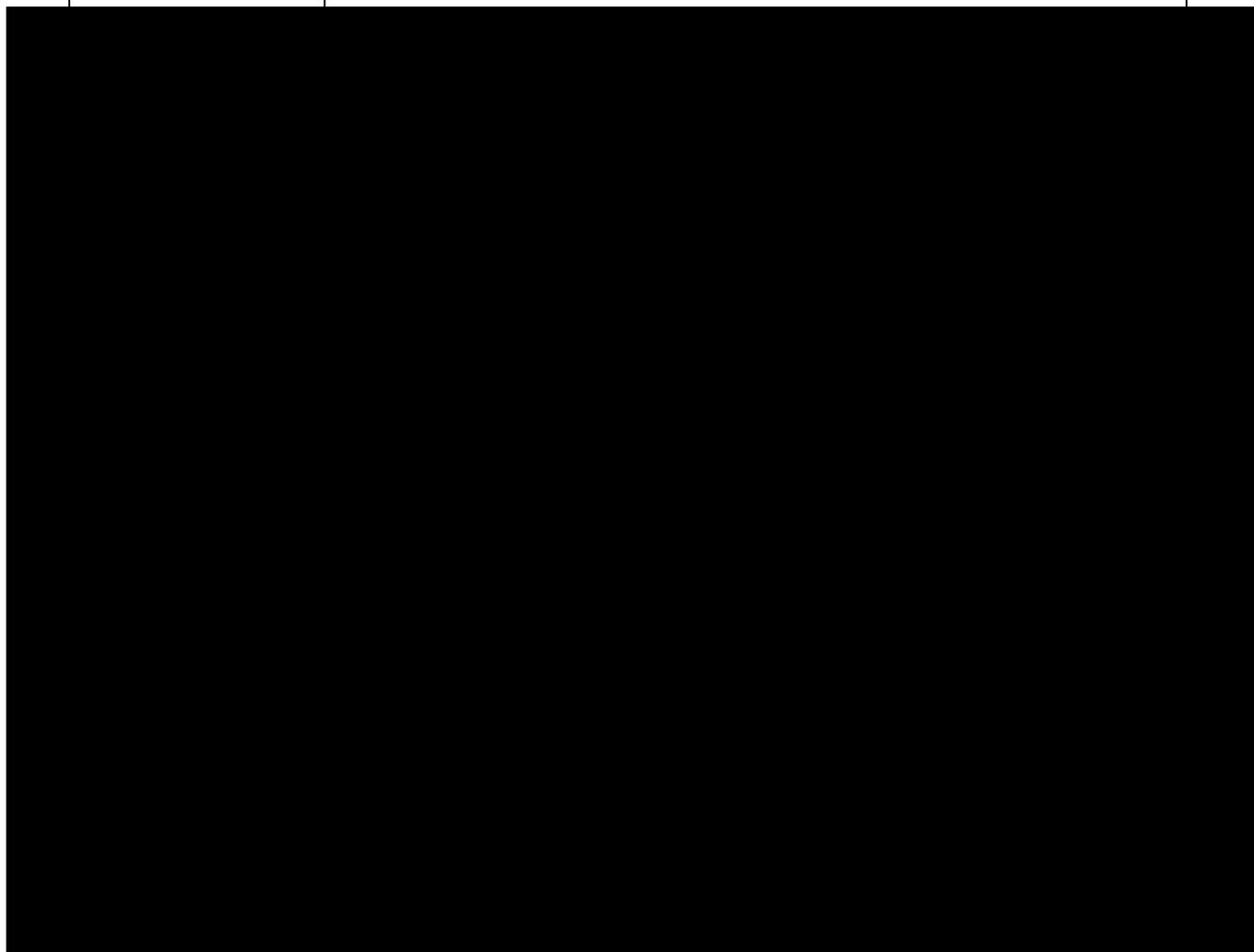
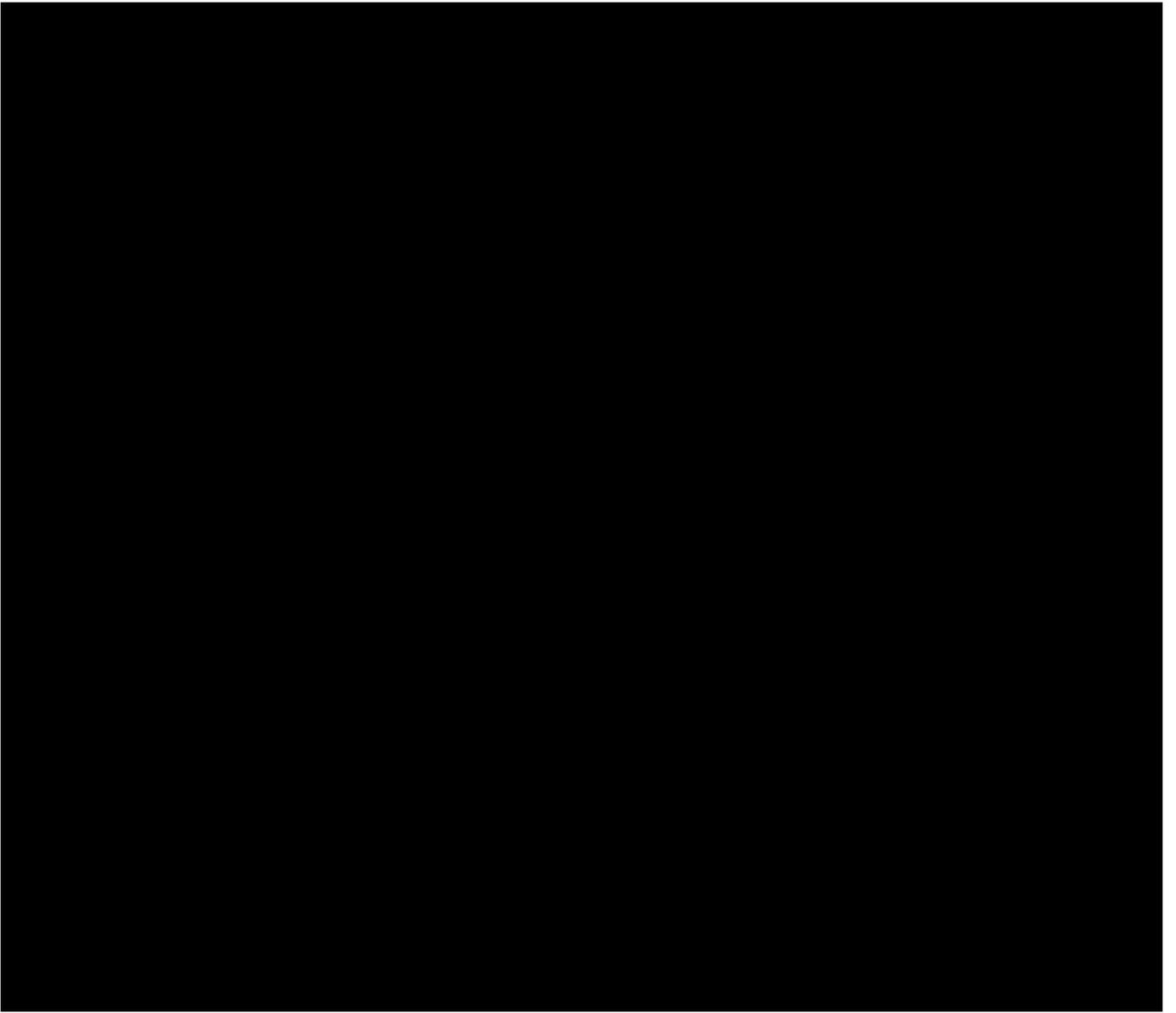


