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**ST PANCRAS INTERNATIONAL STATION
ANNEXES TO HS1 STATION ACCESS CONDITIONS**

(Edition Date: February 2025)

ANNEX 1: COMMON STATION AMENITIES AND SERVICES

COMMON STATION SERVICES AND COMMON STATION AMENITIES DETAIL OF PROVISION WITHIN EACH ZONE AS AT [04 FEBRUARY] 2025

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

Para		Common Zone	Domestic Northbound Zone	Domestic Southbound Zone	International Zone
	systems as may be substituted for the same) which shall be available for emergency use and operational use by all Users and their Associates.				
2.0	Common Station Amenities for Passenger Operators				
2.1	All forecourts, concourses, platforms, subways and other parts of the Station necessary or expedient to enable access to, egress from and the use of the amenities listed in paragraphs 2.2 to 2.6 (inclusive), 2.10, and 2.12 to 2.16 (inclusive);	Y	Y	Y	Y
2.2	public toilets (and disabled public toilets) as indicated on the Plan all of which shall be available and open for public use during the times shown in paragraph 5 of this Annex;	Y			Y
2.3	left luggage and lost property amenities available and open to the public during the times shown in paragraph 5 of this Annex;	Y			
2.4	a reasonable number of public telephones on the concourses, subject to third party contracts;	Y			
2.5	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;	Y			
2.6	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 (PIPs);	Y			
2.7	directional signing with reasonable prominence to facilitate railway passenger movement and emergency exit;	Y	Y	Y	Y

Para		Common Zone	Domestic Northbound Zone	Domestic Southbound Zone	International Zone
2.8	operational electronic passenger information systems, on the concourses and platforms, as detailed on the Plan;	Y	Y	Y	Y
2.9	a public address system which is clearly audible throughout the public areas of the Station;	Y	Y	Y	Y
2.10	a reasonable number of passenger self-help trolleys with corralls located at suitable points around the Station;	Y	Y	Y	Y
2.11	operational and accurate public clocks in positions of reasonable prominence on the concourses, and on platforms;	Y	Y	Y	Y
2.12	a customer service office which shall be available and open for public use during the times shown in paragraph 5 of this Annex;	Y			
2.13	a reasonable number of wheelchairs, other suitable transport and ramps for customer with impaired mobility to allow safe wheelchair access to and egress from trains;	Y	Y	Y	
2.14	customer seating on the concourses as detailed on the Plan;	Y			
2.15	a reasonable number of charging points for battery-electric vehicles	Y			
2.16	areas as designated from time to time by the Station Facility Owner for bus set down/pick up for use in time of disruption (both planned and unplanned) and emergency.	Y			
3.0	Common Station Services for all Users				
3.1	Cleaning of the Station in accordance with the specification set out in Appendix 1 to this Annex 1;	Y	Y	Y	

Para		Common Zone	Domestic Northbound Zone	Domestic Southbound Zone	International Zone
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) to the Common Station Amenities as listed in 1.2;	Y	Y	Y	Y
3.3	Proper lighting of the Station;	Y	Y	Y	Y
3.4	Policing as required by law;	Y	Y	Y	Y
3.5	Such security measures as the Station Facility Owner reasonably considers necessary;	Y	Y	Y	
3.6	Prompt display of the notices provided by a User in electronic or poster format (as appropriate);	Y			
3.7	Pest and environmental control necessary or required for the operation of the Station.	Y	Y	Y	Y
4.0	Common Station Services for Passenger Operators				
4.1	Procure the timely electronic display of unbranded A-Z format Great Britain timetable departure information, (updated to reflect changes to timetabled services subject to receipt of up to date timetable information) which show with equal prominence the times and all calling points (except as agreed with the relevant Passenger Operator), train branding, catering symbols, train service names and first class facilities (as described in the Great Britain timetable of passenger railway services published or procured to be published to the public.	Y			

Para		Common Zone	Domestic Northbound Zone	Domestic Southbound Zone	International Zone
4.2	Display of emergency or temporary timetables and notices of engineering works;	Y	Y	Y	Y
4.3	The provision of sufficient numbers of competent and appropriately trained staff, who shall wear full uniform maintained in good condition, including a name badge, to provide a high level of customer services, taxi marshalling and assistance to each Passenger Operator's passengers (including any who are disabled), including customer & mobility assistance in relation to boarding and alighting from trains, and handling of luggage; and providing relevant Passenger Operator of details of Station reception arrangements for disabled customers.	Y	Y	Y	
4.4	Provision to the relevant Passenger Operator of details of Station reception arrangements provided by the Station Facility Owner for disabled customers who have reserved journeys via the disabled persons reporting system on the Station "help-page" of the computer reservation system maintained by the relevant Passenger Operator, and updating of this information as necessary and appropriate to each Passenger Operator;	Y	Y	Y	
4.5	Customer help points;	Y	Y	Y	Y
4.6	Display and announcement ^Δ (with equal prominence of every Passenger Operator and its Associates), 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; ^Δ Announcements will not be made by the Station Facility Owner in the International Zone	Y	Y	Y	Y

