

DATED

2005

LONDON UNDERGROUND LIMITED

and

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AGREEMENT RELATING TO PAYMENT OF CHARGES FOR
THE PROVISION OF AMENITIES AND SERVICES
AT EALING STATION

Reference: E I

Version:

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London Underground Limited
55 Broadway
London SW1H 0BD

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THIS AGREEMENT is made on the day of 2005

BETWEEN

(1) LONDON UNDERGROUND LIMITED ("LUL") whose registered office is at 55 Broadway London SW1H OBD (registered number 1900907); and

(2) 1 1 (" []") whose registered office is at [] (registered number [])

WHEREAS

(A) LUL has certain "grandparent" rights to use the Station under agreements and arrangements made pursuant to the Transport Act 1962.

(B) [] is the lessee and operator of the Station.

(C) The purpose of this Agreement is to record the agreement of the parties in respect of services to be provided at parts of the Station by [] to LUL and in respect of charges to be paid by LUL to [] for such services.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the following expressions shall have the meanings set out below:

"Associate" in relation to any person includes any passenger, servant, agent or independent contractor of his;

"Business Day(s)" means a day (other than Saturday and Sunday) when the banks are open for the transaction of normal banking business in London (which for the avoidance of doubt excludes bank and other public holidays);

"CAHA" means the Claims Allocation and Handling Agreement as is more particularly described in Paragraph 8 of Schedule 1;

"Commencement Date" means the date specified in Paragraph 3 of Schedule 1;

"Common Station Amenities"	means those amenities at the Station specified in paragraph 1 of Schedule 2 which are made available to all Users of the Station;
"Common Station Area"	means that part of the Station shown coloured [] on the plan attached as Appendix 2 of Schedule 2;
"Common Station Services"	means those services at the Station specified in Paragraph 2 of Schedule 2 which are provided to all Users of the Station;
"Competent Authority"	means any local, national or supra national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not and including the Regulator and the DFT) whether of the United Kingdom or of the European Union, which has, in respect of this Agreement, jurisdiction over either or both of the parties to, or the subject matter of this Agreement provided that "Competent Authority" shall not include Her Majesty's Government (or any department, minister, official or nominee thereof) where acting as shareholder of the party in question or other than pursuant to the Crown prerogative or a statutory function or power;
"Conciliation Procedure"	means the conciliation procedure set out in Schedule 8;
"Current Franchise"	means the franchise granted by the DFT to [] which allows [] to operate (together with other train operator services) railway passenger services along a railway route which passes through the Station for the period from [] until the Franchise End Date;
"DFT"	means the Department For Transport
"Environmental Condition"	means: <p>(a) any Environmental Damage; or</p>

- (b) any event, circumstance, condition, operation or activity which it is reasonably foreseeable is likely to result in Environmental Damage which (in either case) in LUL's reasonable opinion could result in LUL incurring any material liability or being in breach of any legal requirement;

"Environmental Damage"

means any injury or damage to persons, living organisms or property (including offence to man's senses) or any pollution or impairment of the environment resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration;

"Expiry Date"

means the date specified in Paragraph 4 of Schedule 1;

"LUL Common Charges"

means the charges payable by LUL to [] for the use of the Common Station Amenities and for the provision of the Common Station Services, details of which are set out in Schedule 4;

"LUL Common Charges Proportion"

means, as at any time, the proportion which the LUL Departures bears to the number of Total Departures; being at the date of this Agreement the percentage specified as such in Paragraph 10 of Schedule 1;

"LUL Departures"

means, at any particular time by reference to which the LUL Common Charges Proportion may be calculated, the number of trains operated by or on behalf of LUL which depart from the Station (including empty coaching stock) in accordance with the relevant LUL working timetable;

"LUL Exclusive Charges"

means the charges, details of which are set out in Schedule 5 for the provision of the LUL Exclusive Station Services;

"LUL Exclusive Station Services"

means those services at the Station specified in Schedule 3 which are provided exclusively to LUL and not shared with the other Users;

"LUL Long Term Charge"

means the charges in respect of the maintenance and renewal of the Common Station Area specified in Schedule 6 as varied from time to time in accordance with this Agreement;

"LUL Long Term Charge Proportion"

means the proportion specified as such in Paragraph 9 of Schedule 1;

"Financial Year"

means a period commencing on 1 April in each calendar year and ending on 31 March in the following year which for accounting purposes is divided into 13 periods;

"Franchise End Date"

means the date on which the Current Franchise shall expire as specified in Paragraph 5 of Schedule 1;

"Gating Agreement"

means the agreement dated relating to the operation of gating equipment at the Station entered into between TfL and [] commencing on as may be amended from time to time;

"HSE"

means the Health and Safety Executive;

"LRT"

means London Regional Transport;

"Network Rail"

means Network Rail Infrastructure Limited;

"New Franchise"

means the new franchise to be granted by the DfT to [] upon the expiry of the Current Franchise which allows [] to operate (together with other train operator services) railway passenger services along a railway route which passes through the Station;

"Operators"

means members of the Association of Train Operating Companies;

"Regulator"	means the Office of Rail Regulation established under the Railways and Transport Safety Act 2003 or any re-enactment thereof or any board replacing the same;
"Retail Price Index"	<p>means the general index of retail prices published by the Office for National Statistics each month in respect of all items; or</p> <p>(a) if the index for any month in any year shall not have been published on or before the last day of the third month after such month, such index for such month or months as is agreed between the parties or otherwise determined under Clause 18; or</p> <p>(b) if there is a material change in the basis of the index, such other index as is agreed between the parties or otherwise determined under Clause 18;</p>
"Safety and Environmental Obligations"	means all statutory or common law obligations and duties concerning health and safety and the environment (including any duty of care arising at common law and any arising under statute, statutory instrument or mandatory codes of practice) applied in England and Wales from time to time;
"Safety Case"	has the meaning given to that term in the Railways (Safety Case) Regulations 2000 as amended or replaced from time to time;
"Secretary of State"	means the Secretary of State referred to in Section 1 of the Railways Act 1993 or any re-enactment thereof;
"Station"	means the Station specified in Paragraph 6 of Schedule 1 of which [] is the lessee and shown edged in [red] on the plan attached as Appendix 2 to Schedule 2;

"Station Lease"	means the lease, details of which are set out in Paragraph 7 of Schedule 1.
"ML"	means Transport for London;
"Through Ticketing (Non-Travelcard) Agreement"	means the agreement details of which are set out in Paragraph 8(b) of Schedule 1;
"Total Departures"	means, at the time of which the [] Departures are calculated, the total number of trains operated by or on behalf of all Users which depart from the Station (including empty coaching stock);
"Travelcard" Agreement"	means the agreement details of which are set out in Paragraph 8(a) of Schedule 1;
"User"	means any train operator (including []) provided with access to the Station and "Users" shall be construed accordingly in the plural;

1.2 Schedules and Clauses

1.2.1 References to this Agreement include its Schedules and unless otherwise indicated references to Recitals, Clauses, Sub Clauses, Schedules and Paragraphs are to the recitals, clauses, sub-clauses of, and the schedules and paragraphs to this Agreement.

1.2.2 The headings and references to headings in this Agreement shall be disregarded.

1.2.3 References to any enactment including any legislation made from time to time under it are to be construed as references to that enactment as from time to time amended or modified or any enactment for the time being replacing or amending it.

1.3 Invalidity and Severance

If any provision of this Agreement is held by a Court or other Competent Authority to be void, illegal, invalid or unenforceable in whole or in part under any enactment or rule of law, then such provision shall be deemed not to form part of this Agreement. However the remainder of the affected provision(s) and the other provisions of this Agreement shall remain in full force and effect.

