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**ASHFORD INTERNATIONAL STATION  
ANNEXES TO HS1 STATION ACCESS CONDITIONS**

**(Edition Date: 1 September 2013)**

**ANNEX 1: COMMON STATION AMENITIES AND SERVICES**

**COMMON STATION SERVICES AND COMMON STATION AMENITIES  
DETAILS OF PROVISIONS WITHIN EACH ZONE AS AT 1 APRIL 2012**

| <b>Para</b> |   | <b>Common Zone</b> | <b>International Zone</b> |
|-------------|---|--------------------|---------------------------|
| <b>1.0</b>  | <b>Common Station Amenities for all Users</b>   |                    |                           |
| 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;                                 | <b>Y</b>           | <b>Y</b>                  |
| 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;           | <b>Y</b>           |                           |
| 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);   | <b>Y</b>           |                           |
| 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;  | <b>Y</b>           | <b>Y</b>                  |
| 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; | <b>Y</b>           | <b>Y</b>                  |

| <b>Para</b> |  | <b>Common<br/>Zone</b> | <b>International<br/>Zone</b> |
|-------------|--|------------------------|-------------------------------|
| <b>2.0</b>  | <b>Common Station Amenities for Passenger Operators</b>  |                        |                               |
| 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);        | <b>Y</b>               | <b>Y</b>                      |
| 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;   | <b>Y</b>               | <b>Y</b>                      |
| 2.3         | lost property amenities available and open to the public during the times shown in paragraph 5 of this Annex;  | <b>Y</b>               |                               |
| 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; | <b>Y</b>               |                               |
| 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;                                     | <b>Y</b>               | <b>Y</b>                      |
| 2.6         | directional signing with reasonable prominence to facilitate railway passenger movement and emergency exit;  | <b>Y</b>               | <b>Y</b>                      |
| 2.7         | operational electronic passenger information systems on the concourses and platforms, as detailed on the Plan;   | <b>Y</b>               | <b>Y</b>                      |
| 2.8         | a public address system which is clearly audible throughout the public areas of the Station;   | <b>Y</b>               | <b>Y</b>                      |
| 2.9         | a reasonable number of passenger self-help trolleys with corralls located at suitable points around the Station;   | <b>Y</b>               | <b>Y</b>                      |

| <b>Para</b> |  | <b>Common Zone</b> | <b>International Zone</b> |
|-------------|--|--------------------|---------------------------|
| 2.10        | operational and accurate public clocks in positions of reasonable prominence on the concourses, and on platforms;  | <b>Y</b>           | <b>Y</b>                  |
| 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;  | <b>Y</b>           | <b>Y</b>                  |
| 2.12        | areas as designated from time to time by the Station Facility Owner for bus set down/pick up;  | <b>Y</b>           |                           |
| <b>3.0</b>  | <b>Common Station Services for all Users</b>   |                    |                           |
| 3.1         | Cleaning of the Station in accordance with the specification set out in Appendix 1 to this Annex 1;  | <b>Y</b>           | <b>Y</b>                  |
| 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; | <b>Y</b>           | <b>Y</b>                  |
| 3.3         | Proper lighting of the Station;  | <b>Y</b>           | <b>Y</b>                  |
| 3.4         | Policing as required by law;   | <b>Y</b>           | <b>Y</b>                  |
| 3.5         | Such security measures as the Station Facility Owner reasonably considers necessary;   | <b>Y</b>           | <b>Y</b>                  |
| 3.6         | Prompt display of the notices provided by a User;  | <b>Y</b>           | <b>Y</b>                  |
| 3.7         | Pest and environmental control necessary or required for the operation of the Station.   | <b>Y</b>           | <b>Y</b>                  |
| <b>4.0</b>  | <b>Common Station Services for Passenger Operators</b>   |                    |                           |
| 4.1         | Display of emergency or temporary timetables and notices of engineering works;   | <b>Y</b>           | <b>Y</b>                  |

| <b>Para</b> |  | <b>Common<br/>Zone</b> | <b>International<br/>Zone</b> |
|-------------|--|------------------------|-------------------------------|
| 4.2         | 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 the relevant Passenger Operator of details of Station reception arrangements for disabled customers. | <b>Y</b>               | <b>Y</b>                      |
| 4.3         | 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;  | <b>Y</b>               |                               |
| 4.4         | 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;  | <b>Y</b>               | <b>Y</b>                      |
| 4.5         | Display at the Station of informational signing indicating the location and opening hours of the ticket offices, which will be unbranded for UK travel;  | <b>Y</b>               |                               |
| 4.6         | 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;  | <b>Y</b>               | <b>Y</b>                      |
| 4.7         | 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;  | <b>Y</b>               |                               |
| 4.8         | The provision of appropriate written messages and announcements when there is a failure of the amenities referred to in this Annex 1;  | <b>Y</b>               | <b>Y</b>                      |

| <b>Para</b> |  | <b>Common<br/>Zone</b> | <b>International<br/>Zone</b> |
|-------------|--|------------------------|-------------------------------|
| 4.9         | Management of the arrival/departure of road services substituted for rail services for whatever cause;   | <b>Y</b>               |                               |
| 4.10        | Provision of an emergency and disruption preparedness plan in consultation with all Passenger Operators;   | <b>Y</b>               |                               |
| 4.11        | 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; | <b>Y</b>               |                               |
| 4.12        | 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;   | <b>Y</b>               |                               |
| 4.13        | Provision of a briefing system for Station staff, which all staff on the Station regularly attend and which include:   | <b>Y</b>               |                               |
|             | 4.13.1 Briefing on the requirements of this Annex 1;   | <b>Y</b>               |                               |
|             | 4.13.2 Prompt circulation to staff of each Passenger Operator's staff newsletter, or other briefing material supplied by Passenger Operators;  | <b>Y</b>               |                               |
|             | 4.13.3 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;   | <b>Y</b>               |                               |

| <b>Para</b> |  | <b>Common Zone</b> | <b>International Zone</b> |
|-------------|--|--------------------|---------------------------|
| 4.14        | 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; | <b>Y</b>           |                           |
| 4.15        | Provision of and access to view the following at reasonable times upon reasonable notice:  | <b>Y</b>           |                           |
|             | 4.15.1 The Safety Policy for the Station;  | <b>Y</b>           |                           |
|             | 4.15.2 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;   | <b>Y</b>           |                           |
|             | 4.15.3 The Station evacuation arrangements;  | <b>Y</b>           |                           |
|             | 4.15.4 Records of all staff and public accidents at the Station and to accident investigation reports;   | <b>Y</b>           |                           |
|             | 4.15.5 Three-monthly health and safety planned inspection report of the Station;   | <b>Y</b>           |                           |
|             | 4.15.6 Self/external safety audit reports of the Station;  | <b>Y</b>           |                           |
|             | 4.15.7 Station Operations Manual;  | <b>Y</b>           |                           |
|             | 4.15.8 Maintenance manuals and records;  | <b>Y</b>           |                           |
|             | 4.15.9 The building management system;   | <b>Y</b>           |                           |
| 4.16        | Additional customer services as specified in Appendix 1 to this Annex 1;   | <b>Y</b>           |                           |

| <b>Para</b> |  | <b>Common<br/>Zone</b> | <b>International<br/>Zone</b> |
|-------------|--|------------------------|-------------------------------|
| 4.17        | 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; | <b>Y</b>               | <b>Y</b>                      |
| 4.18        | Trolley management in accordance with Ashford Operations Manual;   | <b>Y</b>               | <b>Y</b>                      |
| 4.19        | CCTV equipment;  | <b>Y</b>               | <b>Y</b>                      |
| 4.20        | Taxi management;   | <b>Y</b>               |                               |
| 4.21        | Station data network.  | <b>Y</b>               | <b>Y</b>                      |



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 | 0530 to 2359 |
| Sundays              | 0700 to 2359 |

and to the public for the following hours:

|                    |              |
|--------------------|--------------|
| Mondays to Fridays | 0530 to 2359 |
| Saturdays          | 0530 to 2359 |
| Sundays            | 0700 to 2359 |

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 |
|-----------------|---|

|  |   |
|--|---|
| Public Address System and<br>CIS System: | At times when the Station is open to the public |
|--|---|

6. **Station:**

|               |                               |
|---------------|-------------------------------|
| Station Name: | Ashford International Station |
|---------------|-------------------------------|

|          |  |
|----------|--|
| Address: | Romney Marsh Road<br>Ashford<br>Kent<br>TN24 0PS |
|----------|--|

The Station shown on the Plan includes the boundary walls, fences and gates belonging to the Station and the Station shall also include the adjoining footbridge and subway.

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 spaces for the parking of motor vehicles by employees of a User which are necessary in order to facilitate the safe and/or efficient operation of trains to and from the Station by the relevant User;

8.2 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;

8.3 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

8.4 The mess rooms, cloakrooms and staff toilets used by employees of a User.

## APPENDIX 1 TO ANNEX 1

### Specifications for Common Station Services

#### PART 1

#### Cleaning Specification

##### 1.0 General

- 1.1 The cleaning frequencies are listed in table A of this Appendix 1 to Annex 1. These frequencies provide the Station Facility Owner's requirement for the extent of cleaning at the Station.
- 1.2 The cleaning frequencies detail the periodic and systematic cleaning routines necessary to maintain clean and hygienic conditions in all areas of the Station, so as to ensure that the standards of hygiene comply with current legislation and meet the Station Facility Owner's objectives.
- 1.3 It would be impractical to list all items and fixtures that are included in the schedules and it should, therefore, be followed as a standard for the cleaning of non-listed items, fixtures and surfaces, where practicable.
- 1.4 The Station Facility Operator shall ensure that the cleaning contractor ("Contractor") and all of his staff adopt a responsible approach to the maintenance of standards, including the collection of litter and the cleaning of spillages as and when they occur.
- 1.5 The Station Facility Operator shall ensure that the Contractor maintains a high standard of cleanliness throughout the Station, ensuring proper performance of the contract for cleaning entered into by the Station Facility Operator with such Contractor, in accordance with his approved method statement.
- 1.6 The Station Facility Operator shall ensure that the Contractor gives due consideration to the following specific points in relation to providing the cleaning services:
  - (A) The general aim is to have all areas required for use by the general public in a clean and tidy state before the public have access;
  - (B) There must be an effective litter picking cover operation throughout the entire time that the general public have access to the facilities;
  - (C) Litter bins, both external and internal, at the facilities must be checked regularly and emptied daily or sooner if they are two thirds full; and
  - (D) The choice of frequency of cleaning operations must reflect the nature of the room's area or equipment, its use by the general public and the specific characteristics of the cleaning operation itself.
- 1.7 Proper consideration shall be made of all health and safety legislation in the planning and carrying out of the cleaning service. The Station Facility Operator shall ensure that this includes, but is not limited to, the safety of staff employed by the Contractor as well as his subcontractors on the Station, the safety of the general public, the wearing of suitable personal protective

equipment ("PPE"), selection, use and storage of materials and equipment, instructions and training of staff and the controlling of access to slippery floors.

- 1.8 The Station Facility Operator shall ensure that the Contractor stores cleaning equipment, cleaning materials and PPE in the locations as directed by the Station Facility Operator.
- 1.9 The Station Facility Operator shall ensure that the Contractor demonstrates an effective level of supervision of its staff.
- 1.10 The Station Facility Operator shall ensure that the Contractor's monitoring system for providing the service is continually in operation and available to the Station Facility Operator and the Station Facility Owner when requested.

## **2.0 Standards**

- 2.1 In providing the cleaning service, the Station Facility Operator shall ensure that the Contractor complies with all relevant sections of current legislation and any future enactments applicable, including, but not limited to, the following:
  - (A) Office Shops & Railway Premises Act 1963;
  - (B) Environmental Protection Act 1990;
  - (C) The Food and Environment Protection Act 1985;
  - (D) Pesticides Act 1989;
  - (E) The Health and Safety at Work Act 1974;
  - (F) The Health and Safety (Safety Signs and Signals) Regulations 1996; and
  - (G) Control of Substances Hazardous to Health Regulations 2002.

