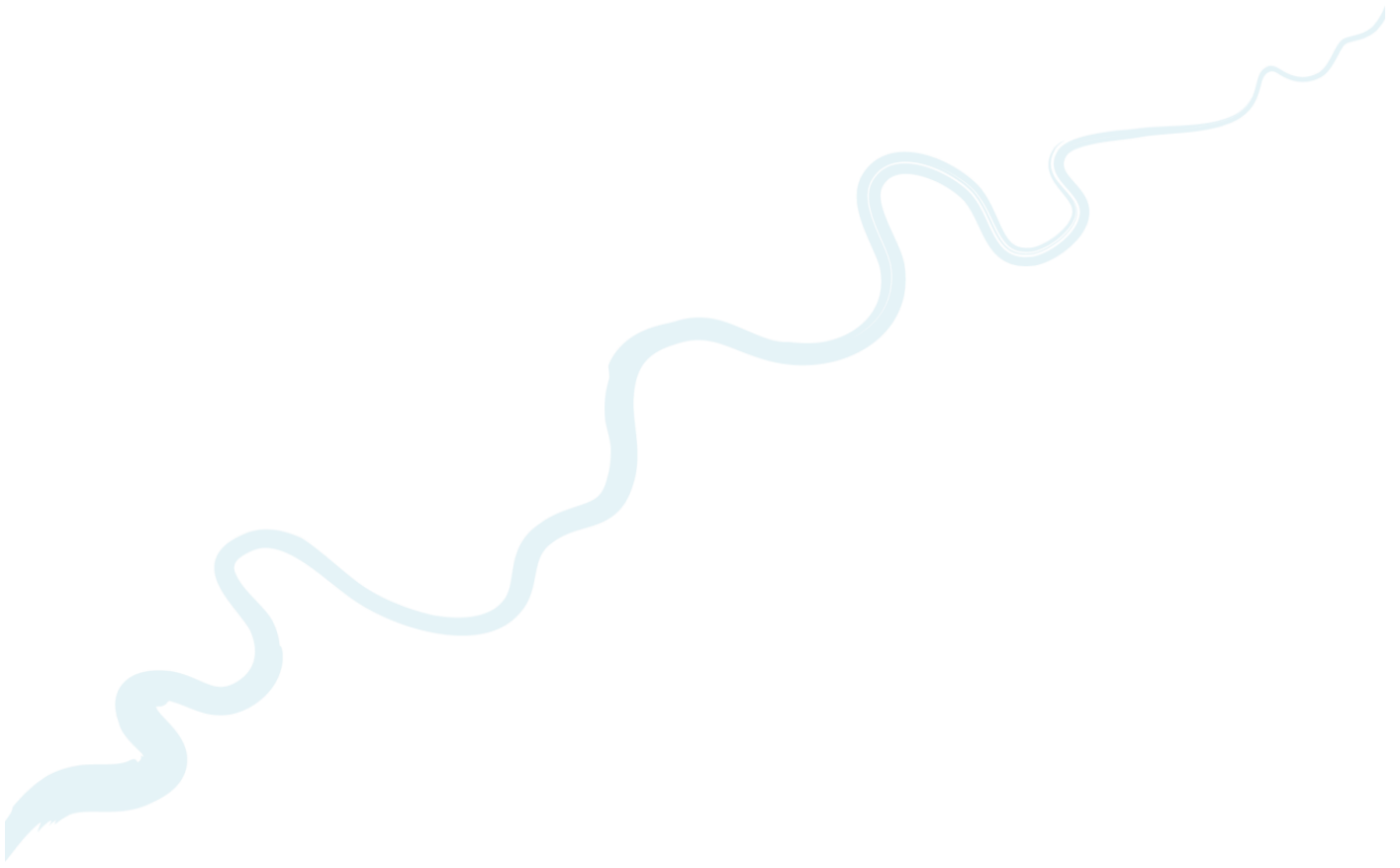




newPerth
Stadium

Schedule 8 – Services Specifications



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PART A: DEFINITIONS AND OVERVIEW

A.1 Definitions

Unless the context otherwise indicates, whenever used in these Services Specifications, each word or phrase in these Services Specifications has the meaning given to it in Clause 1.1 of this Agreement or Annexure A (Glossary) to these Services Specifications.

A.2 Structure

- (a) These Services Specifications comprise the following parts:
- (i) this Part A – Definitions and overview: which provides an introduction to, and overview of, these Services Specifications and their relationship with Schedule 9 (Payment Schedule) to this Agreement;
 - (ii) Part B – Operational Services: which sets out each of the Services to be performed and the requirements which must be complied with in providing Operational Services at the Stadium and Sports Precinct;
 - (iii) Part C – Facilities Management Services: which sets out each of the Services to be performed and the requirements which must be complied with in providing facilities management Services at the Stadium and Sports Precinct;
 - (iv) Part D – Management and Integration Services: which sets out general requirements which apply to all Services;
 - (v) Part E – Performance Monitoring: which sets out the Operator’s obligations in respect of the Performance Monitoring Program; and
 - (vi) Part F – Plans: which sets out the Operator’s obligations for the submission of plans, reports and manuals during the Operating Phase.
- (b) Each Specific Services Specification in Part B and Part C of these Services Specifications are set out as follows:
- (i) an overview of the Service to be delivered;
 - (ii) the key objectives which must be met in delivering the Service;
 - (iii) the scope of Service; and
 - (iv) the Service Standards which must be met and the obligations which must be complied with in performing the relevant Service.

A.3 The new Perth Stadium Project Aspirations

The following aspirations have been adopted to guide the development of the Project (**new Perth Stadium Project Aspirations**):

- (a) cater for the fans who use the Stadium by taking a “fans-first” approach to planning and design to create an exceptional event atmosphere:
- (i) the flexible design will deliver a multipurpose venue and a “fans-first” experience;
 - (ii) it will be designed with cutting edge stadium technology that caters for future trends; and
 - (iii) the Stadium will bring a new experience in sports viewing and entertainment to Perth and Western Australia;

- (b) the Stadium will transform the Burswood Peninsula and create a spectacular gateway to our city:
 - (i) the Stadium will take advantage of its riverside views and central location; and
 - (ii) it will be a catalyst for future development in the area, creating a new sports and entertainment precinct for Perth;
- (c) together with other major development projects such as Elizabeth Quay and the Perth City Link, the Stadium will enhance Perth's reputation as a world-class destination:
 - (i) it will enable Perth to attract more international events;
 - (ii) the Stadium will acknowledge our State's rich sporting history and heritage; and
 - (iii) it will attract more visitors to our State;
- (d) the fan experience will be enhanced through the provision of an improved and integrated public transport system comprising upgrades to road, rail, bus and pedestrian services to allow maximum public transport usage:
 - (i) the upgrades will plan for more than 80% of fans using public transport for major Events;
 - (ii) the upgraded system will not only improve public transport and access for Events, it will also have flow-on benefits for other Burswood Peninsula activities; and
 - (iii) the upgrades will significantly improve connectivity to surrounding areas and support Perth's overall future transport requirements; and
- (e) project management for the new Perth Stadium Project will focus on sound planning and strong contract management to achieve the best value for money and deliver a world-class stadium on time and within the approved budget.

A.4 Operational Objectives

In addition to the new Perth Stadium Project Aspirations, a suite of key objectives relating to venue operations (**Operational Objectives**) has been developed. The Operational Objectives are to:

- (a) ensure the safety and security of all Stadium Users and to deliver the Services in compliance with all applicable legislation and regulations;
- (b) deliver consistently excellent, "fans-first" venue experiences for Patrons;
- (c) ensure that Key User events are managed efficiently and effectively whilst keeping costs comparable to venues of a similar nature and scale;
- (d) optimise the number and mix of events, functions and other activities at the Stadium and Sports Precinct to provide a range of benefits to Western Australians, including:
 - (i) economic benefits;
 - (ii) social benefits; and
 - (iii) cultural benefits;
- (e) optimise activation within the Sports Precinct;

- (f) maximise the number of Western Australians and visitors that can derive benefit from the new Perth Stadium;
- (g) enhance the global reputation of Western Australia and the new Perth Stadium as a State and venue (respectively) that host high profile events and promote the multi-purpose nature of the new Perth Stadium to potential users;
- (h) position Perth as a great place to live and visit for events and promote intrastate, interstate and international tourism;
- (i) generate flow-on community and health benefits through sport and social use of the Stadium and Sports Precinct;
- (j) support Project Co's ability to perform its obligations under the Project Agreement; and
- (k) ensure that the Operator and Project Co are not hindered in performing their respective obligations under each of their respective agreements with the State and can perform such obligations to maximise efficiencies and outcomes for the parties.

A.5 Project Benefits

In addition to the new Perth Stadium Project Aspirations and Operational Objectives, a suite of project benefits relating to the Project (**Project Benefits**) have been developed and are sought after. The Project Benefits are:

- (a) **(fans first):**
 - (i) a new and enhanced patron experience;
 - (ii) increased numbers of local, interstate and overseas patrons/supporters able to attend events at the Stadium; and
 - (iii) improved facilities for athletes and performers;
- (b) **(transform Burswood):**
 - (i) enhanced passive and active recreation spaces on the Burswood Peninsula; and
 - (ii) increased civic pride;
- (c) **(Perth destination):**
 - (i) increased number and variety of national and international events held in Perth at the Stadium and Sports Precinct;
 - (ii) increased economic benefit through tourism;
 - (iii) increased positive perception of Perth as a destination amongst key visitor markets, stakeholders and event holders; and
 - (iv) increased recognition of Western Australia's cultural, Aboriginal and sporting history;
- (d) **(public transport):** increased usage of public transport for events; and
- (e) **(value for money):**
 - (i) provision of a financially sustainable and well maintained Stadium servicing the needs of sporting organisations and hirers;

- (ii) State-owned asset facilitates content maximisation;
- (iii) creation of jobs during construction and operating phases;
- (iv) minimisation of ongoing demands for resources through sustainable design; and
- (v) enhanced environmental and landscape values for the Swan River foreshore and Sports Precinct.

A.6 Overview of Services

The Operator must undertake the operational services roles and have responsibility for all aspects of the daily operations of the Stadium and the Sports Precinct including interaction with the Key Users, Hirers and Project Co.

The Operator will provide a highly skilled and efficient team with an overriding mission to deliver superior customer service and operate the Stadium and Sports Precinct in accordance with best practice.

A.6.1 Operator Objectives

In delivering the Services, the Operator must, in every way possible, strive to achieve:

- (a) the new Perth Stadium Project Aspirations;
- (b) the Operational Objectives; and
- (c) the Project Benefits,

(Operator Objectives).

A.6.2 Operator Scope Requirements

In delivering the Services, the Operator must:

- (a) manage, control, provide and deliver all operational activities required to operate the Stadium and Sport Precinct, including all aspects of hosting Events and Functions, attracting and providing precinct activation and optimising utilisation, attendance and financial return to the State; and
- (b) perform anything else reasonably required to operate the Stadium and Sports Precinct and achieve the Operator Objectives other than the DBFM Services.

A.6.3 Operator Service Standards

- (a) The Operator must perform the Services in a manner that is consistent with the Plans, Best Operating Practices and this Agreement.
- (b) In delivering the Services, the Operator must:
 - (i) ensure continuous compliance by it and its Operator Associates with all Laws and any relevant Quality Standards;
 - (ii) use reasonable endeavours to achieve the KPIs;
 - (iii) ensure at all times during the Term that the Services are delivered in accordance with Best Operating Practices;
 - (iv) ensure provision of a safe and secure environment for all parties; and
 - (v) strive to achieve value for money.

- (c) The Operator must deliver the Services in accordance with the Operator Business Plan, Operations Manual, Management and Integration Services Plan and the Performance Monitoring Plan.
- (d) The Operator must ensure that all Operator Associates providing Services:
 - (i) are appropriately licenced and trained and hold all relevant Authorisations for their required general or specialist functions;
 - (ii) are competent to fulfil their dedicated role, including during an Event; and
 - (iii) greet and interact with Stadium Users in a courteous manner and demonstrate good customer service.

A.7 Relationship between the Services Specifications and the Payment Schedule

- (a) Performance Failure Abatements (if any) for failing to achieve the requirements set out in these Service Specifications are calculated in accordance with Schedule 9 (Payment Schedule) of this Agreement.
- (b) The Key Performance Indicators set out in Annexure A of Schedule 9 (Payment Schedule) of this Agreement, as updated in the relevant Operator Business Plan, do not limit the obligation to provide the Services to meet the requirements set out in these Services Specifications.

PART B: OPERATIONAL SERVICES

B.1 Communications and Marketing Services

B.1.1 Overview

The Communications and Marketing Services consist of:

- (a) communications; and
 - (b) marketing,
- for the Stadium and Sports Precinct.

B.1.2 Key objectives

The key objectives of the Communications and Marketing Services are to:

- (a) promote the Stadium and Sports Precinct to potential Hirers and Key Users of the Stadium and Sports Precinct for Events, including Major Events;
- (b) ensure that Project Stakeholders are sufficiently informed about the Services and the Stadium and Sports Precinct;
- (c) promote the use of the Stadium and Sports Precinct for non-Event day Functions;
- (d) promote the Stadium and Sports Precinct to the Western Australian community and tourists as a destination;
- (e) develop, maintain and strive to improve upon a positive:
 - (i) profile;
 - (ii) reputation of; and
 - (iii) public perception of and attraction to, the Stadium and Sports Precinct; and
- (f) respond promptly to reactive communications and requests of the State and Project Co.

B.1.3 Scope

- (a) The Operator must provide the Communications and Marketing Services:
 - (i) to meet the key objectives in Section B.1.2;
 - (ii) to meet the Service Standards set out in Section B.1.4; and
 - (iii) in accordance with the:
 - (A) Communications and Marketing Plan; and
 - (B) Precinct Activation Plan,set out in in Part F of these Services Specifications;
- (b) The Communications and Marketing Services comprise:
 - (i) ongoing management of the Project Identity;
 - (ii) communications with the public;

- (iii) communications with the media, including:
 - (A) local, national, international media; and
 - (B) television, radio, journals and magazines, internet, social media, and others;
 - (iv) marketing the Stadium, Sports Precinct and the Services to potential or current Hirers, Key Users, Patrons and any other potential supplier, buyer, partner or user of the Stadium and Sports Precinct;
 - (v) management of the way in which Key Users, Hirers, suppliers, Key Subcontractors and Subcontractors market themselves with respect to, or communicate about, the Stadium, Sports Precinct or the Services; and
 - (vi) establishing and managing a Communications Working Group in accordance with Schedule 3 (Operator Management) of this Agreement.
- (c) The Operator must provide the Communications and Marketing Services at the times necessary to meet the key objectives in Section B.1.2.
- (d) **(Project Identity):**
- (i) The State will provide the Operator with the Project Identity as laid out in the Style Guide in accordance with Clause 39.11 of this Agreement for application on all approved Branded Material prior to the Operational Commencement Date. The Style Guide provided to the Operator will include the Trading Name, artwork files, an accompanying style guide and a number of key templates.
 - (ii) Subject to the State Representative's approval, the Operator may develop a composite project identity (**Composite Project Identity**) which incorporates the identity of the Operator.
 - (iii) In seeking the State Representative's approval of a Composite Project Identity, the Operator must provide a suite of recommendations regarding the Branded Material that the Composite Project Identity would be applied to.
- (e) **(Communications):** The Operator must establish and maintain:
- (i) clear external communications protocols and levels of delegated authority for communications with the media, such protocols to be approved by the State;
 - (ii) multiple "above the line" and "below the line" channels for efficient and effective communication with Event Parties and the public;
 - (iii) practical mechanisms for the lodgement and recording of enquiries and complaints with respect to the Stadium, Sports Precinct and Services and implement systems and procedures for the timely response to such enquires and complaints; and
 - (iv) practical mechanisms for routine proactive sourcing of Event Party feedback, ensuring feedback accurately reflects the broad profile of Event Parties and at a frequency so as to be meaningful in the continued improvement of the Services delivery.
- (f) **(Website):** The Operator must establish a website for the Stadium and Sports Precinct and include information on the provision of the Operator Services.

- (g) **(Marketing)**: The Operator must use its reasonable endeavours to proactively market the Stadium and the Sports Precinct locally, regionally, interstate and internationally (including by supporting the promotion of Events) in a manner tailored to specific markets, including:
- (i) the venue and events industry;
 - (ii) potential Hirers;
 - (iii) potential Sports Precinct users;
 - (iv) the Perth population including local residents and regional visitors; and
 - (v) the broader Australian population.
- (h) **(Precinct Partners)**: The Operator must work with the State, Project Co and the Precinct Partners to develop and implement a communications sub-plan in respect of the Precinct Partner Areas which:
- (i) is consistent with the Communications and Marketing Plan for the Stadium and Sports Precinct, including as amended from time to time;
 - (ii) sets out the manner in which the State, the Operator, Project Co and the Precinct Partners will communicate the nature and benefits of the Precinct Partner Area to the wider community, including any tailored messages to local residents; and
 - (iii) incorporates promotional and publicity strategies such as a launch event and other media events,
- and the Operator must:
- (iv) use reasonable endeavours to ensure that this communications plan is finalised by a date which is 3 Months prior to the Operational Commencement Date;
 - (v) update this communications plan during the Precinct Partner Term to reflect amendments in the Communications and Marketing Plan; and
 - (vi) implement this communications plan during the Precinct Partner Term.
- (i) The Operator must attend and participate in any communications groups with respect to the Precinct Partners or Precinct Partner Areas.

B.1.4 Service Standards

In delivering the Communications and Marketing Services, the Operator must:

- (a) ensure instances of communication with external bodies (media or otherwise) are undertaken in accordance with the agreed protocols and delegations and, in any event, in accordance with the Communications and Marketing Plan;
- (b) take all reasonably practicable steps to ensure that the Project Identity is used in all approved Branded Material relating to the Services, the Stadium or the Sports Precinct;
- (c) take all reasonably practicable steps to ensure that the Project Identity is not used:
 - (i) inappropriately by those authorised; or
 - (ii) by those unauthorised.

- (d) ensure all enquiries and complaints are responded to in a reasonable timeframe and, in any event, in accordance with the Communications and Marketing Plan; and
- (e) take all reasonably practicable steps to ensure that meaningful Event Party feedback is obtained and responded to, including by amending the Plans and delivery of the Services.

B.2 Precinct Activation Services

B.2.1 Overview

The Precinct Activation Services consist of

- (a) delivering a range of Precinct Events and activities;
- (b) counting visitors; and
- (c) the management of children's playscapes and playgrounds, at the Sports Precinct.

B.2.2 Key objectives

The key objectives of the Precinct Activation Services are to:

- (a) provide a highly activated and patronised Sports Precinct;
- (b) optimise the overall usage of all elements of the Sports Precinct throughout the year;
- (c) optimise the community participation and use of the Sports Precinct;
- (d) present the Sports Precinct to the Western Australian community and tourists as an attractive destination;
- (e) develop, maintain and improve upon a positive:
 - (i) profile;
 - (ii) reputation of; and
 - (iii) public perception of and attraction to, the Stadium and Sports Precinct; and
- (f) ensure that the Operator works co-operatively with the State, Project Co and the tenants of the Golf Club House Lease to achieve the above objectives.

B.2.3 Scope

- (a) The Operator must provide Precinct Activation Services:
 - (i) to meet the key objectives in Section B.2.2;
 - (ii) to meet the Service Standards set out in Section B.2.4; and
 - (iii) in accordance with the Precinct Activation Plan in Part F of these Services Specifications.
- (b) The Operator must develop and implement an ongoing programme of activities, events and attractions within the Sports Precinct.

- (c) The Operator must develop a system to count (with a reasonable degree of accuracy) and report the number of visitors attending the Sports Precinct on a daily basis.
- (d) The Operator must co-operatively work with Project Co and the Precinct Partners to establish and implement an operational management solution for the children's playscapes and playgrounds.

B.2.4 Service Standards

In delivering the Precinct Activation Services, the Operator must comply with the Precinct Activation Plan.

B.3 Commercial Partner Management Services

B.3.1 Overview

Commercial Partner Management Services consist of:

- (a) the management of Venue Partners and Event Partners; and
- (b) the provision of certain rights to Venue Partners, Key Users and Hirers, at the Stadium and Sports Precinct.

B.3.2 Key objectives

The key objectives of the Commercial Partner Management Services are to:

- (a) deliver value for money to the State with respect to the granting of Commercial Rights to Commercial Partners;
- (b) maintain an appropriate number and mix of Venue Partners that is commensurate with the profile and nature of the Stadium and Sports Precinct;
- (c) ensure that Venue Partner arrangements do not limit the amount of Events or variety of Events that can be held at the Stadium and Sports Precinct;
- (d) not detract from the profile, brand and reputation of the Stadium, the Sports Precinct and the Project Identity; and
- (e) ensure that the Operator works co-operatively with the State to achieve the above objectives.

B.3.3 Scope

- (a) The Operator must provide Commercial Partner Management Services:
 - (i) to meet the key objectives in Section B.3.2;
 - (ii) to meet the Service Standards set out in Section B.3.4; and
 - (iii) in accordance with the Commercial Partner Management Plan in Part F of these Services Specifications.
- (b) Without limiting Clause 19.4 of this Agreement and subject to Section B.3.3(d), the Operator may grant commercial rights to Venue Partners, Key Users and Hirers on a temporary basis for a particular Event or Function, which rights may include:
 - (i) the naming of Commercial Partnering Assets within the Stadium and Sports Precinct;
 - (ii) an exclusive right of supply;

- (iii) a right to display signage;
- (iv) activations within the Stadium and Sports Precinct;
- (v) the right to hold Functions in conjunction with an Event; or
- (vi) access to Premium Product Areas for Events,

in accordance with the Commercial Partner Management Plan (**Commercial Rights**), noting that the Operator may pass through those rights to particular Key Users and Hirers from time to time (to distribute to Event Partners) under this Agreement.

- (c) Without limiting Clause 19.4 of this Agreement and subject to Section B.3.3(d), the Operator may grant ongoing Commercial Rights to Venue Partners throughout the Operating Phase in accordance with the Commercial Partner Management Plan.
- (d) The Operator must not grant any Commercial Rights:
 - (i) that have the effect of allowing the following Commercial Partnering Assets to carry any branding (other than the Project Identity) or be in any way associated with a Commercial Partner:
 - (A) the stadium building comprised in the Stadium; and
 - (B) the Precinct Partner Areas (other than their current Official Designations); or
 - (ii) under any arrangement that exceeds the Term.

B.3.4 Service Standards

In delivering the Commercial Partner Management Services, the Operator must:

- (a) use reasonable endeavours to ensure that the Project Identity is used on approved Branded Material of Commercial Partners with respect to the Stadium and Sports Precinct;
- (b) use reasonable endeavours to ensure that for each Commercial Partner that is granted naming rights with respect to a Commercial Partnering Asset or any other element of the Stadium or the Sports Precinct, the State is provided with a non-exclusive, irrevocable, royalty-free licence to use those brands and names for that element of the Stadium or the Sports Precinct on the State's advertising and promotional material;
- (c) take all reasonably practicable steps that no parties other than the State, a Key User or Hirer (to the extent that such association is in respect of that Key User or Hirer's Event), or a Venue Partner associates their brand with the Project Identity, Stadium or Sports Precinct; and
- (d) ensure that all Commercial Partners are appropriate entities to be aligned with and will not result in a poor image or association for the Stadium or State or do not bring the reputation of the State, the Stadium, Sports Precinct or Project Identity into disrepute.

B.4 Event Procurement Services

B.4.1 Overview

- (a) Event Procurement Services consist of:
 - (i) engaging and contracting with Hirers for the purposes of staging Events; and
 - (ii) the planning, development, promotion and delivery of Promoted Events, at the Stadium or Sports Precinct (or both).
- (b) Event Procurement Services also include engaging and contracting with Key Users for the purposes of:
 - (i) staging Supplementary User Events;
 - (ii) negotiating and amending the User Agreements (as required); and
 - (iii) renewing, extending or developing new User Agreements.

