



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Disclosure Log Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

Application Details	
Ref. No.	CMTEDDFOI 2024-041
Date of Application	11 February 2024
Date of Decision	12 April 2024
Processing time (in working days)	41
Fees	Waived
Decision on Access	Partial Release
Information Requested (summary)	Re-engagement of Shuttle services in Stromlo Forest Park.
Publication Details	
Original application	<input checked="" type="checkbox"/> Published <input type="checkbox"/> N/A
Decision notice	<input checked="" type="checkbox"/> Published <input type="checkbox"/> N/A
Documents and schedule	<input checked="" type="checkbox"/> Published <input type="checkbox"/> N/A
Decision made by Ombudsman	N/A
Additional information identified by Ombudsman	N/A
Decision made by ACAT	N/A
Additional information identified by ACAT	N/A

From: no-reply@act.gov.au
To: [CMTEDD FOI](#)
Subject: Freedom of Information request
Date: Sunday, 11 February 2024 9:09:56 AM

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Please find online enquiry details below. Please ensure this enquiry is responded to within fourteen working days.

Your details

All fields are optional, however an email address OR full postal address must be provided for us to process your request. An email address and telephone contact number will assist us to contact you quickly if we need to discuss your request.

Title:

First Name:

Last Name:

Business/Organisation:

Address:

Suburb:

Postcode:

State/Territory:

Phone/mobile:

Email address:

Request for information

(Please provide as much detail as possible, for example subject matter and relevant dates, and also provide details of documents that you are not interested in.)

I would like all information (documents, spreadsheets, emails, text messages etc) as it relates to the re-engagement of Dynamic motivation at Stromlo Forest Park. Including (but not limited to) any information relating to a closed RFQ and/or RFT or if it was a panel arrangement (what panel was the preferred selected from) who the closed tender participants were and justification for the entities chosen, the scope of services to be provided, the responses from those tenders, the contract with preferred tenderer. Who was on the evaluation panel, delegate of the contracted arrangement, any RFIs and responses to those RFIs. as well as all decision making documents for the re-engagement of Dynamic Motivation.

I do not want to access the following documents in relation to my request::

Thank you.
Freedom of Information Coordinator



FREEDOM OF INFORMATION REQUEST – NOTICE OF DECISION

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 11 February 2024. Specifically, you have sought access to the following information:

"I would like all information (documents, spreadsheets, emails, text messages etc) as it relates to the re-engagement of Dynamic motivation at Stromlo Forest Park. Including (but not limited to) any information relating to a closed RFQ and/or RFT or if it was a panel arrangement (what panel was the preferred selected from) who the closed tender participants were and justification for the entities chosen, the scope of services to be provided, the responses from those tenders, the contract with preferred tenderer. Who was on the evaluation panel, delegate of the contracted arrangement, any RFIs and responses to those RFIs. as well as all decision making documents for the re-engagement of Dynamic Motivation."

On **19 February 2024**, you have clarified that the request to include the following information:

"...include any exclusive rights dynamic motivation may have to providing shuttle services at stromlo forest park."

Authority

I am an Information Officer appointed by the CMTEDD Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

Timeframes

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application within 30 days. As this matter required third party consultation, the decision due date was extended by 15 working days, in accordance with section 40(2) of the Act. Therefore, a decision is due by **17 April 2024**.

Decision on access

Searches of CMTEDD records have identified six documents within the scope of your request. I have decided to grant **partial access** to five documents and **full access** to one document.

The records identified as relevant to your application are listed in the schedule enclosed at **Attachment A**. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

Documents that have already been provided to you for your previous Freedom of Information request CMTEDDFOI 2023-046 (refer https://www.cmtedd.act.gov.au/data/assets/pdf_file/0006/2208039/2023-046.pdf) have been removed in accordance with *the section 43(1)(d) - the government information is already available to the applicant.*

Release of documents

The information being released to you is provided at **Attachment B**.

Statement of Reasons

In accordance with section 54(2) of the Act a statement of reasons outlining my decisions is below. In reaching my access decisions, I have taken the following into account:

- the Act
- the information that falls within the scope of your request
- third party views
- *Human Rights Act 2004*

As a decision maker, I am required to determine whether the information within scope is in the public interest to release. To make this decision, I am required to:

- assess whether the information would be contrary to public interest to disclose as per **Schedule 1** of the Act.
- perform the public interest test as set out in section 17 of the Act by balancing the factors favouring disclosure and factors favouring non-disclosure in **Schedule 2** of the Act.

There are no **Schedule 1** factors identified as applicable to the information in scope of this request.

Public Interest Test

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interest lies. As part of this process, I must consider factors favouring disclosure and non-disclosure.

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when ‘used in a statute, the term [public interest] derives its content from “the subject matter and the scope and purpose” of the enactment in which it appears’. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Schedule 2: Factors to be considered when deciding the public interest.

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within these documents is within the ‘public interest’.

Factors favouring disclosure (Section 2.1)

- *Section 2.1(a)(i) - promote open discussion of public affairs and enhance the government’s accountability.*
- *Section 2.1(a)(ii) - contribute to positive and informed debate on important issues or matters of public interest.*
- *Section 2.1(a)(iv) - ensure effective oversight of expenditure of public funds.*

I have placed substantial weight on the above factors favouring disclosure. The release of this information can reasonably be expected to outline how public funds have been spent and enhance accountability regarding government funding decisions concerning Venues ACT and Dynamic Motivation.

I am satisfied that these factors favouring disclosure carry some weight. However, these factors are to be balanced against the factors favouring nondisclosure.

Factors favouring nondisclosure (Section 2.2)

- *Section 2.2(a)(ii) - prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004.*
- *Section 2.2(a)(xiii) - prejudice the competitive commercial activities of an agency.*

Having reviewed the information, I consider that the protection of an individual's right to privacy, is a significant factor. Release of information concerning names and contact information of individuals who did not provide consent to their personal information could reasonably prejudice their right to not have their privacy, family, home, or correspondence interfered with unlawfully or arbitrarily, as outlined in section 12 of the *Human Rights Act 2004*.

Personal information of individuals working within the ACT Public Service is generally not considered to prejudice the protection of an individual's right to privacy. However, their signature is redacted as this information is not publicly available, as it could or would reasonably be expected to prejudice their right to privacy under the *Human Rights Act 2004*.

Businesses undertaking development activities in the ACT may expect that any sensitive business information they provide to the Government will be held in confidence. I have considered that the release of information regarding pricing would prejudice the competitive commercial activities of the business, as this could provide their competitors in the industry an advantage.

Having applied the test outlined in section 17 of the Act and deciding that release of some information contained in the documents is not in the public interest to release, I have chosen to redact this specific information in accordance with section 50(2). Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest to release will ensure that the intent of the Act is met and will provide you with access to the majority of the information held by CMTEDD within the scope of your request.

Charges

Processing charges are applicable for this request because the total number of pages to be released to you exceeds the charging threshold of 50 pages. However, the charges have been waived.

Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a [disclosure log](#).

Your original access application and my decision will be published on the CMTEDD disclosure log. Your personal contact details will not be published.

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is provided to you, or a longer period allowed by the Ombudsman.

We recommend using this form [Applying for an Ombudsman Review](#) to ensure you provide all of the required information. Alternatively, you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601
Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request please contact the Information Access Team by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely,



Katharine Stuart
Information Officer
Chief Minister, Treasury and Economic Development Directorate
12 April 2024



ACT
Government

Chief Minister, Treasury and
Economic Development

FREEDOM OF INFORMATION REQUEST SCHEDULE

WHAT ARE THE PARAMETERS OF THE REQUEST

Reference NO.

"I would like all information (documents, spreadsheets, emails, text messages etc) as it relates to the re-engagement of Dynamic motivation at Stromlo Forest Park. Including (but not limited to) any information relating to a closed RFQ and/or RFT or if it was a panel arrangement (what panel was the preferred selected from) who the closed tender participants were and justification for the entities chosen, the scope of services to be provided, the responses from those tenders, the contract with preferred tenderer. Who was on the evaluation panel, delegate of the contracted arrangement, any RFIs and responses to those RFIs. as well as all decision making documents for the re-engagement of Dynamic Motivation."

