

**DOCUMENT *POA* – POWER OF ATTORNEY**

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**POWER OF ATTORNEY**



## POWER OF ATTORNEY

1. We, [Franchisee] (the *Franchisee*), whose registered office is at [registered office] hereby irrevocably appoint by way of security the **SECRETARY OF STATE FOR TRANSPORT**, whose principle place of business is at 76 Marsham Street, London SW1P 4DR (the *Secretary of State*):

- (a) to execute on our behalf the assignment or novation or transfer of any lease, licence, contract or other arrangement or any interest of ours thereunder which is required to be so assigned or novated or transferred under the Franchise Agreement (including under paragraph 1 of Schedule 2.2 (*Security of Access Agreements, Rolling Stock Leases, Station and Depot Leases*) of the Terms and paragraphs 1 and 4.5 of Schedule 15.4 (*Provisions applying on and after Termination*) of the Terms);
- (b) to consent or to agree, on our behalf, to any assignment, novation or other transfer of any lease, contract or other arrangement or the interest of another Train Operator thereunder where such consent or agreement is required to be given under the Franchise Agreement (including under paragraphs 1 and 4.5 of Schedule 15.4 (*Provisions applying on and after Termination*) of the Terms);
- (c) to exercise on our behalf any right to terminate a Key Contract (as defined in the Terms), where so obliged to exercise any such right under the Franchise Agreement (including under paragraph 9 of Schedule 14.3 (*Key Contracts*) of the Terms);
- (d) to enter into on our behalf any licence or licences required to be granted under paragraph 2 of Schedule 14.2 (*Maintenance of Operating Assets*) of the Terms or paragraph 8 of Schedule 15.4 (*Provisions applying on and after Termination*) of the Terms;
- (e) to terminate, surrender, cancel or undertake not to enforce any rights under a Key Contract in accordance with paragraph 4.3 of Schedule 15.4 (*Provisions applying on and after Termination*) of the Terms;
- (f) to execute on our behalf any Supplemental Agreement required to be executed by us under a Transfer Scheme or the Franchise Agreement;
- (g) to enter into or execute on our behalf such agreements or other instruments as we may be obliged to enter into or execute in accordance with the terms of a Transfer Scheme; and
- (h) generally to execute, make and do in our name or otherwise on our behalf all deeds, instruments, acts and things which our attorney may consider necessary, expedient or desirable to give effect to any of the matters and things referred to in Clauses 1(a) to 1 (g) (inclusive) of this power of attorney.

2. This power of attorney is given by way of security to secure the performance of obligations owed to the attorney under the Franchise Agreement.

3. As long as the obligations under the Franchise Agreement remain undischarged, this power of attorney shall, subject to Clause 7 below, not be revoked by the Franchisee without the consent of the attorney or by the winding-up or dissolution of the Franchisee.

4. The attorney may appoint one or more persons to act as substitute or substitutes in his place for the purpose referred to herein and may at any time revoke any such appointment.

5. In this power of attorney *Franchise Agreement* means the franchise agreement (as amended from time to time) entered into between the Secretary of State and Franchisee on [ ] and *Terms* has the meaning given to it in the Franchise Agreement.

6. We hereby undertake to ratify and confirm whatsoever our attorney shall in our name or on our behalf do or purport to do by virtue or in pursuance of this power and to indemnify and to keep our attorney indemnified against all costs, claims, expenses, proceedings, obligations and liabilities incurred or suffered by our attorney by reason, directly or indirectly, of the exercise or purported exercise of any power conferred on our attorney hereunder.

7. This power of attorney shall be irrevocable but shall expire on the date which falls one year after the date of expiry of the Franchise Term (as defined in the Franchise Agreement).

8. This power of attorney shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this power of attorney has been executed as a deed by the Franchisee this [ ] day of [ ] 200[ ].

SIGNED as a DEED by )  
[Franchisee] )  
[acting by [ ] (Director) and )  
[ ] (Director / Secretary) )