Para		Common Zone	Domestic Northbound Zone	Domestic Southbound Zone	International Zone
4.7	Display at the Station of informational signing indicating the location and opening hours of the ticket offices, which will be unbranded for UK travel;	Y	Y	Y	
4.8	Communication to passengers of such up-to-date train running information as is available to the Station Facility Owner and as relates to, or is likely to relate to, or be relevant in relation to, all railway passenger services operated by Passenger Operators;	Y	Y	Y	Y
4.9	Liaison with the relevant authorities to ensure as far as reasonably practical that access to the Station is signposted from all the main access routes for both motorists and pedestrians, and that all signs are clean and unambiguous;	Y			
4.10	The provision of appropriate written messages and announcements when there is a failure of the amenities referred to in paragraphs 2.1 and 4.5 of this Annex 1;	Y	Y	Y	
4.11	Management of the arrival/departure of road services substituted for rail services for whatever cause;	Y	Y	Y	
4.12	Use of PIPs for advertising railway passenger services in proportion to shares of Qualifying Expenditure unless otherwise agreed with the Passenger Operators;	Y	Y	Y	
4.13	Provision of an emergency and disruption preparedness plan in consultation with all Passenger Operators;	Y	Y	Y	Y
4.14	Provision of arrangements promptly to follow up reports of lost property. Details of how to trace lost property to be always available whilst the Station is staffed and assistance in tracing lost property through the Station Facility Owner and Passenger Operator's lost property procedures to be given whenever reasonably practical;	Y	Y	Y	

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

Para		Common Zone	Domestic Northbound Zone	Domestic Southbound Zone	International Zone	
	4.18.2	Relevant information from the Station Facility Owner's Safety Authorisation or (where applicable) the Safety Authorisation of the Station Facility Operator including in either case risk assessments for Station activities;	Y	Y	Y	Y
	4.18.3	The Station evacuation arrangements;	Y	Y	Y	Y
	4.18.4	Records of all staff and public accidents at the Station and to accident investigation reports;	Y	Y	Y	Y
	4.18.5	Three-monthly health and safety planned inspection report of the Station;	Y	Y	Y	Y
	4.18.6	Self/external safety audit reports of the Station;	Y	Y	Y	Y
	4.18.7	Station Operations Manual	Y	Y	Y	Y
	4.18.8	Maintenance manuals and records	Y	Y	Y	Y
	4.18.9	The building management system	Y	Y	Y	Y
4.19	Additional customer services as specified in Appendix 1 to this Annex 1		Y	Y	Y	
4.20	In providing the Common Station Services set out in this Annex 1, the Station Facility Owner shall procure that all the requirements of the specification set out in Appendix 1 to Annex 1 are complied with where applicable, and that all staff employed on the Station are appropriately trained and competent to provide the specified services;		Y	Y	Y	
4.21	Trolley management in accordance with Station Operations Manual		Y	Y	Y	Y
4.22	GSM-R radio and handsets for Users		Y	Y	Y	Y

Para		Common Zone	Domestic Northbound Zone	Domestic Southbound Zone	International Zone
4.23	CCTV equipment (but not monitoring in the International Zone)	Y	Y	Y	Y
4.24	Taxi marshalling	Y			
4.25	Station data network	Y	Y	Y	Y

4A. Common Station Amenity – EES Devices

- (a) The EES Devices.
- (b) Subject to paragraph 4A(c) below and where (from time to time) the EES Devices are located in an area of the Station which is not within a Zone, any amenities which in the reasonable opinion of the Station Facility Owner are reasonably required for the operation of the EES Devices in such area, including the provision of any amenities that are similar to those amenities specified in paragraphs 1 and 2 of Annex 1 or in paragraph 3 of Annex 10.
- (c) Wherever in the Station an EES Device is located from time to time, such EES Device shall be deemed to be located in the International Zone for the purposes of Part 2, Part 3, Section C of Part 11 of the Station Access Conditions and of allocating Qualifying Expenditure that relates to the EES Devices.

4B. Common Station Services – EES Devices

- (a) The provision of sufficient numbers of competent and appropriately trained (as required and notified to the Station Facility Owner from time to time by the Ministry of the Interior or any other Competent Authority) staff to provide queue management and a high level of customer service and assistance to each International Passenger Operator’s passengers in relation to the EES Devices.
- (b) Maintenance (including the installation of software upgrades) and Repair of the EES Devices and areas in which the EES Devices are located.
- (c) Cleaning of the EES Devices in accordance with the instructions of the Ministry of the Interior or any other Competent Authority and cleaning of the areas in which the EES Devices are located.

- (d) Such security or safety measures as the Station Facility Owner reasonably considers necessary in relation to the EES Devices provided that any safety or security measures that the Station Facility Owner proposes on the advice of the Station Facility Operator shall be treated as being reasonably considered necessary.