CMTEDDFOI – 2024-041

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1-39	2023 Services Agreement Signed – Final	6 March 2023	Partial	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xiii)	Yes
2	40	Re Request for legal advice - early tender process - DM Services Agreement	2 May 2022	Full		Yes
3	41-51	RE Request for Quote (RFQ) - Blue Dirt	9 September 2022	Partial	Sch 2 s2.2 (a)(ii)	Yes
4	52-53	Re Request of Expression of Interest - Snowy Mountains Shuttles	14 July 2022	Partial	Sch 2 s2.2 (a)(ii)	Yes
5	54-55	RE Revised Deed - for your signature	25 may 2022	Partial	Sch 2 s2.2 (a)(ii)	Yes
6	56-58	Re Stromlo Forest Park shuttle bus services - Request for Quote outcome	26 September 2022	Partial	Sch 2 s2.2 (a)(ii)	Yes
Total No of Docs						
6						



SERVICES AGREEMENT

Parties

AUSTRALIAN CAPITAL TERRITORY

**DYNAMIC MOTIVATION PTY LTD ABN
37 153 358 484**

**PUBLIC SHUTTLE SERVICE –
STROMLO FOREST PARK**

Prepared by

ACT Government Solicitor
PO Box 260
Civic Square ACT 2608
Ph: 02 6307 0666
Ref: 641668

Version

Final version 6 March 2023

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Chief Minister, Treasury and Economic Development Directorate (**Territory**).

DYNAMIC MOTIVATION PTY LTD ABN: 37 153 358 484
of 23 Faithfull Circuit Kambah ACT 2902 (**Contractor**).

BACKGROUND

- A. The Territory has undertaken a procurement process and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text	any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in Item 6 Schedule 1 .
Contract Material	all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.
Contact Officers	in relation to each party, the representatives whose names and contact details are specified in Item 1 Schedule 1 , or as notified from time to time by one party to the other.
Contract Price	the amount calculated in accordance with, Item 1 Schedule 3 .
Contractor Material	all material owned by the Contractor and used for the purpose of providing the Services, including documents, promotional images and film footage of

Stromlo Forest Park, information and data stored by any means.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Information Privacy Act the *Information Privacy Act 2014* (ACT).

Insolvency Event

(1) in respect of a natural person:

(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or

(b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(2) in respect of all other entities:

(a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(i) insolvency;

(ii) winding up; or

(iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,

of the entity.

For the purpose of subparagraph (2)(b), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

Invoice an invoice that:

(1) references this Agreement;

- (2) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (3) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
- (4) is accompanied by any other details or reports required under this Agreement; and
- (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contact Officer.

Personal Information is personal information as defined in section 8 of the Information Privacy Act.

Prescribed Insurer an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's.

Procurement Act the *Government Procurement Act 2001* (ACT).

Route the route specified in the map in **Item 2 Schedule 5**.

Services the services described in **Schedule 2** and includes any Additional Services described in **Schedule 2A**.

Special Condition any provision set out in **Schedule 4**.

Specified Personnel any person named in **Item 3 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6**.

Term the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

Territory when used:

- (1) in a geographical sense, the Australian Capital Territory; and
- (2) in any other sense, the body politic established by section 7 of the *Australian Capital Territory*

(Self-Government) Act 1988 (Cth).

Territory Information

the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;
- (3) is specified in **Item 5 Schedule 1**; or
- (4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material

any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

TPPs

the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the Information Privacy Act.

TPP Code

a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Contractor in the provision of the Services.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Contractor" include any employees, agents or subcontractors of the Contractor;
- (2) references to legislation or to provisions in legislation include references

to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;

- (3) words in the singular include the plural and vice versa;
- (4) headings are for convenience only and do not affect the construction or interpretation of this Agreement;
- (5) an obligation imposed on more than one person binds them jointly and severally; and
- (6) the word "include" and any derivation is not to be construed as a word of limitation.

2. Services

2.1 Provision of the Services

- (1) The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.
- (2) The Contractor must operate shuttle service from the designated 'pick-up' point marked on the Route, within the restricted vehicle section of the park and use the internal access connect to the Mount Stromlo summit road.

2.2 Exclusivity

- (1) The Contractor is granted the right to provide the Services on the Route for the term of this Agreement, in consideration for payment of the Contract Price.
- (2) The Contractor is granted exclusive rights to operate a transport shuttle service from the designated 'pick-up point' within the restricted vehicle section of the park and to use the internal access connect to the Mount Stromlo summit road.

2.3 Exceptions to Contractor's exclusive rights

- (1) The Contractor acknowledges and agrees that the Territory may engage others to provide the Services if, in the reasonable opinion of the Territory, the Contractor is, or will be, unable to provide the Services at any time.
- (2) On occasion, the Territory may require use of part of the Route for the following activities occurring at Stromlo Forest Park:
 - (a) services provided by incorporated clubs, community

organisations; and educational institutions as part of the delivery of booked events in Stromlo Forest Park;

- (b) services provided by commercial organisations as part of the delivery of booked events in Stromlo Forest Park;
- (c) personal trainers or similar service providers undertaking booked events in Stromlo Forest Park, where the transport is limited to their fee-paying students, and the transport component is ancillary to the main services provided; and
- (d) individuals using private transport.

2.4 Provision of the Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Contractor must pay the Territory the Contract Price following its receipt of an Invoice and otherwise in accordance with **Schedule 4**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

4.3 Effect of payment

Payment, in part or in total, of the Contract Price does not constitute an acceptance by the Territory of the Services and does not amount to a waiver of any right or action which the Territory may have at any time against the Contractor.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, "use" includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material;
 - (b) for the purposes of Territory's promotional activities in relation to Stromlo Forest Park and National Arboretum.
 - (c) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

- (1) the use of any Contract Material or Contractor Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material or Contractor Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and

- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent;
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public); and/or
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;
- (3) ensure the Services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory (including with respect to not accessing or otherwise safeguarding Personal Information as applicable), and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory;
- (3) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred; and
- (4) in respect of any Personal Information held in connection with this Agreement:
 - (a) comply with the TPPs and any applicable TPP Code as though the Contractor were a public sector agency and must not (and procure that any subcontractor engaged by the Contractor under this Agreement does not) act or engage in a practice that breaches a TPP or a TPP Code, and
 - (b) co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with, the exercise of the functions of the information privacy commissioner under the Information Privacy Act.

7.2 Contractor to protect Territory Information

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person, nor deal with the Information in any way except for the purpose of this Agreement, without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law;
 - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers;
 - (c) generally available to the public; or
 - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.

- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT).

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 6 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 7 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees;
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue; or
- (8) is disclosed to the integrity commissioner.

9. Secure Local Jobs

9.1 Definitions for this clause

- (1) This **clause 9** applies if **Item 8 Schedule 1** states that it applies.
- (2) In this **clause 9**:
 - (a) **Adverse Ruling** means a ruling by any court, tribunal, board, commission or other entity (including but not limited to the Fair Work Commission) with jurisdiction to determine the matter, that the Contractor or one of its Associated Entities has contravened an Industrial Law;
 - (b) **Applicable Subcontractor Work** means works or services that would, if provided to a Territory Entity, be “Territory-Funded Work”;
 - (c) **Approved Auditor** has the meaning as set out in the Procurement Act;
 - (d) **Associated Entity** has the meaning given by section 50AAA of the *Corporations Act 2001* (Cth);
 - (e) **Code** means the Secure Local Jobs Code;
 - (f) **Full Details** means:
 - (i) the nature of the Adverse Ruling;
 - (ii) any conviction recorded or adverse finding made in respect of the Adverse Ruling;
 - (iii) any penalty or orders imposed by a court, tribunal, board, commission or other entity in respect of the Adverse Ruling and the maximum penalty that could have been imposed under the relevant Industrial Law;
 - (iv) the name of the court, tribunal, board, commission or other entity, the jurisdiction in which the proceeding or prosecution was brought, the date on which the

proceeding or prosecution commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, board, commission or other entity;

- (v) the name of the entity against which the Adverse Ruling was made; and
 - (vi) any other relevant information that the Contractor may rely on as grounds for not terminating this Agreement as a result of the Adverse Ruling;
 - (g) **Industrial Law** means any Commonwealth, State or Territory legislation that deals with matters relating to industrial relations and includes employment and workplace safety obligations;
 - (h) **Labour Relations, Training and Workplace Equity Plan** has the meaning as set out in the Procurement Act;
 - (i) **Registrar** has the meaning as set out in the Procurement Act;
 - (j) **Secure Local Jobs Code** has the meaning as set out in the Procurement Act;
 - (k) **Secure Local Jobs Code Certificate** has the meaning as set out in the Procurement Act;
 - (l) **Territory Entity** has the meaning as set out in the Procurement Act; and
 - (m) **Territory-Funded Work** has the meaning as set out in the Procurement Act.
- (3) For the purposes of **clause 9.2(2)** and **clause 9.3(5)** the form set out in the **Attachment** is approved unless otherwise advised by the Territory.

