

# Schedule 47 – Interface Principles

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## 1 Introduction

This document is a basic framework of principles to guide the development of Interface Protocols under the Project Deed as they relate to the delivery of the Project by the Operator. The relevant party protocols are as follows.

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## 2 Party protocols

### 2.1 State Appointed Operator

The objective is to develop an interface arrangement with a State Appointed Operator in order for it to provide the Operator's Activities in accordance with the Project Deed and provide a governance framework for interaction between the Operator, the Construction Contractor and the Parent Company.

### 2.2 Third Party Infrastructure Works

The objective is to establish a comprehensive program with third parties undertaking Third Party Infrastructure Works to co-ordinate activities, communicate and share information as appropriate, in order to minimise external impacts and reduce risk to established programmed works and services required to be performed by the Operator, wherever possible.

### 2.3 Works or Services carried out by Other Contractors

The objective is to ensure that Other Contractors can perform the works or services they are engaged to perform by the State in accordance with the Project Deed, minimize any impacts to programmed works or services required to be performed by the Operator and ensure co-ordination with others on the Facility or the Site.

A pro forma access deed between the Operator, an Other Contractor, the Delivery Contractor and the State is annexed to this Schedule.

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## 3 Interface Protocol Matrix

An interface protocol matrix as set out below has been created to best categorise which principles apply in which circumstances as not all principles will be uniformly applied.

Activity	Principles	State Appointed Operator	Third Party Infrastructure	Other Contractors
Co-ordination and Communication	<ul style="list-style-type: none"><li>Establish and develop appropriate interface structures that allow appropriate communication at each level of an organisation (i.e. day to</li></ul>	X	X	X

Activity	Principles	State Appointed Operator	Third Party Infrastructure	Other Contractors
	<p>day compared to management basis).</p> <ul style="list-style-type: none"> <li>• Appointment of representatives from relevant each party.</li> <li>• Process for issuing of notices.</li> <li>• Establish open and regular forums/meetings for communication and collaboration.</li> <li>• Establish appropriate information sharing systems or processes as necessary.</li> </ul>			
Timing and Programming	Undertake works in order to minimise disruption to the services and functions of the relevant parties on the Facility or Site.	X	X	X
Confidentiality	Confidentiality and mutual respect of information.	X		
Project Objectives	Acknowledgement of the Project Objectives.	X		
Access	Provide sufficient access routes and minimise disruption to the other parties business, services or functions and where possible normal working hours will be maximised in a manner, where relevant, consistent with the pro forma access deed set out in the Annexure to this Schedule.	X	X	X
Site safety and OH&S risk	Identify responsibility for site safety and ensure all parties take appropriate measures to minimise any occupational, health and safety risks.			
Utility Infrastructure	Establish and develop consistent relationships, maintain interactions and overall design deliverables.	X	X	X
Managing impacts	Investigate and undertake works in order to minimise disruption to the services and functions of the relevant parties on the	X	X	X

Activity	Principles	State Appointed Operator	Third Party Infrastructure	Other Contractors
	Facility or the Site.			
Dispute resolution	Establish a dispute resolution mechanism in accordance with good practice and collaboration.	X	X	X

Due to the changing nature of the environment and different phases of the Project, this matrix will continue to be reviewed and updated regularly to ensure that it remains relevant and responds to the needs and aspirations of the relevant parties.

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**Annexure – Pro forma Access Deed with an Other Contractor**

## Other Contractor Access Deed

Date

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Parties

**NBH Operator Co Pty Ltd in its capacity as trustee of the NBH Operating Trust**

*#[Insert ACN/ABN]# of #[Insert address]#*

**(Operator)**

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**Leighton Contractors Pty Ltd (ACN 000 893 667) and Healthscope Operations Pty Ltd (ACN 006 405 152) as joint venture participants in an unincorporated joint venture**

