



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Publication Coversheet

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

FOI Reference: CMTEDDFOI 2022-167

| Information to be published | Status |
|---|-----------|
| 1. Access application | Published |
| 2. Decision notice | Published |
| 3. Documents and schedule | Published |
| 4. Additional information identified | No |
| 5. Fees | N/A |
| 6. Processing time (in working days) | 31 |
| 7. Decision made by Ombudsman | N/A |
| 8. Additional information identified by Ombudsman | N/A |
| 9. Decision made by ACAT | N/A |
| 10. Additional information identified by ACAT | N/A |

From: [REDACTED]
To: [CMTEDD FOI](#)
Subject: Re: CMTEDDFOI 2022-167 Freedom of Information request
Date: Friday, 3 June 2022 10:57:07 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](#)

Thanks Sue,

This is fine.

Kind regards,

[REDACTED]

On Fri, Jun 3, 2022 at 10:52 AM CMTEDD FOI <CMTEDDFOI@act.gov.au> wrote:

OFFICIAL

Good morning [REDACTED]

Thank you for speaking with me earlier.

Could you please confirm by return email, to the amended scope of your request as below:

On 31 March 2022 the Park Mobile payment app was replaced with the EasyPark app.

I am requesting the following documents and information; all correspondence between the Council (ACT Government) and Duncan solutions with regards to the changeover from Parkmobile to EasyPark; the contract entered into by the Council (ACT Government) with regards to EasyPark; and any internal or otherwise correspondence, reports or assessments relating to the change from Parkmobile (phone app) being free to the motorists and EasyPark (phone app) which charges the motorists. The time period for this request is 1 Oct 2021 – 26 May 2022 (date of lodgement).

Also confirm that you do not require duplicate or draft documents, only final versions.

Kind regards

Sue Locke | Freedom of Information Coordinator | Information Access Team

Phone: 02 6207 5583 | Email: CMTEDDFOI@act.gov.au

Corporate | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Level 5, 220 London Circuit, Canberra ACT 2601 | GPO Box 158 Canberra ACT 2601 | act.gov.au

From: no-reply@act.gov.au <no-reply@act.gov.au>

Sent: Thursday, 26 May 2022 1:58 PM

To: CMTEDD FOI <CMTEDDFOI@act.gov.au>

Subject: CMTEDDFOI 2022-167 Freedom of Information request

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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:

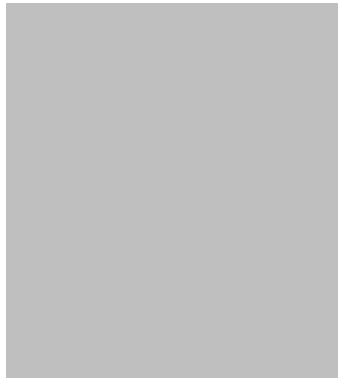
Business/Organisation:

Address:

Suburb:

Postcode:

State/Territory:

A large grey rectangular area redacting the form fields for Title, First Name, Last Name, Business/Organisation, Address, Suburb, Postcode, and 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.)

On 31 March 2022 the Park Mobile payment app was replaced with the EasyPark app. I am requesting the following documents and information; all correspondence between the Council and Duncan solutions with regards to the changeover from Parkmobile to EasyPark; the contract entered into by the Council with regards to EasyPark; and any internal or otherwise correspondence, reports or assessments relating to the change from Parkmobile being free to the motorists and EasyPark which charges the motorists.

Under the Freedom of Information Act 2016 I want to access the following document/s (*required field):
I do not want to access the following documents in relation to my request::

Thank you.
Freedom of Information Coordinator

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.



ACT
Government

Chief Minister, Treasury and
Economic Development

Our ref: CMTEDDFOI 2022-167



FREEDOM OF INFORMATION REQUEST

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 26 May 2022.

Specifically, you are seeking: *“On 31 March 2022 the Park Mobile payment app was replaced with the EasyPark app. I am requesting the following documents and information; all correspondence between the Council and Duncan solutions with regards to the changeover from Parkmobile to EasyPark; the contract entered into by the Council with regards to EasyPark; and any internal or otherwise correspondence, reports or assessments relating to the change from Parkmobile being free to the motorists and EasyPark which charges the motorists.”*

On 3 June 2022, you agreed to amend the scope to: *I am requesting the following documents and information; all correspondence between the Council (ACT Government) and Duncan solutions with regards to the changeover from Parkmobile to EasyPark; the contract entered into by the Council (ACT Government) with regards to EasyPark; and any internal or otherwise correspondence, reports or assessments relating to the change from Parkmobile (phone app) being free to the motorists and EasyPark (phone app) which charges the motorists. The time period for this request is 1 Oct 2021 – 26 May 2022 (date of lodgment).*

After discussion with the business unit involved you agreed to remove the following from the scope of your request:

- Sticker design and install on meters, such as commentary back and forwards on design and scheduling for install
- Zoning of machines and mapping for zones for meter numbers
- Pickup/delivery of point-of-sale items
- Machine preparation and numbering
- Duncan technician operational comms
- Updates on operational progress
- Communications and website and social media updates

Authority

As an appointed Information Officer under section 18 of the Act, I am authorised to make a decision on access or amendment to government information in the possession or control of CMTEDD.

Timeframes

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application by 27 June 2022 however, following an extension and third-party consultations, the due date is now 1 August 2022.

Decision on access

Searches were completed for relevant documents and 23 documents were identified that fall within the scope of your request.

I have included as **Attachment A** to this decision the schedule of relevant documents. This provides a description of the documents that fall within the scope of your request and the access decision for those documents.

I have decided to grant access in full to two documents and partial access to 19 documents. I have decided to refuse access to two documents as I consider them to be:

- information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act.

My access decisions are detailed further in the following statement of reasons in accordance with section 54(2) of the Act. The documents released to you are provided as **Attachment B** to this letter.

Statement of Reasons

In reaching my access decisions, I have taken the following into account:

- the Act,
- the content of the documents that fall within the scope of your request,
- the views of relevant third parties, and
- the *Information Privacy Act 2014*.

Exemption claimed

My reasons for deciding not to grant access to two documents and components of other documents are as follows:

Public Interest

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.

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 the documents is within the 'public interest'.

Factors favouring disclosure in the public interest under Schedule 2.1:

(a) *disclosure of the information could reasonably be expected to do any of the following:*

(ii) contribute to positive and informed debate on important issues or matters of public interest.

(xiii) contribute to the administration of justice generally, including procedural fairness.

Having considered the factors identified as relevant in this matter, I consider that release of the information contained in the document may contribute to informed debate on important matters of public interest and may contribute to procedural fairness by allowing you to have a copy of the documents that fall within the scope of your request.

Factors favouring nondisclosure in the public interest under Schedule 2.2:

(a) *disclosure of the information could reasonably be expected to do any of the following:*

(ii) Prejudice the protection of an individual's right to privacy or other rights under the Human Rights Act 2004.

(xi) prejudice trade secrets, business affairs or research of an agency or person.

Having reviewed the documents, I consider that the protection of an individual's right to privacy, especially in the course of dealing with the ACT Government is a significant factor. Parties involved have provided their personal information for the purposes of working with the ACT Government and this, in my opinion, outweighs the benefit which may be derived from releasing the personal information of the individual's involved.

Individuals are entitled to expect that the personal information they have supplied as part of this process will be dealt with in a manner that protects their privacy. Considering the type of information to be withheld from release, I am satisfied that the factors in favour of release can still be met while protecting the personal information of the individuals involved. I therefore weight the factor for nondisclosure more highly than the factor in favour of release in this instance. As a result, I have decided that release of this information (email addresses, signatures, mobile phone numbers, identifying details and names of individuals not employed by the ACT Public Service) could prejudice their right to privacy under the *Human Rights Act 2004*.

In addition, information contained within documents that fall within the scope of your request could reasonably prejudice the business affairs of external entities. "Business affairs" was interpreted in *7 Cockroft and Attorney-General's Department and Australian Iron Steel Pty Ltd (1986) 64 ALR 97, 106*, to mean: "the totality of the money-making

affairs of an organisation or undertaking as distinct from its private or internal affairs.” Information contained in some of the documents could negatively impact EasyPark’s business. Other information if disclosed could reasonably be expected to result in identification of a methodology which could negatively impact EasyPark’s business in Australia and worldwide. Disclosure of this information may also reveal commercially sensitive information which could undermine EasyPark’s subcontractor’s business’ competitiveness. I therefore weight the factor for nondisclosure more highly than the factor in favour of release in this instance. As a result, I have decided that release of this information could prejudice business affairs.

Having applied the test outlined in section 17 of the Act and deciding that release of personal 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

Pursuant to *Freedom of Information (Fees) Determination 2017 (No 2)* 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 in accordance with section 107(2)(b) of the Act.

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, my decision and documents released to you in response to your access application will be published on the CMTEDD disclosure log 3 days after the date of my decision. Your personal contact details will not be published.

You may view CMTEDD disclosure log at <https://www.cmtedd.act.gov.au/functions/foi>.

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 of my decision, 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
Level 4, 1 Moore St
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 me by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely



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

1 August 2022



ACT
Government

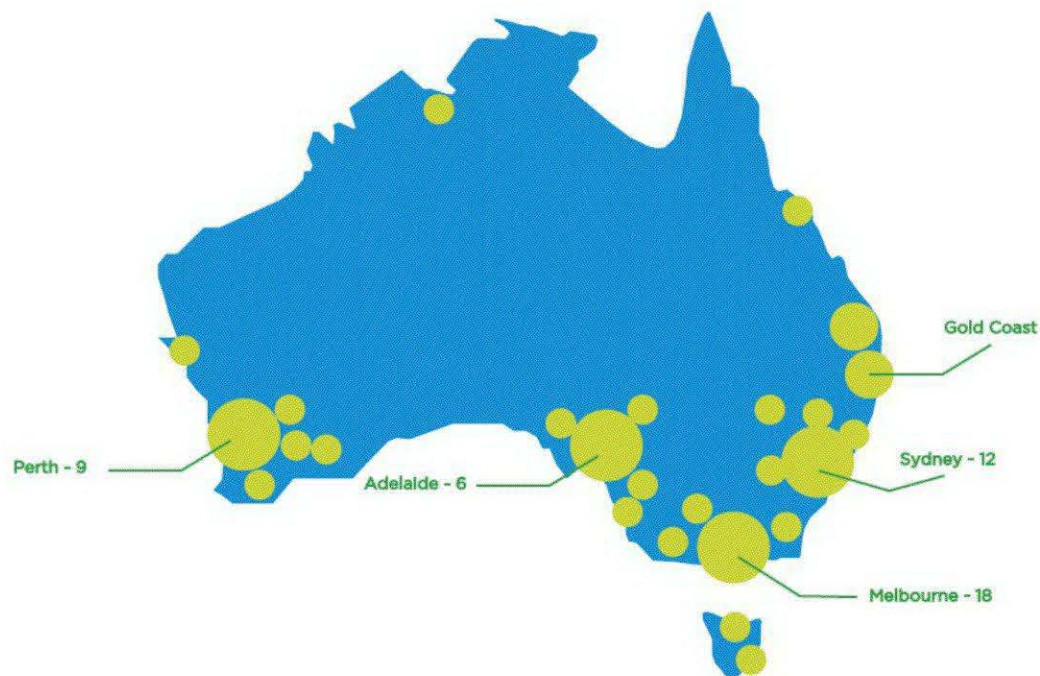
Chief Minister, Treasury and
Economic Development

FREEDOM OF INFORMATION REQUEST SCHEDULE

| WHAT ARE THE PARAMETERS OF THE REQUEST | Reference NO. |
|--|--------------------|
| On 31 March 2022 the Park Mobile payment app was replaced with the EasyPark app. I am requesting the following documents and information; all correspondence between the Council and Duncan solutions with regards to the changeover from Parkmobile to EasyPark; the contract entered into by the Council with regards to EasyPark; and any internal or otherwise correspondence, reports or assessments relating to the change from Parkmobile being free to the motorists and EasyPark which charges the motorists. | CMTEDDFOI 2022-167 |

| Ref No | Page number | Description | Date | Status | Reason for Exemption | Online Release Status |
|--------|-------------|---|-------------|-----------------|--|-----------------------|
| 1 | 1-4 | Transition from Park Mobile to EasyPark Payment App | Feb 2022 | Full release | N/A | Yes |
| 2 | 5 | Email – ACT Local Jobs Code Re-certification | 28 Mar 2022 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 3 | 6-8 | Caveat Brief – Switch to EasyPark for phone payments in ACT Government carparks | 7 Mar 2022 | Partial release | Sch 2 s2.2 (a)(xi) | Yes |
| 4 | 9-10 | Email trail – EasyPark Migration from Parkmobile | 21 Feb 2022 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 5 | 11 | Email – EasyPark User Pays Scenarios | 28 Feb 2022 | Partial release | Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi) | Yes |
| 6 | 12-13 | Email trail between Duncan Solutions and ACT Government | 10 Mar 2022 | Partial release | Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi) | Yes |
| 7 | 14-15 | Certificate of Currency | N/A | Partial release | Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi) | Yes |
| 8 | 16-17 | Certificate of Currency | N/A | Partial release | Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi) | Yes |
| 9 | 18 | Certificate of Currency | 1 Jul 2021 | Partial release | Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi) | Yes |
| 10 | 19-21 | Email – EasyPark Training Material | 8 May 2022 | Partial release | Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi) | Yes |
| 11 | 22 | Email – EasyPark Transition | 21 Mar 2022 | Partial release | Sch 2 s2.2 (a)(ii) Out of Scope | Yes |
| 12 | 23-66 | Agreement between ACT and Duncan Solutions | 25 Feb 2022 | Partial release | Sch 2 s2.2 (a)(xi) | Yes |
| 13 | 67-71 | Minister Weekly Brief | 11 Mar 2022 | Partial release | Out of Scope | Yes |

| | | | | | | |
|-------------------------|---------|---|-------------|-----------------|------------------------------------|-----|
| 14 | 72-77 | Ministerial Brief – ParkMobile app to be discontinued | 18 Mar 2022 | Partial release | Out of Scope | Yes |
| 15 | 78-82 | Question Time Brief | 2 Apr 2022 | Partial release | Out of Scope | Yes |
| 16 | 83-85 | Question Time Brief | 23 Apr 2022 | Partial release | Out of Scope | Yes |
| 17 | 86-87 | Email trail internal – Switch to EasyPark | 9 Mar 2022 | Partial release | Sch 2 s2.2 (a)(ii) Out of Scope | Yes |
| 18 | 88-90 | EasyPark commissions – Media enquiry | 30 Mar 2022 | Partial release | Sch 2 s2.2 (a)(ii) Out of Scope | Yes |
| 19 | 91-92 | Factsheet – transition | Mar 2022 | Full release | N/A | Yes |
| 20 | 93-94 | Email trail – Parkmobile app | 28 Feb 2022 | Partial release | Sch 2 s2.2 (a)(ii) Out of Scope | Yes |
| 21 | 95-96 | Email trail – Transition from ParkMobile to EasyPark | 24 Feb 2022 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 22 | 97-111 | Exempt document | | Full exempt | Sch 2 s2.2 (a)(xi) | Yes |
| 23 | 112-143 | Exempt document | | Full exempt | Sch 2 s2.2 (a)(xi) | Yes |
| Total No of Docs | | | | | | |
| 23 | | | | | | |



Transition from Park Mobile to EasyPark Payment App

Sean Ryan

Feb 2022

Process

Consumer

- ✓ Use EasyPark APP from April 1
- ✓ Transaction charge incurred by consumer not ACT
- ✓ 2 Payment Plans
 - ✓ Default - Casual 10% of each transaction
 - ✓ Subscription \$1.99 per month + 2.25% of each transaction
 - ✓ [Link](#) to website reference

Customer - ACT

- ✓ Rangers - use AutoISSUE for Zone lookups to determine meter and APP paid cars
- ✓ Admin - Access to EasyPark via web based dashboard will communicate APP specific information

Duncan

- ✓ No charges incurred by ACT
- ✓ Reconciliation of transactions each month
- ✓ Transfer revenue to ACT

Communication Plan

Consumer

✓ Proactive

- ✓ Landing page available by W/E March 4
- ✓ Landing page will explain Park Mobile ends March 31
- ✓ Landing Page will provide link to EasyPark APP
- ✓ email to each existing Park Mobile consumer W/E March 19

✓ Reactive (April 1 onwards)

- ✓ Users of Park Mobile APP will receive “APP not working please use this link” message
- ✓ Link will automatically open if EasyPark on phone or provide download access.

