

Variation Proposal

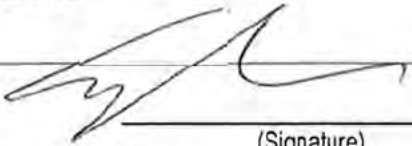


Partnering Contract: Variation Number 1 – Annexure 19 (Variation Forms)

Minor Contract Variation – GWRC to complete the form of notice below

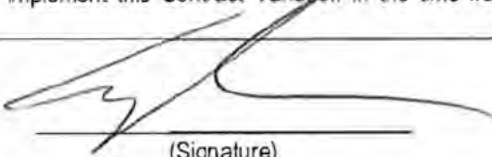
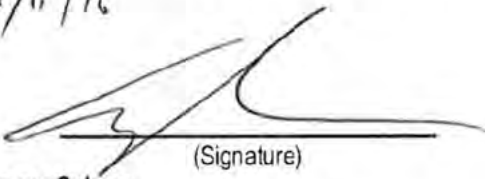
Note: A Minor Contract Variation is defined at Schedule 1 to mean any Contract Variation which in GWRC's reasonable opinion will not require the Operator to incur Capital Expenditure in excess of [REDACTED] (which amount shall not be Indexed) in aggregate over the remainder of the Term, but excludes:

- (a) the implementation of a Pre Priced Option following the issue of an order given by GWRC pursuant to paragraph 4.1(Implementation of Pre Priced Options) of Schedule 16; and
- (b) any changes made to the Timetable or the Rail Unit Timetable in accordance with the Timetable Change Process, any changes made to the Rail Network Timetable and, in either case, any associated changes to the Working Timetable; and
- (c) any Special Event Services

Minor Contract Variation Notice (Only GWRC may initiate – refer paragraph 5.2, Schedule 16)	
Contract Identifier	Annexure 19 (Variation Forms) Schedule 16 – (Change Events and Net Financial Impact)
Category of Variation	Contract Management
Contract Variation Number	GWRC: CNTR -7-614 Operator: PT0416 Variation 1
Date of issue of Minor Contract Variation Notice	28 July 2016
Details of the Minor Contract Variation	Annexure 19 (Variation Forms) – Revision 1 (attached to this Minor Contract Variation Notice) has been prepared to replace the forms set out in the current Annexure 19 (Variation Forms) - Final. The revised form for this Minor Contract Variation Notice and the Variation Order (set out at Part C of this document) has been prepared to record this first Contract Variation proposal and Variation Order
Date by which the Minor Contract Variation must be implemented	From the date of the approved Variation Order Subject to issue of approved Variation Order by GWRC and GWRL (see Part C below)
Methodology and process by which Operator must implement the Minor Contract Variation	Annexure 19 (Variation Forms) – Revision 1, a copy of which is attached is to be used (and adapted as required) to record this first Contract Variation and all future Contract Variation proposals and Variation Orders. The forms set out at Annexure 19 – Revision 1 must be used in conjunction with the provisions at Schedule 16 (Change Events and Net Financial Impact) and the other relevant provisions in the Partnering Contract that provide for Contract Variations.
Extent to which GWRC (acting reasonably) considers that the Operator will require relief from its obligations under the Partnering Contract as a result of the implementation of the Minor Contract Variation	Not applicable
Any further information regarding the Minor Contract Variation as GWRC wishes to provide	Nil
Any other particulars GWRC requires from the Operator in its Minor Contract Variation Quote (refer para 5.2.5 of Schedule 16)	Nil

Signature of GWRC Authorised Representative	 (Signature) Name: Angus Gabara Position: GWRC Authorised Representative Date: 29/11/16
Minor Contract Variation Quote – to be completed by Operator (refer paragraph 5.3, Schedule 16)	
Estimate of Net Financial Impact arising from the proposed Minor Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) and with such estimate provided on an Open Book Basis and accompanied by all working papers and other documentation required to support the estimate (as required by paragraph 5.3 of Schedule 16)	Nil
Any other particulars specified by GWRC in the Minor Contract Variation Notice as being required	Nil
Signature of Operator Authorised Representative	 Name:  Position: Operator Authorised Representative Date: 30/11/16

Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL)	
This Variation Order relates to	A Minor Contract Variation (as set out in the Minor Contract Variation Notice above)
Estimate of Net Financial Impact arising from the proposed Contract Variation	Nil
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	No change to Service Fee or Payment Schedule
Time frame within which the proposed Contract Variation will be implemented	From and including the date of this approved Variation Order
Any conditions attached to the Contract Variation	Nil
Notice to proceed	GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.
Signatures of GWRC and GWRL Authorised Representatives	<div style="text-align: center;">  _____ (Signature) </div> <p> Name: Angus Gabara Position: GWRC Authorised Representative Date: 29/11/16 </p> <div style="text-align: center;">  _____ (Signature) </div> <p> Name: Angus Gabara Position: GWRL Authorised Representative Date: 29/11/16 </p>

Attachments (if any) referred to in this Contract Variation

Attachment 1 – Annexure 19 (Variation Forms) – Revision 1 (CNTR-7-603)

Variation Proposal

Partnering Contract: Variation Number [Insert Number] – [Insert name of Variation Proposal]

Minor Contract Variation – GWRC to complete the form of notice below

[If the Variation is not a Minor Contract Variation the table below can be deleted

Note: A Minor Contract Variation is defined at Schedule 1 to mean any Contract Variation which in GWRC's reasonable opinion will not require the Operator to incur Capital Expenditure in excess of \$100,000 (which amount shall not be Indexed) in aggregate over the remainder of the Term, but excludes:

- (a) the implementation of a Pre Priced Option following the issue of an order given by GWRC pursuant to paragraph 4.1(Implementation of Pre Priced Options) of Schedule 16; and
- (b) any changes made to the Timetable or the Rail Unit Timetable in accordance with the Timetable Change Process, any changes made to the Rail Network Timetable and, in either case, any associated changes to the Working Timetable; and
- (c) any Special Event Services

Minor Contract Variation Notice (Only GWRC may initiate – refer paragraph 5.2, Schedule 16)	
Contract Identifier	[GWRC to insert reference to the parts of the Contract that the Minor Contract Variation applies to i.e. Schedule 4] (Vehicle Services – paragraphs xx to xx)]
Category of Variation	[GWRC to insert a category description , for example Passenger Operating Services- [xx], Passenger Services Pls, Vehicle Services – Planned Maintenance, Passenger Services – Unplanned Maintenance Services, Vehicle Services – Modification Services]
Contract Variation Number	GWRC: [GWRC to add Ourspace file reference here] Operator: [add the TDW file reference here – when Operator response is provided]
Date of issue of Minor Contract Variation Notice	
Details of the Minor Contract Variation	
Date by which the Minor Contract Variation must be Implemented	Subject to issue of approved Variation Order by GWRC and GWRL(see Part C below)
Methodology and process by which Operator must implement the Minor Contract Variation	
Extent to which GWRC (acting reasonably) considers that the Operator will require relief from its obligations under the Partnering Contract as a result of the Implementation of the Minor Contract Variation	
Any further information regarding the Minor Contract Variation as GWRC wishes to provide	
Any other particulars GWRC requires from the Operator in its Minor Contract Variation Quote (refer para 5.2.5 of Schedule 16)	
Signature of GWRC Authorised Representative	_____ (Signature)

	<p>Name: Angus Gabara Position: GWRC Authorised Representative Date:</p>
<p>Minor Contract Variation Quote – to be completed by Operator (refer paragraph 5.3, Schedule 16)</p>	
<p>Estimate of Net Financial Impact arising from the proposed Minor Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) and with such estimate provided on an Open Book Basis and accompanied by all working papers and other documentation required to support the estimate (as required by paragraph 5.3 of Schedule 16)</p>	<p><i>[Operator to complete within 3 Business Days of receipt of this Minor Contract Variation Notice].</i> <i>[If there is no Net Financial Impact – insert Nil]</i></p>
<p>Any other particulars specified by GWRC in the Minor Contract Variation Notice as being required</p>	<p><i>[Operator to complete within 3 Business Days of receipt of this Minor Contract Variation Notice].</i></p>
<p>Signature of Operator Authorised Representative</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">(Signature)</p> <p>Name: ██████████ Position: Operator Authorised Representative Date:</p>

A GWRC initiated Variation Proposal that is not a Minor Contract Variation – complete Part A and B below

[If the Variation is a Minor Contract Variation or an Operator initiated Contract Variation Parts A and B below can be deleted]

Part A GWRC Initiated Contract Variation (refer paragraph 6, Schedule 16)	
Details of Variation Proposal	
Contract Identifier	[insert reference to the parts of the Contract that the Variation applies to i.e. Schedule 4] (Vehicle Services – paragraphs xx to xx)]
Category of Variation	[Operator to insert a category description, for example Passenger Operating Services- [xx], Passenger Services Pls, Vehicle Services – Planned Maintenance, Passenger Services – Unplanned Maintenance Services, Vehicle Services – Modification Services]
Contract Variation Number	GWRC: [GWRC to add Ourspace file reference here] Operator: [Add the TDW file reference here]
Date of issue of Variation Proposal	
Proposed date on which the Contract Variation is to take effect	Subject to the issue of approved Variation Order by GWRC.
Details of proposed Contract Variation	[insert details of proposal]
Reason for change	[insert brief summary of the reasons for the variation being proposed]
Details of any additional Passenger Services or Vehicle Services to be performed by Operator	[if there are no additional passenger or vehicle services to be performed by the Operator – insert "Nil"]
Summary of the amendments required to the Transaction Documents (other than the Partnering Contract) to achieve the proposed Contract Variation (if any)	[if there is no change required to a Transaction Document – insert "Nil"]
Any further information relevant to the Variation Proposal – provided by GWRC or required to be provided by Operator as part of the Variation Response	[GWRC to insert any additional information relevant to the Variation Proposal and / or record any information that GWRC requires the Operator to provide as part of the Variation Response. If no additional information is required – insert "Nil"]
Signature of GWRC Authorised Representative	<p>_____</p> <p>(Signature)</p> <p>Name: Angus Gabara Position: GWRC Authorised Representative</p> <p>Date:</p>
Part B Form of Variation Response – refer paragraphs 6.4 to 6.8 Schedule 16) (Operator to complete and add necessary detail as Attachments)	
Date of issue of Variation Response	[Operator to insert]
Estimate of Net Financial Impact arising from the proposed Contract Variation, calculated in accordance with paragraph 6.6 (Variation Response) of Schedule 16 (Change Events and Net Financial Impact)	[Operator to insert. This will be an amount specified in actual values (i.e. real without indexation) as at the date of issue of this Variation Response. Note also the requirement in paragraph 6.6 of Schedule 16 to provide supporting documentation.]

	<i>[If there is no Net Financial Impact – insert Nil]</i>
Time frame within which the proposed Contract Variation will be implemented	<i>[Operator to insert. Note the requirement in paragraph 6.7 of Schedule 16 that this must be consistent with any timeframe proposed by GWRC at Section A of this Variation Proposal]</i>
Full details of the methodology and process by which the Operator proposes to implement the proposed Contract Variation	<i>[Operator to insert]</i>
Full details of the effect (if any) that the proposed Contract Variation will have on the Operator's ability to meet the requirements of, or achieve (as applicable) the Reliability KPI, Punctuality KPI, or PI Achieve Benchmarks, the Vehicle Services Objectives and Outcomes, the Passenger Services Objectives and Outcomes, the Vehicle Use in Service Outputs and Hand Back Standards	<i>[Operator to insert]</i> <i>[If there is no effect – insert "Nil"]</i> <i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i>
Full details of effects (if any) that the proposed Contact Variation will have on Operators ability to perform its obligations in accordance with Transaction Documents	<i>[Operator to insert]</i> <i>[If there is no effect – insert "Nil"]</i> <i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i>
Full details of effects (if any) that the proposed Contact Variation will have on the safe and lawful operation of passenger services on the Wellington Rail Network	<i>[Operator to insert]</i> <i>[If there is no effect – insert "Nil"]</i> <i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i>
Full details of effects (if any) that the proposed Contact Variation will have on the condition, value or whole of life cost of any Vehicle, Spare, Rotable Item, Special Tool, General Tool or the EMU Depot Plant and Equipment	<i>[Operator to insert]</i> <i>[If there is no effect – insert "Nil"]</i> <i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i>
Full details of effects (if any) that the proposed Contact Variation will have on any GWRC System , GWRL System, or GWRC Asset or any other asset or system described at clause 12.1 (General) or on the safe and lawful use of the foregoing	<i>[Operator to insert]</i> <i>[If there is no effect – insert "Nil"]</i> <i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i>
Full details of effects (if any) that the proposed Contact Variation will have on the GWRC's rail performance measurement system	<i>[Operator to insert]</i> <i>[If there is no effect – insert "Nil"]</i> <i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i>
Full details of effects (if any) that the proposed Contact Variation will have on GWRC's customer complaint management system	<i>[Operator to insert]</i> <i>[If there is no effect – insert "Nil"]</i> <i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i>
Full details of effects (if any) that the proposed	<i>[Operator to insert]</i>

<p>Contact Variation will have on any warranty or guarantee (including any claim thereunder) given by a supplier or manufacturer in relation to any Vehicle, GWRL System, GWRC Asset, GWRC System, Spare, Rotable Item, Special Tool, General Tool, EMU Depot Plant and Equipment or any of the other assets or systems described at clause 12.1 (General) (to the extent that such warranty or guarantee have been provided to the Operator by any person) or on any other obligations or liabilities of such supplier or manufacturer (to the extent that the Operator has been made aware of the same)</p>	<p><i>[If there is no effect – insert "Nil"]</i></p> <p><i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i></p>
<p>Full details of any relief sought from the Operator's obligations under the Partnering Contract to the extent reasonably required in order to implement the Contract Variation</p>	<p><i>[Operator to insert]</i></p> <p><i>[If there is no relief sought – insert "Nil"]</i></p> <p><i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i></p>
<p>Other information (if any) reasonably requested by GWRC at Section A of this Variation Proposal</p>	<p><i>[Operator to insert]</i></p> <p><i>[If there is other information requested by GWRC – insert "Nil"]</i></p> <p><i>[If the other information consists of more than a few sentences – respond by reference to an Attachment]</i></p>
<p>Is implementation of the Contract Variation reasonably likely to require the Operator to incur Capital Expenditure in excess of \$100,000?</p>	<p><i>[Operator to complete – Yes/ No]</i></p> <p><i>[If yes, the basis for that conclusion to be set out – by reference to an Attachment (if necessary)]</i></p>
<p>Does the Operator need to conduct a tender process in accordance with paragraph 17 of Schedule 16?</p>	<p><i>[Operator to complete – yes /No]</i></p> <p><i>[If no, the basis for that conclusion to be set out]</i></p>
<p>Signature of Operator Authorised Representative</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">(Signature)</p> <p>Name: ██████████</p> <p>Position: Operator Authorised Representative</p> <p>Date:</p>

Operator initiated Contract Variation – Operator to complete the following form

[If the Variation is a Minor Contract Variation or a GWRC initiated Contract Variation this part of the form should be deleted]

Operator initiated Contact Variation (refer paragraph 8, Schedule 16) Details of Variation Proposal	
Contract Identifier	[insert reference to the parts of the Contract that the Variation applies to i.e. Schedule 4] (Vehicle Services – paragraphs xx to xx)]
Category of Variation	[Operator to insert a category description, for example Passenger Operating Services- [xx], Passenger Services Pls, Vehicle Services – Planned Maintenance, Passenger Services – Unplanned Maintenance Services, Vehicle Services – Modification Services]
Contract Variation Number	GWRC: [GWRC to add Ourspace file reference here] Operator: [Add TDW file reference here]
Date of issue of Variation Proposal	
Proposed date on which the Contract Variation is to take effect	Subject to the issue of approved Variation Order by GWRC.
Details of proposed Contract Variation	[insert details of proposal]
Reason for the proposed Contract Variation	[insert brief summary of the reasons for the variation being proposed]
Operator's estimate of the Net Financial Impact arising from the proposed Contract Variation, calculated in accordance with Part B of Schedule 16 and on an Open Book Basis and supported by working papers and other documentation to support the estimate	Note – the Operator is required to bear all costs and risks associated with the Contract Variation (refer para 8.9.3, Schedule 16)
If the Net Financial Impact is negative, the proposed reduction in the Services Fee (refer paragraph 8.9.4, Schedule 16) Note - If the Net Financial Impact is negative paragraph 8.9.4 provides that the Service Fee shall be reduced by an amount equal to 50% of the amount (expressed as a positive figure) by which the Net Financial Impact is less than zero	[If the Net Financial Impact is positive – insert 'not applicable – no change to the Service Fee']
Timeframe within which the proposed Contract Variation will be implemented	
Methodology and process by which the Operator proposes to implement the proposed Contract Variation	
The effect (if any) that the proposed Contract Variation will have on the Operator's ability to meet the requirements of, or achieve (as applicable) the Reliability KPI, the Punctuality KPI or the PI Achieve Benchmarks, the Vehicle Service Objectives and Outcomes, the Passenger Services Objectives and Outcomes, the Vehicle Use in Service Outputs and the Hand back Standards.	[If there is no effect – insert "Nil"] [If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]
Effect (if any) that the proposed Contract Variation will have on: (a) the Operator's ability to perform its obligations in accordance with the Transaction Documents (b) the safe and lawful operation of passenger services on the Wellington Network	[If there is no effect – insert "Nil"] [If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]
Effect (if any) that the proposed Contract Variation will have on: (c) the condition, value, or whole of life cost of any GWRL System, GWRL Asset, GWRC System, GWRC Asset or Maintained Asset or on the safe and lawful use of any of the	[If there is no effect – insert "Nil"] [If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]

<p>forgoing</p> <p>Effect (if any) that the proposed Contract Variation will have on:</p> <p>(d) any warranty or guarantee (including any claim thereunder) given by a supplier or manufacturer in relation to any GWRL System, GWRL Asset, GWRC System, GWRC Asset or Maintained Asset or any other assets or systems described at clause 12.1 (to the extent that the terms of the warranty or guarantee have been provided to the Operator) or on any other obligations or liabilities of such supplier or manufacturer (to the extent that the Operator has been made aware of the same)</p>	<p><i>[If there is no effect – insert "Nil"]</i></p> <p><i>[If there is an effect and full details of the required response consists of more than a few sentences – respond by reference to an Attachment]</i></p>
<p><u>Operator Approved Modification Services</u></p> <p>If the Contract Variation includes any enhancement or modification to the EMUs or Carriages specify:</p> <ul style="list-style-type: none"> - whether carrying out of such enhancement or modification will give rise (or is likely to give rise) the unavailability of any Vehicle which in turn would entitle the Operator to claim an Excusing Event; and - the Operator's reasonable estimate of the likely period of unavailability (if any) of the affected Vehicles <p>(refer para 5.3 Schedule 4)</p>	<p><i>[If no Approved Modification Services are proposed insert "Nil"]</i></p> <p><i>[If Approved Modification Services are proposed - respond by reference to an Attachment if the response consists of more than a few sentences]</i></p>
<p><u>Changes to Vehicle maintenance, EMU Depot Plant and Equipment Manual or Electric Shunt Manual</u></p> <p>If the Contract Variation includes any change to the Matangi Fleet Maintenance Plan, the Carriage Fleet Maintenance Plan, the EMU Depot and Equipment Manual or the Electric Shunt Manual (including any proposed change to a requirement contained therein or any change to any Spares, Rotable Items, Special Tools, General Tools or EMU Depot Plant and Equipment referred to in such documents) include :</p> <ul style="list-style-type: none"> - full details about the proposed change , including drafting changes - an explanation as to the reasons for the proposed change and how the proposed change will achieve the same or a better result in relation to the maintenance of the Vehicles or the EMU Depot Plant and Equipment - a signed statement from the Operator (in accordance with the requirements a paragraph 17.2.3 of Schedule 4) - be accompanied by any consultant's reports or internal reports prepared in relation to the proposed change - be accompanied by written confirmation from the relevant supplier or manufacturer (as required by paragraph 17.2.5 Schedule 4) 	<p><i>[If no change to Vehicle maintenance plans, EMU Depot Plant and Equipment Manual or Electric Shunt]</i></p> <p><i>[If changes are included – respond by setting out full details of the proposed change and setting out the required accompanying material as Attachments]</i></p>
<p>The value for money for GWRC arising from the proposed Contract Variation</p>	
<p>Any additional information requested by GWRC in connection with the proposed Contract Variation</p>	<p><i>[Respond by reference to an Attachment (if necessary)]</i></p>
<p>Signature of Operator Authorised Representative</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">(Signature)</p> <p>Name: ██████████</p> <p>Position: Operator Authorised Representative</p> <p>Date:</p>

Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL)	
This Variation Order relates to	<p><i>[Delete the options below that do not apply]</i></p> <p>A Minor Contract Variation (as set out in the Minor Contract Variation Notice above)</p> <p>[or]</p> <p>A GWRC initiated Contract Variation (as set out at Part A and Part B above)</p> <p>[or]</p> <p>An Operator initiated Contract Variation (as set out in the above table)</p>
Estimate of Net Financial Impact arising from the proposed Contract Variation	<p><i>[GWRC to insert the amount calculated in accordance with Schedule 16. This will be an amount specified in actual values (i.e. real without indexation) as at the date of issue of this Variation Response.]</i></p> <p><i>[If there is no Net Financial Impact – insert “No change to Service Fee or Payment Schedule”]</i></p>
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	<p><i>[GWRC to insert the amount of any payment due to the Operator or any decrease in the Service Fee , by reference to the provisions at paragraph 6.26, Schedule 16]</i></p> <p><i>[If there is no payment due or change to the Service Fee – insert Nil]</i></p>
Time frame within which the proposed Contract Variation will be implemented	<i>[GWRC to insert. Note the requirement in paragraph 6.7 of Schedule 16 that this must be consistent with any timeframe proposed by GWRC at Section A of this Variation Proposal]</i>
Any conditions attached to the Contract Variation	<p><i>[GWRC to insert]</i></p> <p><i>[If there are no conditions – insert Nil]</i></p>
Notice to proceed	GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.
Signatures of GWRC and GWRL Authorised Representatives	<p style="text-align: center;">_____</p> <p style="text-align: center;">(Signature)</p> <p>Name: Angus Gabara Position: GWRC Authorised Representative</p> <p>Date:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Signature)</p> <p>Name: Angus Gabara Position: GWRL Authorised Representative</p> <p>Date:</p>

Summary of Attachments (if any) referred to in this Contract Variation:

Attachment 1 – [insert *details* i.e. Schedule / Annexure [xx] (xxxxx) – [Revision 1]

Variation Proposal

Partnering Contract: Variation Number 2 – Reporting and determining performance against Reliability and Punctuality KPIs




Minor Contract Variation – GWRC to complete the form of notice below

Note: A Minor Contract Variation is defined at Schedule 1 to mean any Contract Variation which in GWRC's reasonable opinion will not require the Operator to incur Capital Expenditure in excess of [REDACTED] (which amount shall not be Indexed) in aggregate over the remainder of the Term, but excludes:

- (a) the implementation of a Pre Priced Option following the issue of an order given by GWRC pursuant to paragraph 4.1(Implementation of Pre Priced Options) of Schedule 16; and
- (b) any changes made to the Timetable or the Rail Unit Timetable in accordance with the Timetable Change Process, any changes made to the Rail Network Timetable and, in either case, any associated changes to the Working Timetable; and
- (c) any Special Event Services

Minor Contract Variation Notice (Only GWRC may initiate – refer paragraph 5.2, Schedule 16)	
Contract Identifier	Reporting and determining performance against Reliability and Punctuality KPIs Schedule 5 (Planning, Reporting and Meetings) Schedule 6 (Financial and Performance Regime)
Category of Variation	Contract Management
Contract Variation Number	GWRC: CNTR -7-623 Operator: PT0416 Variation 3
Date of issue of Minor Contract Variation Notice	6 October 2017
Details of the Minor Contract Variation	<p>Schedule 5 (Planning, Reporting and Meetings) – Revision 1 (attached to this Minor Contract Variation Notice) records the following changes:</p> <ul style="list-style-type: none"> • new paragraph 3.1.7 (aA) to require that the Weekly Operational Report must include in respect of each failure to meet the Reliability KPI or the Punctuality KPI: <ul style="list-style-type: none"> (i) as to the cause of such failure and details of those failures that the Operator considers should be flagged for further investigation between the Access Provider and the Operator; (ii) where the Operator considered a failure to be directly attributable to an Excusing Event: <ul style="list-style-type: none"> (A) the reasons why it considers that to be the case; and (B) details as to how it is complying with paragraphs 14.1.2 and 14.1.3 (Excusing Events and Deemed Performance) of Schedule 6 (Financial and Performance Regime) in respect of such failure;

	<p>and</p> <ul style="list-style-type: none"> (ii) the outcome of any further investigations flagged in the previous Weekly Operational Report and details of the reasons for any change to the initial attribution of such failures from the attribution set out in the previous Weekly Operational Report; <ul style="list-style-type: none"> • new paragraph 3.1.8 (b) (iA) to require that the Monthly Operational Report must include in respect of each failure to meet the Reliability KPI or the Punctuality KPI during the Relevant Month: <ul style="list-style-type: none"> (a) an update in respect of matters specified in paragraph 3.1.7 (aA) and details of those failures in respect of which, notwithstanding any further investigation between the Access Provider and the Operator, attribution has not been resolved and GWRC's non-binding determination of attribution is requested to enable the Performance Deductions to be calculated in accordance with paragraph 6 of Schedule 6; (b) the outcome of any non-binding determinations by GWRC of attributions referred to in paragraph 3.1.8 (b) (iA) as flagged in the previous Monthly Operational Report and any other changes to the Operator's proposed attributions following discussions with GWRC; and (c) an update (in regard to the last Relevant Month in the Term) in respect of any remaining outstanding attributions to enable the Final Month Deductions to be determined in accordance with the time frames set out at paragraph 1.3 of Schedule 6. <p>Schedule 6 (Financial and Performance Regime) – Revision 1 records the following:</p> <ul style="list-style-type: none"> • changes to the formula for calculating the Services Fee at paragraphs 1.2 and 1.2.8 to reflect that the aggregate of all Performance Deductions incurred in respect of Scheduled Services will be calculated by reference to the Relevant Month immediately preceding the Relevant Month • addition of a new paragraph 1.3 to record the basis upon which GWRC shall be entitled to withhold payment of the Services Fee in respect to the last Relevant Month of the Term.
<p>Date by which the Minor Contract Variation must be implemented</p>	<p>Revision 1 of Schedules 5 and 6 shall apply from 1 October 2017</p> <p>Subject to issue of approved Variation Order by GWRC and GWRL (see Part C below)</p>
<p>Methodology and process by which Operator must implement the Minor Contract Variation</p>	<p>Schedule 5 (Planning, Reporting and Meetings) – Revision 1, a copy of which is attached replaces Schedule 5 (Planning, Reporting and Meetings) – Final</p> <p>Schedule 6 (Financial Performance Regime) – Revision 1, a copy of which is attached replaces Schedule 6 (Financial Performance Regime) – Final</p>
<p>Extent to which GWRC (acting reasonably) considers that the Operator will require relief from its obligations under the Partnering Contract as a result of the implementation of the Minor Contract Variation</p>	<p>Not applicable</p>

Any further information regarding the Minor Contract Variation as GWRC wishes to provide	Nil
Any other particulars GWRC requires from the Operator in its Minor Contract Variation Quote (refer para 5.2.5 of Schedule 16)	Nil
Signature of GWRC Authorised Representative	 (Signature) Name: Angus Gabara Position: GWRC Authorised Representative Date: 3 Nov 2017
Minor Contract Variation Quote – to be completed by Operator (refer paragraph 5.3, Schedule 16)	
Estimate of Net Financial Impact arising from the proposed Minor Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) and with such estimate provided on an Open Book Basis and accompanied by all working papers and other documentation required to support the estimate (as required by paragraph 5.3 of Schedule 16)	Nil
Any other particulars specified by GWRC in the Minor Contract Variation Notice as being required	Nil
Signature of Operator Authorised Representative	 Name:  Position: Operator Authorised Representative Date: 13/11/2017

Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL)	
This Variation Order relates to	A Minor Contact Variation (as set out in the Minor Contract Variation Notice above)
Estimate of Net Financial Impact arising from the proposed Contract Variation	Nil
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	No change to Service Fee or Payment Schedule
Time frame within which the proposed Contract Variation will be implemented	From and including the date of this approved Variation Order
Any conditions attached to the Contract Variation	Nil
Notice to proceed	GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.
Signatures of GWRC and GWRL Authorised Representatives	<div style="text-align: center;">  _____ (Signature) </div> <p> Name: Angus Gabara Position: GWRC Authorised Representative Date: 3 Nov 2017 </p> <div style="text-align: center;">  _____ (Signature) </div> <p> Name: Angus Gabara Position: GWRL Authorised Representative Date: 3 Nov 2017 </p>

Attachments (if any) referred to in this Contract Variation

Attachment 1 – Schedule 5 (Planning, Reporting and Meetings) – Revision 1 (CNTR-7-621)

Attachment 2 – Schedule 6 (Financial and Performance Regime) – Revision 1 (CNTR – 7-622)

Variation Proposal

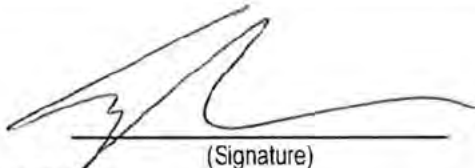
Partnering Contract: Variation Number 3 – Schedule 7 (Operator Insurance requirement)



Minor Contract Variation – GWRC to complete the form of notice below

Note: A Minor Contract Variation is defined at Schedule 1 to mean any Contract Variation which in GWRC's reasonable opinion will not require the Operator to incur Capital Expenditure in excess [REDACTED] (which amount shall not be Indexed) in aggregate over the remainder of the Term, but excludes:

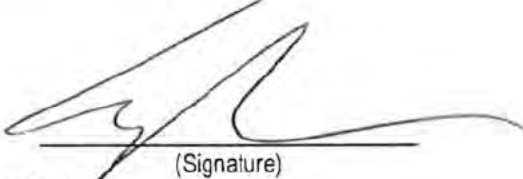
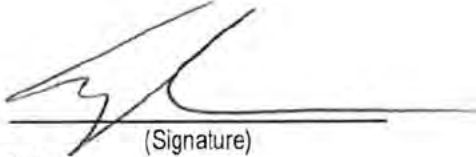
- (a) the implementation of a Pre Priced Option following the issue of an order given by GWRC pursuant to paragraph 4.1(Implementation of Pre Priced Options) of Schedule 16; and
- (b) any changes made to the Timetable or the Rail Unit Timetable in accordance with the Timetable Change Process, any changes made to the Rail Network Timetable and, in either case, any associated changes to the Working Timetable; and
- (c) any Special Event Services

Minor Contract Variation Notice (Only GWRC may initiate – refer paragraph 5.2, Schedule 16)					
Contract Identifier	Schedule 7 (Operator Insurance requirement)				
Category of Variation	Contract Management				
Contract Variation Number	GWRC: CNTR -7-624 Operator: PT0416 Variation 3				
Date of issue of Minor Contract Variation Notice	28 July 2016				
Details of the Minor Contract Variation	<p>Schedule 7 (Operator Insurance requirement) – Revision 1 (attached to this Minor Contract Variation) records the following changes to requirements for the Material Damage Policy set out at section 2:</p> <ul style="list-style-type: none"> • the addition of the Vehicle Services Subcontractor as one of the Insured • amending the description of the Insured Property to make it clear that for the purpose of the Material Damage Policy the Simulator (when provided) will be separately listed in the definition of "Insured Property" and amending the description of Maximum Policy Deductibles to refer to the Simulator as part of the deductible applicable to the EMU Depot Plant and Equipment • the deletion of the capital additions sublimit • the following changes to the Declared Values and Limits of Liability <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">Declared Values as at the date of the Partnering Contract:</td> <td style="padding: 5px;"> Vehicles [REDACTED] (as per the attached underwriting schedules) Spares, Rotable Items, Special Tools and General Tools [REDACTED] EMU Depot [REDACTED]0 EMU Depot Plant and Equipment [REDACTED] </td> </tr> <tr> <td style="padding: 5px;">Limit of Liability as at the date of the Partnering Contract:</td> <td style="padding: 5px;"> Vehicles, Spares, Rotable Items, Special Tools and General Tools Except in relation to fire - [REDACTED] each and every loss or series of losses arising out of any one event in excess of policy deductibles , and For fire - [REDACTED] each and every loss or series of losses arising out of any one event in excess of the deductibles and in </td> </tr> </table>	Declared Values as at the date of the Partnering Contract:	Vehicles [REDACTED] (as per the attached underwriting schedules) Spares, Rotable Items, Special Tools and General Tools [REDACTED] EMU Depot [REDACTED]0 EMU Depot Plant and Equipment [REDACTED]	Limit of Liability as at the date of the Partnering Contract:	Vehicles, Spares, Rotable Items, Special Tools and General Tools Except in relation to fire - [REDACTED] each and every loss or series of losses arising out of any one event in excess of policy deductibles , and For fire - [REDACTED] each and every loss or series of losses arising out of any one event in excess of the deductibles and in
Declared Values as at the date of the Partnering Contract:	Vehicles [REDACTED] (as per the attached underwriting schedules) Spares, Rotable Items, Special Tools and General Tools [REDACTED] EMU Depot [REDACTED]0 EMU Depot Plant and Equipment [REDACTED]				
Limit of Liability as at the date of the Partnering Contract:	Vehicles, Spares, Rotable Items, Special Tools and General Tools Except in relation to fire - [REDACTED] each and every loss or series of losses arising out of any one event in excess of policy deductibles , and For fire - [REDACTED] each and every loss or series of losses arising out of any one event in excess of the deductibles and in				

	<p>the aggregate in any one annual period of insurance .</p> <p>EMU Depot [REDACTED] each and every loss or series of losses arising out of any one event in excess of policy deductibles</p> <p>EMU Depot Plant and Equipment [REDACTED] each and every loss or series of losses arising out of any one event in excess of policy deductibles</p>
<p>Date by which the Minor Contract Variation must be implemented</p>	<p>From the Commencement Date</p> <p>Subject to issue of approved Variation Order by GWRC and GWRL (see Part C below)</p>
<p>Methodology and process by which Operator must implement the Minor Contract Variation</p>	<p>Schedule 7 (Operator Insurance requirement) – Revision 1, a copy of which is attached replaces Schedule 7 (Operator Insurance requirement) – Final.</p>
<p>Extent to which GWRC (acting reasonably) considers that the Operator will require relief from its obligations under the Partnering Contract as a result of the implementation of the Minor Contract Variation</p>	<p>Not applicable</p>
<p>Any further information regarding the Minor Contract Variation as GWRC wishes to provide</p>	<p>Nil</p>
<p>Any other particulars GWRC requires from the Operator in its Minor Contract Variation Quote (refer para 5.2.5 of Schedule 16)</p>	<p>Nil</p>
<p>Signature of GWRC Authorised Representative</p>	<p style="text-align: center;">  (Signature) </p> <p>Name: Angus Gabara Position: GWRC Authorised Representative Date: 29/11/16</p>
<p>Minor Contract Variation Quote – to be completed by Operator (refer paragraph 5.3, Schedule 16)</p>	
<p>Estimate of Net Financial Impact arising from the proposed Minor Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) and with such estimate provided on an Open Book Basis and accompanied by all working papers and other documentation required to support the estimate (as required by paragraph 5.3 of Schedule 16)</p>	<p>Nil</p>
<p>Any other particulars specified by GWRC in the Minor Contract Variation Notice as being required</p>	<p>Nil</p>

Signature of Operator Authorised Representative	 Name:  Position: Operator Authorised Representative Date: 30/11/16
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Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL))	
This Variation Order relates to	A Minor Contract Variation (as set out in the Minor Contract Variation Notice above)
Estimate of Net Financial Impact arising from the proposed Contract Variation	Nil
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	No change to Service Fee or Payment Schedule
Time frame within which the proposed Contract Variation will be implemented	From and including the date of this approved Variation Order
Any conditions attached to the Contract Variation	Nil
Notice to proceed	GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.
Signatures of GWRC and GWRL Authorised Representatives	<div style="text-align: center;">  (Signature) Name: Angus Gabara Position: GWRC Authorised Representative Date: 29/11/16 </div> <div style="text-align: center; margin-top: 20px;">  (Signature) Name: Angus Gabara Position: GWRL Authorised Representative Date: 29/11/16 </div>

Attachments (if any) referred to in this Contract Variation

Attachment 1 – Schedule 7 (Operator Insurance requirement) – Revision 1 (CNTR-7-625)

Schedule 7

Operator Insurance requirement

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1 Introduction


- 1.1 This Schedule sets out details of the following insurance policies that the Operator is required to take out and maintain, being:
 - 1.1.1 the Material Damage Policy; and
 - 1.1.2 the Public Liability Policy.
- 1.2 The Operator shall take out and maintain the Material Damage Policy and the Public Liability Policy in accordance with the key terms described at paragraphs 2 and 3 of this Schedule and the provisions at clause 50 (*Insurance*).
- 1.3 All references to dollars and \$ are to New Zealand currency.
- 1.4 The Parties acknowledge and agree that the terms of the Public Liability Policy and Material Damage Policy (including declared values and limits of liability provided for in paragraph 2) may be adjusted in accordance with the provisions of the Partnering Contract relating to Contract Variations.

2 Material Damage Policy

The Insured:	Operator; <u>Vehicle Services Subcontractor</u> ; Greater Wellington Regional Council (GWRC); and Greater Wellington Rail Limited (GWRL), for their respective rights, obligations and interests.
The Business:	Operation and maintenance of rolling stock and all other activities incidental thereto or permitted under the terms of the Partnering Contract or any Transaction Document.
The Situation:	Primarily in Wellington but including anywhere in New Zealand.
Period of Insurance:	From and including 3.00 am on the Commencement Date. To and including 2.00 am on the date of termination or expiry of the Partnering Contract (whichever is the earlier), subject to the renewal of this insurance cover on an annual basis.
Insured Property:	The Vehicles (<u>excluding the Simulator</u>) described in the Partnering Contract (and the attached underwriting schedule) and any other rolling stock or vehicles which may from time to time be provided to the Operator by GWRC or GWRL under the Partnering Contract. The EMU Depot and the EMU Depot Plant and Equipment and any other plant and equipment which may from time to time be provided to the

	<p>Operator by GWRC or GWRL under the Partnering Contract.</p> <p><u>The Simulator (when provided), which for the purpose of the Material Damage Policy will be separately listed in the definition of "Insured Property" shall be insured as part of the EMU Depot Plant and Equipment.</u></p> <p>The Spares, Rotable Items, Special Tools and General Tools (located at EMU Depot, the Carriage Depot and at Lower Hutt) transferred to the Operator on the Commencement Date (as part of the Initial Transferring Assets) and any replacement or addition from time to time thereof which may be transferred or provided to the Operator by GWRC or GWRL under the Partnering Contract.</p>
<p>Declared Values as at the date of the Partnering Contract:</p>	<p>Vehicles [REDACTED] (as per the attached underwriting schedules)</p> <p>Spares, Rotable Items, Special Tools and General Tools [REDACTED]</p> <p>EMU Depot [REDACTED]</p> <p>EMU Depot Plant and Equipment [REDACTED]</p>
<p>Coverage:</p>	<p>Comprehensive first party property damage cover in respect of the Insured Property</p>
<p>[REDACTED]</p>	<p>Vehicles, Spares, Rotable Items, Special Tools and General Tools [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>Sub-Limits as at the date of the</p>	<p>Burglary/theft [REDACTED]</p> <p>Money [REDACTED]</p>

Partnering Contract: (apply in excess of policy deductibles)	Artworks and curios	[REDACTED]
	Loss of land value	[REDACTED]
	Removal of debris (Vehicles)	[REDACTED]
	Personal property of directors and employees	[REDACTED]
	Unspecified customers' goods	[REDACTED]
	Contract works other than contracts more specifically insured (excluding advanced consequential loss)	[REDACTED]
	Capital additions	[REDACTED]
	Property in transit	[REDACTED]
	Landslip and subsidence	[REDACTED]
	Reward paid by the Insured to protect or recover Insured Property	[REDACTED]
Expediting expenses	[REDACTED]	
Rolling stock collision	[REDACTED]	
Maximum Policy Deductibles:	Vehicles	
	Natural Disaster claims	[REDACTED]
	Rolling stock in motion (EMUs)	[REDACTED]
	Rolling stock in motion (Carriages)	[REDACTED]
	All other losses	[REDACTED]
	Spares, Rotable Items, Special Tools and General Tools	
	All losses	[REDACTED]
	EMU Depot	[REDACTED]

	<p><u>EMU Depot Plant and Equipment and Simulator</u></p> <p>All losses</p>	
--	--	--

Key terms for Material Damage Policy

2.1 The Material Damage Policy shall contain the following terms, or terms to the same effect.

Interests of other parties

2.2 This policy extends to indemnify each insured party and any other party having a pecuniary or economic interest in the Insured Property.

2.3 Where the insured consists of more than one legal entity that is named on the schedule:

- 2.3.1 each shall be considered as a separate entity and the word “insured” shall apply to each as if a separate policy had been issued to each. Nothing contained in this condition shall result in an increase of the insurer’s liability in respect of any occurrence or period of insurance;
- 2.3.2 any act, error, omission, neglect or breach of this policy of or by an individual party will not prejudice the rights of the remaining party/parties; and
- 2.3.3 the insurer shall not impute to any insured any knowledge or intention or state of mind possessed or allegedly possessed by any other insured.

Subrogation waiver

- 2.4 The insurers irrevocably and unconditionally agree to waive any rights and remedies or relief to which they may become entitled by subrogation against:
- 2.4.1 any insured named or described by this policy (including its directors, partners, officers, employees or servants);
 - 2.4.2 any corporation or organisation (including its directors, officers, partners, employees or servants) owned or controlled by any insured named herein or subsidiary to any insured named herein or any co-owner of the Insured Property;
 - 2.4.3 any party referred to in memoranda entitled ‘Interests of other parties’ (or as amended), (and the insurer agrees that any agreement(s) that the

insured may have between any or all such parties will not affect the validity of this endorsement); and

- 2.4.4 any railroad, other transportation corporation or company, local authority or Government or Government agency or other statutory authority, lessor, property owner, contractor or person whenever the insured has agreed to release such party from liability arising from any peril insured under this policy.

Testing and commissioning

- 2.5 This policy extends to cover Insured Property during the course of, and as a result of its use following, processing and/or testing and commissioning.

Other terms

- 2.6 The policy shall:
- 2.6.1 be governed by New Zealand law and subject to New Zealand jurisdiction;
 - 2.6.2 require the insurer to promptly notify each insured party:
 - (a) if the premium is unpaid by the date it is due, and giving each insured party 20 Business Days to pay the amount outstanding;
 - (b) if the insurer considers any party is in breach of the policy; and
 - (c) if the insurer proposes to make any payment under the policies, 5 Business Days prior to the insurer making any such payment; and
 - 2.6.3 require the insurer to:
 - (a) pay all amounts payable under the policy into the Joint Insurance Account;
 - (b) provide GWRC and GWRL not less than 20 Business Days prior written notice of the cancellation, expiry, termination or amendment of the policy; and
 - (c) not contain any average clause.

UNDERWRITING SCHEDULES FOR MATERIAL DAMAGE POLICY

VALUES FOR INSURANCE PURPOSES

30 JUNE 2016 - 30 JUNE 2017

Matangi Fleet EMU value

Vehicle Type No.	Vehicle Serial No.	Vehicle Type Description	Estimated Matangi Fleet value
EMU		83 2 car sets	[REDACTED]

Total	[REDACTED]
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Carriage Fleet - SE Carriage value

Vehicle Type No.	Vehicle Serial No.	Vehicle Type Description	Estimated SE Carriage value
SE1	SE3380	Standard passenger coach	[REDACTED]
SE2	SE3311	Standard passenger coach	[REDACTED]
SE3	SE3324	Standard passenger coach	[REDACTED]
SE4	SE3288	Standard passenger coach	[REDACTED]
SES1	SES3327	Passenger coach with wheelchair hoist	[REDACTED]
SEG1	SEG3430	Passenger coach with generator	[REDACTED]
Total			[REDACTED]

Carriage Fleet - SW Carriage value

Vehicle Type No.	Vehicle Serial No.	Vehicle Type Description	Estimated SW Carriage value
SW1	SW5837	Standard passenger coach	[REDACTED]
SWS1	SWS5660	Passenger coach with wheelchair hoist	[REDACTED]
SWG1	SWG3365	Passenger coach with generator	[REDACTED]
SW2	SW5820	Standard passenger coach	[REDACTED]
SW3	SW3376	Standard passenger coach	[REDACTED]
SW4	SW3339	Standard passenger coach	[REDACTED]
SW5	SW3394	Standard passenger coach	[REDACTED]
SWS2	SWS5723		[REDACTED]
SWG2	SWG5671	Passenger coach with generator	[REDACTED]
SW6	SW5658	Standard passenger coach	[REDACTED]
SW7	SW5646	Standard passenger coach	[REDACTED]
SW8	SW3294	Standard passenger coach	[REDACTED]
SWS3	SWS3298	Passenger coach with wheelchair hoist	[REDACTED]
SWG3	SWG3422	Passenger coach with generator	[REDACTED]
SW9	SW3355	Standard passenger coach	[REDACTED]
SW10	SW3349	Standard passenger coach	[REDACTED]

SW11	SW3404	Standard passenger coach	████████
SW12	SW3282	Standard passenger coach	████████
AG Van	AG222	Spare Generator and luggage Van	████████
Total			████████

3 Public Liability Policy

The Insured:	Operator	
The Business:	Operation and maintenance of rolling stock and all other activities incidental thereto or permitted under the terms of the Partnering Contract or any Transaction Document.	
Period of Insurance	From and including 3.00 am on the Commencement Date To and including 2.00 am on the date of termination or expiry of the Partnering Contract (whichever is the earlier), subject to the renewal of this insurance cover on an annual basis.	
Minimum Limit of Liability: (to apply in excess of any relevant policy deductible)	████████ any one occurrence.	
Maximum policy deductible:	████████ any one occurrence.	
Required policy extensions:	Forest & Rural Fires Act liability Exemplary & Punitive Damages	████████ ████████
Territorial Limits:	Worldwide.	
Policy to include:	Extension in respect of the vicarious liability of GWRC/GWRL arising out of the performance of the Operator	

Key terms for Public Liability Policy

3.1 The Public Liability Policy shall contain the following terms, or terms to the same effect.

Contractual agreement


- 3.2 The insurer agrees that the Operator's entry into the Partnering Contract or any of the Transaction Documents does not breach any policy exclusion for liability assumed by agreement.


Other terms

- 3.3 The Operator shall or shall procure that its insurance broker shall provide GWRC and GWRL not less than 20 Business Days prior written notice of the cancellation, expiry, termination or amendment of the policy.

	<p>4. the Services Fee for each Relevant Month during the Term shall be increased from the Commencement Date to include the Wellington Station Operator Area Cleaning Fee to provide for recovery by the Operator of the Net Financial Impact of \$ [REDACTED] (calculated in accordance with the provisions at paragraph 13.1 of Schedule 16) made up of:</p> <ul style="list-style-type: none"> - [REDACTED] (excluding GST) being the direct costs (as permitted by paragraph 13.1.2) incurred by the Operator for the procurement of the cleaning services in regard to areas A, E and F, plus [REDACTED] (excluding GST) being the [REDACTED] margin on such costs (as permitted by paragraph 13.1.3 of Schedule 16); <p>5. Schedule 6 (Financial and Performance Regime) shall be amended (as set out in this Variation Order) to record the increase in the Services Fee by amending paragraphs 1.1 and 1.2 and adding a new paragraph 2A to record the amended formula for calculating the Services Fee for each Relevant Month during the Term;</p> <p>6. Schedule 9 (Stations and Depot Facilities) shall be amended (as set out in this Variation Order) to record the relevant changes to the table at paragraph 7.1 recording the parties cleaning obligations at Wellington Station; and</p> <p>7. Schedule 1 (Definitions and interpretation) shall be amended (as set out in this Variation Order) to add the definition of "Wellington Station Operator Area Cleaning Fee".</p> <p>The attachment to this Contract Variation Notice sets out the amendments to be made to the Partnering Contract to give effect to these changes as set out above.</p> <p>For the avoidance of doubt it is noted that:</p> <ol style="list-style-type: none"> 1. the increase to the Services Fee, by the addition of the Wellington Station Operator Area Cleaning Fee shall not be subject to any further variation if the Operator's cleaning subcontractor increases its fee or the basis upon which costs are recovered or if the cleaning contractor is replaced during the Term of the Partnering Contract; 2. the amount of [REDACTED] (excluding GST) being "Wellington Station Operator Area Cleaning Fee" shall be NFI Indexed in accordance with the provisions at paragraphs 12.6 and 12.7 of Schedule 16 (Change Events and Net Financial Impact);
<p>Date by which the Contract Variation must be implemented</p>	<p>With effect from 1 January 2017 (not back dated to the Commencement Date).</p> <p>Subject to issue of approved Variation Order by GWRC and GWRL (see Part C below)</p>
<p>Methodology and process by which Operator must implement the Contract Variation</p>	<p>As set out in the attachment to this Contract Variation Notice</p>
<p>Extent to which GWRC (acting reasonably) considers that the Operator will require relief from its obligations under the Partnering Contract as a result of the implementation of the Contract Variation</p>	<p>Not applicable</p>


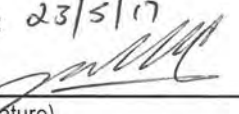
<p>Any further information</p>	<p>Nil</p>
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<p>regarding the Contract Variation as GWRC wishes to provide</p>	
<p>Any other particulars GWRC requires from the Operator in its Contract Variation Quote (refer para 5.2.5 of Schedule 16)</p>	<p>Nil</p>
<p>Signature of GWRC Authorised Representative</p>	<p> (Signature)</p> <p>Name: Greg Campbell Position: Chief Executive</p> <p>Date: 23/5/17</p>
<p>Contract Variation Quote – to be completed by Operator (refer paragraph 5.3, Schedule 16)</p>	
<p>Estimate of Net Financial Impact arising from the proposed Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) and with such estimate provided on an Open Book Basis and accompanied by all working papers and other documentation required to support the estimate (as required by paragraph 5.3 of Schedule 16)</p>	<p>The Net Financial Impact arising from this Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) is as follows:</p> <div data-bbox="427 1037 1484 1601" style="background-color: black; width: 100%; height: 250px; margin-bottom: 10px;"></div> <p>Other quotes received:</p> <div data-bbox="427 1637 750 1709" style="background-color: black; width: 100%; height: 30px; margin-bottom: 10px;"></div> <p>The Operator agrees that the proposed amendment to the Services Fee to add the "Wellington Station Operator Area Cleaning Fee" (as set out in this Variation Order) provides for the full recovery of the cost of cleaning areas A, E and F and agrees that:</p> <ol style="list-style-type: none"> 1. the increase to the Services Fee, by the addition of the Wellington Station Operator Area Cleaning Fee shall not be subject to any further variation if the Operator's cleaning subcontractor increases its fee or the basis upon which costs are recovered or if the cleaning contractor is replaced during the Term of the Partnering Contract; and 2. the amount of \$ [REDACTED] (excluding GST) calculated in accordance with paragraphs 13.1.2 and 13.1.3 of Schedule 16 (Change Events and Net Financial Impact) being the new "Wellington Station

	Operator Area Cleaning Fee" shall be NFI Indexed in accordance with the provisions at paragraphs 12.6 and 12.7 of Schedule 16 (Change Events and Net Financial Impact).
Any other particulars specified by GWRC in the Contract Variation Notice as being required	Nil
Signature of Operator Authorised Representative	 Position: Operator Authorised Representative Date:

Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL))	
This Variation Order relates to	A Contract Variation (as set out in the Contract Variation Notice above).
Estimate of Net Financial Impact arising from the proposed Contract Variation	The Net Financial Impact is positive and results in the proposed amendment to the Payment Schedule by the addition of the "Wellington Station Operator Area Cleaning Fee" as set out in the attachment to this Contract Variation Notice. GWRC acknowledges and agrees that: <ol style="list-style-type: none"> 1. the Net Financial Impact determined in real dollars at the date of this Variation Proposal (resulting in the proposed increase to the Services Fee) is [REDACTED] (excluding GST) per month; and 2. the amount of the Net Financial Impact being [REDACTED] (excluding GST) shall be NFI Indexed during the Term in accordance with the provisions at paragraph 12.6 and 12.7 of Schedule 16 (Change Events and Net Financial Impact).
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	The Services Fee for each Relevant Month during the Term shall be increased from the Commencement Date to include the sum of [REDACTED] (excluding GST) made up as follows: <ul style="list-style-type: none"> - [REDACTED] (excluding GST) being the direct monthly cost for cleaning areas A, E and F incurred by the Operator, determined in accordance with paragraph 13.1.2 of Schedule 16, and - [REDACTED] (excluding GST) being the [REDACTED] margin on such costs determined in accordance with paragraph 13.1.3 of Schedule 16.
Time frame within which the proposed Contract Variation will be implemented	From and including the date of this approved Variation Order
Any conditions attached to the Contract Variation	Nil
Notice to proceed	GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.

