

DATED 30 JANUARY 2015

(1) LONDON STADIUM 185 LIMITED

(2) OCS GROUP UK LIMITED

SAFETY AND SECURITY SERVICES AGREEMENT

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THIS AGREEMENT is made on

30 JANUARY

2015

BETWEEN:-

- (1) **LONDON STADIUM 185 LIMITED**, a company registered in England and Wales, with company number 9359341, whose registered office is at No.1 Park Row, Leeds, LS1 5AB (the "Operator"); and
- (2) **OCS GROUP UK LIMITED**, a company registered in England and Wales, with company number 3056469, whose registered office is at No.4 Tilgate Forest Business Park, Brighton Road, Crawley, West Sussex, RH11 9BP (the "Services Provider").

BACKGROUND

- (A) The Operator and the Grantor have entered into the Operator Agreement in relation to the provision of services by the Operator at the Premises. As part of the Operator Agreement the Operator is required to provide safety and security services.
- (B) The Services Provider has extensive experience in providing safety and security services to arenas and other public venues similar to the Premises.
- (C) The Operator wishes to appoint the Services Provider to provide the Safety and Security Services at the Premises, and the Services Provider has agreed to provide the Safety and Security Services in accordance with and on the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 This Agreement shall be interpreted in accordance with the provisions in Schedule 12 (*Definitions and Drafting Conventions*).

2. COMMENCEMENT AND DURATION

- 2.1 Subject to the provisions for earlier termination set out in Clause 27 (*Termination*) and without prejudice to the application of Clause 5 (*Transformation Period*), this Agreement shall come into force on the Effective Date and shall terminate automatically without notice at 23:59 hours on the day immediately prior to the third (3rd) anniversary of the Commencement Date, unless the Parties agree to extend the Term of this Agreement by a further two year period pursuant to Clause 2.2.
- 2.2 The Parties agree to discuss the possibility of an extension at least three (3) months prior to the expiry of the initial three year term referred to above; neither the Services Provider nor the Operator will be under an obligation to agree to an extension.

3. PURPOSE

- 3.1 The Operator grants to the Services Provider the right to provide Safety and Security Services at the Premises pursuant to and in accordance with this Agreement.
- 3.2 In consideration for the Monthly Payments due under this Agreement, the Services Provider agrees to perform its obligations as set out in this Agreement.
- 3.3 The Services Provider acknowledges that the Safety and Security Services provided for under this Agreement are provided for the benefit of the Operator and the Event Organisers (including the Primary Users).
- 3.4 This Agreement does not permit the Services Provider to carry out any activities at the Premises other than those provided for by this Agreement, or to have any rights of access to or use of the Premises for any purpose other than that provided for by this Agreement.

4. DUE DILIGENCE AND RELATED AGREEMENTS

- 4.1 The Services Provider has satisfied itself as to the risks, contingencies, costs and circumstances relating to the performance of this Agreement (including provision of the Safety and Security Services) before entering into this Agreement. The Services Provider will have no claim against the Operator (including for any additional charges or costs) or relief from any of its obligations under this Agreement in respect of (i) any risk, contingency or other circumstance known or reasonably identifiable (whether from information or material provided by the Operator to the Services Provider or otherwise) prior to the Effective Date or (ii) any assumption made by the Services Provider.
- 4.2 The Services Provider acknowledges that:
- 4.2.1 the Related Agreements have been provided or made available to the Services Provider and the Services Provider is deemed to have knowledge of and be fully aware of the provisions of the Related Agreements and all of the Operator's duties and obligations thereunder;
 - 4.2.2 the Services Provider shall perform its duties and obligations under this Agreement having due regard to the duties and obligations of the Operator under or in connection with the Related Agreements;
 - 4.2.3 the Services Provider undertakes not to put the Operator in breach of or cause any default under any provision in the Related Agreements; and
 - 4.2.4 any breach by the Services Provider of this Agreement may result in the Operator committing breaches of, and suffering or incurring costs, losses and/or expenses under or in connection with the Related Agreements and that all such liabilities, losses and/or expenses are within the Services Provider's contemplation as being probable results of any such breach by the Services Provider.

5. TRANSFORMATION PERIOD

- 5.1 The Services Provider shall provide the Safety and Security Services during the Initial Stadium Event Period, as set out in Schedule 1 (*Scope of Safety and Security Services*) and Schedule 2 (*Safety and Security Services Specification*).
- 5.2 The Parties acknowledge that during the Final Transformation Period, [REDACTED] shall carry out the final phase of the Transformation Works.
- 5.3 Following the Initial Stadium Event Period until the Completion Date the Agreement between the Parties shall be suspended and the Parties, as between themselves the Parties will be released from further performance of this Agreement. In particular, the commencement of the Final Transformation Period shall relieve the Operator from paying the Fees, except as regards the invoices relating to such Fees incurred before the commencement of such Final Transformation Period.
- 5.4 In advance of the Final Transformation Period, the Parties shall use their best endeavours to facilitate the execution of an Accession Deed substantially in the form set out in Schedule 10 (*Accession Agreement*) with the intention to transfer to [REDACTED] all the Operator's rights and obligations under this Agreement.
- 5.5 The Operator, who, it is intended, shall be a party to such Accession Agreement or to any agreement between the Services Provider and [REDACTED] shall be kept fully informed of the execution of the Safety and Security Services.
- 5.6 During the Final Transformation Period the Services Provider will execute the Safety and Security Services in accordance with this Agreement as may be amended by the Accession Agreement (or similar other agreement) and shall use its reasonable endeavours so as not to act in a way that could adversely impact the ability of the Operator to perform its obligations under this Agreement or the Operator Agreement once the Final Transformation Period is expired.

- 5.7 After the end of the Final Transformation Period, the Operator and the Services Provider will again be bound by their respective rights and obligations under this Agreement provided that the agreement reached between the Services Provider and [REDACTED] cannot result in a change to the terms and conditions of this Agreement, and especially, cannot have an incremental impact on the Fees.
- 5.8 In the event that it is not possible to reach an agreement with [REDACTED] under Clause 5.4, the Services Provider may forthwith terminate this Agreement. The Services Provider will use reasonable endeavours to give not less than fifteen (15) Business Days' notice in writing to the Operator, provided that in no circumstances will it be obliged to provide the Safety and Security Services during the Final Transformation Period without execution of the Accession Agreement
- 5.9 Neither Party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred as a result of this Agreement being terminated under this Clause 5.

6. PROVISION OF THE SAFETY AND SECURITY SERVICES

6.1 General Obligations

Throughout the Term, the Services Provider shall:

- 6.1.1 comply with the Operations Manual;
- 6.1.2 comply with the instructions of the Safety and Security Director or any other representative chosen by the Operator;
- 6.1.3 provide the Safety and Security Services in accordance with and subject to the provisions of this Agreement;
- 6.1.4 provide the Safety and Security Services efficiently;
- 6.1.5 ensure that the Safety and Security Services are provided in accordance with Good Industry Practice;
- 6.1.6 ensure that the Safety and Security Services are operated in a safe manner and keep the Premises safe and secure from all unauthorised persons;
- 6.1.7 employ only persons with the required skill to provide the Services and provide training to such persons necessary to ensure they are capable of providing the Services;
- 6.1.8 perform and ensure that the Personnel perform the Services in such a way that does not interrupt or disrupt use of the Premises by the Operator and its subcontractors, Primary Users and/or Event Organisers and does not prohibit the efficient and effective running of the Premises;
- 6.1.9 at all times comply with and ensure that its Personnel, agents and invitees comply with:
 - (a) Applicable Laws;
 - (b) the safety and security standards and procedures and codes of practice relating to the Premises provided to the Services Provider in writing prior to the Initial Stadium Event Period and the Stadium Opening Date, as may be updated from time to time;
 - (c) the Policies and Community Plans provided by the Operator.
 - (d) the Policies and any reasonable instructions and guidelines as may be issued and updated by the Operator or its designees in writing from time to time; and

(e) the Clean Stadium requirements;

6.1.10 provide all reasonable assistance to the Operator in obtaining and maintaining all Necessary Consents as are required from time to time to perform the Safety and Security Services;

6.1.11 provide the Equipment listed in Schedule 8 (*Equipment*);

6.1.12 seek to cultivate and maintain good relations with:

(a) the Operator and its other subcontractors;

(b) the Primary Users, Event Organisers, and any other host and/or user of the Premises; and

(c) all customers and potential customers,

in accordance with sound commercial principles and Good Industry Practice;

6.1.13 ensure that its activities do not interrupt or disturb the proper operations of the Operator's business and use and enjoyment of the Premises;

6.1.14 ensure that its activities do nothing to injure, bring into disrepute or lessen the public goodwill or positive image of the Operator and the Grantor.

6.1.15 inform the Operator as soon as practicable, giving details of the circumstances and likely duration, in the event it becomes aware of any event or circumstance (whether or not the event or circumstance is the result of any act or omission on the part of the Services Provider or its Personnel) which may materially prevent the Services Provider fulfilling any material obligation in accordance with this Agreement;

6.1.16 as soon as practicable, upon being notified or becoming aware of them, inform the Operator of:

(a) all incidents and accidents relating to the performance of this Agreement which:

(i) are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;

(ii) involve members of the public, employees of the Operator or any Event Organisers (including the Primary Users) or any of their respective sub-contractors or employees; and/or

(iii) may damage the reputation of or cause adverse publicity for the Operator, the Grantor, the Premises or any of the Primary Users; and

(b) any claims or proceedings made or threatened by any individual in relation to the Premises or the Safety and Security Services;

6.2 The Services Provider acknowledges and agrees that, subject to Clause 12 (*Excusing Events and cancellation of events*), no actions by or on behalf of the Operator (including any approval given by the Operator) in the proper exercise of its rights under this Agreement will in any way lessen the Services Provider's responsibility for ensuring that the Safety and Security Services and the performance of this Agreement are at all times carried out in a manner which fully complies with all the terms and conditions of this Agreement.

7. ADDITIONAL SERVICES

7.1 The Operator may by written notice instruct the Services Provider to perform such Additional Services as shall be set out in the said Operator's notice, including but not limited to any additional

hours requested by the Safety and Security Director in respect of the regular Safety and Security Services, and Safety and Security Services provided in respect of Events as per the Schedule 2 (*Safety and Security Services Specification*). The Parties shall meet no later than five (5) Business Days after the receipt of the notice to discuss any additional terms and conditions which may apply to the Additional Services. Any additional fee payable for such Additional Services shall be calculated in accordance with the hourly rates set out in Schedule 3 (*Receivables and Payment*).

- 7.2 To the extent that such Additional Services are necessitated in whole or in part by any negligence, omission, breach, action or inaction of the Services Provider, the Services Provider shall not be entitled to any additional fee for the Additional Services.

8. OPERATOR'S OBLIGATIONS

- 8.1 The Operator shall, to the extent applicable to the Services Provider's obligations under this Agreement:

- 8.1.1 provide access to the Premises to the Services Provider in accordance with Clause 9.1;
- 8.1.2 to the extent that the Operator has access to such information and is able contractually so to do, to provide the Services Provider with access to information reasonably requested by the Services Provider that relate to the performance of this Agreement;
- 8.1.3 keep the Premises clean;
- 8.1.4 provide pest control and periodically exterminate vermin throughout the Premises; and
- 8.1.5 collect, remove and haul all rubbish and waste from the Premises.

9. THE PREMISES

- 9.1 The Operator grants the Services Provider the non-exclusive licence to enter into the Premises for the purpose of providing the Safety and Security Services.
- 9.2 The Services Provider shall carry out the Safety and Security Services and the other obligations under this Agreement in a manner which does not breach any provision of the Underleases or the Ancillary Rights granted by the Grantor to the Operator pursuant to the Operator Agreement.

10. KEY PERFORMANCE INDICATORS

- 10.1 The Services Provider shall:
- 10.1.1 perform the Safety and Security Services in accordance with or in excess of the KPI Targets and comply with the provisions of Schedule 9 (*Key Performance Indicators*); and
 - 10.1.2 comply with its performance reporting obligations set out in Schedule 9 (*Key Performance Indicators*).

11. MONITORING

- 11.1 The Services Provider shall :
- 11.1.1 keep appropriate documents and records (including incident records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received) in relation to the Safety and Security Services;
 - 11.1.2 provide to the Operator such supporting documentation as the Operator may reasonably require in order to verify the level of the performance of the Services Provider and the calculation of the amount of Service Credits for any specified period; and

- 11.1.3 ensure that any report or summary produced in accordance with this Agreement and any variation or amendment thereto and that any other document or record reasonably required by the Operator shall be available for inspection by the Operator at reasonable times and on reasonable notice and the Operator and/or the Grantor and/or its nominee may make copies of any such records and documents.
- 11.2 The Operator, the Grantor, and/or any representative of the Operator or the Grantor, may at all times on giving reasonable notice to the Services Provider enter the Premises, to inspect the Premises and the provision of the Safety and Security Services including all associated data and documents and to monitor compliance with this Agreement and Applicable Laws by the Services Provider. The Operator agrees that in undertaking any inspection or monitoring pursuant to this Clause 11.1 it shall comply with all reasonable and relevant health and safety and security standards and procedures and codes of practice relating to the Premises and notified in advance to the Operator.
- 11.3 The Operator and the Grantor shall have the right from time to time and upon providing the Services Provider with a reasonable prior written notice at its own cost to conduct an audit of the Services Provider's records, operations and facilities and its financial, quality, environmental and health and safety procedures and systems, to ensure that the Services Provider has the appropriate equipment, facilities, procedures, systems and Personnel appropriate to and as may be required for the Services Provider to perform the Safety and Security Services in accordance with this Agreement and for that purpose shall be entitled to have accompanied access to the Services Provider's offices at the Premises and any location outside the Premises where such information is stored during Normal Working Hours, on giving reasonable notice to the Services Provider for that purpose.
- 11.4 The Services Provider shall supply to the Operator's Representative or any adviser of the Operator or representative of the Grantor visiting the Premises, the Services Provider's office at the Premises and any location outside the Premises where such information is stored pursuant to this Clause 11 (*Monitoring*) such information in respect of the Safety and Security Services as may reasonably be required by such person in the exercise of the Operator's rights pursuant to this Agreement.
- 11.5 The Services Provider shall allow reasonable access to any of the Services Provider's premises used in the provision of the Services at all reasonable times on reasonable notice to the Operator and its auditors and/or the Grantor and their authorised representatives (such authorised representatives to be approved by the Services Provider (such approval not to be unreasonably withheld or delayed)) to examine all such books, accounts and manual records of the Services Provider that may relate to the provision of the Safety and Security Services and/or this Agreement. The Operator shall bear its own costs in relation to such examination.
- 11.6 The Services Provider hereby acknowledges that the Operator has monitoring obligations to the Grantor and will provide reasonable assistance to the Operator in complying with such obligations.
- 11.7 The Operator will provide to the Services Provider a manual for the operation of the Site (the "Operations Manual") and a quality plan in respect of the standards for the performance of the Services ("Quality Plan"). The Services Provider shall be responsible for the observance of the Operations Manual and the Quality Plan at all times during the execution of the Agreement.

12. EXCUSING EVENTS AND CANCELLATION OF EVENTS

- 12.1 The Services Provider's non-performance of its obligations under this Agreement shall only be excused to the extent that:
- 12.1.1 the Services Provider's non-performance results from an Excusing Event;
- 12.1.2 the Services Provider provides the Operator with notice, in writing, as soon as reasonably practicable but in any event within five (5) Business Days of becoming aware of the Excusing Event, that such Excusing Event has caused, or may cause, the Services Provider to fail to perform its obligations; and

- 12.1.3 the Excusing Event has not occurred as a result of any act or omission of the Services Provider;
- 12.1.4 the Services Provider has (if applicable) performed its obligations to the extent reasonably possible, notwithstanding the failure by the Operator to otherwise mitigate the consequences of such failure.
- 12.2 Notwithstanding any provision to the contrary, if the Services Provider (or its agents, employees or subcontractors) are unable to meet any dates set out in this Agreement or any KPI Target or perform any of its obligations as a result of an Excusing Event then:
 - 12.2.1 any dates for performance of the Safety and Security Services will be extended by a reasonable amount of time;
 - 12.2.2 to the extent that they would have been met but for the Excusing Event, the Services Provider shall have no liability for failing to meet a KPI Target or performance of its obligations.
 - 12.2.3 to the extent the termination provisions would not have been triggered but for the Excusing Event, the Operator shall not be entitled to exercise its rights of termination under Clauses 27.2.1 and 27.2.2.
- 12.3 Notwithstanding any provision to the contrary, to the extent that the Services Provider (or its agents, employees or subcontractors) incurs costs or loses revenue as a direct result of the occurrence of any of the Excusing Events set out, then in addition to the entitlement to relief under Clause 12.2 above, the Services Provider shall, and by way of sole and exclusive remedy, be entitled to claim compensation in accordance with the procedure set out in Clause 12.4.
- 12.4 To claim compensation under Clause 12.3, the Services Provider shall:
 - 12.4.1 as soon as practicable, and in any event within ten (10) Business Days after it becomes aware that the Excusing Event has caused or is likely to cause the Services Provider to incur costs or lose revenue, give to the Operator notice of its claim for payment of compensation, by adjustment to the Fees;
 - 12.4.2 within ten (10) Business Days of receipt by the Operator of the notice referred to in Clause 12.4.1, give full details of the relevant Excusing Event and costs and/or loss of revenue claims and/or adjustment to the Fees;
 - 12.4.3 demonstrate to the reasonable satisfaction of the Operator that the Excusing Event was the direct cause of the costs incurred/for loss of revenue.
- 12.5 The compensation payable to the Services Provider pursuant to Clauses 12.3 and 12.4 shall be paid either through an increase of the applicable Fee for the monthly payment period following which the relevant Excusing Event occurs or by the Operator making an allowance pursuant to Schedule 3 (*Receivables and Payment*).
- 12.6 The Services Provider shall use reasonable efforts to mitigate the effects of such Excusing Event. The Services Provider shall not be granted the relief set out in Clause 12.2 to the extent that the Services Provider could have avoided the effect of the Excusing Event by taking reasonable precautions to mitigate any foreseeable failure or which the Services Provider ought reasonably to have taken once the existence of the Excusing Event became known to the Services Provider.
- 12.7 The Services Provider shall remain responsible for the proper performance of its obligations under this Agreement unaffected by the Excusing Event notwithstanding the provisions of this Clause 12.7.
- 12.8 Without prejudice to the Services Provider's rights to claim relief and/or compensation on the occurrence of an Excusing Event, a failure to carry out any task or activity expressed to be an

Excusing Event (including responsibility it takes for the actions of third parties) shall not constitute a breach of this Agreement by the Operator.

12.9 Cancellation and Rescheduling of Event

12.9.1 The Operator shall have no liability whatsoever to the Services Provider relating to cancellations or postponements of Events.

12.9.2



13. CHANGE CONTROL PROCEDURE

13.1 Each Party shall comply with its obligations set out in Schedule 5 (*Change Control Procedure*) with respect to any Contract Change.

14. INSURANCE

Required Insurances

14.1 Throughout the Term and for a period of one (1) calendar year after the expiry of the Term, the Services Provider shall take out and maintain the following insurances in relation to its obligations and liabilities under, in connection with or arising out of this Agreement (the "**Services Provider Insurances**");

14.1.1 employers' liability insurance in the amount of at least [REDACTED] for each and every occurrence, the number of occurrences being unlimited;

14.1.2 public liability insurance in the amount of at least [REDACTED] for any one occurrence or series of occurrences arising out of any one event, the number of occurrences being unlimited, to cover any liability, damage, loss, expense, cost, Claim or proceedings in respect of:

(a) personal injury to or death of any person; and

(b) injury or damage to any property,

arising out of or in connection with the Safety and Security Services and caused or contributed to by any negligence, omission or breach of the Services Agreement by the Services Provider, its agents and Personnel; and

14.1.3 all other insurances that it is obliged to maintain under Applicable Laws.

14.2 The Operator shall, during the term of this Agreement, take out and maintain or procure the taking out and maintenance of those insurance that are required of the Operator or Grantor pursuant to the Operator Agreement (the "**Operator Insurances**").

General

14.3 The Services Provider shall take out and maintain the Services Provider Insurances, with insurers who are:

14.3.1 of good financial standing;

- 14.3.2 appropriately regulated; and
- 14.3.3 of good repute in the international insurance market.
- 14.4 The Services Provider shall upon the Effective Date and within ten (10) Business Days after the renewal or replacement of each of the Services Provider Insurances, provide evidence, in a form satisfactory to the Operator, that the applicable insurances are in force and effect and meet in full the requirements of this Agreement. Receipt of such evidence by the Operator shall not in itself constitute acceptance by the Operator or relieve the Services Provider of any of its liabilities and obligations under this Agreement.
- 14.5 Subject to Clause 14.6, the Services Provider shall notify the Operator in writing at least fifteen (15) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Services Provider Insurances.
- 14.6 Without prejudice to the Services Provider's obligations under Clause 14.3, Clause 14.5 shall not apply where the termination of the relevant insurance occurs purely as a result of a change of insurer in respect of that insurance.

Issues specific to certain policies

- 14.7 The Services Provider shall ensure, and provide evidence of the same to the Operator no later than ten (10) Business Days after the Effective Date, that the public liability insurance policy shall contain an indemnity to principals clause under which the Operator, the Grantor, and the Primary Users shall be indemnified in respect of any Claims made against them arising out of or in connection with this Agreement and for which the Services Provider is legally liable.

Failure to insure

- 14.8 The Services Provider shall not (and the Services Provider shall procure that none of its sub-contractors of any tier shall) take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under the Operator Insurances or Services Provider Insurances.
- 14.9 Where the Services Provider has failed to fulfil all or part of its obligations under Clause 14.1 the Operator may elect (but shall not be obliged) following written notice to Services Provider, to purchase the relevant insurance, and shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection as a debt due from the Services Provider.

Insurance Claims

- 14.10 The Services Provider shall in respect of the Services Provider Insurances (in the event that it has been notified by the Grantor of circumstances that may constitute a potential claim) promptly notify to insurers any matter arising from, or in relation to, the Safety and Security Services and/or this Agreement for which the Services Provider may be entitled to claim under any of the Services Provider Insurances. In the event that either Party receives a claim relating to or arising out of the performance of the Safety and Security Services and/or this Agreement, the Parties shall co-operate with the other and assist it in every manner possible in connection with the adjustment of all insurance claims at its own expense including without limitation providing information and documentation in a timely manner and co-operating with the insurers and/or insurance brokers that are called upon to adjust or resist.
- 14.11 The Services Provider shall not, once it has been notified of a claim against it relating to or arising out of the performance of the Safety and Security Services and/or this Agreement, voluntarily do anything which would reduce or would tend to reduce the scope of indemnity under the Operator Insurances or the Services Provider Insurances or the amount of indemnity monies which would be available under the Operator Insurances or the Services Provider Insurances to indemnify the Services Provider were the claim against it to succeed in full.
- 14.12 Except where the Operator is the claimant party, the Services Provider shall:

14.12.1 report quarterly on all insurance claims received and current status;

14.12.2 give the Operator notice within fifteen (15) Business Days after any insurance claim in excess of ten thousand pounds (£10,000) arising out of the Security and Stewarding Services;

on any of the Services Provider Insurances or which, but for the application of the applicable policy excess, would be made on any of the Services Provider Insurances and (if required by the Operator) full details of the incident giving rise to the claim.