9.2 Subcontractors performing Applicable Subcontractor Work

- (1) The Contractor must, in relation to any subcontractors engaged to perform Territory-Funded Work:
 - (a) ensure terms are included in the agreement with the subcontractor:
 - (i) requiring the subcontractor to comply with the Code; and
 - (ii) imposing obligations on the subcontractor in the same form as those set out in **clause 9** and imposed on the Contractor (subject to any necessary variation to reflect the different parties);

- (b) ensure:
 - (i) the subcontractor holds a Secure Local Jobs Code Certificate; and
 - (ii) the subcontractor maintains a Secure Local Jobs Code Certificate during the term of their agreement; and
 - (iii) the obligations in **clause 9.2(1)(b)(i)** and **clause 9.2(1)(b)(ii)** are included in the relevant agreement with the subcontractor.
- (2) The Territory may by written notice request the Contractor obtain a statutory declaration from a subcontractor engaged to perform Applicable Subcontractor Work regarding its compliance with the Code and provide it to the Territory within 15 business days of the date of the written notice. The Contractor must use its reasonable endeavours to ensure the subcontractor supplies the declaration to enable the Contractor to comply with this **clause 9.2(2)**.
- (3) The Territory (or nominated representative) and Approved Auditors may, at the Territory's cost, access records kept by subcontractors engaged to perform Applicable Subcontractor Work and conduct audits and other reviews and checks, to monitor compliance with this clause and the Code, except in circumstances where a nomination would result in a conflict with Commonwealth laws.

9.3 Contractor's Secure Local Jobs responsibilities

- (1) The Contractor must comply with all of its obligations under the Code.
- (2) The Contractor must maintain a valid Secure Local Jobs Code Certificate during the term of the Agreement.
- (3) Failure of the Contractor to maintain a valid Secure Local Jobs Certificate will constitute a breach of an essential term of this Agreement entitling the Territory to terminate the Agreement on written notice to the Contractor.
- (4) If at any time during the term of the Agreement an Adverse Ruling is made, the Contractor must, within 7 Business Days of the making of the Adverse Ruling, provide a statutory declaration by an authorised representative of the Contractor setting out the Full Details of the Adverse Ruling and (if applicable) any existing or planned remedial measures taken or to be taken to prevent a contravention, breach or offence similar to the contravention, breach or offence on which the Adverse Ruling is based from recurring.

- (5) The Contractor must provide the Territory with a statutory declaration in a form approved by the Territory regarding its compliance with the Code:
 - (a) within 5 working days of a written request from the Territory; and
 - (b) if requested in writing by the Territory, at the time the Contractor provides an Invoice.
- (6) Failure of the Contractor to provide a statutory declaration in accordance with **clause 9.3(5)** or the making of a false statement in a statutory declaration by the Contractor or its representative will constitute a breach of this Agreement.
- (7) If the Contractor fails to provide a statutory declaration in accordance with **clause 9.3(5)(b)** the Territory may withhold payment of monies otherwise due to the Contractor in respect of the relevant Invoice until the statutory declaration is received.
- (8) The Territory may require that Contractor conduct face-to-face induction sessions with employees at the commencement of Territory-Funded Work or commencement of employment in relation to Territory-Funded Work.
- (9) The Territory may require a union workplace delegate or employee representative to attend staff induction sessions held by the Contractor except in circumstances where attendance would result in a conflict with Commonwealth laws.
- (10) The Contractor must, at all reasonable times, allow the Territory, Registrar or person nominated by the Territory or Registrar to enter the Contractor's worksite where the Territory-Funded Work is being performed in order to undertake education and awareness raising activities in relation to the Code. A person may not be nominated by the Territory or Registrar under this **clause 9.3(10)** in circumstances where entry would result in a conflict with Commonwealth laws.
- (11) The Territory (or nominated representative) and Approved Auditors may, at the Territory's cost, access records kept by the Contractor and conduct audits and other reviews and checks, to monitor compliance with this clause and the Code, except in circumstances where a nomination would result in a conflict with Commonwealth laws.
- (12) If the Contractor was required to submit a Labour Relations, Training and Workplace Equity Plan as part of its tender for the Services:
 - (a) the Contractor must implement its commitments set out in its Labour Relations, Training and Workplace Equity Plan;

- (b) the Contractor must report to the Territory on its compliance with **clause 9.1(12)(a)** quarterly during the term of this Agreement;
- (c) the Contractor must attend any meetings scheduled by the Territory to review its progress in implementing its commitments set out in the Labour Relations, Training and Workplace Equity Plan; and
- (d) failure to comply, in whole or in part, with the commitments contained in any Labour Relations, Training and Workplace Equity Plan may be taken into account in the award of future contracts for Territory Entities and/or the granting of future Secure Local Jobs Code Certificates by the Registrar.

10. Insurance and indemnity

10.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 4 Schedule 1**, and any other insurance specified in **Item 4 Schedule 1** with a Prescribed Insurer.

10.2 Indemnity

- (1) The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.
- (2) For the avoidance of doubt, any loss or damage to the roads or fire trails caused by the Contractor's provision of the Services is included under the indemnity in **clause 10.2(1)**.

10.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 10.2(1)** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

11. Termination

11.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is the subject of an Insolvency Event;

- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory; or
 - (b) is not capable of being remedied.

11.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination; and
 - (b) subject to **clauses 11.2(2) and 11.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
 - (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services; and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

11.3 No prejudice

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

12. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will

endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, refer to matter to appropriate senior executives with authority to finally resolve the matter.

- (2) Nothing in this **clause 12** will prejudice the rights of either party to institute proceedings to enforce this Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

13. General

13.1 Cooperation

Each party will fully cooperate with each other to ensure timely progress and fulfilment of this Agreement.

13.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

13.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

13.4 No assignment or subcontracting

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches **clause 13.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

13.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

13.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

13.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

13.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

13.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

13.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of five business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgement of receipt by any means;

- (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address;
or
- (c) the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

13.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

13.12 Survival of clauses

- (1) All provisions of this Agreement which, expressly or by implication from their nature, are intended to survive rescission, termination or expiration of this Agreement will survive the rescission, termination or expiration of this Agreement, including any provision in connection with:
 - (a) the Territory's rights to set-off and recover money;
 - (b) confidentiality or privacy;
 - (c) intellectual property rights;
 - (d) audit;
 - (e) any obligation to make any accounts and records available to the Territory;
 - (f) any indemnity, release or financial security given under this Agreement; and
 - (g) any right or obligation arising on termination or expiry of this Agreement.
- (2) No provision of this Agreement which is expressed to survive the termination, rescission or expiration of this Agreement will prevent any other provision of this Agreement, as a matter of interpretation, also surviving the termination, rescission or expiration of this Agreement.
- (3) No right or obligation of any party will merge on completion of any transaction under this Agreement. All rights and obligations under this Agreement survive the execution and delivery of any transfer or other document which implements any transaction under this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contact Officers

See clauses 1.1 and 13.10

For the Territory:

Scott Saddler
National Arboretum Canberra, Forest Drive Off
Tuggeranong Parkway,
Molonglo Valley, 2611

For the Contractor:

Sch 2.2(a)(ii)

Item 2. Term

See clauses 1.1 and 3

From the date of this Agreement until 5 years after the date of this Agreement.

Despite **clause 13.7**, the parties agree that the Territory may extend the Term in its absolute discretion for a further one (1) period of up to two (2) years on the terms and conditions then in effect, by giving written notice to the Contractor prior to the expiration of the then current Term.

Item 3. Specified Personnel

See clauses 1.1 and 6

Not applicable.

Item 4. Other amounts and insurance

See clause 10.1

- (1) Public liability insurance: \$20 million (in respect of each claim).
- (2) Any insurance required under the *Road Transport (Public Passenger Service) Act 2001* or other legislation

Item 5. Territory Information

See clauses 1.1 and 7

Item 5 not used.

Item 6. Confidential Text

See clauses 1.1 and 8

Item 6 not used – there is no Confidential Text.

Item 7. Grounds for confidentiality of Confidential Text **Item 7** not used.