B.4.2 Key objectives

The key objectives of the Event Procurement Services are to:

- (a) optimise the number and mix of Events, Functions and other activities at the Stadium and Sports Precinct to provide a range of benefits to Western Australians and visitors to Western Australia;
- (b) maximise the number of Western Australians and visitors that can derive benefit from the Stadium and Sports Precinct;
- (c) ensure the financial viability of the Stadium and Sports Precinct; and
- (d) assist to optimise the event mix across the range of venues owned by the State.

B.4.3 Scope

- (a) The Operator must provide Event Procurement Services:
 - (i) to meet the key objectives in Section B.4.2;
 - (ii) to meet the Service Standards set out in Section B.4.4; and
 - (iii) in accordance with the Event Procurement Plan in Part F of these Services Specifications.
- (b) In providing the Event Procurement Services, the Operator must:
 - (i) liaise with the State and relevant State Entities, including Tourism WA and the Department of Sport and Recreation, to achieve the key objectives; and
 - (ii) liaise with the State in relation to determining the most appropriate State venue (or venues) to stage a targeted event.
- (c) In delivering the Event Procurement Services, the Operator must:
 - (i) proactively seek to attract a range of Hirers who will use the Stadium and Sports Precinct for a broad range of sporting and other Events;

- (ii) develop (in conjunction with Project Co) and make available to all prospective Hirers and Key Users the Technical Specifications Manual, in accordance with Section F.6.10;
- (iii) support the fulfilment of the Event Procurement Plan by, where relevant, engaging, negotiating and contracting with Key Users for the purposes of staging Supplementary User Events;
- (iv) support the fulfilment of the Event Procurement Plan by engaging, negotiating and contracting with Hirers in accordance with Clause 19.3 of this Agreement for the purposes of staging Events, including the negotiation of Commercial Rights and the following:
 - (A) hire fees and charges;
 - (B) milestone dates and key deliverables;
 - (C) access times and usage periods;
 - (D) Event marketing and promotional support;
 - (E) arrangements for ticketing sales, ticket revenue collection and distribution;
 - (F) financial returns from Event activities;
 - (G) arrangements for Event merchandise sales, revenue collection and distribution;
 - (H) the supply of catering requirements; and
 - (I) any applicable re-charges for the use of equipment or services; and
- (v) seek the State's approval, which can be withheld at its absolute discretion, prior to executing any contract in relation to planning, development, promotion or delivery of a Promoted Event.
- (d) If the Operator is approached to host an Event at the Stadium or Sports Precinct and the Stadium or Sports Precinct is not capable of hosting that Event then, to the extent it is commercially practical, the Operator must refer that Event to the State.
- (e) If, after an Event has been released for sale, the Event is required to be transitioned from the Stadium to another venue of the State then the State and the Operator must work cooperatively to minimise the impact on that Event.

B.4.4 Service Standards

In delivering the Event Procurement Services, the Operator must:

- (a) ensure that the reasonable requirements of the State are considered at each stage of the Event procurement process; and
- (b) implement a growth strategy for Events (excluding the Events to be hosted at the Stadium in accordance with the User Agreements).

B.5 Scheduling Services

B.5.1 Overview

The Scheduling Services consist of:

- (a) the development, implementation and ongoing management and maintenance of the Bookings Schedule;
- (b) inputting and managing data and information in the Bookings Schedule, including in respect of the Services and DBFM Services; and
- (c) the development, implementation and ongoing management of priority of use arrangements for Key Users, Hirers and other persons using the Stadium and Sports Precinct.

B.5.2 Key objectives

The key objectives of the Scheduling Services are to:

- (a) maximise the number of Events held at the Stadium and Sports Precinct;
- (b) coordinate the Services with the DBFM Services and minimise any conflict between the two;
- (c) keep the State informed of the potential, planned and booked activities occurring at the Stadium and Sports Precinct;
- (d) ensure scheduling arrangements and decision making, including the prioritisation of use of the Stadium and Sports Precinct, are consistent with the Operator Objectives; and
- (e) ensure that the Operator works co-operatively with Project Co to achieve the above objectives.

B.5.3 Scope

- (a) The Operator must provide Scheduling Services:
 - (i) to meet the key objectives in Section B.5.2;
 - (ii) to meet the Service Standards set out in Section B.5.4; and
 - (iii) in accordance with the Bookings Schedule Plan in Part F of these Services Specifications, this Agreement and the Operational Interface Agreement.
- (b) **(Bookings Schedule):**
 - (i) The Operator must establish and maintain an electronic schedule and system that:
 - (A) lists all of the booked or tentatively booked Events (including Major Events), Functions and Permitted Training, or any other key activity undertaken by the Operator;
 - (B) includes the Availability Duration for each Functional Unit as set out in Annexure B of Schedule 14 of the Project Agreement or such lesser period of time as may be required by the Operator and the Event Duration including the start time and end time;
 - (C) the times and scheduling of Profile Periods and the activation and deactivation of switched off Functional Units;

- (D) lists all DBFM Scheduled Services including a functionality for Project Co to identify that:
 - (1) a Work Method Statement indicates; or
 - (2) Project Co otherwise identifies,
 that exclusive control is required to perform the relevant DBFM Scheduled Services;
- (E) contains sufficient detail for each activity listed in Section B.5.3(b)(i)(A) for the State to understand the nature of the activity and the identity of the proposed Key User, Hirer or party using the Stadium or Sports Precinct for each activity;
- (F) clearly differentiates which activities are 'tentative' and which activities are 'confirmed'; and
- (G) lists all of the above no less than a rolling 3 years in advance (subject to a transition period on commencement),

(the **Bookings Schedule**).

- (ii) The Operator must:
 - (A) maintain the Bookings Schedule;
 - (B) ensure that the Bookings Schedule is up to date, including amending the schedule to include DBFM Scheduled Services where required under the Operational Interface Agreement;
 - (C) ensure that Project Co and the State each have real time access to the Bookings Schedule,
 including as required by the Operational Interface Agreement and notify Project Co of the times and scheduling of Profile Periods and the activation and deactivation of switched off Functional Units.
- (iii) The Bookings Schedule must support the delivery of Scheduling Services and utilise a system of a standard and functionality used in the contemporary large stadium industry, including having:
 - (A) the ability to efficiently record and manage all information in relation to an individual event in a single central location; and
 - (B) appropriate read-write access provisions including the ability to limit the content visibility (for example the details of a tentative booking) from certain user sets (for example Project Co).
- (iv) The Bookings Schedule must, for each Event and Function booked or tentatively booked, detail:
 - (A) the areas of the Stadium and Sports Precinct to be used or planned to be used;
 - (B) the times that each area of the Stadium and Sports Precinct is to be used or planned to be used, including bump-in, and bump-out timeframes;
 - (C) any Completed Services activities to be undertaken for the delivery of that Event or Function; and
 - (D) any Pitch recovery timeframes.

- (c) **(Priority of use):** The Operator must establish and maintain a priority of use protocol for Events, Functions, the DBFM Services and any other activities within the Stadium and Sports Precinct (**Priority of Use Protocol**). The Priority of Use Protocol must set out the associated priorities for access to and the hire of the Stadium and Sports Precinct.

B.5.4 Service Standards

In delivering the Scheduling Services, the Operator must:

- (a) ensure that the scheduling is managed in such a manner so that no Event or Function is required to be cancelled and no refunds are required to be made as a result of scheduling by the Operator;
- (b) deliver the Services in accordance with the Bookings Schedule and Scheduling Plan and Priority of Use Protocol; and
- (c) ensure that all tentative Events are entered in the Bookings Schedule.

B.6 Ticketing Services

B.6.1 Overview

The Ticketing Services consist of:

- (a) the sale, production, supply and reconciliation of tickets for Events;
- (b) arrangements for the entry of Patrons with a valid ticket to Events; and
- (c) services provided to Key Users in relation to club members, at the Stadium or Sports Precinct (or both).

B.6.2 Key objectives

The key objectives of the Ticketing Services are to:

- (a) provide a secure and reliable system for the sale, production and reconciliation of tickets for Events;
- (b) provide arrangements for the fast and convenient entry of Patrons with a valid ticket to Events;
- (c) ensure Events achieve the principle of “fan first”;
- (d) deliver value for money; and
- (e) ensure that the Operator works co-operatively with Key Users and Hirers to achieve the above objectives.

B.6.3 Scope

- (a) The Operator must provide Ticketing Services:
 - (i) to meet the key objectives in Section B.6.2;
 - (ii) to meet the Service Standards set out in Section B.6.4; and
 - (iii) in accordance with the Ticketing Management Plan and the Event Management Plan in Part F of these Services Specifications.

- (b) In delivering the Ticketing Services, the Operator must establish and maintain a system for the secure, resilient and reliable sale, production and reconciliation of tickets for Events (**Ticketing System**).
- (c) The Ticketing System must be used to sell tickets for all publicly ticketed Events (other than Major Events), at the Stadium and Sports Precinct.
- (d) The Operator must ensure that the functionality of the Ticketing System is updated in a periodic fashion to ensure that it remains current and is operated in accordance with Best Operating Practice.
- (e) The Operator with the cooperation of the State must proactively engage the Key Subcontractor and the Key Users, taking all reasonably practicable steps, having regard to the financial and operational feasibility of establishing this functionality, to develop and maintain a system for the members of Key Users to resell unused seats for specific Events to the public.
- (f) The Operator must:
 - (i) offer the Integrated Ticketing Service as part of the Ticketing Services where an Event has an anticipated attendance of over 10,000 Patrons; and
 - (ii) pay the Integrated Ticketing Fee for any Events where Integrated Ticketing Services are provided.
- (g) The Operator must co-operate with Key Users in relation to the administration of their membership programs.

B.6.4 Service Standards

- (a) In delivering the Ticketing Services, the Operator must ensure that:
 - (i) the Ticketing Service Provider maintains an onsite, readily identifiable presence prior to and during Events to ensure that issues pertaining to the Ticketing Services are resolved effectively and efficiently;
 - (ii) only Patrons with valid tickets are able to access the relevant Event;
 - (iii) the same seat is not allocated to more than one Patron for the same Event or a ticket is not issued for a seat that does not exist;
 - (iv) an Event only goes on sale to the public or members of Key Users after the User Agreement or Hirer Agreement for that Event is executed;
 - (v) the Project Identity is displayed in any approved Branded Material in respect of Ticketing Services; and
 - (vi) Integrated Ticketing Services are provided for all Events with a reasonably forecast attendance of 10,000 or more Patrons.
- (b) The Operator must provide a minimum of 30 tickets to the State for each Event.

B.7 Event Management Services

B.7.1 Overview

Event Management Services consist of:

- (a) general Event management requirements;
- (b) pre-Event requirements;
- (c) during Event requirements;

- (d) post-Event requirements; and
- (e) Event management planning,

at the Stadium and Sports Precinct or as required on area surrounding or adjacent to the Site.

B.7.2 Key objectives

The key objectives of the Event Management Services are to:

- (a) ensure Events are planned, organised and delivered in an effective, efficient and safe manner;
- (b) ensure Events deliver value for money;
- (c) ensure Events achieve the principle of “fan first”; and
- (d) ensure that the Operator works co-operatively with Project Co to achieve the above objectives.

B.7.3 Scope

- (a) The Operator must provide Event Management Services:
 - (i) to meet the key objectives in Section B.7.2;
 - (ii) to meet the Service Standards set out in Section B.7.4; and
 - (iii) in accordance with the Events Management Plan in Part F of these Services Specifications.
- (b) **(General):**
 - (i) The Operator must provide a comprehensive process for managing Events from marketing and managing initial expressions of interest from prospective Key Users and Hirers, through to booking and scheduling, planning, implementation, management of the Event and providing post-Event support.
 - (ii) The Operator must supply, implement and use an Event management system to support the delivery of Event Management Services, ensuring the system is of a standard and functionality used in the contemporary large stadium industry including:
 - (A) the ability to efficiently record and manage all information in relation to an individual Event in a single central location; and
 - (B) the ability to record and administer all financial accounts for an Event including, but not limited to the taking of deposits and payments and the allocation of Event related expenses,

(Event Management System), which must integrate seamlessly with the Bookings Schedule.
 - (iii) The Operator must take all reasonably practicable steps including by liaising and cooperating with Project Co (but not performing the DBFM Services) to ensure the Stadium and Sport Precinct are available for Events and ensure appropriate Operator FF&E is available, fully operational and ready for use in accordance with this Agreement.
- (c) **(Turf management):** The Operator must work cooperatively with Project Co, including the Project Co Associates providing playing surface services and

develop a turf protection policy that outlines the operational management policies and procedures with respect to the use of the Pitch, including ensuring that it is safe and otherwise fit for purpose for Events. The Operator may direct Project Co as to the maintenance, preparation or treatment of the Playing Surface for Permitted Training and Stadium Events.

- (d) **(Pitch Recovery):** When an Entertainment Event is scheduled, the Operator must meet with Project Co and the Hirer to determine the pitch recovery period and the pitch recovery services for that Entertainment Event. If the Operator disputes the pitch recovery period or the pitch recovery services (or both), the State may refer the dispute to the turf expert in accordance with clause 28B of the Project Agreement and, if it does, the pitch recovery period or the pitch recovery services (or both) will be as determined by the turf expert.
- (e) **(Pre-Event):**
- (i) The Operator must co-ordinate and direct pre-Event planning activities in consultation with Project Co and Hirers or Key Users (as applicable).
 - (ii) The Operator may request that Project Co:
 - (A) attend any pre-Stadium Event inspection of the Playing Surface and give Project Co reasonable instructions in relation to the maintenance and preparation of the Playing Surface before or during a Stadium Event;
 - (B) undertake tests necessary to demonstrate that the Playing Surface complies with the relevant Sporting Standard and design requirements;
 - (C) participates in the pre-Event planning process to agree the Event Support Services to be provided by Project Co for that Event including the configuration of the Stadium and Sports Precinct; and
 - (D) attend pre-Event operational tests.
 - (iii) The Operator must undertake a full pre-Event inspection of all areas of the Stadium, Sports Precinct and Pedestrian Underpass to be used or accessed during an Event with Project Co and the Key User or Hirer.
 - (iv) Prior to a Stadium Event, the Operator must provide Project Co with a seating plan with the Seating Positions for that Stadium Event that are required to be available (including all Patrons attending an Entertainment Event whether seated, standing or otherwise on the Playing Surface) and in the case of test match cricket in advance of each day of the test match.
 - (v) In preparation for each Event, the Operator must prepare an individual tailored plan for each Event which is consistent with the Event Management Plan, appropriately identifies and mitigates the risks associated with each Event (**Event Specific Management Plan**).
 - (vi) No later than 10 Business Days prior to each Event, the Operator must provide the State Representative with the draft Event Specific Management Plan for that Event.
 - (vii) If the State has any comments regarding a draft Event Specific Management Plan provided in accordance with Section B.7.3(e)(v), it must provide these comments to the Operator within no later than 5 Business Days prior to the Event. To the extent the State Representative provides comments, the Operator must have reasonable regard to these comments and either:

- (A) amend the draft Event Specific Management Plan to address the comments; or
- (B) provide a reasonable explanation to the State Representative as to why it has not addressed the State's comments; and

the Operator must provide the State Representative with the final Event Specific Management Plan (including any amendments made under Section B.7.3(e)(vii)(A)) no later than 48 hours prior to the commencement of that Event.

(f) **(During Event):**

- (i) During an Event, the Operator must:
 - (A) coordinate with all relevant key stakeholders and manage communications to these key stakeholders of any implications and requirements of the Event;
 - (B) take all reasonably practicable steps (to the extent permitted under this Agreement) to ensure the effective and efficient delivery of the Event; and
 - (C) take all reasonably practicable steps to ensure the safety of Stadium Users.
- (ii) Subject to providing Project Co with sufficient notice, the Operator may request that Project Co provides:
 - (A) suitably qualified and knowledgeable Project Co Associates to attend the Stadium and Sports Precinct:
 - (1) at the times when Hirers or Key Users are undertaking or requiring bump-In and bump-out activities; and
 - (2) during an Event;
 - (B) a competent CCTV operator to attend the Event Control Room (as that term is defined in the DBFM Design Specifications) during an Event; and
 - (C) any other security personnel to attend the Stadium and Sports Precinct during an Event,

(g) **(Post Event):**

- (i) At the conclusion of any Event, the Operator must lead and undertake an Event debrief, which may be attended by Project Co, to review:
 - (A) the delivery of the Services, including compliance with the relevant Event Specific Management Plan;
 - (B) the delivery of the DBFM Services;
 - (C) the delivery of transports and public transport; and
 - (D) any other issues or incidents in relation to that Event,in order to identify positive and negative aspects for future improvement (the **Event Debrief**).
- (ii) The Event Debrief must be coordinated with and include parties relevant to that Event and subject to availability as a minimum, include:

- (A) the Operations Manager;
- (B) key representatives of the Operator and Operator Associates;
- (C) the State Representative;
- (D) Project Co; and
- (E) a representative of the relevant Key User or Hirer.

B.7.4 Service Standards

In delivering the Event Management Services, the Operator must:

- (a) ensure each event has an Event Specific Management Plan;
- (b) deliver each Event in accordance with the Event Specific Management Plan for that Event and other applicable Plans, including:
 - (i) the Operations Manual; and
 - (ii) the Management and Integration Services Plan; and
- (c) ensure any Event is undertaken within the limits established in and otherwise in accordance with the Technical Specifications Manual.

B.8 Safety Management Services

B.8.1 Overview

- (a) The Safety Management Services consist of:
 - (i) safety management activities;
 - (ii) non-Event security activities; and
 - (iii) Event security activities;at the Stadium and Sports Precinct or as required on areas surrounding or adjacent to the Site.
- (b) The Security Management Services also includes the management of the relevant interfaces with Project Co, who is responsible for:
 - (i) Asset Security Services; and
 - (ii) Estate Services in respect of Security Systems,in accordance with the Project Agreement.

B.8.2 Key Objectives

The key objectives of the Safety Management Services are to:

- (a) establish and maintain a culture of safe working practices in delivering the Services;
- (b) provide a safe and secure environment for Stadium Users at all times including during and in relation to Events, Functions and other activities undertaken by the Operator;
- (c) to prevent antisocial behaviour and protect the physical assets within the Stadium and Sports Precinct from damage, vandalism and graffiti at all times;

- (d) provide a professional, friendly and visible security service that fosters a safe and secure environment for all Stadium Users in respect of Events and Functions;
- (e) identify and respond to safety and security risks and implement mitigation strategies; and
- (f) ensure that the Operator works co-operatively with Project Co to achieve the above objectives.

B.8.3 Scope

- (a) The Operator must provide Safety Management Services:
 - (i) to meet the key objectives in Section B.8.2;
 - (ii) to meet the Service Standards set out in Section B.8.4; and
 - (iii) in accordance with the Security Management Plan in Part F of these Services Specifications.
- (b) **(General):** The Operator must establish and implement a comprehensive process for managing the safety and security of Stadium Users and any other relevant persons:
 - (i) in relation to Events, Functions and other activities undertaken by the Operator; and
 - (ii) at the Stadium and Sports Precinct.
- (c) **(Safety management):** The Operator must establish a matrix, clearly articulating which elements of the Green Guide it will comply with in delivering the Safety Management Services, including:
 - (i) what elements are design and construction related and do not require further consideration in the delivery of the Services;
 - (ii) what elements are maintenance related and are required to be undertaken by Project Co;
 - (iii) what elements it will fully comply with and how;
 - (iv) what elements it will partially comply with, the reasons for partial compliance and how the Operator will ensure the achievement of the key objectives; and
 - (v) what elements it will not comply with, the reasons for non-compliance and how the Operator will ensure the achievement of the key objectives,

(Green Guide Compliance Matrix). In developing the Green Guide Compliance Matrix, the Operator must consider and include:

 - (vi) any additional Quality Standards, and regional or Event specific safety, security or other practices that apply to the Services, or otherwise require compliance with, or consideration, by the Operator in delivering the Services; and
 - (vii) any safety issues caused by the design, construction or maintenance of the Stadium or Sports Precinct (or both) and how it intends to address these.
- (d) **(Emergency and crisis management):**
 - (i) The Operator must establish an Emergency Management Plan in cooperation with the State and Project Co, taking into account the

Emergency Services Plan required under Clause 17.10 of this Agreement and the Crisis or Major Incident Plan (prepared by Project Co in accordance with the Project Agreement).

- (ii) The Operator must at all times comply with the Emergency Management Plan and immediately (or otherwise as set out in the plan) implement the Emergency Management Plan upon the occurrence or likely occurrence of an event described in the Emergency Management Plan.
- (e) **(Non-Event Security Activities):**
- (i) The Operator must work cooperatively with Project Co in relation to the delivery of the Asset Security Services.
 - (ii) The Operator must establish and maintain:
 - (A) a policy; and
 - (B) an on-line process,

for inducting staff, contractors and other personnel to the Stadium and Sports Precinct. Where relevant, and without prejudice to its obligations under Clause 13 of this Agreement, the Operator must provide inductions to Project Co and Project Co Associates.
 - (iii) The Operator must train Project Co and Project Co Associates (as nominated by the State Representative) in the delivery of its induction so that Project Co can induct its staff, visitors, contractors and other personnel requiring vehicular access to the Stadium in accordance with the Project Agreement.
 - (iv) The Operator must work cooperatively with Project Co to ensure that all data recordings resulting from the Security Systems are retained in digital format for at least 31 days, are of appropriate quality for such data, are routinely backed up and otherwise collected, stored and protected and are readily accessible to the State and other relevant parties.
- (f) **(Event Security Activities):**
- (i) The Operator must provide all elements of safety and security in relation to Events, including:
 - (A) crowd control;
 - (B) protection of assets within the Stadium and Sports Precinct from damage, vandalism and graffiti during Events;
 - (C) responding to security issues at the Stadium and Sports Precinct;
 - (D) minimising the potential for major security threats posed to the Stadium and Sports Precinct and managing the response to such threats if they occur;
 - (E) management of the accreditation process for Event related staff and visitors;
 - (F) directing Project Co on the operation of the CCTV system during Events;
 - (G) taking all steps reasonably practicable to ensure that the Stadium and Sports Precinct and Operator FF&E are protected; and

- (H) liaising with Key Users and Hirers to ensure the security of Performers and Match Officials and any other person engaged by a Key User or Hirer.
- (ii) The Operator must liaise and work cooperatively with PTA and WA Police to ensure that appropriate crowd control and security interfaces occur during and in relation to Events at key locations, including:
 - (A) the rail station forecourts;
 - (B) the Stadium bus station;
 - (C) the Swan River Pedestrian Bridge; and
 - (D) any other areas outside of the Stadium and Sports Precinct, where safety and security activities are required to be provided as agreed by the parties.
- (g) **(Incident Register)**: The Operator must establish and maintain an incident register that records all reported hazards and security and safety issues and incidents (**Incident Register**).
- (h) **(OHS system)**:
 - (i) The Operator must develop, implement, manage and control a robust Occupational Health & Safety (**OHS**) system to ensure a safe environment for Stadium Users.
 - (ii) The Operator's OHS system must be compliant with all relevant Safety Laws, and should include:
 - (A) an OHS policy;
 - (B) an OHS framework;
 - (C) safe work procedures;
 - (D) toolbox meetings; and
 - (E) material safety data sheets.
 - (iii) The Operator must develop health, safety, security, site rules and other operational requirements including access arrangements for Project Co to ensure a safe environment for Stadium Users. In developing the health, safety, security, site rules and other operational requirements, the Operator must include:
 - (A) any reasonable requirements of the State;
 - (B) a process to manage the hand over of exclusive occupation of an area of the Site from the Operator, Project Co or the State (as the case may be) to the Operator, Project Co or the State (as the case may be),and these health, safety, security, site rules and other operational requirements must be provided to Project Co in order for Project Co to comply with clause 7.2(d)(i) of the Operational Interface Agreement.
 - (iv) The Operator must organise, chair and minute a Monthly OHS Committee meeting (with such committee comprised of the key Operator management team, a Project Co management representative and the State Representative) for the purposes of discussing improvements to the OHS system and its application.