Signatures of GWRC and GWRL Authorised Representatives	
	(Signature) Name: Greg Campbell Position: Chief Executive
	Date: 23/5/17
	
	(Signature) Name: Greg Campbell Position: Chief Executive
	Date: 23/5/17

Attachments referred to in this Contract Variation:

Clause / Paragraph	Subject	Amendment												
Schedule 9 (Stations and Depot Facilities)														
7.1	Cleaning Obligations	<p>Delete those parts of the table below paragraph 7.1 in regard to Wellington Station and replace those parts of the table as set out below:</p> <table border="1"> <thead> <tr> <th>Station / Depot Facility</th> <th>Area</th> <th>Party responsible</th> <th>Cleaning standard to be met (if applicable)</th> </tr> </thead> <tbody> <tr> <td>Wellington Station</td> <td>Common areas (excluding for the avoidance of doubt, ground floor public toilets)</td> <td>KiwiRail as lessor of the Wellington Station Lease (using KiwiRail cleaning contractor) Cleaning contract managed by KiwiRail Cost to be met by KiwiRail.</td> <td>The standard specified in KiwiRail's relevant cleaning contract.</td> </tr> <tr> <td></td> <td>That part of the premises comprising the ground floor public toilets</td> <td>KiwiRail as lessor (using KiwiRail cleaning contractor) Cleaning contract managed by GWRC as lessee in accordance with a cleaning standard approved by KiwiRail (acting reasonably and which shall be approved where such standard is not less than the standard as at the Commencement Date) Monthly cleaning costs (including consumables) to be invoiced by KiwiRail cleaning contractor direct to GWRC as lessee and paid</td> <td>The standard specified in KiwiRail's relevant cleaning contract, adjusted from time to time to include the cleaning standard agreed by GWRC as lessee and KiwiRail.</td> </tr> </tbody> </table>	Station / Depot Facility	Area	Party responsible	Cleaning standard to be met (if applicable)	Wellington Station	Common areas (excluding for the avoidance of doubt, ground floor public toilets)	KiwiRail as lessor of the Wellington Station Lease (using KiwiRail cleaning contractor) Cleaning contract managed by KiwiRail Cost to be met by KiwiRail.	The standard specified in KiwiRail's relevant cleaning contract.		That part of the premises comprising the ground floor public toilets	KiwiRail as lessor (using KiwiRail cleaning contractor) Cleaning contract managed by GWRC as lessee in accordance with a cleaning standard approved by KiwiRail (acting reasonably and which shall be approved where such standard is not less than the standard as at the Commencement Date) Monthly cleaning costs (including consumables) to be invoiced by KiwiRail cleaning contractor direct to GWRC as lessee and paid	The standard specified in KiwiRail's relevant cleaning contract, adjusted from time to time to include the cleaning standard agreed by GWRC as lessee and KiwiRail.
Station / Depot Facility	Area	Party responsible	Cleaning standard to be met (if applicable)											
Wellington Station	Common areas (excluding for the avoidance of doubt, ground floor public toilets)	KiwiRail as lessor of the Wellington Station Lease (using KiwiRail cleaning contractor) Cleaning contract managed by KiwiRail Cost to be met by KiwiRail.	The standard specified in KiwiRail's relevant cleaning contract.											
	That part of the premises comprising the ground floor public toilets	KiwiRail as lessor (using KiwiRail cleaning contractor) Cleaning contract managed by GWRC as lessee in accordance with a cleaning standard approved by KiwiRail (acting reasonably and which shall be approved where such standard is not less than the standard as at the Commencement Date) Monthly cleaning costs (including consumables) to be invoiced by KiwiRail cleaning contractor direct to GWRC as lessee and paid	The standard specified in KiwiRail's relevant cleaning contract, adjusted from time to time to include the cleaning standard agreed by GWRC as lessee and KiwiRail.											

Clause / Paragraph	Subject	Amendment		
				for by GWRC.
			Those parts of the premises shown as Areas A, E and F (as shown on the plan attached to the Wellington Station Lease)	GWRC as lessee (by procuring the Operator to clean those areas under the Operator's cleaning contract, and to meet the cost of such cleaning). The same clean and tidy condition as such areas were at the Commencement Date, free of any rubbish or waste.
			All shared areas	KiwiRail as lessor (using KiwiRail cleaning contractor) Cleaning contract managed by KiwiRail Cost to be met by KiwiRail. The standard specified in KiwiRail's relevant cleaning contract.
			IFT devices (during IFT Phase 2)	Operator Good Industry Practice and standard satisfactory to GWRC.

Clause / Paragraph	Subject	Amendment		
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Schedule 6 (Financial and Performance Regime)

1.1	Services Fee	<p>Amend paragraph 1.1 of Schedule 6 (Financial and Performance Regime) as follows:</p> <p><i>The Services Fee comprises:</i></p> <p>1.1.1 <i>the following monthly amounts:</i></p> <ul style="list-style-type: none"> (a) <i>the Passenger Services Fee;</i> (b) <i>the Wellington Station Operator Area Cleaning Fee;</i> (c) <i>the Vehicle Services Fee;</i> (d) <i>the Additional Vehicle Services Fee;</i> (e) <i>the Special Event Services Fee;</i> (f) <i>the Vehicle Availability Payment;</i> (g) <i>the Alternative Transport Fee;</i> (h) <i>the Locomotive Services Fee;</i> <p><i>less (subject to clause 45.1 (GWRC's and GWRL's rights of set off)):</i></p> <ul style="list-style-type: none"> (i) <i>Performance Deductions in relation to the Reliability KPI and the Punctuality KPI;</i> (j) <i>Reporting Failure Deductions;</i> <p>1.1.2 <i>the following half yearly amounts:</i></p>		
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Clause / Paragraph	Subject	Amendment
		<p>(a) <i>the Customer Satisfaction Payment; and</i></p> <p>(b) <i>the Performance Payment; and</i></p> <p>1.1.3 <i>the FIM Adjustment annually.</i></p> <p>Amend paragraph 1.2 of Schedule 6 (Financial and Performance Regime) as follows:</p> <p>1.2 <i>Subject to paragraph 1.3, the formula for calculating the Services Fee for each Relevant Month (rm) during the Term is as follows:</i></p> $\text{Services Fee}_{rm} = \text{PSF}_{rm} + \text{WSOACF} + \text{VSF}_{rm} + \text{AVSF}_{rm} + \text{SESF}_{rm} + \text{VAP}_{rm} + \text{ATF}_{rm} + \text{LSF}_{rm} - \text{PD}_{rm-1} - \text{RFD}_{rm} + \text{CSP}_{rm} + \text{PP}_{rm} + \text{FIMA} - \text{FIMD}$ <p><i>Where:</i></p> <p>1.2.1 <i>PSF_{rm} is the Passenger Services Fee in respect of the Relevant Month, calculated in accordance with paragraph 2 (Calculation of the Passenger Services Fee);</i></p> <p>1.2.2 <i>WSOACE_{rm} is the Wellington Station Operator Area Cleaning Fee in respect of the Relevant Month, calculated in accordance with paragraph 2A (Calculation of the Wellington Station Operator Cleaning Fee);</i></p> <p>1.2.3 <i>VSF_{rm} is the Vehicle Services Fee payable in respect of the Relevant Month calculated in accordance with paragraph 3 (Calculation of the Vehicle Services Fee);</i></p> <p>1.2.4 <i>AVSF_{rm} is the Additional Vehicle Services Fee (if any) payable in respect of the Relevant Month calculated in accordance with paragraph 4 (Calculation of the Additional Services Fee);</i></p> <p>1.2.5 <i>SESF_{rm} is the Special Event Services Fee (if any) in respect of the Relevant Month, calculated in accordance with paragraph 4 (Calculation of Special Event Services Fee);</i></p> <p>1.2.6 <i>VAP_{rm} is the Vehicle Availability Payment in respect of the Relevant Month, calculated in accordance with paragraph 5 (Calculation of Vehicle Availability Payment);</i></p> <p>1.2.7 <i>ATF_{rm} is the Alternative Transport Fee in respect of the Relevant Month, calculated in accordance with paragraph 12 (Calculation of Alternative Transport Fee);</i></p> <p>1.2.8 <i>LSF_{rm} is the Locomotive Services Fee in respect of the Relevant Month, calculated in accordance with paragraph 13 (Calculation of Locomotive Services Fee);</i></p> <p>1.2.9 <i>PD_{rm-1} is the aggregate of all Performance Deductions incurred in respect of Scheduled Services during the Relevant Month immediately preceding the Relevant Month, calculated in accordance with paragraph 6 (Calculation of Performance Deductions);</i></p> <p>1.2.10 <i>RFD_{rm} is the aggregate of any Reporting Failure Deductions to be deducted from the relevant payment in accordance with paragraph 7 (Calculation of Reporting Failure Deductions);</i></p> <p>1.2.11 <i>CSP_{rm} is the Customer Satisfaction Payment which:</i></p> <p>(a) <i>in respect of each Relevant Month falling after the month in which the Surveying Organisation provides the results of a Customer Satisfaction Survey (excluding the Base Customer Satisfaction</i></p>

Clause / Paragraph	Subject	Amendment
		<p><i>Surveys pursuant to Annexure 9 (Customer Satisfaction Survey) is the amount (if any) payable in accordance with paragraph 8.2 (Customer Satisfaction Payments) in respect of that Customer Satisfaction Survey; and</i></p> <p>(b) <i>otherwise, is zero;</i></p> <p>1.2.12 <i>PP_{rm} is the Performance Payment which:</i></p> <p>(a) <i>in relation to the last Relevant Month falling in any Half Year, is the aggregate amount (if any) to which the Operator is entitled under paragraph 9.5 (Operator's entitlement to payment); and</i></p> <p>(b) <i>in relation to all other Relevant Months, is zero.</i></p> <p>1.2.13 <i>FIMA is the FIM Adjustment in respect of any FIM Calculation Year in respect of which there is a Patronage Excess which:</i></p> <p>(a) <i>in relation to the Relevant Month falling after the Relevant Month in which notice is served under paragraph 10.2 (Notice of Actual Patronage) where there has been a Patronage Excess in the relevant FIM Calculation Year, is the amount of any FIM Adjustment to which the Operator is entitled under paragraph 10.5 (Payment); and</i></p> <p>(b) <i>in relation to all other Relevant Months, is zero; and</i></p> <p>1.2.14 <i>FIMD is the FIM Adjustment in respect of any FIM Calculation Year in respect of which there is a Patronage Shortfall which:</i></p> <p>(a) <i>in relation to the Relevant Month falling after the Relevant Month in which notice is served under paragraph 10.2 (Notice of Actual Patronage) where there has been a Patronage Shortfall in the relevant FIM Calculation Year, is the amount of any FIM Adjustment to be set off from the Services Fee under paragraph 10.6.2 (Payment); and</i></p> <p>(b) <i>in relation to all other Relevant Months, is zero.</i></p>
<p><u>New paragraph</u></p>	<p><u>Calculation of the Wellington Station Operator Area Cleaning Fee</u></p>	<p>Add a new paragraph 2A as follows:</p> <p><u>Calculation of the Wellington Station Operator Area Cleaning Fee</u></p> <p><i>2A.1 Where in a Relevant Month the Operator has incurred cleaning costs for Areas A, E and F at Wellington Station (as described in the table at paragraph 7.1 of Schedule 9 (Station and Depot Facilities)), the Wellington Station Operator Area Cleaning Fee payable in respect of such cleaning costs (subject to receipt of any reasonable supporting information requested by GWRC) shall in respect of a Relevant Month be calculated as follows:</i></p> <p><i>WSOACF_{rm} = Net Financial Impact Amount_{rm}, where:</i></p> <p><i>Net Financial Impact Amount = [REDACTED]_{rm} (made up of [REDACTED] (being the direct costs (excluding GST) determined in accordance with paragraph 13.1.2 of Schedule 16 and an [REDACTED] margin on such costs amounting to [REDACTED] determined in accordance with paragraph 13.1.3 of Schedule 16); and</i></p> <p><i>The Net Financial Impact Amount shall be NFI Indexed from the Commencement Date in accordance with the provisions at paragraph 12.7 of Schedule 16.</i></p>
<p>Schedule 1 (Definitions and interpretation)</p>		

Clause / Paragraph	Subject	Amendment
1.	Definitions	Add the following definition: <i><u>Wellington Station Operator Area Cleaning Fee means the fee payable by GWRC to the Operator for cleaning areas A, E and F at Wellington Station calculated in accordance with paragraph 2A (Calculation of the Wellington Station Operator Area Cleaning Fee) of Schedule 6 (Financial and Performance Regime).</u></i>

10

Variation Notice


Partnering Contract:




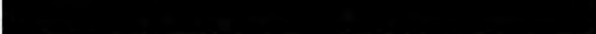
Variation Number 006 – Maintenance of Electric Shunts

Minor Contract Variation

Note: A Minor Contract Variation is defined at Schedule 1 to mean any Contract Variation which in GWRC's reasonable opinion will not require the Operator to incur Capital Expenditure in excess of \$100,000 (which amount shall not be Indexed) in aggregate over the remainder of the Term

Minor Contract Variation Notice (Only GWRC may initiate – refer paragraph 5.2, Schedule 16)	
Contract Identifier	Provision of Vehicle Services in regard to Electric Shunts (in accordance with clause 5.29, Partnering Contract)
Category of Variation	Schedule 6 – (Financial and Performance Regime) Services Fee Table - (set out at Appendix 1 of Schedule 6)
Contract Variation Number	GWRC: 006 Doc ID: CNTR-7-1046 Operator: PT0416 Variation 6
Date of issue of Minor Contract Variation Notice	16 July 2018
Details of the Minor Contract Variation	<ol style="list-style-type: none"> 1. GWRL has procured 2 x Zephyr 1800E electric shunt crabs (Electric Shunts) on the basis that the availability of two Electric Shunts would create Operator efficiencies compared to the diesel shunt enabling reduced downtime, reduced staffing requirements, and reduced risk of false alarm evacuations. 2. The Electric Shunts are included in the definition of "Vehicles" as described at Schedule 10 (Operating Lease). The Operator (Transdev Wellington) is therefore required to maintain the Electric Shunts in accordance with the obligations set out at Schedule 4 (Vehicle Services). 3. Amend Schedule 6 (Financial and Performance Regime) by amending Appendix 1- Services Fee Table to include a revised "Initial Vehicle Services Fee" amount based on the Hyundai Rotem quote (Attachment 1) including their subcontractor Buildmaster quote (Attachment 2) which comprises the following (subject to the exclusions set out below): <div style="background-color: black; height: 150px; width: 100%; margin-top: 10px;"></div> 4. If the Electric Shunts operate materially more than their intended use of a daily average of 2 hours per working day each (calculated at 261 days a year) over the period of the first year of operation then this Variation Order may be reviewed.

	<p>5. If and when the operational efficiencies capable of being delivered as a result of this investment are implemented, this Variation Order shall be reviewed.</p> <p>6. Amend the Locomotive Services fee to be passed on to GWRC by the Operator by reducing the Locomotive services fee by \$ [REDACTED] per annum (indexed).</p>
<p>Date by which the Minor Contract Variation must be implemented</p>	<p>Subject to issue of approved Variation Order by GWRC and GWRL (see Part C below)</p>
<p>Methodology and process by which Operator must implement the Minor Contract Variation</p>	<p>As per Schedule 6, paragraph 3, the <i>Vehicle Services Fee</i> to be increased to cover the cost of maintaining the Electric Shunts from the date that the Electric Shunts are accepted by GWRL and made available to the Operator for use in service, which was the 23 April 2018.</p> <p>As per Schedule 6, paragraph 13, the <i>Locomotive Services Fee</i> is to decrease to apply from that date that the Electric Shunts are accepted by GWRL and made available to the Operator for use in service.</p>
<p>Extent to which GWRC (acting reasonably) considers that the Operator will require relief from its obligations under the Partnering Contract as a result of the implementation of the Minor Contract Variation</p>	<p>Not Applicable</p>
<p>Any further information regarding the Minor Contract Variation as GWRC wishes to provide</p>	<p>The preliminary Electric Shunt maintenance spares are available for the Operator (at its discretion) to purchase from GWRL for the total sum of NZ\$ [REDACTED] plus GST for both Electric Shunts for years 1 and 2 (refer to Attachment 3 for list of Parts per Electric Shunt) or such lesser amount as may be agreed to between the Parties. Any material or parts left after the end of the maintenance period, GWRC will consider as a transferring asset.</p> <p>The parts will be delivered before the maintenance service starts for inventory and inclusion in MMIS purposes and all required information for entering to MMIS must be provided by GWRC to the Operator, upon request by the Operator to the Operator's satisfaction.</p> <p>A copy of warranty agreement, test and commissioning results, the drawings, manuals, check lists and all the other relevant technical documentation will be transferred from the manufacturer and be delivered to the Operator before the warranty commences.</p>
<p>Any other particulars GWRC requires from the Operator in its Minor Contract Variation Quote (refer para 5.2.5 of Schedule 16)</p>	<p>The Operator's Licence will be amended to include the operation of the Electric shunts</p>
<p>Signature of GWRC Authorised Representative</p>	<div style="text-align: center;">  _____ (Signature) </div> <p>Name: Wayne Hastie Position: GM Public Transport</p> <p>Date: 18 July 2012</p>

Minor Contract Variation Quote – to be completed by Operator (refer paragraph 5.3, Schedule 16)	
<p>Estimate of Net Financial Impact arising from the proposed Minor Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) and with such estimate provided on an Open Book Basis and accompanied by all working papers and other documentation required to support the estimate (as required by paragraph 5.3 of Schedule 16)</p>	<p>1 Initial Vehicle Services Fee (relating to this Variation)</p> <p></p> <p>2 Locomotive Fee</p> <p>Locomotive Services fee to be passed on to GWRC by the Operator by reducing the Locomotive services fee by  (GST exclusive) per annum (indexed).</p>
<p>Any other particulars specified by GWRC in the Minor Contract Variation Notice as being required</p>	<p>If and when the operational efficiencies capable of being delivered as a result of this investment are implemented, this Variation Order shall be reviewed</p>
<p>Signature of Operator Authorised Representative</p>	<p></p> <p>Name: </p> <p>Position: Managing Director/Operator Authorised Representative</p> <p>Date: 13 August 2018</p>

Approved Variation Order

Part C Form of approved Variation Order	
This Variation Order relates to	A Minor Contract Variation (as set out in the Minor Contract Variation Notice above)
Estimate of Net Financial Impact arising from the proposed Contract Variation	<p>1 Initial Vehicle Services Fee (for this Variation)</p> <p>[REDACTED]</p> <p>2 Locomotive Fee</p> <p>Locomotive Services fee to be passed on to GWRC by the Operator by reducing the Locomotive services fee by \$ [REDACTED] per annum (indexed).</p>
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	<p>Schedule 6 (Financial and Performance Regime) Appendix 1- Services Fee Table and columns "Initial Vehicle Services Fee", "Vehicle Services Fee – IFT", "Vehicle Services Fee – RS1", and "Vehicle Services Fee – Both Pre Priced Options", shall be increased as indicated below:</p> <p>Initial Vehicle Services Fee (for this Variation)</p> <p>[REDACTED]</p> <p>1 Locomotive Fee</p> <p>Locomotive Services fee to be passed on to GWRC by the Operator by reducing the Locomotive services fee by [REDACTED] (GST exclusive) per annum (indexed).</p>
Time frame within which the proposed Contract Variation will be implemented	Contract Variation is implemented from the date that the Electric Shunts are accepted by GWRL and made available to the Operator for use in service, which is the 23 April 2018.
Any conditions attached to the Contract Variation	If and when the operational efficiencies capable of being delivered as a result of this investment are implemented, this Variation Order shall be reviewed.
Notice to proceed	GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.
Signatures of GWRC and GWRL Authorised Representatives	<p style="text-align: center;">  _____ (Signature) </p> <p>Name: Wayne Hastie Position: GM Public Transport/GWRC Authorised Representative Date: 17 August 2018</p> <p style="text-align: center;">  _____ (Signature) </p> <p>Name: Wayne Hastie Position: GM Public Transport/GWRL Authorised Representative Date: 17 August 2018</p>

Summary of Attachments referred to in this Contract Variation:

Attachment 1 – Rotem's QuotationNo: HRNZQ0006

Attachment 2 – Buildmaster Quote 12 dated 7 March 2018

Attachment 3 – Electric Shunt list of parts available for purchase



HYUNDAI-ROTEM COMPANY

Hyundai Motor Group

Wellington EMU Depot, NZBN: 9429031481144

154 Thorndon Quay, Pipitea, Wellington, New Zealand

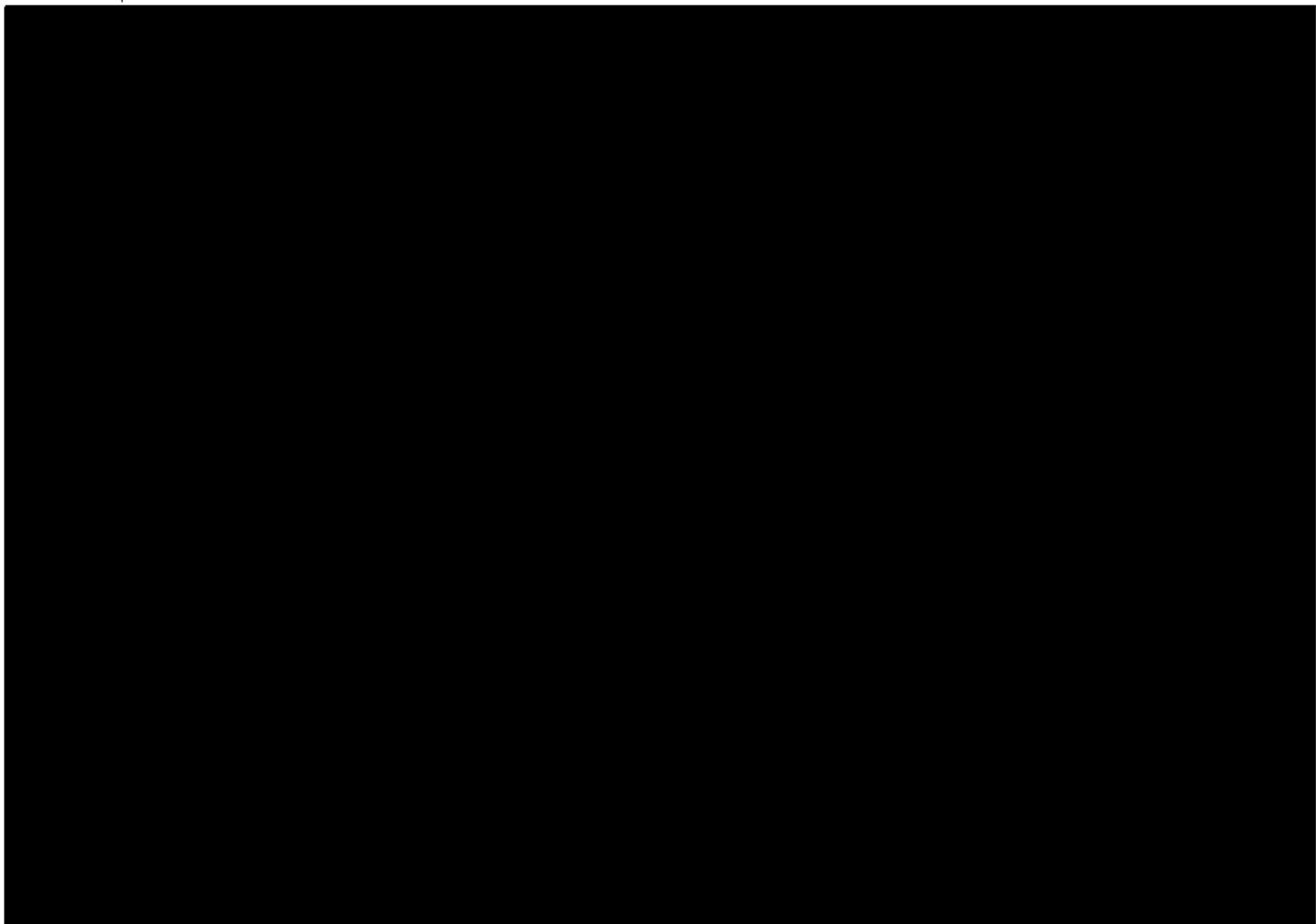
www.hyundai-rotem.co.kr

Attachment 1 to revised VO 6

To : Transdev Wellington Limited
CN:5164521
L8,469 Latrobe Street
Melbourne
Victoria, 3000
Australia

GST No : 105022247
Customer No : 10001
Date : 11 May 2018
Quotation No : HRNZQ0006
Pages : 1/1

Note : This Minor Contract Variation quotation is based on the Minor Contract Variation Notice that was issued by GWRC to the Operator as anticipated by clause 5.29.4 (c) of the Partnering Contract to allow the Operator to submit a Minor Contract Variation Quote setting out the Operator's estimate of the Net Financial Impact of assuming the obligation to carry out Maintenance Works in respect of the Electric Shunts.



11-15 Torrens Terrace, Mount Cook
PO BOX 6056, Wellington
service@buildmaster.co.nz
(04) 387 7148



Date: 7th March 2018

To: Eion Smoothy,
Hyundai Rotem

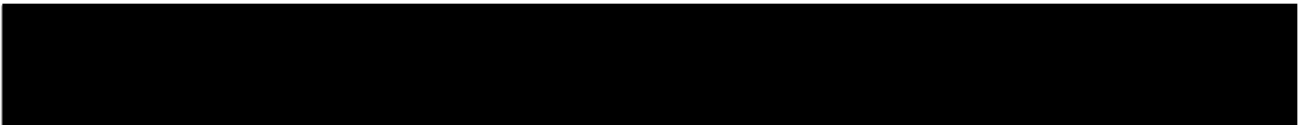
RE: EMU Depot – Maintenance of Zephyr Crabs

Quote: #12

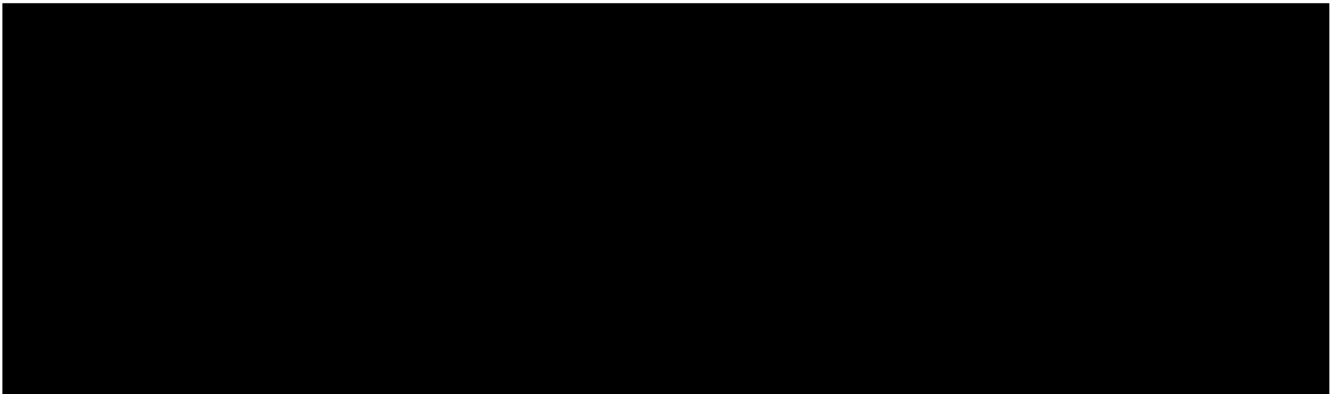
Thank you for the opportunity to quote for the following works:

Maintenance of 2x Zephyr Crabs. Maintenance includes all scheduled and unscheduled maintenance with a parts value of up to [REDACTED] collectively over one calendar year. Please see appendix 1 for scheduled maintenance.

What we have allowed for:



Tags and Bid Clarifications:



Regards,

Matthew Banks

Project Manager,
Buildmaster Ltd

(04) 387 7148 / (021) 388 813
matthew@buildmaster.co.nz

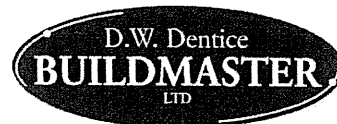


11-15 Torrens Terrace, Mount Cook
PO BOX 6056, Wellington
service@buildmaster.co.nz
(04) 387 7148



APPENDIX 1:





MAINTENENCE – Zephir Crab 1800E

Date:		Checked By:	
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Note: The house meter records the total hours of operation of the motor and is to be used to program all the maintenance procedures listed below. Carry out all the maintenance jobs at the hourly intervals indicated. Service more frequently if the vehicle is used in heavy duty conditions

Description	Job Description	Within first 200 hrs	Every 500 hrs	Every 1000 hrs	Every 3000 hrs
Chassis	• Make sure none of the load bearing elements are damaged	X			
	• Make sure the fittings are tight	X			
	• Make sure the bonnets are secured in place	X			
Driving Wheel	• Check the securing screws	X			
	• Grease the rotation bearing			X	
	• Change the oil	X		X	
	• Check the oil level	X	X		
Wheels	• Make sure they are not worn and check their firm attachment	X			
	• Check the supports and attachments	X			
	• Grease the greasing points	X			
Hydraulic System	• Check the seal of the fittings	X			
	• Check the oil level	X	X		
	• Check the seal and firm attachment of the hydraulic jacks		X		
	• Make sure none of the pipes are damaged		X		
	• Make sure the filter is clean	X			
	• Change the hydraulic oil				X
Electric Motor Manifold	• Make sure all the screws and nuts are tight			X	
	• Check the couplings and electrical connections, verify that there are not traces of overheating			X	
Bearings	• Check the temperature – check for vibrations and noise			X	



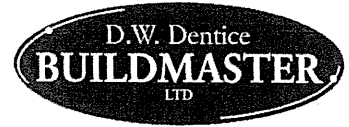


Isolation	<ul style="list-style-type: none"> Check using the Megger instrument, especially in damp workplaces, the isolation value: it must not be lower than 2MΩ 	X			
	<ul style="list-style-type: none"> Check the correct positioning of the grounding brushes (if present) 		X		
Screws	<ul style="list-style-type: none"> Make sure none of the screws are loose 			X	
	<ul style="list-style-type: none"> Make sure the electrical connections are tight so that no localized heating occurs 			X	
Windings	<ul style="list-style-type: none"> Clean generally 			X	
	<ul style="list-style-type: none"> Make sure the isolation towards earth is higher than or equal to 2MΩ 			X	
Battery	<ul style="list-style-type: none"> Make sure the battery cables are not damaged 		X		
	<ul style="list-style-type: none"> Check the density and level of the electroly 		X		
	<ul style="list-style-type: none"> Make sure the terminals are tight – lubricate with grease 		X		
Rail Axles	<ul style="list-style-type: none"> Make sure the screws are tight 	X	X		
	<ul style="list-style-type: none"> Check and register the brakes 		X		
	<ul style="list-style-type: none"> Check and change oil if necessary 	X		X	
Art Joints	<ul style="list-style-type: none"> Grease the pins 	X	X		
Driving Wheel Brake	<ul style="list-style-type: none"> Check the efficiency and setting 	X			
	<ul style="list-style-type: none"> Check the state of the pads 		X		
Pressure accumulators	<ul style="list-style-type: none"> Check the preload pressure 	X		X	
Hydraulic Pump	<ul style="list-style-type: none"> Check and change the oil if necessary 				X
Pneumatic System	<ul style="list-style-type: none"> Drain the condensate 	X			
	<ul style="list-style-type: none"> Change the compressor air filter 		X		
	<ul style="list-style-type: none"> Change the compressor oil 			X	
	<ul style="list-style-type: none"> Replace the air filters 			X	
	<ul style="list-style-type: none"> Replace the dryer cartridge 			X	

Signature..... Date.....



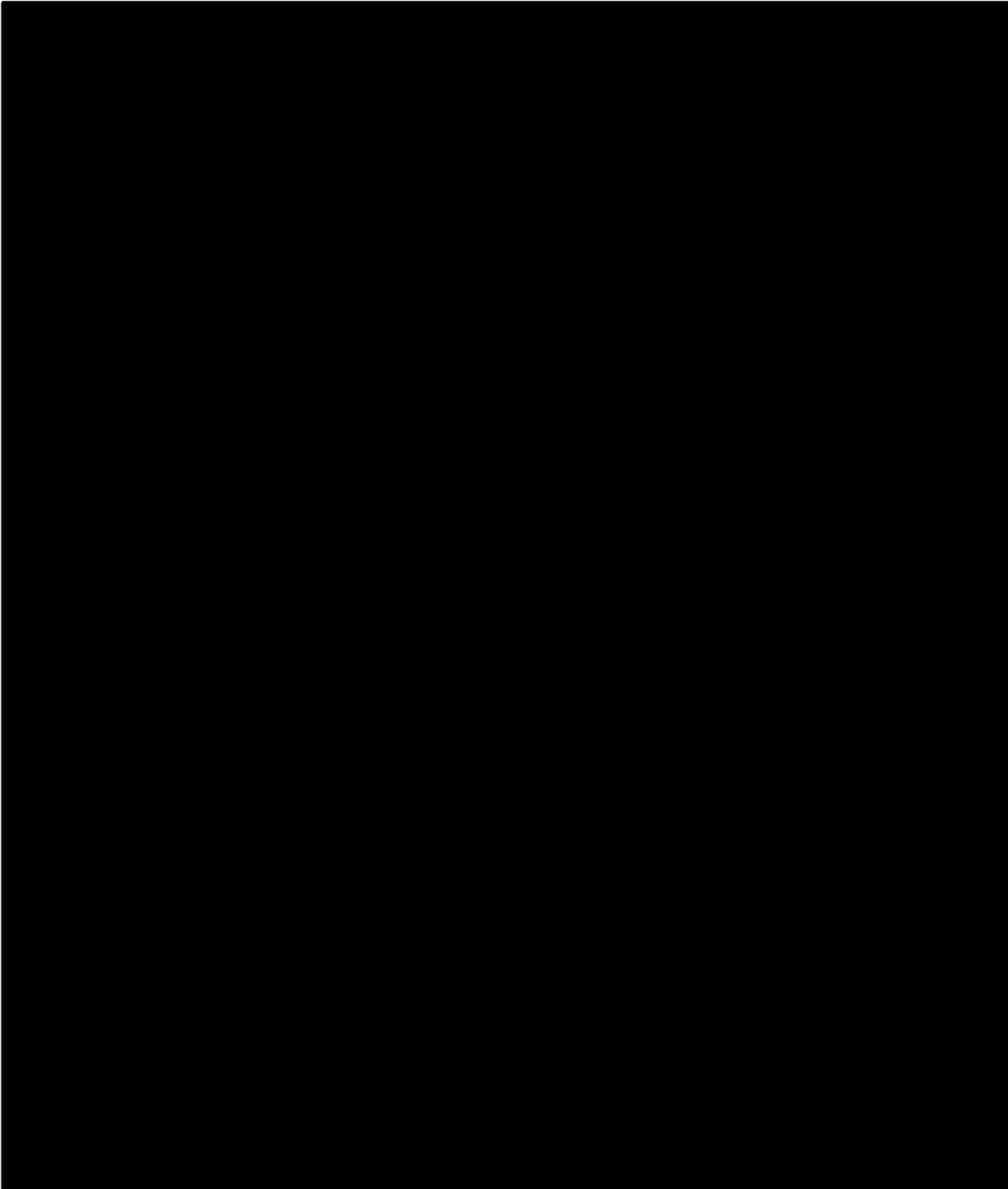
11-15 Torrens Terrace, Mount Cook
PO BOX 6056, Wellington
(04) 387 7148
service@buildmaster.co.nz



APPENDIX 16:

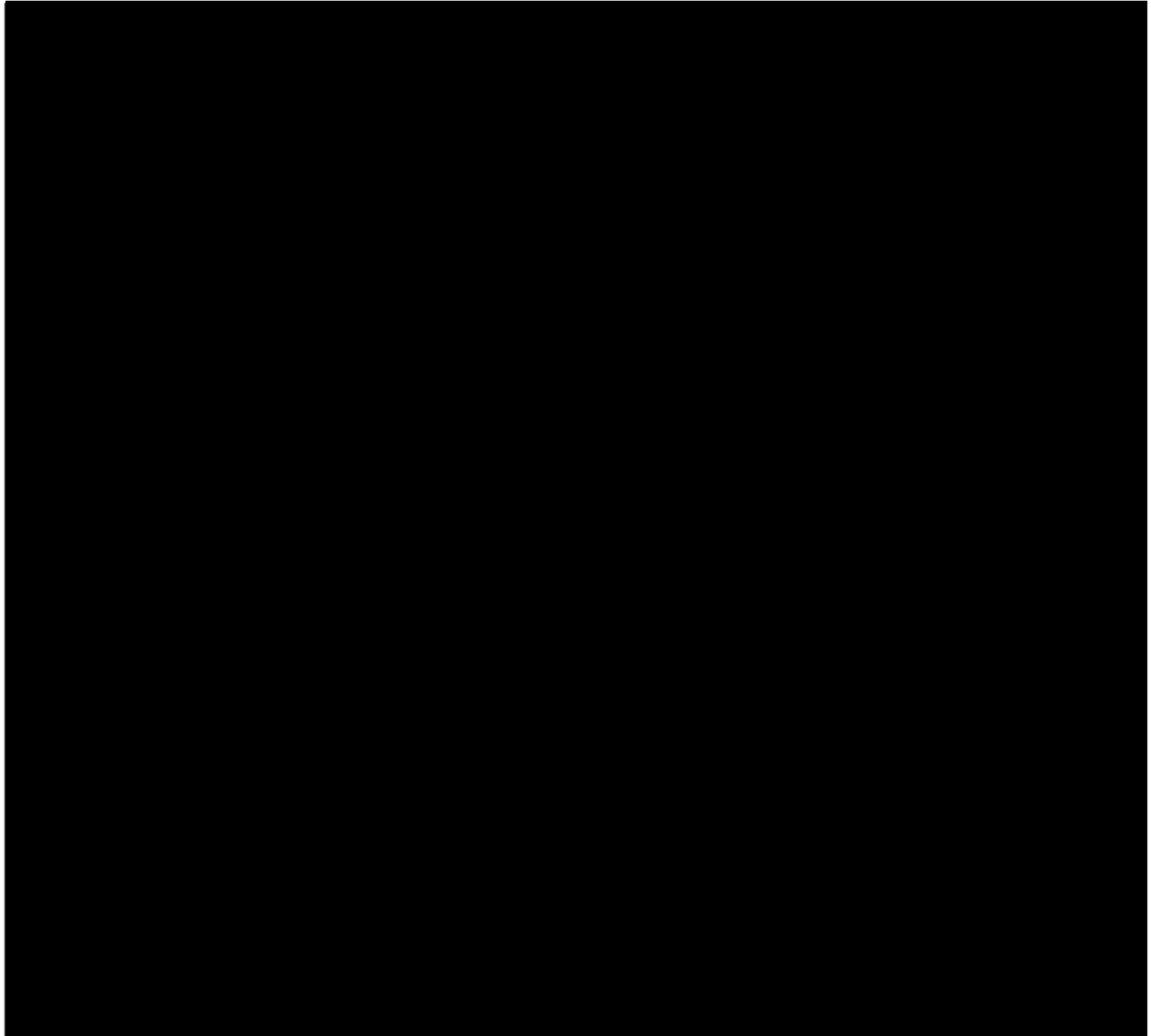


11-15 Torrens Terrace, Mount Cook
PO BOX 6056, Wellington
(04) 387 7148
service@buildmaster.co.nz



Attachment 3 – Electric Shunt parts available for purchase

Preliminary and Maintenance Spares available for purchase by Operator (per Electric Shunt)



Variation Proposal


Partnering Contract: Variation Number 007 – Maintenance of Masterton Compressor


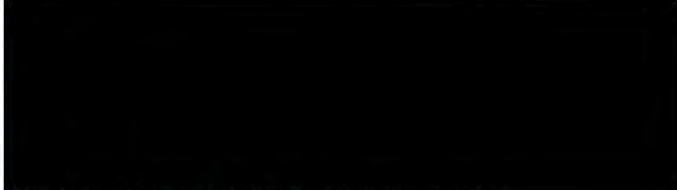
Minor Contract Variation – GWRC to complete the form of notice below

Note: A Minor Contract Variation is defined at Schedule 1 to mean any Contract Variation which in GWRC's reasonable opinion will not require the Operator to incur Capital Expenditure in excess of [REDACTED] (which amount shall not be Indexed) in aggregate over the remainder of the Term, but excludes:

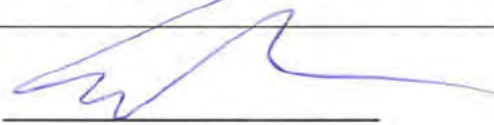

- (a) the implementation of a Pre Priced Option following the issue of an order given by GWRC pursuant to paragraph 4.1(Implementation of Pre Priced Options) of Schedule 16; and
- (b) any changes made to the Timetable or the Rail Unit Timetable in accordance with the Timetable Change Process, any changes made to the Rail Network Timetable and, in either case, any associated changes to the Working Timetable; and
- (c) any Special Event Services

Minor Contract Variation Notice (Only GWRC may initiate – refer paragraph 5.2, Schedule 16)	
Contract Identifier	Provision of Vehicle Services in regard to expanding definition of EMU Depot Plant and Equipment, to include the compressor based in Masterton.
Category of Variation	Schedule 1 (Definitions and Interpretation), definition of EMU Depot Plant and Equipment Schedule 4 (Vehicle Services), Appendix 5 (EMU Depot Plant and Equipment Manual) Schedule 6 – (Financial and Performance Regime), Appendix 1 (Services Fees Table)
Contract Variation Number	GWRC: CNTR-7-1053 Operator: PT0416 Variation 7
Date of issue of Minor Contract Variation Notice	29 May 2017
Details of the Minor Contract Variation	<p>1. Amend Schedule 1 (Definitions and Interpretation) to expand the definition of "EMU Depot Plant and Equipment" as follows:</p> <p>means the plant and equipment:</p> <p>A. located at the EMU Depot including:</p> <ul style="list-style-type: none"> (a) Atlas Copco GA 15 air compressor; (b) Heggenscheidt wheel lathe; (c) Kapiti Engrng 3000kg SWL- road 5 dropt table; (d) Kapiti Engrng 3000 SWL – road 1; (e) Monocrane 15 tonne 1; (f) Monocrane 15 tonne 2; (g) Jib crane; (h) Monorail crane; (i) Twin section train wash system; (j) Windhoff train jacking system; (k) Wheel lathe air compressor;

	(l) Wheel lathe winch and capstans; and							
	(m) 250kg jib crane; and							
	B. located at Masterton							
	(n) Atlas Copco GX5 Air Compressor.							
	2. Amend Schedule 4 (Vehicle Services) by amending Appendix 5 (EMU Depot Plant and Equipment Manual) to add the following row at the bottom of the table							
	<table border="1"> <thead> <tr> <th>Equipment</th> <th>Document Title</th> <th>Document Number</th> <th>Revision/Date</th> </tr> </thead> <tbody> <tr> <td>Atlas Copco GX5 Air Compressor located at Masterton</td> <td>Atlas Copco Preventive Maintenance Agreement (attached to Service Proposal for Hyundai Rotem dated 20 April 2017)</td> <td>NA</td> <td>NA</td> </tr> </tbody> </table>	Equipment	Document Title	Document Number	Revision/Date	Atlas Copco GX5 Air Compressor located at Masterton	Atlas Copco Preventive Maintenance Agreement (attached to Service Proposal for Hyundai Rotem dated 20 April 2017)	NA
Equipment	Document Title	Document Number	Revision/Date					
Atlas Copco GX5 Air Compressor located at Masterton	Atlas Copco Preventive Maintenance Agreement (attached to Service Proposal for Hyundai Rotem dated 20 April 2017)	NA	NA					
	3. Amend Schedule 6 (Financial and Performance Regime) by amending Appendix 1 – Services Fee Table to include a revised "Initial Vehicle Services Fee" to include an additional \$ [xxx] per annum from 1 July 2016 to cover the additional cost of maintaining the Atlas Copco GX5 Air Compressor at Masterton.							
	The revised Appendix 1 (Services Fees Table) will be prepared by the Operator and attached to the Variation Order.							
Date by which the Minor Contract Variation must be implemented	1 August 2017 Subject to issue of approved Variation Order by GWRC and GWRL(see Part C below)							
Methodology and process by which Operator must implement the Minor Contract Variation	The <i>Vehicle Services Fee</i> set out in the Services Fees Table will be increased to include the Net Financial Impact incurred by the Operator in regard to maintenance of the additional air compressor from 1 of July 2016 and provided to GWRC for approval.							
Extent to which GWRC (acting reasonably) considers that the Operator will require relief from its obligations under the Partnering Contract as a result of the implementation of the Minor Contract Variation	Not Applicable							
Any further information regarding the Minor Contract Variation as GWRC wishes to provide	Not applicable							
Any other particulars GWRC requires from the Operator in its Minor Contract Variation Quote (refer para 5.2.5 of Schedule 16)	Not applicable							
Signature of GWRC Authorised Representative	 (Signature) Name: Angus Gabara Position: GWRC Authorised Representative Date: 3/10/18							

Minor Contract Variation Quote – to be completed by Operator (refer paragraph 5.3, Schedule 16)	
Estimate of Net Financial Impact arising from the proposed Minor Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) and with such estimate provided on an Open Book Basis and accompanied by all working papers and other documentation required to support the estimate (as required by paragraph 5.3 of Schedule 16)	
Any other particulars specified by GWRC in the Minor Contract Variation Notice as being required	Nil
Signature of Operator Authorised Representative	 Position: Operator Authorised Representative Date:

Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL)	
This Variation Order relates to	A Minor Contact Variation (as set out in the Minor Contract Variation Notice above)
Estimate of Net Financial Impact arising from the proposed Contract Variation	
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	
Time frame within which the proposed Contract Variation will be implemented	This variation is to be initiated immediately to align with the programmed maintenance requirements.
Any conditions attached to the Contract Variation	Nil
Notice to proceed	GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.
Signatures of GWRC and GWRL Authorised Representatives	<div style="text-align: center;">  _____ (Signature) </div> <p>Name: Angus Gabara Position: GWRC Authorised Representative</p> <p>Date: 3/10/18</p> <div style="text-align: center;">  _____ (Signature) </div> <p>Name: Angus Gabara Position: GWRL Authorised Representative</p> <p>Date: 3/10/18</p>

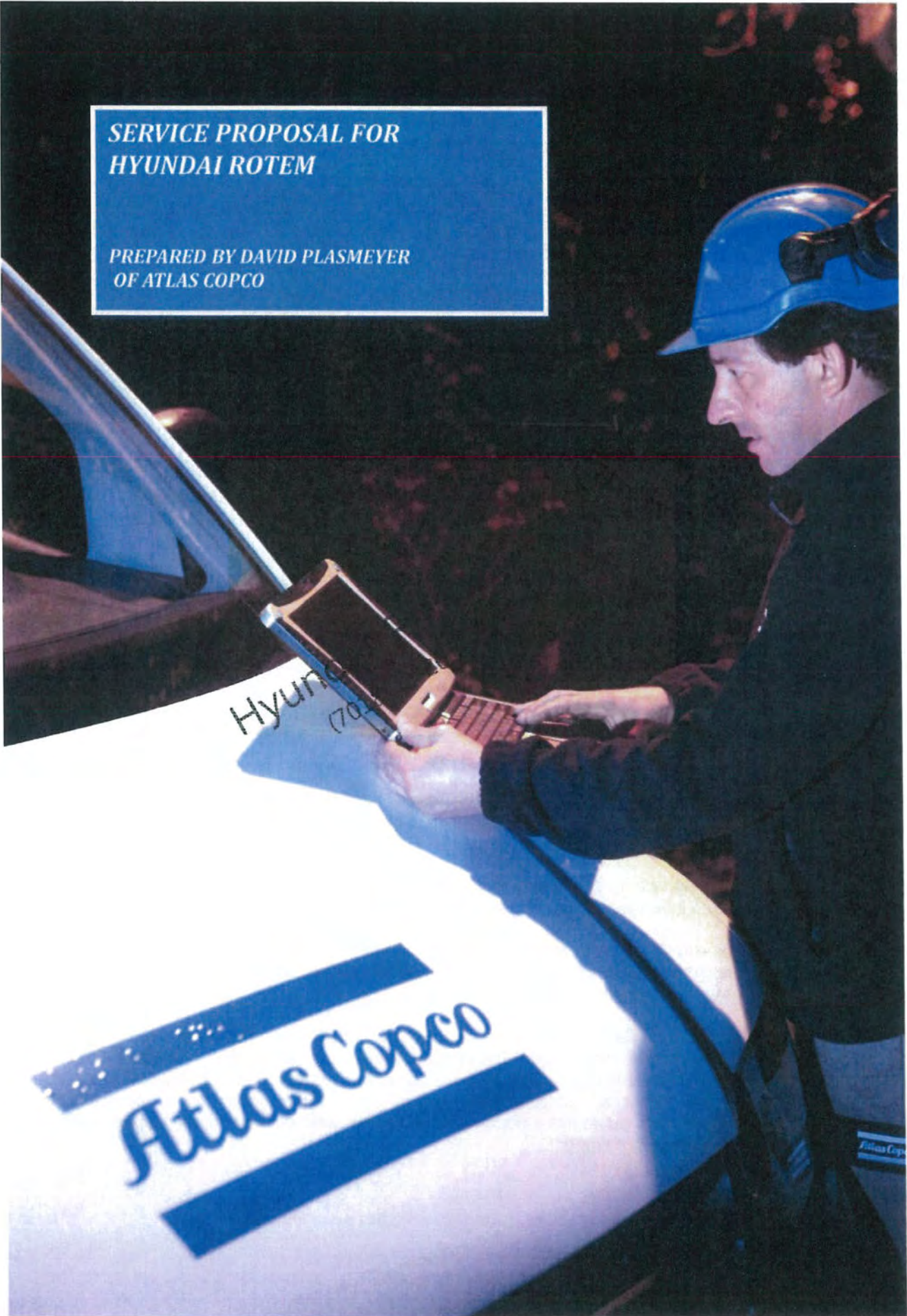
Summary of Attachments (if any) referred to in this Contract Variation:

Attachment 1 – Service Proposal prepared for Hyundai Rotem by Atlas Copco dated 20 April 2017

Attachment 2 – Services Fees Table (Revision [1], prepared in response to Variation Order 7)

*SERVICE PROPOSAL FOR
HYUNDAI ROTEM*

*PREPARED BY DAVID PLASMEYER
OF ATLAS COPCO*



20 April 2017

Hyundai Rotem – EMU Depot
Thorndon Quay
Wellington

Attention: David Reynolds

Service Proposal for Hyundai Rotem air compressors

Dear , Mr Reynolds

Thank you for this opportunity to submit the tender on the compressor service and maintenance systems.

Atlas Copco is a world leading provider of industrial productivity solutions. The group and services range from compressed air and gas equipment, generators, construction and mining equipment, industrial tools and assembly systems, to related aftermarket and rental. In close co-operation with customers and business partners, and with 143 years of experience, Atlas Copco is always striving for superior productivity. Locally, Atlas Copco (NZ) Limited have been supporting and servicing New Zealand companies for more than 63 years.

Headquartered in Stockholm, Sweden, the Group's global reach spans more than 180 markets. In 2014 Atlas Copco had revenue of 94 Billion SEK (10.3 Billion Euros) and 44,000 employees.

The New Zealand Head Office is located in Mt Wellington, Auckland. We have Branches throughout New Zealand and also look after many customers in the Pacific from Samoa, Fiji and Tahiti. Atlas Copco has 23 qualified Service Technicians across New Zealand.

The Atlas Copco Service operation is unique. With years of experience and ongoing investment, we are the only major compressor manufacturer providing a dedicated service tailored to our customers needs. We under-write our own service.

Atlas Copco has a range of service agreements to suit your needs. Maintenance budgets become clear and simple, with prices fixed in advance. You choose the service options and time period.

Atlas Copco New Zealand is an active member is the Electricity Commissions Compressed Air Systems Energy Efficiency Program. We have a fully accredited Auditor available to carry out the Compressed Air audits for your Company, free of charge.

The Atlas Copco New Zealand's Service Plans are designed to be both cost effective and worry-free for our customers. Atlas Copco will relieve you of the burden of maintenance planning and will ensure servicing of your equipment is carried out on a regular basis as per manufacturer specifications. This type of plan dramatically reduces breakdowns that can be costly and unnecessary, as potential problems will be recognised and appropriate preventive measures advised and taken before any damage has occurred to your plant or product.



Atlas Copco Preventative Maintenance Agreement

The Atlas Copco Preventative Maintenance Plan covers all servicing recommended by the original manufacture, at the correct intervals and in a pro-active manner. It offers fixed routine maintenance costs and allows for easy maintenance cost forecasting. The plan can be customized and adjusted at any time.

The plan can be adjusted or altered to suit your needs.

The prices for these maintenance plans are based on the running hours of the compressors per annum. Any additional work or necessary repairs, discovered during preventative maintenance is quoted for on a fixed price basis and can be carried out at either the next visit or during an additional visit depending on the urgency.

A Preventative Maintenance Plan Includes;

- All planned maintenance, including parts, (as recommended in the operators hand book)
- All labour and travel
- Comprehensive diagnostics
- Guaranteed parts availability.
- Detailed reporting. Electronic reports emailed to nominated contact.
- Data storage
- Out of hours service (available as an option)
- Reduced administration
- No Inventory.
- Remote monitoring, (available as an option)

I am proposing a Maintenance Plan be re-implemented across your site, which will provide you with all scheduled services over a three year period.

Included in these options would be **all air compressors annual servicing requirements, all parts, oil, labour, and travel** required during this time.

Atlas Copco operates a **24 hour / 7 day** call out roster to ensure our customers every needs are met.

Energy Efficiency Recommendations

There is an option to identify various energy efficiency saving opportunities which could be utilised throughout your Compressed Air System. Implementation of the various recommendations will improve the overall compressor efficiency performance. The cost of not doing so will be reflected in increased Maintenance costs, as more compressors will be operating.



TOTAL SITE SAVING OPPORTUNITIES

Leakage: An industry average is between 20 – 30 % leak rate on compressed air systems

Pressure: In many cases, plants run with excess pressure. Reducing pressure across site of 1 Bar, can give energy savings of 7%

Configuration: Compressor configurations can be changed to give a more efficient system.

I recommend that you take up the opportunity to look at all site compressed air energy requirements. There is good potential to save each site kWhrs on more efficient compressed air systems, which equates to money being saved on power and maintenance



Hyundai Rotem Company
(701872)-2017-05-01 14:15:12

Atlas Copco can also carry out **Air Leakage Surveys** as part of the service plan, allowing you to budget for these added value features. Repairs, if you would like Atlas Copco to carry out, will incur an extra charge. The Survey can be included within the service plan to ensure your continued energy efficiency savings are monitored. Adding air leakage to the site Maintenance schedule, will further enhance the site savings, and also reduce the maintenance required as machines will not be required to work as often as they do now. Your site will realise power savings as well as reduced maintenance costs.



Air Leak / Vacuum Detection Survey:

Atlas Copco can carry out leak detection surveys to show leak location plus size/cost. These leaks will be tagged and full report given to assist planning for repair. This can be added to your Service Agreement. All surveys include an itemized report, as per attached sample.



Smart Link Uptime.

I have also included an option to the service proposal called **Smart Link Uptime**. This enables both yourself and Atlas Copco to receive email or text notification of any unexpected event with the compressor. This includes general warnings, service requirements and shut-downs. It allows us to be able to react immediately to any problem identified with the compressor, be it calling site to check the machine, or get underway to site. The Smart Link box is already installed on your compressor. All we need to do is activate a license, of which there is an annual fee, and it is up and running.

Benefits

- Prevention of shutdowns or failures.
- Improved reliability and increased lifetime of non-consumable parts.
- Reduced time-intensive administration through pro-active scheduling of maintenance
- Atlas Copco gets contacted in the middle of the night if there is a breakdown, rather than the customer. We can get in there and fix it with minimal downtime for the customer.
- Monthly report emailed to you with status of the compressor.

The **Atlas Copco notification products** offer a convenient early warning system. With these solutions we can monitor the status of your compressor in real-time, and rapidly react to any situation, preventing breakdowns and shortening downtime, these tools allow you to keep operational costs to a minimum.

