



# Variation Agreement

relating to

the passenger transport rail services for passenger rail services in Auckland

**Auckland Transport**

**AT**

and

**Transdev Auckland Limited**

**Transdev Auckland**

and

**Transdev Australasia Pty Limited, ACN 079 303 816**

**Transdev Australasia**

**Date**

**BELL GULLY**

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This Variation Agreement is made on

2017

- between (1) Auckland Transport (AT)
- and (2) Transdev Auckland Limited (NZ company number 1488417) (Transdev Auckland)
- and (3) Transdev Australasia Pty Limited, ACN 079 303 816 (Transdev Australasia)

## Introduction

- A. Transdev is the current operator of Auckland passenger rail services under the variation agreement to the passenger services agreement relating to the passenger rail services in Auckland between AT, Transdev Auckland and Transdev Australasia dated 2 February 2012 as varied on 21 September 2015 (Passenger Services Agreement).
- B. The term of the Passenger Services Agreement will expire on 30 June 2017.
- C. The parties have agreed to extend the term of the Passenger Services Agreement to 25 January 2020, and implement certain projects in relation to the Services, in accordance with the provisions of this Agreement.

## It is agreed

### 1. Variation

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- 1.1 With effect on and from the date of this Agreement, the provisions of the Passenger Services Agreement will be varied in accordance with clauses 2 to 8 of this Agreement.
- 1.2 Terms defined in the Passenger Services Agreement, but not defined in this Agreement, have the same meaning in this Agreement.

### 2. Term extension

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- 2.1 In the definition of the "Expiry Date" in schedule 1, replace "30 June 2017" with "25 January 2020".
- 2.2 In clause 2.1, replace the words:
- "subject to:
- (a) clause 2.2 (Extension); and
- (b) clause 18 (Default and Termination)."
- with "unless sooner terminated in accordance with clause 18 (Default and Termination)".

### 3. Additional definitions

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3.1 Include the following definitions in schedule 1, in the relevant alphabetical order:

**2017 Variation Agreement Date** means the date of the variation agreement entered into between AT and the Operator relating to the extension of the term of the Passenger Services Agreement to 25 January 2020;

**2017 Variation Commencement Date** means 1 July 2017;

**Average Dwell Time** means, in relation to each Train Service, the aggregate of the actual Dwell Times for that Train Service divided by the number of intermediary stations as set out in the Timetable;

**CAF** means Construcciones Y Auxiliar de Ferrocarriles S.A., Spain (or any replacement contractor under the EMU Maintenance Agreement);

**Completion Payment** means the amount of [REDACTED]

**Conditions of Carriage** means the Transdev Auckland terms and conditions of carriage for passengers travelling on a Train Service;

**Customer Service Centres** means the customer service centres managed by AT situated at each of the following stations:

- (a) Britomart;
- (b) New Lynn;
- (c) Newmarket;
- (d) Manukau;
- (e) Papakura

[REDACTED] means the [REDACTED] as described in paragraph 5 of the Additional Services Schedule;

[REDACTED] Date means the date of completion of all of the matters specified in paragraph 2 of appendix 3 to the Additional Services Schedule, in accordance with the requirements of this Agreement and the determination by the Project Board that such matters have been completed;

[REDACTED] means the programme for the undertaking and completion of the [REDACTED] agreed under paragraph 8 of the Additional Services Schedule;

[REDACTED] means the requirements specified in paragraph 1 of appendix 3 to the Additional Services Schedule;

**Dwell Times** means, in relation to a Train Service, the time that the relevant Train Service is stationary determined from wheel stop to wheel start at an intermediary station as set out in the Timetable for the purpose of boarding or alighting passengers for the relevant Train Service;

**Efficiency Gains** means, in relation to a Full Year, the difference between the Direct Costs of the Services incurred for that Full Year and the Approved Direct Costs Budget for the

relevant Full Year (excluding any Project Cost Savings), that is a direct result of operational efficiencies and other productivity gains by the Operator, including through the appropriate outsourcing of services, management expertise, labour, material, plant or equipment, that have been identified as efficiency gains targets in the relevant Operations Management Plan;

**EMU Maintenance Agreement** means the agreement between AT and the counterparty to such agreement (which as at the date of this Agreement is CAF) relating to the maintenance and provision of the EMUs;

**EMUs** means the electrical multiple units made available to the Operator for the purpose of providing the Train Services;

**Extension Period** means the period from the 2017 Variation Commencement Date to the Expiry Date;

**Industry Partners** means each of KiwiRail, CAF, Rail and Maritime Transport Union of New Zealand;

██████████ means the sum derived by multiplying the ██████████ by the agreed percentage for the relevant Full Year. The agreed percentage is ██████████

██████████ means the cash costs savings that reduce the Direct Costs to AT of the Services, to the extent that they ██████████ and which would reasonably have been incurred by the Operator in the performance of the Services and other obligations under this Agreement for the remainder of the Extension Period at the time that such costs savings have been made, had the ██████████, the ██████████ and the Ticket Office Amalgamation Project not been implemented by the Operator;

**LTMA** means the Land Transport Management Act 2003;

**Partnering Principles** means the principles set out in paragraph 10 of the Additional Services Schedule;

**Project Board** means the board established under paragraph 9 of the Additional Services Schedule;

**Project Completion Date** means the ██████████ Date, the ██████████ Date or the Ticket Office Amalgamation Project Completion Date (as applicable);

**Project Cost Savings** means any cash cost savings arising from the implementation and completion of the Project Services, ██████████;

**Project Services** means the services specified in ██████████ of the Additional Services Schedule;

**Project Steering Group** means the project steering group established under ██████████ of the Additional Services Schedule;

**Regional Public Transport Plan** means the regional public transport plan for Auckland adopted under the LTMA;

**Remaining Ticket Offices** means any Transdev Ticket Offices that have not been amalgamated with a Customer Service Centre;

**Right Time Departure** is defined in paragraph 3.5 of the Performance Regime Schedule;

**Rolling Stock Maintenance Plan** means the maintenance plan for the EMUs under the EMU Maintenance Agreement;

**Run Times** means, in relation to a Train Service, the total time taken by the relevant train to undertake a Train Service from its origin to its final destination as specified in the Timetable which will include for the avoidance of doubt all Dwell Times;

\_\_\_\_\_ means the \_\_\_\_\_ and \_\_\_\_\_ project \_\_\_\_\_ of the Additional Services Schedule;

\_\_\_\_\_ Date means the date of completion of all of the matters specified in paragraph 2 of appendix 4 to the Additional Services Schedule, in accordance with the requirements of this Agreement and the determination by the Project Board that such matters have been completed;

\_\_\_\_\_ means the programme for the undertaking and completion of the \_\_\_\_\_ agreed under \_\_\_\_\_ of the Additional Services Schedule;

