

STRATFORD INTERNATIONAL STATION
ANNEXES TO HSI STATION ACCESS CONDITIONS
(Edition Date: June 2010)

ANNEX 1: COMMON STATION AMENITIES AND SERVICES

**COMMON STATION SERVICES AND COMMON STATION AMENITIES
DETAILS OF PROVISIONS WITHIN EACH ZONE AS AT FEBRUARY 2010**

Para		Common Zone	Domestic Southbound Zone	International Zone
1.0	Common Station Amenities for all Users			
1.1	All access roads, forecourts, concourses, platforms, subways, lifts, escalators and other parts of the Station necessary or expedient to enable access to and egress from the Station and the amenities and the use of the Station and amenities listed in paragraphs 1.2, 1.3 and 1.6;	Y	Y	Y
1.2	staff amenities (as such amenities are detailed on the Plan) consisting of train crew and station staff messing accommodation for the non-exclusive use (including incidental use) of each User's staff and the staff of its agents and Associates and any person engaged by a User or any of its Associates;	Y	Y	
1.3	first aid amenities available for all users of the Station (where set out and to the standard set out in the safety management system relating to the Station);	Y		
1.4	fire detection, fire alarm, fire prevention and fire fighting equipment and other safety equipment in accordance with statutory obligations as may be necessary for the safe operation of the Station;	Y	Y	Y
1.5	machinery and equipment necessary for the proper use of the amenities set out in paragraphs 1.1 to 1.3 (inclusive) subject to any restrictions which the Station Facility Owner may reasonably consider appropriate and as have been notified to each User, having regard to the nature or condition of such machinery;	Y	Y	Y

2.0	Common Station Amenities for Passenger Operators			
2.1	All access roads, forecourts, concourses, platforms, subways and other parts of the Station necessary or expedient to enable access to, egress from and the use of the amenities listed in paragraphs 2.2 to 2.6 (inclusive), 2.10, and 2.12 to 2.16 (inclusive);	Y	Y	Y
2.2	public toilets (and disabled public toilets) as indicated on the Plan all of which shall be available and open for public use during the times shown in paragraph 5 of this Annex;	Y	Y	Y
2.3	lost property amenities available and open to the public during the times shown in paragraph 5 of this Annex;	Y		
2.4	set down and pick up facilities for meeting and greeting purposes (available free of charge), short stay and long stay car parking amenities (not available free of charge) and a taxi pick up and set down area for use by railway passengers as indicated on the Plan;			
2.5	display points to advertise alterations to scheduled departure times for each Passenger Operator from the Station with reasonable and equal prominence with the notices of the Station Facility Owner and other Passenger Operators;	Y	Y	
2.6	directional signing with reasonable prominence to facilitate railway passenger movement and emergency exit;	Y	Y	Y
2.7	operational electronic passenger information systems on the concourses and platforms, as detailed on the Plan;	Y	Y	Y
2.8	a public address system which is clearly audible throughout the public areas of the Station;	Y	Y	Y
2.9	a reasonable number of passenger self-help trolleys with corrals located at suitable points around the Station;	Y	Y	Y

2.10	operational and accurate public clocks in positions of reasonable prominence on the concourses, and on platforms;	Y	Y	Y
2.11	a reasonable number of wheelchairs, other suitable transport and ramps for customer with impaired mobility to allow safe wheelchair access to and egress from trains;	Y	Y	
2.12	areas as designated from time to time by the Station Facility Owner for bus set down/pick up;	Y		
2.13	a customer service office which shall be available and open for public use during the times shown in paragraph 5 of this Annex.	Y		
3.0	Common Station Services for all Users			
3.1	Cleaning of the Station in accordance with the specification set out in Appendix 1 to this Annex 1;	Y	Y	
3.2	Heating, ventilating and cooling of those parts of the Station listed in paragraphs 1.2, 2.2, 2.3 and 2.12 of this Annex 1 to such temperatures as may be reasonable and the provision of adequate quantities of hot, cold and drinking water (as appropriate) at the Common Station Amenities as listed in 1.2;	Y	Y	Y
3.3	Proper lighting of the Station;	Y	Y	Y
3.4	Policing as required by law;	Y	Y	Y
3.5	Such security measures as the Station Facility Owner reasonably considers necessary;	Y	Y	
3.6	Prompt display of the notices provided by a User;	Y	Y	

3.7	Pest and environmental control necessary or required for the operation of the Station.	Y	Y	Y
4.0	Common Station Services for Passenger Operators			
4.1	Procure the timely display of unbranded A-Z format Great Britain timetable departure information, (updated to reflect changes to timetabled services subject to receipt of up to date timetable information) which show with equal prominence the times and all calling points (except as agreed with the relevant Passenger Operator), train branding, catering symbols, train service names and first class facilities (as described in the Great Britain timetable of passenger railway services published or procured to be published to the public;	Y	Y	
4.2	Display of emergency or temporary timetables and notices of engineering works;	Y	Y	Y
4.3	The provision of sufficient numbers of competent and appropriately trained staff, who shall wear full uniform maintained in good condition, including a name badge, to provide a high level of customer services, taxi management and assistance to each Passenger Operator's passengers (including any who are disabled), including customer & mobility assistance in relation to boarding and alighting from trains, and handling of luggage; and providing relevant Passenger Operator of details of Station reception arrangements for disabled customers.	Y	Y	
4.4	Provision to the relevant Passenger Operator of details of Station reception arrangements provided by the Station Facility Owner for disabled customers who have reserved journeys via the disabled persons reporting system on the Station "help-page" of the computer reservation system maintained by the relevant Passenger Operator, and updating of this information as necessary and appropriate to each Passenger Operator;			
4.5	Customer help points;	Y	Y	Y

4.6	Display and announcement [^] (with equal prominence of every Passenger Operator and its Associates), via such passenger information systems as appropriate, of such up-to-date and comprehensible information relating to the passenger services as the Station Facility Owner is reasonably capable of displaying or announcing;	Y	Y	Y
4.7	Display at the Station of informational signing indicating the location and opening hours of the ticket offices, which will be unbranded for UK travel;	Y		
4.8	Communication to passengers of such up-to-date train running information as is available to the Station Facility Owner and as relates to, or is likely to relate to, or be relevant in relation to, all railway passenger services operated by Passenger Operators;	Y	Y	Y
4.9	Liaison with the relevant authorities to ensure as far as reasonably practical that access to the Station is signposted from all the main access routes for both motorists and pedestrians, and that all signs are clean and unambiguous;	Y		
4.10	The provision of appropriate written messages and announcements when there is a failure of the amenities referred to in paragraphs 2.1 and 4.5 of this Annex 1;	Y	Y	
4.11	Management of the arrival/departure of road services substituted for rail services for whatever cause;	Y	Y	
4.13	Provision of an emergency and disruption preparedness plan in consultation with all Passenger Operators;	Y		Y
4.14	Provision of arrangements promptly to follow up reports of lost property. Details of how to trace lost property to be always available whilst the Station is staffed and assistance in tracing lost property through the Station Facility Owner and Passenger Operator's lost property procedures to be given whenever reasonably practical;	Y	Y	