## **3.0 Contractor's Plan**

- 3.1 The Station Facility Operator shall ensure that the Contractor submits to it for acceptance a programme to provide the cleaning service. The following restrictions shall be taken account in the programme:
  - 3.1.1 The Contractor is to provide an effective presence during all times that the Station is open to the public.
  - 3.1.2 The Contractor is to be responsible for toilet cleaning and tidy-up cleaning in the public areas when customers are in the Station. Other activities which will form part of the cleaning service include, but are not limited to:
    - (A) Litter picking at the front of the Station;
    - (B) Cleaning of the external smoking areas;
    - (C) Emptying of bins; and
    - (D) Any other cleaning tasks identified by the Station Facility Operator.
  - 3.1.3 The Station Facility Operator shall ensure that the Contractor undertakes deep cleaning duties when the Station is closed to the public or during quiet periods in the Station as advised by the Station Facility Operator.

#### **4.0 Waste Collection**

- 4.1 The Station Facility Operator shall ensure that the Contractor collects waste deposited outside the retail units at a frequency stated in table A to this Appendix 1.
- 4.2 The Station Facility Operator shall ensure that the Contractor:
  - (A) Cleans any spillages which may occur during the transportation of waste and the floor finish is made good;
  - (B) Protects the flooring from wheel damage during the operations; and
  - (C) Protects the public from the collection operation.
- 4.3 The Station Facility Operator shall ensure that the Contractor delivers all waste to the waste station designated by the Station Facility Operator on the Station
- 4.4 The Station Facility Operator shall ensure that the Contractor informs it when the Contractor considers that the volume of any waste collected from the retail units and deposited at the waste station so designated by the Station Facility Operator at the Station will exceed the capacity of the storage containers provided in the waste station.
- 4.5 The Station Facility Operator shall ensure that the Contractor does not burn waste or other materials under any circumstances.

#### **5.0 Cleaning Output**

- 5.1 The Station Facility Operator shall ensure that the cleaning service is carried out to its satisfaction.
- 5.2 The Station Facility Operator shall ensure that the Contractor's cleaning does not cause any deterioration of fabrics or surfaces.
- 5.3 The Station Facility Operator shall ensure that the Contractor removes any debris left on floors and surrounds as a consequence of providing the cleaning service.
- 5.4 The Station Facility Operator shall ensure that the Contractor takes all reasonable steps to prevent slippery floor conditions.
- 5.5 The Station Facility Operator shall ensure that the Contractor does not soil the skirting boards, bottoms of doors and furniture etc during the treatment of floors.
- 5.6 The Station Facility Operator shall ensure that the Contractor maintains the floors in a condition satisfactory to the Station Facility Operator in that the floor surfaces are to be free from excessive marking and present a good appearance.
- 5.7 The Station Facility Operator shall ensure that all hard surfaces are free of litter, debris, detritus, animal fouling, accidental debris, sharps and other deposits.
- 5.8 The Station Facility Operator shall ensure that cookers, ovens and hot plates are clean and free from stains, marks and spillages on both the outside and inside. Outer surfaces shall have a high sheen.

- 5.9 The Station Facility Operator shall ensure that upholstered furniture is clean and free from all stains, marks and spillages. The fabric is to be restored to as near its original conditions as is practically possible.
- 5.10 The Station Facility Operator shall ensure that light fittings are free from any visible dirt, stains and marks and are left in a clean and dry condition.
- 5.11 The Station Facility Operator shall ensure that entrance mats and mat wells are free from any visible dust, dirt, stains, marks and spillages.
- 5.12 The Station Facility Operator shall ensure that all floor surfaces fitted with carpets, loose carpets, mats, rugs etc are, after vacuuming and spot shampooing, free from any visible dust, dirt, stains, marks and spillages.
- 5.13 The Station Facility Operator shall ensure that all floor surfaces are free from any visible dust, dirt, stains, marks and spillages and are left in a clean and dry condition. After the application of floor polish/sealant, all floor surfaces are to have a high sheen without creating slippery conditions. Excessive build-ups of material are to be avoided.
- 5.14 The Station Facility Operator shall ensure that all areas of the Station are litter free, subject to the cleaning specification set out in this Appendix 1 to Annex 1.
- 5.15 The Station Facility Operator shall ensure that all brushes, cloths, mops and cleaning equipment generally are clean, odour free and in good workable condition.

**TABLE A**  
**ASHFORD INTERNATIONAL CLEANING FREQUENCY SCHEDULE**

**1.0 Ashford International - External Station Environs**

| Task Ref: | Item                             | Standard  | Frequency |             |               |        |         |       |
|-----------|----------------------------------|---|-----------|-------------|---------------|--------|---------|-------|
|           |                                  |   | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 1.1       | Ground                           | Remove/pick up all litter, sweep areas and remove chewing gum.  | √         |             |               |        |         |       |
|           |                                  | Remove litter & rubbish. Spot mop soiling and stains.   | √         |             |               |        |         |       |
|           |                                  | Hose area as required   | √         |             |               |        |         |       |
|           |                                  | Wash all external doorways  | √         |             |               |        |         |       |
|           |                                  | Remove chewing gum  | √         |             |               |        |         |       |
|           |                                  | Clean & deodorise drains  | √         |             |               |        |         |       |
| 1.2       | Walls / Edges & Doors            | Surfaces brushed / wipe down. Graffiti removed. Stickers and fly posters removed (Note: No higher than it is possible to reach safely). | √         |             |               |        |         |       |
| 1.3       | Handrails, Railings & Gates      | Remove any stickers, chewing gum etc. Damp dust / damp wipe   | √         |             |               |        |         |       |
| 1.4       | Base of Railings etc.            | Sweep clean. Remove all litter and accumulated dirt.  | √         |             |               |        |         |       |
| 1.5       | Passenger self help trolley bays | Clean & polish dry stainless steel and metalwork frame.   | √         |             |               |        |         |       |
| 1.6       | Windows, glass panels and doors  | Spot clean glass  | √         |             |               |        |         |       |
| 1.7       |                                  | Clean glass. Remove graffiti.   | √         |             |               |        |         |       |
| 1.8       | Signs                            | Damp dust / damp wipe surfaces. Remove graffiti, stickers and fly posters.  | √         |             |               |        |         |       |
| 1.9       | Bollards                         | Damp dust / damp wipe to remove marks, smear & dirt. Remove chewing gum   | √         |             |               |        |         |       |
| 1.10      | Roadways                         | Remove litter & rubbish deck scrub or machine scrub to remove soiling & debris. Remove chewing gum.                                     | √         |             |               |        |         |       |

| Task Ref: | Item                                     | Standard   | Frequency |             |               |        |         |       |
|-----------|--|--|-----------|-------------|---------------|--------|---------|-------|
|           |  |  | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 1.11      | Glazing – low level (excluding the roof) | All glazing that forms the structure of the new extension. Spot clean glass. | √         |             |               |        |         |       |
| 1.12      |  | Clean glass and remove any graffiti  | √         |             |               |        |         |       |

## 2.0 Ashford International - Platforms, Concourse and Public Areas

| Task Ref: | Item                                     | Standard   | Frequency |             |               |        |         |       |
|-----------|--|--|-----------|-------------|---------------|--------|---------|-------|
|           |  |  | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 2.1       | Floor                                    | Remove all litter, machine scrub & dry. Removing pigeon excrement and chewing gum    |           |             |               |        |         |       |
|           |  | Remove/pick up litter, rubbish etc.  | √         |             |               |        |         |       |
|           |  | Remove chewing gum   |           |             |               |        |         |       |
| 2.2       | Walls                                    | Remove graffiti, posters, sticker etc. Spot wipe / spot clean                        | √         |             |               |        |         |       |
|           |  | Dust walls. High dust areas  | √         |             |               |        |         |       |
| 2.3       | Glass panels                             | Clean glass panels and emergency escape gates  | √         |             |               |        |         |       |
| 2.4       | Signs                                    | Damp clean / damp wipe surfaces. Graffiti removed. Stickers and fly posters removed. | √         |             |               |        |         |       |
| 2.5       | Walls-to include ledges, pillars & bases | Remove stickers, posters, graffiti. Remove chewing gum. Dust walls                   | √         |             |               |        |         |       |
|           |  | Bases to be damp mopped.   | √         |             |               |        |         |       |
|           |  | High dust  | √         |             |               |        |         |       |
| 2.6       | Passenger self help trolley bays         | Clean and polish dry stainless steel and metalwork frame.                            | √         |             |               |        |         |       |



| Task Ref: | Item                                       | Standard   | Frequency |             |               |        |         |       |
|-----------|--|--|-----------|-------------|---------------|--------|---------|-------|
|           |  |  | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 2.7       | Fire Extinguisher / Emergency Equip. Cases | Remove rubbish/litter. Damp dust / damp clean equipment and cases  | √         |             |               |        |         |       |
| 2.8       | Pigeon Excrement                           | Damp mop   | √         |             |               |        |         |       |
|           |  | Machine scrub & dry  | √         |             |               |        |         |       |
| 2.9       | Heavy cleaning                             | Machine scrub and dry. Hose area (if appropriate). High dust, remove chewing gum. Remove graffiti. Clean & polish dry stainless steel. Clean glass | √         |             |               |        |         |       |

### 3.0 Ashford International - Public Toilets (Male, Female & Disabled)

| Task Ref: | Item                    | Standard  | Frequency |             |               |        |         |       |
|-----------|-------------------------|---|-----------|-------------|---------------|--------|---------|-------|
|           |                         |   | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 3.1       | Floor                   | Remove litter, rubbish etc.   | √         |             |               |        |         |       |
|           |                         | Clean entire area removing dirt, stains, chewing gum etc.   | √         |             |               |        |         |       |
| 3.2       | Ledges                  | Litter, rubbish etc. removed  | √         |             |               |        |         |       |
|           |                         | Damp dust / damp wipe surfaces so free of dirt. Remove graffiti and stickers etc.   | √         |             |               |        |         |       |
| 3.3       | Mirrors                 | Clean glass so free of marks, smears etc.   | √         |             |               |        |         |       |
| 3.4       | Office Area             | Full vacuum. Damp dust / damp wipe ledges. Clean glass windows. Dust door / wall vents. Empty waste bins and dispose of rubbish   | √         |             |               |        |         |       |
| 3.5       | Sinks                   | Clean washbasins, descale fittings  | √         |             |               |        |         |       |
| 3.6       | Toilets                 | Clean toilets and descale fittings  | √         |             |               |        |         |       |
| 3.7       | Turnstiles              | Spot wipe/clean.  | √         |             |               |        |         |       |
|           |                         | Clean and polish dry stainless steel and metalwork units  | √         |             |               |        |         |       |
| 3.8       | Urinals                 | Clean toilets and urinal, descale fittings  | √         |             |               |        |         |       |
| 3.9       | Walls                   | Spot clean / spot wipe. Remove stickers and graffiti  | √         |             |               |        |         |       |
| 3.10      |                         | Damp wipe and dry wall tiles etc  | √         |             |               |        |         |       |
| 3.11      | Heavy clean through out | Hose area (if appropriate). High dust, remove chewing gum. Remove graffiti. Clean & polish dry stainless steel. Clean glass. Damp wipe and dry wall surfaces. Clean ceilings. | √         |             |               |        |         |       |
| 3.12      | Sharps                  | Removal of sharps   | √         |             |               |        |         |       |