*of #[Insert address]#*

**(Contractor)**

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*#[Insert party name]#*

*#[Insert ACN/ABN]# of #[Insert address]#*

**(Other Contractor)**

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Recitals

- A. The site is situated at Frenchs Forest in New South Wales.
- B. The State has engaged the Operator and in turn the Operator has engaged the Contractor to carry out the design and construction of the Northern Beaches Hospital (**Project**).
- C. The State has engaged the Other Contractor to perform work or provide goods and services (**Other Contract**) and in respect of which the Other Contractor needs to access the Site.
- D. Under the Other Contract the Other Contractor is required to enter into this Deed prior to gaining access to the Site for the purposes of it or its contractors (**Other Contractor**) performing its obligations under the Other Contract.
- E. The Contractor has agreed to give the Other Contractor access to the Site on the terms set out in this Deed.

## Operative provisions

### 1. Co-ordination and co-operation and inconsistency

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- 1.1 The Other Contractor must co-operate with the Contractor and co-ordinate the Other Contractor's works with the Contractor's works so as to avoid causing or contributing to any delay or unreasonable disruption to the Contractor's works.
- 1.2 The Contractor shall use reasonable endeavours to facilitate the execution of the Other Contractor's works by the Other Contractor.
- 1.3 The Contractor must provide reasonable access to the Site to facilitate the execution of the Other Contractor's works.
- 1.4 As between the Contractor and the Operator, those parties acknowledge that nothing in this deed is intended to, or does, alter the terms of the contract between them referred to in Recital B and to the extent of any inconsistency between this deed and that contract, that contract shall prevail.
- 1.5 As between the Operator and the State, those parties acknowledge that nothing in this deed is intended to, or does, alter the terms of the contract between them referred to in Recital B and to the extent of any inconsistency between this deed and that contract, that contract shall prevail.

### 2. Presence on Site

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- 2.1 The Other Contractor when present on the Site shall at all times be subject to the reasonable direction of the Contractor and must comply with any reasonable direction of the Contractor.
- 2.2 The Other Contractor must vacate the Site immediately if given a direction to that effect by the Contractor (acting reasonably).

### 3. Warranty and indemnity

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- 3.1 None of the Operator nor the Contractor will be liable for any loss, cost, expense or damage howsoever caused to the Other Contractor connected with the Other Contractor's use or occupation of the Site except for loss, cost, expense or damage to the extent caused or contributed to by the wilful default or negligent act or omission of the Operator or the Contractor or their respective officers, employees, agents or contractors (excluding the Other Contractor).
- 3.2 The Other Contractor warrants that it has inspected the Site and made due allowance to complete its work without:
  - (a) damaging the Site;

- (b) damaging the Contractor's works; or
  - (c) hindering, interfering with or causing delay to the Contractor in the performance of its works.
- 3.3 The Other Contractor indemnifies the State, the Operator and the Contractor, to the maximum extent possible at law, for any loss, cost, expense or damage suffered or incurred by any of them in connection with death, personal injury, property damage or any breach by the Other Contractor of this deed, to the extent that such loss, damage, cost or expense is caused by anyone or more of the Other Contractor or its respective officers, employees, agents or contractors.

