

**DATED 30 JANUARY 2015**

**(1) LONDON STADIUM 185 LIMITED**

**(2) DELAWARE NORTH COMPANIES (UK) HOSPITALITY SERVICES LIMITED**

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**CATERING AGREEMENT**  
relating to Stadium and South Park

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**THIS AGREEMENT** is made on 30 January **2015**

**BETWEEN:-**

- (1) **LONDON STADIUM 185 LIMITED**, a company registered in England and Wales, with company number 09359341, whose registered office is at 1 Park Row, Leeds, LS1 5AB (the "**Operator**"); and
- (2) **DELAWARE NORTH COMPANIES (UK) HOSPITALITY SERVICES LIMITED**, a company registered in England and Wales, with company number 05165828, whose registered office is at 100 New Bridge Street, London EC4V 6JA (the "**Caterer**").

**BACKGROUND**

- (A) The Operator and the Grantor have entered into the Operator Agreement in relation to the provision of services by the Operator at the Stadium and South Park. As part of the Operator Agreement the Operator is required to provide catering services.
- (B) The Caterer has extensive experience in providing catering services to arenas and other public venues similar to the Stadium.
- (C) The Operator wishes to appoint the Caterer to provide the Catering Services at the Site and the Caterer has agreed to provide the Catering Services in accordance with and on the terms of this Agreement.

**IT IS AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 This Agreement shall be interpreted in accordance with the provisions in Appendix 1 (*Definitions and Drafting Conventions*).

**2. COMMENCEMENT AND DURATION**

- 2.1 Subject to Clause 2.2 below and the provisions for earlier termination set out in Clause 32.1 (*Caterer Default*), this Agreement shall come into force on the Effective Date and shall terminate automatically without notice at 23:59 hours on the day immediately prior to the twenty-fifth (25th) anniversary of the South Park Commencement Date.

2.2



**3. PURPOSE AND COMMUNICATIONS**

- 3.1 The Operator grants to the Caterer the right to provide the Catering Services, including the right to sell, promote, prepare and dispense the Refreshments at the Site pursuant to and in accordance with this Agreement.
- 3.2 The Parties agree that the Caterer's rights to provide the Catering Services under Clause 3.1 shall be:
  - 3.2.1 exclusive in respect of all West Ham Events;
  - 3.2.2 exclusive in respect of all UKA Events, including (subject to agreement on specification and pricing with London 2017 Limited and London Championships Limited) the 2017 WAC and 2017 PAC;

- 3.2.3 exclusive in respect of all ER2015 Events for all Catering Services except the Hospitality Catering services described in Paragraph 1.1.2 of Schedule 1 Part 1 (*Scope of Catering Services*) (in respect of which the Caterer shall have non-exclusive rights);
- 3.2.4 exclusive in respect of all Functions, tours of the Stadium and the operation of the catering Kiosks located in the South Park, and that the Caterer shall also have the exclusive right to promote and sell the Functions and tours of the Stadium; and
- 3.2.5 [REDACTED]
- 3.3 The Caterer agrees to perform its obligations (including the provision of the Catering Services) and pay the Concession Fees as set out in this Agreement.
- 3.4 The Caterer acknowledges that the Catering Services provided for under this Agreement are provided for the benefit of the Operator and (subject to Clauses 4.4 and 37.5) the Primary Users.
- 3.5 This Agreement does not permit the Caterer to carry out any activities at the Site other than those described or envisaged in this Agreement or to use the Catering Facilities or Office Facilities for any purpose other than that described in this Agreement.
- 3.6 The Operator shall appoint a representative (the "**Operator's Representative**") and the Operator's Representative shall act on the Operator's behalf in liaising with the Caterer's Representative and the Caterer on all aspects of the Catering Services.
- 3.7 The acts and omissions of the Operator's Representative shall be binding on the Operator save where the Operator has notified the Caterer that the Operator's Representative's authority has been revoked. The Operator shall promptly (and in any event within five (5) Business Days) notify the Caterer in writing of any change to the identity of the Operator's Representative.
- 3.8 The Caterer shall appoint a representative (the "**Caterer's Representative**") and the Caterer's Representative shall act on the Caterer's behalf in liaising with the Operator's Representative and the Operator on all aspects of the Catering Services.
- 3.9 The acts and omissions of the Caterer's Representative shall be binding on the Caterer save where the Caterer has notified the Operator that the Caterer's Representative's authority has been revoked. The Caterer shall promptly (and in any event within five (5) Business Days) notify the Operator in writing of any change to the identity of the Caterer's Representative.
- 3.10 Without prejudice to Clause 3.11, the Caterer shall not, unless it does so in accordance with the communications/operational protocol referred to in Clause 3.11 or it has otherwise obtained the prior written consent of the Operator's Representative, communicate directly with any of the following insofar as those communications relate to the provision of the Catering Services or performance of its other obligations under this Agreement, the operation of the Catering Facilities or any Events to be undertaken at the Site (whether or not the Caterer is required to provide services in relation to such Events):
  - 3.10.1 the Grantor;
  - 3.10.2 the Operator's other subcontractors for the provision of works and/or services at the Site;
  - 3.10.3 any Primary User; or
  - 3.10.4 any Event Organiser.
- 3.11 The Operator shall provide the Caterer with a communications/operational protocol in relation to dealing with those parties referred to in Clause 3.10, other third parties and members of the public, as soon as reasonably practicable following the Effective Date and in any event by 28 February 2015. The Caterer acknowledges that the Operator may from time to time provide the Caterer with updates to that communications/operational protocol. As part of the Catering Services the Caterer shall comply with the requirements of such protocol or updates.

#### 4. DUE DILIGENCE AND RELATED AGREEMENTS

- 4.1 The Caterer has satisfied itself as to the risks, contingencies, costs and circumstances relating to the performance of this Agreement (including the provision of the Catering Services) before entering into this Agreement. The Caterer accepts the design of the Stadium (including the location of points of access for utilities) as set out in the Transformation Works Tier 1 Contract (as defined in the Operator Agreement) and on the basis of any other information provided or communicated to it prior to the Effective Date (including during any Site visits). The Caterer will have no claim against the Operator (including for any additional charges or costs) or relief from any of its obligations under this Agreement in respect of (i) any risk, contingency or other circumstance known or reasonably identifiable (whether from information or material provided by the Operator to the Caterer or otherwise) prior to the Effective Date, (ii) any assumption made by the Caterer or (iii) subject to Clauses 4.2 and 4.3, the design of the Stadium being unsuitable for the provision of the Catering Services, to the extent that the design (including the location of points of access for utilities) is consistent with the Transformation Works Tier 1 Contract (as defined in the Operator Agreement) and any other information provided or communicated to the Caterer prior to the Effective Date.
- 4.2 The Operator shall consult with the Caterer in relation to any exercise of the Operator's rights under clause 5.4 of the Operator Agreement to the extent that this relates to the Catering Services or the performance of the Caterer's other obligations under this Agreement. If the Caterer (acting reasonably) believes that the Transformation Works have not been carried out in accordance with the Transformation Works Tier 1 Contract (as defined in the Operator Agreement), the Caterer shall notify the Operator thereof as soon as reasonably practicable giving reasons for such belief. If the Operator agrees (acting reasonably) that the Transformation Works have not been carried out in accordance with the Transformation Works Tier 1 Contract (as defined in the Operator Agreement), the Operator shall (in consultation with the Caterer) pursue such rights as are available to it pursuant to the Operator Agreement or the Transformation Works Warranty (as defined in the Operator Agreement), and the provisions of Clause 19.2 shall apply to the extent that the Operator incurs any costs in pursuing such matter on the Caterer's behalf.
- 4.3 In the event that the shell and core of the Catering Facilities made available by the Grantor pursuant to the Operator Agreement is not compliant, in its as-built form, with the information provided or communicated to the Caterer prior to the Effective Date (including by reference to the Grantor's responsibilities as set out in Appendix G (QEOP Stadium Capital Scope Summary) of schedule 2 (Services Specification) of the Operator Agreement) and Clause 4.2 does not apply, the Operator and the Caterer shall co-operate and agree (each acting reasonably) the appropriate course of action, including in relation to pursuing any Claims against a third party. In the event that the Operator pursues any such Claim, the provisions of Clause 19 (Equivalent Project Relief) shall apply as if such Claim was made against the Grantor.
- 4.4 The Caterer acknowledges that:
- 4.4.1 redacted versions of the Related Agreements have been provided to the Caterer (as set out in Schedule 6 (*Related Agreements*)), and the Caterer is deemed to have knowledge, and be fully aware, of the provisions set out in those redacted versions of the Related Agreements and all of the Operator's duties and obligations that are contained in the redacted version of the Operator Agreement (including schedule 16 (*Responsibility Matrix*) of the Operator Agreement) that has been provided to the Caterer;
  - 4.4.2 the Caterer shall perform its duties and obligations under this Agreement having due regard to the duties and obligations of the Operator under the redacted version of the Operator Agreement in Schedule 6 (*Related Agreements*);
  - 4.4.3 the Caterer undertakes to perform its obligations under this Agreement in a way that enables the Operator to comply with its obligations that are set out in the redacted version of the Operator Agreement in Schedule 6 (*Related Agreements*); and
  - 4.4.4 any breach by the Caterer of this Agreement may result in the Operator committing breaches of, and suffering or incurring costs, losses and/or expenses under the Related

