



CONTRACT

For the provision of operation and maintenance works for relocatable stadium seating

PROTECT - COMMERCIAL

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THIS CONTRACT is made the ^{1st} day of FEBRUARY 2017 ~~2016~~

BETWEEN:

- (1) **E20 STADIUM LLP**, a limited liability partnership (registration number OC376732) whose registered office is c/o London Legacy Development Corporation, Level 10, One Stratford Place, Montfichet Road, London E20 1EJ ("**E20**"); and
- (2) **PHD Modular Access Services Ltd**, a company registered in England and Wales (Company Registration Number **02690003**) whose registered office is at **54 Oxford Road, Denham, Uxbridge, Middlesex, UB9 4DN** ("**the Contractor**").

RECITALS:

- A. E20 is the owner of the multi-purpose stadium located at the Queen Elizabeth Olympic Park (the "**Stadium**").
- B. E20 previously engaged a third party contractor to design, build and install relocatable seating at the Stadium.
- C. E20 subsequently invited bidders to submit proposals for the operation and maintenance of the relocatable seating at the Stadium.
- D. Following a comprehensive procurement exercise, E20 has selected the Contractor to provide the Works (as defined below) and the Contractor is willing to provide the Works to E20 on the terms and conditions set out in this Contract.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Allowable Costs"	has the meaning set out in Schedule 3 (Charges);
"Anti-Bribery Laws"	any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption,

including the Bribery Act 2010;

“Applicable Laws”	means any enforceable European Community right and any directive, regulation or any other law, legislation, treaty, enactment, statute, proclamation, decree, by-law, decision, notice, order, rule (including any rule or decision of court), local government rule, statutory instrument or other delegated or subordinate legislation and any directions, codes of practice or guidance issued pursuant to any legislation and/or, in any such case, the equivalent thereof (howsoever described) applicable in any jurisdiction in which or through which the Works are to be performed;
“Business Day”	any day that is not a Saturday, Sunday or public or bank holiday in England;
“CDM Regulations”	the Construction (Design and Management) Regulations 2015;
“Cessation Plan”	a plan agreed between the Parties or determined by E20 pursuant to Clause 37 to give effect to a Declaration of Ineffectiveness;
“Charges”	the charges payable by E20, in consideration of the due and proper performance of the Works in accordance with the Contract, as specified in or calculated in accordance with Schedule 3 (Charges) as the same may be varied from time to time in accordance with Clause 41;
“Confidential Information”	all information in respect of the business of E20 including know-how and other matters connected with the Works, information concerning E20’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of E20 and of such persons and any other information which, if disclosed, will be liable to cause harm to E20;
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract	(i) the Contract in its entirety (including from time to time agreed changes to the

Information”	Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 9 which shall consist of the Contractor’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Commencement Date”	[the date of this Contract] OR [date]; <u>1 February 2017</u>
“Contract Manager”	the person named as such in Schedule 1 (Key Contract Information) or such other person as notified to the Contractor by E20;
"Completion"	completion of a Transition prior to the Operational Mode Change Date which shall be achieved when the conditions set out in paragraph 10 (Completion) of the Specification are met, and " Complete " and " Completed " shall be construed accordingly;
"Core Works"	<p>(a) all or any part of the works to be provided to, or activities to be undertaken and completed for, E20 by the Contractor under the Contract as detailed in the Specification (including Enhanced Maintenance Works, Planned Maintenance Works, Pre-Transition Works, Reactive Maintenance Works and Transition Works (as such terms are defined in Schedule 3 (Charges)) and any variations to such services and/or activities pursuant to Clause 41; and</p> <p>(b) any works, services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing works, services or activities and which may be reasonably inferred from the Contract;</p>
“Contractor Equipment”	the equipment and materials of whatsoever nature used by the Contractor in providing the Works which do not themselves form part of the Works and in which title is not intended to pass to E20 under the Contract;

“Contractor’s Personnel”	all such employees, officers, suppliers, sub-contractors and agents of the Contractor as are engaged in the performance of any of the Works and including the Key Personnel;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006;
“Deed of Guarantee”	means the document set out in Schedule 7 (Guarantee);
“DPA”	the Data Protection Act 1998
"E20 Employee"	any person employed or engaged (or formerly employed or engaged) by either E20 or any of its Subcontractors in the provision of services which are fundamentally the same as the Works (as provided for by the Transfer Regulations);
“E20's Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of E20, including the Stadium and the Stadium Compound (whilst still located at Pudding Mill Lane), and as described in more detail in the Specification;
"Employment Liabilities"	any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any New Provider or Subcontractor of E20 (which shall, for the avoidance of doubt, include any incurred as a result of an indemnity or warranty given, or to be given, by E20 to a New Provider or Subcontractor);
"Event"	has the meaning set out in the Specification;
“FOI Legislation”	<ul style="list-style-type: none"> (a) the Freedom of Information Act 2000; (b) the Environmental Information Regulations 2004; (c) any applicable guidance or directions relating to the disclosure of information with which E20 is

bound to comply

“Force Majeure Event”	an event outside a Party's reasonable control including any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“Affected Party”) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“Good Industry Practice”	has the meaning set out in Clause 3.3.1;
“Guarantor”	means the party that executes the Deed of Guarantee;
“Holding Company”	as defined in section 1159 of the Companies Act 2006;
"Initial Period"	the period of time from and including the Contract Commencement Date until 30 November 2021;
“Insolvent”	the Contractor is Insolvent where it: <ul style="list-style-type: none"> <li data-bbox="695 1525 1337 1740">(a) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up; <li data-bbox="695 1778 1337 1848">(b) has a winding up petition based upon a petition debt presented against it; <li data-bbox="695 1886 1337 1955">(c) has a winding-up order or a notice of striking off made in respect of it; <li data-bbox="695 1993 730 2018">(d)

- (i) has an administration order or an application for an administration order made in respect of it; or
 - (ii) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court;
- (e) proposes, makes or is subject to:
- (i) a company voluntary arrangement;
 - (ii) a composition with its creditors generally;
 - (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or
 - (iv) a scheme of arrangement under Part 26 Companies Act 2006;
- (f) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
- (g) ceases to trade or appears, in the reasonable opinion of E20, to be likely to cease to trade;
- (h) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;

**“Intellectual
Property
Rights”**

all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in

	the world and together with all renewals and extensions;
“Key Personnel”	the Contractor’s key personnel named in Schedule 1 and “Key Person” shall refer to any one member of the Key Personnel;
“Key Personnel Compensation Amount”	the amounts set out in Schedule 1, payable by the Contractor in accordance with Clause 14.10;
“London Living Wage”	means a basic hourly wage (as at the date of this Contract) of £9.40 (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Contractor;
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“New Provider”	any replacement supplier nominated by E20 to provide services similar to the Works following the expiry or termination of this Contract;
“O&M Manual”	means the manual which describes how to operate and maintain the Relocatable Seating, as set out in Annex A to Schedule 2 (Specification);
“OJEU Notice”	means the notice in the Official Journal of the European Union with reference 2016/S 138-249751
“Olympic Movement”	includes the British Olympic Association, the International Olympic Committee, other National Olympic Committees, the London Organising Committee of the Olympic Games and any other organising committee of Olympic Games, any Olympic team, and any other person or entity who is recognised by or required to comply with the Olympic Charter (as published by the International Olympic Committee from time to time).

"Operational Mode Change Date"	the date by which a Transition must be completed by the Contractor, as notified to the Contractor by E20 in accordance with Section 2 of the Specification;
"Parties"	E20 and the Contractor (including their successors and permitted assignees) and "Party" shall mean either of them as the case may be;
"Pay"	all emoluments and outgoings relating to employment including but not limited to PAYE, National Insurance Contributions, remuneration and benefits;
"Personal Data"	as defined in the DPA;
"Public Procurement Termination Event"	if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
"Quoted Works Process"	means the quoted works process set out in Schedule 4 (Quoted Works Process);
"Quoted Works"	means any works or services in addition to the Core Works that E20 may procure from time to time under the Quoted Works Process in accordance with Schedule 4 (Quoted Works Process);
"Quoted Works Request"	means a request for Quoted Works issued pursuant to Schedule 4;
"Rate Card"	means the Contractor's rate card as set out in Schedule 3;
"Relocatable Seating"	means the relocatable seating located at the Stadium and as described in more detail in the Specification;
"Renewal Period"	has the meaning set out in Clause 2.1;
"Replacement Parts"	means any parts, components or other materials provided by the Contractor to repair or replace any part of the Relocatable

	Seating;
“Request for Information”	a request for information made to E20 by a third party pursuant to the FOI Legislation;
“Specification”	the specification and other requirements set out in Schedule 2 (Specification) (including the O&M Manual);
"Stadium"	has the meaning set out in Recital A;
"Stadium Compound"	means: <ul style="list-style-type: none"> (a) until 1 December 2017, E20's storage facility at Pudding Mill Lane (as described in more detail in Schedule 2 (Specification); and (b) from 1 December 2017 onwards, such storage facility as agreed between the Contractor and E20 in accordance with Clauses 16.14 to Error! Reference source not found.16.18 (inclusive);
"Stadium Operator"	means the person appointed by E20 from time to time to operate the Stadium (including the management of the operations associated with the Stadium and community athletics track on Event and non-Event days), which at the date of this Contract is London Stadium 185 Limited;
"Seating Components"	means the components as defined in Schedule 2 (Specification);
"Stakeholder"	means <ul style="list-style-type: none"> (a) Greater London Authority; (b) London Legacy Development Corporation; (c) London Stadium 185 Limited (the current operator of the Stadium); (d) any subsequent tenants, concessionaires, owners and/or operators of the Stadium;

- (e) providers of maintenance and/or facilities management services in or to the Stadium;
- (f) each party taking or intending to take a lease or underlease of the premises comprising the whole or any part of the Stadium;
- (g) each party purchasing or intending to purchase the site and/or the premises comprising the whole or any part of the Stadium;
- (h) each and every party providing or intending to provide finance in connection with the Stadium or for the purchase or letting of the whole or any part of the premises comprising the whole or any part of the Stadium; (including its successors in title and assigns and those deriving title under it or them); and
- (i) any other party acquiring an interest in the Stadium;

"Subcontractor"	any direct or indirect subcontractor of E20, the Contractor or New Provider (as the case may be) providing services which are fundamentally the same as the Works (as provided for by the Transfer Regulations);
"Subconsultant"	means any Subcontractor who is appointed or engaged by the Contractor to provide or undertake any design or design services in connection with the Works and/or the Stadium seating;
"Term"	the Initial Period and any subsequent Renewal Period(s);
"Transferring Employee"	an E20 Employee assigned to services which are fundamentally the same as the Works (as provided for by the Transfer Regulations);
"Transition"	the erection, relocation, dismantling, reconfiguration, removal or other operation of the Relocatable Seating in order to

accommodate a particular Event at the Stadium;

**“Transparency
Commitment”** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which E20 is committed to publishing its contracts, tender documents and data from invoices received;

“Transfer Regulations” the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other applicable legislation in any country which has or is intended to have the same or similar effect;

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature; and

“Works” the Core Works and any Quoted Works.

- 1.2 A reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 A reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 Headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 References to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 In the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence;
- 1.8 The Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;

1.9 The expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

1.10 The words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

2.1 This Contract shall come into force on the Contract Commencement Date and shall (subject to the provisions for earlier termination set out in this Contract) continue in force for the Initial Period. Thereafter, the Contract may be renewed by E20 on the same terms for successive twelve (12) month periods (each a "**Renewal Period**") until terminated by either party in accordance with Clause 34.

3. The Works

3.1 The Contractor:

3.1.1 shall provide the Works to E20 from the Contract Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about E20 and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Works in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Contractor of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of E20 relating to its performance of the Works.

3.2 Notwithstanding anything to the contrary in the Contract, E20's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract.

3.3 The Contractor shall provide the Works:

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced contractors providing works of a similar scope, type and complexity to the Works and with sufficient resources including project management resources ("**Good Industry Practice**");

- 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 3.3.4 so that they are properly managed and monitored and shall immediately inform E20 if any aspect of the Contract is not being or is unable to be performed.

4. Contractor Obligations

- 4.1 The Contractor shall, from the Contract Commencement Date:
 - 4.1.1 operate the Relocatable Seating in compliance with Schedule 2 (Specification) and in a safe and reliable manner;
 - 4.1.2 maintain the Relocatable Seating in good repair and condition, and make all necessary and proper repairs, renewals and replacements, including provision of all necessary parts, in a safe and reliable manner;
 - 4.1.3 test the Relocatable Seating in accordance with the instructions set out in Schedule 2 (Specification);
 - 4.1.4 arrange transport and safe storage of the Relocatable Seating and Seating Components when not in use on E20's Premises; and
 - 4.1.5 use all reasonable efforts to optimise the operation and maintenance and other Works set out in this Contract so as to reduce the cost of such Works and also to allow for the rapid Transition of the Relocatable Seating.
- 4.2 On E20 informing the Contractor that the Relocatable Seating has malfunctioned or has failed to perform otherwise, the Contractor shall, if requested by E20 attend E20's Premises and carry out the necessary repairs, renewals and/or replacements and testing in accordance with Schedule 2 (Specification).
- 4.3 Without prejudice to the provisions of Schedule 2 (Specification) the Contractor shall procure that the Works are at all times performed:
 - 4.3.1 in an economic, efficient, effective and safe manner and in accordance with Good Industry Practice and the CDM Regulations;
 - 4.3.2 in a manner that is does not cause injuries to health and that does not cause a nuisance or damage to property or the environment;

- 4.3.3 in such manner as not to detract from the image and reputation of E20;
 - 4.3.4 in compliance with all Applicable Laws;
 - 4.3.5 in compliance with any applicable site regulations when carrying out any part of the Works at E20's Premises so as not to impede E20 in carrying out its functions, operations or activities or increase the cost to E20 of carrying out its functions, operations or activities; and
 - 4.3.6 in such manner as to facilitate the flexible, economic and efficient management of E20's Premises.
- 4.4 Throughout the Term the Contractor shall when required give to E20 such written or oral advice or information regarding any of the Works as E20 may reasonably require.
- 4.5 The Contractor shall provide the Works efficiently with the optimum use of resources so as to provide the Works of the lowest reasonably obtainable overall cost and to actively seek ways of reducing cost.
- 4.6 Upon E20's request, the Contractor shall within 7 days execute and deliver (and procure that its parent guarantor executes and delivers) to E20 deeds of direct agreement in favour of any Stakeholder, in the form(s) contained in Schedule 9 (Part I) of this Contract. If the Contractor does not deliver any deed of direct agreement as required by this Clause 4.6 to E20 within 7 days from E20's request then E20 shall be entitled to withhold 20% of all further amounts due under the Contract, but not yet paid, until the Contractor has executed and delivered such deed of direct agreement to E20.
- 4.7 The Contractor shall procure that each Subconsultant executes and delivers to E20, no later than the date of signature of that Subconsultant's appointment, a collateral warranty deed in the form set out in Schedule 9 (Part II) of this Contract in favour of E20 and London Stadium 185 Limited and, if requested by E20, any Stakeholder. E20 shall be entitled to withhold any sum due under this Contract in respect of a Subconsultant's appointment if and for so long as the requirements of this Clause 4.7 are not satisfied in relation to that appointment.

5. Materials and Workmanship

- 5.1 All materials to be supplied by the Contractor under this Contract, including any Replacement Parts, shall be manufactured with non-hazardous materials and in accordance with recognised good engineering practice. All parts or components comprising the Relocatable Seating and any related equipment which is to be renewed or replaced during this Contract shall be replaced with

Replacement Parts which are of the same or better standard as those which may be required to replace.

6. E20's Obligations

6.1 E20 shall:

- 6.1.1 pay the Contractor in accordance with Clause 9;
- 6.1.2 provide or procure the provision of access to the Relocatable Seating and E20's Premises as reasonably required by the Contractor in order to provide the Works;
- 6.1.3 provide the Contractor with any information that is reasonably required by the Contractor for the performance of the Works; and
- 6.1.4 allow the Contractor access to the accommodation and facilities at E20's Premises pursuant to Clause 16.2.

7. Construction (Design and Management) Regulations 2015

7.1 Where the CDM Regulations require the appointment of a "principal designer" or "principal contractor", E20 appoints the Contractor to act as the "principal designer" or "principal contractor" (both as defined in the CDM Regulations) and the Contractor accepts such appointments and confirms that it has the skills, knowledge, experience and organisational capability to fulfil such roles.

7.2 For the purposes of the CDM Regulations:

- 7.2.1 the Contractor takes full responsibility for the adequacy stability and safety of all site operations and methods of construction and complies fully with the requirements of the CDM Regulations;
- 7.2.2 the Contractor warrants that it is fully conversant with the guidance and any codes of practice published by the Health and Safety Executive in relation to the CDM Regulations;
- 7.2.3 the Contractor throughout the progress of any works and whilst the Contractor has access to E20's Premises in accordance with this Contract has full regard for the safety of all persons entitled to be upon E20's Premises and keeps E20's Premises (so far as the same is under his control) and the works (so far as the same have not been handed over to or occupied by E20) in an orderly state appropriate to the avoidance of danger to such persons and, without limitation, in connection with the works, provides and maintains at his own cost all lights guards fencing warning signs and watching when and where necessary or where required by any competent statutory or

other authority for the protection of the works or for the safety and convenience of the public or others;

- 7.2.4 where the Contractor is the "principal designer" and / or "principal contractor" as defined in the CDM Regulations, the Contractor performs all the functions and duties of and exercises the powers of the "principal designer" and / or "principal contractor" as defined in the CDM Regulations;
- 7.2.5 where the Contractor is not the "principal contractor" and/or the "principal designer" as defined in the CDM Regulations, the Contractor shall perform all the functions and duties of a "contractor" and (where the Contractor is responsible for design) a "designer" as defined in the CDM Regulations;
- 7.2.6 the Contractor warrants to E20 that it has the skills, knowledge, experience, organisational capability and level of resources necessary to meet the requirements of the CDM Regulations and to fulfil the role of "principal designer" and / or "principal contractor", "contractor" and "designer" (as applicable) as defined in the CDM Regulations;
- 7.2.7 the Contractor at all times co-operates, so far as is reasonably practicable, with all parties having health and safety responsibilities on or adjacent to E20's Premises, including the "principal contractor" and/or the "principal designer" as defined in the CDM Regulations (where these roles are not being performed by the Contractor) for the effective discharge of those responsibilities;
- 7.2.8 the Contractor shall procure that each Subcontractor and indirect Subcontractor complies fully with the requirements of the CDM Regulations;
- 7.2.9 before the commencement of work at E20's Premises the Contractor provides the Contract Manager with a copy of his statement of health and safety policy, and that of any Subcontractor prior to such Subcontractor commencing work on E20's Premises; and
- 7.2.10 the Contractor to the extent that he is in control of E20's Premises or any part of it within the meaning of Section 4 of the Health and Safety at Work etc. Act 1974 keeps E20's Premises, its access and egress, safe and without risk to the health of persons using it.

8. Charges

- 8.1 The Contractor shall invoice E20 in accordance with the procedures set out in Clause 9 and in consideration of, and subject to the due and proper performance of the Works by the Contractor in accordance with

the Contract, E20 shall pay the Contractor the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

- 8.2 The Contractor is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 3 (Charges) or have been incurred with the prior written consent of E20, in which case the Contractor shall supply appropriate evidence of expenditure in a form acceptable to E20.
- 8.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

9. Payment Procedures and Approvals

- 9.1 The Contractor shall provide to E20 on a monthly basis (unless otherwise agreed by the Parties) an application for payment for the Charges in accordance with Schedule 3 (Charges) and other amounts due to it under this Contract.
- 9.2 The Contractor shall submit such applications for payment to the postal address set out in Schedule 1 (Key Contract Information) or, where an electronic format for submission of invoices is set out in Schedule 1 (Key Contract Information), such electronic format shall, unless E20 requires otherwise, be used. Each such application for payment shall contain all information required by E20 including the Contract Reference Number, purchase order number, Contractor's name and address, a separate calculation of VAT and a brief description of the Works provided.
- 9.3 In the event of a variation to the Works in accordance with the Contract that involves the payment of additional charges to the Contractor, the Contractor shall identify these separately on the relevant application for payment.
- 9.4 Within five (5) Business Days of receipt of the application for payment (the "**Due Date**"), E20 shall issue to the Contractor a notice specifying the sum that E20 considers to be or to have been due at the payment due date in respect of the payment, and the basis on which that sum is calculated (the "**Payment Notice**").
- 9.5 If E20 fails to provide the Payment Notice within the period specified in Clause 9.4, the Contractor may issue such notice specifying the sum that the Contractor considers to be or to have been due at the Due Date in respect of the payment and the basis on which that sum is calculated (the "**Contractor Payment Notice**") then such amount as specified in the Contractor Payment Notice shall become the amount due from E20, provided that the Final Date for Payment shall be

extended by the number of days after the date specified in Clause 9.4 that the Contractor Payment Notice was received by E20.

- 9.6 If E20 intends to pay less than the sum specified in the Payment Notice or Contractor Payment Notice (as the case may be) for any reason including any sum that may be due from Contractor to E20 under the Contract, E20 shall notify the Contractor (a "**Pay Less Notice**") not later than one (1) day before the Final Date for Payment, specifying the amount E20 considers to be due on the date the notice is given and the basis on which that sum is calculated.
- 9.7 Subject to the issue of a Pay Less Notice, E20 shall pay to the Contractor the amounts specified in the Payment Notice or Contractor Payment Notice (as the case may be) by the date falling fifteen one (15) Business Days after the Due Date (the "**Final Date for Payment**").
- 9.8 No payment made by E20 (including any final payment) or act or omission or approval by E20 or the Contract Manager (whether related to payment or otherwise) shall:
- 9.8.1 indicate or be taken to indicate E20's acceptance or approval of the Works or any part of them or any act or omission of the Contractor, or otherwise prejudice any rights, powers or remedies which E20 may have against the Contractor, or absolve the Contractor from any obligation or liability imposed on the Contractor under or by virtue of the Contract; or
- 9.8.2 prevent E20 from recovering any amount overpaid or wrongfully paid including payments made to the Contractor by mistake of law or fact. Without prejudice to Clause 25 (Set-Off), E20 shall be entitled to withhold such amount from any sums due or which may become due to the Contractor or E20 may recover such amount as a debt.
- 9.9 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Contractor in discharging its obligations under the Contract.
- 9.10 Interest shall accrue at the interest rate of one percent (1%) above the base lending rate from time to time of the Bank of England on all sums due and payable under this Contract from the Final Date for Payment until the date of actual payment (both before and after judgment). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s 8 (2) of the Late Payment of Commercial Debts (Interest) Act 1998.

- 9.11 Payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as E20 may notify to the Contractor from time to time.

10. Security and Guarantees

- 10.1 At its sole discretion, E20 may require the Contractor to provide, at its expense, the Deed of Guarantee (from such Holding Company as E20 may require) and, if requested by E20, a legal opinion as to its enforceability in the format set out in Schedule 7 (Guarantee).
- 10.2 If it exercises its right to require the Contractor to provide a Deed of Guarantee pursuant to Clause 10.1, E20 shall not be obliged to make any payment to the Contractor under the Contract whether for the Charges or otherwise unless and until the Deed of Guarantee (and legal opinion if applicable) have been provided in a form satisfactory to E20.
- 10.3 The Contractor shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that the Deed of Guarantee (as the case may be) is or becomes invalid or otherwise unenforceable.
- 10.4 The Contractor shall give notice to E20 within ten (10) Business Days where there is any change in the ownership of the Guarantor where such change relates to 50% or more of the issued share capital of the Guarantor. E20 shall have the right to terminate the Contract within sixty (60) calendar days of receipt of the required notice from the Contractor, or in the event that the Contractor fails to give the required notice, within sixty (60) calendar days of E20 becoming aware of such event, unless the Contractor has within such period provided a parent company guarantee or other appropriate security from a replacement guarantor acceptable to E20 on terms identical to the Deed of Guarantee.