14.13 Where any Operator Insurance or Services Provider Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Services Provider shall be liable for such excess or deductible. The Services Provider shall not be entitled to recover from the Operator any sum paid by way of excess or deductible under the Operator Insurances or the Services Provider Insurances whether under the terms of this Agreement or otherwise.

15. EQUIVALENT PROJECT RELIEF

15.1 The Services Provider agrees that any compensation or other relief in respect of a claim or defence by the Services Provider of any right or benefit pursuant to this Agreement which is equivalent to any right or benefit of the Operator as against the Grantor pursuant to the Operator Agreement (including resulting from a breach by the Grantor or any other matter for which the Grantor is liable) ("Equivalent Project Relief") will be determined in accordance with the provisions of this Clause 15 (*Equivalent Project Relief*).

15.2 The Services Provider agrees that any entitlement to Equivalent Project Relief shall not be due or payable from the Operator to the Services Provider until the Operator actually receives such compensation or relief from the Grantor, pursuant to the Operator Agreement.

15.3 The quantum of any compensation in respect of Equivalent Project Relief shall be

15.3.1 where an agreement or determination is made under the Operator Agreement or this Agreement (as the case may be) which separately identifies the amount relating to the Services Provider's claim, the amount so identified; or

15.3.2 where the amount due to the Services Provider is not separately identified, a fair and reasonable proportion of the amount recovered by the Operator under the Operator Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The Services Provider shall not by itself or its Personnel communicate with representatives of the press, television, radio or other communications media, or make any marketing, on any matter concerning this Agreement, its involvement on this project or the Premises without the prior written approval of the Operator.

16.2 Subject to Clause 16.6, the Services Provider shall not use or permit the use of any Intellectual Property Rights of the Grantor or the Operator in connection with the provision of the Safety and Security Services without the prior approval in writing of the Grantor or the Operator (as the case may be).

16.3 Nothing in this Agreement shall be intended to convey any ownership or other rights in the Trade Marks. Ownership of all Trade Marks shall remain with the Operator.

16.4 The Services Provider shall not:

16.4.1 hold itself out to be a preferred supplier and/or official partner and/or a sponsor of the Operator or the Grantor; or

- 16.4.2 use any Trade Marks under any circumstances without the prior written consent of the Operator (which consent may be withheld by the Operator in its sole discretion).
- 16.5 The Services Provider warrants that it is entitled to use the brands or Intellectual Property Rights used by the Services Provider in connection with the Safety and Security Services and that the Services Provider's use of such brands or Intellectual Property Rights will not infringe any third party's Intellectual Property rights.
- 16.6 The Operator retains all Intellectual Property Rights in any materials it provides to the Services Provider for the purposes of the Services Provider performing its obligations under this Agreement, and grants the Services Provider a licence to use such Intellectual Property Rights to the extent required for such performance.
- 16.7 All Intellectual Property Rights in any other works arising in connection with the performance of the Services by the Services Provider shall be the property of the Services Provider, and the Services Provider hereby grants to Operator a non-exclusive, transferable, perpetual licence to such Intellectual Property Rights for use in connection with the Safety and Security Services or the Premises.
- 16.8 The Services Provider shall indemnify and hold harmless the Operator in full and on demand and keep it so indemnified against all Claims, demands, actions, proceedings and all direct losses, costs and expenses (including legal and other professional advisers' fees) arising out of or in connection with the rendering of this Agreement.
- 16.9 The Services Provider shall:
- 16.9.1 only refer to the South Park as the Full Park Name and never shorten the name to "the Olympic Park", or otherwise emphasise the word "Olympic";
 - 16.9.2 to the fullest extent possible, adhere to the terms of the British Olympics Association brand manual entitled "Queen Elizabeth Olympic Park Naming Usage" (as supplied by the Operator to the Services Provider from time to time);
 - 16.9.3 not use any trade marks, trade names, logos or other intellectual property of the Games Bodies (including but not limited to the Games logos and the Protected Marks), or use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks;
 - 16.9.4 not represent, directly or indirectly, that any party or its products or services are in any way associated with the Games, the Games Bodies, or that any goods or services provided have been endorsed or approved by them;
 - 16.9.5 not undertake any form of Ambush Marketing;
 - 16.9.6 not cause or permit to be done anything which might diminish, damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other Intellectual Property Rights of the Games Bodies;
 - 16.9.7 not use its connection with the Grantor, the Operator, the Premises, the South Park, or any individual venue within the Park, in a manner that makes or implies a direct or indirect association of any kind (including an association in the minds of the public) with the Olympic Movement; and
 - 16.9.8 not apply for, obtain, or register any trade mark or logo, in any country, which consists of, or comprises, or is confusingly similar to the "Olympic" word or mark.
- 16.10 The Services Provider:
- 16.10.1 shall take all reasonable steps to ensure that its sub-licensees, sub-contractors and agents shall also abide by the provisions of this Clause 16 (*Intellectual Property Rights*);

16.10.2 agrees that the Games Bodies shall have the right to enforce the terms of this Clause 16 (*Intellectual Property Rights*); and

16.10.3 agrees that the restrictions in Clause 16.8 continue to apply after termination of this Agreement without limit of time.

17. PAYMENT AND VAT

17.1 Payment of amounts due under this Agreement and VAT shall be governed in accordance with Schedule 3 (*Receivables and Payment*).

18. NOT USED

19. INFORMATION AND REPORTS

19.1 Each of the Services Provider and the Operator shall advise the other in writing of the name of its representative each of whom shall have authority to liaise with the other in connection with the Safety and Security Services.

19.2 The Services Provider shall, throughout the Term, supply to the Operator with each invoice submitted in accordance with Schedule 3 (*Receivables and Payment*) the Monthly Report (including copies of such financial reports and other material as the Operator reasonably requires in relation to the provision of the Safety and Security Services and performance by the Services Provider of its obligations under this Agreement).

19.3 The Services Provider shall maintain or procure that, in relation to the provision of the Safety and Security Services, the following are maintained:

19.3.1 a full record of all incidents relating to health, safety and security which occur during the term of the Agreement;

19.3.2 a register of all complaints or claims for injury or damage to persons or property, including where the information is available, the date of the relevant incident, name and address of the complainant, the nature of the complaint and the action/remedy taken and all other information necessary to enable the Operator to act in accordance with any agreed customer care policy;

19.3.3 full records of all procedures carried out during the Term;

19.3.4 shall have the items referred to in this Clause 19.3 available for inspection by the Operator and/or the Grantor upon reasonable notice, and shall present a report of them to the Operator and/or the Grantor as and when reasonably requested.

19.4 Without prejudice to Clause 19.5, the Services Provider shall not, without the prior written consent of the Operator's Representative communicate directly with any of the following insofar as relates to the provision of the Safety and Security Services or performance of its other obligations under this Agreement, the operation of the Site or any Events to be undertaken at the Site (whether or not the Services Provider is required to provide services in relation to such Events):

(a) the Operator's other subcontractors for the provision of works and/or services at the Premises;

(b) the Grantor;

(c) any Primary User; or

(d) Event Organiser.

19.5 The Services Provider acknowledges that from time to time it may be required by the Operator to attend meetings with any of those parties referred to in Clause 19.4 and shall, as part of the Safety

and Security Services provide the Operator with such reasonable assistance as the Operator may request, including attendance at such meetings. The Services Provider acknowledges that the Operator may from time to time provide the Services Provider with a communications protocol or updates to such protocol in relation to dealing with those parties referred to in Clause 19.4, other third parties and members of the public. As part of the Safety and Security Services the Services Provider shall comply with the requirements of such protocol or updates.

- 19.6 The Services Provider agrees to participate (and provide a such suitably experienced and qualified representative to attend), as reasonably required by the Operator and/or the Safety and Security Director from time to time and at least once every month, in meetings with the Operator and/or the Safety and Security Director (and the Services Provider agrees that the Grantor may be present also) to discuss operational, commercial and other matters relating to this Agreement.
- 19.7 The Services Provider shall not make use of this Agreement or any information issued or provided by or on behalf of the Operator in connection with this Agreement otherwise than for the purposes of this Agreement, except with the written consent of the Operator.

20. HEALTH AND SAFETY

- 20.1 The Services Provider shall and shall ensure that its Personnel:

- 20.1.1 comply with health and safety rules and regulations (including the Operator's and the Grantor's health and safety policies or manuals) in relation to the Safety and Security Services, the Equipment and the Premises and that they are operated in a safe manner;
- 20.1.2 investigate, record and as soon as practicable report to the Operator in writing, all health and safety incidents;
- 20.1.3 record and monitor critical control points, the exact scope of which will be set out in the operations procedures manual;
- 20.1.4 notify the Operator immediately about any health and safety hazards (including any health and safety notices received by the Services Provider);
- 20.1.5 notify its Personnel immediately about any health and safety notices given to it by the Operator and ensure compliance with them;
- 20.1.6 ensure that Personnel are given regular training at appropriate times to ensure full compliance with health and safety laws, regulations and codes of practice, procedures and manuals; and
- 20.1.7 maintain a log book of all accidents occurring at the Premises and comply with the directions of the relevant Health and Safety Executive and the reasonable directions of the Operator, the Grantor and their insurers.

21. PERSONNEL

- 21.1 The Services Provider shall be responsible for any acts or omissions of any Personnel or any other person providing the Safety and Security Services, whether or not such persons are employed by the Services Provider.
- 21.2 The Services Provider shall, and shall procure that its subcontractors shall, comply with the provisions of Schedule 11 (*Human Resources*) and ensure at all times that Personnel providing the Safety and Security Services shall:
- 21.2.1 be suitably qualified and experienced for the role which they are required to undertake;
 - 21.2.2 be sufficiently skilled and trained, including (without limitation) with regard to the proper operation and use of all Equipment and materials (including hazardous materials) and fire risks, precautions and procedures;

- 21.2.3 comply with the Specification as may be updated from time to time by the Safety and Security Director and any other provision of this Agreement;
 - 21.2.4 comply with all rules, Applicable Laws, procedures and standards relevant to the Safety and Security Services that the Personnel is deployed to perform;
 - 21.2.5 maintain the highest standards of health and safety, hygiene, courtesy and consideration; and
 - 21.2.6 have the ability to recognise situations which may involve any actual or potential risk of personal injury to any person (including members of the public), to make such situations safe.
- 21.3 The Services Provider shall ensure that all potential Services Provider Personnel, or persons performing any of the Safety and Security Services during the Contract Period:
- 21.3.1 are required to declare any previous criminal convictions that they may have; and
 - 21.3.2 only in the case of potential Services Provider Personnel who may reasonably be expected in the course of their employment to have access to children or other vulnerable persons, obtain standard disclosures from the Disclosure and Barring Service before the Services Provider engages the potential staff or persons in the provision of the Services to the Commissioner. The Services Provider shall take all necessary steps to procure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service including, without limitation, the Services Provider being registered with the Disclosure and Barring Service.
- 21.4 The Services Provider shall procure that no person who discloses any convictions upon being questioned in accordance with Clause 21.3.1, or who is found to have any convictions following receipt of standard and enhanced disclosures from the Disclosure and Barring Service in accordance with Clause 21.3.2, or who fails to obtain standard and enhanced disclosures from the Disclosure and Barring Service upon request by the Services Provider in accordance with Clause 21.3.2 is employed or authorised to enter the Premises without the Operator's prior written consent.
- 21.5 The Services Provider shall ensure that the Services Provider Personnel have passed all appropriate checks (including but not limited to Disclosure and Barring Service checks).
- 21.6 The Services Provider shall ensure that the Operator is advised without undue delay of any Services Provider Personnel who, subsequent to his/her commencement of employment as a member of staff receives a conviction or whose previous convictions become known to the Services Provider.
- 21.7 The Services Provider shall, at the Operator's request in writing, immediately reassign or remove from the performance of the Safety and Security Services any Personnel or other person acting on behalf of the Services Provider or a subcontractor (including any supervisory personnel) who, in the Operator's sole judgment:
- 21.7.1 engages in improper conduct;
 - 21.7.2 is not suitably attired or neatly groomed;
 - 21.7.3 does not perform the Safety and Security Services (or any part thereof) in a manner satisfactory to the Operator;
 - 21.7.4 is not suitable or acceptable to perform the Safety and Security Services or tasks assigned to them,
- provided the Operator's judgment is exercised reasonably and not vexatiously, and, wherever possible, the Operator provides the Services Provider with the reasons for its decision.

- 21.8 Any person reassigned or removed in accordance with Clause 21.7 shall be replaced by the Services Provider at the Services Provider's sole cost.
- 21.9 The Operator shall have the right to refuse admittance to, or order the removal from, the Premises of any Personnel or other person acting on behalf of the Services Provider or a subcontractor (including any supervisory personnel) who, in the Operator's sole reasonable judgment is not a fit and proper person to be in the Premises.
- 21.10 Action taken under Clause 21.9 shall forthwith be confirmed in writing by the Operator to the Services Provider.
- 21.11 Action taken under Clause 21.7 and/or Clause 21.9 shall not relieve the Services Provider of any of its obligations under this Agreement.
- 21.12 The Services Provider shall consult with and obtain the approval of the Operator with respect to the designation of key management and supervisory positions overseeing the Safety and Security Services.
- 21.13 The Services Provider will promote jobs and apprenticeship opportunities to local people, using reasonable endeavours to recruit seventy five percent (75%) of its Personnel from the London Borough of Newham utilising the Workplace scheme, or where this is not possible from the boroughs of Hackney, Waltham Forest and Tower Hamlets.
- 21.14 In the event that the Services Provider is under a legal obligation, whether under TUPE or under any other piece of Legislation, to pay its Permanent Staff London Living Wage at the level it is set by the Living Wage Foundation in the relevant year, the Non-Event Fee will be reviewed in order to cover those additional costs arising from the Services Provider's obligation to pay its Permanent Staff London Living Wage at such level.
- 21.15 The Services Provider shall place all job and apprenticeship vacancies with Workplace at both the project initiation stage and on an ongoing basis thereafter.
- 21.16 The Services Provider shall provide a named representative to liaise with the Operator, LLDC and Workplace on all employment and training initiatives.
- 21.17 The Services Provider will work with the Operator, LLDC and Workplace to develop appropriate training to prepare residents for job opportunities.

22. CONFIDENTIALITY

- 22.1 Subject to the provisions of this Clause 22 (*Confidentiality*), the Parties shall keep confidential the terms of this Agreement and all Confidential Information received by one party from another Party relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.
- 22.2 Clause 22.1 shall not apply to:
 - 22.2.1 any disclosure of information that is reasonably required by persons engaged in the performance of its obligations under this Agreement;
 - 22.2.2 any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause 22 (*Confidentiality*);
 - 22.2.3 any disclosure to enable a determination to be made under the Dispute Resolution Procedure;
 - 22.2.4 any disclosure which is required by any Applicable Law (including any order of a court of competent jurisdiction), any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;

- 22.2.5 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- 22.3 Where disclosure is permitted under Clause 22.2.1 or 22.2.3 the Party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.
- 23. ANTI-BRIBERY**
- 23.1 The Services Provider undertakes that it:
- 23.1.1 has not committed an offence under the Bribery Act 2010 (a "Bribery Offence");
- 23.1.2 has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010; and
- 23.1.3 is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.
- 23.2 The Services Provider agrees that it:
- 23.2.1 has in place, and shall maintain until termination of this Agreement, adequate documented procedures designed to prevent persons associated with the Services Provider (including an employee, sub-contractor or agent or other third party working on behalf of the Services Provider or any Group Company) (an "Associated Person") from committing a Bribery Offence; and
- 23.2.2 shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and
- 23.2.3 shall not do or permit anything to be done which would cause the Operator or the Grantor or any of the Operator's or Grantor's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to the Bribery Act; and
- 23.2.4 shall notify the Operator immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Services Provider's obligations under this Clause 23 (*Anti-Bribery*), such notice to set out full details of the circumstances concerning the breach or potential breach of the Services Provider's obligations.
- 24. FORCE MAJEURE**
- 24.1 A Party will not be in breach of this Agreement nor liable for any failure or delay in performance of any obligations under this Agreement (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure, provided that such party complies with the obligations set out in this Clause 24 (*Force Majeure*).
- 24.2 Save as provided in Clause 24.7 below, an event of Force Majeure will not entitle either party to terminate this Agreement.
- 24.3 The Services Provider shall comply with the Operator's business continuity plan on the occurrence of an event of Force Majeure.
- 24.4 The Party affected by Force Majeure shall immediately notify the other in writing of the matters constituting the Force Majeure and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- 24.5 The Party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under this Agreement.

- 24.6 The Party affected by Force Majeure will not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the Force Majeure.
- 24.7 Without prejudice to Clause 27 (*Termination*), if an event of Force Majeure continues for longer than one hundred and ten (110) Business Days either Party may, whilst the Force Majeure continues, terminate this Agreement on no less than seventy (70) Business Days' notice in writing to the other Party.
25. **LIABILITY**
- 25.1 Nothing in this Agreement excludes or limits either Party's liability for:
- 25.1.1 death or personal injury caused by their negligence;
- 25.1.2 fraud or fraudulent misrepresentation; or
- 25.1.3 any liability which cannot legally be excluded or limited.
- 25.2 Subject to Clause 25.1, and unless provided otherwise in this Agreement, neither Party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement for any indirect, special or consequential loss or damage, howsoever arising.
- 25.3 If due to a breach of this Agreement the Services Provider causes a breach of a Primary Usage Agreement then the Services Provider shall have no more liability to the Operator for such breach than the Operator has (having availed itself of all limitations, and exclusions of liability available to it) under the Operator Agreement, in relation to the liabilities relating to the relevant Primary Usage Agreement.
- 25.4 The Services Provider shall on demand fully indemnify and keep indemnified and hold harmless the Operator, its Affiliates, group companies, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors and volunteers (together, the "Operator Indemnitees", each an "Operator Indemnitee") from and against all liabilities, losses, Claims, demands, costs, actions, expenses (including all reasonable legal costs and expenses and VAT thereon), proceedings and damages suffered or incurred by an Operator Indemnitee arising out of or in connection with the Services Provider's breach of this Agreement and/or the provision or failure to provide the Safety and Security Services in accordance with the terms of this Agreement, save to the extent arising from a breach of this Agreement by the Operator.
- 25.5 The Services Provider shall fully indemnify and keep indemnified the Operator from and against all Claims, demands, costs, actions, proceedings and damages arising out of or in connection with the Services Provider's breach of this Agreement and/or the provision or failure to provide the Safety and Security Services which results in a Claim against the Operator in respect of death or bodily injury to, or sickness, illness or disease contracted by, any person or loss of or damage to property.
- 25.6 Subject to Clause 25.1, the Services Provider shall not be responsible or be obliged to indemnify the Operator for any Claims made in excess of [REDACTED] and [REDACTED] (Indexed) in aggregate in a single Year. Subject to Clause 14 (*Insurance*), this Clause 25.6 shall not apply to the extent that the Services Provider is able to recover any greater amounts in respect of a liability under this Agreement under any of the Services Provider Insurances.
- 25.7 The liability of the Services Provider arising out of or relating in any manner to the performance or non-performance of its obligations under this Agreement or the performance or non-performance of the Services, whether under contract, breach of statutory duty, tort (including negligence), strict liability or otherwise (including any indemnities under this Agreement) shall not include:

- 25.7.1 any claim, injury, loss, damage, liability, cost or expense caused by the negligence or wilful misconduct of the Operator, its employees, agents or contractors (of any tier) or by the breach of the Operator of its obligations under this Agreement; and
 - 25.7.2 any claim, injury, loss, damage, liability, cost or expense suffered under or in connection with this Agreement, which the Services Provider is required to cover under the Services Provider Insurances, where the amount of any claim, injury, loss, damage, liability, cost or expense is in excess of the level of cover specified within the Services Provider Insurances.
- 25.8 The beneficiary Party of an indemnity under this Agreement shall at all times take reasonable steps to minimise and mitigate any loss for which the beneficiary Party is entitled to bring a claim against the indemnifying Party pursuant to this Agreement.
26. **STEP-IN**
- 26.1 The Services Provider acknowledges that the Grantor and/or the Operator may take action (the "Required Action"), in accordance with this Clause 26 (*Step-In*), in connection with any or all parts of the Safety and Security Services because:
- 26.1.1 a serious risk exists to the health or safety of persons or property or to the environment, or
 - 26.1.2 the Services Provider fails to comply with its obligations in or incorporated into this Agreement in relation to the requirements of any Primary User, Major Sporting Event or any other Event.
- 26.2 The Operator shall notify the Services Provider if the Grantor and/or the Operator takes Required Action and the Services Provider shall give the Grantor and/or the Operator such assistance as the Grantor may reasonably require while it is taking the Required Action.
- 26.3 On completion of any Required Action, the Operator shall notify the Services Provider by written notice as soon as reasonably practicable that the Services Provider shall resume provision of the Safety and Security Services in relation to that part of the Safety and Security Services affected by the Required Action.

27. **TERMINATION**

Operator Default

- 27.1 The Services Provider may terminate this Agreement by giving not less than thirty (30) Business Days' notice in writing to the Operator if:
- 27.1.1 the Operator commits a material breach of its payment obligations under Schedule 3 (*Receivables and Payment*) and to the extent such breach is capable of remedy, the Operator fails to remedy it or persists in such breach after thirty (30) Business Days of having been required in writing to remedy or desist; or
 - 27.1.2 the Operator suffers an Insolvency Event.

Services Provider Default

- 27.2 The Operator may terminate this Agreement by giving not less than ninety (90) Business Days' notice in writing to the Services Provider if:
- 27.2.1 the Services Provider commits a material breach of its obligations under this Agreement which is incapable of remedy;
 - 27.2.2 the Services Provider suffers an Insolvency Event;

- 27.2.3 the Services Provider commits a material breach of its obligations under this Agreement and to the extent such breach is capable of remedy, the Services Provider fails to remedy it or persists in such breach after thirty (30) Business Days of having been required in writing to remedy or desist;
- 27.2.4 the Services Provider fails to provide the Safety and Security Services in accordance with its obligations under this Agreement (including meeting the KPI Targets and the Specification), whether the same obligation or different and regardless of whether or not these breaches are remedied, the cumulative effect of which constitutes a material breach of this Agreement;
- 27.2.5 the Operator gives notice in writing to the Services Provider of the amount of an undisputed sum payable by the Services Provider under this Agreement which has not been paid within thirty (30) Business Days of its due date for payment in accordance with this Agreement and the Services Provider fails to make payment within thirty (30) Business Days of the date of the notice; or
- 27.2.6 the Services Provider commits a Bribery Offence.

Termination of the Operator Agreement

- 27.3 In the event that the Operator Agreement is terminated for whatever reason not related to any act or omission by the Services Provider, this Agreement shall immediately terminate, unless the Operator has received a request from the Grantor to assign or novate this Agreement to the benefit of the Grantor or a new Operator, in which case, the Parties shall take all necessary action to effect such assignment or novation.