#### 4.0 Ashford International – Stairways & Subway

| Task Ref: | Item                        | Standard  | Frequency |             |               |        |         |       |
|-----------|-----------------------------|---|-----------|-------------|---------------|--------|---------|-------|
|           |                             |   | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 4.1       | Stairs and Landing          | Remove litter, spot mop spillages. Special attention taken to white edges   | √         |             |               |        |         |       |
|           |                             | Scrub stairs and nosing, clean and deodorize drain/filter.  | √         |             |               |        |         |       |
|           |                             | High dust ledges, surfaces, walls etc   | √         |             |               |        |         |       |
| 4.2       | Floor (Passageway)          | Clean drain/ filter and remove debris, litter etc. spot mop stained areas/spillages. Remove chewing gum.              | √         |             |               |        |         |       |
| 4.3       |                             | Clean drain/ filter and remove debris. Clean spillages. Remove chewing gum.   | √         |             |               |        |         |       |
| 4.4       | Walls / Edges & Doors       | Dry dust surfaces and damp wipe (if appropriate). Remove graffiti, stickers, fly posters and chewing gum.             | √         |             |               |        |         |       |
|           |                             | Dust door / vents. High dust.   | √         |             |               |        |         |       |
| 4.5       | Handrails, Railings & Gates | Remove any stickers, chewing gum etc. Damp wipe / damp clean. Clean and polish dry stainless steel or metalwork areas | √         |             |               |        |         |       |
| 4.6       | Base of Railings etc.       | Clean. Remove all litter and accumulated dirt.  | √         |             |               |        |         |       |
| 4.7       | Mirrors                     | Clean glass so free of marks, smears etc.   | √         |             |               |        |         |       |
| 4.8       | Heavy clean through-out.    | Damp dust / damp wipe surfaces so free of dirt & soiling. Remove graffiti and stickers. Remove chewing gum            | √         |             |               |        |         |       |

**5.0 Ashford International – Service Yard**

| Task Ref: | Item                 | Standard   | Frequency |             |               |        |         |       |
|-----------|----------------------|--|-----------|-------------|---------------|--------|---------|-------|
|           |                      |  | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 5.1       | Ground               | Remove all litter and sweep areas  | √         |             |               |        |         |       |
| 5.2       |                      | Wash all areas under compactor (once it is removed for changing)                     | √         |             |               |        |         |       |
| 5.3       |                      | Clean/scrub floor area, spillages cleaned, chewing gum and pigeon excrement removed. | √         |             |               |        |         |       |
| 5.4       | Walls, Edges & doors | Surfaces dry dust/brushed / damp wipe. Damp wipe and dry corners, sills and ledges.  | √         |             |               |        |         |       |
| 5.5       | Service corridor     | Remove litter and spot clean to remove spillages                                     | √         |             |               |        |         |       |

**6.0 Ashford International – Lifts & Escalators**

| Task Ref: | Item       | Standard  | Frequency |             |               |        |         |       |
|-----------|------------|---|-----------|-------------|---------------|--------|---------|-------|
|           |            |   | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 6.1       | Lifts      | Runners spot mop to ensure free of dirt, debris. Remove chewing gum and litter. | √         |             |               |        |         |       |
| 6.2       |            | Clean door glass, clean door kick plates, push plates and handles. Clean glass. | √         |             |               |        |         |       |
| 6.3       |            | High dust, high clean   | √         |             |               |        |         |       |
| 6.4       | Escalators | Remove litter and chewing gum from steps. Spot clean spillages                  | √         |             |               |        |         |       |
| 6.5       |            | Scrub using escalator cleaning machine  | √         |             |               |        |         |       |
| 6.6       |            | Spot clean/wipe handrails. Remove chewing gum.                                  | √         |             |               |        |         |       |
| 6.7       |            | Spot clean glass sides and dust control mop, dry dust ledges                    | √         |             |               |        |         |       |

**7.0 Ashford International – Litter Patrols**

| Task Ref; | Item      | Standard                                | Frequency   |             |               |        |         |
|-----------|-----------|---|-------------|-------------|---------------|--------|---------|
|           |           |   | As Req**    | Daily (day) | Daily (night) | Weekly | Monthly |
| 7.1       | All areas | Remove litter deposited in public areas | As required |             |               |        |         |

### 8.0 Ashford International – Emergency Response

| Task Ref: | Item      | Standard   | Frequency  |             |               |        |         |
|-----------|-----------|--|--|-------------|---------------|--------|---------|
|           |           |  | As Req**   | Daily (day) | Daily (night) | Weekly | Monthly |
| 8.1       | All areas | Spillages, including rain water ponding, or items that may cause a slipping / tripping hazard – area coned off, warning signs erected around area. | Within 5 minutes of reported spillage  |             |               |        |         |
| 8.2       |           | Spillage cleared up, area dried and returned to normal usage.  | Within 10 minutes  |             |               |        |         |
| 8.3       |           | Winter weather precautions   | As required  |             |               |        |         |
| 8.4       |           | Graffiti   | Within 5 minutes of a report of offensive graffiti.<br>If graffiti cannot be removed report to Duty Manager who will arrange for Maintenance team to paint/cover over. |             |               |        |         |

### 9.0 Ashford International – Waste Collection

| Task Ref; | Item      | Standard   | Frequency   |             |               |        |         |
|-----------|-----------|--|-------------|-------------|---------------|--------|---------|
|           |           |  | As Req**    | Daily (day) | Daily (night) | Weekly | Monthly |
| 9.1       | All areas | Collect waste from retail units and deposit to waste collection site | As required |             |               |        |         |

**10.0 Ashford International – Station Management Offices, Locker Room & Mess Room**

| Task Ref: | Item               | Standard   | Frequency |             |               |        |         |       |
|-----------|--------------------|--|-----------|-------------|---------------|--------|---------|-------|
|           |                    |  | As Req**  | Daily (day) | Daily (night) | Weekly | Monthly | Qtrly |
| 10.1      | Customer Reception | Remove/pick up litter. Empty waste bins & dispose of rubbish   | √         |             |               |        |         |       |
| 10.2      |                    | Full vacuum, dry dust, damp clean/damp wipe surfaces. Clean glass and polish wood furniture. Remove debris from upholstered furniture                      | √         |             |               |        |         |       |
| 10.3      |                    | Remove spots and stains from carpets   | √         |             |               |        |         |       |
| 10.4      | Offices            | Full vacuum, empty waste bins & dispose of rubbish. Polish tops of desks and tables. Clean glass surfaces. Clean door kick plates, push-plates and handles | √         |             |               |        |         |       |
| 10.5      |                    | Not Used   | √         |             |               |        |         |       |
| 10.6      |                    | High dust. Remove stains from carpets. Sanatise telephones. Clean skirting Clean ceilings  | √         |             |               |        |         |       |
| 10.7      | Toilets            | Spot clean, damp wipe surfaces. Replenish consumables  | √         |             |               |        |         |       |
| 10.8      |                    | Clean toilets and urinals. Descale sanitary fittings. Clean glass/mirrors. Clean washbasins.   | √         |             |               |        |         |       |
| 10.9      | Mess room          | Empty waste bins & dispose of rubbish. Clean microwave, damp wipe surfaces.  | √         |             |               |        |         |       |
| 10.10     |                    | Clean interior surfaces of cupboards. Clean refrigerators. Damp wipe and dry tiled and wall surfaces   | √         |             |               |        |         |       |
| 10.11     | Locker room        | Full vacuum. Empty waste bins and dispose of rubbish. Damp wipe surfaces. Spot mop spillages   | √         |             |               |        |         |       |
| 10.12     |                    | High dust, clean skirtings, clean ceilings   | √         |             |               |        |         |       |
| 10.13     | Control room       | Full vacuum, dry dust, damp clean/damp wipe surfaces. Clean glass and polish wood furniture. Remove debris from upholstered furniture                      | √         |             |               |        |         |       |
| 10.14     |                    | High dust, clean skirtings, clean ceilings   | √         |             |               |        |         |       |

## APPENDIX 1 TO ANNEX 1

### PART 2

#### Customer Service Specification

##### 1. Policy

Ashford 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 staff 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 Ashford 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 Disabled/Special Assistance

The customer service team will ensure that facilities are available and arrangements can be provided for all customers requiring disabled or special assistance.

###### 3.2 Passenger Information System

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

###### 3.3 Announcements

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 Ashford International. The processes can be found in the Ashford Operations Manual and detailed management of the following activities can be found:

- Trolley management
- Taxis management



Coach management  
Station Control Room

**5. Security**

The Station Facility Operator's team will provide a high visibility presence at the Station 24 hours a day and will carry out security patrols in and around the Station, including the monitoring of deliveries.

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

**6. Ashford 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**

**ASHFORD INTERNATIONAL STATION – EQUIPMENT INVENTORY**

**ALLOCATION OF COST**

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

| Description   | Present in Station Zones |               | Quantity<br>(where applicable)                    | Maintenance<br>is Qualifying<br>Expenditure | Repair is<br>Qualifying<br>Expenditure | Renewal is<br>Qualifying<br>Expenditure |
|---|--------------------------|---------------|---|---|--|---|
|   | Common                   | International |   |   |  |   |
| 8. Air Conditioning Plant and Equipment                                 | YES                      | YES           | N/A   | YES   | YES                                    | NO                                      |
| 9. (A) Public address system  | YES                      | YES           | 1   | YES   | YES                                    | NO                                      |
| (B) Voice alarm system  | YES                      | YES           | 1   | YES   | YES                                    | NO                                      |
| (C) Main CIS system   | YES                      | NO            | 1   | YES   | YES                                    | NO                                      |
| (D) Station clock system  | YES                      | YES           | 1 Digital<br>System and<br>independen<br>t clocks | YES   | YES                                    | NO                                      |
| (E) CCTV system   | YES                      | YES           | 1   | YES   | YES                                    | NO                                      |
| (F) Fire alarm system   | YES                      | YES           | 1   | YES   | YES                                    | NO                                      |
| (G) Access control system   | YES                      | YES           | 1   | YES   | YES                                    | NO                                      |
| (H) Intruder detection system   | YES                      | YES           | 1   | YES   | YES                                    | NO                                      |
| (I) Data network  | YES                      | YES           | 1   | YES   | YES                                    | NO                                      |
| (J) Cabling linking to remote locations                                 | YES                      | NO            | N/A   | YES   | YES                                    | NO                                      |
| (K) Provision of telephone cables for<br>access to third party networks | YES                      | YES           | N/A   | YES   | YES                                    | NO                                      |
| 10. External Lighting including platforms                               | YES                      | YES           | N/A   | YES   | YES                                    | NO                                      |

|     | Description  | Present in Station Zones |               | Quantity<br>(where applicable) | Maintenance<br>is Qualifying<br>Expenditure | Repair is<br>Qualifying<br>Expenditure | Renewal is<br>Qualifying<br>Expenditure |
|-----|--|--------------------------|---------------|--------------------------------|---|--|---|
|     |  | Common                   | International |                                |   |  |   |
| 11. | Drainage   | YES                      | YES           | N/A                            | YES   | YES                                    | NO                                      |
| 12. | Gas Installations, fittings and fixed appliances (including consumable repairs)    | YES                      | NO            | N/A                            | YES   | YES                                    | NO                                      |
| 13. | Electrical Installations including fixed appliances (including consumable repairs) | YES                      | YES           | N/A                            | YES   | YES                                    | NO                                      |
| 14. | Electrical power supply sockets and light fittings                                 | YES                      | YES           | N/A                            | YES   | YES                                    | NO                                      |
| 15. | Driver Only Operation Equipment  | NO                       | NO            | N/A                            | N/A   | N/A                                    | N/A                                     |
| 16. | Central Heating Systems  | YES                      | YES           | N/A                            | YES   | YES                                    | NO                                      |
| 17. | Plumbing installations and fittings where accessible and/or visible                | YES                      | YES           | N/A                            | YES   | YES                                    | NO                                      |
| 18. | Plumbing installations and fittings where not accessible or visible                | YES                      | YES           | N/A                            | YES   | YES                                    | NO                                      |
| 19. | Flues  | NO                       | NO            |                                | N/A   | N/A                                    | N/A                                     |
| 20. | Fixed Seats  | NO                       | NO            |                                | N/A   | N/A                                    | N/A                                     |
| 21. | Train Despatch Equipment   | NO                       | YES           | N/A                            | NO  | NO                                     | NO                                      |
| 22. | Fixed Fire Appliances  | YES                      | YES           |                                | YES   | YES                                    | NO                                      |
| 23. | Moveable Fire Appliances   | YES                      | NO            |                                | YES   | YES                                    | NO                                      |