B.8.4 Service Standards

- (a) The Operator must provide the Safety Management Services to ensure that an Event or Function is not cancelled or delayed as a result of a failure by the Operator to provide the Security Management Services.
- (b) In delivering the Safety Management Services, the Operator must:
 - (i) at all times comply with the Safety Management Plan;
 - (ii) take all reasonably practicable steps to ensure no unauthorised person is able to access designated areas of the Stadium or Sports Precinct for which they have not been granted access;
 - (iii) take all reasonably practicable steps to ensure no individual is injured as a result of crowd behaviour during an Event;
 - (iv) take all reasonably practicable steps to ensure no prohibited item or substance enters the Stadium and Sports Precinct during an Event;
 - (v) take all reasonably practicable steps to ensure that the Stadium and Sports Precinct, Operator FF&E and surrounding areas are not damaged during or in relation to Events;
 - (vi) ensure that data recordings resulting from the Security Systems are readily accessible to the State and other relevant parties; and
 - (vii) ensure that the Incident Register is updated promptly after the occurrence of any incident.
- (c) In addition to the requirements described in Sections A.6.3(d), D.11 and D.12 of these Services Specifications, the Operator must ensure that all Operator Associates providing Safety Management Services:
 - (i) are certified and trained to Level 2 First Aid (Apply First Aid); and
 - (ii) are subject to national police checks at the point of engagement and annually thereafter, to be undertaken by the Operator.

B.9 Parking and Traffic Management Services

B.9.1 Overview

- (a) The Parking and Traffic Management Services consist of:
 - (i) the management of vehicular parking and traffic at the Stadium and Sports Precinct; and
 - (ii) the management of vehicular traffic areas outside of the Stadium and Sports Precinct, where traffic management activities are required to be provided in connection with Events.
- (b) Project Co is responsible for controlling access of all vehicles into the undercroft car park. The Parking and Traffic Management Services also includes the management of the interface with Project Co.

B.9.2 Key Objectives

The key objectives of the Parking and Traffic Management Services are to:

- (a) minimise the need for parking through active encouragement and facilitation of the use of public transport by Patrons;

- (b) minimise the disruption to residents and businesses within the local area from parking and traffic management activities in respect of the Services and Events;
- (c) provide safe and efficient management of traffic in and around the Stadium and Sports Precinct, including the local area, during Events;
- (d) provide authority for vehicle access to the undercroft car park;
- (e) provide safe and efficient management of Event parking within the Stadium and Sports Precinct; and
- (f) ensure that the Operator works co-operatively with Project Co to achieve the above objectives.

B.9.3 Scope

- (a) The Operator must provide Parking and Traffic Management Services:
 - (i) to meet the key objectives in Section B.9.2;
 - (ii) to meet the Service Standards set out in Section B.9.4; and
 - (iii) in accordance with the Parking and Traffic Management Plan in Part F of these Services Specifications.
- (b) The Operator must manage all parking and traffic related matters within the Stadium and Sports Precinct.
- (c) The Operator must liaise and work cooperatively with PTA, WA Police and other relevant Government Agencies to manage vehicular traffic in areas outside of the Stadium and Sports Precinct, as agreed by the parties.
- (d) If requested by the State, the Operator must implement and enforce any of the State's parking policies.
- (e) In providing car parking at any soft landscaped areas of the Sports Precinct, the Operator must work cooperatively with Project Co to minimise any damage caused by vehicles to the soft landscaped area.
- (f) The Operator must establish and implement the Public Transport Facilitation Plan and seek to maximise the use of public transport to and from Events by Patrons.

B.9.4 Service Standards

- (a) In delivering the Parking and Traffic Management Services, the Operator must:
 - (i) take all reasonably practicable steps to ensure no Stadium User suffers injury from the failure to appropriately deliver Parking and Traffic Management Services;
 - (ii) grant access to the following bays :
 - (A) Project Co: subject to Section B.9.4(b), 9 bays within the Stadium carpark;
 - (B) the Golf Club House Lease tenant: 10 bays within the southern carpark directly adjacent to that facility; and
 - (C) the State: 5 bays within the Stadium carpark;
 - (iii) ensure that the parking spaces within the Stadium and Sports Precinct are not oversubscribed; and

- (iv) use reasonable endeavours to ensure that no damage (other than immaterial damage) occurs to the grassed areas of the Sports Precinct as a result of Parking and Traffic Management Services.
- (b) If the Operator considers that it requires the parking bays allocated to Project Co on an Event Day or a Non-Event Day because:
 - (i) an Entertainment Event, including bump-in and bump-out activities, requires that space;
 - (ii) a Function requires the maximum available bays in the Stadium carpark; or
 - (iii) the Operator operates the Stadium carpark as a commercial venture and it is regularly operating at near capacity,
 it must provide Project Co with nine hardstand bays within the Sports Precinct.

B.10 AV and Production Services

B.10.1 Overview

The AV and Production Services consist of:

- (a) the management, scheduling, production and broadcast or display of content on AV Systems; and
 - (b) the management and scheduling of Speciality Lighting Systems,
- at the Stadium, Sports Precinct and the Swan River Pedestrian Bridge.

B.10.2 Key objectives

The key objectives of the AV and Production Services are to:

- (a) contribute to delivering the “fans-first” aspiration;
- (b) deliver value for money including through optimising the use of digital media to minimise Event by Event change over costs;
- (c) broadcast and display an appropriate balance of commercial and non-commercial content at the Stadium and Sports Precinct;
- (d) enhance and not detract from the profile, brand and reputation of the Stadium and Sports Precinct and the Project Identity;
- (e) promote the Stadium and Sports Precinct to the Western Australian community and tourists as a destination; and
- (f) ensure that the Operator works co-operatively with Key Users, Hirers and the State to achieve the above objectives.

B.10.3 Scope

- (a) The Operator must provide AV and Production Services:
 - (i) to meet the key objectives in Section B.10.2;
 - (ii) to meet the Service Standards set out in this Section B.10.4; and
 - (iii) in accordance with the Content Management Plan in Part F of these Services Specifications.

- (b) Utilising the AV Systems and the Speciality Lighting Systems, the Operator must provide a high quality contemporary audio visual production offering to Event Parties, which may include:
 - (i) live Event feeds;
 - (ii) advertising of Catering Services;
 - (iii) wayfinding and directional information;
 - (iv) informational content related to an Event, the Stadium, Sports Precinct or the Services;
 - (v) branding of Commercial Partners;
 - (vi) promotional content for the State of Western Australia;
 - (vii) creation of a suitable Event atmosphere; and
 - (viii) other content commensurate with the operation of stadia similar to the Stadium.
- (c) The Operator must establish and maintain a record of all images shown on Displays (other than live feeds), including those:
 - (i) displayed during Events; and
 - (ii) visible from the Sports Precinct,setting out for each image, the times and Displays used.
- (d) The Operator may request Project Co to provide the ICT and AV Services.

B.10.4 Service Standards

In delivering the AV and Production Services, the Operator must:

- (a) ensure all content broadcast or displayed on AV Systems and Speciality Lighting Systems is:
 - (i) safe for Stadium Users;
 - (ii) not malicious, provocative (or otherwise designed to incite riotous behaviour), offensive or otherwise unsuitable for broadcast to Stadium Users;
 - (iii) in accordance with each Event Specific Management Plan; and
 - (iv) in accordance with the Monthly Services Plan;
- (b) ensure that the Project Identity is displayed and used appropriately;
- (c) ensure that the record of images described in Section B.10.3(c) is made available to the State Representative immediately upon request;
- (d) ensure that there is no infringement or misappropriation of the Intellectual Property Rights of any person (as required by Clause 39.6 of this Agreement); and
- (e) use reasonable endeavours to ensure compliance with the relevant User Agreement and Hirer Agreement.

B.11 Signage Management Services

B.11.1 Overview

The Signage Management Services consists of the management of signage at the Stadium and Sports Precinct, including Temporary Signage, but excluding:

- (a) the provision of Estate Services with respect to Stadium Signage; and
- (b) AV and Production Services.

B.11.2 Key objectives

The key objectives of the Signage Management Services are to:

- (a) contribute to delivering the “fans-first” aspiration;
- (b) deliver value for money;
- (c) display an appropriate balance of commercial and non-commercial signage at the Stadium and Sports Precinct;
- (d) enhance and not detract from the profile, brand and reputation of the Stadium, the Sports Precinct and the Project Identity;
- (e) promote the Stadium and Sports Precinct to the Western Australian community and tourists as a destination; and
- (f) ensure that the Operator works co-operatively with Key Users, Hirers and the State to achieve the above objectives.

B.11.3 Scope

- (a) The Operator must provide Signage Management Services:
 - (i) to meet the key objectives in Section B.11.2;
 - (ii) to meet the Service Standards set out in Section B.11.4; and
 - (iii) in accordance with the Parking and Traffic Management Plan in Part F of these Services Specifications.
- (b) The Operator is not required to seek the State’s approval prior to erecting or displaying any Operator Signage or Temporary Signage.
- (c) The Operator must establish and maintain a record of all Temporary Signage, setting out for each sign, the times and locations used.

B.11.4 Service Standards

- (a) In delivering the Signage Management Services, the Operator must take all reasonably practicable steps to:
 - (i) ensure Operator Signage and Temporary Signage is:
 - (A) safe for Stadium Users;
 - (B) appropriately fixed and of clean, appropriate appearance for the Stadium and Sports Precinct;
 - (C) in accordance with each Event Specific Management Plan; and
 - (D) in accordance with the Signage Management Plan;

- (ii) ensure that the Project Identity is displayed and used appropriately;
 - (iii) ensure that Operator Signage and Temporary Signage does not conflict with or derogate from the messaging contained in the Stadium Signage; and
 - (iv) ensure that after the removal of any signage, the Stadium and Sports Precinct is clean, free of any fastening material, visually neat and otherwise safe for Stadium Users.
- (b) The Operator must ensure that the record of Temporary Signage described in Section B.11.3(c) is promptly made available to the State Representative upon request.

B.12 Technology Services

B.12.1 Overview

The Technology Services consist of:

- (a) management of the uses of ICT Systems, including:
 - (i) the management, control and provision of and access to content and websites;
 - (ii) the capturing of data; and
 - (iii) the provision of access to,
 - the Stadium and Sports Precinct's ICT network infrastructure; and
- (b) establishing, maintaining and updating a personal media application for use on portable personal media devices.

B.12.2 Key objectives

The key objectives of the Technology Services are to:

- (a) contribute to delivering the "fans-first" aspiration;
- (b) deliver value for money;
- (c) deliver an efficient, safe and secure method of providing access to the Stadium and Sports Precinct ICT network to Stadium Users;
- (d) maintain appropriate privacy controls;
- (e) enhance and not detract from the profile, brand and reputation of the Stadium and Sports Precinct and the Project Identity; and
- (f) ensure that the Operator works co-operatively with Project Co, Key Users, Hirers and the State to achieve the above objectives.

B.12.3 Scope

- (a) The Operator must provide Technology Services:
 - (i) to meet the key objectives in Section B.12.2;
 - (ii) to meet the Service Standards set out in this Section B.12.4; and
 - (iii) in accordance with the Technology Management Plan and the ICT Deployment and Integration Plan in Part F of these Services Specifications.

- (b) **(Network management)**: The Operator must work co-operatively with Project Co to:
 - (i) develop and implement processes and protocols to protect the ICT Systems, AV Systems and any other system, technology or otherwise, from interference, attacks or intrusion; and
 - (ii) establish, maintain and update as appropriate, authentication processes and systems for Stadium Users to access the Stadium and Sports Precinct's ICT network infrastructure.
- (c) **(Personal media application)**: The Operator must establish, maintain and update as appropriate a personal media application that:
 - (i) is able to be used across a range of operating systems;
 - (ii) interfaces seamlessly with relevant Stadium Systems and Operator Systems; and
 - (iii) is of a quality and has functionality commensurate to personal media applications used in similar stadia in Australia.
- (d) **(Data)**: The Operator will capture Venue Data for and on behalf of the State.

B.12.4 Service Standards

In delivering the Technology Services, the Operator must take all steps reasonably practicable to:

- (a) ensure access to websites containing offensive, immoral , or illegal material is restricted;
- (b) ensure that there is no unauthorised access to the Stadium and Sports Precinct's ICT network infrastructure provided; and
- (c) ensure that the ICT Systems, and any other system, technology or otherwise, operates without interference, consequences of attacks or intrusion.

B.13 Catering Services

B.13.1 Overview

Catering Services consist of:

- (a) general catering requirements
 - (b) Event hospitality catering;
 - (c) Event Retail Catering;
 - (d) non-Event Day catering; and
 - (e) cleaning of Catering Facilities,
- at the Stadium or Sports Precinct (or both).

B.13.2 Key objectives

The key objectives of the Catering Services are to:

- (a) provide a contemporary, high quality retail food and beverage offering to Patrons on Event Days;

- (b) provide a contemporary, high quality hospitality food and beverage service offering to function and corporate attendees; and
- (c) market and promote the use of the Stadium and Sports Precinct for catered functions during Non-Event Days.

B.13.3 Scope

- (a) The Operator must provide Catering Services:
 - (i) to meet the key objectives in Section B.13.2;
 - (ii) to meet the Service Standards set out in Section B.13.4; and
 - (iii) in accordance with the Catering Management Plan in Part F: of these Services Specifications.
- (b) **(General):** The Operator must:
 - (i) effect and maintain all required Authorisations for the Catering Services (in addition to the Liquor Licence required under Clause 17.2 of this Agreement), including when required for temporary facilities;
 - (ii) establish and maintain a food and beverage safety system to ensure the safety and health of Stadium Users; and
 - (iii) develop and implement responsible service of alcohol policies and procedures.
- (c) **(Event hospitality catering):**
 - (i) The Operator must provide a comprehensive hospitality catering service during Events to all corporate facilities and function rooms within the Stadium and, when required, to temporary facilities within the Sports Precinct.
 - (ii) The Operator must ensure the hospitality catering service and menu reflects a contemporary menu offering of a standard at least equivalent to the premium function catering within the broader market, including 4 or 5 star hotels and restaurant offerings in Perth.
- (d) **(Event Retail Catering):**
 - (i) The Operator must provide a comprehensive retail catering service during Events to Patrons which must:
 - (A) demonstrate continuous innovation in the type and variety of retail product within a stadium or event environment;
 - (B) provide for reasonable food and beverage options to Patrons for the duration of Events;
 - (C) as a minimum, be of a standard and offering equivalent to that of similar stadium venues within Australia; and
 - (D) incorporate healthy food choice options.
 - (Event Retail Catering).**
 - (ii) Periodically, and at a minimum of once per year, the Operator must present to the State its proposed menu and respective prices for Event Retail Catering for the upcoming year.

- (iii) The State must provide its comments, or confirm that it has no comments, to the Operator within 20 Business Days of receipt of the proposed menu and respective prices for Event Retail Catering from the Operator.
- (iv) The Operator must amend the proposed menu and respective prices for Event Retail Catering to take account of the State's reasonable comments and objections provided in accordance with Section B.13.3(d)(iii).
- (e) **(Non-Event catering)**: The Operator must optimise the Gross Operating Profit for Non-Event Day and Function based catering and room hire through the proactive marketing and promotion of the Stadium and Sports Precinct, ensuring that the Function catering service reflects a contemporary menu offering of a standard at least equivalent to premium function catering within the broader market.
- (f) **(Restaurants)**: The Operator must establish and implement an operating model for the management and promotion of the Restaurants in both Event and non-Event modes that, as a minimum:
 - (i) optimises Gross Operating Profit;
 - (ii) complements Event Retail Catering;
 - (iii) complements and enhances the Event Procurement Plan; and
 - (iv) promotes and enhances the reputation and brand of the Stadium and Sports Precinct.
- (g) **(Cleaning)**: The Operator must ensure that the Catering Facilities are clean, sanitised and suitable for use and maintained in accordance with the Quality Standards and Authorisations.

B.13.4 Service Standards

- (a) In delivering the Catering Services, the Operator must:
 - (i) take all reasonably practicable steps to ensure that there are no instances of illness resulting from the consumption of food or beverages;
 - (ii) maintain all Authorisations relevant to the Catering Services, including complying with the conditions of those Authorisations; and
 - (iii) ensure that all catering is provided in accordance with the Catering Management Plan.

B.14 Retail Services

B.14.1 Overview

Retail Services consist of the supply or sale of goods, including merchandise and programs (including Stadium Merchandise) at the Stadium or Sports Precinct (or both), but excluding catering products and the commercial opportunities granted to Project Co under the Project Agreement.

B.14.2 Key objectives

The key objectives of the Retail Services are to:

- (a) deliver value for money;
- (b) enhance the Patron experience;
- (c) provide Stadium Merchandise that promotes and enhances the reputation and brand of the Stadium and Sports Precinct; and

- (d) ensure that the Operator works co-operatively with Key Users and Hirers to achieve the above objectives.

B.14.3 Scope

- (a) The Operator must provide Retail Services:
 - (i) to meet the key objectives in Section B.14.2;
 - (ii) to meet the Service Standards set out in this Section B.14.4; and
 - (iii) in accordance with the Retail Management Plan in Part F of these Services Specifications.
- (b) **(Event related merchandise):** The Operator must sell or supply, or permit the sale or supply of by Key Users and Hirers, Event related merchandise or retail items during Events in accordance with the Retail Management Plan.
- (c) **(Stadium Merchandise):**
 - (i) The Operator may develop and sell any Stadium Merchandise in accordance with the Retail Management Plan.
 - (ii) Any Stadium Merchandise must display the Project Identity and must not display any other form of branding, other than the branding of the manufacturer of that Stadium Merchandise provided that the State's prior written consent is obtained first.

B.14.4 Service Standards

- (a) In delivering the Retail Services, the Operator must:
 - (i) ensure all items for supply or sale are safe, fit for purpose, do not contain malicious, inflammatory or offensive messaging, and are not items otherwise of a nature that, in the reasonable opinion of the State Representative, would adversely affect the reputation of the Stadium and Sports Precinct;
 - (ii) ensure that the services are provided in a professional, fans first manner, with a high level of customer service; and
 - (iii) if the retail opportunity is utilised, ensure the retail store is open and trading in accordance with the Retail Management Plan and otherwise contributing to maximising patronage at the Sports Precinct on Non-Event Days.

B.15 Tourism Promotion Services

B.15.1 Overview

The Tourism Promotion Services consist of travel and tourism packaging of Events at the Stadium.

B.15.2 Key objectives

The key objectives of the Tourism Promotion Services are to:

- (a) maximise tourism to and within Western Australia by implementing an open, competitive market for the packaging of tickets to Events;
- (b) create a broader range of benefits to the Western Australian tourism industry than would have otherwise been achieved through casual ticket sales;
- (c) maximise attendance at Events by regional Western Australians;

- (d) maximise attendance at Events by international and interstate visitors to Western Australia; and
- (e) encourage dispersal of international and interstate visitors to regional Western Australia.

B.15.3 Scope

- (a) The Operator must provide Tourism Promotion Services:
 - (i) to meet the key objectives in Section B.15.2;
 - (ii) to meet the Service Standards set out in this Section B.15.4; and
 - (iii) in accordance with the Tourism Promotion Plan.
- (b) **(General)**: The Operator must:
 - (i) liaise and engage with Tourism Western Australia, the Western Australian tourism industry, tourism intermediaries, Key Users and Hirers;
 - (ii) through tourism intermediaries, develop, promote and sell a suite of tourism packages that package Event tickets with various travel options, including:
 - (A) Event tickets, flights and accommodation;
 - (B) Event tickets and accommodation; and
 - (C) either of the above with any other Western Australian tourism product; and
 - (iii) ensure that unsold tickets intended to be sold through tourism intermediaries are returned to the general sales allocation at least at reasonable timeframes prior to the Event;
- (c) **(Limitations)**: In delivering the Tourism Promotion Services, the Operator must not, and must take all reasonably practicable steps to ensure that any Key User or Hirer when marketing tourism package tickets referred to in Section B.15.4(a) do not:
 - (i) enter into any exclusive arrangement with a tourism intermediary;
 - (ii) derive any revenue, cost transfer or other financial return beyond the retail price of an Event ticket;
 - (iii) provide any limitations on, or enter into exclusive arrangements with, any airline or accommodation providers;
 - (iv) otherwise engage in third line forcing; and
 - (v) limit market competition of travel products.

B.15.4 Service Standards

In delivering the Tourism Promotion Services, the Operator must ensure that:

- (a) a minimum of 1,000 seated tickets across a range of seating categories are available for tourism packages for each Event;
- (b) tourism packages are competitively priced against the current tourism market;

- (c) the funds received from the sale of tickets as part of the Tourism Promotion Services are returned to the relevant Key User or Hirer in accordance with the relevant User Agreement or Hirer Agreement; and
- (d) those tourism intermediaries used to sell and promote tickets for Events have a demonstrated ability to promote Perth and regional Western Australian tourism destinations including established marketing partnerships with Tourism WA and regional destination marketing organisations, and that they will specifically invest in promoting the tourism packages.

B.16 Procurement Services

B.16.1 Overview

The Procurement Services consist of the procurement by the Operator and Operator Associates of all goods and services in delivering the Services or otherwise in accordance with this Agreement, including:

- (a) the procurement of Operator FF&E and Hired Equipment; and
- (b) the procurement or engagement of:
 - (i) Key Subcontractors;
 - (ii) Subcontractors; and
 - (iii) Venue Partners.

B.16.2 Key Objectives

The key objectives of the Procurement Services are to:

- (a) achieve value for money;
- (b) demonstrate probity and accountability;
- (c) provide suppliers, including local suppliers, with fair and equitable access to supply opportunities whilst maintaining transparency and integrity;
- (d) ensure that procurement activities do not limit the amount of Events that can be held at the Stadium and Sports Precinct;
- (e) enhance and not detract from the profile, brand and reputation of the Stadium and Sports Precinct and the Project Identity; and
- (f) ensure that the Operator works co-operatively with the State to achieve the above objectives.

B.16.3 Scope

- (a) The Operator must provide Procurement Services:
 - (i) to meet the key objectives in Section B.16.2;
 - (ii) to meet the Service Standards set out in Section B.16.4; and
 - (iii) in accordance with the Procurement Management Plan in Section F.6.19 of these Services Specifications.

B.16.4 Service Standards

Prior to awarding a supply contract for Operator Systems, the Operator must where relevant liaise with the State and Project Co to ensure compatibility and interoperability

with the Stadium Systems and any other systems contained within the Stadium and Sports Precinct.

B.17 Operator Facility Services

B.17.1 Overview

The Operator Facility Services consist of:

- (a) storage management;
- (b) loading dock management;
- (c) reception services; and
- (d) Operations Help Desk,

at the Stadium and Sports Precinct.

B.17.2 Key Objectives

The key objectives of the Operator Facility Services are to:

- (a) efficiently manage the storage of Consumables (including hazardous substances), FF&E, Hired Equipment, Services Equipment and event and other equipment within the Stadium and Sports Precinct;
- (b) manage and control the activities within the loading dock;
- (c) provide a reception counter service as an initial point of contact for all visitors to the Stadium;
- (d) provide a help desk service for operations related matters; and
- (e) ensure that the Operator works co-operatively with Project Co to achieve the above objectives.