\_\_\_\_\_ means in relation to the \_\_\_\_\_, the requirements specified \_\_\_\_\_ to the Additional Services Schedule;

**Terms of Reference** means the processes and scopes of authority regulating the Project Steering Group, prepared by AT and agreed with the Operator in accordance with the process specified in appendix 1 to the Additional Services Schedule;

**Ticket Office Amalgamation Project** means the amalgamation of the Customer Service Centres and the Transdev Ticket Offices as described in paragraph 7 of the Additional Services Schedule;

**Ticket Office Amalgamation Project Completion Date** means the date of completion of all of the matters specified in paragraph 2 of appendix 5 to the Additional Services Schedule, in accordance with the requirements of this Agreement and the determination by the Project Board that such matters have been completed;

**Ticket Office Amalgamation Project Programme** means the programme for the undertaking and completion of the Ticket Office Amalgamation Project agreed under paragraph 8 of the Additional Services Schedule;

**Ticket Office Amalgamation Project Requirements** means the requirements specified in paragraph 1 of appendix 5 to the Additional Services Schedule;

**Timetable Committee** means the Timetable Committee under the Auckland Network Access Agreement;

\_\_\_\_\_ included in the Direct Costs, made by the Operator as a result of the implementation of the Project Services for the period from the 2017 Variation Commencement Date to the relevant Project Completion Date when compared against the \_\_\_\_\_ for the relevant Full Year, subject to a maximum amount equal to \_\_\_\_\_ from the implementation of the Project Services;

\_\_\_\_\_ means the Direct Costs Margin, as defined in the Financial Schedule, for the \_\_\_\_\_ for the relevant Agreed Direct Cost Budget for the remaining period from the time that the \_\_\_\_\_ made as ratified by the Project Board for the remaining period of the Extension Period;

**Transdev Ticket Offices** means the ticket office situated at each of the following railway stations:

- (a) Britomart;
- (b) New Lynn;
- (c) Panmure;
- (d) Newmarket;
- (e) Papakura;
- (f) Manukau;

**Upgraded Operational Services Timetable** means the Upgraded Operational Services Timetable which has been approved by AT and the Timetable Committee under paragraph 4.2 of the Additional Services Schedule;

**Upgraded Timetable Project** means the project relating to the implementation of Train Services operating under the Upgraded Operational Services Timetable;

**Upgraded Timetable Project Completion Date** means the date of completion of all of the matters specified in paragraph 2 of appendix 3 to the Additional Services Schedule, in accordance with the requirements of this Agreement and the determination by the Project Board that such matters have been completed;

**Upgraded Timetable Programme** means the programme for the undertaking and completion of the Upgraded Timetable Project agreed under paragraph 8 of the Additional Services Schedule; and

**Upgraded Timetable Project Requirements** means in relation to the Upgraded Timetable Project, the requirements specified in appendix 2 to the Additional Services Schedule.

#### 4. Other amendments

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- 4.1 Delete clauses 2.2 and 2.3.
- 4.2 Insert at the beginning of clause 16.7 "subject to clause 16.8".
- 4.3 Insert as clause 16.8:

16.8 Excepted Risks – [REDACTED]

[REDACTED]

- 4.4 Replace paragraph 2.2 of the Reporting Services Schedule with:  
"The Operator will:

- (a) use its best endeavours to provide to AT within 3 months of the end of each Full Year, audited Financial Statements of the Operator for the relevant Full Year, together with an unqualified Audit Report; and
- (b) provide to AT within 20 Business Days of the Operator's receipt of the Efficiency Audit Report, the Operator's analysis and recommendations in relation to the Efficiency Audit Report for the relevant Full Year.

## 5. Additional Services

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5.1 In paragraph 1 of the Additional Services Schedule, include as subparagraphs (d) to (f):

- (d) assisting AT in the specification and procurement of additional EMUs from CAF or any other supplier nominated by AT;
- (e) optimising train crew levels using advanced planning software, with the aim of increasing driver footplate time as a percentage of shift length; and
- (f) providing assistance to AT where reasonably required (including access to records and employees) in relation to the City Rail Link project, including its design, procurement, delivery, testing, commissioning, operation and acceptance into service.

5.2 Insert as paragraphs 3 – 10 of the Additional Services Schedule:

### 3 Specific projects

The Operator will, on and from the 2017 Variation Commencement Date, provide the following services in accordance with this schedule:

- (a) the implementation of the Upgraded Timetable Project as described in paragraph 4 of this schedule 6;
- (b) the implementation of the [REDACTED] as described in [REDACTED] of this [REDACTED]
- (c) the implementation of the [REDACTED] as described in [REDACTED] in this [REDACTED] and [REDACTED]
- (d) the implementation of the Ticket Office Amalgamation Project as described in paragraph 7 in this schedule 6.

together the "Project Services". For the avoidance of doubt, the Project Services will be described in the Operations Management Plan and are Services for the purposes of this Agreement.

### 4 Upgraded timetable project

#### 4.1 Requirements

- (a) Subject to AT confirming the requirements for the Upgraded Timetable Project Programme under clause 4.1(b), the Operator will undertake the Upgraded Timetable Project in accordance with the Upgraded Timetable Programme (and otherwise in a timely manner) and will complete the Upgraded Timetable Project on or before 31 March 2018.
- (b) The Operator acknowledges that AT has not yet determined whether the Upgraded Timetable Project will proceed or the final scope of that project if it does proceed. The



indicative requirements for the Upgraded Timetable Project Programme are specified in paragraph 1 of appendix 2 to the Additional Services Schedule, but are subject to review by AT and confirmation by AT (which confirmation may include modification to such requirements) by written notice to the Operator.