1.4 Entire Agreement

1.4.1 This Agreement constitutes the entire Agreement between the parties in relation to the subject matter and supersedes all prior negotiations, representations or agreements either written or oral.

1.4.2 No changes, alterations or modifications to this Agreement shall be effective unless these have been effected in accordance with the provisions of this Agreement or otherwise in writing.

1.5 Existing Rights

1.5.1 There are rights, and obligations vested in the parties pursuant to agreements and arrangements created or endorsed by or made pursuant to the Transport Act 1962 including without limitation any other rights and/or obligations vested in the parties pursuant to any other instrument or deed or statutory provision to the extent that such rights and obligations relate to the Station. This Agreement seeks to set out such rights and obligations but is not intended to be a definitive list.

1.5.2 Subject to the Safety Case of both parties, this Agreement or the termination or expiry of this Agreement shall not prejudice the rights and obligations of the parties referred to in Clause 1.5.1 above.

2. TERM AND TERMINATION

2.1 This Agreement shall commence on the Commencement Date and unless terminated in accordance with its terms shall expire on the Expiry Date.

2.2 Either party shall be entitled to terminate this Agreement forthwith by written notice to the other where:

- 2.2.1 either party has failed to pay when due any sum or sums due and payable to the other party under this Agreement provided that in case of such breach the party in breach has failed to remedy such non-payment within 30 days after receipt of notice in writing from the other party specifying full and reasonable particulars of the breach and requiring it to be remedied (and provided further that there is no bona fide dispute as to the amounts unpaid); or
- 2.2.2 either party, its employees, agents or sub-contractors commit a material breach of any of the terms contained in this Agreement and any such breach has not been remedied (where remediable) by the party in breach within 30 days of the breach occurring.

- 2.3 Either party shall notify the DFT forthwith by notice in writing if:
- 2.3.1 the other party is unable to pay its debts in the normal course of business or ceases or threatens to cease to carry on its business;
or
 - 2.3.2 an encumbrancer takes possession of, or a receiver or administrative receiver or trustee is appointed over the whole or any material part of the party's undertaking, property or assets;
or
 - 2.3.3 the other party makes any voluntary arrangements with its creditors or becomes subject to an administration order; or
 - 2.3.4 a resolution is passed for the winding-up or an order is made for the winding-up or administration of the other party; or
 - 2.3.5 the other party goes into liquidation (except for the purposes of a solvent amalgamation, reconstruction or other re-organisation in a manner whereby the company resulting therefrom agrees to be bound by or assumes the obligations imposed on the other party by this Agreement and is wholly capable of fulfilling those obligations.)
- 2.4 Where LUL is the party suffering any or all of the events referred to in clause 2.3 then this Agreement shall terminate forthwith. The expiry or termination of this Agreement shall not affect any cause of action pursuant to this Agreement which may have occurred prior to such expiry or termination or the continuing validity of this Clause 2.4 and Clauses 17, 18 and 19.
- 2.5 If upon the Franchise End Date, [] has not been granted a New Franchise by the DFT allowing [] to continue to operate railway passenger services along a railway route which passes through the Station, this Agreement shall be terminated forthwith unless LUL has notified to the DfT in writing that this Agreement is to continue and novate to the TOC being granted the New Franchise.
- 2.6 Other than on a termination pursuant to clause 2.4 or 2.5 above no termination of this Agreement prior to the Expiry Date shall take place without the consent in writing of the DFT.

3. PROVISION OF SERVICES

- 3.1 LUL shall be entitled in common with the other Users to the benefit of the Common Station Amenities and the Common Station Services provided (or procured to be carried out) in the Common Station Area from time to time by []. In addition, LUL shall be entitled to the exclusive benefit of the LUL Exclusive Station Services (if any) provided at the Station from time to time by [].

- 3.2 [] agrees to provide or procure the provision of the Common Station Amenities, Common Station Services and the [] Exclusive Station Services (if any) in accordance with the performance specifications set out in Appendix I to Schedule 2 and Appendix 1 to Schedule 3 hereto, or where there is no such performance specification, to a standard and in a quantum which is at least as good as the standard and quantum at the Commencement Date.
- 3.3 If either party wishes to vary the LUL Exclusive Station Services whether by addition or deletion of a service or alteration of the standards or quantum specified in Clause 3.2, then the party shall inform the other party of the proposed variation in writing and meet with the other party to negotiate in good faith in respect of the variation.
- 3.4 If either party wishes to vary the Common Station Services or the Common Station Amenities, whether by addition or deletion of a service or alteration of the standards and quantum specified in Clause 3.2, then the party shall inform the other Users of the proposed variation in writing and meet with the other Users in good faith in respect of the variation.

4. TERMINATION OF LUL EXCLUSIVE STATION SERVICES

- 4.1 LUL shall have the right to terminate the provision of the whole or any part of the LUL Exclusive Station Services (*if any*) by giving to [] notice of termination not less than three months prior to the date of such termination, and termination shall take effect on the expiry of such notice.
- 4.2 Subject to Clause 4.3, upon termination of the whole or any part of the LUL Exclusive Station Services resulting from the service of a notice pursuant to Clause 4.1 above, LUL undertakes to reimburse [] promptly for all reasonable costs, expenses and claims suffered or incurred by [] as a result of such termination, provided that reasonable proof is provided by [] of any such costs, loss or claims. In the event of any claim being made against [] in respect of any matter referred to in this Clause 4, LUL shall be notified promptly thereof and shall have the right at its own expense to conduct all negotiations for the settlement of the same and all proceedings in the name of [] in any litigation that may arise therefrom (to the extent the same relates to the Station) provided always that [] shall be consulted on and shall agree with (such agreement not being unreasonably withheld or delayed) such negotiations for settlement and any proceedings carried out by LUL in [] name. [] shall not, unless agreed with LUL make any admission which might be prejudicial thereto, [] will, at the request of LUL, afford all available assistance for the purpose of contesting any such claim.

4.3 Subject to Clauses 4.3.1, 4.3.2 and 4.3.3 below, LUL shall indemnify [] and keep it indemnified from and against all costs, liabilities and expenses reasonably and properly incurred by [] in terminating the contracts of employment of such of its employees as are directly engaged in the provision of the LUL Exclusive Station Services as at the date of termination of the provision of the whole or any part of the same and if and to the extent that such termination occurs as a direct result of the termination by LUL of the provision of the whole or any part of the LUL Exclusive Station Services provided that:

4.3.1 [] shall use all reasonable endeavours to redeploy all such employees to suitable alternative employment within its business.

4.3.2 this indemnity shall only apply:

- (a) to such costs, liabilities and expenses in relation to contracts of employment terminated by [] where [] has given the minimum notice legally required to terminate such contracts within six months of the date of termination of the provision of the whole or any part of the LUL Exclusive Station Services; and
- (b) in respect of a fair and equitable proportion of such costs, liabilities and expenses having due regard to the number of persons (including []) for whom the relevant employee is performing services at the date of termination of the provision of the whole or any part of the LUL Exclusive Station Services and the relative extent of those services in each case; and

4.3.3 this indemnity shall not apply in respect of:

- (a) redundancy payments if and to the extent that such liability exceeds the Redundancy Liability adjusted to reflect any change in the Retail Price Index since the date of this Agreement;
- (b) any liability for unfair or wrongful dismissal otherwise than in respect of redundancy;
- (c) any Redundancy Liability paid by [] to the employees to be made redundant to the extent that such payment exceeds the statutory redundancy payments due to those employees at the date of the redundancy; and

- (d) any Redundancy Liability paid by [] or due to be paid by [] to the employees as a result of the termination of the LUL Exclusive Station Services prior to the date of this Agreement.

