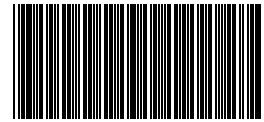




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D0002DQSET

Defence to Amended Statement of Cross Claim

COURT DETAILS

Court	Supreme Court of NSW
Division	Common Law
List	Common Law General
Registry	Supreme Court Sydney
Case number	2024/00338021

TITLE OF PROCEEDINGS

First Plaintiff	Adam James Bray
First Defendant	TRANSPORT FOR NSW ABN 18804239602
Second Defendant	ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD
Number of Defendants	3

TITLE OF THIS CROSS-CLAIM

First Cross Claimant	LINQ BUSLINES PTY. LTD. ACN 131153896
First Cross Defendant	Brett Andrew Button (MIN: 708188)
Second Cross Defendant	ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD
Number of Cross Defendants	7

FILING DETAILS

Filed for	GHD PTY LTD,Cross Defendant 7
Filed in relation to	Cross-Claim 4
Legal representative	Tyler Atkins
Legal representative reference Telephone	0433935813

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Lodge Document,

along with any other documents listed below, were filed by the Court.

Defence to Amended Statement of Cross Claim (260603 GHD - Defence to 4XC.pdf)

[attach.]

Form 7A (version 5)
UCPR 14.3

FOURTH CROSS-CLAIM DEFENCE TO CROSS-CLAIM

COURT DETAILS

Court	Supreme Court of NSW
Division	Common Law
List	General
Registry	Sydney
Case number	2024/00338021

TITLE OF PROCEEDINGS

Plaintiff	Adam James Bray
First defendant	Transport for NSW ABN 18804239602
Number of defendants	3

TITLE OF FOURTH CROSS-CLAIM

Cross-claimant	Linq Buslines Pty Ltd ACN 131 153 896
First cross-defendant	Brett Andrew Button
Number of cross-defendants	7

FILING DETAILS

Filed for	GHD Pty Ltd ACN 008 488 373 , seventh cross-defendant
Filed in relation to	Fourth Cross-Claim
Legal representative	Tyler Atkins, Batch Mewing
Contact name and telephone	Tyler Atkins, + 61 433 935 813
Contact email	tyler.atkins@batchmewing.com.au

PLEADINGS AND PARTICULARS

The seventh cross-defendant, GHD Pty Ltd (**GHD**), pleads and responds to the Fourth Cross-Claim Amended Statement of Cross-Claim (**Fourth Cross Claim**) filed on 7 May 2026 as follows, adopting the defined terms therein unless stated otherwise or the context requires.

1 GHD admits paragraph 1 of the Fourth Cross Claim.

Brett Andrew Button

2 GHD does not plead to paragraphs 2 to 6 of the Fourth Cross Claim as they contain no allegations against GHD.

Acciona Infrastructure Projects Australia Pty Ltd

- 3 GHD admits paragraph 7 of the Fourth Cross-Claim
- 4 GHD does not plead to paragraphs 8 to 10 of the Fourth Cross-Claim as they contain no allegations against GHD.

AECOM Cost Consulting Pty Ltd

- 5 GHD admits paragraph 11 of the Fourth Cross-Claim
- 6 GHD does not plead to paragraphs 12 to 14 of the Fourth Cross-Claim as they contain no allegations against GHD.

Transport for NSW

- 7 GHD admits paragraph 15 of the Fourth Cross-Claim.
- 8 GHD does not plead to paragraphs 16 to 19 of the Fourth Cross-Claim as they contain no allegations against GHD.

Jacobs Group (Australia) Pty Ltd

- 9 GHD admits paragraph 20 of the Fourth Cross-Claim.
- 10 GHD does not plead to paragraphs 21 to 23 of the Fourth Cross-Claim as they contain no allegations against GHD.

SMEC Australia Pty Ltd

- 11 GHD admits paragraphs 24 and 25 of the Fourth Cross-Claim.
- 12 GHD does not plead to paragraphs 25 to 27 of the Fourth Cross-Claim as they contain no allegations against GHD.

GHD Pty Ltd

- 13 GHD admits paragraph 28 of the Fourth Cross-Claim.
- 14 GHD does not plead to paragraph 30 of the Fourth Cross-Claim as it contains no allegations against GHD.
- 15 As to paragraph 31 of the Fourth Cross-Claim, GHD:
 - (a) says that the paragraph is embarrassing and liable to be struck out because Linq does not identify:
 - (i) how it is said that GHD owed a duty of care to Linq or the group members by reference to sections 5B and 5C of the *Civil Liability Act 2002* (NSW);
 - (b) denies paragraph 31 of the Fourth Cross-Claim.