**4.2 Upgraded operational services timetable**

- (a) The Operator will submit to AT, by 31 August 2017, a draft Timetable that satisfies the requirements of paragraph 4.1 and is also consistent with Timetable requirements notified by AT in its timetable requirements (Draft Upgraded Operational Services Timetable).
- (b) AT will, within 10 Business Days following receipt of the Draft Upgraded Operational Services Timetable, review the Draft Upgraded Operational Services Timetable and:
  - (i) approve the Draft Upgraded Operational Services Timetable, in which case the Draft Upgraded Operational Services Timetable will take effect as the Upgraded Operational Services Timetable for the period once approved by the Timetable Committee under the Auckland Network Access Agreement; or
  - (ii) with the agreement of the Operator (not to be unreasonably withheld), modify the Draft Upgraded Operational Services Timetable (to the extent that AT is not satisfied with those parts of the Draft Upgraded Operational Services Timetable), in which case the amended draft becomes the Upgraded Operational Services Timetable for the period once approved by the Timetable Committee under the Auckland Network Access Agreement; or
  - (iii) reject the Draft Upgraded Operational Services Timetable (to the extent that AT is not satisfied with those parts of the Draft Upgraded Operational Services Timetable), in which case the Operator will prepare in a timely manner another Draft Upgraded Operational Services Timetable containing amendments to those parts of the Draft Upgraded Operational Services Timetable and provide it to AT for review within 5 Business Days and paragraph 4.2(b) will apply to such Draft Upgraded Operational Services Timetable.
- (c) AT and the Operator will submit the Upgraded Operational Services Timetable to the Timetable Committee under the Auckland Network Access Agreement for approval at least 6 months prior to the Upgraded Operational Services Timetable taking effect or on or before 30 September 2017, whichever is earlier.
- (d) The Operator may in relation to the Upgraded Operational Services Timetable be required by NZTA to prepare a risk assessed safety case variation and to provide any other information or other assistance required to comply with Applicable Laws in relation to the Upgraded Operational Services Timetable for submission to NZTA for approval.
- (e) After the approval of the Draft Upgraded Operational Services Timetable by the Timetable Committee, the Operator will provide to AT the information required for uploading to the customer communication systems as a result of approval of the Draft Upgraded Operational Services Timetable so that AT is able to upload the relevant information to the system by no later than 30 November 2017.

**4.3 Performance review**

- (a) The parties will, after the third month following the implementation of the Upgraded Operational Services Timetable, procure the Contract Committee to review the performance of the relevant Train Services, in order to assess the extent of compliance by the Operator with the Upgraded Operational Services Timetable.

- (b) AT may propose variations of the service standards or the introduction of new service standards and KPIs specified in the Performance Regime Schedule for the relevant Train Services to take account of the Upgraded Operational Services Timetable, provided that such proposals, in order to be binding on the parties, must be agreed by the Project Board. If the Project Board fails to reach agreement on the matters referred to it for determination under this clause 4.3(b), then either party may give notice of a dispute to the Contracts Committee and immediately refer that dispute to the Chief AT Metro Officer of AT and the Chief Operating Officer, Transdev Australia of the Parent for resolution within 10 Business Days. In the event that the parties are unable to resolve such dispute, then the matter will be referred in writing to the chief executive officer of each party (or such other person of similar authority) for resolution. They will each use their respective best endeavours to resolve that dispute in a timely manner and, in any event, within 10 Business Days after the chief executive officers of each party (or such other person of similar authority) receives notice of the dispute.
- (c) This paragraph 4.3 does not restrict the rights of AT under paragraph 2 of the Performance Regime Schedule.

**4.4 Completion of upgraded timetable project**

The Upgraded Timetable Project Completion Date will occur when all the matters specified in paragraph 2 of appendix 2 of the Additional Services Schedule have been completed, as determined by the Project Board.

**5. [REDACTED]**

**5.1 [REDACTED]**

(a) [REDACTED]

(b) [REDACTED]

**5.2 Project steering group**

(a) [REDACTED]

- (b) The purpose of the Project Steering Group is to:
  - (i) review progress of work packages against the relevant programme for the Project Services and coordinate and manage project work streams; and
  - (ii) refer any disputes to the Project Board for resolution that have not been resolved by the Project Steering Group.
- (c) The Project Steering Group will comprise:
  - (i) at least 1 representative appointed by the Operator; and
  - (ii) at least 1 representative appointed by AT.

AT and the Operator may also agree to attendance by representatives of Industry Partners, on a by invitation, as required basis (unless the Project Board considers any attendance by such representatives is not required) to attend a Project Steering Group meeting. Any attendees invited to participate in a Project Steering Group meeting under this clause 5.2(c) will not count and form part of the quorum for any meeting.

- (d) The Operator may change any of its representatives:
  - (i) by giving written notice to the Project Board identifying the new appointee and stating the date that the change will be effective; and
  - (ii) with the prior approval of the Project Board.
- (e) AT may change any of its representative by giving written notice to the Project Board identifying the new appointee and stating the date that the change will be effective.
- (f) The Project Board will determine the maximum number of representatives comprising the Project Steering Group.
- (g) A meeting of the Project Steering Group will not be held unless 1 representative appointed by AT and 1 representative appointed by the Operator (or any alternative person nominated under subclause (i)) is present at such meeting.
- (h) The Project Board will elect one of the representatives appointed by the Operator to the Project Steering Group meeting to act as chairperson of the meeting. The chairperson will not have a casting vote.
- (i) Each representative appointed to the Project Steering Group may nominate another person to attend a Project Steering Group meeting, in substitution of himself or herself:
  - (i) by giving written notice to AT or the Operator (as applicable) and the Project Board, identifying the person nominated, at least 2 Business Days prior to such meeting; and
  - (ii) with the prior approval of the Project Board.
- (j) Until the [REDACTED] Completion Date, the Project Steering Group will meet:
  - (i) at least once every week; and
  - (ii) otherwise upon request by either party in accordance with the Steering Group Terms of Reference.
- (k) Meetings of the Project Steering Group may be held in person or by way of audio-visual communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting. Participation in a meeting in this manner constitutes presence in person at the meeting.
- (l) Minutes of each Project Steering Group meeting will be prepared by the chairperson of the Project Steering Group. Draft minutes will be distributed to each member of the Project Steering Group. Any proposed amendments to the minutes will be submitted by a member of the Project Steering Group to the chairperson within 2 Business Days of their receipt of the draft minutes. The amended minutes will then be redistributed by the chairperson to each member of the Project Steering Group prior to the subsequent Project Steering Group meeting. Minutes will be ratified at the next Project Steering Group meeting.

5.3 [REDACTED]

[REDACTED]

6.4 Retention

[REDACTED]

6. [REDACTED]

6.1 Requirements

(a) [REDACTED]

(b) [REDACTED]

6.2 [REDACTED]

[REDACTED]

7. Ticket office and customer service centre integration project

7.1 Requirements

(a) The Operator will undertake the Ticket Office Amalgamation Project in accordance with the Ticket Office Amalgamation Project Programme (and otherwise in a timely manner) and will complete the Ticket Office Amalgamation Project on or before the 2017 Variation Commencement Date in co-operation with the relevant AT project team.

(b) The Ticket Office Amalgamation Project Programme will include the requirements specified in paragraph 1 of appendix 5 of the Additional Services Schedule.

7.2 Completion of the ticket office amalgamation project

The Ticket Office Amalgamation Project Completion Date will occur when all the matters specified in paragraph 2 of appendix 5 of the Additional Services Schedule have been completed as determined by the Project Board.