## 4. Site requirements

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- 4.1 The Other Contractor must provide a permanent full time supervisor approved by the Contractor. The Supervisor must be authorised to receive and issue instructions and otherwise act as agent for the Other Contractor.
- 4.2 The Contractor will provide access lighting for the Site where it is required to be provided for its own purpose. Task lighting for its works is the responsibility of the Other Contractor.
- 4.3 The Other Contractor must provide all plant, materials, equipment and temporary works for its use on the Site and subject to the approval and direction of the Contractor.
- 4.4 The Other Contractor must, on a daily basis, remove its own rubbish and packing material from work areas and place it in bins to be provided by the Other Contractor or, at the absolute discretion of the Contractor and for a reasonable fee to be agreed or determined by the Contractor, for that purpose.
- 4.5 Where the Other Contractor employs more than twenty people on the Site at any one time, or works outside normal hours at times when the Contractor's first aid officer is not in attendance, the Other Contractor must include an employee with an appropriate first aid certificate as part of its workforce on the Site.
- 4.6 The Other Contractor shall provide and maintain a working environment that is safe and without risks to health and safety of the Contractor's and the Other Contractor's respective officers, employees, agents and other contractors and others effected by the Other Contractors activities at the Site. This includes adequate planning, equipment, facilities and competent personnel to respond to emergency situations including, without limitation, fires, medical emergencies, chemical spills and falls from heights. In complying with this obligation the Other Contractor must perform and act on a risk assessment process including considering works being undertaken by Other Contractor outside normal Site hours of the Contractor.
- 4.7 By agreement between the Other Contractor and the Contractors the Other Contractor may utilise the Contractor's facilities and services in complying with its obligations under clause 4.5 and 4.6, in which case the Other Contractor must pay the Contractor a reasonable amount (as agreed by the parties prior to commencement of the Other Contractor's works on site, or determined by the Contractor) for any such facility or

service provided to the Other Contractor or any Other Contractor by the Contractor. Notwithstanding such payment by the Other Contractor or supply by the Contractor, use of the Contractor's facilities or services is at the Other Contractor's own risk, and the Other Contractor agrees that the Contractor has no liability in respect of the supply of the Contractor's facilities or services under this deed. To the extent that, notwithstanding the provision of this deed, the Contractor has any liability in respect of such supply, the Other Contractor releases the Contractor from such liability.

- 4.8 The Other Contractor must comply with any Site rules (**Site Rules**) advised by the Contractor from time to time, unless such Site Rules are determined as unreasonable and prohibitive of enabling the Other Contractor to reasonably complete its works. The Site Rules may be updated, amended or altered by the Contractor in its absolute discretion at any time. The Other Contractor will be provided a copy of the Site Rules and is deemed to accept the Site Rules as amended.

## 5. Site safety

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- 5.1 The Other Contractor must ensure that all obligations under all occupational health and safety laws (**OH&S Laws**) which apply in respect of the Site are met by the Other Contractor, the Other Contractor's employees, subcontractors, suppliers and agents. To enable the Contractor to meet its obligations, the Other Contractor and any Other Contractor, prior to commencing any work on the Site, must provide to the Contractor a safety management plan (**Plan**) detailing how the Other Contractor intends to ensure that its obligations under the OH&S Laws are to be met and how the Contractor's site safety rules and standards are to be complied with, including the Site Rules. The Plan must comply with the requirements of this clause 5.
- 5.2 The Other Contractor must submit the Plan to the Contractor, and obtain the Contractor's approval of the Plan (such approval not be unreasonably withheld or delayed), before the Other Contractor commences any works on the Site.
- 5.3 The Plan must cover, as a minimum, the issues identified in the "**#[Insert requirements, eg. re hospital access, etc]#**".
- 5.4 The matters which the Plan must address include but are not limited to:
- (a) what an employer must provide for employees;
  - (b) what is expected of employees;
  - (c) Site rules and behaviour;
  - (d) Site specific induction;
  - (e) safety consultation;
  - (f) injuries and first aid emergencies;
  - (g) notification of incidents and dangerous occurrences;



- (h) workers compensation
- (i) identifying hazards, assessing and controlling risks;
- (j) height safety;
- (k) fall hazards;
- (l) falling objects;
- (m) electrical safety;
- (n) cranes, hoists and load shifting equipment;
- (o) explosive power tools;
- (p) welding and hot works;
- (q) hazardous substances;
- (r) noises;
- (s) manual handling;
- (t) personal protective equipment;
- (u) first aid;
- (v) safe works method statements; and
- (w) certificate classes and competency.