## Variation Impact Proposal

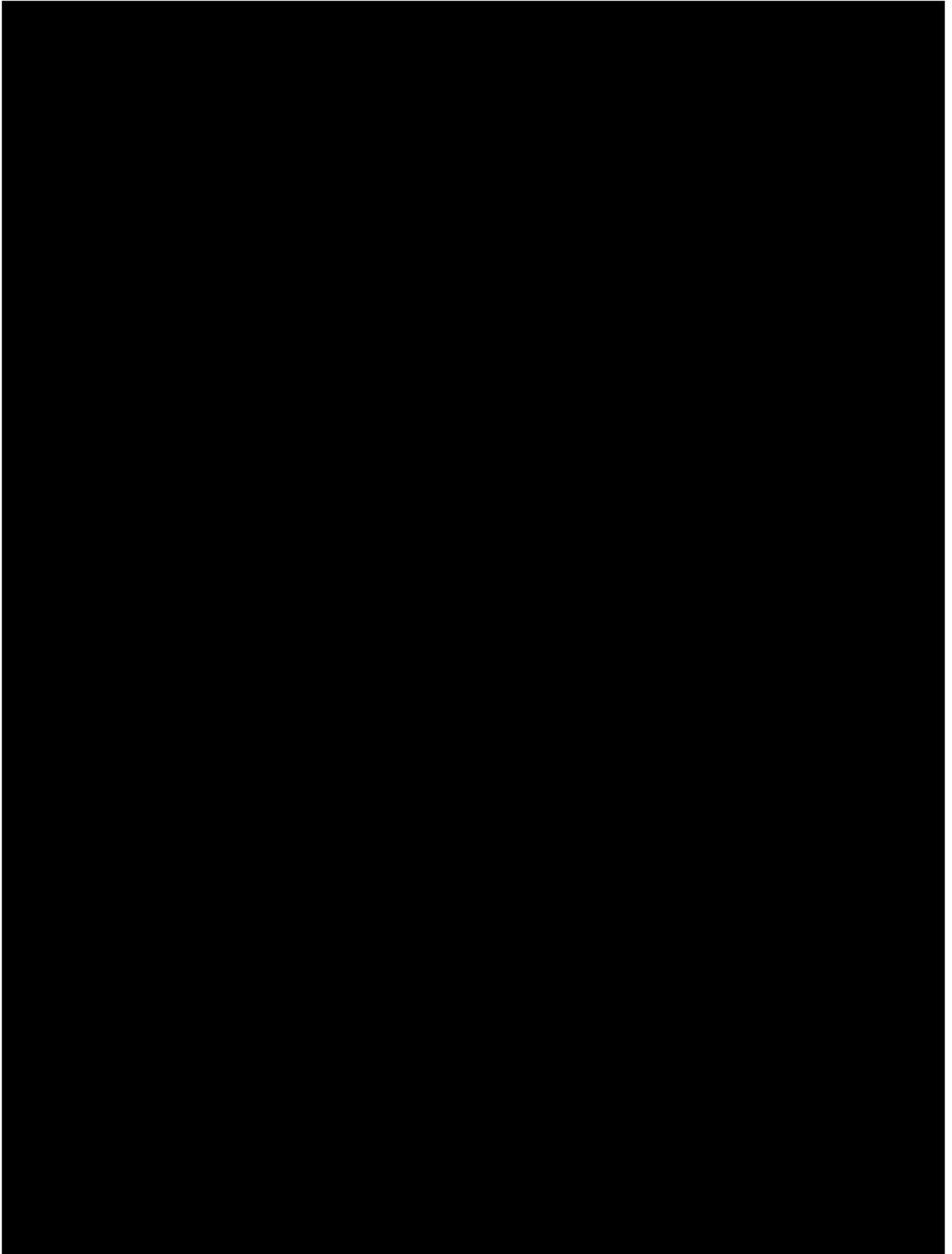
(Under Clause 21.2)

