

Schedule 3 – Payment Mechanism

Definitions

Unless otherwise expressly defined in this Schedule 3, expressions used in this Schedule 3 have the meanings given to them in, or for the purposes of:

- (i) the Project Agreement; or
- (ii) the SPR,

(as the context requires).

Actual Fixed Rate means the fixed reference rate (exclusive of any margins or swap provider charges) applicable to the relevant Quarter:

- (a) in the Payment Month preceding a Refinancing, as estimated by the parties in anticipation of that Refinancing; and
- (b) in any other Payment Month, as set out in the Financial Model.

Actual Interest Payment means:

- (a) the interest payable at the Actual Fixed Rate (excluding any margins or swap provider charges) on the Base Case Fixed Rate Debt where Project Co is directed to hedge pursuant to clause 35.7(a)(i) of the Agreement; or
- (b) the floating rate payment obligation of Project Co for the relevant Quarter where the Territory makes an election pursuant to clause 35.7(a)(ii) of the Agreement.

Actual Volume (Off-peak) means the amount of electricity in kilowatt hours used by Project Co in Off-Peak Energy Periods in the course of performing the O&M Activities.

Actual Volume (Peak) means the amount of electricity in kilowatt hours used by Project Co in Peak Energy Periods in the course of performing the O&M Activities.

Actual Volume (Total) means the total amount of electricity in kilowatt hours used by Project Co in the course of performing the O&M Activities.

Additional Service means a Passenger Service that the Territory requires Project Co to provide in addition to the Minimum Services, in accordance with the then current Timetable, and that is not a Special Event Service.

Additional Services Payment means the amount calculated in accordance with section 4.

Affected Period means the time period that Special Event Services are operating, including journeys from and to the Depot for LRVs to commence and complete Special Event Services.

Annual Base Maximum Deduction for Service Quality equals *[Not disclosed]*.

Annual Service Payment Statement means the statement set out in section 13.

Assessment Guide means Appendix F.

Asset Management Adjustment means the amount calculated in accordance with section 11.

Availability and On Time Running Adjustment means a percentage amount calculated in accordance with section 8.

Base Case Fixed Rate Debt means, the amount of the outstanding private sector debt upon which fixed rate interest payments are made as set out in the Base Case Financial Model. For the purposes of calculating the Hedging Adjustment in section 14 the Base Case Fixed Rate Debt is to be expressed as a positive number.

Base Case Fixed Rate Interest Payment means the interest payable for the relevant Quarter (exclusive of any margins or swap provider charges) as set out in the Base Case Financial Model.

Base Case Interest Rate means in respect of a Payment Month, the reference fixed interest rate (exclusive of any margins or swap provider costs) as set out in the Base Case Financial Model.

Base Energy Consumption (Off-peak) means the energy consumption during Off-Peak Energy Periods forecast by Project Co based on the number of Passenger Services provided in the Initial Timetable (as set out in Table 9 of Appendix G).

Base Energy Consumption (Peak) means the energy consumption during Peak Energy Periods forecast by Project Co based on the number of Passenger Services provided in the Initial Timetable(as set out in Table 9 of Appendix G).

Base Energy Volume (Off-peak) means the volume of electricity calculated in accordance with Section 2 of Appendix G.

Base Energy Volume (Peak) means the volume of electricity calculated in accordance with Section 1 of Appendix G.

Base Maximum Deduction means the amount calculated in accordance with section 9.2.

Base Performance Adjustment means \$[*Not disclosed*] in real value at 1 January 2016.

Base Service Payment means the amount calculated in accordance with section 2.

Base Service Payment Components means the components of the Base Service Payment as set out in Table 2 of Appendix B.

Blended Renewable Energy Certificate Rate means the blended Renewable Energy Certificate Rate based on Project Co's actual mix of Renewable Energy Certificates purchased, in accordance with Appendix 12 of the SPR.

Capital Metro Renewable Energy Target Factor equals 0.1.

Capital Metro Renewable Energy Target Payment (CMT) means the amount calculated in accordance with section 3 of Appendix G.

CCTV means closed circuit television.

Completed Service means either:

- (a) a Passenger Service that departs from an Originating Stop, stops at all Stops and arrives at a Terminating Stop, in accordance with the Timetable; or
- (b) a Special Event Service that departs from an Originating Stop, stops at all Stops and arrives at a Terminating Stop, in accordance with the Special Event Timetable; and

a Passenger Service or a Special Event Service (as applicable) will only be a Completed Service if:

- (c) that Passenger Service or Special Event Service arrives at the Terminating Stop no later than the Scheduled Arrival Time of the next Passenger Service or Special Event Service (as applicable) following that Passenger Service or Special Event Service (as applicable); and
- (d) in the case of the last Passenger Service or Special Event Service (as applicable) of that day, that Passenger Service or Special Event Service arrives at the Terminating Stop no later than 15 minutes after the last Scheduled Arrival Time of that day.

Customer has the meaning given to it in the Agreement.

Customer Satisfaction Survey means the customer satisfaction survey as set out in Appendix C and intended to be completed by Customers.

Customer Satisfaction Survey Report means the report as set out in Appendix C.

Depot has the meaning given to it in Appendix 1 of the SPR.

Design Management Plan has the meaning given to it in Appendix 1 of the SPR.

Dickson means the Stop by that name as described in the SPR.

Early Departure means the departure of a Completed Service from a Measuring Stop more than 30 seconds before the Scheduled Departure Time, and excludes Special Events Services.

Early Services Adjustment means the amount calculated in accordance with section 8.3.

EDD means External Destination Display, which has the meaning given to it in Appendix 1 of the SPR.

Electricity Supply Agreement has the meaning given to it in the Agreement.

Energy Adjustment means the amount calculated in accordance with section 6.

Energy Period Adjustment means an amendment to Table 9 or Table 10 of Appendix G in accordance with Clause 6 of Appendix G.

Energy Period Adjustment Notice means a notice provided under Clause 6 of Appendix G in respect of an Energy Period Adjustment.

Fare Evasion means travel by Customers on the System without a valid ETS ticket, including by:

- (a) Customers without a ticket;
- (b) Customers with a concession ticket but without satisfactory evidence that the customer is entitled to use a concession ticket; and
- (c) Customers who are deemed by the Surveyor or the person authorised by the Territory to undertake Fare Evasion Surveys to be deliberately avoiding the Fare Evasion Survey.

Fare Evasion Survey means a survey undertaken in accordance with Appendix E to determine the level of Fare Evasion on the System.

Fare Evasion Survey Report means the report set out in Appendix E.

Fee has the meaning given to it in the Independent Certifier Deed of Appointment.

Historic Error means an error or omission identified by a Performance Audit in respect of any Monthly Service Payment that has been paid by the Territory prior to the Performance Audit being conducted.

Indexation Factor 1 has the meaning given to it in section 3.1.

Indexation Factor 2 has the meaning given to it in section 3.2.

Indexation Period means an Operating Year.

Initial Timetable has the meaning given to it in Appendix 1 of the SPR.

Insurance Payment means the Insurance Component, as calculated in accordance with clause 39.16 of the Agreement, that has been paid by Project Co during the relevant Payment Month.

Interest Period means three months (or such other period as may be agreed between the Borrower and the Facility Agent) in accordance with the Finance Documents.

KPI means Key Performance Indicator, a measure of Project Co's performance against specified criteria in Appendix A.

KPI Event means a failure to achieve a KPI in accordance with the requirements of the KPI Table as set out in Appendix A and which results in Performance Points being incurred by Project Co.

KPI Table means Table 1 of Appendix A.

Large-Scale Generation Renewable Energy Certificate means a Large-Scale Generation Renewable Energy Certificate created under the *Renewable Energy (Electricity) Act 2000* (Cth).

Large-Scale Generation Renewable Energy Certificate Rate (RECR_{LREC}) means the then current rate as set out in the electricity invoice for the relevant Payment Month in relation to Large-Scale Generation Renewable Energy Certificates. The rate is a compound rate of:

- (a) the relevant LREC charge specified in the Territory's then current Electricity Supply Agreement, expressed as a dollar amount per kilowatt hour;
- (b) the then current large-scale generation renewable energy percentage under the *Renewable Energy (Electricity) Act 2000* (Cth); and
- (c) any applicable distribution loss factors or transmission loss factors specified in the electricity invoice.

Late Arrival means the arrival of a Completed Service at a Measuring Stop more than 120 seconds after the Scheduled Arrival Time at that Measuring Stop, and excludes Special Events Services.

Late Services Adjustment means the amount calculated in accordance with section 8.4.

Late Service Result means the amount calculated in accordance with section 8.4.

Lifecycle Payment means the amount calculated in accordance with section 10.

LRV means Light Rail Vehicle.

Maximum Deduction for Service Quality means the amount calculated in accordance with section 9.2.

Maximum Deduction Ratchet means the factor calculated in accordance with section 9.2.

Maximum Services means the maximum number of Passenger Services to be provided in a Time Period as set out in Table 3 of Appendix B.

Measurement means the process of determining performance and compliance with the KPIs.

Measuring Stop means a Stop at which Early Departures and Late Arrivals are measured. Each of the following Stops is a Measuring Stop:

- (a) each Originating Stop;
- (b) each Terminating Stop;
- (c) Dickson; and
- (d) Well Station Drive.

Minimum Services means the minimum number of Passenger Services to be provided in a Time Period as set out in Table 3 of Appendix B.

Missed Headway Service means a Passenger Service or a Special Event Service (as applicable) that:

- (a) departs from the designated Originating Stop, stops at all Stops and arrives at the designated Terminating Stop, but arrives at the Terminating Stop or any Measuring Stop later than the Scheduled Arrival Time of the next Passenger Service or Special Event Service (as applicable) following that Passenger Service or Special Event Service; or
- (b) in the case of the last Passenger Service or Special Event Service of that day, departs from the designated Originating Stop, stops at all Stops and arrives at the designated Terminating Stop, but arrives at the Terminating Stop or any Measuring Stop later than 15 minutes after the last Scheduled Arrival Time of that day.

Monthly Availability means the amount calculated in accordance with section 8.2.

Monthly Operating Phase Performance Report has the meaning given to it in Appendix 32 of the SPR.

Monthly Service Payment means the amount calculated in accordance with section 1.

MOS means Model Output Schedule as defined in clause 1 of the Agreement.

Non-offensive Graffiti means all Graffiti other than Offensive Graffiti.

Off-Peak Energy Periods means all times other than Peak Energy Periods.

Offensive Graffiti means Graffiti which the Territory or a Customer may reasonably be considered to be contentious or offensive including anything depicting political, religious, racist or sexually explicit subject matter.

Operating Hours means the time from the first departure of the first Service in a day to the last arrival of the last Service in the same day.

Originating Stop means a Stop from which:

- (a) a Passenger Service commences its journey and is designated as such in the Timetable; or
- (b) a Special Event Service commences its journey and is designated as such in the Special Event Timetable.

PA means a Public Address, which has the meaning given to it in Appendix 1 of the SPR.

Partially Completed Service means a Passenger Service or a Special Event Service (as applicable) that:

- (a) departs from the designated Originating Stop but fails to arrive at the designated Terminating Stop;
- (b) does not depart from the designated Originating Stop but departs from another Stop and arrives at the designated Terminating Stop;
- (c) does not depart from the designated Originating Stop but departs from another Stop and does not arrive at the designated Terminating Stop; and
- (d) departs from the designated Originating Stop and arrives at the designated Terminating Stop but does not allow Customers to board or alight at one or more of the Stops in accordance with the Timetable or Special Event Timetable (as applicable).

Partially Completed Services Result means the amount calculated in accordance with section 8.2.

Passenger Service means Required Services and, for the purpose of Schedule 3 only, includes only the Minimum Services and Additional Services. Passenger Services do not include those Services prior to the first Service that may be required to undertake safety checks, in accordance with Appendix 28 of the SPR.

Passenger Service Availability means a percentage amount calculated in accordance with section 8.2.

Payment Claim has the meaning given to it in the Agreement.

Payment Month means a Month which falls in whole or in part within the Operating Phase, except that:

- (a) the first Payment Month will commence on the Operational Commencement Date and will end at the end of that Month; and
- (b) the last Payment Month will end on the last day of the Term.