Customer

- ✓ Social meter / website boiler plate information to be provided to ACT - W/C 12/3
- ✓ ACT to use for messaging via ACT pages at their discretion

Deployment Plan

- ✓ W/E March 5
 - ✓ Park Mobile Landing page commences informing consumers that the APP will discontinue on March 31.
 - ✓ Consumers can commence downloading APP in preparation for use
 - ✓ Decide on Easy Park labelling graphic to over label meters
- ✓ W/E March 12
 - ✓ Complete necessary physical survey. Most will be completed remotely as existing tariffs are known by Duncan
 - ✓ Provide Boiler Plate statements to council for Council Social Media and Web Sites
- ✓ W/E March 18
 - ✓ Email all existing users
- ✓ W/E March 25
 - ✓ Training of ACT staff
 - ✓ Council test from March 23 UX and correct tariff calculation
- ✓ March 28 – 31
 - ✓ Commence labelling meters in preparation for go live
 - ✓ Transition Easy Park tariff's to live for April 1 start
- ✓ April 1 – Go Live

From: Sch 2.2(a)(ii) @duncansolutions.com.au>
Sent: 28/03/2022 4:06 AM
To: "Bilski, Marek" <Marek.Bilski@act.gov.au>; "Hobbs, Benjamin" <Benjamin.Hobbs@act.gov.au>
Cc: Sch 2.2(a)(ii) @duncansolutions.com.au>; Sch 2.2(a)(ii) @duncansolutions.com.au>; Sch 2.2(a)(ii) duncansolutions.com.au>
Subject: ACT Local Jobs Code Re-certification
Attachments: DKZZXBSS.pdf

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.

Hi Marek and Ben,

Just a heads up that Duncan has just received its re-certification for ACT Local Jobs Code. There may be an opportunity to mention this is upcoming comms re the current installation project?

Regards

Sch 2.2(a)(ii)

The content of this e-mail, including attachments, may be privileged and confidential. Any unauthorised use of the contents (including dissemination, distribution or copying of those contents) is expressly prohibited. If you have received this message in error, please inform the sender by return email immediately, and then permanently delete the message and any attachment(s). Any views expressed in this message are those of the individual sender, and are not necessarily the views of Duncan Solutions. Duncan Solutions respects your privacy. When using email to communicate with Duncan Solutions, please be aware that all information contained in your email is stored in our company's server and later backed up with our other business records. Access to that information by Duncan Solutions personnel is strictly limited and controlled. Duncan Solutions recommends that this email and attachment/s be scanned for viruses. Duncan Solutions accepts no liability for loss or damage (whether caused by negligence or not) resulting directly or indirectly from the use of any attached files. This notice should not be removed.



To: Minister for Business and Better Regulation

CC: Minister for Transport and City Services

Rec in MO: 07/03/2022

From: Executive Branch Manager, Engagement, Compliance and COVID-19 Response

Subject: Switch to EasyPark for phone payments in ACT Government carparks

Cleared By: Deputy Director-General, Access Canberra

Recommendations

That you:

1. **Note** the information contained in this brief.

Noted / Please Discuss

Comments

Tara Cheyne MLA.....  Date: 10/3/20

Background

1. Reino International PTY LTD, trading as Duncan Solutions Australia (**Duncan**) currently holds the contract for the supply, installation and maintenance of pay parking ticket machines for ACT Government operated paid parking areas.
2. As part of the contract requirements, Duncan is required to provide a pay-by-phone option. The current provider is ParkMobile.
3. Duncan has informed Access Canberra that EasyPark Group has acquired ParkMobile and the ParkMobile app will be discontinued on 31 March 2022 and replaced with the EasyPark app from 1 April 2022.
4. EasyPark is currently used as the pay-by-phone option by National Capital Authority (**NCA**) and also the Canberra Airport. This has been in place since October 2020.



5. EasyPark is also used by governments and councils in Victoria, NSW, Queensland and Tasmania. Through the transition from ParkMobile to EasyPark, it will now also be used in Western and South Australia. More broadly, the EasyPark app is used in 25 countries and 3,200 cities around the world.
6. This change will mean that Canberrans will only need one pay-by-phone app to pay for parking in the ACT and will have the convenience of using the same app when traveling between states.
7. Access Canberra is working with Duncan, EasyPark and ACT Government stakeholders ahead of the transition to help facilitate the move to EasyPark and to ensure communication regarding the change reaches users of ACT Government carparks.
8. This includes discussions with Transport Canberra and City Services (**TCCS**), Parking Coordination Group (**PCG**), Digital, Data and Technology Solutions (**DDTS**), Treasury, the Government Solicitors Office (**GSO**) and CMTEDD -Communications. Discussions are also occurring with the NCA on their experiences with EasyPark and ongoing alignment of parking arrangements across the ACT.
9. Unlike ParkMobile, EasyPark operates in a pay after system, which means customers do not have to pay in advance for their parking meaning they only pay for the time they use.
10. It also provides a customisable user-friendly interface with advanced user options and services, including finding car parking areas through an interactive map, and 'dialling up or down' parking time, in real time, to adjust their payment times.
11. The map of parking areas may assist Canberrans in planning their trip, enabling a greater mode shift between transport options.
12. However, unlike ParkMobile, EasyPark is a user pays system. This means additional cost will be incurred by users through transaction fees that drivers do not currently pay using ParkMobile. This is because transaction fees of using ParkMobile has been absorbed in the past by the ACT Government. This has included the cost of reminder text messages sent to users when their parking was ending (if they choose this option) and transaction and access fees.
13. It is not proposed that the ACT Government absorbs any of the user costs for EasyPark, supporting a reduction in reliance on driving and parking in town and city centres.
Therefore, there would be a cost saving to government from this change.
14. EasyPark offers two pricing models to users:

*what is the quantum of this?
Has it been an AC expense?*



- The first option is the EasyPark Casual plan. With the EasyPark Casual plan there are no upfront or monthly fees, the only fee that is charged is a 10 percent commission of the actual parking fee.
 - For those users that pay for parking more frequently EasyPark offer the Saver plan. This plan is subscription based and costs \$1.99 per month + 2.25 percent commission per transaction.
15. If a driver parks in the ACT Government's most expensive car parking area at \$18 a day and uses a casual plan, they will pay an extra \$9 for a five-day week to use the app. If they use the Saver Plan, it will cost \$2.43 for the same period to use the app.
16. EasyPark is one option drivers can use when paying for parking in the ACT. Drivers can still pay using credit/debit card or cash at the parking meter. ✓

Sch 2.2(a)(xi)

18. The short notice provided by Duncan to the ACT Government regarding the change to EasyPark places greater emphasis on targeted communication to ACT Government carpark users and the broader community. ✓
19. Access Canberra will work with EasyPark, TCCS and CMTEDD on the development of appropriate communications to manage the transition and inform users of the change.
20. A more comprehensive brief, including the communications strategy, will be provided to your Offices as work continues on the transition to Easy Park. ✓

Action Officer: Rachael Short
Senior Director, Communications and Community Engagements

Benjamin Hobbs
Director, Parking Operations Compliance

Date: 4 March 2022

From: "Seddon, Christopher" <Christopher.Seddon@act.gov.au>
Sent: 21/02/2022 12:09 AM
To: "Hobbs, Benjamin" <Benjamin.Hobbs@act.gov.au>; "Bilski, Marek" <Marek.Bilski@act.gov.au>
Cc: [redacted]@duncansolutions.com.au <[redacted]@duncansolutions.com.au>
Subject: RE: EasyPark Migration from Parkmobile

UNOFFICIAL

Hi Ben and Marek,
Hope you both had a relaxing weekend.

As mentioned last week Parkmobile will be discontinued and Duncans will be going with Easy Park.

Please see details below and liaise with Sean and Robert to transition our users of Parkmobile over.

There will need to be a comms package and public notification no doubt.

Regards,

Chris Seddon | Fleet Review Corporate Services
ACT Environment Planning Sustainable Development Directorate
ACT Government
Phone: 6207 7205 (M) [redacted] | Email: christopher.seddon@act.gov.au
480 Northbourne Avenue DICKSON ACT 2602
GPO Box 158 Canberra ACT 2601
www.environment.act.gov.au | www.planning.act.gov.au

From: [redacted]@duncansolutions.com.au <[redacted]@duncansolutions.com.au>
Sent: Monday, 21 February 2022 10:59 AM
To: Seddon, Christopher <Christopher.Seddon@act.gov.au>
Cc: [redacted]@duncansolutions.com.au <[redacted]@duncansolutions.com.au>
Subject: RE: EasyPark Migration from Parkmobile

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.

Hi Chris,

Thanks for your email. Park Mobile will be discontinued March 30, The proposed timing is as follows:

1. Execute necessary documentation to open Easy Park account for go live end-March
2. Duncan works with Easy Park to transfer all tariff and related information to enable commencement of Easy Park APP
3. ParkMobile communicate to users discontinuation early march and Mid-march for APP discontinuation Mar 30.
4. We commence placing decals on meters from mid-March completion mid-April via normal meter maintenance

If you have any other questions please let me know.

Regards

[redacted]
[redacted]



From: Seddon, Christopher <Christopher.Seddon@act.gov.au>
Sent: Wednesday, 16 February 2022 2:26 PM
To: Sch 2.2(a)(ii) <[\[REDACTED\]@duncansolutions.com.au](mailto:[REDACTED]@duncansolutions.com.au)>
Subject: EasyPark Migration from Parkmobile

UNOFFICIAL

Hi [REDACTED]

How long until the Parkmobile app is discontinued? And can the Parkmobile app be run in parallel with EasyPark until users transition?

Regards,

Chris Seddon | Fleet Review Corporate Services
ACT Environment Planning Sustainable Development Directorate
ACT Government
Phone: 6207 7205 (M) [\[REDACTED\]](mailto:[REDACTED]) | Email: christopher.seddon@act.gov.au
480 Northbourne Avenue DICKSON ACT 2602
GPO Box 158 Canberra ACT 2601
www.environment.act.gov.au | www.planning.act.gov.au

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From: Sch 2.2(a)(ii) @duncansolutions.com.au>
Sent: 28/02/2022 2:36 AM
To: "Hobbs, Benjamin" <Benjamin.Hobbs@act.gov.au>
Cc: Sch 2.2(a)(ii) @duncansolutions.com.au>; Sch 2.2(a)(ii) @easypark.com.au>
Subject: EasyPark User Pays Scenarios

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.

Hi Ben,
Confirming our call on user pays scenario. There are two stations where the standard user pays scenario does not exist:

1. Sch 2.2(a)(xi)
2. Sch 2.2(a)(xi)

All other situation where EasyPark administers parking payment it is as per what is proposed to you.

Regards

Sch 2.2(a)(ii)

@duncansolutions.com.au
www.duncansolutions.com.au



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From: Sch 2.2(a)(ii) @duncansolutions.com.au>
Sent: 10/03/2022 9:10 PM
To: "Hobbs, Benjamin" <Benjamin.Hobbs@act.gov.au>; "Bilski, Marek" <Marek.Bilski@act.gov.au>
Cc: Sch 2.2(a)(ii) @duncansolutions.com.au>
Subject: FW: Sch 2.2(a)(xi)
Attachments: Sch 2.2(a)(xi)

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Morning Ben and Marek,
Please find Sch 2.2(a)(xi)

Speak soon.

Regards

Sch 2.2(a)(ii)

[Sch 2.2\(a\)\(ii\)@duncansolutions.com.au](mailto:Sch 2.2(a)(ii)@duncansolutions.com.au)
www.duncansolutions.com.au



From: Sch 2.2(a)(ii) @easypark.com.au>
Sent: Thursday, 10 March 2022 9:09 AM
To: Sch 2.2(a)(ii) @duncansolutions.com.au>; Sch 2.2(a)(ii) @duncansolutions.com.au>
Cc: Sch 2.2(a)(ii) @easypark.com.au>; Sch 2.2(a)(ii) @easypark.com.au>
Subject: FW: Sch 2.2(a)(xi)

Morning gents,

Sch 2.2(a)(xi)

Please share with the ACT team as appropriate.

Regards,

Sch 2.2(a)(ii)

From: Sch 2.2(a)(i) easy@easy.com.au>
Date: Thursday, 10 March 2022 at 9:05 am
To: Sch 2.2(a)(ii) [@easy@easy.com.au](mailto:easy@easy.com.au)>
Cc: Sch 2.2(a)(ii) easy@easy.com.au>
Subject: Sch 2.2(a)(xi)

Hi [redacted]

Please find attached:

Sch 2.2(a)(xi)

Please let me know if the ACT has any questions.