See clause 8

Item 8. Secure Local Jobs **Clause 9** does not apply.

See clause 9

SCHEDULE 2

THE SERVICES

Item 1. Description of Services

- (1) The Contractor must:
 - (a) Provide a one-way transport (bus) shuttle service from within Stromlo Forest Park (SFP) to the summit of Mount Stromlo (Leased Land – Australian National University) along the Route.
 - (b) Solicit and carry fare-paying passengers between SFP and the summit of Mount Stromlo along the Route.
- (2) The Contractor may undertake other activities as agreed by the parties in writing.

Item 2. Shuttle Service Schedule

- (1) The Contractor must provide a consistent and timely service that meets any advertised service schedule.
- (2) The Contractor must provide service schedule information and timetables in a manner that is readily accessible and understood by members of the public.
- (3) The one-way service must, at a minimum, operate every 40 minutes within the following times for each day, with the first service of each day to leave SFP at the first time specified below for that day, and the last service of each day to leave SFP at the second time specified below for that day as per the schedule below (**Service Schedule**):
 - Saturdays and Sundays 8:30am – 4:00pm
 - Public Holidays 8:30am – 4:00pm
 - School Holidays Subject to demand
 - Other days Subject to demand
- (4) The parties may, if mutually agreed in writing, expand the Service Schedule and the ticket types in Item 4 Schedule 2, to account for increasing demand, including with respect to any expansion of the Service Schedule for daylight savings.

Item 3. Contractor's Terms and Conditions

- (1) The Contractor must publish and clearly display its terms and conditions including its ticket prices/fare structure as specified in **Item 1 Schedule 7** relating to the Services and sale of tickets in the following places:
 - (a) on the Contractor's website;
 - (b) at point of sale within the Contractor's booking system;
 - (c) in confirmation emails after purchase;
 - (d) in the Contractor's buses used for the provision of the Services; and

- (e) when customers are purchasing tickets onsite.

Item 4. Fare Structure and seating

- (1) The Contractor must provide the following ticket types to customers at the prices indicated in the below table. Any changes to the price or types of tickets offered by the Contractor must be agreed by the parties in writing.

Ticket Type	Cost (inc GST)	Additional T& C's
Day Pass - Weekday	\$70	Available Mon-Fri except public holidays
Day Pass – Weekend and Public Holidays	\$80	
Twilight Pass	\$30	Friday nights 4:30pm - 7:30pm during daylight savings.
10 Ride Pass	\$120	Valid for 10 rides over 3 months. Can be shared.
25 Ride Pass	\$250	Valid for 25 rides over 12 months. Can be shared.
Single Ride Pass	\$15	

- (2) The Contractor must manage any priority seating with respect to various ticket holders, in a clear and transparent fashion.

SCHEDULE 3

THE CONTRACT PRICE

Item 1. Contract Price

Sch 2.2(a)(xiii)

Item 2. Payment Terms

Payment must be deposited into a nominated Territory bank account no later than 14 days after the last day of each calendar month. The Contract Price is inclusive of GST and all other taxes, duties and charges.

Item 3. Payment Reporting and Record Keeping

On the day each payment is made, the Contractor must provide the Territory's Contact Officer an Electronic record (**Service Report**) that clearly identifies all revenue income transactions for the Services provided under this Agreement. The electronic record must include a list of all revenue transactions for the month, including but not limited to:

- (a) the month and year of the relevant Service Report;
- (b) the type of each revenue transaction (i.e. the ticket type,);
- (c) the amount of income received for each transaction;
- (d) the total income received for all transactions; and
- (e) the percentage and amount of income transactions payable to the Territory.

SCHEDULE 4

SPECIAL CONDITIONS

See clause 13.11

Item 1. Changes in control of Contractor

In addition to the circumstances set out in **clause 13.4(2)**, for the purposes of **clause 13.4**, “control” includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

Item 2. Audit

Without limiting the powers of the Territory’s Auditor-General under the *Auditor-General Act 1996 (ACT)* the Territory (or its nominated representative) may, at its cost, inspect records kept by the Contractor and conduct audits and other checks, to monitor the Contractor’s delivery of the Services and compliance with this Agreement. The Contractor must act reasonably to cooperate with persons authorised to conduct an audits or checks.

Item 3. Complaints in relation to interference with privacy

3.1 A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory in accordance with the following procedures, unless otherwise provided for in a TPP privacy policy made under TPP 1.3 which applies to a Territory agency as relevant to this Agreement:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person’s consent; and

- (3) after the Territory has given or been given notice under (1) or (2), it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

3.2 This item survives the expiry or earlier termination of this Agreement.

Item 4. Work Health and Safety

4.1 The following definitions apply in this Item:

- WHS Legislation**
- (1) the *Work Health and Safety Act 2011* (ACT);
 - (2) the *Work Health and Safety Regulation 2011* (ACT);
 - (3) all instruments issued under the *Work Health and Safety Act 2011* or the *Work Health and Safety Regulation 2011*;
 - (4) all laws that replace the above laws; and
 - (5) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

4.2 The obligations set out in this Agreement do not detract from the Contractor's obligations under the WHS Legislation. If there is an inconsistency between this Agreement and the WHS Legislation, the Contractor must comply with the WHS Legislation and inform the Territory of the inconsistency.

4.3 The Contractor must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.

4.4 The Contractor must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.

4.5 The Contractor must institute and maintain systems to obtain regular written assurances from all subcontractors and other entities engaged to perform Services about their ongoing compliance with the WHS Legislation including the due diligence obligation contained in the WHS Legislation.

4.6 The Contractor must provide the written assurances obtained under **Item 4.5 Schedule 4**, together with written assurances from the Contractor about the Contractor's ongoing compliance with WHS Legislation, to the Territory when requested.

- 4.7 The Contractor must provide the Territory with a written report on all work health and safety matters referable to the conduct of the Services, or any other relevant matters required by the Territory including a summary of the Contractor's compliance with WHS Legislation, at least once per month, and at other times as requested.
- 4.8 The Contractor must exercise a duty of utmost good faith to the Territory in carrying out the work under this Agreement to enable the Territory to discharge the Territory's duties under the WHS Legislation.
- 4.9 The Contractor must ensure that if any law requires that a person:
- (1) be authorised or licensed (in accordance with WHS Legislation) to carry out any work at a workplace, the person is so authorised or licensed and complies with any conditions of such authorisation or licence; or
 - (2) has prescribed qualifications or experience, or if not, is supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised.
- 4.10 The Contractor must ensure that if any law requires that a workplace, plant or substance, design, or work (or class of work) be authorised or licensed, that workplace, plant or substance, design or work is so authorised or licensed.
- 4.11 The Contractor must not direct or allow a person to carry out work, or use plant or a substance at a workplace unless the authorisation, licensing, prescribed qualifications or experience required by any law and **Items 4.9** and **4.10** are met.
- 4.12 If requested by the Territory or required by WHS Legislation, the Contractor must produce evidence of any approvals including any authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Territory before the Contractor or any subcontractor commences such work.
- 4.13 If the Territory reasonably considers that a risk of injury to people or damage to property is arising or likely to arise from the activities of the Contractor (or any of its subcontractors) the Territory may direct the Contractor (or the relevant subcontractor) to change its manner of working or cease working and the Contractor or subcontractor must comply.
- 4.14 The Territory may take any action necessary to protect property or to prevent or minimise risk to health and safety of persons, which the Contractor must take but does not and the Territory may recover any costs associated with such action from the Contractor.
- 4.15 The Contractor must systematically manage its work health and management processes in accordance with the systems, plans, standards and codes specified in this Agreement and the WHS Legislation.

- 4.16 The Contractor must demonstrate to the Territory, whenever requested, that the Contractor has met and is meeting at all times, its obligations under this Item but such demonstration does not relieve the Contractor of its primary obligation to perform work safely.

Item 5. Applicable Legislation

- 5.1 The Contractor must comply with the *Road Transport (Public Passenger Services) Act 2001* and any directions provided by the Road Transport Authority.

Item 6. Representation and Reputation

- 6.1 The Contractor must not represent the Services as a service provided by the Territory.
- 6.2 The Contractor may use a logo or branding containing or representing Stromlo Forest Park or other Territory entities, only with written approval from the Territory and in a manner that conforms with that approval.
- 6.3 If a Territory logo is approved in accordance with **Item 6.2 Schedule 4**, the Territory grants to the Contractor a royalty free, non-exclusive and limited licence, to use the logo for the purposes as specified in the written approval
- 6.4 The Contractor must provide a professional service and must not undertake actions that may negatively affect the reputation of, or lead to unwanted or unfavourable publicity of, Stromlo Forest Park or the Territory. This includes activities and comments made by the Contractor on social media.