Peak Energy Periods means between 0700 hours (07:00 a.m.) and 2200 hours (10:00 p.m.), or other times defined as 'peak' within the Territory's then current Electricity Supply Agreement.

Performance Audit means an audit carried out in accordance with clause 32.9 of the Agreement.

Performance Audit Adjustment means the amount payable or receivable pursuant to the identification of any Historic Error by the Performance Auditor acting in accordance with clause 32.9 of the Agreement. The Performance Audit Adjustment:

- (a) will be applied to the Monthly Service Payment that is payable in the Payment Month after the Historic Error(s) are identified by the Performance Auditor;
- (b) will be calculated as the difference between:
 - (i) the Monthly Service Payment that was actually paid in respect of the Payment Month(s) in which the Historic Error(s) was/were made; and
 - (ii) the Monthly Service Payment that would have been paid in respect of the Payment Month(s) in which the Historic Error(s) was/were made, if the Monthly Service Payment had been correctly accounted for in that Payment Month;
- (c) will be CPI Indexed; and
- (d) may be a positive or negative number.

If the correction of a Historic Error in respect of any Payment Month's Monthly Service Payment has a consequential impact on the Monthly Service Payment for any subsequent Payment Month, the Performance Audit Adjustment will also include any required adjustment in respect of these subsequent Payment Months, calculated in accordance with (a) to (d).

Performance Data means all data required to calculate Abatements arising from Service Failures and KPI Events.

Performance Points or PPs means the points incurred by Project Co for a KPI Event as calculated in accordance with the KPI Table.

PID means **Passenger Information Display**, which has the meaning given to it in Appendix 1 of the SPR.

Planned Maintenance has the meaning given to it in Appendix 1 of the SPR.

Platform means a raised structure within a Stop providing access to and from LRVs for passengers.

Price per Special Event Service means the applicable Price per Special Event Service set out in Table 5 of Appendix B.

Price per Special Event Service Hour means the applicable Price per Special Event Service Hour set out in Table 5 of Appendix B.

Renewable Energy Certificates means a renewable energy certificate created under Division 4 of Part 2 of the *Renewable Energy (Electricity) Act 2000 (Cth)*.

Renewable Energy Certificate Payment (RECP) means the amount calculated in accordance with section 3 of Appendix G.

Retail Energy Unit Price (Off-peak) means the price per kilowatt hour for Off-Peak Energy Periods specified in the Territory's then current Electricity Supply Agreement.

Retail Energy Unit Price (Peak) means the price per kilowatt hour for Peak Energy Periods specified in the Territory's then current Electricity Supply Agreement.

Ride Quality means the combination of lateral, longitudinal and horizontal accelerations experienced by Customers on LRVs providing Services.

Scheduled Arrival Time means the time at which a Passenger Service or Special Event Service is scheduled to arrive at a Measuring Stop in accordance with the Timetable or Special Event Timetable (as applicable).

Scheduled Departure Time means the time at which a Passenger Service or Special Event Service is scheduled to depart from a Measuring Stop in accordance with the Timetable or Special Event Timetable (as applicable).

Scheduled Inspection has the meaning given to it in Appendix D.

Service Band means each “Service Band” as set out in Table 4 of Appendix B.

Service Quality Deduction means the amount calculated in accordance with section 9.1.

Special Event has the meaning given to it in Appendix 1 of the SPR.

Small-Scale Generation Renewable Energy Certificate means a Small-Scale Generation Renewable Energy Certificate created under the *Renewable Energy (Electricity) Act 2000* (Cth).

Small-Scale Generation Renewable Energy Certificate Rate (RECR_{SREC}) means the then current rate as set out in the electricity invoice for the relevant Payment Month in relation to Small-Scale Generation Renewable Energy Certificates. The rate is a compound rate of:

- (a) the relevant SREC charge specified in the Territory's then current Electricity Supply Agreement, expressed as a dollar amount per kilowatt hour;
- (b) the then current small-scale generation renewable energy percentage under the *Renewable Energy (Electricity) Act 2000* (Cth); and
- (c) any applicable distribution loss factors or transmission loss factors specified in the electricity invoice.

Special Event Service has the meaning given to it in Appendix 1 of the SPR. For the avoidance of doubt, Special Event Services are provided in addition to the Minimum Services and the Additional Services.

Special Event Service Payment means the amount calculated in accordance with section 5.

Special Event Timetable has the meaning given to it in Appendix 1 of the SPR.

Special Event Type A has the meaning given to it in Appendix 1 of the SPR.

Special Event Type B has the meaning given to it in Appendix 1 of the SPR.

Stop has the meaning given to it in Appendix 1 of the SPR. For the avoidance of doubt the term 'Stop' in the KPI Table includes the extents of the track surface from end of ramp to end of ramp longitudinally and across the full width of the track from platform edge to platform edge (in the case of lateral platforms) and from platform edge to outer extent of trackbed surfacing material (in the case island platforms).

Surveyor means in respect of:

- (a) Customer Satisfaction Surveys, a person or entity appointed by Project Co to undertake the Customer Satisfaction Surveys; and
- (b) Fare Evasion Surveys, a person or entity appointed by the Territory to undertake Fare Evasion Surveys.

System Site means the Operating Phase Area and excludes Stops and Platforms.

System Site Zone means the area of the System Site from one Stop to the next adjacent Stop. An additional System Site Zone is the full area of the Operations Control Centre and the Depot.

Target Response Period has the meaning given to it in Appendix A.

Technical Maintenance Sub-Plan has the meaning given to it in Appendix 1 of the SPR.

Terminating Stop means a Stop at which:

- (a) a Passenger Service completes its journey having travelled in one direction and is designated as such in the Timetable; or
- (b) a Special Event Service completes its journey having travelled in one direction and is designated as such in the Special Event Timetable.

Territory Inspection has the meaning given to it in Appendix D.

Time Period means each "Time Period" in which a Service commences, as set out in Table 3, Table 4 and Table 5 of Appendix B.

Timetable has the meaning given to it in Appendix 1 of the SPR.

Total Scheduled Services means the total of the Minimum Services, the Additional Services and the Special Event Services scheduled.

Unplanned Service Disruption means a systemic interruption to Services of a duration of more than 5 minutes and impacting more than 1 LRV.

Unscheduled Inspection has the meaning given to it in Appendix D.

Variable Energy Consumption (Off-peak) means *[Not disclosed]*kWh , being the energy consumption for each Variable Service commenced during Off-Peak Energy Periods.

Variable Energy Consumption (Peak) means *[Not disclosed]*kWh being the energy consumption for each Variable Service commenced during Peak Energy Periods.

Variable Services means the Additional Services and the Special Event Services that are provided in addition to the Services contemplated in the Initial Timetable.

Variable Services (Off-peak) means, for any Payment Month, the Total Scheduled Services and Special Event Services for the relevant Month that commenced during Off-Peak Energy Periods less the relevant monthly Initial Timetable Service Level (Off-Peak), as set out in Table 10 of Appendix G.

Variable Services (Peak) means, for any Payment Month, the Total Scheduled Services and Special Event Services for the relevant Month that commenced during Peak Energy Periods less the relevant monthly Initial Timetable Service Level (Peak), as set out in Table 10 of Appendix G.

Weighted Indexation Factor means the indexation factor calculated in accordance with section 3.3.

Well Station Drive means the stop by that name as described in the SPR.

Wi Fi Data Payment means \$*[Not disclosed]* per month for the first *[Not disclosed]* Payment Months of the Operating Phase.

1. Monthly Service Payment

1.1 Calculation of the Monthly Service Payment

The Monthly Service Payment (**MSP**) for each Payment Month is calculated as follows:

$$\mathbf{MSP = BSP - BSP \times (1 - AOTRA) - SQD + LP + AMA + IP + PAA + HA + WDP}$$

where:

BSP	=	Base Service Payment for the relevant Payment Month calculated in accordance with section 2;
AOTRA	=	Availability and On Time Running Adjustment for the relevant Payment Month calculated in accordance with section 8;
SQD	=	Service Quality Deduction for the relevant Payment Month calculated in accordance with section 9;
LP	=	Lifecycle Payment for the relevant Payment Month calculated in accordance with section 10;
AMA	=	Asset Management Adjustment for the relevant Payment Month calculated in accordance with section 11;
IP	=	Insurance Payment for the relevant Payment Month;
PAA	=	Performance Audit Adjustment for the relevant Payment Month;
HA	=	Hedging Adjustment for the relevant Payment Month calculated in accordance with section 14; and
WDP	=	Wi Fi Data Payment for the relevant Payment Month.

1.2 Maximum deduction

If the Monthly Service Payment (excluding the Lifecycle Payment, Asset Management Adjustment, Insurance Payment, Performance Audit Adjustment, Hedging Adjustment and Wi Fi Data Payment components) for a Payment Month as calculated in accordance with this Schedule 3 is less than zero, then the Monthly Service Payment (excluding the same Lifecycle Payment, Asset Management Adjustment, Insurance Payment, Performance Audit Adjustment, Hedging Adjustment and Wi Fi Data Payment components) for that Payment Month will be deemed to be zero. Notwithstanding this, if the aggregate of the Lifecycle Payment, Asset Management Adjustment, Insurance Payment, Performance Audit Adjustment, Hedging Adjustment and Wi Fi Data Payment components in any Payment Month is less than zero, this amount will be a debt due and payable by Project Co to the Territory.

2. Base Service Payment

The Base Service Payment (**BSP**) for each Payment Month is calculated as follows:

$$\mathbf{BSP = [(BSPC1 + BSPCQ1 + BSPCQ2) + (BSPC2 \times IF1) + (BSPC3 \times IF2)] \times (Nm/Ny) + ASP + SEP + EA + PCC}$$

where:

BSPC1, BSPCQ1, BSPCQ2, BSPC2, BSPC3 = the Base Service Payment Component for the relevant time period as set out in Table 2 of Appendix B;

IF1	=	Indexation Factor 1 calculated in accordance with section 3.1;
IF2	=	Indexation Factor 2 calculated in accordance with section 3.2;
Nm	=	the number of days in the relevant Payment Month;
Ny	=	the number of days in the relevant Operating Year which will be 365 days in a non-leap year and 366 days if the relevant Operating Year is a leap year. To the extent that the first and the last Operating Years are part years, for the purposes of this calculation, the number of days in that year will be 365 or 366 as applicable;
ASP	=	Additional Services Payment calculated in accordance with section 4;
SEP	=	Special Event Service Payment calculated in accordance with section 5;
EA	=	Energy Adjustment for the relevant Payment Month calculated in accordance with section 6; and
PCC	=	Project Co Cost Component calculated in accordance with section 7.

3. Indexation

3.1 Indexation Factor 1

Indexation Factor 1 (IF1) for each Indexation Period is calculated as follows:

$$IF1 = (CPI_{(Q-1)} / CPI_{Base})$$

where:

$CPI_{(Q-1)}$ = $CPI_{(Q-1)}$ as determined in Schedule 4 of the Agreement; and

CPI_{Base} = CPI_{Base} as determined in Schedule 4 of the Agreement.

For the avoidance of doubt, the “relevant calculation date” for the purposes of Schedule 4 of the Agreement will be the first day of the Indexation Period.

3.2 Indexation Factor 2

Indexation Factor 2 (IF2) for each Indexation Period is calculated as follows:

$$IF2 = (WPI_{(Q-1)} / WPI_{Base}) \times ((1.04/1.0375)^{(n/4)})$$

where:

$WPI_{(Q-1)}$ = $WPI_{(Q-1)}$ as determined in Schedule 4 of the Agreement;

$WPI_{(Base)}$ = $WPI_{(Base)}$ as determined in Schedule 4 of the Agreement; and

n = n as determined in Schedule 4 of the Agreement.

For the avoidance of doubt, the “relevant calculation date” for the purposes of Schedule 4 of the Agreement will be the first day of the Indexation Period.