B.17.3 Scope

- (a) The Operator must provide Operator Facility Services:
 - (i) to meet the key objectives in Section B.17.2;
 - (ii) to meet the Service Standards set out in Section B.17.4; and
 - (iii) in accordance with the Operator Facility Services Plan.
- (b) **(Storage)**: The Operator must manage the storage of and access to Consumables (including hazardous substances), FF&E, Hired Equipment, Services Equipment and Event related and other equipment within the Stadium and Sports Precinct (excluding the stock supplies and equipment of Project Co), ensuring compliance with all Laws and the Safety Management Plan.
- (c) **(Loading Dock)**: The Operator must manage the operation of the loading dock, including by working cooperatively with Project Co in the scheduling of deliveries.
- (d) **(Reception)**: The Operator must provide a staffed reception service during business hours and during events for the purposes of:
 - (i) receiving of external phone calls;
 - (ii) greeting of visitors;

- (iii) responding to enquiries;
 - (iv) provision of directions; and
 - (v) other services as appropriate.
- (e) **(Operations Help Desk):** The Operator must provide a designated central contact phone number or web portal to enable daily inward and outward communications with the Operator, including:
- (i) lodging of operations related questions and service requests from the State, Project Co, Key Users, Hirers and Media Personnel;
 - (ii) recording and logging the questions and service requests received in Section B.17.3(e)(i); and
 - (iii) responding to the questions and service requests received in Section B.17.3(e)(i),
- (Operations Help Desk).**
- (f) **(Systems activation):** The Operator must:
- (i) provide Project Co with adequate notification to allow them to activate those elements of the Stadium, Sports Precinct and Pedestrian Underpass for which Project Co is responsible to activate;
 - (ii) activate those elements of the Stadium, Sports Precinct and Pedestrian Underpass for which it is responsible to activate; and
 - (iii) provide supervision and testing of all activation activities (including those activation activities undertaken by Project Co and other parties) to ensure any failures are identified, to provide maximum opportunity for rectification prior to any impact on the Services.

B.17.4 Service Standards

In delivering the Operator Facilities Services, the Operator must take all reasonably practicable steps to:

- (a) ensure the Stadium reception is not left unattended during the designated hours of operation;
- (b) ensure the Operations Help Desk phone is responded to within 30 seconds during the designated hours of operation and Events and within 5 minutes at any other time;
- (c) ensure no damage or injury are caused from the operations and management of the loading dock; and
- (d) ensure no damage or injury results from stored items.

PART C: FACILITIES MANAGEMENT SERVICES

C.1 Overview

The Facilities Management Services comprise:

- (a) General Maintenance Services;
- (b) Asset Cleaning Services;
- (c) Waste Management Services;
- (d) Key Management Services; and
- (e) Utilities Management Services,

(together the **Facilities Management Services**).

C.2 General Maintenance Services**C.2.1 Overview**

The General Maintenance Services consist of:

- (a) Scheduled Maintenance;
- (b) Unscheduled Maintenance; and
- (c) Lifecycle Services.

C.2.2 Key objectives

The key objectives for the General Maintenance Services are:

- (a) to ensure the integrity and functionality of the Operator FF&E;
- (b) to maintain public safety;
- (c) to facilitate the carrying out of the Services and ensure the Stadium and Sports Precinct are available for Events, Functions and other activities;
- (d) to minimise damage to the Operator FF&E by Stadium Users and others; and
- (e) to maintain a safe and secure environment for the Stadium and Sports Precinct by using safe working practices.

C.2.3 Scope

- (a) The Operator must provide the General Maintenance Services:
 - (i) to meet the key objectives in Section C.2.2;
 - (ii) to meet the Service Standards set out in Section C.2.4;
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
 - (iv) otherwise in accordance with this Agreement and the Operational Interface Agreement.
- (b) The Operator must provide the General Maintenance Services at all times necessary to meet its obligations under this Section C.2 throughout the Operating Year.

- (c) The Operator must:
- (i) **(Scheduled Maintenance)**: perform Scheduled Maintenance in respect of the Operator FF&E, which maintenance must be identified and performed in accordance with the Monthly Services Plan, except as provided in Section C.2.3(d));
 - (ii) **(Unscheduled Maintenance)**: perform Unscheduled Maintenance in respect of the Operator FF&E as may be required from time to time, including when an item does not operate as intended or may put at risk the safety of Stadium Users; and
 - (iii) **(Lifecycle Services)**: perform Lifecycle Services in respect of the Operator FF&E, which services must be identified and performed in accordance with the Monthly Services Plan and as otherwise required for the Operator FF&E to be Fit For Purpose.
- (d) If the Operator intends to perform any Scheduled Maintenance other than in accordance with the current Maintenance Plan, it must:
- (i) notify the State and Project Co of that intention at least 48 hours prior to the earlier of the intended time for the Scheduled Maintenance or the time for the Scheduled Maintenance according to the Maintenance Plan; and
 - (ii) not perform Scheduled Maintenance other than in accordance with the then current Maintenance Plan, except with the written consent of the State, which must not be unreasonably withheld.

C.2.4 Service Standards

- (a) **(Overriding Service Standards)**: The Operator must ensure that all Operator FF&E:
- (i) is functional, fully operational and Fit For Purpose;
 - (ii) is complete, installed and maintained in accordance with the manufacturer's specifications, applicable Laws and Quality Standards;
 - (iii) is waterproof and weatherproof, where appropriate;
 - (iv) is free from vandalism and graffiti;
 - (v) is free from damage; and
 - (vi) does not show more than normal signs of wear and tear, having regard to the age of the specific item of Operator FF&E, and does not have minor surface blemishes, scratches, chips or dents that detract from the appearance of the item.
- (b) The Operator must provide the General Maintenance Services to ensure the Operator FF&E is fit for purpose.
- (c) The Operator must perform the General Maintenance Services in a manner that is consistent with Best Operating Practices, the Operational Interface Agreement and this Agreement.
- (d) When providing the General Maintenance Services, the Operator must maintain safe, logical and clear pedestrian and vehicular circulation routes that are accessible to all Stadium Users and are unobstructed at all times.
- (e) The Operator must provide the General Maintenance Services in a manner that ensures that no Event is cancelled or delayed as a result of a failure by the Operator to provide the General Maintenance Services.

- (f) **(Scheduled Maintenance and Lifecycle Services):** The Operator must:
- (i) carry out and complete all Scheduled Maintenance and Lifecycle Services in a manner, and at times, that avoids disruption to Stadium Users and the carrying out of the DBFM Services; and
 - (ii) vary the manner and timing of Scheduled Maintenance and Lifecycle Services as reasonably requested by the State to achieve the objective stated in Section C.2.4(f)(i).
- (g) The Scheduled Maintenance and Lifecycle Services must be performed to:
- (i) actively reduce the need for Unscheduled Maintenance;
 - (ii) optimise the performance and efficiency of the Operator FF&E; and
 - (iii) ensure that Operator FF&E is properly and safely maintained and tested and remain functional, safe, fully operational and of good appearance, and is optimised to ensure operational efficiency and minimise energy and water consumption.
- (h) **(Energy and water efficiency):** The Operator must ensure that any Operator FF&E that it replaces in performing the General Maintenance Services, is replaced with FF&E that is of equivalent or better energy efficiency or water efficiency (as relevant) than the FF&E being replaced.
- (i) **(Commissioning):** The Operator must ensure that it commissions all new Operator FF&E in accordance with the manufacturer's instructions prior to being made available for use. The Operator must produce operating and maintenance manuals and as fitted drawings to the State Representative at the same time as commissioning of any new Operator FF&E.
- (j) **(Completion of works):** The Operator must ensure that, following the performance of any:
- (i) Scheduled Maintenance;
 - (ii) Unscheduled Maintenance; or
 - (iii) Lifecycle Services,
- the relevant area of the Stadium or Sports Precinct is left in a clean and tidy condition that enables the delivery of the Services effectively and efficiently and to promptly perform any required commissioning following the relevant General Maintenance Services.

C.3 Asset Cleaning

C.3.1 Overview

- (a) The Asset Cleaning Services consist of:
- (i) pre-Event cleaning;
 - (ii) during Event cleaning;
 - (iii) post-Event cleaning;
 - (iv) routine cleaning; and
 - (v) maintenance cleaning,

at the Stadium, Sports Precinct and (with respect to the Offsite Infrastructure) or as required on areas surrounding or adjacent to the Site.

- (b) The Asset Cleaning Services also includes the management of the relevant interfaces with Project Co, which, in accordance with the Project Agreement, is responsible for cleaning in respect of:
 - (i) Grounds and Gardens Services; and
 - (ii) Estate Services.
- (c) Further to the management of the relevant interfaces with Project Co, the parties acknowledge that the Operator is not required to perform any cleaning activities that Project Co are required to perform under the Project Agreement including the cleaning of any Decorative Finishes above 2.2 metres in height.

C.3.2 Key objectives

The key objectives for the Asset Cleaning Services are:

- (a) to ensure the Stadium and Sports Precinct are aesthetically pleasing;
- (b) to maintain public safety and security;
- (c) to facilitate the carrying out of the Services;
- (d) to ensure the longevity of all elements of the Stadium and Sports Precinct that are cleaned by the Operator; and
- (e) to provide and enhance a positive image of the Stadium and Sports Precinct, the State and the Operator, particularly to Event Parties, potential Event Parties, the local community and the general public.

C.3.3 Scope

- (a) The Operator must provide the Asset Cleaning Services:
 - (i) to meet the key objectives in Section C.3.2;
 - (ii) to meet the Service Standards set out in Section C.3.4; and
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications.
- (b) The Operator must provide the Asset Cleaning Services 24 hours per day throughout the Operating Year.
- (c) The Operator must:
 - (i) **(Scheduled Stadium Cleaning)**: perform Scheduled Stadium Cleaning in accordance with the Cleaning Plan;
 - (ii) **(Event Stadium Cleaning)**: perform Event Stadium Cleaning prior to, during and after Events; and
 - (iii) **(Event Precinct Cleaning)**: perform Event Precinct Cleaning during and after Events.

C.3.4 Service Standards

- (a) **(Overriding Service Standards):** The Operator must:
- (i) perform all necessary cleaning activities (other than any cleaning required to be performed by Project Co under the Project Agreement) to ensure the remaining Service Standards are satisfied;
 - (ii) comply with all reasonable advice from Project Co on the appropriate cleaning methods, processes, chemicals and equipment the Operator must use when cleaning the Stadium, Sports Precinct and Pedestrian Underpass so as to not affect Project Co's ability to comply with its obligations under the Project Agreement;
 - (iii) allow Project Co to attend inspections of the Operator's cleaning activities; and
 - (iv) immediately advise the State Representative if it becomes aware that Project Co's advice has resulted in a detrimental impact on the condition of any element of the Stadium, Sports Precinct and Pedestrian Underpass.
- (b) **(Scheduled Stadium Cleaning Standards):** The Operator must ensure that all elements of the Stadium are cleaned periodically so that the Stadium is in a clean and hygienic state (fair wear and tear excepted). To achieve this, the Operator must take all steps reasonably practicable to ensure that:
- (i) all external features, fire exits, handrails and stair wells are clean and free of dust, grit, dirt, cobwebs and rubbish;
 - (ii) all walls, skirtings and ceilings are clean and free of marks, dust, grit, dirt, cobwebs and rubbish;
 - (iii) all external and internal glass, flyscreens and windows are clean and free of marks and spots;
 - (iv) all doors are clean and free of marks, dust, grit, dirt, cobwebs and rubbish;
 - (v) all hard floors are clean and free of dust, grit, dirt, stains, water, other liquids and rubbish. If floors are polished or buffed, the Operator must ensure that the floors are polished regularly so that they are scuff free and maintain their lustre;
 - (vi) all soft floors are clean and free of dust, grit, dirt, stains, water, other liquids and rubbish;
 - (vii) all ducts, grilles and vents are unblocked, clean and free of dust, grit, dirt cobwebs and rubbish
 - (viii) all electrical fixtures and appliances are clean, hygienic and free of dust, grease, grit, dirt, stains, water, other liquids and rubbish;
 - (ix) all furnishings and fixtures are clean and free of marks, dust, grit, dirt, stains, cobwebs and rubbish;
 - (x) all pantry/kitchenette fixtures and appliances are clean and free of dust, grit, dirt, stains, water, other liquids and rubbish;
 - (xi) all toilets and bathroom fixtures are clean, hygienic and free of smudges, smears, streaks, soap build up, dust, grit, dirt, stains, water, other liquids, cobwebs and rubbish;
 - (xii) all equipment free from soil, smudges, dust, fingerprints, grease and spillages;

- (xiii) general tidiness:
 - (A) the area appears tidy and uncluttered;
 - (B) floor space is clear, only occupied by furniture and fittings designed to sit on the floor; and
 - (C) fire access and exit doors are left clear and unhindered; and
- (xiv) (odour control):
 - (A) the area smells fresh;
 - (B) there is no odour that is distasteful or unpleasant; and
 - (C) room deodorisers are clean and functional.
- (c) **(Event Stadium Cleaning)**: The Operator must take all steps reasonably practicable to ensure that all areas meet the Scheduled Stadium Cleaning Standards at the commencement of an Event and during an Event, all elements of the Stadium meet the following standards:
 - (i) all floors remain free from fluids, litter or debris that may pose a hazard to Stadium Users;
 - (ii) ensure that all toilets and change facilities remain stocked with Consumables;
 - (iii) blocked toilets and urinals are reported to the FM Help Desk; and
 - (iv) litter bins are not overflowing.
- (d) **(Event Precinct Cleaning)**: The Operator must take all reasonably practicable steps to ensure that all elements of the Sports Precinct and Pedestrian Underpass meet the following standards:
 - (i) during an Event:
 - (A) all paths, pavings and roads remain free from fluids, litter or debris that may pose a hazard to Stadium Users; and
 - (B) litter bins are not overflowing; and
 - (ii) at the end of the Event Cleaning Time,
 - (A) the Sports Precinct and Pedestrian Underpass are free from all litter and debris; and
 - (B) all bins are less than 25 per cent full.
- (e) **(Consumables)**: The Operator must ensure the adequate supply and availability of Consumables to Event Parties, at the point of use within the Stadium and Sports Precinct.

C.4 Waste Management

C.4.1 Overview

The Waste Management Services consist of all aspects of managing waste, including:

- (a) collection;
- (b) storage;

- (c) disposal;
- (d) recycling; and
- (e) monitoring and reporting,

at the Stadium, Sports Precinct or as required on areas surrounding or adjacent to the Site, subject to the Project Agreement and Operational Interface Agreement.

C.4.2 Key Objectives

The key objectives for the Waste Management Services are to manage the collection, transportation, storage and removal of waste within the Stadium and Sports Precinct so as to:

- (a) facilitate the carrying out of the Services and DBFM Services;
- (b) minimise the impact on Stadium Users;
- (c) provide value for money;
- (d) maximise recycling and minimise waste to landfill; and
- (e) provide and enhance a positive image of the Stadium and Sports Precinct, the State and the Operator, particularly to Event Parties, potential Stadium Users, the local community and the general public.

C.4.3 Scope

- (a) The Operator must provide the Waste Management Services:
 - (i) to meet the key objectives in Section C.4.2;
 - (ii) to meet the Service Standards set out in Section C.4.4; and
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications.
- (b) The Operator must provide the Waste Management Services at all times necessary to meet its obligations under this Section C.4, throughout the Operating Year.
- (c) The Operator must:
 - (i) establish and maintain systems for the monitoring and reporting of Waste Management Services;
 - (ii) work cooperatively with Project Co to ensure the Waste Management Services do not adversely affect the DBFM Services; and
 - (iii) remove all waste from the Stadium and Sports Precinct in accordance with the Waste Management Plan, except as noted in Section C.4.3(d) below.
- (d) The Operator is not responsible for the collection of waste generated in the Sports Precinct and Pedestrian Underpass outside of the Event Cleaning Time.

C.4.4 Service Standards

- (a) **(Overriding Service Standards):** The Operator must:
 - (i) ensure there is an adequate supply of clean and sanitised waste collection and disposal equipment, and an appropriate and adequate mix of all waste

containers, bins, disposal units, receptacles and compactors (if applicable) to meet the demands and requirements of the Stadium and Sports Precinct;

- (ii) use reasonable endeavours to ensure there is no odour that is distasteful or unpleasant or risk to hygiene as a result of the generation or storage of waste;
 - (iii) ensure waste is stored so as to minimise the risk of Pests; and
 - (iv) develop and implement waste minimisation strategies and increasing opportunities for recycling and reductions in waste generation by all Stadium Users.
- (b) **(Waste Disposal)**: The Operator must ensure that all waste is disposed of in accordance with the Waste Management Plan, Laws and Quality Standards.

C.5 Key Management

C.5.1 Overview

The Key Management Services consists of working cooperatively with Project Co to ensure that relevant Project Co Associates have the required access to the Stadium and Sports Precinct, whilst ensuring security is maintained.

C.5.2 Key Objectives

The key objectives for the Key Management Services are to:

- (a) ensure the security of the Stadium and Sports Precinct is not compromised; and
- (b) to manage the efficient storage, dispersal and collection of keys and access cards for the Stadium and Sports Precinct.

C.5.3 Scope

- (a) The Operator must undertake the Key Management Services:
 - (i) to meet the key objectives in Section C.5.2;
 - (ii) to meet the Service Standards set out in Section C.5.4; and
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications.
- (b) Without limiting this Specific Service Specification, the Operator must perform the Key Management Services in accordance with the Key Management Plan.
- (c) Upon or immediately prior to Commercial Acceptance, the Operator must take possession of all keys and access cards for the Stadium and Sports Precinct.
- (d) In the instance of a lost key or keys, subject to obtaining the State Representative's prior approval, the Operator may direct Project Co to replace relevant locks to ensure the security of the Stadium and Sports Precinct is not compromised.
- (e) The Operator must:
 - (i) establish and maintain policies relating to the procurement, programming, issue, use and destruction of keys and access cards, including ensuring keys and access cards are securely stored when not in use;
 - (ii) provide Project Co with reasonable numbers of keys and programmed access cards for the delivery of the DBFM Services;

- (iii) provide the State with a reasonable numbers of keys and programmed access for the State's activities at the Stadium and Sports Precinct;
- (iv) otherwise provide the State and Project Co with reasonable numbers of additional and replacement keys and programmed access cards within 5 days of a request by the State Representative or Project Co;
- (v) establish and maintain a register that captures each and every key and access card within the Stadium and Sports Precinct and records all key and access card movement and activity, including the creation of additional keys and access cards within 3 days of that creation;
- (vi) ensure that the Operator Associates comply with all Stadium and Sports Precinct policies relating to the issue and use of keys and access cards;
- (vii) undertake Monthly audits of all keys that have been issued and provide a report to the State Representative, confirming all keys and access cards held and any keys or access cards that are unaccounted for; and
- (viii) immediately hand back all keys and access cards on the Expiry Date and otherwise upon the request of the State.

C.5.4 Service Standards

- (a) In delivering the Key Management Services, the Operator must:
 - (i) maintain an adequate supply of keys and access cards for issue to Stadium Users;
 - (ii) ensure all keys and access cards held by the Operator or Operator Associates are accounted for;
 - (iii) immediately advise the State Representative and Project Co in the event that any master key or sub-master key is unaccounted for or the security of the Stadium is otherwise compromised; and
 - (iv) immediately deactivate relevant access cards should a security risk be identified.

C.6 Utilities Management

C.6.1 Overview

The Utilities Management Services consist of:

- (a) the provision of advice to the State in relation to procurement of Utilities and other related advice;
- (b) ensuring the availability and adequacy of Utility connections and standby provisions; and
- (c) leading and cooperating with the State and Project Co in relation to the efficient consumption of Utilities.

C.6.2 Key objectives

- (a) The key objectives for the Utilities Management Services are:
 - (i) to facilitate and enhance the carrying out of the Services and DBFM Services;
 - (ii) to ensure that the Utilities Management Services do not conflict with the provision of the Services and DBFM Services;

- (iii) to optimise the efficient use of Utilities within the Stadium and Sports Precinct;
- (iv) to provide a cost effective Utilities Management Service that maximises energy and water efficiency in the Stadium and Sports Precinct and minimises the energy and water costs of the Stadium and Sports Precinct during the Operating Phase;
- (v) to provide environmentally sustainable outcomes wherever practicable and economical; and
- (vi) to ensure that the provision of all Utilities to the Stadium and Sports Precinct is continuously maintained throughout the Operating Phase.

C.6.3 Scope

- (a) The Operator must provide Utilities Management Services:
 - (i) to meet the key objectives in Section C.6.2;
 - (ii) to meet the Service Standards set out in Section C.6.4; and
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications.
- (b) The Operator must:
 - (i) work cooperatively with the State and Project Co to procure Utilities;
 - (ii) cooperate with the Utilities companies to facilitate the delivery of Utilities and associated services; and
 - (iii) work cooperatively with Project Co in the creation, maintenance and implementation of Project Co's:
 - (A) Utility Services Conservation Plan; and
 - (B) Utility Services Contingency Plan.
- (c) The Operator must:
 - (i) inform Operator Associates of the aims of Project Co's Utility Services Conservation Plan and provide guidance on its implementation;
 - (ii) inform all Hirers and Key Users, so as to the extent reasonably possible, ensure the activities of Hirers and Key Users do not interrupt any Utility; and
 - (iii) seek to maximise the recovery of utility costs from Hirers and Key Users.
- (d) The Operator may require Project Co (acting reasonably) to provide consumption reports and statistics.

C.6.4 Service Standards

- (a) The Operator must take all steps reasonably practicable to provide the Utilities Management Services in a manner that ensures that an Event is not cancelled or delayed as a result of a failure by the Operator to provide the Utilities Management Services.
- (b) The Operator must respond to any Utility related request or a request from a Utilities company within 2 Business Days.

PART D: MANAGEMENT AND INTEGRATION SERVICES

D.1 General

The Operator must:

- (a) provide the Services in a manner that ensures all of the elements of each of the Services are fully integrated and interoperable and are delivered as a seamless single service;
- (b) ensure that the Services are performed in a unified, demonstrable and consistent manner;
- (c) establish and implement those processes and systems that may be required so that the Services can be performed to meet the requirements of this Agreement, including the requirements in Section D.1(a) and Section D.1(b). The Operator must ensure that:
 - (i) those processes and systems are fully documented within the Plans;
 - (ii) the content of the Plans are consistent with the provision of the Services in a manner that is fully integrated with the delivery of Functions, Events and other activities;
 - (iii) the Services are fully integrated with the delivery of Functions, Events and other activities, and the Plans reflect and facilitate that; and
 - (iv) Operator Associates and relevant State Associates can easily and efficiently access the Operator's systems and processes;
- (d) ensure that all Stadium Users can indirectly receive the benefit of the Services easily and simply without needing to understand the Operator's internal resourcing, internal allocation of responsibility and contracting arrangements in respect of the provision of the Services;
- (e) ensure that there is an effective alignment between all of the elements of each of the Services, ensuring that there are no overlaps or gaps between the performance of each of the Services;
- (f) advise the State Representative of the breach of any Laws or Authorisations that affect the ability of the Operator to provide the Services in a safe, legal and effective manner within 1 day of the date the Operator became, or should reasonably have become, aware of such breach; and
- (g) perform the Management and Integration Services in accordance with the requirements of this Specific Service Specification.

D.2 Management

The Operator must:

- (a) provide leadership, active management and supervision in respect of the performance of each of the Services;
- (b) establish and maintain an organisational structure that ensures roles are created and assigned to Operator Associates with skills and abilities appropriate to ensure the Services are provided as a complete, integrated and interoperable service;
- (c) provide an organisational chart to the State that depicts that organisational structure, and provide an updated chart as it changes from time to time;

- (d) establish and maintain an integrated service culture that prioritises quality outcomes for all Stadium Users; and
- (e) ensure that Operator Associates provide reasonable assistance as requested by the State, or by Project Co Associates authorised by Project Co or the State, to ensure the alignment of the provision of the Services with the delivery the DBFM Services, so that no gaps exist between the two, and attend any meetings called by the State or Project Co to discuss alignment issues.