4.15	Prompt forwarding to the relevant Passenger Operator's representative as notified to the Station Facility Owner, of any customer's letter or verbal complaints received relating to the passenger services of that Passenger Operator within 3 Business Days of receipt;	Y	Y	Y
4.16	Provision of a briefing system for Station staff, which all staff on the Station regularly attend and which include:	Y	Y	Y
	4.16.1 Briefing on the requirements of this Annex 1	Y	Y	Y
	4.16.2 Prompt circulation to staff of each Passenger Operator's staff newsletter, or other briefing material supplied by Passenger Operators;	Y	Y	Y
	4.16.3 Opportunity for personal briefing, on up to four occasion per year, by each Passenger Operator who shall be invited to join Station Facility Owner's briefing meetings;	Y	Y	Y
4.17	Organisation of regular contract review meetings between the Passenger Operator's and Station Facility Owner's representatives on a three monthly basis (or at such a frequency agreed between the Passenger Operators and the Station Facility Owner) and thereafter prompt provision of formal minutes of the Contract Review Meeting to the relevant Passenger Operators. Agenda items to this meeting to be proposed 2 weeks before the meeting by the Station Facility Owner or any relevant Passenger Operators;	Y	Y	Y
4.18	Provision of and access to view the following at reasonable times upon reasonable notice:	Y	Y	Y
	4.18.1 The Safety Policy for the Station;	Y	Y	Y
	4.18.2 Relevant information from the Station Facility Owner's Safety Authorisation or (where applicable) the Safety Authorisation of the Station Facility Operator including in either case risk assessments for Station activities;	Y	Y	Y

	4.18.3	The Station evacuation arrangements;	Y	Y	Y
	4.18.4	Records of all staff and public accidents at the Station and to accident investigation reports;	Y	Y	Y
	4.18.5	Three-monthly health and safety planned inspection report of the Station;	Y	Y	Y
	4.18.6	Self/external safety audit reports of the Station;	Y	Y	Y
	4.18.7	Station Operations Manual;	Y	Y	Y
	4.18.8	Maintenance manuals and records;	Y	Y	Y
	4.18.9	The building management system;	Y	Y	Y
4.19	Additional customer services as specified in Appendix 1 to this Annex 1		Y	Y	
4.20	In providing the Common Station Services set out in this Annex 1, the Station Facility Owner shall procure that all the requirements of the specification set out in Appendix 1 to Annex 1 are complied with where applicable, and that all staff employed on the Station are appropriately trained and competent to provide the specified services;		Y	Y	
4.21	Trolley management in accordance with Station Operations Manual;		Y	Y	Y
4.22	GSM-R radio and handsets for Users;		Y	Y	Y
4.23	CCTV equipment;		Y	Y	Y
4.24	Taxi management;				
4.25	Station data network.		Y	Y	Y

5. **Opening Hours**

The Station shall be open for the use of staff of Users and their Associates (other than passengers) for the following hours:

Mondays to Saturdays	24 hours
Sundays	24 hours

and to the public for the following hours:

Mondays to Fridays	05.15 to 00:30
Saturdays	05.30 to 00:30
Sundays	08.00 to 00:30

Except for Christmas Day on which day the Station will be closed

provided that the following amenities shall be open only for the period indicated below:

Public Toilets:	At times when the Station is open to the public
Customer Service and Lost Property Offices:	At times when the Station is open to the public
Electronic Passenger Information Systems and Public Address Systems:	At times when the Station is open to the public

6. **Station:**

Station Name: Stratford International Station

Address: Temple Mills Lane- Gate 3 Athletes Village – London E15 2EG

The Station shown on the Plan includes the boundary walls, fences and gates belonging to the Station.

7. **Default Interest Rate**

7.1 2 per cent. above the base lending rates published from time to time by HSBC Bank plc during any relevant period.

8. **Core Facilities**

8.1 Those offices and storage spaces which are necessary for use by a User in order to facilitate the safe and/or efficient operation of trains to and from the Station by the relevant User;

8.2 Those ticket sales and passenger information facilities which are necessary to obtain tickets for and information about the train services provided to or from the Station by a User; and

8.3 The mess rooms, cloakrooms and staff toilets used by employees and authorised agents of a User.

9. **Location of Station Register**

To be advised six months after the Conditions Efficacy Date

APPENDIX 1 TO ANNEX 1

Specifications for Common Station Services

PART 1

Cleaning Specification

1.1 Glossary of Terms

Ceilings includes but is not limited to: Ceiling Surfaces, Ceiling Vents, Ceiling Fittings, High Level Horizontal and Near Angled Surfaces, all limited to surfaces that can be dusted using extendable dusting tools and vacuum cleaner extensions.

External Station Environment includes but is not limited to: Parking Areas, Shelters, Ramps, Pavements and Kerbing, Stairs, Waste Storage and Confinement Areas, Vestibules and Entrances.

Fixtures and Fittings includes but is not limited to: Window Sills, Shelving, Racking, Sockets, Switches, Radiators, Built-In Cupboards, Notice Boards, Whiteboards, Wall Furniture, Wall Lights, Cookers, Coat Hooks, Soap Dispensers, Hand Driers, Vending Machines, Fire Appliances & Stands, Light Fittings, Mirrors (fixed), and Trolleys.

Furniture includes but is not limited to: Tables, work tables, desks, seats, chairs, benches, high/low cabinets, bookcases, lockers, counters, worktops, coat stands, pictures, mirrors (hung), table lamps, floor lamps, electrical appliances, television casing & screens, VDU monitors.

Hard Floors includes but is not limited to: Quarry Tiles, Ceramic Tiles, Linoleum, Vinyl, Safety Flooring, Terrazzo, Rubber, and Wood.

Internal Station Environments includes but is not limited to: Ceilings, Hard Floors, Soft Floors, Vertical Surfaces, Edges and Ridges, Fixtures & Fittings, Furniture, Lifts & Escalators and Sanitary Fittings.

Internal Stations Environments (Staff Areas) includes but is not limited to: Ceilings, Hard Floors, Soft Floors, Vertical Surfaces, Edges and Ridges, Fixtures & Fittings, Furniture, Sanitary Fittings, & Mess Room Equipment.

Lifts & Escalators includes but is not limited to: Lift Doors, Escalator Treads, Runners, Entrance Runners, Glass Panels, Escalator Sides, Hand Rails, Kick Plates, Push Plates, and Handles.

Mess Room Equipment includes but is not limited to: Fridges, Freezers, ovens, microwave ovens, hot plates, worktops, sinks, taps, storage cupboards, electrical appliances.

Sanitary Fittings includes but is not limited to: Toilet Pans, Toilet Seats & Hinges, Cisterns & Flushing Devices, Urinals, Washbasins, Taps, Showers, Shower Trays, Sluices, Toilet Brush and Holder, Sanitary Waste Units.