11. Warranties and Obligations

- 11.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Contractor warrants, represents and undertakes to E20 that:
- 11.1.1 it has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract;
- 11.1.2 is aware of the purposes for which the Works are required and acknowledges that E20 is reliant upon the Contractor's expertise and knowledge in the provision of the Works;

- 11.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
- 11.1.4 the Contract is executed by a duly authorised representative of the Contractor;
- 11.1.5 all materials, equipment and goods used or supplied by the Contractor in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification;
- 11.1.6 all documents, drawings, computer software and any other work prepared or developed by the Contractor or supplied to E20 under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person; and
- 11.1.7 in terms of this Contract that any and all information supplied in writing after the date of the OJEU Notice by or on behalf of the Contractor to E20 or to any of its advisers, including to all responses to any clarification process of the procurement, in connection with the award of contract to the Contractor and in response to the tender for the provision of Works made by the Contractor was, at the time it was provided, and, except where superseded by subsequent information supplied to E20, at the date hereof to the best of the Contractor's knowledge, information and belief, true and accurate and it shall advise E20 of any fact, matter or circumstance of which it may or has become aware which would render any material statement or representation to be false or misleading;
- 11.1.8 any Replacement Parts shall:
- 11.1.8.1 be free from material defects;
- 11.1.8.2 be fit for the purpose for which they are intended as set out in the Specification;
- 11.1.8.3 be of satisfactory quality.
- 11.2 Each warranty and obligation in this Clause 11 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.
- 12. Quoted Works**
- 12.1 E20 may from time to time request that the Contractor provides Quoted Works. E20 and the Contractor shall each comply with the provisions

of Schedule 4 (Quoted Works Process) in respect of any request for Quoted Works.

13. Operational Management

13.1 E20 authorises the Contract Manager to act as E20's representative for the Contract and the Contractor shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by E20.

13.2 The Contractor shall, at E20's request, provide promptly to E20 at no additional cost such reports on the provision of the Works as E20 may reasonably request.

14. Contractor's Personnel

14.1 It is the parties' intention that neither the commencement nor the termination of the Contract or of any of the Works will give rise to a relevant transfer pursuant to the Transfer Regulations.

14.2 Notwithstanding Clause 14.1, E20 will be responsible for, and will indemnify the Contractor and any of its Subcontractors, as the case may be, in respect of all Pay and any other Employment Liabilities in relation to any Transferring Employees arising in respect of the period up to the Contract Commencement Date.

14.3 Notwithstanding Clause 14.1, the Contractor will be responsible for, and will indemnify the Customer and any of its Subcontractors, including the New Provider, in respect of all Pay and other Employment Liabilities in relation to the Contractor's Personnel in respect of the period following the Contract Commencement Date.

14.4 Nothing in this Contract will render the Contractor's Personnel, an employee, agent or partner of E20 and the Contractor shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Contractor's Personnel.

14.5 The Contractor shall provide the Contractor's Personnel as necessary for the proper and timely performance and management of the Works in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to E20.

14.6 Without prejudice to any of E20's other rights, powers or remedies, E20 may (without liability to the Contractor) deny access to such Contractor's Personnel to any of E20's Premises if such Contractor's Personnel in E20's view have not been properly trained in any way required by this Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any

person and shall notify the Contractor of such denial in writing; the Contractor shall immediately remove such Contractor's Personnel from performing the Works and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel). The Contractor shall ensure that any of the Contractor's Personnel removed from the provision of the Works in accordance with this Clause 14.6 shall, within one (1) day, have no further connection with the Works or this Contract.

- 14.7 The Contractor shall give E20, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Contractor shall give E20 reasonable notice of any proposals to change Key Personnel and Clause 14.9 shall apply to the proposed replacement of any Key Personnel.
- 14.8 The Contractor shall provide training to E20's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 2 (Specification).
- 14.9 The Contractor must not engage any replacement for the Key Personnel in the provision of the Works until such replacement has been accepted by E20. If the Contractor intends to change any of the Key Personnel then the Contractor shall provide E20 with the name, relevant qualifications and experience of such a proposed replacement person, and the Contractor acknowledges that E20 shall be entitled to reject the appointment of the replacement for the Key Personnel if:
- 14.9.1 his relevant qualifications and experience are not as good as those of the Key Personnel who is to be replaced;
- 14.9.2 he is, in E20's opinion, inappropriate because E20 has received specific information from the Crown, the Serious Fraud Office or the Crown Prosecution Service or because E20 has been made aware of any relevant material fact or allegation concerning the suitability of the person to act in relation to performing the Works. If E20 deems such a person to be inappropriate in accordance with this Clause 14.9.2, the Contractor does not permit such person to perform any further duties in relation to the Works without the prior written consent of E20;
- 14.9.3 in E20's opinion, the person's activities are incompatible with any operations or activities carried out by E20 for the purposes contemplated by this Contract or any other of E20's statutory duties or other functions.
- 14.10 Save where any Key Person is removed from the provision of the Works pursuant to Clause 14.6, or for other reasons which E20 considers are outside the Contractor's reasonable control, if a Key

Person (or their replacement) ceases to be employed by the Contractor to do the job stated in Schedule 1, E20 may deduct the Key Personnel Compensation Amount applicable to such Key Person (or his replacement) from any sum otherwise due or which at any time may otherwise become due to the Contractor under this Contract.

15. Health and Safety

- 15.1 The Contractor shall promptly notify E20 of any health and safety hazards, which may arise in connection with the performance of the Works. E20 shall promptly notify the Contractor of any health and safety hazards that may exist or arise at E20's Premises and that may affect the Contractor in the performance of the Works.
- 15.2 While on E20's Premises, the Contractor shall comply with any health and safety measures implemented by E20 or on E20's behalf in respect of staff and other persons working on E20's Premises.
- 15.3 The Contractor shall notify E20 immediately in the event of any incident occurring in the performance of the Works on E20's Premises where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 15.4 The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on E20's Premises in the performance of this Contract.
- 15.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to E20 on request.

16. E20's Premises and Relocatable Seating

- 16.1 E20 shall, subject to Clause 14 and Clause 15, provide the Contractor with access to such parts of E20's Premises as the Contractor reasonably requires for the purposes only of properly providing the Works.
- 16.2 E20 shall provide the Contractor with such accommodation and facilities at E20's Premises as set out in the Specification or which is otherwise agreed by the parties from time to time.
- 16.3 In the event of the expiry or termination of this Contract, E20 shall on reasonable notice provide the Contractor with such access as the Contractor reasonably requires to E20's Premises to remove any of the Contractor Equipment. All such equipment shall be promptly removed by the Contractor.
- 16.4 Full legal, beneficial and equitable title to the Relocatable Seating shall remain with E20 at all times. Whilst using or in possession of the

Relocatable Seating, risk in the Relocatable Seating shall pass to the Contractor.

16.5 Whilst risk in the Relocatable Seating remains with the Contractor, the Contractor shall:

16.5.1 hold the Relocatable Seating on a fiduciary basis as E20's bailee;

16.5.2 be solely and absolutely responsible for any loss or damage to the Relocatable Seating;

16.5.3 store and use the Relocatable Seating at the Stadium and Stadium Compound in a proper manner in conditions which adequately protect and preserve the Relocatable Seating and shall not move it from the Stadium or Stadium Compound (except in the normal course of a Transition or as required in the Specification) without E20's prior written consent;

16.5.4 ensure that the Relocatable Seating is clearly identified as belonging to E20 and is not tampered with;

16.5.5 use the Relocatable Seating in a careful, safe and proper manner in accordance with any operating instructions and all applicable statutes, regulations or codes of practice, and not for any purpose for which it was not designed or for any unlawful purpose;

16.5.6 ensure that the Relocatable Seating is used or operated only by properly skilled Contractor's Personnel;

16.5.7 ensure that the Relocatable Seating is used only for the purpose of providing the Works;

16.5.8 immediately notify E20 of any breakdown or unsatisfactory working, loss, damage, theft, seizure or loss of possession of the Relocatable Seating;

16.5.9 not alter the Relocatable Seating or attach any accessories to E20's Premises without E20's prior consent;

16.5.10 not sell, charge, pledge, mortgage or otherwise dispose of the Relocatable Seating or any part of it or permit any lien to arise over the Relocatable Seating or part of it, or lease or sub lease or part with possession of the Relocatable Seating or any part of it; and

16.5.11 keep the Relocatable Seating free from distress, execution and other legal process.

16.6 The Contractor shall ensure that:

- 16.6.1 where using E20's Premises and the Relocatable Seating they are kept properly secure and the Contractor will comply and cooperate with E20's and the Stadium Operator's reasonable directions regarding the security of the same;
- 16.6.2 only those of the Contractor's Personnel that are duly authorised to enter upon E20's Premises for the purposes of providing the Works, do so;
- 16.6.3 the Relocatable Seating is maintained (or restored at the end of the Term) in the same or similar condition as at the Contract Commencement Date (fair wear and tear excepted) whether the Relocatable Seating is on E20's Premises, in the Stadium Compound or any other location.
- 16.7 The Contractor shall and shall ensure that its agents, employees and/or sub-contractors shall perform the Works in such a manner as not to cause or contribute to any damage to and loss of the Relocatable Seating and/or any part thereof and/or any damage to and loss of the whole or any part of any E20's Premises.
- 16.8 The Contractor shall be responsible for and liable to E20 for any loss of and/or damage to E20's Premises caused by any act, omission, default or negligence of the Contractor or its agents, employees and/or sub-contractors. The Contractor acknowledges that E20 shall have the right to engage a contractor to repair and/or reinstate all or any part of such damage caused to any E20's Premises, and the Contractor shall be liable for the costs of such repair and/or reinstatement which E20 shall be entitled to set off against any amounts due to the Contractor or claim such costs as a debt.
- 16.9 The Contractor shall repair, and/or reinstate all or any part of any damage to the Relocatable Seating at its own cost unless the Contractor is able to prove that such damage is caused by any act, omission, default or negligence of E20 or others (being people or organisations who are not E20, the Contractor or any agents employees and/or sub-contractors of the Contractor).
- 16.10 The Contractor shall be liable to E20 for any loss of and/or damage to the Relocatable Seating caused by act, omission, default or negligence of the Contractor or its agents, employees and/or sub-contractors (fair wear and tear excluded).
- 16.11 Failure of the Contractor to remedy the damage as instructed by E20 shall entitle E20 to engage an alternative contractor to repair and/or reinstate all or any part of such damage caused, and the Contractor shall be liable for the costs of such repair and/or reinstatement which E20 shall be entitled to set off against any amounts due to the Contractor or claim such costs as a debt.

- 16.12 The Contractor shall be liable to E20 for any loss of and/or damage to the Seating Components from the time the Seating Components are removed from E20's Premises and while the Seating Components are in the Stadium Compound.
- 16.13 E20 shall be entitled to recover the costs of replacing the Seating Components which shall be deducted from any amounts due to the Contractor.
- 16.14 The Contractor shall be entitled to use E20's premises at Pudding Mill Lane as the Stadium Compound until 1 December 2017. Thereafter it will need to store the Stadium Components in an alternative location for the remainder of the Term, which must be approved by E20 in accordance with Clause 16.15.
- 16.15 The Contractor must obtain E20's prior written approval of the alternative premises it proposes to use as the Stadium Compound from 1 December 2017. E20 shall, acting reasonably, have the right to approve or decline such alternative premises as it may see fit. The following is a non-exhaustive list of the factors E20 may take into account in considering whether to approve the Contractor's use of such alternative premises as the Stadium Compound:
- 16.15.1 the distance of the alternative premises from the Stadium, its transport links and the impact of such factors on the Contractor's ability to Complete Transitions within the applicable timescales;
 - 16.15.2 the suitability of the alternative premises and the storage facilities therein for the storage of the Stadium Components;
 - 16.15.3 the size of the alternative premises;
 - 16.15.4 the security arrangements in place at such alternative premises;
 - 16.15.5 whether the alternative premises will be used solely for the purpose of this Contract;
 - 16.15.6 the terms of the lease of the alternative premises including the costs and break clauses.
- 16.16 By no later than 30 September 2017 the Contractor shall have:
- 16.16.1 located such alternative premises to serve as the Stadium Compound;
 - 16.16.2 provided E20 with copies of the heads of terms for the lease (if applicable) and the lease for the alternative premises;
 - 16.16.3 obtained E20's prior written approval to the use of such alternative premises pursuant to Clause 16.15; and

16.16.4 secured the use of such alternative premises to serve as the Stadium Compound from 1 December 2017.

16.17 The parties shall agree the Stadium Compound Charges (as defined in Schedule 3) in accordance with Clause 41 and shall be paid by E20 in accordance with Clause 9 and paragraph 16 of Schedule 3, provided that such Charges shall only include the Contractor's actual monthly cost of the following under the lease for the Stadium Compound:

16.17.1 rent;

16.17.2 rates;

16.17.3 utility charges; and

16.17.4 service charges;

or a fair and reasonable proportion of those costs if the Stadium Compound is (with E20's prior written agreement and at E20's sole and absolute discretion) not used solely for the purpose of this Contract.

16.18 Notwithstanding Clauses 16.14 to 16.16 (inclusive), E20 may at any time from 1 December 2017 (if it is able to source appropriate premises which are better or more cost effective than the then current premises) provide an alternative location for storage of the Stadium Compound for the remainder of the Term and the Contractor shall use such premises instead. The consequential changes to the Charges for (and in connection with) the Stadium Compound shall be agreed by the Parties and effected in accordance with Clause 41.

17. London Living Wage

17.1 The Contractor acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that E20 ensures that the London Living Wage is paid to anyone engaged by E20 who is required to discharge contractual obligations in Greater London or on E20's estate.

17.2 Without prejudice to any other provision of this Contract, the Contractor shall:

17.2.1 ensure that none of its employees (or its Subcontractors' employees) engaged in the provision of the Works (in Greater London or on E20's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

17.2.2 ensure that none of its employees (or Subcontractors' employees) engaged in the provision of the Works is paid less

than the amount to which they are entitled in their respective contracts of employment;

- 17.2.3 provide to E20 such information concerning the London Living Wage and as E20 or its nominees may reasonably require from time to time;
 - 17.2.4 disseminate on behalf of E20 to its employees (and its Subcontractors' employees) engaged in the provision of the Works such perception questionnaires as E20 may reasonably require from time to time and promptly collate and return to E20 responses to such questionnaires; and
 - 17.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 17.3 For the avoidance of doubt the Contractor shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- 17.4 E20 reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Contractor's Personnel and the staff of its Subcontractors.
- 17.5 Any breach by the Contractor of the provisions of this Clause 17 shall be treated as a material breach incapable of remedy in accordance with Clause 34.1.1.

18. Sub-Contracting and Change of Ownership

- 18.1 The Contractor shall not assign or sub-contract all or any part of the Works without the prior written consent of E20 identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as E20 sees fit.
- 18.2 Where the Contractor sub-contracts all or any part of the Works to any person, the Contractor shall:
- 18.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Contractor under the Contract insofar as they relate to the Works or part of them (as the case may be) which that sub-contractor is required to provide and the Contractor shall guarantee the full and due performance and observance by that sub-contractor of all such obligations and duties;
 - 18.2.2 be responsible for payments to that person;
 - 18.2.3 remain solely responsible and liable to E20 for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Works by any sub-contractor to the same extent as if such breach,

performance, non-performance, part-performance or delay in performance had been carried out by the Contractor;

18.2.4 upon demand by E20, pay to E20 and make good any losses, claims, damages, proceedings and expenses suffered by E20 arising directly out of or by reason of (i) any default of a sub-contractor in respect of the obligations and duties referred to in Clause 18.2.1 above or (ii) any breach, non-performance, part-performance or delay in performance as referred to in Clause 18.2.3 above; and

18.2.5 include a term in each sub-contract requiring payment to be made by the Contractor to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

18.3 The Contractor shall give notice to E20 within 10 Business Days where:

18.3.1 there is any change in the ownership of the Contractor where such change relates to 50% or more of the issued share capital of the Contractor; and

18.3.2 there is any change in the ownership of the Contractor's Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and

18.3.3 (in the case of an unincorporated Contractor) if there is any change in the management personnel of the Contractor, which alone or taken with any other change in management personnel not previously notified to E20, equates to a change in the identity of 50% or more of the management personnel of the Contractor.

Upon the occurrence of any of the events referred to at Clauses 18.3.1 – 18.3.3 above, E20 shall have the right to terminate the Contract forthwith by giving notice in writing.

19. Conflict of Interest

19.1 The Contractor warrants that it does not and will not have at the Contract Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Works and/or E20, save to the extent fully disclosed to and approved by E20.

19.2 The Contractor shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify E20 in writing immediately upon becoming aware of any actual or potential conflict of interest and shall work with E20 to do whatever is necessary (including the separation of staff working on, and data relating to, the Works from the matter in

question) to manage such conflict to E20's satisfaction, provided that, where E20 is not so satisfied, it may terminate the Contract in accordance with Clause 34.1.4.

20. Access to Premises

20.1 Subject to Clause 14.6 any access to any of E20's Premises made available to the Contractor in connection with the proper performance of the Contract shall be free of charge and shall be used by the Contractor solely for the purpose of performing the Works during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Contractor shall be responsible for its own costs or travel including any congestion charging and/or low emission zone charging. The Contractor shall:

20.1.1 have the use of such E20's Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of E20's Premises;

20.1.2 vacate E20's Premises upon the termination or expiry of the Contract or at such earlier date as E20 may determine;

20.1.3 not exercise or purport to exercise any rights in respect of any of E20's Premises in excess of those granted under this Clause 20.1;

20.1.4 ensure that the Contractor's Personnel carry any identity passes issued to them by E20 at all relevant times and comply with E20's or the Stadium Operator's security procedures as may be notified by E20 from time to time; and

20.1.5 not damage E20's Premises or any assets on E20's Premises.

20.2 Nothing in this Clause 20 shall create or be deemed to create the relationship of landlord and tenant in respect of any of E20's Premises between the Contractor and E20, or the Contractor and the Stadium Operator. E20 shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Contractor except as may be specified in Schedule 2 (Specification).

21. Compliance with Policies and Law

21.1 The Contractor, at no additional cost to E20:

21.1.1 undertakes to procure that all the Contractor's Personnel comply with all of E20's policies and standards that are relevant to the performance of the Works, including the provisions set out in Schedule 6(Policies) and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by E20 for personnel

working at E20's Premises or accessing E20's computer systems. E20 shall provide the Contractor with copies of such policies and standards on request. The Contractor shall provide the Works in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Contractor's business and/or E20's business, from time to time in force which are or may become applicable to the Works. The Contractor shall promptly notify E20 if the Contractor is required to make any change to the Works for the purposes of complying with its obligations under this Clause 21.1.1;

21.1.2 without limiting the generality of Clause 21.1.1, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

21.1.3 shall assist and co-operate with E20 where possible with E20's compliance with its duties under the Equality Act 2010 and any guidance, enactment, order, regulation or instrument made pursuant to the Equality Act 2010;

In all cases, the costs of compliance with this Clause 21.1 shall be borne by the Contractor.

21.2 In providing the Works, the Contractor shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Contractor's activities may impact on the environment) to the need to:

21.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

21.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

21.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

21.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

22. Anti-Corruption

22.1 The Contractor shall, and shall procure that its officers, employees, agents and any other persons who perform services for or on behalf of it in connection with the Contract shall:

- 22.1.1 comply with all applicable Anti-Bribery Laws;
 - 22.1.2 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
 - 22.1.3 not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws;
 - 22.1.4 not do or omit to do any act or thing which causes or may cause the Contractor to be in breach of and/or to commit an offence under any Anti-Bribery Laws;
 - 22.1.5 without prejudice to Clause 22.1.4, not do or omit to do any act or thing which causes or may cause the Contractor to be guilty of an offence under section 7 Bribery Act (or would or may do so if the Contractor was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and
 - 22.1.6 provide E20 with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws.
- 22.2 The Contractor shall:
- 22.2.1 promptly report to E20 any request or demand for any financial or other advantage of any kind received in connection with the performance of the Contract by it or by its officers, employees, agents or any other person who performs services for or on behalf of it in connection with the Contract; and
 - 22.2.2 upon request, certify to E20 in writing signed by a director of the Contractor that the Contractor has complied with all of its obligations under this Clause 22. The Contractor shall provide such supporting evidence of compliance as E20 may request.
- 22.3 The Contractor shall immediately give written notice to E20 upon a breach, or suspected breach, of any of its obligations at Clauses 22.1 or 22.2 occurring.
- 22.4 Without prejudice to Clause 22.3 the Contractor shall immediately give written notice to E20 of any financial or other advantage, inducement or reward it has given or intends to give (whether directly or through any third party) to any person (including any employee of E20) in connection with the awarding or continuation in force of the Contract.
- 22.5 The Contractor shall keep, for a minimum of six years and at its normal place of business, detailed, accurate and up to date records and books of account showing all payments made and received and all other

advantages given and received by the Contractor in connection with the Contract and the steps taken by the Contractor to comply with Anti-Bribery Laws. The Contractor shall ensure that those records and books of account are sufficient to enable E20 to verify the Contractor's compliance with this Clause 22.

- 22.6 The Contractor shall permit E20, and any person nominated by it for this purpose, to have such access on demand to the Contractor's premises, personnel, systems, books and records as E20 may require to verify the Contractor's compliance with this Clause 22.
- 22.7 E20 may terminate the Contract immediately by giving written notice to that effect to the Contractor if the Contractor is in breach of any of its obligations under this Clause 22 or if E20 has reasonable cause to believe that such a breach has occurred or may occur.
- 22.8 If E20 terminates the Contract in accordance with Clause 22.7 the Contractor shall not be entitled to claim compensation or any further remuneration from E20, regardless of any activities carried out or agreements with third parties entered into before termination.
- 22.9 E20 shall be entitled, by giving written notice to that effect to the Contractor, to require the Contractor to remove from the performance of the Contract any of the Contractor's officers, employees or agents in respect of whom the Contractor is in breach of any of its obligations under Clauses 22.1 or 22.2 or any of its warranties under Clause 22.3.
- 22.10 The Contractor shall indemnify, keep indemnified and hold harmless E20 in full and on demand from and against all liabilities (including any tax liability), direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which E20 incurs or suffers directly or indirectly in any way whatsoever as a result of any proceedings under section 7 Bribery Act being brought against E20 as a result of the conduct of the Contractor or any of its officers, employees, agents or any other persons who perform services for or on behalf of it in connection with the Contract, where such proceedings do not result in a conviction against E20, including the costs of procuring the Works from a person other than the Contractor (including the costs of interim service provision, the costs of any re-tender and the amount by which any new supplier's prices exceed the Charges payable to the Contractor under the Contract).

23. Equipment

23.1 Risk in:

23.1.1 all Contractor Equipment shall be with the Contractor at all times; and

23.1.2 all other equipment and materials forming part of the Works (title to which will pass to E20) ("**Materials**") shall be with the Contractor at all times until completion of the Works in accordance with the Contract,

regardless of whether or not the Contractor Equipment and Materials are located at E20's Premises.

23.2 The Contractor shall ensure that all Contractor Equipment and all Materials meet all minimum safety standards required from time to time by law.

24. Records, Audit and Inspection

24.1 The Contractor shall, and shall procure that its sub-contractors shall:

24.1.1 maintain a complete and correct set of records pertaining to all activities relating to the calculation of the Rate Card, the performance of the Works and the Contractor's obligations under the Contract and all transactions entered into by the Contractor for the purposes of the Contract (including time-sheets for the Contractor's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

24.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract ("**Retention Period**").

24.2 E20 and any person nominated by E20 has the right to audit any and all Records at any time during the Retention Period on giving to the Contractor what E20 considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Contractor's performance of the Works (including compliance with Clause 21.1) and the Contractor shall give all reasonable assistance to E20 or its nominee in conducting such inspection, including making available documents and staff for interview.

24.3 If E20 conducts an audit pursuant to Clause 24.2 and finds that the Rate Card contains an element of profit or overheads (contrary to Schedule 3), then the Parties shall arrange a meeting to agree how E20 is to be reimbursed for any overpayment as a result. If the Parties cannot reach agreement then the matter shall be referred to the dispute resolution procedure in Clause 33.

25. Set-Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by E20 arising out of or attributable to this Contract or any other contract between E20 and the Contractor may be deducted by E20 from monies due or which may

become due to the Contractor under this Contract or under any other contract with E20 and may recover such amount as a debt.

26. Insurance

26.1 The Contractor will at its sole cost maintain insurance cover in the (in terms approved by E20) in respect of the following to cover the Works (“**the Insurances**”) and will ensure that E20’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause:

26.1.1 motor insurance cover as required by law;

26.1.2 employer’s liability for a minimum of £10,000,000 (ten million pounds) per claim;

26.1.3 public liability to cover injury and loss to third parties for a minimum of £25,000,000 (twenty five million pounds) per claim;

26.1.4 insurance to cover the loss or damage to any item related to the Works;

26.1.5 product liability;

26.1.6 professional indemnity for a minimum of £10,000,000 (ten million pounds) for each and every claim. Any professional indemnity insurance shall be renewed for a period of 6 years (or such other period as E20 may stipulate) following the expiry or termination of the Contract;

26.1.7 contractors all risks insurance for a minimum of £10,000,000 (ten million pounds) and/or property insurance for a minimum of £2,000,000 (two million pounds).

26.2 The Insurances will be maintained with a reputable insurer.

26.3 The Contractor will produce evidence to E20 on reasonable request of the Insurance and payment of all premiums due on each policy.