3.3 Weighted Indexation Factor

The Weighted Indexation Factor (**WIF**) for each relevant Indexation Period is calculated as follows:

$$\mathbf{WIF = IF1 \times W + IF2 \times (1 - W)}$$

where:

IF1 = Indexation Factor 1 calculated in accordance with section 3.1;

IF2 = Indexation Factor 2 calculated in accordance with section 3.2; and

W = **[Not disclosed]**%

4. Additional Services Payment

The Additional Services Payment (**ASP**) for each Payment Month is calculated as follows:

$$\mathbf{ASP = \sum[(TPS_n - SES_n - MS_n) \times PAS_{n,b}] \times WIF}$$

where:

TPS_n = the Total Scheduled Services for each Time Period (n) for the relevant Payment Month;

SES_n = the total number of Special Event Services for each Time Period (n) for the relevant Payment Month;

MS_n = the total number of Minimum Services for each Time Period (n) as contained in Table 3 of Appendix B for the relevant Payment Month;

PAS_n = price per Additional Service for each Time Period (n) for the applicable Service Band (b) as contained in Table 4 of Appendix B; and

WIF = Weighted Indexation Factor, calculated in accordance with section 3.3.

5. Special Event Service Payment

The Special Event Service Payment (**SEP**) for each Payment Month is calculated as follows:

$$\mathbf{SEP = [(SES \times PSES) + \sum(SH_{n,t} \times PSH_{n,t})] \times WIF}$$

where:

SES = the total number of Special Event Services for the relevant Payment Month;

PSES = Price per Special Event Service as set out in Table 5 of Appendix B;

SH_{n,t} = the total number of hours that were Affected Periods during each Time Period (n) for each Special Event Type (t) for the relevant Payment Month;

PSH_{n,t} = the relevant Price per Special Event Service Hour for each Time Period (n) for each Special Event Type (t) as set out in Table 5 of Appendix B; and

WIF = Weighted Indexation Factor, calculated in accordance with section 3.3.

6. Energy Adjustment

The Energy Adjustment (**EA**) for each Payment Month is calculated as follows:

$$\mathbf{EA = EP_{peak} + EP_{off-peak} + EP_{REC}}$$

where:

EP_{peak} = the Energy Payment in respect of peak energy consumption calculated in accordance with Appendix G;

EP_{off-peak} = the Energy Payment in respect of off-peak energy consumption calculated in accordance with Appendix G; and

EP_{REC} = the Energy Payment in respect of Renewable Energy Certificates calculated in accordance with Appendix G.

7. Project Co Cost Component

The Project Co Cost Component (**PCC**) for each Payment Month is calculated as follows:

$$\mathbf{PCC = (BPCC \times IF1) / M + IC}$$

where:

BPCC = the Base Project Co Cost Component for each relevant Operating Year as defined in the MOS;

IF1 = Indexation Factor 1, calculated in accordance with section 3.1;

M = the absolute number of Months in the Operating Year; and

IC = the portion of the Fee paid by Project Co in the relevant Payment Month in accordance with Schedule 3 of the Independent Certifier Deed of Appointment and clause 8.9(b) of the Agreement, and not including any amounts referred to in clauses 8.9(c) or 8.9(d) of the Agreement.

8. Availability and On Time Running Adjustment

8.1 Calculation of the Availability and On Time Running Adjustment

The Availability and On Time Running Adjustment (**AOTRA**) for each Payment Month is calculated as follows:

$$\mathbf{AOTRA = PSA - ESA - LSA}$$

PSA = Passenger Service Availability for the relevant Payment Month calculated in accordance with section 8.2;

ESA = Early Services Adjustment for the relevant Payment Month calculated in accordance with section 8.3; and

LSA = Late Services Adjustment for the relevant Payment Month calculated in accordance with section 8.4.

8.2 Calculation of the Passenger Service Availability

- (a) Passenger Service Availability (**PSA**) for each Payment Month is calculated as follows:

$$\text{PSA} = [\text{minimum } \{99.5\%, \text{MA}\}] / 99.5\%$$

where:

MA = Monthly Availability calculated in accordance with section (b).

- (b) Monthly Availability (**MA**) for each Payment Month is calculated as follows:

$$\text{MA} = (\text{CS} + [\text{MHS} * 0.70] + \text{PCSR}) / \text{TPS}$$

where:

CS = the number of Completed Services in the Payment Month;

MHS = the number of Missed Headway Services in the Payment Month;

PCSR = the Partially Completed Services Result for the Payment Month calculated in accordance with section (c); and

TPS = the number of Total Scheduled Services in the Payment Month.

- (c) The Partially Completed Services Result (**PCSR**) for each Payment Month is calculated as follows:

$$\text{PCSR} = \sum[(\text{AA}_d / \text{SA}_d) \times \text{TPCS}_d \times 0.70]$$

where:

AA_d = the actual number of arrivals at Stops by Passenger Services and Special Event Services in the relevant day (d) in the Payment Month;

SA_d = the number of scheduled arrivals at Stops by Passenger Services and Special Event Services for the relevant day (d) in the Payment Month, in accordance with the Timetable and Special Event Timetable (as applicable); and

TPCS_d = the total number of Passenger Services and Special Event Services for the relevant day (d) in the Payment Month for which Partially Completed Services were provided.

8.3 Calculation of the Early Services Adjustment

The Early Services Adjustment (**ESA**) for each Payment Month is calculated as follows:

$$\text{ESA} = (\text{SE} / \text{SS}) \times 0.70$$

where:

SE = the number of Early Departures in the relevant Payment Month; and

SS = the number of times that Completed Services (excluding Special Event Services) departed from Measuring Stops in the relevant Payment Month.

For the first 30 days of the Operating Phase, the number of Early Departures will be zero.

8.4 Calculation of the Late Services Adjustment

(a) The Late Services Adjustment (**LSA**) for each Payment Month is calculated as follows:

$$\text{LSA} = (1 - [(\text{minimum } \{98\%, (1 - \text{LSR})\}) / 98\%]) \times 0.35$$

where:

LSR = the Late Service Result calculated in accordance with section (b).

(b) The Late Service Result (**LSR**) for the relevant Payment Month is calculated as follows:

$$\text{LSR} = \text{SL} / \text{SC}$$

where:

SL = the number of Late Arrivals in the relevant Payment Month; and

SC = the number of times that Completed Services (excluding Special Event Services) arrived at Measuring Stops in the relevant Payment Month.

For the first 30 days of the Operating Phase, the number of Late Arrivals will be zero.

8.5 Planned Service Interruption

All Availability and On Time Running Adjustments for Passenger Service Availability, Early Services Adjustment and Late Services Adjustment associated with Planned Services Interruptions carried out in accordance with SPR Appendix 28 Operation and Customer Service clause 4.3.3. will not be included in the calculation of any Service Failure for a major Default under paragraph (r) of the definition of “Major Default” or any Service Failure for a Default Termination Event under paragraph (i) of the definition of “Default Termination Event”.

9. Service Quality Deduction

9.1 Calculation of the Service Quality Deduction

The Service Quality Deduction (**SQD**) for each Payment Month is calculated as:

$$\text{SQD} = \text{BPA} \times (\text{minimum } \{\sum \text{PP}_e, \text{MDSQ}\}) \times \text{IF1}$$

where:

BPA = Base Performance Adjustment;

PP_e = the total Performance Points accumulated during the Payment Month for each KPI Event (e);

MDSQ = the Maximum Deduction for Service Quality calculated in accordance with section 9.2; and

IF1 = Indexation Factor 1 calculated in accordance with section 3.1.

The total number of PPs accumulated in each Payment Month for KPIs 14 to 21 inclusive is capped at 320 PPs.

9.2 Calculation of the Maximum Deduction for Service Quality

- (a) The Maximum Deduction for Service Quality (**MDSQ**) for each Payment Month is calculated as:

$$\text{MDSQ} = \text{BMD} \times \text{MDR}$$

where:

BMD = the Base Maximum Deduction for Service Quality calculated in accordance with section (b); and

MDR = the Maximum Deduction Ratchet calculated in accordance with section (c).

- (b) The Base Maximum Deduction for Service Quality (**BMD**) for each Payment Month is calculated as:

$$\text{BMD} = \text{ABMD} \times (\text{Nm} / \text{Ny})$$

where:

ABMD = the Annual Base Maximum Deduction for Service Quality;

Nm = the total number of days in the relevant Payment Month; and

Ny = the total number of days in the relevant Operating Year which will be 365 days in a non-leap year and 366 days if the relevant Operating Year is a leap year. To the extent that the first and the last Operating Years are part years, for the purposes of this calculation, the number of days in that year will be 365 or 366 as applicable.

- (c) If, for any Payment Month, the total Performance Points (**PP_e**) calculated in accordance with section 9.1 is greater than the Base Maximum Deduction for Service Quality (**BMD**) calculated in accordance with section (b) for the same Payment Month, the Maximum Deduction Ratchet (**MDR**) for the relevant Payment Month will be:

(i) 1.00, if the total Performance Points (**PP_e**) calculated in accordance with section 9.1 for the immediately preceding Payment Month was not greater than the Base Maximum Deduction for Service Quality (**BMD**) calculated in accordance with section (b) for the same Payment Month; and

(ii) 1.25, if it is the second consecutive Payment Month in which the total Performance Points (**PP_e**) calculated in accordance with section 9.1 is greater than the Base Maximum Deduction for Service Quality (**BMD**) calculated in accordance with section (b) for the same Payment Months.

9.3 Planned Service Interruption

All Service Quality Deductions associated with Planned Services Interruptions carried out in accordance with SPR Appendix 28 Operation and Customer Service clause 4.3.3. will not be included in the calculation of any Service Failure for a major Default under paragraph (r) of the definition of "Major Default" or any Service Failure for a Default Termination Event under paragraph (i) of the definition of "Default Termination Event".

10. Lifecycle Payment

The Lifecycle Payment (LP) for each Payment Month is calculated as:

$$LP = (LP_{yr} \times IF1) / M$$

where:

LP_{yr} = the Lifecycle Payment as set out in Table 6 of Appendix B for each relevant Operating Year (yr);

IF1 = Indexation Factor 1, calculated in accordance with section 3.1; and

M = the absolute number of Months in the Operating Year.

11. Asset Management Adjustment

The Asset Management Adjustment (AMA) for each Payment Month is calculated as follows:

$$AMA = REL - RET$$

where:

REL = the amount reimbursed in the relevant Payment Month pursuant to clause 28.9(c) of the Agreement; and

RET = the amount withheld in the relevant Payment Month pursuant to clause 28.9(a) of the Agreement.

The Asset Management Adjustment may be positive or negative.

12. Payment Claims

12.1 Development of the Payment Claim

- (a) Project Co must provide the Territory details of its system for generating Payment Claims in the Design Management Plan.
- (b) Project Co must, during testing and commissioning, provide the Territory with a trial Payment Claim, based on the performance of the System during testing and commissioning. No payment will be made in respect of this trial Payment Claim.
- (c) Within 10 Business days of receipt of the trial Payment Claim, the Territory may require Project Co to implement changes to the form of the Payment Claim, to the extent that such changes will facilitate the transparency and understanding of the calculation of the Monthly Service Payments.

12.2 Submission of the Payment Claim

Project Co must prepare and submit a Payment Claim at the times required by clause 32.5 of the Agreement.

12.3 Form of the Payment Claim

The Payment Claim must include, as a minimum:

- (a) the Monthly Service Payment for that Month (calculated in accordance with this Schedule 3) and any other amounts then due and payable by the Territory or by Project Co; and
- (b) all supporting information required to support the calculation of the Monthly Service Payment and other amounts, including:
 - (i) the Monthly Operating Phase Performance Reports for the relevant Month;
 - (ii) a clear and transparent description of all calculations, including each component of the formulae as described in this Schedule 3, in a way which is clearly traceable to these formulae;
 - (iii) evidence of Project Co's performance against all performance measures and KPIs during the Month, as evidenced by data from the Monthly Operating Phase Performance Reports;
 - (iv) any Abatements that for which Project Co is entitled to relief from Abatement in accordance with clause 29 of the Agreement, and confirmation that the Monthly Service Payment is net of these Abatements;
 - (v) clear explanation for any anomalies or adjustments that have been made;
 - (vi) any data not already provided in the Monthly Operating Phase Performance Reports that is relevant to the Payment Claim;
 - (vii) any other evidence of the amounts included in the Payment Claim as reasonably required by the Territory;
 - (viii) a statement (given by a person having proper authority to do so and having knowledge of the financial records of Project Co relating to the relevant Project Activities), together with any supporting evidence which may be reasonably required by the Territory, that all subcontractors have been paid all moneys due and payable to them, except those amounts which are the subject of a good faith dispute (the particulars of which have been set out in the statement), in respect of the relevant Project Activities;
 - (ix) a statement of cumulative payments received by Project Co in both the Financial Year to date and during the Term to date; and
 - (x) any approvals and notices relevant to the Payment Claim.