Agreements and that (to the extent the relevant provisions are contained within the redacted versions of the Related Agreements in Schedule 6 (*Related Agreements*)) all such liabilities, losses and/or expenses are within the Caterer's contemplation as being probable results of any such breach by the Caterer.

4.5 The Caterer shall have no obligation to comply with a provision of a Related Agreement that has not been disclosed to it, save to the extent the relevant obligation is restated in this Agreement. As between the Caterer and the Operator, the Caterer shall have no responsibility in respect of the effects of those provisions of any Related Agreement which have not been disclosed to the Caterer on the performance of the Caterer's other obligations under this Agreement.

**5. TRANSFORMATION PERIOD**

5.1 The Caterer shall be required to carry out the following activities during the Transformation Period:


- 5.1.1 Commence operation of Kiosks in South Park;
- 5.1.2 Provide and install the catering fit out in accordance with Clause 12.1;
- 5.1.3 Provide Catering Services for the London Grand Prix 2015 and Newham London Run or a replacement Event, which replacement Event shall be deemed to be a Contract Change and the provisions of Schedule 5 (*Change Control Procedure*) shall apply;
- 5.1.4 Provide Catering Services related to general admission (Spectator Catering Services) during the ER2015 Events;
- 5.1.5 Subject to agreement with ER2015, provide Hospitality Catering during the ER2015 Events; and
- 5.1.6 Comply with the mobilisation plan set out in Schedule 7 (*Mobilisation Plan*).

**6. OTHER EVENTS AND MAJOR SPORTING EVENTS**

6.1 

6.2 

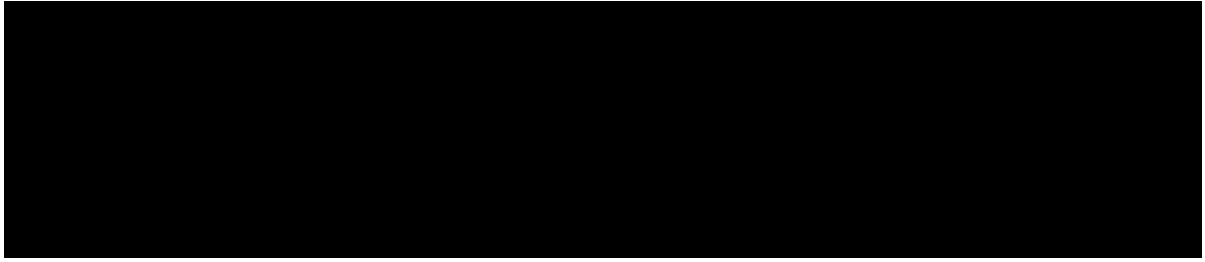
6.2.1 

6.2.2 

6.2.3 



6.3



6.4



## 7. PROVISION OF THE CATERING SERVICES

### 7.1 General Obligations

Throughout the Term, the Caterer shall:

7.1.1 provide the Catering Services in accordance with and subject to the provisions of this Agreement;

7.1.2 perform the obligations identified as being the obligations of the Caterer in Schedule 1 Part 2 (*Services Matrix*), so as to enable the Operator to comply with its obligations in connection with the Catering Services under schedule 2 (*Services Specification*) of the Operator Agreement;

7.1.3 ensure that the Catering Facilities are operated and the Catering Services are provided in accordance with Good Industry Practice;

7.1.4 ensure that the Catering Services and the Catering Facilities are operated in a safe manner (including by carrying out fire assessments in respect of the Catering Facilities and maintaining fire safety equipment as required by Applicable Law and Good Industry Practice) and provide reasonable assistance to the Operator in keeping the Site safe and secure from all unauthorised persons;

7.1.5



7.1.6 perform and ensure that the Personnel perform the Catering Services in such a way that does not unreasonably interrupt or disrupt use of the Site by the Operator, Primary Users and/or Event Organisers and does not unreasonably prohibit the efficient and effective running of the Site;

7.1.7 at all times comply with and ensure that its Personnel, agents and invitees comply with:

- (a) Applicable Laws;
- (b) the safety and security standards and procedures and codes of practice relating to the Site provided to the Caterer in writing prior to the Initial Stadium Event Period and the Stadium Opening Date, as may be updated from time to time; and
- (c) the Policies and Community Plans and any reasonable instructions and guidelines as may be issued and updated by the Operator or its designees in writing from time to time, in each case to the extent they relate to the provision of

the Catering Services or the performance of the Caterer's other obligations under this Agreement;

7.1.8 seek to cultivate and maintain good relations with:

- (a) the Operator and its other subcontractors for the provision of works and/or services at the Site;
- (b) the Primary Users, Event Organisers and any other host and/or user of the Site; and
- (c) all customers and potential customers,

in accordance with sound commercial principles and Good Industry Practice;

7.1.9

[REDACTED]

7.1.10

[REDACTED]

7.1.11

[REDACTED]

7.1.12 use reasonable endeavours to ensure that its activities do not interrupt or disturb the proper operations of the Operator's business and use and enjoyment of the Site;

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

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

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

- (a) all incidents and accidents relating to the Site which:
  - (i) are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;

- (ii) involve members of the public, employees of the Operator or any Event Organisers (including the Primary Users) or any of their respective sub-contractors or employees; and/or
  - (iii) may damage the reputation of or cause adverse publicity for the Operator, the Grantor, the Site or any of the Event Organisers (including the Primary Users); and
- (b) any claims or proceedings made or threatened by any individual in relation to the Site or the Catering Services.

## 7.2 Licences

7.2.1 The Caterer shall, subject to Clause 7.2.2:

- (a) provide all reasonable assistance to the Operator in obtaining and maintaining all Licences and do all such things and acts as are reasonably required to preserve the Licences in the name of the Operator;
- (b) comply with all conditions, undertakings, terms, regulations and directions attached to any of the Licences; and
- (c) subject to Clause 30, indemnify and keep the Operator indemnified in respect of any loss damage or expense suffered by the Operator as a result of any failure to comply with any conditions attached to the Licences,

provided that the Operator has consulted with the Caterer during the process of procuring the Licences to ensure that they are appropriate and adequate to allow the Caterer to provide the Catering Services generally and/or for the purposes of a relevant Event (as the case may be).

7.2.2 The Caterer shall obtain and maintain all Necessary Consents (including personal licences for the sale of alcohol and any consents required in relation to the fit-out of the Catering Facilities, and excluding Licences which are the responsibility of the Operator) that are required in order to provide the Catering Services.