26.4 The Contractor warrants that nothing has or will be done or be omitted to be done which may result in any of the Insurance being or becoming void, voidable or unenforceable.

26.5 In the event that any of the Insurances are cancelled or not renewed, the Contractor shall immediately notify E20 and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to E20.

27. E20’s Data

- 27.1 The Contractor acknowledges E20's ownership of Intellectual Property Rights which may subsist in E20's data. The Contractor shall not delete or remove any copyright notices contained within or relating to E20's data.
- 27.2 The Contractor and E20 shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of E20's data and to prevent any corruption or loss of E20's data.

28. Intellectual Property Rights

- 28.1 E20 shall, to the extent it is legally able to do so, grant the Contractor during the Term a royalty free, non-exclusive and transferable licence to use Intellectual Property Rights which are owned by or licensed to E20 by third parties (the "**Employer Intellectual Property**") only to the extent necessary to enable the Contractor to perform its obligations under this Contract. Such licences shall not carry the right to grant sub-licences.
- 28.2 The Parties agree that all Intellectual Property Rights in data, databases, reports, records, drawings, specifications, software (excluding any third party software), design, inventions, customisations and adaptations to the Relocatable Seating, documentation (including documentation relating to any design) and/or other material produced by the Contractor, its sub-contractors, suppliers, agents or employees in connection with this Contract shall, as between E20 and Contractor, vest in and be the property or be deemed to vest in and be the property of the Contractor but the Contractor hereby grants E20 a perpetual, royalty free, non-exclusive, sub-licensable and transferable licence to use such Intellectual Property Rights in relation to the Contract and for the subsequent operation, maintenance, manufacture and/or repair of the Relocatable Seating by or for E20 (or any successor in title of the Relocatable Seating) ("**Contractor's Intellectual Property**") provided that the Contractor shall not be liable for any use of such Intellectual Property Rights other than for which the purpose of the licence has been granted to E20.
- 28.3 The Contractor shall:
- 28.3.1 ensure that Intellectual Property Rights owned or developed by third parties and utilised by the Contractor in connection with the performance of Contractor's obligations under this Contract are licensed to the Contractor on reasonable terms for the purposes of the operation and maintenance of the Relocatable Seating; and
- 28.3.2 to ensure that no Intellectual Property Rights of a third party are otherwise used in the performance of the Contractor's obligations under this Contract without the prior written approval of E20.

- 28.4 The Contractor shall indemnify and defend E20 in respect of all loss, damage and expense arising out of the use by E20 of any Contractor's Intellectual Property in accordance with its terms, which infringes the rights of any third party.

29. Protection of Personal Data

- 29.1 In relation to all Personal Data, the Contractor shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Works.

- 29.2 The Contractor and any permitted sub-contractor shall only undertake processing of Personal Data reasonably required in connection with the Works and shall not transfer any Personal Data to any country or territory outside the European Economic Area.

- 29.3 The Contractor shall not disclose Personal Data to any third parties other than:

29.3.1 to employees and permitted sub-contractors to whom such disclosure is strictly necessary in order for the Contractor to carry out the Works; or

29.3.2 to the extent required under a court order,

provided that disclosure under Clause 29.3.1 is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 29 and that the Contractor shall give notice in writing to E20 of any disclosure of Personal Data it or a sub-contractor is required to make under Clause 29.3.2 immediately it is aware of such a requirement.

- 29.4 The Contractor shall bring into effect and maintain all reasonable technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability of staff having access to the Personal Data.

- 29.5 E20 may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Contractor and the sub-contractors referred to in this Clause 29. Within twenty (20) Business Days of such a request, the Contractor shall supply written particulars of all such measures detailed to a reasonable level such that E20 can determine whether or not, in connection with the Personal Data, it is compliant with the DPA.

- 29.6 On or before the end of the Term, the Contractor shall ensure that all documents or computer records in its possession, custody or control,

which contain Personal Data in connection with this Contract, including any documents in the possession, custody or control of a sub-contractor, are delivered up to E20.

30. Confidentiality, Announcements and Transparency

30.1 Subject to Clause 30.6 and Clause 32, the Contractor will keep confidential:

30.1.1 the terms of the Contract; and

30.1.2 any and all Confidential Information that it may acquire in relation to E20.

30.2 The Contractor will not use E20's Confidential Information for any purpose other than to perform its obligations under this Contract. The Contractor will ensure that its officers and employees comply with the provisions of Clause 30.1.

30.3 The obligations on the Contractor set out in Clause 30.1 will not apply to any Confidential Information:

30.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 30); or

30.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.

30.4 The Contractor shall keep secure all materials containing any information in relation to the Contract and its performance.

30.5 The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Works to E20 or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by E20. E20 shall have the right to approve any announcement before it is made.

30.6 The Contractor acknowledges that E20 is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 30.1 and Clause 32, the Contractor hereby gives its consent for E20 to publish the Contract Information to the general public.

30.7 E20 may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion E20 may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 32.1 below). E20 may in its absolute discretion consult with the Contractor regarding any redactions to the

Contract Information to be published pursuant to Clause 32. E20 shall make the final decision regarding publication and/or redaction of the Contract Information.

- 30.8 The provisions of this Clause 30 will survive any termination of this Contract for a period of 6 years from termination.

31. No Marketing Rights

- 31.1 In relation to the provision of the Works, the Contractor shall not undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of the Contractor with the Olympic Movement and its goods, services and activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate).

32. Freedom of Information

- 32.1 The Contractor acknowledges that E20 is subject to the requirements of FOI Legislation. Accordingly from time to time E20 may be required to disclose information relating to the Contractor and/or this Contract.

- 32.2 Where a Request for Information has been received by E20, then it shall:

32.2.1 consider the applicability of exemptions under the FOI Legislation or any other applicable legislation;

32.2.2 before responding to such a request (which, for the avoidance of doubt, includes confirming or denying that the information is held by E20 or on E20's behalf) and/or disclosing information about or relating to the Contractor, the Works and/or this Contract notify the Contractor of this request and stipulate the time period during which the Contractor needs to respond in order assist E20 to determine whether any exemptions under FOI Legislation apply (including where necessary why the public interest in maintaining the exemption is not outweighed by the public interest in disclosure and an estimate of any expenditure that the Contractor is likely to incur in complying with the request);

32.2.3 in determining whether any exemptions apply and/or whether to confirm or deny and/or disclose any information pursuant to this Clause 32.2, take into account any reasonable representations made to it by the Contractor;

32.2.4 where it requires the Contractor to confirm whether such information is held by the Contractor on its behalf and, if necessary, to provide any such information, stipulate the time period in which it requires the Contractor to make such confirmation and/or provide such information; and

32.2.5 where it determines to disclose the information then it shall notify the Contractor of such decision as soon as reasonably practicable and in any event no later than two (2) Business Days prior to disclosure.

32.3 The Contractor shall facilitate E20 in complying with its obligations under the FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held by the Contractor on behalf of E20 indicating whether such information is held by them and if necessary to provide that information to E20, within the timescale stipulated by E20 in Clauses 32.2.2 and/or 32.2.4.

33. Dispute Resolution

33.1 E20 and the Contractor shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.

33.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Contractor within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

33.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.

33.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

33.5 Where a dispute is referred to mediation under Clause 33.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

33.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

33.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 50.

- 33.8 For the avoidance of doubt, the Contractor shall continue to provide the Works in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 33.
- 33.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 33 and this Clause 33 shall not apply in respect of any circumstances where such remedies are sought.
- 33.10 Notwithstanding any provision in the Contract for a dispute to be referred to mediation in accordance with this Clause 33 or to the courts of England in accordance with Clause 50 (Governing Law), either party shall have the right to refer any dispute or difference as to a matter under or in connection with the Contract to adjudication and either party may, at any time, issue a notice (a '**Notice of Adjudication**') to the other stating his intention to do so. The ensuing adjudication shall be conducted in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 SI 1998/649 excluding Part 2 (Payment) shall apply with the amendments set out in this Clause 33. For the purpose of the scheme the Law Society shall be the nominating body of the adjudicator.
- 33.11 The adjudicator shall reach his decision within twenty-eight days of referral or such other longer period as may be agreed between the parties after the dispute has been referred. The adjudicator shall give reasons for his decision.
- 33.12 The adjudicator may extend the period of twenty-eight days by up to fourteen days with the consent of the party by whom the dispute was referred.
- 33.13 The adjudicator shall act impartially.
- 33.14 The adjudicator may take the initiative in ascertaining the facts and the law.
- 33.15 The decision of the adjudicator shall be binding until the dispute is finally determined by legal proceedings or by agreement.
- 33.16 The adjudicator may correct his decision so as to remove a clerical or typographical error arising by accident or omission.
- 33.17 The adjudicator may include in his decision a direction as to the allocation of his fees and expenses as between the Parties.

34. Breach and Termination of Contract

- 34.1 Without prejudice to E20's right to terminate at common law, E20 may terminate the Contract immediately upon giving notice to the Contractor if:

- 34.1.1 except as provided in and without prejudice to Clause 34.1.3, the Contractor has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by E20) from the date of written notice to the Contractor giving details of the breach and requiring it to be remedied;
 - 34.1.2 the Contractor is Insolvent;
 - 34.1.3 in the event that there is a change of ownership referred to in Clause 18.3 or the Contractor is in breach of Clause 18.3;
 - 34.1.4 E20 is not satisfied on the issue of any conflict of interest in accordance with Clause 19;
 - 34.1.5 the Contractor commits any offence under the Bribery Act 2010 pursuant to Clause 22;
 - 34.1.6 the Contractor repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
 - 34.1.7 the Contractor is (in the reasonable opinion of E20) negligent and/or incompetent in the performance of the Works;
 - 34.1.8 if the Contractor, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983, E20 shall be entitled to terminate this Contract by notice to the Contractor or the Contractor's representative with immediate effect.
- 34.2 For the purposes of this Contract a failure by the Contractor to Complete a Transition by the applicable Operational Mode Change Date shall be deemed to be a material breach of this Contract which is incapable of remedy and shall entitle E20 to terminate the Contract in accordance with Clause 34.1.1.
- 34.3 Without prejudice to any of E20's other rights, powers or remedies (whether under the Contract or otherwise) if the Contractor is in breach of any of its warranties and/or obligations under Clause 11 and/or any of its other obligations in respect of the Works under the Contract, the Contractor shall, if required to do so by E20, promptly remedy and/or re-perform the Works or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 34.3 shall prevent E20 from procuring the provision of any Works or any remedial action in respect of any Works from an alternative contractor and, where E20 so procures any Works or any remedial action, E20 shall be entitled to recover from the Contractor all additional cost, loss and expense incurred by E20 (over and above the

cost and expense which would have been incurred by E20 if the Contractor had not been in breach of any of its warranties and/or obligations under the Contract (“**Additional Amount**”) and attributable to E20 procuring such Works or remedial action from such alternative contractor, provided that, where such Works or remedial action relate to a Transition in respect of which the Operational Mode Change Date has not been achieved or are required to remedy or re-perform any Works which the Contractor should remedy or re-perform at its own cost, then E20 shall be entitled to recover all of its cost, loss and expense incurred in procuring such Works or remedial action from an alternative contractor (and not just the Additional Amount).

- 34.4 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party’s performance of its obligations under the Contract (“**the Affected Party**”), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event (“**Innocent Party**”) may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 34.4 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 34.5 Without prejudice to E20’s right to terminate the Contract under Clause 34.1 or to terminate at common law, E20 may terminate the Contract at any time without cause subject to giving the Contractor two (2) weeks’ written notice. If E20 exercises its right to terminate the Contract in accordance with this Clause 34.5, the Contractor shall be entitled to payment of the Charges up to the date of termination, plus the Contractor’s reasonable and properly evidenced de-mobilisation costs, in accordance with Schedule 3, but shall not otherwise be entitled to any other payment or compensation whether to reflect any future loss of profit or otherwise.
- 34.6 Without prejudice to E20’s right to terminate the Contract under Clauses 34.1, 34.4 or at common law, E20 may terminate the Contract at any time following a Declaration of Ineffectiveness or Public Procurement Termination Event in accordance with the provisions of Clause 37.
- 34.7 To the extent that E20 has a right to terminate the Contract under this Clause 34 then, as an alternative to termination, E20 may by giving notice to the Contractor require the Contractor to provide part only of the Works with effect from the date specified in E20’s notice (“**Change Date**”) whereupon the provision of the remainder of the Works will cease and the definition of “the Works” shall be construed accordingly.

The Charges applicable with effect from the Change Date will be adjusted proportionately or if in E20's opinion a proportionate adjustment would not be reasonable in such manner as E20 may determine.

35. Consequences of Termination or Expiry

- 35.1 Notwithstanding the provisions of Clauses 30 and 32, wherever E20 chooses to put out to tender for a replacement service provider to provide some or all of the Works, the Contractor shall disclose to tenderers such information concerning the Works as E20 may require for the purposes of such tender. The Contractor may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 35.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 35.3 Upon expiry or termination of the Contract (howsoever caused) the Contractor shall, at no further cost to E20:
- 35.3.1 take all such steps as shall be necessary to agree with E20 a plan for the orderly handover of Works to E20 (or its nominee), such that the Works can be carried on with the minimum of interruption and inconvenience to E20 and to effect such handover; and
- 35.3.2 on receipt of E20's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 35.4 E20 shall (subject to Clauses 25 (Set-Off), 34.1 and 34.4 and the provisions of any security for due performance supplied by the Contractor) pay the Contractor any Charges remaining due in relation to any Works properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 3 (Charges) or otherwise reasonably determined by E20.
- 35.5 In the event of termination of the Contract by either Party, or expiry of the Contract the Contractor shall return all Seating Components in the Stadium Compound to the location designated by E20 in a save manner and in a good working condition.
- 35.6 On termination of the Contract under Clause 34.1 or a cessation of any Works under Clause 34.7 (but in the case of the latter only insofar as the right to cease any Works arises as a result of a right for E20 to terminate under Clause 34.1), E20 may enter into any agreement with any third party or parties as E20 thinks fit to provide any or all of the

Works and the Contractor shall be liable for all additional expenditure reasonably incurred by E20 in having such services carried out and all other costs and damages reasonably incurred by E20 in consequence of such termination. E20 may deduct such costs from the Charges or otherwise recover such costs from the Contractor as a debt.

36. Transition Completion

36.1 If E20 reasonably believes that it needs to take action in order to Complete a Transition:

36.1.1 because there is a risk that the Contractor may not meet a Operational Mode Change Date due to a failure to comply with its obligations under the Contract;

36.1.2 because the Contractor has committed a material or persistent breach of any of its obligations under the Contract;

36.1.3 the Contractor is Insolvent; and/or

36.1.4 there is a Force Majeure Event which affects the Contractor;

then the following provisions of this Clause 36 shall apply.

36.2 If, in accordance with Clause 36.1, E20 reasonably believes that it needs to take action in order to Complete a Transition, then E20 shall provide notice to the Contractor in writing of following:

36.2.1 the action it wishes to take; and

36.2.2 to the extent practicable, the effect on the Contractor and its obligations to provide the Works during the period such action is being taken.

36.3 Following service of the notice required in Clause 36.2, E20 or a third party appointed by E20 for the purpose shall take such action as E20 reasonably believes is necessary to Complete the Transition (the “**Required Action**”) and the Contractor shall give all reasonable assistance to E20 or such third party while it is taking such Required Action.

36.4 Where Required Action is needed pursuant to Clauses 36.1.1, 36.1.2 or 36.1.3, the Contractor shall indemnify E20 for all reasonable incremental costs, liability and expenses incurred by E20 (which are additional to the costs, liability and expenses which E20 would have incurred under the Contract if no Required Action was deemed necessary (“**Additional Sums**”)) in relation to the Required Action, including any amounts paid or payable by E20 to the third parties it engages in relation to the Required Action, provided that if Required Action is deemed necessary and the relevant Transition is not achieved by the Operational Mode Change Date, then the Contractor shall indemnify E20 for all reasonable costs, liability and expenses

incurred by E20 in relation to the Required Action, not just the Additional Sums, including any amounts paid or payable by E20 to the third parties it engages in relation to the Required Action.

- 36.5 E20's exercise of its right to take the Required Action shall not prejudice the Contractor's obligation to satisfactorily and expeditiously resolve any breach or performance failure.

37. Declaration of Ineffectiveness and Public Procurement Termination Event

- 37.1 In the event that a court makes a Declaration of Ineffectiveness, E20 shall promptly notify the Contractor. The Parties agree that the provisions of Clause 35 and this Clause 37 shall apply as from the date of receipt by the Contractor of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 35 and this Clause 37 or the Cessation Plan, the provisions of this Clause 37 and the Cessation Plan shall prevail.

- 37.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

- 37.3 Without prejudice to E20's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, E20 shall promptly notify the Contractor and the Parties agree that the provisions of Clause 35 and these Clauses 37.3 to 37.7 (inclusive) shall apply as from the date of receipt by the Contractor of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 35 and these Clauses 37.3 to 37.7 or the Cessation Plan, the provisions of these Clauses 37.3 to 37.7 and the Cessation Plan shall prevail.

- 37.4 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.

- 37.5 As from the date of receipt by the Contractor of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, E20 shall reasonably determine an appropriate Cessation Plan with the object of achieving:

37.5.1 an orderly and efficient cessation of the Works or (at E20's request) a transition of the Works to E20 or such other entity as E20 may specify; and

37.5.2 minimal disruption or inconvenience to E20

in accordance with the provisions of this Clause 37 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.

- 37.6 Upon agreement, or determination by E20, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 37.7 E20 shall pay the Contractor's reasonable costs in assisting E20 in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by E20. Provided that E20 shall not be liable to the Contractor for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 37.

38. Liability

- 38.1 Nothing in this Contract excludes or limits either Party's liability for:
- 38.1.1 death or personal injury caused by its negligence;
 - 38.1.2 fraud or fraudulent misrepresentation;
 - 38.1.3 wilful abandonment of its obligations under this Contract; or
 - 38.1.4 any liability which cannot legally be excluded or limited.
- 38.2 Subject to Clause 38.1 neither Party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract for any indirect, special or consequential loss or damage, howsoever arising.
- 38.3 Subject to Clauses 38.1, 38.2 and 38.4, the Contractor's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract shall not exceed [REDACTED] under this Contract in respect of all other liability.
- 38.4 The limitation of liability referred to in Clause 38.3 shall not apply to any amount which the Contractor is entitled to recover from the insurance policies listed in Clause 26.1 nor shall any such amount count towards that limitation of liability.
- 38.5 Subject to Clauses 38.1 and 38.2 E20's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract shall not exceed [REDACTED].

39. Survival

- 39.1 The provisions of Clauses 1, 3.1.3, 8, 9, 11.1.3, 14.1, 18.2.2, 18.2.3, 20.1.1, 20.1.2, 20.1.5, 20.2, 23, 24-33 (inclusive), 35, 39-41 (inclusive), 43-50 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

40. Rights of Third Parties

- 40.1 Save in respect of Clause 31, the terms of which may be enforced by any member of the Olympic Movement, no term of the Contract is intended to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party.

41. Contract Variation

- 41.1 Save where E20 may require an amendment to the Works under Clause 34.7 or otherwise, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as E20 may dictate and which may be substantially in the form set out in Schedule 5 (Form of Variation) and shall not be binding upon the Parties unless completed in accordance with such form of variation.

42. Novation

- 42.1 E20 may novate or otherwise transfer the Contract (in whole or in part).
- 42.2 Within 10 Business Days of a written request from E20, the Contractor shall at its expense execute such agreement as E20 may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by E20.
- 42.3 If E20 requests that its rights and obligations under this Contract are novated to the Stadium Operator then within 10 Business Days of a written request from E20, the Contractor shall at its expense execute a deed of novation in the form set out in Schedule 8 (Deed of Novation) to give effect to such novation.
- 42.4 Subject to Clause 18, the Contract is personal to the Contractor who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of E20.

43. Non-Waiver of Rights

- 43.1 No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 45. The single or

partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

44. Illegality and Severability

- 44.1 Subject to Clause 37, if any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in E20's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, E20 and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

45. Notices

- 45.1 Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 (Key Contract Provisions) or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

45.1.1 if delivered by hand, at the time of delivery;

45.1.2 if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

45.1.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

46. Entire Agreement

- 46.1 Subject to Clause 46.2:

46.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Works. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

46.1.2 without prejudice to the Contractor's obligations under the Contract, the Contractor is responsible for and shall make no claim against E20 in respect of any misunderstanding affecting the basis of the Contractor's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

46.2 Nothing in this Clause 46 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

47. Counterparts

47.1 This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

48. Relationship of the Parties

48.1 Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

49. Further Assurance

49.1 Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

50. Governing Law

50.1 The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort from breach of statute, regulation or otherwise) shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 33, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that E20 has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Contractor is incorporated or in which any assets of the Contractor may be situated. The Parties agree irrevocably to submit to that jurisdiction.

SCHEDULE 1 - KEY CONTRACT INFORMATION**1. Contract Reference Number: 0077**

Address where invoices shall be sent: E20 Stadium LLP
Accounts Payable
Level 10, 1 Stratford Place
Montfichet Road
London. E20 1EJ]

Electronic format required (if any) for submission of orders by E20 and of invoices by the Contractor:

2. Details of E20's Contract Manager

Name: [REDACTED]
Address: See under 1 above.
Tel: 020 3288 1800
Email: [REDACTED]@e20stadium.com

3. Contractor's Key Personnel:

Name	Contact Details	Position	Key Personnel Compensation Amount
[REDACTED]		Project Manager	[REDACTED]
[REDACTED]		Site / Operations Manager	[REDACTED]
[REDACTED]		Lifting Operations Manager	[REDACTED]
[REDACTED]		Quality Manager	[REDACTED]
[REDACTED]		Contractor Equipment Coordinators	[REDACTED]
[REDACTED]		Planner / Scheduler	[REDACTED]
[REDACTED]		Safety Manager	[REDACTED]
[REDACTED]		Logistics Manager	[REDACTED]

4. Address for service of notices and other documents in accordance with Clause 45:

For E20: *registered address as above*

For the Contractor: 54 Oxford Road, Denham, Uxbridge, Middlesex.
UB9 4DN

SCHEDULE 2 - SPECIFICATION

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SCHEDULE 3 – CHARGES

[17-028 - this page is empty in the contract - schedule 3 is at the end]

SCHEDULE 4 – QUOTED WORKS PROCESS

1 QUOTED WORKS REQUEST

- 1.1 E20 may from time to time submit a request for Quoted Works (a "**Quoted Works Request**"). The Quoted Works Request shall set out the specification for the Quoted Works required, the timescales and any other relevant information.
- 1.2 The Contractor shall review the Quoted Works Request and either submit a fixed cost quotation for providing the Quoted Works to the specification, or state that such Quoted Works will be chargeable based on a calculation of the Contractor's "Allowable Costs" (as calculated in accordance with Schedule 3).
- 1.3 Where the Contractor provides a fixed cost quotation:
- (a) the Contractor's labour and plant costs shall be based upon the Rate Card; and
 - (b) any other costs or materials shall be based on actual cost, plus the Direct Fee Percentage, as such term is defined in Schedule 3.
- 1.4 The Contractor shall provide a response (and a quotation where applicable) within seven (7) days of a Quoted Works Request from E20.

2 REQUIREMENTS

- 2.1 Each quotation issued by the Contractor shall contain at least the following information:
- (a) description of the Quoted Works Request;
 - (b) the reference number and date;
 - (c) where applicable, a breakdown of the costs including the labour, plant and materials;
 - (d) the earliest available start date for performance of the Quoted Works; and
 - (e) the anticipated duration of the Quoted Works.

3 APPROVAL, CONFIRMATION AND DELAY

- 3.1 The Contract Manager will then approve or decline the request for Quoted Works. The Contractor shall not commence the Quoted Works until such time as the Contract Manager has approved the quotation or confirmed that the Quoted Works can be carried out on based on a calculation of the Contractor's Allowable Costs in accordance with Schedule 3.

- 3.2 On receipt of confirmation that the Contract Manager has approved the Quoted Works Request, the Contractor will perform the Quoted Works in accordance with the Quoted Works Request.
- 3.3 If in E20's reasonable opinion the start or completion of Quoted Works is, or appears likely to be, delayed beyond the start date or duration (as applicable) specified by the Contractor in its quotation or response, E20 shall be entitled to cancel the Quoted Works, subject to E20 paying the Contractor a reasonable sum for the Quoted Works carried out by the date of cancellation of the Quoted Works.