13. Annual Service Payment Statements

13.1 Submission of the Annual Service Payment Statement

Within 20 Business days of the end of each Financial Year during the Operating Phase, Project Co must prepare and submit an Annual Service Payment Statement.

13.2 Form of the Annual Service Payment Statement

The Annual Service Payment Statement must include, as a minimum:

- (a) a statement of total amounts claimed and paid to Project Co during the relevant Financial Year; and
- (b) a statement of cumulative total annual amounts claimed and paid to Project Co during each Financial Year of the Operating Phase to date.

14. Hedging Adjustment

14.1 Calculation of the Hedging Adjustment

The Hedging Adjustment will be calculated as part of a Refinancing Event in accordance with the following formula:

$$HA = (INT_{Actual} - INT_{Bid}) * (Nm/Nq) + TA$$

where:

HA = Hedging Adjustment;

INT_{Actual} = Actual Interest Payment for the Interest Period for the relevant Payment Month;

INT_{Bid} = Base Case Fixed Rate Interest Payment for the relevant Payment Month;

Nm = the number of days in the relevant Payment Month;

Nq = the number of days in the relevant Interest Period; and

TA = The Transition Adjustment is only payable in the Payment Month immediately following a refinancing and provides a reconciliation between the estimated HA calculated for Territory invoicing in the month immediately preceding the Refinance and the actual HA calculated for the Payment Month immediately post Refinancing.

The Hedging Adjustment may be a positive or negative amount.

15. Timing of Services

For the purposes of this Schedule 3, Services that are provided after 24:00 on the first day of the Month up to and including the last Service of the previous day's Timetable, shall be counted as a Service that was provided in the previous Month. There shall be no double counting of Services.

Appendix A

Key Performance Indicators

1. General overview of the KPIs and KPI Table.

1.1 Purpose

This Appendix A of Schedule 3 sets out the KPIs that will be applied during the Operating Phase in order to measure Project Co's achievement of the minimum performance outcomes and to monitor and measure Project Co's performance.

The KPIs set out in this Appendix A of Schedule 3 will be used to determine any Service Quality Deduction that will apply in accordance with section 9.

1.2 Summary of the KPI Table

The information contained in the KPI Table is presented in the manner described in the following paragraphs:

- (a) The first column of the KPI Table, headed "No" allocates a reference number for each KPI.
- (b) The second column of the KPI Table, headed "KPI" describes each KPI that Project Co is required to meet, and also provides a reference to the SPR where applicable.
- (c) The third column of the KPI Table, headed "Measurement Method and Frequency" sets out the KPI measuring methods and frequencies that will be adopted to determine Project Co's performance against each KPI.
- (d) The fourth column of the KPI Table, headed "Performance Assessment Period" sets out the frequency of the calculation of Abatements in respect of the KPIs.
- (e) The fifth column of the KPI Table, headed "Performance Target" sets out the level of performance below which non-compliance is deemed to occur. It also sets out any Target Response Period, where applicable, within which Project Co must rectify any failure to meet a KPI to avoid the occurrence of a KPI Event. For some KPIs, such as those KPIs that require Project Co to achieve a specific level of availability rather than rectification of non-compliance within a specific time period, there will be no target response period.
- (f) The sixth column of the KPI Table, headed "Performance Failure" sets out the number of Performance Points that will be incurred by Project Co in respect of each KPI Event. If Project Co fails a single KPI multiple times during a period of measurement, Project Co will incur Performance Points for each failure of the KPI.
- (g) The KPIs set out in Appendix A of this Schedule 3 are separated into 5 categories being:
 - (i) Customer service and communications;
 - (ii) Customer comfort;
 - (iii) Asset condition and cleanliness;
 - (iv) systems availability; and
 - (v) revenue protection.

- (h) The headings shaded blue and set out at the beginning of each KPI category in the KPI Table are for guidance only. Project Co is only required to meet those KPIs that are allocated a KPI reference number.

1.3 No derogation from KPI Table

Project Co acknowledges and agrees that the content of this Appendix A:

- (a) does not derogate from Project Co's obligations and the Territory Project Documents; and
- (b) is not an exhaustive list of the performance standards and outcomes Project Co may be required to achieve to meet the KPIs and its obligations under the Territory Project Documents.

2. KPI Measurement Method

- (a) Where specified in the KPI Table, Project Co must monitor compliance with KPIs. Project Co's reporting requirements in respect of the KPIs are set out in Appendix D.
- (b) Where specified in the KPI Table, the Territory will monitor compliance with KPIs. The Territory Inspections in respect of the KPIs are set out in Appendix D.

3. KPI Table

Table 1 - KPI Table

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
Customer service and communications					
1.	<p>Overall Customer Satisfaction Project Co must achieve a minimum satisfaction rating in each question in the Customer Satisfaction Survey.</p>	<p>Customer Satisfaction Surveys carried out by Project Co with results submitted to the Territory in accordance with Appendix C.</p>	<p>Initial Customer Satisfaction Survey within 3 Months of the Operational Commencement Date and thereafter every 6 Months.</p>	<p>For each Customer Satisfaction Survey Project Co must achieve Customer Satisfaction Survey results of:</p> <ul style="list-style-type: none"> • an average score of no less than 8 for Question 1; and • an average score of no less than 6.5 for each of Questions 2 to 6. 	<p>[Not disclosed] PPs if the average score for Question 1 is less than 8; and [Not disclosed] PPs for each of Questions 2 to 6 where the average score is less than 6.5 per Question. If Project Co fails to meet the Performance Target, a KPI Event will occur in the Month in which the Customer Satisfaction Survey Report is provided to the Territory.</p>
2.	<p>Unplanned Service Disruption – Announcements at Stops to Customers Project Co must ensure that, in the event of an Unplanned Service Disruption, Customers at Stops are informed of the Unplanned Service Disruption via PA announcements and messages displayed on PIDs on each Platform where Customers are affected by the Unplanned Service Disruption. SPR Reference: Appendix 28</p>	<p>Project Co monitoring and monthly reporting.</p>	<p>Monthly</p>	<p>Notifications must be provided in accordance with the requirements in Appendix 28 of the SPR. For the purpose of this KPI, the required times for ‘continuous notifications’ means:</p> <ul style="list-style-type: none"> • for PA, announcements at intervals of no greater than 4 minutes; and • for PID, updates no later than 4 minutes after the situation changing; until the Unplanned Service 	<p>[Not disclosed] PP for every Platform where the initial notification by either PID or PA is later than 4 minutes after an Unplanned Service Disruption commences. For the avoidance of doubt, if the non-compliance relates to both PID and PA, a single Abatement applies per Platform for every Unplanned Service Disruption. [Not disclosed] PPs for every Platform where continuous notifications by either PID or PA are not provided within the required time until the Unplanned Service Disruption finishes. For the avoidance of</p>

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
				Disruption finishes.	doubt, if the non-compliance relates to both PID and PA, a single Abatement applies per Platform for every Unplanned Service Disruption.
3.	<p>Unplanned Service Disruption – Announcements on-board LRVs to Customers</p> <p>Project Co must ensure that, in the event of an Unplanned Service Disruption, Customers on-board LRVs are informed of the Unplanned Service Disruption via on-board PA announcements and messages displayed on PIDs on all LRVs that suffer a delay as a result of the Unplanned Service Disruption. SPR Reference: Appendix 28</p>	Project Co monitoring and monthly reporting.	Monthly	<p>Notifications must be provided in accordance with the requirements in Appendix 28 of the SPR.</p> <p>For the purpose of this KPI, the required times for ‘continuous notifications’ means:</p> <ul style="list-style-type: none"> for PA, announcements at intervals of no greater than 4 minutes; and for PID, updates no later than 4 minutes after the situation changing; <p>until the Unplanned Service Disruption finishes.</p>	<p>[Not disclosed] PP for every LRV where the initial notification by either PID or PA is later than 4 minutes after an Unplanned Service Disruption commences. For the avoidance of doubt, if the non-compliance relates to both PID and PA, a single Abatement applies per LRV for every Unplanned Service Disruption.</p> <p>[Not disclosed] PPs for every LRV where continuous notifications by either PID or PA are not provided within the required time until the Unplanned Service Disruption finishes. For the avoidance of doubt, if the non-compliance relates to both PID and PA, a single Abatement applies per LRV for every Unplanned Service Disruption.</p>
Customer Comfort					
4.	<p>Ride Quality</p> <p>Project Co must ensure that all LRVs satisfy Ride Quality requirements. SPR Reference: Appendix 16</p>	Project Co monitoring and reporting. Annual Ride Quality tests carried out by Project Co on 2 LRVs.	Annually	Where the Ride Quality fails to satisfy the requirements set out in Appendix 16 of the SPR, Project Co must rectify any non-compliance(s) within 1 month.	<p>[Not disclosed] PPs per LRV applied to 50% of the fleet if one LRV does not meet the Performance Target and the non-compliance is not rectified within 1 Month; or</p> <p>[Not disclosed] PPs per LRV applied to 100% of the fleet if both LRVs fail to meet the Performance Target and the non-compliances are not rectified within 1</p>

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
					<p>Month.</p> <p>A Performance Failure will occur, and PPs will be accumulated, each month until Project Co can demonstrate by Ride Quality test results that the Ride Quality requirements in Appendix 16 of the SPR have been met.</p>
5.	<p>LRV internal temperature Project Co must ensure that the internal temperature of each LRV providing Services is within the required limits. SPR Reference: Appendix 16</p>	<p>Project Co monitoring and monthly reporting.</p>	<p>Monthly.</p>	<p>The internal temperature of each LRV providing Services must be within the required limits set out in Appendix 16 of the SPR. Non-compliance with the requirements must be rectified within 40 minutes of not meeting the requirement, or the LRV must be removed from service.</p>	<p>[Not disclosed] PPs for every LRV where, if the non-compliance is not rectified within 40 minutes, the LRV is not removed from service; and [Not disclosed] PPs for every subsequent hour that the LRV remains providing Services without the non-compliance having been rectified.</p>
Asset Condition and Cleanliness					
6.	<p>Stop condition Project Co must ensure that each Stop is maintained so as to present a high quality and attractive appearance. SPR Reference: Appendix 28</p>	<p>Territory Inspection, in accordance with the Assessment Guide. Territory Inspections will be conducted at least monthly, but may be more frequent.</p>	<p>Monthly.</p>	<p>The Assessment Guide (Appendix F) will be used by the Territory to score each Stop inspected. Performance Targets are set out in the Assessment Guide, using a scale of 1 to 3. A score of 1 or 2 is considered to be a non-compliance. Project Co must rectify any non-compliance within 24 hours of having first been brought to the attention of Project Co.</p>	<p>[Not disclosed] PP for each Stop given a score of 3. [Not disclosed] PPs for each Stop given a score of 2, and the non-compliance is not rectified within 24 hours of having first been brought to the attention of Project Co. [Not disclosed] PPs for each Stop given a score of 1, and the non-compliance is not rectified within 24 hours of having first been brought to the attention of Project Co.</p>