- (e) Where (from time to time) the EES Devices are located in an area of the Station which is not within a Zone, the provision of any services which in the reasonable opinion of the Station Facility Owner are reasonably required for the operation of the EES Devices in such area, including the provision of any services that are similar to those services specified in paragraphs 3 and 4 of Annex 1 or in paragraph 3 of Annex 10.

5. **Opening Hours**

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

Mondays to Saturdays	24 hours
Sundays	24 hours

and to the public for the following hours:

Mondays to Fridays	03:45 to 00:30
Saturdays	05:00 to 00:30
Sundays	06:00 to 00:30

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

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

Public Toilets:	At times when the Station is open to the public	
Left Luggage	Monday to Saturday	0600 – 2200
	Sunday	0700 – 2200
Lost Property:	Monday to Saturday	0715 – 2215
	Sunday	0900 – 2045
Customer Service Office:	At times when the Station is open to the public	
Electronic Passenger Information Systems and Public Address Systems:	At times when the Station is open to the public	

6. **Station:**

Station Name:	St. Pancras International
Address:	Pancras Road, London. NW1 2QP
London Borough:	Camden

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

7. **Default Interest Rate**

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

8. **Core Facilities**

- 8.1 Those 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

1.1 Glossary of Terms

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Internal Station Environments (Public Areas)

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

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

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

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

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

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

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

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
High Dust	Surfaces above 2.0 metres high are free from visible loose debris, dust and cobwebs.	Debris arising from usage between cleans.		Level 2
Damp Wipe / Spot Wash	Free from impacted debris, dust cobwebs, removable stains and graffiti.	Debris, dust and light stains arising from usage between cleans.		Level 2

1.3 Internal Station Environment (Staff Areas)

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

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Dust	Free from visible loose debris, dust and cobwebs.	Some debris arising from usage between cleans.	Surface dust to be removed with dust control mop prior to cleaning tasks. <u>Inspection points</u>	Level 2
Damp Wipe / wash	Free from impacted debris, dust cobwebs and removable stains. Dry and has uniform appearance.	Some debris, dust and light stains arising from usage between cleans.		Level 2

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

1.4 External Station Environments

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

ACTIVITY	ACCEPTABLE ON COMPLETION OF TASK	ACCEPTABLE BETWEEN CLEANING TASKS	PARTICULAR REQUIREMENTS	FREQUENCY LEVEL
Sweep	Free from removable dust, dirt and loose litter / debris.	Some litter or debris arising from usage between cleans.		Level 2

Flush, clean & sanitize drains	Drains, gulleys and surface drainage routes to drains free from build up of silt, dirt and debris. Gulleys and drains fully sanitised and free from odour.	Some debris arising from usage between cleans.		Level 2
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1.5 Frequency Levels

1.5.1 Level 1 – Activity Frequency

ACTIVITY	LOCATIONS	PARTICULAR REQUIREMENTS	TIMING	FREQUENCY / RESPONSE TIMES
EMERGENCY RESPONSE	All areas without exception	Spillages, including rain water ponding, or items that may cause a slipping / tripping hazard. Affected area to be coned off and warning signs erected around area.	24Hrs / 7 days a week	Within 5 minutes of Reporting to Contractor
		Spillage cleared up, area dried and returned to normal usage.		Within 10 minutes of reporting to Contractor
LITTER PATROL (litter pick)	All internal areas accessible to the public, and external environment	All areas will be inspected for litter / Rubbish etc. All litter / rubbish removed. Litter / Rubbish posing a serious slipping / tripping risk, then will be dealt with as per Emergency Response	24Hrs / 7 days a week	Patrols every 30 minutes
GRAFFITI REMOVAL	All internal areas accessible to the public and external environment	If graffiti cannot be removed it must be report to Duty Manager who will arrange for Maintenance team to paint/cover over.	24Hrs / 7 days a week	Cleaning to commence within 5 minutes of reporting to Contractor

WASTE COLLECTION	Retail units	Collect waste from retail units and deposit to waste collection site via waste train.	As Required 06:00 – 22:00	Two collections per day
WINTER WEATHER PRECAUTIONS	External environment	Measures to be agreed by Employer	As requested	As requested by the Service manager
REPLENISH CONSUMABLES	All Toilets & Mess Rooms	It is essential that consumables are constantly available during operational hours in all toilets used by the public.	24Hrs / 7 days a week	Toilets used by the public must be checked every 30 minutes.

1.5.2 Level 2 – Activity Frequency

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

APPENDIX 1 TO ANNEX 1

PART 2

Customer Service Specification

1. Policy

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

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

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

2. Procedures

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

3. Customer Services

3.1 Welcome Team

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

Meet & greet

Information provision

Wayfinding

Assistance

3.2 Disabled/Special Assistance

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

3.3 Passenger Information System

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

3.4 Announcements

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

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

4. Station Operations

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

Trolley management

Taxis management

Coach management

Station Control Room

5. Security

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

CCTV, electronic access control and intruder detection systems will be monitored in the Station control room.