|     | Description   | Present in Station Zones |               | Quantity<br>(where applicable) | Maintenance<br>is Qualifying<br>Expenditure | Repair is<br>Qualifying<br>Expenditure | Renewal is<br>Qualifying<br>Expenditure |
|-----|---|--------------------------|---------------|--------------------------------|---|--|---|
|     |   | Common                   | International |                                |   |  |   |
| 24. | Pumping room  | NO                       | NO            | N/A                            | N/A   | N/A                                    | N/A                                     |
| 25. | Traffic Management System [Controlling entry to Car Park, Coach Bays, Taxi Rank and Delivery yards] | YES                      | NO            | N/A                            | YES (save in relation to the car park)      | YES (save in relation to the car park) | NO                                      |
| 26. | Lift Installations  | YES                      | YES           | N/A                            | YES   | YES                                    | NO                                      |
| 27. | Escalator Installations   | YES                      | YES           | N/A                            | YES   | YES                                    | NO                                      |
| 28. | Platform Barriers   | NO                       | NO            |                                | N/A   | N/A                                    | N/A                                     |
| 29. | Cycle Racking   | YES                      | NO            | N/A                            | YES   | YES                                    | NO                                      |
| 30. | Waiting Rooms Furniture   | NO                       | NO            | N/A                            | N/A   | N/A                                    | N/A                                     |
| 31. | Left Luggage Facility   | NO                       | NO            | N/A                            | N/A   | N/A                                    | N/A                                     |
| 32. | Provision of base stations to support handheld communication devices                                | YES                      | NO            | N/A                            | YES   | YES                                    | NO                                      |
| 33. | Window cleaning cradle  | YES                      | NO            | 1                              | YES   | YES                                    | NO                                      |
| 34. | Electronically operated sunscreen   | YES                      | NO            | 1                              | YES   | YES                                    | NO                                      |

**APPENDIX 5 TO ANNEX 1**

**ASHFORD INTERNATIONAL STATION – ELEMENTS INVENTORY**

**ALLOCATION OF COST**

| <b>Description</b>                                     | <b>Present at Station</b> | <b>Maintenance is Qualifying Expenditure</b> | <b>Repair is Qualifying Expenditure</b> | <b>Renewal is Qualifying Expenditure</b> |
|--|---------------------------|--|---|--|
| <b>A. Substructure (excluding any finishes)</b>        |                           |  |   |  |
| 1. Foundations   | YES                       | YES  | YES                                     | NO                                       |
| 2. Basements   | NO                        | N/A  | N/A                                     | N/A                                      |
| 3. Basement Tanking/Waterproofing                      | NO                        | N/A  | N/A                                     | N/A                                      |
| 4. Arches and Subways                                  | YES                       | YES  | YES                                     | NO                                       |
| 5. Structural Slabs at Ground Level or below           | YES                       | YES  | YES                                     | NO                                       |
| 6. Damp Proof Membrane at Ground Floor Level and below | YES                       | YES  | YES                                     | NO                                       |
| 7. Retaining Walls                                     | YES                       | YES  | YES                                     | NO                                       |
| <b>B. Superstructure</b>                               |                           |  |   |  |
| 8. Damp Proof Course                                   | YES                       | YES  | YES                                     | NO                                       |
| 9. Frames, Beams Columns (Excluding Finishes)          | YES                       | YES  | YES                                     | NO                                       |
| 10. Structural Slabs (above Ground Floor level)        | YES                       | YES  | YES                                     | NO                                       |



| <b>Description</b>                               | <b>Present at Station</b> | <b>Maintenance is Qualifying Expenditure</b> | <b>Repair is Qualifying Expenditure</b> | <b>Renewal is Qualifying Expenditure</b> |
|--|---------------------------|--|---|--|
| 11. Floors (Excluding Finishes)                  | YES                       | YES  | YES                                     | NO                                       |
| 12. External Staircases (Excluding Finishes)     | YES                       | YES  | YES                                     | NO                                       |
| 13. Internal Staircases (Excluding Finishes)     | YES                       | YES  | YES                                     | NO                                       |
| 14. Roof Structure                               | YES                       | YES  | YES                                     | NO                                       |
| 15. Decking, Coverings Insulation                | NO                        | N/A  | N/A                                     | N/A                                      |
| 16. Roof Access Ladders, Walkways and Guardrails | YES                       | YES  | YES                                     | NO                                       |
| 17. Roof Lights                                  | YES                       | YES  | YES                                     | NO                                       |
| 18. Roof Drainage                                | YES                       | YES  | YES                                     | NO                                       |
| 18A Gutter Clearance                             | YES                       | YES  | YES                                     | NO                                       |
| 19. Parapets                                     | YES                       | YES  | YES                                     | NO                                       |
| 20. Chimneys above Roof Level                    | NO                        | N/A  | N/A                                     | N/A                                      |
| 21. Station Roof Glazing                         | YES                       | YES  | YES                                     | NO                                       |
| 22. Tankrooms and Roof Mounted Plant             | YES                       | YES  | YES                                     | NO                                       |
| 23. Canopies, Supports and Glazing               | YES                       | YES  | YES                                     | NO                                       |
| 24. Roof Access Ladders, Walkways and Handrails  | NO                        | N/A  | N/A                                     | N/A                                      |
| 25. Canopy Drainage                              | YES                       | YES  | YES                                     | NO                                       |

| <b>Description</b> |   | <b>Present at Station</b> | <b>Maintenance is Qualifying Expenditure</b> | <b>Repair is Qualifying Expenditure</b> | <b>Renewal is Qualifying Expenditure</b> |
|--------------------|---|---------------------------|--|---|--|
| 26.                | External and Loading Bearing Walls (Excluding Finishes)       | YES                       | YES  | YES                                     | NO                                       |
| 27.                | External Cladding   | YES                       | YES  | YES                                     | NO                                       |
| 28.                | Internal Load Bearing Walls (Excluding Finishes)              | YES                       | YES  | YES                                     | NO                                       |
| 29.                | Internal Non-Load Bearing Walls (Excluding Finishes)          | YES                       | YES  | YES                                     | NO                                       |
| 30.                | Partitions  | YES                       | YES  | YES                                     | NO                                       |
| 31.                | Windows excluding glass                                       |                           |  |   |  |
|                    | (A) External  | YES                       | YES  | YES                                     | NO                                       |
|                    | (B) Internal  | YES                       | YES  | YES                                     | NO                                       |
| 32.                | External Doors  | YES                       | YES  | YES                                     | NO                                       |
| 33.                | Internal Doors  | YES                       | YES  | YES                                     | NO                                       |
| <b>C.</b>          | <b>Finishes and Surface</b>                                   |                           |  |   |  |
| 34.                | External & Internal Wall Finishes and Coating including paint | YES                       | YES  | YES                                     | NO                                       |
| 35.                | Floor (except Terrazo) finishes within Buildings              | YES                       | YES  | YES                                     | NO                                       |
| 36.                | Terrazo Finishes  | YES                       | YES  | YES                                     | NO                                       |
| 37.                | Finishes to Frames Beams Columns (other than                  | YES                       | YES  | YES                                     | NO                                       |

| <b>Description</b>  | <b>Present at Station</b> | <b>Maintenance is Qualifying Expenditure</b> | <b>Repair is Qualifying Expenditure</b> | <b>Renewal is Qualifying Expenditure</b> |
|---|---------------------------|--|---|--|
| 38)   |                           |  |   |  |
| 38. Fire resistant coatings/finishes                            | YES                       | YES  | YES                                     | NO                                       |
| 39. Staircase Finishes  | YES                       | YES  | YES                                     | NO                                       |
| 40. Train Shed Roof Finishes                                    | NO                        | N/A  | N/A                                     | N/A                                      |
| 41. Canopy Finishes   | YES                       | YES  | YES                                     | NO                                       |
| 42. Ceiling Finishes  | YES                       | YES  | YES                                     | NO                                       |
| 43. Internal Joinery (Skirtings Architraves)                    | YES                       | YES  | YES                                     | NO                                       |
| 44. Other Glazing   | YES                       | YES  | YES                                     | NO                                       |
| 45. Subway finishes   | YES                       | YES  | YES                                     | NO                                       |
| 46. Footbridge finishes   | NO                        | N/A  | N/A                                     | N/A                                      |
| <b>D. Platforms and External Structures</b>                     |                           |  |   |  |
| 47. Platform Structure including supporting and retaining walls | YES                       | YES  | YES                                     | NO                                       |
| 48. Platform Copers   | YES                       | YES  | YES                                     | NO                                       |
| 49. Platform Wearing Surfaces                                   | YES                       | YES  | YES                                     | NO                                       |
| 50. Footbridges (except finishes)                               | NO                        | N/A  | N/A                                     | N/A                                      |
| 51. Subway Finishes (including wearing surfaces handrails etc)  | YES                       | YES  | YES                                     | NO                                       |

| <b>Description</b>  | <b>Present at Station</b> | <b>Maintenance is Qualifying Expenditure</b>             | <b>Repair is Qualifying Expenditure</b> | <b>Renewal is Qualifying Expenditure</b> |
|---|---------------------------|--|---|--|
| 52. Fixed Ramps   | NO                        | N/A  | N/A                                     | N/A                                      |
| 53. Loading Docks   | NO                        | N/A  | N/A                                     | N/A                                      |
| 54. Waiting Shelters  | YES                       | YES  | YES                                     | NO                                       |
| 55. Fencing   | YES                       | YES  | YES                                     | NO                                       |
| 56. Retaining Walls   | YES                       | YES  | YES                                     | NO                                       |
| <b>E. Other</b>   |                           |  |   |  |
| 57. Road, Pavement and Forecourt Surfaces and Substructures and Road Markings | YES                       | YES  | YES                                     | NO                                       |
| 58. Car Park Surfaces and Substructures                                       | YES                       | NO   | NO                                      | NO                                       |
| 59. Car Park Equipment including Ticket Machines, Signs and Car Park markings | YES                       | NO   | NO                                      | NO                                       |
| 60. Main Drainage Outfall   | NO                        | N/A  | N/A                                     | N/A                                      |
| 61. Other Underground Drainage Installations                                  | YES                       | NO (except in respect of keeping clear and free flowing) | NO                                      | NO                                       |
| 62. Nominated Signs   | NO                        | N/A  | N/A                                     | N/A                                      |
| 63. Station Signage   | YES                       | YES  | YES                                     | NO                                       |

| <b>Description</b>           | <b>Present at Station</b> | <b>Maintenance is Qualifying Expenditure</b> | <b>Repair is Qualifying Expenditure</b> | <b>Renewal is Qualifying Expenditure</b> |
|------------------------------|---------------------------|--|---|--|
| 64. Landscaping and Planting | YES                       | YES  | YES                                     | 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 Passenger Operators, or which can be properly attributed to the operation of the Station for or in connection with the provision by Passenger Operators of services for the carriage of passengers 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 Passenger Operators of services for the carriage of passengers 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 connection with the Carbon Reduction Commitment and in Parts 2, 3, 8 and 11 and Conditions 24, 25, 27, 88.2 and 98;
- (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/or 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 22.1, 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 23.1(A) on the occurrence of an Insured Risk (except where the Insured Risk has been caused by the Station Facility Owner's negligence or breach of the Station Access Agreement);
- (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 103.1 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 17.2;
- (H) 100% of the costs of the removal of Track Litter pursuant to Condition 66.1(P);
- (I) the services of the British Transport Police at the Station; and
- (J) the payment of the retainer fee of any person, body or institution engaged by the Station Facility Owner in connection with the provision of dispute resolution related services under Station Access Agreements,

together with a fee of 5.0% of the Qualifying Expenditure payable by the User in respect of that Accounting Year 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.