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
7.	<p>Stop Cleanliness Project Co must ensure that each Stop is maintained in a clean condition. SPR Reference: Appendix 28</p>	<p>Territory Inspection, in accordance with the Assessment Guide. Territory Inspections will be conducted at least monthly, but may be more frequent.</p>	<p>Monthly.</p>	<p>The Assessment Guide (Appendix F) will be used by the Territory to score each Stop inspected. Performance Targets are set out in the Assessment Guide, using a scale of 1 to 3. A score of 1 or 2 is considered to be a non-compliance. Project Co must rectify any non-compliance within 3 hours of having first been brought to the attention of Project Co, or – if the non-compliance is first identified or brought to the attention of Project Co within the last three hours of the end of the Operating Hours – the commencement of Services on the next day.</p>	<p>[Not disclosed] PP for each Stop given a score of 3. [Not disclosed]PPs for each Stop given a score of 2, and the non-compliance is not rectified within 3 hours of having first been brought to the attention of Project Co, or – if the non-compliance is first brought to the attention of Project Co within the last three hours of the end of the Operating Hours – the commencement of Services on the next day. [Not disclosed] PPs for each Stop given a score of 1, and the non-compliance is not rectified within 3 hours of having first been brought to the attention of Project Co, or – if the non-compliance is first brought to the attention of Project Co within the last three hours of the end of the Operating Hours – the commencement of Services on the next day.</p>
8.	<p>Graffiti at Stops Project Co must ensure that Graffiti is removed from Stops.</p>	<p>Territory Inspection. Territory Inspections will be conducted at least monthly, but may be more frequent.</p>	<p>Monthly.</p>	<p>Graffiti must be removed within the following required times:</p> <ul style="list-style-type: none"> Offensive Graffiti must be removed within 3 hours of having first brought to the attention of Project Co. Non-offensive Graffiti must be removed within 12 hours of having first been brought to the attention of Project Co. 	<p>[Not disclosed] PPs for every Stop where any Graffiti is not removed within the relevant required time; and, in respect of the same Graffiti:</p> <ul style="list-style-type: none"> If there is Offensive Graffiti, [Not disclosed] PPs for every subsequent 3 hours that it is not removed from that Stop; or If it is Non-offensive Graffiti, [Not disclosed] PPs for every

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
					subsequent 24 hours that it is not removed from that Stop.
9.	<p>System Site Condition Project Co must ensure that the System Site is maintained to the required standards so as to present a high quality and attractive appearance. SPR Reference: Appendix 10</p>	<p>Territory Inspection, in accordance with the Assessment Guide. Territory Inspections will be conducted at least monthly, but may be more frequent. The System Site will be divided into System Site Zones for the purpose of the Inspections.</p>	Monthly.	<p>The Assessment Guide (Appendix F) will be used by the Territory to score each System Site Zone inspected. Performance Targets are set out in the Assessment Guide, using a 'Pass' and 'Fail' approach. A 'Fail' is considered to be a non-compliance. Project Co must rectify any non-compliance within 7 days of having first been brought to the attention of Project Co.</p>	<p>[Not disclosed] PPs for each System Site Zone where any non-compliance is not rectified within 7 days of having first been brought to the attention of Project Co; and [Not disclosed] PPs per System Site Zone for every subsequent 7 days that any non-compliance is not rectified at that System Site Zone.</p>
10.	<p>System Site Cleanliness Project Co must ensure that the System Site is maintained in a clean condition. SPR Reference: Appendix 10</p>	<p>Territory Inspection, in accordance with the Assessment Guide. Territory Inspections will be conducted at least</p>	Monthly.	<p>The Assessment Guide (Appendix F) will be used by the Territory to score each System Site Zone inspected. Performance Targets are set out in the Assessment Guide, using a 'Pass' and 'Fail' approach. A 'Fail' is considered to be a non-compliance. Project Co must rectify any non-compliance within 24 hours of having first been brought to the attention of</p>	<p>[Not disclosed] PPs for each System Site Zone where any non-compliance is not rectified within 24 hours of having first been brought to the attention of Project Co; and [Not disclosed] PPs per System Site Zone for every subsequent 24 hours that any non-compliance is not rectified at that System Site Zone.</p>

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
		<p>monthly, but may be more frequent. The System Site will be divided into System Site Zones for the purpose of the Inspections.</p>		Project Co.	
11.	<p>LRV Cleanliness Project Co must ensure that the interiors and exteriors of all LRVs are maintained in a clean condition. SPR Reference: Appendix 28</p>	<p>Territory Inspection, in accordance with the Assessment Guide. Territory Inspections will be conducted at least monthly, but may be more frequent.</p>	Monthly.	<p>The Assessment Guide (Appendix F) will be used by the Territory to score each LRV inspected. Performance Targets are set out in the Assessment Guide, using a scale of 1 to 3. A score of 1 or 2 is considered to be a non-compliance. Project Co must rectify any non-compliance within 1 hour or remove the relevant LRV from service.</p>	<p>[Not disclosed] PP for each LRV given a score of 3. [Not disclosed] PPs for each LRV given a score of 2, and:</p> <ul style="list-style-type: none"> • the non-compliance is not rectified within 1 hour of having first been brought to the attention of Project Co; or • the LRV is not removed from service within 1 hour of the non-compliance having first been brought to the attention of Project Co; • or the LRV re-enters service without the non-compliance having been rectified. <p>[Not disclosed] PPs for each LRV given a score of 1, and:</p> <ul style="list-style-type: none"> • the non-compliance is not rectified within 1 hour of having first been brought to the attention of Project Co; or • the LRV is not removed from service

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
					<p>within 1 hour of the non-compliance having first been brought to the attention of Project Co;</p> <ul style="list-style-type: none"> • or the LRV re-enters service without the non-compliance having been rectified.
12.	<p>LRV Condition Project Co must ensure that the interiors and exteriors of all LRVs are maintained to present a high quality and attractive appearance. SPR Reference: Appendix 28</p>	<p>Territory Inspection, in accordance with the Assessment Guide. Territory Inspections will be conducted at least monthly, but may be more frequent.</p>	<p>Monthly.</p>	<p>The Assessment Guide (Appendix F) will be used by the Territory to score each LRV inspected. Performance Targets are set out in the Assessment Guide, using a scale of 1 to 3. A score of 1 or 2 is considered to be a non-compliance. Project Co must rectify any non-compliance within 2 hours or remove the relevant LRV from service.</p>	<p>[Not disclosed] PP for each LRV given a score of 3. [Not disclosed] PPs for each LRV given a score of 2, and:</p> <ul style="list-style-type: none"> • the non-compliance is not rectified within 2 hour of having first been brought to the attention of Project Co; or • the LRV is not removed from service within 2 hour of the non-compliance having first been brought to the attention of Project Co; or • the LRV re-enters service without the non-compliance having been rectified. <p>[Not disclosed] PPs for each LRV given a score of 1, and:</p> <ul style="list-style-type: none"> • the non-compliance is not rectified within 2 hour of having first been brought to the attention of Project Co; or • the LRV is not removed from service within 2 hour of the non-compliance having first been brought to the attention of Project Co; or

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
					<ul style="list-style-type: none"> the LRV re-enters service without the non-compliance having been rectified.
13.	<p>Graffiti on LRVs Project Co must ensure that Graffiti is removed from LRV interiors and exteriors. SPR Reference: Appendix 28</p>	<p>Territory Inspection. Territory Inspections will be conducted at least monthly, but may be more frequent.</p>	<p>Monthly.</p>	<p>Graffiti must be removed within the following required times:</p> <ul style="list-style-type: none"> Offensive Graffiti on a LRV providing Services must be removed within 1 hour of having first been brought to the attention of Project Co. Non-offensive Graffiti on a LRV providing Services must be removed prior to entering service the next day. 	<p>For Offensive Graffiti, [Not disclosed] PP for each LRV where:</p> <ul style="list-style-type: none"> the Offensive Graffiti is not removed within the required time; or the relevant LRV is not removed from service within the required time; or the LRV re-enters service without the same Offensive Graffiti having been removed; <p>and</p> <p>for the same Offensive Graffiti, [Not disclosed] PPs for each LRV for every subsequent hour that:</p> <ul style="list-style-type: none"> the same Offensive Graffiti is not removed from that LRV; or the relevant LRV is not removed from service; or the LRV re-enters service without the same Offensive Graffiti having been removed. <p>For every LRV with Non-offensive Graffiti, [Not disclosed] PP for every day during which the LRV is providing Services with Non-offensive Graffiti following the day on which the same Non-offensive Graffiti was brought to the attention of Project Co.</p>

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
Systems Availability					
The total number of PPs accumulated in a Month for KPIs 14 to 21 inclusive is capped at 320 PPs.					
14.	PIDs at Stops Project Co must ensure that each of the PIDs at each platform is available and operating. SPR Reference: Appendix 15	Project Co monitoring and monthly reporting.	Monthly	99.5% availability for each PID. For this KPI, ‘availability’ means that the PID is available and operational, excluding during Planned Maintenance activities outside of Operating Hours that directly impact the PIDs. The rate of Abatement increases if availability is lower than 96%. Abatement is capped at 90% availability.	For each PID, [Not disclosed] PP per 0.01% that the availability of the PID during the Month is below 99.5 % but above or equal to 96%; For each PID, [Not disclosed] PP per 0.01% that the availability of the PID during the Month is below 96% but above or equal to 90%; and [Not disclosed] PP for each PID for which the availability of the PID during the Month is below 90%.
15.	PA at Stops Project Co must ensure that the PA system at each platform is available and operating. SPR Reference: Appendix 15	Project Co monitoring and monthly reporting.	Monthly.	99.5% availability for each PA system. For this KPI, ‘availability’ means that the PA system at a Stop (island) or platform (side), as applicable, is available and operational, excluding during Planned Maintenance activities outside of Operating Hours that directly affect the PA system. The rate of Abatement increases if availability is lower than 96%. Abatement is capped at 90% availability.	For each PA system, [Not disclosed] PP per 0.01% that the availability of the PA system during the Month is below 99.5 % but above or equal to 96%; For each PA system, [Not disclosed] PP per 0.01% that the availability of the PA system during the Month is below 96% but above or equal to 90%; and [Not disclosed] PP for each PA system for which the availability of the PA system during the Month is below 90%.
16.	PIDs and EDDs on board LRVs Project Co must ensure that the PIDs and EDDs on-board all LRVs providing	Project Co monitoring and monthly reporting.	Monthly.	PIDs and EDDs on-board every LRV providing Services must be available. For this KPI, ‘availability’ means that	[Not disclosed] PP for every LRV providing Services with up to or equal of 50% of PIDs or up to or equal of 50% of EDDs unavailable, where

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
	<p>Services are available and operating. SPR Reference: Appendix 16</p>			<p>the PID or EDD is available and operational, excluding during Planned Maintenance activities outside of Operating Hours that directly impact the PIDs or EDDs.</p>	<ul style="list-style-type: none"> • the non-compliance is not rectified within 3 hours; or • the relevant LRV is not removed from service within 3 hours; or • the LRV re-enters service without the non-compliance having been rectified; <p>or</p> <p>[Not disclosed] PPs for every LRV providing Services with more than 50% of PIDs or more than 50% of EDDs unavailable, where</p> <ul style="list-style-type: none"> • the non-compliance is not rectified within 3 hours; or • the relevant LRV is not removed from service within 3 hours; or • the LRV re-enters service without the non-compliance having been rectified; <p>and</p> <ul style="list-style-type: none"> • [Not disclosed] PP for every subsequent hour that the relevant LRV remains providing Services with up to or equal to 50% of PIDs or up to or equal to 50% of EDDs not available; or • [Not disclosed] PPs for every subsequent hour that the relevant LRV remains providing Services with more than 50% of PIDs or more than 50% of EDDs not available.