8 Project programme

8.1 Draft project programme

(a) The Operator will within 15 Business Days following the 2017 Variation Agreement Date, submit to AT:

- (i) a draft programme for the co-ordinated undertaking and completion of the Upgraded Timetable Project on or before 31 March 2018 (Draft Upgraded Timetable Project Programme);
- (ii) a draft programme for the co-ordinated undertaking and completion [REDACTED] on or before 30 June 2019 [REDACTED];
- (iii) a draft programme for the co-ordinated undertaking and completion of the [REDACTED] on or before 30 June 2019 [REDACTED]; and
- (iv) a draft programme for the co-ordinated undertaking and completion of the Ticket Office Amalgamation Project on or before 30 June 2017 (Draft Ticket Office Amalgamation Project Programme), -

each referred to in this Agreement as a "Draft Project Programme". Each of the programmes must be co-ordinated with the other programmes to minimise cost and disruption to the Services. The Operator will, as part of the Draft Project Programme, also prepare a draft programme that incorporates and co-ordinates each Draft Project Programme into a single integrated programme.

- (b) The Draft Upgraded Timetable Project will satisfy the requirements specified in paragraph 1 in appendix 2 of the Additional Services Schedule.
- (c) The [REDACTED] will satisfy the requirements specified in [REDACTED] in [REDACTED]
- (d) The [REDACTED] will satisfy the requirements specified in [REDACTED] in [REDACTED] of the Additional Services Schedule.
- (e) The Draft Ticket Office Amalgamation Project Programme will satisfy the requirements specified in paragraph 1 in appendix 5 of the Additional Services Schedule.

**8.2 AT review**

AT will, no later than 10 Business Days after receipt of a Draft Project Programme under clause 8.1, review the Draft Project Programme and:

- (a) approve the Draft Project Programme; or
- (b) modify the Draft Project Programme (to the extent that AT is not satisfied with those parts of the Draft Project Programme); or
- (c) reject the Draft Project Programme (to the extent that AT is not satisfied with all or part of the Draft Project Programme), in which case the Operator will prepare in a timely manner another Draft Project Programme containing amendments to those parts of the Draft Project Programme and provide it to AT for review within 5 Business Days and this paragraph 8.2 will apply.

**8.3 Project Board approval**

- (a) AT and the Operator will use their reasonable efforts, by no later than 20 Business Days following the 2017 Variation Agreement Date, to agree the Draft Project Programme for the [REDACTED], the [REDACTED], the Ticket Office Amalgamation Project and the Upgraded Timetable Project, for submission to the Project Board for approval.
- (b) The relevant Draft Project Programme will become the Upgraded Timetable Project Programme, the [REDACTED], the [REDACTED] or the Ticket

Office Amalgamation Project Programme (as applicable) following the approval of the Project Board. The Operator will implement the Upgraded Timetable Project, the [REDACTED], the [REDACTED] or the Ticket Office Amalgamation Project (as applicable) in accordance with the Upgraded Timetable Project Programme, the [REDACTED] the [REDACTED] or the Ticket Office Amalgamation Programme.

- (c) If the Upgraded Timetable Programme, the [REDACTED], the [REDACTED] or the Ticket Office Amalgamation Project Programme (as applicable) is not agreed by AT and the Operator and approved by the Project Board within 20 Business Days following the 2017 Variation Agreement Date, and if not so agreed and approved by that date, this will constitute a dispute then either party may give notice of a dispute to the Contracts Committee and immediately refer that dispute to the Chief AT Metro Officer of AT and the Chief Operating Officer, Transdev Australia of the Parent for resolution within 10 Business Days. In the event that the parties are unable to resolve such dispute, then the matter will be referred in writing to the chief executive officer of each party (or such other person of similar authority) for resolution. They will each use their respective best endeavours to resolve that dispute in a timely manner and, in any event, within 10 Business Days after the chief executive officers of each party (or such other person of similar authority) receives notice of the dispute. Any dispute which may be notified by either party under this clause 8.3(c) will not relieve the Operator of its obligations to undertake and complete the Upgraded Timetable Programme, the [REDACTED], the [REDACTED] or the Ticket Office Amalgamation Project Programme (as applicable) on or before the date specified in this Agreement for completion of the relevant project.

## 9 Project Board

### 9.1 Establishment

AT and the Operator will, immediately following the 2017 Variation Agreement Date, establish the Project Board. The Project Board will be dis-established on the later of the Upgraded Timetable Project Completion Date, the [REDACTED] Date, the [REDACTED] Date or the Ticket Office Amalgamation Completion Date, unless AT determines otherwise.

### 9.2 Members of project board

The Project Board will comprise 4 members, 2 of whom will be appointed by AT and 2 of whom will be appointed by the Operator. Unless otherwise agreed, AT and the Operator will each appoint and maintain the following persons as their respective members on the Project Board (each a Project Board Member in respect of the party appointing that individual):

- (a) AT:
- (i) Group Manager - AT Metro Operations;
  - (ii) Manager Train Services - AT Metro.
- (b) Operator:
- (i) Managing Director;
  - (ii) Operator appointee.

AT's Group Manager - AT Metro Operations will be the chairperson of each meeting of the Project Board and if he or she is not present at a meeting of the Project Board, the other Project Board Member of AT will be the chairperson of the meeting.



- (c) Each Project Board Member may nominate another person to attend a Project Board meeting, in substitution of himself or herself, by giving written notice to the other parties at least 2 Business Days prior to such meeting.

**9.3 Purpose of Project Board**

The purpose of the Project Board is to:

- (a) oversee the performance of the Project Services in accordance with this Agreement, including authorising and monitoring the [REDACTED], the [REDACTED] or the Ticket Office Amalgamation Project Programme (as applicable) and any other related plans or Project Services;
- (b) resolve any issues or disputes that are escalated by the Project Steering Group to the Project Board for resolution in relation to the Project Services;
- (c) determine whether the [REDACTED] has been completed in accordance with the [REDACTED];
- (d) determine whether the [REDACTED] has been completed in accordance with the [REDACTED]; and
- (e) determine whether the Ticket Office Amalgamation Project has been completed in accordance with the Ticket Office Amalgamation Project Programme.

**9.4 Meetings**

- (a) The Project Board will meet:
  - (i) at least weekly; and
  - (ii) otherwise upon request by either party.
- (b) The quorum for each meeting will be 2, comprising at least 1 AT Project Board Member and 1 Operator Project Board Member.
- (c) Decisions of the Project Board will be made by unanimous agreement. Subject to any provision of this Agreement that provides for a decision of the Project Board being subject to the Dispute Resolution Procedure, where the Project Board fails to reach agreement on any matter referred to the Project Board for determination, then either party may give notice of a dispute to the Contracts Committee and immediately refer that dispute to the Chief AT Metro Officer of AT and the Chief Operating Officer, Transdev Australia of the Parent for resolution within 10 Business Days. In the event that the parties are unable to resolve such dispute, then the matter will be referred in writing to the chief executive officer of each party (or such other person of similar authority) for resolution. They will each use their respective best endeavours to resolve that dispute in a timely manner and, in any event, within 10 Business Days after the chief executive officers of each party (or such other person of similar authority) receives notice of the dispute.
- (d) Meetings of the Project Board may be held in person or by way of audio-visual communication, provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting. Participation in a meeting in this manner constitutes presence in person at the meeting.
- (e) Minutes of each Project Board meeting will be prepared by AT. Draft minutes will be distributed to each member of the Project Board by no later than 48 hours after the

relevant Project Board meeting and any proposed amendments to the minutes will be submitted by a member of the Project Board to AT within 2 Business Days of their receipt of the draft minutes. The amended minutes will then be redistributed by AT to each member of the Project Board prior to the subsequent Project Board meeting. Minutes will be ratified at the next Project Board meeting.