- 5.5 The Plan must also detail how the Other Contractor will ensure its employees, agents, subcontractors and suppliers will comply with the requirements of the Plan.
- 5.6 By agreement between the Other Contractor and the Contractor, the Other Contractor may utilise the Contractor's systems and resources to assist in satisfying the Other Contractor's OHS obligations pursuant to this agreement in which case the Other contractor must pay the Contractor a reasonable amount for any such service provided to the Other Contractor by the Contractor (as agreed by the parties prior to commencement of the Other Contractor's works on site, or determined by the Contractor). Notwithstanding such payment by the Other Contractor or supply by the Contractor, use of the Contractor's services is at the Other Contractor's own risk, and the Other Contractor agrees that the Contractors has no liability in respect of the supply of the Contractor's services under this deed. To the extent that, notwithstanding the provisions of this deed, the Contractor has any liabilities in respect of such supply, the Other Contractor release the Contractor from such liability.
- 5.7 The Other Contractor must cooperate with the Contractor to allow the Contractor to undertake assurance activities to ensure compliance with the Plan, including audits and inspections, and the Other Contractor must implement corrective action within a reasonable timeframe of any issue in respect of the Plan being identified.

- 5.8 The Other Contractor indemnifies the Contractor for any liability (including statutory liability), loss, cost, expense or damage suffered or incurred by the Contractor as a result of any breach or failure to do anything in respect of any OH&S Law.

## 6. Construction Management Plan

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- 6.1 The Other Contractor must provide to the Contractor, as condition precedent to commencing works on the Site, a construction management plan (**Construction Management Plan**).
- 6.2 The Other Contractor must obtain the Contractor's approval of the Construction Management Plan (such approval not be unreasonably withheld or delayed) before the Other Contractor commences any works on the Site.
- 6.3 The Construction Management Plan must set out the following as a minimum:
- (a) methodology of planned works;
  - (b) a construction program for the planned works;
  - (c) the expected resources to be deployed by the Other Contractor in undertaking the works;
  - (d) relevant key personnel contacts (including but not limited to, the project manager and site foreman);
  - (e) current certificates of currency for public liability insurance, contract works insurance, motor vehicle insurance and workers' compensation insurance; and
  - (f) environmental considerations, including dust control.

## 7. Contractor's Directions

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- 7.1 The Other Contractor must comply and must ensure their servants, agents and contractors comply with:
- (a) any reasonable direction by the Contractor in connection with safety or industrial relations matters;
  - (b) any reasonable Site safety or control policies or procedures advised by the Contractor; and
  - (c) the Site Rules as amended from time to time.

Any direction, policy or procedure, which is of general application to the Site will be deemed to be reasonable.

## 8. Other Contractor

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- 8.1 Where this Deed requires a thing to be done or not done by the Other Contractor it means that the Other Contractor must procure that each of its employees, agents, subcontractors and suppliers also do or not do that thing as appropriate.
- 8.2 When reasonably requested by the Contractor, the Other Contractor must procure that any subcontractor enters into a deed with the State and the Contractor in a similar form to this deed but substituting the subcontractor for the Other Contractor and amending the deed in such manner as the State and the Contractor consider necessary to give it proper effect.

## 9. Payment

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The Contractor is not entitled to any payment in respect of access by the Other Contractor unless this has been agreed between the Operator, the Contractor and the Other Contractor (each acting reasonably). Payments to the Contractor, if agreed, would be limited to direct costs and attendance for facilities provided to the Other Contractor, its employees, agents, subcontractors and suppliers.

## 10. Extinguishment of Contractor's Rights

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- 10.1 All parties agree that, on the Date of Transfer Completion (as that term is defined in the deed entitled "*Project Deed – Northern Beaches Hospital*" between the State and the Operator, dated on or about 11 December 2014):
- (a) the Contractor's rights (except for any accrued rights) under this Deed will be extinguished; and
  - (b) any obligation owed to the Contractor under this Deed will be read as an obligation owed to the Operator from that date.

***[Note: This deed only deals with the Development Phase. It does not deal with Other Contractors engaged during the Operations Phase. Those arrangement would be agreed between the Operator and the State at the Date of Operational Readiness.]***

Signing page

Executed as an deed