## 7.3 Catering Facilities and Office Facilities

Throughout the Term, the Caterer shall:

- 7.3.1 grant access to the Catering Facilities and Office Facilities (but not to any of the Caterer's confidential information or records at the Office Facilities, subject to Clause 15 (*Monitoring*) and Clause 23 (*Information and Reports*)) to the Operator and the Grantor and its or their agents, representatives, employees and contractors as reasonably required;
- 7.3.2 ensure that it shall not, without the Operator's consent, install any electrical or other equipment in the Catering Facilities or the Office Facilities that causes electrical or other interference to television radio telecommunications or other equipment in or on the Site;
- 7.3.3 not use the Catering Facilities or the Office Facilities for any purpose other than in connection with the sale of the Refreshments and the provision of the Catering Services;
- 7.3.4 adequately secure the Catering Facilities and the Office Facilities;
- 7.3.5 reimburse, in accordance with paragraph 5.7 of Schedule 3 Part 1 (*Payment*), the Operator for the costs and expenses of any additional cleaning, maintenance and security that are required above and beyond the day to day cleaning, maintenance and security scheduled by the Operator;

- 7.3.6 not damage and shall procure that the Caterer's Personnel, officers, agents, invitees or guests shall not cause any damage to the Catering Facilities, the Office Facilities or the Site or any part thereof;
- 7.3.7 not alter or make any structural or permanent changes to the Catering Facilities or the Office Facilities in any way without the prior written consent of the Operator; and
- 7.3.8 ensure that the kitchens that it operates within the Site are kept in a clean and tidy state in accordance with the requirements of this Agreement and are free from pests and vermin.

#### 7.4 Refreshments

Throughout the Term, the Caterer shall:

- 7.4.1 maintain at and supply to the Catering Facilities such stock of Refreshments so as to meet the requirements of the Primary Users and the reasonable demands of customers; and
- 7.4.2 ensure that all Refreshments are prepared and dispensed in accordance with all relevant British, European and other health and safety standards or regulations relating to the storage, preparation, serving and dispensation.

#### 7.5



- 7.6 The Caterer acknowledges and agrees that, subject to Clause 16 (*Excusing Events and Cancellation of Events*), no actions by or on behalf of the Operator (including any approval given by the Operator) in the proper exercise of its rights under this Agreement will in any way lessen the Caterer's responsibility for ensuring that the Catering Services and the performance of this Agreement are at all times carried out in a manner which fully complies with all the terms and conditions of this Agreement, unless the Caterer has informed the Operator in advance that its exercise of its rights in instructing the Caterer to carry out an activity will materially adversely affect the Caterer's ability to comply with its obligations under this Agreement and has recommended mitigating action.

- 7.7 On no less than a quarterly basis, the Caterer shall carry out an appropriate survey of its customers at the Site to measure their view of the quality of the Catering Services. This survey shall be equivalent to (but need not be in an identical form to) the Caterer's "Guest Path" survey (as set out in Schedule 10 (*Form of Guest Path Survey Questionnaire*)) as agreed with the Operator (acting reasonably) or to any other customer survey that is agreed with the Operator (acting reasonably). The Caterer shall notify the Operator in writing of the results of each survey that it carries out under this Clause 7.7, which shall be a true and accurate reflection of the scores given in response to the survey. If the results of a survey reveal any issues in the quality of the Caterer's performance of the Catering Services, then the Parties shall meet as soon as reasonably practicable to discuss in good faith (i) suitable action to resolve any material issues and (ii) in respect of any other issues, proposals for continuous improvement, and the Caterer shall implement any agreed steps. This Clause 7.7 shall not affect the Caterer's obligations under Clause 14 (*Key Performance Indicators*) or Schedule 4 (*Key Performance Indicators*).

**8. OPERATOR'S OBLIGATIONS**

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

- 8.1.1 subject to Clauses 7.1.10 and 7.1.11, enter into and maintain contracts directly with third party providers for the provision of facility management and security services at the Site as required by the Operator Agreement;
- 8.1.2 take all necessary precautions required by the Operator Agreement to protect the health and safety of the Caterer's Personnel, agents and sub-contractors whilst at the Site;
- 8.1.3 to the extent that the Operator has access to such information and is able contractually so to do, provide the Caterer with access to materials and information reasonably requested by the Caterer;
- 8.1.4 maintain and obtain at its cost the Licences required for the Caterer to conduct its business, and consult with the Caterer during the process of procuring the Licences to ensure that they are appropriate and adequate to allow the Caterer to provide the Catering Services;
- 8.1.5 consult with the Caterer in relation to any aspects of its or, where possible, the Grantor's safety and security standards and procedures and codes of practice relating to the Site or of the Policies that (in each case) relate to the provision of the Catering Services;
- 8.1.6 provide all necessary stewards and security forces for crowd control at all Events;
- 8.1.7 subject to Clause 7.3.8, keep the Site clean;
- 8.1.8 subject to Clause 7.3.8, provide pest control and periodically exterminate vermin throughout the Site; and
- 8.1.9 collect, remove and haul all rubbish and waste from the Site.

8.2 Without prejudice to the Operator's right (subject to Clause 8.3) to grant the Pouring Rights to a supplier at its discretion, following the Effective Date, the Operator may discuss with the Caterer (both Parties acting reasonably and in good faith) with a view to agreeing the most effective ways of commercialising and granting the Pouring Rights to suitable suppliers. The Parties acknowledge that these may include delegating to the Caterer the right to commercialise and grant the Pouring Rights, subject to agreeing the commercial terms that will apply as between the Caterer and the Operator in these circumstances.

8.3 If the Operator itself enters into an arrangement with a brewery supplier or brewery suppliers (or with other suppliers) to grant any Pouring Rights, then Clause 8.4 shall apply and:

- 8.3.1 the Operator shall use reasonable endeavours to secure annual contributions of two hundred thousand pounds (£200,000) to the Operator from each of: (i) that brewery supplier or those brewery suppliers; and (ii) those other suppliers; and
- 8.3.2 if the Operator succeeds in securing annual contributions from the supplier (or those suppliers) in accordance with Clause 8.3.1, then the Operator shall next use reasonable endeavours to ensure that the supplier agrees [REDACTED] and [REDACTED]
- 8.3.3 if the Operator succeeds in securing the provision of cooling, delivery and dispensing drinks equipment to the Caterer in accordance with Clause 8.3.2, the Operator shall next use reasonable endeavours to secure further financial contributions from the supplier (or suppliers) [REDACTED] referred to in Clause 8.3.1,

provided that the Caterer shall provide assistance to the Operator as reasonably required in respect of the matters in Clauses 8.3.1 to 8.3.3 above and provided further that if the Operator is not successful in securing any of the benefits referred to in Clauses 8.3.1 to 8.3.3, the Operator shall have no liability whatsoever to the Caterer in respect thereof.

8.4 If the Operator enters in any agreement with an official supplier or other commercial partner in respect of an Event for the provision of that official supplier's or commercial partner's products (including in respect of Pouring Rights), then:

8.4.1 where the official supplier or other commercial partner is appointed:

- (a) on an exclusive basis, the Operator shall ensure that those products are made available to the Caterer to purchase on terms which are no less favourable than the terms on which those products, or comparable products, are generally available on the market place to a catering service provider; or
- (b) on a non-exclusive basis, the Operator shall use all reasonable endeavours to ensure that those products are made available to the Caterer to purchase on terms which are no less favourable than the terms on which those products, or comparable products, are generally available on the market place to a catering service provider; and

8.4.2



8.5 The Caterer acknowledges that the Operator shall, at no cost to the Caterer, procure the provision of utilities (being heating, gas (subject to Paragraph 2.8 of Schedule 3 Part 1 (*Payment*)) electricity and water) to the Catering Facilities and Office Facilities pursuant to and in accordance with the Operator Agreement.

8.6 The Caterer agrees to comply with the Operator's policies and procedures notified to the Caterer from time to time in relation to the reduction of utilities consumption, including in relation to specific reduction targets agreed pursuant to the Operator Agreement.

8.7 The Caterer acknowledges that the Grantor or the Operator (as the case may be) shall procure the provision of telecommunication services (including broadband connectivity) to the Catering Facilities and the Office Facilities subject to the Caterer paying the charges for such services.

8.8 The Operator shall carry out its obligations as set out in the Services Matrix in the Table set out in Schedule 1 Part 2 (*Services Matrix*) and procure that the Operator's subcontractors (as referred to therein) shall carry out their obligations set out in the Services Matrix in accordance with the terms set out therein and in accordance with the agreed procedure in the Operations Manual.