Intelligent notification

Critical events require different handling than others. **Smart Link Uptime** guarantees each notification is sent to the correct group of people using the most suitable medium –SMS and / or e-mail.



Quality Air Test

There is an opportunity available to test the quality of air by way of various pollutant tests. We can test for the following:

- Oil content in Air
- Carbon Dioxide
- Carbon Monoxide
- Nitrous Fumes
- Sulphur Dioxide
- Moisture

This will be an important addition to your Occupational Health and Safety reporting.

The test is relatively simple and we can carry out the test at six monthly or annual intervals



Compressed Air Equipment included in proposal:

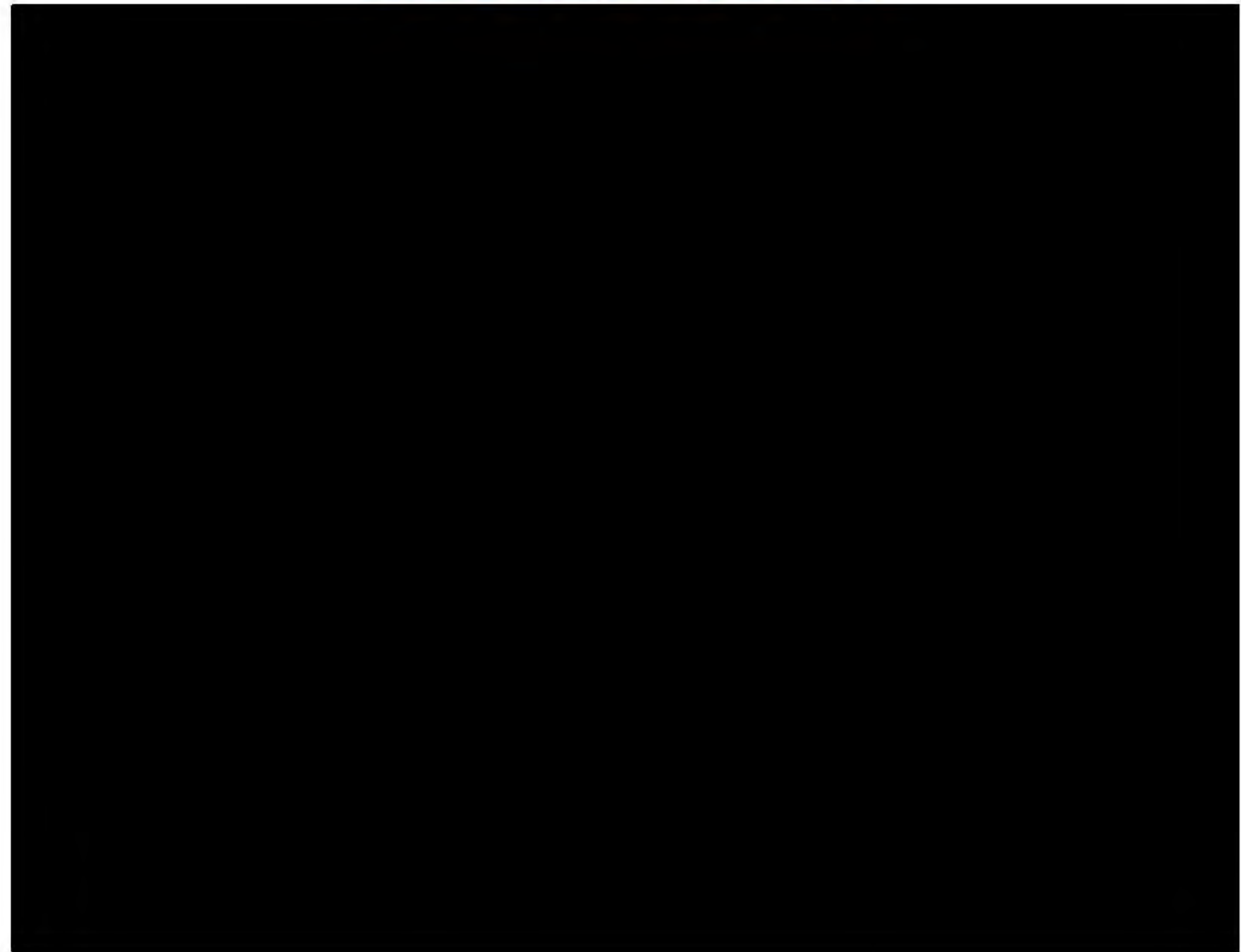
Service agreement would be for a term of three years with invoicing set up to suit your requirements. This will be reviewed annually with a right of renewal. Services required by Hyundai Rotem – EMU Depot over the next three years include:

Compressor Pricing Summary

Air Compressors

I Service	Inspection Visits
A Service	Annual service
B Service	8,000 hr service

Hyundai Rotem - Visit Schedule



Atlas Copco GA15FF Service Scope

Description	A visit	B visit	I visit
Follow Customer Specific Safety Rules	x	x	x
Check service readings	x	x	x
Check condition of cooling fan assy (AC)	x	x	x
Check fastenings	x	x	x
Check electrical components	x	x	x
Check motor greasing+overload setting	x	x	x
Check oil level	x	x	x
Check cooling air flow	x	x	x
Check coolers functions	x	x	x
Change compressor oil	x	x	
Change compressor oil filter	x	x	
Change air filter element(s)	x	x	
Measure SPM	x	x	x
Change oil separator element		x	
Change belt(s)		x	
Overhaul unloader valve		x	
Overhaul min. press valve		x	
Change thermostatic valve		x	
Overhaul water drain		x	
Check Coupling/Belts	x	x	x
Check Hourmeters	x	x	x
Check safeties	x	x	x
Check/clean condensate drain(s)	x	x	x
Check pressure and temperature gauges	x	x	x
Check for air- water- & oil leakage	x	x	x
Clean air filter & filter housing	x	x	x
Test run Compressor	x	x	x
Write up service report sheet	x	x	x

Inline Filter Service Scope

Description	F visit	I visit
Follow Customer Specific Safety Rules	x	x
Inspection	x	x
Check/clean condensate drain(s)	x	
Check pressure drop	x	x
Change cartridge	x	
Resemble Filter	x	
Test Run and check for leaks	x	x



Compare HV04 Service Scope

Description	A visit	C visit	I visit
Follow Customer Specific Safety Rules	x	x	x
Check for air leaks	x	x	
Check for oil leaks	x	x	
Check oil temperature	x	x	
Check discharge air temperature	x	x	
Change seal on minimum pressure valve	x	x	
Change seal on air inlet valve	x	x	
Check Coupling/Belts	x	x	
Clean compressor	x	x	
Change Compressor oil	x	x	
Change compressor oil filter	x	x	
Change air filter element(s)	x	x	
Change vacuum valve seals	x	x	
Clean coolers (outside only)	x	x	
Grease motor bearings (If required)			x
Change oil separator element			x
Change drive coupling / belt(s)			x
Check oil level			x
Test Run Compressor	x	x	x
Write Up Service Report Sheet	x	x	x

Atlas Copco GXFF Service Scope

Description	A visit	B visit	I visit
Follow Customer Specific Safety Rules	x	x	x
Inspection	x	x	x
Check/clean condensate drain(s)	x	x	x
Change air filter element(s)	x	x	
Change compressor oil filter	x	x	
Change oil separator element	x	x	
Change compressor oil	x	x	
Change belt(s)	x	x	
Check Dewpoint & Indicator Lamps(FFOnly)		x	
Overhaul water drain		x	
Clean compressor	x	x	x
Check for air- water- & oil leakage	x	x	x
Check electrical components	x	x	x
Check safeties	x	x	x
Check Coupling/Belts	x	x	x
Clean filter housing	x	x	x
Check condition of cooling fan assy (AC)	x	x	x
Check oil level	x	x	x
Test Run Compressor	x	x	x
Write Up Service Report Sheet	x	x	x



Guaranteed Response Time: In the case of an unexpected event with your compressors, we will guarantee that we will have a technician on your site within 2.5 hours from time of Notification + SMS, or phone call.

Labour Rates: There will be an extra charge for work done outside the scope of work. Labour and Mileage Rates will be guaranteed for 12 months from execution of agreement. These rates will be reviewed annually.



Normal Hours: 8 hours will constitute an ordinary day. An ordinary day may be worked between the hours of 6 am and 6 pm on each day from Monday to Friday inclusive.

Overtime: Overtime is defined as

- Time worked in excess of the ordinary hours of ceasing work. Overtime is paid at a rate of time & a half for the first 3 hours and double time thereafter.
- Double time is paid after noon on Saturdays and all day Sunday.

Hoping this is to your requirements and assists with budgeting for annual servicing costs. Look forward to hearing any feedback on this proposal and would be keen to discuss any alterations to suit your requirements. Also included below is information covering,

- Benefits of Service Plan
- Atlas Copco Service Record Sheet completed at each visit
- Atlas Copco Branch Locations

If you wish to discuss this maintenance proposal further, please contact me on the contact details below.

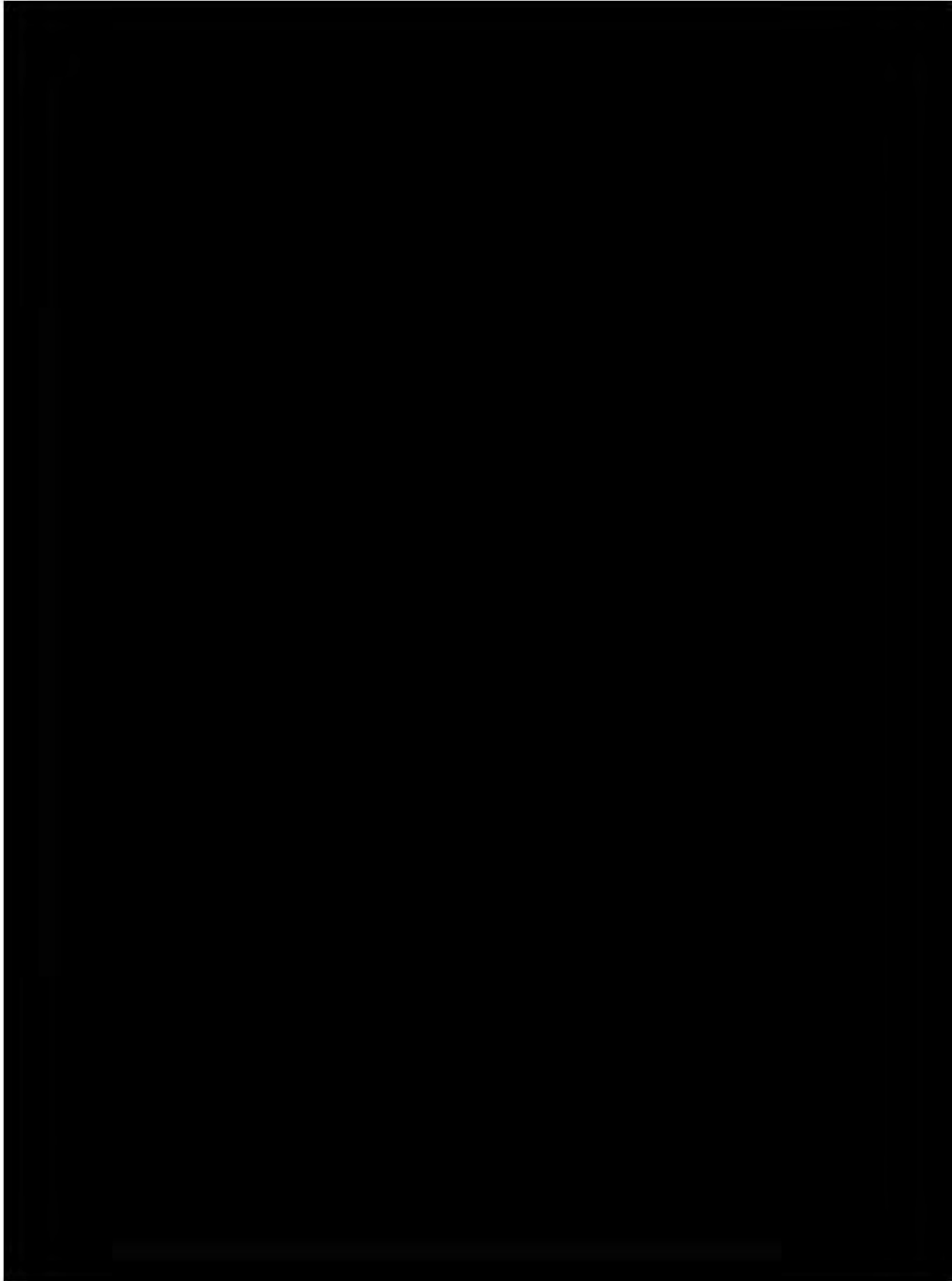


Kind Regards,

David Plasmeyer
Sales Engineer

Hyundai Rotem Company
(701872) 2017-05-01 14:15:22

Copy of service report sheet giving customer records of work done plus pressure/temperature readings. One sheet is left with customer while second sheet has information logged onto Atlas Copco data base for future reference.



SERVICE PLAN BENEFITS



- Economical than ad-hoc maintenance
- Easy budgeting, fixed annual fees
- Optimal utilisation for the equipment by correct service and maintenance
- No need to train own employees to do the service
- No need for special tools
- No need for spare part stock
- Improvements in equipment are up to date (ECR)
- No cost for administration for subscriber
- Planned shut-downs for the equipment
- Plant uptime will be optimised with correct service and maintenance

Hyundai Rotem Company
(02) 8721-2017-05-01 14:15:12

Atlas Copco (NZ) Ltd Service Departments

Main Service Branches

Auckland	Address	50 Carbine Road Mt Wellington
	Phone	09 579 4069
	Fax	09 525 2006
Hamilton	Address	273A Sandwich Road Te Rapa
	Phone	07 849 3934
	Fax	07 849 3901
Tauranga	Phone	027 248 1129
Rotorua	Address	164 Riri Street
	Phone	07 349 4960
	Fax	07 349 4961
Hawkes Bay	Phone	027 241 2659
Taranaki	Phone	027 497 5807
Sth Taranaki	Phone	027 224 9552
Manawatu	Phone	027 233 0951
	Fax	06 328 8664
Wellington	Address	1 / 65 Nelson Street, Petone
	Phone	04 568 5049
	Fax	04 568 3278
Wgtn Eng	Phone	027 238 5241
Christchurch	Address	Unit 2 79 Waterloo Road
	Phone	03 349 9054
	Fax	03 349 9052
Dunedin	Address	313 Kaikorai Valley Road
	Phone	03 453 4318
	Fax	03 453 4317

Hyundai Rotem Company
(701872)-2017-05-01 14:15:12



Atlas Copco

Standard Terms & Conditions

UNLESS OTHERWISE AGREED BY THE COMPANY IN WRITING, THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE COMPANY'S QUOTATIONS AND ACCEPTANCES OF ORDERS.

1 General

- (a) The "Company" means Atlas Copco (NZ) Limited.
- (b) The "Customer" means the applicant(s) under these Terms and Conditions. If there is more than one Customer, these Terms and Conditions will bind each Customer jointly and severally.
- (c) The "Goods" means all machinery, equipment, spare parts and other products supplied by the Company and, in respect of each order of Goods from the Customer accepted by the Company, means the Goods described in the invoice issued by the Company in respect of the relevant order.
- (d) "PPSA" means the Personal Property Securities Act 1999.
- (e) In the event of any conflict, these terms and conditions (together with any terms and conditions agreed in writing by the Company and the Customer) will prevail over any other document including (but not limited to) any invoices.
- (f) The Customer is to execute documents and do such further acts as may be required by the Company to register the security interest granted to the Company under these terms and conditions under the PPSA or for any other purpose whatsoever.

2 Delivery

Goods quoted "ex stock" are offered subject to availability at the time an order is placed. Orders for Goods are accepted on date of order subject to any necessary import license being available. Indent delivery times are subject to confirmation by the Company at time of order. If the Company is prevented from or delayed in delivering any goods within the time stipulated for delivery for any reason or cause beyond its control, then the time for delivery will be extended by the period during which such prevention or delay operated. Delivery to the Customer occurs when the goods are dispatched from the Company's Delivery Point.

3 Delivery Point

All goods are dispatched "Ex Warehouse", Mt Wellington, Auckland, Freight costs to customers account.

4 Risk

From the time the Goods are dispatched by the Company to the Customer the risk of any loss or damage to, or deterioration of, those Goods from whatever cause will be and is borne by the Customer. The Customer is solely responsible for arranging insurance for Goods dispatched by the Company.

5 Prices

All prices quoted for Goods or services are subject to the application of clause 7. Prices quoted for Goods ex stock are fixed. All other prices quoted are based on the Company's prices at date of quotation but are subject to alteration (in the Company's sole discretion) prior to invoicing as a result of any variation in exchange rates, customs duties, sales tax, other governmental imports, freight charges, or insurance rates which may occur between the dates of quotation and delivery. Any variation resulting in an increase in price shall be borne by the Customer.

6 Payment

Where the purchase price of Goods or services ordered is less than \$25,00, the purchase price must be paid in cash. The Company may at its sole discretion agree in writing to grant or withdraw (as the case may be) credit to the Customer for the payment of the purchase price(s) or Goods or services in accordance with these Terms and Conditions. Otherwise, the purchase price(s) of all Goods sold or services provided must be paid in full in cash on delivery. If credit is granted payment is due:-

- (a) within 7 days from the date of the Company invoice for all machine sales and installation costs; and
 - (b) by the 20th of the month following date of invoice for all other Goods and services.
- The Company reserves the right to charge interest at the rate of 2% per month on any overdue amounts included in the balance outstanding at the start of the month. Credit facilities may be withdrawn by the Company at any time without prior notice. The customer agrees to indemnify and keep indemnified the Company against any costs incurred by the Company in connection to legal fees on an indemnity basis and debt collection agency fees.

7 Goods and Services Tax

Prices quoted do not (unless otherwise indicated) include Goods and Services Tax which will be added where applicable.

8 Validity

Unless previously withdrawn by the Company all quotations provided by the Company remain open for acceptance by the Customer for a period of 30 days from the date of quotation. Thereafter, all quotations are subject to the Company's confirmation.

9 Transfer of Property in Goods Supplied to Customers

- (a) Property in all Goods supplied to the Customer remains with the Company until payment in full of the purchase price is received by the Company.
- (b) Until such payment is received the Customer is only the bailee of the Goods supplied to it and the Customer agrees to:
 - i. accept possession of the Goods supplied to it as the bailee of the Company;
 - ii. keep the Goods supplied to it in such a manner which enables them or it (as the case may be) to be readily identifiable as the property of the Company; and
 - iii. maintain the Goods supplied in good order and condition and to return the Goods immediately to the Company if called upon to do so.
- (c) If payment is not received by the due date stipulated for payment in clause 6 and the Customer has not returned the Goods, after demand, the Company's employees or agents may enter into the Customer's premises at any reasonable time to recover possession of the Goods supplied without liability for any damage which may be caused.
- (d) Until ownership of the Goods passes, the Customer:
 - i. waives its right under the PPSA to:
 - A. receive a copy of any verification statement;
 - B. receive a copy of any financing change statement;
 - C. receive any notice that the Company intends to sell the Goods or to retain the Goods on enforcement of the security interest (as defined in PPSA) granted to the Company under these terms;
 - D. object to the Company's proposal to retain the Goods in satisfaction of any obligation owed by the Customer to the Company;
 - E. receive a statement of account on sale of the Goods;
 - F. redeem the Goods; and
 - G. where any Good becomes an accession, as defined in the PPSA, receive notice of removal of the accession, apply to the court for an order concerning the removal of the accession and not have any goods damaged when the Company removes the accession;
 - ii. must not give the Company a written demand or allow any other person to give the Company a written demand requiring the Company to register a financing change statement under the PPSA or enter into or allow any other person to enter into the register of personal property securities a financing change statement under PPSA.
- (e) The Customer acknowledges that it has received value as at the date of the first delivery of the Goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to the Company under these terms.

10 Goods Returned for Credit

- (a) Goods will only be accepted for credit by prior agreement with the Company, or to the extent that they have been incorrectly supplied.
- (b) Returned Goods must be delivered freight prepaid to the Company, and must be received by the Company in original condition.
- (c) A restocking fee of 20% (GST exclusive) of invoice value will be charged for all returned Goods, with a minimum fee of \$20 (GST exclusive), unless Goods have been incorrectly supplied.
- (d) Goods made to special order or purchased specifically for a Customer cannot be returned or credited unless those Goods are not to specifications or otherwise not in accordance with any express or implied term of the contract.

11 Shortages in Delivery

The Company will only accept claims for short delivery if it is notified in writing within ten (10) days of the delivery of the Goods.

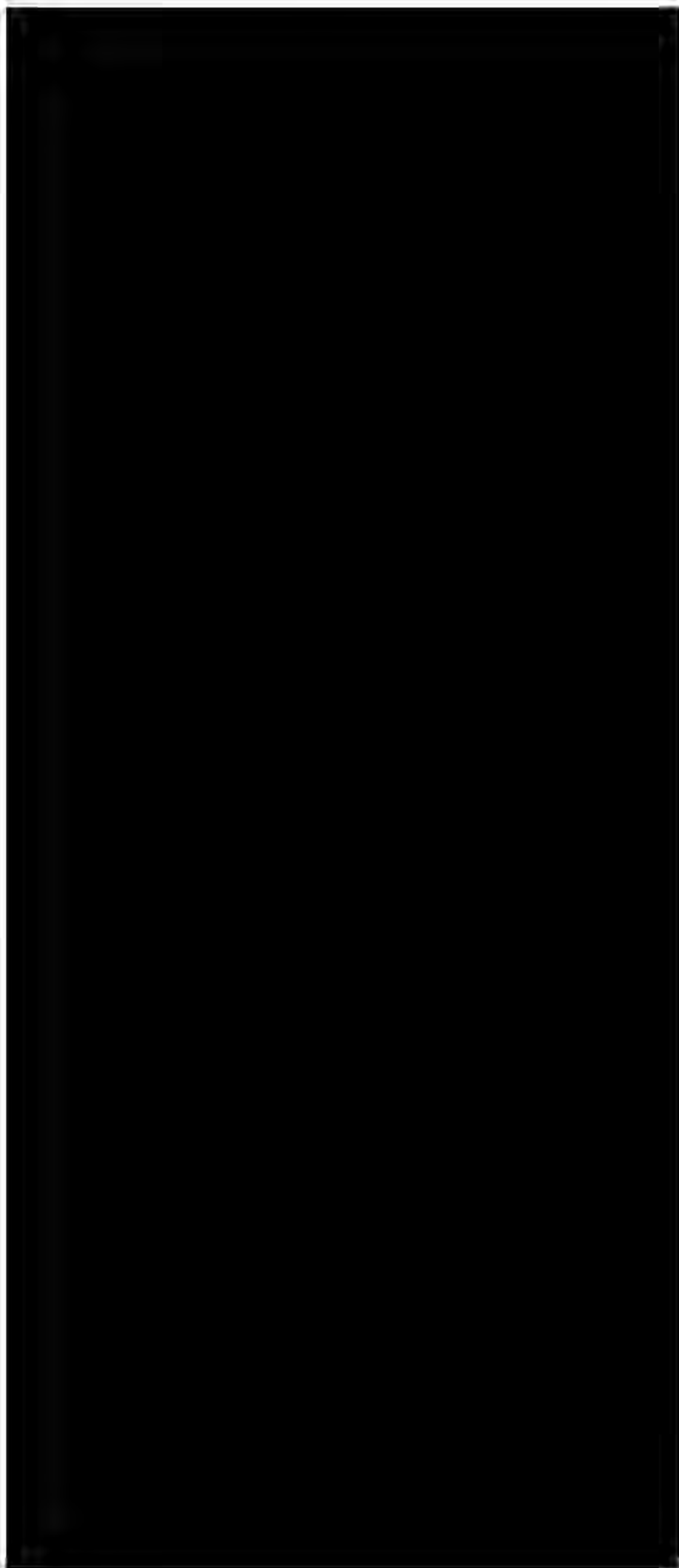
12 Guarantee

- (a) New Atlas Copco equipment is guaranteed for a period of twelve months. For spare parts the guarantee period is three months and for service labour the guarantee period is one month. For all of the three categories above, the guarantee period commences from the time of delivery to the customer. It is a condition precedent of this guarantee that the customer must notify the Company in writing of any defect in or damage to the Goods or deficiency in the Services within the guarantee period stipulated above. This guarantee applies to new Goods only and is void if non genuine parts are used, if maintenance is outside the Company's guidelines or if the Goods are used outside quoted design specifications. For the avoidance of doubt, this guarantee cannot be transferred to any other party.
- (b) The Company's entire liability under this guarantee is, at its option, to repair or replace the Goods or to provide the Services again (as the case may be), which are found (in the case of Goods) to be defective or damaged as a result of the Company's defective workmanship, materials or design (fair wear and tear excepted) or (in the case of Services) to be defective following inspection by the Company or its agents. The Company is not obliged to provide substitute Goods while the original Goods are inoperable other than to the extent expressly required by law.
- (c) All work carried out by the Company on Goods under its guarantee obligations will be carried out at one of the Company's service centers during normal working hours. All Goods must be forwarded freight paid to the service center nominated by the Company and will be returned freight collect to the Customer. If requested, the Company may, at its discretion, comply with its warranty obligations at a Customer's site, but the Customer is responsible for all costs incurred by the Company in respect of such working including, without limitation, travelling time, service vehicle costs, accommodation and penal costs for all call outs and overtime. Where replacement parts are not

available from the Company's stock, such parts will be freighted by surface freight at the Company's cost. The Company, will, if requested by a Customer, freight replacement parts by air freight but the Customer is responsible for all additional freight costs incurred.

- (d) The Company is not liable in contract, tort or otherwise for any loss, injury, cost or damages (whether direct or indirect) arising out of the supply, operation or use of any defective or damaged Goods or deficient services installed or provided by the Company. The Company accepts no liability for defective or damaged equipment or materials supplied to it for resale by others, either as individual parts or following incorporation in Goods supplied by the Company and such defective equipment or materials are subject to the relevant maker's warranty only.
- (e) The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods from the Company for the purposes of business in terms of sections 2 and 43 of the Consumer Guarantees Act. All warranties, conditions, liabilities or representations in relation to the Goods or Services (including warranties in respect of faults, defects, the condition, quality, suitability and fitness of the Goods) whether expressed or implied, whether statutory or otherwise are expressly excluded to the fullest extent permitted by law.
- (f) To the extent that the provisions of the contractual Remedies Act 1979 may apply to these Terms and Conditions in relation to Goods and services sections 6 - 10 inclusive of the Act are hereby expressly excluded and if any liability of whatever nature is established by the Customer against the Company in any way whatsoever the Customer's sole and exclusive remedy shall be limited to those remedies provided in these Terms and Conditions PROVIDED HOWEVER that where these Terms and Conditions do not provide a remedy for misrepresentation or repudiation or breach of contract or for any of the other matters to which sections 6 - 10 inclusive relate the sole remedy of the Customer shall be damages and such damages shall be limited to \$1,000 or the Customer's loss whichever is the lesser.

Hyundai Rotem Company
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Operator initiated Contract Variation number 9– Operator to complete the following form

Operator initiated Contract Variation (refer paragraph 8, Schedule 16) Details of Variation Proposal	
Contract Identifier	Emergency Equipment for Carriages (in accordance with clause 12.3, Maintained Assets, Partnering Contract (the PC).
Category of Variation	Vehicle Services - Maintenance works
Contract Variation Number	GWRC Operator: PC PT0416 Variation 9
Date of issue of Variation Proposal	19 July 2019
Proposed date on which the Contract Variation is to take effect	Subject to the issue of approved Variation Order by GWRC.
Details of proposed Contract Variation	<p>1. Transdev Wellington Limited (Transdev) is responsible for the provision of Vehicle Services. The Vehicle Services include the provision of maintenance works to ensure that all of the Maintained Assets are kept maintained, protected and preserved:</p> <ul style="list-style-type: none"> ▪ In proper working order ▪ In good repair and condition and in compliance with all applicable Law; and ▪ In accordance with Good Industry Practice. <p>The Maintained Assets include the GWRL Assets, which include the Vehicles including all assets, items and systems installed or located in the Vehicles. Items included in the Carriages include the on-board emergency equipment used by Transdev in the operation of the Carriages.</p> <p>2. Transdev in consultation with GWRC and the Vehicle Service Subcontractor, Hyundai Rotem Wellington (Rotem) have carried out a review of the emergency equipment for the Carriages and have agreed that additional and/or improved on board emergency equipment should be provided in the Carriages.</p> <p>See Attachment 1: WRL Emergency Equipment</p>



	<p>3. GWRC and Transdev have agreed the annual amount by which the Initial Vehicle Service Fee will be increased during the 2019/20 Period and subsequent Periods as set out in the below table. The agreed annual increase is based on the agreed the pricing in Attachment 2.</p> <p>4. GWRC and Transdev have agreed that, if exercised the "Vehicle Services Fee - IFT Programme Pre Priced Option", the "Vehicle Services Fee RS1 Pre Priced Option" and the Vehicle Services Fee – Both Pre Priced Options will increase by the annual amounts.</p>  <p>Notes:</p> <p>1: All figures are GST exclusive and determined in real dollars agreed on the date of calculation of the Net Financial Impact.</p> <p>2. The amount of the annual increase will be NFI Indexed with effect from 1 July 2020 in accordance with paragraph 12.7 (Net Financial Impact) Part B, of Schedule 16 (Change Events and Net Financial Impact)</p>
<p>Reason for the proposed Contract Variation</p>	<p>Transdev in consultation with GWRC and Rotem have carried out a review of the emergency equipment for the Carriages and have agreed that additional and improved on board emergency equipment should be provided for the Carriages.</p> <p>See Attachment 1: WRL Emergency Equipment</p>
<p>Operator's estimate of the Net Financial Impact arising from the proposed Contract Variation, calculated in accordance with Part B of Schedule 16 and on an Open Book Basis and supported by working papers and other documentation to support the estimate</p>	<p>Transdev estimates that Net Financial Impact arising from the procurement of the additional and improved on board emergency equipment and the additional cost of ongoing maintenance works relevant to the additional and improved emergency equipment is as follows:</p>  <p>The pricing upon which the Net Financial Impact has been calculated is set out at Attachment 2.</p>

<p>If the Net Financial Impact is negative, the proposed reduction in the Services Fee (refer paragraph 8.9.4, Schedule 16)</p> <p>Note - If the Net Financial Impact is negative paragraph 8.9.4 provides that the Service Fee shall be reduced by an amount equal to 50% of the amount (expressed as a positive figure) by which the Net Financial Impact is less than zero</p>	Not applicable
<p>Timeframe within which the proposed Contract Variation will be implemented</p>	From the date this Variation Proposal is approved by GWRC, for the remaining Term of the Partnering Contract.
<p>Methodology and process by which the Operator proposes to implement the proposed Contract Variation</p>	<p>The <i>Vehicle Services Fee</i> will be increased to include the Net Financial Impact incurred by Transdev to cover the cost of the additional and/or improved equipment, as set out in the above table.</p> <p>Transdev agrees to ensure that:</p> <ul style="list-style-type: none"> i) The agreed equipment is purchased and installed into the Carriages ii) The Carriage Fleet Maintenance Plan will be updated, and iii) Operational and maintenance staff will be briefed of the changes
<p>The effect (if any) that the proposed Contract Variation will have on the Operator's ability to meet the requirements of, or achieve (as applicable) the Reliability KPI, the Punctuality KPI or the PI Achieve Benchmarks, the Vehicle Service Objectives and Outcomes, the Passenger Services Objectives and Outcomes , the Vehicle Use in Service Outputs and the Hand back Standards.</p>	<i>Nil</i>
<p>Effect (if any) that the proposed Contract Variation will have on:</p> <ul style="list-style-type: none"> (a) the Operator's ability to perform its obligations in accordance with the Transaction Documents (b) the safe and lawful operation of passenger services on the Wellington Network 	<i>Nil</i>
<p>Effect (if any) that the proposed Contract Variation will have on:</p> <ul style="list-style-type: none"> (c) the condition, value, or whole of life cost of any GWRL System, GWRL Asset, GWRC System, GWRC Asset or Maintained Asset or on the safe and lawful use of any of the forgoing 	<p>The GWRL Assets will include the new emergency equipment which will supplement and improve the emergency equipment installed and located in the Carriage Vehicles.</p> <p>The new and improved emergency equipment forms part of the Vehicles provided to the Transdev under the terms of the Operating Lease.</p> <p>It is acknowledged and agreed that the new and improved emergency equipment that is the subject of this Variation will form part of the Vehicles, be owned by GWRL and used by the Operator in accordance with the terms of the Operating Lease.</p>
<p>Effect (if any) that the proposed Contract Variation will have on:</p> <ul style="list-style-type: none"> (d) any warranty or guarantee (including any claim thereunder) given by a supplier or manufacturer in relation to any GWRL System, GWRL Asset, GWRC System, GWRC Asset or Maintained Asset or any other assets or systems described at clause 12.1 (to the extent that the terms of the warranty or guarantee have been provided to the Operator) or on any other obligations or liabilities of such supplier or manufacturer (to the extent that the Operator has been made aware of the same) 	<i>Nil</i>

<p>Operator Approved Modification Services If the Contract Variation includes any enhancement or modification to the EMUs or Carriages specify:</p> <ul style="list-style-type: none"> - whether carrying out of such enhancement or modification will give rise (or is likely to give rise) the unavailability of any Vehicle which in turn would entitle the Operator to claim an Excusing Event; and - the Operator's reasonable estimate of the likely period of unavailability (if any) of the affected Vehicles <p>(refer para 5.3 Schedule 4)</p>	<p><i>Nil</i></p>
<p>Changes to Vehicle maintenance, EMU Depot Plant and Equipment Manual or Electric Shunt Manual If the Contract Variation includes any change to the Matangi Fleet Maintenance Plan, the Carriage Fleet Maintenance Plan, the EMU Depot and Equipment Manual or the Electric Shunt Manual (including any proposed change to a requirement contained therein or any change to any Spares, Rotable Items, Special Tools, General Tools or EMU Depot Plant and Equipment referred to in such documents) include :</p> <ul style="list-style-type: none"> - full details about the proposed change , including drafting changes - an explanation as to the reasons for the proposed change and how the proposed change will achieve the same or a better result in relation to the maintenance of the Vehicles or the EMU Depot Plant and Equipment - a signed statement from the Operator (in accordance with the requirements a paragraph 17.2.3 of Schedule 4) - be accompanied by any consultant's reports or internal reports prepared in relation to the proposed change - be accompanied by written confirmation from the relevant supplier or manufacturer (as required by paragraph 17.2.5 Schedule 4) 	<p>Update the Carriage Fleet Maintenance Plan to reflect the installation of new emergency equipment, and ensure that it is effectively maintained. i.e.</p> <ul style="list-style-type: none"> i) section 23 within "M9383 SW Operating Instructions for Onboard Staff"; ii) section 20 within "M9398 SE Operating Instructions for Onboard Staff" iii) within appropriate checklists to confirm all emergency equipment is within date and serviceable.
<p>The value for money for GWRC arising from the proposed Contract Variation</p>	<p><i>Nil</i></p>
<p>Any additional information requested by GWRC in connection with the proposed Contract Variation</p>	<p><i>Nil</i></p>
<p>Signature of Operator Authorised Representative</p>	<p></p> <p>Name: Position: Operator Authorised Representative Date: 3 June 2020</p>

Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL)													
This Variation Order relates to	An Operator initiated Contract Variation (as set out in the above table)												
Estimate of Net Financial Impact arising from the proposed Contract Variation	<p>Vehicle Services Fee (relating to this Variation)</p> <div style="background-color: black; width: 100px; height: 40px; margin: 5px 0;"></div> <p>The basis upon which the Net Financial Impact has been established is set out at Attachment 2.</p>												
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	<p>Vehicle Services Fee (relating to this Variation)</p> <p>The Initial Vehicle Service Fee will be increased during the 2019/20 Period and subsequent Periods as set out in the below table. The agreed annual increase is based on the agreed the pricing in Attachment 2.</p> <p>If exercised the "Vehicle Services Fee - IFT Programme Pre Priced Option", the "Vehicle Services Fee RS1 Pre Priced Option" and the "Vehicle Services Fee – Both Pre Priced Options" will increase from the date of exercise by the amount the same amount.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Periods</th> <th style="width: 15%;">Annual Vehicle Service Fee increase</th> <th style="width: 35%;">Reason for increase</th> <th style="width: 35%;">Effective date</th> </tr> </thead> <tbody> <tr> <td>2019/20</td> <td style="background-color: black;"></td> <td>Additional cost incurred to procure the additional / improved WRL Emergency Equipment</td> <td>Date of GWRC approval of this Variation Proposal. (to be invoiced as one amount)</td> </tr> <tr> <td>From 2020/21 (and for each for the following Periods set out in the Services Fees Table (Appendix 1, Schedule 6)</td> <td style="background-color: black;"></td> <td>Additional annual maintenance cost (i. e cost of maintaining the additional / improved Emergency Equipment</td> <td>From 1 July 2020, invoiced monthly</td> </tr> </tbody> </table> <p>Notes:</p> <p>1: All figures are GST exclusive and determined in real dollars on the date the Net Financial Impact was calculated and agreed.</p> <p>2. The amount of the annual increase will be NFI Indexed with effect from 1 July 2020 in accordance with paragraph 12.7 (Net Financial Impact) Part B, of Schedule 16 (Change Events and Net Financial Impact)</p>	Periods	Annual Vehicle Service Fee increase	Reason for increase	Effective date	2019/20		Additional cost incurred to procure the additional / improved WRL Emergency Equipment	Date of GWRC approval of this Variation Proposal. (to be invoiced as one amount)	From 2020/21 (and for each for the following Periods set out in the Services Fees Table (Appendix 1, Schedule 6)		Additional annual maintenance cost (i. e cost of maintaining the additional / improved Emergency Equipment	From 1 July 2020, invoiced monthly
Periods	Annual Vehicle Service Fee increase	Reason for increase	Effective date										
2019/20		Additional cost incurred to procure the additional / improved WRL Emergency Equipment	Date of GWRC approval of this Variation Proposal. (to be invoiced as one amount)										
From 2020/21 (and for each for the following Periods set out in the Services Fees Table (Appendix 1, Schedule 6)		Additional annual maintenance cost (i. e cost of maintaining the additional / improved Emergency Equipment	From 1 July 2020, invoiced monthly										

PT0416	
<p>Time frame within which the proposed Contract Variation will be implemented Any conditions attached to the Contract Variation</p>	<p>From date of GWRC signed Approved Variation Order and on-going throughout the life of the Partnering Contract</p> <p>The agreed new emergency equipment must remain in date and serviceable for the life of the contract.</p> <p>Transdev to report progress regarding:</p> <ul style="list-style-type: none"> i) Equipment purchased and installed into the carriages ii) The Carriage Fleet Maintenance Plan updated iii) Operational and maintenance staff briefed of the changes
<p>Notice to proceed</p>	<p>GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.</p>
<p>Signatures of GWRC and GWRL Authorised Representatives</p>	<p style="text-align: center;">  _____ (Signature) </p> <p>Name: Scott Gallacher Position: GWRC Authorised Representative</p> <p>Date: 3/06/2020</p> <p style="text-align: center;">  _____ (Signature) </p> <p>Name: Scott Gallacher Position: GWRL Authorised Representative</p> <p>Date: 3/06/2020</p>

Summary of Attachments (if any) Contract Variation:

a referred to in this

Attachment 1 – WRL Emergency Equipment

Attachment 2 – Agreed pricing for calculation of NFI

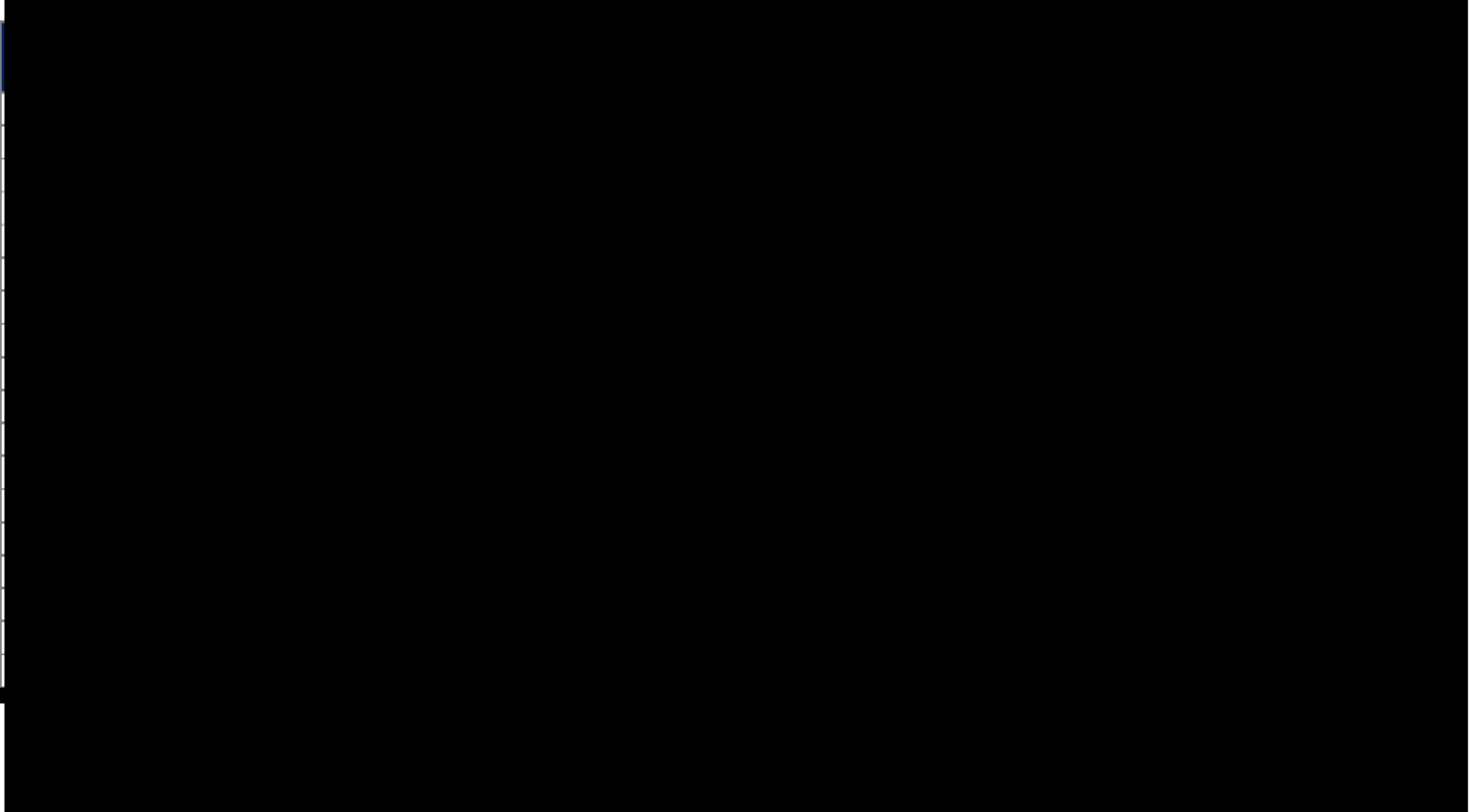
Attachment 1: Wairarapa Service – Emergency Safety Equipment



Location: SES – SWS Servery (S Key for access) [4 vehicles]	Location: SEG – SWG – AG Generator (S Key for access) [5 vehicles]	<p><i>Below are the minimum safety requirements for passenger trains travelling through the Rimutaka Tunnel as outlined in the:</i></p> <p style="text-align: center;"><i>KiwiRail Emergency Management Plan Rimutaka Tunnel Appendix – December 2015 amended dd mm 2019</i></p> <p><i>On Passenger Train Equipment Register</i></p> <p><i>Emergency Equipment:</i></p> <p><i>Enhanced First Aid Kits x 3 (Box B, C and E)</i></p> <p><i>660 x Foil Emergency Blankets (Box B, C and yellow bag)</i></p> <p><i>Gas Monitor x 1 (NO₂ and CO) – On Board Personnel</i></p> <p><i>Gas Masks x 3 and Canisters x 6 (Box A and C)</i></p> <p><i>Torches</i></p> <ul style="list-style-type: none"> • <i>4 LED large (Box B,C and D)</i> • <i>132 small for issue to passengers (Box B and D)</i> <p><i>25 x Light Sticks (Box C)</i></p> <p><i>1 x JAI Key (opens ICP containers and gates)</i></p> <p><i>Mis 7b daily check to confirm tags on Emergency Equipment Container unbroken</i></p> <p><i>Note: Inspection/Maintenance = 6 monthly routine check, maintenance</i></p> <p>Random Checks by HSEAT team</p>
<p>Box C</p> <p>Grab and Go bag includes</p> <ul style="list-style-type: none"> 1 x Gas Masks and 2 x Canisters 1 x Dolphin LED Torch plus spare battery 25 x Glow Sticks 25 x Foil Blankets 1 x JAI Key (opens ICP containers and gates) <p>1 x Enhanced First Aid Kit</p> <p>Box D</p> <p>2 x Dolphin LED Torch plus spare battery</p> <p>66 x Dynamo Torches</p> <p>Box E</p> <p>1 x Enhanced First Aid Kit</p> <p>Yellow Bags</p> <p>90 x Glow Sticks</p> <p>(labelled glow sticks for passenger comfort)</p> <p>500 x Foil Blankets</p> <p>3 x Radios with three chargers</p> <p>(only 2 x 2 required for 6 or less carriages)</p> <p>TDW personnel</p> <ul style="list-style-type: none"> • Gas Monitor • Portable radios • First Aid kits 	<p>Box A</p> <p>2 x Gas Mask and 4 x Canisters</p> <p>Box B</p> <p>1 x Enhanced First Aid Kit</p> <p>1 x Dolphin LED Torch plus spare battery</p> <p>135 x Foil Blankets</p> <p>66 x Dynamo Torches</p> <p>Tunnel TARPs and Duty Cards</p> <p>Also located in the SEG/SWG carriages and AG van</p> <p>1 Spare Red LED tail light</p> <p>1 x Radio with charger</p> <p>Duct Tape</p> <p>Cable Ties (mixed, small and large)</p> <p>Megaphone and spare batteries</p> <p>Tools</p> <p>Wheel Chocks</p> <p>Wooden Ladder</p>	

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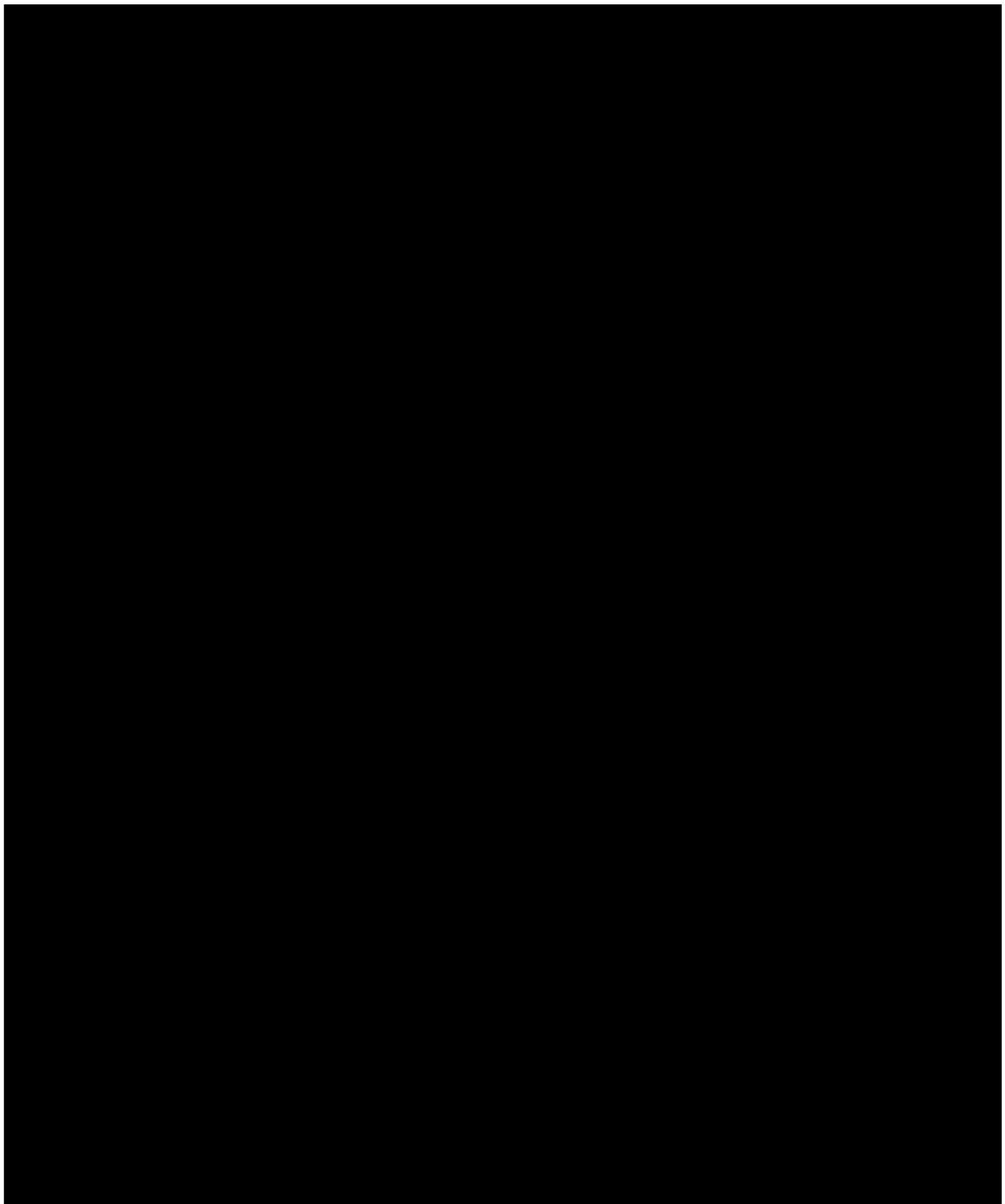
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One off contract variation amount for Enhanced First Aid Kits (excludes costs for other additional emergency equipment)				[REDACTED]	[REDACTED]
Annual contract variation amount for Enhanced First Aid Kits (excludes costs for other additional emergency equipment)				[REDACTED]	[REDACTED]

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Standard First Aid Kit Total Cost			[REDACTED]	[REDACTED]	[REDACTED]

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Enhanced First Aid Kits Total cost			[REDACTED]	[REDACTED]	[REDACTED]

One off contract variation amount for Enhanced First Aid Kits (excludes costs for other additional emergency equipment)				[REDACTED]	[REDACTED]
Annual contract variation amount for Enhanced First Aid Kits (excludes costs for other additional emergency equipment)				[REDACTED]	[REDACTED]

		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
Enhanced First Aid Kits	Maintained by AlSCO	[REDACTED]	[REDACTED]
	Maintained by HRW	[REDACTED]	[REDACTED]



Item
Grab and Go bag
Gas Mask
Gas Canister
Dolphin LED Torch
Dolphin Incandescent Torch
Torch Spare Battery
Glow Sticks
Foil Blankets
JAI Key
Trauma Kit
First Aid Kit
Dynamo Torches
Radio charger (only 2 x 2 required for 6 or less carriages)
Tunnel TARPs and Duty Cards
Spare Red LED tail light
Duct Tape Roll
Megaphone
Megaphone spare battery
Wheel Chocks (Set with flag)
Wooden Ladder
Cable Ties Large (min 1/2 bag)
Cable Ties Small (min 1/2 bag)
Screw Driver (with various bits)
Crow Bar
Crescent
Screwdriver - Phillips
Screwdriver - Flat Blade
Pliers - Combination
Tools state current Items
Tools state current Items
Tools state current Items
Tools state current Items
Tools state current Items

First Aid Kit Information

Platinum Gauze Swabs Non Woven Sterile 4 ply 7.5cm x 7.5cm 2 pcs per


Variation Notice

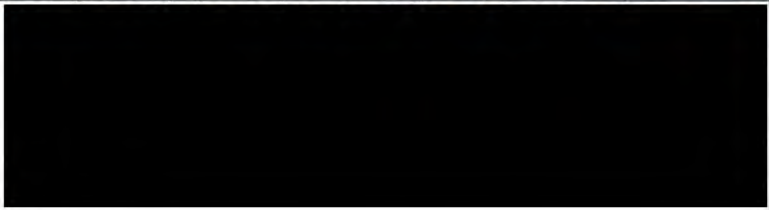

Partnering Contract:

Variation Number 010 – Calculation of FIM Adjustment


Minor Contract Variation

Note: A Minor Contract Variation is defined at Schedule 1 to mean any Contract Variation which in GWRC's reasonable opinion will not require the Operator to incur Capital Expenditure in excess of \$100,000 (which amount shall not be Indexed) in aggregate over the remainder of the Term

Minor Contract Variation Notice (Only GWRC may initiate – refer paragraph 5.2, Schedule 16)	
Contract Identifier	Calculation of FIM Adjustment, (in accordance with clause 10 of Schedule 6 of the Partnering Contract)
Category of Variation	Schedule 6 – (Financial and Performance Regime) Assumed Trips Table – (set out at Appendix 4 of Schedule 6)
Contract Variation Number	GWRC: 010 Doc ID: CNTR-7-1460 Operator: PT0416 Variation 10
Date of issue of Minor Contract Variation Notice	25 November 2019
Details of the Minor Contract Variation	<p>GWRC and Transdev both agree that 38 trips for the Monthly Ticket is more reflective of usage based on the number of working days in a month.</p> <p>GWRC and Transdev have agreed to amend Appendix 4 – (Assumed Trips Table) of Schedule 6 (Financial and Performance Regime) by changing the number of Trips per Ticket for the Monthly Ticket from 35 trips to 38 trips.</p>
Date by which the Minor Contract Variation must be implemented	<p>Schedule 6 (Financial and Performance Regime) – Revision 2, a copy of which is attached replaces Revision 1 from Variation Order 2.</p> <p>Subject to issue of approved Variation Order by GWRC and GWRL (see Part C below)</p>
Methodology and process by which Operator must implement the Minor Contract Variation	FIM Calculation for Financial Year 2019 will be calculated accordingly.
Extent to which GWRC (acting reasonably) considers that the Operator will require relief from its obligations under the Partnering Contract as a result of the implementation of the Minor Contract Variation	Not applicable
Any further information regarding the Minor Contract Variation as GWRC wishes to provide	Not applicable
Any other particulars GWRC requires from the Operator in its Minor Contract Variation Quote (refer para 5.2.5 of Schedule 16)	Not applicable
Signature of GWRC Authorised Representative	<div style="text-align: center;">  (Signature) </div> <p> Name: Angus Gabara Position: GWRC Authorised Representative Date: 3/12/19 </p>