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

6. Station Operations Manual – Contents Page

1.0 General Instructions

1.1 First Aid Arrangements

1.2 Roster Guidelines

1.3 Station Grand Master Key Policy

- 2.0 Announcement Policy and Procedure
- 3.0 Coach Management
- 4.0 Management of Special Events Exhibitions and Filming
- 5.0 Operational Planning Procedure
- 6.0 Radio Procedure
- 7.0 Shorebase Operation
- 8.0 Special Needs Customer Assistance
- 9.0 Taxi Rank Pick Up Operations
- 10.0 Trolley Distributions and Operations
- 11.0 VIP CIP Movements Procedure
- 12.0 Waste Management and Recycling

APPENDIX 2 TO ANNEX 1

The Plan

APPENDIX 3 TO ANNEX 1

Not used.

APPENDIX 4 TO ANNEX 1

ST PANCRAS STATION – EQUIPMENT INVENTORY

ALLOCATION OF COST

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

Description	Present in Station Zones				Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure	Renewal is Qualifying Expenditure
	Common	North Domestic	South Domestic	International				
Temporary Buildings								
7. Sprinklers & Smoke Detectors	YES	NO	NO	YES	N/A	YES	YES	NO
8. Air Conditioning Plant and Equipment	YES	NO	NO	YES	N/A	YES	YES	NO
9. (A) Public address system	YES	YES	NO	YES	1	YES	YES	NO
(B) Voice alarm system	YES	YES	NO	YES	1	YES	YES	NO
(C) Main CIS system	YES	YES	NO	YES	1	YES	YES	NO
(D) PIPs	YES	NO	NO	NO		NO	NO	NO
(E) Station clock system	YES	YES	NO	YES	1 Digital System and	YES	YES	NO

Description	Present in Station Zones				Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualify- -ing Expend- -iture	Renewal is Qualify- -ing Expend- -iture
	Common	North Domestic	South Domestic	Inter- national				
(F) CCTV system	YES	YES	NO	YES	1	YES	YES	NO
(G) Fire alarm system	YES	YES	YES	YES	1	YES	YES	NO
(H) Access control system	YES	YES	YES	YES	1	YES	YES	NO
(I) Intruder detection system	YES	YES	YES	YES	1	YES	YES	NO
(J) Data network	YES	YES	YES	YES	1	YES	YES	NO
(K) Cabling linking to remote locations	YES	NO	NO	NO	N/A	YES	YES	NO

Description	Present in Station Zones				Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualify- -ing Expend- -iture	Renewal is Qualify- -ing Expend- -iture
	Common	North Domestic	South Domestic	Inter- national				
(L) Provision of telephone cables for access to third party networks	YES	NO	NO	YES	N/A	YES	YES	NO
10. External Lighting including platforms	YES	YES	YES	YES	N/A	YES	YES	NO
11. Drainage	YES	YES	YES	YES	N/A	YES	YES	NO
12. Gas Installations, fittings and fixed appliances (including consumable repairs)	YES	NO	NO	NO	N/A	YES	YES	NO
13. Electrical Installations including fixed appliances (including consumable repairs)	YES	YES	NO	YES	N/A	YES	YES	NO
14. Electrical power supply sockets and light fittings	YES	YES	YES	YES	N/A	YES	YES	NO
15. Driver Only Operation Equipment	NO	YES	NO	NO	N/A	YES (unless maintained as part of the signalling system)	YES (unless repaired as part of the signalling system)	NO

Description	Present in Station Zones				Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualify- -ing Expend- -iture	Renewal is Qualify- -ing Expend- -iture
	Common	North Domestic	South Domestic	Inter- national				
16. Central Heating Systems	YES	NO	NO	YES	N/A	YES	YES	NO
17. Plumbing installations and fittings where accessible and/or visible	YES	NO	NO	YES	N/A	YES	YES	NO
18. Plumbing installations and fittings where not accessible or visible	YES	NO	NO	YES	N/A	YES	YES	NO
19. Flues	YES	NO	NO	NO		YES	YES	NO
20. Fixed Seats	YES	NO	NO	NO		YES	YES	NO
21. Train Despatch Equipment	NO	YES	NO	YES	N/A	NO	NO	NO
22. Fixed Fire Appliances	YES	YES	YES	YES		YES	YES	NO
23. Moveable Fire Appliances	YES	YES	YES	NO		YES	YES	NO
24. Pumping room	YES	NO	NO	NO	N/A	YES	YES	NO
25. Traffic Management System Controlling entry to Car Park, Coach Bays, Taxi Rank and Delivery yards	YES	NO	NO	NO	N/A	YES (save in relation to the car park)	YES (save in relation to the car)	NO