9. **NOT USED**

10. **THE SITE**

10.1 The Operator grants the Caterer the right to access and enter onto the Site and to use the Catering Facilities and the Office Facilities for the purpose of providing the Catering Services.

10.2 The Caterer shall carry out the Catering Services and its other obligations under this Agreement in a manner which enables the Operator to comply with its obligations under the Underleases and the

Ancillary Rights (as defined in the Operator Agreement) granted by the Grantor to the Operator pursuant to the Operator Agreement.

**11. CONNECTED STADIUM**

11.1 [Redacted]

11.2 [Redacted]

11.2.1 [Redacted]

11.2.2 [Redacted]

11.3 [Redacted]

11.4 [Redacted]

**12. FIXTURES, FITTINGS AND EQUIPMENT**

12.1 [Redacted]

12.2 [Redacted]

12.2.1 [Redacted]

12.2.2 [Redacted]

12.3 [Redacted]

12.3.1 [Redacted]

12.3.2 [REDACTED]

12.3.3 [REDACTED]

12.3.4 [REDACTED]

12.3.5 [REDACTED]

12.3.6 [REDACTED]

12.4 [REDACTED]

12.4.1 [REDACTED]

12.4.2 [REDACTED]

12.5 [REDACTED]

**13. EVENT CALENDAR**

13.1 The Operator shall notify the Caterer promptly of the Event Calendar and any amendments to the Event Calendar. The Parties shall discuss those Events at which the Caterer will be required to provide the Catering Services sufficiently far in advance (and in any case at least 30 days before the relevant Event).

13.2 The Operator shall organise and coordinate a quarterly meeting to discuss the Event Calendar, and the Caterer shall be entitled to send an authorised representative to attend each such meeting.

**14. KEY PERFORMANCE INDICATORS**

14.1 The Caterer shall:

14.1.1 perform the Catering Services in accordance with or in excess of the KPI Targets and comply with the provisions of Schedule 4 (*Key Performance Indicators*); and

14.1.2 comply with its performance reporting obligations set out in Paragraph 8 of Schedule 4 (*Key Performance Indicators*).



15. **MONITORING**

15.1 The Caterer shall:

- 15.1.1 keep appropriate documents and records (including incident records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received) in relation to the Catering Services;
- 15.1.2 provide to the Operator such supporting documentation as the Operator may reasonably require in order to verify the level of the performance of the Caterer and the calculation of the amount of Service Credits for any specified period; and
- 15.1.3 ensure that any report or summary produced in accordance with this Agreement and any variation or amendment thereto and that any other document or record reasonably required by the Operator shall be available for inspection by the Operator and/or its nominee at reasonable times and on reasonable notice and the Operator and/or its nominee may make copies of any such records and documents.

15.2 The Operator, the Grantor and/or any representative of the Operator or the Grantor may at all times on giving reasonable notice to the Caterer enter the Catering Facilities and/or the Office Facilities to inspect the Catering Facilities and the provision of the Catering Services including all associated data and documents and to monitor compliance with this Agreement and Applicable Laws by the Caterer. The Caterer shall provide the relevant data and documents to the Operator (or other relevant person) under this Clause 15.2 but the Operator (or that other person) shall not otherwise be entitled to access any of the Caterer's confidential information or records at the Office Facilities itself. The Operator agrees that in undertaking any inspection or monitoring pursuant to this Clause 15.2 it shall comply with all reasonable and relevant health and safety and security standards and procedures and codes of practice relating to the Catering Facilities and notified in advance to the Operator.

15.3 The Operator and the Grantor shall have the right from time to time at its own cost to conduct an audit of the Caterer's records, operations and facilities and its financial, quality, environmental and health and safety procedures and systems to ensure that the Caterer has the equipment, facilities, procedures, systems and Personnel that are appropriate to, and as may be required for the Caterer to perform the Catering Services in accordance with this Agreement and for that purpose shall be entitled to have access to the Catering Facilities and/or the Office Facilities during Normal Working Hours on giving reasonable notice to the Caterer for that purpose. The Caterer shall provide the relevant records to the Operator (or other relevant person) under this Clause 15.3 but the Operator (or that other person) shall not otherwise be entitled to access any of the Caterer's confidential information or records at the Office Facilities itself.

15.4 The Caterer shall supply to the Operator's Representative or any adviser of the Operator or representative of the Grantor visiting the Catering Facilities and/or the Office Facilities pursuant to this Clause 15 (*Monitoring*) such information in respect of the Catering Services as may reasonably be required by such person in the exercise of the Operator's rights pursuant to this Agreement.

15.5 The Caterer shall allow access at the Catering Facilities and/or the Office Facilities at all reasonable times on reasonable notice to the Operator and its auditors and/or the Grantor and their authorised representatives (such authorised representatives to be approved by the Caterer (such approval not to be unreasonably withheld or delayed)) to examine all such books, accounts and manual records of the Caterer that may relate to the provision of the Catering Services and/or this Agreement (excluding any books, accounts and manual records to the extent that they disclose information regarding the Caterer's costs of providing the Catering Services or performing its obligations under this Agreement). The Operator shall bear its own costs in relation to such examination. The Caterer shall provide the relevant books, accounts and manual records to the Operator (or other relevant person) under this Clause 15.5 but the Operator (or that other person) shall not otherwise be entitled to access any of the Caterer's confidential information or records at the Office Facilities itself.

15.6 The Caterer shall provide assistance to the Operator as reasonably requested by the Operator in producing the Quality Plan as required under the Operator Agreement.

## 16. EXCUSING EVENTS AND CANCELLATION OF EVENTS

16.1 The Caterer's non-performance of its obligations under this Agreement shall be excused to the extent that:

16.1.1 the Caterer's non-performance results from an Excusing Event;

16.1.2 the Caterer provides the Operator with notice, in writing, as soon as reasonably practicable but in any event within five (5) Business Days of becoming aware of the Excusing Event, that such Excusing Event has caused, or may cause, the Caterer to fail to perform its obligations;

16.1.3 the Excusing Event has not occurred as a result of any act or omission of the Caterer; and

16.1.4 the Caterer has (if applicable) performed its obligations to the extent reasonably possible, notwithstanding the failure by the Operator to otherwise mitigate the consequences of such failure.

16.2 Notwithstanding any provision to the contrary, if the Caterer (or its agents, employees or subcontractors) are unable to meet any dates set out in this Agreement or any KPI Target or perform any of its obligations as a result of an Excusing Event then:

16.2.1 any dates for performance of the Catering Services will be extended by a reasonable amount of time;

16.2.2 to the extent that they would have been met but for the Excusing Event, the Caterer shall have no liability for failing to meet a KPI Target or performance of its obligations; and

16.2.3 to the extent the termination provisions would not have been triggered but for the Excusing Event, the Operator shall not be entitled to exercise its rights of termination under Clause 32 (*Termination*).

16.3 Notwithstanding any provision to the contrary, to the extent that the Caterer (or its agents, employees or subcontractors) incurs costs or loses revenue as a direct result of the occurrence of any Excusing Event, then in addition to the entitlement to relief under Clause 16.2 above, the Caterer shall, subject to Clause 30.2, and by way of sole and exclusive remedy, be entitled to claim compensation in accordance with the procedure set out in Clause 16.4.

16.4 Without prejudice to Schedule 5 (*Change Control Procedure*), to claim compensation under Clause 16.3, the Caterer shall:

16.4.1 as soon as practicable, and in any event within five (5) Business Days after it becomes aware that the Excusing Event has caused or is likely to cause the Caterer to incur costs or lose revenue, give to the Operator notice of its Claim for payment of compensation, by adjustment to the Concession Fees or as a payment from the Operator to the Caterer;

16.4.2 within five (5) Business Days of receipt by the Operator of the notice referred to in Clause 16.4.1, give full details of the relevant Excusing Event and costs and/or loss of revenue Claims and/or adjustment to Concession Fees and/or payment from the Operator; and

16.4.3 demonstrate to the reasonable satisfaction of the Operator that the Excusing Event was the direct cause of the costs incurred/or loss of revenue.

16.5 The compensation payable to the Caterer pursuant to Clause 16.3 shall be paid either through a reduction of the Concession Fees for the month following which the relevant Excusing Event

occurs or by the Operator making a payment to the Caterer in accordance with Schedule 3 (*Receivables and Payment*).