D.3 Interface with Project Co

D.3.1 Sports Precinct Event cleaning

- (a) No more than 1 hour prior to the commencement of the Event Cleaning Time or at the time agreed between the Operator and Project Co, the Operator must undertake an inspection of the Sports Precinct with the Project Co to agree that Project Co has cleaned the Sports Precinct of all litter and debris.
- (b) If the Operator does not agree (acting reasonably) that Project Co has cleaned the Sports Precinct of all litter and debris in accordance with Section D.3.1(a), it must notify Project Co of such and that Project Co must clean the Sports Precinct of the remaining litter and debris. If Project Co fails to clean the Sports Precinct of the remaining litter and debris to the reasonable satisfaction of the Operator within 30 minutes of notification from the Operator, then the Operator must:
 - (i) advise the State Representative and provide photographic evidence in support of such view, within 1 hour of the inspection described in Section D.3.1(a); and
 - (ii) if so instructed by the State Representative, remove such litter and debris and provide the State Representative with records of the action taken and the associated costs incurred by the Operator.
- (c) The State Representative will (acting reasonably) decide on whether the litter and debris removed by the Operator in accordance with Section D.3.1(b)(ii) was the responsibility of Project Co, in which case, the State will cause Project Co to reimburse the Operator for the associated costs incurred by the Operator in removing such litter and debris.
- (d) No more than 1 hour prior to the end of the Event Cleaning Time, and as reasonably requested by the Project Co, the Operator must undertake an inspection of the Sports Precinct with Project Co to agree that the Operator has cleaned the Sports Precinct of all litter and debris arising from the Event.
- (e) In the event that Project Co is (acting reasonably) of the view that the Operator has not cleaned the Sports Precinct of all litter and debris arising from an Event by the expiry of the Event Cleaning Time, the Operator must clean the Sports Precinct of the remaining litter and debris. If the Operator fails to clean the Sports Precinct of the remaining litter and debris to the reasonable satisfaction of Project Co within 30 minutes of such notification, the Operator must reimburse the Project Co for the associated costs incurred by Project Co in removing such litter and debris.

D.3.2 Work Method Statements

- (a) The Operator is responsible for the approval (which must not be unreasonably withheld) of all Work Method Statements which relate directly to the Services prior to any such Work Method Statement being implemented.
- (b) The Operator must review all new Work Method Statements and revisions to Work Method Statements already agreed with Project Co. In cases where the Work Method Statement does not impact on the Operator's ability to carry out the

Services, the Operator must indicate this. Where Work Method Statements may impact on the Operator's ability to carry out the Services the Operator must review the Work Method Statement to ensure that works are appropriately coordinated and the proposed work does not impact adversely upon the Operator's ability to carry out the Services.

- (c) The Operator must undertake the review referred to in Section D.3.2(b) prior to any such new or revised Work Method Statement being implemented and indicate its acceptance (which must not be unreasonably withheld) of all new Work Method Statements and revisions to Work Method Statements. Prior to indicating its acceptance, the Operator may require the Work Method Statement to be reasonably amended to accommodate the safe delivery of the Services.

D.3.3 Requests to Project Co

The DBFM Services Specification contemplates that the Operator has the ability to make requests of Project Co, or require Project Co to perform certain actions. Except if the Operator is required to obtain the prior consent of the State Representative where specified in this Schedule 8, the Operator is entitled to exercise these rights (acting reasonably) as detailed in the DBFM Services Specification and Schedule 14 of the Project Agreement, including in relation to Requested Services in accordance with section 17 of Part D of the DBFM Services Specification.

D.3.4 Reporting of Issues and reclassification of Faults and Incidents

- (a) The Operator must report any Issue to the FM Help Desk.
- (b) The Operator may, promptly following the classification or reclassification of a Fault or Incident in accordance with Schedule 14 of the Project Agreement, reclassify that Fault or Incident (as applicable).

D.3.5 Extension of Make Safe Times, Rectification Periods and Remedial Periods

In the case of the Make Safe, Rectification or Remediation of a Fault, the Operator may acting reasonably and, give a written direction to Project Co, with a copy to the State Representative, to reschedule the Make Safe, Rectification or Remediation.

D.3.6 Use of Functional Units which are not Available

If the Operator intends to continue to use a Functional Unit (other than a designated seat) while that Functional Unit is not Available, the Operator must notify the State Representative.

D.4 Interface with Golf Club House Lease

The Operator must develop a series of processes and systems that foster a cooperative working environment with the Golf Club House Lease, including by establishing and maintaining set of access and coordination protocols with respect to the Golf Club House Lease, that set out the reasonable operational procedures for access to the Golf Club House Lease and processes for coordinating Events and the Services with the activities of the Golf Club House Lease.

D.5 Governance and review

- (a) The Operator must establish and maintain a governance framework as described in this Section D.5, which is separate from its operational structure to, amongst other things, assist in the development of value for money outcomes to the State in respect of the provision of the Services.
- (b) The Operator must establish and maintain separate governance frameworks that:

- (i) provide oversight and review of the delivery of each of the Services, with a focus on supporting the Project Co in the performance of the DBFM Services and achievement of quality outcomes for all Stadium Users; and
 - (ii) provide regular expert and quality reviews in relation to the performance of each of the Services, the details of the reviews for any Operating Year to be detailed in the relevant section of the Operations Manual or the Management and Integration Services Plan (as the case may be).
- (c) The Operator must seek and, if provided, include the State's and Project Co's input for any of its governance or Services quality reviews.
- (d) In discharging its obligations under Section D.5(c), the Operator must consult and seek input from Project Co and State Associates who are connected to the provision of the Services that are being reviewed.

D.6 Continuous improvement and innovation

- (a) The Operator must use all reasonable opportunities to continually improve its provision of the Services, including achieving cost efficiencies and introducing new technology in the provision of the Services.
- (b) The Operator must seek to provide innovation in the delivery of the Services. This innovation must provide cost-savings to the Services through improvement or efficiency rather than decreased volume or service and must not compromise the intent of this Specific Service Specification.
- (c) In seeking to implement innovation in the performance of the Services, the Operator must consider:
- (i) the scope, standards and legislative requirements for each Service and the Services as a whole, including relevant Laws, Quality Standards and Authorisations, the Service Standards and the KPIs;
 - (ii) the impact of such requirements on the performance of the Services and any interfaces with the Services;
 - (iii) risk management issues;
 - (iv) any health and safety issues;
 - (v) Event Parties and stakeholder feedback, including complaints management;
 - (vi) environmental impacts;
 - (vii) the effect of technology;
 - (viii) the means of optimising resources and reducing whole of life costs;
 - (ix) the effect on Stadium Users;
 - (x) previous Performance Improvement Notices issued; and
 - (xi) the means of improving Service delivery, processes, reliability, monitoring and reporting.

D.7 Risk Management

- (a) The Operator must manage all of the reasonably foreseeable risks arising from or as part of the delivery of the Services.
- (b) The Operator must ensure that risk documentation, including a risk register, is updated Monthly to incorporate risk management of all relevant issues and the

current and future delivery approach to the Services and ensure changed circumstances or delivery processes are promptly included.

- (c) The Operator must document all policies and procedures in the Risk Management Plan and manage all of the Services to ensure risk mitigation strategies are carried out in accordance with that plan.
- (d) The Operator must develop and implement the Business Continuity Plan and the Disaster Recovery Plan, each of which must be immediately enacted upon an event which results in disruption to the regular processes for delivery of Services.

D.8 Financial Management

- (a) The Operator must establish and maintain a financial management software system to support the delivery of the Services that complies with the Accounting Standards, ensuring the system is of a standard and functionality used in the contemporary large stadium industry.
- (b) The Operator must manage, control and be accountable for all monies and the recording of all associated transactions related to the delivery of the Services, including:
 - (i) Total Revenue;
 - (ii) Operating Costs;
 - (iii) Pass Through Costs;
 - (iv) Project Co Costs; and
 - (v) Event and Function ticketing and interest monies.

D.9 Information Management

- (a) The Operator must:
 - (i) manage all information and documents relevant to the provision of the Services (including Records) in accordance with the *State Records Act 2000 (WA)* and this Section D.9. The Operator must ensure the security, integrity and accuracy of such information and documents;
 - (ii) unify, align and coordinate the form of documentation used throughout the Services to ensure a seamless provision of the Services and a single point of search, indexing and referencing is available, including the consistent use of common forms for similar services or functions, common filing and referencing and consistent use of keywords, searching and meta data (where appropriate);
 - (iii) ensure all information and documents relevant to the provision of the Services (including Records) are compatible with the State's document management system;
 - (iv) provide the State Representative with continuous (read, download and print) access to all Records to which the State is entitled under the Agreement to enable the measurement of the Operator's performance of the Services and to ensure the retention of Stadium and Sports Precinct operational corporate knowledge by the State;
 - (v) ensure the availability and continuous integrity of all data (including Venue Data), and ensure that all data is accurate, complete and correct within 24 hours of that data being collected, created or otherwise recorded;

- (vi) when requested by the State, provide information to the State in a timely manner for the purposes of internal and external public relations, media enquiries, freedom of information requests and other information requests, including requests from the State;
- (vii) prepare a draft response for the State to all urgent and routine ministerial briefs, parliamentary questions and media inquiries relating to the Stadium and Sports Precinct as requested by the State Representative; and
- (viii) protect all electronic data used or generated through its provision of the Services in accordance with Good Industry Practice, and store this data in a secure and safe location, including ensuring Records are backed-up daily.

D.10 Operator Systems

- (a) The Operator must work cooperatively with the State and Project Co to ensure that the Operator Systems are compatible and function seamlessly with the Stadium Systems, including in relation to updates and changes to the Operator Systems and the Stadium Systems, including by seeking the State's approval to any award of a contract with respect to an Operator System in accordance with Section B.16.2.
- (b) The Operator must ensure that the Operator Systems, and their interfaces with Stadium Systems are in maintained, updated and otherwise in accordance with the ICT Deployment and Integration Plan.

D.11 Personnel human resource management

- (a) The Operator must ensure that its human resource systems and policies for the management of Operator Associates:
 - (i) are compatible with the Operator Objectives and ensure that Operator Associates understand, value and adopt these objectives;
 - (ii) actively develop and support a healthy workplace culture that is free of harassment, bullying and unethical and criminal behaviour; and
 - (iii) provide a comprehensive human resource service that is consistent with Good Industry Practice.
- (b) The Operator must develop and implement policies and procedures for Operator Associates to effectively manage:
 - (i) alcohol and drug use at the Stadium and Sports Precinct, including Operator Associates suspected of being affected by alcohol and drugs while at work;
 - (ii) misconduct by Operator Associates, including inappropriate use of computer systems;
 - (iii) criminal conduct and alleged criminal conduct by Operator Associates;
 - (iv) harassment and bullying, including compliance with the *Equal Opportunity Act 1984 (WA)* and Safety Laws; and
 - (v) where appropriate, appointment pre-requisites or testing, including 100-point identification checks, driver's licence checks, criminal record screening programs and pre-employment screening as required under the *Working with Children (Criminal Record Checking) Act 2004 (WA)*.
- (c) The Operator must comply with the policies and procedures developed as described above and notify the State Representative within 1 Business Day of any

behaviours or checks described in Sections D.11(b)(i) to D.11(b)(v) (inclusive), and detail any behaviours or checks in the Weekly Performance Report.

- (d) The Operator must:
- (i) ensure that all Operator Associates are of good character, hold appropriate qualifications or have received appropriate training for their intended duties and provide evidence of such qualifications and training to the State Representative as reasonably requested;
 - (ii) ensure that Operator Associates are appropriately attired in uniforms (where appropriate) and observe appropriate standards of personal demeanour, presentation and customer service;
 - (iii) ensure that, if required, Operator Associates display identification of their name and employer's name at all times while on duty;
 - (iv) ensure that Operator Associates maintain a high standard of personal hygiene commensurate with their allocated tasks;
 - (v) ensure that all Operator Associates are trained in relation to the performance of the Services that they are required to perform, including complying with the Services Training and Induction Program, and that those Operator Associates are adequately instructed;
 - (vi) release Operator Associates as may be required from time to time to attend Project Co training;
 - (vii) provide suitably trained replacement staff so as not to compromise the level or quality of the Services delivered during any absences of staff for the purpose of attendance at Project Co training;
 - (viii) maintain documentary evidence of all licences and training records necessary to demonstrate the competencies of all persons used to deliver the Services; and
 - (ix) implement policies and procedures that promote positive interaction between Operator Associates and Stadium Users, where each is treated with respect by the other.

D.12 Customer service

- (a) In any element where Operator Associates interact with Patrons or other members of the general public, these personnel must:
- (i) be suitably trained and knowledgeable for the task at hand;
 - (ii) have an understanding of appropriate escalation procedures to resolve issues; and
 - (iii) be courteous, polite and well mannered.
- (b) The Operator must develop, implement and maintain a Customer Service Management Plan.

D.13 Training

- (a) The Operator must ensure all Operator Associates are trained and instructed with regard to the following:

- (i) all relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other requirements of Safety Laws;
 - (ii) the safety and security procedures, including fire and other emergency procedures; and
 - (iii) appropriate lines of communication and decision making between the Operator, the State and Project Co.
- (b) The Operator must ensure all Operator Associates are trained and instructed with regard to the following:
- (i) induction into the Stadium and Sports Precinct and their specific workspace;
 - (ii) the task that the individual has to perform;
 - (iii) the provisions of these Services Specifications relevant to the duties to be performed;
 - (iv) the standing instructions and relevant State policies for the Services;
 - (v) the need for Operator Associates to show courtesy and consideration at all times;
 - (vi) improving energy and resource efficiency within the Stadium and Sports Precinct in line with mandatory standards, policies and requirements;
 - (vii) layout of the Stadium and Sports Precinct;
 - (viii) the Operations Manual; and
 - (ix) the Management and Integration Services Plan.
- (c) The Operator must ensure that all Operator Associates, Project Co Associates and State Associates who are users of specific software or systems are trained and instructed to use such software or systems.

D.14 Environmental Management

- (a) The Operator must perform the Services in accordance with and implement the Operational Environmental Management Plan.
- (b) The Operator must be responsive to any future innovation which has the potential to reduce the environmental impact of the delivery of the services and which can reasonably be incorporated into the delivery of the service.

D.15 Noise Management

- (a) The Operator must develop and obtain approval of the Noise Management Plan including:
 - (i) the preparation and approvals of, and ongoing updates to, the Noise Management Plan in cooperation with the State, relevant State Associates, Project Co, and relevant Government Agencies (as appropriate and necessary), taking into account any design documentation provided to the Operator, the Quality Standards and any applicable Laws; and
 - (ii) preparing and updating specific elements of the Noise Management Plan relating to the Services as required by the State.
- (b) During the Operating Phase, the Operator must:

- (i) notwithstanding the requirements of the Noise Management Plan, as a minimum, undertake initial and annual background monitoring and Event monitoring of noise sensitive receivers; and
- (ii) comply with, and ensure all Operator Associates, comply with, the Noise Management Plan and any other reasonable request of a Government Agency in relation to noise management. The Operator must take all reasonably practicable steps to ensure all Key Users and Hirers comply with, the Noise Management Plan and any other reasonable request of a Government Agency in relation to noise management.

D.16 Building Information Modelling Management

- (a) The Operator must ensure that relevant Operator Associates participate in training programmes, including those provided by the State or Project Co, to fully familiarise itself with the Building Information Modelling and the relevant software, system, processes and policies to enable the Operator to become a proficient user of the Building Information Modelling, including obtaining the ability to view, manage and input and update data, including Operator Asset Information.
- (b) During the Operating Phase, the Operator must:
 - (i) develop the Operator Asset Information and associated processes;
 - (ii) input the Operator Asset Information into the Building Information Modelling;
 - (iii) maintain the Operator Asset Information in the Building Information Modelling so that it is current at all times;
 - (iv) update the Operator Asset Information to reflect all works undertaken in relation to:
 - (A) the General Maintenance Services; and
 - (B) the installation of any Operator FF&E or changes undertaken by Project Co or the State; and
 - (v) ensure that the Operator Asset Information is available at all times for reuse, including reuse by Project Co and the State.

PART E: PERFORMANCE MONITORING PROGRAM

E.1 Performance Monitoring and Reporting**E.1.1 Performance assessment and monitoring against Services Specifications**

- (a) The Operator must undertake comprehensive and complete self-monitoring and assessment of its performance and delivery of the Services (including Services delivered by Operator Associates) and otherwise in accordance with the Performance Monitoring Plan described in Section E.1.2.
- (b) The self-monitoring and assessment undertaken by the Operator in accordance with Section E.1.1(a) must include inspections and audits conducted in compliance with Clause 18.2 of this Agreement.
- (c) The Operator must provide the State Representative with continuous read and print access to all information, reports and data used by the Operator in measuring its performance under the Performance Monitoring Plan, by means of a web-portal or similar.

E.1.2 Performance Monitoring Plan

The Operator must provide to the State, at the commencement of each Operating Year, a Performance Monitoring Plan in accordance with the requirements of Section F.8.

E.1.3 Performance Reporting

The Operator must provide comprehensive and complete reporting on its self-monitoring and assessment in accordance with this Part E, including:

- (a) the preparation and submission of the Weekly Performance Report in accordance with the requirements of Section F.1.1 and Section F.1.2;
- (b) the preparation and submission of the Monthly Performance Report in accordance with the requirements of Section F.1.2 and Section F.1.4;
- (c) the preparation and submission of the Annual Report in accordance with the requirements of Section F.1.3 and Section F.1.5; and
- (d) the provision and maintenance of the performance reporting system described in Section E.1.4.

E.1.4 Performance reporting system

The Operator must provide and maintain a single, electronic, fully verifiable system that is able to accurately measure and demonstrate the Operator's performance of all of the Services. This system must:

- (a) be fully visible to and accessible by the State in read-only format at all times;
- (b) meet the requirements of Section E.1.1;
- (c) capture all information required by the Operator to prepare and submit the Weekly Performance Report, Monthly Performance Report and Annual Report in accordance with the relevant requirements of Part F of these Services Specifications;
- (d) ensure all inputs are gathered at the point of initiation and delivery; and
- (e) ensure all Records relied on to demonstrate delivery or performance (including the history of and reason for all edits or changes to monitoring status) are fully reconcilable and auditable.

E.1.5 Errors in Performance Reporting

- (a) If the State identifies or becomes aware of any error or omission in the:
- (i) Weekly Performance Report for any week;
 - (ii) Monthly Performance Report for any Month; or
 - (iii) Annual Report for any Operating Year,
- except in the circumstances referred to in Section E.1.5(c) below, the State must notify the Operator of the error or omission within 2 Months of the relevant Weekly Performance Report, Monthly Performance Report or Annual Performance Report being received by the State.
- (b) If the Operator identifies or becomes aware of any error or omission in the:
- (i) Weekly Performance Report for any week;
 - (ii) Monthly Performance Report for any Month; or
 - (iii) Annual Report for any Operating Year,
- then it must immediately notify the State Representative of that error or omission.
- (c) Once the Operator has received notice under Section E.1.5(a) or provided notice under Section E.1.5(b), the Operator and the State Representative must consult for the purpose of agreeing an amendment rectifying the error in the Weekly Performance Report, Monthly Performance Report or Annual Report (as applicable) to be implemented, including carrying out any consequential adjustment to the calculation of the Quarterly Services Payment, if applicable. In the event the parties cannot agree an amendment within 20 Business Days of the Operator receiving notice under Section E.1.5(a), the matter is to be referred to the Independent Expert for determination in accordance with Clause 34.3 of this Agreement.
- (d) If the Operator fails to monitor or accurately report a KPI, Failure or Performance Failure Abatement in a Monthly Performance Report then, without prejudice to the Performance Failure Abatement (if any), the failure to monitor or report the KPI, Failure or Performance Failure Abatement may be subject to a further Performance Improvement Notice in accordance with Schedule 9 (Payment Schedule) of this Agreement.

PART F: PLANS

F.1 Overview**F.1.1 Weekly Performance Report**

- (a) The Operator must prepare a Weekly Performance Report each week, in accordance with Section F.2, during the Operating Phase.
- (b) The Operator must prepare and submit a complete and accurate Weekly Performance Report for the previous week to the State by 5:00pm each Monday (or the next Business Day in the case of a Public Holiday).
- (c) The Operator must prepare and submit to the State:
 - (i) a draft template of the Weekly Performance Report for review in accordance with Schedule 2 (Review Procedures) of this Agreement no later than 6 Months prior to the date upon which it reasonably expects to be the Operational Commencement Date;
 - (ii) a final template of the Weekly Performance Report for review in accordance with Schedule 2 (Review Procedures) of this Agreement no later than 2 Months prior to the date upon which it reasonably expects to be the Operational Commencement Date; and
 - (iii) an updated template of the Weekly Performance Report for review as reasonably requested by the State Representative during the Operating Phase.

F.1.2 Monthly Documents

The Operator must prepare and submit the following complete and accurate documents in relation to the Operating Phase:

- (a) no later than 7 Business Days after the end of each Month during the Operating Phase, a Monthly Services Plan in respect of the current Month in accordance with Section F.3.2;
- (b) no later than 7 Business Days after the end of each Month during the Operating Phase, a Monthly Performance Report in respect of the previous Month in accordance with Section F.3.1; and
- (c) the Operator must prepare and submit to the State:
 - (i) a draft template of the Monthly Performance Report for review in accordance with Schedule 2 (Review Procedures) of this Agreement no later than 6 Months prior to the date upon which it reasonably expects to be Operational Commencement Date;
 - (ii) a final template of the Monthly Performance Report for review in accordance with Schedule 2 (Review Procedures) of this Agreement no later than 2 Months prior to the date upon which it reasonably expects to be the Operational Commencement Date; and
 - (iii) an updated template of the Monthly Performance Report as reasonably requested by the State Representative during the Operating Phase or as otherwise required by these Services Specifications.

F.1.3 Annual Documents

- (a) The Operator must prepare, submit and update (as applicable) the following complete and accurate plans in relation to the Operating Phase:
- (i) the Annual Reports in accordance with Section F.4;
 - (ii) the Operator Business Plan in accordance with Section F.5;
 - (iii) the Operations Manual in accordance with Section F.6;
 - (iv) the Management and Integration Services Plan in accordance with Section F.7;
 - (v) the Performance Monitoring Plan in accordance with Section F.8; and
 - (vi) the Handover Package in accordance with Section F.9,
- (together the **Annual Operating Documents**).
- (b) Other than with respect to the Operator Business Plan and the Annual Report, the Operator must prepare and submit to the State:
- (i) first drafts of the Annual Operating Documents for review in accordance with Schedule 2 (Review Procedures) of this Agreement no later than 12 Months prior to the date upon which it reasonably expects to be the Operational Commencement Date;
 - (ii) final drafts of the Annual Operating Documents for review in accordance with Schedule 2 (Review Procedures) of this Agreement no later than 6 Months prior to the date upon which it reasonably expects to be the Operational Commencement Date;
 - (iii) final versions of the Annual Operating Documents for review in accordance with Schedule 2 (Review Procedures) of this Agreement no later than 2 Months prior to the date upon which it reasonably expects to be the Operational Commencement Date; and
 - (iv) during the Operating Phase, updated versions of the Annual Operating Documents for review in accordance with Schedule 2 (Review Procedures) of this Agreement during the Operating Phase, no later than 3 Months prior to the end of each Operating Year, unless:
 - (A) the Operator gives notice in writing to the State Representative, no later than 4 Months prior to the end of the relevant Operating Year that, in the Operator's reasonable opinion, the Annual Operating Documents are up to date; and
 - (B) the State Representative gives notice in writing to the Operator, no later than 3 Months prior to the end of the relevant Operating Year that, it agrees with the Operator's opinion under Section F.1.3(b)(iv)(A); and
- (c) as otherwise required by these Services Specifications or reasonably requested by the State Representative.