Description	Present in Station Zones				Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure	Renewal is Qualifying Expenditure
	Common	North Domestic	South Domestic	International				
26. Lift Installations	YES	YES	YES	YES	N/A	YES	YES	NO
27. Escalator & Travelator Installations	YES	YES	YES	YES	N/A	YES	YES	NO
28. Platform Barriers	NO	YES	NO	NO		YES	YES	NO
29. Cycle Racking	YES	NO	NO	NO	N/A	YES	YES	NO
30. Waiting Rooms Furniture	NO	NO	NO	NO	N/A	N/A	N/A	N/A
31. Left Luggage Facility	YES	NO	NO	NO	N/A	YES	YES	NO
32. Customer Service Handheld Telephones & Equipment and associated Base Stations	YES	YES	NO	YES	N/A	YES	YES	NO
33. Passenger Information points including Digital Electronic and static displays and supporting computer hardware (PIPS)	YES	NO	NO	NO	11	YES	YES	NO
34. WiFi network including distribution nodes antennae and supporting hardware	YES	YES	NO	YES	N/A	YES	YES	NO

APPENDIX 5 TO ANNEX 1

ST PANCRAS STATION – ELEMENTS INVENTORY

ALLOCATION OF COST

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure	Renewal is Qualifying Expenditure
A. Substructure (excluding any finishes)				
1. Foundations	YES	YES	YES	NO
2. Basements	YES	YES	YES	NO
3. Basement Tanking/Waterproofing	YES	YES	YES	NO
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. Superstructure				
8. Damp Proof Course	YES	YES	YES	NO
9. Frames, Beams Columns (Excluding Finishes)	YES	YES	YES	NO

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure	Renewal is Qualifying Expenditure
10. Structural Slabs (above Ground Floor level)	YES	YES	YES	NO
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	YES	YES	YES	NO
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	YES	YES	YES	NO
21. Station Roof Glazing	YES	YES	YES	NO
22. Tankrooms and Roof Mounted Plant above the roof line	YES	YES	YES	NO

Canopies

Description		Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure	Renewal is Qualifying Expenditure
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
26.	External and Loading Bearing Walls (Excluding Finishes)	NO	N/A	N/A	N/A
Walls and Cladding					
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
C.	Finishes and Surface				

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure	Renewal is Qualifying Expenditure
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 38)	YES	YES	YES	
38. Fire resistant coatings/finishes	YES	YES	YES	NO
39. Staircase Finishes	YES	YES	YES	NO
40. Train Shed Roof Finishes	YES	YES	YES	NO
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
D. Platforms and External Structures				
45. Platform Structure including supporting and retaining walls	YES	YES	YES	NO
46. Platform Copers	YES	YES	YES	NO

Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure	Renewal is Qualifying Expenditure
46A Platform Wearing Surfaces	YES	YES	YES	NO
47. Footbridges (except finishes)	NO	N/A	N/A	N/A
48. Footbridge and Subway Finishes (including wearing surfaces handrails etc)	YES	YES	YES	NO
49. Fixed Ramps	YES	YES	YES	NO
50. Loading Docks	YES	YES	YES	NO
51. Waiting Shelters	NO	N/A	N/A	N/A
52. Fencing	YES	YES	YES	NO
53 Retaining Walls	YES	YES	YES	NO
E. Other				
54. Road, Pavement and Forecourt Surfaces and Substructures and Road Markings	NO	N/A	N/A	N/A
55. Car Park Surfaces and Substructures	YES	NO	NO	NO
56. Car Park Equipment including Ticket Machines, Signs and Car Park markings	YES	NO	NO	NO
57. Main Drainage Outfall	NO	N/A	N/A	N/A
58. Other Underground Drainage Installations	YES	NO (except in respect of keeping	NO	NO

Description	Present at Station	Maintenance is Qualifying Expenditure (clear and free flowing)	Repair is Qualifying Expenditure	Renewal is Qualifying Expenditure
59. Nominated Signs	NO	N/A	N/A	N/A
60. Station Signage	YES	YES	YES	NO
61. Landscaping and Planting	NO	N/A	N/A	N/A

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**

3.1 The Station shall:

(A) include (as part of the Common Zone) that part of the pedestrian subway underneath Pancras Road that connects the Station to the London Underground Northern Ticket Hall that is within the ownership of the Station Facility Owner; and

(B) exclude:

(1) the adjacent station and associated ticket office owned as at the Conditions Efficacy Date by Network Rail and also known as St Pancras International station but formerly known as the 'Thameslink Box' (save for the roof structure); and

(2) St Pancras Chambers.