16.6 The Caterer shall use reasonable efforts to mitigate the effects of such Excusing Event. The Caterer shall not be granted the relief set out in Clause 16.2 to the extent that the Caterer could have avoided the effect of the Excusing Event by taking reasonable precautions to mitigate any foreseeable failure or which the Caterer ought reasonably to have taken once the existence of the Excusing Event became known to the Caterer.

16.7 The Caterer shall remain responsible for the proper performance of its obligations under this Agreement unaffected by the Excusing Event notwithstanding the provisions of this Clause 16 (*Excusing Events and Cancellation of Events*).

16.8 Without prejudice to the Caterer's rights to claim relief and/or compensation on the occurrence of an Excusing Event, a failure to carry out any task or activity expressed to be an Excusing Event (including responsibility it takes for the actions of third parties) shall not constitute a breach of this Agreement by the Operator.

16.9 **Cancellation and Rescheduling of Event**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. **CHANGE CONTROL PROCEDURE**

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

18. **INSURANCE**

*Required Insurances*

18.1 Throughout the Term, the Caterer:

18.1.1 shall take out and maintain the following insurances in relation to its obligations and liabilities under, in connection with or arising out of this Agreement:

- (a) employers' liability insurance in the amount of at least [REDACTED] for each and every occurrence, the number of occurrences being unlimited;
- (b) third party liability and product liability insurances in respect of:
  - (i) personal injury to or death of any person; and
  - (ii) loss or damage to any property,

each in the amount of at least [REDACTED] for each and every occurrence, and in the aggregate per annum in respect of products and pollution liability with cross liability cover so that the insurance applies to the Parties separately;

- (c) all risks insurance in respect of physical loss or damage to the Caterer's FF&E to the replacement value subject to a minimum amount of [REDACTED] in the aggregate; and
- (d) all other insurances that it is obliged to maintain under Applicable Laws; and

18.1.2 shall or shall procure that its relevant subcontractors shall take out and maintain professional liability insurance in the amount of at least [REDACTED] for each and every claim, the number of claims being unlimited, except that for claims arising out of pollution or contamination, this minimum cover shall be in the aggregate (exclusive of legal costs),

(the "**Caterer Insurances**").

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

*General*

18.3 The Caterer shall maintain the Caterer Insurances (promptly paying all premiums due) in accordance with Good Industry Practice and on terms no less favourable than (so far as is reasonably practicable) those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

18.4 The Caterer shall take out and maintain the Caterer Insurances, with insurers who are:

- 18.4.1 of good financial standing;
- 18.4.2 appropriately regulated; and
- 18.4.3 of good repute in the international insurance market.

18.5 The Caterer shall upon the Effective Date and within fifteen (15) Business Days after the renewal or replacement of each of the Caterer Insurances, provide evidence, in a form satisfactory to the Operator, that the applicable insurances are in force and effect and meet in full the requirements of

this Agreement. Receipt of such evidence by the Operator shall not in itself constitute acceptance by the Operator or relieve the Caterer of any of its liabilities and obligations under this Agreement.

- 18.6 Subject to Clause 18.7, the Caterer shall notify the Operator in writing at least twenty (20) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Caterer Insurances.
- 18.7 Without prejudice to the Caterer's obligations under Clause 18.4, Clause 18.6 shall not apply where the termination of the relevant insurance occurs purely as a result of a change of insurer in respect of that insurance.

*Issues specific to certain policies*

- 18.8 The Caterer shall (or, in respect of professional liability insurance, shall procure that its relevant subcontractors shall) ensure, and provide evidence of the same to the Operator no later than twenty (20) Business Days after the Effective Date, that the professional liability insurance policy, the third party liability policy and the products liability policy shall contain an indemnity to principals clause under which the Operator, the Grantor and the Primary Users shall be indemnified in respect of Claims made against them in respect of death or bodily injury or third party property damage arising out of or in connection with this Agreement, the Catering Facilities and/or the Office Facilities and for which the Caterer is legally liable.
- 18.9 Where the minimum limit of indemnity required in relation to any of the Caterer Insurances is specified as being "in the aggregate":
- 18.9.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Caterer shall immediately submit to the Operator:
- (a) details of the policy concerned; and
  - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 18.9.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Caterer shall:
- (a) ensure that the insurance cover is immediately reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
  - (b) without prejudice to the Caterer's obligation under Clause 18.9.2(a), if the Caterer is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Operator full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

*Failure to insure*

- 18.10 The Operator and the Caterer shall each not (and the Caterer shall procure that none of its subcontractors of any tier shall) take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under the Operator Insurances or the Caterer Insurances.
- 18.11 Where the Caterer has failed to fulfil all or part of its obligations under Clause 18.1, the Operator may elect (but shall not be obliged) following written notice to the Caterer, to purchase the relevant insurance, and shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection as a debt due from the Caterer.

*Insurance Claims*

- 18.12 The Caterer shall in respect of the Caterer Insurances (in the event that it has been notified by the Operator of circumstances that may constitute a potential claim) and the Operator shall, in respect of Operator Insurances (in the event that it had been notified by the Caterer of circumstances that may constitute a potential claim), promptly notify to insurers any matter arising from, or in relation to, the Catering Services and/or this Agreement for which the Caterer may be entitled to claim under any of the Caterer Insurances or the Operator may be entitled to claim under any of the Operator Insurances (as the case may be). In the event that either Party receives a claim relating to or arising out of the performance of the Catering Services and/or this Agreement, the Parties shall co-operate with the other and assist it in every manner possible in connection with the adjustment of all insurance claims at its own expense including without limitation providing information and documentation in a timely manner and co-operating with the insurers and/or insurance brokers that are called upon to adjust or resist.
- 18.13 The Caterer shall not, once it has been notified of a claim against it relating to or arising out of the performance of the Catering Services and/or this Agreement, voluntarily do anything which would reduce or would tend to reduce the scope of indemnity under the Operator Insurances or the Caterer Insurances or the amount of indemnity monies which would be available under the Operator Insurances or the Caterer Insurances to indemnify the Caterer were the claim against it to succeed in full.
- 18.14 Except where the Operator is the claimant party, the Caterer shall:
- 18.14.1 report quarterly on all insurance claims received and current status; and
- 18.14.2 give the Operator notice within twenty (20) Business Days after any insurance claim in excess of [REDACTED]
- on any of the Caterer Insurances or which, but for the application of the applicable policy excess, would be made on any of the Caterer Insurances and (if required by the Operator) full details of the incident giving rise to the claim.
- 18.15 Where any Operator Insurance or Caterer Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Caterer shall be liable for such excess or deductible. The Caterer shall not be entitled to recover from the Operator any sum paid by way of excess or deductible under the Operator Insurances or Caterer Insurances whether under the terms of this Agreement or otherwise.
19. **EQUIVALENT PROJECT RELIEF**
- 19.1 The Caterer agrees that any compensation or other relief in respect of a claim or defence by the Caterer of any right or benefit pursuant to this Agreement which is equivalent to any right or benefit of the Operator as against the Grantor pursuant to the Operator Agreement (including resulting from a breach by the Grantor or any other matter for which the Grantor is liable) ("**Equivalent Project Relief**") will be determined in accordance with the provisions of this Clause 19 (*Equivalent Project Relief*).
- 19.2 Where the Caterer has a claim or defence under this Agreement that is equivalent to a claim or defence that the Operator has (as against the Grantor) under the Operator Agreement, then the Operator shall use all reasonable endeavours to pursue the equivalent claim or defence under the Operator Agreement. The Operator shall, on the Caterer's reasonable request, take all appropriate action (including commencing legal proceedings) to obtain any compensation or other relief in respect of such claim or defence that results from a breach by the Grantor or any other matter for which the Grantor is liable under the Operator Agreement. To the extent that the Operator is pursuing a claim or defence under the Operator Agreement on behalf of the Caterer, the Caterer will bear any costs that are reasonably and properly incurred by the Operator in pursuing such claim or defence, provided that the Operator shall keep the Caterer informed of its budget for such claim or defence and any changes to that budget and the Caterer has approved that budget and

any changes. The Caterer shall pay the Operator such costs within fifteen (15) Business Days of the date of an invoice from the Operator in respect thereof.