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
17.	<p>PA on-board LRVs Project Co must ensure that the PA systems on-board all LRVs providing Services are available and operating. SPR Reference: Appendix 16</p>	Project Co monitoring and monthly reporting.	Monthly.	For this KPI, ‘availability’ means that the PA system on a LRV, is available and operational, excluding during Planned Maintenance activities outside of Operating Hours that directly impact the PA systems.	<p>[Not disclosed] PPs for every LRV providing Services with the PA system unavailable, where</p> <ul style="list-style-type: none"> • the non-compliance is not rectified within 1 hour; or • the relevant LRV is not removed from service within 1 hour; or • the LRV re-enters service without the non-compliance having been rectified; <p>and</p> <p>[Not disclosed] PPs for every subsequent hour the LRV remains providing Services with the PA system unavailable.</p>
18.	<p>Emergency help points at Stops Project Co must ensure that each of the EHPs at each Stop is available and operating. SPR Reference: Appendix 15</p>	Project Co monitoring and monthly reporting.	Monthly.	<p>Each emergency help point must be available 24 hours a day. For this KPI, ‘availability’ means that an emergency help point is available and operational. If a failure to an emergency help point occurs outside of Operating Hours, the emergency help point must be repaired before commencement of Services the next day.</p>	<p>[Not disclosed] PP for every emergency help point for which a non-compliance is not rectified within 30 minutes; and</p> <p>[Not disclosed] PPs for every subsequent 60 minutes that fall within Operating Hours that the same emergency help point remains unavailable, and a Project Co member of staff is not present at the relevant Stop.</p>
19.	<p>Emergency help points on LRVs Project Co must ensure that each of the emergency help points on each LRV are available and operating. SPR Reference: Appendix 16</p>	Project Co monitoring and monthly reporting.	Monthly.	<p>Each emergency help point must be available on all LRVs providing Services. For this KPI, ‘availability’ means that an emergency help point is available</p>	<p>[Not disclosed] PP for every Passenger service operated by a LRV with any emergency help point unavailable and that non-compliance is not repaired or the LRV removed from service within 1 hour</p>

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
				and operational.	of the non-compliance occurring; and [Not disclosed] PP for every subsequent hour the LRV remains providing Services with an unavailable emergency help point.
20.	CCTV at Stops Project Co must ensure that each of the CCTV cameras at Stops is available and operating. SPR Reference: Appendix 15	Project Co monitoring and monthly reporting.	Monthly.	98.5% availability for each CCTV camera. For this KPI, 'availability' means that a CCTV camera is available and operational, excluding during Planned Maintenance activities outside of Operating Hours, that directly impact on the CCTV system at Stops. Abatement is capped at 90% availability for each CCTV camera.	For each CCTV camera, [Not disclosed] PP per 0.01% that the availability of the CCTV camera during the Month is below 98.5% but above or equal to 90%; and [Not disclosed] PP for each CCTV camera for which the availability of the CCTV camera during the Month is below 90%.
21.	CCTV on-board LRVs Project Co must ensure that each of the CCTV cameras on-board all LRVs are available and operating. SPR Reference: Appendix 16	Project Co monitoring and monthly reporting.	Monthly.	If more than 50% of the CCTV cameras on-board a LRV providing Services are not available and operating then Project Co must remove the LRV from service within 1 hour. For this KPI, 'availability' means that the CCTV camera is available and operational.	[Not disclosed] PP for every LRV providing Services with up to or equal of 25% of CCTV cameras unavailable, where <ul style="list-style-type: none"> • the non-compliance is not rectified within 3 hours; or • the relevant LRV is not removed from service within 3 hours; or • the LRV re-enters service without the non-compliance having been rectified; or [Not disclosed] PPs for every LRV providing Services with more than 25% of CCTV cameras unavailable, where

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
					<ul style="list-style-type: none"> the non-compliance is not rectified within 1 hour; or the relevant LRV is not removed from service within 1 hour; or the LRV re-enters service without the non-compliance having been rectified; <p>and</p> <ul style="list-style-type: none"> [Not disclosed] PP for every subsequent hour that the relevant LRV remains providing Services with up to or equal of 25% of CCTV cameras unavailable; and [Not disclosed] PPs for every subsequent hour that the relevant LRV remains providing Services with more than 25% of CCTV cameras unavailable.
Revenue Protection					
22.	<p>Fare Evasion Project Co must ensure that the level of Fare Evasion on the System is minimised. SPR Reference: Appendix 28</p>	<p>The level of Fare Evasion will be determined by a Fare Evasion Survey undertaken by the Territory in accordance with Appendix E.</p>	<p>Every 6 Months.</p>	<p>A level of Fare Evasion of 7 to 9%, measured in accordance with Appendix E. Abatement will apply if the level of Fare Evasion is higher than 9%. Abatement is capped at a Fare Evasion level of 15%. If the level of Fare Evasion is less than 7% Project Co will accumulate negative PPs. The accumulation of negative PPs is capped at a Fare Evasion level of 5%.</p>	<p>[Not disclosed] PP for every 0.01% that the level of Fare Evasion is above 9%, but below or equal to 12%; and [Not disclosed] PP for every 0.01% that the level of Fare Evasion is above 12% but below or equal to 15%. [Not disclosed] PP for every 0.01% that the level of Fare Evasion is below 7% but above or equal to 5%. Abatement or the accumulation of negative PPs will occur in the Month in which the Fare Evasion Survey is</p>

No	KPI	Measurement Method and Frequency	Performance Assessment Period	Performance Target	Performance Failure
					undertaken and each of the subsequent Months until the next Fare Evasion Survey is undertaken.

Appendix B

Payment components

1. Base Service Payment Components

The Base Service Payment Component for each Payment Month is calculated in reference to Table 2.

Table 2: Base Service Payment Components (\$Real at 1 January 2016)

Description		Applicable Indexation Factor	\$ per annum	Period in which the relevant BSPC applies (to the extent such period falls within the Operating Phase)	
				Commencement of period	End of period
BSPCQ1	Non-indexing component	N/a	[Not disclosed]	11 August 2018	31 October 2018
BSPCQ2	Non-indexing component	N/a	[Not disclosed]	1 November 2018	31 January 2019
BSPC1	Non-indexing component	N/a	[Not disclosed]	1 February 2019	31 August 2038
BSPC2	Indexing component 1	IF1	[Not disclosed]	Operational Commencement Date	Expiry Date
BSPC3	Indexing component 2	IF2	[Not disclosed]	Operational Commencement Date	Expiry Date

2. **Service Levels**

Table 3: Service Levels (\$Real at 1 January 2016)

Time Period			Minimum Services per day	Maximum Services per day
1	Monday – Thursday	24:00 – 05:59	0	0
2	Monday – Thursday	06:00 – 17:59	124	212
3	Monday – Thursday	18:00 – 23.59	43	64
4	Friday	24:00 – 05:59	0	0
5	Friday	06:00 – 17:59	124	212
6	Friday	18:00 – 23.59	48	62
7	Saturday	24:00 – 05:59	6	8
8	Saturday	06:00 – 17:59	72	173
9	Saturday	18:00 – 23.59	36	72
10	Sunday	24:00 – 05:59	6	12
11	Sunday and public holidays	06:00 – 17:59	59	148
12	Sunday and public holidays	18:00 – 23.59	34	65

3. **Additional Services**

Table 4: Additional Services pricing (\$Real at 1 January 2016)

Time Period			\$ Price Per Service (PAS)		
			Service Band 1 Total number of Additional Services: 1 – Threshold Number	Service Band 2 Total number of Additional Services: Threshold Number + 1 and above	Threshold Number of Additional Services in time period (per month), beyond which Service Band 2 applies
1	Monday – Thursday	24:00 – 05:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	N/A
2	Monday – Thursday	06:00 – 17:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	282
3	Monday – Thursday	18:00 – 23.59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	35
4	Friday	24:00 – 05:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	N/A
5	Friday	06:00 – 17:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	282
6	Friday	18:00 – 23.59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	13
7	Saturday	24:00 – 05:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	9
8	Saturday	06:00 – 17:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	104

Time Period			\$ Price Per Service (PAS)		
			Service Band 1 Total number of Additional Services: 1 – Threshold Number	Service Band 2 Total number of Additional Services: Threshold Number + 1 and above	Threshold Number of Additional Services in time period (per month), beyond which Service Band 2 applies
9	Saturday	18:00 – 23.59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	52
10	Sunday	24:00 – 05:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	26
11	Sunday and public holidays	06:00 – 17:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	83
12	Sunday and public holidays	18:00 – 23.59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>	61

Note1: Additional Services between 1 and the Threshold Number are priced at Service Band 1. Additional Services above the Threshold Number are prices at Service Band 2.

Note 2: The Threshold Numbers for Time Periods 1, 2 and 3 apply only to one specific day of Monday, Tuesday, Wednesday and Thursday, and not as an aggregate of all four days of the week. For example, the Threshold of 282 for Time Period 2 relates to:

- (i) 282 additional Monday services only per month;
- (ii) 282 additional Tuesday services only per month;
- (iii) 282 additional Wednesday services only per month; and
- (iv) 282 additional Thursday services only per month.

4. **Special Events**

Table 5: Special Event Service Pricing (\$Real at 1 January 2016)

Price per Special Event Service				
Price per Special Event Service (PSES)				<i>[Not disclosed]</i>
Time Period			Price per Special Event Service Hour (PSH_t)	
			Special Event Type A	Special Event Type B
1	Monday – Thursday	24:00 – 05:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
2	Monday – Thursday	06:00 – 17:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
3	Monday – Thursday	18:00 – 23.59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
4	Friday	24:00 – 05:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
5	Friday	06:00 – 17:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
6	Friday	18:00 – 23.59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
7	Saturday	24:00 – 05:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
8	Saturday	06:00 – 17:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
9	Saturday	18:00 – 23.59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
10	Sunday	24:00 – 05:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
11	Sunday and public holidays	06:00 – 17:59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
12	Sunday and public holidays	18:00 – 23.59	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>

5. **Lifecycle Payment**

Table 6: Lifecycle Payment (\$Real at 1 January 2016)

Operating Year	Lifecycle Payment for the relevant Operating Year
1	<i>[Not disclosed]</i>
2	<i>[Not disclosed]</i>
3	<i>[Not disclosed]</i>
4	<i>[Not disclosed]</i>
5	<i>[Not disclosed]</i>
6	<i>[Not disclosed]</i>
7	<i>[Not disclosed]</i>
8	<i>[Not disclosed]</i>
9	<i>[Not disclosed]</i>
10	<i>[Not disclosed]</i>
11	<i>[Not disclosed]</i>
12	<i>[Not disclosed]</i>
13	<i>[Not disclosed]</i>
14	<i>[Not disclosed]</i>
15	<i>[Not disclosed]</i>
16	<i>[Not disclosed]</i>
17	<i>[Not disclosed]</i>
18	<i>[Not disclosed]</i>
19	<i>[Not disclosed]</i>
20	<i>[Not disclosed]</i>
21	<i>[Not disclosed]</i>

Appendix C

Customer Satisfaction Survey

1. General

- (a) Project Co must appoint a Surveyor, approved by the Territory, to undertake the Customer Satisfaction Survey.
- (b) Customer Satisfaction Surveys must be carried out every 6 Months during the Operating Phase. The first Customer Satisfaction Survey must take place within 3 Months of the Operational Commencement Date.
- (c) The Customer Satisfaction Survey must be:
 - (i) representative of the System (cover all Stops);
 - (ii) representative of Customers of the System;
 - (iii) representative of the System's actual daily Customer loading;
 - (iv) statistically robust; and
 - (v) of minimum inconvenience to Customers.
- (d) Each Customer Satisfaction Survey must include a sample size of at least 1000.
- (e) The Surveyor must develop an efficient method of collecting responses, maximising the use of technology options.
- (f) Results from the Customer Satisfaction Survey will be used to calculate KPI Events in accordance with the KPI Table.
- (g) Project Co employees and relatives must be excluded from the Customer Satisfaction Survey.
- (h) Children aged less than 14 years must be excluded from the Customer Satisfaction Survey.

2. Questions for Survey

The following questions must be included in each Customer Satisfaction Survey to provide responses on a scale of 1 to 10, where 1 is the worst possible response and 10 is the best possible response:

- (a) How likely are you to recommend Capital Metro to your friends or family? (Overall Satisfaction)
- (b) How do you rate customer experience on Capital Metro?
- (c) In your opinion how reliable is the service on Capital Metro?
- (d) Do you feel safe and secure when travelling on Capital Metro?
- (e) Do you find Capital Metro easy to use?
- (f) How clean and presentable do you find Capital Metro, including on board the vehicles and at the stops?

3. Additional Questions

- (a) The Territory may include up to 5 additional survey questions to be included in each Customer Satisfaction Survey. These additional survey questions will not be subject to any Abatement. The Territory may change the additional questions for each Customer Satisfaction Survey.
- (b) The Territory will provide to the additional survey questions to Project Co in writing 2 Months in advance of the commencement of the relevant Customer Satisfaction Survey.
- (c) Project Co may include up to 5 additional survey questions in each Customer Satisfaction Survey. The Territory must approve any additional survey questions proposed by Project Co prior to Project Co including that additional survey question in the Customer Satisfaction Survey. These additional survey questions will not be subject to any Abatement.