## 2. Calculation of Qualifying Expenditure

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

- (A) any insurance proceeds received in respect of matters which would otherwise have given rise to expenses for the purposes of the calculation of Qualifying Expenditure;

- (B) 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 the calculation of Qualifying Expenditure; and
- (C) a fair and reasonable proportion of the costs and expenses properly attributable to such parts of the Station other than the Common Zone, Domestic Southbound Zone and International Zone, to the extent that such costs and expenses are not:
  - (1) excluded from the scope of Qualifying Expenditure; or
  - (2) otherwise credited to Qualifying Expenditure by the Station Facility Owner, pursuant to any other provision of the Station Access Agreement.

### 3. **Excluded Costs and Expenses**

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

- (A) the costs and expenses 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) the costs and expenses of carrying out the Renewal obligations of the Station Facility Owner under Part 4;
- (C) 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;
- (D) costs incurred pursuant to Conditions 9.7, 23.4, 31.3, 61.2, 62.3, 63.1, 64.3 and 84.1;
- (E) 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;
- (F) the cost of the Existing Works;
- (G) costs which are recoverable from any other party pursuant to the Building Contract(s) (as defined in Condition 21.1);
- (H) costs in relation to the Maintenance, Repair and Renewal of any part of the Station let or intended to be let; and
- (I) 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 Subject to paragraphs 4.2 and 4.3 of this Annex 2, the Sample Period is a period of two Timetable Weeks, one Timetable Week immediately following the Principal Change Date and one Timetable Week immediately following the Subsidiary Change Date, both occurring in the same Accounting Year. Each such Timetable Week shall be accorded a weighted significance determined by reference to the respective number of Timetable Weeks comprised in the Working Timetable in which such Timetable Week falls.
- 4.2 Where the Station Facility Owner reasonably believes that the Sample Period as set out in paragraph 4.1 is not representative of the Departures during an average Timetable Week in the relevant Accounting Year, the Sample Period shall be as agreed between the Station Facility Owner and the Passenger Operators with the Requisite Majority.
- 4.3 The Station Facility Owner and Passenger Operators are desirous of putting in place separate arrangements for the calculation of Departures during the London Olympic Games 2012, valid for a period as may reasonably be agreed between the Station Facility Owner and the Passenger Operators. During such period the Sample Period shall have such meaning as agreed by the Station Facility Owner and the Passenger Operators.
- 4.4 For the purposes of paragraphs 4.1 and 4.2:

|                                 |  |
|---------------------------------|--|
| <b>"HS1 Network Code"</b>       | means the HS1 Network Code with respect to HS1 published by the Station Facility Owner as the owner of HS1 and as updated from time to time;   |
| <b>"NRIL Network Code"</b>      | means the Network Code with respect to the NR Network published by Network Rail and as updated from time to time;  |
| <b>"Principal Change Date"</b>  | has the meaning given to it in Part D of the HS1 Network Code or the NRIL Network Code (as applicable);  |
| <b>"Subsidiary Change Date"</b> | has the meaning given to it in Part D of the HS1 Network Code or the NRIL Network Code (as applicable);  |
| <b>"Timetable Week"</b>         | has the meaning given to it in Part D of the HS1 Network Code or the NRIL Network Code (as applicable); and  |
| <b>"Working Timetable"</b>      | means any timetable of passenger railway services published or procured to be published to the public by the Station Facility Owner or Network Rail (as applicable) pursuant to Part D of the HS1 Network Code or the NRIL Network Code (as applicable). |

### **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) Rectification of defects within the multi storey car park footbridge.
  - (2) Footbridge corrosion prevention works
2. **Specifications of Existing Works** N/A

## ANNEX 5

### EXISTING AGREEMENTS

| No | Type of Agreement |
|----|-------------------|
|----|-------------------|

- |   |  |
|---|--|
| 1 | Agreements relating to the Footbridge Corrosion Prevention Works |
| a | Project Management Services Agreement with Atkins Limited        |
| b | Works Agreement with Strada Rail Ltd                             |
| 2 | Wayleaves  |
| a | Utility suppliers  |
| b | Telecom suppliers  |
| 3 | Retail units as applicable                                       |
| 4 | Underlease granted by the Secretary of State                     |

**ANNEX 6**

**[NOT USED]**

## ANNEX 7

### CREDIT 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 day;

“**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; and

“**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 (other than as a result of a Force Majeure Event) and where a User has a Vehicle which is affected by the Station not being open, the User’s Daily Total QX and the User’s Daily Total LTC shall be credited by the Relevant Amount.
3. For the purposes of paragraph 2 of this Annex 7, 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 9 July 2010.
2. The Environmental Liability Commencement Date is 9 July 2010 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 [£674,000]<sup>1</sup> per annum (excluding the costs of the Footbridge Corrosion Prevention Works in 1a and 1b of Annex 5).
4. The percentage referred to in the definition “Requisite Majority” is:
  - 4.1 In respect of the Station: 85%;
  - 4.2 In respect of the Common Zone: 51%;
  - 4.3 In respect of the International Zone: 51%; and
  - 4.4 In respect of the Domestic Southbound Zone: N/A.
5. The relevant special conditions referred to in Condition 1.4 are:
  - 5.1 Each User shall (or shall procure that another person on its behalf shall), on a monthly basis, provide to the Station Facility Owner such information relating to the number of passengers boarding and alighting from its passenger services operating to and/or from the Station during the preceding month as the Station Facility Owner may reasonably require in order to satisfy its obligations under any Superior Estate Grant.

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<sup>1</sup> To be confirmed.

## ANNEX 9

### PRODUCTION OF SPECIFICATIONS

1. This Annex shall apply to the determination of specifications for the Repair, Maintenance and Renewal 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 COMMON ZONE AND THE INTERNATIONAL ZONE

#### 1. Definitions and Interpretation

In this Annex 10, the following definitions shall apply:

**"Agreed Transition Plan"** has the meaning given to that term in paragraph 10.3 of this Annex 10;

**"Cessation Date"** means the earlier of when: (a) in accordance with paragraph 9 of this Annex 10 all Designated Services and Designated Amenities have been terminated and are no longer required to be provided at the Station by the Initial Principal International Operator; and (b) the Station Facility Owner or a Successor Operator commences the provision of the Designated Services and the Designated Amenities in accordance with this Annex 10 having obtained all necessary consents, including obtaining of Directed Party status;

**"CIS"** means the customer information system;

**"Consents"** means all approvals, consents, licences, permissions, certificates and agreements required from any statutory or regulatory body, local authority, Control Authority or any other person for the purposes of the provision of the Designated Amenities and/or Designated Services;

**"Control Authority/Authorities"** means those Governmental bodies or agencies (whether from the United Kingdom or other countries) whose presence, consent or authority is or may be required in order to operate International Services;

**"Costs"** means all costs and expenses reasonably payable or incurred by the Principal International Operator (including, for the avoidance of doubt, a management fee) in providing or procuring the provision of the Designated Amenities and the Designated Services;

**"Designated Amenities"** means the Common Station Amenities to be provided or procured by the Principal International Operator pursuant to this Annex 10;

**"Designated Services"** means the Common Station Services to be provided or procured by the Principal International Operator pursuant to this Annex 10;

**"Effective Date"** has the meaning given in paragraph 2.1 of this Annex 10;

**"Fixed Charges"** has the meaning given to it in Condition 88.1;

**"Good Industry Practice"** means, in relation to the provision of services and amenities of the nature and type of the Designated Services and Designated Amenities, the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected of a skilled and experienced provider of such services and amenities at an intermediate international station and, as applicable, an entity with Directed Party status at all times in full compliance with the standards and procedures required in connection with being a Directed Party;

**"International Services"** means railway services operated by an International Passenger Operator or an International Non-Passenger Operator which depart from or arrive at destinations outside the United Kingdom;

**"Initial Principal International Operator"** means Eurostar International Limited, a private company limited by shares registered in England and Wales under number 02462001 having its registered office at Times House, Bravingtons Walk, London N1 9AW, England (and which expression shall include permitted successors and assigns);

**"Law"** means any applicable law, statute, by-law, directive, decision, regulation, rule, order or notice having the force of law in England and Wales, whether originating from any legislative, governmental, quasi-governmental, supranational, statutory or regulatory body (including any such European Union body), local authority or court which has an effect in relation to the provision of the Designated Amenities and Designated Services;

**"MLTS"** means the Maritime and Land Transport Security Division (MLTS) of the Department for Transport, which is responsible for counter-terrorist security on the national rail network, London underground and the channel tunnel and the security of dangerous goods in transport, or such other government division or department performing that function from time to time;

**"Operating Period"** means the period from the Effective Date to the expiry or earlier termination of this Annex 10;

**"Principal International Operator"** means, (a) until the Cessation Date, the Initial Principal International Operator; and (b) thereafter in respect of each relevant Accounting Year, the International Passenger Operator who during the relevant Accounting Year bears the highest proportion of Common Charges save that where the International Passenger Operator who bears the highest proportion of Common Charges in any Accounting Year does not wish to act as the Principal International Operator, then the Principal International Operator shall be the International Passenger Operator who bears the highest proportion of the Common Charges, of those International Passenger Operators who wish to act as the Principal International Operator;

**"Restricted Zone"** means the zone within the Station designated by MLTS as the restricted zone;  
**"Safety Authorisation"** has the meaning given to that term in the Safety Regulations;

**"Safety Management System"** means the Station Facility Operator's safety management system required for the Safety Authorisation;

**"Safety Regulations"** means the Railways and Other Guided Transport Systems (Safety) Regulations 2006, as amended from time to time;

**"Station Facility Owner Standards"** means the standards relating to the safety and operation of the station including the environmental policies and standards, as published by the Station Facility Owner from time to time;

**"Successor Operator"** means a person engaged by the Station Facility Owner to provide any of the Designated Amenities and Designated Services in substitution for the Principal International Operator;

**"Transferring Employees"** means any person who is or was employed by the Principal International Operator or by a subcontractor engaged by the Principal International Operator to provide the Designated

Amenities or Designated Services (or part thereof) whose employment transfers to the Station Facility Owner or any Successor Operator or subcontractor of such Successor Operator under TUPE and who is on the list provided by the Principal International Operator provided pursuant to paragraph 11.2; and

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006, SI 2006/246 (as amended or replaced from time to time); and

"User" means either a Passenger Operator or a Non Passenger Operator.