Thanks,

Sch 2.2(a)(ii)

Sch 2.2(a)(ii)



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Sch 2.2(a)(xi)

Information Technology Professional Indemnity Insurance Certificate of Currency

| | |
|--|---------------------------------|
| Attaching to and forming part of Policy Number | Sch 2.2(a)(xi) |
| Period of Insurance | |
| Insured | |
| | |
| Insured's Address | |
| Professional Services | Information Technology Services |
| Limit of Liability | Sch 2.2(a)(xi) |
| Maximum Aggregate Limit of Liability | |
| Excess | |
| Territorial Limits | Worldwide |
| Jurisdiction | Sch 2.2(a)(xi) |
| Policy | |
| Security | |
| Retroactive Date | |

Sch 2.2(a)(xi)

Sch 2.2(a)(xi)

Approval

This Certificate is not a substitute for the Policy and Schedule of Insurance issued to the Insured. The Policy, not this Certificate, details the Insureds rights and obligations and the extent of the insurance cover.

This Certificate is issued by the Coverholder shown above in accordance with the authority granted to them by Sch 2.2(a)(xi) the Agreement referred to in the Schedule.

IN WITNESS WHEREOF this Certificate has been signed at Melbourne, Victoria

Sch 2.2(a)(ii)



Sch 2.2(a)(xi)

Sch 2.2(a)(xi)

Public and Products Liability Insurance Certificate of Currency

| | |
|--|----------------|
| Attaching to and forming part of Policy Number | Sch 2.2(a)(xi) |
| Period of Insurance | |
| Insured | |
| Insured's Address | |
| Business | |
| Interested Party | Sch 2.2(a)(xi) |
| Limit of Liability | |
| Excess | |
| Territorial Limits | Worldwide |
| Jurisdiction | Sch 2.2(a)(xi) |
| Policy | |
| Security | |

Sch 2.2(a)(xi)

Sch 2.2(a)(xi)

Approval

This Certificate is not a substitute for the Policy and Schedule of Insurance issued to the Insured. The Policy, not this Certificate, details the Insureds rights and obligations and the extent of the insurance cover.

This Certificate is issued by the Coverholder shown above in accordance with the authority granted to them by Sch 2.2(a)(xi) under the Agreement referred to in the Schedule.

IN WITNESS WHEREOF this Certificate has been signed at Melbourne, Australia.

Sch 2.2(a)(ii)



CERTIFICATE OF CURRENCY

Sch 2.2(a)(xi)

Authorised Agent of the Victorian WorkCover Authority

1. STATEMENT OF COVERAGE

This employer is registered for WorkCover Insurance to cover its liabilities under the *Workplace Injury Rehabilitation and Compensation Act 2013* (and amendments).

This Certificate is valid from:

01/07/2021

to:

30/06/2022

The information provided in this Certificate of Currency is correct at:

28/06/2021

2. EMPLOYER'S INFORMATION

WorkCover Employer Number:

Sch 2.2(a)(xi)

Legal Name:

EASYPARK ANZ P/L

Trading Name:

ABN:

15 160 029 470

ACN/ARBN:

160 029 470

Sch 2.2(a)(ii)

From: Sch 2.2(a)(ii) @duncansolutions.com.au>
Sent: 08/05/2022 11:56 PM
To: "Hobbs, Benjamin" <Benjamin.Hobbs@act.gov.au>
Cc: Sch 2.2(a)(ii) @duncansolutions.com.au>; Sch 2.2(a)(ii) @duncansolutions.com.au>
Subject: RE: EasyPark Training material

Hi Ben,

EasyPark Monthly Fund handling process:

Sch 2.2(a)(xi)

Sch 2.2(a)(xi)

Thanks,

Sch 2.2(a)(ii)
Head of Operations

DUNCAN SOLUTIONS

15/39 Herbert Street,
St Leonards NSW 2065

T +61 2 9432 0542

M Sch 2.2(a)(ii)

Sch 2.2(a)(ii) [@duncansolutions.com.au](mailto:Sch 2.2(a)(ii)@duncansolutions.com.au)

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From: Hobbs, Benjamin <Benjamin.Hobbs@act.gov.au>

Sent: Thursday, 5 May 2022 11:54 AM

To: [REDACTED]@duncansolutions.com.au
Subject: EasyPark Training material

OFFICIAL

Hi [REDACTED]

I have yet to receive the training material [REDACTED] promised in the meeting earlier this week.

Can you please chase this up as we need to ensure staff are familiar with the dashboard and functions provided.

Regards

Ben Hobbs | A/G Director | Parking Operations & Traffic Camera Compliance

Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government

Phone: 02 6205 2574

Mobile: [REDACTED]

Email: benjamin.hobbs@act.gov.au

Web: www.act.gov.au/accessCBR

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From: Sch 2.2(a)(ii) @duncansolutions.com.au
Sent: 21/03/2022 10:10 PM
To: "Bilski, Marek" <Marek.Bilski@act.gov.au>
Subject: FW: EasyPark Transition

Hi Marek

Meeting invite for catch up with Sch 2.2(a)(ii) from Duncan & [redacted] regarding EasyPark transition.

-----Original Appointment-----

From: Sch 2.2(a)(ii) @duncansolutions.com.au
Sent: Monday, 28 February 2022 1:27 PM
To: Sch 2.2(a)(ii); Hobbs, Benjamin; Sch 2.2(a)(ii)
Subject: EasyPark Transition
When: Friday, 25 March 2022 8:30 AM-9:00 AM (UTC+10:00) Canberra, Melbourne, Sydney.
Where: Microsoft Teams Meeting

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Adding recurrence

Hi Ben,
As discussed we will plan a 30 minute catch up repeating until EasyPark goes live April 1.

Microsoft Teams meeting

Join on your computer or mobile app

Out of scope

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ACT
Government

AGREEMENT

Parties

AUSTRALIAN CAPITAL TERRITORY

**REINO INTERNATIONAL PTY LTD
ABN 75 079 147 201
trading as “Duncan Solutions
Australia”**

**MAINTENANCE OF PAY PARKING
TICKET MACHINES**

Prepared by

ACT Government Solicitor
Level 6, 12 Moore Street
Canberra ACT 2601
PO Box 260, Civic Square ACT 2608
Ref: GCL:638760

Version

Final version 25 February 2022

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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 Justice and Community Safety Directorate.

REINO INTERNATIONAL PTY LTD ABN 75 079 147 201 trading as “Duncan Solutions Australia” of 15/39 Herbert Street, St Leonards NSW 2065 (**Supplier**).

BACKGROUND

- A. The Territory and the Supplier executed an agreement for certain services on or about 10 January 2014 in relation to the supply, installation and maintenance of pay parking ticket machines (**Previous Agreement**).
 - B. The Previous Agreement was varied by execution of a deed of variation dated 24 November 2015, including to provide for the supply, installation and maintenance of on-street pay parking machines.
 - C. The Territory has an ongoing requirement for the maintenance of pay parking machines, including the supply of pay parking machines, including parts, and related services.
 - D. The Territory has undertaken a procurement process (RFQ GS0124341.110) and has selected the Supplier to supply the Goods and provide the Services.
 - E. The Territory has agreed to purchase and the Supplier has agreed to supply the Goods and 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.

Acceptable Quality means quality of Goods that is:

- (1) fit for all the purposes for which Goods of that kind are commonly supplied;
- (2) acceptable in appearance and finish;
- (3) free from defects;

(4) safe; and

(5) durable,

as the Territory, acting reasonably and being fully acquainted with the state and condition of the Goods (including any hidden defects of the Goods), would regard as being acceptable having regard to the following matters:

(6) the nature of the Goods;

(7) the price of the Goods (if relevant);

(8) any statements made about the Goods on any packaging or label on the Goods;

(9) any representation made about the Goods by the Supplier; and

(10) any other relevant circumstances relating to the supply of the Goods.

Confidential Text means 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 8 Schedule 1**.

Assets the pay parking machines further specified in **Item 1 Schedule 2** and the Statement of Requirements.

Contract Material means 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. Contract Material does not include the PEMS software, associated software products or reports generated by such software.

Contract Officers means, 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 means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

Goods means the goods described in **Item 2 Schedule 2**.

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 means an invoice that:

- (1) references this Agreement;
- (2) if GST is payable in respect of the supply of the Goods and/or 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 Goods supplied and/or the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Goods that have been supplied and Services that have been performed in accordance with this Agreement;
- (4) is accompanied by any other details or reports required under this Agreement; and
- (5) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.

| | |
|---|---|
| Key Performance Indicators or KPIs | the key performance indicators set out in section 15 of the Statement of Requirements. |
| 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 | means the <i>Government Procurement Act 2001</i> (ACT). |
| Services | means the services, including maintenance, installation, repair, construction, commissioning, testing and implementation activities and associated works required to be performed as part of the Services in accordance this Agreement, in relation to the Assets, as described in Item 1 Schedule 2 . |
| Special Condition | means any provision set out in Schedule 3 . |
| Specified Personnel | means any person named in Item 5 Schedule 1 , or any other employee or agent of the Supplier, who is approved by the Territory from time to time for the purpose of clause 11 . |
| Statement of Requirements | means the document attached to Schedule 2 . |
| Support Material | means, without limitation, any software, documentation or data, including operating manuals, explanatory materials, specifications, technical data, instructions or |

any other material owned by the Supplier to assist or supplement the Territory's use and understanding of the Goods or Services, including but not limited to any material specified in **Item 4 Schedule 2**.

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

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Information means 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 Supplier as being confidential;
- (3) is specified in **Item 7 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 Supplier; or
- (7) has been notified by the Territory to the Supplier as not being confidential.

Territory Material means any material provided by the Territory to the Supplier 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 Supplier in the provision of the Services.
- Warranty Period** means the period specified in **Item 4 Schedule 1** or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Territory in accordance with **clause 7**.
- WHS Legislation** means:
- (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.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to “Supplier” include any employees, agents or subcontractors of the Supplier; and
- (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) references to “business days” mean any day other than a Saturday, Sunday, public holiday in the Territory or 27 to 31 December;
- (4) words in the singular include the plural and vice versa;
- (5) headings are for convenience only and do not affect the construction or interpretation of this Agreement;
- (6) an obligation imposed on more than one person binds them jointly and severally; and

- (7) the word “include” and any derivation is not to be construed as a word of limitation.

2. Supply of Goods

2.1 Sale and purchase of Goods

The Supplier sells and the Territory agrees to purchases the Goods in accordance with the provisions of this Agreement.

3. Services

3.1 Performance of Services

- (1) The Supplier 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 Supplier is engaged.

- (2) Without limiting **clause 3.1(1)**, the Supplier must:

- (a) comply with any timeframes (including program) specified for the Services;
- (b) perform the Services so as to meet the Key Performance Indicators (**KPIs**);
- (c) ensure the Services are fit for purpose;
- (d) inform itself of the requirements of the Territory and must regularly consult with the Territory during the performance of the Services; and
- (a) obtain at its own cost all licences, authorisations, approvals and consents necessary to carry out the Services in accordance with the Agreement and provide the Territory’s Contract Officer a copy of all licences and approvals if requested.

3.2 Equipment

The Supplier must provide all tools and equipment necessary to perform the Services unless otherwise stated in this Agreement.

3.3 Work Health and Safety

- (1) The Supplier 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.
- (2) The Supplier 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.

- (3) The Supplier 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) The Supplier must provide the written assurances obtained under **clause 3.3(3)**, together with written assurances from the Supplier about the Supplier's ongoing compliance with WHS Legislation, to the Territory when requested.
- (5) The Supplier 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 Supplier's compliance with WHS Legislation, at least once per month, and at other times as requested.
- (6) The Supplier 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.
- (7) The Supplier must ensure that if any law requires that a person:
 - (a) 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
 - (b) 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.
- (8) The Supplier 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.
- (9) The Supplier 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 **clauses 3.3(7) and 3.3(8)** are met.
- (10) If requested by the Territory or required by WHS Legislation, the Supplier 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 Supplier or any subcontractor commences such work.

- (11) 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 Supplier (or any of its subcontractors) the Territory may direct the Supplier (or the relevant subcontractor) to change its manner of working or cease working and the Supplier or subcontractor must comply.
- (12) The Territory may take any action necessary to protect property or to prevent or minimise risk to health and safety of persons, which the Supplier must take but does not and the Territory may recover any costs associated with such action from the Supplier.
- (13) The Supplier 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.
- (14) The Supplier must demonstrate to the Territory, whenever requested, that the Supplier has met and is meeting at all times, its obligations under this Item but such demonstration does not relieve the Supplier of its primary obligation to perform work safely.

4. Term

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

5. Contract Price

5.1 Invoice

The Territory must pay the Supplier the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

5.2 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 Supplier, 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 Supplier under this Agreement.

5.3 Effect of payment

Payment, in part or in total, of the Contract Price does not constitute an acceptance by the Territory of the Goods or Services and does not amount to a

waiver of any right or action which the Territory may have at any time against the Supplier.

6. Delivery

6.1 Supplier to deliver, install or commission

- (1) The Supplier must deliver the Goods to the Territory at the place(s) and at the time(s) specified or referred to in **Item 2 Schedule 2** or otherwise as notified by the Territory and comply with any reasonable delivery instructions.
- (2) The Supplier must install or otherwise commission the Goods in accordance with **Item 2 Schedule 2**.

6.2 Territory not bound to accept delivery by instalments

Unless specified in **Item 2 Schedule 2** or agreed in writing by the parties, the Territory is not bound to accept delivery of the Goods by instalments.

7. Acceptance

7.1 Reasonable opportunity to examine

After delivery of the Goods to the Territory, the Territory must have a reasonable opportunity to examine the Goods for the purpose of ascertaining that they are in conformity with this Agreement.

7.2 Territory may reject Goods

The Territory may reject all or part of the Goods if:

- (1) the Goods:
 - (a) do not conform to the Statement of Requirements or any other relevant provision of this Agreement,
 - (b) are not of Acceptable Quality, are defective or in a damaged condition, or
 - (c) are unfit for the purpose specified in or implied by this Agreement; or
- (2) the quantity of Goods delivered is greater or less than the quantity required to be delivered under this Agreement,

and in that event the Supplier must promptly remove the Goods and the Territory may either:

- (3) require the Supplier to provide, at the Supplier's cost, replacement Goods which comply with the requirements of this Agreement within a period determined by the Territory; or

- (4) terminate this Agreement in accordance with **clause 15.1**.