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, 82.2 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;
- (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 Passenger Operator in respect of that Accounting Year in respect of the overheads of the Station Facility Owner 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 Northbound 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 purpose of paragraphs 4.1 and 4.2:

"HS1 Network Code"	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;
"NRIL Network Code"	means the Network Code with respect to the NR Network published by Network Rail and as updated from time to time;
"Principal Change Date"	has the meaning given to it in Part D of the HS1 Network Code or the NRIL Network Code (as applicable);
"Subsidiary Change Date"	has the meaning given to it in Part D of the HS1 Network Code or the NRIL Network Code (as applicable);
"Timetable Week"	has the meaning given to it in Part D of the HS1 Network Code or the NRIL Network Code (as applicable); and
"Working Timetable"	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) Completion of snagging items and rectification of defects pursuant to the contracts for the construction of the Station or any part of it
 - (2) Fit-outs of areas within the Station subject to a lease or licence to occupy
 - (3) Fit-outs of the Domestic Southbound Zone, shorebase and room opposite the control room
 - (4) Fit-outs of the International Zone
2. **Specifications of Existing Works** N/A
3. **Consultation Periods** N/A

ANNEX 5

EXISTING AGREEMENTS

No	Type of Agreement
1	HS1 Lease granted by the Secretary of State
2	Wayleaves
a	Utility suppliers
b	Telecom suppliers
3	LCSP Superior Title documentation
4	AMEC- Maintenance of Station building
5	Optilan – Maintenance of Station Systems
6	Retail units as applicable
7	Protective Provisions Agreement with London and South Eastern Railway Limited
8	Station promotional events (not chargeable to Qualifying Expenditure)

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 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 14 November 2007.
2. The Environmental Liability Commencement Date is 14 November 2007 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 of “Long Term Charge” is [£3,591,000]¹ per annum.
4. The percentage referred to in the definition of “Requisite Majority” is:
 - 4.1 In respect of the Station: 85%;
 - 4.2 In respect of the Common Zone: 85%;
 - 4.3 In respect of the Domestic Northbound Zone: 51%;
 - 4.4 In respect of the International Zone: 51%; and
 - 4.5 In respect of the Domestic Southbound Zone: 51%.
5. The relevant special conditions referred to in Condition 1.4 are:

None.

¹ 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 in accordance with the asset stewardship obligations set out in the Concession Agreement or the HS1 Lease.
3. Following the preparation of its proposals for the specifications referred to in paragraph 2 of this Annex 9, the Station Facility Owner shall propose a Conditions Change Proposal in respect of such specifications.

ANNEX 10

ADDITIONAL AMENITIES AND SERVICES PROVIDED IN THE INTERNATIONAL ZONE

1. Definitions and Interpretation

This Annex shall apply to the International Zone only. In this Annex 10, the following definitions shall apply:

"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;

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

"International Services" means railway services operated by an International User which depart from or arrive at destinations outside the United Kingdom;

"International User" means either an International Passenger Operator or an International Non Passenger Operator;

"Principal International Operator" means, 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 TRANSEC as the restricted zone;

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

"TRANSEC" means 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.

2. **Commencement and Termination**

2.1 This Annex 10 shall be effective from 23 August 2010.

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 International Zone by the person identified in the third column of the table:

Para	Common Station Amenities and Common Station Services	Responsibility for Provision
3.1	The provision, maintenance and administration of accommodation required for the Control Authorities in the Station.	Station Facility Owner
3.2	Negotiation with the Control Authorities to minimise the costs of the accommodation required for the Control Authorities at the Station	Station Facility Owner
3.3	Obtaining and maintaining at all times the approvals necessary for the Station to operate as a Port under the Channel Tunnel (Customs and Excise) Order 1990.	Station Facility Owner
3.4	Provision to each International User, as soon as possible, of copies of all correspondence with the Control Authorities which may reasonably impact on that International User's ability to run International Services.	Station Facility Owner
3.5	Informing International Users 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
3.6	Facilities and services for ticket purchase or retrieval by the passengers of the	Station Facility Owner

	international passenger services operating from the Station.	
3.7	A reasonable number of wheelchairs, other suitable transport and ramps for customers with impaired mobility to allow them safe wheelchair access to and egress from trains.	Principal International Operator
3.8	Customer seating on the concourses.	Principal International Operator
3.9	Agreeing with the Control Authorities operational practices that will apply to the International Zone from time to time.	Principal International Operator
3.10	Such security measures as the Station Facility Owner reasonably considers necessary.	Principal International Operator
3.11	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
3.12	Operation of the passenger information system in the International Zone.	Principal International Operator
3.13	Obtaining and maintaining the approval of TRANSEC, and specifically controlling the Restricted Zone as designated by TRANSEC from time to time.	Principal International Operator or any person designated by TRANSEC from time to time with the consent of the Principal International Operator
3.14	Provision of security services sufficient to comply with the TRANSEC requirements at a minimum, and at such additional levels it considers appropriate given the operating climate at the Station at the relevant time.	Principal International Operator or any person designated by TRANSEC from time to time with the consent of the Principal International Operator

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, they must be provided to all the International Users in a non-discriminatory manner.