F.1.4 Format

- (a) The Operator must submit the Plans in the following format:
- (i) 2 hard copies;
 - (ii) 1 electronic version in .pdf format; and

- (iii) 1 electronic version in original format (in accordance with Section F.1.4(b)).
- (b) Each electronic version in original format of a Plan must be an electronic version of that document in the format of the software in which the document was originally created, that has been configured to allow the person to whom the electronic version is provided to access and amend the information contained therein in the same manner as could the original creator(s) of that document.

F.1.5 General

- (a) The Plans submitted in accordance with these Services Specifications must be:
 - (i) where relevant, consistent with the bid components of the Plans set out in Attachment 1 (Operator's Plans) of this Agreement; and
 - (ii) prepared and submitted in accordance with Good Industry Practice.
- (b) The Operator must comply with and provide all Services in accordance with the then current version of each Plan.
- (c) All Plans must be contained in an electronic database available to the State Representative at all times.

F.2 Weekly Performance Report

- (a) The Weekly Performance Report must provide a summary of the following events for the relevant week:
 - (i) details of Events, Functions and Permitted Training;
 - (ii) details of activities within the Sports Precinct;
 - (iii) details of any safety or security incidents and actions taken;
 - (iv) details of any damage caused to the Stadium or Sports Precinct or any area offsite in relation to the Services;
 - (v) details of any behaviours and checks in accordance with Section D.11(c);
 - (vi) details of any Failures, Performance Failure Abatements and outstanding or unremedied Performance Improvement Notices; and
 - (vii) attendance and utilisation figures for the Stadium and Sports Precinct.
- (b) A Weekly Performance Report must be submitted irrespective of whether any of the events described in Section F.2(a) have occurred.

F.3 Monthly Documents

F.3.1 Monthly Performance Report

The Monthly Performance Report must include the following information, or such other information as agreed with the State Representative, in respect of the relevant Month:

- (a) **(Financial performance)**: details of the financial performance of the Operator in delivering the Services in accordance with Clauses 15.4(c) and 15.4(i) of this Agreement;
- (b) **(Quarterly Service Payments)**: to the extent that a Monthly Performance Report is in respect of the Month at the end of a Quarter, sufficient information to enable the State Representative to assess the performance of the Services and to calculate the Quarterly Service Payment for each Quarter, including the following information:

- (i) the Budget;
 - (ii) Total Revenue;
 - (iii) Operating Costs;
 - (iv) any Pass Through Costs;
 - (v) Project Co Costs;
 - (vi) the Gross Operating Profit; and
 - (vii) all Performance Failure Abatements,
- for that Quarter;
- (c) **(Business outlook)**: commentary on the business outlook or prospective financial results of the Operator if required in accordance with Clause 15.3(d) of this Agreement;
 - (d) **(New opportunities)**: details of new business opportunities consented to by the State in accordance with Clause 15.3(h) of this Agreement;
 - (e) **(Performance)**: details of all Failures, Performance Improvement Notices (whether remedied or not) and Performance Failure Abatements applicable to that Month;
 - (f) **(Complaints)**: the number and nature of complaints or Service related issues received by the Operator and actions taken;
 - (g) **(KPIs)**: performance against each KPI, including commentary of the Operator's reasonable forecast of the annual performance against each KPI;
 - (h) **(Events)**: for each Event, details of:
 - (i) all financial information, including in respect of ticketing sales, Event Costs, catering revenues, expenses and net margin, retail revenues, expenses and net margin and any special activities;
 - (ii) details of any safety or security incidents and actions taken;
 - (iii) details of any damage caused to the Stadium or Sports Precinct or any area offsite in relation to the Services and any costs recouped from Stadium Users; and
 - (iv) attendance and utilisation figures, broken down by seating and attendee category;
 - (i) **(communications)**: details of all communications and marketing activities undertaken by the Operator, Operator Associates or Venue Partners, including:
 - (i) media reports (print, online and radio);
 - (ii) a summary of social media activities, highlighting any material issues or concerns or benefits;
 - (iii) any awards achieved or awards in which in which those parties are nominated;
 - (iv) details of any advertising activities and issues; and
 - (v) a summary of any customer or Stadium User feedback, including details of any responses or rectification;

- (j) **(precinct activation)**: details of any initiatives undertaken with respect to the Precinct Activation Service, including performance against targeted outcomes;
- (k) **(Event procurement)**: details of any potential Events that the Operator is targeting as part of the Event Procurement Services, including any liaison with Project Stakeholders;
- (l) **(Project Co payments)**: details of any DBFM Services provided by Project Co in relation to Events, Functions and Permitted Training, including any:
 - (i) Activities;
 - (ii) a rolling count of the Activities against each Activity Adjustment Threshold;
 - (iii) services performed in accordance with the mechanism described in section 16 of Part D of the DBFM Services Specifications; and
 - (iv) Completed Services,
 and any payments in relation to those services in accordance with any invoice issued by Project Co to the State and Operator;
- (m) **(free services)**: details of any free services provided in accordance with Clause 4.3(a)(iv) of this Agreement;
- (n) **(transport)**: a summary of how Patrons are accessing the Stadium and Sports Precinct for Events, including modal splits (where available) for public transport, private, or any other form;
- (o) **(AV and signage)**: a summary of materials displayed at the Stadium and Sports Precinct, including on Displays, Temporary Signage and Operator Signage;
- (p) **(technology)**: a summary of wireless network log-on details, such as numbers of new users, repeat access and total access numbers, as well as usage and access trends;
- (q) **(personal media application)**: details of download and use trends of the personal media application;
- (r) **(procurement)**: details of procurement activities, including details of any new, extended or expired contracts;
- (s) **(environmental compliance)**: details of any non-compliance with the Operational Environmental Management Plan and actions taken;
- (t) **(Modifications)**: any Modifications or proposed Modifications;
- (u) **(Interface)**: details of any material interface issues and Co-ordination Issues between the Services and the DBFM Services, or between Project Co and the Operator;
- (v) **(stakeholders)**: details of any issues, or potential issues, with Project Stakeholders;
- (w) **(quality assurance)**: details of any quality assurance issues;
- (x) **(public relations)**: details of any public relations issues, including complaints or concerns raised by the public or Project Stakeholders;
- (y) **(planning)**: a report on the planning for the delivery of the Services during the following Month, including potential issues in respect of performance of the Services;

- (z) (**safety**): a safety report detailing any safety, security or occupational safety and health issues and incidents and any safety initiatives;
- (aa) (**Contract Management Team**): the minutes of the monthly meeting of the Contract Management Team;
- (bb) (**Plans**): if any element of any Plan changes during an Operating Year, all relevant sections of the affected Plan;
- (cc) (**Utilities**):
 - (i) a summary of Utilities usage patterns within the Stadium and Sports Precinct by sector and activity, detailing usage per individual metered area compared to those Reports included in the Monthly Performance Reports for the previous Operating Year;
 - (ii) cost information, including energy costs benchmarked (subject to relevant supporting information being provided by the State or Project Co, as applicable);
 - (iii) actual Utilities and metered systems consumption against the energy targets specified in the Utility Services Conservation Plan and the Design Requirements; and
 - (iv) details of any non-compliance with any relevant Utility policies, including the Utility Services Conservation Plan;
- (dd) (**Performance Monitoring Program**): details of the performance monitoring conducted during the previous Month (which summary must be in accordance with the Performance Monitoring Plan), including:
 - (i) a summary of the monitoring which has been conducted during the previous Month in accordance with the Performance Monitoring Plan;
 - (ii) details regarding any KPIs or Service Standards that have not been achieved, including how the Operator intends to address the shortfall in performance or delivery; and
 - (iii) any data, relevant to the Performance Monitoring Plan, as requested by the State Representative;
- (ee) (**risk register**): the risk register developed in accordance with Section D.7(b)
- (ff) (**human resources**):
 - (i) details of any changes to personnel and staffing structure of the Operator and Operator Associates located on Site and the reasons for those changes; and
 - (ii) staffing rosters for the Operator and Operator Associates located on Site for the next Month, including details of any leave; and
- (gg) (**other information**): any other information required to be provided in accordance with this Agreement.

F.3.2 Monthly Services Plan

Each new Monthly Services Plan must:

- (a) be consistent with the agreed plan for Scheduled Services provided for in the Operational Interface Agreement;

- (b) set out a rolling 12 Month forecast for all Events, Functions and Permitted Training booked or tentatively booked;
- (c) provide details of each Event, Function and Permitted Training to occur over the upcoming Month;
- (d) provide details of any communications and marketing activities to be undertaken by the Operator, Operator Associates or Venue Partners and Precinct Partners over the next Month;
- (e) provide details of any retail catering menu or pricing changes (in accordance with the Catering Management Plan);
- (f) provide details of any General Maintenance Services to be undertaken for the next 2 Months;
- (g) set out the Operator's approach to resolution of any outstanding issues identified in the Monthly Performance Report;
- (h) describe any updates or changes to the Stadium Systems in accordance with the ICT Deployment and Integration Plan;
- (i) provide a summary of any upcoming material procurement activities for the next 2 Months; and
- (j) include any other information reasonably requested by the State Representative.

F.4 Annual Report

- (a) The Operator must prepare and submit to the State:
 - (i) a draft of the Annual Report for the preceding Financial Year for review in accordance with Schedule 2 (Review Procedures) of this Agreement by no later than 31 August of the following Financial Year; and
 - (ii) a final updated version of the Annual Report submitted by the Operator under Section F.4(a)(i) for review in accordance with Schedule 2 (Review Procedures) of this Agreement by no later than 30 September of the following Financial Year.
- (b) In each Annual Report, the Operator must include the following information, or such other information as agreed with the State Representative, in respect of the preceding Financial Year:
 - (i) **(Payment):** sufficient information to enable the State Representative to assess the performance of the Services and to calculate the Annual Base Management Fee and the Incentive Fee for that Financial Year, including the following information:
 - (A) the Budget;
 - (B) Total Revenue;
 - (C) Operating Costs;
 - (D) any Pass Through Costs;
 - (E) the Gross Operating Profit (or Operating Loss);
 - (F) all Performance Failure Abatements;
 - (G) Project Co Costs;

- (H) the Annual State's Costs;
 - (I) the application of the Indexation Adjustment; and
 - (J) the Distribution Shortfall (if any),
- for that Financial Year;
- (ii) **(performance)**: a summary of all Failures, Performance Improvement Notices (whether remedied or not) and Performance Failure Abatements;
 - (iii) **(KPIs)**: a commentary on the Operator's performance against each KPI;
 - (iv) **(Events)**: a summary of Events, including details of:
 - (A) summed up financial information, in total and by Event category, including in respect of ticketing sales, Event costs, catering revenues, expenses and net margin, retail revenues, expenses and net margin and any special activities;
 - (B) a summary of material safety or security incidents and actions that were taken;
 - (C) a summary of any damage caused to the Stadium or Sports Precinct or any area offsite in relation to the Service and any costs recouped from Stadium Users; and
 - (D) summed up attendance and utilisation figures, in total and by Event category, broken down by seating and attendee category;
 - (v) **(communications)**: a summary of all significant communications activities;
 - (vi) **(precinct activation)**: a summary of initiatives undertaken with respect to the Precinct Activation Service, including performance against targeted outcomes;
 - (vii) **(Event procurement)**: a summary of the Event procurement activities undertaken;
 - (viii) **(transport)**: summed up figures in respect of how Patrons are accessing the Stadium and Sports Precinct for Events, including modal splits for public transport, private, or any other form;
 - (ix) **(technology)**: summed up details, in total and by activity category, of wireless network log-on details, such as numbers of new users, repeat access and total access numbers, as well as usage and access trends;
 - (x) **(personal media application)**: summed up details of download and use trends of the personal media application;
 - (xi) **(procurement)**: a summary of procurement activities, including:
 - (A) any new contracts, extensions to contracts or expired contracts; and
 - (B) a report detailing, for each contract awarded, the overall local content outcomes, including the value of goods and services expected to be sourced:
 - (1) within Western Australia;
 - (2) nationally (excluding Western Australia); and
 - (3) from overseas,

and where goods and services are sourced from overseas, the rationale for doing so;

- (xii) **(environmental compliance)**: a summary of activities and compliance against the Operational Environmental Management Plan;
- (xiii) **(public relations)**: a summary of public relations issues, including complaints or concerns raised by the public;
- (xiv) **(safety)**: a safety report summarising any safety or occupational safety and health issues and incidents and any safety initiatives and a copy of the Incident Register;
- (xv) **(Utilities)**: Utilities usage and trends, including any material non-compliances with any relevant Utility policies, including the Utility Services Conservation Plan; and
- (xvi) **(other information)**: any other information required to be provided in accordance with this Agreement.

F.5 Operator Business Plan

The Operator Business Plan must be prepared and updated in accordance with Clause 15 of this Agreement.

F.6 Operations Manual

F.6.1 Overview

The Operations Manual must describe the policies and procedures, in respect of the delivery of each of the Services and, must include:

- (a) the Communications and Marketing Plan;
- (b) the Precinct Activation Plan;
- (c) the Commercial Partner Management Plan;
- (d) the Event Procurement Plan;
- (e) the Scheduling Plan;
- (f) the Ticketing Management Plan;
- (g) the Event Management Plan;
- (h) the pro forma Event Specific Management Plan;
- (i) the Technical Specifications Manual;
- (j) the Safety Management Plan;
- (k) the Parking and Traffic Management Plan;
- (l) the Content Management Plan;
- (m) the Signage Management Plan;
- (n) the Technology Management Plan;
- (o) the Catering Management Plan;
- (p) the Retail Management Plan;

- (q) the Tourism Promotion Plan;
- (r) the Procurement Management Plan;
- (s) the Operator Facility Services Management Plan;
- (t) the Maintenance Plan;
- (u) the Asset Cleaning Plan;
- (v) the Waste Management Plan;
- (w) the Key Management Plan;
- (x) all other information required to be provided as part of the Operations Manual in accordance with these Services Specifications, or as reasonably requested in writing by the State Representative from time to time;
- (y) procedures for avoiding disruption to the State, Project Co and DBFM Services during the performance of the Services; and
- (z) procedures for the use, storage and disposal of Services Equipment.

F.6.2 Communications and Marketing Plan

- (a) The Communications and Marketing Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.1.2, including:
 - (i) the Operator's overall approach to delivering Communications and Marketing Services;
 - (ii) the style guide to be used with the Project Identity;
 - (iii) how the Operator will establish and maintain positive relationships with:
 - (A) media outlets;
 - (B) Project Stakeholders; and
 - (C) State Associates, State Entities and other governmental stakeholders;
 - (iv) external communications protocols and levels of delegated authority for communications with the media;
 - (v) the various tools and types of media the Operator will use in communicating with the public, such as:
 - (A) internet web page/s;
 - (B) personal media applications;
 - (C) social media;
 - (D) advertising; and
 - (E) signage.
 - (vi) the proactive communication to be undertaken by the Operator:
 - (A) to Stadium Users on all relevant operational aspects of the Stadium and Sports Precinct regarding safe and efficient arrival to and

- departure from the Stadium and Sports Precinct (on both Event Days and Non-Event Days);
- (B) to Patrons using public transport when attending Events; and
 - (C) to the media;
- (vii) a schedule of planned proactive media and public announcements regarding the Stadium, Sports Precinct and the Services;
 - (viii) how the public and Event Parties can lodge enquiries and complaints with respect to the Stadium, Sports Precinct and the Services and the systems and procedures the Operator will use for the timely response to such enquiries and complaints;
 - (ix) the timeframes for responding to enquiries and complaints, having regard to the level of seriousness or criticality of the enquiry or complaint;
 - (x) how the Operator will capture ongoing research data regarding Event Party experience;
 - (xi) how the Operator will source and respond to meaningful Event Party feedback;
 - (xii) the planned marketing activities the Operator will undertake;
 - (xiii) the communications sub-plan in respect of the Precinct Partner Areas in accordance with Section B.1.3(h); and
 - (xiv) how the Operator will manage the communications and marketing activities of the Downstream Contractors.
- (b) The Operator must develop and implement (as part of the Communications and Marketing Plan) a Public Transport Facilitation Plan sub-plan which includes details regarding how the Operator will meet the key objectives set out in Section B.1.2, including:
- (i) the Operator's approach to maximise the use of public transport to and from Events by Patrons;
 - (ii) details of the public communications and advertising to be undertaken regarding the limitations on car parking availability within, and access to, the Stadium and Sports Precinct; and
 - (iii) details of the mechanisms to liaise with the PTA to ensure sufficient train and bus services are scheduled at appropriate times to accommodate the crowd volume and minimise queuing and delays.

F.6.3 Precinct Activation Plan

The Precinct Activation Plan must be prepared and maintained in accordance with Section F.1.3 and must detail how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.2.2, including:

- (a) the Operator's overall approach to delivering Precinct Activation Services;
- (b) the planned activities and Events within the Sports Precinct for the next Operating Year;
- (c) the proposed operation of the Restaurants and Golf Club House Lease;
- (d) how it will work with the lessee in its redevelopment of the Burswood Park Golf Club House to achieve the key objectives;

- (e) the approach to managing and marketing the children's playscapes and playgrounds in the Sports Precinct;
- (f) the Operator's strategies to respond to first aid incidents within the Sports Precinct; and
- (g) the roles and responsibilities and other resources in undertaking the delivery of Precinct Activation Services.

F.6.4 Commercial Partner Management Plan

The Commercial Partner Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.3.2, including:

- (a) the Operator's overall approach towards the delivery of Commercial Partner Management Services;
- (b) a schedule containing the various Stadium and Sports Precinct assets which are permitted to be subject to commercial partnering, branding and naming (**Commercial Partnering Assets**), including the approach to digital assets;
- (c) the proposed structure of the Commercial Partner program;
- (d) details of the partner categorisation approach, including definitions of categories;
- (e) details of any exempt categories;
- (f) how the number and mix of Venue Partners will be optimised;
- (g) for each Venue Partner:
 - (i) the rights granted to that Venue Partner;
 - (ii) the Commercial Partnering Assets it has been granted rights in respect of (if any);
 - (iii) the term of the arrangement; and
 - (iv) how the Operator intends to manage and service that Venue Partner;
- (h) for each Key User and Hirer that has distributed Commercial Rights to an Event Partner:
 - (i) the identity of the Event Partners;
 - (ii) the rights granted to each Event Partner;
 - (iii) the Commercial Partnering Assets it has been granted rights in respect of (if any);
 - (iv) the term of each arrangement with an Event Partner; and
 - (v) how the Key User or Hirer (as relevant) intends to manage each Event Partner to pass through the requirements of these Services Specifications; and
- (i) how the Operator will work with the Key Users and Hirers to manage conflicts between Venue Partners, Event Partners and Precinct Partners.

F.6.5 Event Procurement Plan

The Event Procurement Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.4.2, including:

- (a) the Operator's overall approach to delivering Event Procurement Services;
- (b) **(planning)**:
 - (i) details regarding how the Operator will liaise and work with the State and State Entities, including Tourism WA and the Department of Sport and Recreation, in delivering Event Procurement Services, including the respective roles and responsibilities of each party at each stage of the Event procurement and delivery process;
 - (ii) the Operator's approach to:
 - (A) meet the key objectives in Section B.4.2;
 - (B) attract, engage and contract with:
 - (1) Hirers to stage Events; and
 - (2) Key Users to stage Supplementary User Events;at the Stadium or Sports Precinct (or both);
 - (iii) incentivisation strategies to secure Events;
 - (iv) the methodology and approach to determining the viability and appropriateness of a Promoted Event; and
 - (v) how the Operator will seek to obtain relevant State approvals for Promoted Events;
- (c) **(contracting)**: the Operator's approach to negotiating the Hirer Agreements and ensuring it complies with Clause 19.3 of this Agreement;
- (d) **(forecast)**:
 - (i) a rolling 4 year forecast for all events that the Operator is targeting or planning to seek to procure for the Stadium or Sports Precinct (or both); and
 - (ii) for each Event identified in Section F.6.5(d)(i), the specific details regarding:
 - (A) how the Operator will liaise and work with the State and State Entities, including Tourism WA and the Department of Sport and Recreation, including the respective roles and responsibilities of those parties at each stage of the Event procurement and delivery process;
 - (B) incentivisation strategies to secure that Event;
 - (C) if a Promoted Event:
 - (1) the methodology and approach to determining the viability and appropriateness; and
 - (2) the processes and milestones to obtain the relevant State approvals,for that Promoted Event;

- (D) the reasonably anticipated cost to procure versus net income for that Event; and
- (e) **(other information)**: all other information reasonably requested in writing by the State from time to time.

F.6.6 Scheduling Plan

The Scheduling Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.5.2, including:

- (a) the Operator's overall approach to delivering Scheduling Services;
- (b) details of the Booking Schedule;
- (c) policies and procedures for inputting, modifying and viewing data on the Bookings Schedule; and
- (d) the Priority of Use Protocol in accordance with Section B.5.3(c).

F.6.7 Ticketing Management Plan

The Ticketing Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.6.2, including:

- (a) the Operator's overall approach to delivering Ticketing Services;
- (b) how the Operator, Operator Associates, Key Users and Hirers will respond to any ticketing related enquiries and issues, including timeframes;
- (c) how the Operator will maintain the safety, security and privacy of Venue Data, including to what extent it intends to share this data with Key Users and Hirers in accordance with Clause 39.10 of this Agreement;
- (d) the Operator's approach to working with Key Users to transition club members from current venues to the Stadium, and on an ongoing basis thereafter;
- (e) policies and procedures in relation to:
 - (i) ticketing purchasing; and
 - (ii) return and resale;
- (f) seating classifications for each Event type;
- (g) the ongoing testing of the ticketing systems;
- (h) contingency planning for a failure of Ticketing Services or any systems therein; and
- (i) to the extent known, on-sale dates for each ticketed Event for the next 12 months.

F.6.8 Event Management Plan

- (a) The Event Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.7.2, including:
 - (i) the Operator's overall approach to delivering Event Management Services;

- (ii) details of how the Operator will co-ordinate and direct pre-Event planning activities in consultation with Operator Associates, Project Co, Hirers and Key Users;
 - (iii) details of how the Operator will co-ordinate and direct post-Event debriefing activities in consultation with Operator Associates, Project Co, Hirers and Key Users;
 - (iv) the Green Guide Compliance Matrix;
 - (v) the template for the each Event Specific Management Plan; and
 - (vi) the Golf Club House Lease access and coordination protocols referred to in Section D.4.
- (b) The Event Management Plan must directly interface with the Safety Management Plan.