Item 7 Approval to Access Land Controlled by Australian National University (ANU)

- 7.1 Access to the ‘-off’ point on the summit of Mount Stromlo is subject to the continued approval of the ANU including any conditions stipulated by the ANU. The Contractor must ensure that it and all of its personnel, comply with any conditions of the ANU, which may change from time to time. At time of commencement; these conditions include:
- (a) attending an initial induction by the ANU Research School of Astronomy & Astrophysics (**RSAA**) Site Officer, prior to commencing the Services and each driver who the Contractor intends to be involved in providing the Services must attend an induction session before being involved in providing the Services.
 - (b) complying with speed limits- the Mt Stromlo Road is a 60k zone and it is 40K on the ANU RSAA campus, bordered by the boom gate. Caution must be exercised as the road is in generally poor condition and narrows with bends and turns.

- (c) complying with all signage, no overtaking at any point and using common sense in every regard to safety.
- (d) respecting other road users, which include cars, delivery trucks and service vehicles, cyclists, joggers, charter buses, pensioners etc.
- (e) being aware of wildlife and minimising the risk of injuring wildlife and the risks posed by wildlife to road users- RSAA Mount Stromlo Observatory is a haven for many species including kangaroo, wombat, echidna, lizards and currently numerous snakes. Kangaroos are of particular hazards to vehicles.
- (f) if there is a serious incident or emergency- call 000 in the first instance and log with ANU Security as possible 6125 2249.
- (g) Incident Reporting- the Contractor must report all incidents to ANU Operations Manager or Site Officer in writing with all details of the incident including time/date/nature of incident/outcome/future preventative action within 24 hours of the incident occurring .
- (h) WH&S- Driver must have current First Aid training and first aid supplies within the vehicle.
- (i) Bush Fire- the Contractor must be alert to weather conditions, take all steps to reduce the risk of starting fires and respect ANU site closures as they occur.
- (j) Boom gate-Summer time is 6am-8pm; Winter 6am-6pm. There will be a CCTV camera at this point for visual security.

Item 8 Operating within Stromlo Forest Park

8.1 Speed Limit and Right of Way

The Contractor must ensure that it complies with the speed limits within the Stromlo Forest Park section of the Route. The Contractor must give way to all pedestrians, cyclists and horses and exercise a high degree of caution when exiting Stromlo Forest Park onto the Mount Stromlo summit road.

8.2 Passenger Pick-up

The Contractor must ensure that the pick-up point for passengers is located at least two metres off the road and must provide safe access for passengers and the loading of bicycles.

8.3 Gates

The Contractor must ensure that all gates are closed by a driver or staff member of the Contractor each time the Contractor's vehicle accesses or exits

the gates. Gates can be closed and 'dummy locked' (to provide the appearance of being locked) during the daily service but all gates must be fully locked before departure from the park at end of the daily service. The Territory reserves the right to review this clause if security issues become apparent.

8.4 Risk Assessment

The Contractor must prepare a Risk Management Plan for review by the Territory prior to the commencement of the Service. The Contractor must comply with any risk mitigation/treatment strategy specified in the Risk Management Plan. Receipt of the Risk Management Plan does not indicate acceptance of any liability on the part of the Territory with respect to any risks detailed in the Risk Management Plan.

8.5 Site Induction

All Contractor staff or sub-contractors must complete the Stromlo Forest Park Site Induction process before working within the Park.

8.6 Working with Vulnerable People Registration.

All Contractor staff working within Stromlo Forest Park are required to be registered to work with vulnerable people under the *Working with Vulnerable People (Background Checking) Act 2011*. Registration can be made through Access Canberra.

8.7 Route Clearing and maintenance

- (a) The Contractor must pay 50% of the costs for the annual maintenance of the roadway on Holdens Creek road (back access road). The Territory will invoice the Contractor for such costs.
- (b) For clarity, **Item 8.7(a)** does not require the Contractor to contribute to the cost of repairs for any damage caused by storms.
- (c) The fee in **Item 8.7(a)** must not exceed \$10,000 annually.
- (d) The parties must renegotiate this **Item 8.7** if there are any significant changes to Holdens Creek road, such as it being made open to the public, changed access arrangements or road sealing works

8.8 Use of the Depot

- (a) At the Territory's discretion, the Contractor may use the Depot.
- (b) If the Territory allows the Contractor to use the Depot, the Contractor must comply with the Stromlo Forest Park Depot – User Site rules attached in **Schedule 6**.
- (c) The Contractor must pay within 30 days of receipt of an invoice:

- (i) if there is separate metering of water and electricity to the Depot, all charges for electricity and water metered and used by the Contractor at the Depot;
- (ii) all charges in respect of any telephone or other communication services used by the Contractor connected to the Depot; and
- (iii) all other charges for the supply of any services separately supplied to the Depot and used by the Contractor.

8.9 Closure of Stromlo Forest Park

- (1) The Territory may, at its sole discretion, close Stromlo Forest Park, or deny the Contractor the right to provide the Services, for the following reasons:
 - (a) extreme weather conditions (e.g. too much rain risking damage to trails, or extreme heat and bushfire risk);
 - (b) major events where the Contractor cannot use the parts of the Route;
 - (c) construction projects at Stromlo Forest Park which may impede the provision of the Services from time to time.
- (2) If the Territory takes action under **Item 8.9(1) Schedule 4**:
 - (i) it must give the Contractor as much notice as is reasonably practicable; and
 - (ii) the Territory is not liable to the Contractor for any losses the Contractor suffers.

Item 9 Data sharing

- 9.1 Upon request, the Contractor must share with the Territory any postcode and demographic data captured from the provision of the Services.
- 9.2 Any information or data shared under **Item 9.1 Schedule 4** must not be Personal Information, or must be de-identified in accordance with section 18 of the Information Privacy Act.
- 9.3 Nothing in this **Item 9** affects the Contractor's obligations under **clause 7**.

SCHEDULE 5

THE SERVICE ROUTE

Item 1. Route Modification

The Territory may divert or modify the Route at the Territory's discretion in the event that construction activities occurring in Stromlo Forest Park interfere with the Route.

Item 2. Route Map

The Route is identified on the following page:

2.1 Route



- Stromlo Forest Park (Restricted access road)
- Mt Stromlo Road (public road)
- Mt Stromlo Road (ANU managed)

SCHEDULE 6

Stromlo Forest Park Depot – User Site Rules

- DO NOT block egress/access gate at any time, this is an Emergency Evacuation route.
- Do not park vehicles/plant or conduct activities that will restrict access or adversely affect other Depot users.
- No “private” locks are to be placed on the Depot or any other gate within SFP managed lands, without prior approval of SFP Management.
- Contractors/Users must register any chemicals or fuels with SFP Management and store any chemical or fuels to comply with legislated and SFP WHS requirements.
- Contractors/Users must comply with any other relevant legislated or SFP WHS requirements.
- No stockpiles or storage of any materials without prior approval of SFP within the exclusive, common, or any other areas within SFP managed lands.
- Contractors/Users will keep their area and immediate surroundings of their area tidy, free of any rubbish, weeds & vermin.
- Contractor/Users must keep the Depot gate locked and security system armed when Depot is unoccupied.
- The Depot has a monitored alarm system. Contractors/Users are responsible for arming and disarming this alarm with supplied “fobs”.
Any security call-out fees incurred because of a false alarm, failing to disarm/arm the alarm system, which are deemed as a result of the Contractor/User actions/inaction; may result in the costs being passed onto the Contractor/User.
- SFP Management takes no responsibility for any theft, fire or any other event that may cause damages to Contractor/User assets or deny access to the Depot from above mentioned events.
- The Contractor/User acknowledges that the Depot is situated within a forested area and this site has been subject to historic bushfires. Contractors/Users to be mindful of this, be aware of the current Fire Danger Rating and take appropriate precautions when conducting any spark or flame creating activities.
- Access to SFP will be restricted as per the Elevated Fire Danger Action – Stromlo Forest Park; whereby fire danger rating of Extreme or Catastrophic will close the Park.
- Contractors/User acknowledges that at times, events may be booked within the Park and this may temporarily affect access to the Depot. SFP Management will notify Contractors/Users of any upcoming events that may affect Depot access.