Soft Floors includes but is not limited to: Carpet, Rugs, Mats, Barrier Matting, Entrance Matting.

Vertical Surfaces (Including Edges And Ridges) includes but is not limited to: Walls, Skirting Edges, Doors, Glass Doors, Door Frames, Lifts, Lift Doors, Glass Panes, Partitions, Glass Partitions, Signs, Pipe Work and Tubing, Cable Trunking, Hand Rails, Balustrades, Stairs, Stair Edges and Nosing, Other Edges and Ridges.

1.2 Internal Station Environments (Public Areas)

(Includes but is not limited to: Ceilings, Hard Floors, Soft Floors, Vertical Surfaces, Edges & Ridges, Fixtures & Fittings, Furniture, Lifts & Escalators and Sanitary Fittings).

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNNACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Litter Picking	Free from cigarette ends and other removable litter and debris.	Build up of removable loose litter or debris.	Some litter or debris arising from usage between cleans.		Level 1
Chewing Gum Removal	Free from loose and impacted chewing gum.	Presence of residual chewing gum that has not been removed by cleaning.	Some chewing gum deposited between cleans.		Level 2
Graffiti, Stickers & Posters Removal	Free from graffiti, stickers fly posters and removable stains e.g. glue marks.	Presence of residual graffiti, stickers, posters and removable stains that can have not been removed by cleaning.	Some graffiti that cannot be removed by normal cleaning processes. Some graffiti, stickers and posters deposited between cleans.		Level 1
Standard Cleaning	Uniform appearance Free from debris, dust, cobwebs, spillage, removable stains, superficial marks and loose or impacted debris including stickers, chewing gum, fly posters, etc. Mirrors and glass polished and smear free.	Non uniform appearance. Build up of spillage, removable stains, superficial marks and loose or impacted debris. Presence of chewing gum, posters or fly stickers. Smears on mirrors/glass.	Some spillage, removable stains, superficial marks and impacted debris arising from usage between cleans.		Level 2

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNNACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Waste Collection & Disposal	Waste bins empty. Bin liner present, in good condition and free from impacted debris and soiling. Waste taken to designated disposal points.	Waste bins not empty. Bin liners missing, soiled or torn. Waste left unattended prior to taking to designated disposal points.	Build up of litter and debris in bins between emptying.	Including but not limited to land fill & recyclable waste bins, fixed and moveable waste bins, fixed and moveable litter bins.	Level 1
Bin Washing	Dry and free from impacted or ingrained debris and removable stains. New bin liner in place.	Presence impacted or ingrained debris and removable stains. Liner not replaced.	Some stains arising from usage between cleans.		Level 2
Sweep	Free from removable dust, dirt and loose litter / debris.	Build up of removable dust, dirt and loose litter / debris.	Some litter or debris arising from usage between cleans.		Level 2

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNNACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Drain flush, clean & Sanitize	Drains and surface drainage routes to drains free from build up of silt, dirt and debris Drains fully sanitised and free from odour.	Build up of silt, dirt and debris in drainage routes and drains. Odour from drains between cleans due to lack of sanitisation.	Some debris arising from usage between cleans.	Surface dust to be removed with dust control mop prior to cleaning tasks. Avoid marks/ staining on walls, skirting boards and surrounding surfaces from mops and burnishing machine. <u>Inspection points</u> Behind furniture, fittings, bins, edges & corners. Under furniture, fittings, slip mats, barrier mats etc Floor drain away points.	Level 2
Spot Mop	Dry and free from spillages, removable stains, superficial marks and loose debris.	Build up of spillages, removable stains, superficial marks and loose debris.	Some debris and spillages arising from usage between cleans.		Level 2

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNNACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Full Mop	Has uniform appearance. Dry and free from spillages, removable stains, superficial marks and loose debris.	Has non uniform appearance. Build up of spillages, removable stains, superficial marks and loose debris.	Some debris and spillages arising from usage between cleans.		Level 2
Scrub	Has uniform appearance. Dry and free from removable ingrained stains, spillages, ingrained dirt, scuffmarks and impacted debris.	Has non uniform appearance. Build up of removable stains, spillages, ingrained dirt, scuffmarks and impacted debris.	Some debris and scuff marks arising from usage between cleans.		Level 2
Burnish / Polish	Has uniform appearance and even sheen. Dry and free from removable stains, spillages, scuffmarks and debris.	Has non uniform appearance or uneven sheen. Build up of removable stains, spillages, scuffmarks and debris.	Some debris and scuff marks arising from usage between cleans.		Level 2

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNNACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Consumables Replenishment	Filled to capacity, free running from dispenser with no obstruction.	Not filled. Dispensers not functioning correctly. Build up of congealed soap.	Decreased amount of products arising from usage between replenishing. Some snagging from dispenser.	Including but not limited to: soap, hand towels, toilet tissue, facial tissue, sanitary disposal bags. <u>Inspection points</u> Dispensers filled All dispensers running free.	Level 1
Spot Clean	Free from visible loose debris, dust, fluff, lint, removable stains and matter.	Build up of removable debris, dust, fluff, lint, removable stains and matter. Accumulation of removable debris, dust, fluff, lint, removable stains and matter around soft floor edges and bases of furniture.	Debris arising from usage between cleans.	Surface dust to be removed with dust control mop prior to cleaning tasks. Avoid marks/ staining on walls, skirting boards and surrounding surfaces from mops and burnishing machine. <u>Inspection points</u> Behind furniture, fittings, bins, edges & corners. Under furniture, fittings, slip mats, barrier mats etc.	Level 2

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Full Suction Clean	Overall even appearance. Free from visible loose debris, dust, fluff, lint, removable stains and matter.	Build up of removable debris, dust, fluff, lint, removable stains and matter. Accumulation of removable debris, dust, fluff, lint, removable stains and matter around soft floor edges and bases of furniture.	Debris arising from usage between cleans.		Level 2
Deep Clean	Free from impacted debris, dust, fluff and lint. Free from removable stains and matter. Overall bright appearance. Odour free.	Build up of impacted and loose debris. Presence of removable stains and matter. Unacceptable odour.	Debris arising from usage between cleans.		Level 2
Dust	Surfaces up to 2.0 metres high are free from visible loose debris, dust and cobwebs.	Build up of loose debris and dust on vertical surfaces and at points of contact with horizontal surfaces.	Debris arising from usage between cleans.	Surface dust to be removed with dust control mop prior to cleaning tasks. <u>Inspection points</u> Door frame edges, inner side of doors Vision panels. Door handles, hand plates, kick plates, door returns, Corners and fitments.	