## 2. Commencement and Termination

2.1 This Annex 10 shall be effective from and including 1 September 2013 (the "Effective Date").

## 3. Common Station Amenities and Common Station Services

3.1 The Common Station Amenities and the Common Station Services referred to in the second column of the following table shall be provided within the specified zone by the person identified in the third column of the table:

|     | <b>Common Station Amenities and Common Station Services</b>   | <b>Responsibility for Provision</b> | <b>Zone applicable</b> |
|-----|---|-------------------------------------|------------------------|
| 3.1 | Informing Users and the Station Facility Owner of any material issues raised by the Control Authorities concerning the operation of the Station or the accommodation provided to the Control Authorities in the Station.  | Principal International Operator    | International Zone     |
| 3.2 | Agreeing with the Control Authorities operational practices that will apply to the International Zone from time to time.  | Principal International Operator    | International Zone     |
| 3.3 | Access to check-in, security, customs and border control infrastructure in the arrival and departure areas in the International Zone as configured by the Principal International Operator and the relevant Control Authorities.  | Principal International Operator    | International Zone     |
| 3.4 | Obtaining and maintaining the approval of MLTS, as a Directed Party, and specifically controlling the integrity of the Restricted Zone as designated by MLTS from time to time.   | Principal International Operator    | International Zone     |
| 3.5 | Provision of security services sufficient to comply with the MLTS requirements at a minimum as required for a Directed Party and at such additional levels it considers appropriate given the operating climate at the Station at the relevant time. Complying with all operational practices as may be directed by MLTS. | Principal International Operator    | International Zone     |

|      | <b>Common Station Amenities and Common Station Services</b>   | <b>Responsibility for Provision</b> | <b>Zone applicable</b>             |
|------|---|-------------------------------------|------------------------------------|
| 3.6  | Provision of bottled drinking water.  | Principal International Operator    | Common Zone and International Zone |
| 3.7  | Display of emergency or temporary timetables and notices of engineering works.  | Principal International Operator    | Common Zone and International Zone |
| 3.8  | The provision of sufficient numbers of competent and appropriately trained staff, who will wear full uniform maintained in good condition, including a name badge, to provide a high level of customer services, taxi management and assistance to the relevant 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 such Principal International Operator of details of Station reception arrangements for disabled customers. | The relevant Passenger Operator     | Common Zone and International Zone |
| 3.9  | Provision to the relevant Passenger Operator's passengers, 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 such Principal International Operator and updating this information as necessary and appropriate.  | The relevant Passenger Operator     | Common Zone and International Zone |
| 3.10 | Display and announcement, via the CIS, of such up-to-date and comprehensive information relating to the passenger service as the Principal International Operator is reasonably capable of displaying or announcing.  | Principal International Operator    | Common Zone and International Zone |
| 3.11 | The provision of information for the display at the Station of informational signing indicating the location and opening hours of the ticket offices to the relevant Passenger Operator's passengers.   | Relevant Passenger Operator         | Common Zone only                   |
| 3.12 | Communication to passengers of such up-to-date train running information as   | Principal International             | Common Zone and International      |

|      | <b>Common Station Amenities and Common Station Services</b>  | <b>Responsibility for Provision</b> | <b>Zone applicable</b>             |
|------|--|-------------------------------------|------------------------------------|
|      | is available to the Principal International Operator and as relates to, or is likely to relate to, or be relevant in relation to, all railway passenger services operated by Passenger Operators.  | Operator                            | Zone                               |
| 3.13 | The provision of appropriate written messages and announcements when there is a failure of the Designated Amenities.   | Principal International Operator    | International Zone only            |
| 3.14 | Provision of lost property amenities available and open to the public during the specified times.  | Principal International Operator    | Common Zone only                   |
| 3.15 | 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.   | Principal International Operator    | Common Zone and International Zone |
| 3.16 | Prompt forwarding to the Station Facility Operator's representative(s) and/or as applicable the relevant Passenger Operator's representatives as notified by the Station Facility Owner, of any customer's written or oral complaints received relating to the passenger services of that Passenger Operator or in relation to matters for which the Station Facility Operator is responsible within 3 Business Days of receipt. | Principal International Operator    | Common Zone and International Zone |
| 3.17 | Taking delivery and distribution of post during normal Station opening hours.  | Principal International Operator    | Common Zone and International Zone |
| 3.18 | Providing the Station Facility Owner and any Station Facility Operator with access to daily operational EIL meetings and copies of the daily Station log containing details of all the operation and maintenance issues raised by the Principal International Operator in respect of that day.   | Principal International Operator    | Common Zone and International Zone |
| 3.19 | Responsibility for directing the Station Facility Operator to clear snow and frost within 1.25 metres of the   | Principal International Operator    | International Zone                 |

|  | <b>Common Station Amenities and Common Station Services</b>  | <b>Responsibility for Provision</b> | <b>Zone applicable</b> |
|--|--|-------------------------------------|------------------------|
|  | platform edges to ensure clear pathways for passengers disembarking or embarking from arriving and departing train services. |                                     |                        |

3.2 If and to the extent that the Common Station Amenities and the Common Station Services are provided by the Principal International Operator pursuant to this Annex 10, to the extent that such services are provided by the Principal International Operator to all Users, they must be provided to all Users in a non-discriminatory manner.

#### 4. **Provision of Designated Services and Designated Amenities**

4.1 The Principal International Operator shall, in the provision of the Designated Services and Designated Amenities and the performance of its obligations and exercise of its rights under this Annex 10, act in accordance with:

4.1.1 Good Industry Practice;

4.1.2 the Station Facility Owner Standards (to the extent that such standards are applicable and have been notified to the Principal International Operator in writing);

4.1.3 the Railway Group Standards (to the extent applicable);

4.1.4 the Safety Management System; and

4.1.5 all Laws.

4.2 Subject to paragraph 4.1 in providing the Designated Services and Designated Amenities, the Principal International Operator shall procure that all the requirements of the applicable specifications set out in Appendix 1 to Annex 1 are complied with, and that all staff employed to provide such services are appropriately trained and competent to provide them.

4.3 Until there are two or more International Passenger Operators, Section A of Part 11 (Performance Monitoring Regime) shall not apply to any Designated Amenity or Designated Service.

4.4 At times where there are two or more International Passenger Operators:

4.4.1 The Principal International Operator shall comply with the obligations imposed on the Station Facility Owner by Section A of Part 11 in place of the Station Facility Owner insofar as such obligations relate to the Designated Amenities and Designated Services.

4.4.2 The Principal International Operator shall indemnify the Station Facility Owner in respect of any Performance Payments insofar as the same is attributable to the Designated Amenities and/or Designated Services that the Station Facility Owner is required to make to an International Passenger Operator pursuant to Section A of Part 11.

4.4.3 The Principal International Operator shall keep the Station Facility Owner fully advised of all Performance Measurements undertaken in accordance with Condition 47.5.



- 4.5 Without prejudice to paragraph 4.1, the Principal International Operator shall in relation to the Designated Amenities and Designated Services comply with the obligations imposed on the Station Facility Owner by Conditions 52 and 54 and Condition 66.1(B), (C), (D), (E), (F), (H), (I), (J) and (R) (Station Facility Owner's Obligations) of the Station Access Conditions. The Station Facility Owner shall have the rights given to Users under Condition 66.3 where the Station Facility Owner reasonably believes that the Principal International Operator has not used all reasonable endeavours to minimise the costs of the operation and maintenance of the Station pursuant to Condition 66.1(E). In this regard, when interpreting such obligations, references to the 'Station Facility Owner' shall be deemed to have been replaced with references to the 'Principal International Operator' (where applicable).
- 4.6 The Station Facility Owner shall have the rights given to Users under Condition 66.3 where the Station Facility Owner reasonably believes that the Principal International Operator has not used all reasonable endeavours to minimise the costs of the operation and maintenance of the Station pursuant to Condition 66.1(E). In this regard, when interpreting such rights, references to the "User" shall be deemed to have been replaced with references to the "Station Facility Owner" and references to the "Station Facility Owner" shall be deemed to have been replaced with references to the "Principal International Operator" (in each case, where applicable).
- 4.7 The Principal International Operator and the Station Facility Owner shall provide each other with copies of any notices they may receive from a User pursuant to Condition 54.1 as soon as reasonably practicable. The Station Facility Owner shall also be entitled to serve a notice pursuant to Condition 54.1 with regard to any of the Designated Amenities and Designated Services.
- 4.8 Where the Station Facility Owner or a User have served a notice pursuant to Condition 54.1 for the same works in relation to any of the Designated Amenities and Designated Services, in the absence of rectification by the Principal International Operator within the requisite period, the Station Facility Owner may carry out such works. The Principal International Operator shall reimburse the Station Facility Owner the costs and expenses properly and reasonably incurred by the Station Facility Owner in carrying out such works.
- 4.9 The Station Facility Owner shall use its reasonable endeavours to procure that any User complies with its obligations under the Station Access Conditions to enable the Principal International Operator to provide the Designated Services and the Designated Amenities in accordance with this Annex 10 and otherwise to comply with its obligations under this Annex 10.
- 4.10 If any User is reasonably not satisfied with the standard of the Designated Amenities and/or the Designated Services, it shall be entitled to notify the Principal International Operator with the details of its complaint. Within 15 days of the receipt of such notice, the Principal International Operator shall notify the User(s) who raised the complaint of the steps (if any) it reasonably believes need to be taken by it to remedy the complaint. If within 15 days of the issue of the notice by the User(s) who raised the complaint the Principal International Operator does not remedy the complaint, the User(s) who raised the complaint shall meet with the Principal International Operator to discuss the matter. If within 30 days of such meeting between the User(s) who raised the complaint and the Principal International Operator the matter has not been resolved by agreement, the matter shall be referred to the Station Facility Owner in accordance with paragraph 4.11.
- 4.11 If, after following the procedure in paragraph 4.10 any of the Users, acting reasonably, continue to be dissatisfied with the responses received from the Principal International Operator and the standard of the Designated Amenities and/or the Designated Services. Users shall be entitled to notify the Station Facility Owner with the details of its complaint. Within 15 days of the receipt

of such notice, the Station Facility Owner shall notify the Principal International Operator about the complaint with the steps (if any) it reasonably believes need to be taken by the Principal International Operator to remedy the complaint. If within 15 days of the issue of the notice by the Station Facility Owner the Principal International Operator does not remedy the complaint, the Station Facility Owner shall meet with the Principal International Operator to discuss the matter. If within 30 days of such a meeting between the Station Facility Owner and the Principal International Operator the matter has not been resolved by agreement between the Station Facility Owner and Principal International Operator, the matter shall be submitted to the Disputes Resolution Procedure.

#### 4.12 **Subcontracting**

- 4.12.1 Subject to paragraphs 4.12.2 to 4.12.9, the Principal International Operator may subcontract the performance of the Designated Amenities and Designated Services to a third party.
- 4.12.2 The Principal International Operator shall use all reasonable endeavours to ensure that any new or renewed subcontract provides for the provision of the Designated Amenities and Designated Services to transfer by way of novation or by the grant of one or more new contracts on identical terms (save that any such new contract only relates to the Station) from the Principal International Operator to the Station Facility Owner, the Station Facility Operator or a replacement Principal International Operator upon the Station Facility Owner's request and without cost to the Station Facility Owner.
- 4.12.3 The Principal International Operator shall further ensure that all relevant Consents (including of MLTS) are obtained in relation to any proposed subcontractor before the appointment of such subcontractor and shall ensure that that all Consents are maintained and that the relevant subcontractor complies with all applicable requirements.
- 4.12.4 The Principal International Operator shall ensure that any new subcontract or any renewed subcontract can be terminated on or before the last day of the Operating Period but that any new subcontract or renewed subcontract will not terminate automatically on termination of this Annex 10 or expiry of the Operating Period.
- 4.12.5 The Principal International Operator shall remain fully responsible for all Designated Amenities and Designated Services it subcontracts to third parties and such subcontracting shall not modify, release, diminish or in any way affect the liabilities and obligations of the Principal International Operator under this Annex 10 and/or at Law.
- 4.12.6 The Principal International Operator shall ensure that persons to whom any Designated Amenities and/or Designated Services are subcontracted under any new or renewed subcontract:
- (A) provides to the Principal International Operator and/or the Station Facility Owner equivalent rights to those access and audit rights contemplated by paragraph 10.6 and paragraph 13; and

(B) agrees terms in their subcontract in relation to maintenance and handover of records and information equivalent to the obligation on the Principal International Operator in paragraph 10.6.

4.12.7 The Principal International Operator shall ensure that persons to whom any Designated Amenities and/or Designated Services are subcontracted shall maintain all relevant records in accordance with the Principal International Operator's obligations in respect of maintaining records under this Annex 10.

4.12.8 Subject to the other obligations in this paragraph 4, the Principal International Operator shall seek to minimise the costs incurred under or in relation to any new, existing, or renewed subcontract.

4.12.9 The Principal International Operator shall provide the Station Facility Owner with a copy of any subcontract or relevant sections of the subcontracts (where the subcontract(s) also relate to premises other than the Station) relating to the provision of the Designated Amenities and/or Designated Services within 20 Business Days of the Effective Date or the commencement or renewal of such subcontract, as appropriate.

## **5. Changes to this Annex 10**

5.1 Until the date upon which there is more than one International Passenger Operator, any additions to and/or deletions from the table in paragraph 3 of this Annex 10 (and consequential deletions and additions to Annex 1 that reflect the changes being made to this Annex 10) pursuant to this paragraph 5 shall not amount to a Conditions Change Proposal.

