

General Conditions of ATA Permit

1. These general conditions (**General Conditions**) to permit access to the relevant Transurban Group operated asset, facility or corridor (**Asset**) apply in addition to any existing contract, agreement or other conditions, including any Transurban Group stakeholder engagement obligations, notified to it by the Transurban Group entity that manages / operates the relevant Asset (**Issuing Authority**) as being applicable to the Proposed Activities (as defined below in paragraph 2) or the ATA (**Existing Conditions**). In the event of any inconsistency, the Existing Conditions prevail to the extent of that inconsistency.
2. No access, work or activities shall commence on an Asset until an approved Authority to Access Permit (ATA) is issued by the Issuing Authority to the Applicant (**Permit Holder**) outlining the approved access, work or activities (**Proposed Activity**). No access, work or activity is to be performed on an Asset unless that access, works or activities are Proposed Activities and are performed by the Permit Holder at the approved location within the Asset (**Location**). The only personnel, contractors, subcontractors and/or agents permitted to access the Asset are those performing a Proposed Activity under the ATA at the Location (**Personnel**).
3. The ATA is only valid within the dates specified in the ATA, and no extensions are allowed.
4. As a condition of accepting this ATA and being granted access to the Asset, the Permit Holder agrees to these General Conditions and must procure that its Personnel agree with to access in accordance with these General Conditions. All Permit Holders and Personnel must comply with the ATA, these General Conditions and any additional conditions notified to it by the Issuing Authority when accessing an Asset. The Issuing Authority may nominate any person or company as the Asset representative (**Asset Representative**) at its sole discretion.
5. Before undertaking any Proposed Activities, a Permit Holder must ensure that all Personnel have (i) registered with, completed their profiles in, and had their profiles approved in, the ATA Software System and (ii) obtained a Transurban HSE Induction certificate. Approved Personnel will receive a digital approval via the ATA Software System and ensure they maintain approval status for the duration of the Proposed Activities.
6. By entry into the ATA process, the Permit Holder agrees to, and must ensure its Personnel, take all reasonable care and diligence to prevent any theft, loss or damage to property or equipment in which the Issuing Authority and/or a member of the Transurban Group (as applicable) have an interest, (including replacement on an urgent basis of any keys or padlocks provided for the purposes of accessing secure areas of the Asset to ensure these areas remain secure), and agrees to indemnify the Issuing Authority and/or a member of the Transurban Group (as applicable) for the cost associated with and incidental to any repairs or replacement arising from the Permit Holder's (or their subcontractor's or agent's) failure to do so.
7. The Permit Holder and any of its Personnel must keep access gates to, from and within the Asset locked at all times, and secure keys on their physical person at all times.
8. Any breach of the ATA or these General Conditions may result in the Permit Holder's or any of its Personnel's activities or work being stopped and/or the Personnel or Permit Holder being removed from the Asset and/ or the ATA being revoked or cancelled, at the discretion of the Issuing Authority or Asset Representative. Neither the Issuing Authority, nor the Asset Representative, nor any member of the Transurban Group will be responsible for any costs arising from or in connection with such activities or work being stopped and/or any person's removal from site and/or revocation or cancellation of an ATA as a result of a breach of the ATA or these General Conditions.
9. In the event of a removal from the Asset or a revocation or cancellation of the ATA, the Permit Holder shall immediately, and ensure its Personnel shall immediately, cease all activities, restore traffic (if applicable) and return to the Traffic Control Room all keys and other property of the Issuing Authority and/or a member of the Transurban Group.
10. In the event of a major traffic incident, extreme weather event, or other incident on the Asset, the Traffic Control Room may delay, suspend or cancel activities, works or access to the Asset at short notice.
11. The Permit Holder must notify any relevant government agency or authority (as applicable) of the Proposed Activity and obtain, and ensure that its Personnel obtain, any other required permit and/or approval before any Proposed Activity commences. The Issuing Authority may request a copy of any such permit and/or approval.
12. The Permit Holder must, and must procure that its Personnel, hold all valid insurances required to undertake Proposed Activity and provide evidence of those insurances if requested by the Issuing Authority and/or a member of the Transurban Group (as applicable).
13. The Permit Holder warrants that all information and details on the ATA are accurate and complete and that it will notify the Issuing Authority of any change to that information immediately, including any change in the operating conditions (operating times, dates, duration). Any amendments to the ATA are to be provided to the Issuing Authority or Asset Representative at least 2 working days prior to commencement of any work or activity and a re-submission of and approval of the ATA may be required.
14. The Permit Holder must carry a copy of the ATA and any supporting documentation at all times when activities or work are in progress at the Location and ensure that all Personnel carry a copy of their relevant licences, qualifications and photo identification. These documents must be presented to an Asset Representative upon request. Personnel are required to have on their physical persons at all times a digital copy of the approval from the Issuing Authority from the ATA Software System and must provide to the Issuing Authority or Asset Representative upon request.
15. Unless otherwise directed by the Issuing Authority or Asset Representative, the Permit Holder is responsible for all aspects of planning and coordinating the Proposed Activities and is responsible for all aspects of site control and safety for the Proposed Activities performed by it, its Personnel. The Permit Holder must consider any information about hazards, risks and site conditions notified to it by the Issuing Authority, implement appropriate controls for those hazards and risks and provide appropriate information and instruction to Personnel about those hazards, risks and controls and the overall activities and work being performed.
16. All Personnel and the Permit Holder must:

- a. conduct a safety and environmental review of all hazards and risks associated with the Proposed Activities and Location before commencing any Proposed Activity;
 - b. attend any site safety briefing before the Proposed Activity commences (including any formal site briefings prior to tunnel closures or specific safety briefings);
 - c. obey all signage installed throughout the Asset;
 - d. comply with the Transurban Personal Protective Equipment Procedure PRHSE001, the Transurban Alcohol and Other Drugs Policy HSE-PO-0003 (including submitting to any drug or alcohol testing conducted under that policy) and any other policy, procedure or site requirement notified by the Issuing Authority; and
 - e. at the end of each shift, return any radios, keys or other items loaned to them by the Traffic Control Room.
17. No hazardous substance or dangerous goods (including gases and chemicals) firearms, ammunition, explosives or animals are to be brought onto site without undergoing a risk assessment and obtaining prior written approval of the Issuing Authority. At no time shall pyrotechnics, illicit drugs or alcohol be brought on to any part of the Asset.
 18. The Permit Holder is not permitted to erect, install, paint or display any advertising, promotional or similar signage or material on, in or near any part of the Asset or permit any other party to do so. Construction fencing and screens are not to include commercial advertising including company logos (with the exception of company logos on site information signage).
 19. Photographs or films (including the use of drones) are not to be taken on any part of the Asset without prior written permission of the Issuing Authority.
 20. Certain tools are banned from the Asset (such as 9' grinders). Personnel must seek advice from the Asset Representative to confirm intended handheld tools are allowed on the Asset.
 21. To the extent practicable, the Location is to be maintained in a tidy and neat condition during the Proposed Activities and returned to its original state once Proposed Activities are completed. For ongoing activities and works, the Location must be left in a clean and safe condition, all doors and gates are to be closed and locked before leaving the Location each day and all lights are to be turned off in building areas. All tools and materials to be removed at completion of the activities and/or works.
 22. For Proposed Activities on road surfaces, kerbs and channels, those areas must be kept clean, safe and free from debris. Construction material must not be able to enter the drainage system via open pits.
 23. All vehicles and mobile plant are to be fitted with an orange flashing beacon light. All mobile plant and large vehicles/trucks are required to be fitted with a reversing beeper.
 24. If the Proposed Activities include traffic control, the Permit Holder must:
 1. a. ensure that all traffic control activities (including any traffic control work carried out by its Personnel) comply with all requirements made or imposed under any applicable laws, regulations, codes, guidelines, industry standards etc. or by any applicable authority;
 2. b. monitor the surrounding traffic flow; and
 3. c. where significant queuing is observed (i.e. the queue extends to the first set of roadwork signs), contact the Traffic Control Room and advise of conditions in order for the Permit Holder and Traffic Control Room to agree on best course of action to limit impact to traffic.
 25. The Permit Holder must, and must procure that its Personnel, comply with any direction of the Issuing Authority, Traffic Control Room, the Asset Representative and/or the HSE Coordinating Party (being the party responsible for overall co-ordination of HSE interfaces where there are multiple packages of works being carried out in close proximity or otherwise in an interfacing manner) (if applicable).
 26. The Permit Holder is required to interface with any Principal Contractors appointed by the Issuing Authority and/or a member of the Transurban Group (as applicable) working within or around the Location. Details of Principal Contractors will be provided to the Permit Holder by the applicable Issuing Authority and/or a member of the Transurban Group.
 27. In addition to any other requirement under these General Conditions or as otherwise notified to the Permit Holder by the Issuing Authority or Asset Representative, the Permit Holder must ensure notice is provided to the Traffic Control Room of the following:
 1. a. on the commencement of the Proposed Activities, where possible, at least one hour before activities or work starts;
 2. b. upon completion of the Proposed Activities, at the end of each shift/day or after all traffic control devices have been removed;
 3. c. immediately in the following circumstances: incident/accident/near miss/injury (including first aid injury); environmental harm or potential harm incident; unauthorised waste materials including items such as syringes on site; spills; traffic queuing or traffic incident; security incident (including theft or identified or suspected unauthorised access); attendance on site by the media; attendance on site by an authority (e.g. government departments, police, WorkCover, environment department representatives etc); presence on site of an unknown party (e.g. pedestrian, other contractor); unauthorised incursion into a work area (e.g. closed lane) by members of the public (motorists); site damage or graffiti.
 28. All emergency access areas, pathways to the Asset, including emergency gateways, emergency cross passages and emergency stairs must be kept clear at all times.
 29. In the event of an emergency, all Personnel must follow the direction given by the Traffic Control Room, incident response officers and Emergency Services (i.e. Police, Fire Brigade and Ambulance).
 30. For the purposes of these General Conditions of ATA Permit, Transurban Group means:

◦ Transurban International Limited (ACN 121 746 825), Transurban Holdings Limited (ABN 86 098 143 429) and

Transurban Holding Trust (ARSN 098 807 419) by its responsible entity Transurban Infrastructure Management Limited (ACN 098 147 678), but only while the securities of those entities remain Stapled Securities (together the 'Stapled Entities');

- each entity, trust or partnership (each 'an Entity') in which the Stapled Entities, whether individually or collectively, own (directly or indirectly) 50% or more of the voting shares voting units, beneficial interests or right to profits; and
- each Entity which is for the purposes of section 50AA of the Corporations Act 2001 under the 'control' of the Stapled Entities, whether individually or collectively; or
- each Entity from time to time which is a WestConnex Group member.

WestConnex Group means:

- 1.1 WCX AHT Pty Ltd (ACN 625 890 708) (as trustee of the WCX Asset Hold Trust) and WCX PHT Pty Ltd (ACN 625 890 744) (as trustee of the WCX Project Hold Trust) (together the 'WCX Entities');
- 1.2 each entity (as that term is defined in the Corporations Act 2001):
 - a. in which the WCX Entities, whether individually or collectively, own (directly or indirectly) 50% or more of the voting shares or have a participation interest of 50% or more; and/or
 - b. which is for the purposes of section 50AA of the Corporations Act 2001 under the 'control' of the WCX Entities, whether individually or collectively,

but only while:

- a. the relevant entity satisfies the required criteria in 1.1 or 1.2 above;
- b. the Customer owns 50% or more of the Sydney Transport Partners consortium (STP); and
- c. STP owns more than 50% of each of the WCX Entities.