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
High Dust	Surfaces above 2.0 metres high are free from visible loose debris, dust and cobwebs.	Presence of cobwebs. Build up of loose debris and dust on vertical surfaces and at points of contact with horizontal surfaces.	Debris arising from usage between cleans.		Level 2
Damp Wipe / Spot Wash	Free from impacted debris, dust cobwebs, removable stains and graffiti.	Build up on vertical surfaces of impacted debris, dust, cobwebs and removable stains.	Debris, dust and light stains arising from usage between cleans.		Level 2

1.3 Internal Station Environment (Staff Areas)

(Includes but is not limited to: Ceilings, Hard Floors, Soft Floors, Vertical Surfaces, Edges & Ridges, Fixtures & Fittings, Furniture, Lifts & Escalators, Sanitary Fittings and Mess Room Equipment).

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNACCEPTABLE	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Dust	Free from visible loose debris, dust and cobwebs.	Build up of debris and dust on vertical surfaces and at points of contact with horizontal surfaces.	Some debris arising from usage between cleans.	Surface dust to be removed with dust control mop prior to cleaning tasks.	Level 2
Damp Wipe / wash	Free from impacted debris, dust cobwebs and removable stains. Dry and has uniform appearance.	Build up on vertical surfaces of impacted debris and dust. Presence of removable stains	Some debris, dust and light stains arising from usage between cleans.	<u>Inspection points</u> Behind radiators Vertical & horizontal surfaces, edges and	Level 2

Polish	Dry and free from removable stains, spillages, dust and debris. Has bright and even sheen.	Non uniform appearance. Presence of marks, smears and excess polish. Non uniform appearance	Some debris and marks arising from use between cleans.	ridges, corners, underside edges.	Level 2
Sanitize	Odour free. Showerheads sanitized.	Build up of impacted debris, dust, removable stains, body fats and fluids on all surfaces and at points of contact with horizontal surfaces. Presence of removable stains and smears. Presence of residual odour.	Debris, dust marks and stains arising from usage between cleans. Odour from usage between cleans.	<u>Inspection points</u> Overflows, outlets, plugs, drainage points, U bends, Inner & outer surfaces, under rims, lower edges and surfaces. Seat, covers, hinges & crevices.	Level 1
Deep Clean	Free from impacted debris, dust, scale, verdigris, removable stains, body fats and fluids. Dry and uniform appearance. Odour free.	Build up of impacted debris, dust, scale, verdigris, removable stains, body fats and fluids on all surfaces and at points of contact with horizontal surfaces. Presence of scale, verdigris, removable stains and smears. Presence of residual odour.	Debris, dust marks and stains arising from usage between cleans. Odour from usage between cleans.	All shower cubicle surfaces Soap outlets Underside of taps & shower heads de-scaled	Level 2

1.4 External Station Environments

(Includes but is not limited to: Parking Areas, Shelters, Ramps, Pavements and Kerbing, Stairs, Waste Storage and Confinement Areas, Vestibules and Entrances).

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	UNNACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Sweep	Free from removable dust, dirt and loose litter / debris.	Build up of removable dust, dirt and loose litter / debris.	Some litter or debris arising from usage between cleans.		Level 2
Flush, clean & sanitize drains	Drains, gulleys and surface drainage routes to drains free from build up of silt, dirt and debris. Gulleys and drains fully sanitised and free from odour.	Build up of silt, dirt and debris in gulleys, surface drainage routes and drains. Odour from gulleys or drains between cleans due to lack of sanitisation.	Some debris arising from usage between cleans.		Level 2

1.5 Frequency Levels

1.5.1 Level 1 – Activity Frequency

ACTIVITY	LOCATIONS	PARTICULAR REQUIREMENTS	TIMING	FREQUENCY / RESPONSE TIMES
EMERGENCY RESPONSE	All areas without exception	Spillages, including rain water ponding, or items that may cause a slipping / tripping hazard. Affected area to be coned off and warning signs erected around area.	24Hrs / 7 days a week	Within 5 minutes of Reporting to Contractor
		Spillage cleared up, area dried and returned to normal usage.		Within 10 minutes of reporting to Contractor
LITTER PATROL (litter pick)	All internal areas accessible to the public, and external environment	All areas will be inspected for litter / Rubbish etc. All litter / rubbish removed. Litter / Rubbish posing a serious slipping / tripping risk, then will be dealt with as per	24Hrs / 7 days a week	Patrols every 30 minutes

		Emergency Response		
GRAFFITI REMOVAL	All internal areas accessible to the public and external environment	If graffiti cannot be removed it must be report to Duty Manager who will arrange for Maintenance team to paint/cover over.	24Hrs / 7 days a week	Cleaning to commence within 5 minutes of reporting to Contractor
WASTE COLLECTION	Retail units	Collect waste from retail units and deposit to waste collection site via waste train.	As Required 06:00 – 22:00	Two collections per day
WINTER WEATHER PRECAUTIONS	External environment	Measures to be agreed by Employer	As requested	As requested by the Service manager
REPLENISH CONSUMABLES	All Toilets & Mess Rooms	It is essential that consumables are constantly available during operational hours in all toilets used by the public.	24Hrs / 7 days a week	Toilets used by the public must be checked every 30 minutes.

1.5.2 Level 2 – Activity Frequency

ACTIVITIES	FREQUENCY / RESPONSE TIMES
All Activities listed within this Part 1 of Appendix 1 to Annex 1.	As Required.

APPENDIX 1 TO ANNEX 1

PART 2

Customer Service Specification

1. Policy

Stratford International will employ a highly visible, competent and knowledgeable customer service team in and around the Station complex to ensure that the customers feel safe, secure and welcome every time they visit.

The Station Facility Operator will appoint customer service officers at the Station whose core activities will be the customer service, station operations and security.

Additionally all staff of the Station Facility Operator will have safety roles and responsibilities under the station emergency plans which include fire evacuation, security threats and crowd control.

2. Procedures

All procedures provided under this customer service specification will comply with the detailed descriptions contained in the Station Operations Manual, the contents page of which is set out in paragraph 6.0 of this Appendix 1 to Annex 1, Part 2.

3. Customer Services

3.1 Welcome Team

There will be a team of customer service officers during times at which the Station is open to the public to welcome the customers to the Station. The team will be very visible in and around the Station entrances and will carry out a number of activities to ensure all customers feel welcome and comfortable, they are as follows:

- Meet & greet
- Information provision
- Wayfinding
- Assistance

3.2 Disabled/Special Assistance

The customer service team will provide a service to all customers requiring disabled or special assistance, and will be given disability awareness training and be competent to operate assistance vehicles in the Station.

3.3 Passenger Information System

The Station control room will provide up-to-date arrivals and departure train running information via the passenger information system.

3.4 Announcements

An announcement, by exception policy will be introduced to provide an ambient station environment which is non-intrusive to customers, residents and neighbours. Safety and security announcements will be made throughout the Station as required by the Department for Transport in relation to security and in particular the Director of Transport Security and Contingencies or such other government department performing that function from time to time.

Announcements will be made when services are disrupted or when there are short notice platform changes.