5.2 Prior to each occasion upon which a new International Passenger Operator is to be granted permission to use the Station, the Station Facility Owner and Principal International Operator shall review this Annex 10 to ascertain what changes (if any) need to be made to it and to Annex 1 and carry out such changes as agreed between the parties.

5.3 The parties shall amend this Annex 10 to reflect any agreement between the parties with regard to the operation and maintenance of the International Zone in order to ensure efficient operation of the Station and compliance with the relevant law.

## **6. Cooperation**

6.1 The Station Facility Owner and the Users shall cooperate together to ensure that International Services can continue to operate from the Station at all times at which the Station is open.

6.2 The Station Facility Owner and the Principal International Operator shall meet on a regular basis (such basis to be agreed from time to time but shall be at least once a quarter) to discuss the operation of the Station as a Port under the Channel Tunnel (Customs and Excise) Order 1990 and to resolve any issues arising. The Station Facility Owner and the Principal International Operator shall also discuss whether to include representatives from the Control Authorities at such meetings and shall with, reasonable notice in advance of each meeting, invite the Station Facility Operator to all such meetings.

6.3 The Principal International Operator and the Station Facility Owner shall co-operate with each other in connection with the provision of the costs information to be provided to any User who wishes to be granted permission to use the Station.

- 6.4 The Station Facility Owner and the Principal International Operator shall co-operate in a timely and efficient manner to enable each of them to benefit from their rights and discharge their respective obligations under this Annex 10.
- 6.5 The Principal International Operator shall co-operate and liaise in a timely manner with, and permit (so far as within its control) any access on reasonable notice to the International Zone (and any areas within the Common Zone of which it has exclusive use) to, any third party notified to the Principal International Operator by the Station Facility Owner from time to time.
- 6.6 The Principal International Operator acknowledges that the Station Facility Operator is holder of the Safety Authorisation and agrees that it shall co-operate with the Station Facility Operator at all times in connection with, and during the performance of its obligations under, this Annex 10.
- 6.7 The Station Facility Owner will use its reasonable endeavours to ensure that the Station Facility Operator gives due consideration to any comments or inputs from the Principal International Operator in relation to the Safety Management System. The Station Facility Owner shall also use its reasonable endeavours to ensure that the Station Facility Operator co-operates with the Principal International Operator at all times in connection with and during the performance of the Principal International Operator obligations under this Annex 10.
- 6.8 The Principal International Operator shall provide such assistance and support as the Station Facility Owner and/or the Station Facility Operator may reasonably require in relation to any environmental study, investigation, claim or requirement of any relevant regulatory or governmental body in relation to the delivery of the Designated Amenities and Designated Services.
- 6.9 The Principal International Operator shall comply with the obligations under Condition 67 in relation to the performance of the Designated Amenities and Designated Services. In this regard, when interpreting such obligations, references to the "User" under Condition 67 shall be deemed to have been replaced with references to the "Principal International Operator" and references to the "Station Facility Owner" shall be deemed to have been replaced with references to the "Station Facility Operator".

## 7. **Charging**

- 7.1 The Principal International Operator shall be entitled to recover the Costs from the Station Facility Owner. For the avoidance of doubt the Costs charged to the Station Facility Owner shall form part of the Qualifying Expenditure and shall be designated as directly attributable to the International Zone.
- 7.2 No later than 75 days prior to the commencement of each Accounting Year, the Principal International Operator shall be required to provide the Station Facility Owner with:
- 7.2.1 its best estimate of the Costs for that Accounting Year (separately showing the amount of any management fee) together with a full breakdown that indicates how such Costs have been calculated; and
  - 7.2.2 details of the Fixed Charges it is prepared to accept for each Designated Amenity and Designated Service for which an International Passenger Operator has requested a Fixed Charge and of any other Fixed Charges it is prepared to offer for the relevant

Accounting Year together with a full breakdown that indicates how each such Fixed Charge has been calculated.

- 7.3 Within 5 days of the receipt of the information specified in paragraph 7.2, the Station Facility Owner may seek clarification or further information as is reasonable from the Principal International Operator and shall notify the Principal International Operator if it does not agree with any aspect of the Costs proposed by the Principal International Operator for that Accounting Year.
- 7.4 Within 5 days of the notice referred to in paragraph 7.3, the parties shall meet to discuss the matter and agree the Costs for that Accounting Year. The Station Facility Owner and the Principal International Operator shall negotiate with each other with a view to reaching agreement as soon as reasonably practicable and no later than 60 days prior to the commencement of the relevant Accounting Year.
- 7.5 If the Station Facility Owner and the Principal International Operator fail to reach agreement with each other on the amount of the Costs for that Accounting Year 60 days prior to the commencement of the relevant Accounting Year, the dispute shall be referred for determination pursuant to the Disputes Resolution Procedure by the Station Facility Owner.
- 7.6 The Station Facility Owner shall keep the Principal International Operator advised of the progress of any negotiations and proceedings with regard to the agreement or determination of any Fixed Charge payable by an International Passenger Operator for any of the Designated Amenities and/or Designated Services, copying relevant correspondence to the Principal International Operator, and shall consult with the Principal International Operator throughout such processes.
- 7.7 The Station Facility Owner shall not agree with any International Passenger Operator a Fixed Charge for any Designated Amenity or Designated Service without first obtaining the consent of the Principal International Operator of that Fixed Charge (such consent not to be unreasonably withheld or delayed).
- 7.8 In relation to any procedure to determine a Fixed Charge payable for any Designated Amenity or Designated Service, the Station Facility Owner shall act in accordance with steps that have been previously agreed with the Principal International Operator, each party being required to act reasonably in agreeing such steps. The Station Facility Owner's reasonable view shall be final where agreement cannot be reached.
- 7.9 The Principal International Operator shall indemnify the Station Facility Owner for and against all costs and expenses properly incurred by the Station Facility Owner in complying with this Annex 10 which would not have been incurred had the Station Facility Owner been providing such Designated Amenities and Designated Services rather than the Principal International Operator.

## 8. **Indemnity and Insurance**

- 8.1 Subject to Condition 57.6, where applicable, and to paragraphs 8.2 and 8.3 below, the Principal International Operator shall (on an after tax basis) indemnify the Station Facility Owner and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, costs, damages, orders and out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any costs and expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any failure by the Principal International Operator to provide the Designated

Amenities and/or Designated Services to the standard and quantum and during the times required by the Station Access Conditions or otherwise as a result of a breach by the Principal International Operator of any of its obligations under this Annex 10.

8.2 The limitations on claims referred to in Condition 57.6, where applicable, shall not be applied to a claim by the Station Facility Owner against the Principal International Operator under this paragraph 8 where such claim is in respect of a claim that has been made by another User against the Station Facility Owner and where the limitations in Condition 57.5 have already been applied in assessing that claim.

8.3 The Principal International Operator shall maintain in the European Union insurance market public liability insurance during the Operating Period to a limit of £10,000,000 (ten million pounds sterling) per occurrence or series of occurrences arising out of one event.

## 9. **Termination**

9.1 The Principal International Operator may terminate the provision of any Designated Amenity or Designated Service by the Principal International Operator by giving no less than 12 months' written notice to terminate.

9.2 Upon the occurrence of any of the following events, the Station Facility Owner may terminate the provision of all or any (as appropriate) Designated Amenity or Designated Amenities, Designated Service or Designated Services by the Principal International Operator at any time by giving not less than one month's written notice to terminate:

9.2.1 an Insolvency Event (as defined in the Principal International Operator's Station Access Agreement) occurs in respect of the Principal International Operator; or

9.2.2 the Principal International Operator has failed to provide any Designated Amenity or Designated Service in accordance with the requirements of this Annex 10, or otherwise as required by the Station Access Conditions, where the failure (if capable of remedy) is not remedied within the reasonable period specified, in writing, by the Station Facility Owner.

9.3 In the event of a Change of Control of either the Station Facility Owner or the Principal International Operator, the other party may terminate the provision of all or any Designated Amenity or Designated Service by the Principal International Operator by giving no less than six months' notice to terminate at any time within twelve months of the Change of Control.

9.4 In this paragraph 9 "**Control**" means in relation to a body corporate the power of a person to secure that its affairs are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power in or in relation to that or any other entity by virtue of any powers conferred by the articles of association or any other contract regulating that or any other entity; and a "**Change of Control**" shall occur if a person who controls any body corporate ceases to do so, or if another person acquires control of it, provided that no change shall be deemed to occur as a result of a reorganisation of the Station Facility Owner's group or the Principal International Operator's group which does not result in any change to the identity of the ultimate beneficial and legal owners (and their respective proportionate beneficial and legal ownership) of such groups. For these purposes, "group" shall bear the meaning given in section 1261 of the Companies Act 2006.

## 10. **Handover**

### 10.1 **Handover Date**

Upon replacement of the Principal International Operator, the Successor Operator shall assume the obligations of the Principal International Operator under this Annex 10 from a handover date specified in writing by the Station Facility Owner (the "Handover Date") and set out in the Approved Transition Plan, after having consulted with both the Successor Operator and the Principal International Operator over the handover period they each reasonably require. The Station Facility Owner shall be required to act reasonably in specifying the handover date.

### 10.2 **Continuation**

10.2.1 The Principal International Operator shall provide the Designated Amenities and Designated Services with the intent that:

- (A) a Successor Operator, having obtained all necessary Consents, would be able to take over the provision of the Designated Amenities and Designated Services on the Handover Date; and
- (B) without prejudice to the rights and obligations of the Principal International Operator to provide the Designated Amenities and Designated Services in accordance with the terms of this Annex 10, the provision of such Designated Amenities and Designated Services shall be transferred, in the manner contemplated under this Annex 10, with a minimum of disruption thereto and continued immediately thereafter by a Successor Operator.

### 10.3 **Transition Plan**

Not less than twelve months prior to the Cessation Date, the Principal International Operator and Station Facility Owner shall meet to discuss, and then seek to agree (each acting reasonably and in a timely manner), a plan setting out the procedures and processes which will have to be followed should the provision of the Designated Amenities and/or Designated Services have to be transferred to a Successor Contractor. If the Principal International Operator and the Station Facility Owner have not agreed such a plan six months prior to the Cessation Date, the Station Facility Owner may itself, acting reasonably, produce a plan. If it produces a plan, the Station Facility Owner shall provide such plan to the Principal International Operator not less than three months before the Cessation Date and shall have due regard to any reasonable representations made by the Principal International Operator in respect of the plan within two months after receipt of it (and, once agreed or produced, the plan shall be the "**Agreed Transition Plan**").

### 10.4 **Non-Frustration of Transfer**

The Principal International Operator shall take no action or steps which are designed, directly or indirectly, to prejudice or frustrate the transfer of the provision of the Designated Amenities and Designated Services to a Successor Operator and shall not omit to take such actions and steps as may be reasonably required to assist in such transfer upon such terms as to reimbursement of costs and otherwise may be reasonable.

### 10.5 **Assistance in Securing Continuity**

In order to facilitate the continuity of the provision of the Designated Amenities and Designated Services in accordance with the provisions of this paragraph 10, the Principal International Operator (as at the Effective Date) shall take such steps, both before and after the transfer of any or all Designated Amenities and Designated Services to a Successor Operator, as the Station Facility Owner may reasonably require, to assist and advise any Successor Operator in the

provision of the relevant Designated Amenities and Designated Services. The Station Facility Owner shall reimburse the Principal International Operator for all reasonable costs and expenses properly incurred by the Principal International Operator in complying with its obligations under this paragraph 10.5.