F.6.9 Event Specific Management Plan

Each Event Specific Management Plan must be prepared and maintained in accordance with Section B.7.3 and must, as a minimum, contain:

- (a) an assessment of all key risks (including health and safety, security, business continuity and statutory compliance) and descriptions of how risks will be managed and mitigated;
- (b) an assessment of all dangerous or inherently dangerous activities, acts or stunts in respect of that Event, including those to be undertaken by Performers (excluding Performers in respect of Sporting Events), and descriptions of how risks in respect of these activities, acts or stunts will be managed and mitigated;
- (c) the involvement emergency services personnel in the planning and delivery of the Event;
- (d) the roles and responsibilities for safety in the delivery of the Event;
- (e) “field of play” documentation and drawings showing pre-Event, during Event and post Event:
 - (i) how the Stadium and Sports Precinct will be used and laid out during the Event; and
 - (ii) proposed Functional Areas within the Stadium and Sports Precinct to be used and the nature of that use;
- (f) processes for the safe and secure access and egress of the relevant Stadium Users;
- (g) the configuration of seating, including the installation of temporary seating or general admission areas;
- (h) the configuration of rooms and requirement for the movement of operable walls;
- (i) the requirement for Utilities connections and load testing arrangements;
- (j) Event ticketing arrangements, the process for ticket issuing and collection and the arrangements for the issuing of “pass-outs”;
- (k) traffic management and parking requirements and arrangement for the management of such;

- (l) the requirements for rigging and staging and safe anchor points and arrangements for the provision of such and the testing arrangements;
- (m) the requirements for temporary facilities and arrangements for the safe installation of such facilities;
- (n) the requirements for the configuration of LED signage, external signage, Event specific themed lighting or any other arrangement for the tailored presentation of the Stadium and Sports Precinct for the Event;
- (o) arrangements for the pre-Event and post-Event inspections, including where applicable, procuring the involvement of Project Co, Hirers and Key Users;
- (p) requirements for the attendance of Project Co Associates during any of the Event phases;
- (q) confirmation of compliance with the Technical Specifications Manual;
- (r) arrangements for the protection of the Playing Surface;
- (s) the arrangements for Catering Services, both public retail and hospitality functions;
- (t) requirement and arrangements for the provision of portable audio-visual equipment;
- (u) the arrangements for customer services including ticketing, directional and hospitality staff;
- (v) identify the requirements for the implementation of advertising, sponsorship, LED lighting and any other Stadium and Sports Precinct presentation requirements;
- (w) identified specific training needs or event specific knowledge required to be held by the Operator Associates for the Event;
- (x) requirements for interaction and assistance of media organisations;
- (y) reactive cleaning during Events and post-Events; and
- (z) requirements for the provision of technical resources and trade staff to be provided by Project Co.

F.6.10 Technical Specifications Manual

- (a) The Technical Specifications Manual must be prepared and maintained in accordance with Section B.4.3(c)(ii) and must, as a minimum, set out all applicable technical limitations of the Stadium and Sports Precinct relevant to the staging of an Event of Function including:
 - (i) access limitations;
 - (ii) loading dock capability;
 - (iii) utilities load limits;
 - (iv) vehicle access routes and load limits;
 - (v) staging and rigging load limits;
 - (vi) the turf protection policy in accordance with Section B.7.3(c), including details in relation to playing surface treatment and restrictions;
 - (vii) environmental obligations to ensure compliance with statutory requirements, including:

- (A) noise limitations; and
 - (B) lighting limitations; and
- (viii) prohibited activities.
- (b) The Technical Specifications Manual must be consistent with all other applicable Plans including the Noise Management Plan, Event Management Plan and the Emergency Management Plan.

F.6.11 Safety Management Plan

- (a) The Safety Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.8.2, including:
 - (i) the Operator's overall approach to delivering Safety Management Procurement Services;
 - (ii) the spectator safety policy statement;
 - (iii) the safety management structure;
 - (iv) the Green Guide Compliance Matrix;
 - (v) the following sub-plans:
 - (A) stewarding plan;
 - (B) medical plan;
 - (C) fire safety plan;
 - (D) severe weather policy; and
 - (E) contingency plans;
 - (vi) details on the nature and frequency of validation exercises with respect to contingency plans;
 - (vii) policies and conditions regarding the entry to the Stadium for Patrons with respect to Events and Functions;
 - (viii) details of how the Operator will work cooperatively with Project Co in relation to the delivery of the Asset Security Services;
 - (ix) details of the Operator's policies and procedures for inducting staff, visitors, contractors and other personnel to the Stadium and Sports Precinct;
 - (x) details of the various management interfaces and role demarcation points at key locations with respect to crowd control and security during and in relation to Events;
 - (xi) the template of the Incident Register and the policies by which it is established and maintained; and
 - (xii) details of the OHS system, in accordance with Section B.8.3(h).
- (b) Notwithstanding Section F.1.3, the Safety Management Plan must be updated by the Operator in accordance with Schedule 2 (Review Procedures) of this Agreement at quarterly intervals to take into account:

- (i) incidents experienced; and
 - (ii) identified changes in safety or security related risks.
- (c) The Safety Management Plan must refer to and align with:
- (i) the Asset Security Plan, as prepared by Project Co in accordance with the Project Agreement; and
 - (ii) all other Plans in the Operations Manual.
- (d) The Safety Management Plan must include the Emergency Management Plan as a sub-Plan.
- (e) The Safety Management Plan and the Emergency Management Plan must be structured to work cohesively with the Emergency Services Plan.

F.6.12 Parking and Traffic Management Plan

- (a) The Parking and Traffic Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.9.2, including:
- (i) the Operator's overall approach to delivering Parking and Traffic Management Services;
 - (ii) Event Day and Non-Event Day policies and procedures for parking and traffic management within the Stadium and Sports Precinct, including details of how pedestrian safety will be maintained at all times;
 - (iii) details of the Services which are provided in an area surrounding or adjacent to the Site with respect to traffic management;
 - (iv) policies and procedures, including roles and responsibilities, for deliveries and collections, coordinating activities of the Operator, Project Co, licensees of relevant commercial facilities, the Golf Club House Lease tenant(s), and other relevant parties with Events and Functions;
 - (v) details of how the operational interface between the Operator and Project Co will be managed in relation to the Stadium vehicular access points;
 - (vi) details, including detailed layouts of the Stadium and Sports Precinct parking allocations on Event Days and Non-Event Days;
 - (vii) details of any accreditation tickets used to access the parking facilities on Event Days and Non-Event Days; and
 - (viii) details of any off-site parking provisions the Operator, or any Key User or Hirer has arranged in relation to Events.
- (b) The Parking and Traffic Management Plan must reference and align with the Traffic and Access Plan.

F.6.13 Content Management Plan

The Content Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.10.2, including:

- (a) details of the various input sources of content and how these are ingested into the Stadium Systems;

- (b) an output inventory, with details of the various Displays and other devices, including portable media devices, on which the Operator will display or broadcast content to;
- (c) policies relating to checking and approval of content by the Operator;
- (d) the Operator's approach and processes relating the development, scheduling and logging of content;
- (e) details of the Operator's approach to managing Speciality Lighting Systems; and
- (f) templates of content and content overlays for Display type at the Stadium and Sports Precinct.

F.6.14 Signage Management Plan

The Signage Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.11.2, including:

- (a) the Operator's overall approach to delivering Signage Management Services;
- (b) details of the Operator's approach to Operator Signage and Temporary Signage;
- (c) an output inventory of available Operator Signage and Temporary Signage opportunities;
- (d) details of all Operator Signage in place; and
- (e) policies relating to the checking and approval of Temporary Signage by the Operator.

F.6.15 Technology Management Plan

The Technology Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.12.2, including:

- (a) the Operator's overall approach to delivering Technology Services;
- (b) the Operator's approach, including specific processes and protocols, to working with Project Co to protect the ICT Systems, AV Systems and any other system, technology or otherwise, from interference, attacks or intrusion;
- (c) details of authentication processes and systems for Stadium Users;
- (d) details of the Operator's proposed approach to establish, maintain and update the personal media application, including details relating to the personal media application:
 - (i) development and testing;
 - (ii) functionality;
 - (iii) update process; and
 - (iv) interfaces with other systems;
- (e) details of the Operator's overall approach to the commercialisation of Stadium Systems and Operator Systems; and

- (f) details of the Operator's overall approach to the management and commercialisation of Venue Data in accordance with Clause 39.10 of this Agreement, including:
 - (i) privacy controls;
 - (ii) consent policies; and
 - (iii) any other information reasonably requested by the State.

F.6.16 Catering Management Plan

- (a) The Catering Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.13.2, including:
 - (i) the Operator's overall approach to delivering Catering Services;
 - (ii) **(Authorisations)**: details of the Authorisations to be effected and maintained by the Operator, including the conditions of those Authorisations and any relevant practices the Operator will maintain to satisfy those conditions;
 - (iii) **(food safety)**: how the Operator will ensure public health will be maintained in the delivery of Catering Services, including details regarding any food safety certification and compliance regimes that will be effected;
 - (iv) **(consultation)**: the Operator's approach to consultation with key stakeholders in delivering Catering Services, including how views and requirements will be obtained and then considered in product choice and style of service;
 - (v) **(pricing strategy)**: the Operator's approach to price setting, including how any benchmarking will be undertaken; and
 - (vi) **(policies and procedures)**: details of the Operator's policies and procedures with respect to the delivery of Catering Services, including responsible service of alcohol.
- (b) The Catering Management Plan must describe the Operator's approach to satisfy the key objectives set out in Section B.13.2 and the KPIs, and clearly articulate the operating models for:
 - (i) Event Hospitality Catering;
 - (ii) Event Retail Catering;
 - (iii) Non-Event Day catering;
 - (iv) Restaurants; and
 - (v) offsite catering, managed and operated from the Stadium and Sports Precinct.
- (c) The Catering Management Plan must detail the following in relation Event Retail Catering:
 - (i) the number and nature of fixed catering outlets;
 - (ii) the number, nature and locations of mobile catering outlets;
 - (iii) the approach to queue management and optimising speed of service;

- (iv) pricing and product strategies, including the approach to updating and refreshing menu items; and
- (v) the menu and respective prices for Event Retail Catering.

F.6.17 Retail Management Plan

The Retail Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.14.2, including:

- (a) the Operator's overall approach to delivering Retail Services;
- (b) permanent and temporary locations to be used in the delivery of Retail Services;
- (c) the roles and responsibilities for the sale and supply of Event related merchandise;
- (d) how stock will be managed;
- (e) a business case for Stadium Merchandise, including economic and non-economic benefits;
- (f) if used, all items of Stadium Merchandise including their retail prices and sales channels; and
- (g) policies and processes, including roles and responsibilities, regarding how the Operator will ensure that retail items satisfy Section B.14.4(a).

F.6.18 Tourism Promotion Plan

The Tourism Promotion Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.15.2, including:

- (a) the Operator's overall approach to delivering Tourism Promotion Services;
- (b) **(planning)**:
 - (i) details regarding how the Operator will liaise and work with the State and State Entities, including Tourism WA, to deliver the Tourism Promotion Services, including the roles and responsibilities of the parties at each stage of the Event planning and delivery process; and
 - (ii) the Operator's approach to:
 - (A) optimising competition within the tourism market as it relates to the Stadium and Events; and
 - (B) cooperation with the tourism industry in delivering the Tourism Promotion Services, including the nature and frequency of such consultation;
- (c) **(contracting)**: details regarding the contracting arrangements in place (or planned to be in place) with tourism intermediaries;
- (d) **(delivery)**: to the extent known, the various tourism packages that will be implemented for each Event for the next Operating Year, including:
 - (i) for each package:
 - (A) the nature and scope of that package, detailing the various destinations and products included;

- (B) the tourism intermediary or tourism intermediaries (as relevant) selling that package; and
- (C) the advertising and marketing plan including, for each package:
 - (1) the promotional budget;
 - (2) the channel plan;
 - (3) the target audience(s); and
- (D) the sales targets; and
- (ii) **(unsold tickets)**: how any unsold tourism package tickets will be treated and when they will be released for sale to the general public;
- (e) **(seating options)**: the various seating options within the Stadium to be available through tourism intermediaries; and
- (f) **(other information)**: all other information reasonably requested in writing by the State from time to time.

F.6.19 Procurement Management Plan

The Procurement Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.16.2, including:

- (a) the Operator's overall approach to delivering Procurement Services;
- (b) policies relating to the Operator and Operator Associates procurement of goods and services;
- (c) details regarding the Operator's proposed approach to contracting with:
 - (i) suppliers of Operator FF&E and Hired Equipment;
 - (ii) each Key Subcontractor;
 - (iii) Subcontractors;
 - (iv) Venue Partners; and
- (d) details regarding the Operator's proposed approach to:
 - (i) sourcing local content for the Services, including Western Australian content for Catering Services;
 - (ii) sustainable procurement;
 - (iii) building local industry; and
 - (iv) Aboriginal engagement.

F.6.20 Operator Facility Services Management Plan

The Operator Facility Services Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.17.2, including:

- (a) the Operator's overall approach to delivering Operator Facility Services;
- (b) policies and procedures for the safe, secure and efficient storage of Consumables and equipment;

- (c) policies and procedures for the safe, secure and efficient operation of the Loading Dock, including in relation to:
 - (i) scheduling of deliveries;
 - (ii) use of forklifts and reach and access equipment; and
 - (iii) receiving and receipting of all deliveries;
- (d) policies and procedures for the Stadium reception;
- (e) policies and procedures for the Operations Help Desk, including:
 - (i) the designated hours of operation;
 - (ii) roles and responsibilities;
 - (iii) escalation procedures; and
 - (iv) the interface with the FM Help Desk; and
- (f) any other information reasonably requested by the State.

F.6.21 Maintenance Plan

- (a) The Maintenance Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section C.2.2, including:
 - (i) the Operator's overall approach to delivering General Maintenance Services;
 - (ii) setting out the Scheduled Maintenance and Lifecycle Services at the Stadium and Sports Precinct to be undertaken by the Operator during the next two Operating Years;
 - (iii) a five year forecast of the reasonably anticipated Lifecycle Services activities;
 - (iv) for each General Maintenance Services activity, details of:
 - (A) the nature and scope of the work;
 - (B) the location of the work;
 - (C) any specialist equipment to be used in carrying out the work; and
 - (D) the projected timing and duration of the work; and
 - (v) a risk assessment in relation to the work to be undertaken, in a format agreed with the State Representative, including an assessment of OHS risks.
- (b) The Maintenance Plan must:
 - (i) to the extent applicable, be consistent with the work described in the Operating Phase Lifecycle Maintenance Plan prepared by Project Co; and
 - (ii) ensure that all maintenance work is undertaken in accordance with Best Operating Practice.

F.6.22 Asset Cleaning Plan

The Asset Cleaning Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section C.3.2, including:

- (a) the Operator's overall approach to delivering Asset Cleaning Services;
- (b) details of how the Operator will coordinate cleaning activities with Project Co, including Event cleaning in the Sports Precinct;
- (c) policies and procedures in relation to Asset Cleaning Services;
- (d) details of any systems to be used in the monitoring and reporting of Asset Cleaning Services; and
- (e) details of the roles and responsibilities with respect to cleaning, including the interfaces with Project Co.

F.6.23 Waste Management Plan

The Waste Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section C.4.2, including:

- (a) the Operator's overall approach to delivering Waste Management Services;
- (b) details of any accreditation to be achieved or pursued in the delivery of Waste Management Services;
- (c) policies and procedures in relation to waste management and recycling practices, including in respect of the collection, storage, disposal and recycling (as relevant) for each waste stream;
- (d) procurement initiatives which may support waste reduction and waste minimisation;
- (e) identification of public awareness opportunities to promote waste minimisation by Patrons;
- (f) identification of education and training opportunities for Operator Associates and Project Co Associates to promote waste minimisation;
- (g) a process for establishing baseline waste data, setting improvement targets and reporting on performance outcomes;
- (h) details of any systems to be used in the monitoring and reporting of Waste Management Services; and
- (i) identification of roles, responsibilities, procedures and other requirements for achieving waste management objectives and targets, including the interfaces with Project Co.

F.6.24 Key Management Plan

The Key Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section C.5.2, including:

- (a) the Operator's overall approach to delivering Key Management Services;
- (b) policies relating to the procurement, issue, use and destruction of keys and access cards;

- (c) details of the roles responsible for the delivery of Key Management Services; and
- (d) details of the key and access card register, including the current status of all keys and access cards.

F.7 Management and Integration Services Plan

F.7.1 Overview

The Management and Integration Services Plan must describe the policies and procedures, in respect of the delivery of each of the Management and Integration Services and, must include:

- (a) the Risk Management Plan;
- (b) the ICT Deployment and Integration Plan;
- (c) the Business Continuity Plan;
- (d) the Disaster Recovery Plan;
- (e) the Operator Induction and Training Program;
- (f) the Services Induction and Training Program;
- (g) the Operational Environmental Management Plan;
- (h) the Noise Management Plan;
- (i) Indigenous Recognition and Engagement Plan; and
- (j) all other information required to be provided as part of the Management and Integration Services Plan in accordance with these Services Specifications, or as reasonably requested in writing by the State Representative from time to time.

F.7.2 Risk Management Plan

The Risk Management Plan must be prepared and maintained in accordance with Section D.7 and Section F.1.3 and must:

- (a) identify all reasonably foreseeable risks in relation to:
 - (i) the Operator's ability to deliver the Services in accordance with this Agreement, including:
 - (A) environmental risks;
 - (B) financial risks;
 - (C) business risks;
 - (D) dangerous or inherently dangerous activities, acts or stunts in respect of Events and Functions; and
 - (E) reputational risk; and
 - (ii) the impact of the DBFM Services, or any interruption to the delivery or performance of the DBFM Services, on the Services;
- (b) identify actions to be taken by the Operator to mitigate those risks in accordance with Best Operating Practices; and

- (c) identify the Operator's response to those risks eventuating, including the actions the Operator will take to:
 - (i) minimise the impact on the Services in accordance with Best Operating Practices;
 - (ii) minimise the impact on Project Stakeholders; and
 - (iii) to meet the requirements of this Agreement and the Operational Interface Agreement.

F.7.3 ICT Deployment and Integration Plan

The ICT Deployment and Integration Plan must be maintained in accordance with Section F.1.3 and must include details regarding how the Operator will achieve the relevant KPIs and satisfy the key objectives set out in Section B.12.2 including:

- (a) the Final Design, as amended from time to time to take into account General Maintenance Services;
- (b) a demonstrable alignment with all relevant Project Co plans, programs and documentation;
- (c) an assessment and identification of any ongoing testing, update, upgrade or replacement dependencies between the Operator Systems and the Stadium Systems;
- (d) applicable testing regimes for the Operator Systems, including the process for:
 - (i) ongoing testing;
 - (ii) coordinated failover testing of Operator Systems with Stadium Systems; and
 - (iii) testing during and as result of change;
- (e) criteria for evaluating changes to the Operator Systems, which criteria must be agreed with the State;
- (f) a schedule of planned maintenance, upgrades and scheduled service outages for all Operator Systems;
- (g) the process for obtaining the approval of the State for any Lifecycle Services relevant to the Operator Systems; and
- (h) a service plan for Operator Systems (including details of Scheduled Maintenance and Unscheduled Maintenance) based on Best Operating Practices, relevant manufacturer and industry guidelines (such as ITIL®) and the requirements of applicable Quality Standards.

F.7.4 Business Continuity Plan

The Business Continuity Plan must set out the Operator's approach to ensuring business continuity in the event of various crises, including:

- (a) **(policy)**: the Operator's business continuity policy;
- (b) **(emergency response)**: the Operator's planned initial response to a disruption;
- (c) **(continuity response)**: the processes, controls and resources to be implemented immediately following an interruption to ensure that the agency continues to deliver its critical business services; and

- (d) **(recovery response)**: the processes, resources and capabilities to re-establish services and to return the agency to normal operations.

F.7.5 Disaster Recovery Plan

The Disaster Recovery Plan must set out:

- (a) safety measures and protocols in the event of a disaster relating to Operator Systems or Stadium Systems;
- (b) communication protocols in the event of a disaster relating to Operator Systems or Stadium Systems;
- (c) the Operator's methodology for controlling and limiting the adverse effects of disasters on Operator Systems or Stadium Systems;
- (d) the periodic testing of Operator Systems and other integrated systems to ensure correct operation in the event of a disaster;
- (e) how the Operator will work cooperatively with Project Co in the periodic testing of Stadium Systems;
- (f) procedures and timeframes to restore critical Operator Systems and other systems in the event of a disaster; and
- (g) protocols and operating procedures that reflect the relevant Project Co policies regarding business continuity management.

F.7.6 Customer Service Management Plan

The Customer Service Management Plan must set out the Operator's approach to customer service, including:

- (a) the Operator's overall approach to engaging and interfacing with customers in delivering the Services;
- (b) customer service policies;
- (c) smoke-free and alcohol-free policies; and
- (d) appropriate escalation procedures for dealing with and resolving any customer service issues or complaints.

F.7.7 Operator Induction and Training Program

- (a) Subject to Section F.7.7(b), the Operator Induction and Training Program must be prepared and maintained in accordance with Section F.1.3 and must, as a minimum:
 - (i) set out an induction and training program to thoroughly and competently induct and train Project Co Associates and relevant State Associates (as identified by the State) and any other relevant party (including as reasonably requested by the State), in all relevant elements of the Services including:
 - (A) induction to the Stadium and Sports Precinct;
 - (B) training on the use of the Booking Schedule, so that Project Co can identify, and the State can view, the areas where, and the times when, DBFM Services will be performed;
 - (C) emergency and safety management policies and procedures;
 - (D) the Customer Service Management Plan; and

- (E) other elements of the Services as reasonably requested by the State, to ensure the Project Co Associates and relevant State Associates have developed sufficient proficiency to undertake the DBFM Services or any other of their activities carried out in the Stadium or Sports Precinct in a safe, efficient and effective manner;
- (ii) set out a program to train Project Co Associates and relevant State Associates (nominated by the State Representative) to enable them to deliver the Operator Induction and Training Program, if required, and ensure that all necessary training material is provided to facilitate the necessary on-site training;
- (iii) set out all induction and training in a formal, structured manner, including a training program, syllabus and a personnel assessment format developed by the Operator; and
- (iv) include a suite of presenter guides and "cheat sheets" (each suite being a maximum 4 laminated pages), as described in Clause 13.2(b) and Clause 13.2(c) of this Agreement.
- (b) Notwithstanding Section F.1.3(b)(iii), the Operator must prepare and submit a final version of the Operator Induction and Training Program for review in accordance with Schedule 2 (Review Procedures) of this Agreement no later than 6 Months prior to the date which it reasonably expects to be the Operational Commencement Date.

F.7.8 Services Training and Induction Program

- (a) The Services Training and Induction Program must be prepared and maintained in accordance with Section F.1.3 and, must include, as a minimum:
- (i) the tasks and responsibilities of the Operator and Operator Associates;
- (ii) the tasks and responsibilities of the inductee's job role;
- (iii) the geography of the Stadium and Sports Precinct and areas surrounding or adjacent to the Site that require that any of the Services are performed;
- (iv) an overview of the interaction with, lines of communication between and decision-making hierarchy between the Operator, Operator Associates, the State and Project Co;
- (v) information on Safety Laws and all other applicable Laws, Quality Standards and policies that fall within the scope of the individual's role;
- (vi) information on the use of machines and equipment relevant to the provision of the Services;
- (vii) restrictions and requirements relating to keys and access cards;
- (viii) information on the use of relevant computer systems;
- (ix) instructions for lifting and handling;
- (x) guidelines regarding:
- (A) customer care;
- (B) personal hygiene;
- (C) appropriate dress and rules of conduct while working at the Stadium and Sports Precinct; and

- (D) control of aggression;
- (xi) fire risks and fire precautions;
- (xii) first aid training (if applicable);
- (xiii) the FM Help Desk user instructions prepared by Project Co; and
- (xiv) Project Co's induction requirements for:
 - (A) relevant OHS requirements;
 - (B) relevant security procedures; and
 - (C) professional boundary expectations.