4. Reporting

- (a) Project Co must provide a Customer Satisfaction Survey Report to the Territory within 1 month of completion of each Customer Satisfaction Survey.
- (b) The Customer Satisfaction Survey Report must:
 - (i) include the demographic profile of Customers included in the Customer Satisfaction Survey;
 - (ii) include the individual results for each of the survey questions;
 - (iii) include the mean scores for each of the survey questions (ranging between 1 and 10), to two decimal places accuracy; and
 - (iv) be provided in electronic and hard copy format and the raw survey data must be available to the Territory on request.

5. KPI Events

Project Co will incur a KPI Event if the results of the Customer Satisfaction Survey do not meet the requirements set out in the KPI Table.

Appendix D

KPI Measurement and Reporting

1. Territory Inspections

1.1 Overview

- (a) This section 1 of Appendix D applies where the Measurement Method set out in the KPI Table is Territory Inspection.
- (b) The Territory Representative or a person appointed by the Territory shall undertake Territory Inspections to assess Project Co's performance against KPIs 6 to 13 inclusive.
- (c) During each Month, at least one Scheduled Inspection for each of:
 - (i) some or all of the Stops (KPIs 6, 7 and 8);
 - (ii) some or all of the System Site Zones (KPIs 9 and 10); and
 - (iii) some or all of the LRVs (KPIs 11, 12 and 13),will be undertaken (**Scheduled Inspection**).
- (d) Territory Inspections of LRVs may be of any LRVs providing Services.
- (e) For a Scheduled Inspection, the Territory shall give Project Co a minimum of 3 hours' notice. Project Co shall use reasonable endeavours to ensure that the Project Co Representative is available at the relevant time in order to be present at the Scheduled Inspection. In the event that the Project Co Representative is unavailable at the relevant time, the Scheduled Inspection will continue and be conducted by the Territory Representative or a person appointed by the Territory.
- (f) Additional Unscheduled Inspections shall be carried out at any time at the Territory's absolute discretion (**Unscheduled Inspections**). The timing of Unscheduled Inspections, and the selection of Stops, System Site Zones and LRVs to be inspected, shall be at the Territory's sole discretion. Project Co will be entitled to 1 hours' notice.
- (g) Territory Inspections may be conducted on any day during a Month.

1.2 Measurements

- (a) The concepts of:
 - (i) cleanliness and condition, and
 - (ii) Graffiti being either offensive or non-offensive,are by their nature subjective. The Territory Representative or person appointed by the Territory to undertake a Territory Inspection will use:
 - (iii) where applicable, the relevant Assessment Guide (Appendix F); and
 - (iv) his or her professional judgement,to determine whether a KPI was met and whether a non-compliance has occurred.

- (b) Photographs of the relevant Stop(s), System Site Zone(s), LRV interior(s) and LRV exterior(s) will be taken to support the Inspection. The date, time and applicable Stop, System Site Zone, LRV number, door number and any notes in support of the Territory Inspection will be recorded.
- (c) Where either a Scheduled Inspection or an Unscheduled Inspection identifies a non-compliance with a KPI, such a non-compliance will be recorded and used to assess Project Co's performance against the KPIs. Where a non-compliance is identified:
 - (i) Project Co will be notified in writing of the non-compliance; and
 - (ii) an additional Unscheduled Inspection may occur after the relevant Target Response Period (where applicable) has elapsed to assess rectification of the non-compliance.
- (d) For the avoidance of doubt, the same non-compliance may be subject to further Abatement if it has not been rectified within the relevant Target Response Period (where applicable).

2. Project Co Monitoring and Reporting

2.1 Overview

- (a) This section 2 of Appendix D applies where the Measurement Method set out in the KPI Table is Project Co monitoring and reporting.

2.2 Measurement

- (a) Project Co must implement an automated, electronic system which:
 - (i) can be accessed online by the Territory;
 - (ii) is acceptable to the Territory;
 - (iii) accurately measures and records all Service Failures and KPI Events;
 - (iv) contains the Performance Data; and
 - (v) records the start and end times and any other information requested by the Territory from time to time, in connection with all Service Failures in a form that can be audited by the Territory.
- (b) For those KPIs identified in the KPI Table as measured by Project Co monitoring and reporting, Project Co must ensure that the monitoring and reporting systems are able to record all data required to enable measurement of the KPIs, including:
 - (i) the number of hours (and fractions of hours) that each of the following are available and operational:
 - A. each PID located at a Platform;
 - B. each PA system located at a Platform;
 - C. each PID located on-board a LRV providing Services;
 - D. each EDD located on-board a LRV providing Services;
 - E. each PA system located on-board a LRV providing Services;

- F. each emergency help point located at a Stop;
- G. each emergency help point located on a LRV providing Services;
- H. each CCTV camera located at a Stop; and
- I. each CCTV camera located on a LRV providing Services;
- (ii) the times during each day that each LRV is in and out of Passenger Service;
- (iii) the times of the commencement and ending of any Unplanned Service Disruptions each day;
- (iv) when PIDs are updated at each Platform;
- (v) when PA announcements are made at each Platform;
- (vi) when PIDs are updated on each LRV;
- (vii) when PA announcements are made on each LRV;
- (viii) the internal temperature of LRVs providing Services;
- (ix) when LRV over/under temperature alarms are triggered on a LRV;
- (x) when a LRV is removed from service due to:
 - A. greater than 50% CCTV unavailability;
 - B. greater than 50% PID or EDD unavailability;
 - C. greater than 50% PA unavailability;
 - D. offensive Graffiti;
 - E. defective emergency help point; and
 - F. an over/under temperature alarm;
- (xi) the timing and nature of observations brought to the attention of Project Co by the Territory, Project Co staff or third parties, of matters related to:
 - A. Stop condition;
 - B. Stop cleanliness;
 - C. System Site condition;
 - D. System Site cleanliness;
 - E. LRV condition;
 - F. LRV cleanliness;
 - G. Graffiti at Stops; and
 - H. Graffiti on LRVs; and

- (xii) the nature and, if appropriate, time of rectification of any non-compliances identified as a result of the observations described above in section (xi).
- (c) The information relevant to the assessment of performance against the KPIs is to be included within the Monthly Operating Phase Performance Report each Month.

Appendix E

Fare Evasion Survey

- (a) The Territory will appoint a suitably qualified Surveyor to undertake the design and conduct of Fare Evasion Surveys to determine the level of Fare Evasion on the System.
- (b) The Territory will provide the proposed detailed methodology to Project Co at least 2 Months in advance of the period for the first Fare Evasion Survey. Project Co may submit comments to the Territory on the proposed methodology. The Territory may, in its absolute discretion, take into account any reasonable comments made by Project Co prior to the finalisation of the detailed methodology. The Territory may, within 1 month and consideration of Project Co comments, vary the methodology.
- (c) The first Fare Evasion Survey will be undertaken between 3 and 6 Months after the Operational Commencement Date. Subsequent Fare Evasion Surveys will be undertaken at intervals of no greater than 6 Months, on a date selected at the absolute discretion of the Territory.
- (d) The Territory will not undertake Fare Evasion Surveys during Special Event periods.
- (e) No prior notice will be provided by the Territory to Project Co of the commencement of Fare Evasion Surveys.
- (f) Project Co must allow the Territory and the Surveyor access to the System.
- (g) Project Co must not materially change its revenue protection activities during the Fare Evasion Survey period.
- (h) The Fare Evasion Survey will be designed to be statistically robust and proportionate to the System patronage. Patronage loadings will be determined from the on-board customer counting system.
- (i) The Fare Evasion Survey will be undertaken by the Surveyor and persons authorised by the Territory to undertake Fare Evasion Surveys.
- (j) A representative sample size of customer tickets will be inspected across the system.
- (k) The Surveyor will record details of the total number of customers surveyed and the number of customers deemed to be Fare Evading.
- (l) A Fare Evasion Survey Report will be issued by the Territory to Project Co within 14 days of completion of the Fare Evasion Survey, setting out the results of the Fare Evasion Survey.
- (m) The level of Fare Evasion measured by the Fare Evasion Survey will be used to calculate KPI Events in accordance with the KPI Table.
- (n) Ticket infringement notices will not be issued as part of the Fare Evasion Surveys.

Appendix F

Assessment Guide

1. Assessment Guide – Stops

1.1 Introduction

The criteria for cleanliness and condition set out in this section 1 apply to:

- (a) all equipment at Stops including PIDs, PA, CCTV enclosures, water bubblers, lighting and ticketing equipment; and
- (b) all stop elements includes seats, rubbish bins, bicycle racks, shelter structure and shelter panels.

1.2 Stops condition and cleanliness

Table 7 – Stops condition and cleanliness

Score	Condition	Cleanliness
3	<p>Very good</p> <p>Stop elements and all equipment:</p> <ul style="list-style-type: none"> • are in good working order; • are free from vandalised equipment or other damage (cracks, leaks, rust); • have no loss of visibility of passenger information or advertising displays; and • have no scuffing of surfaces or finishes. 	<p>Very good</p> <p>Stop elements and all equipment:</p> <ul style="list-style-type: none"> • are spotlessly clean with no litter; and • have no discarded chewing gum, animal droppings, cigarette ends or accumulations of dust, dirt or liquid spillages.
2	<p>Moderate</p> <p>Stop elements and all equipment:</p> <ul style="list-style-type: none"> • are not in reasonable order; • have evidence of vandalism or other damage; • have some loss of visibility of passenger information or advertising displays; or • have some deterioration of surfaces or finishes, such as scuffing or platform staining. 	<p>Moderate</p> <p>Stop elements and all equipment:</p> <ul style="list-style-type: none"> • are not reasonably clean; • have some litter or liquid spillages that detract from the overall appearance of the Stop; • have occasional discarded chewing gum, animal droppings or cigarette ends; • have accumulations of dust or dirt; or • have litter bins that are full.
1	<p>Unacceptable</p> <p>Stop elements and all equipment:</p> <ul style="list-style-type: none"> • are in improper order with vandalised equipment or other damage (e.g. railings loose or electrical equipment faulty); • have multiple stains or cracks on platforms; • have damaged furniture; or • have lighting that is not sufficient for safe access and egress. 	<p>Unacceptable</p> <p>Stop elements and all equipment:</p> <ul style="list-style-type: none"> • have significant litter that detracts from the general appearance and amenity of the Stop; • have broken glass or significant accumulations of dust or dirt; • have liquid spillages that pose a risk to customers; • have significant accumulations of discarded chewing gum, animal

Score	Condition	Cleanliness
		droppings or cigarette ends; or <ul style="list-style-type: none"> • have any of the litter bins overflowing.

2. **Assessment Guide - System Site**

2.1 **Introduction**

- (a) The criteria for cleanliness and condition set out in this section 2 apply to all furniture, fittings and equipment, the rail corridor and track, landscape areas, verges and structures, walls, barriers, fences, garden areas, grass and turf areas, street furniture, lighting, signage, drainage structures such as culverts, kerbs and gutters within the System Site boundaries, and excludes Stops.
- (b) For clarity, a 'pass' constitutes the achievement of all criteria, and a fail constitutes a failure to achieve any of the criteria and will result in abatement in accordance with the KPI Table.

2.2 **System Site condition**

A System Site Zone will be scored as a 'pass' if:

- (a) the condition of the System Site Zone is such that it poses no safety risks to Customers or to the public and all areas present a high quality and attractive appearance;
- (b) there are no obstructions, vegetation growth or debris that hinder free access and full surveillance;
- (c) soft landscape areas are fully covered (including no patches of bare earth);
- (d) there is no overgrown vegetation, in particular obscuring critical sight lines or within the overhead line hazard zone;
- (e) there are no noxious weeds or dead or dying plants or trees;
- (f) there is evidence that the landscaping maintenance activities in the Technical Maintenance Sub-Plan is being adhered to;
- (g) lighting is fully functional;
- (h) all signs are in place and legible,
- (i) there is no evidence of damage to railings, fences and substations; and
- (j) drains are clean, and all architectural features are functional and in good condition.

2.3 **System Site cleanliness**

A System Site Zone will be scored as a 'pass' if:

- (a) all areas are clean and free of Graffiti, spills, stains, quantities of litter, debris and waste including build-up of leaf litter and bark;
- (b) only minor, isolated items of small litter (e.g. soft drink cans) are visible; and

- (c) there is no evidence of unclean railings, fences, substations (e.g. stains, spiderwebs), spills or stains on the trackform.