7.3 Time of acceptance

Acceptance of the Goods by the Territory occurs when:

- (1) the Territory notifies the Supplier in writing that it has accepted them;
- (2) the Goods have been delivered to the Territory and the Territory does an act in relation to them that is inconsistent with the Supplier's ownership of them; or
- (3) after the lapse of a reasonable period of time, the Territory retains the Goods without notifying the Supplier that the Territory has rejected them,

whichever occurs sooner.

8. Title and Risk

8.1 Supplier bears risk

Until all Goods have been delivered to, installed/commissioned (if required) and accepted by the Territory in accordance with this Agreement, the Supplier bears all risks for and associated with the Goods and their delivery to the Territory, including but not limited to insurance for the full replacement value of the Goods.

8.2 Title passes on acceptance

- (1) The Supplier warrants that at the time of delivery of a Good, that the Good is free of any:
 - (a) registered or unregistered charge, lien, pledge mortgage, title retention or other encumbrance; or
 - (b) security interest (including any transitional security interest) within the meaning of the *Personal Property Securities Act 2009* (Cth) (together, a **Security Interest**).
- (2) The Supplier must supply the Goods to the Territory free of any encumbrance including any Security Interest.
- (3) The Supplier shall provide to the Territory, at the time of delivery of a Good, evidence to the satisfaction of the Territory that the Territory is taking delivery of that Good free of any Security Interest and the Supplier shall not create, permit or suffer any Security Interest over the Good after delivery to the Territory.
- (4) If requested by the Territory, the Supplier must provide the Territory with evidence to the Territory's satisfaction that the Goods are free of any encumbrance including any Security Interest.

- (5) Title to the Goods passes to the Territory on acceptance of the Goods by the Territory pursuant to this Agreement.

9. Warranty

9.1 Additional warranty

Without limiting any other warranty set out in this Agreement or given by the Supplier, the Supplier warrants that the Goods supplied to the Territory under this Agreement:

- (1) conform to the Statement of Requirements;
- (2) are of Acceptable Quality; and
- (3) are fit for the purpose specified in or implied by this Agreement.

9.2 Warranty Period

During the Warranty Period, the Supplier must without delay and at no cost to the Territory, correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Territory.

9.3 Third Party Warranties

The Supplier must ensure, to the extent practicable and permitted by law; the Territory receives the benefit of any warranty given by a third party with respect to any Goods. This clause does not in any way relieve the Supplier of any obligation of or warranty given by the Supplier under this Agreement.

9.4 Supplier responsible for costs

The Supplier is liable for all costs incidental to the discharge of the warranty in this **clause 9** and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.

10. Ownership and use of material

10.1 Supplier to provide Support Material

The Supplier must in accordance with this Agreement, or as requested by the Territory, provide all Support Material to the Territory.

10.2 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 Support Material, including any intellectual property rights, remains the property of the Supplier.

10.3 Licence of material

- (1) The Territory grants to the Supplier a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Supplier grants to the Territory a perpetual, royalty-free licence to use the Support 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 Goods and Services, including use of the Contract Material and Support Material; and
 - (b) such uses as are reasonably necessary for the Supplier to undertake the Services or supply the Goods, or as otherwise agreed by the Territory;

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

10.4 Third Party Rights

The Supplier must ensure that:

- (1) the Territory’s use of any Contract Material and any Support 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 and any Support Material.

10.5 Moral rights

The Supplier 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

- (c) materially alter the work in any way.

10.6 Safekeeping and preservation of material

The Supplier 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 Supplier to retain).

11. Supplier's personnel

- (1) The Supplier must:
 - (a) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
 - (b) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Supplier for the performance of Services;
 - (c) 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
 - (d) 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.
- (2) The Supplier is wholly responsible for the co-ordination of any of its subcontractors and the administration of its subcontractors.
- (3) Approval by the Territory for the Supplier to subcontract does not relieve the Supplier from any liability or obligation under the Agreement and the Supplier is liable to the Territory for the acts and omissions of subcontractors and employees and agents of subcontractors as if they were acts or omissions of the Supplier.
- (5) The Territory may direct the Supplier to have removed from the performance of Services, any person employed in connection with the Services who, in the Territory's opinion, is guilty of misconduct or is incompetent or negligent.

12. Non-disclosure of Territory Information

12.1 Supplier's use of Territory Information

The Supplier 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 authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory;
- (3) notify the Territory immediately if the Supplier 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 Supplier were a public sector agency and must not (and must ensure that any subcontractor engaged by the Supplier under this Agreement does not) act or engage in any practice that breaches a TPP or a TPP Code; and
 - (b) cooperate 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.

12.2 Supplier to protect Territory Information

- (1) Except as provided in this Agreement, the Supplier must not disclose Territory Information to any person, nor deal with the Territory Information in any way except for the purposes 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 Supplier's solicitors, auditors, insurers or advisers;
 - (c) generally available to the public; or
 - (d) in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Supplier 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 only its authorised personnel have access to Territory Information.

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

12.3 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Supplier (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Supplier of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Supplier 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 this **clause 12.3**, it will keep the Supplier informed of all progress with the Complaint concerning the actions of the Supplier.

12.4 Acknowledgement of effect of Crimes Act

The Supplier 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 Supplier is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT).

13. Confidential Text under the Procurement Act

13.1 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.

13.2 Confidential Text

If **Item 8 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 9 Schedule 1** and **clause 13.3** applies.

13.3 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 Supplier (which consent must 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 Supplier;
- (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 the public revenue; or
- (8) is disclosed to the integrity commissioner.

14. Insurance and indemnity

14.1 Supplier's insurance

The Supplier must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance, professional indemnity insurance and product liability insurance in amounts not less than the amounts (if any) specified by **Item 6 Schedule 1**, and any other insurance specified in **Item 6 Schedule 1** with a Prescribed Insurer and must produce evidence of that insurance as required by the Territory.

14.2 Manufacturer's insurance

Without limiting **clause 14.1**, if the Supplier does not manufacture the Goods, the Supplier must do all things reasonably necessary to ensure:

- (1) the manufacturer of the Goods effects and maintains product liability insurance with coverage in the amount of not less than \$20 million in the aggregate; and
- (2) the Territory receives the benefit of any product liability insurance

coverage effected by the manufacturer of the Goods.

14.3 Indemnity

The Supplier indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with:

- (1) the Goods;
- (2) the supply of the Goods; and
- (3) the Services,

except to the extent that the Territory caused the relevant loss, damage or injury.

14.4 Claims to be made good

The Supplier must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 14.3** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Supplier under this Agreement.

15. Termination

15.1 Default

Either party may terminate this Agreement, at any time by notice to the other, if the other party:

- (1) is the subject of an Insolvency Event;
- (2) fails to commence timely supply of the Goods or 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.

15.2 Termination for any reason or reduction of Goods or Services

The Territory may, by not less than 6 months' notice to the Supplier, terminate this Agreement or reduce the Services or volume of Goods for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Goods supplied and Services rendered before the date of termination; and

- (b) subject to **clauses 15.2(2)** and **15.2(3)**, any reasonable costs incurred by the Supplier and directly attributable to the termination or reduction of Services or volume of the Goods, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Supplier 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 or volume of Goods; and
 - (c) continue to perform any part of the Services or supply any volume of the Goods not affected by the notice; and
- (3) in the event of a reduction of the Services or volume of Goods, 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 or volume of the Goods.

15.3 No prejudice

Nothing in this **clause 15** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

16. Dispute resolution

16.1 Negotiation of Dispute

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.

16.2 Mediation of Dispute

If the Dispute has not been resolved pursuant to **clause 16.1** within 28 days of referral of the Dispute to the senior executives (or such longer period as agreed by the senior executives in writing), then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of the Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.

16.3 No prejudice

Nothing in this **clause 16** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

17. General

17.1 Cooperation

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

17.2 Conflict of interest

The Supplier warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the supply of the Goods or 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.

17.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Supplier, 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 Supplier 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.

17.4 No assignment or subcontracting

- (1) The Supplier must not subcontract the supply of the Goods and/or the provision 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 Supplier or a company that controls the Supplier (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) In addition to the circumstances set out in **clause 17.4(2)**, “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:
 - (a) directly or indirectly control the membership of the board of directors of the corporation; or
 - (b) 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.

- (4) If the Supplier breaches **clause 17.4(1)**, the Territory reserves its rights, including requiring the Supplier 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.

17.5 Entire agreement

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

17.6 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.

17.7 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.

17.8 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.

17.9 Governing law and compliance with the law

- (1) 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.
- (2) The Supplier must ensure that the Goods to be supplied under this Agreement comply with all relevant industry codes and standards and the laws from time to time in force in the Territory.
- (3) The Supplier must comply with the laws from time to time in force in the Territory in providing the Goods and the Services.

17.10 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 Contract 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 two business days after the

date on which it was sent;

- (3) 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 (3) occurring.

17.11 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.

17.12 Survival of clauses

Clauses 12, 14.3 and 14.4 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

- Item 1. Contract Officers** For the Territory:
Chris Seddon
ACT Parking Operations
62077205
christopher.seddon@act.gov.au
- For the Supplier:**
Robert Di Cristo
Solutions Director
0414 766 122
rdicristo@duncansolutions.com.au
- Item 2. Term** From the date of this Agreement until 2 years from that date.
- Despite **clause 17.7**, the parties agree that the Territory may extend the Term in its absolute discretion for a further period of up to 1 year on the terms and conditions then in effect, by giving written notice to the Supplier no less than 3 months prior to the expiration of the then current Term.
- Item 3. Contract Price**
- (1) The Contract Price (GST inclusive) and instalments for invoicing are as set out in **Schedule 4**.
 - (2) Except if otherwise stated in this Agreement, the Contract Price is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including packaging, freight and delivery costs and other out-of-pocket expenses incurred by the Supplier.
- Item 4. Warranty Period** During the Warranty Period, the Supplier must without delay and at no cost to the Territory, correct all defects in the Goods by way of repair, replacement or such other means acceptable to the

Territory.

Warranty period for any replacement parts after machine repairs is to be 3 months from the date of repair. New/replacement parking machines are to have a 12month warranty against manufacturing, component and operational faults from the date of installation.

| | |
|---|--|
| Item 5. Specified Personnel | David Spencer – Operations Supervisor – Lead Technician Benjamin Harvey – Lead Technician (Assisting) |
| Item 6. Insurance | (1) Public liability insurance: \$20,000,000 (in respect of each occurrence). (2) Product liability insurance: \$20,000,000 in respect of each occurrence and in the annual aggregate). (3) Workers Compensation for the Australian Capital Territory |
| Item 7. Territory Information | Not used. |
| Item 8. Confidential Text | This Contract is a “notifiable contract” under the Procurement Act and Schedule 4 is Confidential Text. |
| Item 9. Grounds for confidentiality of Confidential Text | The Procurement Act, part 3 (Notifiable Contracts) applies to this Agreement. The Territory is satisfied that the Confidential Text is “confidential information” for the purposes of that Act because disclosure of the text would be an unreasonable disclosure of information about the business affairs of a person. |

SCHEDULE 2

THE GOODS AND SERVICES

The Supplier must supply the Goods and provide the Services as follows.

Item 1. The Services

- (1) Pay parking ticket machine maintenance services as further specified in the attached Statement of Requirements.
- (2) The relevant Assets are:

Duncans TX Pay and Display parking machines.
- (3) The scope of Services to be delivered by the Supplier includes:
 - (a) all the work specifically referred to or otherwise contemplated by the Agreement;
 - (b) any items not specially referred to or described in the Agreement which nonetheless are required to complete the Services and achieve the effective and efficient use and operation of the Assets; and
 - (c) all items of work reasonably inferred from the Agreement as necessary to properly execute and complete the Services.
- (4) The Supplier:
 - (a) may only modify or remove existing structures or services in accordance with the Agreement;
 - (b) must, with care and skill, support and protect all structures, walls, fences and all services, property and existing landscaping which may, unless so protected, be damaged as a result of the execution of the Services and must comply with the requirements of the Territory, or of relevant authorities for those services, for their protection from damage during construction or maintenance;
 - (c) must obtain prior written approval from the Territory in relation to the timing of any connect, disconnection or interference with existing structures or services;
 - (d) must carry out its own investigations to verify services locations prior to any excavations (and not take existing infrastructure records and information provided to the Supplier to be complete or accurate), and is responsible for the cost of any necessary repairs or relocations in the event of damage;

- (e) must immediately notify the Territory's Contract Officer upon discovering services that obstruct the performance of Services and in the event of any damage to any service including water, gas, steam, compressed air, electric, drainage, sewerage, telephone, fire alarm, control cable or other service in the area; and
 - (f) must also repair, divert, relocate, cut, seal, disconnect or make safe as required by the relevant authority for that service and so as to ensure continued operation.
- (5) The Supplier must provide operation and maintenance manuals for relevant Goods that are sufficiently comprehensive for routine operation, routine maintenance and repairs to be carried out by personnel who are technically competent to undertake operation and maintenance but who are not necessarily familiar with the equipment.
- (6) The Supplier must keep the site of Services clean and tidy and regularly remove rubbish and surplus material.

Item 2. The Goods

2.1 Goods

Spare parts and other Goods required or incidental to providing the Services in accordance with the Statement of Requirements, and may include replacement parking ticket machines (or parts thereof), and associated system and IT equipment.

2.2 Delivery and installation requirements

Delivery and installation of new equipment is to be 12 weeks from receipt of order.

Item 3. Not used

Item 4. Support Material

Includes:

- (1) any machine operating manuals;
- (2) online management training;
- (3) operational manuals for reporting system; and
- (4) the PEMS software, associated software products and reports generated by such software.