28. CONSEQUENCES OF TERMINATION

- 28.1 The termination of this Agreement will be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.
- 28.2 On termination of this Agreement for any reason whatsoever:
 - 28.2.1 the provisions of Clauses 1 (*Definitions and Interpretation*), 16 (*Intellectual Property Rights*), 22 (*Confidentiality*), 25 (*Liability*), 28 (*Consequences of Termination*), 31 (*Parties*), 32 (*Construction and Interpretation of this Agreement*), 33 (*Contract Administration*), 34 (*Dispute Resolution Procedure*), 35 (*Law*), and any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
 - 28.2.2 the Services Provider shall as soon as reasonably practicable return to the Operator (or, if the Operator so requests by notice in writing, destroy) all of the Operator's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information;
 - 28.2.3 the Services Provider shall, for a period of up to ninety (90) days after the Termination Date, co-operate with the Operator and/or the Grantor and/or any New Services Provider, to the extent reasonably required to facilitate the orderly transition of the Safety and Security Services to the Operator and/or the Grantor and/or such New Services Provider;
 - 28.2.4 The Operator undertakes to remit to the Services Provider any additional payment received from the Grantor according to Clause 15 (Equivalent Project Relief).
- 28.3 On termination of this Agreement pursuant to Clause 27.3 (*Termination of the Operator Agreement*) and where this Agreement is not assigned or novated to the Grantor or the new Operator, the Services Provider shall co-operate with the Operator and the Grantor in relation to the exit provisions in the Operator Agreement.

Payments on Termination

28.4 Without prejudice to the foregoing provisions of this Clause 28 (*Consequences of Termination*), where this Agreement is terminated pursuant to:

28.4.1 Clause 27.1 (*Operator Default*), or as a consequence of the termination of the Operator Agreement for reasons due to the default of the Operator for reasons not owing to any acts or omissions of the Services Provider, the Operator shall pay to the Services Provider:

- (a) all outstanding sums owed to the Services Provider in respect of its performance of the Safety and Security Services up to but not including the Termination Date; and
- (b) subject to any other obligation of the Operator to pay the Services Provider under this Agreement, a fixed sum not exceeding [REDACTED]

28.4.2 Clause 27.2 (*Services Provider Default*), or as a consequence of the termination of the Operator Agreement for reasons due to the default of the Operator for reasons owing to any acts or omissions of the Services Provider and, the Services Provider shall pay to the Operator all claims, costs liabilities and losses as a consequence of the termination of this Agreement, including any additional costs and/or expenses to be incurred by the Operator in providing the Safety and Security Services and carrying out the Services Provider's other obligations under this Agreement until the expiry of the Term, any losses arising out of any claims to be suffered by the Operator as a result of any breach by the Services Provider of this Agreement or from the termination of this Agreement and the costs incurred or to be incurred by the Operator in retendering the Safety and Security Services and concluding a new agreement with a replacement Services Provider, together with any other transitional and unavoidable costs incurred by the Operator and/or the Grantor;

28.4.3 Clause 24.7 (*Force Majeure*) or where termination of this Agreement arises as a consequence of the termination of the Operator Agreement not related to any default of either party to the Operator Agreement, the Services Provider shall be entitled only to those outstanding sums owed to the Services Provider but unpaid in respect of its performance of the Safety and Security Services up to but not including the Termination Date.

28.4.4 Upon termination of this Agreement and notwithstanding any other provision of this Agreement, the Operator shall, if requested to do so by the Services Provider, purchase from the Services Provider (or procure that any successor Services Provider purchases from the Services Provider), at net book value, such items of equipment as are utilised by the Services Provider exclusively in relation to the performance of the Services. This Clause 28.4.4 shall not apply in the event that this Agreement terminates in accordance with Clause 27.3 (*Termination of the Operator Agreement*).

29. **NOT USED**

30. **WARRANTIES**

30.1 The Services Provider warrants and represents to the Operator throughout the Term that:

- 30.1.1 it shall perform the Safety and Security Services with the reasonable skill, care and diligence to be expected of a Services Provider competent to carry out site Safety and Security Services for venues similar to the Premises;
- 30.1.2 the Safety and Security Services will be performed in accordance with Good Industry Practice current from time to time;

- 30.1.3 It shall ensure that, in relation to the provision of the Safety and Security Services, all precautions will be taken to avoid causing any inconvenience, nuisance or danger to any person (including the general public) that renders or might render the Operator liable to any such person for any costs, damages and/or expenses;
- 30.1.4 the provision of the Safety and Security Services will be consistent with the KPI Targets and the Specification;
- 30.1.5 the Safety and Security Services will be performed in an economical manner consistent with the business interests of the Operator;
- 30.1.6 the Safety and Security Services will be performed in accordance with all Applicable Laws;
- 30.1.7 the Safety and Security Services will be performed in accordance with the performance requirements set out in this Agreement and the KPI Targets;
- 30.1.8 it has all necessary authority, power and capacity to enter into and perform this Agreement and that all necessary actions have been taken to enter into it properly and lawfully;
- 30.1.9 this Agreement is validly executed by its duly authorised representative;
- 30.1.10 its entry into and performance of this Agreement does not and will not conflict with any of its contractual obligations or with any Applicable Laws;
- 30.1.11 there are no obligations, commitments, or impediments of any kind that can or will limit or prevent performance of the Safety and Security Services by the Services Provider;
- 30.1.12 it is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Safety and Security Services and perform its obligations under this Agreement;
- 30.1.13 it is capable of and will perform its obligations (including the Safety and Security Services) under this Agreement;
- 30.1.14 it is authorised to do business in the United Kingdom and is properly licensed and registered by any and all necessary governmental, public and other competent authorities having jurisdiction over it and/or over the Safety and Security Services.
- 30.2 The Services Provider warrants, represents and undertakes to the Operator that it will not at any time during the Term or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrance over property of whatever nature owned by or leased to the Operator or the Grantor and which is for the time being in the possession of the Services Provider, for the purposes of this Agreement.
- 31. **PARTIES**
- 31.1 The Operator may freely assign, transfer, novate, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement to the Grantor and shall not be required to procure the consent of the Services Provider.
- 31.2 Subject to Clause 31.3, the Services Provider may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the Operator.
- 31.3 The Services Provider may sub-contract some (but not all) of its obligations under this Agreement only with the prior written consent of the Operator.

- 31.4 The Services Provider shall not be relieved or excused of any responsibility, liability or obligation under this Agreement by the appointment of any subcontractor. The Services Provider shall ensure that all subcontractors comply with the terms of this Agreement.
- 31.5 Save as set out in Clause 16.10 (*Intellectual Property Rights*), a person who is not a party to this Agreement has no rights (whether under the Contracts (*Rights of Third Parties*) Act 1999 or otherwise) to enforce any provision of this Agreement.
- 31.6 Neither Party may pledge the credit of the other Party nor represent itself as being the other Party nor an agent, partner, employee or representative of the other Party and neither Party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other. Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

32. CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT

32.1 Entire Agreement

- 32.1.1 This Agreement contains the entire agreement between the Parties in relation to its subject matter and supersedes any prior arrangement, understanding, written or oral agreements between the Parties in relation to such subject matter.
- 32.1.2 The Parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.

32.2 Precedence

- 32.2.1 In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement are as follows:
- (a) Clauses 1 (*Definitions and Interpretation*) to 36 (*Double Recovery*) of this Agreement;
 - (b) Schedule 12 (*Definitions and Drafting Conventions*);
 - (c) the remaining Schedules and their Appendices.

32.3 Severability of provisions

If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under Applicable Law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

32.4 Set-Off

- 32.4.1 The Operator may at any time or times, set off any liability of the Services Provider to the Operator against any liability of the Operator to the Services Provider under this Agreement. Any exercise by the Operator of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.
- 32.4.2 The Services Provider may at any time or times, set off any liability of the Operator to the Services Provider against any liability of the Services Provider to the Operator under this Agreement. Any exercise by the Services Provider of its rights under this clause shall be

without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

32.5 Waiver

32.5.1 The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other, nor by any failure of or delay in ascertaining or exercising any such rights or remedies.

32.5.2 Any waiver of any breach of this Agreement shall be in writing.

32.5.3 The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

33. CONTRACT ADMINISTRATION

33.1 Variation

No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is validly executed by each of the parties to this Agreement.

33.2 Counterpart Signatures

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

33.3 Further Actions Required

Each Party shall and shall use their reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the other Party such other instruments and documents and take such other action as may reasonably be required for the purpose of giving full effect to this Agreement.

33.4 Notices

33.4.1 Any notices sent under this Agreement must be in writing. Notice by email is deemed to be in writing.

33.4.2 Notices may be served, in the ways set out in the table set out below.

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day	properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting or at the time and date recorded by the delivery service;	properly addressed prepaid and posted
Prepaid international air postal service	9.00am on the fifth Business Day after posting	properly addressed prepaid and posted
Email	9.00am on the first Business	despatched in a legible and

	Day after sending	complete form to the correct e-mail address without any error message provided that a confirmation copy of the e-mail is sent to the recipient by another method set out above. Failure to send a confirmation copy will invalidate the service of any e-mail transmission.
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- 33.4.3 Any notice, request and other correspondence pursuant to or in connection with this Agreement shall be in English and shall be sent to the addresses specified below (or such other address as may be notified in writing):

Operator

Contact name: [REDACTED]
Address: London Stadium 185 Limited
c/o VINCI Concessions
1 Ludgate Square
London
EC4M 7AS

Tel: [REDACTED]

Services Provider

Contact name: The Company Secretary
Address: No.4 Tilgate Forest Business Park
Brighton Road
Crawley
RH11 9BP

Tel: [REDACTED]

34. DISPUTE RESOLUTION PROCEDURE

34.1 Amicable Settlement

The Parties shall first attempt to resolve amicably any dispute, claim, controversy and difference of opinion that might arise between them under or in connection with this Agreement (including without limitation any dispute regarding the existence, validity or termination of this Agreement) ("Dispute") by giving notice to the other Party or Parties that it is applying under this Clause 34 (*Dispute Resolution Procedure*) for dispute resolution, together with sufficient particulars of the matter(s) in dispute (the "Notice of Dispute").

- 34.2 Any Dispute which cannot be settled pursuant to Clause 34.1 shall be resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "Rules"), by one (1) or more arbitrators appointed in accordance with such Rules. The seat of arbitration shall be Paris, France and the language of arbitration shall be English. The decision of the arbitral tribunal shall be final and binding on the Parties.

35. LAW

- 35.1 This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

35.2 The Parties submit to the exclusive jurisdiction of the English courts the procedure for enforcement of the arbitration award.

36. **DOUBLE RECOVERY**

36.1 Notwithstanding any other provision of this Agreement (including in respect of the Services Provider's obligations and liabilities with regard to the Agreement), neither Party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent it has already been compensated in respect of that loss pursuant to this Agreement. Notwithstanding the generality of the foregoing, in the event that the Services Provider suffers a loss or liability as a result of a Primary User exercising its rights and remedies under the Primary User Agreement, then the Operator shall not be entitled to award any Service Credits pursuant to Schedule 9 (*Key Performance Indicators*) in relation to the matter giving rise to such loss or liability.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement on the date written first above.

SIGNED for and on behalf of
LONDON STADIUM 185 LIMITED by:


Finance and Contract Manager
London Stadium 185 Limited



Authorised signatory

SIGNED for and on behalf of
OCS GROUP UK LIMITED by:


Director
OCS Group UK Limited

Director

SCHEDULE 1

SCOPE OF SAFETY AND SECURITY SERVICES

1. General
- 1.1 The Services Provider shall commence the provision of the Safety and Security Services set out in this Schedule 1 (*Scope of Safety and Security Services*) and Schedule 2 (*Safety and Security Services Specification*) at the Premises on and from the Commencement Date until 23:59 hours on the day immediately prior to the day on which the Initial Stadium Event Period expires, when the Final Transformation Period begins.
- 1.2 The Services Provider shall re-commence the provision of the Safety and Security Services at 00:00 hours on the Completion Date.
- 1.3 The Services Provider shall be responsible for the management, co-ordination and operation of the Safety and Security Services provided at the Premises to the extent set out in Schedule 2 (*Safety and Security Services Specification*).
- 1.4 Save for the Equipment, the Services Provider shall provide all labour, plant, materials and other items necessary to carry out and perform the Safety and Security Services and its obligations under this Agreement, as further set out in Schedule 2 (*Safety and Security Services Specification*).

SCHEDULE 2

SAFETY AND SECURITY SERVICES SPECIFICATION

Security and Stewarding Services

The Services Provider shall provide the Safety and Security Services, which includes building security and concierge services, and Stewarding services on a call off basis for all internal and external areas of the Premises in accordance with the standards detailed in this document.

The Services Provider shall provide a professionally managed, high quality security, guarding service that has BS7858:2012 – Security screening of Individuals employed in a security environment and BS7499:2007 – Static guarding and mobile patrol or equivalent accreditation and complies with all legislation governing the security industry and Public Space Surveillance (CCTV).

The Services Provider shall provide a professionally managed, high quality event stewarding service which complies with BS8406:2009 – Event Stewarding and Crowd Safety Services Code of Practice or equivalent accreditation and delivers the requirements of the Guide to Safety at Sports Grounds (the 'Green Guide') and/or the Guide to Health, Safety and Welfare at Music and Other Events (the 'Purple Guide' as appropriate).

Detailed service requirements - security

Security - Licensed Duties:

The requirements for the Safety and Security Services include:

- a. the management of the security control room and CCTV monitors
- b. the provision of static and mobile guarding as instructed by the Operator
- c. access control for staff, visitors and vehicles and administration of pass cards, name plates and Services Provider's permits to work.
- d. lodge and vehicle management duties
- e. the management of and effective response to intruder alarms
- f. fire alarm panel – the effective management and response to activations and the Operator's emergency plans.
- g. information management as determined by the Operator
- h. building key management
- i. management of lost and found property
- j. management of prohibited items
- k. removal of unwelcome visitors
- l. liaison with police and emergency services
- m. concierge and visitor management as specified by the Operator.

- n. out of hours service desk support
- o. first aid provision including administration of defibrillators and the evacuation of disabled persons on stadium Non-Event days
- p. support the drafting of the Operator's Standard Operating Procedures (to be added as Appendix One).

This list is not exhaustive and services may be varied from time to time at the discretion of the Operator. Each of the Services is described in more detail below.

Security Control Room and CCTV Monitors

The Services Provider shall operate and monitor the Operator's closed circuit television system 24 hours a day and 365 days a year in order to safeguard the Operator's Site and staff as part of the overall security requirements.

The Services Provider shall comply with the Data Protection Act, and other relevant legislation, and will ensure full compliance throughout the course of the Agreement and operate in accordance with the latest industry standard public surveillance guidelines.

The Services Provider shall ensure that the communication and dissemination of emergencies/incidents are agreed and in accordance with the Operator's requirements

It will be the responsibility of the Services Provider to ensure that all full time security staff are accredited, trained and available to monitor activities shown on CCTV monitors and where CCTV coverage has failed adequate staff are on Site to cover by providing continuous mobile foot patrols.

The Services Provider shall keep the CCTV systems under continuous review and report back instantly any incidents that maybe of interest or concern to the Operator's Representative.

The Services Provider shall produce staff guidelines as part of their Service Delivery Plan, controlling and updating these documents as required.

The Services Provider shall maintain a close working relationship with the CCTV control room covering the Queen Elizabeth Olympic Park.

Static and Mobile Guarding

The Services Provider will provide static and mobile guarding 24hours a day 365 days a year to protect the Site from unauthorised entry, trespass, theft, breaches of confidentiality, vandalism, damage, loss through negligence, occupation or outbreaks of disorder. Buildings and property will be protected against fire, destruction and items being dishonestly taken or obtained.

Mobile patrols of the interior and exterior of the Site will be conducted to a timetable agreed between the Operator and the Services Provider.

Patrols shall record identification of any malfunctioning of plant/equipment, cleaning requirements or potential breaches of security. The security control room shall be notified of any issues identified whilst on patrol, to allow immediate remedial action to be taken.

The Services Provider shall regularly check door locks when patrolling the Site, and visually scan each area identified to ensure that no unauthorised staff are on Site.

The primary objective at all times shall be to ensure the security of the Site and its occupants. The Services Provider shall produce staff guidelines as part of their Service Delivery Plan, controlling and updating these documents as required.

Access Control

The Security Services provided by the Services Provider must be compliant with the Private Security Industry Act 2001 to meet the requirements of the Operator for physical guarding, use of technology and procedures.

The Services Provider shall be responsible for providing a seamless and integrated service in all operational areas. The Services Provider shall have the ability to provide access control for staff, visitors, contractors and vehicles in accordance with the Operator's requirements. It will be the sole responsibility of the Services Provider to adequately control ingress and egress to the Site, Offices and non-public spaces at all times.

The Operator welcomes innovative proposals from the Services Provider for the optimisation of the management of visitor ingress and egress.

The Services Provider shall include staff guidelines in their Service Delivery Plan for the effective management of any breach of access. The Operator requires continuous access to these procedures, which shall be in place at the commencement of the Agreement.

The Services Provider shall be responsible for the management of deliveries and will be responsible for accepting and securing the goods in accordance with the Operator's Standard Operating Procedures.

The Operator will supply the Services Provider with the appropriate consumables and procedures for the issue and administration of these passes.

The Services Provider shall be responsible for the effective management of all Operator supplied consumables and shall have the ability to provide this service at all times.

The Services Provider shall guarantee that all passes issued to their staff remain in the hands of the individual to whom it has been issued.

Lodge Duties

The Services Provider shall provide when requested, SIA licensed security staff to assist with the management of deliveries and the accurate recording of vehicle access into the Loading Bays.

Intruder Alarms

The Services Provider shall be responsible for the monitoring and investigation of the [REDACTED] intruder alarms by the use of CCTV, Datalog and mobile patrol.

The Services Provider's staff shall be trained in the existing technology listed in Appendices 6 and 7 at zero cost to the Operator.

Response to Fire alarm activations and emergency plans

The Services Provider as part of their Service Delivery Plan, will provide guidelines approved by the Operator for the effective management of all emergency situations and ensure that Services Provider's staff are aware of and fully conversant with their role(s) within the emergency planning structure.

The Services Provider will ensure that these staff receive adequate training to deliver such duties and that they are competent and trained in the response to and use of the operational aspects of the existing Protec Fire Alarm system and the procedures to be followed in the event of an activation as instructed by the Operator.

Training requirements for Services Providers staff must be delivered at zero cost to the Operator.

Appropriate management and supervision of the security service shall form an essential component of the Operator's emergency procedures.

The Services Provider's staff will at all times be aware and familiar with the Operator's current procedures, related life-saving equipment and participate fully in their testing.

The Services Provider's staff must be adequately and thoroughly trained in emergency evacuation measures including but not limited to building evacuation procedures and how to react in the event of fire, bomb, terrorist or any other threat.

In the event of change to the UK national threat status the Services Provider shall ensure that all staff are fully trained to ensure compliance at zero cost to the Operator. Competence records shall be kept for inspection upon request by the Operator.

Information Management

The Services Provider as part of their Service Delivery Plan, will provide guidelines approved by the Operator for the compliant management of the CCTV operation and the effective and accurate reporting of incidents.

The Services Provider will compile an electronic daily log, detailing accurately any incidents requiring investigation/intervention by Security staff. This log will be sent daily to the Operator's Operational Representative.

The Services Provider will be responsible for the downloading of CCTV data and the provision of CD's as and when requested.

The Services Provider shall comply with the Data Protection Act, and other relevant legislation, and will ensure full compliance throughout the course of the Agreement.

The Services Provider shall be responsible for instigating as necessary, any liaison with the Operator's Operational Representative to ensure he/she is fully briefed and security is at all times un-compromised.

Building Key Management

The Services Provider is responsible for all key management issues.

In this context key management services include access cards and other devices which form any part of the access security systems/door mechanisms details of which are contained in Appendix Six.

It will be the Services Provider's responsibility to control access and egress to the Gantry area and confirm areas are secure, reporting any faults, missing keys or passes immediately and in accordance with the Operator's Standard Operating Procedure.

Lost & Found Property

The Services Provider shall operate to the Operator's Standard Operating Procedures to ensure the safe, secure and documented storage / disposal of any property found on the Site and any enquiries resulting from Lost Property. This must be undertaken in accordance with the Operator's Standard Operating Procedure.

Prohibited & Illegal Substances

The Services Provider shall manage the safe keeping, documentation and subsequent removal of any prohibited or illegal substances found on site in accordance with the Operator's procedures.

Removal of "unwelcome" visitors

Working with the Operator, venue Operators and stewarding staff, the Services Provider will identify and remove any visitor creating a public nuisance or displaying unacceptable behaviour.

The Operator is responsible for producing and disseminating an ejection Standard Operating Procedure for the Services Provider to adhere to. This will be contained in Appendix One.

Liaison with police and emergency services

The Services Provider shall build and maintain relationships with the police and all local emergency services to ensure that city wide services and procedures dovetail into all aspects of the Operator's security plans and operations.

Service Desk

The Operator may provide this facility during normal office hours. Outside of these hours the security control room will be the conduit for information and responsible for service requests to pass between departments.

The Operator will produce a Standard Operating Procedure in respect of the management of this facility.

First Aid & Incident Management

The Services Provider's security staff must be first aid, defibrillator administration and disabled evacuation trained to a standard accepted by the HSE and the Operator. Any training or renewal will be at zero cost to the Operator.

The Services Provider's security staff must have a basic health & safety awareness (First Aid at Work Three Day Course) and be fully conversant and practised in Emergency procedures and the response to incidents of accident and personal injury as set out by the Operator. All incidents must be reported in accordance with the Operator's Standard Operating Procedures contained in Appendix One.

Security – Staff

Introduction

The Services Provider is to provide an agreed number of fully qualified and suitably trained staff, the number to be determined by the Operator, to provide a high quality security service 24 hours of the day, 365 days of the year.

It is recognized that security is a disciplined service, where the recruitment, training, management and retention of quality staff is critical to achieving the desired performance standard. The Services Provider shall be monitored to ensure that they have an effective, efficient and sustainable process for first line management and control of security operatives.

The Services Provider shall employ staff of sufficient quantity and competence to deliver the security standards based on a full understanding of the location and scope of works.

The Services Provider is fully responsible for the provision of a management team and culture which is highly effective in delivering the defined standards. This should include but not be limited to effective communication, continuous improvement and change management.

This section outlines some of the key responsibilities of the Services Provider in relation to all levels of staff including temporary members of staff up to senior management levels. To guarantee continuity and standard of service the Services Provider will provide a dedicated core team which will be available and employed at all times.

The Services Provider shall provide details in their Service Delivery Plan of the proposed resource structure and the key staff intended to be employed under this Agreement, including documentary evidence of relevant experience and qualifications.

The Services Provider shall designate key staff with responsibility under this Agreement for delivery of the following functions:

- Services Provider's Strategic Representative (one individual for both security and stewarding management)
- Services Provider's Operational Representative (one individual for both security and stewarding management)
- Supervisor(s)
- Any other staff necessary for delivery of the Services

The Operator reserves the right to interview and approve all key personnel.

Services Provider's Strategic Representative

The Services Provider's Strategic Representative named in Section III 11.2 Administrative Procedures is authorised to act on behalf of the Services Provider and will be the point of contact for the Operators Strategic Representative and will represent the Services Provider at a Strategic Level dealing with Variation of Services, Dispute Resolution and Change of Control measures.

The Operator requires one individual only to undertake the role of Services Provider's Strategic Representative for both the security and stewarding management.

Services Provider's Operational Representative

The Services Provider shall provide a dedicated Operational Representative. Administrative Procedures to be the sole point of contact for the Operators Operational Representative named in Section III.11.2 Administrative Procedures.