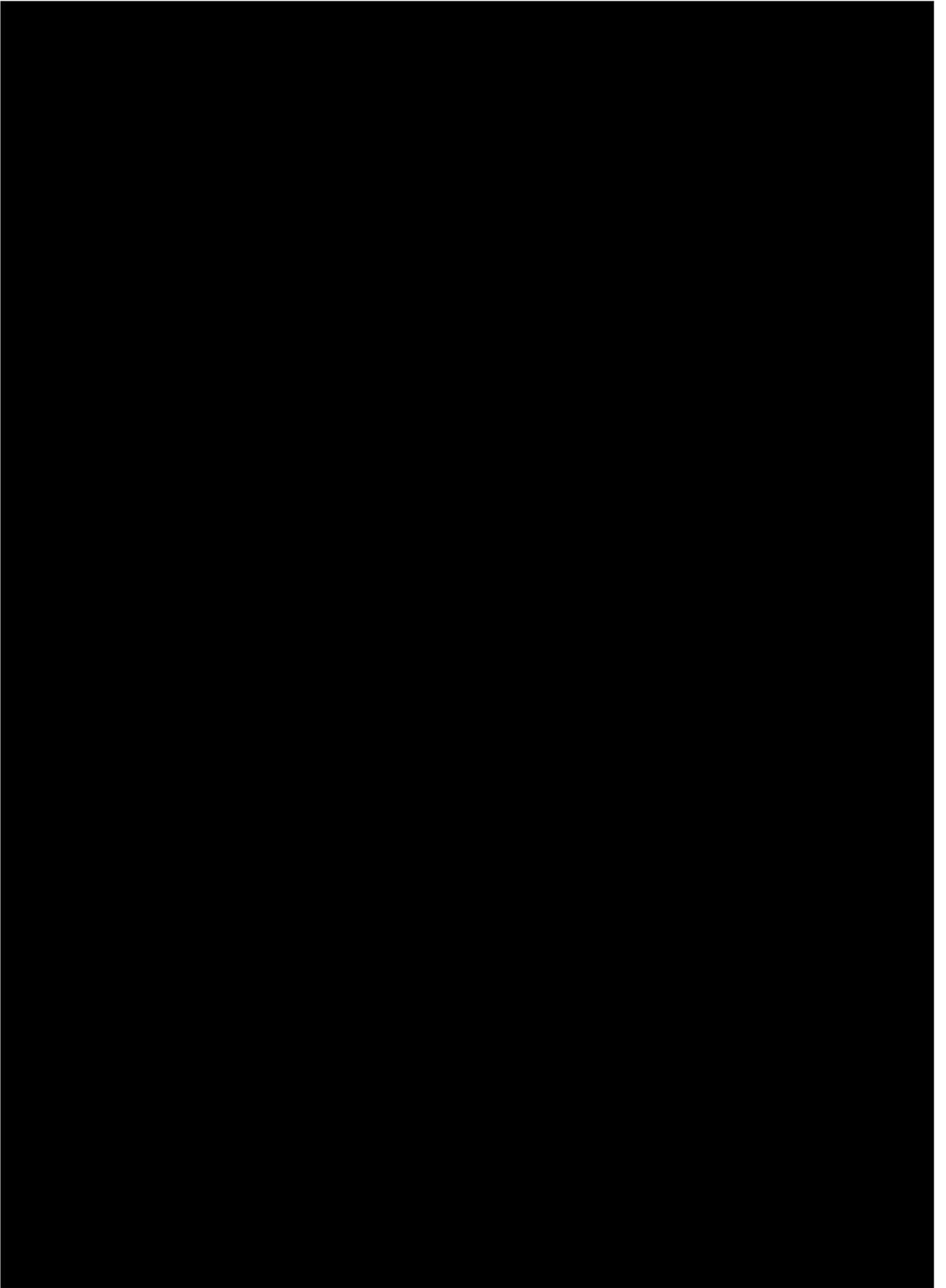
<b>Reference:</b>	Variation Impact Proposal No. 14
<b>Submitted By:</b>	Northern New South Wales Helicopter Rescue Service Pty Ltd ( <b>the Operator</b> )
<b>Date:</b>	6 September 2021
<b>Subject:</b>	Short-Term Inter-hospital Transport Service
<b>Contract No.</b>	HAC 13/63
<b>Background</b>	With the current Covid-19 situation in NSW the NSW government has reviewed available aeromedical resources to support the NSW health network and queried whether the Operator is able to provide additional surge capacity to supplement existing aeromedical services.
<b>Variation Impact Request:</b> (Cl. 21.1)	NSWA request is for the Operator to provide an urgent, short term inter-hospital transport service in Northern NSW as an addition to the existing contracted service.
<b>Proposal Details:</b> (Cl. 21.2(b))	Introduction of an urgent, short - term inter-hospital transport ( <b>IHT</b> ) service in Northern NSW as an addition to the existing contracted service and as detailed in Schedule A to this document ( <b>Additional Service</b> ).