4. Station Operations

There are a number of activities the customer service officers need to carry out to ensure the Station operates efficiently and effectively. All our processes are centred on the customers' needs to ensure they enjoy their time at Stratford International. The processes can be found in the Station Operations Manual and detailed management of the following activities can be found:

- Trolley management
- Taxis management
- Coach management
- Station Control Room

5. Security

The customer Service team will provide a high visibility presence at the Station 24 hours a day, carrying out security patrols in and around the Station and ensuring deliveries are scheduled and monitored.

CCTV, electronic access control and intruder detection systems will be monitored from the station control room.

All employees will be provided with the railway safety accreditation training (RSAS).

6. Station Operations Manual – Contents Page

1.0	General Instructions
	1.1 First Aid Arrangements
	1.2 Roster Guidelines
	1.3 Station Grand Master Key Policy
2.0	Announcement Policy and Procedure
3.0	Coach Management
4.0	Management of Special Events Exhibitions and Filming
5.0	Operational Planning Procedure
6.0	Radio Procedure
7.0	Special Needs Customer Assistance
8.0	Taxi Rank Pick Up Operations
9.0	Trolley Distributions and Operations
10.0	VIP CIP Movements Procedure
11.0	Waste Management and Recycling

APPENDIX 2 TO ANNEX 1

The Plan

APPENDIX 3 TO ANNEX 1

Not used.

APPENDIX 4 TO ANNEX 1

STRATFORD STATION – EQUIPMENT INVENTORY

ALLOCATION OF COST

Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
	Common	South-bound Domestic	International			
1. Traction supply equipment (includes OHLE structures and/or feeder cables to conductor rails, but not the rails)	NO	YES	YES	N/A	NO	NO
2. Signalling equipment (includes gantries cables and other apparatus)	NO	YES	YES	N/A	NO	NO
3. Gas Water and Electricity Utility supply equipment and transmission media.	YES	YES	YES	N/A	NO	NO
4. Sub-stations Meter Rooms and Main Switch Gear Housing	YES	NO	NO	N/A	YES	NO
5. Boilers and heating systems	YES	NO	YES	N/A	YES	NO
6. Station Facility Owner's Temporary Buildings	NO	NO	NO	N/A	NO	NO
7. Smoke Detectors	YES	YES	YES	N/A	YES	NO

	Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
		Common	Southbound Domestic	International			
8.	Air Conditioning Plant and Equipment	YES	YES	YES	N/A	YES	NO
9.	(A) Public address system	YES	YES	YES	1	YES	NO
	(B) Voice alarm system	YES	YES	YES	1	YES	NO
	(C) Main CIS system*	YES	NO	NO	1	YES	NO
	(D) Station clock system	YES	NO	YES	1 Digital System and independent clocks	YES	NO
	(E) CCTV system	YES	YES	YES	1	YES	NO
	(F) Fire alarm system	YES	YES	YES	1	YES	NO
	(G) Access control system	YES	YES	YES	1	YES	NO
	(H) Intruder detection system	NO	YES	YES	1	YES	NO
	(I) Data network	YES	YES	YES	1	YES	NO
	(J) Cabling linking to remote locations	YES	NO	NO	N/A	NO	NO
	(K) Provision of telephone cables for access to third party networks	YES	YES	YES	N/A	YES	NO

* The CIS System is repaired and renewed at the cost of London & South Eastern Railway Limited. Maintenance is provided by the Station Facility Owner.

Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
	Common	Southbound Domestic	International			
10. External Lighting including platforms	YES	YES	YES	N/A	YES	NO
11. Drainage	YES	YES	YES	N/A	YES	NO
12. Gas Installations, fittings and fixed appliances (including consumable repairs)	YES	NO	NO	N/A	YES	NO
13. Electrical Installations including fixed appliances (including consumable repairs)	YES	NO	YES	N/A	YES	NO
14. Electrical power supply sockets and light fittings	YES	YES	YES	N/A	YES	YES
15. Driver Only Operation Equipment	NO	NO	NO	N/A	YES (unless maintained as part of the signalling system)	NO
16. Central Heating Systems	YES	YES	YES	N/A	YES	NO
17. Plumbing installations and fittings where accessible and/or visible	YES	YES	YES	N/A	YES	YES
18. Plumbing installations and fittings where not accessible or visible	YES	YES	YES	N/A	NO	NO

	Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
		Common	Southbound Domestic	International			
19.	Flues	YES	NO	NO		YES	NO
20.	Fixed Seats	NO	NO	NO		YES	YES
21.	Train Despatch Equipment	NO	YES	YES	N/A	NO	NO
22.	Fixed Fire Appliances	YES	YES	YES		YES	NO
23.	Moveable Fire Appliances	YES	YES	NO		YES	YES
24.	Pumping room	YES	NO	NO	N/A	YES	NO
25.	Traffic Management System Controlling entry to Car Park, Coach Bays,Taxi Rank and Delivery yards	YES	NO	NO	N/A	NO	NO
26.	Lift Installations	YES	YES	YES	N/A	YES	NO
27.	Escalator Installations	YES	YES	YES	N/A	YES	NO
28.	Platform Barriers	NO	NO	NO		YES	NO
29.	Cycle Racking	NO	NO	NO	N/A	YES	YES
30.	Waiting Rooms Furniture	NO	YES	NO	N/A	YES	YES
31.	Left Luggage Facility	NO	NO	NO	N/A	NO	NO

	Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
		Common	Southbound Domestic	International			
32.	Provision of base stations to support handheld communication devices	YES	NO	NO	N/A	YES	YES
33.	Window cleaning cradle	YES	NO	NO	1	YES	NO
34.	Electronically operated sunscreen	YES	NO	NO	1	YES	NO

APPENDIX 5 TO ANNEX 1

STRATFORD STATION – ELEMENTS INVENTORY

ALLOCATION OF COST

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
A. Substructure (excluding any finishes)			
1. Foundations	YES	NO	NO
2. Basements	NO	NO	NO
3. Basement Tanking/Waterproofing	NO	NO	NO
4. Arches and Subways	NO	NO	NO
5. Structural Slabs at Ground Level or below	YES	NO	NO
6. Damp Proof Membrane at Ground Floor Level and below	YES	NO	NO
7. Retaining Walls	YES	NO	NO
B. Superstructure			
8. Damp Proof Course	YES	NO	NO

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
9. Frames, Beams Columns (Excluding Finishes)	YES	NO	NO
10. Structural Slabs (above Ground Floor level)	YES	NO	NO
11. Floors (Excluding Finishes)	YES	NO	NO
12. External Staircases (Excluding Finishes)	YES	NO	NO
13. Internal Staircases (Excluding Finishes)	YES	NO	NO
14. Roof Structure	YES	NO	NO
15. Decking, Coverings Insulation	NO	NO	NO
16. Roof Access Ladders, Walkways and Guardrails	YES	NO	NO
17. Roof Lights	YES	NO	NO
18. Roof Drainage	YES	NO	NO
18A Gutter Clearance	YES	YES	NO
19. Parapets	YES	NO	NO
20. Chimneys above Roof Level	NO	NO	NO
21. Station Roof Glazing	YES	NO	NO