4. **Provision of Designated Services and Designated Amenities**
- 4.1 The standard of provision of the Designated Services and Designated Amenities listed in paragraph 3 above shall not be lower than the standard required by any applicable specification set out in Appendix 1 to Annex 1 or, where no applicable specification is set out in Appendix 1 to Annex 1, the standard previously provided by the Station Facility Owner.
- 4.2 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 User 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 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) (L) 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 an International 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 other International User complies with their 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 of the International Users 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 International 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 International User(s) who raised the complaint the Principal International Operator does not remedy the complaint, the International 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 International 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 International Users, acting reasonably, are dissatisfied with the standard of the Designated Amenities and/or the Designated Services provided by the Principal International Operator, it 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.

5. **Changes to this Annex 10**

- 5.1 The Principal International Operator shall be entitled to elect in writing to provide, or to secure the provision of, any of the Common Station Services specified in paragraphs 3 and 4 of Annex 1 in or to the International Zone only.
- 5.2 The Principal International Operator shall be entitled to request, in writing, the ability to provide, or to secure the provision of, any Common Station Amenity specified in paragraphs 1 and 2 of Annex 1 in or to the International Zone only. Subject to obtaining the written consent of the Station Facility Owner to such request (such consent not to be unreasonably withheld) the request shall become an election to provide the Common Station Amenity in question in or to the International Zone.
- 5.3 If the Principal International Operator has made an election under paragraph 5.1 or 5.2 above in respect of a Common Station Service or Common Station Amenity then the Station Facility Owner shall (subject to satisfactory completion of such contractual and statutory processes as it is required to complete before the Principal International Operator may provide or procure the Common Station Service or Common Station Amenity in question) designate the Principal International Operator as the party responsible for the provision or procurement of that Common Station Service or Common Station Amenity to International Users pursuant to this Annex 10. For the avoidance of doubt, the Principal International Operator shall not be required or entitled to provide or procure any Common Station Service or Common Station Amenity other than those listed in this Annex 10.
- 5.4 Upon the addition of the provision of a new Designated Amenity or Designated Service by the Principal International Operator pursuant to paragraph 5.3 above, such amenity or service shall be added to this Annex 10 and (if applicable) deleted from Annex 1 with regard to provision within the International Zone.
- 5.5 Upon termination of the provision of a Designated Amenity or Designated Service by the Principal International Operator, such amenity or service shall be deleted from this Annex 10 and added to Annex 1 with regard to provision within the International Zone.
- 5.6 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.
- 5.7 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.
- 5.8 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 International 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) 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 discuss whether to include representatives from the Control Authorities at 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 new International Passenger Operator who wishes to be granted permission to use the Station.

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**

- 8.1 Subject to Condition 57.6 and to paragraph 8.2 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 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.

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 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 and/or Designated Service by the Principal International Operator at any time by giving 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 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**"), after having consulted with both the Successor Operator and the Principal International Operator over the handover period they each 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 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.

10.4 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 shall take such steps, both before and after the term of this Annex 10, as the Station Facility Owner may reasonably require, to assist and advise any Successor Operator in the provision of the 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 10.4.

10.5 Records

10.5.1 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.

10.5.2 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 10.5.1 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. **Accounts**

11.1 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.

11.2 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 11.1 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.

12. **Inspection of books, records and accounts**

12.1 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.

13. **Convening of International Zone Meetings**

13.1 The Principal International Operator shall within 14 days following receipt of notice in writing from any International 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 International 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).
- 13.2 The period of notice for convening a meeting notified in accordance with paragraph 13.1 may be waived prospectively or retrospectively with the consent in writing of all the International Users and the Station Facility Owner.
- 13.3 Those entitled to attend and speak at such a meeting are the Principal International Operator, all International Users, the Station Facility Owner and their professional advisers.

ANNEX 11

[NOT USED]

ANNEX 12

PLANNING AND HERITAGE CONSENTS

Planning Consents

1. The relevant consent granting body for works affecting St Pancras International Station is the London Borough of Camden. Prior approval of the London Borough of Camden is required in respect of:
 - 1.1 Construction works:
 - (A) The erection, construction, alteration or extension of any building (except anything within paragraphs 1.1(B) and 1.1(C) below or road vehicle park).
 - (B) The construction, alteration or extension of any terracing, cuttings or embankment or other earthworks.
 - (C) The erection, construction, alteration or extension of any fences, walls or other barriers (including bunds) for visual or noise screening or dust suppression.
 - 1.2 Minor construction works: The erection, construction, alteration or extension of any transformers, telecommunications masts or pedestrian accesses to the railway line.
 - 1.3 Fences and walls: The erection, construction, alteration or extension of any fences or walls (except for anything within paragraph 1.1(C) above).
 - 1.4 Highway access: Formation, laying out or alteration of any means of access to a highway used or proposed to be used by vehicular traffic.
 - 1.5 Gantries and overhead line supports: Erection of any gantries or overhead line supports for so much of the railway comprised in Work Number 1 as lies between the northern end of the roof over St Pancras International Station, as it is at the time of the erection or construction of the northern abutment of the existing bridge over the Regent's Canal.
 - 1.6 Artificial lighting: Erection, construction or installation of lighting equipment.
2. Any development at St Pancras International Station shall be carried out in accordance with the arrangements approved by the London Borough of Camden, in respect of the following matters:
 - 2.1 Road transport
 - 2.2 Handling or re-useable spoil and top soil
 - 2.3 Storage sites

- 2.4 Construction camps
 - 2.5 Screening
 - 2.6 Hours of working
 - 2.7 Artificial lighting
 - 2.8 Suppression of noise dust and vibration
 - 2.9 Mud on highway
 - 2.10 Highway access
3. 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.