The Services Provider Operational Representative (Services Provider's Operations Manager) shall have full authority to act for the Services Provider and serve at all times to carry out the provisions of this Agreement. The person appointed to Services Provider's Operational Representative shall be subject to prior approval by the Operator, being solely dedicated to the stadium island.

The key responsibilities of the Services Provider's Operational Representative will be as follows (this list is not exhaustive):

- to support the senior director of the Services Provider fully in strategic execution of the Agreement.
- management of supervisors, specialist staff and operatives to deliver required site standards.
- vetting, recruitment and staff welfare.
- training of operatives, team leaders' supervisors and managers
- Health and Safety management
- key Operator interface / liaison with the on site Operator's Operational Representative
- to operate working schedules in accordance with the needs of the business and in full consultation with the Operators Operational Representative.
- to provide agreed working schedules to the Operators Operational Representative 8 weeks in advance
- local account management.
- quality standard implementation and management.

- provision, implementation and review of operational procedures.
- measure, monitor and manage Key Performance Indicators.
- auditing of service delivery plans and corrective actions.
- Resourcing the event stewarding plan according to the needs of each individual event, as specified by the Operator.
- The event stewarding plan will allow for the potential requirement for additional staff to compensate for staff no shows at no extra cost to the Operator.
- Preparing generic risk assessments for the Services Provider's staff
- contributing to event-specific risk assessments prepared by the Operator.
- attending all pre event meetings with the Operator as required and advise on event stewarding issues.
- prepare, issue and deliver a pre-event staff briefing to operational Supervisors and Stewards.
- collating all post event reports and submit for the Operator's attention
- create an innovation strategy, delivering proposals to the Operator.

The Operator requires one individual only to undertake the role of Services Provider's Operational Representative for both the security and stewarding management. The Services Provider's Operational Representative shall be solely dedicated to the provision of the Services at the Site. The Services Provider's Operational Representative will be based on Site. Section 9.2 provides further details relating to Accommodation and Welfare Facilities for the Services Provider's Operational Representative whilst based on Site.

The provision of first class customer service is key to the vision and values of the Operator. The Services Provider's appointed Operational Representative shall recognise the importance of the security and stewarding service provided and will act professionally and possess a tactful demeanour at all times. The Services Provider's Operational Representative will ensure all security staff are pro- active in providing a first class, customer focused service to all of our employers demonstrating commitment to high standards of delivery, proving to be an integral part of the customer offer. The Operator reserves the right to interview and approve all key staff.

Defined Roles & Responsibilities

The Services Provider shall provide the appropriate licensed security staff to meet the agreed level of manned security cover. All levels of staff shall be fully informed and understand their roles and responsibilities and deter unauthorised entry, trespass, theft, vandalism, damage, loss through negligence, fire, flood, breaches of health and safety and the deterrence of unauthorised merchandising and catering to internal and external areas of the Site.

Hours accrued throughout the performance of services, e.g. due to a change in circumstances at the Site or an alteration to business needs, will be used at a later date at the Operator's discretion.

The Services Provider's staff will work with the Operator's staff including key staff identified below:-

Operator's Strategic Representative

The Operators Strategic Representative named in Section III 11.2 Administrative Procedures is authorised to act on behalf of the Operator and will be the point of contact for the Services Provider's Strategic Representative and will represent the Operator at a strategic level dealing with issues such as variation of Services, Dispute Resolution and Change Control measures.

Operator's Operational Representative

Operator's Representative Responsibilities

The main responsibilities of the dedicated Operator's Operational Representative named in Section III 11.2 Administrative Procedures can be summarised as follows:

- auditing of the Services Provider's site specific Risk Assessments and H&S records
- keeping up to date statutory registers and associated certificates where applicable

- monitoring specifications provided by the Services Provider in respect of the Operator's requirements
- approval of sub-contractors proposed by the Services Provider;
- acting as a focal point for the Operator's requirements, thereby controlling budgets
- agreeing event schedules with the Services Provider and liaising with the Operators Site staff, as appropriate
- authorising Services and maintaining commitment with regard to accounting procedures
- auditing of Services for quality, quantity, timeliness and best value for money;
- auditing of training records, working practices, uniform and operational delivery
- reviewing and checking all relevant invoices and authorising payment in accordance with the delegated authorities from the Operator;
- receiving the Services Provider's reports on how he is delivering best value for money for the Operator
- agreeing prices where Services fall outside the Agreement;
- agreeing and monitoring the Services Provider's Operational Representatives Service Delivery Plan.

Training & Qualifications

The Services Provider's security personnel, permanent and temporary shall hold the necessary accreditation, dependant and compliant on the role for which they are deployed.

Security staff must at all times observe a duty of care to venue Operators and work in accordance with the SIA Approved Services Provider Scheme. The Services Provider shall ensure that all staff deployed will receive customer service training (at zero cost to the Operator) which has been specifically approved by the Operator for staff working on Site. This training will be delivered by the Services Provider or an approved third party.

When requested, the Services Provider shall provide the Operator and the Operator's employees with the relevant training courses as deemed necessary by the Operator. The training courses may be delivered on line or at the Operator's site.

The Services Provider will ensure all security staff, both existing and new, will be given further training by the Services Provider in equality of opportunity, disability awareness and zero tolerance of racial discrimination and abuse.

DBS

All Security Personnel shall have Disclosure Barring Service clearance prior to performing the Services at the Operator's Site.

Staff Retention

The Services Provider shall use its best endeavours to maintain the staff for the duration of the Agreement. In the event of an approved change of staff there shall be a reasonable handover period during which the outgoing and incoming persons shall both be engaged in the Services. Changes, removals and additions to staff shall not be made without the prior written approval of the Operator.

The Operator shall specify the length of the handover period required for the change of the staff in the notification giving authorisation for the change. The time spent by the incoming person during the handover period shall not be chargeable.

The Operator may interview staff whom it proposes to engage in the Services. All the Services Provider's expenses involved in such interviews by the Operator shall be to the account of the Services Provider.

DETAILED SERVICE REQUIREMENTS – STEWARDING

Introduction

The venue hosts a large variety of events each requiring different and specific stewarding expertise. The Services Provider must be able to provide a diverse range of qualified licensed and unlicensed staff to provide excellent customer service whilst safely maintaining control over access and egress for London Olympic Stadium visitors.

The Services Provider shall undertake internal and external marshalling and ushering duties by appropriately trained and competent traffic management staff.

The Services Provider shall provide event related escorting and marshalling. Working with the security staff, the Services Provider's licensed staff will be required to assist in the escort and/or protection of one or more individuals against assault, attack or injuries that might be suffered in consequence of the unlawful conduct of others.

The Services Provider shall liaise with the Operator's Operators and specialist security stewards. The Operator reserves the right to allow Operators to use their own specialist security stewards for specific duties as circumstances dictate. The Services Provider will liaise and as applicable work alongside these stewards, in line with the Operator's requirements.

The Services Provider's staff will be expected to observe the following points during events and inform the on site security staff or the Operator's Operational Representative of any occurrence of:

- Suspect packages, objects and/or vehicles
- Building and demise site area searches when required
- Persons behaving in a suspicious manner
- Damage to or theft from vehicles on site.
- Signs of forced entry and broken glass graffiti or vandalism.

The Services Provider will provide an agreed, event specific percentage of stewards trained / accredited in the following:

- First Aid at Work
- Defibrillators
- Evacuation Chair
- Disabled Assistance.

Stewarding Duties

The requirements for Licensed stewarding services include;

- a. screening and vetting of visitors at all operational entrances
- b. body & bag searches compliant with the Operator's door search policy
- c. the identification of non authorised selling of merchandise
- d. external visitor management
- e. front of stage pit control, backstage and Artists Village stewarding (if requested by the Operator's Operator(s))
- f. box office queue management

The requirements for Unlicensed stewarding services include;

- g. ticket and accreditation inspection
- h. customer service enquiries
- i. cloakroom duties (as required)
- j. removal of litter/small spillages or other minor cleaning requirements
- k. traffic management.

This list is not exhaustive and the Services may be varied from time to time at the discretion of the Operator. Each of the Services are described in more detail below.

Screening of Visitors

During events it will be the responsibility of the Services Provider to screen and approve a person's suitability to enter the premises and in conjunction with the on-site security staff to manage and adequately control access and egress into specific areas of the venue and to ensure that at no time unauthorised individuals are allowed to enter specific zones. The Services Provider shall be responsible for politely challenging any person not in possession of an appropriate pass, ticket or accreditation to maintain the safety and integrity of the Site.

The Services Provider shall have established procedures to escalate any potential intrusion, including calling for immediate security attendance. The Operator will reserve the right to review these procedures, which shall be in place at the commencement of the mobilisation period, and to agree with the Services Provider any variations that shall prove necessary.

The Services Provider will be responsible for the control of vehicular access and egress into the Loading Bay areas of the Site and to ensure that at no time unauthorised vehicles are allowed to enter without accreditation or searching appropriate to the prevailing national and local counter terrorism threat assessments.

Body & Bag Searches

The Services Provider will, on request, be responsible for the screening and searching of venue attendees and the confiscation of unauthorised and/or prohibited items.

The Services Provider will ensure that searches will be compliant with SIA licensing criteria and will work within the guidelines of the Operator's door and search policy.

Identification of non authorised selling of merchandise

In conjunction with on site security staff, the Services Provider will assist in the identification and control of any unauthorised selling or illegal sales activity. The Services Provider will work in conjunction with security staff and any external authority to assist in the removal of individuals involved in such activity both on site and within external Site areas.

External visitor management

The Services Provider will be responsible for internal and external crowd management.

The Services Provider will advise in the planning, preparation and provision of crowd management activities, based on the audience profiles determined by the Operator, to provide excellent customer services and obviate the need for crowd control action involving forced restraint.

During the course of events, and at any other times it may be deemed necessary, the Services Provider's staff shall remove from the Site (inclusive of the multi storey car park), any persons who are identified by the Operator, Services Provider, authorised agents or the Operator's Operator as being unwanted visitors. This may require the assistance of other agencies and it is a requirement that the Services Provider's staff seek authority from Security Control (outside an event period) or the Stadium Control Room (during an event) before any persons are removed from the site.

All removals of personnel from the Site are to be made with due regard for the health and safety of all involved and as well as the potential for review and investigation by the Operator, regulatory authorities and the media. It is imperative that all staff involved in removal activity are appropriately trained in the latest industry techniques, qualified, licensed and equipped.

Front of Stage Pit Control / Backstage Areas

The Services Provider shall provide stewarding of technical (crew, officials, exhibitors, etc) areas including front of stage pit, backstage areas (if required by the Employer's Operator), and the provision of ushers. The Services Provider shall provide these Services on completion of the appropriate risk assessment and in accordance with best industry practise. The Services Provider shall provide stewards who have manual handling training and the relevant experience for the associated duty.

Box Office Queue Management

The Services Provider will collaborate with the on site security staff in the protection and security of all people and property on and around the Site and will provide queue management support to the event box office during event on sale and event open periods.

Ticket and Accreditation Inspection

The Services Provider will be responsible for the stewarding of entrances, exits and restricted access doors. The process for this may include responsibility of scanning/ validating event tickets and delegate badge checking procedures

Customer Service Enquires

The Services Provider's staff will represent the Operator and should possess key qualities including the ability to provide a high standard of customer service and presentation. They will represent the Operator in providing a welcoming service to customers, offering support, assistance and directional guidance during their visit.

Cloakroom Duties & Prohibited Items

The Services Provider will upon request, provide staff to assist with cloakroom duties and the successful management and detainment of prohibited items during the event open period.

Traffic Management

The Services Provider shall provide management of vehicular traffic to all internal and external areas and roads during events as identified by the Operator. The size and profile of the event will determine the volume of vehicles and pedestrians entering and exiting the Site.

The Services Provider must be able to demonstrate and provide appropriately trained and competent traffic management staff to work within the framework of the Operators Event Management Strategy.

The Services Provider will provide an agreed, event specific number of Banks man trained stewards for traffic management duties if requested.

Stewarding - Associated Services

At the discretion of the Operator and in the interest of an event, the Services Provider's stewarding staff may be called upon to carry out duties outside the normal scope of stewarding and may act in other front of house positions as and when there is a business need. The Operator expects all stewarding staff to be skilled in all aspects of customer care to allow for redeployment as and when required.

The Services Provider shall provide a chargeable specialist drug and explosive dog search capability when deemed necessary by the Operator.

Stewarding - Staff

Introduction

This section outlines some of the key responsibilities of the Services Provider in relation to all levels of staff and should be as applicable for a temporary member of staff to senior management levels. To guarantee continuity and standards of service the Services Provider will provide a core stewarding team which will be available and employed at all events. The Services Provider shall provide an agreed number of suitably trained SIA Licensed, Unlicensed and if required, DBS enhanced staff (Supervisors), the number to be determined by the Operator

It is recognized that stewarding is a disciplined service, where the recruitment, training, management and retention of quality staff is critical to achieving the desired performance standard. The Services Provider shall be monitored to ensure that they have an effective, efficient and sustainable process for first line management and control of operatives.

The Services Provider shall employ staff of sufficient quantity and competence to deliver the stewarding standards based on a full understanding of the location and scope of works.

The Services Provider is fully responsible for the provision of a management team and culture which is highly effective in delivering the defined standards. This should include but not be limited to effective communication, continuous improvement and change management.

The Services Provider shall employ efficient and competent professionals who shall maintain a smart and presentable appearance, a friendly and helpful attitude and be able to familiarise themselves quickly with the service requirements. In order to improve response times and background knowledge, the Services Provider shall wherever possible allocate specific staff to the Site. This is to help the Services Provider to develop effective working relationships with the Operator's Operational Representative and the Operator's staff.

The Services Provider shall provide details in their Service Delivery Plan of the proposed resource structure and the key staff intended to be employed under this Agreement, including documentary evidence of relevant experience and qualifications.

The Services Provider shall designate key staff with responsibility under this Agreement for delivery of the following functions:-

- Services Provider's Strategic Representative (one individual for security and stewarding management)
- Services Provider's Operational Representative (one individual for both stewarding and security management)
- Supervisor(s).

For further details of the above roles, please refer to the section Security – Staff above.

The Operator reserves the right to interview and approve all key staff.

In line with its overriding priority to ensure safety and good public order, the Services Provider shall produce upon mobilisation, a working venue profile document to be used to assist the Services Provider's event stewarding staff to be deployed at the Site to learn about and understand the Site.

Defined Roles & Responsibilities

The Services Provider when requested is to provide an agreed number of fully qualified and suitably trained staff, the number of which to be determined by the Operator, to provide a high quality stewarding service as required by the Operator.

Due to the nature of the event industry, the frequency, size and profile of events will determine the number of qualified stewards the Operator will require the Services Provider to provide at any particular time.

The number and positions of fixed and mobile stewards shall be proposed by the Services Provider for approval by the Operator on an event by event basis.

The Services Provider is to provide the agreed level of manned event stewarding cover during events in conjunction with the on site security staff to deter unauthorised entry, trespass, theft, vandalism, damage, loss through negligence, fire, flood, breaches of health and safety, deter unauthorised merchandising and catering to internal and external areas of the Site.

The Services Provider shall at all times recognise the importance and impact of the stewarding service and will hire staff that are reliable, professional and tactful in demeanour. At no time will the Services Provider allow a shortfall in the presentation of the stewarding service thus providing maximum reassurance to the Operator's staff of its professionalism.

The Services Provider's staff will be required to be knowledgeable about the Site and its location and should be able to provide a high standard of customer service and personal presentation.

The Services Provider's staff are required to contribute towards providing a welcoming and customer friendly Site which enhances the customer experience.

Hours accrued throughout the performance of services, e.g. due to a change in circumstances at the Site or an alteration to business needs, will be used at a later date at the Operator's discretion.

The Services Provider's staff will work with the Operator's staff including key staff identified below:-

- Operator's Strategic Representative
- Operator's Operational Representative.

For further details of the above roles, please refer to the section Security – Staff above.

Training & Qualifications

In addition to the requirements set out in Section II clause 9.1, the qualifications and training of all event stewarding staff shall meet the standards laid down by the Security Industry Association or equivalent.

All staff deployed by the Services Provider will hold or working towards a Level Two Certificate in Spectator Safety and any necessary SIA accreditation and will either hold or be working towards the current relevant NVQ for the role for which they are employed.

When requested, the Services Provider shall provide the Operator and the Operator's Operators with the relevant training courses as deemed necessary by the Operator. The training courses may be delivered on line or at the Operator's site.

If requested by the Operator, the Services Provider shall provide on site steward assessors, qualified to NVQ A1 level, at events to ensure compliance with appropriate standards. The Services Provider shall make available reports written by the assessors upon request from the Operator.

Staff Retention

The Services Provider shall use its best endeavours to maintain the staff for the duration of the Agreement. In the event of an approved change of staff there shall be a reasonable handover period during which the outgoing and incoming person shall both be engaged in the Services. Changes, removals and additions to staff shall not be made without the prior written approval of the Operator.

The Operator shall specify the length of the handover period required for the change of the staff in the notification giving authorisation for the change. The time spent by the incoming person during the handover period shall not be chargeable.

The Operator may interview staff whom it proposes to engage in the Services. All the Services Provider's expenses involved in such interviews by the Operator shall be to the account of the Services Provider.

Stewarding - Uniform and Equipment

The Services Provider must manage the issue and return of all stewarding staff uniforms, the will be purchased and supplied to the Services Provider by the Operator. All of the Services Provider's staff will be expected to wear approved uniforms whilst on site

The Operator expects the level of personal appearance and uniform to be of a high standard, appropriate for the event being staged and project the professionalism of the Services Provider at all times.

Stewarding - Sub-Contracted Work

The Services Provider shall be responsible for establishing appropriate agreements to sub-contract services if required. The Services Provider should supply the Operator with a detailed list of all activities which are sub contracted and details of the sub-contracting company.

Any sub contracted companies should be approved beforehand by the Operator.

The Services Provider is fully responsible for ensuring that the sub Services Provider meets all of the Operator's regulations to work on site and that appropriate back to back agreements exist between Services Provider and sub-contractors to meet all requirements of the Operator.

The Services Provider shall on an annual basis provide an updated list of sub-contractors, detail of service provision and on request detail of agreement and/or Service Level Agreement as evidence of ability to meet the Companies requirements.

SCHEDULE 3

RECEIVABLES AND PAYMENT

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

"Additional Fee"	means the amount to be paid by the Operator to the Services Provider pursuant to this Agreement which represents the amounts incurred by the Services Provider for Additional Services (excluding Additional Services provided in relation to Events), calculated by reference to the hours and Personnel levels which have been requested by the Operator and/or the Safety and Security Director, based on the hourly rates set out in Part 1;
"Additional Services"	means services additional to the Safety and Security Services instructed in accordance with Clause 7
"Fees"	means the Additional Fee, the Non-Event Fee and the Stewarding Fee;
"Financial Year"	means each period of twelve (12) months throughout the Term commencing on 1 April and ending on 31 March;
"Indexation"	means the adjustment of an amount or sum in accordance with Paragraph 7 (<i>Indexation</i>) and "Index" or "Indexed" shall be construed accordingly;
"Monthly Payment"	means the monthly payment calculated in accordance with Paragraph 6 (<i>Monthly Payments</i>);
" Non-Event Fee "	means the monthly fee for the relevant month set out at Part 1 (<i>Non-Event Fee</i>) to be paid by the Operator to the Services Provider pursuant to this Agreement related to 24/7 security;
"Open Book Data"	means complete and accurate financial and non-financial information which is sufficient to enable the Operator to verify the safety and security costs already paid or payable and forecast to be paid during the remainder of the Term and to comply with the requirement of the Grantor as per the Operator Agreement;
"Stewarding Fees"	means the amount to be paid by the Operator to the Services Provider pursuant to this Agreement which represents the amounts incurred by the Services Provider in respect of the Safety and Security Services provided during a calendar month in respect of Events. This cost is calculated by reference to the hours and Personnel levels for the Safety and Security Services which have been requested by the Operator and/or the Safety and Security Director, based on the hourly rates set out in Part 2 (<i>Schedule of Hourly Rates and Services</i>) and a portion to the other costs directly related to the stewarding ;
"Supporting Documentation"	means sufficient information in writing to enable the Operator reasonably to assess whether the Monthly

Payments are properly calculated;

2. INVOICES AND PAYMENT

- 2.1 Invoices shall be issued in accordance with this Schedule 3 (*Receivables and Payment*).
- 2.2 Unless the Parties agree otherwise in writing, all invoices shall be paid in pounds sterling in cleared funds to the applicable bank account of which the relevant Party may from time to time notify the other.
- 2.3 The Operator shall pay all invoices by the end of the month following the month in which the relevant Safety and Security Services are provided, subject to receipt by the Operator of a correctly issued tax invoice and the Monthly Report seven (7) Business Days after the beginning of the relevant month of payment. In the event that payment of the invoices due to the Services Provider is more than fourteen (14) calendar days late, the Services Provider may (notwithstanding any other rights it may have under this Agreement), suspend any further performance of its obligations under this Agreement pending receipt of full payment. Without prejudice to any other rights the Services Provider may have, following any payment the Services Provider shall recommence the Safety and Security Services within 5 (five) Business Days and shall be entitled to recover any reasonable costs incurred by reason of the suspension and the subsequent re-mobilisation, duly justified.
- 2.4 The Services Provider shall pay all invoices within thirty (30) Business Days of the date of receipt of a correctly issued invoice.
- 2.5 The Operator shall be entitled to exercise the right to set-off any sums owed to it against any payments due to the Services Provider under or in relation to this Agreement or in respect of termination of this Agreement.
- 2.6 If the Services Provider fails to pay any sum payable under this Agreement within fourteen (14) days of the due date then, without prejudice to the Operator's other rights under this Agreement, the Services Provider shall pay interest on the overdue amount from the due date until payment is made in full both before and after any judgment, at one per cent (1%) per annum above the HSBC Bank plc base lending rate from time to time accruing on a daily basis and compounded quarterly.
- 2.7 If any sum payable to the Services Provider under this Agreement is not paid when due then, without prejudice to Services Provider's other rights under this Agreement, the Operator shall pay interest on the overdue amount from the due date until payment is made in full both before and after any judgment, at one per cent (1%) per annum over HSBC Bank plc base lending rate from time to time accruing on a daily basis and compounded quarterly.
- 2.8 If either Party has a bona fide dispute in respect of the whole or any part of any amount due under this Agreement, then it shall notify the other of the nature of such dispute in writing no later than fifteen (15) days after either receipt of the Monthly Report or after receipt of the relevant invoice (as applicable) giving all relevant details and shall pay the undisputed part in accordance with this Agreement. The Parties shall cooperate in good faith to resolve the dispute as amicably and promptly as possible. On settlement of any dispute, the relevant Party shall make the appropriate payment in accordance with this Agreement.
- 2.9 The Services Provider shall not be entitled to any payment in respect of the Safety and Security Services unless otherwise stated in this Agreement.
- 2.10 All payments payable under this Agreement will become due immediately on its termination.
- 2.11 All amounts due and payable to either Party under this Agreement are exclusive of any applicable VAT.