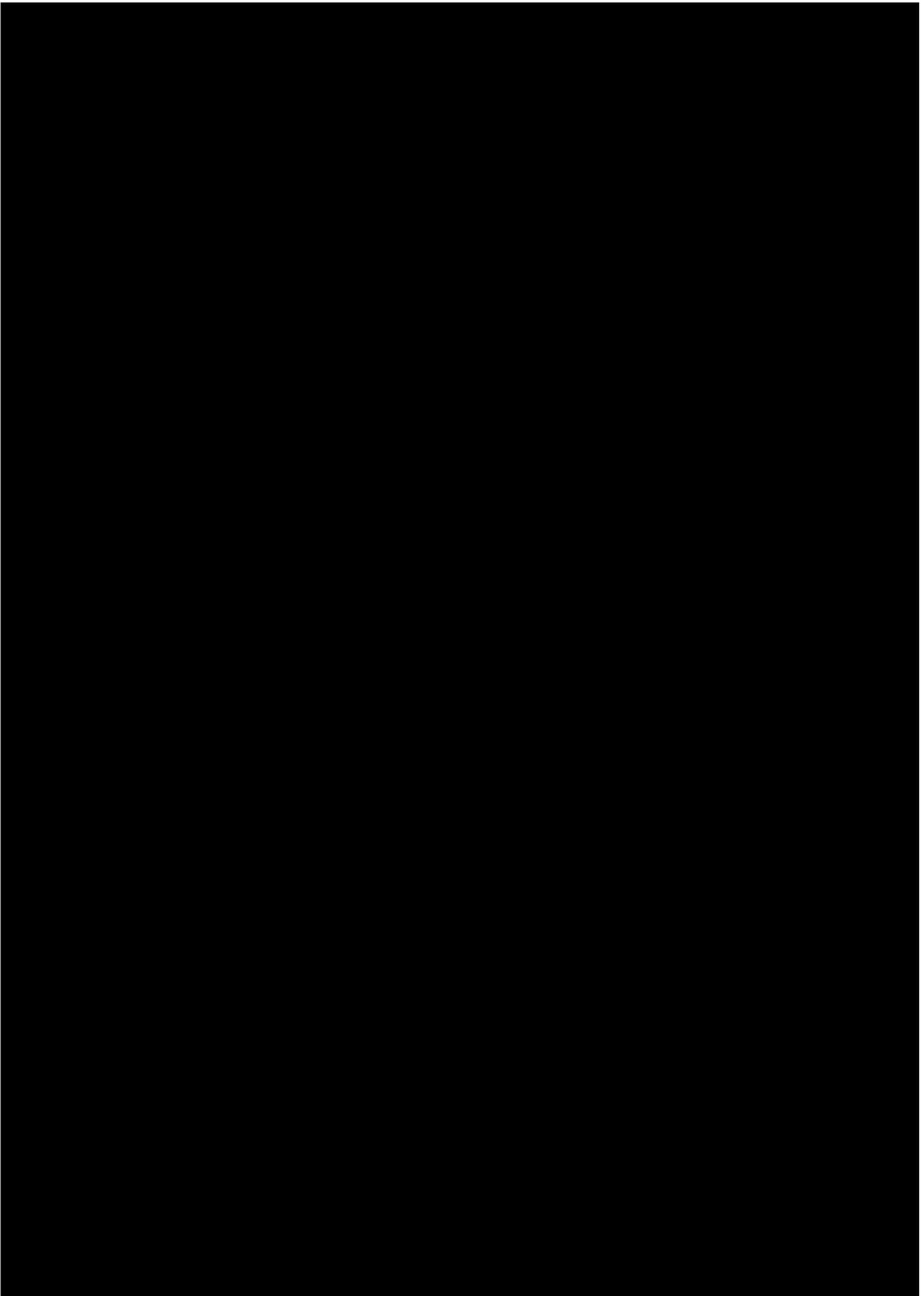


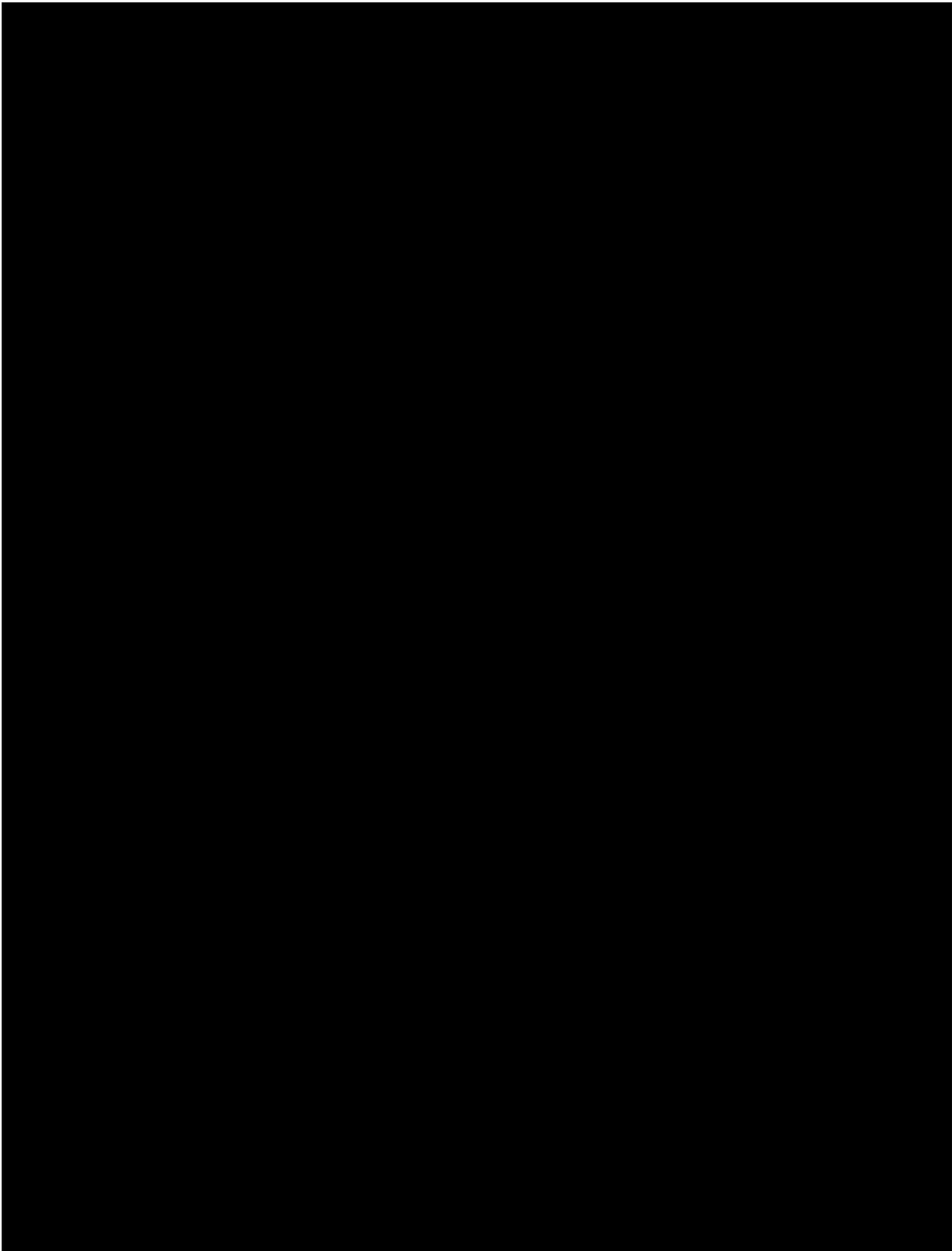


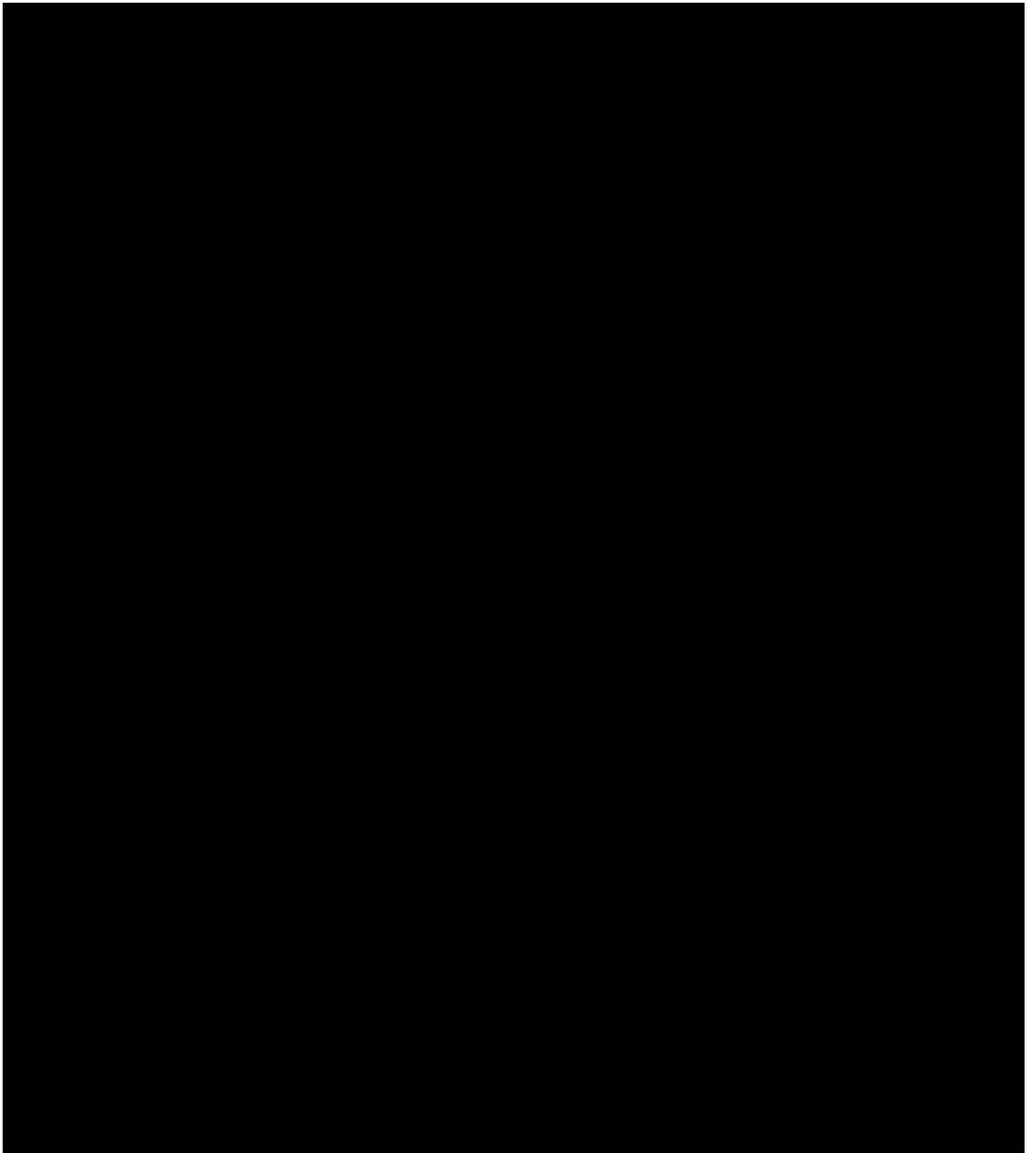
**SCHEDULE A - VARIATION IMPACT PROPOSAL – SHORT TERM INTER-HOSPITAL TRANSFER SERVICE SPECIFICATIONS**