16 GHD admits paragraph 32 of the Fourth Cross-Claim.

17 GHD denies paragraph 33 of the Fourth Cross-Claim.

Limitation under the EPA Act

18 In further answer to the entirety of Linq's claims against GHD, GHD says that:

- (a) the design and construction of the Braxton Interchange is building work:
 - (i) within the meaning of section 109ZK(1) of the *Environmental Planning and Assessment Act 1979* (NSW);
 - (ii) alternatively (from and after 1 March 2018), within the meaning of section 6.20(1) of the *Environmental Planning and Assessment Act 1979* (NSW);
- (b) each of Linq's claims against GHD is:
 - (i) a "building action" within the meaning of section 109ZK(1) of the *Environmental Planning and Assessment Act 1979* (NSW);
 - (ii) alternatively (from and after 1 March 2018), a civil action for loss or damage arising out of or in connection with defective building work within the meaning of section 6.20(1) of the *Environmental Planning and Assessment Act 1979* (NSW);
- (c) Linq's claims against GHD are claims for recovery of economic loss; they are not claims for the recovery of damages for death or personal injury arising out of or concerning defective building work within the meaning of:
 - (i) section 109KL of the *Environmental Planning and Assessment Act 1979* (NSW);
 - (ii) alternatively (from and after 1 March 2018), section 6.21 of the *Environmental Planning and Assessment Act 1979* (NSW);
- (d) with respect to section 109ZK(1) of the *Environmental Planning and Assessment Act 1979* (NSW):
 - (i) the Braxton Interchange was first used on 22 March 2014;
 - (ii) by reason of the matter referred to in subparagraph (d)(i) above, the latest date for bringing a building action in relation to the design and construction of the Braxton Interchange was 22 March 2024;
 - (iii) the Fourth Cross-Claim was filed on 16 January 2026, being later than 22 March 2024; and
 - (iv) by reason of the matters referred to in subparagraphs (a) to (d)(iii) above, the claims in the Fourth Cross-Claim against GHD are barred;

- (e) in the alternative to the matter pleaded in paragraph (d) above and with respect to section 6.20 of the *Environmental Planning and Assessment Act 1979* (NSW) (on and from 1 March 2018):
 - (i) completion of the Braxton Interchange occurred on 7 November 2014 at the latest;
 - (ii) by reason of the matter referred to in subparagraph (e)(i) above, the latest date a civil action for loss or damage arising out of or in connection with defective building work with respect to the Braxton Interchange could be brought was 7 November 2024;
 - (iii) the Fourth Cross-Claim was filed on 16 January 2026, being a later than 7 November 2024; and
 - (iv) by reason of the matters referred to in subparagraphs (a) to (c) and (f)(i) to (f)(iii) above, the claims in the Fourth Cross-Claim against GHD are barred.

Limits to recovery by the plaintiff and group members

Civil Liability Act 2002 (NSW)

19 In further answer to the entirety of Linq's claims against GHD, GHD says that:

- (a) by reason of section 30 of the *Civil Liability Act 2002* (NSW), to the extent any claims against GHD concern a claim for damages for pure mental harm arising wholly or partly from mental or nervous shock in connection with another person (the "victim") being killed, injured or put in peril by an act or omission of ACC, a person bringing such a claim is not entitled to recover damages for pure mental harm unless that person:
 - (i) witnessed, at the scene of the accident, the victim being killed, injured or put in peril; or
 - (ii) is a "close member of the family" of the victim, as defined by section 30(5) of the *Civil Liability Act 2002* (NSW);
- (b) by reason of section 31 of the *Civil Liability Act 2002* (NSW), GHD has no liability to pay damages with respect to a claim for pure mental harm resulting from negligence unless the harm consists of a recognised psychiatric illness; and
- (c) by reason of section 33 of the *Civil Liability Act 2002* (NSW), the Court cannot make an award of damages for economic loss for consequential mental harm

resulting from negligence unless the harm consists of a recognised psychiatric illness.

Motor Accident Injuries Act 2017 (NSW)

20 In further answer to the entirety of Linq's claims against GHD, GHD says that:

- (a) by reason of the *Motor Accident Injuries Act 2017 (NSW)* sections 4.1 and 4.2, Part 4 of the *Motor Accident Injuries Act 2017 (NSW)* applies to and in respect of any award of damages to the plaintiff or any group member in respect of the claims pleaded in the ASOC; and
- (b) in the alternative, if Part 4 of the *Motor Accident Injuries Act 2017 (NSW)* does not so apply, then Part 2 of the *Civil Liability Act 2002 (NSW)* applies.

No double recovery

21 In further answer to the entirety of Linq's claims against GHD, GHD says that by reason of the prohibition against double recovery, any damages payable by GHD are to be reduced to the extent that the plaintiff or any group member has received statutory benefits or damages under the *Motor Accident Injuries Act 2017 (NSW)*, non-refundable compensation under the *Workers Compensation Act 1987 (NSW)*, or any other form of compensation.

Contributory negligence

22 In further answer to the entirety of Linq's claims against GHD, GHD says:

- (a) each of the seats on the bus was fitted with an "approved seatbelt" within the meaning of the *Road Rules 2014 (NSW)*;
- (b) by reason of *Road Rules 2014 (NSW)* rules 265(1) and (2), each passenger of the bus who was 16 years or older was required to wear a seatbelt properly adjusted and fastened; and
- (c) to the extent any such passenger was not wearing a seatbelt properly adjusted and fastened, then pursuant to *Motor Accident Injuries Act 2017 (NSW)* sections 4.17(1) and (2)(c), *Law Reform (Miscellaneous Provisions) Act 1965 (NSW)* s 9, and Part 1A Division 8 of the *Civil Liability Act 2002 (NSW)*, any damages payable in respect of any claims against GHD referable to any such a passenger should be reduced by such extent as the Court thinks just and equitable.

Relief

23 GHD denies that Linq are entitled to the relief claimed against GHD in the Fourth Cross-Claim.

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 to the [Legal Profession Uniform Law Application Act 2014](#) that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the defence to the claim for damages in these proceedings has reasonable prospects of success.

Signature

A handwritten signature in black ink, appearing to read 'Jattib', is written on a light gray rectangular background.

Capacity

Solicitor on record

Date of signature

3 June 2026