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
22. Tankrooms and Roof Mounted Plant	YES	NO	NO
23. Canopies, Supports and Glazing	YES	NO	NO
24. Roof Access Ladders, Walkways and Handrails	NO	NO	NO
25. Canopy Drainage	YES	NO	NO
26. External and Loading Bearing Walls (Excluding Finishes)	YES	NO	NO
27. External Cladding	YES	YES	NO
28. Internal Load Bearing Walls (Excluding Finishes)	YES	NO	NO
29. Internal Non-Load Bearing Walls (Excluding Finishes)	YES	YES	YES
30. Partitions	YES	YES	YES
31. Windows excluding glass			
(A) External	YES	YES	NO
(B) Internal	YES	YES	YES
32. External Doors	YES	YES	NO
33. Internal Doors	YES	YES	YES

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
C. Finishes and Surface			
34. External & Internal Wall Finishes and Coating including paint	YES	YES	YES
35. Floor (except Terrazo) finishes within Buildings	YES	YES	YES
36. Terrazo Finishes	YES	YES	NO
37. Finishes to Frames Beams Columns (other than 38)	YES	YES	YES
38. Fire resistant coatings/finishes	YES	YES	NO
39. Staircase Finishes	YES	YES	YES
40. Train Shed Roof Finishes	NO	NO	NO
41. Canopy Finishes	YES	NO	NO
42. Ceiling Finishes	YES	YES	YES
43. Internal Joinery (Skirtings Architraves)	YES	YES	YES
44. Other Glazing	YES	YES	YES
45. Subway finishes	NO	YES	NO
46. Footbridge finishes	YES	YES	NO

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
D. Platforms and External Structures			
47. Platform Structure including supporting and retaining walls	YES	NO	NO
48. Platform Copers	YES	YES	NO
49. Platform Wearing Surfaces	YES	YES	NO
50. Footbridges (except finishes)	YES	NO	NO
51. Subway Finishes (including wearing surfaces handrails etc)	NO	YES	NO
52. Fixed Ramps	NO	NO	NO
53. Loading Docks	NO	NO	NO
54. Waiting Shelters	YES	YES	NO
55. Fencing	YES	YES	NO
56. Retaining Walls	YES	NO	NO
E. Other			
57. Road, Pavement and Forecourt Surfaces and Substructures and Road Markings	YES	YES	NO

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
58. Car Park Surfaces and Substructures	NO	NO	NO
59. Car Park Equipment including Ticket Machines, Signs and Car Park markings	NO	NO	NO
60. Main Drainage Outfall	NO	NO	NO
61. Other Underground Drainage Installations	YES	NO (except in respect of keeping clear and free flowing)	NO
62. Nominated Signs	NO	YES	YES
63. Station Signage	YES	YES	YES
64. Landscaping and Planting	YES	NO	NO

APPENDIX 6 TO ANNEX 1

(If present on or at the Station)

Traction Supply

Signalling Equipment

Driver only operation equipment and train despatch equipment being an integral part of the signalling system

APPENDIX 7 TO ANNEX 1

1. **Railway Superstructure**

- 1.1 Railway Superstructure means any structure that overlies the operational railway that is outside the Station boundary.

2. **Railway Substructure**

- 2.1 Railway Substructure means any structure that underlies the operational railway that is outside the Station boundary.

3. **The Station**

Not used.

ANNEX 2

QUALIFYING EXPENDITURE

1. Expenses of Common Station Services and Common Station Amenities

1.1 Subject to paragraph 3, all costs and expenses reasonably payable or incurred by the Station Facility Owner in providing or procuring the provision of the Common Station Amenities or the Common Station Services to Users, or which can be properly attributed to the operation of the Station for or in connection with the provision by Users of services for the carriage of passengers by railway or services for the carriage of goods by railway, together with all (or, where the same relate to the whole of the Station, such proportion as can be properly attributed to that part of the Station used for or in connection with the provision by Users of services for the carriage of passengers by railway or services for the carriage of goods by railway), of the costs and expenses reasonably payable or incurred in or in procuring:

- (A) compliance with administrative and secretarial and other incidental obligations of the Station Facility Owner in Parts 2, 3 and 8 and Conditions 25, 26, 28, 99, 56 and 83.2;
- (B) the payment of any existing or future rates taxes, charges, duties, assessments, impositions and other outgoings paid or payable by the Station Facility Owner in respect of the Station excluding:
 - (1) Value Added Tax, except to the extent that such Value Added Tax is not available for credit for the Station Facility Owner, or for any person with which the Station Facility Owner is treated as a member of a group for Value Added Tax purposes, under Sections 25 and 26 of the Value Added Tax Act 1994 and then only to the extent that such Value Added Tax is not recoverable under the Station Access Agreement;
 - (2) tax on the overall net income of the Station Facility Owner;
 - (3) taxes, interest and penalties arising by virtue of the Station Facility Owner's delay or default or failure to make an appropriate claim for relief or make such a claim timeously;
 - (4) taxes which do not relate to the period or events within the period of the Station Access Agreement;
 - (5) tax assessable on the Station Facility Owner in respect of consideration paid to the Station Facility Owner in connection with any dealing with its interest in the Station; and
 - (6) interest or penalties payable by the Station Facility Owner in consequence of the delay or default in the payment of such taxes and rates.
- (C) the making or defending of any claim, litigation, lien, demand or judgement in respect of the Common Station Services and Common Station Amenities in accordance with these Station Access Conditions;

- (D) the payment of the fees and expenses of any professional adviser or valuer reasonably engaged by the Station Facility Owner in connection with any of the provisions of this Annex 2 of the Station Access Conditions;
- (E) insurance in accordance with Condition 23.1, after deducting any commission or discount to or any person on behalf of the Station Facility Owner for effecting the relevant insurance policy;
- (F) any amount applied by the Station Facility Owner pursuant to Condition 24.1(A) on the occurrence of an Insured Risk;
- (G) the costs attributable to :
 - (1) the Maintenance and/or Repair of those Elements of the Station and those items of Equipment the cost of the Maintenance and/or Repair of which is listed in the Elements Inventory or the Equipment Inventory as being Qualifying Expenditure;
 - (2) the Maintenance of any part of the Station which forms part of the Common Station Amenities or of any item of Equipment which is not referred to in the Elements Inventory or the Equipment Inventory (“Omitted Item”) and is determined as being Qualifying Expenditure pursuant to Condition 105.1 or Part 2 of these Station Access Conditions;
 - (3) the Repair of any Omitted Item determined pursuant to Part 2 of these Station Access Conditions as being Qualifying Expenditure; and
 - (4) the painting and decorating buildings forming part of the Station Amenities pursuant to Condition 18.2;
- (H) 75% of the costs of the removal of Track Litter pursuant to Condition 65.1(P); and
- (I) the services of the British Transport Police at the Station.