3. ADVANCE PAYMENT

- 3.1 Subject to Paragraph 3.2 below, the Operator will pay the Services Provider the sum of [REDACTED] as an advance payment of the Fees, such payment to be made by the earlier of 30 April 2015 or the commencement of mobilization by the Services Provider ("Advance Payment").
- 3.2 The Services Provider shall guarantee the repayment of the Advance Payment by delivering to the Operator a guarantee in the form set out in Schedule 3, Appendix 1 (*Advance Payment Guarantee*), such guarantee to be provided before the Advance Payment is made.
- 3.3 The Advance Payment Guarantee will be valid until the later of the return of the Advance Payment to the Operator or until the Operator has made all payments due under this Agreement.
- 3.4 The Advance Payment Guarantee will be valid until the earlier of the return of the Advance Payment to the Operator or until the Operator has made all payments due under this Agreement.
- 3.5 Three (3) months before the term of the Agreement the Parties shall meet and agree the payment conditions in order to use the Advance Payment to pay the Monthly Payment to the Services Provider.

4. NON-EVENT FEE

- 4.1 The Services Provider shall be entitled to a monthly Non-Event Fee of [REDACTED]
- 4.2 These costs include the laptops used by the staff and the annual maintenance for the golf buggies.
- 4.3 The Services Provider acknowledges that in 2015, the Non-Event Fee will be charged to the Operator only during the Initial Stadium Events Period. Subject to Clause 5 (*Transformation Period*) the intention of the Parties is that the Services Provider will be provide the Safety and Security Services to [REDACTED] during the Final Transformation Period.
- 4.4 Again, subject to Clause 5 (*Transformation Period*), after the Completion Date the intention of the Parties is that the Non Event Fee will be charged again to the Operator.

5. ADDITIONAL FEE

- 5.1 The Operator can request Additional Services in respect of core security (not related to an Event). Where the Services Provider provides these Additional Services (excluding Additional Services provided in relation to Events, payments for which shall be governed in accordance with Paragraph 5 (*Stewarding Fee*)), the Services Provider shall be entitled to the Additional Fee in that case the hourly rates set out in Part 1 of the present schedule will be applied. The Services Provider shall set out the Additional Fee to which it is entitled in the Monthly Report. Where the Operator disputes the amount set out, it shall be entitled to dispute it in accordance with Paragraph 2.8.

6. STEWARDING FEE

6.1 No later than five (5) Business Days after an Event at which Safety and Security Services have been performed, the Services Provider shall submit to the Operator a report setting out:

6.1.1 the Safety and Security Services performed in respect of the Event, Personnel levels, and the hours worked (based on the Operator's instructions) and any supporting information reasonably requested by the Operator; and

6.1.2 the total Stewarding Fees payable in respect of the Event (plus VAT) calculated on the basis of the figures set in Schedule 3 - Part 2 (*Stewarding Fee*).

6.2 Where a report has been provided in accordance with the requirements of Paragraph 5.1, the Services Provider shall be entitled to include as part of the next Monthly Report an invoice in respect of the Stewarding Fees in respect of the Event to which the report relates.

7. MONTHLY PAYMENTS

7.1 Provided always that the Operator has received a valid tax invoice from the Services Provider for the relevant amount four (4) Business Days after the beginning of the relevant month, the Operator shall pay the Services Provider in accordance with Paragraph 2.3 above for:

7.1.1 The Non-Event Fee for the previous month;

7.1.2 any Additional Fee payable for the previous month; and

7.1.3 any Stewarding Fee payable, pursuant to Paragraph 6.2 in respect of the previous month.

8. INDEXATION

8.1 Amounts or sums in this Agreement which are expressed to be "subject to Indexation" or "Indexed" shall be adjusted in accordance with the provisions of this Paragraph 7 (*Indexation*) to reflect the effects of inflation.

8.2 Where Indexation applies, the relevant adjustment shall be:

8.2.1 applied as of 1 April in each Financial Year commencing 1 April 2015 (each such date an "Adjustment Date"); and

8.3

8.3.1 The rates and costs defined in respect of the Additional Fee, the Stewarding Fee, and the Non-Event Fee shall be adjusted in accordance with the following formula:

$$M_n = M_0 \times \left(\frac{IndexI_n}{IndexI_0} \right)$$

Where

M_n = the new rates and costs in respect of the Additional Fee, the Stewarding Fee, and the Non-Event Fee effective from and including 1st April of each Year until and including 30th March of that Year;

M_0 = the rates and costs in respect of the Additional Fee, the Stewarding Fee, and the Non-Event Fee as set out in the present Schedule in real terms at 2015 prices.

$IndexI_n$ = last RPI known at the adjustment date; and

$IndexI_0$ = RPI of December 2014 (257.5)

9. **OPEN BOOK DATA**

9.1 During the Term, and for a period of seven (7) years following the end of the Term, the Services Provider shall:

9.1.1 maintain and retain the Open Book Data; and

9.1.2 disclose and allow the Operator and/or the Grantor reasonable access to the Open Book Data.

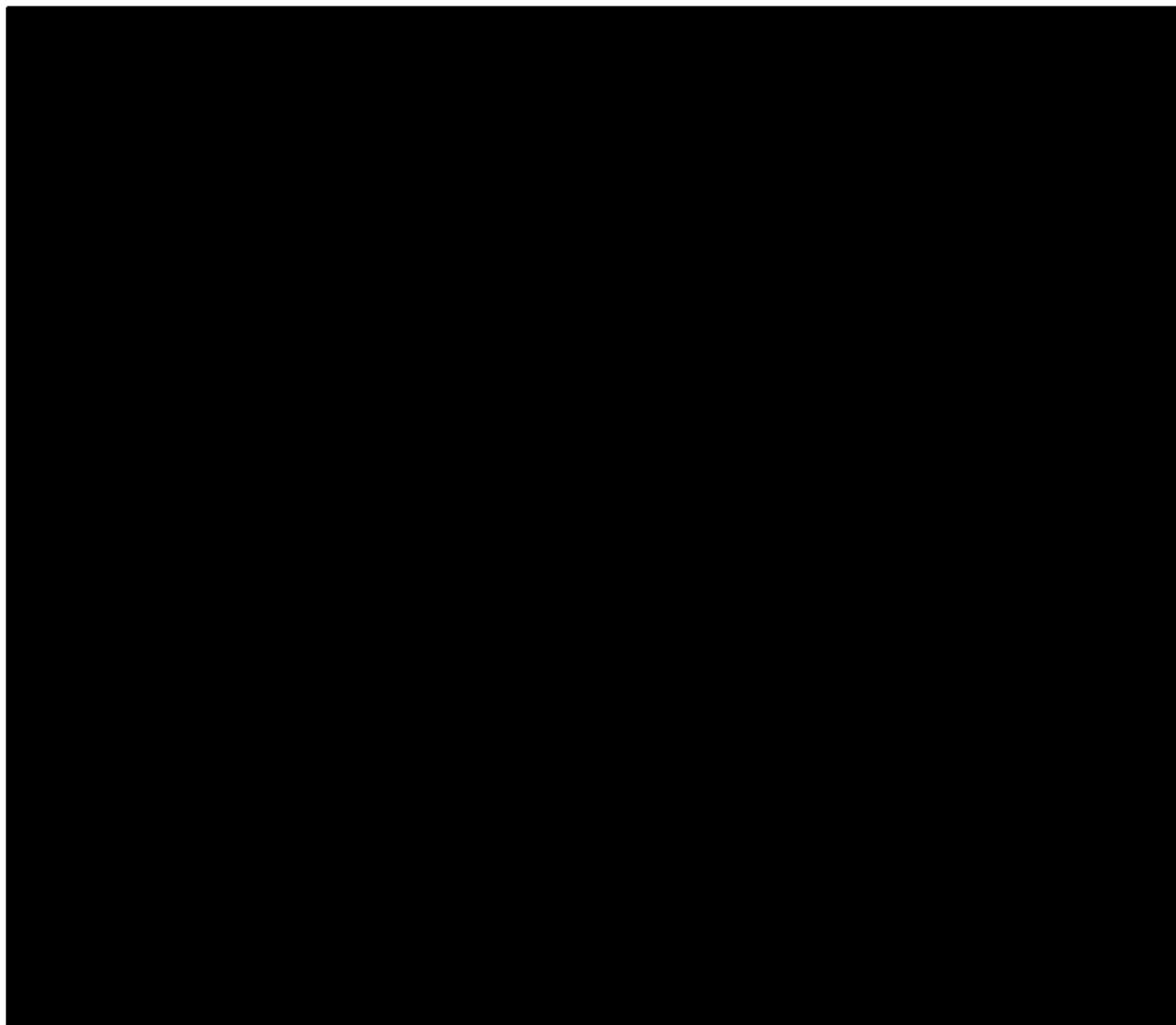
9.2 No later than thirty (30) Business Days after the Effective Date, the Services Provider shall prepare and provide to the Operator for approval of the format a template financial report for inclusion in the Operator's Annual Report which will evidence the Monthly Payments together with any Supporting Documentation. The Operator shall provide its approval or comments within twenty (20) days. If the template report is not approved by the Operator then the Services Provider shall make such amendments as may be reasonably required by the Operator. Failure by the Operator to provide any comments within the required period shall be deemed to be an Operator approval.

PART 1

NON-EVENT FEE

1. The Non-Event Fee is based on the following principals:

Typical staff rota for the Non-Event FEE :



2. In case of Additional Services requested, the following hourly rates will be applied:

Role	Charge Rate Per Hour (ex VAT)
Contract Supervisor	
Officer – Control Room	
Officer – Patrol	

PART 2

STEWARDING FEE

For every events, the Services Provider will charge the Operator the activation costs directly related to the stewarding (the "Activations Costs") and the stewarding costs based on an hourly rate (the "Stewarding Costs"):

1) Activation Costs:

The Activation Costs are the followings and are related to the costs incurred by the Services Provider for the stewarding scheduling and resourcing (including Disclosure and Barring Service "DBS" check):

- From April 2015 to March 2016 : [REDACTED] per Event on the basis of 6 Events
- From April 2016 to March 2017 : [REDACTED] per Event on the basis of 20 Events
- From April 2017 to March 2018 : [REDACTED] per Event on the basis of 24 Events

In the case that the number of Event per year is different than expected as used as reference above, the Services Provider will charge the Operator additional costs based on the following:

- From April 2015 to March 2016 : [REDACTED] per missing Event and [REDACTED] per additional Event
- From April 2016 to March 2017 : [REDACTED] per missing Event and [REDACTED] per additional Event
- From April 2017 to March 2018 : [REDACTED] per missing Event and [REDACTED] per additional Event

These costs will be equivalent to:

- [REDACTED]
- [REDACTED]
- DBS check costs
- Costs of the equipments listed in Schedule 8

These costs will have to be duly justified by the Services Provider.

At the end of each Year, the Services Provider and the Operator will determine the number of missing or additional Event related to that Year, and, as the case may be, the Services Provider will charge accordingly the Operator.

2) Stewarding Costs

The Stewarding Costs are given by multiplying the hourly rates bellowed and the number of hours as agreed between the Services Provider and the Operator related to the security plan defined for the Event:

Hourly rates of stewards

Role	Charge Rate Per Hour (ex VAT)
Level Manager	
Quad Managers	
Team Leaders	
Security Response Steward	
SIA Safety Steward	
Safety Steward	
Guest Relations	
Event Day Control Operatives	
Traffic Marshall	
Pit Supervisor	
Pit Security	
Crowd Safety Spotter	

APPENDIX ONE

ADVANCE PAYMENT GUARANTEE

THIS GUARANTEE is made as a Guarantee this ____ day of _____ 2015

Between

- (1) **LONDON STADIUM 185 LIMITED**, a company registered in England and Wales, with company number 9359341, whose registered office is at No.1 Park Row, Leeds, LS1 5AB (the "Operator"); and
- (2) **OCS GROUP UK LIMITED**, a company registered in England and Wales, with company number 3056469, whose registered office is at No.4 Tilgate Forest Business Park, Brighton Road, Crawley, West Sussex, RH11 9BP (the "Guarantor").

BACKGROUND

- (A) The Operator and the Guarantor have entered into the Safety and Security Services Agreement in relation to the provision of Safety and Security Services by the Operator at the Premises. For the benefit of the Operator and the Event Organisers (including the Primary Users) (the "Agreement") upon and subject to the terms and conditions therein set out.
- (B) The Operator has agreed to pay the sum of [REDACTED] as an advance payment (the "Advance Payment") to the Guarantor pursuant to the Agreement.
- (C) The Guarantor has agreed with the Operator to guarantee the repayment of the Advance Payment.

NOW IT IS HEREBY AGREED as follows:

- 1. In consideration of entering into the Agreement and paying the Advance Payment, the Guarantor unconditionally and irrevocably promises to pay to the Operator on demand a sum or sums not exceeding in aggregate the Advance Payment, provided that the Operator's demand:
 - 1.1 complies with this Advance Payment Guarantee, and
 - 1.2 shall not exceed in amount the Advance Payment, less any sum properly deducted by the Services Provider in relation to outstanding or unpaid monies due to the Services Provider under the Agreement.
- 2. This guarantee shall expire on the earliest of the repayment of the Advance Payment by the Services Provider or the Advance Payment reducing to zero following deductions being made by the Services Provider in relation to outstanding or unpaid monies due to the Services Provider under the Agreement.
- 3. Any demand made under this Guarantee must be in writing and made to the Company Secretary of the Guarantor at the registered office and must:
 - 3.1 state that the Guarantor has failed to repay the Advance Payment; and
 - 3.2 specify the amount of the Advance payment paid to the Services Provider, even if zero; and
 - 3.3 specify the amount claimed.

4. The Operator shall not be obliged, before taking steps to enforce any of its rights and remedies under this Guarantee, to:
 - 4.1 take any action or obtain judgment in any court against the Guarantor or any other person;
 - 4.2 make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Guarantor or any other person; or
 - 4.3 make demand, enforce or seek to enforce any claim, right or remedy against the Guarantor or any other person.
5. The Guarantor's maximum aggregate liability under this Guarantee shall be the amount of the Advance Payment.
6. The liability of the Guarantor under this Guarantee shall not be reduced, discharged or otherwise adversely affected by:
 - 6.1 any amendment, variation, novation, replacement or supplement of the Agreement including without limitation any change in the purpose of, any increase in or extension of the guaranteed obligations and any addition of new guaranteed obligations;
 - 6.2 any grant of time, indulgence, waiver or concession to the Guarantor; or
 - 6.3 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Guarantor.
2. Unless otherwise defined in the Guarantee, capitalised terms used herein shall bear the meanings ascribed to them in the Agreement.
3. This Guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.
4. The provisions of clause 35 of the Agreement shall apply to any dispute arising under or in relation to this Guarantee, as if such clause referred to the parties to this Guarantee.
5. This Guarantee is not transferable or assignable by either party without the prior written consent of the other.
6. Notwithstanding any other provisions of this Guarantee nothing in this Guarantee confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

EXECUTED as a Guarantee by [] and under hand by [].

SIGNED as a GUARANTEE

by the [Guarantor]

SIGNED as a GUARANTEE

by the [Operator]

SCHEDULE 4

NOT USED

SCHEDULE 5

CHANGE CONTROL PROCEDURE

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Change Communication"	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
"Change Request"	a written request for a Contract Change which shall be substantially in the form of Error! Reference source not found. (<i>Change Authorisation Note</i>);
"Contract Change"	any change to this Agreement other than an Operational Change;
"Impact Assessment"	an assessment of a Change Request in accordance with Paragraph 5 (<i>Impact Assessment</i>);
"Impact Assessment Estimate"	has the meaning given in Paragraph 4.3;
"Operational Change"	means any change in the Services Provider's operational procedures which in all respects, when implemented: <ul style="list-style-type: none">a) will not affect the Receivables and will not involve the Operator or the Grantor in paying any additional charges or other costs;b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;c) will not require a change to this Agreement;
"Operator Change Manager"	the person appointed to that position by the Operator from time to time and notified in writing to the Services Provider or, if no person is notified, the Operator Representative;
"Primary User Change"	means a Contract Change instigated by a Primary User in accordance with the terms of the relevant Primary Usage Agreement;
"Receiving Party"	the Party which receives a proposed Contract Change; and
"Services Provider Change Manager"	the person appointed to that position by the Services Provider from time to time and notified in writing to the Operator or, if no person is notified, the Services Provider Representative.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

2.1 This Schedule sets out the procedure for dealing with Contract Changes.

2.2 The parties shall deal with Contract Change as follows:

2.2.1 either party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4 (*Change Request*);

2.2.2 unless this Agreement otherwise requires, the Services Provider shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 (*Impact Assessment*) before the Contract Change can be either approved or implemented;

2.2.3 the Operator shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6 (*Operator's Right of Approval*);

2.2.4 the Services Provider shall have the right to reject a Change Request solely in the manner set out in Paragraph 7 (*Services Provider's Right of Approval*);

2.2.5 save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Services Provider until a Change Authorisation Note has been signed and issued by the Operator in accordance with Paragraph 6.2.

2.3 Until a Change Authorisation Note has been signed and issued by the Operator in accordance with Paragraph 6.2, then:

2.3.1 unless the Operator expressly agrees (or requires) otherwise in writing, the Services Provider shall continue to perform its obligations in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply, unless such Contract Change arises as a consequence of a Change in Law; and

2.3.2 any discussions, negotiations or other communications which may take place between the Operator and the Services Provider in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.

2.4 The Services Provider shall:

2.4.1 within ten (10) Business Days of the Operator's signature and issue of a Change Authorisation Note, deliver to the Operator a copy of this Agreement updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

2.4.2 thereafter provide to the Operator such further copies of the updated Agreement as the Operator may from time to time request.

3. COSTS

3.1 Subject to Paragraph 3.3 :

3.1.1 The costs of preparing each Change Request shall be borne by the Party making the Change Request.

3.1.2 The costs incurred by the Services Provider in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Operator shall not be required to pay any such costs if:

- (a) such costs are below five thousand pounds (£5,000) in aggregate per Year;
 - (b) the Services Provider is able, acting reasonably, to undertake the Impact Assessment by using resources already deployed in the exploitation of the Opportunity; or
 - (c) such costs exceed those in the accepted Impact Assessment Estimate.
- 3.2 The Services Provider shall only be entitled to a variation to the Fees pursuant to Schedule 3 (*Receivables and Payment*) to the extent that it can demonstrate that a Contract Change instigated by the Grantor would increase its costs without a corresponding increase in revenue and only in case the Operator is entitled to an increase of the Operator revenue share or the annual covered fixed Costs (as the case may be). The Parties shall use reasonable endeavours to agree such variation in good faith. If any such variation to the Receivables cannot be agreed between the Parties within thirty (30) Business Days, the matter shall be dealt with in accordance with Clause 34 (*Dispute Resolution Procedure*).
- 3.3 Both parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or breach of the Agreement by the Services Provider shall be paid for by the Services Provider.
- 3.4 Any third party costs reasonably and properly incurred by the Services Provider in relation this Change Control Procedure in respect of a Change Request and/or Impact Assessment initiated by the Operator or by the Services Provider at the Operator's request shall be paid for by the Operator in the event that the Operator rejects the Change Request and/or Impact Assessment in circumstances where the Services Provider has complied with its obligations under this Schedule 5 (*Change Control Procedure*), or otherwise withdraws the requirement for the Contract Change, provided that the Services Provider has provided the Operator of an estimate of such costs in advance of proceeding to incur them.
- 4. **CHANGE REQUEST**
- 4.1 Either party may issue a Change Request to the other party at any time during the Opportunity Period. A Change Request, including a Primary User Change, shall be substantially in the form of **Error! Reference source not found.** (*Change Authorisation Note*).
- 4.2 If the Services Provider issues the Change Request, then it shall also provide an Impact Assessment to the Operator as soon as is reasonably practicable but in any event within five (5) Business Days of the date of issuing the Change Request.
- 4.3 If the Operator issues the Change Request, then the Services Provider shall provide as soon as reasonably practical and in any event within five (5) Business days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Operator within five (5) Business Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Operator.
- 4.4 If the Operator accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Services Provider shall provide the completed Impact Assessment to the Operator as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate.
- 5. **IMPACT ASSESSMENT**
- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
 - 5.1.1 details of the proposed Contract Change including the reason for the Contract Change; and

- 5.1.2 details of the impact of the proposed Contract Change on the Services and the Services Provider's ability to meet its other obligations under this Agreement;
 - 5.1.3 any variation to the terms of this Agreement that will be required as a result of that impact;
 - 5.1.4 details of the cost of implementing the proposed Contract Change;
 - 5.1.5 details of the ongoing costs required by the proposed Contract Change including its impact on the Receivables and any alteration to the working practices of either Party;
 - 5.1.6 a timetable for the implementation of the Contract Change; and
 - 5.1.7 such other information as the Operator may reasonably request in (or in response to) the Change Request.
- 5.2 Subject to the provisions of Paragraph 5.3, the Operator shall review the Impact Assessment and respond to the Services Provider in accordance with Paragraph 6 (*Operator's Right of Approval*) within ten (10) Business Days of receiving the Impact Assessment.
- 5.3 If the Operator is the Receiving Party and the Operator reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Business Days of receiving the Impact Assessment, it shall notify the Services Provider of this fact and detail the further information that it requires. The Services Provider shall then re-issue the relevant Impact Assessment to the Operator within five (5) Business Days of receiving such notification. At the Operator's discretion, the Parties may repeat the process described in this Paragraph 5.3 until the Operator is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 6. OPERATOR'S RIGHT OF APPROVAL**
- 6.1 Within ten (10) Business Days of receiving the Impact Assessment from the Services Provider or within five (5) Business Days of receiving the further information that it may request pursuant to Paragraph 5.3, the Operator shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Services Provider of the rejection. The Operator shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Services Provider or the Services to comply with any Changes in Law. If the Operator does reject a Contract Change, then it shall explain its reasons in writing to the Services Provider as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Services Provider to modify the relevant document accordingly, in which event the Services Provider shall make such modifications within five (5) Business Days of such request. Subject to Paragraph 5.3, on receiving the modified Change Request and/or Impact Assessment, the Operator shall approve or reject the proposed Contract Change within five (5) Business Days.
- 6.2 If the Operator approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Services Provider in accordance with Paragraph 7 (*Services Provider's Right of Approval*), then it shall inform the Services Provider and the Services Provider shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Operator for its signature. Following receipt by the Operator of the Change Authorisation Note, it shall sign both copies and return one copy to the Services Provider. On the Operator's signature the Change Authorisation Note shall constitute (or, where the Operator has agreed to or required the

implementation of a change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Agreement.

7. SERVICES PROVIDER'S RIGHT OF APPROVAL

7.1 Following an Impact Assessment, if:

7.1.1 the Services Provider reasonably believes that any proposed Contract Change which is requested by the Operator would:

- (a) materially and adversely affect the risks to the health and safety of any person; and/or
- (b) require the Services to be performed in a way that infringes any Applicable Law,

then the Services Provider shall be entitled to reject the proposed Contract Change and shall notify the Operator of its reasons for doing so no later than (5) Business Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8. OPERATIONAL CHANGE PROCEDURE

8.1 Any Operational Changes identified by the Services Provider to improve operational efficiency of the Services may be implemented by the Services Provider without following the Change Control Procedure for proposed Changes provided they do not:

- 8.1.1 have an impact on the business of the Operator, the Grantor, or any Primary User;
- 8.1.2 require a change to this Agreement;
- 8.1.3 have a direct impact on use of the Site; or
- 8.1.4 affect the Receivables or involve the Operator in paying any additional charges or other costs.