ATTACHMENT to Schedule 2 STATEMENT OF REQUIREMENTS

1. Definitions

| | |
|--|--|
| ADVT | Acquire Device Validation Toolkit |
| Central Management System | refers to the software system that records all transaction data for parking payments, machine functionality (faults and operations), formulates reports as required by the Territory |
| Contractor | means the Supplier, Reino International Pty Ltd ABN 75 079 147 201 trading as "Duncan Solutions Australia" of 15/39 Herbert Street, St Leonards NSW 2065. |
| Contractor Contract Manager | refers to the Contract Officer for the Contractor as specified in Item 1 Schedule 1 of the Agreement. |
| EMV | Europay, Mastercard, and Visa |
| Parking Machine | refers to the machine where payments for parking transaction are processed and a receipt or ticket is printed. |
| Pay-by-Phone Application (Parkmobile) | refers to the Territory's online payment system for parking transactions including Parkmobile or any replacement application. |
| PCI | Payment Card Industry |
| Territory Contract Manager | refers to the Contract Officer for the Territory as specified in Item 1 Schedule 1 of the Agreement. |

2. Scope

- 2.1.1. The Contractor must provide ongoing support and maintenance Services for the Territory's existing pay Parking Machines and Pay-by-Phone Application.
- 2.1.2. The provision of Services must include:
- a) servicing and maintenance of all Parking Machines within Territory owned government carparks and on-street parking areas;
 - b) preventative maintenance visits to all Territory owned Parking Machines (on a quarterly basis);
 - c) support and maintenance of the existing Pay-by-Phone Application (Parkmobile) including the provision of any updates or replacements to the existing application;
 - d) amending/updating tariffs on Parking Machines and Pay-by-Phone Application (as requested);
 - e) central management system hosting and maintenance; and the
 - f) supply of TX pay Parking Machines (replacement machines) to the same standard of current pay Parking Machines (if required).

3. Services

- 3.1.1. The Contractor must provide the Territory with comprehensive maintenance services for the pay Parking Machines installed at various site locations in the Territory. These Services include extended warranty on all new equipment installed, including the replacement of parts (excluding vandalism) and labour.

4. Maintenance Requirements

4.1. General Requirements

4.1.1. The Contractor must:

- a) monitor and attend to Parking Machine alarms;
- b) attend to and fix 'out of order' Parking Machines, resetting alarms upon the completion of Services; and
- c) undertake general reactive maintenance of Parking Machines, including weekly inspections, graffiti removal (as requested) and on-line diagnostics.

- 4.1.2. The Contractor is responsible for maintenance of all machine reportable faults and retains the responsibility for ensuring the long-term performance of the Parking Machines in the Territory.

4.2. Machine Alarms and Ticket Dispensing

- 4.2.1. All of the Territory's Parking Machines are fitted with alarms to indicate when an issue/problem is experienced. Alarms may be triggered due to:

- a) ticket depletion;
- b) coin jams;
- c) network communication error;
- d) cashbox full or faulty;
- e) access doors not closed;
- f) low battery charge; and
- g) or any other fault which cause a Parking Machine not to accept payment or initiate a parking session.

- 4.2.2. The Contractor must monitor and attend to all Parking Machine alarms within 4 hours, of notification. If the Contractor cannot rectify the issue, they must notify the Territory Contract Manager and advise of the delay and provide reason for delay and new time frame for repair.

- 4.2.3. The Contractor must attend to, and re-fill Parking Machine as ticket paper stock becomes low or depleted. The Territory's Parking Machines track ticket stock and trigger a warning or alarm at the remotely located central management system if the ticket level is low or depleted.

4.2.4. Replacement ticket paper stock must:

- a) operate in all weather conditions and not be affected by rain, humidity or extremes of temperature;
- b) include security features to minimize fraud. For example, holographic foil, or anti-copy printing; and be
- c) biodegradable thermal ticket paper. The Territory prefers not to use plastic based tickets for environmental reasons.

- 4.2.5. Following the replacement of ticket paper, the Contractor must test the machine to ensure the new paper stock has been installed successfully and does not cause paper jams or incorrectly printed tickets.
- 4.2.6. The Contractor must also attend to ticket jams and ticket feed and printer issues (as required).
- 4.3. **Machine Security and Cash Collection Systems**
- 4.3.1. Each of the Territory's existing Parking Machines are marked internally with a serial number. The Contractor must ensure all labelling is clearly identifiable and electronically tracked.
- 4.3.2. The Contractor must service and maintain the existing Parking Machines, which are divided across 9 individual parking system precincts:
- a) 4 service door keys are required per precinct (36); and
 - b) 4 vault door keys are required per precinct (36).
- 4.3.3. The Contractor must ensure maintenance staff are not able to access cash boxes from the Parking Machine. Access must be prevented through use of a lock, vault or similar.
- 4.3.4. The Contractor must ensure that security features are in place to prevent any unauthorised access into the Parking Machine, including:
- a) preventing access to the cash box and coins whilst it is inside the vault;
 - b) preventing access to the cash in the cash box once it has been removed from the parking ticket machine and before it arrives at the cash collection office;
 - c) prevention of coins being diverted between the coin slot and the cash box; and,
 - d) ensuring the Parking Machine is secure from "coin harvesting" practices.
- 4.3.5. The Contractor must ensure that the design of Parking Machines is such that cash collection can occur in all weather conditions without adversely affecting the operation of the ticket machine.
- 4.3.6. The Contractor must ensure that the cash storage area or cash box within each Parking Machine should have a reasonable capacity of coins.
- 4.3.7. The Contractor must ensure that the cash boxes are lockable, secure, robust, designed ergonomically and facilitate quick, easy and safe removal/changeover by cash collection personnel. The Contractor must ensure that the cash boxes are supplied with a secure lock all keyed the same. All hinges must be enclosed and there should be no sharp edges that could cause injury during any stage of handling the cash box.
- 4.3.8. The Contractor must ensure that the Parking Machines are capable of being programmed to shut down the cash operating mechanism when the cash box reaches a certain level and that credit card payments need to still be permissible. In these circumstances, the Contractor must ensure that the Parking Machine displays a message which indicates that "cash payments are not possible, but credit card payments will still be accepted".
- 4.3.9. The Contractor must ensure that all supplied cash boxes are to be marked with a unique identifier in a manner approved by the Territory. As a minimum, this unique identifier must include a serial number, ownership details and a contact telephone number.
- 4.3.10. The Contractor must ensure that upon removal of the cash box, the Parking Machine will generate an audit receipt and transfer cash box revenue data to the central management system in real time. Contractor must ensure that the Parking Machine must be equipped with memory to record the revenue collected

between each cash collection and that this memory is able to be retained in the event of a flat battery or damage to the Parking Machine.

4.3.11. As a minimum, the Contractor must ensure that the information on the audit receipt shows:

- a) an alpha numeric Parking Machine ID;
- b) the date and time of cash collection;
- c) a total amount that should be contained within the cash box (audit amount);
- d) a breakdown of the audit amount into coin denominations;
- e) the sequential ticket machine collection number; and
- f) the audit receipt should be the same size as a standard ticket.

4.3.12. The Contractor must ensure that Parking Machines using a removable cash box system for collections include 2 cashboxes in the quoted price of every Parking Machine.

4.4. **Maintenance and Programming Function.**

4.4.1. The Contractor must ensure that the Parking Machines operate continuously (24 hours, 7 days per week), including when parking controls are not in operation for all of this period and that Parking Machines are capable of changes to these characteristics upon request by the Territory.

4.4.2. The Contractor must ensure that the Parking Machines are capable of programming public holiday periods two (2) years in advance.

4.4.3. The Contractor must ensure that Historical data is not stored in volatile storage devices and is equipped with a back-up battery for when supply power is interrupted.

4.4.4. The Contractor must ensure that On-board backup is provided for every item of equipment, for retention of program information for a minimum period of 2 weeks and for a minimum of 2,500 transactions if communication to the server is lost.

4.4.5. The Contractor must ensure that the Parking Machines are able to be programmed within 3 days and do not accept payments during special events or holidays as determined by the Territory.

4.5. **Graffiti Removal**

4.5.1. Upon request by the Territory, the Contractor must remove graffiti when identified during reactive and preventative maintenance visits.

4.5.2. Contractor must use environmentally friendly cleaning agents approved by the machine manufacturer.

5. Preventative Maintenance Requirements (Quarterly)

5.1.1. On a quarterly basis the Contractor must undertake preventative maintenance services on all of the Territory's existing Parking Machines.

5.1.2. As part of the preventative maintenance the Contractor must:

- a) clean, service and check operation of printer;
- b) clean, service and check operation of coin accepting mechanisms;
- c) clean, service and check operation of card payment systems;
- d) check and service mobile network communications;
- e) make sure display is legible and operating correctly;
- f) buttons are intact and functioning correctly; and
- g) all above items are to be operating as per manufacturers specifications.

6. Pay-by-Phone Application (Parkmobile)

- 6.1.1. Contractor must manage and support the current Territory's Pay-by-Phone Application "Parkmobile" and provide a replacement application if Parkmobile is discontinued.
- 6.1.2. As part of the management and support for Pay-by-Phone Application the contractor must:
 - a) process the payments made on the Pay-by-Phone Application;
 - b) update parking tariffs structures within the application at the Territory's request;
 - c) record payments in a central management system; and
 - d) keep all information in a secure protected environment

7. Credit-card Processing & Clearance

- 7.1.1. The Contractor must manage and support the credit card system associated with the Territory's Parking Machines for processing Visa and Mastercard transactions.
- 7.1.2. The Contractor must ensure that all credit card transactions and cash deposits are processed via Westpac as the acquiring bank.
- 7.1.3. At a minimum, the Contractor must ensure that the credit card system performs online processing of credit card transactions and includes procedures for credit card transactions which are secure and easy to use. The Contractor must ensure that Parking Machine credit card transactions are completed in a timely fashion.
- 7.1.4. The Contractor must ensure that the credit card processing system:
 - a) processes Visa and Mastercard payments;
 - b) does not accept payments outside of the pay parking operating hours, other than pre-payment options;
 - c) has the relevant PCI verified by an independent third party. The Contractor must maintain and be able to verify with documentary evidence relevant PCI compliance including PCI Data Security Standard (PCI DSS), Payment Application Data Security Standards (PA DSS), and PCI PIN Transaction Security (PCI STS);
 - d) includes intrusion protection and intrusion detection capabilities;
 - e) is performed using a certified EMV solution. EMV certified hardware/software (i.e. EMV level 1 and 2) alone, does not constitute a complete EMV solution. The Contractor must ensure that the end-to-end process is tested and certified for EMV compliance, with all transactions being processed accordingly through an EMV compliant gateway onto any applicable financial institutions. The Contractor must ensure that testing should be conducted by a recognised authority and to include Visa ADVT and MasterCard M-TIP certification processes; and
 - f) the EMV credit card processing includes the ability to change the floor limits for on-line and off-line processing and will revert to magnetic stripe reading in the event of a damaged chip or an older credit card (as per EMV policy).
- 7.1.5. The Contractor must ensure that PCI and EMV compliance must be maintained for the life of the Agreement.
- 7.1.6. From time to time new credit card types may be introduced that cannot be processed by the Parking Machines original card reader. The Contractor must update the credit card solution (including back office support) to ensure new cards can be processed (noting any costs to upgrade the credit card solution will be borne by the Contractor).

8. Reimbursement of Transactional Fees

- 8.1.1. If the Contractor must pay banking/transaction fees on behalf of the Territory, and must submit a tax invoice for reimbursement.
- 8.1.2. Contractor must supply evidence of all banking/transaction costs.

9. Central Management System

9.1. General Requirements

- 9.1.1. The Contractor is responsible for managing a Central Management System for routing credit card processing, Pay-by-Phone Application payments, recording alarms and providing reporting functions.
- 9.1.2. The Central Management System must:
 - a) record the Asset IDs for each Parking Machine including their location. The location reference must be accessible by field technicians to assist with responding to faults;
 - b) include software upgrades that are, or may be, required in order to maintain the operation of the equipment for the intended purpose;
 - c) have an automatic configuration of system for events including daylight saving, and public holidays at no extra charge;
 - d) be able to be connected and updated from a remote location;
 - e) have appropriate protection from over voltage and lightning surges;
 - f) have tariffs that are programmable down to ½ hour intervals. The system has the ability to create stepped tariffs and overnight rates;
 - g) be able to undergo tariff programming of parking fees and minor tariff structural changes by the Territory;
 - h) monitor, control and recording of all operational and revenue based activities in an event log that can be searched based on simple text;
 - i) the Central Management System will be provided with full operational documentation with systems possessing a help file or accessible system based documentation being highly regarded;
 - j) record the Parking Machine ID, date, time, amount, parking time purchased and type of transaction carried out by each Parking Machine. Individual transaction data must be easily retrievable;
 - k) record and monitor the real time operational status, faults, alarms and warnings of each Parking Machine;
 - l) record historical events and alarms;
 - m) automatically notify maintenance staff via wireless communications of fault alarms or warnings in real time;
 - n) record all audit data from cash collections, including ticket machine ID, date and time of collection and amount of cash collected;
 - o) be able to remotely update operational settings of the Parking Machines;

- p) allow secure remote access by designated Territory staff, contractors or consultants at all times;
- q) facilitate alternative payment methods if necessary;
- r) allow designated Territory staff, contractors or consultants to execute reports when needed and schedule reports to execute at specified dates;
- s) view "service door open" events and "vault door open" events; and
- t) be able to provide an estimate of the percentage of coins being rejected by the validator.

9.1.3. The Parking Machine system must also be able to:

- a) upload financial transaction data in real time;
- b) indicate the operational status of all equipment connected to the system showing view of equipment condition in relation to serviceability, ticket stocks, battery condition and all equipment alarms that can potentially affect the collection of revenue and provision of high levels of customer service;
- c) indicate quick review of recent alarms generated by the system;
- d) indicate coin levels in real time; and
- e) allow login user rights-varying access rights with differing administration permissions.

9.2. Reporting Requirements

9.2.1. The Contractor must ensure that the Central Management System provides statistics on all user groups including the ability to:

- a) export data to Excel (or other applications such as PDF, csv, Crystal Reports) without any additional cost or procedure; and
- b) perform daily reporting based on 24 hour intervals or specific time periods determined by the Territory incorporating all transactions, revenue, cash and credit card movements and events that potentially affect revenue (total transaction log).

9.2.2. The Contractor must ensure that financial and statistical data is flexible in order to provide information on individual parking areas that may be created in the future.

9.2.3. The Contractor must ensure that statistical and financial reporting is able to be accessed remotely by authorised computers (or users) so that the Territory, for example, can access and view information relating to the Parking Machine operations. The Contractor must specify if there is a limit to the number of user licences provided as part of the fixed costs.

9.2.4. The Contractor must be able to provide:

- a) short form transaction summary including the information identified in **section 8.1.2**
- b) analysis of transactions by length of stay based on standard casual parking. Analysis of transactions by payment method (frequency of tariff step usage over selectable periods determined by management) and payment type; and
- c) graphical/ chart representation of the above requirements.

9.2.5. The Contractor must ensure that reports are able to sort data by Parking Machine, by area or zone, by daily, weekly, monthly and yearly, or selectable date

range formats as required by the Territory.