#### 10 Partnering Principles

AT and the Operator each agree to be guided by and give effect to the following principles in connection with the exercise and performance of their respective rights and obligations under this Agreement, and to deal fairly and co-operatively with each other in accordance with these principles:

- (a) the principles set out in section 115(1) of the Land Transport Management Act 2003; and
- (b) the following methods of working together collectively to deliver the objectives of this Agreement:
  - (i) Interdependence: meaning that the Operator and AT are mutually dependant for the successful performance of the Services;
  - (ii) Individual imperatives: meaning that the Operator and AT will share common goals and work together to achieve them, while recognising that each has their own business objectives;
  - (iii) Integrity: meaning that the Operator and AT will act with integrity and in a manner that promotes trust and confidence in each other;
  - (iv) Mutual accountability: meaning that the Operator and AT shall be accountable for their respective roles under this Agreement;
  - (v) Openness and transparency: meaning that the Operator and AT will, to the extent reasonably required, share information on a full and open basis and in a timely way so that surprises do not occur;
  - (vi) Collaboration: meaning that mutual success will be best achieved by working collaboratively and cooperatively rather than in an adversarial manner;
  - (vii) Responsiveness: meaning that the Operator and AT will be available and accessible to each other to the extent reasonably required and will act in good faith in completing actions under this Agreement in a prompt and efficient manner so that costs are minimised to the extent reasonably practicable;

(together the "Partnering Principles"). For the avoidance of doubt the Partnering Principles are intended to guide the behaviour of the parties to one another but shall not restrict AT or the Operator from exercising any of their rights under this Agreement.

- 5.3 Add appendices 1 to 6 to the Additional Services Schedules, as set out in schedules 1 to 6 in this Agreement.

## 6. Operations management plan

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- 6.1 Replace paragraph 1.1a of the Operations Management Schedule with:



- (a) include a high level transition plan, including assumptions, risks and mitigation measures against such risks, that reflects (to the satisfaction of AT) AT's proposals (as disclosed by AT to the Operator) as at the date of preparation of the plan, in relation to the future strategic direction of Auckland public transport rail services after 25 January 2020 that also takes into account and complies with the projected funding available for the services from AT, as notified by AT to the Operator;

6.2 Insert as paragraph 1.1bb:

"set out in reasonable detail the Operator's management and operating strategies and plans for the provision of the Project Services;"

6.3 In the second line and third line of paragraph 1.1b of the Operations Management Schedule, insert "2017" before "Variation Commencement Date".

6.4 Replace paragraph 1.1c(G) of the Operations Management Schedule of the Passenger Services Agreement, with:

"KPI benchmarks for reliability, punctuality, customer satisfaction and Right Time Departures, together with all assumptions made when setting those KPI benchmarks. The KPI benchmarks for reliability, punctuality, customer satisfaction will be based on the 2016/2017 KPI benchmarks. The KPI benchmark for Right Time Departures will be 86% as outlined in paragraph 5(b) of the Financial Schedule."

6.5 Include the following as paragraphs 1.1c (J) and (K) of the Operations Management Schedule of the Passenger Services Agreement:

J "improvement initiatives that are to be implemented over the period of the Operations Management Plan and subject to quarterly review; and

K areas of potential cost reduction which the Operator proposes to target during the relevant period; and

6.6 In paragraph 2 of the Operations Management Plan, include the following at the end of the paragraph which begins with the words "A Direct Cost Budget":

"For the purpose of the Operations Management Plan for the Extension Period and an additional period of 6 months from the expiry of the Extension Period the Operator and AT will, by no later than 30 April 2017 agree the Direct Cost Budget for the first Full Year of the Extension Period. Not less than 2 months prior to each anniversary following the 2017 Variation Commencement Date the Direct Cost Budget for the subsequent Full Year will be reset by taking into consideration any Efficiency Gains and Train Manager Cost Savings from the previous Full Year as identified by the Operator and validated through the latest Efficiency Audit Report.

6.7 Replace paragraph 3.1 of the Operations Management Plan Schedule, with:

(a) in the case of the Operations Management Plan for the first Full Year of the Extension Period, 31 March 2017;

(b) in the case of any subsequent draft Operations Management Plan, 31 December of the Full Year preceding the Full Year in which that Operations Management Plan is to take effect or such other date as agreed by AT and the Operator.

6.8 Replace the second line of paragraph 3.4 of the Operations Management Plan Schedule, with:

"2017 Variation Commencement Date, AT shall notify the Operator within 20 Business Days of its receipt of the draft OMP, that AT:"

- 6.9 In the second line of paragraph 3.5 of the Operations Management Plan Schedule, insert "2017" before "Variation Commencement Date".
- 6.10 In the third line of paragraph 3.5 of the Operations Management Plan Schedule, replace "1 February" with "1 April".

## 7. Financial

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- 7.1 In the fourth line of paragraph 1.1c of the Financial Schedule, replace "and customer satisfaction" with ", customer satisfaction and Right Time Departures".

- 7.2 Insert after the first sentence in paragraph 2.2 of the Financial Schedule,

"In relation to the period from the 2017 Variation Commencement Date to 31 December 2018, the At Risk Direct Costs Margin will be adjusted in accordance with the sliding scale shown in the table in paragraph 5 of schedule 9."

- 7.3 In paragraph 2.2(a) of the Financial Schedule (for service reliability), replace [REDACTED] with [REDACTED]

- 7.4 In paragraph 2.2(c) of the Financial Schedule (for customer satisfaction), replace [REDACTED] with [REDACTED]

- 7.5 In paragraph 2.2(c)(i) of the Financial Schedule replace [REDACTED] with [REDACTED].

- 7.6 Replace paragraph 2.2(c)(ii) of the Financial Schedule, with:

[REDACTED] for Right Time Departures, which shall be assessed each month to determine if the Operator has achieved the Right Time Departure KPI for that month. If the Right Time Departure KPI has [REDACTED] in relation to the Right Time Departure KPI measure for that month. If the Right Time Departure KPI measure has been achieved for that month, then [REDACTED] of the [REDACTED] proportion of the At Risk Direct Costs Margin for that Full Year that is apportioned for Right Time Departures shall be payable as part of the next Quarterly payment of the At Risk Direct Costs Margin."