- 4.4 For the purpose of this Clause 4 "Redundancy Liability" means the liability for redundancy that would be payable by [] to the employees to be made redundant as a result of the termination of the LUL Exclusive Station Services.
- 4.5 [] shall as soon as reasonably practicable after service of notice of termination of the LUL Exclusive Station Services pursuant to Clause 4.1 above, provide to LUL details of the Redundancy Liability paid by [] as a result of any termination provided for in such notice.
- 4.6 The LUL Exclusive Station Services relating to the services provided in the Gating Agreement shall be varied and terminated in accordance with the provisions of the Gating Agreement and the preceding provisions of this clause 4 shall not apply in respect thereof.

5. CHARGES

- 5.1 In consideration of the provision by [] of the Common Station Amenities, the Common Station Services and the LUL Exclusive Station Services (if any), LUL shall pay to [] the LUL Common Charges, the LUL Exclusive Charges and the LUL Long Term Charge in each case in accordance with this Clause 5 or such revised sums as may be substituted therefore in accordance with this Agreement from time to time.
- 5.2 The charges referred to in Clause 5.1 shall be paid by LUL by four weekly instalments in arrears, which shall, as far as practicable, be in an equal amount for each instalment. Such payments shall be made not later than 30 days after the end of the four week period in question or receipt of an invoice for such charges from [] (whichever is the later).
- 5.3 All charges referred to in Clause 5.1 shall be paid free and clear of any deduction or withholding save only as may be required by law or in respect of any set-off in respect of the sum due and certain arising out of this Agreement.
- 5.4 In the event of late payment of any amount, either party shall be entitled to charge interest at 2% above the annual base lending rate of National Westminster Bank Plc from time to time from the due date until the date of actual payment.
- 5.5 All payments shall be in pounds sterling (or, if that currency is replaced in the then lawful currency of the United Kingdom) and shall

be made by the electronic Bank Automated System (BACS) unless agreed otherwise in writing between the parties. The cost of making such payments shall be at the expense of LUL.

- 5.6 Unless otherwise provided, all charges under this Agreement are stated exclusive of Value Added Tax which tax shall be paid at the rate and in the manner provided by law.

6. STATION MEETINGS

- 6.1 The parties shall be represented at regular meetings (no less frequently than quarterly) by representatives of an appropriately senior level to discuss:

6.1.1 the manner in which the Station is being operated by[]
for customers of either party using railway passenger train
services; and

6.1.2 any suggestions for improvements that may be made to services
provided and amenities available at the Station due regard being
had to the transport needs for the time being of Greater London
and the efficiency, economy and safety of the Users' railway
passenger services.

7. STRUCTURAL REPAIR AND MAINTENANCE

- 7.1 [] shall maintain, repair and where appropriate renew all parts of the Station (or to the extent that the same is an obligation of Network Rail under the terms of the Station Lease, will use reasonable endeavours to procure such to be undertaken) including all floors, walls, drains, foundations, exterior and roofs and all equipment, fixtures and fittings at the Station to a reasonable standard having regard to the age and condition of the fabric and structures of the Station. In particular, [] will carry out any drainage or works relating to maintenance repair or renewal as may be required by any statutory provision (or to the extent that the same is an obligation of Network Rail under the terms of the Station Lease will use reasonable endeavour to procure that such works are carried out).

- 7.2 [] warrants (or to the extent that the works are commissioned and/or undertaken at the behest and/or under the control of Network Rail under the terms of the Station Lease, will use reasonable endeavours to procure) that all maintenance, repair, reinstatement and development works in respect of the Station will be designed and engineered with all the care, skill and diligence to be expected of appropriately qualified and experienced professional designers, engineers or builders.

7.3 In carrying out its obligations under this Clause 7, [] will use its reasonable endeavours to limit any disruption to the use of the Station by LUL and will use its reasonable endeavours to carry out any repairs under clause 7.1 as soon as reasonably practicable.

7.4 [] shall be entitled without payment of compensation to restrict, suspend or alter any rights granted pursuant to this Agreement if and to the extent that it is necessary to:

7.4.1 permit the carrying out of any works associated with this Clause 7;

7.4.2 safeguard the safety and security of persons or property in any event that [] acting in good faith deems to be an emergency or potential emergency;

7.4.3 permit any action to prevent, mitigate or remedy any Environmental Condition; and

7.4.4 comply with the direction of any Competent Authority or any authority having the power to require [] to act upon their instruction or as a result of a change in law.

7.5 LUL shall use reasonable endeavours to consult with LUL in respect of the matters referred to in Clause 7 above.

7.6 [] shall also under this clause 7 be entitled without payment of compensation to close the station, amenities and services (in whole or in part) for specific projects as listed in schedule 9 and such other developments and railway infrastructure improvements as [] shall decide in its absolute discretion provided that [] shall use all reasonable measures to minimise any disruption.

8. LIMITATION OF LIABILITY

8.1 Subject to the following provisions of this Clause 8 the provisions of CAHA shall apply to this Agreement.

8.2 Neither party shall have any liability to the other in respect of any economic loss (including without limitation, fare revenue, charter claims, subsidy, access charges or incentive payments) in connection with the subject matter of this Agreement caused to it by the other party whether such liability would otherwise be in contract or in tort save to the extent provided for in this Clause 8.

8.3 Neither party shall be responsible for any failure to fulfil its obligations under this Agreement if and to the extent that such failure shall be caused directly or indirectly by reason of Force Majeure which makes it impossible or impracticable for that party to comply with such obligations. A party affected by Force Majeure shall use all reasonable

endeavours to minimise the effects of that Force Majeure upon the performance of its obligations under this Agreement.

- 8.4 As soon as reasonably practicable after the commencement of the Force Majeure, the party affected by the Force Majeure shall notify the other party of the occurrence of the Force Majeure, the date of commencement of the Force Majeure and the effects of the Force Majeure on its ability to perform its obligations under this Agreement. As soon as reasonably practicable after the cessation of the Force Majeure, the party affected by the Force Majeure shall notify the other party of the cessation of the Force Majeure and resume performance of all its obligations under this Agreement.
- 8.5 For the purposes of this Agreement a "Force Majeure" shall be deemed to occur if and to the extent that there occurs any event or circumstances or any combination of events or circumstances beyond the reasonable control of a party to this Agreement which is either unforeseeable, or if foreseeable could not have been avoided by any reasonable means. Without prejudice to that generality, "Force Majeure" shall include war damage, enemy action, terrorism, the act of any government or government instrumentality, riot, civil commotion, rebellion, storm, tempest, fire, flood, act of God, the closure of the Station by the HSE on the grounds of health and safety, industry wide strike or any industry wide industrial action by employees of any person other than the party claiming the benefit of the Force Majeure.
- 8.6 This Clause 8 shall not affect the parties' liability in respect of personal injury death or damage to property.
- 8.7 In the event of closure of the Station by reason of Force Majeure, LUL shall:
- (a) in respect of each full day of closure, abate the amount of charges that would have been payable by [] pro rata on a daily basis for each full day the Station is closed.
 - (b) in respect of closures of less than 1 day, abate the amount of charges that would have been payable by [] pro rata in respect of each hour of closure or part thereof the Station is closed.

The closure of the Station for less than 1 hour shall not be subject to the abatement of any charges.

9. INSPECTION OF STATION SERVICES

- 9.1 [] and LUL shall carry out joint inspections of the Station at intervals of not less than 6 months each. Each inspection shall assess the standards of provision of all the Common Station Services and the

Common Station Amenities and the LUL Exclusive Station Services (if any) by reference to the parties mutually agreed standards of performance and condition having regard to:

- 9.1.1 any of the matters referred to in Clause 6 hereof which maybe acted upon by [];
- 9.1.2 the reasonable expectations and satisfaction of the customers of each party using the Station; and
- 9.1.3 the age and condition of the fabric and the structures of the Station.