Minor Contract Variation Quote – to be completed by Operator (refer paragraph 5.3, Schedule 16)	
Estimate of Net Financial Impact arising from the proposed Minor Contract Variation, calculated in accordance with Part B of Schedule 16 (Change Events and Net Financial Impact) and with such estimate provided on an Open Book Basis and accompanied by all working papers and other documentation required to support the estimate (as required by paragraph 5.3 of Schedule 16)	
Any other particulars specified by GWRC in the Minor Contract Variation Notice as being required	Not applicable
Signature of Operator Authorised Representative	 Name: Position: Managing Director Date: 4/2/15

Approved Variation Order

Part C Form of approved Variation Order	
This Variation Order relates to	A Minor Contact Variation (as set out in the Minor Contract Variation Notice above)
Estimate of Net Financial Impact arising from the proposed Contract Variation	This is not an NFI Event
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	
Time frame within which the proposed Contract Variation will be implemented	The variation will be applied for the 2019 Financial Year (the monthly ticket type is amended for the purposes of the FIM Calculation effective from 1 July 2018).
Any conditions attached to the Contract Variation	Not applicable
Notice to proceed	GWRC by completing and issuing this Variation Order to the Operator directs the Operator to implement this Contract Variation in the time frame set out above.
Signatures of GWRC and GWRL Authorised Representatives	<div style="text-align: center;">  _____ (Signature) </div> <p> Name: Angus Gabara Position: GWRC Authorised Representative Date: 3/12/19 </p> <div style="text-align: center;">  _____ (Signature) </div> <p> Name: Angus Gabara Position: GWRL Authorised Representative Date: 3/12/19 </p>

Summary of Attachments referred to in this Contract Variation:

Attachment 1 – Schedule 6 (Financial and Performance Regime) – Revision 2 (Approved by Variation Order 10) – Final (CNTR-7-1467)

Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL))	
This Variation Order relates to	An Operator initiated Contract Variation (as set out in the above table)
Estimate of Net Financial Impact arising from the proposed Contract Variation	
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	
Time frame within which the proposed Contract Variation will be implemented	Subject to the issue of approved Variation Order by GWRC
Any conditions attached to the Contract Variation	Nil
Notice to proceed	GWRC by completing and issuing this Variation Order to Transdev directs Transdev to implement this Contract Variation in the timeframe set out above.
Signatures of GWRC and GWRL Authorised Representatives	<div style="background-color: black; width: 100px; height: 40px; margin-bottom: 5px;"></div> Name: Fiona Abbott Position: GWRC Authorised Representative Date: 22/12/2021

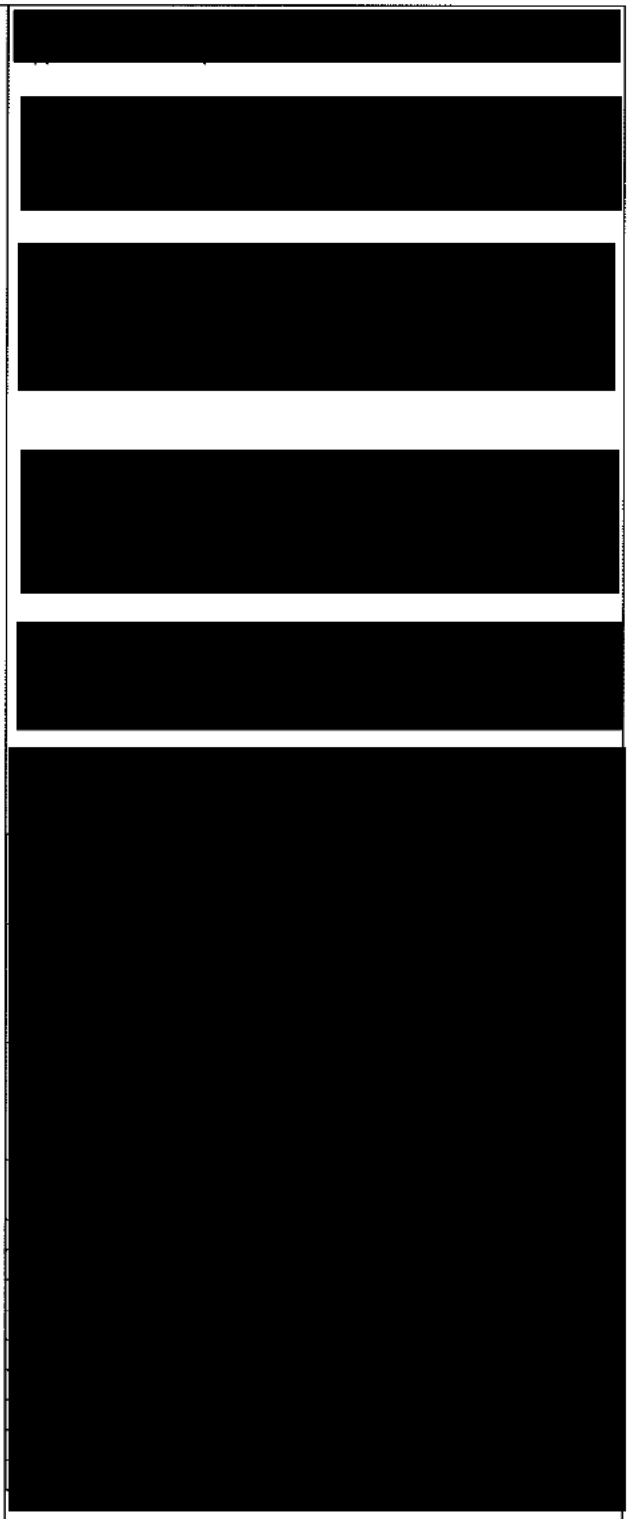
Variation Proposal

Operator initiated Contract Variation Number 012 - Carriage inspection interval changes

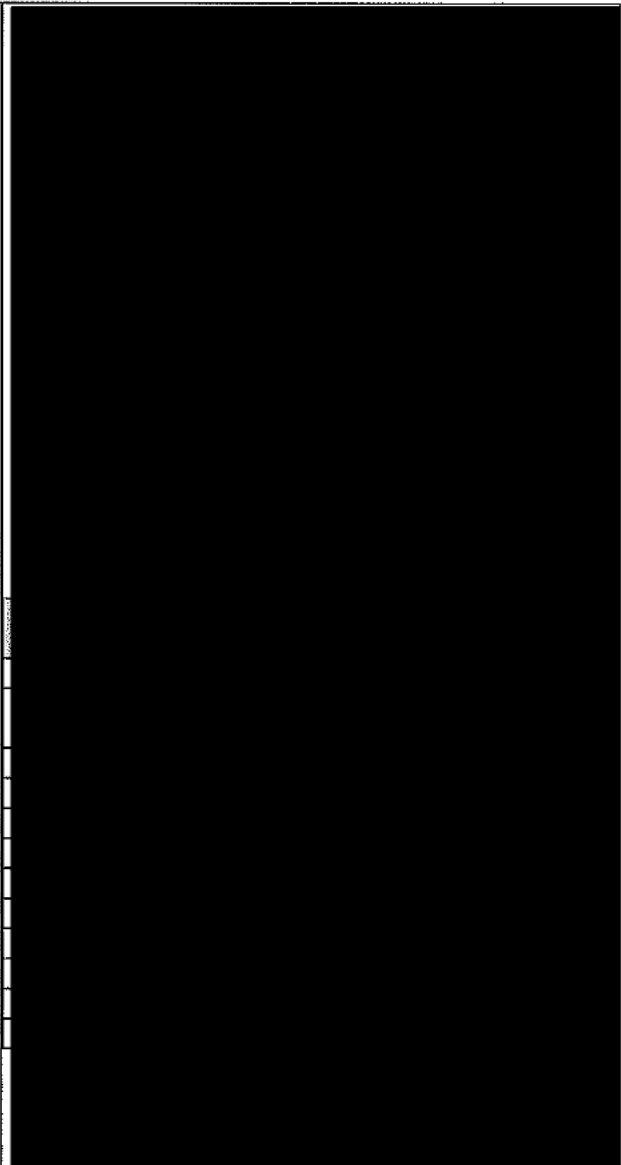
Operator initiated Contract Variation (refer paragraph 8, Schedule 16) Details of Variation Proposal	
Contract Identifier	Carriage Fleet Maintenance Plan: Carriage Inspection interval changes
Category of Variation	Vehicle Services – Change to Carriage Fleet Maintenance Plan
Contract Variation Number	GWRC: PT0416 012 Operator: PT0416 Variation 12
Date of issue of Variation Proposal	24 November 2021
Proposed date on which the Contract Variation is to take effect	Subject to the date of issue of approved Variation Order by GWRC.
Details of proposed Contract Variation	<p>Partnering Contract Requirement</p> <p>Transdev Wellington Limited (Transdev) is required to carry out the daily checks as part of the Vehicle Services provided for the SE and SW carriage fleets.</p> <p>The daily checks are required to be performed in accordance with the Carriage Fleet Maintenance Plan described at Appendix 4 (Carriage Fleet Maintenance Plan) of Schedule 4 (Vehicle Services) of the Partnering Contract.</p> <p>The daily check is a non-evasive inspection of the Carriages before passenger service; it includes condition, security and functionality of essential systems on the Carriages. It also includes the daily requirements for the generator sets and instructions for checks to be carried out in the case of a consist change.</p> <p>Previous Depot Check and Servicing Practice</p> <p>KiwiRail Limited (the previous maintainer) carried out the equivalent checks based on kilometre intervals (1,250km). The checks were not time based (i.e. daily) and KiwiRail carried out servicing as required.</p> <p>From 3 July 2016 (the date Transdev commenced provision of Vehicle Services) Transdev continued the KiwiRail practice of carrying out the checks based on km-intervals and not time based (i.e. daily) and the servicing as required.</p> <p>This issue was brought to GWRC’s attention in April 2017.</p> <p>Change process</p> <p>The Partnering Contract requires that changes to maintenance plans are initiated by Transdev as an “Operator initiated Contract Variation”. The Variation Proposal must include the information required by paragraph 8.2 of Schedule 16 (Change Events and Net Financial Impact), and be accompanied by the information required by paragraph 17.2 of Schedule 4 (Vehicle Services).</p>

	<p>The relevant information required by paragraph 17.2, Schedule 4 has been provided as part of this Variation Proposal and as attachments to this Variation Proposal.</p> <p>It has been agreed with GWRC in this case that the following information is <u>not</u> required:</p> <ol style="list-style-type: none">1. A consultant's report or internal report prepared by or on behalf of TDW in relation to the proposed change (required by para 17.2.4, Schedule 4);2. Written confirmation from the relevant supplier or manufacturer confirming that the proposed change will not void, breach or have an adverse effect on any supplier's or manufacturer's warranty or guarantee given in relation to the Vehicles or the EMU Depot Plant and Equipment (as applicable) by that supplier or manufacturer. <p>Proposed change to Carriage Fleet Maintenance Plan</p> <p>The current Carriage Fleet Maintenance Plan includes the following documents:</p> <ul style="list-style-type: none">- Carriage Fleet Maintenance Plan, documentation version ROLST -10-24 – Issue 1- Check Classification, Daily , documentation version Loco 651 & 652 – Revision 1 (SW Carriage)- Check Classification – Daily , documentation version Loco 556 – Revision 4 (SE Carriage) <p>The proposed changes to the Carriage Fleet Maintenance Plan documents are:</p> <p><u>Change reference to "Daily Check" to "Depot Check"</u></p> <p>It is proposed that all references to the "Daily Check" are deleted and replaced by "Depot Check."</p> <p><u>Change to servicing interval</u></p> <p>It is proposed that the interval for the "Daily Check" is changed from "daily" to a Km-intervals"; it being understood that a Depot Check is required to be carried out on all consists that are stabled in the Wellington Carriage Depot or yard during normal weekday hours. The maximum interval between depot checks is 1,500km at which point it must be carried out irrelevant of the vehicle location.</p> <p>Transdev and GWRC have agreed that:</p> <ul style="list-style-type: none">- the current references in the Carriage Fleet Maintenance Plan to "Daily Check" will be amended to "Depot Check"- the checks currently described in the Carriage Fleet Maintenance Plan as "Daily Check" should continue to be carried out according to the Km-intervals- the intervals of the Depot Checks specified in the Carriage Fleet Maintenance Plan will be varied from time based (i.e. formerly daily check) to the Km-based maintenance scheme. In addition, the limits of the Km-interval shall be increased from 1,250km to 1,500km
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	<p>to allow for the weekend running of a consist with the AG van attached in 2016.</p> <p>Appendix 4 (Carriage Fleet Maintenance Plan) (ROLST-10-24 – Issue 1) at Schedule 4 of the Partnering Contract will be varied to record the change as follows:</p> <ul style="list-style-type: none">- All references to "Daily Check" will be replaced with "Depot Check"- The description of the "Daily Check" will be deleted and replaced with the following description of the "Depot Check": <p>Depot Check <i>A Depot Check is required to be carried out on all consists that are stabled in the Wellington Carriage Depot or yard during normal weekday hours. The maximum interval between depot checks is 1,500km at which point it must be carried out irrelevant of the vehicle location.</i></p> <p><i>The Depot Check is a non-invasive inspection of the Carriages; it includes condition, security and functionality of essential systems on the Carriages. It also includes the requirements for the generator sets and instructions for checks to be carried out in the case of a consist change.</i></p> <p>The description of "Servicing" shall be deleted and replaced with the following description of "Servicing"</p> <p>Servicing <i>Servicing includes refuelling of generator cars, discharging toilet wastewater tanks and refilling of potable water and is carried out as required.</i></p> <p>Attachment 1 - ECR (F)-M-686 which defines the Carriage depot check interval limits.</p> <p>Attachment 2 - which sets out the marked up change to the Carriage Fleet Maintenance Plan (Revision 1)</p> <p>Financial Impact of the proposed change</p> <p>The Vehicle Services Fee was based on the Carriages receiving [redacted] daily checks and servicing per year.</p> <p>If approved the proposed change to the Carriage Fleet Maintenance Plan will result in the total number of checks and servicing reducing to [redacted] per year.</p> <p>Given the cost of each check and servicing included in the Initial Vehicle Service Fee (at Appendix 1 of Schedule 5) is NZ\$ [redacted] the difference in the numbers of inspection between [redacted] and [redacted] is a <u>cost saving</u> of NZ\$ [redacted] per annum (excluding GST).</p> <p>As the Net Financial Impact is negative the Vehicle Service Fee will be reduced by [redacted]% of the [redacted] which will result in a saving to GWRC of NZ\$ [redacted] per annum (excluding GST).</p>
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Reason for the proposed Contract Variation	This variation is to record a change to the Carriage Fleet Maintenance Plan to adjust the intervals of Depot Checks (currently referred to as 'daily checks' to reflect the current kilometre-based maintenance scheme (1,500km intervals).
Operator's estimate of the Net Financial Impact arising from the proposed Contract Variation, calculated in accordance with Part B	In accordance with <i>ECR (F) M-686 Define the Carriage Depot Check interval limits</i> , the total number of depot checks and

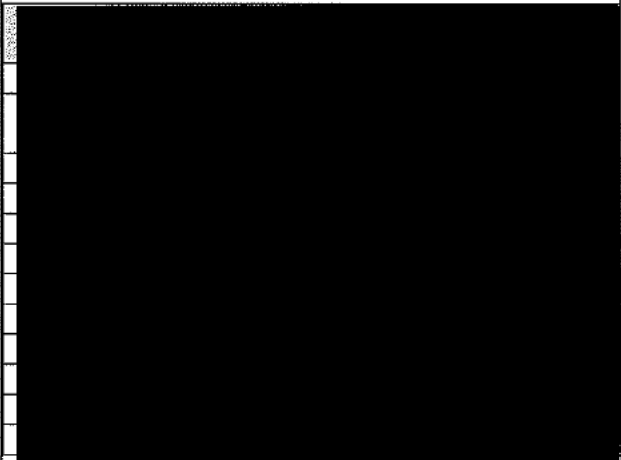
of Schedule 16 and on an Open Book Basis and supported by working papers and other documentation to support the estimate



If the Net Financial Impact is negative, the proposed reduction in the Services Fee (refer paragraph 8.9.4, Schedule 16)

Please refer to amount deductible per annum from the Vehicle Services Fee which is expressed as a positive figure as below.
(Currency: NZD, excl. GST)

Note - If the Net Financial Impact is negative paragraph 8.9.4 provides that the Service Fee shall be reduced by an amount equal to 50% of the amount (expressed as a positive figure) by which the Net Financial Impact is less than zero



<p>Timeframe within which the proposed Contract Variation will be implemented</p>	<p>Subject to the issue of approved Variation Order by Transdev which will be issued following the execution of the corresponding Variation Order by GWRC in accordance with the Partnering Contract</p>
<p>Methodology and process by which the Operator proposes to implement the proposed Contract Variation</p>	<p>The relevant technical documentation will be revised according to ECR (F)-M-686. (refer Attachment 1)</p>
<p>The effect (if any) that the proposed Contract Variation will have on the Operator's ability to meet the requirements of, or achieve (as applicable) the Reliability KPI, the Punctuality KPI or the PI Achieve Benchmarks, the Vehicle Service Objectives and Outcomes, the Passenger Services Objectives and Outcomes, the Vehicle Use in Service Outputs and the Hand back Standards.</p>	<p>Any failure to meet the Passenger Service Objectives, the Vehicle Service Objectives, the contractual KPI's, the Vehicle Use in Service Outputs and the Hand Back Standards which occurs as a consequence of the proposed change shall remain the sole responsibility of Transdev.</p>
<p>Effect (if any) that the proposed Contract Variation will have on:</p> <ul style="list-style-type: none"> (a) the Operator's ability to perform its obligations in accordance with the Transaction Documents (b) the safe and lawful operation of passenger services on the Wellington Network 	<p>This Contract Variation will not have any effect on Transdev's ability to perform its obligations in accordance with the Transaction Documents or the safe and lawful maintenance of the Vehicles.</p>
<p>Effect (if any) that the proposed Contract Variation will have on:</p> <ul style="list-style-type: none"> (c) the condition, value, or whole of life cost of any GWRL System, GWRL Asset, GWRC System, GWRC Asset or Maintained Asset or on the safe and lawful use of any of the forgoing 	<p>Transdev confirms that the proposed changes will not have any negative impact on the condition, value, or whole of life cost of any GWRL System, GWRL Asset, GWRC System, GWRC Asset or Maintained Asset or on the safe and lawful use of these assets.</p>
<p>Effect (if any) that the proposed Contract Variation will have on:</p> <ul style="list-style-type: none"> (d) any warranty or guarantee (including any claim thereunder) given by a supplier or manufacturer in relation to any GWRL System, GWRL Asset, GWRC System, GWRC Asset or Maintained Asset or any other assets or systems described at clause 12.1 (to the extent that the terms of the warranty or guarantee have been provided to the Operator) or on any other obligations or liabilities of such supplier or manufacturer (to the extent that the Operator has been made aware of the same) 	<p>Transdev confirms that the proposed changes will not invalidate any warranty or guarantee</p>
<p><u>Operator Approved Modification Services</u> If the Contract Variation includes any enhancement or modification to the EMUs or Carriages specify:</p> <ul style="list-style-type: none"> - whether carrying out of such enhancement or modification will give rise (or is likely to give rise) the unavailability of any Vehicle which in turn would entitle the Operator to claim an Excusing Event; and - the Operator's reasonable estimate of the likely period of unavailability (if any) of the affected Vehicles <p>(refer para 5.3 Schedule 4)</p>	<p>This Variation Proposal is irrelevant to Modification Services.</p>

Changes to Vehicle maintenance, EMU Depot Plant and Equipment Manual or Electric Shunt Manual	
Description	Proposal
Full details about the proposed change, including drafting changes	Full details about the proposed change to the Carriage Fleet Maintenance Plan and the Vehicle Services Fee were provided in the former section of this proposal (Details of proposed Contract Variation)
an explanation as to the reasons for the proposed change and how the proposed change will achieve the same or a better result in relation to the maintenance of the Vehicles or the EMU Depot Plant and Equipment	The reasons are outlined in the former section of this proposal (Reason for the proposed Contract Variation)
a signed statement from Transdev (in accordance with the requirements a paragraph 17.2.3 of Schedule 4)	Please refer to Attachment 3
be accompanied by any consultant's reports or internal reports prepared in relation to the proposed change	Not applicable
be accompanied by written confirmation from the relevant supplier or manufacturer (as required by paragraph 17.2.5 Schedule 4)	Not applicable
<p>If the Contract Variation includes any change to the Matangi Fleet Maintenance Plan, the Carriage Fleet Maintenance Plan, the EMU Depot and Equipment Manual or the Electric Shunt Manual (including any proposed change to a requirement contained therein or any change to any Spares, Rotable Items, Special Tools, General Tools or EMU Depot Plant and Equipment referred to in such documents) include :</p> <ul style="list-style-type: none"> - full details about the proposed change , including drafting changes - an explanation as to the reasons for the proposed change and how the proposed change will achieve the same or a better result in relation to the maintenance of the Vehicles or the EMU Depot Plant and Equipment - a signed statement from the Operator (in accordance with the requirements a paragraph 17.2.3 of Schedule 4) - be accompanied by any consultant's reports or internal reports prepared in relation to the proposed change - be accompanied by written confirmation from the relevant supplier or manufacturer (as required by paragraph 17.2.5 Schedule 4) 	
The value for money for GWRC arising from the proposed Contract Variation	A saving in the cost of Vehicle Services
Any additional information requested by GWRC in connection with the proposed Contract Variation	All relevant supporting documents are provided as attachments to this Variation Proposal.
Signature of Operator Authorised Representative	<div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> Name: [REDACTED] Position: Operator Authorised Representative Date: [REDACTED]

Approved Variation Order – complete Part C below

Part C Form of approved Variation Order (Must be completed, signed and issued to the Operator by GWRC and GWRL (if variation relates to assets owned by GWRL))	
This Variation Order relates to	An Operator initiated Contract Variation (as set out in the above table)
Estimate of Net Financial Impact arising from the proposed Contract Variation	
Any change to the Service Fee or Payment Schedule Refer paragraph 6.26 Schedule 16	
Time frame within which the proposed Contract Variation will be implemented	Subject to the issue of approved Variation Order by GWRC
Any conditions attached to the Contract Variation	Nil
Notice to proceed	GWRC by completing and issuing this Variation Order to Transdev directs Transdev to implement this Contract Variation in the timeframe set out above.
Signatures of GWRC and GWRL Authorised Representatives	<div style="text-align: center;"> <hr style="width: 20%; margin: 0 auto;"/> (Signature) </div> Name: Fiona Abbott Position: GWRC Authorised Representative Date:

	<p style="text-align: center;">_____ (Signature)</p> <p>Name: Fiona Abbott Position: GWRL Authorised Representative</p> <p>Date:</p>
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Summary of Attachments (if any) referred to in this Contract Variation:

Attachment 1. ECR (F)-M-686 Define the Carriage Depot Check interval limits

Attachment 2. Carriage Fleet Maintenance Plan – including proposed changes

Attachment 3. Statement of Compliance (to satisfy requirement at paragraph 17.2.3, Schedule 4)

Transdev Proposed Contract Variation – Statement of Compliance

Transdev Initiated Contract Variation Number:		PT0416 Variation 12	
Title: Proposal to change in O&M Manuals as part of the Carriage Fleet Maintenance Plan			
Brief Description:			
<p>Variation requires changes to technical document as below</p> <ol style="list-style-type: none"> 1. Convert Loco 652 to task instruction Vol 3B S1-2.1 Carriage Daily Maintenance Check. 2. Convert Loco 651 to Vol 3A 2.1 S1-2.1 Carriage Maintenance Record Sheet 3. In ROLST-10-24 and Loco 651 clarify when a check is required as below: <ul style="list-style-type: none"> - A Daily check is required to be carried out on all consists that are stabled in the Wellington Carriage Depot or Yard during normal weekday hours. The maximum interval between checks is 1500km at which point it must be carried out irrelevant of the vehicle location. 			
Statement of compliance:			
<p>According to PT0416 Schedule 4 17.2.3, Transdev Wellington Limited (Transdev) gives assurance that the proposed Contract Variation:</p> <ol style="list-style-type: none"> (a) complies with the Approved Engineering Process; and (b) will not have a material adverse effect on Transdev's ability to: <ol style="list-style-type: none"> (i) achieve the Vehicle Services Objectives and Outcomes or the Vehicle Use in Service Outputs; (ii) ensure the Vehicles meet the Hand Back Standards; (iii) comply with its obligations under this Partnering contract (PT0416); (iv) meet the requirements of the Reliability KPI and the Punctuality KPI; or (v) achieve the PI Achieve Benchmarks applying to the Performance Indicators; (c) will not have a material adverse impact on the condition, value, or whole of life cost of the Vehicles or the EMU Depot Plant and Equipment or on any of their safe or lawful operation. 			
Signed on behalf of Transdev:		Name:	Date:

Transdev Wellington Limited		Title: Contract Variation Statement of Compliance
Date:	Doc.No: PT0416 Variation 12	
Revision: 1.0	UNCONTROLLED WHEN PRINTED	Page 1 of 1

Reference Information					
Subject	Define the Carriage Daily check interval limits			Priority	<input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C
Change Type	Document-only Change (No ECP)	<input type="checkbox"/> Trial?			
ECP No.	ECP(F)-C-228-10	Rev. No.	1	Submission Date	N/A
ECR No.	ECR(F)-M-686	Rev. No.	1	Submission Date	14/05/2019
Origin	Change Suggestion	Reference	CS142		
Submitter	Hamish W.				
Assets affected	<input type="checkbox"/> M1 <input type="checkbox"/> M2 <input checked="" type="checkbox"/> SW <input checked="" type="checkbox"/> SE <input type="checkbox"/> AG <input checked="" type="checkbox"/> Maintenance Documents <input type="checkbox"/> Depot Plant and Equipment				
Change Description					
Reason for Change	Description	<p>Throughout the service life of the SE and SW vehicles they have only had "Daily" checks carried out during weekdays in Wellington. In 2015 after the bid documentation was supplied, KiwiRail identified lack of clarity around daily check requirements and ECR TS1038 was submitted and approved by KiwiRail to clarify the check and change to a km based interval.</p> <p>The change from daily to km based inspections was not included in the new contract which has resulted in HR not complying with contractual check intervals. This ECP is intended to amend the contractual documentation to make the current "Daily" interval compliant.</p> <p>The requested change from "Daily" check to "Depot" check (1,500km maximum limit) is to allow for weekend running of a consist with the AG van attached which was introduced in 2016.</p> <p>Change Details:</p> <ol style="list-style-type: none"> Loco 651 <ol style="list-style-type: none"> Convert to "Vol.3A 2.1 S1-2.1 Carriage Maintenance Record Sheet" Change the term from "Daily" to "Depot" Include the following comment: A Depot check is required to be carried out on all consists that are stabled in the Wellington Carriage depot or Yard during normal weekday hours. The maximum interval between checks is 1500km at which point it must be carried out irrelevant of the vehicle location. Loco 652 <ol style="list-style-type: none"> Convert to "S01-000 Carriage Depot Check" Change the term from "Daily" to "Depot" In ROLST-10-24 <ol style="list-style-type: none"> Change the term from "Daily" to "Depot" Update based on the comment above (1.c.) 			
	Category	<input checked="" type="checkbox"/> Customer Requirement <input type="checkbox"/> Operator Requirement <input type="checkbox"/> Network Requirement <input type="checkbox"/> Design Change <input type="checkbox"/> Process Improvement <input type="checkbox"/> Maintenance Optimisation <input type="checkbox"/> Material Change <input type="checkbox"/> Supplier Change <input type="checkbox"/> Obsolescence Management			
Reference Documents (Reports, Standards, Previous ECP's, Investigations, etc)	<ol style="list-style-type: none"> ECSS Define the Carriage Daily check interval limits Vol 3A 2.1 S1-2.1 Carriage Maintenance Record Sheet S01-000 Carriage Depot Check ROLST-10-24 Carriage Fleet Maintenance Plan 				
Title: Engineering Change Form			Revision: 1.0		Date: 23/08/2019
Approved by: XXXXXXXXXX					
UNCONTROLLED WHEN PRINTED					Page: 1/4

Change Impacts				ECR Close	
Cost Impact	<input type="checkbox"/> No cost	<input type="checkbox"/> Maintainer cost	Value (\$)		
	<input type="checkbox"/> Operator cost	<input type="checkbox"/> GW cost			
Detail/ References: Variation detail and cost to be discussed and agreeded					
Contract Impact	<u>Variation Required</u>				
Other impacts	<input type="checkbox"/> Reliability	<input type="checkbox"/> Maintainability	<input type="checkbox"/> Driver Simulator	Not completed	
	<input type="checkbox"/> Specification	<input type="checkbox"/> Performance	<input type="checkbox"/> Software/Escrow		
Detail/ References: N/A					
Safety Updates	<input type="checkbox"/> FMECA	<input type="checkbox"/> Risk Register	<input type="checkbox"/> Safety System	Not completed	
	Detail/ References: N/A				
Human Factors	<input type="checkbox"/> Crew impact	<input type="checkbox"/> Passenger Impact	<input type="checkbox"/> Maintainer Impact	Not completed	
	Detail/ References: N/A				
Rail vehicles	<input checked="" type="checkbox"/> Fleet	Vehicle # Carriage		Not completed	
Inventory/ Spares	<input type="checkbox"/> Require modification	<input type="checkbox"/> Disposal	<input type="checkbox"/> Replacement/requisition	Not completed	
	Detail/ References: Inventory Stock Supplied at HR expense				
Impacted Documents	Manual	<input type="checkbox"/> Matangi Technical Manual	<input type="checkbox"/> Matangi Train-Crew Manual	Not completed	
		<input type="checkbox"/> Matangi Maintenance Manual	<input type="checkbox"/> Matangi Diagnostics and Fault Finding		
<input type="checkbox"/> Matangi Illustrated Parts Catalog		<input type="checkbox"/> Depot Plant and Equipment Manual			
<input type="checkbox"/> SW Carriage Manual		<input type="checkbox"/> SE Carriage Manual			
<input type="checkbox"/> Star Chart		<input type="checkbox"/> Check List			
As Built Drawing		<input type="checkbox"/> Matangi	<input type="checkbox"/> SW	<input type="checkbox"/> SE	Not completed

Title: Engineering Change Form		Revision: 1.0	Date: 23/08/2019
Approved by:	[Redacted Signature]		
UNCONTROLLED WHEN PRINTED			Page: 2/4

Reference Information					
Subject	Define the Carriage Daily check interval limits			Priority	<input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C
Change Type	Document-only Change (No ECP)	<input type="checkbox"/> Trial?			
ECP No.	ECP(F)-C-228-10	Rev. No.	1	Submission Date	N/A
ECR No.	ECR(F)-M-686	Rev. No.	1	Submission Date	14/05/2019

Change Authority

Engineering Change Proposal (ECP)			
	Name	Signature	Date
H-Rotem			
TDW			
GWRC			
Comments:			

Engineering Change Request (ECR)			
	Name	Signature	Date
H-Rotem			
TDW			
GWRC			
Comments:			

Engineering Change Request (ECR) CLOSURE Check List			
Implementation Completion Confirmation	<input type="checkbox"/> Closed W/O	<input type="checkbox"/> Hard copies of Document changed	<input type="checkbox"/> Soft copies of Document changed
	<input type="checkbox"/> Inventory issued	<input type="checkbox"/> MMIS updated	
	Name	Signature	Date
Confirmed by			
Confirmed by			

Engineering Change Request (ECR) CLOSURE			
	Name	Signature	Date
H-Rotem			
TDW			
GWRC			

Title: Engineering Change Form		Revision: 1.0	Date: 23/08/2019
Approved by:	[Redacted Signature]		
UNCONTROLLED WHEN PRINTED			Page: 3/4

Hyundai Rotem Company
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Submission Checklist

	Document-only Change	Change of Supplier only	Hardware Change	Software Change
ALL	Completed Form	●	●	●
	Change Suggestion Form	○	○	○
ECP	FRACAS Report		○	○
	Technical Description/Specification		●	●
ECR	Operation and Maintenance Manuals	●	● F	● F
	As built drawings	○	○ F	
	Trial Plan		● T	● T
	Modification instructions/ FMI		● F	○ F
	Fleet Modification Plan		● F	● F
	Inventory Management Plan	○	● F	○ F
	Software Revision History			● F
Software Release Certificate			● F	

● Mandatory ○ As Required F = Fleet T = Trial

Title: Engineering Change Form		Revision: 1.0	Date: 23/08/2019
Approved by:			
UNCONTROLLED WHEN PRINTED			
			Page: 4/4

Reference Information					
Subject	Define the Carriage Daily check interval limits			Priority	<input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C
Change Type	Document-only Change (No ECP)	<input type="checkbox"/> Trial?			
ECP No.	ECP(F)-C-228-10	Rev. No.	1	Submission Date	N/A
ECR No.	ECR(F)-M-686	Rev. No.	1	Submission Date	14/05/2019
Origin	Change Suggestion	Reference	CS142		
Submitter	Hamish W.				
Assets affected	<input type="checkbox"/> M1 <input type="checkbox"/> M2 <input checked="" type="checkbox"/> SW <input checked="" type="checkbox"/> SE <input type="checkbox"/> AG <input checked="" type="checkbox"/> Maintenance Documents <input type="checkbox"/> Depot Plant and Equipment				

Change Description

Reason for Change	Description	<p>Throughout the service life of the SE and SW vehicles they have only had "Daily" checks carried out during weekdays in Wellington. In 2015 after the bid documentation was supplied, KiwiRail identified lack of clarity around daily check requirements and ECR TS1038 was submitted and approved by KiwiRail to clarify the check and change to a km based interval.</p> <p>The change from daily to km based inspections was not included in the new contract which has resulted in HR not complying with contractual check intervals. This ECP is intended to amend the contractual documentation to make the current "Daily" interval compliant.</p> <p>The requested change from "Daily" check to "Depot" check (1,500km maximum limit) is to allow for weekend running of a consist with the AG van attached which was introduced in 2016.</p> <p>Change Details:</p> <ol style="list-style-type: none"> 1. Loco 651 <ol style="list-style-type: none"> a. Convert to "Vol.3A 2.1 S1-2.1 Carriage Maintenance Record Sheet" b. Change the term from "Daily" to "Depot" c. Include the following comment: A Depot check is required to be carried out on all consists that are stabled in the Wellington Carriage depot or Yard during normal weekday hours. The maximum interval between checks is 1500km at which point it must be carried out irrelevant of the vehicle location. 2. Loco 652 <ol style="list-style-type: none"> a. Convert to "S01-000 Carriage Depot Check" b. Change the term from "Daily" to "Depot" 3. In ROLST-10-24 <ol style="list-style-type: none"> a. Change the term from "Daily" to "Depot" b. Update based on the comment above (1.c.) 			
	Category	<input checked="" type="checkbox"/> Customer Requirement <input type="checkbox"/> Operator Requirement <input type="checkbox"/> Network Requirement <input type="checkbox"/> Design Change <input type="checkbox"/> Process Improvement <input type="checkbox"/> Maintenance Optimisation <input type="checkbox"/> Material Change <input type="checkbox"/> Supplier Change <input type="checkbox"/> Obsolescence Management			
Reference Documents (Reports, Standards, Previous ECP's, Investigations, etc)	1. ECSS Define the Carriage Daily check interval limits 3. Vol 3A 2.1 S1-2.1 Carriage Maintenance Record Sheet 3. S01-000 Carriage Depot Check 4. ROLST-10-24 Carriage Fleet Maintenance Plan				

Title: Engineering Change Form	Revision: 1.0	Date: 23/08/2019
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Approved by:	
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Carriage Fleet Maintenance Plan

3/4/2016

Hyundai Rotem Company
(272127)-2021-12-08 12:45:33

<u>Date</u>	<u>Issue</u>	<u>Amendment Description</u>	<u>Name</u>
<u>3/4/16</u>	<u>1</u>	<u>Issued at commencement of contract</u>	<u>GWRC</u>
<u>15/5/19</u>	<u>2</u>	<u>Define the Carriage Daily check interval limits</u>	<u>H. Walker</u>

The below outlines the SE and SW carriage fleet maintenance sessions, these have been reviewed and refined to maximise availability and reliability whilst minimising maintenance costs.

Carriage maintenance plan

The below outlines the SE and SW carriage fleet maintenance sessions, these have been reviewed and refined to maximise availability and reliability whilst minimising maintenance costs.

The hours reflected are from current experience.

Classification	Interval			Recourse	Location
	Time (month)	Mileage (kms)	Maximum tolerance	Time (man hrs)	
Routine Maintenance					
Daily Depot Servicing	When at depot		1,500km	0.75	Depot or Yard
Daily As req.				0.75	Fuel Bay and Yard
'A' check		12,000	+2,000	4	Depot, Pit access
'B' check		24,000	+2,000	6	Depot, Pit access
'C' check	12		+2 Months	18	Depot, Pit access
Electrical Warrant of fitness	Yearly		+2 Months	6	Depot
Generator (SWG & SEG & AG222)	Tims (hrs)				
Gen 1	450		+50 Hours		Depot
Gen 2	1800		+200 Hours		Depot
Heavy maintenance		Mileage (kkms)			
'D1' Check (1/2 wheel life)		300-400			Depot, Pit access
'D2' Check (full wheel life)		600-800			Depot, Lift, Pit access
'D3' Generator Replacement	25,000hrs		+5,000hrs		Depot, forklift Pit access

Carriage cleaning requirements as laid out in the Carriage cleaning plan are part of the carriage maintenance plan.

In addition to the specified checks refuelling of generator cars, discharging toilet waste water tanks and refilling of potable water are also required tasks.

The check intervals are the same for both the SE and SW fleets, the current utilisation of carriages gives us the following KM run and hence dictates the frequency of the related check per fleet; it also identifies typical generator running hours.

Carriage Type	Approx. current annual KM's run	Approx. current annual Hours run
SW	65,000	
SE	102,000	
AG222	53,000	
SE Generators		2850
SW Generators		2000
AG222 Generator		1300

Above figures based on actuals from December 13 to December 14

Below is a brief summary of the content and function of both routine and heavy maintenance applicable to the GW carriage fleet, for detailed information on content and periodicity refer the maintenance documentation.

Daily Depot Checks

The daily Depot check is a non-~~evasive~~-invasive inspection of the carriages ~~before passenger service~~; it includes condition, security and functionality of essential systems on the carriages.

It also includes the ~~daily~~ requirements for the generator sets and instructions for checks to be carried out in the case of a consist change.

A Depot check is required to be carried out on all consists that are stabled in the Wellington Carriage depot or Yard during normal weekday hours. The maximum interval between checks is 1,500km at which point it must be carried out irrelevant of the vehicle location.

Servicing

Servicing includes refueling of generator cars, discharging toilet waste water tanks and refilling of potable water and are carried out as required.

A & B Checks

The 'A' & 'B' checks are carried out on a 12,000km rotation. They are made up of inspections, functional tests and a lubrication regime. The purpose of these checks is to ensure the safety, functionality and condition of the carriages at regular intervals.

There is a maximum tolerance of 2,000km to carry out A and B checks.

Accumulated running distance (km)	A	B	A	B	A
	12,000	24,000	36,000	48,000	60,000

C Checks

The 'C check' is carried out annually on all carriages, it covers much of the same as the A & B checks but also includes 12 monthly servicing as specified by the OEM's for specific components.

There is a Maximum of 2 months tolerance to carry out C checks.

Electrical warrant of Fitness

The electrical warrant of fitness is an annual certification of the electrical compliance of the carriages. This check is independent of other checks.

Generator

The carriage generators are considered to be of high criticality to the ability of the carriages to provide the scheduled services, to achieve the required reliability level the checks have been based around the OEM recommendations. These are carried out on operating hours of the generator.

Carriage Heavy Maintenance

Heavy maintenance on the carriages is scheduled to coincide with half and full wheel life. The general content of heavy maintenance checks is the same for both SW and SE carriages with difference being at component or assembly level.

Heavy Maintenance

Refer to the SE and SW maintenance documentation for detail on check content.

D1 Checks

D1 checks are carried out at the ½ life of wheel sets.

D2 Checks

Carried out at 600 – 800kkm estimated full wheel life, it includes bogie overhaul.

D3 Checks

The generators are to be replaced at 25,000-30,000 operating hours.

Cleaning

Cleaning of both the interior and exterior of the carriages is required in accordance with the carriage cleaning plan.

See cleaning plan

Hyundai Rotem Company
(272127) 2021-12-08 12:45:33

APPENDICES

Carriage maintenance documentation as indicated in below list

Maintenance documentation	Current documentation version			
	ROLST-10-24		Issue 1	
Carriage Fleet Maintenance Plan	SW carriage	Revision	SE carriage	Revision
A Check	Loco 482A	A	Loco 557	5
B Check	Loco 482B	A	Loco 558	5
C Check	Loco 482C	A	Loco 559	5
Daily Depot Check	Loco 651 & 652 000	1	Loco 556 S01-000	4
Servicing	Loco 651 & 652	2	Loco 556	4
Electrical warrant of fitness	M9377	2	M9377	2
Generator servicing	Loco 441	6	Loco 441	6
D1 Check	D1	1	D1	1
D2 Check	D2	1	D2	1
	Document Number		Revision/Issue	
SW & SE Coolzone HVAC system, commissioning, testing and maintenance instructions.	M9354		9	
SW Bogie Manual	M9311		4	
SW Bogie structural and general inspection	M9363		2	
SE S-Ride bogie Maintenance manual CRC CW720	M9396-00		3	
SE S-Ride Mounting and inspection of SKF Bearing unit Maintenance Manual	M9396-01		3	
SE S-Ride XPD 12XXL Tread Brake Unit Operating manual	M9396-02		2	
SE S-Ride XPD 12XXL Tread Brake Unit Maintenance manual	M9396-03		2	
SE S-Ride Damper Maintenance Manual	M9396-04		2	
SE S-Ride Bogie Leveling Valve Maintenance manual	M9396-05		2	
SE S-Ride Bogie Pressure differential Valve Maintenance manual	M9396-06		2	
SE S-Ride Bogie Torsion Bar Maintenance manual	M9396-07		2	
SE S-Ride Bogie Air spring Maintenance Manual	M9396-08		2	
SE S-Ride Bogie Primary spring Maintenance Manual	M9396-09		2	
SW & SE Train Door inspection & Test procedure5	M9378		5	
PID software user Manual	M9391		1	
Toilet unit manual	M93128		1	
SES disabled access toilet door power unit OEM manual	M93154		1	
Ricon S-Series Wheelchair and standee lift operator Manufacturers documents	Loco 561		1	
Inspection, Test and setup procedure for Buckeye coupler	M9381		1	
Drop head Buckeye coupler overhaul	M9385		1	
Generating Set Operators Manual	PWP01 - GB		Issue 03/05	
Generating Set Technical Operation and Maintenance Manual	PWTM1 - GB		Issue 01/05	
Perkins 1300 Series Edi	TPD 1352		Issue 3	
SW Brakes	M9352 & M9305		9	
SE Brake code for S-Ride bogies	M9393		5	
Faiveley Type AL2B maintenance manual	Loco 560		1	
SE Bogie setup and car levelling procedure	M93142		3	
SW & SE Train Management System commissioning and test manual	M9379		4	
SW & SE CCTV Manual	M9380		3	
SW Operational Manual	M9383		2	
SE Operational Manual	M9398		2	
GWRL carriage cleaning plan	ROLST-10-28		A	

Soft Copies of the manuals will be supplied on CD with the contract.

Informal Engineering Change Proposal Submission Sheet (ECPSS)



HRW File Ref. No :, Document number: ECP(F)-M-235-10		HR-Kr Ref. No.:		
Submission Title: Revision of BFM Overhaul Interval				
Part 1				
Actual Date Out	Description	Outcome R/NR/SC	Responsible Manager Signature	Project Director or Delegates Signature
	Revision of BFM Overhaul Interval	NR NR NR NR NR NR NR	BY Han. Tim D. NR 11/6/19 Bryce R. Geoff W. Alex K. David M. GWRC	

Informal

Legend	
R	Rejected
NR	Not Rejected
SC	Not Rejected Subject to Changes

Hyundai-Rotem Company		Title: Informal Engineering Change Proposal Submission Sheet (ECPSS)
Date: 2/06/2017	Doc.No: HR-DPT-QF3057	
Revision: 1.1	UNCONTROLLED WHEN PRINTED	Page 1 of 2

Informal Engineering Change Proposal Submission Sheet (ECPSS)



Item No.:	Section/Page/Drg:	Comments:	By:	Response details to be filled out by HR
Part 2				
1		Can you please revise star chart, Check sheet, Manual?	BH	The document changes will be done during ECR stage. This ECP does not require changes to task instructions/IPC or any other technical details concerning Brake Frame Modules which need to be reviewed by everyone. If this ECP gets approved, changes to overhaul interval in star-chart, check-sheets and manuals will be presented with ECR.
2				
3				
4				
5				
Part 3				
Outcome		<input type="checkbox"/> Rejected	<input type="checkbox"/> Not Rejected	<input checked="" type="checkbox"/> Not Rejected Subject to Changes

Hyundai-Rotem Company		Title: Informal Engineering Change Proposal Submission Sheet (ECPSS)
Date: 2/06/2017	Doc.No: HR-DPT-QF3057	
Revision: 1.1	UNCONTROLLED WHEN PRINTED	Page 2 of 2



/// FTAU01066-000-E06TER

Matangi Brake Module Major Components Conditional Assessment

Document Type: **Report**

ECO/ECO: N/A

Compiled/Rédigé: A. Guzzardi / I. Khan

Checked/Vérifié: M. Mussa

Approved/Approuvé: D. Dolzadelli

Date: 14/02/2019 - Revision: A00

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WC-F-ENG-017B

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Issue Edition	Date Date	Description Description	ECO ECO	Compiled Rédigé	Checked Vérifié	Approved Approuvé
A00	14/02/2019	First Issue	.	A. Guzzardi / I. Khan	M. Mussa	D. Dolzadelli
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/// 1. **HEALTH and SAFETY**

The following points must be considered and appropriate precautions taken when working on compressed air equipment. It should not be taken as an exclusive list of hazards:



Caution! Prior to commencing any work, ensure that the local site/depot procedures regarding access and working on the vehicle are followed.



Caution! Electric equipment! Prior to accessing to electric parts, make sure the power is duly switched off.



Caution! Pressurised system! Discharge the pressure before removal of equipment.



Caution! Pressurised system! When removing test point connections or pneumatic connections, discharge the pressure before removal.



Caution! Oils and greases are used which could be a hazard.



Caution! Beware of any moving components during testing which could cause injury.



Important! Protect eyes and hands with suitable glasses and gloves.

/// 2. INTRODUCTION

2.1 PURPOSE

This report summarises the conditional assessment on selected components fitted to the Matangi Brake Modules. These components are installed inside the brake modules and relatively protected from external environment.



Brake Module and Internal Components

The selected components were removed from train sets that entered service during the first year of the service introduction of the Matangi EMU fleet. The assessment took the form of functional testing and visual inspection of the sub-components as described in this document.

Note that components such as solenoid valves were not checked internally as they are encapsulated and would result in the destruction of the component.

In general components that were deemed suspect to be damaged by a more detailed strip down, were not checked as the intent was not to carry out destructive testing/inspection.

2.2 BACKGROUND

The brake modules fitted to the Matangi EMU stage 1 fleet are close to the recommended overhaul period and in order to determine the state of the main components associated with the brake control functions (i.e. IRV, NJMR Distributor and Lpp valves) were selected for internal assessment.

2.3 SCOPE

A subsequent assessment was carried out by Faiveley Transport to determine if there were any areas of concern with the inspected valves.

2.3.1 Assessed Components History

The following table summarised the components and the operational history of the train sets to which these components were fitted:

Item	Description	Part. No.	Serial No.	Unit No.	Date in Service	Km Travelled
1	IRV (Integrated Relay Valve) - MC	1/448230	001	4368	26/08/2011	561,847
2	IRV (Integrated Relay Valve) - TC	1/448231	014			
3	NJMR (Distributor)	7288350408	005	4351	16/08/2011	590,986
4	NJMR (Distributor)	7288350408	035			
5	LPP (Load proportional valve)	1/121475	0030			
6	LPP (Load proportional valve)	1/121476	0036			

/// 3. COMPONENT ASSESSMENT

3.1 Pre-Strip Down Inspection

The following was determined for the Matangi Brake Module componentry consisting of IRV (Integrated Relay Valve), Lpp valves and NJMR (Distributor) with serial numbers as shown below:

3.1.1 NJMR Valves – Pre-Strip Down Inspection

The NJMR Distributors were visually inspected and no apparent external physical damage to the units was noted, as seen in Figure 1 below:



SN: 005



SN: 035

Figure 1 – Depicting NJMR – Spring Reference Distributors

3.1.2 IRV's – Pre-Strip Down Inspection

The IRV's (Integrated Relay Valves) were visually inspected and no apparent external physical damage to the units was noted, as seen in Figure 2 below:



SN: 001



SN: 014

Figure 2 – Depicting IRV's (Integrated Relay Valves)

3.1.3 Lpp Valves – Pre-Strip Down Inspection

The Lpp Valves were visually inspected and no apparent external physical damage to the units was noted, as seen in Figure 3 below:



SN: 030



SN: 036

Figure 2 – Depicting Lpp Valves

3.2 Functional Testing

The functional testing was carried out using FT's Matangi EMU system integration test bench. The system integration test bench is configured to be electrically and pneumatically as functionally representative to the train as possible as shown below:



System Integration Test Bench

The selected components were installed to the brake module and functionally tested.

Testing of all the components was successfully completed with results correlated and presented below:

3.2.1 NJMR, Lpp Valves and IRV 2nd Chamber (Auto) Output Test Results

3.2.1.1 NJMR – SN: 005

Brake Pipe Pressure (kPa)	Bogie 1		Bogie 2	
	TPDIS (kPa)	BCP (kPa)	TPDIS (kPa)	BCP (kPa)
540	0	0	0	0
486	98.3	96	98	97
478	125	125	124.6	123
467	161.7	160	161.8	162
455	207	206	208	207

- **TPDIS:** Test Point Distributor on the IRV.
- **BCP:** Output of relay valve

3.2.1.2 NJMR – SN: 0035

Brake Pipe Pressure (kPa)	Bogie 1		Bogie 2	
	TPDIS (kPa)	BCP (kPa)	TPDIS (kPa)	BCP (kPa)
545	0	0	0	0
485	128	132	127	131
477	157	160	155	159
466	197	198	196	196
455	222	221	232	235

- **TPDIS:** Test Point Distributor on the IRV.
- **BCP:** Output of relay valve

3.2.1.3 IRV – TPII and Relay Valve 1st Chamber (Service) Output

Bogie 1 (1/448230: S.N. 001)			Bogie 2 (1/448231: S.N. 014)		
Digital Gauge (kPa)	Control Trans. (kPa)	BCP (kPa)	Digital Gauge (kPa)	Control Trans.	BCP (kPa)
0	0	0	0	0	0
50	49	49	50	48.7	48
100	100	100	100	98.2	100
150	150	152	150	149	151
200	200	201	200	199	202
300	299	303	300	298	302
350	348	349	355	354	356

- **TPDIS:** Test Point Distributor on the IRV.
- **BCP:** Output of relay valve
- **TPpil:** Test Point Pilot Pressure

3.2.1.4 IRV Load Transducer

Digital Gauge (kPa)	Bogie 1 (1/448230: S.N. 001)	Bogie 2 (1/448231: S.N. 014)
	Load Trans. (kPa)	Load Trans. (kPa)
0	0	0
104	105	103
202	202	199
298	297	296
398	397	396
497	497	496
602	601	601
701	702	701

3.2.1.5 IRV - AUXILIARY RESERVOIR TRANSDUCER

Bogie 1 (1/448230: S.N. 001)		Bogie 2 (1/448231: S.N. 014)	
Digital Gauge (kPa)	AR Trans. (kPa)	Digital Gauge (kPa)	AR Trans. (kPa)
0	0	0	0
287	286	217	218
467	465	323	320
483	482	470	470
585	583	587	588
714	712	695	698
863	862	814	816
917	915	932	935

3.3 Strip Down - NJMR Distributors

Strip down of the NJMR – Spring Reference Distributors was undertaken whereby the distributors were examined and noted as per the below Figures 4 and 5:

3.3.1 NJMR: PN: 728835040; SN: 005



Figure 4 – Depicting Strip Down of NJMR – Spring Reference Distributor SN. 005

3.3.2 NJMR: PN: 728835040 ; SN: 035



Figure 5 – Depicting Strip Down of NJMR – Spring Reference Distributor SN. 035

3.4 Strip Down – IRV's (Integrated Relay Valve)

Strip down of the IRV (Integrated Relay Valve) was undertaken whereby the IRV's were examined and noted as per the below Figures 6 and 7

3.4.1 IRV: PN: 1/448230; SN: 001

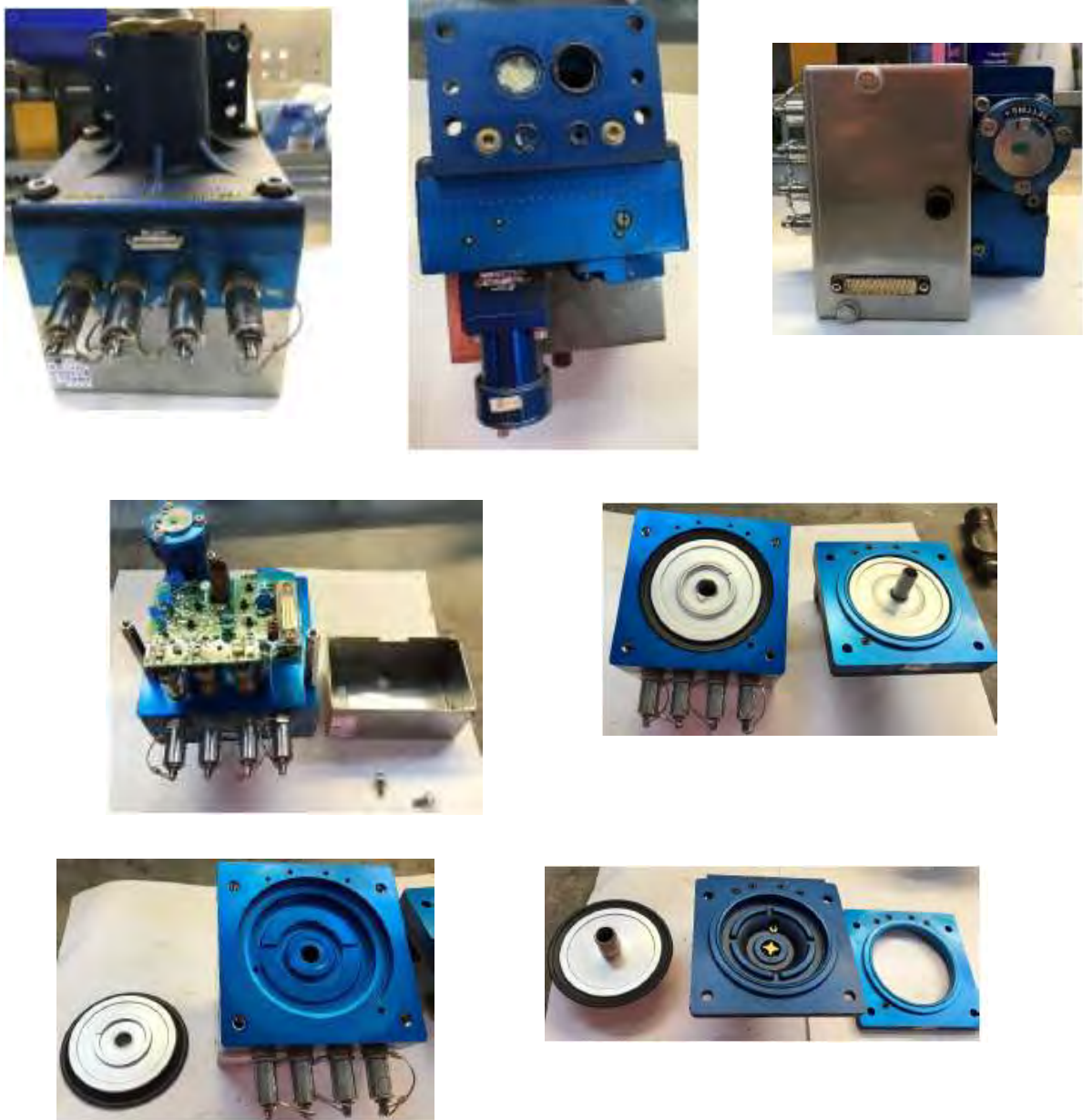


Figure 6 – Depicting Strip Down of IRV – SN: 001

3.4.2 IRV: PN: 1/448230 ; SN: 014

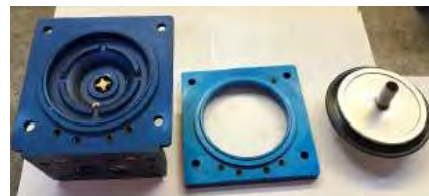
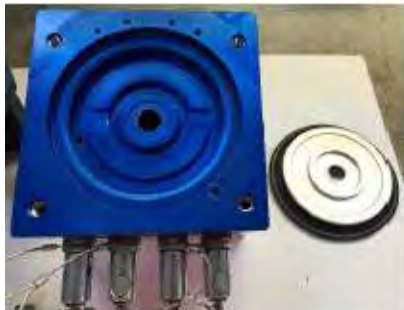
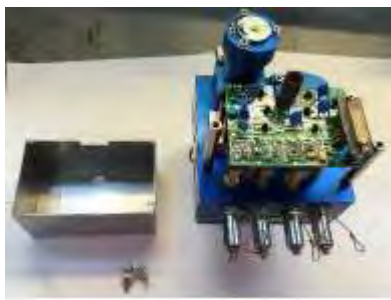


Figure 7 – Depicting Strip Down of IRV – SN: 014

3.5 Strip Down – Lpp Valves

Strip down of the Lpp Valves was undertaken whereby the Valves were examined and noted as per the below Figures 8 and 9:

3.5.1 Lpp: PN: 1/121475; SN: 0030



Figure 8 – Depicting Strip Down of Lpp – SN: 0030

3.5.2 Lpp: PN: 1/121475; SN: 0036



Figure 9 – Depicting Strip Down of Lpp – SN: 0036

3.6 Post Strip Down Observations

- a) Review of the NJMR components as shown in Figures 4 and 5, indicates no significant visible damage or anything unusual found on both examined NJMR (Distributors). There is some slight indications of possible dirt ingress and general normal operational wear and tear.
- b) Review of the IRV's as shown in Figures 6 and 7, indicates no visible damage or anything unusual found on both examined IRV's (Integrated Relay Valves). This is apart from visible evidence of normal operational wear and tear.
Note that the components fitted to the electronic board (i.e. transducers) and the solenoid valves were only visually checked and found to be in good and clean condition (functional tests carried out as per section 3.2).
- c) Review of the Lpp valves as shown in Figures 8 and 9, indicates no significant visible damage or anything unusual found on both examined Lpp Valves. There is some slight indications of possible dirt ingress and general normal operational wear and tear.