- All reportable injuries or near misses must be reported to SFP Management as soon as practicable.

SCHEDULE 7

CONTRACTOR'S TERMS AND CONDITIONS

Item 1 – Contractor's Terms and Conditions

The Contractor must display the following terms and conditions in accordance with **Item 3 Schedule 2**. Any changes to the below terms and conditions must be approved by the Territory in writing:

You are purchasing tickets to a shuttle bus service. We are only responsible for transporting you and any equipment you have up the hill. You are responsible for your own wellbeing riding back down the hill.

We do not assess a rider's capability and are providing a transport service only.

We can provide Instruction and Guiding as well, but they are completely separate services to the shuttle bus transport. Contact us, or browse our website if you'd like details.

We now have a self-loading and unloading hang by your front wheel trailer. There is a good amount of room between the bikes, but please be mindful of other people's bikes when you load/unload. There is however a risk of scratches, minor damage etc being transported in this manner and we will be as careful as possible but take no responsibility for this damage.

We reserve the right to remove and/or ban anybody behaving in what we consider an inappropriate or threatening manner or damaging ours or other participants equipment.

As we are public transport in the ACT, the wearing of face masks over the age of 12 is encouraged.

Cancellation policy forms part of these terms and conditions.

Cancellation Policy:

If you have purchased a shuttle day pass for a day that is cancelled by us, we will offer you a credit with us or a refund of the cost of the day pass within 14 days.

If you have purchased a shuttle day pass for a day that you cancel, you must give at least 4 days notice to receive a refund less a \$5 admin fee, or a credit for another day with no admin fee. For cancellations between 3 days and 24hrs notice, you may have credit for another day. There is no refund or credit applied for no show or cancellation on the day.

Example 1: George bought 4 shuttle tickets for Saturday. On the Tuesday before the Saturday, George advises us that only 3 people can make it. As it is 4 days before the scheduled visit, George can elect to have a refund of 1 ticket (less a \$5 admin fee) or have the value of 1 ticket credited to his account with us.

Example 2: George bought 4 shuttle tickets for Saturday. On the Thursday before the Saturday, George advises us that only 3 people can make it. As it is 2 days before the scheduled visit, George is given the value of 1 ticket credit to his account with us.

Example 3: George bought 4 shuttle tickets for Saturday. George turned up on the Saturday with 3 people. There is no credit or refund applied to this booking as there was a no show on the day.

DATE OF THIS AGREEMENT is the date of this Agreement, after the first party has signed

Sch 2.2(a)(ii)

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of

Sch 2.2(a)(ii)

Signature of witness

SCOTT SADDLER
Print name

AHMED KHAW
Print name

20/3/23
Date

20/3/23
Date

SIGNED by or for and on behalf of Dynamic Motivation Pty Ltd ABN 47 153 158 444 in the presence of

Sch 2.2(a)(ii)

Signature of director/ secretary *
*DELETE whichever is not applicable (see note below)

10th March 2023
Date

Print name

Date

Note:

Company:

Must be signed in accordance with section 127 of the Corporations Act 2006 (Cth), for example by 2 directors or a director and a secretary. Company seal may be affixed if required under the Company's constitution.

From: "Saddler, Scott" <Scott.Saddler@act.gov.au>
Sent: 02/05/2022 3:11 PM
To: "Thompson, Daniel" <Daniel.Thompson@act.gov.au>
Cc: "Cunningham, Catherine" <Catherine.Cunningham@act.gov.au>
Subject: Re: Request for legal advice - early tender process - DM Services Agreement

Proceed

Get [Outlook for iOS](#)

From: Thompson, Daniel <Daniel.Thompson@act.gov.au>
Sent: Monday, May 2, 2022 1:58:35 PM
To: Saddler, Scott <Scott.Saddler@act.gov.au>
Cc: Cunningham, Catherine <Catherine.Cunningham@act.gov.au>
Subject: FW: Request for legal advice - early tender process - DM Services Agreement

UNOFFICIAL

Hi Scott,

For your approval please, request for legal advice to determine whether an early tender process is possible with Dynamic Motivation's current Services Agreement

Thanks

From: Cunningham, Catherine <Catherine.Cunningham@act.gov.au>
Sent: Monday, 2 May 2022 1:34 PM
To: Thompson, Daniel <Daniel.Thompson@act.gov.au>
Subject: Request for legal advice - early tender process - DM Services Agreement

UNOFFICIAL

Hi Dan,

Please find attached a request for.

If you could please review and seek Scott's approval.

Cheers
CC

Catherine Cunningham

Business Development Officer | National Arboretum Canberra and Stromlo Forest Park Branch

E catherine.cunningham@act.gov.au | T 02 6205 9687

Economic Development – Chief Minister, Treasury and Economic Development Directorate
ACT Government

Please note I do not work Wednesdays.

From: "Cunningham, Catherine"
Sent: 09/09/2022 3:37 PM
To: Sch 2.2(a)(ii)
Cc: "Thompson, Daniel" <Daniel.Thompson@act.gov.au>
Subject: RE: Request for Quote (RFQ) - SFP shuttle bus services
Attachments: RFQ questions.docx, Elevated Fire Danger & Adverse Weather Action Plan Stromlo Forest Park 2021-22 V6.0.doc

UNOFFICIAL

Sch 2.2(a)(ii)
Hi

Thank you for your email.

Attachment one contains the answers to your questions, and attachment two relates to the question surrounding SFP's closure policy for weather events.

If you have any further queries, please don't hesitate to let us know.

Kind regards,

Catherine

Catherine Cunningham

Business Development Officer | National Arboretum Canberra and Stromlo Forest Park Branch

E catherine.cunningham@act.gov.au | T 02 6205 9687

Economic Development – Chief Minister, Treasury and Economic Development Directorate
ACT Government

Please note I do not work Wednesdays.

From: Sch 2.2(a)(ii)
Sent: Friday, 9 September 2022 12:28 PM
To: Cunningham, Catherine <Catherine.Cunningham@act.gov.au>
Cc: Thompson, Daniel <Daniel.Thompson@act.gov.au>
Subject: Re: Request for Quote (RFQ) - SFP shuttle bus services

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Hi
Catherine,

Thank you

for sending this RFQ through. We have some questions, please see attached. We may have some more questions however this will get the ball rolling. Please confirm receipt of this email and attachment.

Regards,

Sch 2.2(a)(ii)

On 5 Sep 2022, at 1:14 pm, Cunningham, Catherine <Catherine.Cunningham@act.gov.au> wrote:

UNOFFICIAL

Hello All,

Thank you for expressing interest in the Request for Quote (RFQ) process for shuttle bus services at Stromlo Forest Park (SFP).

Please find attached the documentation pertaining to this RFQ for your review and completion. Responses are due by **COB Monday, 19 September**.

If you have any queries, please don't hesitate to let me know.

Kind regards,

Catherine

Catherine Cunningham

Business Development Officer | National Arboretum Canberra and Stromlo Forest Park Branch

E catherine.cunningham@act.gov.au | T 02 6205 9687

Economic Development – Chief Minister, Treasury and Economic Development Directorate
ACT Government

Please note I do not work Wednesdays.

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<CM2222370 RFQ Supplier Response Form.docx>

<Request for quote - SFP Shuttle Bus Services.pdf>

Can you please advise what are the details/requirements as set out in A.A.3 THE REQUIREMENT? We are requested to detail how we meet these within the Detailed Proposal and Capacity to Deliver sections of the RFQ. Please note this is simply the requirements outlined in the brief attached to the RFQ request titled: "Request for Quote – SFP Shuttle Bus Services."

Please advise if there are any Threshold Assessment Criteria as mentioned by title in the RFQ? No threshold assessment criteria. Please ignore.

What is the start date of the new Service Agreement for shuttles in SFP? 27 March 2023.

Is the SFP Shuttle Service Agreement exclusive or non-exclusive? Exclusive.

Can you please advise how many shuttle riders visit the park over a 12-month period on a month-by-month basis? This will help determine vehicle/trailer numbers required to meet the existing demand and appropriate fee structure attached. Plus enable us to create a business case around the shuttle service. Annual visitors to SFP is approximately 500,000. We do not have monthly or annual shuttle rider statistics. The existing operator would track this information, but they are not required to disclose this under their Services Agreement.