SCHEDULE 5 - FORM FOR VARIATIONContract Parties: [*to be inserted*]Contract Number: [*to be inserted*]Variation Number: [*to be inserted*]E20 Contact Telephone [*to be inserted*]Fax [*to be inserted*]Date: [*to be inserted*]**AUTHORITY FOR VARIATION TO CONTRACT (AVC)**

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Works and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Contractor and returned to the Contract Manager as an acceptance by the Contractor of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO E20	
EXTRA COST E20	
TOTAL	

.....
 For E20 (signed)

.....
 (print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

SCHEDULE 6 - POLICIES

This Schedule 6 sets out the E20 policies which are applicable to the provision of the Works and the Contractor's obligations under this Contract.

In accordance with Clause 21 (Compliance with Policies and Law), the Contractor shall comply with provisions set out in policies below, unless and to the extent that such provisions are contrary to the Contractor's obligations under this Contract.

1. Anti-Fraud, Bribery and Corruption Policy (June 2012)
2. Bullying and Harassment Policy (1 November 2010)
3. Code of Conduct Policy (1 July 2010)
4. Conflicts of Interest Policy (June 2013)
5. Disciplinary Policy
6. Drugs and Alcohol Policy (1 July 2014)
7. Equality and Inclusion Policy (1 November 2010)
8. Gifts and Hospitality
9. Health and Safety Policy (June 2013)
10. Information and Compliance Policy (7 August 2013)
11. Information Management Policy (7 August 2014)
12. Supply Chain Conflicts of Interest Policy (25 March 2013)
13. Travel and Expenses Policy (April 2012)
14. Whistle Blowing Policy (June 2012)

Copies of the E20 policies listed in 1 to 14 above can be obtained from E20 upon request.

SCHEDULE 7 – GUARANTEE

[17-028 - this page is empty in the contract]

SCHEDULE 8 – DEED OF NOVATION

[17-028 - this page is empty in the contract]

SCHEDULE 9 – DIRECT AGREEMENT AND COLLATERAL WARRANTY

PART I – DIRECT AGREEMENT

PART II – COLLATERAL WARRANTY

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

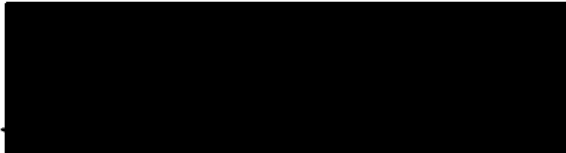
Signed by)
for and on behalf of)
E20 Stadium LLP acting by its members)
Newham Legacy Investments Limited)
and London Legacy Development Corporation)



Director of Newham Legacy Investments Limited

Print Name:

Date: 1/2/17

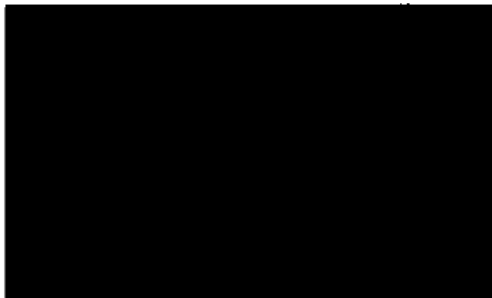


Authorised signatory of London Legacy Development Corporation

Print Name:

Date: 1/2/17

Signed by
for and on behalf of
the Contractor



Signature:

Print name and position:

Date 1/2/17

PHO MORRIS ACCESS
ISUO LEAD

PROTECT – Commercial

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Level 10
One Stratford Place
Montfichet Road
London E20 1EJ

www.londonlegacy.co.uk

E20 LLP

Relocatable Stadium Seating

SCHEDULE 2 - SPECIFICATION

Glossary

Alternative Transitions	Has the meaning set out in section 2.1 of this specification
Athletics Operational Mode	The configuration of the Relocatable Seating that enables the Stadium to host Athletics Events on the Field of Play.
Athletics Track	The track competition area in the Lower Bowl.
Bridge Assemblies	An element of the Relocatable Seating that is required in order to operate the Relocatable Seating in Pitch Operational Mode.
Concert Operational Mode	The configuration of the Relocatable Seating that enables the Stadium to host a concert with spectator access to the Field of Play to extend the capacity up to 80,000 spectators for any one event.
CLOCS	Construction Logistics and Cycle Safety Scheme
Construction Phase Health and Safety Plan	The document setting out the Principal Contractor's plan to manage the health and safety for the Works in accordance with CDM Regulations.
DAP	Disabled Access Platform providing step free access for wheelchair users and companions to the lower bowl to comply with E20 inclusive design requirements and Town Planning Consent.
Enhanced Maintenance Works	has the meaning set out at section 2.10 of the Specification.
Event	A planned live spectator attended sporting or artistic performance fixture at the Stadium.
E20 Premises	As defined in Section 1 of the Specification.
Field of Play	The entire surface area to the Lower Bowl level including the Mondo (Athletics Track) surfaced areas to competition, non-competition, tunnels and the hybrid grass infield area.
Games	The London 2012 Olympic and Paralympic Games.
Licence	The licence provided by the Local Authority to allow public spectators occupy the Lower Tier Seating for an Event in the respective modes.
Lower Bowl	The area within the stadium bowl at level +6.500 m AOD comprising of the Field of Play, Lower Tier Seating and Mid-Tier Seatingstands.
Lower Tier Seating	Seating terrace in the Lower Bowl north, south, east and west from rows 1 to 24 including DAP' and the East Mid-Tier Seating (to row 37) when configured in Pitch Operational Mode.

Mid-Tier Seating	Additional demountable seating at the east stand positioned between the lower tier and upper tier of the Stadium in Pitch Operational Mode and removed and stored off site in Athletics Operational Mode.
Normal Working Hours	08.00 to 18.00 Monday to Friday.
O&M Manuals	the operation and maintenance manuals set out in Appendix A to this Schedule 2.
Out of Hours	Time outside Normal Working Hours.
Operational Mode	A period of time other than the Transition Period. During the Operational Mode, the Relocatable Seating will be configured in Athletics Operational Mode, Pitch Operational Mode, Concert Operational Mode or other specified hybrid mode.
Others	Other parties associated with the Stadium.
Olympic Stadium	The Olympic Stadium (also known as the 'Stadium') situated on the Queen Elizabeth Olympic Park.
Performance Requirement	As set out in the Performance Specification in Appendix B.
Pitch Operational Mode	The configuration of the Relocatable Seating that enables the Stadium to host an Event on the Field of Play.
Planned Maintenance Works	The ongoing planned preventative maintenance works required to enable the Relocatable Seating to retain its Operational Mode Performance Requirement.
PPM	Planned Preventative Maintenance as set out in section 2.6 of the Specification.
Pre Transition Period	As set out in Section 2.2 of this Schedule 2
Principal Contractor	The Contractor, who is the Principal Contractor appointed by E20 to undertake and discharge the statutory duties for the Works under the CDM Regulations.
Project Phase Health and Safety Plan	Pre project plan to be submitted and approved by E20 in accordance with the CDM 2015 Regulations
Reactive Maintenance Works	The ongoing reactive maintenance works required to enable the Relocatable Seating to retain its Operational Mode Performance Requirement.
Relocatable Seating	The North, South, East and West sections of the seating configuration system, which the Contractor is required to Transition.

Seating Components	All components required to construct, complete and Licence the Lower Tier Seating in all Operational Modes.
Site	Stadium Compound, plus the Stadium Worksite.
Stadium Operating Hours	Any hour that the Stadium is being used in Operational Mode.
Stadium Worksite	The area within the Stadium as detailed in Appendix C.
Summer Events	Events hosted outside the football season including baseball or cricket that require a specially designed hybrid lower bowl seating solution with stands partially transitioned with bespoke demountable structures.
T-Process	The activities and actions as defined in Appendix L to be undertaken during the Pre-Transition Period.
Transition Period	The period of time after the Pre-Transition Period and before the Operational Mode Change Date, when the reconfiguring of the Relocatable Seating takes place.
Worksite	The Contractor's area of work

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APPENDICES 53

1 General Description of the Works

1.1 Queen Elizabeth Olympic Park

The Queen Elizabeth Olympic Park is located adjacent to the towns of Hackney and Stratford in the east of London, and bounded:

- to the North by Hackney Marshes;
- to the East by Stratford and the A112;
- to the South by Bow Road, the A12 and Stratford High Street, and;
- to the West by the A12.

A sketch showing the location of the Queen Elizabeth Olympic Park is included as Appendix C of the Specification.

1.2 E20's Premises and the Stadium

E20's Premises are located in the south of the Queen Elizabeth Olympic Park and are bounded on two sides by the River Lea to the west and City Mill River to the east. The Greenway footpath, Loop Road and cycleway runs along the southern perimeter of E20's Premises.

The Stadium is located within E20's Premises, and use of the term E20's Premises is to be taken to include the Stadium.

1.3 Use of E20's Premises and the Stadium

The Contractor will only access E20's Premises for the purposes of providing the Works.

The Contractor will comply with the rules set out by E20, the CDM Regulations and by Others when working on E20's Premises.

The Contractor will have use of the Stadium Compound from the Contract Commencement Date until 1st December 2017. After this time, and until Completion, the Contractor shall in accordance with clauses 16.14 to 16.16 of the conditions of Contract, source separate suitable storage facilities that will enable him to undertake the Works in accordance with the requirements of the Contract.

1.4 Statutory Undertakers

The Contractor will comply with all of the requirements of any statutory undertaker(s) and any protective measures agreed with the relevant statutory undertaker(s) prior to the commencement of any activities.

1.5 Existing and Adjacent Buildings, Structures and Plant

The Contractor will comply with the asset protection requirements for any existing and adjacent buildings, structures and plant at all times when delivering the Works.

1.6 General Relocatable Seating Transition Requirements

The Olympic Stadium has undergone significant transformation works to convert it to its permanent configuration. It is a multi-use venue, and from Summer / Autumn 2016 has served as the home for its primary tenants West Ham United Football Club and UK Athletics. It is expected to host a series of other major events such as concerts and potentially US sports

including Major League Baseball, whilst also hosting community events for Newham residents. Within the Olympic Stadium, the Lower Tier Seating configuration can be altered between either Pitch Operational Mode or Athletics Operational Mode to facilitate enhanced spectator views and experience for either football matches or athletics Events. The Lower Bowl can also be configured for Concert Operational Mode and has the ability to be transitioned to other configurations as instructed by the Contract Manager to support Summer Events.

The Works to be undertaken by the Contractor shall be to operate and maintain the Relocatable Seating in accordance with the O&M Manuals include the following:

a. Preliminary Items

- Duties as Principal Contractor for the Works under the CDM 2015 Regulations;
- Project management;
- Site management and supervision;
- Provision and maintenance of temporary welfare and site accommodation for the Contractor's construction operatives and those of E20;
- Insurance;
- Taking over and securing the Stadium Compound;
- Maintaining the Stadium Compound;
- Handing back the Stadium Compound at Pudding Mill Lane to E20;
- Safety, environmental and quality management in line with E20 requirements, standards and policies set out in Appendix H;
- Undertake all Works in accordance with CDM Regulations;
- Project planning, risk management and reporting;
- Logistics planning;
- Management of Site access;
- Protection of the seating components;
- Random drug and alcohol testing;
- Full CLOCS compliance of heavy good vehicles (above 7.5 tonnes) delivering items to the Site ;
- Liaising and coordination the activities with the Stadium Operator and Others;
- Undertaking responsibilities as set out in the logistics responsibility matrix located within the logistics strategy document (Appendix E);
- Obtaining and complying with all necessary consents, approvals, licences and/or certificates, as required by the Contract;
- Fully coordinating the Works with the Stadium Operator and Others, providing them with access and egress to the Site as required, and;
- Providing attendances for Others within the Site.

b. Design

- Contractor Equipment design;
- Works design;
- Design of all or any bespoke lifting accessories and lifting equipment, and;
- Permanent system design modifications to the Relocatable Seating as instructed by E20, including undertaking the role of Principal Designer in accordance with the CDM Regulations.

c. Evaluation

- Audit and evaluation of the Relocatable Seating component itinerary;
- Validation of O&M Manual processes;
- Procure missing and / or defective components as instructed by E20;
- Dilapidation survey of the Stadium, Lower Bowl, Stadium Compound and components, and;
- Checking and evaluating setting out information.

d. Training

- Provision of a training and resourcing plan;
- Actively engage and support E20 Continuous Process Improvement plan;
- Behavioural safety;
- Agree activity production benchmarks (durations, resources, component bundling, logistics, quality), and;
- Train an experienced and competent team to undertake successful and safe delivery of the Transition works.

e. Transition

- Plan the Transitions, comply with and deliver to the T-Process milestone deliverables;
- Produce a day by day detailed plan for the Transition Period;
- Components check off and bundled as required;
- Attend a daily Transition surgery with E20 reporting on planned versus actual progress and resource levels, issues, risks, recovery plans and mitigations, and;
- Transition the Relocatable Seating in accordance with the O&M Manuals, including:
 - Provide all necessary trained labour and plant, including cranes, haulage equipment and access plant;
 - Remove and reinstate independent lower bowl seating void treatment fabric and structure, and store appropriately;
 - Provide all Contractor Equipment;
 - Coordinate the Works for the Athletics Track protection with the Stadium Operator;
 - Install protection and suitable surface to underside of stands in order to operate the airskates system and protect the mondo track, between Operational Modes. Refer to NO-0016 Mondo specification in Appendix A for details of Mondo track;
 - Refer to NO-0020 ATK-S-O-AT-XX-STA-PL-B1-2000_iss1_revD00 and NO-0020 MS-BH-3AX-LL-GP-SZ-2-0029_iss1_revZ00 for information on loadings in the mondo areas;
 - Provide required bespoke lifting accessories;
 - Provide temporary void treatment (vertical netting or similar material if instructed, to the rear and sides of the stands and bridges);
 - Protect any elements of the existing Stadium structure including the Lower Bowl Seating at risk of damage while undertaking the Works;
 - Protect Seating Components during the Works;
 - Maintain earth bonding to the structure and test (validate);
 - Seat numbering where required;
 - Provide consumable items required for each Transition Period;

- Inspect to ensure compliance of Relocatable Seating prior to Operational Mode Change Date;
 - Achieve engineering and statutory sign off, including the acceptance of E20;
 - Clean the Relocatable Seating fit for spectator use;
 - Ensure the interface with the existing Stadium podium is free of gaps and safe for spectators, and;
 - Maintain and reinstate block and row wayfinding attached to the seating system.
- f. Maintenance
- Planned Preventative Maintenance;
 - Reactive Maintenance Works (non-Event days);
 - Enhanced Reactive Maintenance Works during Events;
 - Updating documentation including maintenance logs, O & M Manuals and record drawings, and;
 - Operator training.
- g. Process Enhancement
- Engage with and support E20's Continuous Process Improvement;
 - Produce a report incorporating process improvement recommendations agreed with E20 during the Transition Period;
 - Produce a post-Transition Period report with recommendations for process and engineering enhancements to improve transition efficiency, and;
 - Update documentation incorporating all and any changes to the operation, maintenance and design of the Relocatable Seating.

In order to meet E20's aspirations to reduce the Transition Period to 7 days, the Contractor is encouraged to submit proposals for E20's acceptance that put forward engineering solutions that result in reduced Transition Periods. Such proposals shall include:

- a business case for investments demonstrating the operational value of the capital investment, and;
- detailed methodology that demonstrates any potential reduction in Transition Period times.

If accepted, any new proposals would be instructed through a variation to the Works.

- h. Coordination
- Fully coordinating the Contractor's Works with the works of the Stadium Operator and Others, providing them with access and egress to the Site as required;
 - When the Contractor is Principal Contractor, E20 will provide the Contractor with 1 weeks notice for other works to be undertaken within his site boundary;
 - Providing attendances for Others within the Site, and;
 - The Contractor is responsible for the full protection of the Site whilst the Works are undertaken.

2 Relocatable Seating Operational Life Cycle

2.1 General

The Contractor shall deliver:

- Relocatable Seating reconfiguration works in accordance with the requirements of this Specification;
- Planned Maintenance Works in accordance with the requirements of this Specification;
- Reactive Maintenance Works in accordance with the requirements of this Specification, and;
- Enhanced Maintenance Works in accordance with the requirements of this Specification.

At all times the Contractor shall:

- maintain a safe environment for all occupants and users of the Stadium and E20's Premises;
- undertake the Works in accordance with the code of construction practice included at Appendix M;
- utilise E20 document management system contained at Appendix N;
- minimise the impact of the delivery of the Works on the environment;
- comply with the requirements of the supplier protocol contained at Appendix P;
- minimise disruption to E20, and Others;
- use safe working practices and procedures (including the use of appropriate processes and systems to ensure that the required standards of service are maintained) so as to ensure the highest levels of safety are afforded to the Contractors' employees and contractors;
- ensure that all statutory maintenance, testing and inspection is carried out in a timely manner such that the Stadium meets all Applicable Laws at all times and can produce the required test certificates;
- ensure that all maintenance work undertaken will conform to the relevant British Standards, or to any other applicable quality management standards or legal requirements;
- promptly and safely remove any redundant parts, equipment and/or appliances from the Stadium and E20's Premises, and dispose for re-cycle or re-use;
- use new (and like-for-like) parts and materials when carrying out repairs and maintenance, or replacements and parts and materials specified by the manufacturer where relevant for E20 to retain warranty cover;
- use appropriate current practices, methods and parts / materials available, and applicable at the time the replacements are performed;
- arrange to be readily available so that there is no delay in the delivery of the Works (further ensuring that the Contractor maintains sufficient spare parts, equipment, tools and materials to ensure the efficient day to day operation of the Relocatable Seating);
- provide temporary plant and materials that may be required in order to keep the Relocatable Seating operational, subject to the agreement of E20;

- seek to undertake operation and maintenance activities during Normal Working Hours (so far as is possible), or during the Stadium Operating Hours, provided that such activities will not be disruptive;
- rectify any failures that arise as a result of defects, or faults due to materials or workmanship which are not in accordance with this Specification at no cost to E20;
- comply with all local and statutory requirements, including stadium planning conditions included at Appendix F, and;
- be responsible for the supply, delivery, receipt, storage, maintenance, issue and use of all plant, machinery, services, equipment, fixtures, fittings, furniture and consumables required to deliver the Works. The Contractor shall, if required, submit to E20 the names of manufacturers and materials to be used in the delivery of the Works.

In delivering the Works, the Contractor will maintain all parts of the Relocatable Seating throughout the Operational Mode and Transition Period, including, as a minimum, the following components:

- the Relocatable Seating structure including connections and fittings;
- terracing, including decks, platforms, and steps;
- balustrades, handrails and barriers;
- mechanical drive system and electrical systems;
- link bridge platforms;
- architectural metalwork on the exterior of the link bridges and terrace platforms, and;
- equipment including:
 - bearings;
 - seals, and;
 - electrical earth safety systems.

In Concert Operational Mode and Athletics Operational mode the correct quantity of handrail to protect the edge formed by the removal of the front seven rows currently exists.

An airskates system has been fitted to all all lower bowl stands in lieu of hydraulic and or caster wheels. The Airskates system uses high pressured air to lift a section of the stand at which point the section of the stand can be moved into position. More details on the Airskates system can be found in the O&M Manuals. This system shall also be maintained by the Contractor in accordance with the requirements of the O&M Manuals.

The horizontal void treatment shall be installed and removed in accordance with the O&M Manuals.

The Contractor is required to transition the Relocatable Seating from Pitch Operational Mode to Concert Operational Mode, to Athletics Operational Mode, and from Athletics Operational Mode to Pitch Operational Mode, as follows:

1. Pitch Operational Mode

When the Stadium is in Pitch Operational Mode, all Stands are in their forward position. Spectator access to the Lower Tier Seating bowl when configured in Pitch Operational Mode is via the Bridge and Walkway Assemblies which connect the podium to the Lower Tier Seating bowl. The independent void treatment is installed between the existing podium and the rear

seating walkways. Further, to provide the requisite seating capacity for the Stadium when in Pitch Operational Mode, Mid-Tier Seating is installed between the rear of the Lower East Tier Seating Bowl and the existing upper East tier of the Stadium. . The front seven rows of the East stand are reinstalled.

2. Concert Operational Mode

The West, North and South Stands are moved into their 'back' Athletics / Concert position with the Bridge and Walkway Assemblies and void treatment required during Pitch Operational Mode removed.

The East stand remains in its current position, Block 130 is removed, with the corresponding infill seating, bridges and walkways removed. Block 142 is converted to accommodate a 6.2m supergangway. On the North stand, blocks 144 and 156 are converted to accommodate a 3.7m supergangway. Balustrading will be designed, manufactured and installed by the Contractor at southern and northern ends of the East Stand.

The first seven rows of the east stand are removed, and a balustrade fixed to row 8.

'Super Gangways' are installed on the North stand, with corresponding seats removed.

Refer to NO-0014 Concert Mode Crowd Flow Assessment in Appendix A

3. Athletics Operational Mode

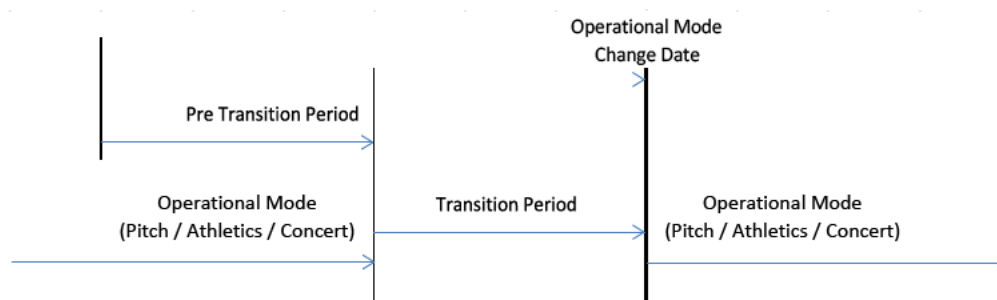
The 'Super Gangways' are removed from the north stand, with corresponding seats reinstalled. . Blocks 130 and 142 are reinstalled.

The following Alternative Transitions are not currently in the scope of the Works. The Contractor will only transition the Relocatable Seating into Alternative Transitions following an instruction from E20.

4. Alternative Transitions

Alternative Transitions are bespoke and partial transitions of the Lower and Mid Tier Seating which facilitate Summer Events such as baseball and cricket. Such Alternative Transitions, subject to design may also include the use of infill temporary event seating systems. If applicable, these Alternative Transitions will be instructed in accordance with the rates included at section 13.1 of Schedule 3.

Operational Mode Change Date



The Contractor shall undertake a Transition from Pitch Operational Mode to Concert Operational Mode following the end of the premier league season before the summer. Following the concert events, the Contractor will then Transition the seating from Concert Operational Mode to Athletics Operational Mode for the athletics events to be held over the summer. The Contractor will then Transition the seating from Athletics Operational Mode to Pitch Operational Mode following the end of the athletics season prior to the start of the premier league football season.

The above Transitions are required for five years commencing with a Pitch Operational Mode to Concert Operational Mode Transition in 2017, and finishing with an Athletics Operational Mode to Pitch Operational Mode Transition in 2021.

A day is a calendar day. E20 are contracted to provide the stadium to the Stadium Operator at 0800hrs on 27th May. This time is required completion time for the first transition.

2.2 Pre-Transition Period

The Pre-Transition Period shall commence when E20 issues the notification of the Operational Mode Change Date and shall be completed prior to the commencement of the Transition Period.

During the Pre-Transition Period, the Contractor shall comply with the T-Process as set out in Section 11.1.

In addition, where the Operational Mode Change Date will see the Relocatable Seating reconfigured:

- from Athletics Operational Mode or Concert Operational Mode to Pitch Operational Mode, the Contractor shall ensure:
 - the mobilisation of all required, Bridge Assemblies, Mid Tier Seating elements, walkways, super gangway material and row 8 balustrades from their storage location to the Stadium, and;
 - the mobilisation of all required labour, plant and materials resources.
- from Pitch Mode to Athletics Operational Mode or Concert Operational Mode, the Contractor shall ensure
 - the identification of all required storage to store the Bridge Assemblies and Mid-Tier Seating elements; Ensure storage layouts are efficient for future access, and;
 - the mobilisation of all required labour, plant and materials resources.

so as to ensure the commencement of the Transition Period not later than:

- 9 days before the Operational Mode Change Date for a Transition from Pitch Operational Mode to Concert Operational Mode;
- 6 days before the Operational Mode Change Date for a Transition from Concert Operational Mode to Athletics Operational Mode, and;
- 12 days before the Operational Mode Change Date for a Transition from Athletics Operational Mode to Pitch Operational Mode.

During the Pre Transition Period, E20 shall act in accordance with the T- process, including the following:

- review, comment and accept the compliant method statement (including risk assessment) as provided by the Contractor in line with the T-Process, and;
- arrange to and have met with the Contractor at the Stadium and undertake a detailed site survey and investigation of all areas of the Relocatable Seating required to ensure that the forthcoming reconfiguration will be able to advance accordingly.