/// 4. COMMENTS and CONCLUSIONS

The following summarises the main observations for the 3 types of valves noted in this report:

IRV:

The load and pilot/control transducers functioned correctly and processed the pressure very closely.

The Service brake relay responded and tracked the input pressure closely.

The Auto/ Back-Up brake relay responded and tracked the input pressure closely.

No Leaks or functional anomalies were noted.

Considering the service period since introduction, the internals of the valves were visually found to be in a clean and reasonably good condition.

NJMR & Lpp Valves:

The NJMR and Lpp valves were checked part of the Auto/Back-Up brake function.

The function operated within expected tolerances for Back-Up brake functions ($\pm 25\text{kPa}$).

Strip down of the valves did not show any significant anomalies. Slight indications of possible dirt ingress and normal wear and tear were noted.

No Leaks or functional anomalies were noted.

Considering the service/operational age of the components, described inspection and testing of the valves did not show any significant functional degradation. The internal components were also visually found to be in good condition.

/// 5. RECOMMENDATIONS

Based on the observations noted in this report, these valves functioned correctly and there were no signs of significant degradation and therefore these valves should continue to operate.

It is recommended that during the vehicle routine maintenance activities, as a precaution, closer attention should be paid for leaks or other deviations to the normal functions of the equipment to determine if this may indicate a rise in the functional degradation due to extended operational period.

It must be noted although the valves examined in this report did not show and significant degradation considering their introduction in 2011 and they should continue to operate, rubber and other components (i.e. diaphragms, springs, seals, solenoid valves, etc) can wear/degrade over time and must be suitably replaced by carrying out a major overhaul of the components.

/// FTAU01066-000-E07TER

Matangi Brake Module Conditional Assessment

Document Type: **Report**

ECO/ECO: N/A

Compiled/Rédigé: A. Guzzardi / I. Khan

Checked/Vérifié: M. Mussa

Approved/Approuvé: D. Dolzadelli

Date: 29/04/2019 - Revision: A00

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Issue Edition	Date Date	Description Description	ECO ECO	Compiled Rédigé	Checked Vérifié	Approved Approuvé
A00	29/04/2019	First Issue	.	A. Guzzardi / I. Khan	M. Mussa	D. Dolzadelli
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/// 1. HEALTH and SAFETY

The following points must be considered and appropriate precautions taken when working on compressed air equipment. It should not be taken as an exclusive list of hazards:



Caution! Prior to commencing any work, ensure that the local site/depot procedures regarding access and working on the vehicle are followed.



Caution! Electric equipment! Prior to accessing to electric parts, make sure the power is duly switched off.



Caution! Pressurised system! Discharge the pressure before removal of equipment.



Caution! Pressurised system! When removing test point connections or pneumatic connections, discharge the pressure before removal.



Caution! Oils and greases are used which could be a hazard.



Caution! Beware of any moving components during testing which could cause injury.



Important! Protect eyes and hands with suitable glasses and gloves.

/// 2. INTRODUCTION

2.1 PURPOSE

This report summarises the conditional assessment on selected components fitted to the Matangi Brake Modules. These components are installed inside the brake modules and relatively protected from external environment.



Brake Module and Internal Components

The selected components were removed from brake modules fitted to trainsets that entered service during the first year of the service introduction of the Matangi EMU fleet.

The assessment took the form of functional testing and visual inspection of the sub-components as described in this document.

2.2 BACKGROUND

The brake modules fitted to the Matangi EMU stage 1 fleet are close to the recommended overhaul period and in order to determine the state of some the main components associated with the brake control functions (i.e. Check Valves, Emergency Application Valves and Pressure Reducing Valves) were selected for internal assessment.

2.3 SCOPE

A subsequent assessment was carried out by Faiveley Transport to determine if there were any areas of concern with the inspected valves.

2.3.1 Assessed Components History

The following table summarises the components and the operational history of the train sets to which these components/Brake Modules were fitted:

Component Serial Number	Description	Part Number	Quantity	Build Date	Est Km's Travelled
BRAKE MODULE TRAILER CAR 1 – S.No.: 25				8/09	560,000
3972	Check Valve	1/118190	1		
4001	Check Valve	1/118190	1		
57	Emergency Application Valve	1/431169	1		
641	Pressure Reducing Valve	1/122270	1		
BRAKE MODULE TRAILER CAR 2 – S.No.: 48				11/09	560,000
4207	Check Valve	1/118190	1		
4188	Check Valve	1/118190	1		
87	Emergency Application Valve	1/431169	1		
654	Pressure Reducing Valve	1/122270	1		
BRAKE MODULE TRAILER CAR 3 – S.No.: 44				11/09	560,000
4180	Check Valve	1/118190	1		
4206	Check Valve	1/118190	1		
92	Emergency Application Valve	1/431169	1		
656	Pressure Reducing Valve	1/122270	1		
BRAKE MODULE MOTOR CAR 1 – S.No.: 35				10/09	560,000
4163	Check Valve	1/118190	1		
4164	Check Valve	1/118190	1		
82	Emergency Application Valve	1/431169	1		

Note: Estimated kilometres shown are based on build date of the Brake Modules and assuming an entry service date of 2011.

/// 3. COMPONENT ASSESSMENT

3.1 Pre-Strip Down Inspection

The following was determined for the Matangi Brake Module componentry consisting of Check Valves, Emergency Application Valves and Pressure Reducing Valves with serial numbers as shown below:

3.1.1 Check Valves – Pre-Strip Down Inspection

The Check Valves were visually inspected and no apparent external physical damage to the units was noted, as seen in Figure 1 below:



NP: 3972



NP: 4001



NP: 4207



NP: 4188



NP: 4180



NP: 4206



NP: 4163



NP: 4164

Figure 1 – Depicting Check Valves

3.1.2 Emergency Application Valves – Pre-Strip Down Inspection

The Emergency Application Valves were visually inspected and no apparent external physical damage to the units was noted, as seen in Figure 2 below:



SN: 57



SN: 87



SN: 92



SN: 82

Figure 2 – Depicting Emergency Application Valves

3.1.3 Pressure Reducing Valves – Pre-Strip Down Inspection

The Pressure Reducing Valves were visually inspected and no apparent external physical damage to the units was noted, as seen in Figure 3 below:



SN: 641



SN: 654



SN: 656

Figure 3 – Depicting Pressure Reducing Valves

3.2 Functional Testing

All above mentioned components were pneumatically connected and functionally tested. Testing of all the components was successfully completed with results correlated and presented below:

3.2.1 Brake Module Trailer Car 1 – S.No.: 44

Check Valve (Brake Module Trailer Car - 1)							
Part Number	Sr No.	Inlet Press (kPa)	Outlet Press (kPa)	Outlet Valve (Input Press) (kPa)	Inlet Valve (Output Press) (kPa)	Min Opening Pressure (kPa)	Comments
1/118190	3972 (7-09)	200	193	200	0	15	
		500	490	500	0		
		750	741	750	0		
		950	940	950	0		
Check Valve (Brake Module Trailer Car - 1)							
Part Number	Sr No.	Inlet Press (kPa)	Outlet Press (kPa)	Outlet Valve (Input Press) (kPa)	Inlet Valve (Output Press) (kPa)	Min Opening Pressure (kPa)	Comments
1/118190	4001 (7-09)	200	185	200	0	15	
		500	485	500	0		
		750	736	750	0		
		950	936	950	0		
Emergency Application Valve (Brake Module Trailer Car - 1)							
Part Number	Sr No.	Step			Expected Result	Noted Result	
1/431169	57 (7-09)	Energise/De-energize Coil 3 times			✓	✓	
		Energize the Coil, Open Cock 'R' set at 500 kPa ±10 kPa and check Pressure at 'M' = 500 kPa ±10 kPa (Wait for 5 minutes to settle)			M = 500 kPa ±10 kPa	500	
		After 10 minutes, check for any pressure drop (0-5 kPa)			M = 500 kPa ±10 kPa 0- 5 kPa	500 (0 kPa Drop)	
		De-Energize the Coil, Pressure at 'S' = 0 kPa			S = 0 kPa	0	
Pressure Reducing Valve (Brake Module Trailer Car - 1)							
Part Number	Sr No.	Inlet Supply Press (kPa)			Outlet Regulated Press (kPa)		
1/122270	641 6 (7-09)	200			200		
		600			600		
		650			602		
		750			602		
		950			602		

3.2.2 Brake Module Trailer Car 2 – S.No.: 48

Check Valve (Brake Module Trailer Car - 2)							
Part Number	Sr No.	Inlet Press (kPa)	Outlet Press (kPa)	Outlet Valve (Input Press) (kPa)	Inlet Valve (Output Press) (kPa)	Min Opening Pressure (kPa)	Comments
1/118190	4207 (11-09)	200	186	200	0	16.2	
		500	486	500	0		
		750	735	750	0		
		950	934	950	0		
Check Valve Brake Module (Trailer Car - 2)							
Part Number	Sr No.	Inlet Press (kPa)	Outlet Press (kPa)	Outlet Valve (Input Press) (kPa)	Inlet Valve (Output Press) (kPa)	Min Opening Pressure (kPa)	Comments
1/118190	4188 (11-09)	200	186	200	0	15	
		500	485	500	0		
		750	735	750	0		
		950	935	950	0		
Emergency Application Valve (Brake Module Trailer Car - 2)							
Part Number	Sr No.	Step			Expected Result	Noted Result	
1/431169	87 (12-09)	Energise/De-energize Coil 3 times			✓	✓	
		Energize the Coil, Open Cock 'R' set at 500 kPa ±10 kPa and check Pressure at 'M' = 500 kPa ±10 kPa (Wait for 5 minutes to settle)			M = 500 kPa ±10 kPa	508	
		After 10 minutes, check for any pressure drop (0-5 kPa)			M = 500 kPa ±10 kPa 0- 5 kPa	508 (0 kPa Drop)	
		De-Energize the Coil, Pressure at 'S' = 0 kPa			S = 0 kPa	0	
Pressure Reducing Valve (Brake Module Trailer Car - 2)							
Part Number	Sr No.	Inlet Supply Press (kPa)			Outlet Regulated Press (kPa)		
1/122270	654 6 (10-09)	200			200		
		600			600		
		650			601		
		750			601		
		950			601		

3.2.3 Brake Module Trailer Car 3 – S.No.: 44

Check Valve (Brake Module Trailer Car - 3)							
Part Number	Sr No.	Inlet Press (kPa)	Outlet Press (kPa)	Outlet Valve (Input Press) (kPa)	Inlet Valve (Output Press) (kPa)	Min Opening Pressure (kPa)	Comments
1/118190	4180 (11-09)	200	189	200	0	17.6	
		500	489	500	0		
		750	737	750	0		
		950	936	950	0		
Check Valve (Brake Module Trailer Car - 3)							
Part Number	Sr No.	Inlet Press (kPa)	Outlet Press (kPa)	Outlet Valve (Input Press) (kPa)	Inlet Valve (Output Press) (kPa)	Min Opening Pressure (kPa)	Comments
1/118190	4206 (11-09)	200	182	200	0	14.5	
		500	482	500	0		
		750	731	750	0		
		950	931	950	0		
Emergency Application Valve (Brake Module Trailer Car - 3)							
Part Number	Sr No.	Step			Expected Result	Noted Result	
1/431169	92 (12-09)	Energise/De-energize Coil 3 times			✓	✓	
		Energize the Coil, Open Cock 'R' set at 500 kPa ±10 kPa and check Pressure at 'M' = 500 kPa ±10 kPa (Wait for 5 minutes to settle)			M = 500 kPa ±10 kPa	507	
		After 10 minutes, check for any pressure drop (0-5 kPa)			M = 500 kPa ±10 kPa 0- 5 kPa	506 (1 kPa Drop)	
		De-Energize the Coil, Pressure at 'S' = 0 kPa			S = 0 kPa	0	
Pressure Reducing Valve (Brake Module Trailer Car - 3)							
Part Number	Sr No.	Inlet Supply Press (kPa)		Outlet Regulated Press (kPa)			
1/122270	656 (10-09)	200		200			
		600		600			
		650		600			
		750		600			
		950		600			

3.2.4 Brake Module Motor Car 1 – S.No.: 35

Check Valve (Brake Module Motor Car - 1)							
Part Number	Sr No.	Inlet Press (kPa)	Outlet Press (kPa)	Outlet Valve (Input Press) (kPa)	Inlet Valve (Output Press) (kPa)	Min Opening Pressure (kPa)	Comments
	4163 (9-09)	200	183	200	0	18.6	
		500	483	500	0		
		750	733	750	0		
		950	933	950	0		
Check Valve (Brake Module Motor Car - 1)							
Part Number	Sr No.	Inlet Press (kPa)	Outlet Press (kPa)	Outlet Valve (Input Press) (kPa)	Inlet Valve (Output Press) (kPa)	Min Opening Pressure (kPa)	Comments
	4164 (9-09)	200	199	200	0	1.3	
		500	499	500	0		
		750	747	750	0		
		950	949	950	0		
Emergency Application Valve (Brake Module Motor Car - 1)							
Part Number	Sr No.	Step				Expected Result	Noted Result
1/431169	82 (10-09)	Energise/De-energize Coil 3 times				✓	✓
		Energize the Coil, Open Cock 'R' set at 500 kPa ±10 kPa and check Pressure at 'M' = 500 kPa ±10 kPa (Wait for 5 minutes to settle)				M = 500 kPa ±10 kPa	507
		After 10 minutes, check for any pressure drop (0-5 kPa)				M = 500 kPa ±10 kPa 0- 5 kPa	507 (0 kPa Drop)
		De-Energize the Coil, Pressure at 'S' = 0 kPa				S = 0 kPa	0

3.3 Strip Down – Check Valves

Strip down of the Check Valves was undertaken whereby the Check Valves were examined and noted as per the below Figures 4 to 11:

3.3.1 Check Valve: NP: 3972



Figure 4 – Depicting Strip Down of Check Valve – NP: 3972

3.3.2 Check Valve: NP: 4001



Figure 5 – Depicting Strip Down of Check Valve – NP: 4001

3.3.3 Check Valve: NP: 4207

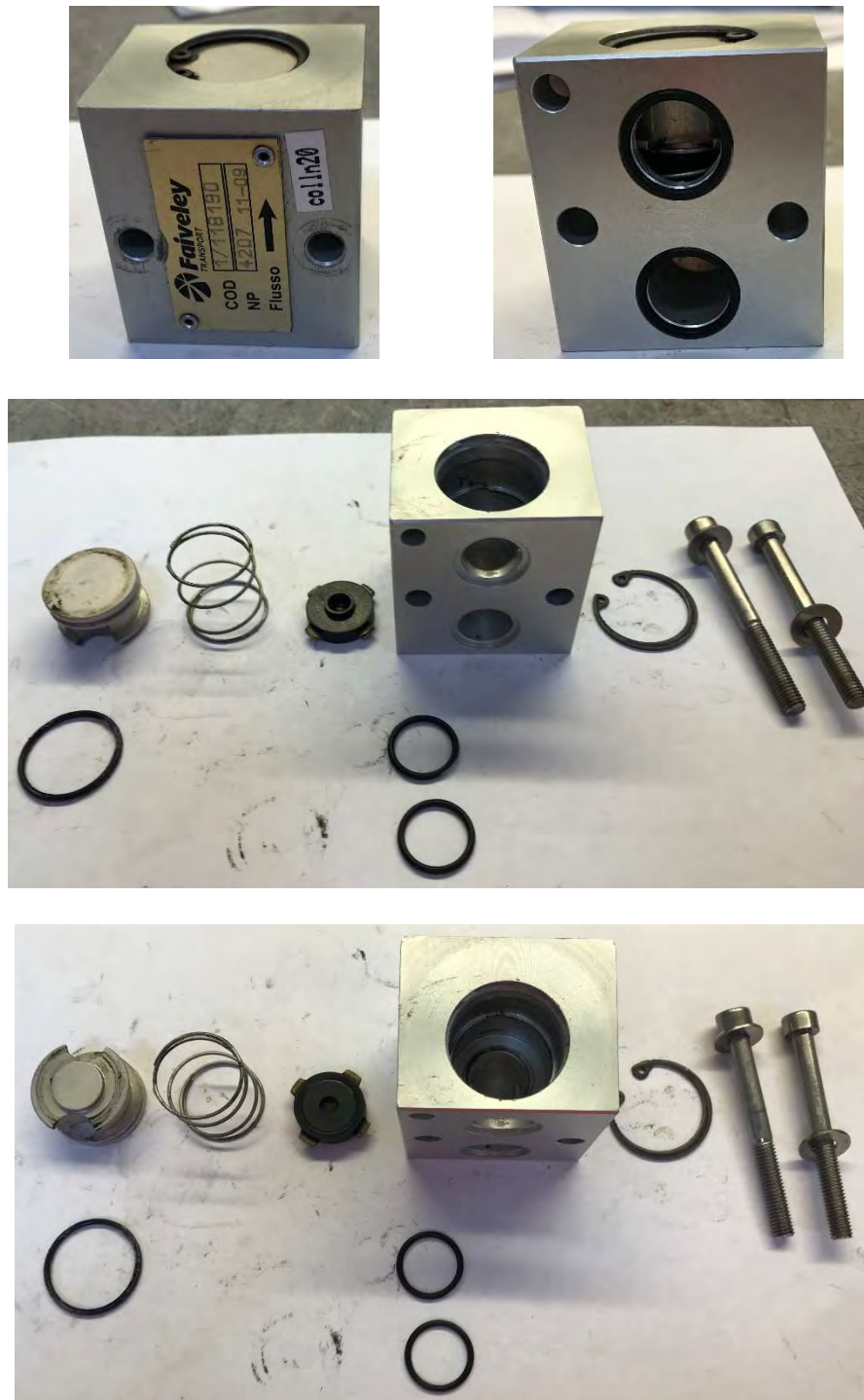


Figure 6 – Depicting Strip Down of Check Valve – NP: 4207

3.3.4 Check Valve: NP: 4188

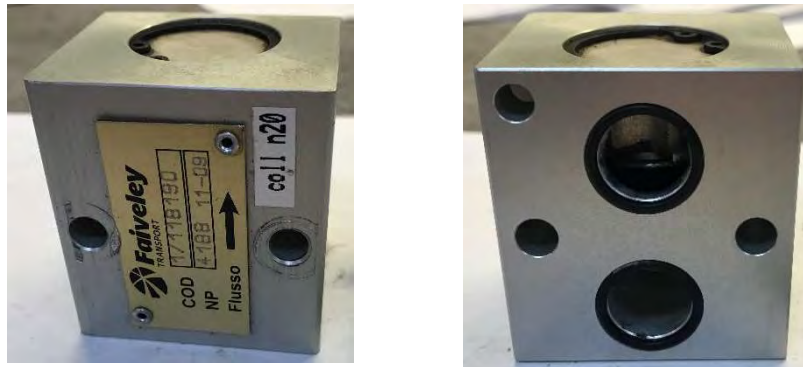


Figure 7 – Depicting Strip Down of Check Valve – NP: 4188

3.3.5 Check Valve: NP: 4180



Figure 8 – Depicting Strip Down of Check Valve – NP: 4180

3.3.6 Check Valve: NP: 4206



Figure 9 – Depicting Strip Down of Check Valve – NP: 4206

3.3.7 Check Valve: NP: 4163

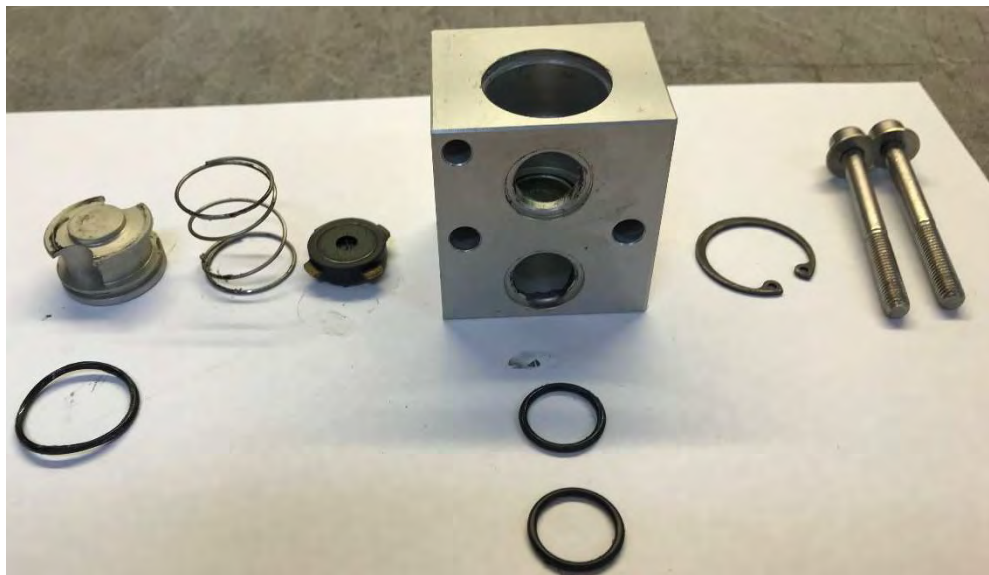


Figure 10 – Depicting Strip Down of Check Valve – NP: 4163

3.3.8 Check Valve: NP: 4164

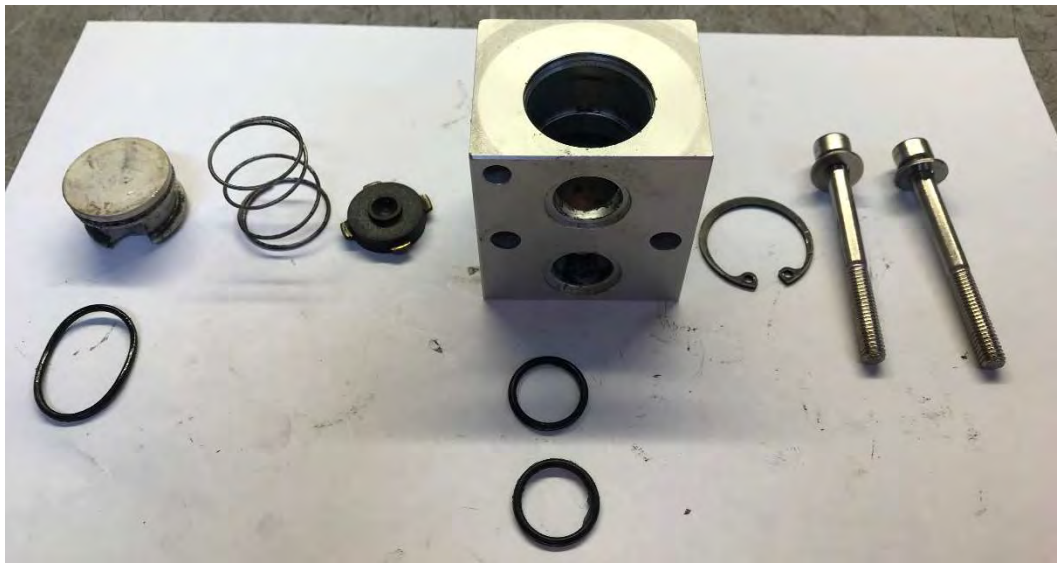
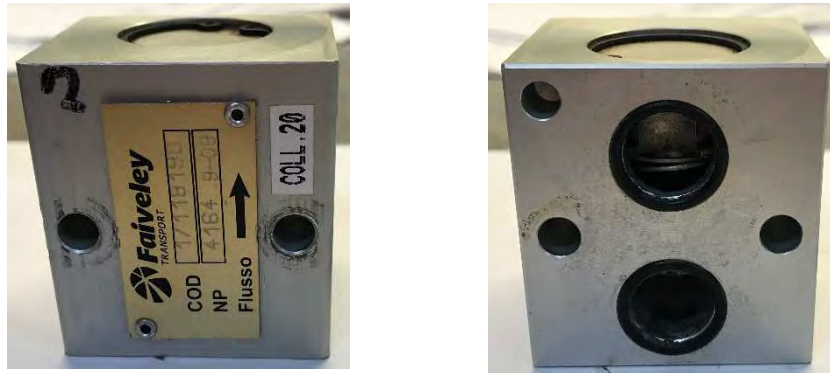


Figure 11 – Depicting Strip Down of Check Valve – NP: 4164

3.4 Strip Down – Emergency Application Valves

Strip down of the Emergency Application Valves was undertaken whereby the Emergency Application Valves were examined and noted as per the below Figures 12 to 15:

3.4.1 Emergency Application Valve: S/N: 57



Figure 12 – Depicting Strip Down of Emergency Application Valve – SN: 57

3.4.2 Emergency Application Valve: S/N: 87



Figure 13 – Depicting Strip Down of Emergency Application Valve – SN: 87

3.4.3 Emergency Application Valve: S/N: 92



Figure 14 – Depicting Strip Down of Emergency Application Valve – SN: 92

3.4.4 Emergency Application Valve: S/N: 82



Figure 15 – Depicting Strip Down of Emergency Application Valve – SN: 82

3.5 Strip Down – Pressure Reducing Valves

Strip down of the Pressure Reducing Valves was undertaken whereby the Pressure Reducing Valves were examined and noted as per the below Figures 16 to 18:

3.5.1 Pressure Reducing Valve: S/N: 641

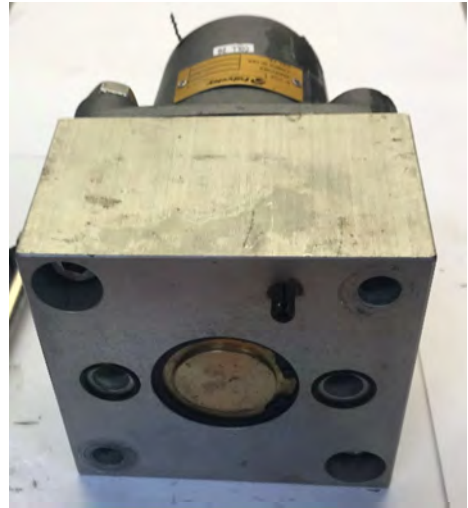


Figure 16 – Depicting Strip Down of Pressure Reducing Valve – SN: 641

3.5.2 Pressure Reducing Valve: S/N: 654



Figure 17 – Depicting Strip Down of Pressure Reducing Valve – SN: 654

3.5.3 Pressure Reducing Valve: S/N: 656



Figure 18 – Depicting Strip Down of Pressure Reducing Valve – SN: 656

3.6 Post Strip Down Observations

- a) In review of Figures 4 to 11, there is no visible damage or anything unusual found on all examined Check Valves. This is apart from visible evidence of normal operational wear and tear with minor contamination. As shown in Figure 19 below, an observation of indentation markings on sub component, "Valve Complete" was noted for all Check Valves. This did not seem to impair the function of the Check Valves.



Figure 19 – Depicting Indentation Markings of ‘Valve Complete’

- b) In review of Figures 12 to 15, there is no visible damage or anything unusual found on all examined Emergency Application Valves. This is apart from visible evidence of normal operational wear and tear with minor contamination. Although an observation of indentation markings was noted for all Emergency Application Valve sub-component as shown below in Figure 20. This did not seem to impair the function of the Emergency Application Valves.



Figure 20 – Depicting Indentation Markings

- c) In review of Figures 16 to 18, there is no visible damage or anything unusual found on all examined Pressure Reducing Valves. This is apart from visible evidence of normal operational wear and tear. Although, an observation of indentation markings was noted for all Pressure Reducing Valve sub-component as shown below in Figure 21. Also noted was contamination found, as shown in Figure 22. This did not seem to impair the function of the Pressure Reducing Valves.

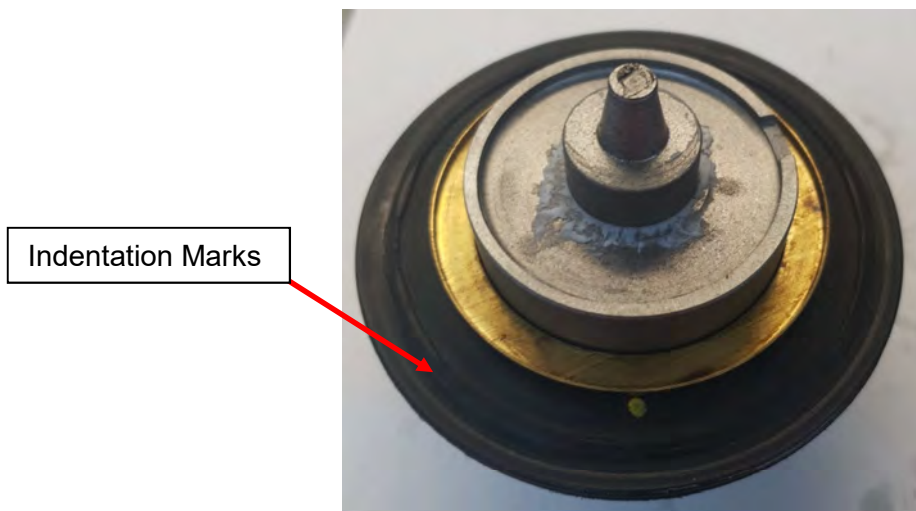


Figure 21 – Depicting Indentation Markings

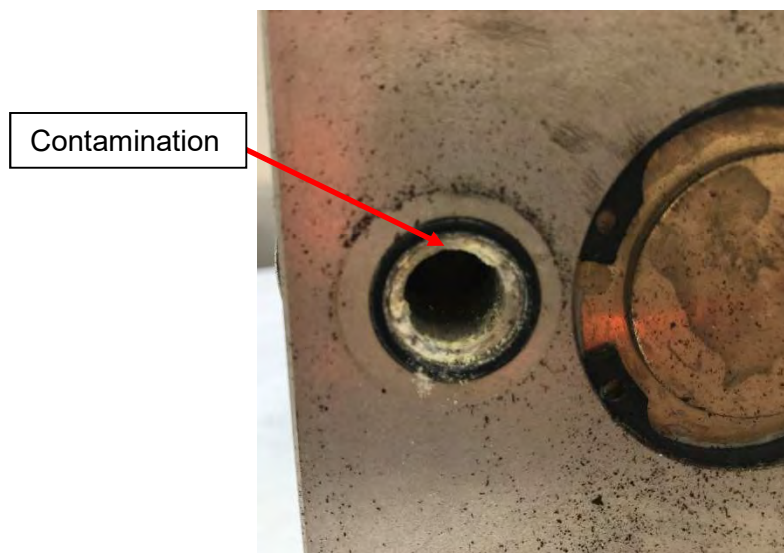


Figure 22 – Depicting Contamination

/// 4. COMMENTS and CONCLUSIONS

The following summarises the main observations for the 3 types of valves noted in this report:

Check Valves:

- The Check Valves functioned correctly and no Leaks or functional anomalies were noted.
- Considering the service period since introduction, the internals of the valves were visually found to be in a clean and reasonably good operating condition.

Emergency Application Valves:

- The Emergency Application Valves functioned correctly and no Leaks or functional anomalies were noted.
- Considering the service period since introduction, the internals of the valves were visually found to be in a clean and reasonably good operating condition.
- Indentation markings on sub-component was noted.

Pressure Reducing Valves:

- The Pressure Reducing Valves functioned correctly and regulated the required pressure very closely.
- No Leaks or functional anomalies were noted.
- Considering the service period since introduction, the internals of the valves have slight indications of possible dirt ingress with normal wear and tear.
- Indentation markings on sub-component was noted.
- Contamination was noted.

Considering the service/operational age of the components, described inspection and testing of the valves did not show any significant functional degradation. The internal components were also visually found to be in reasonably good condition.

/// 5. RECOMMENDATIONS

Based on the observations noted in this report, these valves functioned correctly and there were no signs of significant degradation and therefore these valves should continue to operate.

It is recommended that during the vehicle routine maintenance activities, as a precaution, closer attention should be paid for leaks or other deviations to the normal functions of the equipment to determine if this may indicate a rise in the functional degradation due to extended operational period.

It must be noted although the valves examined in this report did not show any significant degradation considering their introduction in 2011 and they should continue to operate, rubber and other components (i.e. diaphragms, springs, seals etc) can wear/degrade over time and must be suitably replaced by carrying out a major overhaul of the components.

Risk No.	Risk Title	Category	Description of Risk / Hazard	Cause	Consequences	Existing Design Controls on Matangi Vehicles (To mitigate or eliminate Consequences, F)	Adequacy of Controls	Likelihood (After accounting for built-in control measures, G)	Consequence (After accounting for built-in control measures, G)	Current Risk Rating	Risk Treatment Options	New controls / Treatment Option and Plan	Residual Likelihood	Residual Consequence	Residual Risk Rating
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
HR01	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	R-relay valve stuck in closed position	Mechanical failure	No EP or Auto brake pressureEP; Auto Brakes do not apply on 1 bogie. Loss of brakes on one bogie	Faulty equipment can be isolated.; The Brake Control System is on a per bogie basis. The loss of braking effort on 1 bogie is tolerable on EM braking. Major fault of IRV will be monitored by BCU WSP system prevents undue braking effort	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR02	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	R-relay valve stuck in filling position	Mechanical failure	Full brake pressure; Undue pressure to the brakes of one bogie; Loss of brakes on one bogie; Delays with isolation of bogie; Undue and undetected brake application without locked axle - Smoke or Fire Undue and undetected brake application with locked axle - Excessive dynamic movement (Derailment - in worst case scenario)	WSP will act to release excessive BCP using Dump Valves K3; BC Pressures visible to driver from gauge (leading car) also via TMS; ED Brake still available, other bogies still function normally	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR03	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	R-relay valve stuck in exhaust position	Mechanical failure	No EP or Auto brake pressureEP; Auto Brakes do not apply on 1 bogie	Faulty equipment can be isolated.; The Brake Control System is on a per bogie basis. The loss of braking effort on 1 bogie is tolerable on EM braking Major fault of IRV will be monitored by BCU	Adequate	1	3	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	3	Low
HR04	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	Set point drifting of R relay valve	Fatigue	Pressure slightly higher / lower than required; Slight under / over braking on 1 bogie.	WSP prevents wheel damage	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR05	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	EVF (Application) valve stuck energized	Electrical / mechanical failure	Brake supply pressure always applied at the entrance of the EVS (Release) valve	The EVS valve can still hold and release of the EP brake on the relative bogie.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR06	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	EVF valve stuck de-energized	Electrical / mechanical failure	No pressure applied at the entrance of the EVS valve; EP Brakes do not apply on one bogie; Loss of service brake for one bogie;	The Brake Control System is on a per bogie basis. The brakes on the unit are still available in Automatic brake mode and for EM braking	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR07	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	EVS valve stuck energized	Electrical / mechanical failure	Air retained in EP control of the brake; Relay valve pilot chamber always pressurized. Impossible to release brakes after a braking action; Delay to isolate the bogie; Undue and undetected brake application without locked axle - Smoke or Fire Undue and undetected brake application with locked axle - Excessive dynamic movement (Derailment - in worst case scenario)	Faulty equipment can be isolated.; The Brake Control System is on a per bogie basis; The loss of braking effort on 1 bogie is tolerable on EM braking; Major fault of IRV will be monitored by BCU; WSP system prevents undue braking effort	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR08	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	EVS valve stuck de-energized	Electrical / mechanical failure	No air to EP Brake control system; EP Brakes do not apply on one bogie; Loss of service brake for one bogie	Faulty equipment can be isolated. The Brake Control System is on a per bogie basis. The brakes on the unit are still available in Automatic brake mode and for EM braking	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR09	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	MGD reducing valve stuck in open position	Mechanical failure	Higher output pressure; Possible fatigue of the EVF / EVS valves	Faulty equipment can be isolated.; The Brake Control System is on a per bogie basis.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR10	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	MGD reducing valve stuck in closed position	Mechanical failure	No air to EP Brake control system; EP Brakes do not apply on one bogie	Faulty equipment can be isolated.; The Brake Control System is on a per bogie basis. The brakes on the unit are still available in Automatic brake mode and for EM braking Major fault of IRV will be monitored by BCU	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR11	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	MGD reducing valve stuck in exhaust position	Mechanical failure	No air to EP Brake control system; EP Brakes do not apply on one bogie	Faulty equipment can be isolated.; The Brake Control System is on a per bogie basis; The brakes on the unit are still available in Automatic brake mode and for EM braking; Major fault of IRV will be monitored by BCU	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR12	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	set point drifting of MGD reducing valve	Fatigue	Slight under / over alimentation of EVF / EVS valves	The Brake Control System is on a per bogie basis.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR13	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	No / wrong indication of TA pressure transducer	Electrical failure	No feedback of brake supply pressure; BCU detects fault and isolates the IRV in EP brake mode; Loss of EP brake on one bogie	Faulty equipment can be isolated.; The Brake Control System is on a per bogie basis; The brakes on the unit are still available in Automatic brake mode and for EM braking; Major fault of IRV will be monitored by BCU	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low

Risk No.	Risk Title	Category	Description of Risk / Hazard	Cause	Consequences	Existing Design Controls on Matangi Vehicles (To mitigate or eliminate Consequences, F)	Adequacy of Controls	Likelihood (After accounting for built-in control measures, G)	Consequence (After accounting for built-in control measures, G)	Current Risk Rating	Risk Treatment Options	New controls / Treatment Option and Plan	Residual Likelihood	Residual Consequence	Residual Risk Rating
HR14	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	Drifting of TA pressure transducer	Miscalibration	Incorrect feedback of brake supply pressure	Faulty equipment can be isolated; The Brake Control System is on a per bogie basis; The brakes on the unit are still available in Automatic brake mode and for EM braking; Major fault of IRV will be monitored by BCU	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR15	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	No / wrong indication of Tpil pressure transducer	Electrical failure	No feedback of EP brake request to the R relay valve; BCU detects fault and isolates the IRV in EP brake mode; Loss of EP brake on one bogie	Faulty equipment can be isolated; The Brake Control System is on a per bogie basis; The brakes on the unit are still available in Automatic brake mode and for EM braking; Major fault of IRV will be monitored by BCU	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR16	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	Drifting of Tpil pressure transducer	Miscalibration	Incorrect feedback of EP brake request to the R relay valve; Slight under / over braking on 1 bogie	Faulty equipment can be isolated; The Brake Control System is on a per bogie basis; Major fault of IRV will be monitored by BCU; WSP system prevents wheel flattening	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR17	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	No / wrong indication of TLP pressure transducer	Electrical failure	No feedback of suspension pressure; BCU detects fault and uses Crush Load value instead of pressure information	The Brake Control System is on a per bogie basis; Major fault of IRV will be monitored by BCU; WSP system prevents wheel flattening	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR18	Integrated Relay Valve (C.20.2.1 and C20.2.2)	Operational	Drifting of TLP pressure transducer	Miscalibration	Incorrect feedback of suspension pressure; Slight under / over braking on 1 bogie	The Brake Control System is on a per bogie basis; Major fault of IRV will be monitored by BCU; WSP system prevents wheel flattening	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR19	Pressure Regulator (E4)	Operational	Stuck in closed position	Mechanical failure	No air flow to Trailer car park brake cylinders; Impossible to applicate / release parking brake on 1 car; Set unable to enter service	Manual release available Multiple brake stations - redundancy	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR20	Pressure Regulator (E4)	Operational	Stuck in open position	Mechanical failure	Overpressure; Reduced life for equipment downstream	Pressure gauge [E8] allow to check parking brake pipe pressure	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR21	Pressure Regulator (E4)	Operational	Stuck in exhaust position	Mechanical failure	Undue venting of the pipe towards the valve [E1]; undue parking brake application on one car; Withdrawal/set unable to enter service	Manual release available Pressure switches [E3] communicate the status of the parking brakes	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR22	Pressure Regulator (E4)	Operational	Set drift too high	Fatigue	Slight overpressure; Potential reduced life of equipment downstream	Pressure gauge [E8] allow to check parking brake pipe pressure	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR23	Pressure Regulator (E4)	Operational	Set drift too low	Fatigue	Incorrect subsystem airpressure; Park brake may not fully release, dragging brakes; Delay to isolate parking brakes; Undue and undetected brake application without locked axle - Smoke or Fire Undue and undetected brake application with locked axle - Excessive dynamic movement (Derailment in worst case scenario)	Manual release available Multiple brake stations - redundancy	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR24	NJMR - Spring Reference Distributor (C43)	Operational	Output lower than requested	Mechanical failure	Low signal pressure to IRV; Underbraking on 1 vehicle in Auto brake	Redundancy in brake control Redundancy in EM brake command execution During braking required through the aripilot [C41] the BC gauge [C26] indicates to the driver that there is not the expected pressure in the brake cylinders.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR25	NJMR - Spring Reference Distributor (C43)	Operational	No output	Mechanical failure	No signal pressure to IRV; No braking on 1 vehicle in Auto brake; Loss of emergency brake	Redundancy in brake control Redundancy in EM brake command execution During braking required through the aripilot [C41] the BC gauge [C26] indicates to the driver that there is not the expected pressure in the brake cylinders.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR26	NJMR - Spring Reference Distributor (C43)	Operational	Constant output	Mechanical failure	Constant signal pressure to IRV; Undue braking on 1 vehicle; Withdrawal / set unable to enter service	LPP valve [C48] limits maximum pressure BC gauge [C26] indicates to the driver that there is an undue pressure in brake cylinders	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR27	NJMR - Spring Reference Distributor (C43)	Operational	Output higher than requested	Mechanical failure	High signal pressure to IRV; Overbraking / undue braking on 1 vehicle; Risk of overheating of brake components; Withdrawal / set unable to enter service; Undue and undetected brake application without locked axle - Smoke or Fire Undue and undetected brake application with locked axle - Excessive dynamic movement (Derailment - in worst case scenario)	LPP valve [C48] limits maximum pressure BC gauge [C26] indicates to the driver that there is an undue pressure in brake cylinders	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR28	NJMR - Spring Reference Distributor (C43)	Operational	Incorrect timing	Mechanical failure	Fast or slow signal pressure change to IRV; Brake timings out of specification on 1 vehicle in Auto brake; Loss of emergency brake	Well proven design	Adequate	2	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	2	1	Low

Risk No.	Risk Title	Category	Description of Risk / Hazard	Cause	Consequences	Existing Design Controls on Matangi Vehicles (To mitigate or eliminate Consequences, F)	Adequacy of Controls	Likelihood (After accounting for built-in control measures, G)	Consequence (After accounting for built-in control measures, G)	Current Risk Rating	Risk Treatment Options	New controls / Treatment Option and Plan	Residual Likelihood	Residual Consequence	Residual Risk Rating
HR29	LPP (C48.1 and C48.2)	Operational	Stuck closed	Mechanical failure	No auto brake air input to IRV; Auto Brakes do not apply on 1 bogie; Undue and undetected brake application without locked axle - Smoke or Fire Undue and undetected brake application with locked axle - Excessive dynamic movement (Derailment - in worst case scenario) Loss of emergency brake	Redundancy in brake control The Brake Control System is on a per bogie basis.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR30	LPP (C48.1 and C48.2)	Operational	Stuck open	Mechanical failure	No load compensation of NJMR pressure to IRV; Slight overbraking on one bogie in auto brake	Redundancy in brake control. WSP avoids wheel flattening	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR31	LPP (C48.1 and C48.2)	Operational	Stuck in exhaust position	Mechanical failure	Undue venting of the pipe to IRV; Auto Brakes do not apply on 1 bogie; Loss of emergency brake	Redundancy in brake control The Brake Control System is on a per bogie basis.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR32	LPP (C48.1 and C48.2)	Operational	Set drift to high	Fatigue	Air to IRV at higher pressure than required; Slight overbraking on one bogie in auto brake	Redundancy in brake control. WSP avoids wheel flattening	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR33	LPP (C48.1 and C48.2)	Operational	Set drift to low	Fatigue	Air to IRV at lower pressure than required; Slight underbraking on one bogie in auto brake	Redundancy in brake control The Brake Control System is on a per bogie basis.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR34	LPP (C48.1 and C48.2)	Operational	Minor Leakages	Damaged Seals	Minor local leakage of compressed air	AGTU compensates minor leakages	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR35	Emergency Valve (C44)	Operational	EP Valve fail closed	electromechanical failure	Air retained in EM system; No pneumatic EM brake application; Set unable to enter service	Well proven design Safety Loop interruption will be notified to driver Redundancy in EM brake request	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR36	Emergency Valve (C44)	Operational	Exhaust valve Fail - closed	electromechanical failure	Will not exhaust; No pneumatic EM brake application; Set unable to enter service	Well proven design Safety Loop interruption will be notified to driver Redundancy in EM brake activation	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR37	Emergency Valve (C44)	Operational	EP Valve fail open / loss of power	electromechanical failure	Air loss from Exhaust valve; Undue EM Brake request; Withdrawal	Can close cock C42 to allow BP to charge, under defined conditions. Well proven design	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR38	Emergency Valve (C44)	Operational	Exhaust Valve Fail - open	electromechanical failure	Brake Pipe exhausts; Undue EM Brake request; Withdrawal	Can close cock C42 to allow BP to charge, under defined conditions. Well proven design	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR39	Emergency Valve (C44)	Operational	Leakages	Seal damaging	Minor local leakage of compressed air	AGTU compensates minor leakages	Adequate	3	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	3	1	Low
HR40	Emergency Valve (C44)	Operational	Leakages	Fatigue Failure of SRS's Reverse Engineered Parts	(Taking the most safety critical consequence among all failure modes) Withdrawal	Well proven design Safety Loop interruption will be notified to driver Redundancy in EM brake activation A functional testing will be done for 100 applications followed by an endurance testing for 6 months on Matangi under operation	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR41	Check Valves (C15.2/01 and C15.2/02)	Operational	Internal leakage	Mechanical failure	Allow back flow of air into the MR pipe	Other check valves provide protection against air loss	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR42	Check Valves (C15.2/01 and C15.2/02)	Operational	Leakages	Seal damaging	Minor local leakage of compressed air	AGTU compensates minor leakages	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR43	Check Valves (C20.6.2/01 and C20.6.2/02)	Operational	Internal leakage	Mechanical failure	Allow back flow of air from MR pipe into BP; Possible release of Auto brake application	Redundancy in brake control Cocks C14, C35 allow isolation Chokes C15.3 and C20.6.2 reduce air flow.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR44	Check Valves (C20.6.2/01 and C20.6.2/02)	Operational	Leakages	Seal damaging	Minor local leakage of compressed air	AGTU compensates minor leakages	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR45	Check Valves	Operational	Leakages	Fatigue Failure of SRS's Reverse Engineered Parts	(Taking the most safety critical consequence among all failure modes) Allow back flow of air from MR pipe into BP; Possible release of Auto brake application	Redundancy in brake control Cocks C14, C35 allow isolation Chokes C15.3 and C20.6.2 reduce air flow. A functional testing will be done for 100 applications followed by an endurance testing for 6 months on Matangi under operation	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR50	Pressure Switch ACG (B4)	Operational	Contacts fail closed	Electro / mechanical failure	Compressor runs continuously; Excess air usage although will be discharged from safety valve; Compressor may provide overpressure to pneumatic system - Airbag might be burst	Safety valve will vent excessive pressure to prevent an overpressure situation.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low
HR51	Pressure Switch ACG (B4)	Operational	Contacts fail open	Electro / mechanical failure	Compressor switches off.; Loss of alimantation of MR pipe; Withdrawal / set unable to enter service	MR pipe pressure can be read through gauge (C25); Protected air supply for air brake equipment, with capacity for at least 3 stops after loss of compressor; If MR pressure drop to predetermined pressure, MR Governor will detect - emergency brake can be automatically applied	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low

Risk No.	Risk Title	Category	Description of Risk / Hazard	Cause	Consequences	Existing Design Controls on Matangi Vehicles (To mitigate or eliminate Consequences, F)	Adequacy of Controls	Likelihood (After accounting for built-in control measures, G)	Consequence (After accounting for built-in control measures, G)	Current Risk Rating	Risk Treatment Options	New controls / Treatment Option and Plan	Residual Likelihood	Residual Consequence	Residual Risk Rating
HR52	Pressure Switch ACG (B4)	Operational	All failure modes associated with highest consequence rating.	Fatigue Failure of SRS's Reverse Engineered Parts	(Taking the most safety critical consequence among all failure modes) Compressor runs continuously; Excess air usage although will be discharged from safety valve; Compressor may provide overpressure to pneumatic system - Airbag might be burst	Safety valve will vent excessive pressure to prevent an overpressure situation. No components from Pressure Switch assembly were required to undergo endurance testing as the parts were identified as commercially available or conforming to a known standard.	Adequate	1	1	Low	Accept	Existing built-in system control measures and preventive maintenance inspections adequate to mitigate any potential risk which may arise due to extension of overhaul period	1	1	Low

Hyundai Rotem Company
 (702110)-2019-06-10 09:15:20

JunSuk Park
Manager/O&M Business Team
Hyundai Rotem
EMU Depot, 154 Thorndon Quay,
Wellington, New Zealand.6011

23rd May 2019

Subject: Revision of overhaul interval of Brake Frame Module – Matangi Fleet

Dear Alex,

FT have been requested by HRC to extend the overhaul period of the Brake Frame Module from 6 years to 9 years. The first Matangi EMU train sets entered service circa 2011.

FT were recently engaged by HRC to conduct conditional assessments on components fitted to the brake modules. The findings of the assessments were reported to HRC in FT reports FTAU01066-000-E06TER and FTAU01066-000-E07TER. These reports were sent to HRC.

Considering the service/operational age of the components, the inspection and testing of the valves did not show any significant functional degradation. The internal components were also found to be in reasonably good condition.

It can be noted that the valves examined in this report did not show any significant degradation considering their introduction in 2011 and they should continue to operate until the requested 9 year period.

However, rubber and other components (i.e. diaphragms, springs, seals, solenoid valves, etc) can wear/degrade over time and must be suitably replaced by carrying out a major overhaul of the components during the 9 year period.

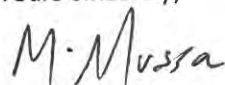
The brake module performs a safety critical function. Considering that HRC have replaced a number of components on some brake modules and based on the findings of the assessment reports FT agree that an extension may be considered with additional operational controls in place.

These additional controls should include:

- Regular inspections for the correct brake cylinder pressures in service and emergency conditions for both EP and Auto brake modes (which is understood to be carried out during regular maintenance activities).
- Possible addition of a more stringent regular leakage check maintenance tasks every 6 months
- Ongoing checks for component failure trends.