Can you please advise who and how the trails are maintained? How many trail crew maintain the trails and how often? Trails are maintained by external contractor, Iconic Trails.

Can you please advise the annual trail maintenance budget and how this is funded? SFP is funded by the ACT Government, and we cannot divulge budget allocations.

Are there any current plans for new / additional trails in SFP? Is so, are they funded? There are plans to commission a Trails Masterplan, but there is currently no funding secured for the recommended delivery of any new/additional trails that come out of this process.

Is there scope to lease a retail premises within SFP? Not at this stage. As part of the Masterplan delivery, future retail opportunities are intended, but we cannot say when this will come into fruition.

Can you please advise the status/progress of the Chairlift / Gondola service mentioned in the Masterplan? There are no plans to progress this project in the short-medium term.

How many licensed mountain bike operators are there in SFP (i.e., tour guides, skills providers etc.)? There are seven regular bookers (varying group sizes), and an estimated ten+ actual skills providers. No tour guides to our knowledge.

Who provides the first aid bike patrol service at SFP? Nil. How many first aiders are on staff in peak and off-peak times? How is this funded? SFP management fund first aid materials for use onsite as required, including a first aid kit and defib. One full-time, SFP employee works onsite Monday to Friday and has first aid training. Event organisers are responsible for their own event first aid. Most of the public call ACT Ambulance service if they require medical assistance, and Ambulances/Emergency services have been provided with site access keys.

What is the SFP park closure policy for weather events (i.e., wet, fire, wind, heat etc.)? Please see attached document, noting this year's version is still being updated as fire ratings have changed. The updated document will need ultimate sign off by Department heads.

How many times per year, on average, is SFP closed for these reasons? There have been three whole-of-site closures this calendar year.

Do you have a forthcoming event calendar for SFP? Both MTB and non-bike related. Our events calendar is active and up to date on the SFP website:

<https://www.stromloforestpark.act.gov.au/visit/events-and-closures>

How many of these events require the shuttle service to cease operations? In 2021-22, events that required the shuttle service to cease operations included:

- Stromlo Running Festival (November)
- Rocky Trails Superflow (May edition)
- CORC 24 hour (October)

In future this may vary depending on events proposed and their size.

Who approves/declines events for SFP? National Arboretum Canberra (NAC) and SFP Branch. Is there a maximum events per annum policy? No official policy at this stage. Is there a maximum event size policy? No, each request is reviewed and assessed on a case-by-case basis. If SFP can host the event adequately with the facilities and space available, it will be approved.

How are operations for SFP funded? ACT Government. NAC/SFP Branch is also currently seeking sponsorship opportunities to increase own-source revenue – see [Park Sponsorship - Stromlo Forest Park \(act.gov.au\)](#).

Who is responsible for marketing and PR of SFP? NAC/SFP Branch. The current commercial operators within the park also do their own marketing. How is this funded? ACT Government. What is the annual budget for these activities? We cannot divulge budget allocations.



ACT
Government

Chief Minister, Treasury and
Economic Development

Elevated Fire Danger and Adverse Weather Action Plan

Stromlo Forest Park

Version 6.0

September 2021

Document control

Prepared for	Chief Minister, Treasury and Economic Development Directorate
Document Owner	Deputy Under Treasurer Commercial Services and Infrastructure
File Name	Elevated Fire Danger Action Plan Stromlo Forest Park
Version	6.0
Status	Final

Revision	Description	Date	Author
0.1	Initial draft	January 2017	Senior Manager Audit and Risk
1.0	Final	January 2017	Senior Manager Audit and Risk
2.0	Revised Final	October 2017	Senior Manager Governance
3.0	Revised Final	September 2018	Senior Manager Governance
4.0	Revised Final	August 2019	Senior Director Governance
5.0	Revised Final	August 2020	Senior Director Governance
6.0	Revised Final	September 2021	Senior Director Governance

Review and authorisation

The Elevated Fire Danger Action Plan Stromlo Forest Park is to be reviewed and endorsed by the Under Treasurer.

Under Treasurer

Date

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Introduction

Purpose

The purpose of the plan is to establish appropriate bushfire safety strategies in a period of elevated fire danger as the property is located on bushfire prone land. The facility has been identified by the Directorate and ACT Rural Fire Service as a community asset vulnerable to the threat of bushfires.

The plan is considered *suitable* and *fit-for-purpose* to ensure that staff and visitors to the facility understand what actions must be undertaken if the facility is identified for 'temporary closure' during periods of elevated fire danger ratings or in the event of a bushfire attack.

Location

Stromlo Forest Park is a 1,200ha active recreation park in Molonglo. The main public entrance to the park is off Opperman Avenue North Wright and a secondary entrance to the Bushfire Memorial is off Swallowtail Road, Wright.

Supporting Information

Additional and supporting information in relation to Stromlo Forest Park's Bushfire Management and Operations can be sourced from the CMTEDD Bushfire Preparedness Framework.

Overview

Stromlo Forest Park is a world-class multi-use, recreational sporting facility available to both recreational and professional users. Stromlo Forest Park boasts a one-of-a-kind community facility with exceptional infrastructure for a variety of users.

It includes facilities such as:

- Bike Park
- Criterium Circuit
- Equestrian
- Cross Country Running and
- Recreational Users

Park Closure Fire Danger

Stromlo Forest Park will be **closed** to the public when:

1. The ACT Fire Danger Rating is raised to 'Extreme' or 'Catastrophic' or it is considered likely that one of these ratings will be declared in the following 24 hour period;
2. Under the advice or recommendation of the Emergency Services Agency; and/or
3. As per Storm Damage or Heavy Rains procedure.

Fire Danger Notification

The Emergency Service Agency (ESA) will send notifications via email to the following:

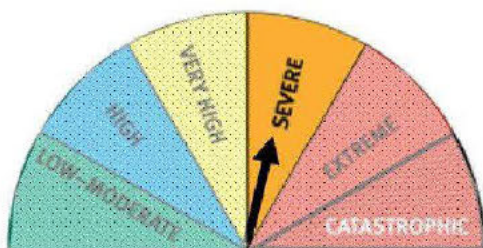
- SFP Senior Land Management Officer (mob 0466 342 954)
- National Arboretum Canberra (NAC) arboretum@act.gov.au
- Operations Manager NAC & SFP
- Executive Branch Manager | National Arboretum Canberra and Stromlo Forest Park Canberra

Notifications can be received by signing up to the ESA TOBAN subscription service at:

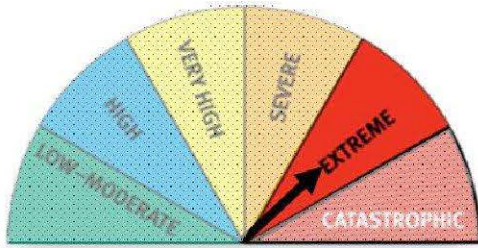
<https://esa.act.gov.au/toban-subscription>

NAC & SFP will monitor the Emergency Services Agency website www.esa.act.gov.au on days of Severe or greater fire danger in relation to expected or declared danger rating levels for the following day.

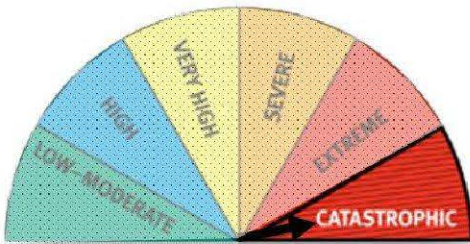
Actions



At the **Severe Fire Danger Level** the park may remain open although NAC & SFP may advise against using the park during hotter periods of the day. NAC & SFP retains the right to close the park on days of extreme heat (> 40 degrees Celsius).



At the **Extreme Fire Danger Level** Stromlo Forest Park will be closed to the public.



At the **Catastrophic Fire Danger Level** Stromlo Forest Park will be closed to the public.

Total Fire Bans

During days of declared Total Fire Ban and/or where the Fire Danger Rating (FDR) will exceed 25, NAC & SFP will halt any works in bushland areas that have potential to create ignition sources such as slash mowing or chainsaw operations. The SFP Senior Land Management Officer will notify any contractors working in the park the previous evening or in the morning of Total Fire Ban days or FDR >25.

Park Closure Procedures

For practical reasons, it will usually be necessary to not re-open the park after the previous night's closure. While it may generally be considered safe to use the park in the early morning of an Extreme fire weather day, closing the park during the day is problematic, especially while visitor cars remain in the car park.