The Pre Transition Period method statement should include as a minimum the following contents:

- Detailed and task specific risk assessment / method statements for the Transition Period activities;
- Lift plans signed off by the Contractor's Lifting Operations Manager;
- Contractor Equipment design and method statement signed off by the Contractor's Contractor Equipment Coordinator;
- Logistics plan , material delivery and transportation strategy, and;
- Site management, labour and plant resource schedule with shift plans and contingencies.

Detailed day by day programme.

The Contractor will plan and organise transition in accordance with the T- Process referenced below. The T- process is an assurance indicator of critical planning actions to enable the transition process. In the event that deliverables defined in the T-Process are not met by the due date then the Contractor agrees and implements an immediate recovery plan as agreed with the Contract Manager.

2.3 Transition Period

The aspirational Transition Period is 7 calendar days.

The Transition dates and Transition Periods for 2017 are as follows:

- | | |
|-------------------------------------------------------------------|----------------------------------------------------|
| • Pitch Operational Mode to Concert Operational Mode (9 days) | 18 th May to 26 th May 2017 |
| • Concert Operational Mode to Athletics Operational Mode (6 days) | 26 th June to 1 st July 2017 |
| • Athletics Operational Mode to Pitch Operational Mode | ■■■■■■■■■■ |

These Transition Periods shall be subject to adjustment in accordance with Schedule 3.

During the Transition Period, the Contractor shall:

- ensure a continued presence and availability of suitable contracts and project management resource on E20's Premises, so as to supervise the Contractor's activities during the Transition Period;
- provide and ensure the continued availability of any and all resources required to ensure the completion of the Transition Period activities identified in the method statement;
- supervise and undertake any and all licenses, tests, inspections, and surveys required so as to:

- ensure the safe and unfettered use of the Relocatable Seating by E20 from the Operational Mode Change Date and throughout the Operational Period and until the next Transition Period for the purposes of hosting matches and Events;
- provide formal evidence to E20 (in the form of an appropriately-signed license or certificate) of the completion of the Transition Period activities, and;
- provide formal evidence to E20 (in the form of a relevant statutory or regulatory approval form) of the completion of the Transition Period activities.
- Complete the reconfiguration of the Relocatable by the end of the Transition Period;
- undertake and complete all Planned Maintenance Works or Reactive Maintenance Works that the Contractor is required to complete in accordance with that agreed with E20 under Section 2.8 and 2.9 of the Specification;
- confirm to E20 when the reconfiguration of the Relocatable Seating and / or any relevant Planned Maintenance Works and / or Reactive Maintenance Works are all completed so as to enable the commencement of the Operational Mode;
- confirm to E20 that the Relocatable Seating, as configured at the end of each Transition Period, complies with the requirements for the Lower-Tier Seating Bowl (including, if appropriate, the Mid-Tier Seating);
- co-ordinate the Works with the Stadium Operator and Others to ensure that the Field of Play (including both the Athletics track and – where required – the turfed areas) is protected at all times during the reconfiguration of the Relocatable Seating to ensure that:
 - after Transition between modes, all supports and connections to the ground level are made at designated load points;
 - the stability and robustness of the tiered panels during the reconfiguration process is maintained (the Contractor will ensure that the moving techniques adopted do not in any way compromise the rigidity of the structure such that the tolerances above are still achieved following each Transition);
 - any restriction imposed on the size of crane and lifting equipment that can access the Field of Play within the Stadium by the existing tunnels and access ways is considered. Typical restrictions may include (amongst others):
 - height restrictions through internal roadways (Clear height of 4.2m to existing tunnels, 4.2 metre clearance in buggy route between south west tunnel and south east tunnel. South tunnel has 4.2 metre clearance);
 - vehicle weight restrictions both within and external to the Stadium;
 - weight restrictions and allowable loading positions within the field of play;
 - buried services within the field of play (or access to);
 - suspended structures, and;
 - height restrictions with roof structures

In addition, where the reconfiguration of the Relocatable Seating is from Pitch Operational Mode to Athletics Operational Mode or Concert Operational Mode, the Contractor shall confirm to E20 that the Bridge Assemblies, and Mid-Tier Seating elements have all been securely stored at the Stadium Compound so as to enable their future re-use by E20.

During Transition Period, E20 shall provide the Contractor with appropriate access to E20's Premises, so as to enable the Contractor appropriate access to deliver the Transition Period works before the expiry of the Transition Period.

During each Transition Period, the Contractor shall hold a Transition Surgery as set out in paragraph 6 of Schedule 3.

The Contractor shall also attend a weekly Pre-Transition Surgery as set in Schedule 3 of the Contract.

2.4 Operational Period

The Operational Mode shall commence on the day of the current Operational Mode Change Date and continue until the commencement of the next Transition period (as confirmed by the Contract Manager).

2.5 Storage of Relocatable Seating Elements

During the Athletics Operational Mode or Concert Operational Mode, the Contractor shall store the bridge / walkway assemblies and Mid-Tier Seating at the Stadium Compound away from the Stadium and E20's Premises; such location being safe and secure to ensure the re-use of these elements when the Relocatable Seating is reconfigured to the Pitch Operational Mode.

2.6 Performance Specification

The Contractor shall ensure, at all times during Operational Mode, that the Relocatable Seating installation complies with the requirements of the Performance Specification contained in Appendix B of the Specification and in accordance with O&M Manuals set out in Appendix A and the drawings set out in Appendix D.

2.7 Operational Mode Testing

The Operational Mode testing shall be undertaken by the Contractor in accordance with O&M Manuals in Appendix A.

The testing requirements will include:

- visual inspection;
- visual test, and;
- earth continuity test.

The Contractor shall ensure compliance with the requirements set out in the O&M manuals, performance specifications and shall assist E20 in achieving sign off from the relevant statutory licencing bodies.

2.8 Planned Maintenance Works

The Contractor sets up and implements a Planned Preventative Maintenance (PPM) system which is in compliance with the O&M Manual which includes, but not limited to:

- Visual inspections and reporting;
- Data logging and trending faults and defect;

- Testing and certifying listing points and lifting equipment;
- Pre event inspections;
- Applications of surfaces treatments, paints, lubricants, corrosion protection, and;
- General anticipated repair and replacement work.

All PPM activities are reported, detailed and logged and issued to E20 as operational records.

During the first year in operation E20 may require a greater PPM frequency to capture data on system performance and trending.

In the event of significant defects and or damage which compromise the structural integrity of the Relocatable Seating the Contractor supports E20 to undertake inspections and investigations and awaits instruction from E20 prior to proceeding with any major repair works.

The Contractor holds a set of critical spares as identified in the O&M Manual and replenishes and maintains the recommended stock levels.

2.9 Reactive Maintenance Works

During the Operational Mode, the Contractor shall provide Reactive Maintenance Works to respond to maintenance requests raised by E20. The Contractor provides a contact, logging, response and close out system in response to items raised by E20.

The Contractor responds to items raised E20 and deploys maintenance personnel to site within 24 hours of the call out.

The resource is to be agreed with E20 and instructed to the Contractor in accordance with the requirements of Schedule 3.

2.10 Enhanced Maintenance Works

The Stadium Operator undertakes pre Event checks prior to each and every Event and is scheduled on the event run sheet. The Contractor is to provide Enhanced Maintenance Works to support and respond to calls logged by E20 during the pre-event checks within a 6 hour period.

On the day of the Event and during the Event the Contractor provides standby maintenance resources at the Stadium to respond immediately to calls raised by E20.

The resource is to be agreed with E20 and instructed to the Contractor 2 weeks prior to the Event occurring.

For clarity, changing of away fan segregation barrier configurations as they change from Event to Event will be undertaken by E20.

3 Evaluation

Immediately following the Contact Commencement Date, the Contractor shall survey all the materials for the Relocatable Seating in the Stadium Compound to validate the availability of all components of the Relocatable Seating against the component list and drawings as referenced in the O&M Manual. Please note that following the Contract Commencement Date, the configuration of the seating in the Stadium shall be in Pitch Operational Mode.

Any missing or damaged parts shall immediately be notified to E20, who may then instruct the Contractor to source or manufacture replacement parts. The Contractor is required to identify any missing or damaged parts and inform E20 accordingly within 2 weeks of the Contract Commencement Date.

The Contractor shall set up an inventory control system, detailing how he plans to manage and control the inventory and storage of all materials and issue to E20 for acceptance.

The Contractor shall review and audit the Contractor Equipment and lifting plans set out in the O&M Manual, and thereafter produce and design his own requirements and submit to E20 for acceptance.

The Contractor shall undertake safety planning, logistics planning and dilapidation surveys of the Relocatable Seating and Stadium interfaces.

Immediately following the Contact Commencement Date, the Contractor shall review and validate the O&M Manuals to satisfy himself as to the accuracy and content of the Relocatable Seating. The Contractor shall promptly and within 2 weeks of the Contract Commencement Date, inform E20 of any inaccuracy within the O&M Manuals with suggested amendments in order to facilitate a successful Transition Period.

The Contractor shall provide traffic marshals to control access to and from the Stadium Compound and to and from the Stadium. The Contractor shall also operate a one way circuit for vehicle movements around the inner edge of the track. This shall be undertaken in coordination with the Stadium Operator who will be undertaking concurrent additional mobilisation works.

The Contractor shall liaise with E20, LS185, and West Ham United to agree and coordinate any planned overlay works to be carried out by Others during the Transition Period.

Design

The Contractor is responsible for all Contractor Equipment design required to support the scope of the Works. All Contractor Equipment design is to be undertaken by suitably qualified and competent person. The design, including details and calculations are to be provided to E20 2 weeks prior to commencement of the proposed Contractor Equipment works taking place complete with a design check certificate from the Contractor's designer.

4 Staff Competencies and Assurance

4.1 Staff Competencies

Each labour and staff resource provided by the Contractor shall comply with recognised minimum health and safety competencies including CSCS accreditation for the particular grade and tasks that resource will be required to undertake during the Works. For the avoidance of doubt, SPA is not acceptable as proof of H&S competence.

The Contractor shall not engage any staff or labour resource to undertake the Works (with the exception of the Key Personnel listed in Schedule 1), until the Contract Manager has confirmed acceptance of each individual after taking due regard of the individual competencies of each individual proposed.

4.3 Assurance of Seating upon Transition Completion

The Contractor shall undertake compliance checks and certify the structural integrity of the Relocatable Seating to achieve sign off from the relevant statutory licencing bodies in order to achieve the Operational Mode Change Date. This shall be undertaken by suitably qualified and independent design engineers as accepted by the Contract Manager.

5 Other General Requirements

5.1 Access

The Contractor is provided access to the Stadium as shown in Appendix D and E, provided that the Contractor's Site security proposals and Construction Phase Health and Safety Plans, as required under the CDM Regulations have been accepted by E20. Access to the Field of Play is via the south east and south west tunnels in accordance with Appendix E.

The Contractor shall control the Stadium Site access points at all times. The Contractor complies with the access requirement of Others and the Logistic Strategy in Appendix E.

The Contractor complies with the load restrictions of the existing structures on Site as stated in Appendix K of the Specification when accessing the Site.

The Contractor is required to permit Others into the Site to undertake works. The Contractor co-ordinates the works with Others at all times.

Whilst the Contractor has use of the Stadium Compound at Pudding Mill Lane, the Contractor locates his Site welfare facilities within the area identified at Appendix D. During Transition Periods, the Contractor also provides welfare within the Stadium Site in accordance with the logistics strategy.

The Contractor shall note the current programme of events scheduled for 2017 and plan the Works accordingly taking into consideration the additional access restrictions that will be in place during each event.

Location	Event	Date(s)
South Park Lawn	Making the Future 2017 Bump In	28/4/17 – 22/5/17
South Park Lawn	Making the Future 2017 Closure of Eastern Approach	17/5/17 – 2/6/17

Stadium	West Ham's final Home game of the season	13 or 15 or 16/5/17
South Park	Making the Future 2017 (Shell) Event	22/5/17 – 28/5/17
Stadium Compound & Stadium	Seat Move to Concert Mode	18/5/17 – 26/5/17
Stadium	Concert bump in	From 28 May
Stadium	Summer Concerts	1/6/17 – 25/6/17
Stadium Compound & Stadium	Seat Move to Athletics Mode	26/6/17 – 1/7/17
Stadium	Evening Event (No Work undertaken by Contractor)	28/6/17
South Park Lawn	London 2017 Build	26/6/17 – 13/7/17
Park	Great Newham London Run	2/7/16
Stadium	Diamond League	9/7/17
Stadium	London 2017 Bump In.	1/7/17 – 15/7/17
Stadium	IPC World Athletics Championships 2017	14/7/17 – 23/7/17
Stadium	Transition between IPC and IAAF	24/7/17 – 3/8/17
Stadium	IAAF World Athletic Championships	4/8/17 – 13/8/17
South Park Lawn /Stadium	London 2017 Bump Out	14/8/17 – 21/8/17
Stadium	First Premier League game	26-27 August

Dates for subsequent years are not yet known, however the Contractor shall assume that the events listed above shall be similarly replicated for each year. Exact dates shall be confirmed by E20 prior to each series of events.

Refer to Appendix S for a schedule of 2017 events listed above

5.2 Logistics

The Contractor is required to co-ordinate all deliveries and access to Site with Others, using the logistics strategy included as Appendix E of the Specification.

The Stadium Operator manages access to the stadium island site. The Contractor shall provide the Stadium Operator with the names of the drivers and their vehicle registration numbers to ensure that their security at the gate will know who to provide access to. Any issues should be initially taken up with the Stadium Operator (24/7 availability) and/or the Contract Manager.

Within four weeks of the Contract Commencement Date, the Contractor shall produce a logistics plan that explains how he will manage the Transitions. This plan shall include the following:

- Roles and responsibilities for the Stadium Worksite and the Stadium Compound (two separate teams are required at each site);
- Vehicle management;
- Vulnerable Road User Management;
- Delivery management;
- Material Distribution;
- Interfaces;
- Waste Management;
- Site Communications;
- Temporary Services;
- Protection;
- Cleaning;

- Security Arrangements (both sites);
- Hoardings and Lighting, and;

- Project Risk register

This logistics plan is supplementary to, and will inform the move specific logistic plan as required in the t-process.

5.3 Site Facilities

The Contractor is responsible for providing all of his own facilities as deemed required by the Contractor to undertake the Works, including welfare and accommodation.

Office accommodation, dry rooms, canteen facilities shall be made available in the Stadium to the Contractor. Toilets blocks on the podium will also be made available to the Contractor. However, the Contractor is required to state how many are required. These are also subject to availability.

The plans referenced below show the areas on the on the ground floor which will be made available to the Contractor.

NO-0020 GA - Lower Ground

NO-0020 GA - Podium

NO-0020 - Marked up Ground floor GA

For reference these are the room codes.

Lower Ground – General Arrangement

Area	Room Ref Number
Press Work room	██████████
Dry Room	██████████
Canteen	██████████

Delaware North have an exclusive right to catering in the stadium so will have first refusal for the use of the canteen. If available, the Contractor can engage Bon Appetite who currently run the canteen in the Stadium.

The office and dry room facilities shall only be available in the first two transitions of 2017, so will not be available for the Athletics to Football transition 2017 or any subsequent transitions.

E20 shall provide the Contractor with both a hard-wired (presented via standard RJ45 socket) and wireless internet connection of sufficient bandwidth, resilience and support response. This service will give reliable access to the internet but does not support private Wide Area Network connections or e.g. Virtual Private Networks. Using their own equipment the Contractor can create a Local Area Network for their PCs and printer and the E20 internet connection provided can be used as shared connection point to the internet.

This is limited to press work room LG-SS-031.

No facilities will be provided by E20.

The Contractor shall provide his own:

- Lighting (at the Stadium Compound);
- All utilities and consumption charges (at the Stadium Compound);
- Power and drainage connections;
- Waste management, and;
- Task lighting (Site).

Areas for welfare inside Stadium Compound will need to be agreed with E20 and the Stadium Operator prior to the relevant Transition Period

For the avoidance of doubt the Contractor is responsible for the full protection of the Site whilst the Works are undertaken, however, the Stadium Operator shall install the track protection to the mondo surface.

The Contractor shall provide 24 hour canteen facilities for his workforce in accordance with the requirements of the logistics strategy set out in Appendix E. If available, the cost of existing canteen facilities shall be agreed between the Contractor and E20 prior to the Transition Period.

The Contractor is responsible for the storage of elements of the Works that will not be in use at the Stadium Compound.

The Contractor shall ensure that adequate security arrangements are in place in order to ensure the safety and security of such elements whilst stored in the Stadium Compound.

Subject to Section 1.3 of this Schedule 2, the Contractor shall utilise the Stadium Compound from the Contract Commencement Date and will be used to site his accommodation, welfare and storage of materials. The Contractor shall satisfy himself as to the adequacy of this area and confirm his acceptance to E20. The Contractor shall be responsible for all facilities and utility requirements at the Stadium Compound, including:

- Condition surveys;
- Insurance of stored materials;
- Lighting;
- Power;
- Drainage;
- Consumption charges;
- Telephone / data;
- Water;
- Maintenance of site perimeter / hoarding;
- Reinstatement of compound upon completion of the works;

- Waste management, and;
- Pest control.

The Contractor shall undertake regular inventory checks of the materials stored in the Stadium Compound, and report the results to E20. The Contractor shall agree the frequency of the checks with E20.

The Contractor shall provide on site facilities within the Stadium Worksite which include drinking water stations and first aid facilities.

5.4 Vehicular Access to Site

Where vehicular access to the Stadium is permitted, vehicles may only enter through the main entrances to the Stadium via the prescribed access routes set out in the logistics strategy in Appendix E. Pedestrian access is also limited to those routes set out in the logistics strategy. Access will be controlled by the Stadium Operator.

The Contractor complies with the Delivery Management System (DMS) in Appendix E, that requires all individuals from any organisation requiring vehicular access to the Stadium to pre-register delivery or collection slots in order to ensure deliveries and collections to the Site can take place safely, securely and efficiently. No private vehicles are permitted on the Stadium unless authorised by the Contract Manager and issued with a vehicle access pass which have a maximum of one month duration. Whilst on the Stadium all non-construction vehicles must display company logo/names and have flashing amber light. Access will be controlled by the Stadium Operator.

Where vehicular access to the Stadium is permitted, vehicles may only enter through the entrances to the Stadium entrances via the prescribed access routes as shown in Appendix E.

The Contractor shall co-ordinate activities which interface with Others and attends all necessary meetings with E20 and Others to ensure integration of the works with all other contractors within the Queen Elizabeth Olympic Park.

5.5 Site Visitors

The safety of visitors entering the Site at the invitation of or in connection with the Contractor is the responsibility of the Contractor.

The Contractor shall provide appropriate resources (including hosts, inductions, PPE) to manage site visits and inspections being undertaken by E20, its representatives and other stakeholders. E20 shall provide reasonable notice of such visits, with a view to minimising disruption to Site activities as far as possible.

5.6 Noise and Vibration

The Contractor shall identify the Works that will or are likely to cause vibration to an existing structure, and submits a vibration assessment to E20 for acceptance.

The Contractor shall stop Works immediately where vibrations caused by the Works exceed the Contractor's accepted assessment and revised plans are submitted to E20 for acceptance.

As required, the Contractor shall apply and obtain acceptance of a section 61 dispensation from the local authority for his Works. The Contractor is responsible for complying and maintaining the approved Section 61 during the Transition Period.

5.7 Materials Management

The Contractor is to set up and manage the Stadium Compound, including distribution of all materials to the Stadium, and management of waste.

5.8 Working Hours

Outside of the Stadium Worksite during the Transition Period, the Contractor undertakes the works during Normal Working Hours. The Contractor applies for a Section 61 dispensation from the Local Authority for Out of Hours working, however acceptance is not guaranteed.

Working may be permitted on Bank Holidays with the acceptance of E20 in which case these days are treated as Saturdays for the purpose of determining the allowable hours of work.

Stadium Compound

Except in accordance with an approval by E20 and the relevant local authority under Section 61 of the Control of Pollution Act 1974, start up and shut down periods are allowed between the hours of 0730 to 0800 and 18.00 to 18.30 respectively on Monday to Friday. The following activities shall be permitted during start up and shut down periods:

- movement of construction personnel to and from the Site;
- movement of plant to and from Site, and;
- unloading and maintenance of plant and equipment.

Construction operations may be undertaken at any time during the day or night including weekends and Bank Holidays with the acceptance of E20, subject to the issue of a Section 61 Dispensation from the Local Authority.

5.9 Use of Cranes

The Contractor shall obtain the necessary prior written approval of Others whose Site boundaries are adjacent to the Site whenever over-sailing by cranes is required during the Works and where such over-sailing affects their respective interests. The Contractor does not use over-sailing cranes if all appropriate prior written approvals have not been obtained.

In response to a written request for over sailing rights from other contractors on the Queen Elizabeth Olympic Park, the Contractor confirms in writing, the acceptance to grant such over-sailing rights and executes an over-sailing permit. The Contractor declines a written request for over sailing rights where:

- the written request does not contain an appropriate level of detail sufficient to allow the Contractor to make a reasoned decision about the likely effects on the Contractor of the over-sailing rights, and;
- the Contractor has reasonable health and safety concerns which the person seeking such over-sailing rights has not been able to address to the reasonable satisfaction of the Contractor and the request adversely impacts the Contractor's programme of works.

The Contractor complies with the requirements of the 'Lifting Operations and Lifting Equipment Regulations 1998' (LOLER) and 'Part 1 of BS7121 Safe Use of Cranes', i.e. BS7121 in respect of the provision of cranes and the safe control of crane lifting operations.

The overall control of crane operations requires the appointment of the following roles:

- crane co-ordinator;
- crane appointed person;
- crane lifting supervisor, and;
- slingers/signallers.

The Contractor's method statement for lifting operations (lift plans) shall be submitted to and accepted by E20 prior to lifting works commencing.

The Contractor is to plan his lifts to take into consideration the Stadium structure and fabric, the works by Others and to prevent damage to any part of the Stadium.

There are 6 bespoke lifting accessories available for the 2017 transition.

5.10 Use of Explosives

The use of explosives is not permitted.

5.11 Hazardous Materials

The Contractor is to conform to the COSHH regulations at all times and is required to notify the Contract Manager of the name of the Contractor's COSHH representative and provide a written statement of all substances which he intends to use in the works which are considered dangerous or hazardous to health, prior to their delivery to the Site. Such a declaration shall include the name and nature of the substance, the proposed method statement for handling, storing, using and disposing of the substance and the period over which such commodities will be present on Site together with details of the training given to operatives.

The Contractor reports immediately to the Contract Manager any suspected asbestos based materials discovered during demolition/excavation works. The Contractor avoids where possible disturbing such materials and agrees with the Contract Manager methods for taking a sample for analysis and the measures required for safe removal.

5.12 Storage of Fuel and Chemicals

The Contractor shall ensure that all fuel/ oil is stored in sealed containers on interceptor drip trays/ bunding and within covered areas to avoid the accumulation of rainwater.

Where storage of more than 200 litres of oil on Site is required, the Contractor shall provide secure containment facilities for tanks/drums.

The Contractor shall provide secondary containment which is either 110% of the largest container or 25% of the total volume, whichever is larger.

The Contractor shall ensure that fuel/chemical storage areas are appropriately located to avoid damage and that COSHH hazardous materials are stored in lockable cages.

5.13 Surface, Storm and Foul Water

The Contractor adopts and implements working methods to protect surface and ground water from pollution and adverse impacts including change to flow volume, water levels and quality.

Discharges are not permitted to sewer or watercourse for construction runoff or dewatering effluent employing any other method. Site drainage meets the effluent standards required by the statutory undertaker or Environment Agency as appropriate. The Contractor provides and maintains sufficient treatment and any other measures as required to achieve these standards. The Contractor provides unrestricted access to the statutory undertaker and E20.

The Contractor shall comply with the relevant sections of BS6031: Code of Practice for Earthworks for the general control of Site drainage and CIRIA Reports C532, C648 and C649.

The Contractor shall adopt the good working practices detailed in the Environment Agency's Pollution Prevention Guidelines. Storage, handling, use, and disposal of any potentially hazardous materials are in accordance with the relevant statutory provisions and Health and Safety Executive (HSE) Codes of Practice and Guidance notes.

5.14 Timber

The Contractor shall only use timber that is both legal timber and sustainable timber, as defined by the UK Government Central Point of Expertise on Timber (CPET) in the document titled 'UK Government Timber Procurement Policy: Framework for Evaluating Category B Evidence' (available on the website of the UK Government authorised Central Point of Expertise on Timber).