8.2 The Operator may request an Operational Change by submitting a written request for Operational Change ("RFOC") to the Services Provider Representative.

8.3 The RFOC shall include the following details:

- 8.3.1 the proposed Operational Change; and
- 8.3.2 the time-scale for completion of the Operational Change.

8.4 The Services Provider shall inform the Operator of any impact on the Services that may arise from the proposed Operational Change.

8.5 The Services Provider shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Operator when the Operational Change is completed.

9. COMMUNICATIONS

For any Change Communication to be valid under this Schedule 5 (*Change Control Procedure*), it must be sent to either the Operator Change Manager or the Services Provider Change Manager, as applicable. The provisions of Clause 33.4 (*Notices*) shall apply to a Change Communication as if it were a notice.

APPENDIX 1

CHANGE REQUEST FORM

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SERVICES PROVIDER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

APPENDIX 2
CHANGE AUTHORISATION NOTE

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE RECEIVABLES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE OPERATOR:	SIGNED ON BEHALF OF THE SERVICES PROVIDER:	
Signature: _____	Signature: _____	
Name: _____	Name: _____	

Position: _____	Position: _____
Date: _____	Date: _____

SCHEDULE 6

COMMERCIALLY SENSITIVE INFORMATION

1. OCS Costing model; and
2. OCS Assignment instructions

SCHEDULE 7

PLANS

See attached CD.

SCHEDULE 8

EQUIPMENTS

EVENTS

Area	Item	Purchase / Lease	No.
Events	Laptop	Lease	
Events	Desktop no monitor	Lease	
Events	19" LCD Monitor	Lease	
Events	Lapel Cameras	Purchase	
Events	Covert Ear Pieces	Purchase	
Events	LED Torches	Purchase	
Events	Torch battery exchange per year	Purchase	
Events	Metal Detector Wands (x 12)	Purchase	
Events	Emergency Grab Bag, Ear Plugs	Purchase	
Events	Mobile Phones - Handsets & Calls	Purchase	
Events	Pitch Side Stools	Purchase	
Core Security	Laptop	Lease	

The parties agree that the Services Provider will be liable for the loss and damages of the equipment provided by the Operator.

SCHEDULE 9

KEY PERFORMANCE INDICATORS

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Annual Service Credit Cap"	means [REDACTED] subject to Indexation;
"Catastrophic Failure"	means a material failure which results in the Site being completely unavailable for operation for the purposes related to the exploitation of the Opportunity by the Operator due to the Operator not fulfilling its obligations under the Agreement, including loss of any of the Operating Licenses and any serious health and safety incident which brings the name of the Grantor into disrepute;
"Customer Satisfaction Survey"	means the customer satisfaction survey in respect of certain Events to be established by the Operator pursuant to its Quality Plan on a regular basis (at least one per quarter);
"Event Plan"	means the plan for the holding of an Event agreed between the Operator and the relevant Events Host before such Event;
"KPI Failure"	means the failure definition against any KPI Target as specified in Annex 1;
"KPI Failure Type"	means the KPI failure type in respect of each KPI, as set out in Annex 1;
"Lighting Level Test"	means a lux level test to ensure that the flood lighting lux level is provided for the pitch and/or the track in accordance with design and commissioning and as witnessed during handover of the Stadium;
"Major Event"	means any Event associated with: Major Sporting Event, Diamond League, ER2015, London Grand Prix, UKA, WHUFC matches and any other Event identified by the Grantor (acting reasonably) as being a Major Event and notified to the Operator in writing in advance of such Event;
"Monthly Service Credit Cap"	means the monthly cap on Service Credits as set out in Annex 2;
"Normal Stadium Operation"	means operation of the Stadium as set out in the Operations Manual;

"Normal Working Hours"	means 07:00 to 19:00 on a relevant day;
"Police or Public Order Incident"	means any breach of the Public Order Act 1986 or any other criminal incident;
"Pre Event Inspection"	means the inspection process for the Stadium undertaken by the Operator prior to an Event to demonstrate to the Events Host that the Stadium is ready to the required standard for the hosting of the Event;
"Response Time"	means the time recorded between the incident or service request being reported and a suitably qualified operative attending the incident;
"Service Credit"	means the adjustment to the Annual Covered Fixed Costs made on the occurrence of a KPI Failure, in accordance with Paragraph 2.2 and Annex 2;
"Type 1 KPI Failure"	means a Catastrophic Failure;
"Type 2 KPI Failure"	means a failure to achieve a KPI that is designated as such in Annex 1;
"Type 3 KPI Failure"	means a failure to achieve a KPI that is designated as such in Annex 1;
"Type 4 KPI Failure"	means a failure to achieve a KPI that is designated as such in Annex 1; and
"Warning Notice"	means a notice issued by the Grantor following KPI Failures in accordance with Paragraph 2.4.

GRANTOR'S KPIS

2.1 PERFORMANCE INDICATORS

- 2.1.1 Annex 1 sets out the KPIs, KPI Targets and KPI Failures in relation to the Safety and Security Services, which the Parties have agreed shall be used to measure the performance of the Operator under the Operator Agreement, which are flowed-down to the Services Provider under this Agreement to the extent that it relates to the Safety and Security Services.
- 2.1.2 The Services Provider shall monitor its performance against each KPI and shall send to the Operator a report detailing the performance actually achieved in accordance with Paragraph 4.
- 2.1.3 In respect of each month, Service Credits shall accrue for any KPI Failure, arising in the preceding month and shall be calculated in accordance with Paragraph 2.2 and Annexes 1 and 2.

2.2 SERVICE CREDITS

- 2.2.1 If the level of performance of the Services Provider during a month achieves the KPI Target in respect of a KPI, no Service Credits shall accrue in respect of that Key Performance Indicator.
- 2.2.2 Subject to Clause 37 (*Double Recovery*) if the level of performance of the Services Provider during a month is below the KPI Target in respect of a KPI, Service Credits shall accrue in respect of that KPI as set out in Paragraph 2.1.3.
- 2.2.3 The Operator shall deduct Service Credits from the payment of the Fees of the Services Provider, as applied to its costs by the Grantor under the provisions of the Operator Agreement to reflect the reduced value of the Services actually received, costs stated exclusive of VAT.
- 2.2.4 Service Credits are stated exclusive of VAT.

2.3 TYPE 1 KPI FAILURES

- 2.3.1 The Services Provider shall give the Operator written notice of each Type 1 KPI Failure as soon as possible and in any event within twelve (12) hours of the occurrence of the Type 1 KPI Failure.
- 2.3.2 A Type 1 KPI Failure shall entitle the Operator to terminate this Agreement with immediate effect, unless, by no later than 12 (twelve) hours before the commencement of the next scheduled Event in the Event Calendar, the Parties agree (each acting reasonably) a remediation plan and such remediation plan is implemented such the Stadium is available for provision of the Services or the Type 1 KPI Failure has otherwise been mitigated to the reasonable satisfaction of the Operator (acting reasonably). The Parties agree to co-operate and act promptly having regard to the available timeframe for remediation.
- 2.3.3 No Warning Notice will be issued in respect of a Type 1 KPI Failure.

2.4 WARNING NOTICES

- 2.4.1 The Operator may issue a Warning Notice to the Services Provider in the following situations:
- If a Type 2 KPI Failure or Type 3 KPI Failure occurs.
 - and
 - If six (6) or more Type 4 KPI Failures occur within a consecutive five (5) month period starting from where the first Type 4 KPI Failure occurs.
- 2.4.3 If three (3) Type 4 KPI Failures occur within a consecutive fourteen (14) month period starting from when the first Type 4 KPI Failure occurs then this will be treated as a Type 3 KPI Failure.
- 2.4.4 Each Warning Notice shall identify the KPI Failure Type in question including where Paragraph 2.4.2 applies the relevant Type 3 or Type 4 KPI Failures (as the case may be) that have previously arisen. The Operator shall issue a Warning Notice as soon as practicable

following the occurrence of the relevant KPI Failure.

2.5 RECTIFICATION PLAN

- 2.5.1 Immediately following the issue of a Warning Notice (in addition to Service Credits accruing in accordance with Paragraph 2.2 above) or agreement of the Warning Notice in the event the Services Provider disputes the Warning Notice (including where, in the Services Provider's reasonable opinion, the grounds for such KPI Failure arise from an Excusing Event)), the Services Provider shall submit a draft rectification plan to the Operator for it to review as soon as possible and in any event within five (5) Business Days (or such other period as may be agreed between the Parties) after issue of the Warning Notice. The rectification plan shall have regard to the multi-functional use and nature of the Stadium, as required to maximise the Opportunity.
- 2.5.2 The draft rectification plan shall set out, in the Services Provider's reasonable opinion:
- 2.5.2.1 full details of the issues or KPI Failures giving rise to the Warning Notice, including, so far as practicable, an analysis of the probable reasons for the KPI Failure (including if, in the Services Provider's reasonable opinion, the grounds for such KPI Failure arise from an Excusing Event);
- 2.5.2.2 the actual or anticipated effect of the KPI Failure; and
- 2.5.2.3 the steps which the Services Provider proposes to take to rectify such KPI Failures and to prevent their recurrence (including, where necessary, the deployment of additional personnel, resources and equipment) and timescales for such rectification and steps (where applicable).
- 2.5.3 The Services Provider shall promptly provide to the Operator any further documentation that the Operator reasonably requires to assess the Services Provider's analysis of the reasons for the KPI Failure.
- 2.5.4 The Operator shall notify the Services Provider whether it consents (acting reasonably) to the draft rectification plan within ten (10) days of receiving the draft rectification plan or any documentation requested pursuant to Paragraph 2.5.3. If the Operator rejects the draft rectification plan, the Operator shall give reasons for its decision and the Services Provider shall take the reasons into account in the preparation of a revised rectification plan. The Services Provider shall submit the revised draft of the rectification plan to the Operator for review within seven (7) Business Days (or such other period as agreed between the Parties) of the Operator's notice rejecting the first draft.
- 2.5.5 If the Parties are unable to agree the content of the revised draft rectification plan, then either Party may refer the matter to be determined, pursuant to Clause 35, in accordance with the Dispute Resolution Procedure.
- 2.5.6 If the Operator consents to the rectification plan the Services Provider shall immediately commence the implementation of the rectification plan.

2.6 TERMINATION RIGHTS

- 2.6.1 The Operator may terminate this Agreement by giving notice in writing if:
- Subject to Paragraph 2.3 there is a Type 1 KPI failure; and/or

- The Annual Service Credit Cap is exceeded, and/or
- the Operator has issued 2 or more Warning Notices in any consecutive twelve (12) month period (excluding any Warning Notices in respect of a KPI Failure which has already been the subject of a Warning Notice and in respect of which the Operator and the Services Provider are agreeing or have agreed a rectification plan pursuant to Paragraph 2.5).

2.6.2. The notice will state the date, not less than two (2) months and not more than eight (8) months from the date of such termination notice, upon which the termination will take effect.

2.7 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

2.7.1. Within seven (7) Business Days of the end of each month, the Services Provider shall provide a monthly KPI performance report ("the **Monthly KPI Performance Report**"), which shall be in the format agreed between the Parties from time to time and which shall contain the following information:

- (a) for each KPI, the actual performance achieved in the relevant month;
- (b) a summary of all KPI Failures that occurred during the relevant month;
- (c) the KPI Failure Type of each KPI Failure which occurred during the relevant month;
- (d) which KPI Failures remain outstanding and what progress has been made in resolving them;
- (e) the action being taken to reduce the likelihood of the KPI Failure recurring;
- (f) the status of any outstanding rectification plan processes, including:
 - (i) whether or not a rectification plan has been agreed; and
 - (ii) where a rectification plan has been agreed, a summary of the Operator's progress in implementing it;
- (g) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- (h) such other details as the Operator may reasonably require from time to time;
- (i) a rolling total of the number of KPI Failures that have occurred over the past twelve (12) months;
- (j) the amount of Service Credits that have been incurred by the Services Provider over the past twelve (12) months; and
- (k) financial indicators
- (l) behavioural indicators

- (m) sustainability and energy efficiency indicators, for example energy consumption and recycling performance.

2.7.2 As part of the Quarterly Payment Report issued by the Services Provider to the Operator pursuant to Schedule 3 (*Receivables and Payment*), the Services Provider shall include a quarterly summary of the information specified in paragraphs 2.7.1 (a)-(m) above.

2.7.3 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) (the "**Performance Review Meetings**") to review the Monthly Performance Monitoring Reports (including to verify the calculation and accuracy of the Service Credits (if any) applicable to each month). The Performance Review Meetings shall (unless otherwise agreed):

2.7.3.1 take place at such location and time (within normal business hours) as the Operator shall reasonably require (unless otherwise agreed in advance); and

2.7.3.2 be attended by the Operator Representative and the Services Provider Representative. The Services Provider Representative shall be responsible for taking and issuing the minutes of the Performance Review Meetings.

2.7.3.3 The Operator shall be entitled to raise any additional questions and/or request any reasonable further information from the Services Provider regarding any KPI Failure.

PART 1
GRANTOR'S KPIS

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
1	Pitch	Event Readiness	The Pitch is in a Fit and Proper Condition, to the standard that is required by Comparable	High	<p>A KPI Failure will occur for each Event where the pitch is not ready to the standard required in the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> - The Pre Event Inspection if upheld by the Grantor (acting reasonably). -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an 	Pre Event inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 2 Operator Events – Type 3

			Clubs for Events shown in the Event Calendar.		incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).		Each Event that is not cancelled or postponed	All Events – Type 4
2	Track / Field	Event Readiness	Track / Field fit for purpose as set out in the Services Specification for Events shown in the Event Calendar.	High	A KPI Failure will occur for each Event where the Track/Field is not ready to the standard required in the Event Plan, identified through either:- - The pre Event inspection process if upheld by the Grantor (acting reasonably). -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Pre Event inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 2 Operator Events – Type 3
							Each Event that is not cancelled or postponed	All Events – Type 4

3	Retractable Seating	Event Readiness	Retractable Seating change completed (as set out in Retractable Seating Operations and Maintenance Manual) and in the correct mode for Events shown in the Event Calendar.	High	<p>A KPI Failure will occur for each Event where the Retractable Seating is not provided in the correct mode, or is not ready for use as required in the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> - The pre Event inspection process if upheld by the Grantor (acting reasonably). -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 2 Operator Events – Type 3
							Each Event that is not cancelled or postponed	All Events – Type 4

4	Licenses / Planning	Event Readiness	Correct Operating Licenses and Planning Permission requirements in place.	High	<p>A KPI Failure will occur for each Event where the relevant Necessary Consent is not in place as required by legislation or the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> - The Pre Event Inspection if upheld by the Grantor (acting reasonably). - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation following an incident; - The Grantor audit or investigation following an incident; or - The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 2 Operator Events – Type 3
							Each Event that is not cancelled or postponed	All Events – Type 4

5	Event ICT	Event Readiness	Correct ICT infrastructure in place and functioning as set out in the Services Specification.	Medium	<p>A KPI Failure will occur for each Event where the necessary ICT infrastructure, connectivity or functionality is not in place as required by the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> - The pre Event inspection process if upheld by the Grantor (acting reasonably). -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event inspection report	Each Event that is cancelled or postponed	<p>Primary User Events – Type 3</p> <p>Operator Events – Type 4</p>
6	Clean Stadium	Event Readiness	Clean Stadium provided as set out in the Services Specification for Events shown in the Event	Medium	<p>A KPI Failure will occur for each Event where the Stadium is not provided in accordance with the Clean Stadium standard when required in the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> - The pre Event inspection process if upheld by the Grantor (acting reasonably). -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an 	Pre Event inspection report	Each Event that is cancelled or postponed	<p>Primary User Events – Type 3</p> <p>Operator Events – Type 4</p>

			Calendar.		<p>incident;</p> <p>-The Grantor audit or investigation following an incident; or</p> <p>-The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).</p>		Each Event that is not cancelled or postponed	Primary User Events – Type 4
7	Facilities	Event Readiness	All facilities required for the Event are clean and fit for purpose as defined in the area data sheets contained within the Operations Manual.	Medium	<p>A KPI Failure will occur for each Event where the Stadium is not provided in a clean condition in accordance with the cleaning standards, identified through either:-</p> <p>- The pre Event inspection process if upheld by the Grantor (acting reasonably).</p> <p>-The Operator's own self-monitoring and audit as set out in the Operations Manual;</p> <p>-The Operator's own investigation following an incident;</p> <p>-The Grantor audit or investigation following an incident; or</p> <p>-The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).</p>	Pre Event inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 3 Operator Events – Type 4
							Each Event that is not cancelled or postponed	Primary User Events – Type 4

8	Event Staffing	Event Day	Correct designations and levels of staff as set out in the Services Specification and Event Plan requirements	Medium	<p>A KPI Failure will occur for each Event where the staffing is not provided in accordance with the Service Specification or Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Post Event Report	Each Event Day	<p>Primary User Events – Type 3</p> <p>Operator Events – Type 4</p>
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9	Catering / Hospitality Standards	Event Day	Standards of service, the range of food and beverages and ancillary services offered at Events (within the Hospitality Areas and in all other Concession Areas) are to the standard that is required by Comparable Clubs or as set out in the Event Plan.	Medium	<p>A KPI event Failure will occur for each Event Day where the Catering/Hospitality Service is not provided in accordance with the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The results of a Customer Satisfaction Survey; -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation, following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Post Event Report	Each Event Day	<p>Primary User Events – Type 3</p> <p>Operator Events – Type 4</p>
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10	Event Cleaning Standards	Event Day	All facilities required for the Event are clean and all waste is removed as defined in the area data sheets contained within the Operations Manual.	Medium /Low	<p>A KPI Failure will occur for each Event Day where the Stadium(or other location for which the Operator has responsibility pursuant to this Agreement) is not provided in a clean condition in accordance with the cleaning standards and undamaged, identified through either:-</p> <ul style="list-style-type: none"> -The results of a Customer Satisfaction Survey; -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation, following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Post Event Report	Each Event Day	<p>Primary User Events – Type 3</p> <p>Operator Events – Type 4</p>
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11	Post Event Cleaning Standards	Post Event Day	All South Park areas are clean and all waste is removed as defined in the area data sheets contained within the Operations Manual.	Medium	<p>A KPI Failure will occur for each day where South Park is not provided in a clean condition in accordance with the cleaning standards, identified through either:-</p> <ul style="list-style-type: none"> -The post Event inspection process. -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; or -The Grantor audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Post Event Inspection Report	Each occurrence	Each occurrence will incur a Type 3 KPI Failure
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12	Police / Public Order Incidents	Event Day	Any incidents are investigated to determine if the Event Plan was followed and plans put in place to prevent re-occurrence where appropriate.	Medium	A KPI Failure will occur when a Police or Public Order Incident is recorded due the Operator not following the Event Plan, identified through either:- -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Post Event Report	Each Event Day	All Events Days – Type 3
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13	Floodlighting	Event Day	When required for the Event, Floodlighting is providing the lux levels to be maintained in accordance with design and commissioning and as witnessed during handover.	Medium	A KPI Failure will occur for each Event Day where the floodlighting for the pitch and/or the track (if required) is not provided in accordance with the Stadium Specification, identified through either:- -A Lighting Level Test; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Post Event Report	Each Event Day	Primary User Events – Type 3 Operator Events – Type 4
14	HandS Management - Incidents and reportable RIDDOR incident	Facilities Management	The Services are delivered free from Incidents and reportable RIDDOR incident	High	A KPI Failure will occur for each instance where a reportable RIDDOR incident is recorded, identified through either:- -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an	Monthly Reports	Each reportable RIDDOR incident	Rectification plan must be implemented with 30 days Where the rectification plan has not been produced, or

				incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably) <u>And</u> the Operator has not put in place a rectification plan to prevent re-occurrence.			implemented a Type 3 KPI Failure will occur
15	HandS Management - Safe Working	Facilities Management	The Services are managed and delivered in a safe manner.	High A KPI Failure will occur for each and every deviance from a Necessary Consent or relevant Applicable Law, identified through either: -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably) <u>And</u> the Operator not putting in place a rectification plan to prevent re-occurrence.	Monthly and Annual Trends	Each occurrence	Rectification plan must be implemented with 30 days Where the rectification plan has not been produced, or implemented a Type 3 KPI Failure will occur

16	Helpdesk Provision	Facilities Management	The Helpdesk is provided in compliance with the Operations Manual.	Medium	<p>A KPI Failure will occur for each instance where a Helpdesk is not provided in compliance with the Operations Manual, identified through either:-</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Monthly and Annual Trends	Each occurrence	<p>Each occurrence during an Event will incur a Type 3 KPI Failure</p> <p>Each occurrence not during an Event will incur a Type 4 KPI Failure</p>
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17	Compliance	Facilities Management	The Operator shall be compliant with all Applicable Laws and the Grantor's policies as they relate to the management and delivery of the Services.	Medium	<p>A KPI Failure will occur for each instance where the Operator is found to have acted (or not acted) in a way that contravenes Applicable Laws and or the Grantor Policies (where these are not covered by other KPI), identified through either: -</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operator's Plans; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 3 KPI Failure
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18	Operations Manual	Facilities Management	The Operator shall provide and maintain the Operations Manual in compliance with the requirements set out in the Services Specification.	High	<p>A KPI Failure will occur for each instance where the Operations Manual is not provided in compliance with the Service Specification, identified through either:-</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit; -The Operator's own investigation following a request; or -The Grantor audit or investigation following a request. 	Annual	Each occurrence	Each occurrence will incur a Type 2 KPI Failure
19	Statutory Tests and Inspections	Facilities Management	The Operator shall ensure that all required planned activities for Statutory	Medium	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> - The status for a planned activity is set to "Closed" on the Operator's CAFM system after the due date and time for the completion of planned activity; - A planned activity will remain shown as "Open" (i.e. has not been "Closed on the Operator's CAFM system on or before the due date and time for its 	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 3 KPI Failure