- 7.7 Replace the first sentence of paragraph 3 of the Financial Schedule with the following:

AT will provide the Efficiency Audit Report to the Operator:

- (a) in the case of the Efficiency Audit Report for the period from 1 July 2015 to 30 June 2016, on or before 1 March 2017;
- (b) in the case of the Efficiency Audit Report for each Full Year commencing on or after 1 July 2016, as soon as possible after the end of the relevant Full Year.

The Operator will:

- (d) use its best endeavours to provide to the Contract Committee within 3 months of the end of each Full Year, audited Financial Statements of the Operator for the relevant Full Year, together with an unqualified Audit Report; and

- (e) provide to the Contract Committee within 20 Business Days of the Operator's receipt of the Efficiency Audit Report, the Operator's analysis and recommendations in response to any issues identified in the Efficiency Audit Report for the relevant Full Year satisfactory to the Contract Committee.

7.8 In paragraph 5 of the Financial Schedule:

- (a) replace the definition of "At Risk Direct Costs Margin" with:

"At Risk Direct Costs Margin" means that part of the Direct Cost Margin that may become payable by AT to the Operator, subject to the Operator's achievement of agreed KPIs except that in relation to the period from the 2017 Variation Commencement Date to 31 December 2018. The At Risk Direct Costs Margin will be calculated in accordance with the formula specified in subparagraph (b) of this schedule on the basis that the AT Risk Direct Costs Margin [REDACTED]

- (b) [REDACTED]

Service Punctuality		Service Reliability		Customer Satisfaction		Right Time Departure	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The At Risk Direct Costs Margin for each month during the period from the 2017 Variation Commencement Date to 31 December 2018 is calculated as follows:

$$ARDCM = SPP + SRP + CSP + RTDP$$

Where:

ARDCM is the At Risk Direct Costs Margin for the relevant Full Year during the period from the 2017 Variation Commencement Date to 31 December 2018;

SPP is the Service Punctuality Percentage for each month, calculated in accordance with subparagraph (c);

SRP is the Service Reliability Percentage for each month calculated in accordance with subparagraph (d);

CSP is the Customer Satisfaction Percentage for each month calculated in accordance with subparagraph (e);

RTDP is the Right Time Departure Percentage for each month calculated in accordance with subparagraph (f);

- (c) The Service Punctuality Percentage is calculated as follows:

$$SPP = SPS \times \blacksquare \times \blacksquare$$

Where:

SPS is the relevant scale for the relevant service punctuality target achieved in that applicable Full Year (as described in the table in subparagraph (b) above);

- (d) The Service Reliability Percentage is calculated as follows:

$$SPP = SRS \times \blacksquare \times \blacksquare \%$$

Where:

SRS is the relevant scale for the relevant service reliability target achieved in that applicable Full Year (as described in the table in subparagraph (b) above);

- (e) The Customer Satisfaction Percentage is calculated as follows:

$$SPP = CSS \times \blacksquare \times \blacksquare$$

Where:

CSS is the relevant scale for the relevant customer satisfaction target achieved in that applicable Full Year (as described in the table in subparagraph (b) above);

- (f) The Right Time Departure Percentage is calculated as follows:

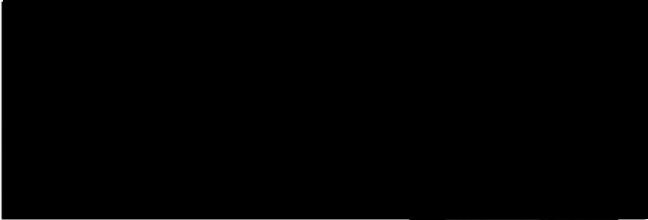
$$SPP = RTDP \times \blacksquare \times \blacksquare$$

Where:

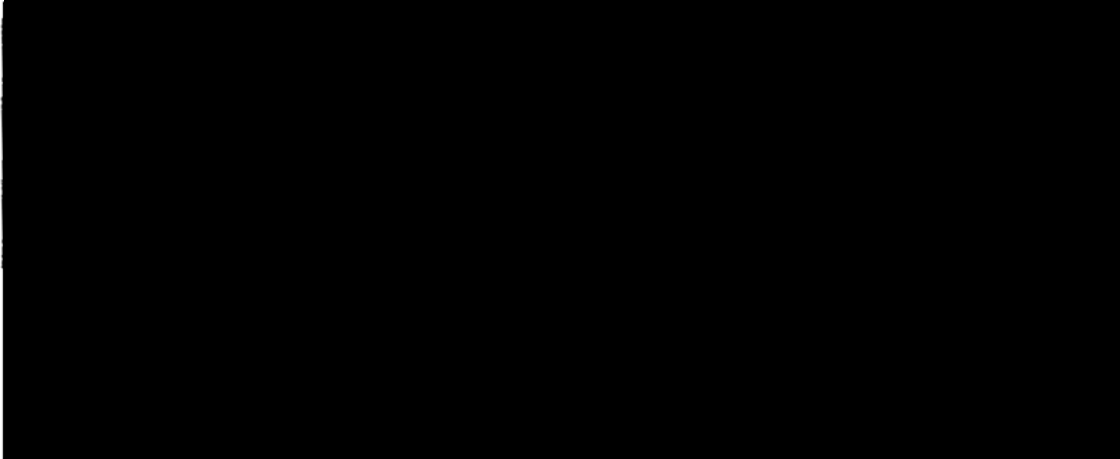
RTDP is the relevant scale for the relevant Right Time Departure target achieved in that applicable Full Year (as described in the table in subparagraph (b) above).

- (g) The At Risk Direct Costs Margin will be capped at  $\blacksquare$  of Direct Costs under the Approved Direct Cost Budget.