9.2 If on the occasion of any joint inspection the standards of performance fall below standards prescribed by this Agreement having regard to the matters in Clauses 9.1.1 to 9.1.3, then [] will take action within 28 days to remedy the decline in the standards of performance. Further joint inspection may be carried out at the end of that 28 day period so as to check compliance with the prescribed standards of performance and condition.

9.3 In the event of dispute between [] and LUL as to the performance standards in respect of the Common Station Services or the Common Station Amenities or the LUL Exclusive Station Services (if any), the matter will be determined by a conciliator appointed in accordance with the Conciliation Procedure.

10. REVENUE PROTECTION

Subject to the terms of the Travelcard Agreement and the Through Ticketing (Non-Travelcard) Agreement unless agreed otherwise:

- 10.1 The Party carrying out the exercise will retain 100% of the ticket revenue earned as a consequence of any revenue protection activity at the Station.
- 10.2 Joint revenue protection exercises with LUL and/or the other Users shall be held by mutual agreement, such agreement not to be unreasonably withheld or delayed. LUL and/or the other Users shall not be entitled to undertake revenue protection exercises at the Station on any basis other than a joint exercise with []. [] accepts that from time to time LUL revenue inspectors will arrive on LUL trains and will follow customers through the Station.

11. SAFETY AND ENVIRONMENTAL OBLIGATIONS

- 11.1 The parties to this Agreement shall perform all the obligations under this Agreement in a manner which ensures the safety of both parties' employees, agents, sub-contractors, customers, other invitees and any

other person to whom LUL and [] may owe any duty of care or other responsibility in relation to the station and the subject matter of this Agreement. Without prejudice to the foregoing each party agrees to comply with any reasonable request of the other in respect of the safety of the other's operations to:

- 11.1.1 deal with an emergency;
 - 11.1.2 comply with its Safety and Environmental Obligations;
 - 11.1.3 maintain security in relation to persons and property; or
 - 11.1.4 comply with the directions of any Competent Authority so long as compliance by LUL shall not cause it to breach any pre existing agreement with any third party or any of TfL's and/or LUL's statutory duties under the London Regional Transport Act 1984 (as amended).
- 11.2 Each party shall supply to the other party prior to the Commencement Date and thereafter in accordance with Clause 11.3 a copy of its Safety Case relevant to this Agreement which shall have been accepted by all relevant authorities.
- 11.3 In addition to supplying the other party with a copy of its Safety Case relevant to this Agreement, each party shall supply to the other party prior to the Commencement Date and thereafter:
- 11.3.1 written details of all material alterations insofar as these apply to the Station;
 - 11.3.2 a copy of all operational and safety and environmental related instructions insofar as they relate to this Agreement issued to either party's employees, agents and sub-contractors insofar as these relate to the Station; and
 - 11.3.3 information relating to incident/accident data and details of any associated safety audits insofar as these apply to the Station.
- 11.4 Without limitation to the generality of Clause 11.1, each party shall comply with all legislative requirements relating to the safety of their respective operations and to the health and safety of their respective employees, agents and sub-contractors at the Station to the extent that these apply to the provisions of this Agreement including without limitation the Health and Safety at Work etc., Act 1974 and attendant regulations, the Transport and Works Act 1992, the Fire Precautions Act 1971 (including the regulations made under Section 12 called the Fire Precautions (Sub-Surface Railway Stations) Regulations, and guidance notes in relation thereto and shall also comply with any bylaws, general railway legislation and other general statutory regulations to the extent that these apply to the provision of services relating to the Station covered by this Agreement.

- 11.5 Each party shall at all times comply with their respective Safety Case insofar as it relates to the Station and supporting documentation.
- 11.6 Each party shall be entitled to audit the other party's working practices and, procedures to ensure compliance with this Clause 11 and in particular the Safety Case referred to in Clause 11.2. The party carrying out the audit shall be responsible for its own cost and expenses in relation to it.
- 11.7 Should LUL discover or suspect that any land, building, structure or service for which it has permission to use or access under this Agreement has an Environmental Condition then LUL shall notify [] immediately in writing.

12. TICKET SELLING FACILITY

- 12.1 [] shall provide a facility in accordance with the specification set out in Schedule 7 for selling such LUL ticket products as may be agreed between the parties from time to time and for such ticket products as set out in the Travelcard Agreement and the Through Ticketing (Non-Travelcard) Agreement.
- 12.2 [] shall be remunerated for the provision of this facility in accordance with the Travelcard Agreement and the Through Ticketing (Non-Travelcard) Agreement. Any sums payable to [] under those ticketing agreements shall be paid in accordance with those agreements and shall not form any part of the calculations or apportionment of the LUL Common Charges or any other charges which are the subject of this Agreement.

13. TRAIN COUNTS

- 13.1 At least six weeks prior to the introduction of a revised passenger timetable pursuant to which LUL's train services are to be operated, LUL shall advise [] of the number of trains which are scheduled to depart from the Station pursuant to such timetable and the date from which such revised timetable is to take effect.
- 13.2 In the event that the number of trains forming the LUL Departures increases or decreases by 15% or more and/or the number of trains forming the LUL Departures increases or decreases by 15% or more, then the LUL Common Charges and the LUL Long Term Charge shall be varied proportionately to reflect any such increase or decrease. PROVIDED THAT this provision shall not apply to changes that result from temporary timetabling revisions to accommodate blockades, emergency or other temporary situations.

14. ABATEMENTS

- 14.1 In the event that the entire Station is closed for any reason other than Force Majeure or following agreement with LUL during normal opening hours for more than 30 minutes, [] shall abate the LUL Common Charges, the LUL Exclusive Charges (if any) and the LUL Long Term Charge by 100% of the value of the said charges on a prorata basis based upon opening hours for any such period of closure to the nearest 30 minutes.
- 14.2 In the event that only a part of the Station is closed or the Common Station Services, and/or the Common Station Amenities and/or the LUL Exclusive Station Services are not available or are only partially available for any reason other than Force Majeure or following agreement with LUL, [] abatement of the LUL Common Charges, the LUL Exclusive Charges (if any) and the LUL Long Term Charge shall be as agreed between the parties and shall be commensurate with those parts of the Station, the Common Station Services and/or the Common Station Amenities and/or the LUL Exclusive Station Services that are not available or not provided.

15. GENERAL

15.1 Assignment

This Agreement shall be binding on and enure to the benefit of the parties, their successors and permitted assigns or assignees provided that:

15.1.1 [] may not assign or transfer all or any part of its rights or obligations under this Agreement:

- (a) without the prior written consent of LUL (provided that such consent shall not be unreasonably withheld or delayed) and unless the DFT has given prior approval to the assignment; or
- (b) unless such assignment is required by law.
- (c) unless the assignment is required by the DFT in exercising its step-in rights to take on the obligations of [] either during the Current or New Franchise (as appropriate).

15.1.2 LUL may not assign or transfer all or any part of its rights or obligations under this Agreement:

- (a) without the prior written consent of [] (provided that such consent shall not be unreasonably withheld or delayed); or

- (b) unless that assignment is required for the transfer of all or part of LUL's undertaking pursuant to arrangements known as HM Government's Public Private Partnership or Private Finance Initiative (PFFs); or
- (c) unless that assignment is required for the transfer of all or part of LUL's undertaking to any public body; or
- (d) unless that assignment or transfer is required by law.

15.2 Sub-contractors

15.2.1 [] may subcontract the performance of any of its obligations under this Agreement.