If there is a significant increase on the number of component failure, the overhaul programme may need to be brought forward. FT also recommends that a further condition assessment is conducted at the 6 year period following the first overhaul.

Yours sincerely,



Munaf Mussa
Engineering Manager
Faiveley Transport Australia Ltd

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Reference Information					
Subject	Change required Gangway Bellow as conditional replacement on C3 check			Priority	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C
Change Type	Document-only Change (No ECP)	<input type="checkbox"/> Trial?			
ECP No.	ECP-M-199	Rev. No.	1	Submission Date	19/02/2019
ECR No.	ECR-M-771	Rev. No.	1	Submission Date	19/02/2019
Origin	Other	Reference			
Submitter	BY Han				
Assets affected	<input checked="" type="checkbox"/> M1	<input type="checkbox"/> M2	<input type="checkbox"/> SW	<input type="checkbox"/> SE	<input type="checkbox"/> AG
	<input checked="" type="checkbox"/> Maintenance Documents		<input type="checkbox"/> Depot Plant and Equipment		

Change Description

Reason for Change	Description	<p>Hubner provide condition assessment to HRW. In the condition assessment has comments in below;</p> <ol style="list-style-type: none"> 1. The outer bellows: overall condition is good. No serious defects has been found on corrugations and sewing joints. Floor section of the outer bellow has tight sediments of abrasive brake system dust and the bellow is overall in the need of cleaning. Slightly corrosions have been found at the screw on frames. 2. Inspection of corrosion at the Gangways screw on frame: All inspected gangways spotty affected areas of corrosion has been found at the screw on frame. The corrosion on the roof area of the gangway was worse than the sides, but still very limited. No sealant to protect the screw on frame and car front wall against water-retention has been found. The ceiling area of the screw on frame was the most corroded. The sides did not show too much corrosion but only half way down the gangway. The water has been sitting between the screw on frame and car body. 3. Inner bellow Condition: overall condition is excellent. No serious defects has been found on corrugations and sewing joints. Some floor coverings having an issue with the AL profile. Not severe. <p>The Gangways are in excellent condition except some corrosion at the screw on frame and bellow frame. Gangways don't require 9 years overhaul according the situation of the current condition.</p> <p>HRW propose that Gangway bellow will replace, if it is failed inspection according to 4.2 Repair of Gangway in manual under C3 check. Otherwise we will repair the gangway with paint work and clean the outer bellow during C3 check.</p> <p>For conditional replacement of Gangway bellow. This ECP is confined C3 Scope.</p>
	Category	<input type="checkbox"/> Customer Requirement <input type="checkbox"/> Operator Requirement <input type="checkbox"/> Network Requirement <input type="checkbox"/> Design Change <input type="checkbox"/> Process Improvement <input checked="" type="checkbox"/> Maintenance Optimisation <input type="checkbox"/> Material Change <input type="checkbox"/> Supplier Change <input type="checkbox"/> Obsolescence Management
Reference Documents (Reports, Standards, Previous ECP's, Investigations, etc)	<ol style="list-style-type: none"> 1. ECPSS ECP(F)-M-199-10, Change required Gangway Bellow as conditional replacement on C3 check 2. Gangway condition assessment by Hubner 3. M93110-3 Part B Chapter 14.2 Gangway <ol style="list-style-type: none"> 1. Maintenance Activities Star Chart 	

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Approved by:	SungHo Alex KIM		
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Change Impacts				ECR Close
Cost Impact	<input type="checkbox"/> No cost <input checked="" type="checkbox"/> Maintainer cost <input type="checkbox"/> Operator cost <input checked="" type="checkbox"/> GW cost		Value (\$)	[REDACTED]
	Detail/ References: Total amount of cost benefit is [REDACTED] NZD			
Contract Impact	<u>No</u>			
Other impacts	<input type="checkbox"/> Reliability <input type="checkbox"/> Maintainability <input type="checkbox"/> Driver Simulator <input type="checkbox"/> Specification <input type="checkbox"/> Performance <input type="checkbox"/> Software/Escrow			<u>Not completed</u>
	Detail/ References: NA			
Safety Updates	<input type="checkbox"/> FMECA <input type="checkbox"/> Risk Register <input type="checkbox"/> Safety System			<u>Not completed</u>
	Detail/ References: NA			
Human Factors	<input type="checkbox"/> Crew impact <input type="checkbox"/> Passenger Impact <input type="checkbox"/> Maintainer Impact			<u>Not completed</u>
	Detail/ References: None			
Rail vehicles	<input type="checkbox"/> Fleet	Vehicle #		<u>Not completed</u>
Inventory/ Spares	<input type="checkbox"/> Require modification <input type="checkbox"/> Disposal <input type="checkbox"/> Replacement/requisition			<u>Not completed</u>
	Detail/ References: No			
Impacted Documents	Manual	<input type="checkbox"/> Matangi Technical Manual <input type="checkbox"/> Matangi Train Crew Manual <input checked="" type="checkbox"/> Matangi Maintenance Manual <input type="checkbox"/> Matangi Diagnostics and Fault Finding <input type="checkbox"/> Matangi Illustrated Parts Catalogue <input type="checkbox"/> Depot Plant and Equipment Manual <input type="checkbox"/> SW Carriage Manual <input type="checkbox"/> SE Carriage Manual <input checked="" type="checkbox"/> Star Chart <input checked="" type="checkbox"/> Check List		<u>Not completed</u>
		As Built Drawing	<input type="checkbox"/> Matangi <input type="checkbox"/> SW <input type="checkbox"/> SE	

Title: Engineering Change Form		Revision: 1.0	Date: 23/08/2019
Approved by:	SungHo Alex KIM		
UNCONTROLLED WHEN PRINTED			Page: 2/4

Reference Information				
Subject	Change required Gangway Bellow as conditional replacement on C3 check	Priority	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C	
Change Type	Document-only Change (No ECP)	<input type="checkbox"/> Trial?		
ECP No.	ECP-M-199	Rev. No.	1	Submission Date 19/02/2019
ECR No.	ECR-M-771	Rev. No.	1	Submission Date 19/02/2019

Change Authority

Engineering Change Proposal (ECP)			
	Name	Signature	Date
H-Rotem	SungHo Kim		16/Jan/20
TDW	Luke Basilicata		16-1-2020
GWRC	R. Hayward		16-1-2020
Comments:			

Engineering Change Request (ECR)			
	Name	Signature	Date
H-Rotem	SungHo Kim		16/Jan/20
TDW	Luke Basilicata		16-1-2020
GWRC	R. Hayward		16-1-2020
Comments:			

Engineering Change Request (ECR) CLOSURE Check List			
Implementation Completion Confirmation	<input type="checkbox"/> Closed W/O	<input type="checkbox"/> Hard copies of Document changed	<input type="checkbox"/> Soft copies of Document changed
	<input type="checkbox"/> Inventory issued	<input type="checkbox"/> MMIS updated	
	Name	Signature	Date
Confirmed by			
Confirmed by			

Engineering Change Request (ECR) CLOSURE			
	Name	Signature	Date
H-Rotem			
TDW			
GWRC			

Title: Engineering Change Form		Revision: 1.0	Date: 23/08/2019
Approved by:	SungHo Alex KIM		
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ENGINEERING CHANGE FORM



Submission Checklist

	Document-only Change	Change of Supplier only	Hardware Change	Software Change
ALL	Completed Form <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Change Suggestion Form <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ECP	FRACAS Report <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Technical Description/Specification <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Operation and Maintenance Manuals <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	As built drawings <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trial Plan <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ECR	Modification instructions/ FMI <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Fleet Modification Plan <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Inventory Management Plan <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Software Revision History <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Software Release Certificate <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Mandatory
 As Required
 F = Fleet
 T = Trial

Title: Engineering Change Form	Revision: 1.0	Date: 23/08/2019
Approved by: SungHo Alex KIM		
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Reference Information					
Subject	Proposal for Output bearing of driving gear overhaul interval		Priority	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C	
Change Type	Document-only Change (No ECP)	<input type="checkbox"/> Trial?			
ECP No.	ECP(F)-M-212	Rev. No.	1	Submission Date	1/04/2019
ECR No.	ECR-M-778	Rev. No.	1	Submission Date	1/04/2019
Origin	Other	Reference			
Submitter	BY Han				
Assets affected	<input checked="" type="checkbox"/> M1	<input checked="" type="checkbox"/> M2	<input type="checkbox"/> SW	<input type="checkbox"/> SE	<input type="checkbox"/> AG
	<input checked="" type="checkbox"/> Maintenance Documents		<input type="checkbox"/> Depot Plant and Equipment		

Change Description

Reason for Change	Description	Change Description
		<p>Currently, HRW maintenance manuals recommend replacement of output bearings (Tapered Roller Bearings; item 20 in Figure 1 below) of driving gear during C3 overhaul. HRW would like to revise the replacement interval from 9 years (C3) to 12 years (C4) following recommendations from R&D and OEM of Driving Gear (IGW).</p> <p>Background: A presentation was given by R&D to all relevant Metangi stakeholders (HRW, TDW and GWRC) on 08th August 2018 to address problems with pinion bearing of driving gear. There were primarily two recommendations made during said presentation:</p> <ol style="list-style-type: none"> 1. Change of pinion bearings (item 19 in Figure 1) from existing type FAG-MPAX to FAG-HPAX. This change has already been proposed and approved through ECP(F)-M-187-10 Gearbox Bearing Details Change in IPC) 2. Revision of replacement interval of output bearings (aka wheel gear bearing or tapered roller bearing) – as being proposed through this ECP. <p>There are two reasons why revision of replacement interval of output bearings is being proposed:</p> <ol style="list-style-type: none"> 1. Fatigue life of output bearings is much higher (around 3.2 times more) in comparison to pinion bearings (Refer Page 10 of Attachment 4: REDG205594_Damaged bearing in the Gearbox_rev2). 2. OEM recommends replacement of output bearings to be done during 12 yearly overhauls (Refer Page 27 and 32 of Attachment 3: EM00000385_revC)

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Approved by:	SungHo Alex KIM
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	Category	<input type="checkbox"/> Customer Requirement <input type="checkbox"/> Operator Requirement <input type="checkbox"/> Network Requirement <input type="checkbox"/> Design Change <input type="checkbox"/> Process Improvement <input checked="" type="checkbox"/> Maintenance Optimisation <input type="checkbox"/> Material Change <input type="checkbox"/> Supplier Change <input type="checkbox"/> Obsolescence Management		
Reference Documents (Reports, Standards, Previous ECP's, Investigations, etc)		1. ECPSS ECP(F)-M-212-10, Proposal for Output bearing of driving gear overhaul interval 2. M93110-3 Part B Chapter 3 Bogie 3. EM00000385_revC 4. REDG205594_Damaged bearing in the Gearbox_rev2 5. Communication with R&D 6. Output Bearing - Condition Assessment Report		
Change Impacts		ECR Close		
Cost Impact	<input type="checkbox"/> No cost <input checked="" type="checkbox"/> Maintainer cost <input type="checkbox"/> Operator cost <input checked="" type="checkbox"/> GW cost	Value (\$)		
	Detail/ References: Total expected of cost benefit is ██████████ NZD for term of contract.			
Contract Impact	No			
Other impacts	<input type="checkbox"/> Reliability <input type="checkbox"/> Maintainability <input type="checkbox"/> Driver Simulator <input type="checkbox"/> Specification <input type="checkbox"/> Performance <input type="checkbox"/> Software/Escrow	Not completed		
	Detail/ References: NA			
Safety Updates	<input type="checkbox"/> FMECA <input type="checkbox"/> Risk Register <input type="checkbox"/> Safety System	Not completed		
	Detail/ References: NA			
Human Factors	<input type="checkbox"/> Crew impact <input checked="" type="checkbox"/> Passenger impact <input type="checkbox"/> Maintainer Impact	Not completed		
	Detail/ References: None			
Rail vehicles	<input type="checkbox"/> Fleet Vehicle #	Not completed		
Inventory/ Spares	<input type="checkbox"/> Require modification <input type="checkbox"/> Disposal <input type="checkbox"/> Replacement/requisition	Not completed		
	Detail/ References: No			
Impacted Documents	<input type="checkbox"/> Matangi Technical Manual <input type="checkbox"/> Matangi Train Crew Manual <input checked="" type="checkbox"/> Matangi Maintenance Manual <input type="checkbox"/> Matangi Diagnostics and Fault Finding <input type="checkbox"/> Matangi Illustrated Parts Catalogue <input type="checkbox"/> Depot Plant and Equipment Manual <input type="checkbox"/> SW Carriage Manual <input type="checkbox"/> SE Carriage Manual <input checked="" type="checkbox"/> Star Chart <input checked="" type="checkbox"/> Check List	Not completed		
	As Built Drawing			<input type="checkbox"/> Matangi <input type="checkbox"/> SW <input type="checkbox"/> SE

Title: Engineering Change Form	Revision: 1.0	Date: 23/08/2019
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Reference Information				
Subject	Proposal for Output bearing of driving gear overhaul interval	Priority	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C	
Change Type	Document-only Change (No ECP)	<input type="checkbox"/> Trial?		
ECP No.	ECP(F)-M-212	Rev. No.	1	Submission Date 1/04/2019
ECR No.	ECR-M-778	Rev. No.	1	Submission Date 1/04/2019

Change Authority

Engineering Change Proposal (ECP)			
	Name	Signature	Date
H-Rotem	SungHo Kim	<i>[Signature]</i>	16/Jan/20
TDW	Luke Basilicata	<i>[Signature]</i>	16-1-2020
GWRC	R. Hayward.	<i>[Signature]</i>	16-1-2020
Comments:			

Engineering Change Request (ECR)			
	Name	Signature	Date
H-Rotem	SungHo Kim	<i>[Signature]</i>	16/Jan/20.
TDW	Luke Basilicata	<i>[Signature]</i>	16-1-2020
GWRC	R. Hayward.	<i>[Signature]</i>	16-1-2020
Comments:			

Engineering Change Request (ECR) CLOSURE Check List			
Implementation Completion Confirmation	<input type="checkbox"/> Closed W/O <input type="checkbox"/> Hard copies of Document changed <input type="checkbox"/> Soft copies of Document changed <input type="checkbox"/> Inventory issued <input type="checkbox"/> MMIS updated		
	Name	Signature	Date
Confirmed by			
Confirmed by			

Engineering Change Request (ECR) CLOSURE			
	Name	Signature	Date
H-Rotem			
TDW			
GWRC			

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Submission Checklist

	Document-only Change	Change of Supplier only	Hardware Change	Software Change
ALL	Completed Form	●	●	●
	Change Suggestion Form	○	○	○
ECP	FRACAS Report		○	○
	Technical Description/Specification		●	●
ECR	Operation and Maintenance Manuals	●	● F	● F
	As built drawings	○	○ F	
	Trial Plan		● T	● T
	Modification instructions/ FMI		● F	○ F
	Fleet Modification Plan		● F	● F
	Inventory Management Plan	○	● F	○ F
	Software Revision History			● F
	Software Release Certificate			● F

● Mandatory	○ As Required	F = Fleet	T = Trial
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Title: Engineering Change Form	Revision: 1.0	Date: 23/08/2019
Approved by: SungHo Alex KIM		
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ENGINEERING CHANGE REQUEST (Physical Change)

Initiation (Change Requester)		ECR No.: ECR/M/758	
Name: Shishir Tripathi		Company: HRW	Date: 22.11.2019
Engineering Change Details (To be completed by the Change Requester)			
Nature:	Rotem Quality or Design Improvement / GW Customer Requested Variation		
Nature:	Complete Fleet Modification / Trial Modification		
Brief description of change: Revision of BFM Overhaul Interval from C2 (6 Yearly) to C3 (9 Yearly)			
Reason of change: Technical and Commercial Reasons			
Details of change: Overhaul interval of Break Frame Modules to be revised from existing 6 Yearly to 9 Yearly task.			
ECP Approved	<input checked="" type="radio"/> Y / <input type="radio"/> N	ECP No.: ECP(F)-M-235	
Brief Methodology Attached: Y <input checked="" type="radio"/> N			
Post modification Test / Validation Methodology Attached: <input checked="" type="radio"/> Y N			
If Trial, list which Units affected: NA			
Trial Duration (if applicable): NA			
O&M Documentation affected: YES - M93110-3 Part B Chapter 6 Brake System			
O&M Document ECR No (if applicable): Maintenance manual update will need to be supplied in word copy with updated revision record before ECR closure.			
Cost (Total): None		Material: None	Labour:
Change Approval			
Company	Name	Signature	Date
EMU Depot	<i>Singh</i>	<i>[Signature]</i>	26/Nov/2019
R&D (as required)			
Transdev	<i>L. Basilicata</i>	<i>[Signature]</i>	29-11-19
GWRL	<i>R. Hayward</i>	<i>[Signature]</i>	3-12-19

ENGINEERING CHANGE REQUEST (Physical Change)

Change Implementation Completion Confirmation (To be completed by the Change Requester)			
Refer to next page for the following:			
1) Work start date, finish date and Work Order No. of each Unit affected			
2) Date Unit returned to Depot after work completion.			
Schedule for completion of Master Controller Overhaul on Matangi fleet will follow Heavy Maintenance Plan.			
Change acceptance criteria achieved: <input checked="" type="radio"/> Y / NA			
All parts in inventory have been modified: Y / <input checked="" type="radio"/> NA			
All parts in Rotem Warranty store have been modified: Y / <input checked="" type="radio"/> NA			
Change to O&M Documentation completed: Y / NA			
Document change will be completed before closure of this ECR.			
Work order close out date in Maximo:			
Confirmed by (Name):		Signature:	Date:
ECR Close Out			
Company	Name	Signature	Date
EMU Depot			
R&D (as required)			
Transdev			
GWRL			

Dated *18 November* 2022

Rail Partnering Contract for the Greater Wellington Metro Rail Service – PT 0416

Deed of Variation: Snapper on Rail

Wellington Regional Council (**GWRC**)
Greater Wellington Rail Limited (**GWRL**)
and
Transdev Wellington Limited (**Operator**)

Contents

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2. Coming into effect of provisions	4
3. Amendments to the Partnering Contract	4
4. Deed to comprise a Transaction Document.....	4
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Schedule 1 – Definitions and Interpretation

Schedule 2 – Amendments to the Partnering Contract

Attachment One – new Schedule 6 (Financial and Performance Regime)

Attachment Two – new Schedule 13 (IFT Programme)

Attachment Three – new Annexure 6 (Fares, Ticketing and Enforcement Requirements)

Schedule 3 – Guarantor Acknowledgement

Deed of Variation

Parties

- (1) Wellington Regional Council, a public statutory body constituted under the Local Government Act 2002 (**GWRC**);
- (2) Greater Wellington Rail Limited (company number 1846367) (**GWRL**); and
- (3) Transdev Wellington Limited (company number 5164521) (**Operator**).

Background

- A On 10 March 2016, the Parties entered into the Partnering Contract.
- B By letters of agreement dated 2 July 2021 and 27 April 2022, the Parties agreed to implement an initial "Snapper on Rail" pilot project on the Johnsonville Line (**Pilot Project**).
- C As a result of the success of the Pilot Project and an anticipated delay in the provision of the integrated fares and ticketing programme, the Parties have agreed to amend Schedule 13 (IFT Programme) and the other parts of the Partnering Contract relevant to fares and ticketing as set out in this Deed, to enable the use of the "Snapper System" for electronic ticketing on all Scheduled Services and Special Event Services.
- D This Deed records an agreement to remove the Passenger Services Fee for the IFT Programme Pre Priced Option, and replace it with cost reductions resulting from the introduction of Snapper on Rail. Snapper on Rail cost reductions predominantly result from reduced costs for:
- (a) reduced paper ticket printing costs;
 - (b) Ticket Agency costs;
 - (c) electronic payments charges associated with paper ticket sales.
- E This Deed also records the changes to the role performed by on-board staff resulting in:
- (a) a reduced emphasis on on-board ticket sales; and
 - (b) a greater emphasis on customer support and revenue protection.
- F This Deed also records the changes to the role performed by off-board staff resulting in:
- (a) removal of off-board ticket sales in regard to the Rail Unit; and
 - (b) a greatly increased emphasis on customer support and services including an increase in the scope of customer support from the Operator for services on both the Rail Unit and the broader Metlink network including rail, bus and ferry trip planning, information, and advice.

- G The changes and matters agreed in the Deed also reflect:
- (a) the intention that the Operator should make all efforts to be engaged by Snapper to support the Snapper System, including by becoming a ‘Snapper Service Centre’ and a “Snapper Retailer’,
 - (b) the redeveloped and shared approach to revenue protection involving both the Operator and GWRC,
 - (c) the terms of the letter of agreement between the Operator and GWRC (dated on or about the date of this Deed) regarding changes to the roles of off board staff involved in ticket sales, and
 - (d) the terms of the letter of agreement between the Operator, GWRC, and NZ Coach Services (dated on or about the date of this Deed) regarding the provision of alternative transport services,

Operative provisions

1. Definitions and interpretation

- 1.1 The Parties agree that the definitions and interpretation provisions set out at Schedule 1 (*Definitions and interpretation*) of this Deed apply unless the context requires otherwise.

2. Coming into effect of provisions

- 2.1 The provisions of this Deed shall come into effect on the Effective Date.

3. Amendments to the Partnering Contract

- 3.1 The Parties agree that, from the Effective Date, the Partnering Contract will be amended as set out at Schedule 2 (*Amendments to the Partnering Contract*) of this Deed.

4. Deed to comprise a Transaction Document

- 4.1 The Parties agree that this Deed shall constitute a Transaction Document for the purposes of the Partnering Contract.
- 4.2 Except to the extent that any obligations under any other Transaction Document are amended pursuant to this Deed:
- 4.2.1 the obligations of each Party under this Deed are in addition to, and without prejudice to, their respective obligations under the Partnering Contract and any other Transaction Document to which they are party; and
 - 4.2.2 performance by a Party of any of its obligations under this Deed shall not relieve it from any of its other obligations under the Partnering Contract or any other Transaction Document.

5. Miscellaneous

No payment

- 5.1 The Operator acknowledges and agrees that, notwithstanding anything to the contrary contained in the Partnering Contract, it shall not be entitled to (and GWRC and GWRL shall not be liable for) any payment in connection with the execution of this Deed or the performance by the Operator of any of its obligations under this Deed, except as expressly provided for in Schedule 2 (*Amendments to the Partnering Contract*) of this Deed.

Notices

- 5.2 Any notice required to be given in relation to this Deed shall be given and deemed received in accordance with clause 72 (*Notices*) of the Partnering Contract.

Entire Agreement and amendments

- 5.3 This Deed, the Partnering Contract and the other Transaction Documents contain the entire agreement between the Parties with respect to their subject matter and supersede any earlier agreements or understandings between the Parties in connection with their subject matter.
- 5.4 This Deed may only be amended by way of a written agreement duly executed by each of the Parties.

No reliance

- 5.5 The Operator acknowledges that, before entering into this Deed, it made all enquiries it wanted to make in relation to the Operator's obligations under this Deed and that in entering into this Deed, the Operator:
- 5.5.1 did not rely on any representation, warranty, guarantee, assurance, undertaking or other statement made by or on behalf of GWRC or GWRL; and
- 5.5.2 has made its own assessment of the rights provided to the Operator and the obligations imposed on the Operator by this Deed.

No waiver

- 5.6 No waiver of any breach of, or failure to enforce any provision of, this Deed, nor any delay in exercising any right, power or remedy by a Party in any way affects, limits or waives the right of such Party thereafter to enforce and compel strict compliance with the provisions of this Deed. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- 5.7 No waiver by a Party of any part of this Deed is binding unless it is made in writing by the Party granting that waiver.

Rights cumulative

- 5.8 Subject to any express provision in this Deed to the contrary, the rights, powers and remedies of a Party under this Deed are cumulative and are in addition to (and do not exclude or limit) any right, power or remedy provided by Law or equity or by any other agreement.

Further assurances

- 5.9 Each Party agrees to execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Deed.

No merger

- 5.10 The rights and obligations of the Parties shall not merge on the completion of any transaction contemplated by this Deed. The rights and obligations of the Parties will survive the execution and delivery of any assignment or other document entered into for the purposes of implementing any such transaction.

Costs and expenses

- 5.11 Subject to any express provision to the contrary in this Deed, each Party shall bear its own costs and expenses relating directly or indirectly to the negotiation, preparation, execution of and performance of its obligations under this Deed.

Severability of provisions

- 5.12 The illegality, invalidity or unenforceability at any time of any provision of this Deed under any Law will not affect the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of those provisions under any other law.

Disputes

- 5.13 Any dispute, difference of opinion or disagreement between any of the Parties, including any Claim, arising out of or in connection with this Deed shall be resolved in accordance with clause 53 (*Dispute Resolution Procedure*) as if it were a Dispute under the Partnering Contract.

Governing law

- 5.14 This Deed and the transactions contemplated by this Deed are governed by and are to be construed in accordance with New Zealand law and, subject to clause 5.13 and the Dispute Resolution Procedure, the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

GWRC and GWRL action

- 5.15 The Operator acknowledges that GWRC is the local authority in the region in which the Services are to be provided and that, notwithstanding anything to the contrary in this Deed, nothing in this Deed:

- 5.15.1 requires GWRC, GWRL or any other Governmental Entity to exercise, or use, any regulatory or legislative powers in order to influence or affect an outcome; or

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- 5.15.2 shall restrict or affect in any way the manner in which GWRC, GWRL or any other Governmental Entity may act in the exercise of its regulatory or legislative rights, powers and duties as a local authority.

Contract and Commercial Law Act 2017

- 5.16 Except to the extent any term of this Deed expressly states otherwise, a person who is not a Party to this Deed shall have no right under the Contract and Commercial Law Act 2017 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Incorporation of provisions from the Partnering Contract

- 5.17 Clauses 2 (*GWRL's rights, powers and benefits*), 73.1 and 73.2 (*Relationship between Parties*) and 74 (*Requirement to use 'best endeavours'*) of the Partnering Contract apply to this Deed as if they were set out in it, provided that references in those provisions to "this Partnering Contract" shall be read as references to this Deed instead.

Counterparts

- 5.18 This Deed may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

Guarantor acknowledgement

- 5.19 Within 5 Business Days following the date of this Deed, the Operator shall provide to GWRC an acknowledgement substantially in the form set out in Schedule 3 (*Guarantor Acknowledgement*) duly signed and dated by each of the Guarantors (being [REDACTED] and [REDACTED] [REDACTED]).

Executed and delivered as a Deed:

Wellington Regional Council
by

Sugar
Signature of attorney acting pursuant to a power of attorney dated 13 June 2019

Samantha Louise Gain
Name of attorney

General Manager
Title of attorney

Witnessed by

Nicola Lau Young
Signature of witness

Nicola Lau Young
Name of witness

Project Manager
Occupation of witness

56 Karepa St Brooklyn
Address of witness

Greater Wellington Rail Limited by

Sugar
Signature of attorney acting pursuant to a power of attorney dated 4 May 2021

Samantha Louise Gain
Name of attorney

General Manager
Title of attorney

Witnessed by

Nicola Lau Young
Signature of witness

Nicola Lau Young
Name of witness

56 Karepa Project Manager
Occupation of witness

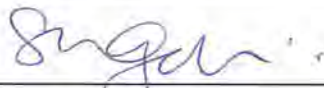
56 Karepa St, Brooklyn
Address of witness

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I, Smantha Louise Gain of Wellington, General Manager of Wellington Regional Council hereby certify:

1. That by a Deed dated 13 June 2019, **Wellington Regional Council** appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment.

SIGNED at Wellington this 18th day of November 2022



Samantha Louise Gain
General Manager
Wellington Regional Council

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I, Smanatha Louise Gain of Wellington, General Manager, hereby certify:

1. That by a Deed dated 4 May 2021, **Greater Wellington Rail Limited** appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment.

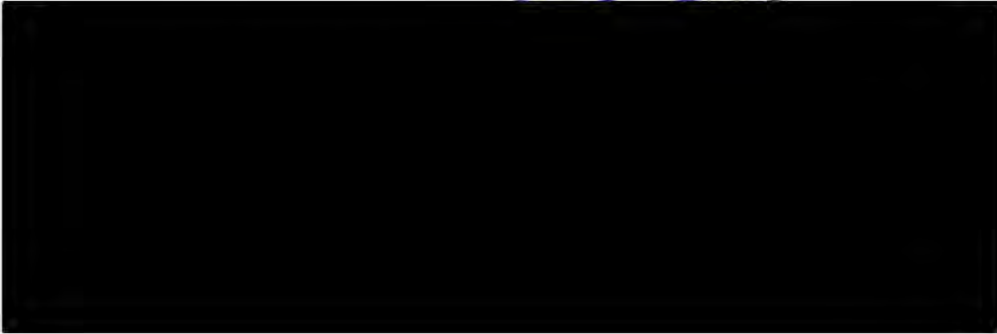
SIGNED at Wellington this 18th day of November 2022



Samantha Louise Gain
General Manager
Wellington Regional Council

Transdev Wellington Limited

by:



Schedule 1 – Definitions and interpretation

Definitions

1. The following definitions apply to this Deed unless the context requires otherwise:

Effective Date	means 12 November 2022.
Parties	means the parties to this Deed.
Partnering Contract	means the partnering contract (reference PT 0416) for the Greater Wellington Rail Service made between GWRC, GWRL and the Operator and dated 10 March 2016.

2. Unless otherwise defined in this Deed, capitalised terms have the meaning given to them in the Partnering Contract.

Interpretation

3. Unless the context requires otherwise, paragraphs 2.1 to 2.5 and 2.8 to 2.22 of Schedule 1 (*Definitions and Interpretation*) of the Partnering Contract apply to this Deed as if they were set out in it.
4. The following rules apply unless the context requires otherwise:
- 4.1. a reference to a clause, schedule, attachment, annexure or appendix is a reference to a clause of or a schedule, attachment, annexure or appendix to, this Deed, and a reference to a paragraph is to a paragraph of the same clause, schedule, attachment, annexure or appendix unless the context requires otherwise; and
 - 4.2. a reference to an agreement or document (including a reference to this Deed or the Partnering Contract) is to the agreement or document as amended, varied or supplemented, novated or replaced, except to the extent prohibited by this Deed, the Partnering Contract or that other agreement or document.

Consents or approvals

5. If the doing or any act, matter or thing under this Deed is dependent on the consent or approval of a Party or is within the discretion of a Party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Party at its absolute discretion unless express provision to the contrary is made.

Schedule 2 – Amendments to the Partnering Contract

Amendments to Schedule 1 (*Definitions and Interpretation*)

1. The definition of Transaction Document in Schedule 1 of the Partnering Contract shall be amended to include reference to this Deed.
2. The following definitions at Schedule 1 of the Partnering Contract are **deleted and replaced** as set out below:

ETS Implementation Date	<p>means:</p> <p>(a) initially, in regard to the Snapper System, the Snapper Implementation Date; and</p> <p>(b) subsequently, in regard to the NTS, the NTS Implementation Date.</p>
IFT Phase Two	means the period from and including the NTS Implementation Date until the Termination Date.
IFT Programme	means the initial electronic and subsequent integrated fares and ticketing programme described at Schedule 13 (<i>IFT Programme</i>).
IFT System	<p>means:</p> <p>(a) from and including the Snapper Implementation Date until and including the IFT Programme Phase One Expiry Date, the Snapper System; and</p> <p>(b) from and including the NTS Implementation Date, the NTS.</p>
IFT System Equipment	<p>(a) from and including the Snapper Implementation Date until and including the NTS Implementation Date, means the Snapper validators and shields installed at stations and Ticket Offices, , and all other equipment, systems, assets, devices or apps forming part of the Snapper System (including the Operator IFT System Equipment) and the Snapper Ticketing Equipment, and</p> <p>(b) from and including the NTS Implementation Date, means the NTS equipment installed at stations, Ticket Offices, and in Vehicles (including alternative transport vehicles), and all other equipment, systems, assets, mobile phones and other</p>

	devices or apps forming part of the NTS (including the Operator IFT System Equipment).
IFT Programme Phase One Expiry Date	means the day falling immediately prior to the NTS Implementation Date.
IFT Implementation Date	means the date on which the integrated fares and ticketing system known as NTS first becomes operational and available for use by passengers on one or more Lines making up the Rail Unit.
IFT System Provider	means: (a) in the case of the Snapper System, Snapper Services Limited; and (b) in the case of the NTS, the person(s) selected by the Transport Agency or GWRC to provide and install the NTS.
Operator IFT System Equipment	means: (a) in regard to the Snapper System, the iphones and any other hand held devices used by the Operator forming part of the Snapper System; and (b) in regard to the NTS, all iphones and any other hand held devices used by the Operator forming part of the NTS.
Pre Priced Option	means the RS1 Project Pre Priced Option.

3. The following **new** definitions are added at Schedule 1 of the Partnering Contract:

Effective Date (Deed of Variation: Snapper on Rail)	means [12 November 2022].
HTS	means HTS Group, a subcontractor appointed by Snapper to install and maintain the Snapper Ticketing Equipment.
NTS	means the national ticketing system that is being procured by the Transport Agency.
NTS Implementation Date	means the later of:

	<p>(a) the date to be determined by GWRC in accordance with the provisions at paragraph 3.4.1 of Schedule 13 (<i>IFT Programme</i>); and</p> <p>(b) the date on which the NTS first becomes operational and available for use by passengers in respect of all Scheduled Services forming part of the Rail Unit Timetable.</p>
Revenue Protection and Customer Service Plan	means the plan contemplated by paragraph 1.3.12 of Appendix 1 (<i>Plans</i>) to Schedule 5, as updated or replaced from time to time in accordance with this Partnering Contact.
Snapper Implementation Date	means the later of: <p>(a) the Effective Date (Deed of Variation: Snapper on Rail); and</p> <p>(b) the date the Snapper System extension actually goes live and is available for use by passengers in respect of all Scheduled Services on the Kapiti Line.</p>
Snapper	means Snapper Services Limited.
Snapper Implementation Fee Change Date	means the later of: <p>(a) the Snapper Implementation Date; and</p> <p>(b) 1 January 2023.</p>
Snapper Pilot	means the pilot of the Snapper System undertaken on the Johnsonville Line commencing November 2021 and ending on the Snapper Implementation Date.
Snapper System	means the electronic ticketing as a service solution known as “Snapper” procured by GWRC from Snapper.
Snapper Ticketing Equipment	means the on vehicle equipment and support systems to be installed in vehicles used for the provision of alternative transport services to enable use of the Snapper System by passengers using such vehicles during Planned Disruption and Unplanned Disruption.

4. The definitions of IFT Programme Implementation Fee and IFT Programme Pre Priced Option contained in Schedule 1 of the Partnering Contract are deleted and are not replaced.

Amendments to head Agreement

5. The Partnering Contract is amended by:
- 5.1. amending clause 12.1.7 (*General*) to read: *on and from each ETS Implementation Date, using the applicable IFT System Equipment provided by GWRC in accordance with clause 20 (GWRC Provision of Wellington Station, GWRC Assets and GWRC Systems); and...*
 - 5.2. deleting clause 15.2 and replacing it as follows:
 - 15.2 *Without limiting clause 15.1:*
 - 15.2.1 *prior to the Snapper Implementation Date, and on and from the Snapper Implementation Date:*
 - (a) *GWRC shall provide training, or procure that training is provided, to not more than 5 employees of the Operator on the functions of the Snapper System, including in relation to customer service and revenue protection, to enable these employees to provide training to the Services Employees on the use of the Snapper System including (as required) on use of the revenue protection app and the Snapper Ticketing Equipment installed in alternative transport vehicles;*
 - (b) *the Operator shall procure that the employees who have completed the Snapper System training referred to in clause 15.2.1(a) provide training on the functions of the Snapper System, including customer service and revenue protection, to all relevant Services Employees prior to those Services Employees being in a customer-facing role;*
 - (c) *GWRC shall provide the Operator with the relevant training materials;*
 - (d) *GWRC shall also procure that Snapper provides training to the trainers of alternative transport operators contracted by the Operator to provide alternative transport services, such training to be provided to operators that have not previously used vehicles that have Snapper Ticketing Equipment installed; and*
 - 15.2.2 *prior to the NTS Implementation Date, GWRC and the Operator shall review and agree (by approval of a Variation*

Order or deed of variation) how any additional training on the functions of the NTS will be provided or procured.

- 5.3. deleting sub-clauses 48.1 to 48.26 from within clause 48 (*Fare Revenue and other Revenue*) and replacing those sub-clauses as follows:

48. Farebox Revenue and other Revenue

Farebox Revenue and ticket sales

48.1 *The Parties agree that:*

48.1.1 *as part of GWRC's obligation to provide public transport services for the Wellington region, GWRC hereby appoints the Operator to sell tickets and collect Farebox Revenue as agent for GWRC in accordance with this clause 48 and Annexure 6 (Fares, Ticketing and Enforcement Requirements) and the Operator hereby accepts such appointment;*

48.1.2 *GWRC authorises the Operator to appoint the Ticket Agents as sub-agents of the Operator on the terms of the Ticket Agent Agreements; and*

48.1.3 *the following clauses (inclusive) shall apply in regard to Farebox Revenue:*

- (a) *at all times from the Commencement Date, clauses 48.1 to 48.3A, clauses 48.14 to 48.26 inclusive and clause 48.32;*
- (b) *from the Commencement Date up to and including the Snapper Implementation Date, clauses 48.4 to 48.8 inclusive; and*
- (c) *on and from the Snapper Implementation Date until the Termination Date, clauses 48.9 to 48.13 inclusive.*

48.2 *The Operator shall bear all costs and expenses relating directly or indirectly to compliance with its obligations under this clause 48 and Annexure 6 (Fares, Ticketing and Enforcement Requirements), including bank charges, staff costs (including the cost of complying with its obligations under clause 48.3.6) and, up to and including the day prior to the Snapper Implementation Date, credit card fees and commission payable to Ticket Agents.*

48.3 *The Operator shall:*

48.3.1 *sell fares on the terms and conditions set out in, and shall otherwise comply with, Annexure 6 (Fares, Ticketing and Enforcement Requirements);*

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- 48.3.2 *ensure that the availability and accessibility of fares is not reduced and not offer fares for sale other than those referred to in Annexure 6 (Fares, Ticketing and Enforcement Requirements), unless otherwise agreed by GWRC in writing;*
 - 48.3.3 *ensure that fares sold in printed form are branded in the form specified by GWRC;*
 - 48.3.4 *ensure that the Operator Associates do not commit a Ticket Offence;*
 - 48.3.5 *provide free rail travel for all of the Operator's employees engaged in providing Services and the Vehicle Services Subcontractor's employees engaged in providing Vehicle Services, travelling in uniform or holding a valid staff pass to and from work on Scheduled Services or on Special Event Services to the extent required by a relevant collective agreement or individual employment agreement; and*
 - 48.3.6 *provide any additional travel benefits other than the free travel described at clause 48.3.5 for all of the Operator's employees to the extent required by a relevant collective agreement or individual employment agreement.*
- 48.3A *In respect of free travel entitlements described at clause 48.3.5, the Parties agree that the Operator is not required to pay GWRC the cost of providing tickets to its employees and the Vehicle Services Subcontractor's employees, for the purposes of complying with clause 48.3.5 but the Operator shall be responsible to meet the cost of (and where applicable pay GWRC) for any other travel benefits provided under clause 48.3.6.*

Collecting Farebox Revenue up to and including the Snapper Implementation Date

- 48.4 *The Operator shall comply with its ticketing obligations set out in Annexure 6 (Fares, Ticketing and Enforcement Requirements).*
- 48.5 *The Operator shall ensure that all Farebox Revenue either received by the Operator or any Operator Associate (including by way of cash payment, cheque and electronic payment) or to be paid to GWRC under clause 48.3A is:*
 - 48.5.1 *deposited into the Farebox Account in accordance with such reasonable procedures as GWRC may from time to time notify to the Operator and:*
 - (a) *in the case of Farebox Revenue received by the Operator or any Operator Associate (excluding the*

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Ticket Agents), as soon as reasonably practicable and in any event by 10 a.m. on the next Business Day after such Farebox Revenue is received, provided that if Farebox Revenue is collected by way of electronic payment, the Operator shall ensure that such payments shall be paid into the Farebox Account directly and immediately; or

(b) in the case of Farebox Revenue received by any Ticket Agent, as soon as received by the Operator from a Ticket Agent which must be at the latest on or prior to the last Business Day of the month in which the Farebox Revenue is collected by the Ticket Agent;

48.5.2 kept safe, secure and separate from any other moneys until the time at which it is deposited into the Farebox Account pursuant to clause 48.5.1; and

48.5.3 deposited into the Farebox Account in accordance with this clause 48.5 without setting off or deducting any amounts, including any costs or expenses referred to in clause 48.2.

Transfer of balance of the Farebox Account up to and including the Snapper Implementation Date

48.6 Before 4.00 pm on each Business Day, the Operator shall transfer to GWRC from the Farebox Account, as a same day cleared payment:

48.6.1 if the Operator has provided a Daily Farebox Report that day in accordance with its obligations under Schedule 5 (Planning, Reporting and Meetings), the amount specified in that Daily Farebox Report as being the total amount to be paid to GWRC from the Farebox Account; or

48.6.2 if the Operator has not provided a Daily Farebox Report in accordance with its obligations under Schedule 5 (Planning, Reporting and Meetings), the average daily value of tickets sold by the Operator and the Operator Associates during the preceding calendar month (or, in the case of the first Relevant Month, GWRC's reasonable estimate of the daily value of tickets sold by the Operator and the Operator Associates) multiplied by the number of days for which a Daily Farebox Report should have been provided. If any Daily Farebox Report is incorrect or misleading in any way (including resulting from mistake, fraud or otherwise) (such matter being an "Error") resulting in GWRC not being paid

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the full amount in respect of unaccounted for tickets or Farebox Revenue from the Farebox Account at any time:

- (a) the Operator shall pay to GWRC on demand the amount of the shortfall plus interest thereon calculated at the Default Rate from (and including) the day after the date on which the Error arose until (and including) the actual date that GWRC receives payment; and*
- (b) without prejudice to any other rights or remedies of GWRC under this Partnering Contract (including the right to make Reporting Failure Deductions in accordance with Schedule 6) at GWRC's election the Operator shall pay to GWRC on demand the sum of \$ [REDACTED] in respect of each such Error.*

48.7 *Not used.*

48.8 *The Parties acknowledge and agree that:*

- 48.8.1 the amount referred to in clause 48.6.2(b) is a genuine pre-estimate of the damages, costs and losses (including administrative costs) that may be incurred by GWRC in connection with an Error and that such amount has been agreed by the Parties in good faith;*
- 48.8.2 the Parties wish to avoid the difficulty of calculation of damages, costs and losses in connection with an Error;*
- 48.8.3 payment by the Operator of such amount is reasonable and is not intended to be a penalty; and*
- 48.8.4 to the maximum extent permissible by Law, the Operator hereby unconditionally and irrevocably waives any right of the benefit of the application of any legal rule or norm (including under statute, equity and common law) relating to the non-enforceability of clause 48.6.2(b) or the characterisation thereof as a penalty.*

Collecting Farebox Revenue on and from the Snapper Implementation Date

48.9 *From the Snapper Implementation Date the Operator shall only sell cash tickets as set out in the GWRC Fare Media Transition Plan (as provided at Annexure 6 (Fares, Ticketing and Enforcement Requirements)) and as required to provide tickets for Operator employees in accordance with clause 48.3.6. All other ticket sales shall be made via the Snapper System.*

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- 48.10 *The Operator shall ensure that all Farebox Revenue received by the Operator or any Operator Associate by way of cash payment for ticket sales or any other tickets sales approved in writing by GWRC is:*
- 48.10.1 *deposited into the Farebox Account as soon as reasonably practicable and in any event by 10.00 am on the next Business Day after such Farebox Revenue is received by the Operator or any Operator Associate, in accordance with such reasonable procedures as GWRC may from time to time notify to the Operator;*
- 48.10.2 *kept safe, secure and separate from any other moneys until the time at which it is deposited into the Farebox Account pursuant to clause 48.10.1;*
- 48.10.3 *deposited into the Farebox Account in accordance with this clause 48.10 without setting off or deducting any amounts, including any costs or expenses referred to in clause 48.2; and*
- 48.10.4 *from the NTS Implementation Date (if required) recorded on the Operator IFT System Equipment.*
- 48.11 *The Operator shall collect all cash payments for tickets sold by the Operator or an Operator Associate for travel on vehicles providing alternative transport arrangements which replace disrupted Scheduled Services or Special Event Services and ensure that such amounts are deposited to the Farebox Account in accordance with clause 48.10.*
- 48.12 *[Not used].*

Transfer of balance of the Farebox Account on and from Snapper Implementation Date

- 48.13 *The Parties agree that before 4.00 pm on each Business Day (or at such other frequency approved in writing by GWRC), the Operator shall transfer to GWRC from the Farebox Account, as a same day cleared payment the amount referred to in the Daily Farebox Report (or such alternative form of report approved in writing by GWRC) .*

Operation of the Farebox Account and dealing with Farebox Revenue

- 48.14 *The Operator shall ensure that at all times the balance of the Farebox Account is sufficient to enable the Operator to transfer to GWRC the amounts referred to in clauses 48.6 and 48.13.*
- 48.15 *If the Operator has failed to comply with clause 48.14, the Operator shall pay to GWRC on demand simple interest at the Default Rate on the difference between the amount which GWRC is entitled to receive from the Operator pursuant to clause 48.6 or 48.13 (as applicable) and the amount actually paid pursuant to clause 48.6 or 48.13 (as*

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applicable). Such interest shall accrue from and including the date on which GWRC is entitled to receive the relevant amount pursuant to clause 48.6 or 48.13 (as applicable) until and including the date on which the Operator has paid sufficient additional funds (not comprising Farebox Revenue subsequently received by the Operator or Operator Associates and payable into the Farebox Account in accordance with this clause 48) into the Farebox Account to make up the shortfall, transferred the amount owing to GWRC and has notified GWRC in writing that it has done so.

- 48.16 *The Operator shall not (and shall procure that the Operator Associates shall not):*
- 48.16.1 *pay the Farebox Revenue into any account other than the Farebox Account;*
 - 48.16.2 *Not used;*
 - 48.16.3 *dispose of, assign, transfer or otherwise deal with the Farebox Revenue in any manner other than that contemplated by this clause 48;*
 - 48.16.4 *make any withdrawals or transfers from the Farebox Account except to the extent permitted by this clause 48;*
 - 48.16.5 *Not used;*
 - 48.16.6 *pay any amount into the Farebox Account other than Farebox Revenues and the additional funds referred to in clause 48.15;*
 - 48.16.7 *use the Farebox Account for any purpose other than that contemplated by this clause 48;*
 - 48.16.8 *permit the balance of the Farebox Account to fall below zero;*
 - 48.16.9 *close, transfer or seek to close or transfer the Farebox Account at any time except as required by clause 48.18.1; or*
 - 48.16.10 *create any Security Interest over the Farebox Account (including its proceeds) or over any or all of the Farebox Revenue, or permit such Security Interest to be created or to subsist at any time.*
- 48.17 *The Operator shall ensure that the bank with which the Farebox Account is held is an Approved Bank. If at any time during the Term such bank ceases to be an Approved Bank, the Operator shall:*
- 48.17.1 *promptly notify GWRC of that circumstance; and*

- 48.17.2 *within 5 Business Days of such circumstance occurring, open a new bank account with a bank which is an Approved Bank.*
- 48.18 *On the date on which a new bank account is opened pursuant to clause 48.17.2:*
- 48.18.1 *the Operator shall:*
- (a) *provide written details of the new bank and the new account (including account number and local clearing code) to GWRC;*
 - (b) *transfer the balance of the Redundant Farebox Account to that new bank account;*
 - (c) *not used;*
 - (d) *close the Redundant Farebox Account; and*
- 48.18.2 *the new account shall become the Farebox Account for the purposes of this Partnering Contract in place of the Redundant Farebox Account and shall be operated in accordance with the provisions of this clause 48.*
- 48.19 *The Operator shall be responsible for paying any fee, fine or other penalty in connection with the Farebox Account (including any Redundant Farebox Account). To the extent that any such fee, fine or other penalty is deducted from the balance of the Farebox Account, the Operator shall immediately pay the amount of such deduction into the Farebox Account.*
- 48.20 *Without prejudice to the Operator's obligations to transfer from the Farebox Account to GWRC in accordance with this clause 48, to the extent that:*
- 48.20.1 *any interest accrues on the balance of the Farebox Account; and*
- 48.20.2 *the Operator is not obliged to transfer the amount of such interest from the Farebox Account to GWRC in accordance with this clause 48,*
- the Operator shall be entitled to such interest.*

Farebox Revenue held on trust

- 48.21 *The Operator acknowledges and agrees that all Farebox Revenue is the absolute property of GWRC and that the Operator holds such Farebox Revenue as bare trustee at all times for GWRC (whether such Farebox Revenue has been paid into the Farebox Account or not).*
- 48.22 *In the event that any or all of the Operator's obligations in respect of the collection of Farebox Revenue are subcontracted to any person*

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(whether by the Operator or by any subcontractor of any tier) or the collection of Farebox Revenue is undertaken by Ticket Agents other than Ticket Agents appointed under the Ticket Agent Agreements, the Operator shall ensure that each such subcontract (of any tier) or agreement with the Ticket Agent (as applicable) shall contain a provision whereby the relevant subcontractor or Ticket Agent (as applicable) acknowledges and agrees that all Farebox Revenue is the absolute property of GWRC and that the subcontractor or Ticket Agent (as applicable) holds such Farebox Revenue as bare trustee at all times for GWRC.

Ticket Agents

- 48.23 *Prior to the Commencement Date, the Operator shall duly execute and deliver a Ticket Agent Agreement with each of the Ticket Agents substantially in the form set out in Annexure 21 (Ticket Agent Agreement).*
- 48.24 *The Operator shall terminate each Ticket Agent Agreement in accordance with its terms on the day falling immediately before the Snapper Implementation Date or on such later date agreed in writing by GWRC.*
- 48.25 *Except as provided for in clause 48.24, the Operator shall not:*
- 48.25.1 *make any modification, variation or amendment of a material nature to, or terminate or surrender; or*
 - 48.25.2 *permit the novation, assignment or substitution of any counterparty's right, obligation or interest in, any Ticket Agent Agreement, or enter into any new agency relationship in respect of the Operator's obligations under this Partnering Contract, without GWRC's prior written consent.*

Provision of information to GWRC

- 48.26 *Without prejudice to any other obligations of the Operator, within 3 Business Days following a request therefor, the Operator shall provide to GWRC (on an Open Book Basis) such information as GWRC may reasonably request from time to time:*
- 48.26.1 *to evidence the gross amount of Farebox Revenue received by the Operator or any Operator Associate;*
 - 48.26.2 *to evidence the amounts deposited from time to time into the Farebox Account;*
 - 48.26.3 *to evidence the type of fares sold broken down by:*
 - (a) *description of fares sold;*
 - (b) *numbers of fares sold;*

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(c) *the amount and nature of any agency or other fees (if any) deducted in relation to the fares sold; and*

(d) *any other information required by GWRC for accounting of GST purposes;*

48.26.4 *to evidence the net amount of Farebox Revenue transferred from the Farebox Account to GWRC by the Operator in accordance with this clause 48; and/or*

48.26.5 *to verify the extent to which the Operator has complied and is complying with this clause 48.*

Amendments to Schedule 3 (Passenger Services)

6. The following amendments are made to Schedule 3 (*Passenger Services*):

6.1. Paragraphs 3.13 and 3.14 are deleted and replaced as follows:

3.13 *In respect of each vehicle used to provide alternative transport arrangements, the Operator shall:*

3.13.1 *ensure that:*

(a) *such vehicle meets the requirements of, and is operated in accordance with, all applicable Law;*

(b) *such vehicle is operated by a Licenced Operator; and*

(c) *the recommended passenger load limits for such vehicle are not exceeded; and*

3.13.2 *after the ETS Implementation Date use best endeavours to procure that each vehicle is IFT Compatible.*

3.13A *GWRC shall assist the Operator (at GWRC's cost) to provide alternative transport using IFT Compatible vehicles by GWRC procuring and installing Snapper Ticketing Equipment on up to 28 vehicles that the Operator has procured for the provision of alternative transport, provided that the Operator shall ensure that each contract for the use of such vehicles:*

3.13A.1 *is procured (in the case of contracts in place on, or from the Snapper Implementation Date, for a term that expires by 30 September 2023 and subsequently for terms of at least 12 months (and that a copy of the amended or new contract is provided to GWRC upon request),*

3.13A.2 *provides (if the vehicles are not equipped with Snapper Ticketing Equipment) for such vehicles to be made available for the installation and de installation of Snapper Ticketing*

Equipment and subsequently for the repair and maintenance of the Snapper Ticketing Equipment, and (when no longer required for the provision of alternative transport services) for the de-installation of the Snapper Ticketing Equipment,

- 3.13A.3 requires that the operator of such vehicles to ensure that drivers, maintenance and workshop staff and others with access to the vehicles on which the Snapper Ticketing Equipment is installed do not connect or interface the Snapper Ticketing Equipment, or any wiring associated with the Snapper Ticketing Equipment, to any other equipment or connections without GWRC's prior written consent,*
- 3.13A.4 requires the operator of such vehicles to comply with any guidelines provided by GWRC from time to time in regard to the operation, security, storage, cleaning and maintenance of the Snapper Ticketing Equipment,*
- 3.13A.5 requires the operator of such vehicles to ensure that the Snapper Ticketing Equipment installed is looked after and kept secure in accordance with good industry practice and any guidelines provided by GWRC, 3.13A.6 requires that the operator ensures that drivers using the vehicles that have Snapper Ticketing Equipment installed have attended training so that they understand how to care for and use the Snapper Ticketing Equipment and report any faults to the maintenance workshop staff,*
- 3.13A.7 requires that the operator ensures that maintenance workshop staff working on the vehicles that have Snapper Ticketing Equipment installed understand how to either resolve, or report any problems, initially to Snapper and subsequently (if not resolved) to GWRC,*
- 3.13A.8 requires that the operator ensures that maintenance workshop staff (when required to do so) work with HTS (or any alternative sub-contractor appointed by Snapper) to rectify faults in the Snapper Ticketing Equipment,*
- 3.13A.9 requires the operator to ensure that Snapper Ticketing Equipment spares (if any) provided to the operator are kept safe and secure and returned to Snapper, HTS or GWRC as required,*
- 3.13A.10 requires the operator to immediately report to the Operator, GWRC and Snapper all damage to and faults in the Snapper Ticketing Equipment and provide assistance and information requested to assist in investigating such damage and faults,*

3.13A.11 requires the operator to ensure that use of the Snapper portal used by the operator's staff is limited to named individuals and that the trip and fares data recorded via the portal is the property of GWRC,

3.13A.12 requires the operator to ensure that its secured lenders or any third party owners of the vehicles that have Snapper Ticketing Equipment installed understand that the Snapper Ticketing Equipment installed on such vehicles has been paid for by GWRC, but is owned by Snapper as the Snapper System provider,

3.13A.13 provides that GWRC has the right to request the return of the Snapper Ticketing Equipment (excluding cabling) and any spares, at any time without delay (including in the event of the liquidation or receivership of the operator of the vehicle or any third part owner of the vehicle),

3.13A.14 provides that, unless the vehicle forms part of an existing PTOM Operator's fleet, that the Snapper Ticketing Equipment must be removed from the vehicle and returned to GWRC either at the end of the relevant contract or if the alternative transport operator no longer requires the vehicle for the provision of alternative transport services,

3.13A.15 provides for GWRC to enforce the provisions that have been included in the contract for the benefit of GWRC, Snapper or HTS, and

it is agreed between GWRC and the Operator that such agreements between the Operator and the alternative transport providers are Transaction Documents for the purposes of the Partnering Contract.