			<p>Tests and Inspections within the scope of the Services are undertaken on or before the planned date in the annual planned maintenance schedule shown in the Operations Manual.</p>	<p>completion) on the Operator's CAFM System past the due date and time; or</p> <p>Where: -</p> <ul style="list-style-type: none"> - The Operator did not carry out the planned activity at the time stated on the CAFM System; - The required Statutory Test or Inspection is found to be missing from the Annual planned maintenance schedule and not carried out within 1 month of identification. <p>Identified through either: -</p> <ul style="list-style-type: none"> - The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following a complaint; the Grantor audit or investigation following a complaint; or -The Event Owner's audit or investigation following a complaint (subject to any interface agreement) if upheld by the Grantor (acting reasonably). 				
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20	Planned Maintenance	Facilities Management	The Operator shall carry out all maintenance planned activities on the annual planned maintenance schedule shown in the Operations Manual.	Low	<p>A KPI Failure will occur for each instance of where:</p> <ul style="list-style-type: none"> - The Planned activity is "Closed" on the Operator's CAFM system after the due date and time for the planned activity; - A planned activity is "Open" on the Operator's CAFM System past the due date and time; or <p>Where: -</p> <ul style="list-style-type: none"> - The Operator did not carry out the planned activity at the time stated on the CAFM System; - The Operator did not carry out the planned activity in accordance with the Services Specification and any manufacturers requirements. <p>Identified through either: -</p> <ul style="list-style-type: none"> - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation following a complaint; - The Grantor audit or investigation following a complaint; or - The Event Owner's audit or investigation following a complaint (subject to any interface agreement) if upheld by the Grantor (acting reasonably). 	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure
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21	Reactive Maintenance	Facilities Management	The Operator shall ensure that all defects are attended and permanently rectified in accordance with the Operations Manual.	Medium /Low	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> - The Operator did not rectify the defect or service request within the rectification time indicated in table 1 below; - A defect or service request is "Open" on the Operator's CAFM System and the permanent rectification time has been exceeded; or <p>Where: -</p> <ul style="list-style-type: none"> - The Operator did not rectify the defect or service request at the time stated on the CAFM System; - The Operator did not implement a temporary rectification where a permanent rectification could not be undertaken. <p>Identified through either: -</p> <ul style="list-style-type: none"> - The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following a complaint; 	Monthly and Annual Trends	Each Priority 1 occurrence	Each occurrence not rectified within the permanent rectification time will incur a Type 3 KPI Failure
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					<ul style="list-style-type: none"> -The Grantor audit or investigation following a complaint; or -The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably). 			<p>Each priority 2,3 or 4 occurrence</p>	<p>Each occurrence not rectified within the permanent rectification time will incur a Type 4 KPI Failure</p>
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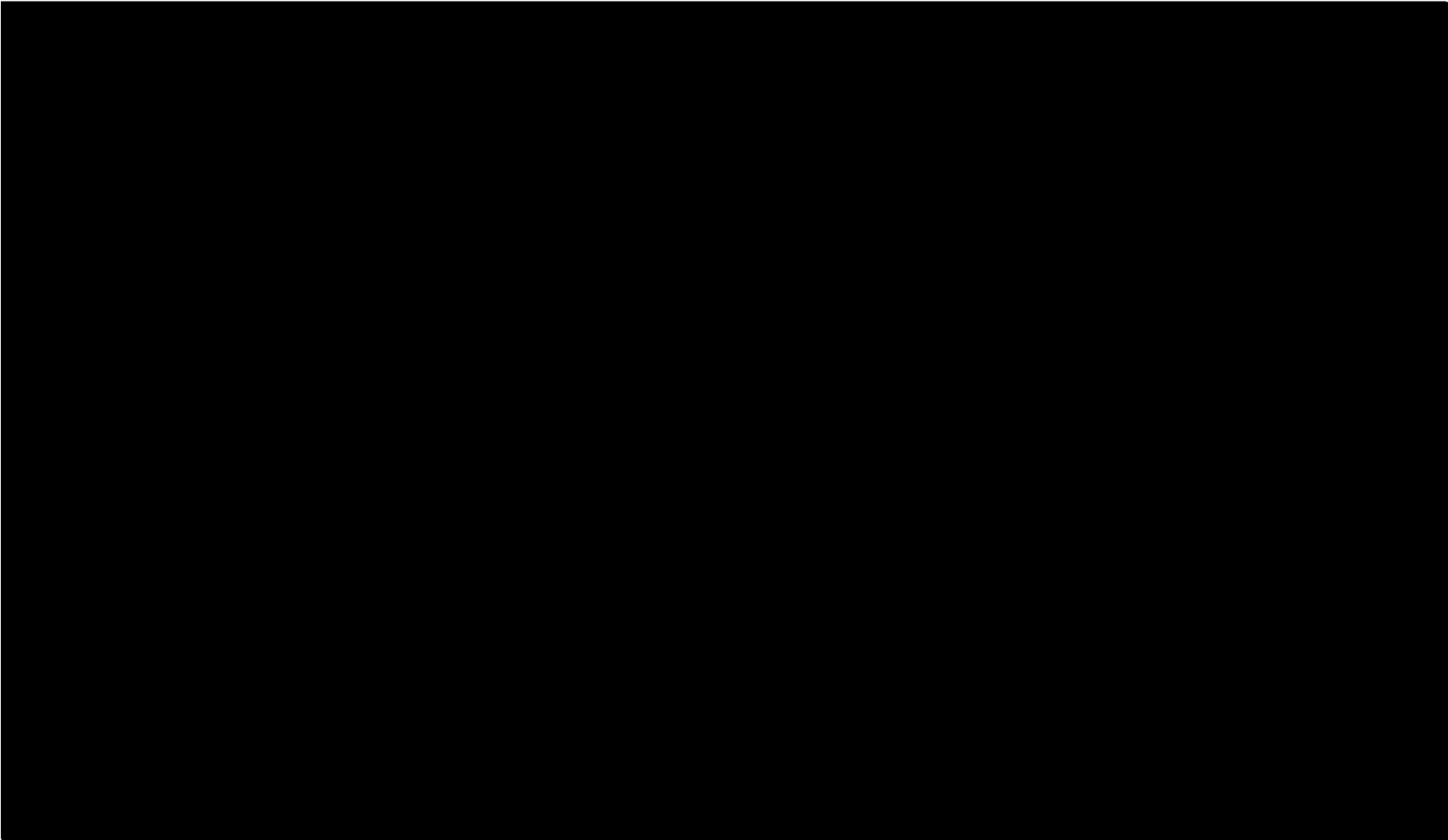
22	ICT Services	ICT	The Operator shall ensure that all ICT requests and failures are attended and permanently rectified in accordance with the Operations Manual.	Medium /Low	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> - The Operator did not respond to and rectify the ICT service request within the rectification time indicated in table 2 below; - A defect or service request is "Open" on the Operator's CAFM System and the permanent rectification time has been exceeded; or <p>Where: -</p> <ul style="list-style-type: none"> - The Operator did not rectify the ICT service request at the time stated on the CAFM System; - The Operator did not implement a temporary rectification where a permanent rectification could not be undertaken. <p>Identified through either: -</p> <ul style="list-style-type: none"> - The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following a complaint; 	Monthly and Annual Trends	Each Priority 1 occurrence	Each occurrence not rectified within the permanent rectification time will incur a Type 3 KPI Failure
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					<ul style="list-style-type: none"> -The Grantor audit or investigation following a complaint; or -The Event Owner's audit or investigation following a complaint (subject to any interface agreement) if upheld by the Grantor (acting reasonably). 		<p>Each priority 2,3 or 4 occurrence</p>	<p>Each occurrence not rectified within the permanent rectification time will incur a Type 4 KPI Failure</p>
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23	Reporting	Management	The Operator shall ensure that all Monthly Reports are issued in accordance with the Agreement.	Low	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> - The Operator did not issue a Monthly Report in accordance with the Agreement. <p>Identified through either: -</p> <ul style="list-style-type: none"> - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation; or - The Grantor audit or investigation. 	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure
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24	Payment	Management	The Operator shall ensure that all payments due to the Grantor in accordance with Schedule 3 are paid in accordance with the Agreement.	Low	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> - The Operator has not pay sums due to the Grantor in accordance with the Agreement. <p>Identified through either: -</p> <ul style="list-style-type: none"> - The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation; or -The Grantor audit or investigation. 	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure
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Table 1 - Reactive Maintenance Rectification Times



Note: The priority level applied may vary depending on the circumstances; for example a failure that is Non-Urgent on a Non Event Day may become Urgent during, or immediately prior to an Event.

Table 2 - ICT Response and Rectification Times

The rectification times for KPI 22 are set out in the following table:-

Priority Level	Priority Name	Description of Failure	Response Time	Rectification Time
1	Critical	Matters which occur during or immediately prior to a Major Event and which present an immediate and serious risk of disruption to the Event	Within 10 minutes	Within 30 minutes
2	High Importance	Matters which occur during or immediately prior to an Event other than a Major Event, or on a Event day and which present an immediate and serious risk of disruption to the Event or to Normal Stadium Operation; or that occur during a Major Event and do not risk disruption to the Event.	Within 15 minutes	Within 2 hours
3	Non-Urgent	Matters which occur other than during an Event, and which impinge on the Normal Stadium Operation but do not cause immediate disruption or inconvenience.	Within 1 hour (Normal Working Hours)	Within 6 hours (Normal Working Hours)
4	Routine	Matters of a routine nature, or those which present a minor restriction on Normal Stadium Operation.	Within 4 hours (Normal Working Hours)	Within 1 Business Day (Normal Working Hours)

PART 2
SERVICE CREDITS

KPI Failure Type	Service Credit per KPI Failure	Monthly Service Credit Cap
1		
2		
3		
4		

PART 3

KPIs MONITORED BY THE OPERATOR

In addition to the Grantor's KPI, the Services Provider's performance will be measured through this Quality Plan, on the basis of timely and accurate delivery of services, added value and team working ability. The Services Provider's performance shall be measured against the Key Performance Indicators set out in the table below

The KPI's shall be scored and weighted according to the risk to the Operator. The resulting score shall be shown as a percentage of the maximum points available.

Each month, the Services Provider shall develop and report to the Operator guidelines for improving its score. Failure to provide and to implement this guidelines shall constitute a Type 4 KPI Failure.

Security Services

KPI 1	Licensing & Industry Compliance
Definition	Compliance with legislative and regulatory requirements as defined by the British Security Industry Association.
Calculation	Formal & Informal Audits
Data Source	Staff Records, Accreditation Licenses on Display for public view,
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 2	Health & Safety & Emergency Procedures
Definition	Compliance with H&S legislation & Emergency Procedures
Calculation	Staff knowledge of safe working practices, Emergency Procedures, Standard Operating Procedures & service delivery.
Data Source	Staff induction, operational knowledge and performance. indicator.
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 3	Security Control Room.
Definition	Data Protection & Access Control Procedures, CCTV Camera Checks, ID Pass management, Daily Occurrence Logs, Radio & Key Management, Fault Reporting, Fire Panel management and the efficient recording of tests / incidents. Housekeeping.
Calculation	Documenting procedures in accordance with the Data Protection Act 1998
Data Source	CCTV Reports, Access Control Documentation, ID Pass process and documentation. Daily Logs, Radio etiquette, Fire Panel incidents, Site Visits.
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 4	Site Access Control
Definition	Site & Building Security
Calculation	Scheduled Patrols, Incidents of unauthorised access & potential breaches, Missing Keys / Passes, Management of Visitors Vehicles & Deliveries.
Data Source	Patrol Records, Datalog Reports, Incident reports, CCTV, Access & Egress Logs.
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 5	Training & Development
Definition	Continuous training and development of Security & Concierge stewards, as required.

Calculation	Number of training / development activities per period.
Data Source	CES training records. Number of toolbox talks, Staff knowledge of Standard Operating & Emergency Procedures. Staff Briefings and Communications.
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 6	Incident Management
Definition	The efficient communication and operational response to minor & major incidents.
Calculation	Supporting evidence / Incident Review
Data Source	Incident Report Daily Occurrence Logs Actions Service Recovery.
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 7	Reports
Definition	The efficient communication of all operational matters in a timely and concise electronic format.
Calculation	Quality and accuracy of Reports / No of unreported Incidents
Data Source	Electronic Daily Occurrence Logs Incident Reporting Actions Plans
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 8	Security Services
Definition	The provision of qualified trained security staff as required by the Operator.
Calculation	Staffing numbers as required Punctual in their allocated positions Security positions as agreed. Checks and procedures carried out as required Staff well presented and in the correct uniform.
Data Source	Electronic Attendance Data Event Managers Reports. Operator Feedback.
Presentation	KPI report produced monthly by the Contract manager for the Operator's attention and scoring.
KPI 9	Service Delivery
Definition	The provision of a professional high quality Security and 1 st Class Concierge service as determined by the Operator
Calculation	Staff attendance records Customer Feedback Staff communications /Radio etiquette Post Event Reports
Data Source	Event Managers Feedback, Regular Performance Monitoring, Audits
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 10	Uniform Standards & Staff Presentation
Definition	The provision of well presented uniformed security & concierge staff as determined by the Operator.
Calculation	Stewards in the correct uniform for their position, Uniform clean and ironed. Hair tied back as required Displaying the correct body language Blazers on / off policy adhered to. No tattoos on display. No mobile phones in use No chewing gum

Data Source	Visual Inspections, Operator Feedback, CCTV, Observations, Audits,
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.

Event Stewarding Services

KPI 1	Licensing & Industry Compliance
Definition	Compliance with legislative and regulatory requirements as defined by the British Security Industry Association.
Calculation	Formal & Informal Audits Observations
Data Source	Staff Records. Accreditation Licenses on Display for public view,
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 2	Health & Safety & Emergency Procedures
Definition	Compliance with H&S legislation & Emergency Procedures
Calculation	Staff knowledge of safe working practices, Emergency Procedures, Standard Operating Procedures & service delivery.
Data Source	Staff induction, Operational knowledge & performance indicators. Audits & Observations.
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 3	Event Staffing
Definition	Stewarding Operation
Calculation	Staffing as ordered. Electronic attendance reporting system in use. First Aid stewards available. Stewards deployed as requested. Stewards skilled & equipped for the role undertaken Stewards briefed on event specifics. Staffing shortfalls communicated to the Operator. Contingency plan initiated. Required safety checks & procedures complete.
Data Source	Observations; Audits, Staff Briefings, Operator Feedback
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 4	Incident Management
Definition	Services Provider's response to minor & major event related incidents.
Calculation	Standard Operating & Emergency Procedures, Evidence of Service recovery.
Data Source	Staff Incident Reports, CCTV, Witness reports. Procedural application, Customer satisfaction, Observations
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 5	Customer Service Delivery
Definition	Customer Satisfaction.
Calculation	Customer Experience. Operator Experience Stewarding knowledge of event specifics. Conflict management skills evident Ejection procedures adhered to. Incident reporting satisfactory Stewards attentive and responsive Post Event Communications.
Data Source	Written & Verbal Communication, FOH Reports, CCTV, Observations & Audits
Presentation	KPI report produced monthly by the Services Provider's Operational

	Representative for the Operator's attention and scoring.
KPI 6	Uniform Standards & Staff Presentation
Definition	The provision of well presented uniformed security & concierge staff as determined by the Operator.
Calculation	Stewards in the correct uniform for their position, Uniform clean and pressed. Hair tied back as required Displaying the correct body language Blazers on / off policy adhered to. No Tattoo's on display No mobile phones in use No chewing gum or eating in public.
Data Source	Visual Inspections. Operator Feedback. CCTV. Observations. Audits.
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.
KPI 7	Quality Plan (QMS)
Definition	The delivery of a written Quality management plan detailing site specific methods of working
Calculation	Staff Awareness & Understanding. Staff Instructions. Continuous review by Services Provider Services Provider Initiatives
Data Source	SOPS, Staff Audits, Observations
Presentation	KPI report produced monthly by the Services Provider's Operational Representative for the Operator's attention and scoring.

SCHEDULE 10

DEED OF ACCESSION

This Deed of Accession is made the [•] day of [] 20[]

Between:

- (1) **LONDON STADIUM 185 LIMITED**, a company registered in England and Wales, with company number 9359341, whose registered office is at No. 1 Park Row, Leeds, LS1 5AB (the "Operator");
- (2) **OCS GROUP UK LIMITED**, a company registered in England and Wales, with company number 3056469, whose registered office is at No.4 Tilgate Forest Business Park, Brighton Road, Crawley, West Sussex, RH11 9BP (the "Services Provider");

(together the "Original Parties")

and

(3)

(each a "Party" and together the "Parties").

RECITALS

- A. The Original Parties agreed to the terms and conditions of the Safety and Security Services Agreement dated [•] (the "Services Agreement"), for the provision of Safety and Security Services at the Premises.
- B. The Parties acknowledge that [REDACTED] shall carry out the last phase of the Transformation Works at the Premises during the Final Transformation Period.
- C. By signing this Deed of Accession [REDACTED] agrees to become a Party to and to observe, perform and be bound by the Operator's duties and obligations under the Services Agreement during the Final Transformation Period. At 23.59 hours of the final day of the Final Transformation Period [REDACTED] shall cease to be a Party to this Agreement and the Operator will assume all the rights and obligations transferred to [REDACTED] under this Deed of Accession.

IT IS HEREBY AGREED:

1. Unless the context otherwise requires, words and expressions used in this Deed of Accession shall have the same meaning given to them in the Services Agreement.
2. The effective date of this Deed of Accession is the first day of the Final Transformation Period (the "Effective Date").
3. [REDACTED] confirms that it has received a copy of the Services Agreement and agrees and undertakes to each of the Original Parties that from the Effective Date, [REDACTED] shall observe, perform and be bound by the provisions of the Services Agreement and the rights and obligations of [REDACTED] and the parties to the Services Agreement for the time being shall be construed accordingly.

4. Any reference to the Operator in the Services Agreement shall become a reference to [REDACTED] following the Effective Date until the end of the Final Transformation Period.

5. This Deed of Accession shall continue to be effective and binding upon the Parties until the end of the Final Transformation Period, or until the unanimous decision of the Parties to terminate it. Unless agreed otherwise, such termination shall be without prejudice to any rights or obligations that may have accrued to any party prior to termination.

6. The Services Agreement, this Deed of Accession and any other accession agreement shall be read and construed as the one instrument and any references to the Services Agreement in this Deed of Accession or the Services Agreement shall be construed accordingly.

7. This Deed of Accession shall not take effect unless or until executed by each of the Parties hereto.

8. This Deed of Accession may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute the one and the same instrument.

9. This Deed of Accession and any disputes arising under, out of, or in relation to this Deed of Accession shall be interpreted, construed and governed in accordance with the laws of England and Wales.

10. Subject to clause 35 of the Services Agreement, any Dispute which cannot be amicably settled shall be resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce. Additionally, the Parties hereby submit to the exclusive jurisdiction of the English courts the procedure for enforcement of the arbitration award for all disputes arising under, out of, or in relation to this Deed of Accession.

SCHEDULE 11

HUMAN RESOURCES

1. DEFINITIONS

For the purposes of this Schedule, the terms in capital letters which are not defined in this section "Definitions", or in Schedule 12 (*Definitions and Drafting Conventions*) of this Agreement, shall be defined as per the Operator Agreement.

Employment Liabilities	means without limitation any costs, Claims demands or expenses (including reasonable legal and other professional expenses), losses, damages, compensation and other liabilities;
Exit Transferring Employee	means any member of the Personnel who is assigned to provision of the Services whose employment (or Employment Liabilities in respect of whom) will transfer to a New Services Provider) (as defined in this Schedule) under TUPE at a relevant Termination Date and whose name is set out in the Final Exit List;
Grantor Employee	means any person employed or engaged (or formerly employed or engaged) by either LLDC or E20 or WHHL or any member of the WHHL Group or any of its or their Subcontractors in the provision of services which are fundamentally the same (as provided for by TUPE) as the Services;
Grantor Related Party	<p>(a) an officer, agent, contractor, employee or sub-contractor (of any tier) of the Grantor or any entity comprising the Grantor acting in the course of his office or employment or appointment (as appropriate);</p> <p>(b) any counter-party to the Services Agreements, their respective officers, agents, contractors, employees or sub-contractors;</p> <p>(c) any invitee of (a) or (b) attending the Stadium</p> <p>but excluding in each case the Operator and any Operator Related Parties;</p>
Pay	means all emoluments and outgoings relating to employment including but not limited to PAYE, National Insurance Contributions, remuneration and benefits;
Personnel	means all employees and contractors of the Services Provider who are or have been engaged in the provision of the Services including but not limited to any Transferring Employees;
Potential Exit Transferring Employee	means a member of the Personnel who is, at the relevant time, assigned to the Services for the

	purposes of the application of TUPE;
Potential Transferring Employee	means a Grantor Employee who, at the relevant time, is in scope to transfer to the Services Provider on a relevant Transfer Date as a result of the application of TUPE;
Subcontractor	means any direct or indirect subcontractor of the Grantor, the Operator, or the Services Provider providing all or part of the Services;
Transfer Date	means the relevant date or dates during the Term of this Agreement on which a relevant transfer of Grantor Employees for the purposes of TUPE takes effect;
Transferring Employee	means a Grantor Employee whose employment transfers as a result of the application of TUPE to the Services Provider on a relevant Transfer Date and whose name has been provided to the Services Provider in accordance with this Schedule 11 (<i>Human Resources</i>);
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
Unexpected Exit Transferring Employee	means any employee or former employee of the Services Provider or any of its Subcontractors whose employment is, or in respect of whom the Employment Liabilities are, alleged to transfer to a New Services Provider and who is not an Exit Transferring Employee;
Unexpected Transferring Employee	means any Grantor Employee whose employment is, or in respect of whom the Employment Liabilities are, transferred to or alleged to transfer to the Services Provider or any of its Subcontractors and who is not a Transferring Employee;

1 TUPE

Information and consultation obligations

1.1 Each Party will, and will procure that its Subcontractors will (i) comply with its or their respective obligations to inform and consult with employees and/or their appropriate representatives under TUPE or otherwise; (ii) provide any information to the relevant transferor as required under TUPE; and (iii) provide such co-operation as may reasonably be required by the other Party to effect a smooth transfer of any Transferring Employees or Exit Transferring Employees.

1.2 Where a Party fails to comply with its obligations under Paragraph 1.1 above, it will indemnify the other Party or any of the relevant Subcontractors for any Employment Liabilities which that Party, or a Subcontractor may incur in relation to that failure.

Before commencement

1.3 The Operator shall pay to the Services Provider, in respect of all Pay and any other Employment Liabilities in relation to the Transferring Employees for the period up to and including the relevant

Transfer Date, including, but not limited to the payment of an amount equivalent to the holiday pay or any holiday entitlement which has been accrued by the Transferring Employees but not taken as at the relevant Transfer Date, provided that the Operator has recovered any such amounts from the Grantor pursuant to the Operator Agreement.

- 1.4 The Services Provider will indemnify the Operator for any Employment Liabilities incurred by the Operator, in respect of any change or proposal by the Services Provider prior to or following the Transfer Date to make a change which amounts or would amount to a repudiatory breach of contract of employment of any Potential Transferring Employee or is or would be a substantial change in working conditions to the material detriment of that employee as provided for by TUPE.

During the Term of the contract

- 1.5 The Services Provider will be responsible for, and will indemnify the Operator, in respect of all Pay and other Employment Liabilities in relation to the Personnel in respect of the period following and including the relevant Transfer Date except as provided for by paragraphs 1.2, 1.16 and 1.18.

Employee information on commencement

- 1.6 On commencement of this Agreement, save where the Parties reasonably believe and agree that there will be no relevant transfer for the purpose of the TUPE:

- the Parties shall co-operate in seeking to ensure the orderly transfer of the potential transferring employees to the Services Provider, in order to comply with TUPE, including to establish a list of the Potential Transferring Employees, including details of their job titles, age, length of continuous service, current remuneration, benefits and notice and terms and conditions and any collective agreements affecting them; and
- the Operator shall provide, promptly following receipt thereof such list of the Potential Transferring Employees and such information relating to their job titles, age, length of continuous service, current remuneration, benefits and notice and terms and conditions and any collective agreements affecting them as has been made available to it by the employer of any Transferring Employees prior to the relevant Transfer Date and/or the Grantor pursuant to the Operator Agreement.

The Services Provider shall keep such information confidential and shall use it for the sole purpose of provision of the Safety and Security Services, subject at all times to data protection laws.

- 1.7 The Operator will notify the Services Provider in writing of any updates to such information, as soon as is reasonably practicable.