15.2.2 Nothing in this Clause 15 shall operate so as to relieve [] of its obligations under this Agreement and [] shall remain responsible for the acts and omissions of any of its sub contractors as if they were the acts and omissions of [].

16. NOTICES AND COMMUNICATIONS

16.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered by hand or recorded delivery or sent by pre-paid first class post or by facsimile (or by electronic mail ("email") for any communication not purporting to terminate this Agreement) to the other party on whom the notice is to be served at its address(es) set out in Paragraph i 1 of Schedule 1 or to such other address in the United Kingdom as that party may specify by notice to the other party to this Agreement from time to time.

16.2 Any such notice or other communication shall be or shall be deemed to have been received by the party to whom it is addressed as follows:

16.2.1 if sent by hand or recorded delivery when so delivered or in the case of pre-paid first class post two days after posting; and

16.2.2 if sent by facsimile upon sending (where such transmission occurs before 1600 hours on the day of transmission) and providing this is a Business Day and (in any other case) on the Business Day following the day of transmission provided that the sender obtains and if required to do so by the person to whom the notice is alleged to have been sent produces confirmation of uninterrupted transmission by a transmission report generated by the facsimile machine in question or other sufficient evidence of transmission.

16.2.3 if sent by email upon the next Business Day after despatch.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing law

This Agreement shall be governed by and construed in accordance with English law.

17.2 Jurisdiction

The courts of England shall have exclusive jurisdiction in relation to this Agreement.

18. DISPUTES

18.1 In the event of any difference or dispute between [] and LUL arising out of this Agreement, either party may prior to the expiry of any statutory limitation period and commencement of any court proceedings in respect of any such difference or dispute give notice in writing (hereinafter called a "Notice to Refer") to the other requesting the difference or dispute to be considered under the Conciliation Procedure as set out in Schedule 8 to this Agreement. If the other party agrees, the dispute shall thereafter be referred and considered in accordance with the said Conciliation Procedure.

18.2 If the conciliator appointed under paragraph 2 of the Conciliation Procedure shall fail to make a recommendation within a period of 90 days from the Notice to Refer or if either of the parties is dissatisfied with the conciliator's recommendation, then and in either case either party may commence court proceedings in relation to the dispute.

19. CONFIDENTIALITY

19.1 Save as provided in Clause 19.2, neither party shall disclose this Agreement or any information received from the other under or pursuant to this Agreement to any third party. This provision shall survive the expiry or termination of this Agreement howsoever that may occur.

19.2 Either party shall be entitled in good faith to disclose any data or information to which Clause 19.1 applies without the approval of the other party to the following third parties and, where relevant, in the following circumstances:

19.2.1 to TfL;

19.2.2 to the Secretary of State;

- 19.2.3 to the Regulator;
- 19.2.4 the DFT;
- 19.2.5 to Her Majesty's Railway Inspectorate;
- 19.2.6 to the HSE;
- 19.2.7 to any officer or employee of the party in question or any person engaged in the provision of goods or services to or for him if disclosure is necessary or expedient to enable the party in question to perform its obligations under this Agreement or to enforce its rights under this Agreement, upon obtaining an undertaking of strict confidentiality from any such person who is not an officer or employee of the party in question;
- 19.2.8 to any lender, security trustee, bank or other financial institution from whom either party is seeking or obtaining finance, upon obtaining an undertaking of strict confidentiality from such entity or advisers;
- 19.2.9 to any professional advisers or consultants of each party or any of the foregoing persons and acting in that capacity, upon obtaining an undertaking of strict confidentiality from such advisers or consultants;
- 19.2.10 in connection with the LUL project known as the Public Private Partnership (PPP) and announced by the Deputy Prime Minister on 20 March 1998, to the infrastructure maintenance companies and respective professional advisers (including lawyers, auditors, accountants and technical consultants) and LUL's professional advisers (including lawyers, auditors, accountants and technical consultants) or any or its employees or agents or Her Majesty's Government; or in connection with the LUL Private Finance Initiative projects known as Connect, Power and Prestige and such other Private Finance Initiative projects that may be undertaken by LUL;
- 19.2.11 to the extent that it has become available to the public other than as a result of any breach of the obligation of confidence contained in Clause 19.1; or
- 19.2.12 to the extent that such disclosure is required by law or order of any court authority or tribunal having competent jurisdiction.

20. RIGHTS OF THIRD PARTIES

For the avoidance of doubt any other person who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. INDEMNITY

[] warrants to LUL that it has the ability to enter into this Agreement on the terms stated herein and [] shall indemnify LUL on a full indemnity basis from and against all expense, liability, loss and claims whatsoever resulting from the failure of [] to obtain any consents necessary from Network Rail as are required to enter into this Agreement in accordance with the terms of the Station Lease or for any other breach of the Station Lease.

IN WITNESS whereof LUL and [] have entered into this Agreement on the date first above written

SIGNED BY

duly authorised for and on

behalf of LONDON

UNDERGROUND LIMITED

SIGNED BY

duly authorised for and on

behalf of []

Schedule 1

Contract Particulars

1. []

Name:

Registered Office:

2. LUL

Name:

LONDON UNDERGROUND
LIMITED

Registered Office:

55 Broadway
LONDON SW1H OBD

3. Commencement Date:

4. Expiry Date:

5. Franchise End Date: [] or such extended date
as may be agreed between the DFT
and[]

6. Station:

The station of which [] is the lessee and operator and situated adjacent to and
through which access is obtained to the LUL Ealing Broadway Station.

Station Name:

Ealing Broadway

Address/location:

Haven Green

Ealing

London W5

7. Station Lease

Date:

Parties

Term

8. Ticketing Agreements

(a) Travelcard Agreement:

An agreement dated 15 October 1995 made between the Operators and
London Regional Transport entitled "Travelcard Agreement" and made
pursuant to the ATOC LRT Scheme adopted on 13 July 1995 which entered
into effect between its participants on 23 July 1995.

(b) Through Ticketing (Non-Travelcard) Agreement:

An agreement dated March 1994 made between the British Railways Board and London Regional Transport entitled "Through Ticketing (Non Travelcard) Agreement" made pursuant to the provisions of the London Regional Transport Act 1984.

9. Claims Allocation and Handling Agreement (CAHA)

An agreement entered into on 1 April 1994 (as amended) to which []
[] amongst others, is a party providing for (inter alia) the allocation and handling of
third party claims against railway industry participants.

10. LUL proportions:

The LUL Common Charges Proportion is []

The LUL Long Term Charge Proportion is []

11. Notices and Other Communications

(a) Address of LUL for the service of notices is:

London Underground Limited
14th Floor, Windsor House
42-50 Victoria Street
London
SW1H 0TL

Tel:- 0207 941 4115

Fax:- 0207 941 4748

Email:

Company Registration Number: 1900907

All written notices may be marked "URGENT: Attention The Company Secretary" and in similar terms and copied to:

The National Rail Agreements Manager
London Underground Limited
11th Floor, Albany House
55 Broadway
London
SW1H 0BD

Tel: 0207 918 4708

Fax: 0207 918 4450

Email:

Performance Manager National Rail Agreements (Stations)
London Underground Limited
11th Floor Albany House
55 Broadway
London
SW1H 0BD

Tel: 020 7918 1893

Fax: 020 7918 1966

(b) Address of [] for the service of notices is:

Company Registration Number: []

All written notices may be marked "URGENT: Attention The Company Secretary"

Schedule 2

Common Station Amenities and Common Station Services

1. Common Station Amenities shared by LUL with [1.

To the extent they exist at the Commencement Date or are to be provided at an agreed date during the term of this Agreement, and subject to any additional amenities being agreed between the parties from time to time:

- 1.1 all forecourts, concourses, overbridges, lifts, stairs and other parts of the Station necessary or expedient to enable access to and egress from the Common Station Area and access to, egress from and the use of the amenities listed in Paragraphs 1.2 to 1.16 inclusive;
- 1.2 staff amenities for the non-exclusive use of each User's staff and the staff of its Associates (other than passengers) and any person engaged by a User or any of its Associates (other than passengers);
- 1.3 "Prestige" gates located in the Station booking hall (in accordance with the terms of the Gating Agreement and subject to any amendments that may be agreed to that agreement;
- 1.4 first aid amenities available in the Common Station Area (where set out and to the standard set out by the Safety Case relating to the Station);
- 1.5 fire detection, fire alarm and fire fighting equipment and other safety equipment reasonably considered by [] to be necessary for the safe operation of the Station (and to the standard set out by the Safety Case relating to the Station or such other standards as required by a relevant Competent Authority);
- 1.6 machinery and equipment necessary for the proper use of the amenities, subject to any restrictions which [] may reasonably consider appropriate and notify to LUL, having regard to the nature or condition of such machinery;
- 1.7 public toilets;
- 1.8 waiting rooms;
- 1.9 minimum of one public and one emergency telephone;
- 1.10 one set of fixed timetable departure boards at the Station for use by LUL to advertise the departure times of its railway passenger services from the LUL Baling Broadway Station platforms, and a reasonable number of boards for the display of the statutory, compulsory and other notices including but not limited to customer information supplied by LUL;
- 1.11 the provision of no less than 2 permanent poster sites at the Station for use by LUL (one for use as a leaflet rack and one as a journey planner);

- 1.12 a reasonable number of moveable boards for use by LUL to inform its customers of any alteration to train timetables or movements, Common Station Amenities or the Common Station Services or the LUL Exclusive Station Services, which cannot be effectively communicated by the use of any available electronic passenger information systems;
 - 1.13 up-to-date appropriate directional signing maintained in good condition to facilitate railway passengers movement and emergency exit with reasonable prominence and clarity;
 - 1.14 a public address system, which is clearly audible throughout the Common Station Area if already in place and working;
 - 1.15 public clock on a minimum of the platforms and concourses (if already situated and operational);
 - 1.16 the areas open to the public adjacent to or adjoining the ticket office.
 - 1.17 customer help points (if any)
2. Common Station Services shared by [] with LUL
- 2.1 cleaning of the Common Station Area in accordance with the specification set out at Appendix 1 to this Schedule 2;
 - 2.2 heating and ventilation of the Common Station Area to such temperatures as [] reasonably determines and securing the provision of adequate quantities of hot water to the appropriate Common Station Amenities;
 - 2.3 proper lighting of the Common Station Area to be repaired and maintained in a timely manner to a standard which is at least as good as the standard at the Commencement Date and in any case shall meet the requirements of all relevant safety obligations with special regard to slip and trip hazards;
 - 2.4 display of the notices provided by LUL which shall be provided in a timely manner;
 - 2.5 the provision of a reasonable number of competent and appropriately trained staff, wearing uniforms maintained in good condition and including a name badge to provide reasonable customer services and assistance to passengers (including assistance for disabled passengers consistent with [] Disabled Persons' Protection Policies) in relation to the boarding and alighting from trains. Such staff will be visible and aware of [], LUL's and each other User's services (if any) to and from the Station and the LUL Ealing Broadway Station and of the locations on [], LUL's and each other User's routes (if any) at which principle connections are made;
 - 2.6 the display of timetable departure sheets updated to reflect changes to timetable services (subject to receipt by [] of up to date timetable information) which show the times of the railway passenger services operated by [], LUL and other Users departing from the Station or the LUL Ealing Broadway Station and the times of the railway passenger services operated by other Users departing from the [] platforms;

- 2.7 the display of emergency or temporary notices;
- 2.8 display of information as to the availability of tickets for travel on all railway passenger services operated by [] at the [] platforms and by LUL at the LUL Ealing Broadway Station and details of where they may be purchased;
- 2.9 display of information as shall be locally agreed (including the display of relevant information regarding LUL passenger complaints);
- 2.10 communication to passengers of such up-to-date train running information as is available to or has been ascertained by [] relating to all railway passenger services operated by the Users and LUL from the respective stations;
- 2.11 the display (where possible) by [] of LUL service information on customer information screens throughout the Station at times of disruption;
- 2.12 liaison with the relevant authority to ensure, as far as reasonably practicable, that access to the Station and the LUL Ealing Broadway Station is signposted from all the main access routes for both motorists and pedestrians, and that all signs are clear and unambiguous and include the national railway symbol known as the double arrow symbol and the LUL roundel logo;
- 2.13 provision of a briefing system for [] Station staff which includes:
- (a) briefing on the requirements of this Schedule 2;
 - (b) prompt circulation to []' and each other User's staff newsletter, or other briefing material supplied by LUL and each User;
 - (c) opportunity for LUL to be briefed by [] local manager on the working of this Agreement.
- 2.14 organising of regular contract review meetings between []' and LUL's authorised representatives on a three monthly basis or at such frequency as may be agreed between [] and LUL and thereafter prompt provision of formal minutes of the contract review meetings to LUL;
- 2.15 provision of or access to the following for LUL, relative to the Station upon request by LUL:
- (a) the safety policy for the Station;
 - (b) relevant information from []'s Safety Case including risk assessments for station activities;
 - (c) the Station evacuation arrangements;
 - (d) access to records of all accidents (both staff and public) at the Station and to accident investigation reports;

- (e) three-monthly statutory health and safety/fire planned inspection reports of the Station;
- (f) additional self/joint/external safety inspection reports for the Station;
- (g) customer service information;

- 2.16 prompt forwarding not more than five Business Days after receipt by []'s customer services department to LUL's representative (as notified to []} of any customers' letters received relating to the passenger services of LUL. [] shall not in any correspondence relating to the customers' letters acknowledge or admit to any liability on the part of LUL to any matters raised in the letters;
- 2.17 co-ordination and documentation, as soon as possible after the Commencement Date, of any emergency preparedness plan in consultation with LUL, to respond to any major passenger train running incident in the vicinity of the Station, in which customers or staff are believed to have been killed or injured; and
- 2.18 such policing as may be required by statute and such security measures as [] reasonably considers are necessary.
- 2.19 the provision of a service for the storage and documenting of lost property

3. Station Opening

Except on Christmas Day (times to be agreed locally) the Station shall be accessible by the staff of LUL, its Associates (other than passengers) and contractors with keys provided for the purpose by [] as appropriate for the following hours:

24 hours daily

and to the public for the following hours: TO

BE CONFIRMED

provided that the following amenities shall be open for the periods indicated below: The public toilets:

TO BE CONFIRMED

4. The Plan

The Station Agreement Common Area Plan (drawing number E1301) dated 18 January 2002 showing the Common Station Area as at the Commencement Date is attached to this Schedule as Appendix 2.

A endix 1 -to Schedule 2

Cleaning Specification of Common Station Areas

To ensure that the provisions of the Environmental Protection Act 1990 are met at all times and that the following requirements are generally met:

Concourse and Public Areas (excluding Platforms):

Floor areas to be free from litter, foreign substances (e.g. chewing gum and stickers) and kept clear.

Liquid spillages to be cleared promptly and in any event within an hour of discovery. Ledges up to 6 foot from floor be clean and dust free.

Terrazzo floors (where applicable) to be machine cleaned out of peak hours.

Seating areas to be free from litter and kept clear.

Seats to be clean and free from foreign substances (e.g. chewing gum and stickers).