9.2.6. The Contractor must provide:

- a) a report detailing cash collection dates, times, audit amounts, cash collection sequence numbers and corresponding cash box IDs.
- b) daily collections of coin transactions. Reports should provide a breakdown by coin types (\$2, \$1, 50c, 20c, 10c).
- c) a report of all Parking Machine warnings, faults and events showing the time and date the event occurred, and the date and time the event was rectified.
- d) a report of the downtime/ uptime of each of the installed ticket machines (or ticket machine groups). This is to be expressed both as a percentage and in actual hours during the operational time of each Parking Machine (or Parking Machine group) over the specified time period.
- e) a report of individual transaction data detailing the date, time, amount, parking time purchased, and type of transaction carried out by each Parking Machine; and
- f) report on communication errors between Parking Machines and central management system. It is desirable to be able to view the history of file downloads from the central management system to the Parking Machine.

9.2.7. The Contractor must ensure that the Central Management System is able to provide indefinite access to important financial and transaction information.

9.2.8. The Contractor must ensure that the system allows comparison of current year trading to previous years' trading.

9.2.9. The Contractor must ensure that statistical data such as usage, payment and length of stay statistics are available on the system for a minimum of 3 years with back up of information prior to purging this information.

9.2.10. The Contractor must ensure that charts are presented where possible to assist with quick interpretation of the data.

9.2.11. The Contractor must ensure that the Central Management System includes GPS data for each machine and can provide reports detailing the status of each machine displayed on a mapping tool.

9.3. Data Recovery and Back-up Requirements

9.3.1. The Contractor must provide ongoing backup of system data. A data image of the system must be provided to the Territory upon request with the ability to be integrated into common database formats.

9.3.2. The Contractor must have suitable data recovery procedures for a major outage.

9.3.3. The Contractor must have suitable data protection features (for example, security features and firewall protection).

9.3.4. The Contractor must ensure that the data centre used by the Contractor has suitable security features.

9.4. Data Collection and Storage Requirements

9.4.1. The Territory has an interest in the security of sensitive personal and commercial information. The Contractor must ensure that the Central Management System restricts access to parking information to client authorised users and approved personnel, and that credit card information is treated securely in line with PCI-DSS and EMV protocols.

10. Replacement Machines

- 10.1.1. The Contractor may be required to supply TX Pay Parking Machines (replacement machines). The Contractor must provide these replacement machines to the same standard of the Territory's current Pay Parking Machines (asand if required).

11. Reporting

- 11.1.1. In addition to the reporting requirements identified at section 9.2, the Contractor must also provide the following report:

| Title | Description | Distribution | Timing |
|--------------------------------------|---|----------------------------|---------------------------|
| Maintenance and Works summary | The report must include: a) faults rectified by machine; b) summary of the cause of fault; and c) parts replaced (if required) | Territory Contract Manager | Second week of each month |

12. Meetings

- 12.1.1. The Contractor must attend the following meetings:

| Meeting | Timing | Attendees |
|--------------|---|---|
| Adhoc | When/if required by either the Territory and/or the Contractor. | Territory Contract Manager, Service and Support Manager, Sales Manager and other attendees the Supplier deems to be needed. |

- 12.1.2. Either party may request additional meetings throughout the Term of the Agreement to aid communication or resolution of issues, and overall contract management, at no additional costs to the Territory.

13. Transition Out Requirements

- 13.1.1. During the transition-out phase the Territory's responsibilities will include:

- a) providing internal staff to work with the Contractor; and
- b) managing the overall transition from the current arrangement to the new Contractor arrangement.

- 13.1.2. During the transition-out phase the Contractors responsibilities will include:

- a) providing support as required during the transition and implementation to allow problem determination and resolution; and
- b) meeting as required with the Territory's project manager and other stakeholders as required.

- 13.1.3. As part of the transition planning, the Territory and the Contractor will be required to agree on:
- a) the transitioning out criteria; and
 - b) support and works required to the transitioning of new hardware and software.
 - c) supply and storage of all transaction data.

14. Contract Management and Governance

- 14.1.1. The Territory requires regular discussion with the Contractor to ensure that services being undertaken are to the satisfaction of the Territory.
- 14.1.2. The Contract must be managed in accordance with the Territory contract management plan and any variations to the Contract will not be accepted without prior Territory written approval.
- 14.1.3. The Contractor must nominate a Contract Manager as the authorised representative under the Agreement and the key contact for notices under the Agreement. The Contract Manager must have delegation to represent the Contractor in all respects, including ensuring alignment with the Territory's strategic priorities.
- 14.1.4. A Territory Contract Manager with appropriate delegations will engage and work with the Contractor Contract Manager.
- 14.1.5. The Territory reserves the right to negotiate the inclusion of additional Services or amendment of existing Services for the term of the Agreement.

15. Key Performance Indicators and Performance Management

- 15.1.1. The Contractor must achieve compliance with the KPIs, specified below, to the satisfaction rating specified target against each KPI, unless otherwise specified by the Territory.
- 15.1.2. The KPIs shall be used to measure ongoing performance and raise any issues in any contract management meetings with the Contractor . The KPIs may also be used to inform any decision on exercising any contract options available. Exercise of contract options will be at the discretion of the Territory.
- 15.1.3. The performance of the Contractor must be monitored against the agreed key performance measures in the table in section 15.1.6. which will form part of the Agreement. Additional costs incurred by the Contractor in correcting unsatisfactory achievement of targets will be borne entirely by the Contractor.
- 15.1.4. Where a deficiency in the Contractor's performance is identified, (i.e. the Contractor fails to meet key performance indicator within the review period), the Territory and the Contractor must work together to develop a means of remedying the deficiency. Where an identified deficiency is unable to be remedied or non-performance continues despite a remedy being implemented, the Territory may seek to terminate the Agreement for default.

Sch 2.2(a)(xi)

SCHEDULE 3

SPECIAL CONDITIONS

See clause 17.11

- (1) In these Special Conditions “IT Equipment” means all software, hardware or other equipment to be installed, operated or otherwise used for information and or communications technology purposes in delivering the Goods or Services.
- (2) Without limiting any other clause of this Agreement, the Supplier warrants that:
 - (a) each item of IT Equipment supplied pursuant to this Agreement:
 - (i) is free of defects in materials and workmanship,
 - (ii) complies and operates in accordance with any technical or descriptive specifications of functional, operational, performance or other characteristics specified for that item of IT Equipment in the Agreement or in any documentation accompanying that IT Equipment, and
 - (iii) correctly interprets dates and correctly performs calculations or functions using dates and its operation, including with related IT Equipment and other parts of the payparking machines, will not be adversely affected by the date; and
 - (b) no virus or malicious code will be introduced into the Territory's systems as a result of the supply by the Supplier of any IT Equipment or as a result of any other act or omission of the Supplier in connection with carrying out the Services.
- (2) Without limiting any other clause of the Agreement, the Supplier must assign to the Territory the benefits of warranties given by any supplier from whom the Supplier sources any IT Equipment and for that purpose must execute any instrument necessary to give effect to the assignment within 7 days of the Supplier becoming entitled to the benefit of such warranties. The assignment of a warranty pursuant to this clause does not in any way relieve the Supplier of the obligation to comply with warranties given by the Supplier under this Agreement.
- (3) The Supplier must:
 - (a) deliver to the Territory a copy of the installed version of each item of software comprising the IT Equipment incorporated in the payparking machines; and

- (b) maintenance and version updates and new releases of software provided or made available by the Supplier to the Territory under this Agreement,

in each instance, in a storage medium reasonably satisfactory to the Territory, together with a copy of all documentation, including licence terms, warranty terms and operating manuals associated with each item of such software.

- (4) The Supplier will, if required by the Territory, enter into an escrow arrangement in respect of the source code of all software developed for the purposes of this Agreement.

SCHEDULE 4

Confidential

Confidential

Table 3: Card Processing Fees



DATE OF THIS AGREEMENT is the date the last party signs after the first party has signed.

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness)
Print name

.....
Print name)
Date

SIGNED by or for and on behalf of)
REINO INTERNATIONAL PTY LTD)
in accordance with section 127 of the)
Corporations Act 2001 by:)
Signature of director

.....
Signature of director/secretary)
Print name and position

.....
Print name and position)
Date

.....
Date

Note:
Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Supplier's constitution.

Chief Minister, Treasury and Economic Development Directorate

To: Minister for Business and Better Regulation *JC 14/3/22* Objective No.: 22/23658

Date: 11/03/2022

From: Chief Operating Officer, Access Canberra

Subject: Minister Weekly Brief Week Ending 11 March 2022

Important information

1. Comms for the transition from ParkMobile to EasyPark commences (14 Mar). A brief is being prepared for you (additional to Caveat brief 22/22043).

Call backs and follow-ups

Out of scope

Out of scope

Compliance, regulatory enforcement and communications

Out of scope

Service Centres (SC), Contact Centre and Service delivery

Out of scope

Out of scope

Licensing and registrations

Out of scope

Major Events

Out of scope

Signatory Name: Margaret McKinnon,
Chief Operating Officer

Phone: 6207 7290

Action Officer: Tanya Buckley

Phone: 6205 0972

| Attachment | Title |
|--------------|--------------|
| Attachment A | Out of scope |

Out of scope

Out of scope

Chief Minister, Treasury and Economic Development Directorate

| | | |
|-------------------------|--|------------------------|
| To: | Minister for Business and Better Regulation | Tracking No.: 22/25459 |
| CC: | Minister for Transport and City Services | |
| From: | Executive Branch Manager, Engagement, Compliance and COVID-19 Response | |
| Date Rec in MO: | 18/03/2022 | |
| Subject: | Transition from ParkMobile to EasyPark (pay parking app) | |
| Critical Date: | 25/03/2022 | |
| Critical Reason: | ParkMobile app will be discontinued on 30 March 2022 | |

Recommendations

That you:

- **Note** the information contained in this brief.

Noted / Please Discuss

Tara Cheyne MLA



18/03/2022

Minister's Office Feedback

Background

1. As outlined in Caveat Brief (**22/22043**) to you of 7 March 2022, Reino International Pty Ltd, trading as Duncan Solutions Australia (**Duncan**), currently holds the contract for the supply, installation and maintenance of pay parking ticket machines for ACT Government operated paid parking areas.
2. As part of the contract requirements, Duncan is required to provide a pay by phone option. The current provider is ParkMobile. Duncan has informed Access Canberra that EasyPark Group has acquired ParkMobile and the ParkMobile app will be discontinued on 30 March 2022 and be replaced with the EasyPark app from 31 March 2022.
3. The roll out of EasyPark in ACT Government carpark areas will commence on 28 March for the 30 March 2022 commencement.
4. Currently about 14 percent of the Territory's total parking payments each month (or approximately 28,000 payments) is through ParkMobile, with the remainder being card (debit/credit) or cash payments. It is expected that the proportion of app based payments will increase with this change, noting the popularity of the EasyPark app.

Issues

Streamlining of parking apps across the city

5. The transition to EasyPark will mean a further streamlining of the apps needed to pay for parking in the ACT. EasyPark has been used as the pay by phone option by the National Capital Authority (**NCA**) since October 2020 and at Canberra Airport this year. This will mean that Canberrans can use the same app to manage their parking activity and support their trip planning across the ACT. Some private car parks in the ACT may still use other apps, such as PaybyPhone. However, the two main parking providers (being ACT Government and NCA) will be consistent

6. **Out of scope**

7. EasyPark is also used by governments and councils in Victoria, NSW, Queensland, Tasmania. Through the transition from ParkMobile to EasyPark, it will now also be used in Western and South Australia. Its use in the ACT will support a seamless parking experience for tourists visiting the city, or interstate transit. More broadly, the app is used in 25 countries and 3200 cities around the world.

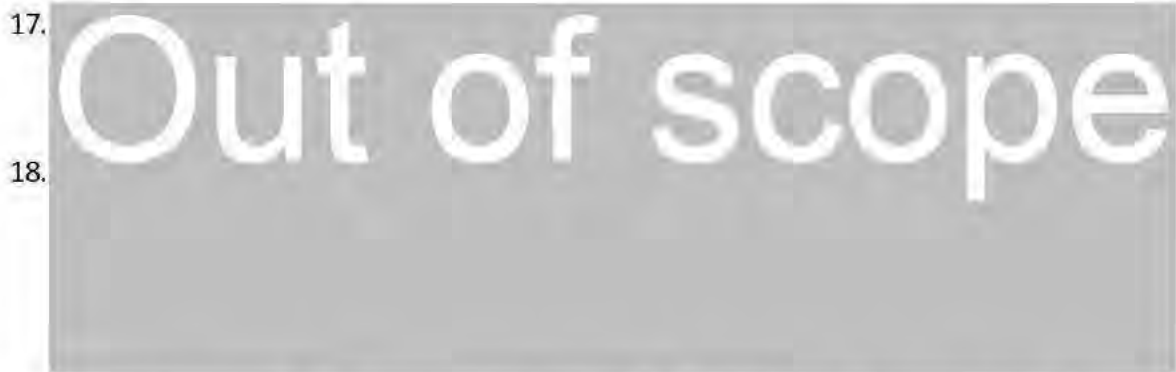
Greater flexibility, functionality for users

8. The Easy Park app provides additional functionality over the existing ParkMobile option, which will likely be welcomed by users.
9. Unlike ParkMobile, EasyPark operates in a pay after system which means customers do not have to pay in advance for their parking and will only pay for the time they use.

10. It also provides a customisable user-friendly interface with advanced user options and services, including finding car parking areas through an interactive map, and 'dialling up or down' parking time, in real time, to adjust payment times.
11. Users can choose when they receive notice before their session expires (from five minutes to an hour), enabling them to return to their vehicle or adjust their parking time.
12. The map of parking areas as well as guided navigation to them through the app may assist Canberrans in their trip planning, enabling a greater mode shift between transport options.
13. EasyPark also provides a Business Function, enabling businesses to fund and track employee parking expenses through the Business Profile in the app.

Cost to User

14. Unlike ParkMobile, EasyPark is a user pays system. This means additional cost will be incurred by users through transaction fees that drivers don't currently pay using ParkMobile.
15. EasyPark offers two pricing models to users:
 - EasyPark Casual plan: no upfront or monthly fees, 10 percent commission charged on the actual parking fee.
 - EasyPark Saver plan: subscription based at \$1.99 per month + 2.25 percent commission per transaction.
16. If a driver parks in the ACT Government's most expensive car parking area at \$18 a day and uses a casual plan, they will pay an extra \$9 for a five-day week to use the app. If they use the Saver Plan, it would cost \$2.43 for the same period to use the app.