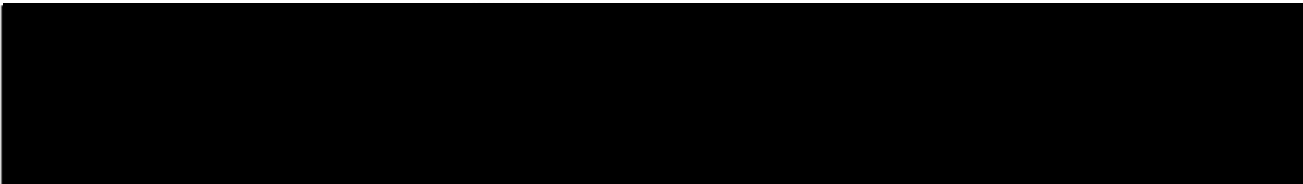
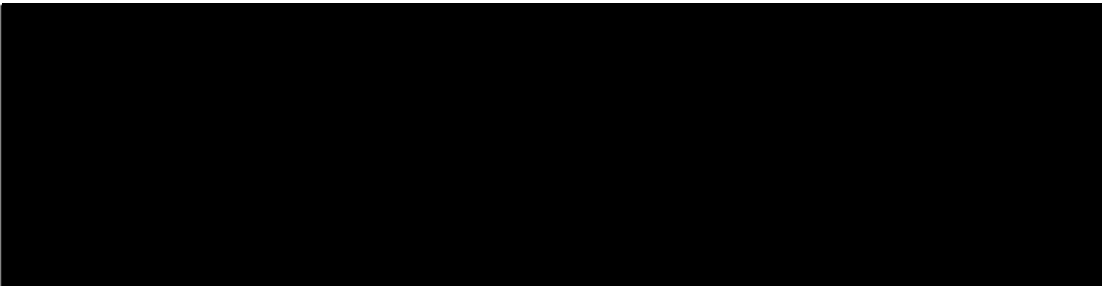
Worked example 1:



Worked example 2:



Worked example 3:



- (h) at the end of the definition of "Direct Cost Margin" insert "and, in relation to any Full Year [REDACTED]"

## 8. Performance regime

- 8.1 Insert as paragraph 1.2e in the Performance Regime Schedule:

- (e) Right time departures

- 8.2 In paragraph 1.3 of the Performance Regime Schedule, replace "and customer satisfaction" with ", customer satisfaction and Right Time Departures".

- 8.3 Insert as paragraph 3.5 in the Performance Regime Schedule:

### 3.5 Right time departures

A Right Time Departure means, in relation to a Train Service, a Train Service that departs from the relevant Britomart Transport Centre platform (in the case of a Train Service having in the Timetable as its timetabled origin the Britomart Transport Centre) or the relevant timetabled origin (i.e. the following stations: Manukau, Pukekohe, Papakura, or Swanson (in the case of any other Train Service having in the Timetable a timetabled origin that is not the Britomart Transport Centre) between -0/+59 seconds of its timetabled departure time, as specified for the relevant Train Service identified by its unique services number in the Timetable, except where the Train Service is cancelled.

- 8.4 Insert as paragraph 9 in the Performance Regime Schedule:

9 [REDACTED]

- (a) The Operator may propose initiatives, in the form of specific projects (not including the [REDACTED], the [REDACTED] or the Ticket Office Amalgamation Project) that [REDACTED] by submitting to AT a proposal specifying the details of the initiative and a programme for implementation (Draft Proposal).
- (b) AT will, no later than 10 Business Days after receipt of a Draft Proposal under paragraph 9a, review the Draft Proposal and acting reasonably, either:
- (i) approve the Draft Proposal; or
  - (ii) modify the Draft Proposal (to the extent that AT is not satisfied with those parts of the Draft Proposal); or
  - (iii) reject the Draft Proposal (to the extent that AT is not satisfied with all or part of the Draft Proposal), in which case the Operator may prepare another Draft Proposal and provide it to AT for review within 5 Business Days and this paragraph 9 will apply.
- (c) The Draft Proposal will upon acceptance by AT, be submitted to the Project Board for approval.
- (d) Only a Draft Proposal which has been agreed by AT and approved by the Project Board will be implemented.

- (e) If a Draft Proposal has been accepted by AT and approved by the Project Board and AT or the Operator implements it, then:
  - (i) the Operator is entitled to [REDACTED] (if any);
  - (ii) the Operator's [REDACTED] will be [REDACTED] and [REDACTED] of the [REDACTED] included in the Approved Direct Cost Budget; and
  - (iii) AT and the Operator will, acting reasonably, undertake quarterly reviews during the Extension Period to identify such cost savings.

8.5 Insert as paragraph 10 of the Performance Regime Schedule:

10 [REDACTED]

The [REDACTED] [REDACTED] will be paid by AT to the Operator in quarterly instalments on such dates as agreed by the Project Board.

## **9. Confirmation of other terms**

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9.1 The Passenger Services Agreement will remain fully effective as varied by this Agreement and the provisions of the Passenger Services Agreement will have effect as though the provisions contained in this Agreement had been contained in the Passenger Services Agreement with effect on and from the date of this Agreement.

9.2 For the avoidance of doubt, nothing in this Agreement prejudices any right or remedy of AT under or in relation to the Guarantee (as defined in the Passenger Services Agreement).

## **10. Governing law and jurisdiction**

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10.1 This Agreement is governed by and construed in accordance with New Zealand Law and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

**Schedule 1: Terms of reference (Appendix 1 to schedule 6  
(Additional Services))**

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[Steering Group terms of reference to be inserted]



## Schedule 2: Upgraded Timetable Project Programme (Appendix 2 to schedule 6 (Additional Services))

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### 1. Requirements

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The Upgraded Timetable Project Programme will include a programme, by week, of activities to be undertaken by the Operator to complete the Upgraded Timetable Project with sufficient details and programming to allow monitoring by the Project Board of the progress made by the Operator towards completion of the Upgraded Timetable Project.

### 2. Completion

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The Upgraded Timetable Project Completion Date will occur when the following matters are satisfied, as determined by AT:

- (a) the Train Services operate under an optimised Timetable (Upgraded Operational Services Timetable) as specified by AT which will, in relation to all inter-peak Train Services and all weekend Train Services:
  - (i) deliver up to 4 Train Services per Hour, from 0700-1900 seven days a week. During the Peak periods, Train Services will continue to operate at the current 10 minute intervals;
  - (ii) have indicative Average Dwell Times of 38 to 43 seconds, with the aim of reducing such indicative Average Dwell Times to 30 to 35 seconds following the [REDACTED] and
  - (iii) have Run Times that are reduced to a length that is aligned with reduced indicative Average Dwell Times following the implementation of operational improvements and efficiencies.