Customer Ticket Machines (where applicable):

To be clean and free from unauthorised stickers and graffiti.

Booking Office Areas (where applicable):

Booking office windows and customer side ledges to be clean, free from stickers, graffiti and dust.

Floor area to be free from litter and kept clear.

Non Commercial Notice Boards:

Poster boards to be clean and free from unauthorised stickers and graffiti.

Footbridges (where applicable):

Lights to be clean.

Floor areas to be free from litter, foreign substances (e.g. chewing gum and stickers) and kept clear.

Liquid spillages to be cleared promptly and in any event within an hour of discovery.

Stairs to be free from litter, handrails to be clean and free from grease and foreign substances (e.g. chewing gum and stickers).

Walls to be clean and free of unauthorised stickers and graffiti.

Customer Information Services (where applicable):

Screens to be clean and kept clear.

Public Toilets (where applicable):

Floor and skirting areas to be clean.

Toilets and urinals to be clean and as far as reasonably practicable free of unpleasant odours giving due regard to the age and condition of the toilets.

Hand-drying machine facilities to be kept in working order.

Where hand-drying machine facilities are not available, paper or roller towels to be available.

Toilet rolls to be available in each cubicle.

Liquid spillages to be cleared promptly and in any event within an hour of discovery.

Liquid soap or block soap to be available.

Cubicle doors to be clean and free of unauthorised stickers and graffiti. Ledges up to

Eft from floor level to be clean and free from dust.

Painted walls or tiles to be clean and free from unauthorised stickers and graffiti. Wash

basins to be clean and free from soap and foreign objects.

Where sited, ladies sanitary machines and condom machines to be filled and kept free from unauthorised stickers and graffiti.

Waiting Rooms (where applicable):

Floors to be swept, carpets vacuum cleaned and kept free from foreign substances (e.g. chewing gum and stickers).

Walls to be clean and free from unauthorised stickers and graffiti.

Liquid spillages to be cleaned promptly and in any event within one hour of discovery.

Seating - non fabric - to be clean and free from foreign substances (e.g. chewing gum and stickers).

Seating - fabric - to be vacuum cleaned or brushed and free from foreign substances (e.g. chewing gum and stickers).

Windows and ledges to be clean and dust free.

Wall hangings - (e.g. poster boards, pictures etc) to be clean and dust free.

Platforms (where applicable)

Surfaces to be free from litter and foreign substances (e.g. chewing gum and stickers).

Seating to be clean and free from foreign substances (e.g. chewing gum and stickers). Liquid spillages to be cleared promptly and in any event within one hour of discovery. Column and window ledges to be free from litter.

Walls to be free from unauthorised stickers and graffiti.

Non commercial poster boards to be clean and free from unauthorised stickers and graffiti.

Gate Line (where applicable):

To be clean and free from dust, unauthorised stickers, graffiti and foreign substances (e.g. chewing gum).

Miscellaneous (where applicable): Litter

bins not to be full or overflowing.

Directional signs to be regularly wiped down and free from unauthorised stickers and graffiti.

Free standing poster boards to be clear and free from foreign substances (e.g. chewing gum and stickers) and graffiti.

Leaflet racks to be clean and free from unauthorised stickers and graffiti. Bike parks to be kept clean and free from unauthorised stickers and graffiti. Vending machines to be kept clean and free from unauthorised stickers and graffiti. Public telephones to be kept clean and free from unauthorised stickers and graffiti. Builders hoardings to be clean sturdy and free from unauthorised stickers and graffiti.

Appendix 2 to Schedule 2

The Plan

(as attached)

L

Schedule 3

LUL Exclusive Station Services

The LUL Exclusive Station Services are those to be provided in accordance with the Gating Agreement and any other additional services to be provided from time to time exclusively to LUL and not shared with the other Users.

Appendix 1 to Schedule 3

Specifcation for the LUL Exclusive Station Services

NOT APPLICABLE

Schedule 4

LUL Common Charges

1. **"Where text has been omitted from the document this is because the Director General Rail has approved a request from GNER Limited for the text to be excluded in accordance with section 73(3) and 73(4) of the Railways Act 1993 as amended by the Railways Act 2005."**

2. For those years beyond 31 March 200[], the LUL Common Charges will be adjusted in each Financial Year by a factor which is calculated to allow for inflation, and these new LUL Common Charges shall become effective on [] April for each anniversary of this Agreement. LUL shall advise [] not less than 60 days prior to the adjustment of the LUL Common Charges of the revised charges provided that any increase in charges shall not be greater than the average percentage increase in the Retail Price Index for the preceding 12 months calculated to 31 November each year.
3. For each relevant year detailed above, [] will provide a comprehensive analysis of the LUL Common Charges, identifying individual costs by subject headings.
4. [] shall use all reasonable endeavours to minimise the costs of the operation of the Station:
 - (a) by paying the best effective price reasonably obtainable for or in respect of any goods or services, having regard to the efficient and economic operation of the Station by [];
 - (b) by obtaining competitive tenders whenever appropriate.

Schedule 5

LUL Exclusive Charges

1. **"Where text has been omitted from the document this is because the Director General Rail has approved a request from First Greate Western Limited for the text to be excluded in accordance with section 73(3) and 73(4) of the Railways Act 1993 as amended by the Railways Act 2005."**
2. For those years beyond 31 March 200[], the LUL Exclusive Charges will be adjusted in each Financial Year by a factor which is calculated to allow for inflation, and these new LUL Exclusive Charges shall become effective on [] April for each anniversary of this Agreement. [] shall advise LUL not less than 60 days prior to the adjustment of the LUL Exclusive Charges of the revised charges provided that ,any increase in charges shall not be greater than the average percentage increase in the Retail Price Index for the preceding 12 months calculated to 31 November each year.
3. For each relevant year detailed above, [] will provide a comprehensive analysis of the LUL Exclusive Charges, identifying individual costs by subject headings.
4. [] shall use all reasonable endeavours to minimise the costs of the operation of the Station:
 - (a) by paying the best effective price reasonably obtainable for or in respect of any goods or services, having regard to the efficient and economic operation of the Station by [];
 - (b) by obtaining competitive tenders whenever appropriate.

Schedule 6

LUL Long Term Charge

"Where text has been omitted from the document this is because the Director General Rail has approved a request from First Great Western Limited for the text to be excluded in accordance with section 73(3) and 73(4) of the Railways Act 1993 as amended by the Railways Act 2005."

2. For those years beyond 31 March 200[], the LUL Long Term Charge will be adjusted in each Financial Year by a factor which is calculated to allow for inflation, and these new LUL Long Term Charges shall become effective on [] April for each anniversary of this Agreement. [] shall advise LUL not less than 60 days prior to the adjustment of the LUL Long Term Charge of the revised charges provided that any increase in charges shall not be greater than the average percentage increase in the Retail Price Index for the preceding 12 months calculated to 31 November each year.

Schedule 7

Ticket Selling Facility - Specification

The following ticket selling facilities will be provided by [] to enable LUL customers to purchase tickets.

1. Ticket Office

- 1.1 The ticket office will be open for the sale of tickets during those hours referred to in Schedule 17 of the Ticketing and Settlement Agreement which relate to the Station.
- 1.2 If the ticket office is closed due to staff shortage, absence or any other reason and the PERTIS self-service machine is unavailable, [] will report this to LUL Control.

2. Self Service Ticket Machines

- 2.1 Except during maintenance, which should be done if possible at times which will minimise inconvenience to customers, all passenger operated ticket machines will remain switched on and fully operational to enable passengers to purchase tickets.
- 2.2 When the ticket office is closed but the Station is open for passengers, the PERTIS (Authority to Travel) machine will be switched on.