5.15 Carbon Emissions, Water Usage and Energy Usage

The Contractor shall minimise energy usage, water usage and carbon emissions as part of day to day operations and commit to monitoring, reporting and target setting for energy usage, water consumption and/or CO₂ consumption arising from Site construction (and deconstruction) related activity in E20's chosen format. The Contractor shall appoint a named representative in order that these activities are effectively implemented.

5.16 Setting Out

E20 provides the primary control points to the Olympic Grid as set out in the O&M Manuals. All setting out from that point is by the Contractor.

5.17 Contractor Equipment

The Contractor shall design, detail and implement all Contractor Equipment required to provide the works in accordance with his proposals that have been accepted by E20. In designing the Contractor Equipment the Contractor is to ensure he does not hinder, obstruct, damage or affect work by Others.

The Contractor shall check the design of any other parts of the Works (not designed by the Contractor) to be used by the Contractor as Contractor Equipment and confirms to E20 that such parts, as designed, are adequate for use as Contractor Equipment.

The Contractor manages all Contractor Equipment (falsework, propping, scaffolding, platforms etc.) requirements for the works and shall co-ordinate matters with other contractors on Site.

The Contractor removes Contractor Equipment, on multiple occasions if required and makes modifications to Contractor Equipment if and when required.

5.18 E20 Specific Policies and Procedures

The Contractor shall comply with E20 specific policies and procedures contained in Schedule 6.

5.19 Site Cleanliness

The Contractor is responsible for all necessary temporary measures, such as damping down, dustproof screening, sealing doors and windows and temporary ventilation system as appropriate in order to prevent arising from the works from getting into adjacent areas.

The location of any fume emitting devices adjacent to fresh air inlets or ventilation plant is not permitted. The Contractor shall remove on a regular basis accumulated dust and debris within the Site caused by the carrying out of the works. All vehicles removing material and waste from this Site are not to be over loaded, and loose loads (e.g. skips, excavated materials etc.) are to be covered. Rubbish is not to be allowed to accumulate or blow around the Site, around the Queen Elizabeth Olympic Park or the surrounding areas.

The Contractor shares access to the Stadium Worksite with the Stadium Operator and Others.

5.20 Replacement Relocatable Seating

The Contractor, at the instruction of the Contract Manager, shall replace any damaged seats forming part of the Works in accordance with the Reactive Maintenance Works requirement set out in section 2.7.

The Contractor shall number any spare seats that are required to be replaced prior to replacement.

The Contractor shall ensure that the WHUFC pattern in the Lower Bowl is maintained, both as a result of the seating transitions, and also in the event of seating replacements.

5.21 Spares

The Contractor maintains spares as set out in the O&M Manual.

5.22 Cleanliness of Roads

The Contractor shall maintain the cleanliness of all highways and thoroughfares within the Site and at the access and egress points to the Site throughout the duration of the Works.

5.23 Condition Surveys

At the Contract Commencement Date, the Contractor is to undertake dilapidation survey of the existing seating structure, interfaces with the stadium structure, Stadium Compound and the Relocatable Seating Components. The Contractor shall notify E20 of damages and submits the dilapidation report to E20 prior to commencing mobilisation.

5.24 Consideration of Others

The Contractor shall develop and implement a 'Good Neighbour Construction Charter' for the Works, for acceptance by E20.

The Contractor shall register with and pay all fees and charges in connection with the 'Considerate Constructors Scheme'.

The Contractor shall take all reasonable precautions whilst providing the Works to prevent or reduce nuisance or inconvenience caused by noise to occupiers of adjacent properties and to the general public including ensuring all non-essential mobile phone and radio usage on Site is prohibited.

The Contractor is not required to use radios issued by the Stadium Operator. The Contractor shall ensure that all two way radios comply with all OFCOM and any other relevant statutory body requirements.

5.25 Noisy Works

The Contractor shall use a best practicable means approach to managing and assessing construction noise. This includes using the appropriate equipment for a particular task, maintaining machinery and equipment, putting up noise barriers and screens. The Contractor monitor's noise and where necessary vibration for the duration of the works.

The Contractor shall inform E20 at least seven days in advance of any upcoming activity which may cause disturbance to the local community.

Occupiers of nearby properties shall be informed in advance of the Works taking place where relevant, including the duration and likely noise and vibration impacts. In the case of work required in response to an emergency, the local authority and local occupiers shall be advised as soon as reasonably practicable that emergency work is taking place. Potentially affected occupiers will also be notified of the helpline number.

The Contractor will take into account consultation responses received from the neighbours and will have regard to any reasonable requests by the relevant local authority.

5.26 Employment

The Contractor is required to:

- Support local people and under-represented groups to access employment and training opportunities linked to this development;
- Enable local residents to have the opportunity to secure apprenticeships linked to this contract;
- Work closely in partnership with key stakeholders to deliver employment and skills outcomes through this development;
- Deliver E20's aims in terms of fair employment, payment of the Construction Working Rule Agreements and community and industrial relations, and;
- Develop a workforce that can deliver excellent works and productivity.

In discharging these obligations, the Contractor will:

- Ensure that at all times they deliver the following targets for residents of the local boroughs of Newham, Hackney, Tower Hamlets or Waltham Forest;

Local people as part of the workforce	28%
BAME people as part of the workforce	50%
Women as part of the workforce	5%
Disabled people as part of the workforce	3%
Apprentices as part of the workforce	5%

- When recruiting labour, prioritise local candidates and communicate its vacancies and workforce requirements to E20 and partner organisations providing pre and post-employment support in the Host Boroughs as identified by E20;
- Establish an accord to ensure that agencies providing labour on site are audited to ensure their pay and conditions for candidates/employees comply with employment legislation and E20's requirements as set out above;
- Commit to paying all apprentices at least the national minimum wage (£6.85) and annual uplifts thereafter, and;
- Work with E20 and its identified partners to support the shaping and delivery of industry-relevant training programmes that upskill the workforce.

Employment Data Collection

The Contractor is required to monitor and report the key characteristics of its staff and the staff of its sub-contractors to E20. These characteristics include:

- (a) Full postcode of home addresses;
- (b) Gender;
- (c) Job title;
- (d) Full or part-time role;
- (e) Ethnicity (using census categories);
- (f) Details of any disability;
- (g) Level of skills gained by each employee including the completion of an apprenticeship skills course or vocational qualification (if applicable), and;
- (h) Details of NVQ frameworks of all apprentices employed on site.

Staff will have the option to choose not to provide the information requested above, though the Developer is required to request this information along with a statement of its intended use, compliance with the Data Protection Act 2000 and confidentiality.

The Contractor is required to report the Employment Data to E20 on a monthly basis subject to that being in compliance with the Data Protection Act 2000.

5.27 Industrial Relations

The Contractor and his subcontractors of any tier shall commit to the ethos of direct employment, directly employed employees and shall pay employees in accordance with the applicable taxation legislation and provide access to appropriate pension arrangements. To this end, the Contractor shall ensure that at least 60% of his workforce is directly employed.

5.28 Equality and Diversity

The Contractor shall assist and cooperate with E20 in satisfying their legal duties as set out in the Equality Act 2010 by:

- adopting and implementing E20s relevant equality related policies and procedures;
- operating equality monitoring and reporting;
- adhering to E20's mobilisation processes;
- developing and implementing their Equality and Inclusion Action Plan;
- co-operating with E20 and others in engaging with communities;
- co-operating with E20 during audits and checks, and;
- providing monthly data for the Contractor's Monthly Status Report in a format to be agreed with E20).

5.29 Fair Employment

The Contractor and his subcontractors shall employ their staff in line with statutory employment legislation (including equal opportunities, the EU Working Time Directive and rights to representation).

The Contractor and his subcontractors shall at all times comply with the London living wage and remunerate their respective workforces by 100% adoption of the London living wage or the Construction Working Rule Agreements, whichever is higher. The Contractor will be required to provide evidence that they are implementing the London living wage. E20 will be entitled to seek clarification as to levels of any annual uplifts and reserves the right to undertake spot checks. The Contractor's nominated liaison officer will be responsible for reporting progress in implementing the London living wage at pre-determined intervals.

6 Security

6.1 Site Security

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6.2 Security Risk Assessment

[Redacted]

6.3 Security and Identification of People

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7 Protection

7.1 Protection of Existing Structures and Services

For the Works, the Contractor shall protect the existing Stadium structure and fabric as directed by the Contract Manager, and comply with the requirements of any statutory undertaker(s) and any protective measures agreed with the relevant statutory undertaker(s) prior to the commencement of any activities.

The Contractor is responsible for rectifying any damage caused by the Contractor to the existing structure within the Stadium. The cost for this shall be deemed disallowed in accordance with Schedule 3.

7.2 Protection of Existing Services and Mains

The Contractor shall not damage existing services, electricity mains and any supports, wrapping, lagging or similar. Any damage to the mains or services are notified immediately to the Contract Manager and made good at the Contractor's expense. The Contract Manager makes such arrangements, as in his opinion are necessary, whether by the employment of the Contractor or otherwise to effect the repair of services. The Contractor does not cut, isolate or otherwise interrupt any existing services that are to be maintained without prior notification to and acceptance of the Contract Manager.

In the event of an electrical cable strike the Contractor shall:

1. stop work immediately and moves everyone from the working party into a safe area;
2. report the circumstances surrounding the damage immediately to UK Power Networks Control Centre on 0800 028 0247, giving details of the time, date, location, names of people and plant involved, and;
3. ensure that the Contract Manager is aware of the cable damage and that it has been reported to UK Power Networks. This is especially important if a UK Power Networks fault response team is needed to attend site to make safe.

The Contractor must not just pass on the information directly to Lea Valley Utilities (LVU) and expect them to deal with it. LVU is a construction arm of UK Power Network and is not appropriately placed to manage fault repairs on the newly built electrical network and ensures all repairs and ongoing maintenance are undertaken by a separate business unit within UK Power Networks. Once the report has been made, then out of courtesy the LVU Project Manager would appreciate notification to confirm that the damage has already been reported to the UK Power Networks Control Centre.

The Contractor shall offer assistance in the event of cable damage, and it is requested that their position is not compromised by asking their opinion or assistance in trying to circumvent the above reporting process.

The Contractor is responsible for rectifying any damage caused by the Contractor to existing services within the Stadium Site.

7.3 Statutory Undertakers

The Contractor shall comply with the requirements of any statutory undertaker(s) and any protective measures agreed with the relevant statutory undertaker(s) prior to the commencement of the works.

7.4 Protection of the Works

The Contractor is responsible for adequately protecting the works against:

- his construction operations;
- damage during transit;
- warping, distortion, humidity or other environmental conditions which would have an adverse effect upon the works, and;
- damage from any weather condition.

8 Materials Management

8.1 Waste Materials

The Contractor shall remove and segregate all rubbish, debris, surplus materials, residue from voids and cavities and spoil arising from his Works, on a daily basis to a site waste segregation facility to keep and maintain the Site and the works in a clean and tidy condition.

8.2 Waste Recycling

The Contractor shall minimise waste sent directly to landfill by segregating, reusing, recycling and recovering waste to achieve E20's target to divert 95% of construction, demolition and excavation waste directly from landfill (excluding hazardous waste).

8.3 Waste Disposal

Any material arising from excavation and deconstruction works that cannot be recycled or re-used in the works, or any other concurrent works in connection with the Queen Elizabeth Olympic Park development, will be disposed of off-Site by the Contractor in a manner that optimises his performance of delivering in accordance with E20's waste hierarchy of 'eliminate, reduce, re-use, recycle, recover and – finally – dispose'. The Contractor shall retain waste transfer documentation on Site for inspection.

8.4 Waste Reporting

The Contractor shall monitor, set targets for waste arising from Site construction (and deconstruction) related activity and report an estimate of the waste volumes to the Contract Manager.

8.5 Compliance with Waste Legislation

The Contractor is deemed to be the producer of any waste material arising from the works and therefore complies with all relevant legislation.

Prior to any disposal of waste materials off Site, the Contractor shall provide the Contract Manager with the following information:

- a copy of the carrier's Certificate of Registration under the Control of Pollution (Amendment) Act 1989;
- the management/disposal facility's licence number under Section 35 of the Environmental Protection Act 1990 or Section 5 of the Control of Pollution Act 1974, and the name and address of the licensing authority;
- in the case of controlled waste, a copy of the Transfer Note under Section 34 of the Environmental Protection Act 1990 and Section 2 of the Environmental Protection (Duty of Care) Regulations 1991, and;
- in the case of special hazardous waste, a copy of the consignment note under The Special Waste Regulations 1996.

8.6 Deleterious and Hazardous Materials

The Contractor is deemed to be the producer of any waste material arising from the works and therefore complies with all relevant legislation.

Prior to any disposal of waste materials off Site, the Contractor shall provide the Contract Manager with the following information:

- a copy of the carrier's Certificate of Registration under the Control of Pollution (Amendment) Act 1989;
- the management/disposal facility's licence number under Section 35 of the Environmental Protection Act 1990 or Section 5 of the Control of Pollution Act 1974, and the name and address of the licensing authority;
- in the case of controlled waste, a copy of the Transfer Note under Section 34 of the Environmental Protection Act 1990 and Section 2 of the Environmental Protection (Duty of Care) Regulations 1991, and;
- in the case of special hazardous waste, a copy of the consignment note under The Special Waste Regulations 1996.

9 Contractor's Design

To the extent that the Contractor is responsible for design, the Contractor shall design the Works in accordance with:

- Design and CAD Standards (Appendix O and Q);
- current planning requirements;
- plant, material and workmanship specifications;
- loading and capacity requirements;
- operational performance requirements;
- material design life;
- energy consumption targets;
- environmental standards;
- sustainability requirements;
- CPNI Security Guidelines, and;
- Codes, standards and other references.

The design of the Works must comply with all relevant and current European legislation, directives and standards.

The Contractor shall ensure the Works are designed to be accessible, safe and secure to construct, maintain and as appropriate dismantle in accordance with the CDM Regulations.

9.1 Design Submission Procedures

The Contractor shall submit designs, specifications and drawings electronically to the Contract Manager for review and acceptance.

Each submission shall include the following as a minimum:

- electronic PDF files capable to legibly print at A0, A1, A2, A3 and A4 scale, and;
- 6 no. paper copies of design reports collated and bound.

Each submission shall identify and indicate:

- residual, unusual risks listed on the drawing SHE Box;
- applicable drawing and detail number, products, units and assemblies, and system or equipment identification or tag numbers;
- Plant and Materials title - Identical to title shown on drawings;
- critical site dimensions and relationships to other critical features of work. Note dimensions established by site measurement;
- project-specific information drawn accurately to scale;
- metadata for documents included above;
- all other requirements referenced in project instructions;
- manufacturer's standard schematic drawings and diagrams as follows:
- modify to delete information that is not applicable to the works;
- supplement standard information to provide information specifically applicable to the works;
- product data: provide as specified in individual specifications, and;
- a complete list of spare parts and accessories for each piece of equipment.

9.2 Drawing Format

All design drawing information is to be issued via E20's EDMS as both a PDF and zipped CAD file. The PDF and CAD data are to be identical in content and the zipped CAD information is to be bound to contain all data to reproduce the information shown on the PDF.

Drawings are to be issued on E20's prescribed title blocks/drawing borders and use E20 document numbering procedure and labelled with the appropriate security classification.

CAD data is to be issued in either Micro Station (.dgn) or AutoCad (.dwg) formats.

Drawings are to be issued on E20's prescribed title blocks/drawing borders and use E20 document numbering procedure and labelled with the appropriate security classification.

All final record drawings fully comply with E20's Design and CAD standards as set out in Appendix Q and Appendix O.

All final record drawings are to be issued to E20's EDMS and/or design collaboration system at Completion and must pass all CAD quality assurance checks.

Record drawings must also be submitted with the corresponding PDF file.

9.3 Revision Control

As built and record drawings will follow the numbering sequence from Issue for Construction:

Construction (IFC) – C01, C02, C03.....etc.

As-Built Drawings – X01, X02, X03.....etc.

Record Drawings – Z01, Z02, Z03.....etc.

The original document number must be retained to ensure traceability: the design consultant's notation (ATK etc.) will be retained despite as-built revisions being owned by the Contractor.

9.4 Design Submission Procedure

The Contractor shall give the Contract Manager, with each submission, specific written notice of any variations that the drawing or sample may have from the requirements of the Contract. This written communication is separate from the drawings or sample submission and, in addition, to a specific notation made on each drawing or sample submitted.

The Contractor shall provide submissions with sufficient information and accuracy to obtain acceptance of an item with no more than one re-submission. If subsequent re-submissions are required then the Contract Manager will record the time for reviewing subsequent submissions requiring acceptance.

The Contractor shall include the costs for preparation of the submission material in the Charges, including all re-submissions and the submission of as built documentation.

The Contract Manager may reject any submission, with the exception of samples, that are not electronically submitted.

E20's EDMS retains the original electronic file and distributes for review and comment. A copy of the marked up file will be noted and distributed electronically as follows:

Submission notations will be classified as follows:

- Accepted: The Contractor may incorporate product(s) or implement work covered by the submission;
- Accepted as noted: The Contractor may incorporate product(s) or implement work covered by the submission, in accordance with the Contract Manager's notations, and;
- Rejected: The Contractor may not incorporate product(s) or implement work covered by the submission for the reasons indicated, or resubmit. The Contractor corrects the submission and resubmits as necessary.

The Contractor shall make submissions on the date identified on the schedule of submissions, and in accordance with any other requirements of individual specification sections.

9.5 Design Approval Process

The Contract Manager shall review design submission samples in accordance with the accepted programme. The Contract Manager's review and acceptance is only to determine that the items have been submitted in accordance with the Specification.

Notwithstanding any acceptance by the Contract Manager, the Contract Manager is not responsible for the correctness or completeness of any such information that has been accepted and the Contractor remains responsible for any errors or omissions in the design submission.

The Contract Manager's review and acceptance does not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

9.6 Resubmission Procedure

The Contractor shall make corrections required by the Contract Manager and re-submits electronically, as required, for review and acceptance. The Contractor directs specific attention to revisions other than the corrections called for by the Contract Manager on previous submissions.

The Contractor shall ensure re-submissions identify the original submission number with sequential numeric suffix.

9.7 Quality Assurance Checks

Prior to submission of drawings or samples, the Contractor shall determine and verify that:

- all Site measurements, quantities, dimensions, specified performance and design criteria, installation requirements, material, plant, catalogue numbers, and similar information with respect thereto;
- fabrication, shipping, handling, storage, assembly, and installation pertaining to the works has been considered;
- all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
- drawings and/or samples have been reviewed and co-ordinated with other drawings and/or samples and with the requirements of the works and the Contract, and;
- each submission bears a stamp or specific written certification that the Contractor has satisfied his obligations with respect to his review and written acceptance of that submission, and which includes Project name, submission number, specification number, Contractor's reviewer name, date of Contractor's acceptance, and statement

certifying that submission has been reviewed, checked and approved for compliance with the Contract.

9.8 As Built Information and Record Drawings

The Contractor shall update record drawings to incorporate instructed design amendments or correct errors noted on the existing record drawings incorporating changes/ lessons learned /process improvement from each Transition Period.

9.9 Design Approvals by Others

Design works instructed by the Contract Manager are to be submitted by the Contractor to the Contract Manager for acceptance and review. The Contractor shall respond to the comments and incorporate into the design. In certain instances a Category III independent design check may be required to be undertaken which the Contractor will comply with.

Design provided by the Contractor is to be in accordance with Building Regulation and the Guide to Safety in Sportsgrounds and be accepted by the Local Authority Building Control and Venue licencing Authority.

10 Completion

Operational Mode is achieved upon the following conditions being met:

- All seats, disabled access platforms, bridges and ramps are in operation and capable of being licenced (and which should not hold up the stadium licence being approved);
- Statutory authority and all relevant licencing authorities have approved the Relocatable Seating and signed off acceptance;
- Relocatable Seating is defect free to the satisfaction of the Contract Manager;
- A full builders' clean has been undertaken, including a clean down of all surfaces after the removal of plant, tools, temporary works, materials, casings, and coverings to allow final test and inspection to a standard suitable to host an event with public spectators;
- Seat and row numbering to match the seating manifest has been completed, and;
- All Contractor Equipment, plant and tools have been removed from the Stadium Bowl.

11 Programme

11.1 T- Process

To ensure correct planning controls and risk management, E20 will operate a gateway process with hold points referred to as the T- Process.

This process is mapped out in Appendix L and sets out the key documents and physical requirements to be in place in the respective week prior to the applicable Transition.

The Contractor shall gain E20's acceptance prior to commencing the Works prior to each T-date.

Document deliverables of the T- Process to be provided by the Contractor are set out below for each transition:

Pitch to Concert Mode

- T-11 Weeks
 - Issue the plans for the component validation process for Transitions.
 - Complete component validation process and issue report.
 - Complete validation of O&M Contractor Equipment.
- T-10 Weeks
 - Programme submission
- T-7 Weeks
 - Overall logistics plan in place and accepted
 - Method statement and risk assessment including lift plans, Contractor Equipment designs signed off by appointed persons and accepted by E20
- T-2 weeks –
 - Transition Period recovery programme
 - Fully detailed operations logistics plan
 - Method statement and risk assessment including lift plans, Contractor Equipment designs signed off by appointed persons and accepted by E20
 - Day by day programme issued and accepted by E20
 - Resource plan , shift rosters and contingency plans in place
- T-0 weeks –Access for Stadium

Concert to Athletics Mode

- T-6 Weeks
 - Complete component validation process and issue report
 - Complete validation of O&M Contractor Equipment
- T-5 Weeks
 - Programme submission
- T-3 Weeks
 - Overall logistics plan in place and accepted
 - Method statement and risk assessment including lift plans, Contractor Equipment designs signed off by appointed persons and accepted by E20
- T-2 weeks –
 - Transition Period recovery programme
 - Fully detailed operations logistics plan
 - Method statement and risk assessment including lift plans, Contractor Equipment designs signed off by appointed persons and accepted by E20
 - Day by day programme issued and accepted by E20
 - Resource plan , shift rosters and contingency plans in place
- T-0 weeks –Access for Stadium

Athletics to Pitch Mode

- T-11 Weeks
 - Begin component Validation process as approved by E20
 - Complete validation of O&M Contractor Equipment

- T-10 Weeks
 - Programme submission
- T-7 Weeks
 - Complete component validation process and issue report
 - Overall logistics plan in place and accepted
 - Method statement and risk assessment including lift plans, Contractor Equipment designs signed off by appointed persons and accepted by E20
- T-2 weeks –
 - Transition Period recovery programme
 - Fully detailed operations logistics plan
 - Method statement and risk assessment including lift plans, Contractor Equipment designs signed off by appointed persons and accepted by E20
 - Day by day programme issued and accepted by E20
 - Resource plan , shift rosters and contingency plans in place
- T-0 weeks –Access for Stadium

The Contractor shall submit to E20 at the T-1 gateway a list of the staff he intends to utilise in the provision of the Works, for E20's acceptance.

12.1 Programme Requirements

The Contractor shall programme the Works in accordance with Specification.

The Contractor shall submit a programme in accordance with the T- process identifying the scope of activities, activity durations, logic, sequencing, durations and critical path for the test build proposal and Transition. The Contractor shall include in the programme material and equipment lead in times, documentation and approval periods.

The programme shall set the Contractor's strategy for delivering the Transitions. The programme is to be developed by incorporating learning from the Continuous Process Improvement works and the Contractor shall issue and agree a day by day detailed and resourced programme with E20 in accordance with the T- process for the Transition Period. Further learning shall be incorporated by the Contractor and a day by day resourced programme issued by the Contractor and agreed by E20 in accordance with the T- process.

The day by day programme shall be produced by the Contractor to a detail that includes the number and type of components planned for the each shift with in the 24 hour period.

The day by day programme shall be supported by the last planner process where key constraints and make ready needs are identified and allocated in advice of the activity.

The Contractor shall produce a Transition Period recovery programme in the event of any delays, changes and or daily output targets are not achieved in accordance with the T- process.

An as-built programme of the Transition shall be created by the Contractor and recorded for data capture and learning.

The Contractor shall measure the production targets using key metrics on the key components where actual outputs are measured against planned outputs to include:

- Demountable frames;
- Modules movements;
- Deck modules;
- Bridge sections;
- Walkway sections, and;
- Progressive completion items.

11.2 Method Statements

The Contractor shall prepare a schedule of method statements and risk assessments to cover each activity for the Contract Manager's acceptance.

Detailed method statements and risk assessments are to be prepared by the Contractor for each activity and issued to the Contract Manager for acceptance. The method statements shall be in compliance with the Specification and the Contractor's accepted Project Phase Health and Safety Plan.

Method statements and risk assessments are to be issued to the Contract Manager two weeks in advance of commencing the activity.