### Schedule 3: [REDACTED] (Appendix 3 to schedule 6 (Additional Services))

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#### 1. Requirements

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The [REDACTED] will include a programme, by week, of activities to be undertaken by the Operator to complete [REDACTED] with sufficient details and programming to allow monitoring by the Project Board who will have the ability to adjust the completion date if justified, the progress made by the Operator towards completion of the [REDACTED] and will include the following matters:

- 1.1 the undertaking of the [REDACTED] will commence 20 Business Days following the 2017 Variation Agreement Date;
- 1.2 the roles and responsibilities of the Project Steering Group are to be agreed on or before 20 Business Days following the 2017 Variation Agreement Date;
- 1.3 the Operator will within 20 Business Days following the 2017 Variation Agreement Date submit a combined [REDACTED] / [REDACTED] to the Project Steering Group for approval by the Project Steering Group prior to submission to the Project Board for approval;
- 1.4 the Project Steering Group members to be appointed by AT and the Operator are to be identified and appointed within 20 Business Days following the 2017 Variation Agreement Date. All appointments to be approved by the Project Board;
- 1.5 AT and the Operator will conduct the activities of the Project Steering Group through a joint project office;
- 1.6 Completion of the [REDACTED] on or before [REDACTED];
- 1.7 include opportunities for engaging with and work collaboratively with AT's [REDACTED] team to ensure the most efficient [REDACTED] and [REDACTED] are made available for both the [REDACTED] and [REDACTED];
- 1.8 include opportunities for engaging with all industry stakeholders in the final and agreed modifications programme for the EMU fleet to implement Completion of the [REDACTED];
- 1.9 include opportunities to engage with all industry stakeholders in the final and agreed station interface acceptance programme for the [REDACTED];
- 1.10 include opportunities to engage with all industry stakeholders in the final and agreed operating procedures and rail operating rules to deliver safe and effective [REDACTED];
- 1.11 the Operator will develop a variation to its Safety Case and submit to the NZTA in a timely manner to prevent any delay the Completion of the [REDACTED];
- 1.12 include a programme that will be developed and approved by the Project Steering Group for the provision of relevant training packages for [REDACTED];
- 1.13 AT, in agreement with the [REDACTED] Project Steering Group, will progress the upgrade of the simulators to reflect current operations and any changes agreed to achieve the safe and timely implementation of the [REDACTED];

1.14 will include a consultative process with the relevant union/s for the introduction of [REDACTED] to be managed by the Operator.

## 2. Completion

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The [REDACTED] Project Completion Date will occur when the following matters are satisfied, as determined by the Project Board:

- (a) the Operator delivers improved network performance through the realisation of the original door system design for [REDACTED] as measured by the achievement of the Indicative Average Dwell Times as specified in paragraph 2(b);
- (b) Indicative Average Dwell Times are targeted to be reduced to 30 to 35 seconds;
- (c) all Train Services operate without the [REDACTED] of a [REDACTED] to the extent that the [REDACTED];
- (d) all [REDACTED] specified in the [REDACTED];
- (e) all on-board operational procedures for [REDACTED], including emergency procedures are able to be properly carried out [REDACTED].

## Schedule 4: [REDACTED] (Appendix 4 to schedule 6 (Additional Services))

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### 1. Requirements

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- 1.1 The [REDACTED] will include a programme, by week, of activities to be undertaken by the Operator to complete the [REDACTED] with sufficient detail and programming to allow monitoring by the Project Board of the progress made by the Operator towards completion of the [REDACTED] and will include the following matters:
- (a) address the effective management of incidents and improve the personal security and safety of the passengers using the Auckland public transport networks as described in paragraph 1.2; and
  - (b) implement a fare enforcement regime for Auckland public transport services as described in paragraph 1.3.
- 1.2 The effective management of incidents and improving the personal security and safety of the Auckland public transport users is an important priority for AT. As part of AT's prioritisation system (as outlined in the Regional Public Transport Plan), AT aims to develop adequate plans and initiatives that:
- (a) reduce deaths and serious injuries on the transport network;
  - (b) improve personal security on the transport network; and
  - (c) utilise its human resources and vehicle capability efficiently so that it is able to better manage passenger safety and security across the Auckland public transport network.
- 1.3 The fare enforcement regime component of the [REDACTED] comprises:
- (a) the implementation, management and operation of gatelines at Britomart Transport Centre, Newmarket Station, Manukau Station, New Lynn Station and Otahuhu Transport Interchange (and future gating projects, as required by AT) for the purpose of ensuring customers travelling on the Auckland public transport network hold a valid entitlement to travel;
  - (b) the implementation, management and operation of a robust inspection regime of customers, both on-board the Auckland public transport network and at ungated stations, for the purpose of ensuring customers travelling on the Auckland public transport network hold a valid entitlement to travel;
  - (c) the issue of "Permit To Travel" notices or premium fare notices (or infringement notices or equivalent to the extent allowed by Applicable Laws at the relevant time) to customers who do not possess a valid entitlement to travel on the Auckland public transport network in accordance with the Conditions of Carriage, the provisions of this Agreement and any instructions of AT;
  - (d) the development of suitable revenue protection strategies to ensure (and not be limited to) compliance of the use of concession discounts, to reduce the occurrence of customers travelling to destinations beyond their valid fare and to encourage the uptake of the AT HOP Card;
  - (e) supporting AT in the delivery of legislative change to support the management of fare evasion and the enforcement of revenue protection policies and strategies; and

- (f) assisting AT in the identification, scoping, assessment and delivery (as required) of engineering solutions to improve the delivery of revenue protection policies and strategies across the Auckland public transport network.

## **2. Completion**

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The [REDACTED] will occur when the following matters are satisfied, as determined by the Project Board:

- (a) such number of AT transport officers, as specified in the [REDACTED], are fully trained and warranted by AT.
- (b) AT has taken over management of all gatelines and gateline functions at Britomart Transport Centre, Panmure, Newmarket Station, Manukau Station, New Lynn Station and Otahuhu Transport Interchange (and such other future gating projects, as required by AT);
- (c) AT has:
  - (i) taken over incident management functions at all stations; and
  - (ii) processes are in place for AT to respond to passenger related incidents on trains;
- (d) AT has taken over all ticket inspection functions;
- (e) the Operator has amended its Safety Case to reflect the operational change, which has been accepted by NZTA; and
- (f) TDAK's responsibility is around union discussions and staff relations issues and management.

## **Schedule 5: Ticket Office Amalgamation Project programme requirements (Appendix 5 to schedule 6 (Additional services))**

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### **1. Requirements for programme**

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The Ticket Office Amalgamation Project Programme will include a programme, by week, of activities to be undertaken by the Operator to complete the Ticket Office Amalgamation Project with sufficient detail and programming to allow monitoring by the Project Board of the progress made by the Operator towards completion of the Ticket Office Amalgamation Project.

### **2. Completion**

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The Ticket Office Amalgamation Project Completion Date will occur when the following matters are satisfied, as determined by the Project Board:

- (a) each of the Transdev Ticket Offices have been amalgamated with the AT Customer Service Centres and the amalgamated offices are managed by AT; and
- (b) on implementation of any changes to the hours of operation of any Remaining Ticket Offices as determined by AT; and
- (c) the Operator procures the taking over by AT of any Remaining Ticket Offices or the closure of any remaining ticket offices and 'pay here' booths without any outstanding project tasks.

**Execution**

Executed as an agreement.

Auckland Transport by 

Director/Authorised signatory

David Robertson  
Name

Transdev Auckland Limited by 

Director/Authorised signatory

PETER LODGE  
Name

Transdev Australasia Pty Limited  
by



Director/Authorised signatory

RENE LALONDE  
Name