Schedule 8

Conciliation Procedure

These Rules apply to the conciliation of disputes referred by the parties to Conciliation under this Agreement. Words and expressions defined in the Agreement shall have the same meaning in these Rules.

Purpose

- 1.1 The Conciliation Procedure is intended to assist the parties to reach an equitable settlement of the dispute. These Rules regulate the conduct of the conciliation proceedings and have been drafted with a view to obtaining the conciliator's findings as economically and expeditiously as possible.

2. Appointment of Conciliator

- 2.1 Either party to the Agreement may give notice in writing ("Notice to Refer") to the other, requiring any dispute to be referred to a conciliator for his recommendation. The Notice to Refer shall include:
 - (a) the names of three persons as a conciliator; and
 - (b) a brief statement of the nature and facts of the dispute and the matters in issue, the quantum of the claim (if any) and the relief or remedy sought.
- 2.2 The party receiving the Notice to Refer shall, within 7 days after receipt of the notice, nominate one of the persons referred to in Rule 2.1 (a) as the conciliator, failing which, either party may request the President of the Law Society from time to time to appoint a conciliator. Any such request shall be accompanied by a copy of the Notice to Refer. The President of the Law Society from time to time shall appoint a conciliator (other than a person referred to in Rule 2.1(a)) within 10 days of receipt of the request.
- 2.3 Where the original appointee dies or becomes incapacitated or is for any reason disqualified from or incapable of proceeding, either party may apply to the President of the Law Society from time to time to appoint a substitute conciliator.

3. Procedure on Appointment

- 3.1 As soon as the conciliator has been appointed, the party giving Notice to Refer shall deliver to the conciliator:
 - (a) a copy of the Notice to Refer;
 - (b) particulars of the other party including its name, address and legal status;
 - (c) a copy of the contract documents;

- (d) a copy of any document referred to in any of the aforementioned documents;
- (e) the names, qualifications and status of the individuals who will represent the party during the conciliation proceedings; and
- (f) a statement of any matter upon which the parties may have already agreed in relation to the conduct of the conciliation proceedings or with respect to which the party requesting the conciliation may wish to make a proposal for narrowing or agreeing the issues in dispute.

3.2 As soon as the conciliator has been appointed, or in the case of a multi-party dispute, as soon as such a dispute has been referred to the conciliator, the other party receiving the Notice to Refer shall deliver to the conciliator:

- (a) the names, qualifications and status of the individuals who will represent him during the conciliation proceedings;
- (b) a statement of any matter upon which the parties may have already agreed in relation to the conduct of the conciliation proceedings or with respect of which the receiving party may wish to make a proposal for narrowing or agreeing the issues in dispute; and
- (c) a brief statement of case in reply to the statement made by the party requesting the conciliation (a copy of which shall be sent simultaneously to the requesting party).

4. Conduct of the Proceedings

4.1 The conciliation proceedings shall be held in London unless the conciliator and the parties otherwise agree. The proceedings shall be conducted in English.

4.2 The conciliator shall commence the conciliation as soon as possible after appointment, having regard to the extent of the information provided under Rule 3 and any additional information that may reasonably be required by the conciliator relating to the nature and facts of the dispute. The conciliator may collect such information in any way considered fit as to the nature and facts of the dispute and shall have power:

- (a) to fix limits within which the parties' statement of case, statement of agreed facts, relevant documents and other evidence should be submitted to the conciliator and between the parties;
- (b) to require any of the parties to clarify any point in its statement of case or reply;
- (c) to require any of the parties to provide further evidence and/or **information**;
- (d) to require any of the parties to make further submissions and replies;

- (e) to visit the site of the subject matter of the dispute (if applicable);
- (f) to call upon the assistance of an independent expert;
- (g) to seek legal or other advice.

4.3 If the conciliator makes any request of either party pursuant to Rule 4.2, the parties shall answer the request and provide such documents, particulars and information as may be required without delay and within any time limits imposed by the conciliator.

4.4 The conciliator may at any time convene meetings with the parties, either separately or jointly, with a view to expediting the conduct of the conciliation, hearing submissions, taking evidence and examining the parties and any witnesses orally. The conciliator shall not be bound by legal rules of evidence or by any other rules of procedure other than these Rules and shall have power to adjourn the meeting to a day and time to be fixed by the conciliator.

4.5 The parties shall in good faith co-operate with the conciliator and comply with any requests or directions made by the conciliator in relation to the conduct of the proceedings.

5. Preliminary Findings

The conciliator may at any stage of the proceedings, either voluntarily or at the request of either party, express a preliminary view of the dispute and give preliminary findings.

6. The Conciliator's Recommendation

6.1 The conciliator shall use reasonable endeavours to reach a determination and make a recommendation for settling the dispute within 45 days of the date of appointment (or within such extended time as the parties and the conciliator may agree). Determination and recommendation shall be in writing and, where the conciliator considers it appropriate, may in a separate document, give written opinion (with reasons) on the matter in dispute or any aspects of the dispute.

6.2 Where settlement is reached, whether by the parties themselves or as a result of the conciliator's findings and recommendation, the parties shall draw up a legally binding settlement or request the conciliator to do so on their behalf. The settlement agreement shall be counter-signed and witnessed by the conciliator.

7. Termination of Conciliation Proceedings

7.1 The conciliation proceedings shall terminate on the happening of any of the following events;

- (a) the parties settling the dispute by executing a legally binding settlement agreement; or

- (b) receipt by the conciliator of notice in writing from one or both parties to the effect that they wish to withdraw from the conciliation proceedings; or
- (c) either party commencing Court proceedings in accordance with the terms of the Agreement.

8. Liability for Conciliator's Fees

- 8.1 The fees and expenses of the conciliator, including travel and out-of-pocket expenses, and the cost to the conciliator of obtaining any legal or other expert advice, shall be borne equally between the parties, unless they otherwise agree. In the event of the conciliator finding that either party has acted frivolously, the conciliator shall have power to order the party in question to pay the costs of the conciliation and to reimburse the other party all or part of its reasonable costs of preparing and submitting its case to conciliation and such costs shall in default of agreement, be assessed by the conciliator.
- 8.2 Each party shall bear its own costs of preparing and submitting its case to conciliation, including the costs of hiring a venue for meetings and of obtaining any legal or technical advice.
- 8.3 As soon as the conciliator has prepared a recommendation, the conciliator shall send the parties an account of fees and expenses, accompanied by appropriate invoices. The fees shall be exclusive of Value Added Tax, where applicable. The invoices shall be paid within 7 days of receipt and the conciliator shall be entitled to withhold the recommendation and opinion (if any) until the invoices shall have been paid in full.
- 8.4 Each party shall be jointly and severally liable to the conciliator for the payment of the fees and expenses of the conciliator. If one party fails to pay his share of such fees and expenses the other party may, after giving 7 days' notice in writing to the party in default, pay the conciliator the amount due and recover the same from the defaulting party as a debt due on demand.

9. Confidentiality

The parties hereby agree and declare that the entire conciliation process is a without prejudice negotiation and therefore all statements, submissions, admissions or offers whether oral or written made by the parties or their representatives during the course of the proceedings and all views expressed or suggestions made by either party or the conciliator in connection with a possible settlement of the dispute or part thereof are confidential. No such statements, submissions, admissions, offers and views shall be used in evidence or relied upon in any arbitration, legal or other similar proceedings save (and the parties hereby agree and declare) that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable solely by reason of its use in connection with the conciliation proceedings.

10. Role of the Conciliator in other proceedings

The conciliator shall not act as an arbitrator, advocate, representative or witness in any arbitration, legal or other similar proceedings arising from, or connected with, the