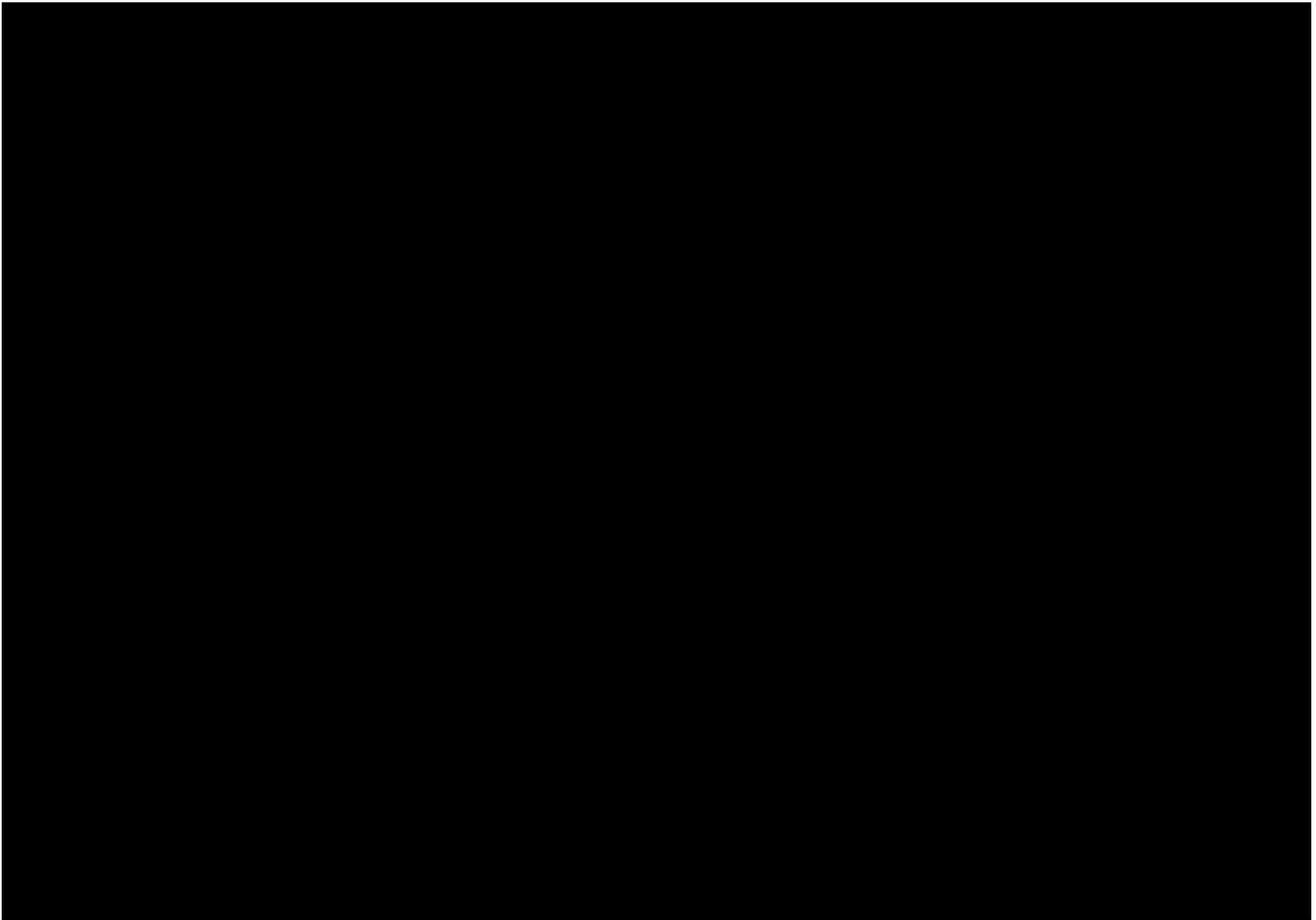








## Schedule B – Amendments



Clause reference	Details of Relief Sought
1.1	<p>For the purposes of the Additional Services:</p> <p><i>“Force Majeure” is amended by inserting the words “A Force Majeure also includes the Additional Aircraft being unable to be delivered or non-operational as a result of the COVID-19 pandemic, including any Government imposed restrictions” at the end of this definition.</i></p>
1.1	<p>The following definitions apply in this VIP:</p> <p><b>Additional Aircraft</b> means the aircraft described in the Additional Services Specifications which will be used to provide the Additional Services.</p> <p><b>Additional Services</b> means the additional services as set out in Schedule A – Short Term Inter-Hospital Transfer Service Specifications.</p> <p><b>Additional Services Specifications</b> means Schedule A to this VIP.</p> <p><b>Additional Services Term</b> means the period in clause 2.1(a) of this Schedule B as may be varied by clause 2.2 of this Schedule B unless terminated earlier in accordance with the provisions of this VIP.</p>

	<p><b>Conditions Sunset Date</b> means 7 days from acceptance of this VIP.</p> <p><b>[REDACTED]</b></p> <p><b>[REDACTED]</b></p> <p><b>Mobilisation Costs</b> has the meaning given to it in clause 2.4(d)(i) of this VIP.</p> <p><b>Original Services</b> means the Services as originally defined in Contract No HAC 13/63. For the avoidance of doubt, the Original Services do not include the Additional Services.</p> <p><b>Original Contract</b> means Contract No HAC 13/63 in the form immediately prior to this VIP coming into effect.</p> <p><b>VIP</b> means this Variation Impact Proposal No. 14, including Schedules A and B.</p>
<p>2.1 Term</p>	<p>Clause 2.1 of the Original Contract does not apply to the Additional Services and is replaced with:</p> <p><i>2.1(a) Unless the parties otherwise agree in writing and subject to clause 2.4(a), the Operator shall commence providing the Additional Services from the later of:</i></p> <ul style="list-style-type: none"> <li><i>(i) the date which is fourteen calendar days after the date upon which the parties agree to give effect to this VIP (where the date of written acceptance shall count as the first day); and</i></li> <li><i>(ii) the date which is five calendar days after the Operator signs the lease or sublease for the Aircraft</i></li> </ul> <p><i>and will continue providing the Additional Services until 10 December 2021 (the “Additional Services Term”).</i></p> <p><i>2.1(b) If the Operator expects to be in a position to commence providing the Additional Services prior to the date determined in accordance with clause 2.1(a), the Operator shall notify NSW Ambulance in writing of such matter and the parties may agree to commence the Additional Services from a date that is earlier than that determined under clause 2.1(a).</i></p>
<p>2.2 Extension of Term</p>	<p>Clause 2.2 of the Original Contract does not apply to the Additional Services and is replaced with:</p> <p><i>2.2 If NSW Ambulance wishes to extend the provision of the Additional Services by the Operator beyond the Additional Services Term, the parties will enter good faith negotiations to agree to such an extension. NSW Ambulance acknowledges that</i></p>