3. **Assessment Guide - LRVs**

3.1 **Introduction**

The criteria for cleanliness and condition set out in this section 3 apply to the interior and exterior of LRVs, including all passenger equipment on and in the LRV.

3.2 **LRVs condition and cleanliness**

Table 8 – LRVs condition and cleanliness

Score	Condition	Cleanliness
3	<p>Very good</p> <p>The LRV and all passenger equipment:</p> <ul style="list-style-type: none"> is in excellent condition, with all passenger equipment in perfect working order; has no damage to the flooring or grab handles, has no loss of visibility of passenger information or advertising displays; has no scuffing of surfaces or finishes; and has all decals (stickers) in excellent condition. 	<p>Very good</p> <p>The LRV and all passenger equipment:</p> <ul style="list-style-type: none"> is spotlessly clean with no litter; has no discarded chewing gum; has no accumulations of dust or dirt or liquid spillages whatsoever; and has no handprints on glass surfaces.
2	<p>Moderate</p> <p>The LRV and all passenger equipment:</p> <ul style="list-style-type: none"> is not in generally good order; has some evidence of regular wear and tear (e.g. scuffing of surfaces) to seats, panels, grab handles or flooring that does not detract from the appearance of the LRV; has minor loss of visibility of passenger information or advertising displays; or has some decals (stickers) that are not in good condition, or has any unauthorised stickers. 	<p>Moderate</p> <p>The LRV and all passenger equipment:</p> <ul style="list-style-type: none"> is not generally clean; has a minor number of items of litter; has isolated instances of discarded chewing gum or minor liquid spillages; has minor accumulations of dust or dirt; or has a minor number of handprints on multiple glass surfaces.
1	<p>Unacceptable</p> <p>The LRV and all passenger equipment:</p> <ul style="list-style-type: none"> is in poor condition; has seats showing visible wear or damage (e.g. large areas of bared threads or ripped seating pads); has any item of passenger equipment not functioning or available for use by Customers, including loose or unsafe fittings, grab handles, sharp edges and bare metal (chipped paint); has floor surfaces loose or raised, and posing trip hazard; has loss of visibility of passenger information or advertising displays; or has significant number of decals (stickers) 	<p>Unacceptable</p> <p>The LRV and all passenger equipment:</p> <ul style="list-style-type: none"> has several items of litter or liquid spillages, or discarded chewing gum; has accumulations of dust/dirt that detract from the appearance of the LRV; has several instances of handprints on multiple glass surfaces that are obvious and detract from the appearance of the LRV; or has an unpleasant odour.

Score	Condition	Cleanliness
	peeling off or damaged, or has any unauthorised stickers.	

Appendix G

Energy Adjustment

1. Energy Payment in respect of peak energy consumption

- (a) The Energy Payment in respect of peak energy consumption (**EP_{peak}**) for each Payment Month is calculated as follows:

$$\mathbf{EP_{peak} = (\text{minimum } \{(AV_{peak} + URSA_{peak}), BV_{peak}\}) * REP_{peak}}$$

where:

AV_{peak} = the Actual Volume (Peak) of electricity used in the relevant Payment Month;

BV_{peak} = the Base Energy Volume (Peak) of electricity in the relevant Payment Month calculated in accordance with section (b);

REP_{peak} = the Retail Energy Unit Price (Peak); and

URSA_{peak} = the Energy Underrun Sharing Amount (peak) calculated as:

Where $\{(BV_{peak} - AV_{peak}) / BV_{peak}\} < 0.1$, then **URSA_{peak} = 0**

Where $0.1 \leq \{(BV_{peak} - AV_{peak}) / BV_{peak}\} < 0.2$, then **URSA_{peak} = 0.25 * (BV_{peak} - AV_{peak})**

Where $0.2 \leq \{(BV_{peak} - AV_{peak}) / BV_{peak}\}$ then **URSA_{peak} = [0.25 * 0.2 * (BV_{peak} - AV_{peak})] + [0.5 * {(BV_{peak} - AV_{peak}) - (0.2 * (BV_{peak} - AV_{peak}))}]**

- (b) The Base Energy Volume (Peak) (**BV_{peak}**) for each Payment Month is calculated as follows:

$$\mathbf{BV_{peak} = BEC_{peak} + (VS_{peak} * VEC_{peak})}$$

where:

BEC_{peak} = the Base Energy Consumption (Peak) for the relevant Payment Month;

VS_{peak} = the total number of Variable Services (Peak) for the relevant Payment Month; and

VEC_{peak} = the Variable Energy Consumption (Peak) for the relevant Payment Month.

2. Energy Payment in respect of off-peak energy consumption

- (a) The Energy Payment in respect of off-peak energy consumption (**EP_{off-peak}**) for each Payment Month is calculated as follows:

$$\mathbf{EP_{off-peak} = (\text{minimum } \{AV_{off-peak} + URSA_{off-peak}, BV_{off-peak}\}) * REP_{off-peak}}$$

where:

AV_{off-peak} = the Actual Volume (Off-peak) of electricity used in the relevant Payment Month;

$BV_{\text{off-peak}}$ = the Base Energy Volume (Off-peak) of electricity in the relevant Payment Month calculated in accordance with section (b);

$REP_{\text{off-peak}}$ = the Retail Energy Unit Price (Off-peak); and

$URSA_{\text{off-peak}}$ = the Energy Underrun Sharing Amount (Off-peak) calculated as:

Where $\{(BV_{\text{off-peak}} - AV_{\text{off-peak}}) / BV_{\text{off-peak}}\} < 0.1$, then $URSA_{\text{off-peak}} = 0$

Where $0.1 \leq \{(BV_{\text{off-peak}} - AV_{\text{off-peak}}) / BV_{\text{off-peak}}\} < 0.2$, then $URSA_{\text{off-peak}} = 0.25 * (BV_{\text{off-peak}} - AV_{\text{off-peak}})$

Where $0.2 \leq \{(BV_{\text{off-peak}} - AV_{\text{off-peak}}) / BV_{\text{off-peak}}\}$ then $URSA_{\text{off-peak}} = [0.25 * \{0.2 * (BV_{\text{off-peak}} - AV_{\text{off-peak}})\}] + [0.5 * \{(BV_{\text{off-peak}} - AV_{\text{off-peak}}) - (0.2 * (BV_{\text{off-peak}} - AV_{\text{off-peak}}))\}]$

- (b) The Base Energy Volume (Off-peak) ($BV_{\text{off-peak}}$) for each Payment Month is calculated as follows:

$$BV_{\text{off-peak}} = BEC_{\text{off-peak}} + (VS_{\text{off-peak}} * VEC_{\text{off-peak}})$$

where:

$BEC_{\text{off-peak}}$ = the Base Energy Consumption (Off-peak) for the relevant Payment Month;

$VS_{\text{off-peak}}$ = the total number of Variable Services (Off-peak) for the relevant Payment Month; and

$VEC_{\text{off-peak}}$ = the Variable Energy Consumption (Off-peak) for the relevant Payment Month.

3. **Energy Payment in respect of Renewable Energy Certificates**

- (a) The Energy Payment in respect of Renewable Energy Certificates (EP_{REC}) for each Payment Month is calculated as follows:

$$EP_{\text{REC}} = RECP + CMT$$

where:

$RECP$ = the Renewable Energy Certificate Payment in accordance with section (b); and

CMT = the Capital Metro Renewable Energy Target Payment in accordance with section (c).

- (b) The Renewable Energy Certificate Payment ($RECP$) for each Payment Month is calculated as follows:

$$RECP = (\text{minimum } [AV_{\text{total}} + URSA_{\text{REC}}, [BV_{\text{peak}} + BV_{\text{off-peak}}]]) * (RECR_{\text{SREC}} + RECR_{\text{LREC}})$$

where:

AV_{total} = the Actual Volume (Total) of electricity used in the relevant Payment Month;

BV_{peak} = the Base Energy Volume (Peak) as calculated in accordance with section 1 (b);

$BV_{off-peak}$ = the Base Energy Volume (Off-peak) as calculated in accordance with section 2 (b);

$RECR_{SREC}$ = the Small-Scale Generation Renewable Energy Certificate Rate;

$RECR_{LREC}$ = the Large-Scale Generation Renewable Energy Certificate Rate; and

$URSA_{REC}$ = the REC Underrun Sharing Amount (REC) calculated as:

Where $\{(BV_{peak} + BV_{off-peak} - AV_{total}) / (BV_{peak} + BV_{off-peak})\} < 0.1$, then $URSA_{REC} = 0$

Where $0.1 \leq \{(BV_{peak} + BV_{off-peak} - AV_{total}) / (BV_{peak} + BV_{off-peak})\} < 0.2$, then $URSA_{REC} = 0.25 * (BV_{peak} + BV_{off-peak} - AV_{total})$

Where $0.2 \leq \{(BV_{peak} + BV_{off-peak} - AV_{total}) / (BV_{peak} + BV_{off-peak})\}$ then $URSA_{REC} = [0.25 * \{0.2 * (BV_{peak} + BV_{off-peak} - AV_{total})\}] + [0.5 * \{(BV_{peak} + BV_{off-peak} - AV_{total}) - (0.2 * (BV_{peak} + BV_{off-peak} - AV_{total}))\}]$

- (c) The Capital Metro Renewable Energy Target Payment (**CMT**) for each Payment Month is calculated as follows:

$$CMT = (BV_{peak} + BV_{off-peak}) * CMTF * RECR_{blended}$$

where:

BV_{peak} = the Base Energy Volume (Peak) as calculated in accordance with section 1 (b);

$BV_{off-peak}$ = the Base Energy Volume (Off-peak) as calculated in accordance with section 2 (b);

$CMTF$ = the Capital Metro Renewable Energy Target Factor; and

$RECR_{blended}$ = the Blended Renewable Energy Certificate Rate for the relevant Payment Month.

4. Base Energy Consumption

Table 9 – Base Energy Consumption

Month	Base Energy Consumption	
	Peak - BEC_{peak} [Number of kilowatt hours]	Off-Peak - $BEC_{off-peak}$ [Number of kilowatt hours]
January	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
February	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
March	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
April	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>

Month	Base Energy Consumption	
	Peak - BEC _{peak} [Number of kilowatt hours]	Off-Peak - BEC _{off-peak} [Number of kilowatt hours]
May	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
June	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
July	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
August	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
September	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
October	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
November	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>
December	<i>[Not disclosed]</i>	<i>[Not disclosed]</i>

5. Initial Timetable Service Levels

Table 10 - Initial Timetable Service Levels

Month	Initial Timetable Service Level		
	Commencing in Peak [Number of Services]	Commencing in Off-Peak [Number of Services]	Total [Number of Services]
January	5,677	939	6,616
February	5,128	848	5,976
March	5,677	939	6,616
April	5,494	909	6,403
May	5,677	939	6,616
June	5,494	909	6,403
July	5,677	939	6,616
August	5,677	939	6,616
September	5,494	909	6,403
October	5,677	939	6,616
November	5,494	909	6,403
December	5,677	939	6,616

6. **Energy Period Adjustments**

- (a) If the hours of Peak Energy Periods or Off-Peak Energy Periods change by reference to the Territory's then current Electricity Supply Agreement, this Appendix G shall be amended by the Territory providing an Energy Period Adjustment Notice to Project Co.
- (b) An Energy Period Adjustment notified by the Territory to Project Co shall:
 - (i) reallocate Base Energy Consumption (Off-Peak) and Base Energy Consumption (Peak) (number of kilowatt hours) between Peak Energy Periods and Off-Peak Energy Periods in Table 9 with reference to the Territory's then current Electricity Supply Agreement and consistent with the Initial Timetable. Such reallocation shall not alter the aggregate of the Base Energy Consumption (Off-Peak) and Base Energy Consumption (Peak) in any Month;
 - (ii) reallocate Service numbers between Peak Energy Periods and Off-Peak Energy Periods in Table 10 with reference to the Territory's then current Electricity Supply Agreement and consistent with the Initial Timetable. Such reallocation shall not alter the total number of Services in any Month; and
 - (iii) apply from the date at which the amended Peak Energy Periods or Off-Peak Energy Periods become effective in accordance with the Electricity Supply Agreement.