12 Quality Management

12.1 Samples for Approval

The Contractor shall issue a schedule of samples where required and instructed for acceptance by E20 prior to commencing the works.

12.2 Quality Management System

The Contractor shall operate a Quality Management System (QMS) which complies with the relevant parts of BS EN ISO 9001:2008. The Contractor's quality management system shall address and apply to all aspects of the Contractor's obligations under the Contract, including but not limited to the requirements set out in the Specification. The Contractor shall either have third party certification from an approved accreditation body or must be operating in preparation for accreditation within one month of the Contract Commencement Date.

The Contractor shall comply with the requirements of the Appendix R quality requirements.

12.3 Project Quality Plan

All work carried out by the Contractor will be subject to and controlled in accordance with a Project Quality Plan (PQP) that the Contractor must submit to E20 for acceptance prior to work commencing. The PQP will set out how the plan integrates with the Contractor's QMS. The PQP will address all elements of ISO 9001:2008 as applicable to the Specification (see ISO 10005: Quality Management Guidelines for Quality Plans for guidance), and identify records to be produced to demonstrate compliance of the works.

Reasons for not accepting the PQP may be that: it is inadequately prepared; is not practicable, or does not incorporate the information which the Specification requires; or that it does not represent a realistic approach to providing the Works.

The Contractor shall ensure that any subcontractor appointed by the Contractor shall operate a quality system enabling him to comply with E20's quality requirements.

12.4 Quality Audits

E20 or Others (acting on behalf of E20) reserve the right to visit any premises of the Contractor, their designers/suppliers/subcontractors for the purpose of undertaking quality audits relating to the equipment and services procured for this Contract. Prior notice of five Business Days will be given to the Contractor of any such audits. A copy of the audit report will be forwarded to the Contractor on completion of the audit. Any findings resulting from such audits that necessitate the implementation of appropriate corrective actions will be reviewed and closed on a time scale to be agreed with the Contract Manager.

The tests and inspections contemplated under the audit schedule are separate from and in addition to any tests, inspections or searches required or instructed by the Contract Manager.

The Contractor shall set up and maintain systems to ensure the timely close out of any audit findings by implementing the necessary corrective and preventative actions to ensure product and process compliance. Audit findings shall be analysed and communicated by the Contractor to the interested parties to enable improvements of systems and processes, and where appropriate, management actions. All audits by the Contractor shall be carried out by appropriately trained and qualified staff, and in accordance with the requirements of ISO10011:2002.

The results of audits (schedule compliance, audit findings, trends, etc.) shall be issued by the Contractor to the Contract Manager, generally for reporting at regular (minimum monthly) quality meetings.

12.5 The Contractor's Quality Manager

The Contractor shall nominate a principal point of contact for quality management issues, who shall be one of the Contractor's Key Personnel. The principal point of contact for quality management will ensure that management and delivery processes are adequate and implemented, and will also ensure that project quality performance data is reported to E20.

12.6 Quality Meetings

Quality meetings shall be attended by E20, the Contractor and Subcontractors (if required).

The meetings are scheduled, organised, chaired and minuted by E20 and provide a forum for the attendees to make key decisions. These meetings also provide a forum for all parties to raise any quality concerns, agree actions for resolution and then monitor the resolution.

E20's representatives may issue reports for discussion at the meetings 3 working days prior to the date of the meeting, to all attendees. The format of such reports is to be agreed between the Supervisor and E20.

Minutes are issued within 5 Business Days of the date of the meeting.

12.7 Quality Monitoring and Reporting

The Contractor shall raise immediate notifications of defects to the Contract Manager as they are detected or become known whether they are existing defects previously undetected or whether they have arisen through and as a result of the scope of Works.

12.8 Inspection and Test Plan

Within each inspection and test plan ("I&TP") the Contractor shall include:

- the procedures and method statements applicable to that element of the Works;
- the use of specifications, standards, best practice, and legislation;
- the requirements for samples, benchmarks, trials and prototypes;
- the requirement for records and other deliverables generated as part of the inspection and test process (including any document/form templates to be used);
- identification of who is responsible for implementing the planned arrangements;
- confirmation of who is responsible for certifying that compliance with requirements has been achieved, and;
- any independent interventions / verifications that may be required by E20, E20, the supervisor, the Subcontractors, third parties and Stakeholders etc. (including, if required, any hold, witness, review and notification requirements).

I&TP's are reviewed, specific interventions identified and then endorsed by E20, Contractor or Subcontractors as appropriate.

12.9 Inspection and Test Certificates

The Contractor shall provide inspection/test certificates in accordance with the Specification, quality plan and policy and quality assurance documentation.

In addition to inspection and test certificates, the Contractor shall provide certificates of compliance for completed areas of work.

12.10 Coordination

The Contractor is responsible to E20 for inspecting the Works in accordance with the I&TP.

E20 or his representatives undertake inspections and/or audits as he deems necessary to monitor that the Works are inspected in accordance with the Specification and the I&TP. E20 or his representatives may also undertake Site inspections and/or audits, as required by E20 and/or E20. Inspection /audit reports may be issued by E20 to the Contractor. The Contractor shall respond to any action/comments raised in the Site inspection/audit reports. The Contractor shall carry out corrective actions to correct defects and to prevent their recurrence. The Contractor will cooperate and assist E20 in these duties.

12.11 Test and Inspection Notice

E20 and their nominated agents reserve the right to witness any inspection/test activity during any stage of the works.

The Contractor shall give a minimum of 5 Business Days' notice for 'Hold Point' inspections in the UK, and 10 Business Days' notice for an overseas subcontractor unless otherwise agreed. A minimum of 24 hours' notice will be required for on-site inspections.

The Contractor shall develop a 2-week 'look ahead' of test and inspection activities and issues this to E20 to enable E20 to witness the testing and inspection activities (if required).

12.12 Inspection and Tests Off Site

The Contractor shall provide for no more than 5 persons from the Contractor, E20, (or others nominated by E20) to inspect on no more than 10 separate visits elements of the Works that are being fabricated or manufactured away from the Site. The Contractor shall ensure that such visits are made in accordance with the agreed I&TP. The Contractor shall manage all costs associated with these inspections.

12.13 Inspection and Test Requirements

The Contractor shall ensure that:

- those staff undertaking the sampling or inspection or testing activities required are trained and competent to carry out the particular activities that they have been assigned;
- records of work instructions / procedures, equipment calibration, training and competence etc. will be maintained for the period specified in the Contract;
- the results of all tests, inspections and verification activities are recorded in accordance with the requirements of the Contract;
- the records, and all related references and supporting information are maintained on an electronic format, in accordance with the requirements of the Contract;
- during the execution of the works, inspection and test records will be made immediately available to E20 as and when required. Records will be maintained in such a manner to allow review by E20 within 3 working days' notice period;
- all laboratories and testing Contractors will be accredited by UKAS (or an EU equivalent) unless otherwise specified or agreed in writing by E20, in consultation E20;
- testing and sampling methodologies will be in accordance with appropriate National or International Standards unless otherwise specified or agreed by E20, and;
- all measuring and test equipment will be calibrated, included within a calibration system and will be traceable to a national reference standard.

13 Management of the Works

13.1 Project Team

The Contractor shall provide competent and appropriately experienced personnel to undertake the roles of Key Personnel (see below).

In the interest of collaboration, E20 shall work with the Contractor to encourage team building and co-operation between E20, other contractors employed by E20, stakeholders and relevant Others.

The Contractor shall identify Key Personnel that will be engaged in the Works as set out in the Contract.

It should be noted that the Key Personnel as defined and the other posts identified in this Specification are required to fulfil the obligations of the Contract and it is not E20's intention to stipulate the number of persons (part or whole) that are required. It is for the Contractor to identify the number.

Acceptance by the Contract Manager of the Key Personnel stated in the Schedule 1 does not constitute acceptance that such individuals are suitable for the roles assigned to them or serve to relieve the Contractor of its duties or obligations under the Contract.

Each of the following is a Key Person:

- Project Manager;
- Site / Operations Manager;
- Lifting Operations Manager;
- Quality Manager;
- Contractor Equipment Coordinator;
- Planner / Scheduler;
- Safety Manager, and;
- Logistics Manager.

The Site / Operations Manager shall be a full time resource dedicated to the Works, will be permanently situated on Site, and will be co-located with the stadium Operator at the Stadium. 1No desk space will be made available at the Stadium for the Site / Operation Manager's use.

Project Execution Plan

Within 4 weeks of the Contract Commencement Date the Contractor shall provide a "Project Execution Plan" which shall set out in detail how the Contractor plans to provide the Works.

The Project Execution Plan shall:

- describe how the Contractor plans to provide the Works to achieve the timescales stated in this Specification;
- describe when the Contractor will provide the plans, procedures and other deliverables required by this Specification to align with and support the programme of Works;
- describe the timing and frequency of the all meetings required by the Specification;
- show how the Contractor will undertake project controls and risk management, including their planning and execution;
- the deliverables, processes, tools and staffing requirements of these procedures;
- how he will undertake risk management;
- all documentation and procedures that are intended to form the Contractor's risk management system, together with the target dates for the issue of each and include the deliverables, processes, tools and staffing requirements of these procedures, and;

- how he will comply with the Procurement requirements of this contract, including all documentation, procedures and tools necessary to undertake his procurement.

After acceptance of the first Project Execution Plan by E20 it shall be updated by the Contractor to reflect any required or proposed changes. Any updated Project Execution Plans are submitted to E20 for acceptance.

13.2 Project Controls Procedures

The Contractor shall provide procedures indicating how he intends to carry out all aspects of the project controls for acceptance by E20. The Contractor shall agree with E20 a timetable for issue of the procedures with a target to issue all procedures within 4 weeks of the Contract Commencement Date. The Contractor's procedures must be drafted with reference to the relevant clauses & appendices within this document.

13.3 Meetings

The Contractor and the Contract Manager shall have joint meetings which will include a review of progress, cost, performance, quality and risk in accordance with the contract meeting schedule shown below. The Contractor shall ensure its subcontractors attend meetings where relevant.

The Contractor and the Contract Manager shall agree the scope, frequency (daily, weekly or monthly), timing, chairman, minute takers and attendees for the joint meetings. The Contractor shall ensure its Subcontractors attend meetings where relevant, and the Contract Manager may invite others to the meetings where relevant. Meetings may be re-scheduled or additional meetings scheduled with the agreement of the Contract Manager.

At a minimum, the Contractor shall attend the following joint meetings:

<u>Contract Meeting Schedule</u>	<u>Frequency</u>
Daily Workplan surgery (during Relocatable Seating Transition Periods)	Daily
Weekly Work plan Meeting (including Surgeries and weekly Test Build Surgeries and Pre-Transition Surgeries) (Chaired by PC)	Weekly
Contract Monthly Progress Review with the Contract Manager	Monthly
Cost and Value Report Meeting	Monthly
Risk Review Meeting	Monthly
Early Warning Meeting	Weekly

Other meetings shall be agreed between the Contractor and the Contract Manager as required.

13.4 Project Controls Audits

The Contractor's project controls operations shall be reviewed periodically by E20 using a systematic approach to ensure that the individual processes have been implemented as

described in the Contractor's project controls procedures, and, that together, these processes provide for efficient and effective control of the contract. A plan of corrective actions shall be established between the Contractor and E20 and then implemented. In addition, the audit provides a formal method of feedback in support of continuous improvement, including the development of enhancements.

E20 reserves the right to undertake detailed audits of the Contractor's project controls systems. The timing and frequency of audits shall be agreed between the Contractor and E20 and noted in a published audit plan. The Contractor shall make available staff as E20 requires, enabling an effective and timely audit to be carried out.

At the completion of the audit, E20 shall prepare a report summarising the results and conveying recommendations for areas that need improvement or enhancement. This will be a formal, constructive report intended to help both E20 and the Contractor in their efforts to effectively monitor and control the Works. A plan for implementing any corrective actions identified shall be agreed between the Contractor and E20. Status against the action plan shall be reported by the Contractor on a 4 weekly basis until all the actions are closed out.

13.5 Cost Control and Reporting

At T-10 a budget will be calculated and submitted by the Contractor.

The original budget provides a baseline reference. The original budget revised for variations and budget transfers is known as the current budget.

The purpose of budget control is to maintain the breakdown of the current budget to reflect contract developments to date (e.g. the implementation of variations) and to communicate the current status of the budget to E20. A formal budget maintenance system shall be developed by the Contractor to keep the budget information current.

The current budget provides a baseline with which to compare the Contractor's actual progress and performance and identify deviations from the baseline for analysis and if necessary action to possibly recover. Within 4 weeks after the Contract Commencement Date the Contractor and E20 will agree on a structure for monitoring the forecast of Charges against the current budget. This restructuring will take into account the requirements of E20's work breakdown structure.

The breakdown of the current budget (and subsequent changes) shall be submitted by the Contractor for review and acceptance by E20 at agreed intervals.

The basis for defining where budgeted costs and resources are contained within the budget structure shall be E20's work breakdown structure. These coding systems provide a logical grouping of like cost items that result in a consistent format for monitoring, reporting, controlling and forecasting cost and performance and for retrieval of historical information. The following are the major quantifiable categories of detail that shall be included.

1. People
 - Direct manual people (within the Worksite)
 - Distributable manual people (within the Worksite)

- Non-manual people (within the Worksite)
2. Equipment
 - Direct equipment
 - Distributable equipment
 3. Plant and Materials
 - Direct / permanent plant and materials
 - Distributable plant and materials
 4. Charges
 5. Manufacture and fabrication
 6. Design
 7. Insurance
 8. Subcontractors
 - Direct Subcontractors
 - Distributable Subcontractors
 9. Fee
 - Direct Fee
 - Subcontract Fee

13.6 Contractor's Procurement Schedule

The Contractor's procurement schedule shall identify each purchase order and subcontract to be placed by the Contractor.

With E20's acceptance, the Contractor may use their own procurement tracking system. Information summarized from the Contractor's procurement schedule shall be used to update the corresponding activities in the Contractor's programme for each reporting period.

13.7 Contractor's Daily Workplan

Work planning and production control will employ the Continuous Process Improvement objective operated collaboratively between the Contractor and E20 and will heavily utilise the last planner toolkit.

During Transition Periods, the Contractor shall submit to E20 by 10:00hrs every day a daily programme covering the activities required to complete the Transition including day to day site fabrication, construction, testing, commissioning and start-up activities. The programme shall report actual work that has taken place in the previous day and planned work for the next three days including the current day.

The daily work plan shall include reasons for targets not being achieved taking into account performance measurement and actions that the Contractor intends to take to recover any lost time. The format of the daily work plan shall in a format accepted by E20.

APPENDICES

Appendix A	O&M Manuals
Appendix B	Performance Specification
Appendix C	Stadium Location and Site Boundary Drawings
Appendix D	Stadium Worksite Drawings
Appendix E	Logistics Strategy
Appendix F	Planning and Statutory Requirements
Appendix H	HSE Standard
Appendix K	Loading Restrictions
Appendix L	T-Process
Appendix M	Code of Construction Practice
Appendix N	Conject Procedures
Appendix O	Record Drawings Procedure
Appendix P	Supplier Protocol
Appendix Q	Design Standards
Appendix R	Quality Requirements
Appendix S	Schedule of 2017 Events

SCHEDULE 3 – CHARGES

1 DEFINITIONS

- 1.1 In this Schedule 3, unless the context indicates otherwise the following expressions shall have the following meanings:

Allowable Costs	the Contractor's costs of providing the Works as calculated in accordance with paragraph 4 of this Schedule 3;
Alternative Transitions	a Transition listed in the table at paragraph 13.1 of this Schedule 3 and as described in more detail in the Specification;
Alternative Transition Target Cost	means the target costs for Alternative Transitions as set out in paragraph 13 of this Schedule 3;
Athletics Operational Mode	has the meaning set out in the Specification;
Athletics Transition	a Transition to reconfigure the Relocatable Seating from Concert Operational Mode to Athletics Operational Mode;
Athletics Transition Target Costs	the target costs for Athletics Transitions as set out in paragraph 12.1 of this Schedule 3;
Completion Bonus Payment	has the meaning set out in paragraph 8 of this Schedule 3;
Concert Operational Mode	has the meaning set out in the Specification;
Concert Transition	a Transition to reconfigure the Relocatable Seating from Pitch Operational Mode to Concert Operational Mode;
Concert Transition Target Costs	the target costs for Concert Transitions as set out in paragraph 12.1 of this Schedule 3;
Day	means a continuous period of 24 hours;
Direct Fee	means the amount calculated by applying the Direct Fee Percentage to the Allowable Cost of (as applicable):

	<p>(a) People (but only where such people have been directly employed by the Contractor prior to the Contract Commencement Date);</p> <p>(b) Facilities (but only those elements identified in paragraph 4.1 as attracting the Direct Fee), or</p> <p>(c) Manufacturing (but only those elements identified in paragraph 4.1 as attracting the Direct Fee),</p> <p>for the relevant Works;</p>
Direct Fee Percentage	■
Enhanced Maintenance Charges	has the meaning set out in paragraph 11.4 of this Schedule 3;
Enhanced Maintenance Works	any standby reactive maintenance works which may be carried out in relation to the Relocatable Seating in response to any requests raised by E20 or any spectators or stewards at an event at the Stadium, and as described in more detail in the Specification;
Pitch Operational Mode	has the meaning set out in the Specification.
Pitch Transition	a Transition to reconfigure the Relocatable Seating from Athletics Operational Mode to Pitch Operational Mode;
Pitch Transition Target Cost	means the target costs for Pitch Transitions as set out in paragraph 12.1 of this Schedule 3;
Planned Maintenance Charge	has the meaning set out in paragraph 9.1 of this Schedule 3;
Planned Maintenance Works	the planned preventative maintenance works to be carried out in relation to the Relocatable Seating, as described in more detail in the Specification;
Pre-Transition Charges	has the meaning set out in paragraph 5.2 of this Schedule 3;
Pre Transition	the period of time which commences when E20 issues a notification to the Contractor of an Operational Mode

Period	Change Date until the start of the Transition Period;
Pre-Transition Surgery	has the meaning set out in paragraph 5.4 of this Schedule 3;
Pre-Transition Works	the Works provided by the Contractor during the Pre Transition Period in order to plan and prepare for a Transition and as described in more detail in the Specification;
Reactive Maintenance Charges	has the meaning set out in paragraph 10.3 of this Schedule 3;
Reactive Maintenance Works	the reactive maintenance works to be carried out in relation to the Relocatable Seating in response to any requests raised by E20 and as described in more detail in the Specification;
Resource Loaded Programme	<p>means the Contractor's resource loaded programme and narrative detailing:</p> <ul style="list-style-type: none"> (a) each activity to be undertaken in respect of the relevant Pre-Transition Works, Transition Works and/or other Works (as applicable); (b) the anticipated level of resources (including people, plant and materials) required to deliver each activity in accordance with the terms of the Contract and the Specification (as updated from time to time); and (c) details of the rates applicable to the labour, plant, materials and other proposed resources (as evidenced by the relevant purchase order or contract between the Contractor and his Subcontractor(s) or supplier(s);
Site	has the meaning set out in the Specification;
Stadium Compound Charges	means the monthly cost of providing the Stadium Compound as agreed between the Parties pursuant to Clauses 16.17 and 41 or a pro rata sum if the Stadium Compound lease is terminated before the end of the relevant month;
Subcontract Fee	the amount calculated by applying the Subcontract Fee Percentage to the Allowable Cost of (as applicable):

	<p>(a) People (but only where the relevant people have been directly employed by the Contractor after the Contract Commencement Date),</p> <p>(b) Materials,</p> <p>(c) Plant,</p> <p>(d) Facilities (but only those elements identified in paragraph 4.1 as attracting the Subcontract Fee),</p> <p>(e) Manufacturing (but only those elements identified in paragraph 4.1 as attracting the Subcontract Fee),</p> <p>(f) Design, or</p> <p>(g) Subcontractors,</p> <p>for the relevant Works;</p>
Subcontract Fee Percentage	■
Surgery	means a Transition Surgery or a Pre-Transition Surgery (as applicable);
Target Costs	means Athletics Transition Target Costs, Pitch Transition Target Costs and Alternative Transition Target Costs;
Transition Charges	has the meaning set out in paragraph 7.2 of this Schedule 3;
Transition Period	<p>the period of time after the Pre Transition Period and before the Operational Mode Change Date, when a Transition takes place.</p> <p>As at the Contract Commencement Date the Transition Periods for certain Transitions are as follows:</p> <p>(a) Concert Transition - 9 Days;</p> <p>(b) Pitch Transition ■ Days; and</p> <p>(c) Athletics Transition - 6 Days</p> <p>(d) Alternative Transition North, South and West Stands – 10 Days</p> <p>(e) Alternative Transition East Stand – 15 Days</p> <p>subject to any adjustment in accordance with paragraph 15 of this Schedule 3.</p>
Transition Surgery	has the meaning set out in paragraph 6.1 of this Schedule 3;

Transition Works	the Works provided by the Contractor in order to implement a Transition, as described in the Specification, and including those outlined [in the section headed "Transition Period" (Section 2.3, and the specific Transitions outlined in Section 2.1)
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2 SCOPE

- 2.1 This Schedule 3 outlines how the Charges will be calculated by the Contractor.
- 2.2 The Charges can be broken down into the following sub-categories:
- (a) Pre-Transition Charges;
 - (b) Transition Charges;
 - (c) Planned Maintenance Charges;
 - (d) Reactive Maintenance Charges; and
 - (e) Enhanced Maintenance Charges

3 RATE CARD

- 3.1 The Rate Card is as set out below:
- Included at Appendix A to this Schedule 3.
- 3.2 Any calculation of labour costs by the Contractor (including subcontracted labour) shall always be based upon the Rate Card.
- 3.3 Any calculation of plant costs by the Contractor shall always be based on the Rate Card.
- 3.4 The Contractor warrants that the line items within the Rate Card are representative of the Contractor's labour and plant costs only, and do not contain any element of profit or overheads.
- 3.5 The Contractor shall submit a Resource Loaded Programme to E20 at least 3 Business Days prior to a Pre-Transition Surgery or Transition Surgery (as applicable). The Resource Loaded Programme must demonstrate that the level of resources proposed are reasonably and properly necessary to comply with the requirements of the Contract and Specification and reflect the optimum, best value and most efficient solution for E20.
- 3.6 The anticipated level of resourcing in the Resource Loaded Programme must

be agreed by the Contractor with E20 prior to such resources being deployed by the Contractor to carry out the Pre-Transition Works and/or Transition Works (as applicable).

- 3.7 The Contractor shall be entitled to adjust the line items within the Rate Card on each anniversary of the Contract Commencement Date in accordance with any corresponding percentage increase in the Retail Prices Index over the previous 12 month period. Any percentage increase applied to the line items within the Rate Card shall be capped at a maximum of 5% per annum.

4 ALLOWABLE COSTS

- 4.1 Allowable Costs will be calculated in accordance with the formula below:

ALLOWABLE COSTS	=	PEOPLE + MATERIALS + PLANT + FACILITIES + MANUFACTURING + DESIGN + SUBCONTRACTORS LESS DISALLOWED COST
<u>Where</u>		
People	=	<p>The Contractor's reasonable, necessary, properly incurred and evidenced costs of providing management and labour (whether directly or indirectly employed by the Contractor) engaged in providing the Works at the Site.</p> <p>These costs shall be calculated by applying the rates set out in the Rate Card to the hours of labour incurred plus the Direct Fee or, in respect of any people directly employed by the Contractor after the Contract Commencement Date (and who are not replacements of people who were directly employed by the Contractor prior to the Contract Commencement Date), the Subcontract Fee.</p> <p>In order to evidence these costs the Contractor must provide E20 with weekly timesheets for the people engaged in providing the Works at the Site, which are signed by the individual and countersigned by an authorised signatory, clearly stating the Works undertaken and in which location.</p> <p>In addition, E20 may (at its sole discretion) use its records from application of biometric data to evidence these costs.</p> <p>E20 also reserves the right to verify weekly outputs from SAGE (or such equivalent system as E20 may agree to) which clearly detail the names of the individuals and hours worked to support the information contained in the weekly timesheets.</p> <p>The Contractor shall not be entitled to claim as Allowable Cost any costs of People which do not correlate to weekly</p>

		timesheets (as supported by the relevant SAGE (or equivalent) outputs) which have been previously approved in writing by E20.
Materials	=	<p>The Contractor's reasonable, necessary, properly incurred and evidenced costs of:</p> <ul style="list-style-type: none"> • purchasing materials which have been delivered to the Site for incorporation within the Works; • delivery of such materials to and from the Site; • providing and removing packaging; and • samples and tests as required by the Specification. <p>This cost shall be calculated as the total of the materials costs paid by the Contractor, plus the Subcontract Fee.</p> <p>In order to evidence these costs the Contractor must provide E20 with the invoice it has received for those costs (including the quantities of the materials purchased and applicable rates) and the underlying agreement or purchase order between the Contractor and his supplier.</p>
Plant	=	<p>The reasonable, necessary, properly incurred and evidenced costs of any plant or machinery directly engaged by the Contractor to provide the Works at the Site.</p> <p>This cost is calculated by applying the rates set out in the Rate Card to the permissible hours incurred (as agreed by the Parties from time to time, whether at a Surgery or otherwise), plus the Direct Fee Percentage.</p>
Facilities	=	<p>The Contractor's reasonable, necessary, properly incurred and evidenced costs of the following, which are incurred for the purpose of providing the Works:</p> <ul style="list-style-type: none"> • payments made for the provision and use at the Site of water, gas and electricity; • equipment, catering, medical facilities and first aid, surveying and setting out as required for the provision of the Works and in each case during a Transition; or • payments made to public authorities and other properly constituted authorities of charges which they are authorised to make in respect of the Works.