	<p><i>certified by the Operator's chief pilot or engineering manager or their approved nominees.</i></p> <p><i>6.2(c) NSW Ambulance may, but only within twenty-four (24) hours of receiving the schedule of new Operator's Personnel referred to in clause 6.2(b), reject any new Operator's Personnel proposed by the Operator and, to the extent not prohibited by Law, seek further information about any new Operator's Personnel, including criminal record checks and working with children checks. In the event that NSW Ambulance rejects any new Operator's Personnel in accordance with this clause 6.2(c), the Operator shall take reasonable steps to procure a replacement; however, notwithstanding any other clause in the Contract, the Operator shall then be relieved from its obligation to provide the Additional Services until a suitable replacement (as determined by the Operator) is secured. Failure by NSW Ambulance to reject any new Operator's Personnel within 24 hours of receiving the schedule of new Operator's Personnel referred to in clause 6.2(b) shall constitute acceptance by NSW Ambulance of the new Operator's Personnel.</i></p> <p><i>6.2(d) NSW Ambulance reserves the right to require the removal or replacement at any time, within twenty-four (24) hours and without giving any reason, of any Operator's Personnel providing the Additional Services who, in the reasonable opinion of NSW Ambulance, do not perform in a satisfactory manner or are otherwise considered unacceptable and the Operator must remove the Operator's Personnel from the performance of the Additional Services or replace the Operator's Personnel as required. In the event that NSW Ambulance requests a removal or replacement of the Operator's Personnel under this clause 6.2(d), and the Operator is unable to find suitable replacement Personnel after using reasonable endeavours to do so, the Operator shall be relieved from its obligation to provide the Additional Services until a suitable replacement (as determined by the Operator) is secured. The Operator must continue to take all reasonable steps to find replacement Personnel promptly.</i></p>
<p>6.3 Health</p>	<p>At the end of clause 6.3 of the Original Contract the following text shall be added when it applies to the Additional Services:</p> <p><i>The Operator shall take reasonable steps to procure a replacement, however, notwithstanding any other clause in the Contract, the Operator shall be relieved from its obligation to provide the Additional Services until a suitable replacement (as determined by the Operator) is secured.</i></p>
<p>6.5 Operator's Personnel qualifications and experience</p>	<p>Clause 6.5(a) of the Original Contract does not apply to the Additional Services and is replaced with the following:</p> <p><i>The Operator must provide Aviation Crew which hold appropriate qualifications and experiences for the Additional Services. Minimum experience requirements for Aviation Crew are set out in Schedule A of this VIP.</i></p>
<p>6.7 Crewing and Rostering</p>	<p>Clause 6.7(a) of the Original Contract does not apply to the Additional Services and is replaced with:</p> <p><i>6.7(a) The Operator must operate, and cause its Nominated Subcontractor(s) to operate, to a crewing and rostering plan incorporated within a CASA approved fatigue risk management system. The Additional Aircraft must be crewed by two Aviation Crew (comprising one Pilot and one Aircrew Officer), unless otherwise</i></p>

	<i>agreed, who will be rostered for a daily maximum period of 12 hours. NSW Ambulance acknowledges that the availability of Aviation Crew on any given shift may be impacted by fatigue should shift extensions or other issues arise due to tasking.</i>
8 Training	<p>Clauses 8.2(a), 8.2(e), 8.5 and 8.7(a)(ii), do not apply to the Additional Services.</p> <p>These clauses are replaced with:</p> <p><i>8.2(a) The Operator must comply with the training specifications set out in the Additional Services Specifications.</i></p>
9.2 General Maintenance Obligation	<p>Clause 9.2(f) of the Original Contract does not apply to the Additional Services and is replaced with:</p> <p><i>9.2(f) in accordance with the maintenance requirements of the third party from who the Operator will lease or sub-lease the Additional Aircraft (<b>Third Party Maintenance Requirements</b>) (which the Operator shall, on NSW Ambulance's request, provide NSW Ambulance with a copy of).</i></p>
9.5 Maintenance Management Plan	Clause 9.5(a) of the Original Contract does not apply to the Additional Services.
9.9 Unscheduled Maintenance Notification	Clauses 9.9(e) and 9.9(f) do not apply to the Additional Services.
9.10 Certificates, Documents and Manuals	<p>Clause 9.10(c)(ii) of the Original Contract shall be amended to read as follows when applying to the Additional Services:</p> <p><i>9.10(c)(ii) aircraft maintenance schedule/system of maintenance for each type under Contract;</i></p>
13 Project Plans	Under clause 13 of the Original Contract, the only Project Plan that will apply to the Additional Services is the Training Management Plan.
19.1 Invoice	<p>Clause 19.1(a) of the Original Contract does not apply to the Additional Services and is replaced with:</p> <p><i>19.1(a) The Operator must give NSW Ambulance an invoice for the payment of the [REDACTED] and any other amounts payable to the Operator (other than the [REDACTED]) within 5 Business Days after the final day of each month during the Term. The [REDACTED] shall be invoiced on the first Business Day of each month during the Additional Services Term (in advance).</i></p> <p>A new clause 19.1(aa) is inserted as follows:</p> <p><i>19.1(aa) The Operator must give NSW Ambulance an invoice for the payment of the [REDACTED] which shall be due and payable within 7 days of the invoice being received.</i></p>
24A	A new clause 24A applies to the Additional Services as follows:



30 Subcontracting	<p>A new clause 30(i) applies to the Additional Services as follows:</p> <p>[REDACTED]</p>
[REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
32	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
37.5 Force Majeure- Termination	<p>Clause 37.5 of the Original Contract does not apply to the Additional Services and is replaced with:</p> <p><i>37.5 If Force Majeure continues in respect of the Additional Services for a continuous period of more than 60 days, either party may terminate the provision of the Additional Services by notice in writing to the other party to take effect at a time not before receipt of the notice in accordance with clause 44. For the avoidance of doubt, this clause does not permit either party to terminate the Original Contract.</i></p>
37.6 Force Majeure –Payment on Termination	<p>Clause 37.6(a) of the Original Contract does not apply to the Additional Services and is replaced with:</p>