19. Access Canberra has requested that EasyPark be clear in their information stickers on meters, signage and associated communications that commission fees are charged for transactions using EasyPark. Supporting communications by Access Canberra (see Communications Strategy at [Attachment A](#)) will also advise of this charge.

20. Out of scope

Security and assessment of the app

21. Out of scope

22.

Engage and educate approach to support the change

23. Canberrans wanting to use the EasyPark app, will need to download it and re-enter their vehicle and payment information, with this detail not transitioning automatically between the ParkMobile and EasyPark apps. This process generally takes about five minutes to complete.
24. In addition, they will need to familiarise themselves with the new app functionality and understand that there is a cost to using the app, in addition to the parking fee.
25. Noting this is a change process, Access Canberra will apply an *engage and educate* approach to parking compliance in ACT Government carparks for two weeks, while Canberrans adjust to the changes, as follows:
 - a. **Engage:** 18 March to 30 March 2022 – information provided to the community about the change from ParkMobile to EasyPark.
 - b. **Educate:** 31 March to 15 April - Educate the community on paid parking requirements, safe and legal parking and the payment options available. During this time warning notices will be placed on the vehicles as well as information on the change.
 - c. **Enforce:** 19 April 2022 (after Easter) onwards – Enforcement activities will resume from this date. However, a level of communication and review will continue as needed
26. A Communications Strategy has been developed (see Attachment A) and is outlined further in the brief.

Financial Implications

EasyPark - savings

27. There is an expected saving to the Territory of between \$30,000 and \$40,000 a month (up to \$480,000 pa) through the transition to EasyPark. This will be a saving to Territorial expenses.
28. This saving will occur as the ACT Government previously subsidised transaction and other costs when Canberrans used ParkMobile (such as access costs and costs for reminder text messages) and this will not occur with EasyPark, noting the different user model.
29. It is also recommended that subsidisation does not occur with EasyPark, for the reasons outlined in this brief, and noting that to do so would likely mean that the Territory would need to pay the service fee of 10 percent of all transactions.

30. **Out of scope**

31. EasyPark is covering all costs associated with the change, including meter signage and their associated communications.

Consultation

Internal

32. Access Canberra Communications Team, Finance and Budgets and the Fair-Trading Commissioner.

Cross Directorate

33. Transport Canberra and City Services (**TCCS**), Parking Coordination Group (**PCG**), Digital, Data and Technology Solutions (**DDTS**), Treasury in CMTEDD, the Government Solicitors Office (**GSO**) and CMTEDD Communications.

External

34. Duncan and EasyPark to facilitate the move to EasyPark and to ensure communication regarding the change reaches users of ACT Government carparks.

35. **Out of scope**

Work Health and Safety (WHS)

36. Increased cashless parking uptake supports the WHS of parking officers by reducing cash handing, which reduces both the COVID and security risk to officers during cash collection.

37. The engage and educate approach, which includes a warning period prior to enforcement in pay parking areas, will enable Canberrans to adjust to the new payment method, thereby reducing the likelihood of occupational violence against inspectors undertaking enforcement activity.

Communications, media and engagement implications

38. A communications strategy has been prepared to support this transition in partnership with CMTEDD Communications (see Attachment A).

39. A key element is the placement of courtesy warning notices on offending vehicles over a two-week period to enhance awareness and support future parking compliance. The warning notices will be placed in white envelopes (to differentiate the warning notices from enforcement notices) and be accompanied by an educational postcard/flyer.

*please update
we are next
w.*

40. EasyPark will provide new stickers for the parking meters and notifications for existing ParkMobile users advising them of the change and will update ParkMobile web content to re-direct users to EasyPark.

41. Access Canberra will update its website, issue social media and other communications tactics as outlined in the strategy.

Signatory Name: Emily Springett Phone: 59093
Executive Branch Manager

Action Officer: Ben Hobbs Phone: 52574
Director for Parking Operations
Compliance

Attachments

| Attachment | Title |
|--------------|--------------|
| Attachment A | Out of scope |

ISSUE: Parking Operations

Out of scope

[If asked about EasyPark app](#)

[If asked about EasyPark costs](#)

[If asked about EasyPark transition](#)

Talking points:

Out of scope

| | | |
|-----------------------------------|--|------------|
| Cleared as complete and accurate: | 02/04/2022 | |
| Cleared for public release by: | Executive Branch Manager | Ext: 59093 |
| Contact Officer name: | Ben Hobbs | Ext: 52574 |
| Lead Directorate: | Chief Minister, Treasury and Economic Development | |
| Objective Ref: | 22/23629 | |

Out of scope

If asked about EasyPark app

- Duncan Solutions Australia (Duncan) currently holds the contract for the supply, installation, and maintenance of pay parking ticket machines for ACT Government operated paid parking areas.
- As part of the contract requirements, Duncan are required to provide a pay by phone option. The provider was ParkMobile.
- Duncan informed Access Canberra that ParkMobile has been acquired by EasyPark Group.
- ParkMobile was discontinued on 31 March 2022 and replaced with the EasyPark app on the same date.
- A change to meter signage commenced from 26 March 2022.

| | | |
|-----------------------------------|---|------------|
| Cleared as complete and accurate: | 02/04/2022 | |
| Cleared for public release by: | Executive Branch Manager | Ext: 59093 |
| Contact Officer name: | Ben Hobbs | Ext: 52574 |
| Lead Directorate: | Chief Minister, Treasury and Economic Development | |
| Objective Ref: | 22/23629 | |

- EasyPark is also used as the pay by phone option by National Capital Authority (NCA). This has been in place since October 2020 and was also recently introduced at Canberra Airport in 2022.
- EasyPark provides a customisable user-friendly interface with advanced user options and services, including finding car parking areas through an interactive map, and 'dialling up or down' parking time, in real time, to adjust their payment times.
- The map of parking areas may assist Canberrans in planning their trip, enabling a greater mode shift between transport options.
- EasyPark is one option drivers can use when paying for parking in the ACT. Drivers can still pay using credit/debit card or cash at the parking meter.
- EasyPark is also used in all states and territories.

EasyPark Costs

- Unlike ParkMobile, EasyPark operates in a pay after system, which means customers do not have to pay in advance for their parking – they only pay for the time they use.
- However, unlike ParkMobile, EasyPark is a user pay system. This means additional costs will be incurred by users through transaction and commission fees.
- EasyPark offers two pricing models to users:
 - The first option is the EasyPark Casual plan. With the EasyPark Casual plan there are no upfront or monthly fees, the only fee that is charged is a 10 per cent commission of the actual parking fee.
 - For those users that pay for parking more frequently EasyPark offer the Saver plan. This plan is subscription based and costs \$1.99 per month + 2.25 percent commission per transaction.
- If a driver parks in a long stay parking area at \$18 a day and uses a casual plan, they will pay an extra \$9 for a five-day week to use the app. If they use the Saver Plan, it will cost \$2.43 for the same period to use the app.
- The community can still choose to pay for their parking at the meter using a credit/debit card or cash.

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| Cleared as complete and accurate: | 02/04/2022 | |
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| Objective Ref: | 22/23629 | |

EasyPark Transition

- The first four days of operation saw a steady increase in the use of the new contactless payment method:

| Day/Date | Monday 28.03.2022 | Tuesday 29.03.2022 | Wednesday 30.03.2022 | Thursday 31.03.2022 | Total |
|----------------------------|----------------------|-----------------------|-------------------------|------------------------|----------|
| Transactions with EasyPark | 310 | 531 | 792 | 1391 | 3024 |
| Revenue | \$1087 | \$2024 | \$3244 | \$7443 | \$13,798 |

- On the first day of just EasyPark operating (31/3), there were 1391 transactions. This compares to 1590 with ParkMobile on the same day, the previous week.
- Access Canberra has not received any complaints (either through the Contact Centre or Complaints Management Team) about EasyPark to date.
- As at 1 April, one incorrect parking zone tariff has been identified through the change to EasyPark. **Out of scope**. All users overcharged in this area between 28 and 31 March have been identified and EasyPark will automatically refund the overpayment (\$6) back to users. No complaints have been received.
- Access Canberra Parking Inspectors is supporting Canberrans to transition to the new provider by using warnings where appropriate where payments may not have been made.
- As at 1 April, 30 parking warning notices have been issued to vehicles. Warnings include information on safe and legal parking and payment options available.
- Access Canberra is working closely with Duncan and EasyPark to ensure the transition continues smoothly.

Background Information

Out of scope

Cleared as complete and accurate: 02/04/2022
 Cleared for public release by: Executive Branch Manager Ext: 59093
 Contact Officer name: Ben Hobbs Ext: 52574
 Lead Directorate: Chief Minister, Treasury and Economic Development
 Objective Ref: 22/23629

Out of scope

| | | |
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| Objective Ref: | 22/23629 | |

Portfolio/s: Business and Better Regulation

ISSUE: EasyPark app

[If asked about EasyPark app](#)

[If asked about EasyPark costs](#)

[If asked about EasyPark transition](#)

Talking points:

- The EasyPark app is one option drivers can use when paying for parking in the ACT. Drivers can still pay using a credit/debit card or with cash at the parking meter.
- Transition to the new parking app has gone smoothly for Canberrans using this service with more than 21,000 transactions so far during April alone.
- Pleasingly the data shows that users are taking advantage of the 'pay after' functionality to adjust their parking times - paying for just the time they have parked, saving them on the cost of parking sessions.

[If asked about EasyPark app](#)

- Duncan Solutions Australia (Duncan) currently holds the contract for the supply, installation, and maintenance of pay parking ticket machines for ACT Government operated paid parking areas.
- As part of the contract requirements, Duncan are required to provide a pay by phone option. The provider was ParkMobile.
- Early this year, Duncan informed Access Canberra that ParkMobile was acquired by EasyPark Group.
- ParkMobile was discontinued on 31 March 2022 and replaced with the EasyPark app on the same date.
- A change to parking meter signage commenced from 26 March 2022.
- EasyPark is also used as the pay by phone option by National Capital Authority (NCA). This has been in place since October 2020 and was also recently introduced at Canberra Airport in 2022.
- EasyPark is used in all states and territories.

| | | |
|-----------------------------------|--|------------|
| Cleared as complete and accurate: | 22/04/2022 | |
| Cleared for public release by: | Executive Branch Manager | Ext: 59093 |
| Contact Officer name: | Ben Hobbs | Ext: 52574 |
| Lead Directorate: | Chief Minister, Treasury and Economic Development | |
| Objective Ref: | 22/40327 | |

If asked about EasyPark Costs

- Unlike ParkMobile, EasyPark operates in a pay after system, which means customers do not have to pay in advance for their parking – they only pay for the time they use.
- However, unlike ParkMobile, EasyPark is a user pay system. This means additional costs will be incurred by users through transaction and commission fees applied by EasyPark.
- EasyPark offers two pricing models to users:
 - The first option is the EasyPark Casual plan. With the EasyPark Casual plan there are no upfront or monthly fees, the only fee that is charged is a 10 per cent commission of the actual parking fee.
 - For those users that pay for parking more frequently EasyPark offer the Saver plan. This plan is subscription based and costs \$1.99 per month + 2.25 percent commission per transaction.
- If a driver parks in a long stay parking area at \$18 a day and uses a casual plan, they will pay an extra \$9 for a five-day week to use the app. If they use the Saver Plan, it will cost \$2.43 for the same period to use the app.
- The community can still choose to pay for their parking at the meter using a credit/debit card or with cash.

If asked about EasyPark Transition

- In the first three weeks of April 2022 there were 20,974 EasyPark transactions, totalling \$103,482.86 and an average spend of \$4.93.
- For the same period in 2021 (1 April – 21 April) there were 27,698 transactions through ParkMobile, totalling \$204,256.69 of payments and an average spend of \$7.37.
- This reduction of average spend indicates users are benefitting from the EasyPark 'pay after' system that allows users to only pay for the parking they require.
- In the first week of operation, one incorrect parking zone tariff was identified as having been applied. **Out of scope**
[REDACTED] All users overcharged in this area received a refund of the overpayment by EasyPark.

Cleared as complete and accurate: 22/04/2022
Cleared for public release by: Executive Branch Manager Ext: 59093
Contact Officer name: Ben Hobbs Ext: 52574
Lead Directorate: Chief Minister, Treasury and Economic Development
Objective Ref: 22/40327

- Access Canberra Parking Inspectors supported Canberrans transition to the new provider by applying its 'educate and engage' approach through issuing warnings and information on safe and legal parking where payments had not been made.
- The warning period went for two weeks, concluding on 16 April 2021. During that period, 430 warning notices were issued to vehicles not displaying a valid parking ticket or current EasyPark session.
- Access Canberra continues to work with Duncan and EasyPark to support a positive experience for Canberrans using the new app.

Cleared as complete and accurate: 22/04/2022
Cleared for public release by: Executive Branch Manager Ext: 59093
Contact Officer name: Ben Hobbs Ext: 52574
Lead Directorate: Chief Minister, Treasury and
Economic Development
Objective Ref: 22/40327

From: "Potter, Morgan" <Morgan.Potter@act.gov.au> on behalf of "ACDLO" <ACDLO@act.gov.au>
Sent: 09/03/2022 11:56 PM
To: "Springett, Emily" <Emily.Springett@act.gov.au>
Subject: RE: Brief - BBR - Switch to EasyPark

OFFICIAL

Thanks Emily – noted.

From: Springett, Emily <Emily.Springett@act.gov.au>
Sent: Thursday, 10 March 2022 10:52 AM
To: ACDLO <ACDLO@act.gov.au>
Subject: RE: Brief - BBR - Switch to EasyPark

OFFICIAL

Yes that's fine, just note there will be more info as well in the brief.

From: Potter, Morgan <Morgan.Potter@act.gov.au> **On Behalf Of** ACDLO
Sent: Thursday, 10 March 2022 10:51 AM
To: Springett, Emily <Emily.Springett@act.gov.au>
Subject: RE: Brief - BBR - Switch to EasyPark

OFFICIAL

Can I provide this information to the MO?

From: Springett, Emily <Emily.Springett@act.gov.au>
Sent: Thursday, 10 March 2022 10:48 AM
To: ACDLO <ACDLO@act.gov.au>; Short, Rachael <Rachael.Short@act.gov.au>
Cc: AC - Office of the DDG <ACOfficeoftheDDG@act.gov.au>; AC Ministerial <ACMinisterialCMT@act.gov.au>; Pryce, David <David.Pryce@act.gov.au>; McKinnon, Margaret <Margaret.McKinnon@act.gov.au>
Subject: RE: Brief - BBR - Switch to EasyPark

OFFICIAL

Thanks, we'll include it in the broader brief going up on this, noting this was an initial caveat.