- 1.8 If there are any Unexpected Transferring Employees at any time on or after a relevant Transfer Date:

- a) either Party will, upon becoming aware of any Unexpected Transferring Employee at any time, notify the other immediately or as soon as is reasonably practicable in writing of the identity of that Unexpected Transferring Employee;
- b) the Services Provider may terminate the employment of that Unexpected Transferring Employee either in accordance with any procedure that may be given to the Services Provider by the Operator within five (5) days of notification under Paragraph 1.7 above, or, where the Operator does not specify any such procedure in writing, within fifteen (15) days of notification under Paragraph 1.7 above;
- c) provided the termination of the employment of the Unexpected Transferring Employee has taken place prior to the relevant Transfer Date, or otherwise is effected by the Services Provider in accordance with Paragraph 1.8 above, the Operator will indemnify the Services Provider, against any Employment Liabilities the Services Provider may incur in respect of (i) any Pay in relation to, and (ii) the termination of employment of, that Unexpected Transferring Employee;

- d) if the employment of an Unexpected Transferring Employee is not terminated or is not terminated in accordance with Paragraph 1.8, that person will be deemed to have been a Transferring Employee with effect from the relevant Transfer Date.
- 1.9 The Operator will fully and effectively indemnify the Services Provider against all Employment Liabilities (including without limitation reasonable legal and other professional fees) in connection with the employment and/or termination of employment by the Services Provider of any Transferring Employee in connection with their transfer at the relevant Transfer Date on the grounds that such Transferring Employee is redundant by reason of there not being a job for him/her with the Services Provider or on the grounds that such Transferring Employee is unsuitable for employment by the Services Provider and in each such case the grounds for terminating employment are lawful, provided that the Operator is able to recover such Employment Liabilities from the Grantor pursuant to the Operator Agreement.
- 1.10 In the event that TUPE does not apply on the termination or expiry of this Agreement (in whole or in part) and the Services Provider needs to dismiss any of its employees, the Grantor will reasonably consider any such employee of the Services Provider for employment in a position for which such employee is qualified.

Employee Information on Exit

- 1.11 Within five days (5) of notice of termination or partial termination of this Agreement or, in any event, no later than five (5) months prior to expiry, the Services Provider shall provide to the Operator, and to such third parties as the Operator may reasonably require, such information in accordance with relevant data protection legislation in relation to the Personnel as may reasonably be requested by the Operator pursuant to the Grantor's request, including but not limited to:
- a) an anonymised list of all current members of the Personnel and for each such person, their employment status, the job description, length of service, age, immigration status, location of work, remuneration and the proportion of their working time spent on the provision of the Services, indicating whether any such employee is a Potential Exit Transferring Employee;
 - b) an organisational chart setting out how each member of the Personnel fits in with the organisation of the Services Provider indicating teams, team leaders, reporting lines and management for each member of the Personnel;
 - c) details of any other terms and conditions of employment of each member of the Personnel; and
 - d) details of any other agreement or arrangement (including with any trade union or any other representative body) which may affect the employment of any Potential Exit Transferring Employee.
- 1.12 No later than twenty eight (28) days prior to a relevant Termination Date, the Services Provider will provide to the Operator and to the New Services Provider the information set out in section 1.11 above in relation to each Potential Exit Transferring Employee and such additional information as is required by Regulation 11 of TUPE in relation to those employees, such information to include the Final Exit List.
- 1.13 The Services Provider will ensure that all information disclosed under sections 1.11 and 1.12 will be full, accurate and up-to-date, and will notify the Operator and any New Services Provider in writing of any updates to such information immediately.
- 1.14 If there are any Unexpected Exit Transferring Employees at any time on or after the relevant Termination Date:
- a) either Party will, upon becoming aware of any Unexpected Exit Transferring Employee at any time on or after the relevant Termination Date, notify the other immediately or as

soon as is reasonably practicable in writing of the identity of that Unexpected Exit Transferring Employee;

- b) the Operator or a New Services Provider, may terminate the employment of that Unexpected Exit Transferring Employee either in accordance with any procedure that may be given to the Operator or the New Services Provider in writing by the Services Provider, or, where the Services Provider does not specify any such procedure in writing within five (5) days of notification under section 1.14 a) above, within fifteen (15) days of notification under section 1.14 a) above;
- c) provided the termination of the Unexpected Exit Transferring Employee takes place prior to the relevant Termination Date, or otherwise is effected by the Operator, a New Services Provider or any of its or their Subcontractors, in accordance with section 1.14 b) above, the Services Provider will indemnify the Operator, the New Services Provider, against any Employment Liabilities the Operator or the New Services Provider may incur in respect of (i) any Pay in relation to, and (ii) the termination of employment of, that Unexpected Exit Transferring Employee;
- d) if the employment of an Unexpected Exit Transferring Employee is not terminated, or is not terminated in accordance with Paragraph 1.14 b) above, that person will be deemed to have been an Exit Transferring Employee with effect from the relevant Termination Date.

Protecting the workforce before exit

- 1.15 Other than in the ordinary course of business, the Services Provider will not and will procure that its Subcontractors will not during the period of six (6) months immediately preceding the termination of this Agreement (in whole or in part) without the prior written consent of the Operator (such consent not to be unreasonably withheld or delayed):
- a) other than for gross misconduct terminate or give notice to terminate the employment of any Potential Exit Transferring Employee;
 - b) increase or reduce the number of Potential Exit Transferring Employees by more than five percent (5%);
 - c) propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of any Potential Exit Transferring Employee;
 - d) replace any Potential Exit Transferring Employee.

After exit

- 1.16 The Operator will, or will procure that any New Services Provider will, be responsible for, and will indemnify the Services Provider in respect of all Pay and any other Employment Liabilities in relation to the Exit Transferring Employees arising in respect of the period following and including the relevant Transfer Date, except as provided for by Paragraph 1.2.
- 1.17 Within twenty eight (28) days of the relevant Termination Date, the Services Provider will pay the Operator or a New Services Provider an amount equivalent to holiday pay for any holiday entitlement which has been accrued by the Exit Transferring Employees but not taken as at the relevant Termination Date.
- 1.18 The Operator will indemnify the Services Provider in respect of any Employment Liabilities it or may suffer, whether before or after the relevant Termination Date, to make a change which amounts or would amount to a repudiatory breach of contract of employment of any Exit Transferring Employee, or is or would be a substantial change in working conditions to the material detriment of that employee as provided for by TUPE provided that the Operator is able to recover such amounts from the Grantor pursuant to the Operator Agreement..

SCHEDULE 12

DEFINITIONS AND DRAFTING CONVENTIONS

1. In this Agreement:

Affiliate	means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company and "holding company" and "subsidiary" shall have the meaning given to it in Section 1159 of the Companies Act 2006 save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;
Ambush Marketing	means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Games, the BOA or "Team GB";
Ancillary Rights	means a non-exclusive license at no cost to the Operator to enter and remain upon those parts of South Park (including the Kiosks) that the Operator requires in order to provide the Services and exploit the Opportunities (including without limitation to the forgoing to erect non-permanent structures including marquees kiosks and stages) and to grant temporary licences to third parties to provide Services on South Park in connection the Operator's use of South Park and the right where reasonably necessary at the cost of the Operator to connect in to the pipes, sewers, drains, mains, ducts, wires and cables in on or under South Park so that E20 or any of its successors in title, lessees or tenants may at any time on reasonable notice save in an emergency enter and remain upon South Park with or without its or their employees agents or contractors for any purpose which does not prevent or interfere with the performance of the Safety and Security Services;
Applicable Law	means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant Regulatory Authorities which have the force of law together with any industry codes of practice in effect from time to time;
Business Day	means any day which is not a Saturday, a Sunday or a bank or public holiday in England;
Change in Law	Means, under the Operator Agreement, the coming into effect after the date of this Agreement of: <ul style="list-style-type: none"> (a) legislation, other than any legislation which on the date of this Agreement has been published: <ul style="list-style-type: none"> (i) in a draft Bill as part of a Government Departmental Consultation Paper; (ii) in a Bill; (iii) in a draft statutory instrument; or

	<p>(iv) as a proposal in the Official Journal of the European Communities;</p> <p>(b) any guidance including requirements of relevant authorities as a consequence of heightened health and safety or security risks; or</p> <p>(c) any applicable judgment of a relevant court of law which changes a binding precedent;</p>
Claim	means a claim or other assertion of rights and/or liability made by a person against another, whether seeking statutory, contractual, tortious, common law or equitable remedies;
Clean Stadium	means the requirement that no part, property, fixture, fitting or equipment situated in the Stadium and no person working on the Stadium Island or South Park shall display, carry or incorporate any form of advertising, promotional material, branding, trade-marks, logos, unofficial marks or features of any third parties save as required by Applicable Laws to the extent necessary for E20 to comply with any Staging Agreement or other arrangements applicable to a Major Sporting Event;
Commencement Date	means 19 July 2015
Commercially Sensitive Information	the information listed in Schedule 6 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to the Operator, its Intellectual Property Rights or its business or which the Operator has indicated to the Services Provider that, if disclosed by the Services Provider, would cause the Operator significant commercial disadvantage or material financial loss;
Completion Date	means the date of completion of the Transformation Works;
Confidential Information	means the provisions of this Agreement and or all agreements, documents, manuals or handbooks referred to in the Agreement, all matters relating or connected to the operation of this Agreement and all information or data which is secret or otherwise not publicly available (in both cases either in its entirety or in part) which is disclosed to or otherwise comes into the party's possession directly or indirectly as a result of this Agreement, including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, or Personal Data, in all cases whether disclosed orally or in writing before or after the date of this Agreement and whether marked confidential or not;
Contract Change	has the meaning given to it in Schedule 5 (<i>Change of Control Procedure</i>);
Dispute Resolution Procedure	means the process of resolving disputes between the Parties as set out in Clause 34 (<i>Dispute Resolution Procedure</i>);
E20	means E20 Stadium LLP, a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ;

Effective Date	means date of signature of this Agreement;
Equipment	means the equipment required at the Premises by the Services Provider for the performance of the Safety and Security Services as set out in Schedule 8 (<i>Equipment</i>);
Employment Liabilities	means without limitation any costs, Claims demands or expenses (including reasonable legal and other professional expenses), losses, damages, compensation and other liabilities;
ER2015	means the 2015 IRB Rugby World Cup, the organising body of which has signed an Access Agreement to host five of the games of the tournament at the Stadium;
ER2015 Agreement	means an agreement between LLDC (1) and England Rugby 2015 Limited (ER2015) (2) for the staging of matches for the IRB Rugby World Cup 2015 and related rugby union test event in 2015;
Estimated Opening Date	means 1 August 2016;
Event	means any event or activity (including a sporting event or match, concert, festival, entertainment, conference, exhibition, industrial theatre, banquet, product launch, meeting and any event of a similar nature);
Event Day	means a Stadium Event Day or a South Park Event Day;
Event Organisers	means any person entitled to undertake an Event at the Stadium, including but not limited to WHFC, UKA and ER2015;
Event Personnel	all employees and contractors of the Services Provider or any of its Subcontractors who are or have been engaged in the provision of the Safety and Security Services on a temporary basis for an Event;
Excusing Event	<p>means:</p> <ul style="list-style-type: none"> (a) the Completion Date occurs after 31 July 2016; or (b) interruption to services where the Grantor has not given the required notice, as per clause 12.1(b) (Utilities) of the Operator Agreement; (c) any breach or default by the Grantor or Grantor Related Party; (d) the failure of UKA to perform an obligation in the UKA Agreement or WHHL or the Club fails to perform an obligation in the WH Agreement or an international Governing Body fails to perform an obligation in or the cancellation of a Staging Agreement; and (e) any failure or disruption to utilities to the Premises including "Relief Events" arising under the Supply Agreement, "Compensation Events" arising under the Connections Agreement, Relief Events/Compensation Events arising under the CCHP Agreement] and where clause 12.1(b) (Utilities) of the Operator Agreement is not complied with by the Grantor.

Financial Year	means, during the term of this Agreement, a period of twelve months commencing on 1 April and ending on the 31 March and each successive anniversary thereof;
Force Majeure	means any event or circumstance outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement including, without limitation, act of God, fire, flood, lightning, casualty, epidemic, explosion, radiation or chemical contamination, lock out, strike, industrial action of any kind, riot, act of terrorism, any cause or event arising out of or attributable to war or civil commotion, malicious mischief or theft, blockade or embargo but excluding strikes of the affected party's own employees other than as part of a nationwide industrial dispute and Changes in Law, protester action (unless as a result of or in connection with the Services Provider's performance of this Agreement or breach of this Agreement by the Services Provider), presence of the Emergency Services on the Site, (unless as a result of or in connection with the action or inaction of a Party or breach of this Agreement or other default by a Party), a decision of a public authority or following the occurrence or threat of a health and safety issue or a security risk (unless a result of or in connection with the action or inaction of a Party or breach of this Agreement by a Party), and the presence or actions of any statutory undertaker on the Site (to the extent that such presence or action does not otherwise constitute an Excusing Event).
General Safety Certificate or GSC	means the general safety certificate issued pursuant to the Safety at Sports Ground Act 1975;
Good Industry Practice	means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a skilled and experienced person engaged in the same type of undertaking at the Premises as that of the Services Provider under the same or similar circumstances;
Governing Body	means the national or international sporting body that approve the stadium use for sporting events;
Grantor	means E20 and LLDC together and where the context admits either of them;
Initial London Living Wage	means the London Living Wage in force at the Effective Date ;
Initial Stadium Event Period	Means the period from 19 July 2015 until 21 November 2015 during which the ER2015 and Grand Prix Weekend take place;
Insolvency Event	means, in relation to the relevant Party, any of the following: <ul style="list-style-type: none"> (a) becoming insolvent or unable to pay or admitting its inability to pay its debts when they become due, or is deemed unable to pay its debts within the meaning of any Law (without any requirement to prove a matter stated therein to a court); (b) any creditor of the relevant Party becoming entitled to declare any debt due and payable prior to its stated maturity, or any mortgage, charge, lien or other security interest which may affect any of the assets of the relevant

	<p>Party becoming enforceable;</p> <p>(c) having a receiver, manager or trustee appointed over, or any encumbrancer takes possession of, the whole or any part of its business or assets;</p> <p>(d) any meeting is convened for the purpose of considering a resolution for, or any application or petition is presented or any other step is taken for the purposes of: (i) making an administration order against it, (ii) the appointment of an administrator over it or (iii) the winding-up or dissolution of it (otherwise than in the course of a solvent reorganisation or restructuring previously approved in writing by the other Parties);</p> <p>(e) any steps are taken with a view to proposing or entering into any composition, compromise, voluntary arrangement, scheme of arrangement or any analogous procedure involving the relevant Party and its creditors or any class of them;</p> <p>(f) it suspending or ceasing to or threatening to suspend or cease to carry on business or any material part of its business or materially alters the nature of its business as conducted at the date of this Agreement;</p> <p>(g) it claims the benefit of any statutory moratorium; or</p> <p>(h) an event occurring which is analogous to any of the foregoing events anywhere in the world;</p>
Intellectual Property Rights	means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world;
IRB	means the International Rugby Board;
Final Transformation Period	Means the period from 22 November 2015 until 27 May 2016 during which the second phase of the Transformation Works takes place;
Key Performance Indicator(s) or KPI(s)	means the key performance indicators in respect of the Services Provider's performance of the Safety and Security Services, as set out in Schedule 9 (<i>Key Performance Indicators</i>);
KPI Failure	means failure to achieve a KPI as set out in Schedule 9 (<i>Key Performance Indicators</i>);
KPI Targets	means the KPI targets as set out in Schedule 9 (<i>Key Performance Indicators</i>);
LBN	means the London Borough of Newham;

LLDC	means London Legacy Development Corporation whose principal office is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ;
London Living Wage	means the minimum hourly wage figure set annually by the Greater London Authority and calculated according to the basic cost of living in London, including any increases, including each annual uplift;
Major Sporting Event	means any major or international sporting event such as, but not limited to, the following major international sporting events, currently known as: the "Olympic and Paralympic Games", the "Commonwealth Games", the "FIFA World Cup", the "UEFA European Football Championships", the "ICC Cricket World Cup", the "ICC World Twenty20 Cricket Championships", the "IRB Rugby World Cup" and the "Rugby League World Cup";
Monthly Report	means the report to be issued to the Operator by the Services Provider with each invoice submitted in accordance with Schedule 3 (<i>Receivables and Payment</i>) setting out, as a minimum: <ul style="list-style-type: none"> (a) Additional Services provided; (b) the Additional Fee to which it is entitled; (c) the Stewarding Fees to which it is entitled; (d) the total Monthly Payment to which it is entitled; (e) any other Supporting Information reasonably required by the Operator;
Necessary Consents	means all permits, licences, registrations, permissions, consents, approvals, exemptions, orders, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Services Provider's obligations under this Agreement, whether required in order to comply with all Applicable Laws or as a result of the rights of any third party;
New Services Provider	means the Grantor or a person engaged by either the Grantor or the Operator or both of them to provide some or all of the Safety and Security Services after the termination or expiry of this Agreement;
Non-Event Day	means any day other than an Event Day;
Operator Agreement	means the agreement dated on or around the date hereof between the Operator and the Grantor;
Operations Manual	means the manual required under the General Safety Certificate and which complies with the requirements of the Safety at Sports Grounds Act 1975, Football Spectators Act 1989, and which incorporates the requirements of the Premises Licence Act 2003, and all the Operator's service delivery plans compiled and maintained in accordance with the Specification; ;
Operator Representative	means [REDACTED] Finance and Contract Manager of the Operator;

Party	means a party to this Agreement;
Personal Data	means personal data and sensitive personal data as defined by the Data Protection Act 1998 processed by the Services Provider in the context of the Safety and Security Services, pursuant to this Agreement;
Permanent Personnel	means all employees and contractors of the Services Provider or any of its Subcontractors who are or have been engaged in the provision of the Safety and Security Services on a permanent basis including but not limited to any Transferring Employees.
Personnel	means the Permanent Personnel and the Event Personnel together and where the context permits either of them;
Policies	means the Operator's rules, regulations and policies as notified to the Services Provider from time to time;
Premises	means the Stadium and South Park together and where the context permits either of them;
Primary Usage Agreement	<p>means any agreement between the Grantor and a Primary User that offers the latter the right to use of the Stadium and its associated areas on a long-term basis for the purposes of hosting events at the Stadium including:</p> <ul style="list-style-type: none"> (a) the West Ham Agreement; (b) the UKA Agreement; (c) the ER2015 Agreement; (d) the agreement contemplated to be entered by the Grantor in relation to the 2017 WAC and 2017 PAC;
Primary User(s)	<p>means any third party which has a Primary Usage Agreement, including:</p> <ul style="list-style-type: none"> (a) WHUFC and WHHL; (b) UKA; (c) England Rugby 2015; (d) In respect of the 2017 WAC and 2017 PAC;
Protected Marks	means any trade mark, trade names, logos or other intellectual property of any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (being the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended replaced or substituted in the future) or by any other legislation enacted (whether as now in force or as enacted amended replaced or

	substituted in the future) in relation to the Games; and "Games Body" means each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British Paralympic Association, any organising committee of an Olympic Games and "Games" means the London 2012 Olympic and Paralympic Games;
QEOP / the Park	(Also known as the "Queen Elizabeth Olympic Park") means the area under management by the Contracting Authority which is within East London and is bounded by Hackney Marshes in the north, the A11 Bow Road in the south, the A13 to the west, and Stratford town centre and Newham to the east;
Receivables	means the payments to be made under this Agreement, as set out in and in accordance with Schedule 3 (<i>Receivables and Payment</i>);
Related Agreements	means the redacted Operator Agreement and the Primary Usage Agreements;
Safety and Security Director	means the person appointed by the Operator from time to time to act as safety and security director on behalf of the Operator;
Safety and Security Services	means the services as set out in Schedule 1 (<i>Scope of Safety and Security Services</i>) and Schedule 2 (<i>Safety and Security Services Specification</i>);
South Park	means that area shown coloured green on plan 140 321.002 at Schedule 7 (<i>Plans</i>);
South Park Event Day	means a day on which an Event is staged or held at South Park;
Specification	means the Safety and Security Services Specification set out at Schedule 2 (<i>Safety and Security Services Specification</i>), which may be revised from time to time during the Term by the Safety and Security Director;
Stadium	means the stadium and associated facilities located within the Stadium Island Site and shown edged red on plan LL201-STA-GND-A-DSP-1003 Rev. PO2 annexed in Schedule 14 (<i>Plans</i>) excepting that part of the stadium to be demised to WHHL pursuant to the WHHL Leases;
Stadium Event Day	means a day on which an Event is staged or held at the Stadium or Stadium Island and may include set-up and breakdown days either side of the actual Event Day(s);
Stadium Island	means the geographical area demised by the Stadium Island Lease that provides the immediate surround to the Stadium, including the bridges that abut Stadium Island to the remainder of the QEOP, including the Stadium but excluding the Community Track, and shown outlined red on plan LC201-5TA-GND-A-DSP-100 rev.PO2 in Schedule 7 (<i>Plans</i>);
Stadium Opening Date	means the day next after the Completion Date;
Staging Agreement	means an agreement entered into by the E20 and an international Governing Body in relation to the hosting of a Major Sporting Event at the stadium and/or South Park;

Term	means the period of time the Agreement is in force as set out in Clause 2 (<i>Commencement and Duration</i>);
Termination Date	means the date on which this Agreement terminates in accordance with its terms;
Transformation Period	means the period from and including the date of this Agreement and ending on the Completion Date, encompassing the Initial Transformation Period, the Initial Stadium Event Period, and the Final Transformation Period;
Transformation Works	means the works to the Stadium to be carried out during the Transformation Period;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended, re-enacted or consolidated from time to time;
UKA	means UK Athletics Limited;
UKA Agreement	means the agreement dated 17 May 2013 between E20 and UKA;
WH Agreement	means the agreement dated 22 March 2013 between E20 (1) WHHL (2) and the Club (3), a redacted version of which is set out at Schedule 18 (Redacted WH Agreement);
WHHL	means West Ham Holdings Limited;
WHHL Leases	means the leases of retail and box office property office property boardroom and players' lounge property or storage areas to be granted in accordance with the terms of the agreement made between the Grantor (1) and WHHL (2) dated 22 March 2013;
WHUFC or West Ham United Football Club Limited	means West Ham United Football Club, the professional football club that is a wholly-owned subsidiary of WH Holding Limited and that has (along with WH Holding Limited) signed a Concession Agreement with E20 to host the home matches of the Club at the Stadium from August 2016;
Workplace	means London Borough of Newham employment programmes including those that develop appropriate training to prepare residents for job opportunities;
Year	means, during the term of this Agreement, a period of twelve months commencing on the Effective Date and on each successive anniversary of the Effective Date and ending on the day before each successive anniversary of the Effective Date or the Termination Date, whichever is earlier.

2. Drafting Conventions

- 2.1.1 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule or Appendix, the provision in the body of this Agreement shall take precedence.
- 2.1.2 References to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above.
- 2.1.3 Except where the context requires otherwise the singular includes the plural and vice versa; a reference to one gender includes both genders; words denoting persons include firms and corporations and vice versa.
- 2.1.4 Headings are included in this Agreement for ease of reference only and shall not affect interpretation or construction.
- 2.1.5 References to Clauses, Schedules and Appendices are, unless otherwise provided, references to clauses, schedules and appendices of this Agreement.
- 2.1.6 Any negative obligation imposed on any Party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any Party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
- 2.1.7 The words "include", "including", "in particular" or any similar words or any general words introduced by the word "other" shall be construed without limitation to the words following.