

Schedule 10 – Relief Event Procedure (clause 62)

1. Claim for relief

To obtain relief in respect of a Relief Event (or its effects), the Operator must:

- (a) as soon as practicable, and in any event within 10 Business Days after it becomes aware that it is entitled to apply for relief from its obligations under clause 62 of this document, give to the Client Representative a notice (**Relief Notice**) of its intention to claim relief from its obligations under this document in accordance with this Schedule 10, including full written details of:
 - (i) the nature of the Relief Event;
 - (ii) the date of the Relief Event's occurrence;
 - (iii) the estimated duration of the Relief Event;
 - (iv) the extent to which the Relief Event is covered by insurance;
 - (v) the Relief Event's actual impact on the critical path shown in the Project Program at that time; and
 - (vi) the Relief Event's impact on the performance of Services.
- (b) within 6 Business Days after receipt by the Client Representative of the Relief Notice, give full details of:
 - (i) the requested relief from its obligations under this document and any extension of time claimed, provided that no relief may be claimed in respect of the Operator's obligations under clause 74 (Reinstatement) unless it is actually or practically impossible to perform those obligations given the nature of the Relief Event;
 - (ii) the steps which the Operator has taken and will take to mitigate, prevent or eliminate the effects of the relevant Relief Event, including its effects on the Operator's ability to perform the Services and its other obligations under this document;
 - (iii) an estimate of the time during which the Operator will be unable to carry out the affected obligations due to the Relief Event; and
 - (iv) all insurance moneys to which the Operator believes it will be entitled in making good any damage caused by the Relief Event.
- (c) if the Relief Event (or its effects) is continuing:
 - (i) continue to give the information required by section 1(b) every month after the Relief Notice was provided by the Operator until the cessation of the Relief Event or its effects; and
 - (ii) provide a final notice within 5 Business Days after the Relief Event (or its effects) has ceased confirming in writing that the Relief Event (or its effects) has ceased.

2. Request for information

Upon receipt of a Relief Notice from the Operator, the Client Representative may request from the Operator any further information which the Client Representative requires to assess any claim for relief under this Schedule 10.

3. Client Representative's response

Subject to sections 4 and 5 and provided that the Operator has complied with its obligations under section 1, if the Client Representative is satisfied that:

- (a) a Relief Event has occurred prior to the Date of Final Completion and, as a consequence, is satisfied as to the matters claimed in the Relief Notice, then the Client Representative must, if satisfied (acting reasonably) that the Operator has actually been delayed in achieving:

- (i) a Date for Completion; or
- (ii) if Technical Completion has not occurred on or prior to the Funded Completion Date, Technical Completion,

and is entitled to an extension of time, amend the relevant Date for Completion by such time as is reasonable for such a Relief Event, taking into account the Relief Notice, provided that such extension of time must not exceed 180 days unless agreed by the State and the Operator in accordance with clause 62; and / or

- (b) a Relief Event has occurred during the Operating Term and, as a consequence, is satisfied:

- (i) as to the matters claimed in the Relief Notice;
- (ii) that the Operator is wholly or substantially prevented from:
 - (A) performing the Service in relation to which they are seeking relief; or
 - (B) performing its other obligations under this document,

during the Relief Event; and

- (iii) that the Operator has taken, and will take, all reasonable steps to mitigate the effects of the Relief Event throughout that Operating Year (including by way of the re-scheduling of Services within the Activity Profile and the MPA to the extent possible),

the State must:

- (iv) subject to sections 4 and 5 below and (in the case of a community-wide pandemic which qualifies as a Relief Event) the Operator's compliance with its obligations under clause 52.9; and

- (v) without limiting the Operator's obligations under clauses 62(c) and 62(d),

give the Operator such relief from the performance of its obligations under this document as is reasonable for such a Relief Event, taking into account the Relief Notice.

- (c) The Client Representative must notify the Operator in writing of its response under this section 3 within 30 Business Days after receipt of the notice specified in section 1(b) of this Schedule 10.

4. Consideration of further information

4.1 Interim Relief

If, while the State and the Client Representative are determining the relief to be granted under section 3 in respect of a Relief Event, further information is provided under section 6 in respect of that same Relief Event, the State and the Client Representative must (subject to section 5 below and the Operator's compliance with its obligations under clauses 62(c) and 62(d)) grant reasonable and timely interim relief under this section 4.1 (**Interim Relief**):

- (a) using the information previously provided for that Relief Event; and
- (b) taking into account the likely effect that the further information will have on the relief granted or to be granted under section 3, but only to the extent it will not and does not materially delay the granting of reasonable and timely relief using information previously provided.

4.2 Adjustment of Interim Relief

Following the granting of Interim Relief for a Relief Event, the State and the Client Representative will, in accordance with sections 3 and 6, adjust the Interim Relief taking into account all information provided in respect of the Relief Event (including the further information provided under section 6).

5. Notice and mitigation

6. Revised information

- (a) The Operator must notify the Client Representative (together with the information required under section 1 above) if at any time it receives or becomes aware of any further information relating to the Relief Event, giving details of that information to the extent that such information is new or renders information previously submitted materially inaccurate or misleading, and the relief given in accordance with section 3 will be amended accordingly, provided the Operator has complied with its obligations under section 1.
- (b) Upon the provision of any further information under section 6(a), the State and the Operator will meet to agree the amendments which need to be made to the relief (**Prior Relief**) given for that Relief Event in accordance with section 3 as a result of the new

information. Any amendment made to the Prior Relief under this section 6(b), will be made in accordance with the terms of this Schedule 10 as if the notice given under section 6(a) were a notice given under section 1(b).

7. Resolution of disputes

If the parties cannot agree on the extent to which the Operator has been prevented from performing its obligations under this document or the extent of relief sought, or the Client Representative disagrees that a Relief Event has occurred or that the Operator is entitled to any relief or any amendment to relief under this Schedule 10, the matter may be referred for resolution by either party in accordance with clause 87 of this document.

8. Revised claim

Without limiting the Operator's obligations under section 6, at any time after the occurrence of a Relief Event prior to the Date of Final Completion in respect of which the Operator has been granted an extension of time to a Date for Completion, the Operator must, where the quantum of relief originally granted is no longer required, request in writing that the Client Representative adjusts the relevant Date for Completion so that part or all of the extension of time is reversed. The Client Representative must bring forward the relevant Date for Completion to the date requested by the Operator provided that the Client Representative will not be required to bring forward any of these dates so that they occur prior to the Original Date for Technical Completion, the Original Date for Operational Readiness, the Original Date for Transfer Completion or the Original Date for Final Completion (as relevant). Nothing in this section creates an obligation on the Operator to accelerate the Project Works or, after the Funded Completion Date, lose the benefit of any contingency in the Project Program or gained through the Operator's own efficiencies in performing the Operator's Activities.