If Stromlo Forest Park is to be closed; staff will:

- Notify appropriate senior management in CMTEDD;
- Advise the CMTEDD Communications Unit;
- As soon as possible; post closure messages on the SFP website, and social media accounts; and
- Notify the park's security service provider, to request gates are locked at normal closure time and kept locked until advised otherwise. The security provider will also display the appropriate signage on the main entry and Bushfire Memorial gates. The security provider has access to these signs.

While the park remains closed, staff will provide regular updates on social media and other channels.

While the park remains closed, and it is safe to do so, staff will regularly monitor the park for activity and advise any unauthorised users to leave.

Park Evacuation

The decision and procedure to evacuate the park for any reason shall be the primary responsibility of the ACT Emergency Services Agency or ACT Policing.

If staff are in, or near the park when an evacuation occurs, staff will provide advice and take all reasonable direction from the ESA (all sections) and ACT Policing.

If staff are first responders to any incident that they consider may require a full or limited evacuation, they shall first notify the Emergency Services Agency via the 000 telephone number and then take appropriate advice or action until assistance arrives.

If it is unsafe to leave the park due to fire or storms, the area directly in front of the pavilion building and the criterium track is the park's designated evacuation point. The location, construction and orientation of the change room and toilets may provide protection from fires and storms.

Storm Damage or Heavy Rains

NAC & SFP management may consider closing the park during or directly after a storm event or heavy rain. This closure may occur due to damage to trails, roads, facilities and car parks that can become unsafe or to limit further damage to these facilities

The park will generally remain closed until any damage is fully assessed and or repaired or until venue management determines that tracks and infrastructure will not be detrimentally damaged by opening. A staged reopening may be provided.

Heavy Rain

Cross Country Running (CCR) track – if ACT Sports Grounds are closed then generally the CCR will be closed. Notifications for ACT Sports Grounds are announced via <https://actsportsgrounds.act.gov.au/home>, normally for a weekend they are announced mid-afternoon Friday afternoons.

The CCR can also be closed following SFP Management's own assessment.

If the CCR track is to be closed; staff will:

- Notify appropriate senior management in CMTEDD;
- Advise the CMTEDD Communications Unit;
- As soon as possible; post closure messages on the SFP website, and social media accounts;
- notify any booked groups; and
- Place signage at entrances to CCR track.

SFP management will assess the CCR track for reopening.

From: Sch 2.2(a)(ii)
Sent: 14/07/2022 12:52 PM
To: "Thompson, Daniel" <Daniel.Thompson@act.gov.au>
Cc: "Cunningham, Catherine" <Catherine.Cunningham@act.gov.au>
Subject: Re: Request of Expression of Interest

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Hello Dan,
Apologies
for a very

brief reply but we are extremely busy at the moment... We would love to be included.
Please pass on any information.
Thank you

Sch 2.2(a)(ii)

IMPORTANT NOTE: This message and any attachments may contain privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message you are hereby notified that any use, distribution or reproduction of this message and any attachments is prohibited. Although we use virus scanning software, we deny all liability for viruses or alike in any message or attachment. If you have received this message in error please contact the sender immediately.

On 14 Jul 2022, at 12:44 pm, Thompson, Daniel <Daniel.Thompson@act.gov.au> wrote:

OFFICIAL

Hi Sch 2.2(a)(ii)

The National Arboretum and Stromlo Forest Park are looking into procurement for the shuttle bus services at our Stromlo Forest Park mountain biking facility, more info on our park can be found here <https://www.stromloforestpark.act.gov.au/>.

We are gauging interest from other providers and are wondering whether your company would like to be invited for our 'Request for Quote' process? We understand there may be location/distance/infrastructure challenges so at this stage there is no obligation to be included. I'd be happy to answer any questions you may have before deciding on receiving a formal Request for Quote.

Thanks

Dan

Dan Thompson | A/g Business Manager

Ph: (02) 620 50798 | Mobile: Sch 2.2(a)(ii)

National Arboretum and Stromlo Forest Park | Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government

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From: Sch 2.2(a)(ii)
Sent: 25/05/2022 3:40 PM
To: "Cunningham, Catherine" <Catherine.Cunningham@act.gov.au>
Cc: Sch 2.2(a)(ii); "Thompson, Daniel" <Daniel.Thompson@act.gov.au>
Subject: RE: Revised Deed - for your signature

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Thank you Catherine.
We will sign

and get this back to you by early next week.

Kind Regards,

Sch 2.2(a)(ii)



HOLIDAY *here* **THIS YEAR**

From: Cunningham, Catherine <Catherine.Cunningham@act.gov.au>
Sent: Tuesday, 24 May 2022 10:43 AM
To: Sch 2.2(a)(ii)
Cc: Sch 2.2(a)(ii); Thompson, Daniel <Daniel.Thompson@act.gov.au>
Subject: RE: Revised Deed - for your signature

OFFICIAL: Sensitive - Legal Privilege

Hello Sch 2.2(a)(ii)

I hope you're having a nice morning.

As discussed at our meeting last week, please find attached a Deed of Variation (**Deed**) that rectifies the mistakes in the previous Deed of Variation of 1 March 2022.

A variation has been made to Item 2 Schedule 1, which reverts to the original wording in the Agreement which contemplates two additional 1-year options to extend. Given the parties are already exercising the first option, this would mean that the parties have one remaining option to extend.

Should the parties wish to exercise this final option to extend, an exchange of written correspondence between the parties clearly showing mutual agreement would be enough to exercise the option. A further deed of variation would not be necessary, given the wording of Item 2 Schedule 1.

If you could please sign and return to me at your earliest, I'll send you through a fully executed copy.

Cheers

Catherine

Catherine Cunningham

Business Development Officer | National Arboretum Canberra and Stromlo Forest Park Branch

E catherine.cunningham@act.gov.au | T 02 6205 9687

Economic Development – Chief Minister, Treasury and Economic Development Directorate
ACT Government

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From: Sch 2.2(a)(ii)
Sent: 26/09/2022 4:21 PM
To: "Cunningham, Catherine" <Catherine.Cunningham@act.gov.au>
Cc: "Thompson, Daniel" <Daniel.Thompson@act.gov.au>
Subject: Re: Stromlo Forest Park shuttle bus services - Request for Quote outcome

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Hi
Catherine,
Thanks for

taking the time to reach out to us with this RFQ and thank you for the notification of being unsuccessful.

Sch 2.2(a)(ii)

On 26 Sep 2022, at 3:26 pm, Cunningham, Catherine <Catherine.Cunningham@act.gov.au> wrote:

UNOFFICIAL

Hi Sch 2.2(a)(ii)

I hope you had a lovely weekend.

Thank you for your submission in response to the Request for Quote for shuttle bus services at Stromlo Forest Park.

The panel competitively and equitably assessed the applications, and unfortunately on this occasion, Bluedirt was not the successful candidate.

We appreciate your interest and time taken to be involved in the process, and wish Bluedirt all the best for future business expansion opportunities.

If you have any queries, please don't hesitate to let me know.

Kind regards,

Catherine

Catherine Cunningham

Business Development Officer | National Arboretum Canberra and Stromlo Forest Park Branch

E catherine.cunningham@act.gov.au | T 02 6205 9687

Economic Development – Chief Minister, Treasury and Economic Development Directorate
ACT Government

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From: "Cunningham, Catherine"
Sent: 05/09/2022 1:13 PM
Cc: "Thompson, Daniel" <Daniel.Thompson@act.gov.au>

Bcc: Sch 2.2(a)(ii)

Sch 2.2(a)(ii)

Subject: Request for Quote (RFQ) - SFP shuttle bus services
Attachments: CM2222370 RFQ Supplier Response Form.docx, Request for quote - SFP Shuttle Bus Services.pdf

UNOFFICIAL

Hello All,

Thank you for expressing interest in the Request for Quote (RFQ) process for shuttle bus services at Stromlo Forest Park (SFP).

Please find attached the documentation pertaining to this RFQ for your review and completion. Responses are due by **COB Monday, 19 September**.

If you have any queries, please don't hesitate to let me know.

Kind regards,

Catherine

Catherine Cunningham

Business Development Officer | National Arboretum Canberra and Stromlo Forest Park Branch

E catherine.cunningham@act.gov.au | T 02 6205 9687

Economic Development – Chief Minister, Treasury and Economic Development Directorate
ACT Government

Please note I do not work Wednesdays.