It's not the easier question to answer For ParkMobile, cost was around \$30,000-\$50,000 a month, that's with 14% of the proportion of all parking payments being phone based through ParkMobile. Cost fluctuated month to month depending on how many used it.

For EasyPark, it's a different model of payment. If Govt were looking to subsidise commission costs for us of it, it would be 10% for each transaction So potentially significantly more cost.

Out of scope

Will include it in the broader brief being prepared.

(Treasury's appetite of course was not to try to absorb/subsidise costs for the new model, noting it is one payment option for the community).

Emily

From: Potter, Morgan <Morgan.Potter@act.gov.au> **On Behalf Of** ACDLO

Sent: Thursday, 10 March 2022 10:42 AM

To: Springett, Emily <Emily.Springett@act.gov.au>; Short, Rachael <Rachael.Short@act.gov.au>

Cc: AC - Office of the DDG <ACOfficeoftheDDG@act.gov.au>; AC Ministerial <ACMinisterialCMT@act.gov.au>; Pryce, David <David.Pryce@act.gov.au>; McKinnon, Margaret <Margaret.McKinnon@act.gov.au>

Subject: FW: Brief - BBR - Switch to EasyPark

OFFICIAL

Good morning Rachel and Emily,

Please see attached brief with Minister's question;

13. It is not propose that the ACT Government absorbs any of the user costs for Easy Park

- What is the quantum if this? Has it been an AC expense?

Can you please advise?

AC Min- please file

Morgan Potter | Directorate Liaison Officer | Access Canberra

Phone: [52121010](tel:52121010) | Email: acdlo@act.gov.au

Chief Minister Treasury and Economic Development Directorate | ACT Government

GPO Box 158, Canberra ACT 2601 | www.accesscanberra.act.gov.au

Minister for Business and Better Regulation

Minister for Consumer Affairs

Minister for Planning and Land Management

From: "Hobbs, Benjamin"
Sent: 30/03/2022 3:02 AM
To: "Springett, Emily" <Emily.Springett@act.gov.au>
Cc: "McHenry, Leah" <Leah.McHenry@act.gov.au>
Subject: RE: FOR URGENT ACTION: Media enquiry - Easypark commissions

OFFICIAL

Hi Emily

The FIND PARKING option is not yet available to ACT users. I am waiting on confirmation from EasyPark if this function will be available after the parking mapping is complete in about 3 months time.

These fees are charged to allow EasyPark to offer additional functionality to users to adjust the length of their parking by the minute, receive reminders when their parking is about to expire and only pay for what they use (as payment is made after the parking ends). It also provides functionality to navigate drivers to nearby car parking areas.

Regards

Ben Hobbs | A/G Director | Parking Operations & Traffic Camera Compliance

Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government

Phone: 02 6205 2574

Mobile: [0412 345 678](tel:0412345678)

Email: benjamin.hobbs@act.gov.au

Web: www.act.gov.au/accessCBR

From: Springett, Emily <Emily.Springett@act.gov.au>
Sent: Wednesday, 30 March 2022 1:39 PM
To: CMTEDDMedia <CMTEDDMedia@act.gov.au>
Cc: Short, Rachael <Rachael.Short@act.gov.au>; CMTEDD, Access Canberra Communication & Engagement <AccessCanberraCommunicationandEngagement@act.gov.au>; McHenry, Leah <Leah.McHenry@act.gov.au>; Hobbs, Benjamin <Benjamin.Hobbs@act.gov.au>
Subject: FW: FOR URGENT ACTION: Media enquiry - Easypark commissions

OFFICIAL

Hi Amy

See below for re-worked responses. Happy for you to progress to Marg/David for approval.

Emily

ENQUIRY AND DRAFT RESPONSES:

What commission does the Easypark app charge on top of ACT government parking fees in government-owned car parks?

EasyPark has a surcharge of 10% per transaction for casual users or \$1.99 per month plus 2.25% surcharge for regular users that sign up to a monthly subscription.

These fees are charged to allow EasyPark to offer additional functionality to users to adjust the length of their parking by the minute, receive reminders when their parking is about to expire and only pay for what they use (as

payment is made after the parking ends). It also provides functionality to navigate drivers to nearby carparking areas.

If a driver parks in one of the ACT Government's most expensive car parking areas at \$18 a day and uses a casual plan, they will pay an extra \$9 for a five-day week to use the app. If they use the Saver Plan, it would cost an additional \$2.43 for the same period to use the app.

Signage at the meters as well as information on the Access Canberra website is clear to the community that there is a cost for use of the app, so those parking can make an informed choice on whether to use the app, or to use cash or card at a meter.

You can find out more about the fees and charges on the EasyPark website at:

https://easypark.com.au/help/en_au/2076

What arrangement does the ACT government have with the app provider to provide electronic parking payment services?

The Territory has a contract for the management of the Territory's parking machines with Duncan Solutions. As part of this contract, it is a requirement that a pay by phone option is provided.

This service was provided in the past by ParkMobile.

ParkMobile has recently been acquired by EasyPark and ParkMobile will cease operating in Australia from 31 March 2022.

Like other states and territories which also used ParkMobile, there is now a transition occurring to EasyPark.

EasyPark already has a presence in the ACT, including at Canberra Airport, as well as in most states and territories. This will enable an ease of use for Canberrans who can use the same app when travelling.

Will parking fees be adjusted under the new app (noting Parkmobile did not charge a commission to the customer)?

EasyPark does not have to be used by drivers when parking in ACT Government carparks. It is one of the payment options available.

Canberrans can still pay at the meter using credit/debit card or cash.

EasyPark does have increased functionality over ParkMobile, including that it is a 'payment after' model. This means drivers do not need to guess the time they will be parked and pay for increments of parking, such as in 15 minute blocks.

Instead, they pay only for the time used after they end the parking session, and can add and reduce time to their parking, to the minute. This will also potentially result in savings for those who may be using carparks for undefined periods.

END

Thanks

Amy

From: Dynon, Kaarin <Kaarin.Dynon@act.gov.au>

Sent: Wednesday, 30 March 2022 12:22 PM

To: Polglase, David <David.Polglase@act.gov.au>; CMTEDDMedia <CMTEDDMedia@act.gov.au>

Subject: Fwd: Easypark commissions

Dave - as per our discussions.

Sch 2.2(a)(ii), Out of scope

Factsheet: Transition to EasyPark from ParkMobile

From Thursday 31 March 2022, the EasyPark app will replace the ParkMobile app for digital parking in ACT Government parking areas.

The following is some key information about EasyPark to support you, your members or customers navigate the change:

> Downloading the EasyPark App

- The EasyParkApp can be downloaded from the EasyPark website - www.easypark.com.au or via the Apple or Google app stores.

> Ticket Display

- Customers that pay via EasyPark do not need to print or display a parking ticket as parking inspectors are able to electronically verify if payment has been made via the EasyPark app.

> Fees

- EasyPark is a user pays app, with subscription and commission costs to use the app. Customers are either charged casually or via a frequent user plan (EasyPark Saver).
 - EasyPark Casual has no upfront or monthly fees but charges a 10% commission per transaction.
 - EasyPark Saver plan is subscription based and costs \$1.99 per month plus 2.25% commission per transaction.
- More information on fees at www.easypark.com.au.
- The app does not need to be used to pay for parking – people can still pay for parking at the meter using credit/debit card or cash.

> Features

- The EasyPark app allows you to shorten or extend your parking session from your phone, so you only pay for the time that you use.
- The EasyPark app has optional SMS reminders to advise when a parking session is ending.
- The EasyPark app also includes a map of parking areas in the ACT.

> Issues

- Customers having issues with the EasyPark app can contact EasyPark on 1300 73 40 70.

> More information

- More information can be found at:
 - Easypark.com.au, or
 - Accesscanberra.act.gov.au

Courtesy warning notice

Did you realise you have parked illegally?

It's important you pay each time you park and not overstay the permitted time.

Today we are providing you with a warning as a courtesy. You do not need to do anything to action the enclosed warning notice.

Legal parking supports our community's safety and provides greater accessibility for customers and workers to businesses.

Did you know that you can pay for your parking in ACT Government carparks from your mobile phone using the EasyPark app? To download the app, scan the QR code.

For information on the app, including fees and charges that apply visit easypark.com.au.

Let's work together to support legal parking and a safe and vibrant city.



accesscanberra.act.gov.au



ACT
Government

**Access
Canberra.**

From: "Hobbs, Benjamin"
Sent: 28/02/2022 4:47 AM
To: "Hendriks, Lauren" <Lauren.Hendriks@act.gov.au>
Cc: "Bilski, Marek" <Marek.Bilski@act.gov.au>
Subject: RE: Parkmobile app

OFFICIAL

Hey Lauren

If this needs PWG input we will need an out of session catch up as EasyPark is coming in on 1 April. Not much choice in the matter as EasyPark bought ParkMobile out. Just working out transfer arrangements, comms and Gov briefing atm. Some of the fee structures may end up different. Not parking fee charges but app/EasyPark transaction costs that are passed onto the consumer.

Regards

Ben Hobbs | A/G Director | Parking Operations & Traffic Camera Compliance

Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government

Phone: 02 6205 2574

Mobile: [02 6205 2574](tel:0262052574)

Email: benjamin.hobbs@act.gov.au

Web: www.act.gov.au/accessCBR

From: Hendriks, Lauren <Lauren.Hendriks@act.gov.au>
Sent: Monday, 28 February 2022 3:38 PM
To: Hobbs, Benjamin <Benjamin.Hobbs@act.gov.au>
Cc: Bilski, Marek <Marek.Bilski@act.gov.au>
Subject: FW: Parkmobile app

OFFICIAL

Hi Ben,

Who is best for me to contact about taking this to the next PWG?

Thanks 😊

Lauren

Lauren Hendriks | Assistant Director | Parking Coordination

Phone: 02 6205 0637 | Email: lauren.hendriks@act.gov.au

Development Coordination | Transport Canberra & City Services | ACT Government

480 Northbourne Avenue Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601 |

www.cityservices.act.gov.au

From: Davidson, Geoffrey <Geoffrey.Davidson@act.gov.au>
Sent: Monday, 28 February 2022 3:33 PM
To: Hendriks, Lauren <Lauren.Hendriks@act.gov.au>; Balberona, Justinieta <Justinieta.Balberona@act.gov.au>; Wyatt, Tim <Tim.Wyatt@act.gov.au>
Subject: FW: Parkmobile app

OFFICIAL

FYI. Emily Spingett called me this afternoon about this. Might be good to reach out to Access Canberra and suggest it be worked through with PWG?

From: Davidson, Geoffrey

Sent: Monday, 28 February 2022 3:32 PM

To: Froehlich, Hanna <Hanna.Froehlich@act.gov.au>

Cc: TCCS_DLO <TCCS.DLO@act.gov.au>; Playford, Alison <Alison.Playford@act.gov.au>; Fitzgerald, Bruce <Bruce.Fitzgerald@act.gov.au>; Marshall, Ken <Ken.Marshall@act.gov.au>; Fraser, Shelly <Shelly.Fraser@act.gov.au>

Subject: Parkmobile app

OFFICIAL

Hi Hanna

Quick email to let you know about upcoming changes to the Parkmobile app which is used to pay for parking in NCA and ACT Government controlled car parks.

Access Canberra has advised that Parkmobile is undergoing corporate changes which will likely lead to increased merchant and new account keeping fees.

Out of scope

Approx 16% of all ACT government parking is purchased using the app and Access Canberra will also be proposing that merchant fees be passed on. I understand Treasury supports this position.

Access Canberra is currently preparing a brief on this issue for its Minister and I've asked that a copy be provided to TCCS and Minister Steel for information.

Please let me know if any questions.

Geoff

Geoff Davidson | Executive Branch Manager, Development Coordination

P 6205 9799 | M [6205 9799](tel:62059799) | geoffrey.davidson@act.gov.au

Development Coordination Branch | Transport Canberra and City Services Directorate | ACT Government

480 Northbourne Ave DICKSON ACT 2602 | GPO Box 158 Canberra ACT 2601

www.act.gov.au | www.tccs.act.gov.au | [@tccs_act](https://twitter.com/tccs_act)



Connected services for the people of Canberra

From: "Hobbs, Benjamin"
Sent: 24/02/2022 8:39 PM
To: Sch 2.2(a)(ii) @duncansolutions.com.au>
Cc: Sch 2.2(a)(ii) @duncansolutions.com.au>
Subject: RE: Transition from ParkMobile to EasyPark

OFFICIAL

Morning Sch 2.2(a)(ii)

10:30 would be great. Do you have "Teams"? I could flick you a meeting invite, otherwise a call is fine.

Regards

Ben Hobbs | A/G Director | Parking Operations & Traffic Camera Compliance

Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government

Phone: 02 6205 2574

Mobile: Sch 2.2(a)(ii)

Email: benjamin.hobbs@act.gov.au

Web: www.act.gov.au/accessCBR

From: Sch 2.2(a)(ii) @duncansolutions.com.au>
Sent: Friday, 25 February 2022 7:37 AM
To: Hobbs, Benjamin <Benjamin.Hobbs@act.gov.au>
Cc: Sch 2.2(a)(ii) @duncansolutions.com.au>
Subject: RE: Transition from ParkMobile to EasyPark

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.

Morning Ben,

Nice to meet you. I'm clear before 1pm today. Is there a time that suits you for me to call?

Regards

Sch 2.2(a)(ii)

www.duncansolutions.com.au



From: Hobbs, Benjamin <Benjamin.Hobbs@act.gov.au>
Sent: Thursday, 24 February 2022 5:25 PM
To: Sch 2.2(a)(ii) @duncansolutions.com.au>
Cc: Sch 2.2(a)(ii) @duncansolutions.com.au>
Subject: Transition from ParkMobile to EasyPark

OFFICIAL

Hi 

Thanks for making contact with Chis Seddon regarding the intention for Duncan Solutions to move to using EasyPark as the pay by phone option provided to the ACT Government.

Due to the complexity and public interest in such a move may I request we catch up to run through a few things.

Please contact me on the below details to arrange a meeting time

Kind regards

Ben Hobbs | A/G Director | Parking Operations & Traffic Camera Compliance

Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government

Phone: 02 6205 2574

Mobile: 

Email: benjamin.hobbs@act.gov.au

Web: www.act.gov.au/accessCBR

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Sch 2.2(a)(xi)

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