19.3 Provided that the Operator has complied with Clause 19.2, the Caterer agrees that any entitlement to Equivalent Project Relief shall not be due or payable from the Operator to the Caterer until the Operator actually receives such compensation or relief from the Grantor, pursuant to the Operator Agreement.

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

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

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

## 20. **INTELLECTUAL PROPERTY RIGHTS**

20.1 Subject to Clauses 20.2 and 20.5, the Caterer shall not use or permit the use of any Intellectual Property Rights of the Grantor or the Operator in connection with the provision of the Catering Services without the prior approval in writing of the Grantor or the Operator (as the case may be).

20.2 Subject to Clauses 20.3 and 20.7, the Operator hereby grants the Caterer a non-exclusive, worldwide, royalty-free licence to use:

20.2.1 the Located In Mark; and

20.2.2 the Full Park Name,

for the sole purpose of:

(a) factual and descriptive statements in relation to the Stadium or the South Park;

(b) indicating the geographic location of the Stadium or the South Park; and/or

(c) indicating the postal address reference of the Stadium or the South Park,

on Stadium and/or South Park related products, materials and publications. Save as aforesaid, the Caterer is not otherwise permitted to use the "Olympic" word or mark in any way, except with the express consent of the Operator (who may in turn need to obtain the consent of the Grantor or Games Bodies).

20.3 The licence granted by the Operator to the Caterer in Clause 20.2 shall be for the duration of the Term of this Agreement and shall automatically expire upon expiry of the Term of this Agreement.

20.4 The Caterer warrants that it is entitled to use the brands and Intellectual Property Rights used by the Caterer in connection with the Catering Services and that the Caterer's use of such brands or Intellectual Property Rights will not infringe any third party's Intellectual Property rights.

20.5 The Operator retains all Intellectual Property Rights in any materials it provides to the Caterer for the purposes of the Caterer performing its obligations under this Agreement.

20.6 The Caterer shall indemnify and keep indemnified the Operator in full and on demand and keep them so indemnified against all Claims, demands, actions, proceedings and all direct losses, costs and expenses (including legal and other professional advisers' fees) made against or incurred or suffered whether wholly or in part resulting directly from any claim that the use of any Intellectual Property Rights or brands provided by the Caterer or the provision to, the receipt of, or the use by, the Operator or the Grantor of the Catering Services infringes the Intellectual Property Rights of any third party.

20.7 The Caterer shall:

- 20.7.1 only refer to the South Park as the Full Park Name and never shorten the name to "the Olympic Park", or otherwise emphasise the word "Olympic";
- 20.7.2 to the fullest extent possible, adhere to the terms of the British Olympics Association brand manual entitled "Queen Elizabeth Olympic Park Naming Usage" (as supplied by the Operator to the Caterer from time to time);
- 20.7.3 not use any trade marks, trade names, logos or other intellectual property of the Games Bodies (including but not limited to the Games logos and the Protected Marks), or use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks, save for the use of the Full Park Name and the Located In Mark as set out in Clause 20.2;
- 20.7.4 not represent, directly or indirectly, that any party or its products or services are in any way associated with the Games, the Games Bodies, or that any goods or services provided have been endorsed or approved by them;
- 20.7.5 not undertake any form of Ambush Marketing;
- 20.7.6 not cause or permit to be done anything which might diminish, damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other Intellectual Property Rights of the Games Bodies;
- 20.7.7 not use its connection with the Grantor, the Operator, the Stadium, the South Park, or any individual venue within the Park, in a manner that makes or implies a direct or indirect association of any kind (including an association in the minds of the public) with the Olympic Movement;
- 20.7.8 not apply for, obtain, or register any trade mark or logo, in any country, which consists of, or comprises, or is confusingly similar to the "Olympic" word or mark;
- 20.7.9 unless otherwise agreed in writing with the Operator and the relevant Primary User or expressly permitted in schedule 16 (Responsibility Matrix) of the Operator Agreement:
  - (a) not use any Primary User Mark or other intellectual property of any of the Primary Users or any trade marks, trade names or logos so resembling any Primary User Mark as to be likely to cause confusion with the Primary User Marks; and
  - (b) not represent, directly or indirectly, that any party or its products or services are in any way associated with any Primary User, or that any goods or services provided have been endorsed or approved by them; and
- 20.7.10 comply with the Operator's marketing strategy as provided from time to time, including in relation to the use of logos, email addresses and colours.

20.8 The Caterer:

- 20.8.1 shall take all reasonable steps to ensure that its sub-licensees, sub-contractors and agents shall also abide by the provisions of this Clause 20 (*Intellectual Property Rights*);
- 20.8.2 agrees that the Games Bodies shall have the right to enforce the terms of this Clause 20 (*Intellectual Property Rights*); and
- 20.8.3 agrees that the restrictions in Clause 20.7 continue to apply after termination of this Agreement without limit of time.



21. **PAYMENT AND VAT**

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

22. **PERFORMANCE SECURITY**

22.1

[REDACTED]

22.2

[REDACTED]

22.3

[REDACTED]

22.4

[REDACTED]

23. **INFORMATION AND REPORTS**

23.1 The Caterer shall maintain or procure that, in relation to the provision of the Catering Services, the following are maintained:

- 23.1.1 a full record of all incidents relating to health, safety and security which occur during the Term;
- 23.1.2 a register of all complaints or Claims for injury or damage to persons or property, including where the information is available, the date of the relevant incident, name and address of the complainant, the nature of the complaint and the action/remedy taken and all other information necessary to enable the Operator to act in accordance with any agreed customer care policy; and
- 23.1.3 full records of all maintenance works and procedures carried out during the Term,

and the Caterer shall have the items referred to in this Clause 23.1 available for inspection by the Operator and/or the Grantor upon reasonable notice, and shall present a report of them to the Operator and/or the Grantor as and when reasonably requested.

- 23.2 The Caterer acknowledges that from time to time it may be required by the Operator to attend meetings with any of those parties referred to in Clause 3.10 and shall, as part of the Catering Services, provide the Operator with such reasonable assistance as the Operator may request, including attendance at such meetings.
- 23.3 The Caterer agrees to participate, as reasonably required by the Operator from time to time and at least once every month, in meetings with the Operator (and the Caterer agrees that the Grantor may be present also) to discuss operational, commercial and other matters relating to this Agreement.
- 23.4 The Operator, the Grantor and/or their auditors or advisers shall have the right at any time during Normal Working Hours and upon reasonable notice to audit, check, inspect and review all books and databases of account, records, financial reports, financial statements, operating statements, inventory records and other information relating to the operation of this Agreement (but excluding any such books, databases, records, reports, statements or other information to the extent that they disclose information regarding the Caterer's costs of providing the Catering Services or performing its obligations under this Agreement), as reasonably required by such persons to monitor the performance of the Catering Services or for any purpose pursuant to Applicable Law.
- 23.5 The Caterer shall not make use of this Agreement or any information issued or provided by or on behalf of the Operator in connection with this Agreement otherwise than for the purposes of this Agreement, except with the written consent of the Operator.

## 24. **HEALTH AND SAFETY**

- 24.1 The Caterer shall and shall ensure that its Personnel:
  - 24.1.1 comply with health and safety rules and regulations (including the Operator's and the Grantor's health and safety policies or manuals) in relation to the Catering Services, the Equipment and the Site and ensure that they are operated in a safe manner;
  - 24.1.2 investigate, record and as soon as practicable report to the Operator in writing, all health and safety incidents;
  - 24.1.3 notify the Operator immediately about any health and safety hazards (including any health and safety notices received by the Caterer);
  - 24.1.4 notify its Personnel immediately about any health and safety notices given to it by the Operator and ensure compliance with them;
  - 24.1.5 develop and implement a food complaints procedure which complies with all Applicable Laws and Good Industry Practice;

24.1.6 ensure that Personnel are given regular training at appropriate times to ensure full compliance with health and safety laws, regulations and codes of practice, procedures and manuals; and

24.1.7 maintain a log book of all accidents occurring at the Site that relate to the provision of the Catering Services, and comply with the directions of the relevant Health and Safety Executive and the reasonable directions of the Operator, the Grantor and their insurers.

