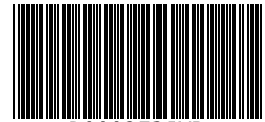




Filed: 31 July 2026 1:20 PM



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Reply (UCPR 8)

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	LINQ BUSLINES PTY. LTD., Cross Claimant 1
Filed in relation to	Cross-Claim 4
Legal representative	Melissa Helen Fenton
Legal representative reference	
Telephone	0282408034
Your reference	MHF:OMB:405421

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.

Reply (UCPR 8) (2026.07.31 Reply to 7th XD (GHD's) Defence to 4XC (Linq's)(14376607.1).pdf)

[attach.]

Form 8 (version 5)
UCPR 14.4

CROSS-CLAIMANT'S REPLY TO SEVENTH CROSS-DEFENDANT'S DEFENCE TO FOURTH CROSS-CLAIM

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Common Law
List	General
Registry	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 (if more than two)	3

TITLE OF THIS CROSS-CLAIM

First Cross-Claimant	Linq Buslines Pty Ltd ACN 131153896
First Cross-Defendant	Brett Andrew Button
Second Cross-Defendant	Acciona Infrastructure Projects Australia Pty Ltd
Number of Cross-Defendants	7

FILING DETAILS

Filed for	Linq Buslines Pty Ltd First Cross-Claimant
Filed in relation to	Fourth Cross-Claim
Legal representative	Melissa Helen Fenton, Gilchrist Connell
Legal representative reference	MHF:OMB:405421
Contact name and telephone	Olivia Boyages, +61 2 8240 8088
Contact email	oboyages@gclegal.com.au

PLEADINGS AND PARTICULARS

Linq Buslines Pty Ltd (**Linq**) responds to the defence filed by GHD Pty Ltd (**GHD**) to the fourth cross-claim filed on 3 June 2026 (**the Defence**) as follows:

Building Work

1. In response to paragraph 18(a) of the Defence, Linq says that:
 - (a) Section 4 of the *Environmental Planning and Assessment Act 1979* (NSW) applicable prior to 1 March 2018 (**Former EPA Act**) defines “building work” as “any physical activity involved in the erection of a building”;
 - (b) Section 4 of the Former EPA Act says “building” includes “part of a building, and also includes any structure or part of a structure (including any temporary structure or part of a temporary structure), but does not include a manufactured home, moveable dwelling or associated structure or part of a manufactured home, moveable dwelling or associated structure”;
 - (c) Refers to and repeats paragraph 43 of the Third Cross-Claim which sets out the services GHD was required to carry out under the GHD Subcontract (as defined);
 - (d) The works which are the subject of the claim brought by Linq against GHD in the Fourth Cross-Claim did not involve the erection of any building or part of a building;
 - (e) The works which are the subject of the claim brought by Linq against GHD in the Fourth Cross-Claim were therefore not “building work” within the meaning of section 109ZK(1) of the Former EPA Act;
 - (f) Section 6.1 of the *Environmental Planning and Assessment Act 1979* (NSW) (**EPA Act**) defines “building work” as “any physical activity involved in the erection of a building”;
 - (g) Section 6.19 of the EPA Act says “building work includes the design or inspection of building work and the issue of a complying development certificate or a certificate under this Part in respect of building work”;
 - (h) Section 1.4 of the EPA Act says “building” includes “part of a building, and also includes any structure or part of a structure (including any temporary structure or part of a temporary structure), but does not include a manufactured home, moveable dwelling or associated structure within the meaning of the *Local Government Act 1993*”;
 - (i) The works which are the subject of the claim brought by Linq against GHD in the Fourth Cross-Claim did not involve the erection of any building or part of a building;
 - (j) The works which are the subject of the claim brought by Linq against GHD in the Fourth Cross-Claim were therefore not “building work” within the meaning of sections 6.19 and 6.20(1) of the EPA Act.

Building action

2. In response to paragraph 18(b) of the Defence, Linq says that:
 - (a) Section 109ZI of the Former EPA Act defines “building action” as “an action (including a counter-claim) for loss or damage arising out of or concerning defective building work”;
 - (b) Refers to and repeats paragraph 1 above;
 - (c) The claim brought by Linq against GHD in the Fourth Cross-Claim is not a building action as contemplated by section 109ZK(1) of the Former EPA Act, as it does not relate to any “building work”;
 - (d) The claim brought by Linq against GHD in the Fourth Cross-Claim is not a building action as contemplated by section 6.20(1) of the EPA Act, as Linq’s claim does not arise out of nor is it connected with defective “building work” as defined by section 6.19 of the EPA Act.

Damages for death or personal injury

3. In response to paragraph 18(c) of the Defence, Linq says that:
 - (a) The claim brought by Linq against GHD is a claim for contribution to the Plaintiffs’ claim for damages for death or personal injury in the principal proceedings;
 - (b) If the claim brought by Linq against GHD is found to be a claim arising out of or in connection with defective “building work”, which is denied, then section 109ZL of the Former EPA Act and section 6.21 of the EPA Act apply.

Time limitation

4. In response to paragraph 18(d) of the Defence, Linq says that:
 - (a) Refers to and repeats paragraph 1;
 - (b) The works which are the subject of the claim brought by Linq against GHD in the Fourth Cross-Claim were not “building work” as contemplated by section 109ZK(1) of the Former EPA Act;
 - (c) The works which are the subject of the claim brought by Linq against GHD in the Fourth Cross-Claim do not involve occupation or use of a building or part of a building;
 - (d) The time limitation set out in section 109ZK of the Former EPA Act does not apply;
 - (e) The claim brought by Linq against GHD is not time barred.
5. In response to paragraph 21(e) of the Defence, Linq says that:
 - (a) Refers to and repeats paragraph 1 above;

- (b) The works which are the subject of the claim brought by Linq against GHD in the Fourth Cross-Claim were not “building work” as contemplated by section 6.20 of the EPA Act;
- (c) The works which are the subject of the claim brought by Linq against GHD in the Fourth Cross-Claim do not involve occupation or use of a building or part of a building;
- (d) The time limitation set out in section 6.20 of the EPA Act does not apply;
- (e) The claim brought by Linq against GHD is not time barred.

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 claim for damages in this reply has reasonable prospects of success.

Signature



Capacity

Solicitor

Date of signature

31 July 2026