3.14 Without prejudice to the Operator's obligations pursuant to paragraph 3.13.2, the Operator shall, in the case of IFT Compatible vehicles ensure that Operator staff sell cash fares to any customers that do not have Snapper cards, ensure that the Snapper Ticketing Equipment (or any replacement IFT System Equipment) is turned on and ready for use so that customers are able to tag on and off the vehicle, that customers boarding tag on, and that the driver is checking that all customers either tag on or have purchased a paper ticket prior to boarding.

6.2. in paragraph 3.62, the reference to "the IFT Programme Phase One Expiry Date" will be replaced with a reference to "the Snapper Implementation Date";

6.3. by inserting the following new paragraph 3.65A:

3.65A *The Operator shall ensure that onboard and off board staff are retrained and redeployed with the intention that such staff are equipped to:*

- (a) *provide customers with effective and proactive assistance to customers regarding use of the Snapper System*
- (b) *provide the agreed range of enhanced customer facing services set out in the Revenue Protection and Customer Service Plan.*

7. The following PIs at the end of section 7 are deleted and replaced as set out below:

7.1. **PI #10 (Passenger Load Factor – Peak a.m. Service)** is amended by changing Data source in the third row of the table, as set out below:

Data source	(i) Monthly Operational Report;
	(ii) the passenger count undertaken by the Operator's on board staff noting that manual counts will continue until GW confirms that automatic passenger counting systems are capable of undertaking this count..

7.2. **PI #11 (Passenger Load Factor – Peak p.m. Service)** is amended by change the data source in the third row of the table, as set out below:

Data source	(i) Monthly Operational Report;
	(ii) the passenger count undertaken by the Operator's on board staff noting that manual counts will continue until GW confirms that automatic passenger counting systems are capable of undertaking this count..

7.3. **PI # 13** is amended by changing the heading and the description of the Purpose in the first two rows of the table as set out below:

P1#13	Revenue Protection for IFT Phase One prior to Snapper Implementation Date
Purpose	To identify whether the Operator is complying with its revenue protection obligations in paragraph 3.60 to 3.62 of this Schedule 3 This PI#13 applies from the Commencement Date until the Snapper Implementation Date

7.4. **PI #14 (Revenue Protection for IFT Phase Two)** is deleted.

Amendments to Schedule 5 (Planning, Reporting and Meetings)

8. Paragraph 3.1.6 (Daily Farebox Report) is deleted and replaced as follows:

3.1.6 Daily Farebox Report:

- (a) *number of tickets sold during that day (and all previous days for which a Daily Farebox Report has not been provided) (including tickets sold by Ticket Agents where Farebox Revenue has been received by the Operator) by ticket description and type;*
- (b) *aggregate face value of tickets sold during that day (and all previous days for which a Daily Farebox Report has not been provided) (Face Value of Tickets Sold) and a breakdown of this amount by ticket description and type (including tickets sold by Ticket Agents where Farebox Revenue has been received by the Operator);*
- (c) *aggregate amount of refunds provided (if any) during that day (and all previous days for which a Daily Farebox Report has not been provided) in accordance with the terms of the Annexure 6 (Fares, Ticketing and Enforcement Requirements) (including refunds provided by Ticket Agents that have not been previously reported in a Daily Farebox Report) (Refunds Provided);*
- (d) *any tickets unaccounted for (lost, stolen, etc.) and the aggregate face value of such tickets (to the extent not included in a previous Daily Farebox Report) (Face Value of Tickets Unaccounted For);*
- (e) *total value of ticket sales to be transferred from the Farebox Account (Total Value), being:*

$$\text{Total Value} = A + B - C$$
Where:
A = Face Value of Tickets Sold;
B = Face Value of Tickets Unaccounted For;
C = Refunds Provided.
- (f) *any other information required by GWRC for accounting or GST purposes;*

9. Paragraph 3.1.9 (Monthly Farebox Report) is deleted and replaced as follows:

3.1.9 Monthly Farebox Report:

- (a) *aggregate data from each Daily Farebox Report for the Relevant Month;*
- (b) *aggregate face value of tickets sold by Ticket Agents during that Relevant Month and a breakdown of this amount by ticket description and type;*
- (c) *"SuperGold" passenger journeys for the Relevant Month;*

- (d) *value of accrual required for tickets sold in advance as at the first day of the Relevant Month but not yet used;*
 - (e) *value of accrual required for tickets sold by Ticket Agents but not yet received by the Operator; and*
 - (f) *the value of tickets provided by the Operator in order to comply with its obligations in respect of free staff travel under clause 48.3.5;*
10. Paragraph 1.3.12 (Revenue Protection Plan) at Appendix 1 (Plans) is deleted and replaced as follows, and all other references to the “Revenue Protection Plan” are amended to refer to the “Revenue Protection and Customer Service Plan”:
- 1.3.12 (Revenue Protection and Customer Service Plan):** *a plan detailing the revenue protection and customer service procedures that shall be implemented by the Operator in respect of the Scheduled Services and Special Event Services in the forthcoming Year in order to reduce the number of Ticket Offences and to enhance the service provided to passengers, such plan to:*
- (a) *be in accordance with Good Industry Practice;*
 - (b) *be consistent with the GWRC Revenue Protection Strategy and prepared in consultation with GWRC; and*
 - (c) *include as a minimum:*
 - (i) *proposed number of Operator revenue protection officers on board Vehicles and the proposed number of GWRC warranted officers on board Vehicles;*
 - (ii) *Operator revenue protection staff deployment strategy;*
 - (iii) *minimum number of onboard Operator Snapper System validations and cash ticket inspections to be undertaken per Scheduled Service; and*
 - (iv) *proposed Operator actions to be taken to address specific revenue protection issues;*

Amendments to Schedule 6 (Financial and Performance Regime)

11. Schedule 6 (*Financial and Performance Regime*) is deleted and replaced with a new Schedule 6 (*Financial and Performance Regime*) attached at Attachment One of this Schedule 2.

Amendments to Schedule 9 (Stations and Depot Facilities)

12. Schedule 9 (*Stations and Depot Facilities*) is amended by deleting table below paragraph 7.1 (*Cleaning Obligations*) and inserting the following table:

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Station / Depot Facility	Area	Party responsible	Cleaning standard to be met (if applicable)
Wellington Station	Common areas (including platforms)	GWRC, and a share of the costs passed back to KiwiRail	The standard specified in GWRC's relevant cleaning contract
	"Metro" areas shown shaded brown on the Wellington Station Plan attached at Appendix 1 (<i>Wellington Station Access Areas Plan</i>).	GWRC	The standard specified in GWRC's relevant cleaning contract
	IFT System devices (from the ETS Implementation Date)	GWRC	The standard specified in GWRC's relevant cleaning contract
	Bike parks shaded green on the Wellington Station Plan attached at Appendix 1 (<i>Wellington Station Access Areas Plan</i>).	GWRC	The standard specified in GWRC's relevant cleaning contract
	Server Room shaded blue on the Wellington Station Plan attached at Appendix 1 (<i>Wellington Station Access Areas Plan</i>).	KiwiRail as lessor of the Wellington Station Lease (cost to be passed on and paid by GWRC as lessee)	The standard specified in KiwiRail's relevant cleaning contract
Stations (excluding Wellington Station)	Common areas (including platforms)	GWRL	The standard specified in GWRL's relevant cleaning contract
	"Operator" areas shaded orange on Appendix 3 (<i>Station Access Areas Plans (excluding Wellington Station)</i>).	GWRL	The standard specified in GWRL's relevant cleaning contract
	"GWRC" areas shaded green on Appendix 3 (<i>Station Access Areas Plans (excluding Wellington Station)</i>).	GWRL	The standard specified in GWRL's relevant cleaning contract

	Access Provider areas marked "Networks" and shaded blue on Appendix 3 (<i>Station Access Areas Plans (excluding Wellington Station)</i>).	Access Provider	The standard specified in the Access Provider's relevant cleaning contract
	IFT System devices (from the ETS Implementation Date	GWRL	The standard specified in GWRL's relevant cleaning contract
EMU Depot	"Operator" areas shaded orange on Appendix 4 (<i>EMU Depot Access Areas Plan</i>).	Operator	Good Industry Practice and standard satisfactory to GWRL
	GWRL "Project Space" shaded green on Appendix 4 (<i>EMU Depot Access Areas Plan</i>)	Operator	Good Industry Practice and standard satisfactory to GWRL
Carriage Depot	Carriage Depot Access Areas	Operator (unless a separate cleaning arrangement is agreed in writing between the Operator and KiwiRail)	In a manner and to a standard that ensures that GWRL as licensee is not in breach of the obligations at clause 7.16 of the Carriage Licence

Amendments to Schedule 13 (*IFT Programme*)

13. Schedule 13 (*IFT Programme*) is deleted and replaced with a new Schedule 13 (*IFT Programme*) attached at Attachment Two of this Schedule 2.

Amendments to Schedule 16 (*Change Events and Net Financial Impact*)

14. Section 4 (*Pre Priced Options*) is amended by deleting all references to the IFT Programme Pre-Priced Option, by:
- 14.1. deleting paragraph 4.1.2;
 - 14.2. at paragraph 4.2, deleting the word "relevant", the words "Schedule 13 (*IFT Programme*) or" and the words "(as applicable)";
 - 14.3. deleting paragraph 4.4; and
 - 14.4. at paragraph 4.5.3(b), deleting the words "or the payment of the IFT Programme Implementation Fee in accordance with paragraph 4.4 (as applicable)".

15. Paragraph 10.3.2 (*Rail Unit Timetable changes*) is amended by deleting the words “*or the IFT Programme Implementation Fee as applicable*”.

Amendments to Schedule 18 (Operator’s Proposals)

16. Paragraph 2.6.3 of Schedule 18 is deleted.

Amendments to Annexure 6 (*Fares, Ticketing and Enforcement Requirements*)

17. Annexure 6 (*Fares, Ticketing and Enforcement Requirements*) is deleted and replaced with a new Annexure 6 (*Fares, Ticketing and Enforcement Requirements*), attached at Attachment Three of this Schedule 2.
18. Paragraph 3.1 of Annexure 6 (*Fares, Ticketing and Enforcement Requirements*) requires that any changes to the requirements of Annexure 6 occur in accordance with the change process for PT Network Documents set out in the Regional Agreement. As the changes to Annexure 6 only apply to the Rail Unit the Parties have agreed, in this instance, to waive the requirement that the changes occur in accordance with the change process for PT Network Documents.

Attachment One – new Schedule 6 (Financial and Performance Regime)

Schedule 6

Financial and Performance Regime

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1 Services Fee

1.1 The Services Fee comprises:

1.1.1 the following monthly amounts:

- (a) the Passenger Services Fee;
- (b) the Vehicle Services Fee;
- (c) the Additional Vehicle Services Fee;
- (d) the Special Event Services Fee;
- (e) the Vehicle Availability Payment;
- (f) the Alternative Transport Fee;
- (g) the Locomotive Services Fee;

less (subject to clause 45.1 (*GWRC's and GWRL's rights of set off*)):

- (h) Performance Deductions in relation to the Reliability KPI and the Punctuality KPI;
- (i) Reporting Failure Deductions;

1.1.2 the following half yearly amounts:

- (a) the Customer Satisfaction Payment; and
- (b) the Performance Payment; and

1.1.3 the FIM Adjustment annually.

1.2 Subject to paragraph 1.3, the formula for calculating the Services Fee for each Relevant Month (rm) during the Term is as follows:

$$\text{Services Fee}_{rm} = PSF_{rm} + VSF_{rm} + AVSF_{rm} + SESF_{rm} + VAP_{rm} + ATF_{rm} + LSF_{rm} - PD_{rm-1} - RFD_{rm} + CSP_{rm} + PP_{rm} + FIMA - FIMD$$

Where:

- 1.2.1 PSF_{rm} is the Passenger Services Fee in respect of the Relevant Month, calculated in accordance with paragraph 2 (*Calculation of the Passenger Services Fee*);
- 1.2.2 VSF_{rm} is the Vehicle Services Fee payable in respect of the Relevant Month calculated in accordance with paragraph 3 (*Calculation of the Vehicle Services Fee*);
- 1.2.3 $AVSF_{rm}$ is the Additional Vehicle Services Fee (if any) payable in respect of the Relevant Month calculated in accordance with paragraph 4 (*Calculation of the Additional Services Fee*);

- 1.2.4 $SESF_{rm}$ is the Special Event Services Fee (if any) in respect of the Relevant Month, calculated in accordance with paragraph 5 (*Calculation of Special Event Services Fee*);
- 1.2.5 VAP_{rm} is the Vehicle Availability Payment in respect of the Relevant Month, calculated in accordance with paragraph 11 (*Calculation of Vehicle Availability Payment*);
- 1.2.6 ATF_{rm} is the Alternative Transport Fee in respect of the Relevant Month, calculated in accordance with paragraph 12 (*Calculation of Alternative Transport Fee*);
- 1.2.7 LSF_{rm} is the Locomotive Services Fee in respect of the Relevant Month, calculated in accordance with paragraph 13 (*Calculation of Locomotive Services Fee*);
- 1.2.8 PD_{rm-1} is the aggregate of all Performance Deductions incurred in respect of Scheduled Services during the Relevant Month immediately preceding the Relevant Month, calculated in accordance with paragraph 6 (*Calculation of Performance Deductions*);
- 1.2.9 RFD_{rm} is the aggregate of any Reporting Failure Deductions to be deducted from the relevant payment in accordance with paragraph 7.4 (*Calculation of Reporting Failure Deductions*);
- 1.2.10 CSP_{rm} is the Customer Satisfaction Payment which:
- (a) in respect of each Relevant Month falling after the month in which the Surveying Organisation provides the results of a Customer Satisfaction Survey (excluding the Base Customer Satisfaction Surveys) pursuant to Annexure 9 (*Customer Satisfaction Survey*) is the amount (if any) payable in accordance with paragraph 8.2 (*Customer Satisfaction Payments*) in respect of that Customer Satisfaction Survey; and
 - (b) otherwise, is zero;
- 1.2.11 PP_{rm} is the Performance Payment which:
- (a) in relation to the last Relevant Month falling in any Half Year, is the aggregate amount (if any) to which the Operator is entitled under paragraph 9.5 (*Operator's entitlement to payment*); and
 - (b) in relation to all other Relevant Months, is zero.
- 1.2.12 $FIMA$ is the FIM Adjustment in respect of any FIM Calculation Year in respect of which there is a Patronage Excess which:
- (a) in relation to the Relevant Month falling after the Relevant Month in which notice is served under paragraph 10.2 (*Notice of Actual Patronage*) where there has been a Patronage Excess in the relevant FIM Calculation Year, is the amount of any FIM

Adjustment to which the Operator is entitled under paragraph 10.5 (*Payment*); and

(b) in relation to all other Relevant Months, is zero; and

1.2.13 *FIMD* is the FIM Adjustment in respect of any FIM Calculation Year in respect of which there is a Patronage Shortfall which:

(a) in relation to the Relevant Month falling after the Relevant Month in which notice is served under paragraph 10.2 (*Notice of Actual Patronage*) where there has been a Patronage Shortfall in the relevant FIM Calculation Year, is the amount of any FIM Adjustment to be set off from the Services Fee under paragraph 10.6.2 (*Payment*); and

(b) in relation to all other Relevant Months, is zero.

1.3 GWRC and the Operator shall meet within 10 Business Days following the last day of the Term to discuss the Performance Deductions incurred in respect of Scheduled Services during the last Relevant Month of the Term as calculated in accordance with paragraph 6 (*Calculation of Performance Deductions*) (**Final Month Performance Deductions**). GWRC and the Operator shall use all reasonable endeavours to agree the Final Month Performance Deductions within 20 Business Days following the last day of the Term, to enable invoicing for the following month. If agreement is not reached regarding the amount of the Final Month Performance Deductions, GWRC shall be entitled to withhold from the payment of the Services Fee in respect of the last Relevant Month in the Term an additional amount equal to PD_{m-1} . The amount withheld under this paragraph 1.3 shall remain in withholding status until a final agreement is reached between the parties, but once agreement is reached:

1.3.1 where the amount withheld under this paragraph 1.3 exceeds the agreed Final Month Performance Deductions, GWRC shall pay the Operator the amount of such excess; and

1.3.2 where the amount withheld under this paragraph 1.3 is less than the agreed Final Month Performance Deductions, the Operator shall pay GWRC the difference between the Final Month Performance Deductions and the amount withheld.

2 Calculation of the Passenger Services Fee

2.1 The Passenger Services Fee in respect of a Relevant Month (PSF_m) (excluding the Relevant Month in which the Snapper Implementation Fee Change Date or the RS1 Project Phase Three Commencement Date occurs) shall be calculated as follows:

$$PSF_m = PSF_a \times \frac{PR_a}{12}$$

Where:

- 2.1.1 PSF_a is (subject to Schedule 16 (*Change Events and Net Financial Impact*)) the amount specified in respect of the Period in which the Relevant Month falls, as set out in the relevant column of the Services Fees Table determined in accordance with paragraph 2.2 below; and
- 2.1.2 $PR_a = 1$ unless the Relevant Month is less than a full calendar month in which case $PR_a = \frac{NDRM_a}{NDRP}$

Where:

- 2.1.3 $NDRM_a$ is the number of days in the Relevant Month; and
- 2.1.4 $NDRP$ is the number of days in that calendar month.
- 2.2 For the purposes of paragraph 2.1, the relevant columns of the Services Fees Table shall be:
- 2.2.1 at any time up to (but excluding) the occurrence of either the Snapper Implementation Fee Change Date or the RS1 Project Phase Three Commencement Date, the column of the Services Fees Table headed "Initial Passenger Services Fee";
- 2.2.2 if the Snapper Implementation Fee Change Date occurs prior to the RS1 Project Phase Three Commencement Date, in the period from and including the Snapper Implementation Fee Change Date up to but excluding the RS1 Project Phase Three Commencement Date, the column of the Services Fees Table headed "Passenger Services Fee - IFT Snapper Ticketing";
- 2.2.3 if the RS1 Project Phase Three Commencement Date occurs prior to the Snapper Implementation Fee Change Date, in the period from and including the RS1 Project Phase Three Commencement Date up to but excluding the Snapper Implementation Fee Change Date, the column of the Services Fees Table headed "Passenger Services Fee - RS1 Project Pre Priced Option"; and
- 2.2.4 if both the RS1 Project Phase Three Commencement Date and the Snapper Implementation Fee Change Date have occurred, with effect from and including the last of the RS1 Project Phase Three Commencement Date and the Snapper Implementation Fee Change Date, the column of the Services Fees Table headed "Passenger Services Fee - both IFT Snapper Ticketing and RS1 Project Pre Priced Option".
- 2.3 The Passenger Services Fee in respect of a Relevant Month (PSF_{rm}) in which the Snapper Implementation Fee Change Date or the RS1 Project Phase Three Commencement Date occurs shall be calculated as follows:

$$PSF_{rm} = (PSF_a \times \frac{PR_a}{12}) + (PSF_b \times \frac{PR_b}{12})$$

Where:

2.3.1 PSF_a is (subject to Schedule 16 (*Change Events and Net Financial Impact*)) the amount specified in respect of the Period in which the Relevant Month falls, as set out in the relevant column of the Services Fees Table determined in accordance with paragraph 2.2 above for the period prior to the Snapper Implementation Fee Change Date or the RS1 Project Phase Three Commencement Date (as the context requires); and

$$2.3.2 \quad PR_a = \frac{NDRM_a}{NDRP}$$

2.3.3 PSF_b is (subject to Schedule 16 (*Change Events and Net Financial Impact*)) the amount specified in respect of the Period in which the Relevant Month falls, as set out in the relevant column of the Services Fees Table determined in accordance with paragraph 2.2 above for the period from and including the Snapper Implementation Fee Change Date or the RS1 Project Phase Three Commencement Date (as the context requires); and

$$2.3.4 \quad PR_b = \frac{NDRM_b}{NDRP}$$

Where:

2.3.5 $NDRM_a$ is the number of days in the Relevant Month before the Snapper Implementation Fee Change Date or the RS1 Project Phase Three Commencement Date (as the context requires);

2.3.6 $NDRM_b$ is the number of days in the Relevant Month from and including the Snapper Implementation Fee Change Date or the RS1 Project Phase Three Commencement Date (as the context requires); and

2.3.7 $NDRP$ is the number of days in that calendar month.

3 Calculation of the Vehicle Services Fee

3.1 The Vehicle Services Fee in respect of a Relevant Month (VSF_{rm}) (excluding the Relevant Month in which the RS1 Project Phase Three Commencement Date occurs) shall be calculated as follows:

$$VSF_{rm} = VSF_p \times \frac{PR}{12}$$

Where:

3.1.1 VSF_p is (subject to Schedule 16 (*Change Events and Net Financial Impact*)) the amount specified in respect of the Period in which the

Relevant Month falls, as set out in the relevant column of the Services Fees Table determined in accordance with paragraph 3.2 below; and

- 3.1.2 $PR = 1$ unless the Relevant Month is less than a full calendar month in which case $PR = \frac{NDRM}{NDRP}$

Where:

- 3.1.3 $NDRM$ is the number of days in the Relevant Month; and

- 3.1.4 $NDRP$ is the number of days in that calendar month.

- 3.2 For the purposes of paragraph 3.1, the relevant columns of the Services Fees Table shall be:

- 3.2.1 at any time up to (but excluding) the occurrence of the RS1 Project Phase Three Commencement Date, the column of the Services Fees Table headed "Initial Vehicle Services Fee"; and

- 3.2.2 if the RS1 Project Phase Three Commencement Date occurs, in the period from and including the RS1 Project Phase Three Commencement Date, the column of the Services Fees Table headed "Vehicle Services Fee - RS1 Project Pre Priced Option".

- 3.3 The Vehicle Services Fee in respect of a Relevant Month (VSF_m) in which the RS1 Project Phase Three Commencement Date occurs shall be calculated as follows:

$$VSF_m = (VSF_a \times \frac{PR_a}{12}) + (VSF_b \times \frac{PR_b}{12})$$

Where:

- 3.3.1 VSF_a is (subject to Schedule 16 (*Change Events and Net Financial Impact*)) the amount specified in respect of the Period in which the Relevant Month falls, as set out in the relevant column of the Services Fees Table determined in accordance with paragraph 3.2 above for the period prior to the RS1 Project Phase Three Commencement Date; and

- 3.3.2 $PR_a = \frac{NDRM_a}{NDRP}$

- 3.3.3 VSF_b is (subject to Schedule 16 (*Change Events and Net Financial Impact*)) the amount specified in respect of the Period in which the Relevant Month falls, as set out in the relevant column of the Services Fees Table determined in accordance with paragraph 3.2 above for the period from and including the RS1 Project Phase Three Commencement Date; and

- 3.3.4 $PR_b = \frac{NDRM_b}{NDRP}$

Where:

- 3.3.5 $NDRM_a$ is the number of days in the Relevant Month before the the RS1 Project Phase Three Commencement Date;
- 3.3.6 $NDRM_b$ is the number of days in the Relevant Month from and including the RS1 Project Phase Three Commencement Date; and
- 3.3.7 $NDRP$ is the number of days in that calendar month.

4 Calculation of the Additional Vehicle Services Fee

- 4.1 The Additional Vehicle Services Fee in respect of a Relevant Month ($AVSF_{rm}$) is the aggregate of the amounts (if any) payable in respect of the Relevant Month pursuant to:
 - 4.1.1 paragraph 13.6 (Exceptional Repair Work) of Schedule 4 (Vehicle Services);
 - 4.1.2 paragraph 14.7 (Payment in respect of Heavy Maintenance Services) of Schedule 4 (Vehicle Services); and
 - 4.1.3 paragraph 15.4 (GWRC funded Additional Modification Services) of Schedule 4 (Vehicle Services).

5 Calculation of Special Event Services Fee

- 5.1 Where in a Relevant Month the Operator has provided Special Event Services in accordance with the requirements of paragraph 3.27 (*Special Event Services*) of Schedule 3 (*Passenger Services*), the Special Event Services Fee payable in respect of each such Special Event Service shall, subject to paragraph 3.42 (*Special Event Services Fee - supporting documentation*) of Schedule 3 (*Passenger Services*) be:

$$(RKM \times Rate) + Security Cost$$

Where:

RKM is the aggregate number of additional Revenue Service Kilometres travelled by each Train in order to provide the Special Event Service(s);

$Rate$ is the applicable rate per Revenue Service Kilometre in the table set out in Appendix 2 (*Special Event Services Rates*) of Schedule 6 (*Financial and Performance Regime*); and

$Security Cost$ is, to the extent additional security services are approved by GWRC for the Special Event Service under Schedule 3 (*Passenger Services*) or as part of the Annual Business Plan, the number of person hours for which security personnel are deployed for the Special Event Service multiplied by the rate per hour set out in the table set out in Appendix 2 (*Special Event Services Rates*) of Schedule 6 (*Financial and Performance Regime*).

6 Calculation of Performance Deductions

Introduction and definitions

- 6.1 The Performance Deductions in respect of a Relevant Month (PD_{rm}) shall be calculated in accordance with this paragraph 6.
- 6.2 In this Partnering Contract, the following definitions apply unless the context otherwise requires:

Destination	means, in respect of a Scheduled Service, the Station at which that Scheduled Service is to terminate, as indicated in the Rail Unit Timetable.
Intermediate Station	means: <ul style="list-style-type: none"> (a) in respect of services on the Wairarapa Line, Featherston, Upper Hutt and Waterloo; (b) in respect of services on the Hutt Valley Line, Waterloo; and (c) in respect of services on the Kapiti Line, Porirua.
Off Peak Service	means a Scheduled Service that is not a Peak Service.
Origin	means, in respect of a Scheduled Service, the first Station from which that Scheduled Service is to depart, as indicated in the Rail Unit Timetable.
Peak Service	means a Scheduled Service which: <ul style="list-style-type: none"> (a) in the case of a Train travelling towards Wellington Station, is scheduled in the Rail Unit Timetable to arrive at its Destination between 06:30 and 09:30 on a Business Day; and (b) in the case of a Train travelling away from Wellington Station, is scheduled in the Rail Unit Timetable to depart Wellington Station between 15:30 and 18:30 on a Business Day.

Reliability KPI

- 6.3 The Operator shall ensure that:
- 6.3.1 each Scheduled Service shall:

- (a) depart from its Origin and each Intermediate Station and do so no earlier than 30 seconds before the scheduled time for such departure set out in the Rail Unit Timetable;
 - (b) meet the consist size for that Scheduled Service contemplated by the Working Timetable; and
 - (c) stop at all Stations at which such Scheduled Service is scheduled to stop, as indicated in the Rail Unit Timetable; or
- 6.3.2 if a Scheduled Service is replaced by alternative transport arrangements, ensure that such alternative transport:
- (a) departs from the Origin of the replaced Scheduled Service no later than 30 minutes after the scheduled time for the departure of the replaced Scheduled Service set out in the Rail Unit Timetable;
 - (b) provides sufficient capacity to carry all passengers who might reasonably be expected to desire to use such alternative transport in place of the replaced Scheduled Service;
 - (c) stop as close as is lawful, safe and reasonably practicable to all Stations at which such Scheduled Service is scheduled to stop, as indicated in the Rail Unit Timetable; and
 - (d) complies with the requirements of Schedule 3 (*Passenger Services*) and that the Operator complies with its obligations under Schedule 3 (*Passenger Services*) in respect of the relevant Planned Disruption or Unplanned Disruption.
- 6.4 The extent to which a Scheduled Service complies with the requirements of the Reliability KPI will be measured by the utilisation of the on-board data system installed on the relevant Vehicles (being the Matangi Telemetry System in respect of those Vehicles comprising the Matangi Fleet and the RTPi System in respect of those Vehicles comprising the Carriage Fleet) or any other on or off-board replacement system nominated from time to time by GWRC or, in the case of alternative transport arrangements, any other available information source, provided that, if the relevant data system does not record the required data in respect of a Scheduled Service as a result of a breach by the Operator of this Partnering Contract or any other act or omission of the Operator or any Operator Associate, then such Scheduled Service shall be deemed not to have met the Reliability KPI.
- 6.5 Subject to paragraph 6.6 and paragraph 14 (*Excusing Events and Deemed Performance*), unless a Scheduled Service complies with all of the applicable requirements of the Reliability KPI, a Performance Deduction will be incurred in respect of that Scheduled Service, calculated in accordance with the table below:

Line on which relevant Scheduled Service operates	Performance Deduction amount in respect of Peak Service	Performance Deduction amount in respect of Off Peak Service
Johnsonville line	████	████
Kapiti line	████	████
Melling line	████	████
Hutt Valley line	████	████
Wairarapa line	████	████

6.6 In the event that a Scheduled Service has met all of the requirements of the Reliability KPI other than the requirement relating to consist size set out in paragraph 6.3.1(b), then the Performance Deduction incurred in respect of the Reliability KPI in relation to that Scheduled Service shall be pro-rated down to reflect the extent to which the Scheduled Service did meet such requirements. Such reduction in such Performance Deduction shall be consistent with the examples given below:

- 6.6.1 if compliance with paragraph 6.3.1(b) would have required the Scheduled Service to be operated using three EMUs, but that Scheduled Service was in fact operated using a two EMUs (such that the Scheduled Service was two thirds compliant with the requirement) the Performance Deduction shall be one third of the relevant amount set out in the table at paragraph 6.5; and
- 6.6.2 if compliance with paragraph 6.3.1(b) would have required the Scheduled Service to be operated using two Carriages, but that Scheduled Service was in fact operated using one Carriage (such that the Scheduled Service was half compliant with the requirement), the Performance Deduction shall be one half of the relevant amount set out in the table at paragraph 6.5.

Punctuality KPI

- 6.7 The Operator shall ensure that each Scheduled Service shall arrive at the Destination and each Intermediate Station for that Scheduled Service no later than 5 minutes after the time scheduled in the Rail Unit Timetable for such arrival.
- 6.8 The extent to which a Scheduled Service complies with the requirements of the Punctuality KPI will be measured by the utilisation of the on-board data system installed on the relevant Vehicles (being the Matangi Telemetry System in respect of those Vehicles comprising the Matangi Fleet and the RTPI System in respect of those Vehicles comprising the Carriage Fleet) or any other on or off-board replacement system nominated from time to time by GWRC provided that, if the relevant data system does not record the required data in respect of a Scheduled

Service as a result of a breach by the Operator of this Partnering Contract or any other act or omission of the Operator or any Operator Associate, then such Scheduled Service shall be deemed not to have met the Punctuality KPI.

- 6.9 Subject to paragraphs 6.10, 6.11 (*Rules where a Scheduled Service fails to meet more than one requirement*), 6.13A and 6.13B (*Initial relief from Punctuality KPI*) and 14 (*Excusing Events and Deemed Performance*), unless a Scheduled Service complies with all of the requirements of the Punctuality KPI, a Performance Deduction will be incurred in respect of that Scheduled Service, calculated in accordance with the table below:

Difference between scheduled time of arrival of Scheduled Service at Destination or Intermediate Station (as set out in the Rail Unit Timetable) and actual time of such arrival	Performance Deduction amount in respect of Peak Service	Performance Deduction amount in respect of Off Peak Service
≤ 5 minutes	■	■
>5 minutes but ≤ 7 minutes	■	■
> 7 minutes but ≤ 15 minutes	■	■
> 15 minutes	■	■

- 6.10 Where a Scheduled Service is replaced by the Operator with alternative transport arrangements, then provided the Operator complies with the requirements of Schedule 3 (*Passenger Services*) in respect of such alternative transport and the relevant Planned Disruption or Unplanned Disruption no Performance Deduction will be incurred in respect of any failure by that Scheduled Service to meet the Punctuality KPI.

Rules where a Scheduled Service fails to meet more than one requirement

- 6.11 Subject to paragraph 6.12, if a Scheduled Service fails to meet a requirement of the Reliability KPI and also fails to meet a requirement of the Punctuality KPI, a Performance Deduction in respect of that Scheduled Service shall be incurred under paragraph 6.5 (*Reliability KPI*) only.
- 6.12 If a Scheduled Service:
- 6.12.1 meets all the requirements of the Reliability KPI except the requirement relating to consist size set out in paragraph 6.3.1(b); and
- 6.12.2 fails to meet a requirement of the Punctuality KPI,

Performance Deductions in respect of that Scheduled Service shall be incurred under both paragraphs 6.6 (*Reliability KPI*) and 6.9 (*Punctuality KPI*).

- 6.13 If a Scheduled Service fails to meet the Punctuality KPI at more than one Intermediate Station or at its Destination and an Intermediate Station, the Performance Deduction under 6.9 (*Punctuality KPI*) shall be calculated by using the greatest of the differences between the scheduled time of arrival of that Scheduled Service at the relevant station and the actual time of arrival.

Initial relief from Punctuality KPI

- 6.13A In respect of each Relevant Month from (and including) the first Relevant Month until (and including) the twelfth Relevant Month, a Performance Deduction will not be incurred under paragraph 6.9 (*Punctuality KPI*) in respect of the first x Late Trains in that Relevant Month where:

Late Trains means all Scheduled Services operated during the Relevant Month that meet all the requirements of the Reliability KPI but fail to meet the requirements of the Punctuality KPI;

$$x = \frac{\text{Trains Run}}{10}$$

Trains Run means all Scheduled Services operated during the Relevant Month that meet all the requirements of the Reliability KPI.

- 6.13B In respect of each Relevant Month from (and including) the thirteenth Relevant Month until (and including) the twenty-fourth Relevant Month, a Performance Deduction will not be incurred under paragraph 6.9 (*Punctuality KPI*) in respect of the first y Late Trains in that Relevant Month where:

Late Trains means all Scheduled Services operated during the Relevant Month that meet all the requirements of the Reliability KPI but fail to meet the requirements of the Punctuality KPI;

$$y = \frac{\text{Trains Run}}{20}$$

Trains Run means all Scheduled Services operated during the Relevant Month that meet all the requirements of the Reliability KPI.

References to a failure to achieve the Reliability KPI or the Punctuality KPI

- 6.14 References in this Partnering Contract to a failure to achieve the Reliability KPI or the Punctuality KPI (or similar terminology) shall mean a failure by the Scheduled Service to comply with the applicable requirements set out in paragraph 6.3 or paragraph 6.7 (as applicable). For the avoidance of doubt, a failure to comply with a single requirement in either paragraph 6.3 or paragraph 6.7 (as applicable) will be treated as a failure to achieve the Reliability KPI or the Punctuality KPI respectively.

7 Calculation of Reporting Failure Deductions

- 7.1 Where a Reporting Error is identified by a Party, that Party shall notify the other Parties as soon as reasonably practicable.
- 7.2 Where a Reporting Error affects the value of the Services Fee, such Reporting Error shall be deemed to be a "**Financial Reporting Error**".
- 7.3 Where there has been a Financial Reporting Error, then the Operator and GWRC shall promptly seek to resolve the Financial Reporting Error and determine the correct value for the affected Services Fee payment. Within 10 Business Days following the determination of the correct value for the affected Services Fee payment:
- 7.3.1 if the Financial Reporting Error has resulted in the Operator receiving an overpayment, the Operator shall pay to GWRC an amount equal to the amount by which the Operator has been overpaid; or
 - 7.3.2 if the Financial Reporting Error has resulted in the Operator suffering an underpayment, GWRC shall pay an amount to the Operator equal to the amount by which the Operator has been underpaid.
- 7.4 For each Financial Reporting Error that occurs and results in the Operator receiving an overpayment, GWRC shall be entitled to deduct the sum of [REDACTED] from the next instalment of the Services Fee payable by GWRC.

8 Customer Satisfaction Payments

Customer Satisfaction Surveys

- 8.1 GWRC shall procure that Customer Satisfaction Surveys shall be carried out by a Surveying Organisation in accordance with Annexure 9 (*Customer Satisfaction Survey*).

Customer Satisfaction Payments

- 8.2 Subject to paragraph 8.3, if the results of any Customer Satisfaction Survey undertaken after the Base Customer Satisfaction Surveys as reported by the Surveying Organisation under paragraph 6.5 of Annexure 9 (*Customer Satisfaction Survey*) demonstrate that the average response (expressed as a percentage to two decimal points) to the questions contained in the Customer Satisfaction Survey:
- 8.2.1 exceeds the then current Customer Satisfaction Threshold but not the average response (expressed as a percentage to two decimal points) to the questions contained in the preceding Customer Satisfaction Survey, the Operator shall be entitled to payment of [REDACTED]; or
 - 8.2.2 either:
 - (a) is more than 95%; or

- (b) exceeds the then current Customer Satisfaction Threshold and the average response (expressed as a percentage to two decimal points) to the questions contained in the preceding Customer Satisfaction Survey:

the Operator shall be entitled to payment of [REDACTED].

8.3 The maximum payment which the Operator shall be entitled to (and which GWRC shall be liable for) pursuant to paragraph 8.2 shall not exceed [REDACTED] in any Year.

9 Calculation of Performance Payments

Definitions

9.1 In this Partnering Contract, the following definitions apply unless the context otherwise requires:

Half Year	<p>means, in respect of each Performance Payment Period, each of the following periods:</p> <ul style="list-style-type: none"> (a) the period commencing on the first day of the first Relevant Month in that Performance Payment Period and expiring on the last day of the sixth Relevant Month in that Performance Payment Period; or (b) each subsequent period of six Relevant Months in that Performance Payment Period, <p>provided that:</p> <ul style="list-style-type: none"> (i) in respect of the first Performance Payment Period, the first Half Year shall commence on the Commencement Date and shall expire on 31 December 2016; and (ii) in respect of the last Performance Payment Period, the last Half Year shall end on the Termination Date.
Maximum Half Year Performance Payment Amount	<p>means [REDACTED] multiplied by PR</p> <p>where:</p> <p>$PR = 1$ except that in respect of the first Half Year and the last Half Year $PR = \frac{NDRHY}{NDHY}$</p> <p>where:</p> <p>$NDRHY$ = the number of days in the relevant Half Year; and</p> <p>$NDHY$ = (a) in the case of the first Half Year, the number of days from 1 July to the end of that Half</p>

	Year and (b) in the case of the last Half Year, the number of days from the day after the end of the previous Half Year to the date falling six calendar months later.
Nominated Performance Indicator	means: (a) in respect of the first Performance Payment Period, those Performance Indicators specified in paragraph 9.4; and (b) in respect of each other Performance Payment Period, the relevant Performance Indicators notified by GWRC to the Operator pursuant to paragraph 9.2.
Nominated Performance Payment Amount	means in respect of each Nominated Performance Indicator: (a) during the first Performance Payment Period, the relevant amount specified for that Nominated Performance Indicator in paragraph 9.4; and (b) during each other Performance Payment Period, the relevant amount notified by GWRC to the Operator pursuant to paragraph 9.2.2 as being the maximum Performance Payment payable in connection with that Nominated Performance Indicator.
Performance Payment Period	means each of the following: (a) the period commencing on and including the Commencement Date until and including 30 June 2017; and (b) each subsequent period of 12 months, provided that the last Performance Payment Period shall end on (and including) the Termination Date.

Nominated Performance Indicators and Nominated Performance Payment Amount

- 9.2 Prior to the start of each Performance Payment Period, GWRC shall notify the Operator in writing of:
- 9.2.1 up to three Performance Indicators (chosen at the sole discretion of GWRC) which will be the Nominated Performance Indicators for that Performance Payment Period; and
- 9.2.2 subject to paragraph 9.3, the amount that will be payable by GWRC in accordance with paragraph 9.5 in respect of a Nominated Performance

Indicator for each Half Year falling within the relevant Performance Payment Period provided that the conditions in paragraph 9.5 are met.

- 9.3 The aggregate amount of the Performance Payments available to the Operator in respect of any Half Year shall be the Maximum Half Year Performance Payment Amount. For the avoidance of doubt, the aggregate amount of the Performance Payments payable by GWRC to the Operator in respect of any Half Year shall not exceed the Maximum Half Year Performance Payment Amount.
- 9.4 Subject to paragraph 9.3, the Nominated Performance Indicators and Nominated Performance Payment Amounts in respect of the first Performance Payment Period are as follows:
 - 9.4.1 Performance Indicator #10 (*Passenger Load Factor - Peak a.m. Service* (set out in Schedule 3 (*Passenger Services*)) with a Nominated Performance Payment Amount of [REDACTED];
 - 9.4.2 Performance Indicator #6 (*Number of Planned Maintenance and Heavy Maintenance Checks Undertaken*) (set out in Schedule 4 (*Vehicle Services*)) with a Nominated Performance Payment Amount of [REDACTED]; and
 - 9.4.3 Performance Indicator #9 (*Critical Business and Supplementary Systems*) (set out in Schedule 4 (*Vehicle Services*)) with a Nominated Performance Payment Amount of [REDACTED].

Operator's entitlement to payment

- 9.5 Subject to paragraph 9.3 and paragraph 14 (*Excusing Events and Deemed Performance*), if in each Relevant Month falling within a Half Year the Operator has achieved the PI Achieve Benchmark in respect of a Nominated Performance Indicator, the Operator shall be entitled to payment of the Nominated Performance Payment Amount for that Half Year applicable to that Nominated Performance Indicator.

10 Calculation of the FIM Adjustment

Definitions

- 10.1 In this paragraph 10, the following definitions apply unless the context otherwise requires:

Actual Patronage	means: <ul style="list-style-type: none"> (a) in respect of any period falling prior to each ETS Implementation Date, the total number of assumed passenger trips calculated, for each ticket type in the first column of the Assumed Trips Table, by taking the number of tickets of that type sold in that period and multiplying it by the number of trips
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	<p>per ticket specified in the second column of that table for that ticket type; and</p> <p>(b) in respect of any period on or after each ETS Implementation Date, the aggregate of:</p> <p>(i) the total number of assumed passenger trips calculated in respect of all single trip paper tickets sold in that period in accordance with paragraph (a) above to the extent not taken into account under paragraph (ii) below; and</p> <p>(ii) the total number of Valid Trips taken during that period.</p>
<p>Adjusted Actual Patronage</p>	<p>means:</p> <p>(a) in all FIM Calculation Years prior to the year in which the ETS Implementation Date occurs</p> $AAP(n) = AP(n) \times AdjFactor$ <p>(b) in the FIM Calculation Year in which the ETS implementation occurs</p> $AAP(n) = [AP_{BeforeETS} \times AdjFactor] + AP_{AfterETS}$ <p>where;</p> <p><i>AAP</i> = Adjusted Actual Patronage in respect of a FIM Calculation Year;</p> $AdjFactor = [AP_{12MthsAfter} / AP_{12MthsBefore}] / [AP(n-1) / AP(n-4)]^{(1/3)}$ <p><i>AP</i> = Actual Patronage in respect of a FIM Calculation Year;</p> <p><i>n</i> = a FIM Calculation Year;</p> <p><i>AP_{12MthsAfter}</i> = Actual Patronage in respect of the 12 month period immediately after and including the ETS Implementation Date;</p> <p><i>AP_{12MthsBefore}</i> = Actual Patronage in respect of the 12 month period immediately preceding the ETS Implementation Date;</p> <p><i>AP_{BeforeETS}</i> = Actual Patronage in the fraction of the FIM Calculation Year prior to the ETS Implementation Date; and</p>

	<p>$AP_{AfterETS}$ = Actual Patronage in the fraction of the FIM Calculation Year after and including the ETS Implementation Date.</p>
Assumed Trips Table	<p>means the table set out in Appendix 4 to this Schedule 6, as updated from time to time by GWRC pursuant to paragraph 10.3 (<i>Changes to ticket types</i>) of this Schedule 6.</p>
ETS Patronage Measurement Adjustment	<p>means that the ETS Implementation Date has occurred and in the 12 month period following the ETS Implementation Date, Actual Patronage is more than 103% or less than 97% of the Actual Patronage recorded in the prior 12 months.</p>
FIM Adjustment	<p>means:</p> <p>(a) in respect of any FIM Calculation Year where there is a Patronage Excess, the product of the following calculation: $FIM\ Adjustment = Patronage\ Excess \times Shadow\ Fare;$ and</p> <p>(b) in respect of any FIM Calculation Year where there is a Patronage Shortfall, the product of the following calculation: $FIM\ Adjustment = Patronage\ Shortfall \times Shadow\ Fare.$</p>
FIM Cap	<p>means:</p> <p>(a) in respect of the FIM Calculation Year in which the Commencement Date occurs, [REDACTED] multiplied by: $\frac{d}{365}$ where d equals the number of days from and including the Commencement Date until and including the last day of that FIM Calculation Year;</p> <p>(b) in respect of the FIM Calculation Year in which the Termination Date occurs, [REDACTED] multiplied by: $\frac{d}{365}$ where d equals the number of days from and including the first day of that FIM Calculation Year until and including the Termination Date; and</p>

	(c) in respect of each other FIM Calculation Year, [REDACTED].
FIM Collar	<p>means:</p> <p>(a) in respect of the FIM Calculation Year in which the Commencement Date occurs, [REDACTED] multiplied by: $\frac{d}{365}$</p> <p>where d equals the number of days from and including the Commencement Date until and including the last day of that FIM Calculation Year;</p> <p>(b) in respect of the FIM Calculation Year in which the Termination Date occurs, [REDACTED] multiplied by: $\frac{d}{365}$</p> <p>where d equals the number of days from and including the first day of that FIM Calculation Year until and including the Termination Date; and</p> <p>(c) in respect of each other FIM Calculation Year, [REDACTED].</p>
FIM Calculation Year	<p>means:</p> <p>(a) the one year period ending on 30 June 2016 and each prior one year period; and</p> <p>(b) each period of one year commencing on (and including) 1 July 2016 or any anniversary thereof.</p>
FIM Objectives	<p>means the provision of a mechanism which:</p> <p>(a) incentivises GWRC and the Operator to collaborate to grow patronage on and fare revenue from the Wellington Rail Network;</p> <p>(b) takes account of the characteristics particular to the Services and the Wellington Rail Network;</p> <p>(c) is simple to apply and administer; and</p> <p>(d) contributes to value for money.</p>
Patronage Excess	means, in respect of any FIM Calculation Year, the amount (if any) by which the Actual Patronage exceeds the Patronage Projection.

Patronage Projection	<p>means, subject to paragraph 10.4 (<i>ETS Patronage Measurement Adjustment</i>) of this Schedule 6 (Financial and Performance Regime):</p> <p>(a) for the FIM Calculation Year in which the Commencement Date falls or the FIM Calculation Year after the ETS Implementation Date falls:</p> $PP(n) = AP(n-1) \times [AP(n-1)/AP(n-4)]^{1/3}$ <p>(b) for each other FIM Calculation Year, the number calculated in accordance with the formula below:</p> $PP(n) = PP(n-1) \times [AP(n-1)/AP(n-4)]^{1/3}$ <p>where:</p> <p><i>PP</i> = the Patronage Projection;</p> <p><i>n</i> = a FIM Calculation Year; and</p> <p><i>AP</i> = the Actual Patronage in respect of a FIM Calculation Year, provided that if the ETS Patronage Measurement Adjustment occurs this shall be adjusted in accordance with paragraph 10.4.</p>
Patronage Shortfall	<p>means, in respect of any FIM Calculation Year, the amount (if any) by which the Actual Patronage falls below the Patronage Projection.</p>
Shadow Fare	<p>means, subject to paragraph 10.9 (<i>Operator Initiatives</i>), [REDACTED]</p>
Valid Trip	<p>means each trip made by a passenger (excluding Operator and Operator Associate staff travel) on the Wellington Rail Network using the IFT System as evidenced by that passenger having tagged on at a Station.</p>

Notice of Actual Patronage

- 10.2 Within 60 days following the last day of each FIM Calculation Year where part of that FIM Calculation Year falls within the Term, GWRC shall serve on the Operator a notice (certified by GWRC's Authorised Representative as being true, accurate and complete to the best of his or her knowledge) containing details for that FIM Calculation Year of the Actual Patronage and a calculation of the Patronage Shortfall or Patronage Excess.

Changes to ticket types

- 10.3 If GWRC:
- 10.3.1 makes any change to any of the ticket types specified in the first column of the Assumed Trips Table such that the number of trips which a

passenger holding such a ticket is permitted to make with that ticket increases or decreases; or

10.3.2 GWRC introduces a new ticket type not specified in the Assumed Trips Table and not part of the IFT System,

then GWRC shall (acting reasonably) issue to the Operator an updated table specifying the number of trips it reasonably estimates to be applicable for the new or amended ticket type. That updated table will become the Assumed Trips Table for the purposes of this Partnering Contract from the date of its provision to the Operator in accordance with this paragraph 10.3.

ETS Patronage Measurement Adjustment

10.4 If the ETS Patronage Measurement Adjustment occurs, then with effect from the FIM Calculation Year after the FIM Calculation Year in which the ETS Implementation Date occurs:

10.4.1 GWRC shall notify the Operator of the Adjusted Actual Patronage; and

10.4.2 for the purposes of calculating the Patronage Projection, the Actual Patronage for all periods prior to and including the FIM Calculation Year in which the ETS Implementation Date occurs shall be deemed to be the Adjusted Actual Patronage.

Payment

10.5 If in any FIM Calculation Year where part of that FIM Calculation Year falls within the Term, there is a Patronage Excess, then the Operator shall be entitled to an amount equal to the FIM Adjustment provided that the amount payable by GWRC under this paragraph 10.5 in respect of any single FIM Calculation Year shall not exceed the FIM Cap.

10.6 If in any FIM Calculation Year where part of that FIM Calculation Year falls within the Term, there is a Patronage Shortfall, then, at GWRC's option, either:

10.6.1 the Operator shall pay to GWRC within 90 days of the end of such FIM Calculation Year; or

10.6.2 GWRC shall set off from the next payment of the Service Fee falling due following the date of service of the notice pursuant to paragraph 10.2,

an amount equal to the FIM Adjustment provided that the amount to be paid by the Operator or set off by GWRC under this paragraph 10.6 in respect of any single FIM Calculation Year shall not exceed the FIM Collar.

Operator Initiatives

10.7 GWRC and the Operator agree to work together collaboratively with a view to achieving the FIM Objectives. The Operator may at any time during the Term propose to GWRC by notice in writing:

- 10.7.1 an initiative to be implemented by it with the objective of increasing Actual Patronage; and
- 10.7.2 a temporary increase in the Shadow Fare to encourage the Operator in and reward it for the successful implementation of such initiative.
- 10.8 If GWRC (in its sole discretion despite anything to the contrary in this Partnering Contract) indicates that it is open to considering such initiative, the Operator shall document the proposal in detail in the next draft of the plans and financial forecasts to be submitted by it under the relevant provisions of paragraph 2 (*Annual Business Plan*) of Schedule 5 (*Planning, Reporting and Meetings*).
- 10.9 If GWRC (in its sole discretion despite anything to the contrary in this Partnering Contract) expressly approves such initiative and temporary increase in the Shadow Fare in its notice of approval under paragraph 2.16 (*GWRC to approve*) of Schedule 5 (*Planning, Reporting and Meetings*), the Operator shall diligently implement such initiative and the Shadow Fare shall be increased by the amount and for the period specified in GWRC's notice.

Review Meeting

- 10.10 If at any time, either GWRC or the Operator considers that the operation of the mechanism in this paragraph 10 is not achieving the FIM Objectives, it may serve notice on the other requiring a meeting to review the operation of this paragraph 10 against the FIM Objectives.
- 10.11 As soon as reasonably practicable following service of a notice under paragraph 10.10, GWRC and the Operator shall meet and seek to agree such changes to this paragraph 10 as are reasonably necessary to align it more closely with the FIM Objectives. If GWRC and the Operator reach such agreement, the parties shall as soon as reasonably practicable document such changes by way of a deed of variation and such changes shall come into effect in accordance with that deed of variation if and when that deed of variation comes fully and unconditionally into effect. If GWRC and the Operator do not reach such agreement, then the matter may not be referred to the Dispute Resolution Procedure and this paragraph 10 will continue in effect without amendment.

11 Calculation of Vehicle Availability Payment

- 11.1 The Vehicle Availability Payment in respect of each Relevant Month (AP_{rm}) shall be calculated as follows:

$$VAP_{rm} = \blacksquare$$

12 Calculation of Alternative Transport Fee

- 12.1 Where in a Relevant Month:

- 12.1.1 the Operator has provided or procured alternative transport arrangements to replace a Scheduled Service or Special Event Service disrupted by an Unplanned Disruption;
- 12.1.2 the Operator has complied with its obligations under paragraphs 3.10, 3.12 to 3.17 (inclusive) and 3.21 to 3.24 (inclusive) of Schedule 3 (*Passenger Services*) in respect of such Unplanned Disruption and alternative transport; and
- 12.1.3 the relevant Unplanned Disruption was not attributable to the fault of any of the Operator or any Operator Associate;

the Operator shall, subject to paragraphs 3.15 and 3.16 (*Costs relating to alternative transport arrangements*) of Schedule 3 (*Passenger Services*), be entitled to the Alternative Transport Fee, being an amount equal to [REDACTED] of its actual reasonable external costs of so providing or procuring such alternative transport.

13 Calculation of Locomotive Services Fee

- 13.1 The Locomotive Services Fee in respect of a Relevant Month (LSF_{rm}) shall be calculated as follows:

$$LSF_{rm} = MSFCLCSA_{rm} - SPTC_{rm}$$

Where:

- 13.1.1 $MSFCLCSA_{rm}$ is the amount of the Monthly Services Fee (as defined in the CLCSA) payable by the Operator to KiwiRail under the CLCSA in respect of the Relevant Month; and
- 13.1.2 $SPTC_{rm}$ is the amount of the Shunt Personnel Training Cost (as defined in the CLCSA) payable by the Operator to KiwiRail under the CLCSA in respect of the Relevant Month.