## 25. PERSONNEL

25.1 The Caterer shall be responsible for any acts or omissions of any Personnel or any other person providing the Catering Services, whether or not such persons are employed by the Caterer.

### 25.2 Transferring Employees

25.2.1 The Operator and the Caterer acknowledge that the commencement of the Catering Services by the Caterer may constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (the "**Regulations**") and the Caterer agrees that, as a consequence, the contracts of employment of any employees who are wholly or mainly assigned to providing catering services that are fundamentally the same as the Catering Services (including at West Ham events at Upton Park) prior to the relevant Transfer Date (the "**Employees**") may take effect from the relevant Transfer Date as if originally made between the Caterer and the Employees.

25.2.2 The Caterer shall, and the Operator shall use reasonable endeavours to procure that the relevant employer shall, comply in full with all of their obligations in respect of the Employees under the Regulations, including but not limited to their obligations to inform and consult under Regulation 13 of the Regulations.

25.2.3 The Operator shall fully and effectively indemnify the Caterer against all losses, liabilities, damages expenses and costs (including without limitation reasonable legal and other professional fees) in connection with the employment (for the period between transfer and termination of employment) and/or termination of employment by the Caterer of any Employee in connection with their transfer at the relevant Transfer Date on the grounds that such Employee is redundant by reason of there not being a job for him/her with the Caterer or on the grounds that such Employee is unsuitable for employment by the Caterer and in each such case the grounds for terminating employment are lawful, provided that the Operator is able to recover such losses, liabilities, damages expenses and costs from the Grantor pursuant to the Operator Agreement.

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

(a) the Parties shall co-operate in seeking to ensure the orderly transfer of the potential transferring employees to the Caterer, including to establish a list of the potential transferring employees, including details of their job titles, age, length of continuous service, current remuneration, benefits and notice and terms and conditions and any collective agreements affecting them; and

(b) the Operator shall provide, promptly following receipt thereof, such list of the potential transferring employees and such information relating to their job titles, age, length of continuous service, current remuneration, benefits and notice and terms and conditions and any collective agreements affecting them as has been made available to it by the employer of any Employees prior to the relevant Transfer Date and/or the Grantor pursuant to the Operator Agreement.

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

- 25.2.5 On any termination of this Agreement, save where the Parties reasonably believe and agree that there will be no relevant transfer for the purpose of the Regulations:
- (a) the Parties shall co-operate in seeking to ensure the orderly transfer of the potential transferring employees to any replacement caterer;
  - (b) the Caterer shall on reasonable notice and in any event no later than six (6) months prior to the termination date provide a list of the potential transferring employees, including details of their job titles, age, length of continuous service, current remuneration, benefits and notice and terms and conditions and any collective agreements affecting them.

The Operator shall keep such information confidential and shall use it for the sole purpose of a tender exercise for a continuation of the Catering Services, in which case the information may be disclosed to a prospective tenderer, subject at all times to data protection laws.

- 25.2.6 In the event that the Regulations do not apply on the termination or expiry of this Agreement (in whole or in part) and the Caterer needs to dismiss any of its employees, the Caterer acknowledges that the Grantor and its subcontractors and any New Operator shall reasonably consider any such employee of the Caterer for employment in a position for which such employee is qualified.

- 25.3 The Caterer shall, and shall procure that its subcontractors shall, ensure at all times that Personnel providing the Catering Services shall:

- 25.3.1 be suitably qualified and experienced for the role which they are required to undertake;
- 25.3.2 be sufficiently skilled and trained including (without limitation) with regard to the proper operation and use of all Equipment and materials (including hazardous materials) and fire risks, precautions and procedures;
- 25.3.3 comply with all rules, Applicable Laws, procedures and standards relevant to the Catering Services that the Personnel is deployed to perform;
- 25.3.4 maintain the highest standards of health and safety, hygiene, courtesy and consideration;
- 25.3.5 have the ability to recognise situations which may involve any actual or potential risk of personal injury to any person (including members of the public), to make such situations safe; and
- 25.3.6 comply with the Operator's reasonable requirements in relation to staff uniforms and branding on uniforms.

- 25.4 The Caterer will promote jobs and apprenticeship opportunities to local people, using reasonable endeavours to recruit seventy five per cent (75%) of its Personnel from the London Borough of Newham utilising the Workplace scheme, or where this is not possible from the boroughs of Hackney, Waltham Forest and Tower Hamlets.

- 25.5 The Caterer will, and will ensure that any subcontractors will, comply at all times with the London Living Wage in relation to its or their permanent Personnel and remunerate such Personnel by payment of the London Living Wage. The Caterer will not be required to remunerate any of its (or its subcontractors') temporary Personnel in accordance with the London Living Wage.

- 25.6 The Caterer shall place all job and apprenticeship vacancies with Workplace at both the project initiation stage and on an ongoing basis thereafter.

- 25.7 The Caterer shall provide a named representative to liaise with the Operator, LLDC and Workplace on all employment and training initiatives.

25.8 The Caterer will work with the Operator, LLDC and Workplace to develop appropriate training to prepare residents for job opportunities.

26. **NOT USED**

27. **CONFIDENTIALITY**

27.1 Subject to the provisions of this Clause 27 (*Confidentiality*), the Parties shall keep confidential the terms of this Agreement and all Confidential Information received by one party from another party relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.

27.2 Clause 27.1 shall not apply to:

27.2.1 any disclosure of information that is reasonably required by persons engaged in the performance of its obligations under this Agreement;

27.2.2 any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause 27 (*Confidentiality*);

27.2.3 any disclosure to enable a determination to be made under the Dispute Resolution Procedure;

27.2.4 any disclosure which is required by any Applicable Law (including any order of a court of competent jurisdiction), any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law; and

27.2.5 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party.

27.3 Where disclosure is permitted under Clause 27.2.1 or 27.2.3 the Party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

28. **ANTI-BRIBERY**

28.1 The Caterer undertakes that it:

28.1.1 has not committed an offence under the Bribery Act 2010 (a "**Bribery Offence**");

28.1.2 has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010; and

28.1.3 is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.

28.2 The Caterer agrees that it:

28.2.1 has in place, and shall maintain until termination of this Agreement, adequate documented procedures designed to prevent persons associated with the Caterer (including an employee, sub-contractor or agent or other third party working on behalf of the Caterer or any Group company) (an "**Associated Person**") from committing a Bribery Offence; and

28.2.2 shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and

28.2.3 shall not do or permit anything to be done which would cause the Operator or the Grantor or any of the Operator's or Grantor's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to the Bribery Act; and

28.2.4 shall notify the Operator immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Caterer's obligations under this Clause 28.2.4, such notice to set out full details of the circumstances concerning the breach or potential breach of the Caterer's obligations.

## 29. **FORCE MAJEURE**

29.1 A Party will not be in breach of this Agreement nor liable for any failure or delay in performance of any obligations under this Agreement (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure, provided that such party complies with the obligations set out in this Clause 29 (*Force Majeure*).

29.2 Save as provided in Clause 29.7 below, an event of Force Majeure will not entitle either party to terminate this Agreement.

29.3 The Caterer shall comply with the Operator's business continuity plan (as provided by the Operator in writing from time to time) on the occurrence of an event of Force Majeure.

29.4 The Party affected by Force Majeure shall immediately notify the other in writing of the matters constituting the Force Majeure and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

29.5 The Party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under this Agreement.

29.6 The Party affected by Force Majeure will not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the Force Majeure.

29.7 Without prejudice to Clause 32 (*Termination*), if an event of Force Majeure continues for longer than one hundred and ten (110) Business Days either Party may, whilst the Force Majeure continues, terminate this Agreement on no less than seventy (70) Business Days' notice in writing to the other Party.

## 30. **LIABILITY**

30.1 Nothing in this Agreement excludes or limits either Party's liability for:

30.1.1 death or personal injury caused by their negligence;

30.1.2 fraud or fraudulent misrepresentation; or

30.1.3 any liability which cannot legally be excluded or limited.

30.2 Subject to Clause 30.1, and unless provided otherwise in this Agreement, neither Party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement for any indirect, special or consequential loss or damage, howsoever arising.