		<p>This cost shall be calculated as the total of the actual facilities costs paid by the Contractor, plus the Subcontract Fee or (in relation to direct internal costs) the Direct Fee.</p> <p>In order to evidence these costs the Contractor must provide E20 with the invoice or receipt (as applicable) it has received for those costs and the underlying agreement or purchase order between the Contractor and his supplier.</p>
Manufacturing	=	<p>The Contractor's reasonable, necessary, properly incurred and evidenced costs of manufacture and fabrication of plant and materials, which are:</p> <ul style="list-style-type: none"> • wholly or partly designed specifically for the provision of the Works; and • manufactured or fabricated outside the Site. <p>This cost shall be calculated as the total of the actual manufacturing costs paid by the Contractor, plus the Subcontract Fee or, in respect only of manufacture and fabrication undertaken directly by the Contractor, the Direct Fee.</p> <p>In order to evidence these costs the Contractor must provide E20 with the invoice it has received for those costs and the underlying agreement or purchase order between the Contractor and his supplier.</p>
Design	=	<p>The Contractor's reasonable, necessary, properly incurred and evidenced costs of off-Site design of any test or temporary works or services which consists of:</p> <ul style="list-style-type: none"> • the total of the hours worked by employees multiplied by the agreed hourly rates for the categories of employees listed (as set out in the Rate Card); and • the cost of travel to and from the Site for the agreed categories of design employees utilised. <p>This cost shall be calculated as the total of the actual design costs paid by the Contractor, plus the Direct Fee Percentage.</p> <p>In order to evidence these costs the Contractor must provide E20 with weekly timesheets for the people engaged in providing off-Site design of any test or temporary works or services. Such timesheets must be signed by the individual and countersigned by an authorised signatory, clearly stating</p>

		the off-Site design work undertaken and in which location.
Subcontractors	=	<p>Except as already covered in the calculation of "People", the Contractor's reasonable, necessary, properly incurred and evidenced costs of any Subcontractors directly engaged in providing the Works at the Site.</p> <p>This cost shall be calculated as the total of the actual subcontractor costs paid by the Contractor, plus the Subcontract Fee.</p> <p>In calculating this cost the Contractor shall not be entitled to take into account:</p> <ul style="list-style-type: none"> • any cost of remedying defects in the Works which arise out of its Subcontractors' failure to perform its obligations under the terms of the relevant sub-contract; • any cost associated with the Contractor's mismanagement of its Subcontractors; or • any cost incurred by the Contractor as a result of any other default of the Subcontractor, or due to a Subcontractor becoming Insolvent.
Disallowed Cost	=	<p>Cost which E20 decides:</p> <ul style="list-style-type: none"> • is not justified by the Contractor's accounts or records; or • which should not have been paid to a Subcontractor or supplier in accordance with his contract, <p>and</p> <ul style="list-style-type: none"> • the cost of plant, materials, facilities or other resources not used to provide the Works at the Site; • any cost of People for hours of labour incurred which do not correlate to timesheets which have been previously approved by E20; • the cost of remedying defects in the Works which arise out of the Contractor's failure to perform its obligations under the terms of the Contract; • any cost incurred by the Contractor as a result of its own default or breach of the Contract, or due to the

	<p>Contractor becoming Insolvent; and</p> <ul style="list-style-type: none"> • any other cost which E20 is entitled to deduct under the terms of the Contract.
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4.2 The Contractor warrants that the Allowable Costs are representative of the actual costs incurred only, and do not contain any element of profit or overheads.

4.3 All costs which are not included in Allowable Costs, plus the cost of providing the items listed in section a (preliminaries) of paragraph 1.6 of Schedule 2, are treated as included in the Direct Fee or Subcontract Fee.

5 PRE TRANSITION CHARGES

5.1 In consideration of the provision of the Pre Transition Works provided by the Contractor in accordance with the Contract, E20 shall pay the Contractor the Pre-Transition Charges as set out in this paragraph 5.

5.2 Subject to paragraphs 5.4 and 5.5 below, the Contractor shall be entitled to charge E20 for the Allowable Costs which it has reasonably, necessarily and properly incurred in providing the Pre Transition Works (the "**Pre-Transition Charges**").

5.3 The Contractor shall submit monthly applications for payment to E20 for the Pre Transition Charges in accordance with Clause 9. Any applications for payment submitted to E20 for the Pre Transition Charges must solely relate to Pre Transition Works completed in accordance with the terms of the Contract during the Pre Transition Period.

5.4 From and including the Contract Commencement Date, the Contractor shall hold a weekly meeting with E20 every Monday morning, where the parties will discuss the Pre-Transition Works planned for the following week and the Resource Loaded Programme in respect of those Pre-Transition Works (a "**Pre-Transition Surgery**").

5.5 At the following Pre-Transition Surgery, the Contractor shall provide reasonable explanations and evidence to E20 for any variances to the Resource Loaded Programme previously agreed by E20 or (if it was not agreed by E20 in its entirety) those resource levels that have been previously agreed, for the previous week.

6 TRANSITION SURGERIES

6.1 During each Transition Period the Contractor shall hold a meeting with E20,

the Contract Manager and Others (where applicable) every afternoon (including weekends), where the Parties will discuss and identify any issues or problems that could have the potential to delay Completion of the Transition beyond the Operational Mode Change Date, and how any such delays or impediments can be avoided (a "**Transition Surgery**").

- 6.2 During each Transition Surgery, the Contractor and E20 will discuss the Resource Loaded Programme previously agreed by E20 or (if it was not agreed by E20 in its entirety) those resource levels that have been previously agreed for the applicable Transition.
- 6.3 At the following Transition Surgery, the Contractor shall provide reasonable explanations and evidence to E20 for any variances to the previously agreed resource levels for the applicable Transition.

7 TRANSITION CHARGES

- 7.1 In consideration of the provision of the Transition Works provided by the Contractor in accordance with the Contract, E20 shall pay the Contractor the Transition Charges as set out in this paragraph 7.
- 7.2 The Contractor shall be entitled to charge E20 for the Allowable Costs which it has reasonably, necessarily and properly incurred in providing the Transition Works (the "**Transition Charges**").
- 7.3 The Contractor shall submit applications for payment monthly, and at Completion of a relevant Transition, to E20 for the Transition Charges in accordance with Clause 9. Any applications for payment submitted to E20 for the Transition Charges must solely relate to Transition Works Completed in accordance with the terms of the Contract during the relevant Transition Period. Where the Contractor has been unable to Complete a Transition due to a Force Majeure Event or any breach of this Contract by E20 or any of E20's employees, agents and/or sub-contractors, then it shall be entitled to submit an invoice to E20 for the Transition Charges which relate to Transition Works carried out but not yet Completed.
- 7.4 Where the Contractor has failed to Complete a Transition by the Operational Mode Change Date (unless such failure to Complete a Transition is caused by a Force Majeure Event or any breach of this Contract by E20 or any of E20's employees, agents and/or sub-contractors), the Contractor shall not be entitled to either:
- (a) the Direct Fee; or
 - (b) the Subcontract Fee.

8 COMPLETION BONUS PAYMENT

- 8.1 If the Contractor has Completed either a Concert Transition or a Pitch

Transition within the Transition Period then subject to paragraphs 8.2,8.3 and 8.4 below, it shall be entitled to a bonus payment in addition to its Allowable Costs, calculated in accordance with Table 1 below (a "**Completion Bonus Payment**").

8.2 The Completion Bonus Payment is only payable:

- (a) in respect of Concert Transitions and Pitch Transitions; and
- (b) on successful Completion of the entire Concert Transition or Pitch Transition (as applicable) in accordance with the Contract.

Table 1 – Completion Bonus Payment

Date of Completion of a Transition	Completion Bonus for a Concert Transition	Completion Bonus for a Pitch Transition
Completion achieved 5 Days prior to the final Day of the Transition Period		
Completion achieved 4 Days prior to the final Day of the Transition Period		
Completion achieved 3 Days prior to the final Day of the Transition Period		
Completion achieved 2 Days prior to the final Day of the Transition Period		
Completion achieved 1 Day prior to the final Day of the Transition Period		
Completion on the final Day of the Transition Period		

8.3 Payment to the Contractor of a Completion Bonus Payment is conditional

upon the Contractor having Completed the relevant Transition by the Operational Mode Change Date in accordance with the applicable Target Costs.

- 8.4 A Completion Bonus Payment in accordance with this paragraph 8 is subject to any adjustments to the Transition Periods in accordance with paragraph 15 (Transition Period Adjustments). Example 1 below highlights how this would work in practice:

Example 1 – Pitch Transition

- As at the Contract Commencement Date the Transition Period for a Pitch Transition is [REDACTED] Days.
- If the Contractor Completes the Year 1 Pitch Transition during the [REDACTED] Day of the Transition Period, this means Completion is achieved [REDACTED] Days prior to the final Day of the Transition Period. The Contractor is entitled to a bonus payment of [REDACTED] in accordance with Table 1 above.
- In accordance with paragraph 15 the Transition Period for a future Pitch Transition is then reduced to [REDACTED]
- If the Contractor then completes the Year 2 Pitch Transition during the 10th Day of the Transition Period, this means Completion is achieved on the final Day of the Transition Period. The Contractor is then entitled to a bonus of [REDACTED].
- To be entitled to the same [REDACTED] bonus in Year 2 as in Year 1, the Contractor would need to complete the Year 2 Pitch Transition in [REDACTED].

9 PLANNED MAINTENANCE CHARGE

- 9.1 In consideration of the provision of the Planned Maintenance Works to be provided by the Contractor in accordance with the Contract, E20 shall pay the Contractor the monthly charge set out in Table 2 below (the "**Planned Maintenance Charge**"):

Charge	Amount per Month
Year 1 Planned Maintenance Charge	[REDACTED]
Year 2 Planned Maintenance Charge	[REDACTED]
Year 3 Planned Maintenance Charge	[REDACTED]
Year 4 Planned Maintenance Charge	[REDACTED]

Year 5 Planned Maintenance Charge	
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- 9.2 The Contractor shall submit monthly applications for payment to E20 for the Planned Maintenance Charge in accordance with Clause 9.

10 REACTIVE MAINTENANCE WORKS

- 10.1 In consideration of the provision of the Reactive Maintenance Works provided by the Contractor in accordance with the Contract, E20 shall pay the Contractor the Reactive Maintenance Charges as set out in this paragraph 10.
- 10.2 Where E20 submits a request to the Contractor for Reactive Maintenance Works, both parties acting reasonably shall agree the resource levels and an Allowable Costs budget for the Reactive Maintenance Works required (a "**Reactive Maintenance Budget**").
- 10.3 The Contractor shall be entitled to charge E20 for the Allowable Costs which it has reasonably, necessarily and properly incurred in providing the Reactive Maintenance Works (the "**Reactive Maintenance Charges**"). Should the Contractor not be able to provide a reasonably satisfactory explanation to E20 as to why any additional costs beyond the scope of the Reactive Maintenance Budget have been incurred then such costs are not permitted to be included within its calculation of the Reactive Maintenance Charges for the relevant event.
- 10.4 The Contractor shall submit monthly applications for payment to E20 for the Reactive Maintenance Charges in accordance with Clause 9. Any applications for payment submitted to E20 for the Reactive Maintenance Charges must solely relate to Reactive Maintenance Works completed in accordance with the terms of the Contract during the preceding month.

11 ENHANCED MAINTENANCE WORKS

- 11.1 Upon E20's request the Contractor shall hold a meeting with E20 to discuss any upcoming Events being held at the Stadium and the anticipated resource levels required to provide the Enhanced Maintenance Works at the relevant Event (an "**Event Planning Session**").
- 11.2 At the Event Planning Session, both parties acting reasonably shall agree the resource levels and an Allowable Costs budget for the Enhanced Maintenance Works required at the applicable Event (an "**Event Budget**"). The Event Budget must be finalised at least two (2) weeks before the relevant Event is due to be held.
- 11.3 In consideration of the provision of the Enhanced Maintenance Works provided by the Contractor at the applicable event, E20 shall pay the

Contractor the Enhanced Maintenance Charges as set out in this paragraph 11.

11.4 The Contractor shall be entitled to charge E20 for the Allowable Costs which it has reasonably, necessarily and properly incurred in providing the Enhanced Maintenance Works (the "**Enhanced Maintenance Charges**"). Should the Contractor not be able to provide a reasonably satisfactory explanation to E20 as to why any additional costs beyond the scope of the Event Budget have been incurred then such costs are not permitted to be included within its calculation of the Enhanced Maintenance Charges for the relevant Event.

11.5 The Contractor shall submit monthly applications for payment to E20 for the Enhanced Maintenance Charges in accordance with Clause 9.

12 PITCH, ATHLETICS AND CONCERT TRANSITION TARGET COSTS

12.1 As at the Contract Commencement Date, the following Target Costs shall apply to the following Pitch Transitions, Concert Transitions and Athletics Transitions:

Transition Type	Year	Athletics Transition Target Costs	Pitch Transition Target Costs	Concert Transition Target Costs
Concert Transition	Year 1	N/A	N/A	
Concert Transition	Year 2	N/A	N/A	
Concert Transition	Year 3	N/A	N/A	
Concert Transition	Year 4	N/A	N/A	
Concert Transition	Year 5	N/A	N/A	
Athletics Transition	Year 1		N/A	N/A
Athletics Transition	Year 2		N/A	N/A
Athletics Transition	Year 3		N/A	N/A

Athletics Transition	Year 4		N/A	N/A
Athletics Transition	Year 5		N/A	N/A
Pitch Transition	Year 1	N/A		N/A
Pitch Transition	Year 2	N/A		N/A
Pitch Transition	Year 3	N/A		N/A
Pitch Transition	Year 4	N/A		N/A
Pitch Transition	Year 5	N/A		N/A

12.2 For each Pitch Transition, Athletics Transition or Concert Transition Completed, the Contractor shall be entitled to payment of the Transition Charges in accordance with paragraph 7 of this Schedule 3 except that:

- (a) to the extent the applicable Transition Charges exceed the applicable Pitch Transition Target Costs, Athletics Transition Target Costs or Concert Transition Target Costs, the Contractor shall make a "Painshare" payment to E20 equal to 50% of the difference between the applicable Pitch Transition Target Costs, Athletics Transition Target Costs or Concert Transition Target Costs and the Transition Charges; or
- (b) to the extent the applicable Transition Charges are less than the applicable Pitch Transition Target Costs, Athletics Transition Target Costs or Concert Transition Target Costs:
 - (i) E20 shall make a "Gainshare" payment to the Contractor of 50% of the difference between the relevant Pitch Transition Target Costs, Athletics Transition Target Costs or Concert Transition Target Costs (as applicable) and the applicable Transition Charges; and
 - (ii) the Pitch Transition Target Costs, Athletics Transition Target Costs or Concert Transition Target Costs (as applicable) for any subsequent Pitch Transitions, Concert Transitions or Athletics Transitions (as applicable) shall be reduced proportionately to

reflect the actual Transition Charges payable by E20 for the previous Pitch Transition, Concert Transition or Athletics Transition (as applicable) to which the Gainshare payment was attributed. Example 1 below highlights how this would work in practice:

Example 1 – Pitch Transition

- *Pitch Transition Target Costs for the Year 1 Pitch Transition are [£1,000]*
- *The Contractor Completes the Year 1 Pitch Transition and the Transition Charges are [£900]. This represents a 10% reduction on the applicable Pitch Transition Target Costs.*
- *The Pitch Transition Target Costs for Pitch Transition in Years 2 – 5 shall each be reduced by 10%.*
- *If the Year 2 Pitch Transition is then Completed and the Transition Charges are less than the revised Pitch Transition Target Costs (as per the bullet point above), the same process will be repeated to apply a proportionate reduction to the Pitch Transition Target Costs for the Year 3-5 Pitch Transitions to reflect the percentage reduction on the Transition Charges payable in respect of the Year 2 Pitch Transition.*
- *This process will apply to all further Pitch Transitions, Concert Transitions and Athletics Transitions.*

12.3 To the extent the applicable Transition Charges for a Pitch Transition, Concert Transition or Athletics Transition are equal to the Pitch Transition Target Costs, Concert Transition Target Costs or Athletics Transition Target Costs (as applicable), no "Painshare" or "Gainshare" payments shall be due.

12.4 The intention behind this paragraph 12 is to incentivise the Contractor to achieve efficiencies in Completing Transitions over the Term. The mechanism set out in paragraph 12.2 will apply to all subsequent Pitch Transitions, Concert Transitions or Athletics Transitions Completed during the Term, with the Pitch Transition Target Costs, Concert Transition Target Costs or Athletics Transition Target Costs (as applicable) being reduced each time the Transition Charges for a Completed Pitch Transition, Concert Transition or Athletics Transition are less than the previously applicable Pitch Transition Target Costs, Concert Transition Target Costs or Athletics Transition Target Costs.

13 ALTERNATIVE TRANSITIONS

13.1 As at the Contract Commencement Date, the following Target Costs shall apply to the following Transitions as may be instructed by E20 from time to time, each as described in more detail in Schedule 2 (Specification) (the "**Alternative Transitions**"):

Transition Type	Alternative Transition Target Costs
Use of Sapa bridges and walkways in North and South stands	
Removal/installation of front 7 rows to the East and West Stands	
Transition of the North stand in isolation from Pitch Operational Mode into Concert Operational Mode	
Transition of the South stand in isolation from Pitch Operational Mode into Concert Operational Mode	
Transition of the East stand in isolation from Pitch Operational Mode into Concert Operational Mode	
Transition of the West stand in isolation from Pitch Operational Mode into Concert Operational Mode	
Transition of the North stand in isolation from Concert Operational Mode into Pitch Operational Mode	
Transition of the South stand in isolation from Concert Operational Mode into Pitch Operational Mode	
Transition of the East stand in isolation from Concert Operational Mode into Pitch Operational Mode	
Transition of the West stand in isolation from Concert Operational Mode into Pitch Operational Mode	

13.2 For each Alternative Transition Completed, the Contractor shall be entitled to payment of the Transition Charges in accordance with paragraph 7 of this Schedule 3 except that:

- (a) to the extent the applicable Transition Charges exceed the total Alternative Transition Target Costs, the Contractor shall make a "Painshare" payment to E20 equal to [REDACTED] of the difference between

the Alternative Transition Target Costs and the Transition Charges; or

- (b) to the extent the applicable Transition Charges are less than the total Alternative Transition Target Costs E20 shall make a "Gainshare" payment to the Contractor of [REDACTED] of the difference between the total Alternative Transition Target Costs and the applicable Transition Charges.

- 13.3 To the extent the applicable Transition Charges for an Alternative Transition are equal to the Alternative Transition Target Costs (as applicable), no "Painshare" or "Gainshare" payments shall be due.

14 TARGET COST ADJUSTMENTS

- 14.1 Subject to paragraphs 14.2 and 14.3 below the Target Costs shall not increase during the Term.

- 14.2 If the Rate Card is adjusted pursuant to paragraph 3.7 of this Schedule 3, then the parties acknowledge that the Pitch Transition Target Costs, Alternative Transition Target Costs and Athletics Transition Target Costs shall be adjusted accordingly to reflect the impact any changes to the Rate Card would have had on the calculation of the applicable Pitch Transition Target Costs, Alternative Transition Target Costs and Athletics Transition Target Costs.

- 14.3 Where the location of the Stadium Compound changes in accordance with the terms of this Contract and that location is more than ten miles from the Site (by road) and either increases or decreases the actual cost of delivering materials or Seating Components to and from the Site, the parties shall agree (and effect) the corresponding change to the Pitch Transition Target Costs, Alternative Transition Target Costs and Athletics Transition Target Costs in accordance with the procedure in Clause 41.

15 TRANSITION PERIOD ADJUSTMENTS

- 15.1 To the extent that the Contractor Completes a Transition before the end of the applicable Transition Period, the Transition Period for any subsequent Transition of the same type (for example a Pitch Transition, Concert Transition or Athletics Transitions (as applicable)) shall be reduced proportionately to reflect the actual time taken to Complete the previous Transition of the same type. Example 1 below highlights how this would work in practice:

Example 1 – Pitch Transition

- *As at the Contract Commencement Date the Transition Period for a Pitch Transition is [REDACTED]*
- *If the Contractor Completes the Year 1 Pitch Transition in [REDACTED], this*

represents a [REDACTED] reduction on the Transition Period for a Pitch Transition.

- The Transition Period for the Year 2-5 Pitch Transitions shall then be reduced by [REDACTED] (to [REDACTED]).
- If the Year 2 Pitch Transition is then Completed in [REDACTED], the same process will be repeated to apply a further reduction to the Transition Period for the Years 3-5 Pitch Transitions to reflect the reduction in the number of Days required by the Contractor to Complete the Year 2 Pitch Transition.
- This process will apply to all further Pitch Transitions, Concert Transitions and Athletics Transitions.

16 STADIUM COMPOUND CHARGES

- 16.1 After 1 December 2017, and only where and for the period(s) during the Term when the Contractor provides the Stadium Compound in accordance with the terms of the Contract, E20 shall pay the Contractor the Stadium Compound Charges each month as set out in this paragraph 16.
- 16.2 Where and to the extent that E20 is required under paragraph 16.1 above to pay the Contractor the Stadium Compound Charges, the Contractor shall submit monthly applications for payment to E20 for the Stadium Compound Charges in accordance with Clause 9.

APPENDIX A RATE CARD

**Stadium Relocatable Seating
Rate Card**

	Job Title	Hourly Rate Weekday	Hourly Rate Weekday Night	Hourly Rate Weekend Day	Hourly Rate Weekend Night
Operative 1 (internal)	Scaffolder				
Operative 2 (internal)	Overlay Fixer				
Operative 3 (internal)	Logistics Manager				
Operative 4 (internal)	Supervisor (Black Hat)				
Operative 5 (internal)	Labour Supervisor				
Operative 6 (internal)	Admin				
Operative 7 (internal)	Procurement				
Operative 8 (internal)	Surveyor				
Operative 9 (internal)	Chain Boy				
Operative 10 (internal)	Project Manager				
Operative 11 (internal)	Site/Operations Manager				
Operative 12 (internal)	Lifting Operations Manager				
Operative 13 (internal)	Contractor Equipment Coordinato				
Operative 14 (internal)	Planner/Scheduler				
Operative 15 (internal)	Safety Manager				
Operative 16 (internal)	Logistics Manager				
Operative 1 (sub contract)	Multi Service Labourer				
Operative 2 (sub contract)	Labourer				
Operative 3 (sub contract)	Forklift Driver				
Operative 4 (sub contract)	Traffic Marshall/Banksman				
Operative 5 (sub contract)	Fixer				
Operative 6 (sub contract)	Merlo Telehandler Driver				
Operative 7 (sub contract)	Slinger/Signaller				
Operative 8 (sub contract)	Air Skates Team				
Operative 9 (sub contract)	Security Supervisor				
Operative 10 (sub contract)	Security Operative				
Operative 11 (sub contract)	Lift Supervisor				
Operative 12 (sub contract)	Nurse				
Operative 13 (sub contract)	Cleaner				
Operative 14 (sub contract)	Programme Manager				
Plant 1	Forklift Gas 2T				
Plant 2	Hiab Truck				
Plant 3	Flatbed Truck				
Plant 4	Transit Dropside				
Plant 5	Fuel Bowsers				
Plant 6	12 Yard Skip				
Plant 7	Kawasaki Buggy				
Plant 8	Welfare Facilities(Compounds)				
Plant 9	Stores				
Plant 10	100 ton Cran (Includes operator)				
Plant 11	Air Skate Compressors & Ancillari				
Plant 12	Scissor Lift 8m				
Plant 13	Cherry Picker HR15N				
Design 1	Design Director				
Design 2	Designer				
Design 3	Technician				
Design 4	Assistant				