## 10.6 **Records**

- 10.6.1 The Principal International Operator shall maintain accurate, and up to date records relating to the performance of the Designated Amenities and Designated Services.
- 10.6.2 The Principal International Operator shall hand over all information and records maintained in respect of the provision of the Designated Amenities and Designated Services (except to the extent prohibited by a Legal Requirement) in the possession or under the control of the Principal International Operator to the Station Facility Owner or the Successor Operator (as may be applicable) on the Handover Date. For the purposes of this paragraph 10 "under the control of the Principal International Operator" shall be deemed to include the information and records maintained by the Principal International Operator's sub-contractors which the Principal International Operator is able to obtain from its sub-contractors using reasonable endeavours. The Principal International Operator shall be entitled to retain copies of the records for such period as may be reasonably necessary.
- 10.6.3 The Principal International Operator shall allow any Successor Operator or potential Successor Operator (as may be notified by the Station Facility Owner from time to time) access to the information and records referred to in paragraph 10.6.2 above for the purposes of inspection. The Principal International Operator shall allow any such Successor Operator or potential Successor Operator to take copies of such information and records.

## 11. **Liability under TUPE**

### **Application of TUPE**

- 11.1 The Principal International Operator and the Station Facility Owner acknowledge and agree that TUPE may apply in the event of expiry or termination of this Annex 10 or part thereof and/or the Principal International Operator ceasing to provide the Designated Amenities or Designated Services (or part thereof) and, in either case, where the Designated Amenities or Designated Services (or relevant part thereof) are performed by the Station Facility Owner on its own behalf or by a Successor Operator or subcontractor of the Successor Operator in substitution for the Principal International Operator, other than on a temporary basis (being the "**Transfer Date**").
- 11.2 The Principal International Operator shall provide the Station Facility Owner and any Successor Operator with a list of Transferring Employees at least 28 days prior to the applicable Transfer Date and an update of this list shall promptly be provided as necessary, with a final version to the provided 7 days prior to the applicable Transfer Date.
- 11.3 Where paragraph 11.1 above applies, the contracts of employment made between the Principal International Operator or any of its subcontractors and the Transferring Employees will have effect from the Transfer Date as if originally made between the Station Facility Owner or the Successor Operator or the subcontractor of the Successor Operator and each of the Transferring Employees (except to the extent, if at all, such contracts relate to old age, invalidity and survivors' benefits under any occupational pension scheme).



## **TUPE Indemnity**

- 11.4 Save to the extent that paragraph 11.5 applies, where TUPE applies, the Principal International Operator undertakes to hold harmless and fully indemnify and keep the Station Facility Owner and/or any Successor Operator or subcontractor of the Successor Operator indemnified against all losses, liabilities, damages, reasonable compensation payments made under any settlement agreements, all claims, costs and expenses (including fines, penalties, legal and other professional fees), ("**Losses**") (which it may incur arising out of or in connection with:
- 11.4.1 any claim or allegation relating to the employment and/or dismissal of any Transferring Employee in respect of the period up to the date of (and including) the Transfer Date;
  - 11.4.2 any claim or any allegation by any person (other than a Transferring Employee) that his/her employment transfers to the Station Facility Owner or any Successor Operator or subcontractor of a Successor Operator by virtue of TUPE including the employment and/or dismissal of any such person by the Station Facility Owner or any Successor Operator or subcontractor of a Successor Operator;
  - 11.4.3 any failure or alleged failure by the Principal International Operator or any of its subcontractors to comply with paragraph 11.6 of this Annex 10 and/or Regulation 11 of TUPE;
  - 11.4.4 any failure or alleged failure by the Principal International Operator or any of its subcontractors to comply with Regulation 13 of TUPE.
- 11.5 Where TUPE applies, the Station Facility Owner undertakes to, or shall procure that the Successor Operator or a subcontractor of the Successor Operator shall undertake to, hold harmless and fully indemnify and keep the Principal International Operator indemnified against all Losses which the Principal International Operator may incur arising out of or in connection with:
- 11.5.1 any claim or allegation relating to the employment and/or dismissal of any Transferring Employee by the Station Facility Owner or any Successor Operator or subcontractor of a Successor Operator after the Transfer Date;
  - 11.5.2 any failure or alleged failure by the Station Facility Owner or any Successor Operator or subcontractor of a Successor Operator to comply with Regulation 13(4) of TUPE.

## **Provision of Information**

- 11.6 At any time during the period of six months preceding the expiry or termination of this Annex 10 or during any period of notice terminating the appointment of the Principal International Operator to provide all or any part of the Designated Amenities and/or Designated Services, the Principal International Operator shall, and shall use reasonable endeavours to procure that any of its subcontractors shall, at no cost to the Station Facility Owner, within 25 Business Days of a written request from the Station Facility Owner:
- 11.6.1 fully and accurately disclose to the Station Facility Owner all "Employee Liability Information" as defined in Regulation 11 of TUPE relating to any and all employees who may, upon the expiry or termination of the appointment of the Principal International Operator or provision of any of the Designated Amenities and/or

Designated Services under this Annex 10 be subject to a relevant transfer for the purposes of TUPE, and any other employment information relating to such persons as may be reasonably requested by the Station Facility Owner or any potential Successor Operator or subcontractor of such Successor Operator and shall provide an update to such information for any subsequent variations on a monthly basis until the applicable Transfer Date; and

11.6.2 permit the Station Facility Owner to provide copies of any and all documents disclosed under this paragraph 11.6 to inform any potential Successor Operator or potential subcontractor of such potential Successor Operator,

provided always that such Employee Liability Information or other employment information is provided on a confidential and, where appropriate, anonymised basis and subject to compliance with the Data Protection Act 1998.

11.7 No later than 14 days following a Transfer Date, the Principal International Operator shall, or shall procure that its subcontractors shall, provide to the Station Facility Owner or its Successor Operator or a subcontractor of the Successor Operator, updated payroll information following the final payroll run and P45 details in respect of any Transferring Employees whose employment has transferred pursuant to TUPE.

11.8 For a period of 12 months after any Transfer Date the Principal International Operator shall, or shall use reasonable endeavours to procure that its subcontractors shall, within 21 days of receipt forward to the Station Facility Owner or the Successor Operator or subcontractor of such Successor Operator as directed by the Station Facility Owner, any notices, correspondence, information or enquires which relate to any Transferring Employees who are employed by any Successor Operator or subcontractor of such Successor Operator after the Transfer Date.

#### **Non-alteration of employment terms or assignment of employees**

11.9 At any time during the period of six months preceding the expiry or termination of this Annex 10 or during any period of notice terminating the appointment of the Principal International Operator to provide all or any part of the Designated Amenities and/or Designated Services, the Principal International Operator undertakes not to, and shall procure that its subcontractors undertake not to:

11.9.1 materially change the number of staff providing the relevant part of the Designated Amenities and/or Designated Services under this Annex 10 unless it is required to do so by the MLTS;

11.9.2 materially change the grades of staff providing the relevant part of the Designated Amenities and/or Designated Services under this Annex 10 save for where a uniform pay award is made in the ordinary course of business which applies to all employees of the Principal International Operator and/or relevant employer;

11.9.3 amend any provision of the contracts of employment of anyone who is or may become a Transferring Employee save where uniform changes are made in the ordinary course of business which apply to all members of a particular class of employees of the Principal International Operator and/or relevant employer or to any bargaining unit in respect of which a trade union is recognised;

11.9.4 deploy any person other than those already providing services under this Annex 10 to perform the relevant part of any of the Designated Amenities and/or Designated Services,

without the prior written consent of the Station Facility Owner (such consent not to be unreasonably withheld or delayed).

## 12. **Accounts**

12.1 Without prejudice to any obligation of the Principal International Operator under any licence and the Railway Regulations, the Principal International Operator shall:

(A) keep accounts in respect of the Station which relate solely to the provision of the Designated Amenities and the Designated Services by the Principal International Operator; and

(B) maintain such accounts in such a way as to enable all material revenue and expenditure to be clearly distinguished and to identify any contribution by any person towards the cost or expense of the foregoing.

12.2 Without prejudice to any obligation of the Principal International Operator under any licence and the Railways Regulations, the accounts to be kept and maintained by the Principal International Operator in accordance with paragraph 12.1 shall at all times:

(A) be kept up to date and to a standard which is at least sufficient to enable the Station Facility Owner properly to assess the costs of the Designated Amenities and the Designated Services; and

(B) include financial accounts and information in respect of each Accounting Year and Accounting Half-Year with regard to each Designated Amenity and Designated Service.

## 13. **Inspection of books, records and accounts**

13.1 The Station Facility Owner shall be entitled to inspect (or procure that its agents or representatives inspect) the books, records and accounts kept by the Principal International Operator in respect of the provision of the Designated Amenities and the Designated Services, including any financial and operational records, at any reasonable time upon reasonable notice to the Principal International Operator.

## 14. **Convening of International Zone Meetings**

14.1 The Principal International Operator shall within 14 days following receipt of notice in writing from any User requisitioning a meeting and specifying the business proposed to be carried out at that meeting convene a meeting by giving not less than 14 days, and not more than 28 days, notice to all Users and the Station Facility Owner specifying:

(A) the date, venue and time of that meeting; and

(B) the business of the meeting (which shall include any necessary supporting documentation).

14.2 The period of notice for convening a meeting notified in accordance with paragraph 14.1 may be waived prospectively or retrospectively with the consent in writing of all the Users and the Station Facility Owner.

14.3 Those entitled to attend and speak at such a meeting are the Principal International Operator, all Users, the Station Facility Operator, the Station Facility Owner and their professional advisers.

15. **Attendance at other operational meetings**

15.1 The Principal International Operator shall invite the Station Facility Operator to each of its daily operational meetings and circulate, where applicable, any relevant agenda and supporting documentation in relation to the matters to be discussed at such meetings.

15.2 The Principal International Operator shall also attend, when invited, all monthly operational meetings hosted by the Station Facility Operator and quarterly operational meetings with Users, the Station Facility Owner and the Station Facility Operator.

15.3 The Principal International Operator's relevant representatives shall also attend, when invited, all Station Strategy Group meetings which shall take place at least once every quarter.

16. **Real Estate**

The Principal International Operator is, pursuant to this Annex 10, granted a non-exclusive licence to enter and remain at the Common Zone and the International Zone for the purpose of providing Designated Services and Designated Amenities pursuant to this Annex 10; provided that, the Principal International Operator shall not be entitled to enter on or remain at or occupy any areas occupied by a third party under a lease or exclusive licence agreement granted by the Station Facility Owner from time to time unless appropriate arrangements have been made with the relevant third party for the Principal International Operator to enter into and remain on any such areas.

## ANNEX 11

### PART 17B DEFINITIONS

In Part 17B, unless the context requires otherwise:

**"Common Zone LTC"** means 50% of the Long Term Charge;

**"Domestic Southbound Zone LTC"** means 0% of the Long Term Charge; and

**"International Zone LTC"** means 50% of the Long Term Charge.

## ANNEX 12

### PLANNING CONSENTS

#### Planning Consents

1. The relevant consent granting body for works affecting Ashford International Station is Ashford Borough Council. Prior approval of Ashford Borough Council is required in respect of any works involving the siting, design, external appearance and landscaping of the development and layout.
2. Any development at Ashford International Station shall be carried out in accordance with arrangements approved by Ashford Borough Council, in respect of the following matters:
  - 2.1 Handling or re-useable spoil and top soil
  - 2.2 Storage sites
  - 2.3 Construction camps
  - 2.4 Screening
  - 2.5 Hours of working
  - 2.6 Artificial lighting
  - 2.7 Suppression of noise dust and vibration
  - 2.8 Mud on highway
  - 2.9 Highway access
3. Any development at Ashford International Station shall also be carried out in accordance with the arrangements approved by Kent County Council, with respect to the means and routes by which anything is to be transported on a highway by a large goods vehicle (within the meaning of Part IV of Road Traffic Act 1988) to a working or storage site, a site where it will be re-used or a waste disposal site.
4. References should also be made to Schedule 6 of the CTRL Act to confirm the scope of the developmental arrangements and standard conditions which apply to any consent received by a party pursuant to that Act.
5. Works which affect the public highway or property of the highway authority will require prior approval of Kent County Council.

#### Other Consents:

1. Environmental Consents – the Environment Agency.
2. Protective provisions exist in respect of utility companies and other statutory undertakers.

**ANNEX 13**  
**[NOT USED]**