Specification	Operator's Certificate; [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Schedule 3 [REDACTED] [REDACTED]	Schedule 3 of the Original Contract does not apply to the Additional Services.
Schedule 4 [REDACTED] [REDACTED] [REDACTED]	Schedule 4 of the Original Contract does not apply to the Additional Services and is replaced by Schedule 4 to this VIP
Schedule 6 Key Performance Indicators	Row 1 (Availability KPI) of Schedule 6 of the Original Contract does not apply to the Additional Services and is replaced with the following:  <i>To the extent providing the Additional Services causes the Operator to fail to meet the 'Availability' KPI for the Original Services (as set out in Schedule 6 of the Original Contract), the Operator shall be relieved of the 'Abatement target and consequence'.</i>

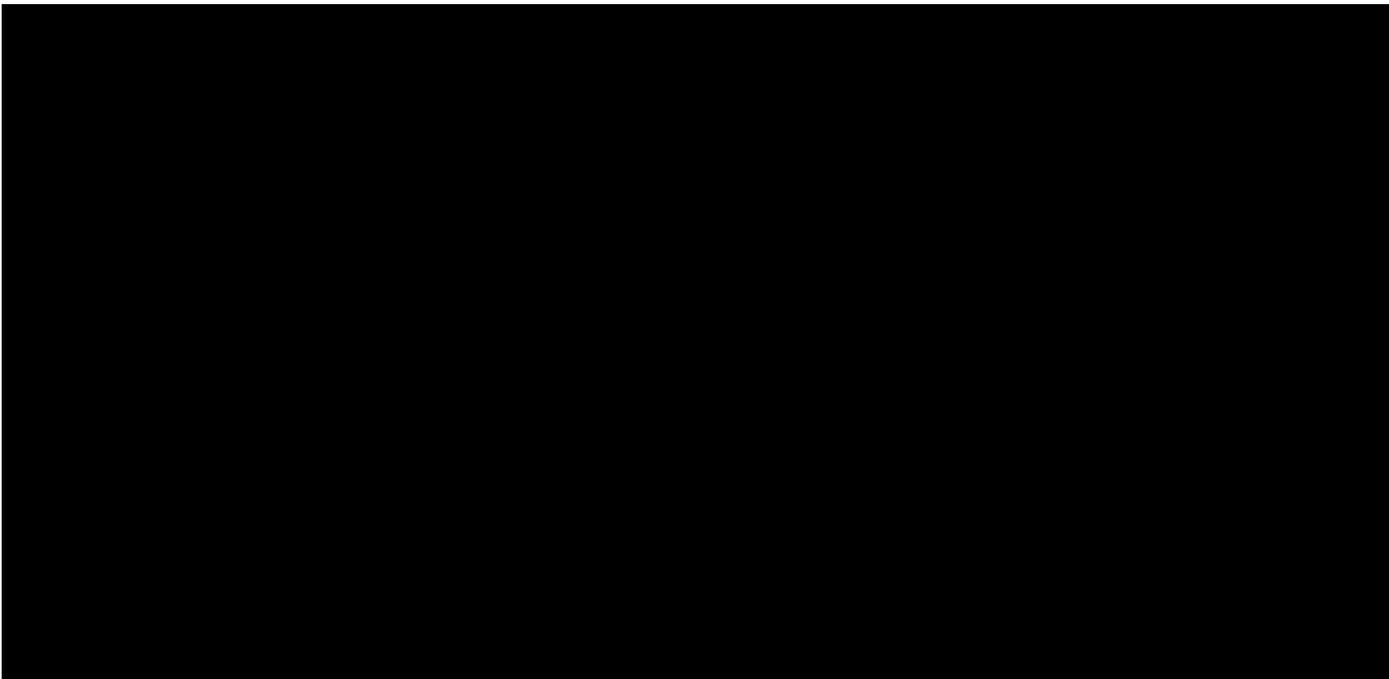
#### Schedule 1 – General

1.	Handover Date	Not used.
2.	Requirements for Readiness for Handover	Not used.
4.	Base locations	Tamworth – Basil Brown Drive, Tamworth Regional Airport, Tamworth NSW 2340
7.	Aircraft	1 Aircraft - AW139, Registration Number MSN31785
8.	Area of Operations	Northern NSW
9.	Term	The commencement date of the Additional Services will be that which is set out in clause 2.1 of this Schedule B.
10.	Unconditional undertaking	Not applicable
11.	Guarantor	Not applicable
12.	Nominated Subcontractors	[REDACTED] [REDACTED] [REDACTED]

		<ul style="list-style-type: none"> <li>• [REDACTED]</li> </ul>
13.	Liquidated damages	[REDACTED]

**Schedule 4 – [REDACTED]**

The following pricing shall apply to the Additional Services only:



The parties agree that:

- (a) the pricing set out above is based on the Additional Services being deployed to and out of the Tamworth Base (as the home base from which the Additional Services will be provided and maintenance and related services will be performed) ; and
- (b) the Additional Services may be deployed to and out of an alternative location provided NSW Ambulance and the Operator first agree in writing any necessary operational arrangements or additional costs (which may, without limitation, include facility establishment or rent payment costs) which NSW Ambulance will pay the Operator for deploying the Additional Services to and out of such alternative location. NSW Ambulance acknowledges that use of an alternative location from which the Additional Services may be deployed to and out of may also be subject to the Operator obtaining any necessary consents, including from [REDACTED]

## Execution and Variation Order

Issued pursuant to clause 21 of Contract No HAC 13/63 (**Contract**) in relation to Variation Impact Proposal Number 14 dated 6 September 2021 submitted by Northern New South Wales Helicopter Rescue Service Pty Ltd for a Short-Term Inter-hospital Transport Service (**VIP**).

The signing of this VIP by NSW Ambulance operates as acceptance of the VIP and a Variation Order issued by NSW Ambulance pursuant to clause 21 of the Contract following which the VIP will then be binding upon the parties and, without prejudicing the operation of clause 2.4(a) of Schedule B, the Operator must implement the variation on the basis of the VIP and will be relieved of its obligations under the Contract as set out in the VIP.

Signed for and on behalf of NSW Ambulance by

Anita Tsoi

**Manager Contracts and Performance, Aeromedical Operations**

Name and Title of Signatory

A solid black rectangular box redacting the signature of the signatory.

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Signature