F.7.9 Operational Environmental Management Plan

- (a) The Operator must prepare and maintain the Operational Environmental Management Plan which must, as a minimum, include:
 - (i) a description of the Operator's environmental policy;
 - (ii) a description of the Operator's environmental objectives, targets and KPIs;
 - (iii) a description of the Operator's environmental management strategy, which must be consistent with and describe how the Operator will comply with the content of the applicable Environmental Management Strategy Documents;
 - (iv) an assessment and description of the impact of the provision of the Services and the Operator's specific operational activities will have on the environment, including an aspects and impacts register;
 - (v) a description of the roles and responsibilities of those Operator Associates who manage and monitor the environment;
 - (vi) a list of all Environmental Laws, relevant Quality Standards and Environmental Authorisations that must be complied with, including environmental safeguards that will be adhered to;
 - (vii) specific management measures for those potential impacts identified in the aspects and impacts register, including the process for responding to and implementing corrective action for any Environmental Event;
 - (viii) a procedure for auditing, monitoring and recording compliance with Environmental Laws;
 - (ix) details of environmental reporting requirements and timeframes;
 - (x) the Operator's role in and the process for responding to Environmental Complaints;
 - (xi) a procedure for review of the Operational Environmental Management Plan and an aspects and impacts register, including in accordance with Schedule 2 (Review Procedures) of this Agreement; and
 - (xii) a description of how the Operator will implement a proactive and integrated approach to sustainable development in delivering the Services, including in relation to the following areas:
 - (A) conservation of energy, wood, paper, horticulture and water;
 - (B) pollution;

- (C) procurement;
 - (D) waste recycling; and
 - (E) monitoring and auditing.
- (b) The Operational Environmental Management Plan must be prepared and maintained to complement and operate in parallel with:
- (i) the Project Co's Operational Environmental Management Plan to be prepared and updated by Project Co in accordance with the Project Agreement; and
 - (ii) the Noise Management Plan.
- (c) The Operator must work with Project Co to ensure that information is readily available to educate and inform the State and Stadium Users about the ecologically sustainable development initiatives and sustainability features, and performance therein, with respect to the Stadium and Sports Precinct.
- (d) The State may provide the Operational Environmental Management Plan to the Swan River Trust, the Department of Environment Regulation (**DER**), Department of Water and a DER accredited Contaminated Sites Auditor for review and comment prior to approval by the State.

F.7.10 Noise Management Plan

- (a) The Noise Management Plan to be developed and implemented in accordance with Section D.15 must include:
- (i) the Operator's overall approach to noise management, including the process by which it will obtain necessary Authorisations;
 - (ii) details of the Operator's role in and the process for notifying the State, Project Co and relevant Government Agencies of notifiable events;
 - (iii) details of the Operator's role in and the process for responding to any Environmental Complaints that involve noise issues;
 - (iv) a plan detailing the locations of noise sensitive premises as they relate to the provision of the Services;
 - (v) details of any initial and routine testing and monitoring to be undertaken by the Operator of background and Event created noise levels;
 - (vi) details of any ancillary conditions required to be undertaken by the Operator;
 - (vii) details of any initial and routine consultation requirements the Operator must undertake with Government Agencies and noise sensitive premises (as defined in the *Environmental Protection Noise (Regulations) 1997* (WA));
 - (viii) the process for recouping any penalties incurred with respect to noise management; and
 - (ix) any other reasonable requirements of the State or a State Entity.
- (b) The noise modelling requirements to be detailed in the Noise Management Plan include:

- (i) forecast levels of the following noise sources: crowd noise outside the Seating Bowl, public address noise, game siren noise, 'general' concert noise emissions, large capacity generators;
 - (ii) forecast noise levels must be reflected in L_{max} , L_1 and L_{10} noise levels to ensure consistent terminology with the *Environmental Protection Noise (Regulations) 1997 (WA)*;
 - (iii) forecast noise levels must be modelled inclusive of any noise sources exempt under the *Environmental Protection Noise (Regulations) 1997 (WA)*, such as crowd noise from within the Stadium as an approved venue;
 - (iv) actual noise measurements of departing crowd noise from other venues may be required to understand the noise levels of the crowd following an event;
 - (v) actual noise measurements of background noise levels in the local area; and
 - (vi) noise contours must be prepared for predicted noise emissions, to assist in consultation with the Town of Victoria Park and the community.
- (c) The Noise Management Plan must also include a copy of any approval or venue approval that may be applicable to the Services, including conditions that approval may be subject to.
- (d) Terms used in this Section F.7.10 which are defined in the *Environmental Protection Act 1986 (WA)* or the *Environmental Protection Noise (Regulations) 1997 (WA)* have the same meaning in this Section.

F.7.11 Indigenous Recognition and Engagement Plan

The Indigenous Recognition and Engagement Plan must:

- (a) clearly state the Operator's commitment to identifying specific opportunities and mechanisms to ensure appropriate indigenous participation in the Services; and
- (b) address the requirements of, and be prepared in accordance with, the Aboriginal Heritage Management Plan and the Aboriginal Engagement Strategy.

F.8 Performance Monitoring Plan

The Performance Monitoring Plan must be prepared and maintained in accordance with Section F.1.3 and Section F.8 and must:

- (a) detail the performance monitoring activities (including frequencies, systems, methods and audit tools) that the Operator must undertake to monitor the quality of the Services, including each KPI, and to demonstrate that the Services are being carried out to the level and quality required by this Agreement, including, as a minimum, the following details for each Service:
 - (i) the appropriate reference or extract from the Plans which describes the service inputs required to deliver the requirements set out in this Agreement;
 - (ii) the monitoring and reporting frequencies, systems, methods and tools that will be used to monitor the delivery of the requirements set out in this Agreement;
 - (iii) the methods and documentary evidence to be used to assess the Operator's performance in relation to the requirements set out in this Agreement;

- (iv) the proposed remediation process should there be a failure to meet any of the Service Standards or KPIs; and
- (v) the nominated staff member responsible for the management and delivery of the requirements set out in these Services Specifications;
- (b) include performance monitoring activities reasonably requested by the State in relation to the Project Benefits; and
- (c) otherwise accord with Best Operating Practices.

F.9 Handover Package

The Handover Package must be prepared and maintained in accordance with Section F.1.3 and, must include:

- (a) **(contracts)**: a list of all agreements, permits, licences or other documents which are material to the delivery of the Services, including (as appropriate) the contact number, name, address, email address, and telephone numbers of counterparties, contract price, value and subject matter;
- (b) **(systems)**: a list of systems (including Operator Systems) used for the delivery of the Services, together with a description of the systems and master passwords where applicable;
- (c) **(software licences)**: software licences licensed by the Operator that are attached to any Operator Systems (not including Services Equipment) for any software required for the continued delivery of the Services which must be transferred to the State at the end of the Operating Phase as part of the final Handover Package in accordance with Clause 33.2 of this Agreement;
- (d) **(Bookings Schedule)**: the full and complete Bookings Schedule, including all data from the Booking Schedule (in a user readable format) and a list of all necessary hardware, software, software licences (or at a minimum, access to software licences) and any other thing required for the continued operation of the Booking Schedule;
- (e) **(daily operations)**: a list of any other information key to the daily operation of the Stadium and Sports Precinct, including:
 - (i) the names, work and home telephone numbers of each person in possession of keys and access cards to the Stadium and Sports Precinct;
 - (ii) lists of Service Equipment and other assets relevant to the delivery of the Services; and
 - (iii) a detailed diagrammatical representation of the organisational structure of the Operator and Operator Associates;
- (f) **(employees)**: details of each employee of the Operator, including:
 - (i) names, work email addresses, work telephone numbers, roles and responsibilities;
 - (ii) the date on which the employment of each employee began;
 - (iii) the terms and conditions of employment; and
 - (iv) where the Operator ceases to provide the Services, and with the relevant employee's consent, all payments, benefits or changes to the terms and conditions of employment promised to any employee;

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- (g) **(Operator Asset Information)**: all Operator Asset Information, including source files, including condition reports;
 - (h) **(compliance)**: Records relevant to compliance with all Laws and Quality Standards including all Authorisations obtained and maintained by the Operator;
 - (i) **(Authorisations)**: copies of all material:
 - (i) correspondence with all relevant Government Agencies, the State and Project Co, consultants and Subcontractors in relation to applications for Authorisations;
 - (ii) Records relevant to any Authorisation obtained by the Operator in respect of the delivery of the Services; and
 - (iii) information relating to any other operational issue related to any Authorisation;
 - (j) **(Plans)**: copies of the most recent versions of each Plan;
 - (k) **(operating and maintenance manuals)**: up to date manuals, written in plain English, for the installation, operation and maintenance of the Operator FF&E, including:
 - (i) a description of the relevant element of the Operator FF&E;
 - (ii) relevant performance requirements;
 - (iii) an inspection, testing and maintenance schedule;
 - (iv) details of the manufacturer's recommended maintenance on each item;
 - (v) manufacturer's literature;
 - (vi) a full set of commissioning sheets and checklists;
 - (vii) a listing of contact details for designers, Subcontractors and suppliers;
 - (viii) pro-forma checklists for use in all future essential Services testing; and
 - (ix) all data relating to the Operator Systems and their interface with Stadium Systems, including all data that relates to the configuration and programming of equipment, which must be presented in a manner that enables nontechnical personnel to obtain an understanding of that data without undue difficulty;
 - (l) **(information)**: all information reasonably requested by the State Representative, from time to time, or as otherwise required under this Agreement. Following the preparation of the first Handover Package provided to the State in accordance with this Schedule 8, the Operator will only need to update it on an annual basis where content has changed or is no longer relevant; and
 - (m) Following the preparation of the first Handover Package provided to the State in accordance with this Schedule 8, the Operator will only need to update it on an annual basis where content has changed or is no longer relevant.

ANNEXURE A - GLOSSARY

- (a) Unless the context otherwise requires, or where defined in Section (b) below, capitalised terms in the Services Specifications:
- (i) have the meaning given to them in Clause 1.1 of this Agreement; and
 - (ii) a reference to any plan or document includes all schedules, appendices and attachments to such plans or documents.
- (b) In these Services Specifications:

Term	Meaning
Activities	has the meaning given to that term Schedule 14 (Payment Schedule) to the Project Agreement.
Activity Adjustment Threshold	has the meaning given to that term in Part E (Glossary) of the DBFM Services Specifications.
Annual Operating Documents	means the documents described in Section F.1.3 of these Services Specifications as updated or amended in accordance with this Agreement.
Asset Cleaning Services	means those Services described in Section C.3 of these Services Specifications.
Asset Security Services	means the assets security service to be performed by Project Co in accordance with the Project Agreement.
Availability Duration	has the meaning given to that term in Annexure B of Schedule 14 of the Project Agreement.
Available	has the meaning given to that term in Schedule 14 of the Project Agreement.
AV and Production Services	means those Services described in Section B.10 of these Services Specifications.
AV Systems	has the meaning given to it in the Project Agreement.
Bookings Schedule	has the meaning given to that term in Section B.5.3(b)(i) of these Services Specifications.
Building Information Modelling	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Catering Facilities	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Catering Services	means those Services described in Section B.13 of these Services Specifications.
Commercial Partner	means a Venue Partner or an Event Partner (or both) as the context requires.
Commercial Partner Management Services	means those Services described in Section B.3 of these Services Specifications.
Commercial Partnering	means the assets of the Stadium and Sports Precinct

Assets	which Commercial Partners may be granted rights in respect of, as described in Section F.6.4(b) of these Services Specifications.
Commercial Rights	has the meaning given to that term in Section B.3.3 of these Services Specifications.
Communications and Marketing Services	means those Services described in Section B.1 of these Services Specifications.
Communications Working Group	has the meaning given to it in Schedule 3 (Operator Management).
Completed Service	has the meaning given to that term in the Project Agreement.
Composite Project Identity	has the meaning given to that term in Section B.1.3(d)(ii) of these Services Specifications.
Co-ordination Issue	has the meaning given to that term in the Operational Interface Agreement.
DBFM Scheduled Services	means the DBFM Services described as "Scheduled Services" in the Operational Interface Agreement.
Decorative Finishes	has the meaning given to that term in Annexure E (Glossary) of the DBFM Services Specifications.
Displays	means any digital display, television or projector screen, LED scoreboard or LED Signage.
Downstream Contractor	means any User, Hirer, supplier or partner, Venue Partner, Key Subcontractor or Subcontractor or any other person the Operator has a contractual relationship with in relation to this Agreement, the Stadium, Sports Precinct or delivery of the Services.
Downstream Contract	means any User Agreement, Hirer Agreement, supply or partnerships agreement, Key Subcontract or Subcontract or any other agreement the Operator enters into in relation to this Agreement, the Stadium, Sports Precinct or delivery of the Services.
Entertainment Event	means any event, performance, assembly, competition or production held within the Stadium, with the Pitch used generally for the purpose of Patron access and which may be used for event staging and production equipment.
Estate Services	has the meaning given to that term in Annexure E (Glossary) of the DBFM Services Specifications.
Event	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Event Cleaning Time	means the period commencing on 10:00am on an Event Day and ending 8 hours after the end of that Event Day.
Event Day	has the meaning given to that term in Part G (Glossary)

	of the DBFM Design Specifications.
<i>Event Debrief</i>	has the meaning given to it in Section B.7.3(g)(i) of these Services Specifications.
<i>Event Duration</i>	has the meaning given to that term in Schedule 14 of the Project Agreement.
<i>Event Management Services</i>	means those Services described in Section B.7 of these Services Specifications.
<i>Event Partners</i>	means those bodies that enter into an arrangement with a Key User or a Hirer in relation to the grant of Commercial Rights to that body (where the Operator has first granted those rights to that Key User or Hirer under the relevant User Agreement or Hirer Agreement), and includes their employees, agents, contractors, advisors, consultants and officers.
<i>Event Precinct Cleaning</i>	means the cleaning of the Sports Precinct during the Event Cleaning Time.
<i>Event Procurement Services</i>	means those Services described in Section B.1.4 of these Services Specifications.
<i>Event Retail Catering</i>	means the comprehensive retail catering service provided by the Operator during Events to Patrons, as described in Section B.13.3(d) of these Services Specifications.
<i>Event Specific Management Plan</i>	has the meaning given to it in Section B.7.3(e)(v) of these Services Specifications.
<i>Event Stadium Cleaning</i>	means cleaning of the Stadium prior to, during and after Events.
<i>Event Support Services</i>	means that part of the DBFM Services described in section 4 of Part C of the DBFM Services Specifications.
<i>Fault</i>	has the meaning given to that term in the Operational Interface Agreement.
<i>Final Design</i>	has the meaning given to it in Schedule 7 (Pre-Operational Services Specifications) of this Agreement.
<i>FM Help Desk</i>	has the meaning given to that term in the Operational Interface Agreement.
<i>Function</i>	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
<i>Functional Area</i>	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
<i>Functional Unit</i>	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
<i>General Maintenance</i>	means those Services described in Section C.2 of these

Services	Services Specifications.
Green Guide	means the Guide to Safety at Sports Grounds published by the Department for Culture Media and Sport U.K (ISBN 978-0-11-702074-0) as updated from time to time.
Green Guide Compliance Matrix	means the matrix to be developed by the Operator that clearly articulates what aspects of the Green Guide the Operator will, will not and will partially comply with in delivering the Services, including the rationale and treatments for non or partial compliance.
Grounds and Gardens Services	has the meaning given to that term in Annexure E (Glossary) of the DBFM Services Specifications.
ICT and AV Services	means that part of the DBFM Services described in Part C, Section 5 of the DBFM Services Specifications.
ICT Systems	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Incident	has the meaning given to that term in Schedule 14 (Payment Schedule) of the DBFM Project Agreement.
Incident Register	means the register that records all reported hazards and security and safety issues and incidents, as described in Section B.8.3(g) of these Services Specifications.
Integrated Ticketing Fee	means the fee to be paid by the Operator to the PTA for the provision of Integrated Ticketing Services.
Integrated Ticketing Services	means the provision by the PTA of free public transport to and from an Event upon presentation of a ticket for that Event.
Issue	means an Incident or a Fault.
Key Management Services	means those Services described in Section C.5 of these Services Specifications.
Lifecycle Services	means the periodic refurbishment or replacement of all Operator FF&E in accordance with the Maintenance Plan or otherwise necessary to ensure the Operator: <ul style="list-style-type: none"> (a) satisfies the FFP Warranty; (b) complies with this Services Specifications; and (c) complies with all relevant Laws, Authorisations and Quality Standards.
Management and Integration Services	means those Services described in Part D of these Services Specifications.
new Perth Stadium Project Aspirations	has the meaning given to it in Section A.3 of these Services Specifications.

<i>Non-Event Day</i>	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
<i>Official Designation</i>	has the meaning given to that term in Schedule 41 of the Project Agreement.
<i>OHS</i>	has the meaning given to that term in Section B.8.3(h)(i) of these Services Specifications.
<i>Operating Year</i>	means each 12 Month period during the Operating Phase, with the first Operating Year commencing on the Operational Commencement Date and ending on the day before the anniversary of the Operational Commencement Date, and the last Operating Year ending on the Expiry Date (whether or not such Operating Year is a full 12 Month period).
<i>Operational Objectives</i>	has the meaning given to it in Section A.4 of these Services Specifications.
<i>Operations Help Desk</i>	means the designated central contact phone number or web portal for the daily inward and outward communications between the Operator and the public, as described in Section B.17.3(e) of these Services Specifications.
<i>Operations Manual</i>	means the manual to be prepared and maintained in accordance with Section F.1.3 and Section F.6 of these Services Specifications, as amended or updated from time to time in accordance with this Agreement.
<i>Operator Asset Information</i>	means all graphical data, non-graphical data and other design information that clearly and accurately represents the Operator FF&E from the Date of Commercial Acceptance, including as amended or supplemented during the Operating Phase as a result of the performance of the Services.
<i>Operator Facility Services</i>	means those Services described in Section B.17 of these Services Specifications.
<i>Operator Objectives</i>	has the meaning given to that term in Section A.6.1 of these Services Specifications.
<i>Operator Signage</i>	means any signage erected or displayed by the Operator or any Downstream Contractor that is not Temporary Signage or Stadium Signage.
<i>Operator Systems</i>	means all State FF&E, Hired Equipment or Services Equipment systems, software and hardware that interface with the Stadium Systems, utilised by the Operator or Operator Associates in the delivery of the Services, including: <ul style="list-style-type: none"> (a) the Operator's and Operator Associate's information and communications technology equipment; (b) the point of sale system(s);

	<ul style="list-style-type: none"> (c) the Ticketing System(s); (d) the Booking Schedule; (e) any asset tracking system; (f) the radio communications systems; (g) any parking access control; (h) the personal media application; (i) systems, software and hardware used by Key Users or Hirers that interface with Stadium Systems; and (j) Event management systems.
<i>Parking and Traffic Management Services</i>	means those Services described in Section B.9 of these Services Specifications.
<i>Performance Monitoring Plan</i>	means the plan to be prepared and maintained in accordance with Section F.1.3 and Section F.8 of these Services Specifications as amended or updated from time to time in accordance with this Agreement.
<i>Permitted Training</i>	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
<i>Pest</i>	has the meaning given to that term in Annexure E (Glossary) of the DBFM Services Specifications.
<i>Pitch</i>	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
<i>Playing Surface</i>	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
<i>Precinct Activation Services</i>	means those Services described in Section B.2 of these Services Specifications.
<i>Precinct Event</i>	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
<i>Precinct Partner Areas</i>	has the meaning given to that term in Schedule 41 of the Project Agreement.
<i>Precinct Partner Term</i>	has the meaning given to that term in Schedule 41 of the Project Agreement.
<i>Precinct Partners</i>	means those entities which from time to time enter into a sponsorship agreement with Project Co.
<i>Premium Product Areas</i>	has the meaning given to that term in Annexure E (Glossary) of the DBFM Services Specifications.
<i>Priority of Use Protocol</i>	has the meaning given to that term in Section B.5.3(c) of these Services Specifications.
<i>Procurement Services</i>	means those Services described in Section B.16 of these Services Specifications.

Profile Periods	has the meaning given to that term in the Operational Interface Agreement.
Project Benefits	has the meaning given to that term in Section A.5 of these Services Specifications.
Promoted Events	means an Event or Function where the Operator undertakes or performs the role of organiser, producer, co-promoter or promoter or uses the Operating Account to fund the procurement of Performers for that Event or Function.
Requested Services	has the meaning given to that term in section 17 of Part D of the DBFM Services Specification.
Restaurant	means: (a) the a la carte restaurant; (b) buffet restaurant; and (c) the Stadium microbrewery.
Retail Services	means those Services described in Section B.14 of these Services Specifications.
Safety Management Services	means those Services described in Section B.8 of these Services Specifications.
Scheduled Maintenance	means the performance by the Operator of those maintenance activities required to be performed on a regular basis, in order to ensure the Operator FF&E is Fit For Purpose and satisfies the applicable Service Standards at all times.
Scheduled Stadium Cleaning	means the cleaning of the Stadium by the Operator excluding Event Stadium Cleaning.
Scheduled Stadium Cleaning Standards	means the service standards for Scheduled Stadium Cleaning.
Scheduling Services	means those Services described in Section B.5 of these Services Specifications.
Seating Bowl	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Seating Positions	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Security Systems	means has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Services Specifications	means this Schedule 8.
Signage Management Services	means those services described in Section B.11 of these Services Specifications.
Speciality Lighting Systems	means: (a) the speciality colour-change lighting systems of the Stadium, Sports Precinct and Swan River

	<p>Pedestrian Bridge; and</p> <p>(b) any other speciality façade or roof lighting or projection system.</p>
Specific Service Specification	means each of the specifications which relate to each Service set out in Parts B to D (inclusive) of these Services Specifications.
Sporting Event	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Stadium Event	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Stadium Signage	means signage erected or displayed in accordance with the Project Agreement.
Stadium System	means those systems described in clause 24.1 of the Project Agreement.
Supplementary User Events	means an Event in which a Key User is the organiser, producer, co-promoter or promoter, that does not form part of the content commitment from that Key User under the respective User Agreement.
Swan River Pedestrian Bridge	has the meaning given to that term in Part G (Glossary) of the DBFM Design Specifications.
Technical Specifications Manual	means the manual to be developed by the Operator in conjunction with Project Co in accordance with Section B.4.3(c)(ii) of these Services Specifications.
Technology Services	means those Services described in Section B.12 of these Services Specifications.
Temporary Signage	<p>means signage that is erected or broadcast for the purposes of one specific Event or Function or series of Events (where there are no other interposed Events) and is removed promptly after the completion of that Event or Function or the final Event of the series and includes:</p> <p>(a) physical signage;</p> <p>(b) the use of virtual signage by broadcasters; and</p> <p>(c) signage on the Playing Surface,</p> <p>excluding signs that are displayed by Patrons during the course of an Event, or signage that involves naming a room or space within the Stadium or Sports Precinct.</p>
Ticket	means an instrument of admission or other right of entry to the Stadium or Sports Precinct, as the case may be, for the purpose of viewing or participating in or otherwise in connection with an Event.
Ticketing Services	means those Services described in Section B.6 of these Services Specifications.

<i>Ticketing Service Provider</i>	means the body engaged by the Operator to market and sell Tickets and otherwise provide ticketing services at the Stadium and Sports Precinct.
<i>Ticketing System</i>	has the meaning given to that term in Section B.6.3(b) of these Services Specifications.
<i>Tourism Promotion Services</i>	means those Services described in Section B.15 of these Services Specifications.
<i>Traffic and Access Plan</i>	means the plan of that name to be prepared and maintained by Project Co in accordance with the Project Agreement.
<i>Unscheduled Maintenance</i>	means the performance by the Operator of any maintenance, repair or rectification work to ensure the Operator FF&E continues to be Fit For Purpose and meet the applicable Service Standards at all times, which does not constitute Scheduled Maintenance or Lifecycle Services.
<i>Utility Management Services</i>	means those Services described in Section C.6 of these Services Specifications.
<i>Utility Services Conservation Plan</i>	means the plan of that name to be prepared and maintained by Project Co in accordance with the Project Agreement.
<i>Utilities Services Contingency Plan</i>	means the plan of that name to be prepared and maintained by Project Co in accordance with the Project Agreement.
<i>Venue Partners</i>	means those bodies that enter into an arrangement with the Operator in relation to the grant of Commercial Rights to that body and includes their employees, agents, contractors, advisors, consultants and officers.
<i>Waste Management Services</i>	means the plan described in Section C.4 of these Services Specifications as amended or updated from time to time in accordance with this Agreement.
<i>Weekly Performance Report</i>	means the report to be prepared in accordance with Section F.2 of these Services Specifications.