14 Excusing Events and Deemed Performance

Excusing Events

- 14.1 A Performance Deduction shall not be deducted from the Services Fee provided that:
 - 14.1.1 such Performance Deduction is directly attributable to an Excusing Event;
 - 14.1.2 the Operator has used all reasonable endeavours to mitigate the effect of the Excusing Event on the provision of the Services; and
 - 14.1.3 the Operator has otherwise complied with any express obligation imposed on the Operator under this Partnering Contract in respect of such Excusing Event (including in respect of alternative transport under Schedule 3 (*Passenger Services*)).

- 14.2 A failure by the Operator to achieve a PI Achieve Benchmark shall be disregarded for the purposes of calculating the relevant Performance Payment in respect of a Nominated Performance Indicator, or for Performance Indicators which are not Nominated Performance Indicators, for the purposes of determining the Operator's performance against that Performance Indicator, provided that:
- 14.2.1 such failure is directly attributable to an Excusing Event;
 - 14.2.2 the Operator has used all reasonable endeavours to mitigate the effect of the Excusing Event on the provision of the Services; and
 - 14.2.3 the Operator has otherwise complied with any express obligation imposed on the Operator under this Partnering Contract in respect of such Excusing Event (including in respect of alternative transport under Schedule 3 (*Passenger Services*)).

Operator's responsibility

- 14.3 It shall be the responsibility of the Operator to demonstrate that an Excusing Event has occurred and that it is entitled to relief under paragraph 14.1 or 14.2 (as applicable).
- 14.4 The Operator shall promptly provide any information reasonably required by GWRC in connection with an Excusing Event and its effects (including any information reasonably required to demonstrate that the conditions in paragraph 14.1.1 to paragraph 14.1.3 or paragraph 14.2.1 to paragraph 14.2.3 (as applicable) have been met).

Additional rolling stock

- 14.5 A failure by the Operator to achieve a PI Achieve Benchmark shall be disregarded for the purposes of calculating the relevant Performance Payment in respect of a Nominated Performance Indicator, or for Performance Indicators which are not Nominated Performance Indicators, for the purposes of determining the Operator's performance against that Performance Indicator, provided that:
- 14.5.1 achieving such a PI Achieve Benchmark would require the Operator to acquire any rolling stock in addition to the Vehicles; and
 - 14.5.2 the requirement to acquire such additional rolling stock has not been caused or contributed to by any failure by the Operator to operate and maintain the Vehicles in accordance with this Partnering Contract.
- 14.6 It shall be the responsibility of the Operator to demonstrate that it is entitled to relief under paragraph 14.5.

Deemed Performance

- 14.7 To the extent only that:
- 14.7.1 any GWRC System or any data held or generated by a GWRC System is required in order to measure the extent to which the Operator has met the

requirements of the Reliability KPI or the Punctuality KPI for the purposes of calculating a Performance Deduction;

- 14.7.2 such GWRC System or data is, at the relevant time, unavailable or materially inaccurate (except to the extent caused or contributed to by any act or omission of the Operator or any Operator Associate); and
- 14.7.3 as a result of the circumstances referred to in paragraph 14.7.2, it is not possible to accurately measure the extent to which the Operator has met the requirements of the Reliability KPI or the Punctuality KPI,

then, for the purposes of calculating the relevant Performance Deduction and the extent to which the Operator has complied with its obligations under this Partnering Contract in respect of the Reliability KPI or the Punctuality KPI (as applicable), the Operator shall be deemed to have met the requirements of Reliability KPI or the Punctuality KPI (as applicable).

Appendix 1 - Services Fees Table

Period ¹	Initial Passenger Services Fee \$	Initial Vehicle Services Fee \$	Passenger Services Fee - IFT Snapper Ticketing \$	Passenger Services Fee - RS1 Project Pre Priced Option \$	Vehicle Services Fee - RS1 Project Pre Priced Option \$	Passenger Services Fee - both IFT Snapper Ticketing and RS1 Project Pre Priced Option \$	Vehicle Services Fee - both IFT Snapper Ticketing and RS1 Project Pre Priced Option \$
1 July 2016 to 30 June 2017 (2016/17)							
1 July 2017 to 30 June 2018 (2017/18)							
1 July 2018 to 30 June 2019 (2018/19)							
1 July 2019 to 30 June 2020 (2019/20)							
1 July 2020 to 30 June 2021 (2020/21)							
1 July 2021 to 30 June 2022 (2021/22)							
1 July 2022 to 30 June 2023 (2022/23)							
1 July 2023 to 30 June 2024 (2023/24)							
1 July 2024 to 30 June 2025 (2024/25)							
1 July 2025 to 30 June 2026 (2025/26)							
1 July 2026 to 30 June 2027 (2026/27)							
1 July 2027 to 30 June 2028 (2027/28)							
1 July 2028 to 30 June 2029 (2028/29)							
1 July 2029 to 30 June 2030 (2029/30)							
1 July 2030 to 30 June 2031 (2030/31)							
1 July 2031 to 30 June 2032 (2031/32)							

¹ The dollar amounts for each period are to be pro-rated in accordance with paragraphs 2.1 and 3.1.

Appendix 2 - Special Event Services Rates

EMU Trains	Applicable Rate Per Revenue Service Kilometre
First EMU of a Train providing Special Event Services	[REDACTED]
Second and each subsequent EMU comprising a Train providing Special Event Services	[REDACTED]
Carriage Trains	Applicable Rate Per Revenue Service Kilometre
Locomotive and first Carriage of a Train providing Special Event Services	[REDACTED]
Second and each subsequent Carriage of a Train providing Special Event Services	[REDACTED]
Security Personnel	Applicable Rate per person hour
Security personnel deployed for the Special Event Service	[REDACTED] on Public Holidays
	[REDACTED] on all other days

Appendix 3 - Rail Unit Timetable Change Rates

EMU Trains	Applicable Rate Per Revenue Service Kilometre
First EMU of a Train providing passenger services differing from the Scheduled Services	Weekdays: [REDACTED] Saturday: [REDACTED] Sunday & Public Holidays: [REDACTED]
Second and each subsequent EMU comprising a Train providing passenger services differing from the Scheduled Services	Weekdays: [REDACTED] Saturday: [REDACTED] Sunday & Public Holidays: [REDACTED]
Carriage Trains	Applicable Rate Per Revenue Service Kilometre
Locomotive and first Carriage of a Train providing passenger services differing from the Scheduled Services	Weekdays: [REDACTED] Saturday: [REDACTED] Sunday & Public holidays: [REDACTED]
Second and each subsequent Carriage of a Train providing passenger services differing from the Scheduled Services	Weekdays: [REDACTED] Saturday: [REDACTED] Sunday & Public Holidays: [REDACTED]

Appendix 4 - Assumed Trips Table

Ticket Type	Trips per Ticket
3 Day Weekend Rover	4
Adult 10 Trip	10
Adult Single	1
Child 10 Trip	10
Child Monthly	38
Child Single	1
Day Rover	2
Gold Pass	1
Group Rover	5
Metlink Explorer	2
Monthly	38
Off Peak	1
Priv 10 Trip	10
Priv Monthly	38
Priv Return	2
School Term	100
Stadium Tickets	2
Staff Travel	0
Strip Tickets	1
Trentham Races	2
Wairarapa Day Ex	2

Appendix 5 - Overall Heavy Maintenance Budget

Year	Initial Matangi C check budget \$	Initial SE Passenger Carriages D check budget \$	Initial SW Passenger Carriages D check budget \$	Total \$
1 July 2016 to 30 June 2017 (2016/17)				
1 July 2017 to 30 June 2018 (2017/18)				
1 July 2018 to 30 June 2019 (2018/19)				
1 July 2019 to 30 June 2020 (2019/20)				
1 July 2020 to 30 June 2021 (2020/21)				
1 July 2021 to 30 June 2022 (2021/22)				
1 July 2022 to 30 June 2023 (2022/23)				
1 July 2023 to 30 June 2024 (2023/24)				
1 July 2024 to 30 June 2025 (2024/25)				
1 July 2025 to 30 June 2026 (2025/26)				
1 July 2026 to 30 June 2027 (2026/27)				
1 July 2027 to 30 June 2028 (2027/28)				
1 July 2028 to 30 June 2029 (2028/29)				
1 July 2029 to 30 June 2030 (2029/30)				
1 July 2030 to 30 June 2031 (2030/31)				
1 July 2031 to 30 June 2032 (2031/32)				

Under paragraph 14.17 (*Operator's Rights and Responsibilities*) of Schedule 4 (*Vehicle Services*), the Operator acknowledges and agrees that its costs related to RS1 are already included in the Annual Heavy Maintenance Budget and the Overall Heavy Maintenance Budget. The Operator shall not be entitled to amend the Annual Heavy Maintenance Budget, the Overall Heavy Maintenance Budget or the amounts specified in the Heavy Maintenance Rate Card as a consequence of RS1.

Appendix 6 - Heavy Maintenance Rate Card

Fee per Matangi C Check

Check	Time	Distance	Fee
C1 Check	3 years	270,000km	[REDACTED]
C2 Check	6 years	540,000km	
C3 Check	9 years	810,000km	
C4 Check	12 years	1,080,000km	
C5 Check	15 years	1,350,000km	
C6 Check	18 years	1,620,000km	

Fee Per SE Passenger Carriages D Check

Check	Frequency	Distance	Fee
D1 Check		300,000km to 400,000km	[REDACTED]
D2 Check		600,000km to 800,000km	
D3 Check	25,000 hrs to 30,000 hrs		

Fee per SW Passenger Carriages D Check

Check	Frequency	Distance	Fee
D1 Check		300,000km to 400,000km	[REDACTED]
D2 Check		600,000km to 800,000km	
D3 Check	25,000 hrs to 30,000 hrs		

Appendix 7 - Additional Vehicle Services Rate Card

Rates for Exceptional Repair Work

Requirement	Unit	Rate
Tradesman	Per Person Hour	
Professional Engineer	Per Person Hour	
Parts	Margin %	
Outsourcing	Margin %	

Rates for Additional Modification Services

Requirement	Unit	Rate
Tradesman	Per Person Hour	
Professional Engineer	Per Person Hour	
Parts	Margin %	
Outsourcing	Margin %	

Appendix 8 - NFI Event Rate Card

Rates for NFI Event

Requirement	Unit	Rate
Tradesman	Per Person Hour	
Professional Engineer	Per Person Hour	
All other reasonable direct incremental costs properly incurred (see paragraphs 13.1.2 and 13.1.3 of Schedule 16 (<i>Change Events and Net Financial Impact</i>))	Margin %	

Attachment Two – new Schedule 13 (IFT Programme)

1 Introduction

- 1.1 This Schedule sets out the scope of the Operator's role and obligations in regard to the IFT Programme for the purpose of:
- 1.1.1 describing the expected phases of the IFT Programme;
 - 1.1.2 describing the Operator's role and obligations during each phase; and
 - 1.1.3 providing information to allow the Operator to price the cost of its Services during each phase.
- 1.2 The scope of the Operator's role and obligations in regard to the IFT Programme described in this Schedule is also relevant to the Operator's obligations set out at:
- 1.2.1 Clauses 12.4 (*IFT System Equipment*), 15 (*Training requirements*), 31 (*Audit and inspection rights*), 48 (*Farebox Revenue and other Revenue*) and 70.5 (*IFT System data protection*) of this Partnering Contract;
 - 1.2.2 Schedule 3 (*Passenger Services*);
 - 1.2.3 Schedule 5 (*Planning, Reporting and Meetings*);
 - 1.2.4 Annexure 3 (*Customer Communication and Information Systems*); and
 - 1.2.5 Annexure 6 (*Fares, Ticketing and Enforcement Requirements*).

2 Background and indicative dates

- 2.1 The 2014 Regional Public Transport Plan identifies the introduction of a new fares and ticketing system across the Wellington Public Transport Network as a major initiative.
- 2.2 The IFT Programme comprises the following:
- 2.2.1 fare structure review and simplification;
 - 2.2.2 planning, procurement and implementation of the Snapper System (as part of the IFT System) for use on all Scheduled Services and Special Event Services that will be:
 - (a) implemented on the Rail Unit; and
 - (b) form part of the Snapper System operating across the Wellington Public Transport Network; and
 - 2.2.3 planning, procurement, development, testing and implementation of the NTS (as part of the IFT System) for use on all Scheduled Services and Special Event Services that will be:
 - (a) implemented on all PTOM Units; and

- (b) integrated across the Wellington Public Transport Network.
- 2.3 GWRC is responsible for completing the fare structure review and simplification and for the planning, procurement and funding of the IFT System.
- 2.4 The Operator shall:
 - 2.4.1 co-operate with GWRC in relation to the implementation of the IFT Programme;
 - 2.4.2 provide reasonable support and assistance to GWRC; and
 - 2.4.3 comply with its obligations set out in this Schedule 13,
to ensure that the IFT Programme delivers GWRC’s objectives set out at paragraph 2.5.
- 2.5 GWRC’s objectives for the IFT Programme are:
 - 2.5.1 that customers using the Wellington Public Transport Network will:
 - (a) experience a modern, effective and efficient integrated public transport network that contributes to sustainable economic growth, increased productivity and provides for the social needs of the community;
 - (b) use integrated fares and ticketing across all PTOM Units;
 - (c) pay one fare and use consistent fare media (e.g. a smartcard) for a customer journey irrespective of whether the journey involves more than one PTOM Unit;
 - (d) use standardised but more flexible fare products;
 - (e) use simpler and more effective fares designed to make free transfer between PTOM Units easier without fare transfer penalties;
 - (f) experience a quicker boarding of some services; and
 - (g) experience improved operational efficiency;
 - 2.5.2 that in regard to the Rail Unit, GWRC and the Operator will experience:
 - (a) improved revenue collection;
 - (b) increased patronage; and
 - (c) improved data collection to assist the monitoring of revenue collection, patronage and the customer travel experience.
- 2.6 The revised indicative key dates that GWRC is working to in regard to the IFT Programme are set out in the table below. Each of these dates is indicative only and remains subject to change at the discretion of GWRC.

Phase	Task	Indicative dates for IFT Programme
IFT One	Fare structure review process commences	From Commencement Date and ongoing
	Snapper System:	
	Snapper Pilot on Johnsonville Line	November 2021
	Expansion of Snapper to all Lines approved	April 2022
	Snapper goes live on Kapiti Line	12 November 2022
	Snapper goes live on the Melling Line, Hutt Valley Line and Wairarapa Line	27 November 2022
	Off-board paper ticket sales cease	December 2022
	Community Services Card concessions start	February 2023
	NTS System:	
	NTS Master Services Agreement signed	September 2022
	GWRC (NTS) Transitional Preliminary Design Review	February 2023
	GWRC (NTS) Transition Critical Design Review	January 2024
	GWRC (NTS) Field Test or Pilot Complete	November 2024
IFT Two	GWRC (NTS) Go Live Full Roll out complete – Rail Unit	January 2025

3 IFT Programme phases

3.1 The Operator's role in regard to the IFT Programme will be separated into the following phases:

- 3.1.1 **IFT Phase One:** covering the period from the date of this Partnering Contract until the earlier of the NTS Implementation Date and the Termination Date; and
- 3.1.2 **IFT Phase Two:** covering the period from and including the NTS Implementation Date until the Termination Date.
- 3.2 The indicative date for the end of IFT Phase One and commencement of IFT Phase Two is not yet known but it is unlikely to be prior to January 2025, although this remains subject to change at GWRC's discretion.
- 3.3 Prior to IFT Phase Two commencing, the parties will review the scope of the Operator's role during IFT Phase Two and GWRC may issue a GWRC initiated Minor Contract Variation Notice or Variation Proposal in accordance with section 5 or 6 of Schedule 16 (*Change Events and Net Financial Impact*).
- 3.4 For the avoidance of doubt it is agreed that:
 - 3.4.1 IFT Phase Two shall not commence and the NTS Implementation Date shall not be confirmed by GWRC until either:
 - (a) GWRC has issued a Variation Order following completion of the process at section 5 or 6 of Schedule 16 (*Change Events and Net Financial Impact*), or
 - (b) the Parties have agreed the terms and conditions of, and executed, a deed of variation setting out any agreed changes to the Operator's role and obligations during IFT Phase Two and recording the Parties agreement as to the Net Financial Impact (if any) as a consequence of the change, and
 - 3.4.2 in accordance with the document entitled "Deed of Variation: Snapper on Rail" made between the Parties, from the Effective Date (Deed of Variation: Snapper on Rail) all provisions in this Partnering Contract related to the IFT Programme Pre Priced Option (as defined in the Partnering Contract prior to the Effective Date (Deed of Variation: Snapper on Rail)) will no longer apply and are either deleted or amended to the effect that:
 - (a) the IFT Programme Implementation Fee (as defined in the Partnering Contract prior to the Effective Date (Deed of Variation: Snapper on Rail)) is no longer payable and will not be claimed;
 - (b) the provisions relevant to the IFT Programme Pre Priced Option (as defined in the Partnering Contract prior to the Effective Date (Deed of Variation: Snapper on Rail)) and associated adjustments to the Passenger Services Fee and the Vehicle Services Fee referred to in paragraph 4.5.2 of Schedule 16 (*Change Events and Net Financial Impact*) no longer apply, and

- (c) paragraphs 2 and 3 of Schedule 6 (*Financial and Performance Regime*) and the Services Fees Table at Appendix One of Schedule 6 are amended with effect from the Snapper Implementation Fee Change Date.

4 Scope of Operator's role in regard to IFT Programme

4.1 The tables in the Appendices to this Schedule 13 set out the scope of the Operator's role broken down by the different activities required during each of the phases of the IFT Programme. The Operator shall comply with the requirements set out in the columns entitled "Scope of Operator's role" in:

4.1.1 Appendix A (*IFT Phase One*) during IFT Phase One;

4.1.2 Appendix B (*IFT Phase Two*), but only if, prior to the NTS Implementation Date, GWRC has issued an approved Variation Order or the Parties have agreed the terms and conditions of a deed of variation as described at paragraph 3.4.1 (b).

4.2 The Parties acknowledge and agree that:

4.2.1 payments in respect of the activities and the scope of the Operator's role during IFT Phase One until the Snapper Implementation Fee Change Date shall form part of the Initial Passenger Services Fee and Initial Vehicle Services Fee and the Operator shall not be entitled to any additional payment in respect of the performance of such activities;

4.2.2 the activities and scope of the Operator's role from the Snapper Implementation Fee Change Date result in changes to the activities and scope of the Operator's role during IFT Phase One and as a consequence the Parties have agreed an adjustment to the Passenger Services Fee with effect from the Snapper Implementation Fee Change Date (as set out at paragraph 2 of Schedule 6 (*Financial and Performance Regime*));

4.2.3 prior to the NTS Implementation Date, the activities and scope of GWRC's and the Operator's respective roles during IFT Phase Two shall be reviewed and any agreed changes shall be set out in either a Variation Order or deed of variation completed in accordance with paragraph 3.4.1, such Variation Order or deed of variation to also record any associated Net Financial Impact, including, (if agreed) any adjustment to the Passenger Services Fee and Vehicle Services Fee and (if agreed) any IFT Phase Two Implementation Fee; and

4.2.4 notwithstanding anything to the contrary in this Partnering Contract, GWRC is not obliged to implement the NTS or to proceed with IFT Phase Two and GWRC's decision not to proceed with IFT Phase Two or not to implement the NTS (or any other replacement):

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- (a) shall be deemed not to be an act or omission by GWRC (including a breach of contract) under or in connection with this Partnering Contract; and
- (b) shall not entitle the Operator to make any Claim against GWRC.

Appendix A - IFT Phase One

The Parties acknowledge and agree that:

- (a) the scope of the Operator's role set out in this Appendix A up to (but excluding) the Snapper Implementation Fee Change Date, is included within the Initial Passenger Services Fee and the Initial Vehicle Services Fee; and
- (b) the scope of the Operator's role set out in this Appendix A from (and including) the Snapper Implementation Fee Change Date, is included within the Passenger Services Fee and the Vehicle Services Fee set out in relevant columns (as applicable) of the Services Fee Table

IFT Phase One		
Nature of activity	Scope of Operator's role:	Scope of GWRC's role
IFT System planning	<ol style="list-style-type: none"> 1. Ensure that the Operator participates in all IFT System planning meetings from the date of this Partnering Contract (subject to reasonable prior notice of such meetings being given by GWRC); 2. Ensure that the Operator and the relevant Operator Associates provide their views in regard to the specification for the IFT System applicable to the Rail Unit, the planned procurement of the IFT System and all matters relevant to IFT System planning and promptly conveys such views to GWRC; 3. contribute to formulating transition arrangements for the IFT System; 4. ensure that the Operator promptly provides such information and advice as GWRC may reasonably require in connection with the IFT System, the procurement process relating to the IFT System and the terms of the contract that GWRC will enter into for the supply of the IFT System; 	<ol style="list-style-type: none"> 1. Plan the IFT Programme and coordinating input from all stakeholders, including the Operator; 2. run workshops with the Operator to review and define operational and financial reports for use in planning, provision of services, revenue collection and other purposes; and 3. develop transition planning to be implemented for the IFT System.

IFT Phase One		
Nature of activity	Scope of Operator's role:	Scope of GWRC's role
	<ol style="list-style-type: none"> 5. provide details of any operational impacts expected to arise from the implementation of the IFT System; 6. provide details of any systems or equipment of the Operator's which will be required to interface with the IFT System; 7. share operational knowledge and data from the Operator's experience, if any, of working with other integrated and electronic ticketing systems; 8. provide details of consequences on this Partnering Contract of each option considered as part of the IFT Programme, including but not limited to different methods of fare collection and enforcement; 9. develop in consultation with GWRC, and consistent with GWRC's transition planning in respect of the IFT Programme to cover all operational impacts of IFT System implementation; and 10. take part in workshops with GWRC to review and define operational and financial reports for use in planning, provision of services, revenue collection and other purposes. 	
Procurement of IFT System	<ol style="list-style-type: none"> 1. assist with providing input on the iterative changes to the specification of the IFT System and the overall IFT Programme scope during the procurement process. 	<ol style="list-style-type: none"> 1. award the contract(s) for the IFT System and enter into a contract with the IFT System Provider.
Design and build the IFT System	<ol style="list-style-type: none"> 1. Ensure that the Operator provides any comments if requested by GWRC on each iterative design of 	

IFT Phase One		
Nature of activity	Scope of Operator's role:	Scope of GWRC's role
	<p>the IFT System, including from the perspective of ensuring efficient functioning of the Rail Unit, ease of use and access for customers and ability to enforce ticket revenue collection; and</p> <p>2. provide input on any operational issues with the proposed physical location or functioning of the IFT System Equipment.</p>	
Install, commission and test the IFT System Equipment	<ol style="list-style-type: none"> 1. Permit the IFT System Provider to access the Operator's premises to install, commission, test and monitor the IFT System Equipment and provide electricity and data connections for this purpose; 2. promptly provide details of any faults with the IFT System during installation, commissioning and testing; 3. integrate any equipment of the Operator and the Operator Associates with the IFT System only in accordance with clause 12.4.3 of this Partnering Contract; 4. take part in any testing and commissioning of the ticketing and revenue protection functions of IFT System requested by GWRC; and 5. ensure that the Operator is involved in and co-ordinates the required Operator contribution to the management of the contract that GWRC will enter into for the supply of the IFT System, including in regard to installation at Stations, testing and commissioning of all aspects of the IFT System and 	Enter into a contract(s) with the IFT System Provider to install, commission and test the IFT System.

IFT Phase One		
Nature of activity	Scope of Operator's role:	Scope of GWRC's role
	assisting GWRC in the management of the support obligations of the IFT System.	
Operator staff training	Provide training and all relevant information to its employees responsible for selling, issuing and checking tickets to enable them to implement the provisions of this Schedule 13 (<i>IFT Programme</i>) and Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>) in accordance with clause 15 (<i>Training Requirements</i>) of this Partnering Contract.	Provide the Operator with relevant information to undertake staff training.
Fare structure	<ol style="list-style-type: none"> 1. Provide input into the annual fare review process; 2. implement all iterative changes to the fare structure and sell only those fare products referred to in Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>); 3. provide training and all relevant information to its employees responsible for selling, issuing and checking tickets to enable them to understand the fare structure and fare products, and any changes; 4. support GWRC in the rationalisation of current rail tickets and fare products, including assisting in the planning and implementation of programmes for the phased withdrawal of fare products (which will be replaced by fare products defined under the IFT Programme); 5. contribute to the finalisation of and implement the GWRC Fare Media Transition Plan; 	<ol style="list-style-type: none"> 1. Carry out an assessment of all fare structure and fare products available; 2. decide and approve the changes required to the fare structure and fare products; 3. provide all relevant information to the Operator required to enable the fare structure to be implemented, including any changes to Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>); 4. develop and lead the GWRC Fare Media Transition Plan; and 5. provide Operator with relevant information to undertake staff training where required.

IFT Phase One		
Nature of activity	Scope of Operator's role:	Scope of GWRC's role
	<ol style="list-style-type: none"> 6. actively engage in communicating fares and fare product information to customers throughout the fare transition associated with the IFT Programme in accordance with the requirements of the GWRC Fare Media Transition Plan and Annexure 3 (<i>Customer Communications and Information Systems</i>); and 7. promptly provide to GWRC feedback received from customers on the fare structure and fare products. 	
Ticketing	<ol style="list-style-type: none"> 1. Sell tickets and collect Farebox Revenue on behalf of GWRC in accordance with clause 48 (<i>Farebox Revenue and other Revenue</i>) of this Partnering Contract and Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>); 2. manage the procurement and stocks of current rail tickets in accordance with GWRC's requirements; 3. provide and manage staff in Ticket Offices to undertake ticket sales and customer service; and 4. contract with Ticket Agents for sale of tickets in accordance with clause 48.23. 5. terminate Ticket Agent Agreements from the Snapper Implementation Date 	<ol style="list-style-type: none"> 1. Undertake the rationalisation of rail tickets and fare products towards the phased withdrawal of products; 2. provide to the Operator any updates to Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>) relating to ticketing changes; 3. operate the Metlink website which provides for ticketing and customer service; and 4. operate the Metlink call centre which provides for ticketing and customer service.
Revenue collection and payment to GWRC	<ol style="list-style-type: none"> 1. Comply with the Operator's obligations in clause 48 (<i>Farebox Revenue and other Revenue</i>) of this Partnering Contract; 	

IFT Phase One		
Nature of activity	Scope of Operator's role:	Scope of GWRC's role
	<ol style="list-style-type: none"> 2. provide farebox reports in accordance with Schedule 5 (<i>Planning, Reporting and Meetings</i>); and 3. support GWRC in the planning and implementation of the programme for the phased withdrawal of existing revenue collection activities (which will be replaced under the IFT Programme) and in the planning for revised revenue collection roles. 	
Enforcement	<ol style="list-style-type: none"> 1. Comply with the Operator's revenue protection and enforcement obligations in paragraphs 3.58 to 3.60 and paragraph 3.63 of Schedule 3 (<i>Passenger Services</i>) and Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>); 2. comply with the Revenue Protection and Customer Service Plan referred to in paragraph 1.3.12 of Appendix 1 of Schedule 5 (<i>Planning, Reporting and Meetings</i>); 3. provide the Monthly Revenue Protection Report referred to in paragraph 3.1.8(e) of Schedule 5 (<i>Planning, Reporting and Meetings</i>); 4. support GWRC's input to seeking legislative changes to enable the enhancement of revenue protection and enforcement powers, and amend revenue protection and enforcement functions and plans to fully exploit enhanced powers as they become available; 5. provide feedback on the relative success and outcomes of each method of ticket revenue protection 	<ol style="list-style-type: none"> 1. Provide to the Operator any updates to Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>), including protection and enforcement updates resulting from changes to the legislative framework for protection and enforcement; and 2. approve the plan for staff transition to revised IFT Phase Two roles, at GWRC's discretion.

IFT Phase One		
Nature of activity	Scope of Operator’s role:	Scope of GWRC’s role
	<p>and enforcement, including any suggested improvements to the system to allow greater collection of ticket revenue and efficiency of the service;</p> <p>6. ensure that all revenue enforcement staff are adequately trained and wear proper uniforms in accordance with clauses 15 (<i>Training requirements</i>) and 16 (<i>Branding, uniforms and livery</i>) of this Partnering Contract; and</p> <p>7. produce a plan for GWRC's approval for staff transition to revised revenue and protection enforcement roles and include these details in the Revenue Protection and Customer Service Plan in accordance with the procedure in Schedule 5 (<i>Planning, Reporting and Meetings</i>).</p>	

Appendix B - IFT Phase Two

IFT Phase Two		
Nature of activity	Scope of Operator's role (indicative only). NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1	Scope of GWRC's role (indicative only). NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1
IFT Programme operations and planning	To be established via Variation Order or deed of variation prior to NTS Implementation Date	Operate the IFT Programme and IFT System.
Branding of the IFT System	To be established via Variation Order or deed of variation prior to NTS Implementation Date	Responsible for all aspects of the IFT System brand including design, procurement, distribution, print, communication with customers and training requirements.
Marketing of IFT System	To be established via Variation Order or deed of variation prior to NTS Implementation Date	<ol style="list-style-type: none"> 1. Lead and coordinate all IFT Programme marketing and communication activities; 2. provide Operator with relevant information to undertake staff training; and 3. develop a media policy.
Operator staff training	To be established via Variation Order or deed of variation prior to NTS Implementation Date	<ol style="list-style-type: none"> 1. Provide the Operator with relevant information to undertake staff training; and 2. fund and provide training to identified trainers employed by the Operator (ie: 'train the trainer') in accordance with clause 15 (<i>Training Requirements</i>) of this Partnering Contract.
Fare structure	To be established via Variation Order or deed of variation prior to NTS Implementation Date	<ol style="list-style-type: none"> 1. Carry out regular assessments of all types of fares available; 2. assess new options for fare structure and type;

IFT Phase Two		
Nature of activity	Scope of Operator's role (indicative only). NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1	Scope of GWRC's role (indicative only). NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1
		<ol style="list-style-type: none"> 3. determine changes required to fare structure and types; 4. develop and lead the GWRC Fare Media Transition Plan; and 5. provide all relevant information to the Operator required to enable the updated fare structure to be implemented, including any updates to Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>) and any information required by the Operator to train staff.
Ticketing	To be established via Variation Order or deed of variation prior to NTS Implementation Date	<ol style="list-style-type: none"> 1. Responsible for all IFT System Equipment (other than the Operator IFT System Equipment for which the Operator retains responsibility under clause 12.4 (<i>IFT System Equipment</i>)); 2. contract with retail outlets for sale of tickets / other fare media; 3. manage and provide all IFT System Equipment and online facilities for top-ups and fare media management; 4. undertake the rationalisation of rail tickets and fare products towards the phased withdrawal of products; 5. provide to the Operator any updates to Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>) relating to ticketing changes;

IFT Phase Two		
Nature of activity	Scope of Operator's role (indicative only).	Scope of GWRC's role (indicative only).
	<p>NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1</p>	<p>NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1</p>
		<ol style="list-style-type: none"> 6. operate the Metlink website which provides for ticketing and customer service; and 7. operate the Metlink call centre which provides for ticketing and customer service.
Revenue collection and payment to GWRC	To be established via Variation Order or deed of variation prior to NTS Implementation Date	Generate a daily report of ticket sales and top-ups as required by Schedule 5 (<i>Planning, Reporting and Meetings</i>).
IFT System Equipment support	To be established via Variation Order or deed of variation prior to NTS Implementation Date	<ol style="list-style-type: none"> 1. Provide the Operator IFT System Equipment and undertake repairs in accordance with clauses 12 (<i>Wellington Network, Vehicles, assets and systems used in provision of Services</i>) and 20 (<i>GWRC Provision of Wellington Station, GWRC Assets and GWRC Systems</i>) of this Partnering Contract; 2. develop real time system generated service failure alert/reporting for all IFT System Equipment; 3. provide appropriate training to Operator maintenance staff in accordance with clause 15 (<i>Training Requirements</i>) to allow the Operator to fulfil its maintenance responsibilities; 4. develop procedures for the Operator to follow in respect of first line maintenance and

IFT Phase Two		
Nature of activity	Scope of Operator's role (indicative only). NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1	Scope of GWRC's role (indicative only). NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1
		operation of the Operator IFT System Equipment; and 5. carry out independent audits of the IFT System and provide the results, to the extent relevant, to the Operator in accordance with clause 31 (<i>Audit and inspection rights</i>) of this Partnering Contract.
Financial and Performance Regime	Comply with Schedule 6 (<i>Financial and Performance Regime</i>)	Comply with Schedule 6 (<i>Financial and Performance Regime</i>).
Enforcement	To be established via Variation Order or deed of variation prior to NTS Implementation Date	Develop the GWRC Revenue Protection Strategy and incorporate revenue protection and enforcement functions in Annexure 6 (<i>Fares, Ticketing and Enforcement Requirements</i>).
IFT System enhancements	To be established via Variation Order or deed of variation prior to NTS Implementation Date	Follow the procedure set out in Schedule 16 (<i>Change Events and Net Financial Impact</i>) in respect of any Contract Variations resulting from IFT System enhancements.
Privacy and data	To be established via Variation Order or deed of variation prior to NTS Implementation Date	<ol style="list-style-type: none"> 1. Manage user data and meet all privacy compliance requirements in respect of such data; 2. formulate IFT System privacy policy and protocols; 3. provide Operator with relevant information to undertake staff training where required; and

IFT Phase Two		
Nature of activity	Scope of Operator’s role (indicative only). NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1	Scope of GWRC’s role (indicative only). NOTE: Scope to be reviewed and updated prior to the NTS Implementation Date and changes recorded in either an approved Variation Order or deed of variation completed in accordance with paragraph 3.4.1
		4. provide the Operator with access to the IFT System data
Return of Snapper System (and associated IFT System Equipment)	To be established via Variation Order or deed of variation prior to NTS Implementation Date	To be established via Variation Order or Deed of Variation prior to NTS Implementation Date

Attachment Three – new Annexure 6 (Fares, Ticketing and Enforcement Requirements)

Annexure 6

Fares, Ticketing and Enforcement Requirements

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1. Purpose of this Annexure

1.1 This Annexure sets out the requirements in respect of fares, ticketing and enforcement measures that GWRC requires PTOM Operators to comply with under the Partnering Contract made between GWRC and that PTOM Operator. The issues addressed in this Annexure are as follows:

1.1.1 Fares - sets out the terms and conditions associated with public transport fares in the Wellington region;

1.1.2 Ticketing - sets out the methods of ticketing and revenue collection to be used by PTOM Operators; and

1.1.3 Enforcement - sets out the revenue protection processes and controls used to minimise fare evasion and avoidance.

2. Definitions used in this Annexure

2.1 Capitalised terms used in this Annexure are as defined in the Regional Agreement, or in the relevant Partnering Contract.

3. Process for changing this Annexure

3.1 Any changes to the requirements set out in this Annexure shall occur in accordance with the change process for PT Network Documents set out in the Regional Agreement.

4. Fares

4.1 The PTOM Operator must implement and comply with, and charge fares in accordance with, the GWRC Fare Media Transition Plan and in the case of Bus Units, the GWRC Revenue Protection Policy (Bus).

5. IFT Programme and IFT System

Rail Unit

5.1 The following paragraphs 5.2 to 5.3 relate only to the Rail Operator.

5.2 Schedule 13 (*IFT Programme*) sets out an overview of the IFT Programme and the Rail Operator's role in the development and implementation of the IFT Programme.

5.3 It is anticipated that the IFT Programme will impact on fares, ticketing and enforcement in the following manner:

5.3.1 *Fares*: in IFT Phase One and IFT Phase Two there will be a progressive change and rationalisation of the fares and fare products, details of which are set out in the GWRC Fare Media Transition Plan.

5.3.2 *Ticketing*: on and from the ETS Implementation Date, the Rail Operator will have a more limited role in ticketing.

- 5.3.3 *Enforcement:* on and from the ETS Implementation Date, the revenue enforcement methodology will be as set out in paragraph 7 with the main difference being that GWRC warranted officers (appointed by and employed by GWRC) will be engaged in all elements of enforcement.

Bus Units

- 5.4 The following paragraphs 5.5 to 5.7 relate only to Bus Operators.
- 5.5 Clauses 11.2.10, 13.6 and 13.7 of the relevant Partnering Contract provide for the Bus Operator's role in the development and implementation of the IFT Programme.
- 5.6 It is anticipated that the IFT Programme will impact on ticketing, enforcement and fares in the following manner:
- 5.6.1 *Ticketing:* on and from the Commencement Date, an electronic ticketing system will be implemented on all Bus Operators' Vehicles. As part of the IFT Programme, the ticketing solution may change and require upgrade as explained further in clause 11.2.10 of the Bus Partnering Contract and Annexure 20 (*Ticketing System*).
- 5.6.2 *Enforcement:* the revenue enforcement methodology will be as set out in paragraph 7.
- 5.6.3 *Fares and fare products:* there will be a progressive change and rationalisation of the fares and fare products, details of which are set out in the GWRC Fare Media Transition Plan.
- 5.7 The Ticketing System comprises the following:
- 5.7.1 [This will be inserted following the execution of the Rail Partnering Contract in accordance with clause 75.3].

6. Ticketing

- 6.1 This section sets out the methods of ticketing and collection of Farebox Revenue to be implemented by the PTOM Operator.

Rail Unit

- 6.2 The following paragraphs 6.3 to 6.6 relate only to the Rail Operator.
- 6.3 The following paragraphs (inclusive) shall apply:
- 6.3.1 at all times from the Commencement Date, paragraphs 6.1 to 6.6;
- 6.3.2 from the Commencement Date up to and including the earlier of the Snapper Implementation Date and the Termination Date, paragraphs 6.17 to 6.21; and
- 6.3.3 on and from the Snapper Implementation Date until the Termination Date, paragraphs 6.22 to 6.33.

- 6.4 The process for depositing and transferring Farebox Revenue is set out in clause 48 (*Farebox Revenue and other Revenue*) of the Rail Partnering Contract.
- 6.5 The Rail Operator shall comply with the GWRC Fare Media Transition Plan.
- 6.6 A ticket issued by or on behalf of the Rail Operator remains the property of GWRC at all relevant times.

Bus Units

- 6.7 The following paragraphs 6.8 to 6.16 relate only to Bus Operators.
- 6.8 Ticket media shall include paper tickets and electronic fare payment media.
- 6.9 The Bus Operator shall accept and collect Farebox Revenue on board Vehicles by the following means:
 - 6.9.1 allowing customers to tag on and off with an electronic fare payment device; and
 - 6.9.2 selling paper tickets to customers for cash payment.
- 6.10 All fare collection and ticketing must be recorded by the Bus Operator using the Operator Ticketing Equipment.
- 6.11 A ticket issued by or on behalf of a Bus Operator remains the property of GWRC at all relevant times.
- 6.12 The Operator shall not be responsible for the sale, reloading and renewing of electronic fare payment media.
- 6.13 The process for depositing and transferring Farebox Revenue is set out in clause 40 (*Farebox Revenue and other Revenue*) of the Bus Partnering Contract.
- 6.14 GWRC shall be responsible for developing the branding of the Ticketing System.
- 6.15 The Bus Operator shall sell and accept the fare products set out in and comply with the GWRC Fare Media Transition Plan at the prices and in accordance with the conditions set out therein.
- 6.16 The Bus Operator shall obtain from GWRC paper ticket rolls and maintain supply levels of other consumables used by the Operator in relation to the Ticketing System.

Until the Snapper Implementation Date Rail Unit

- 6.17 The following paragraphs 6.18 to 6.33 relate only to the Rail Operator.
- 6.18 The Rail Operator shall sell tickets and collect Farebox Revenue in accordance with the GWRC Fare Media Transition Plan.
- 6.19 The Rail Operator shall, and shall procure that all Ticket Agents:
 - 6.19.1 sell the fare products set out in the GWRC Fare Media Transition Plan at the prices set out therein;

- 6.19.2 procure and keep sufficient stocks of paper tickets that meet GWRC's requirements; and
- 6.19.3 keep accurate records of all paper ticket stock ordered, held and sold and report to GWRC in the revenue reports referred to in Schedule 5 all paper tickets which are lost, stolen or not accounted for in the Rail Operator's records.
- 6.20 Revenue collection and transfer to the Farebox Account shall be in accordance with clause 48 (*Farebox Revenue and other Revenue*) of the Rail Partnering Contract.
- 6.21 The Rail Operator shall bear the cost associated with ticket sales, including:
 - (a) ticketing staff;
 - (b) credit card fees;
 - (c) Ticket Agent commission;
 - (d) costs for collecting and depositing revenue into the Farebox Account;
 - (e) equipment required in order to carry out ticket sales, including EFTPOS machines; and
 - (f) any other costs relating to ticket sales.

On and from the Snapper Implementation Date - Rail Unit

- 6.22 The Rail Operator shall sell tickets and collect Farebox Revenue in accordance with the GWRC Fare Media Transition Plan.
- 6.23 [not used]
- 6.24 [not used]
- 6.25 If buses are used as an alternative transport arrangement in accordance with the Rail Partnering Contract:
 - 6.25.1 where such buses are not IFT Compatible, the Rail Operator ensure that best endeavours have been used to procure IFT Compatible vehicles,
 - 6.25.2 the Rail Operator shall, in the case of IFT Compatible vehicles, ensure that Rail Operator staff sell cash fares to any customers that do not have Snapper cards, ensure that the Snapper Ticketing Equipment (or any replacement IFT System Equipment) has been turned on and is ready for use so that customers are able to tag on and off the vehicle, that customers boarding tag on and off the vehicle, and that the driver is checking that all customers either tag on or have purchased a paper ticket prior to boarding the replacement service.
- 6.26 [not used]
- 6.27 [not used]
- 6.28 Fare media may be supplied by either GWRC or third parties.

- 6.29 Fare media may be sold and reloaded/renewed by the Operator at all Ticket Offices.
- 6.30 Fare media may be sold and reloaded/renewed by other IFT System Equipment, on-line and through the Metlink call centre, each of which shall be GWRC's responsibility.
- 6.31 [not used]
- 6.32 The Rail Operator shall not permit any anti-public transport advertising or messaging to be printed on paper ticket media. The Rail Operator shall seek GWRC's consent to use the reverse of paper ticket media for advertising / messaging.
- 6.33 GWRC shall be responsible for developing the branding of the IFT System.

7. Enforcement

Background - Rail Unit

- 7.1 The following paragraphs 7.2 to 7.6 relate only to the Rail Operator.
- 7.2 [not used]
- 7.3 Revenue protection covers the activities for ensuring that people travelling on public transport have paid the appropriate fare to travel. Revenue protection is a series of processes and controls that are implemented to ensure that fare evasion and avoidance are minimised and that all revenues collected are fully accounted for and are applied to the intended parties.

Revenue protection obligations - Rail Unit

- 7.4 The Rail Operator shall minimise fare evasion by:
 - 7.4.1 providing a visible and effective deterrent to committing Ticket Offences;
 - 7.4.2 on and from the Snapper Implementation Date:
 - (a) working with GWRC employed warranted officers to enforce Ticket Offences;
 - (b) employing train managers and passenger operators to assist GWRC employed warranted officers to enforce Ticket Offences; and
 - (c) implementing and complying with the GWRC Revenue Protection Strategy.
- 7.5 The Rail Operator shall comply the Rail Operator's Revenue Protection and Customer Service Plan developed under Schedule 5 (*Planning, Reporting and Meetings*) and as updated to reflect and be consistent with the GWRC Revenue Protection Strategy.
- 7.6 The means of measuring the Rail Operator's compliance with its revenue protection obligations and the consequences of failure by the Rail Operator to comply with its

obligations are set out in Schedule 3 (*Passenger Services*) and Schedule 6 (*Financial and Performance Regime*).

7.7 [not used]

7.8 [not used]

7.9 [not used]

7.9.1 [not used]

7.9.2 [not used]

7.10 [not used]

7.10.1 [not used]

7.10.2 [not used]

7.11 [not used]

Background and acknowledgement - Bus Units

7.12 The following paragraphs 7.13 to 7.20 relate only to Bus Operators.

7.13 Revenue protection covers the activities for ensuring that people travelling on public transport have paid the appropriate fare to travel. Revenue protection is a series of processes and controls that are implemented to ensure that fare evasion and avoidance are minimised and that all revenues collected are fully accounted for and are applied to the intended parties.

7.14 The Operator acknowledges and agrees that GWRC may use the closed circuit television system installed on Vehicles in order to carry out revenue protection activities.

Revenue protection obligations - Bus Units

7.15 The Bus Operator shall minimise fare evasion by:

7.15.1 requiring drivers operating Vehicles to take steps to minimise and report Ticket Offences and to carry out the functions referred to in the GWRC Revenue Protection Policy (Bus);

7.15.2 implementing and complying with the GWRC Revenue Protection Policy (Bus);

7.15.3 take all reasonably practicable steps to ensure that passengers comply with the Conditions of Carriage to the extent that it relates to fares and tickets; and

7.15.4 give effect to the Partnering Principles in clause 2.8 (*Partnering Principles*) of the Bus Partnering Contract by working with GWRC to reduce Ticket Offences.

- 7.16 The Bus Operator shall comply with the Bus Operator's Revenue Protection Plan, developed under Schedule 5 (*Planning, Reporting and Meetings*) to reflect and be consistent with the GWRC Revenue Protection Policy (Bus).
- 7.17 The means of measuring the Bus Operator's compliance with its revenue protection obligations and the consequences of failure by the Bus Operator to comply with its obligations are set out in Schedule 5 (*Planning, Reporting and Meetings*) and Schedule 6 (*Financial and Performance Regime*).
- 7.18 The Bus Operator must take all reasonably practicable steps to ensure that passengers have a ticket valid for the Scheduled Service or Special Event Service on which the customer is travelling and that passengers do not commit a Ticket Offence by:
- 7.18.1 drivers ensuring that passengers either purchase a ticket or tag on using the Operator Ticketing Equipment as they board a Vehicle;
 - 7.18.2 if the passenger has a concession ticket, drivers requiring such passengers to provide the corresponding concession entitlement;
 - 7.18.3 in respect of electronic fare media, drivers monitoring passengers for their compliance with requirements of the Operator Ticketing Equipment, including monitoring any passengers who tag off at a Bus Stop which is not the Bus Stop at which the passenger alights from the Vehicle; and
 - 7.18.4 complying with the GWRC Fare Media Transition Plan and the GWRC Revenue Protection Policy (Bus).
- 7.19 If a customer has committed a Ticket Offence, the Bus Operator must comply with the GWRC Revenue Protection Policy (Bus).
- 7.20 For the purposes of determining whether a Ticket Offence has been committed:
- 7.20.1 a ticket is valid for a Trip or entry into a Designated Area if:
 - (a) any fare for the Trip or entry has been paid;
 - (b) the whole of the Trip or the entry is authorised on the face of the ticket;
 - (c) in the case of a concession ticket, it either itself constitutes, or is accompanied by, evidence of a current concession entitlement to rely on that ticket; and
 - (d) it is used in accordance with all other conditions for its use applicable in respect of that class of ticket;
 - 7.20.2 only the person who first uses a ticket for a Trip or an entry to a Designated Area is entitled to use that ticket for that Trip or entry and any subsequent Trip or entry to a designated area authorised by the ticket;
 - 7.20.3 a ticket is invalid if:

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- (a) it has been altered, defaced or mutilated in any material particular; or
 - (b) it becomes, or has been made, illegible in any material particular; or
 - (c) information stored in or on the ticket in an electronic chip has been altered or destroyed or made inaccessible in any material particular;
- 7.20.4 evidence of a concession entitlement is invalid if the card or other document which constitutes that evidence (other than a ticket):
- (a) has been altered, defaced or mutilated in any material particular; or
 - (b) becomes, or has been made, illegible in any material particular; and
- 7.20.5 other fare media is valid for a Trip or entry into a Designated Area if:
- (a) [This will be inserted following the execution of the Rail Partnering Contract in accordance with clause 75.3].



To: Wellington Regional Council and Greater Wellington Rail Limited (**Beneficiaries**)
PO Box 11646, Manners Street
Wellington 6142, New Zealand
fiona.abbott@gw.govt.nz

Attention: Fiona Abbott, Manager, Assets and Infrastructure
Cc: Matthew Chote, Principal Account Manager, Rail & Ferry

Date: 09 November 2022

Dear Fiona

**RAIL PARTNERING CONTRACT (PT0416) DEED OF VARIATION: SNAPPER ON RAIL
ACKNOWLEDGEMENT IN RESPECT OF PARENT COMPANY GUARANTEE**

Background

We refer to the Secondary Parent Company Guarantee dated 15 March 2016 (**Guarantee**) by which we, as the Secondary Guarantor, provided guarantees and indemnities in favour of the Beneficiaries to guarantee the performance of the Relevant Documents by Transdev Wellington Limited (company number 5164521) (**Operator**).

The Relevant Documents include the Partnering Contract in respect of the Greater Wellington Metro Rail Service (reference PT0416) dated 10 March 2016 (**Partnering Contract**).

This acknowledgement has been requested by the Beneficiaries, in accordance with clause 6.2 of the Guarantee, in respect of the deed of variation to the Partnering Contract entitled "Deed of Variation: Snapper on Rail" made between the Beneficiaries and the Operator and dated on or about the date of this acknowledgement (**Deed of Variation**).

Unless otherwise defined in this letter, capitalised terms used in this letter have the same meaning given to those terms in the Guarantee.

Acknowledgement

We hereby acknowledge and agree that, pursuant to clause 6.1 of the Guarantee, our obligations and liabilities under the Guarantee and the guarantees and indemnities

TRANSDEV GROUP
Share Capital: 1,206,035,927.20 €
Registered office:
Immeuble Crystal – 3 Allée de Grenelle – 92130 Issy-Les-Moulineaux (France)
521 477 851 RCS NANTERRE

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contained in it extend to any amendment, variation, increase, extension or addition (in each case, however fundamental) from time to time of or to the Relevant Documents or the Guaranteed Obligations, past and future, whether or not we provide any express acknowledgement of the same.

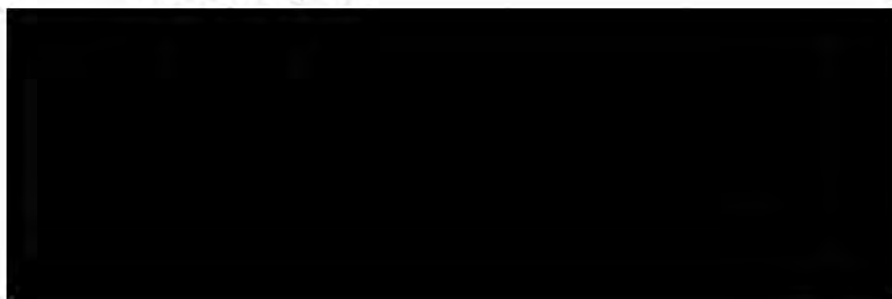
However, because the amendments and variations to the Partnering Contract effected under the Deed of Variation are made by way of deed, rather than as a Contract Variation or a Minor Contract Variation under Schedule 16 of the Partnering Contract, the Beneficiaries have requested that we, as Secondary Guarantor give this acknowledgement pursuant to clause 6.2 of the Guarantee.

Accordingly, we acknowledge and confirm in respect of the Deed of Variation (including the amendments and variations to the Partnering Contract effected thereunder):

1. such amendments and variations do not release, prejudice, impair or discharge any of our obligations or liabilities under the Guarantee; and
2. to the extent that the amendments or variations increase, vary or amend the obligations or liabilities of the Operator under the Relevant Documents, we consent to the same and confirm that our obligations and liabilities under the Guarantee shall be similarly increased, varied and amended.

Yours faithfully

Authorized signatory





To: Wellington Regional Council and Greater Wellington Rail Limited (**Beneficiaries**)
PO Box 11646, Manners Street
Wellington 6142, New Zealand
fiona.abbott@gw.govt.nz

Attention: Fiona Abbott, Manager, Assets and Infrastructure

Cc: Matthew Chote, Principal Account Manager, Rail & Ferry

Date: 21 November 2022

Dear Fiona

RAIL PARTNERING CONTRACT (PT0416) DEED OF VARIATION: SNAPPER ON RAIL

ACKNOWLEDGEMENT IN RESPECT OF PARENT COMPANY GUARANTEE

Background

We refer to the Primary Parent Company Guarantee dated 10 March 2016 (**Guarantee**) by which we, as the Primary Guarantor, provided guarantees and indemnities in favour of the Beneficiaries to guarantee the performance of the Relevant Documents by Transdev Wellington Limited (company number 5164521) (**Operator**).

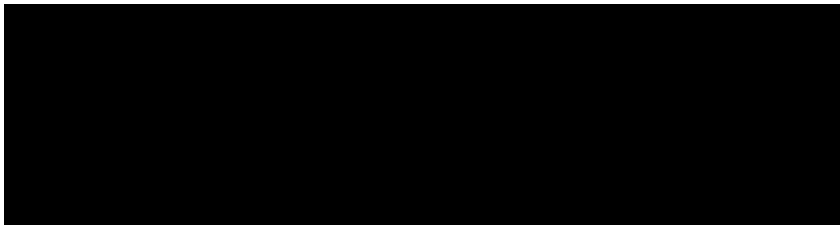
The Relevant Documents include the Partnering Contract in respect of the Greater Wellington Metro Rail Service (reference PT0416) dated 10 March 2016 (**Partnering Contract**).

This acknowledgement has been requested by the Beneficiaries, in accordance with clause 6.2 of the Guarantee, in respect of the deed of variation to the Partnering Contract entitled "Deed of Variation: Snapper on Rail" made between the Beneficiaries and the Operator and dated on or about the date of this acknowledgement (**Deed of Variation**).

Unless otherwise defined in this letter, capitalised terms used in this letter have the same meaning given to those terms in the Guarantee.

Acknowledgement

We hereby acknowledge and agree that, pursuant to clause 6.1 of the Guarantee, our obligations and liabilities under the Guarantee and the guarantees and indemnities contained in it extend to any amendment, variation, increase, extension or addition (in each case, however fundamental) from time to time of or to the Relevant Documents or the Guaranteed Obligations, past and future, whether or not we provide any express acknowledgement of the same.





However, because the amendments and variations to the Partnering Contract effected under the Deed of Variation are made by way of deed, rather than as a Contract Variation or a Minor Contract Variation under Schedule 16 of the Partnering Contract, the Beneficiaries have requested that we, as Primary Guarantor give this acknowledgement pursuant to clause 6.2 of the Guarantee.

Accordingly, we acknowledge and confirm in respect of the Deed of Variation (including the amendments and variations to the Partnering Contract effected thereunder):

1. such amendments and variations do not release, prejudice, impair or discharge any of our obligations or liabilities under the Guarantee; and
2. to the extent that the amendments or variations increase, vary or amend the obligations or liabilities of the Operator under the Relevant Documents, we consent to the same and confirm that our obligations and liabilities under the Guarantee shall be similarly increased, varied and amended.

Yours faithfully