Heritage Consents

1. St Pancras International Station is a Grade 1 Listed Building. Therefore, the Station Facility Owner has entered into a Heritage Deed with the London Borough of Camden and English Heritage. These parties have entered into further agreements under the terms of the said Heritage Deed. Where the works relate to the operation or maintenance of the station and the railway operations and constitute works that affect the historic and/or significance of St Pancras International Station, consent to the works under the Heritage Deed shall be sought by the Station Facility Owner (either for itself or on behalf of the Users) from the London Borough of Camden and English Heritage. The Users shall comply with the terms of these consents.
2. Where proposed development works do not relate to the construction, operation or maintenance of St Pancras International Station but constitute works that affect the historic and/or architectural significance of St Pancras International Station, the User may require Listed Building Consent from the London Borough of Camden and English Heritage. If such consent is required, the relevant User shall submit an application for the Listed Building Consent to the London Borough of Camden and provide necessary information as may be required in support of the submission.

Other Consents

1. Works which affect the public highway or property of the highway authority will require prior approval of the London Borough of Camden, London Borough of Islington and/or Transport for London in the case of Euston Road.
2. Environment - the Environment Agency.
3. Protective provisions exist in respect of utility companies and other statutory undertakers.

ANNEX 13
PERFORMANCE PAYMENTS

The figures in this Annex 13 are on the basis of an Accounting Period of 28 days and are subject to change in accordance with Condition 47.5(A) for Accounting Periods of a different length, or where the Station is not open to the public on one or more day(s) during the Accounting Period.

Measured Services	Performance Events	Asset Quantity	Max Hours availability in Accounting Period (“HT _{AP} ”)	Baseline Hours – To be established on or before 01 April 2011 (“BL _{AP} ”)	Performance Bands											
					Performance Payment per 28 Day Period (£ per Relevant TOC)											
					PER _{AP} < 0.5%	0.5% ≤ PER _{AP} < 1.0%	1.0% ≤ PER _{AP} < 2.0%	2.0% ≤ PER _{AP} < 3.0%	3.0% ≤ PER _{AP} < 4.0%	4.0% ≤ PER _{AP} < 25%	PER _{AP} > 25%					
Common Zone																
Station Data Network	The whole of the Station Data Network is not available for use by Passenger Operators.	1	546	544.00												
Toilets	Toilet facilities for females only, males only and disabled persons only are not available for use by passengers.	2	1092	1090.00												
Lifts (Customer)	One or more lifts are not available for use by passengers.	2	1092	1017.11												
Escalators (except Circle to LSER)	One or more escalators are not available for use by passengers.	4	2184	2148.09												
PIS Main Board	The whole of the PIS board is not available for use by Passenger Operators.	1	546	544.00												
International Zone																
Toilets	Toilet facilities for females only, males only and disabled persons only are not available for use by passengers.	3	1092	1090.00												
Lifts (Back of House)	One or more of the lifts are not available for use by employees of a Passenger Operator.	3	1638	1629.41												
Lifts (Customer)	One or more of the lifts are not available for use by passengers.	4	2184	2151.43												
Travelators (Arrivals)	One or more of the travelators are not available for use by passengers.	3	1638	1523.61												
Travelators (Departures)	One or more of the travelators are not available for use by passengers.	10	5460	5361.93												
Automatic Boarding Doors	One or more of the door sets are not available for use by Passenger Operators.	6	3276	3269.68												
Northbound Domestic Zone																
Lifts (Back of House)	One or more of the lifts are not available for use by employees of Passenger Operators.	2	1092	941.53												
PIS Main Board (Gateline)	The whole of the PIS board is not available for use by Passenger Operators.	1	546	544.00												
PIS – All other screens	One or more of the PIS screens are not available for use by Passenger Operators.	12	6552	6550.00												
Ticket Office auto doors	More than one set of automatic doors are not available for use by passengers.	4	2184	2182.00												
Southbound Domestic Zone																
Escalators (Circle to LSER)	Two or more escalators are not available for use by passengers.	4	2184	2183.45												

Lifts	The lift is not available for use by passengers.	1	546	537.56									0	1000	2000	3000	4000	50000	30000
Lifts (Back of House)	One or more of the lifts are not available for use by employees of a Passenger Operator.	2	1092	935.79									0	500	1000	1500	2000	2500	15000