1.2 Such fee in respect of the overheads of the Station Facility Owner and by way of a management fee for operating or procuring the operation of the Station as shall have been notified to and approved by the Secretary of State from time to time, Provided that:

1.2.1 For the period 19 November 2007 to 31 March 2011 such fee shall equate to the sum derived by applying the following formula:

$$MF = PM + (5\% \times CA)$$

Where:

MF Means the total management fee payable during a year in question, or a pro rata amount of such figure in the case of the period 19 November 2007 to 31 March 2008

PM Means 2.5% of best estimates of total Qualifying Expenditure determined in accordance with Annex 2 (excluding this paragraph 1.2) for the Accounting Year in question

CA Means:

(i) In respect of the period 19 November 2007 to 31 March 2008 the best estimate of total Qualifying Expenditure determined in accordance with Annex 2 (excluding this paragraph 1.2) attributable to that period; and

(ii) In respect of each of the Accounting Years commencing on 1 April 2008, 1 April 2009 and 1 April 2010, the best estimate of total Qualifying Expenditure attributable to the period 19 November 2007 to 31 March 2008, factored upwards to produce a figure that would be attributable to a twelve month period.

1.2.2 The Station Facility Owner and Passenger Operators are desirous of putting in place a management fee incentive scheme, pursuant to which the management fee will be calculated, that will incentivise the Station Facility Owner to manage the Station efficiently and economically. This scheme will include both penalties and rewards for the Station Facility Owner and will take effect from 1 April 2011 (the "Scheme"). As soon as practicable after the Conditions Efficacy Date, the Station Facility Owner and Passenger Operators shall endeavour to agree upon a timetable and process for agreeing the Scheme. The Station Facility Owner and Passenger Operators shall be required to act reasonably in their consideration and development of the Scheme and in particular shall take such steps as are available to them to ensure that the Scheme has been agreed and may be implemented with effect from 1 April 2011.

2. Calculation of Qualifying Expenditure

2.1 In calculating the Qualifying Expenditure, the Station Facility Owner shall give credit for:

- (A) any money received (by way of rent, service charge or otherwise) from any user of the Station other than Users, in respect of the use of the Common Station Amenities or the Common Station Services (other than receipts for car parking), save to the extent that the costs in respect of which such money has been received do not form part of Qualifying Expenditure;
- (B) any money received from any User (other than a Voting Operator) in respect of the use of the Common Station Amenities or the Common Station Services, or as a contribution towards Long Term Charge, by way of Access Charge or otherwise;
- (C) any insurance proceeds received in respect of matters which would otherwise have given rise to expenses for the purposes of calculation of Qualifying Expenditure; and
- (D) any money paid to the Station Facility Owner by way of damages to compensate for, or reimbursement of, costs which would otherwise be treated as expenses for the purposes of calculation of Qualifying Expenditure.

3. **Excluded Costs and Expenses**

3.1 The following costs and expenses shall not form part of the costs and expense described in paragraph 1.1 of this Annex 2:

- (A) the cost and expense of carrying out the Repair and Maintenance obligations of the Station Facility Owner under part 4 save to the extent provided in paragraph 1.1(G) of this Annex 2;
- (B) any amount payable by the Station Facility Owner to any person as a result of the failure of the Station Facility Owner to perform any obligation or of any warranty given by the Station Facility Owner not being true and accurate in all respects;
- (C) costs incurred pursuant to Conditions 10.10, 24.4, 32.3, 60.2, 61.3, 62.1, 63.3, and 85.1.
- (D) all costs and expenses relating to or incurred in connection with:
 - (a) the provision, staffing and cleaning of the ticket offices; and
 - (b) the provision and maintenance of the car park and all car parking facilities;
- (E) the cost of the Existing Works;
- (F) costs which are recoverable from any other party pursuant to the Building Contract(s) (as defined in Condition 22.1);
- (G) costs in relation to the Maintenance and Repair of any part of the Station let or intended to be let; and
- (H) the cost of promotional and publicity activities unless previously approved by the Requisite Majority attributable to the Zone in which such activities are to take place..

4. **Sample Period**

4.1 A period of two Weeks, one Week taken from each of the two periods bounded by the three most recent consecutive Passenger Change Dates. Each such Week shall be accorded a weighted significance determined by reference to the respective number of complete weeks comprised in the published period of the Passenger Timetable in which such Week falls.

For these purposes:

- “Passenger Change Dates”** means the dates upon which significant changes may be made to a Passenger Timetable, being those dates specified by the European Passenger Timetable Conference or such other body as may be appropriate;
- “Passenger Timetable”** means any timetable of passenger railway services published or procured to be published to the public by Network Rail; and

“Week”

means a calendar week measure Sunday to Saturday (inclusive) and not containing a bank or other public holiday.

ANNEX 3

COMMON STATION AMENITIES AND COMMON STATION SERVICES WHICH MAY BE CHANGED ONLY BY UNANIMOUS AGREEMENT OF ALL USERS

1. Reduction of the opening hours of the Station from those as at the Conditions Efficacy Date.
2. Any part of the Station necessary or expedient to enable access and egress to and from the Station by the Users, their Associates and the public.

ANNEX 4

EXISTING WORKS AND ADJACENT WORKS

1. **Existing Works**
 - (1) Completion of snagging items and rectification of defects pursuant to the contracts for the construction of the Station or any part of it
 - (2) Fit-outs of areas within the Station subject to a lease or licence to occupy
 - (3) Fit-outs of the Domestic Southbound Zone,
 - (4) Fit-outs of the International Zone
2. **Specifications of Existing Works** N/A
3. **Consultation Periods** N/A

ANNEX 5

EXISTING AGREEMENTS

No	Type of Agreement
1	HS1 Lease granted by the Secretary of State
2	Wayleaves
a	Utility suppliers
b	Telecom suppliers
3	LCSP Superior Title documentation
4	AMEC- Maintenance of Station building
5	Optilan – Maintenance of Station Systems
6	Retail units as applicable
7	Protective Provisions Agreement with London and South Eastern Railway Limited
8	Arrangements with regard to London Olympic Games 2012

ANNEX 6

IDENTIFIED ABATABLE CHARGES FOR COMMON STATION AMENITIES AND COMMON STATION SERVICES

1. Negotiation of New Abatement Regime

- 1.1 The Station Facility Owner and Passenger Operators are desirous of putting in place an abatement regime that will properly incentivise the Station Facility Owner to remedy such failed assets, and to rectify the provision of such services that are being provided below their required standard, as are considered by the Passenger Operators as critical to their operations, within pre-agreed timescales.
- 1.2 As soon as practicable after the Conditions Efficacy Date, each Passenger Operators shall propose a list of assets and services that they consider should feature in this regime, suitable grace periods for rectification or remedy of each asset and service and appropriate levels of liquidated damages that should be payable in the event the asset is not brought back into operational use, or the service is not provided at the required standard, within the prescribed grace period.
- 1.3 Upon receipt of proposals from all Passenger Operators, the Station Facility Owner and the Passenger Operators shall meet and endeavour to agree a composite list of assets and services that will comprise the regime, together with associated grace periods and liquidated damages that will apply to each asset and service.
- 1.4 The Station Facility Owner and each Passenger Operators shall be required to act reasonably in proposing, negotiating and agreeing an abatement regime with a view to ensuring that the regime has been agreed and may be implemented with effect from 1 April 2011.

2. Interim Arrangements

- 2.1 Pending agreement of an abatement regime that reflects the provisions of the paragraph 1 above, in the event that any Common Station Amenity fails and is not brought back into operational use within a reasonable grace period, or any Common Station Service is not being provided in accordance with the terms the Station Access Conditions and is not so provided within a reasonable grace period, ('reasonable' in each case being determined by reference to the amenity or service in question and the applicable response times for rectification or remedy contained in the contract that the Station Facility Owner has in place for the Maintenance and Repair of that asset, or the provision of that service, as at the date of the failure) each Passenger Operators shall be entitled to claim under the indemnity contained in Condition 54.1 for its costs and losses incurred or suffered as a result of the failure in question. In this regard, the limitations contained in Conditions 55.1 and 55.2 shall not apply.
- 2.2 The parties to a claim made by a Passenger Operator pursuant to paragraph 2.1 of this Annex 6 (a "Claim") shall act reasonably with regard to the settlement of its quantum.

- 2.3 In the event any Claim has not been agreed (in whole or in part) within two months of being notified by the Passenger Operator to the Station Facility Owner, either party shall be entitled to refer the aspect(s) that remains in dispute for determination pursuant to the Disputes Resolution Procedure.
- 2.4 In the event that part of a Claim is accepted by the Station Facility Owner and part remains in dispute, the Station Facility Owner shall be required to pay to the Passenger Operator the undisputed element of the claim within 14 days of receipt of the Passenger Operator's invoice for such undisputed amount.
- 2.5 No claim may be made by a Passenger Operator pursuant to this Annex 6 for the same period of time in respect of which an abatement may be claimed pursuant to Annex 7.

ANNEX 7

SLIDING SCALE OF ABATEMENT FOR FAILURE TO OPEN STATION DURING AGREED OPENING TIMES

1. In this Annex 7:

“**Relevant Amount**” means, in respect of any day on which the Station so fails to open, the whole or such part of:-

- (1) in the case of the User’s Daily Total QX 100% thereof; and
- (2) in the case of the User’s Daily Total LTC 50% thereof

as is in each case equal to the proportion which the number of Vehicles operated by or on behalf of the User and due to depart from the Station on that day and which are affected by such failure to open bears to the total number of vehicles operated by or on behalf of the User and which are due to depart from the Station on that date.

“**User’s Daily Total QX**” means the Residual Variable Charge and Fixed Charges payable by a User during the current Accounting Year divided by the number of days in the Accounting Year in question on which the Vehicles operated by or on behalf of the User in question are due to depart from the Station;

“**User’s Daily Total LTC**” means the share of Long Term Charge payable by a User during the current Accounting Year divided by the number of days in the Accounting Year in question on which the Vehicles operated by or on behalf of the User in question are due to depart from the Station;

2. On each occasion on which the Station is not open during the opening times set out in paragraph 5 of Annex 1, each of the User’s Daily Total QX and the User’s Daily Total LTC shall be abated to any User which has an affected Vehicle by the Relevant Amount.
3. For the purposes of paragraph 2 above, a Vehicle shall be affected by such failure to open if the Station is not open at any time during the period commencing 30 minutes prior to the scheduled arrival of such Vehicle (45 minutes in respect of the scheduled arrival of Vehicles operated by International Passenger Operators) and ending 15 minutes after its scheduled departure.

ANNEX 8

SPECIFIED PROVISIONS

1. The Conditions Efficacy Date is 30 November 2009.
2. The Environmental Liability Commencement Date is 30 November 2009 or the date upon which a User first operated railway services into the Station pursuant to a Station Access Agreement (if later).
3. The amount referred to in the definition “Long Term Charge” is £693,000 per annum.
4. The percentage referred to in the definition “Requisite Majority” is:
 - 4.1 In respect of the Common Zone: 80%
 - 4.2 In respect of the International Zone: 51%; and
 - 4.3 In respect of the Domestic Southbound Zone: 51%.
5. The relevant special conditions referred to in Condition 1.4 are:

None.

ANNEX 9

PRODUCTION OF SPECIFICATIONS

1. This Annex shall apply to the determination of specifications for the Repair and Maintenance of any Elements of the Station or Equipment or in respect of the provision of any Common Station Service as may be requested by the Requisite Majority of the Common Zone from time to time.
2. The Station Facility Owner shall as soon as reasonably practicable after receipt of a request pursuant to paragraph 1 above, deliver to each User its proposals for those specifications including any appropriate quality, quantum or response time standards.
3. The Station Facility Owner and all Users shall negotiate with each other with a view to reaching agreement on the specifications proposed by the Station Facility Owner or on any amendments to them that any User may consider necessary or desirable in respect of any such matters.
4. If the Station Facility Owner and the Users fail to reach agreement with each other on any of the specifications within 90 days of the delivery of the Station Facility Owner's proposals for such specifications, the matters in dispute may be referred by any of them to the panel and/or arbitrator acting in accordance with the relevant provisions of the Dispute Resolution Procedure. Such determination shall:
 - (A) be made having regard to:-
 - (1) (to the extent applicable) the Decision Criteria;
 - (2) the Users' requirements to the extent that the costs of the relevant obligation to which the specification relates would be borne solely by the Users; and
 - (3) the principle that any specification should detail on a fair and reasonable basis how the relevant obligation referred to in paragraph 1 is to be performed and should not otherwise increase the burden of such obligations;
 - (B) be final and binding on the Station Facility Owner and the Users.

**ANNEX 10
ADDITIONAL AMENITIES AND SERVICES PROVIDED
IN THE INTERNATIONAL ZONE**

[To be completed]

ANNEX 11

PART 17B DEFINITIONS

In Part 17B, unless the context requires otherwise:

"Common Zone LTC" means 50% of the Long Term Charge provided that, where:

- (i) the Station is used by one or more Domestic Southbound Passenger Operators, but not any International Passenger Operator, the Common Zone LTC for the Station shall be increased by the full amount of the International Zone LTC for the Station;
or
- (ii) the Station is used by one or more International Passenger Operators, but not any Domestic Southbound Passenger Operator, the Common Zone LTC for the Station shall be increased by the full amount of the Domestic Southbound Zone LTC for the Station;

"Domestic Southbound Zone LTC" means 50% of the Long Term Charge; and

"International Zone LTC" means 0% of the Long Term Charge.