30.3 Subject to Clauses 30.1 and 30.4, the Operator's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed [REDACTED] in each Year and [REDACTED] in aggregate during the Term. This Clause 30.3 shall not apply to the extent that the Operator is able to recover any greater amounts in respect of a liability under this Agreement under any of the Operator Insurances.

30.4

[REDACTED]

30.5

Subject to Clause 30.1, the Caterer's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed [REDACTED] (Indexed) during the Term. This Clause 30.5 shall not apply to the extent that the Caterer is able to recover any greater amounts in respect of a liability under this Agreement under any of the Caterer Insurances.

30.6

Subject to Clause 30.9, if due to a breach of this Agreement the Caterer causes a breach of a Primary Usage Agreement then the Caterer shall have no more liability to the Operator for such breach than the Operator has (having availed itself of all limitations, and exclusions of liability available to it) under the Operator Agreement, in relation to the liabilities relating to the relevant Primary Usage Agreement.

30.7

The Caterer shall fully indemnify and keep indemnified the Operator from and against all Claims, demands, costs, actions, proceedings and damages arising out of or in connection with the Caterer's fulfilment or breach of this Agreement (including related to fulfilment or breach of the Primary Usage Agreement), or the provision or failure to provide the Catering Services which results in a Claim against the Operator in respect of death or bodily injury to, or sickness, illness or disease contracted by, any person or loss of or damage to property.

30.8

The Operator shall fully indemnify and keep indemnified the Caterer from and against all Claims, demands, costs, actions, proceedings and damages arising out of or in connection with the Operator's fulfilment or breach of this Agreement.

30.9

Subject to Clause 30.1, the liability of the Caterer arising out of or relating in any manner to the performance or non-performance of its obligations under this Agreement or the performance or non-performance of the Catering Services, whether under contract, breach of statutory duty, tort (including negligence), strict liability or otherwise (including any indemnities under this Agreement) shall not include:

30.9.1 any matter which arises as a direct result of the Caterer acting on a notice, instruction or direction issued by the Operator, its employees, agents or contractors (of any tier) or a Primary User (provided that the Caterer did not and could not have known that acting on such notice, instruction or direction would lead to the Caterer incurring liability but for this Clause, or if the Caterer had or should have had such knowledge it advised the Operator that such actions could incur such liability);

30.9.2 any Claim, injury, loss, damage, liability, cost or expense caused by the negligence or wilful misconduct of the Operator, its employees, agents or contractors (of any tier) or by the breach of the Operator of its obligations under this Agreement; and

30.9.3 any Claim, injury, loss, damage, liability, cost or expense suffered under or in connection with this Agreement, which the Caterer is required to cover under the Caterer Insurances, where the amount of any claim, injury, loss, damage, liability, cost or expense is in excess of the level of cover specified within the Caterer Insurances.

30.10

The beneficiary Party of an indemnity under this Agreement shall at all times take reasonable steps to minimise and mitigate any loss for which the beneficiary Party is entitled to bring a claim against the indemnifying Party pursuant to this Agreement.

## 31. **STEP-IN**

31.1

The Caterer acknowledges that:

31.1.1 the Grantor and/or the Operator may take action in accordance with this Clause 31 (*Step-In*) in connection with any or all parts of the Catering Services because a serious risk exists to the health or safety of persons or property or to the environment;

31.1.2 the Grantor may take action in accordance with this Clause 31 (*Step-In*) in connection with any or all parts of the Catering Services because the Caterer fails to comply with its obligations in or incorporated into this Agreement in relation to the requirements of any Primary User, Major Sporting Event or any other Event; or

31.1.3 the Operator may take action in accordance with this Clause 31 (*Step-In*) in connection with any or all parts of the Catering Services because there is a material failure by the Caterer to comply with its obligations in or incorporated into this Agreement in relation to the requirements of any Primary User, Major Sporting Event or any other Event (and for the avoidance of doubt, material failure includes where the Operator reasonably believes that the Grantor will exercise its rights to take action pursuant to Clause 31 of the Operator Agreement),

in each case such action being "**Required Action**".

31.2 The Operator shall notify the Caterer if the Grantor and/or the Operator takes Required Action and the Caterer shall give the Grantor and/or the Operator such assistance as the Grantor and/or the Operator may reasonably require while it is taking the Required Action.

31.3 On completion of any Required Action, the Operator shall notify the Caterer by written notice as soon as reasonably practicable that the Caterer shall resume provision of the Catering Services in relation to that part of the Catering Services affected by the Required Action.

32. **TERMINATION**

[Redacted]

32.1 [Redacted]

32.1.1 [Redacted]

32.1.2 [Redacted]

32.1.3 [Redacted]

32.1.4 [Redacted]

32.1.5 [Redacted]

32.1.6 [Redacted]

32.1.7 [Redacted]

32.2 [Redacted]



32.3

[REDACTED]

32.4

[REDACTED]

**33. CONSEQUENCES OF TERMINATION**

33.1

[REDACTED]

33.2

[REDACTED]

33.2.1

[REDACTED]

33.2.2

[REDACTED]

33.2.3

[REDACTED]

33.3

[REDACTED]

33.4

[REDACTED]

33.4.1

[REDACTED]

33.4.2

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

33.5 [REDACTED]

33.5.1 [REDACTED]

33.5.2 [REDACTED]

33.6 [REDACTED]

34. **EXIT ASSISTANCE**

34.1 Subject to the provisions of schedule 10 (*Exit Assistance*) of the Operator Agreement, from a date specified by the Operator, being no earlier than twelve (12) months prior to the termination of this Agreement, the Caterer shall assist with the orderly transfer of the Catering Services to the Grantor or (at the Operator's request) to a potential New Operator in accordance with the provisions of schedule 10 (*Exit Assistance*) of the Operator Agreement. The Caterer acknowledges that it and the Operator may be required to provide assistance to the Grantor or a New Operator pursuant to schedule 10 (*Exit Assistance*) of the Operator Agreement in the event of termination or expiry of the Operator Agreement and this Agreement and the Parties shall co-operate with each other in relation to assistance including the preparation of the Exit Plan (as defined in the Operator Agreement) and the agreement of the payment terms related to such provision of such assistance.

35. **NO PUBLICITY**

35.1 The Caterer shall not and shall procure that its Personnel shall not communicate with representatives of the press, television, radio or other communications media on any matter concerning this Agreement or the Site without the prior written approval of the Operator.

36. **WARRANTIES**

36.1 Each Party warrants and represents to the other that:

- 36.1.1 it has all necessary authority, power and capacity to enter into and perform this Agreement and that all necessary actions have been taken to enter into it properly and lawfully;
- 36.1.2 this Agreement is validly executed by its duly authorised representative;
- 36.1.3 it has and will maintain and comply with all consents, approvals and licences necessary for it to enter into and perform this Agreement; and
- 36.1.4 its entry into and performance of this Agreement does not and will not conflict with any of its contractual obligations or with any Applicable Laws.

36.2 The Caterer warrants, represents and undertakes to the Operator that it will not at any time during the Term or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrance over property of whatever nature owned by or leased to the Operator or the Grantor and which is for the time being in the possession of the Caterer, for the purposes of this Agreement.

37. **PARTIES**

37.1 The Operator may assign, transfer, novate, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the consent of the Caterer where the Operator has assigned, transferred, novated, charged or otherwise disposed of all or any of its rights and responsibilities under the Operator Agreement to the same entity. The Operator may otherwise assign, transfer, novate, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement with the consent of the Caterer (not to be unreasonably withheld or delayed).

37.2 Subject to Clause 37.3, the Caterer may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the Operator.

37.3 The Caterer shall not sub-contract its obligations under this Agreement without the prior written consent of the Operator (such consent not to be unreasonably withheld or delayed), except to:

37.3.1 a subcontractor where the value of the relevant subcontract is [REDACTED] per annum;

37.3.2 third party employment agencies for the provision of agency workers;

37.3.3 subject to Clause 7.1.11, third party providers of deep cleaning services; or

37.3.4 subject to Clause 7.1.10, any other third party providers of services which are not critical to the provision of the Catering Services.

37.4 Whenever the Caterer sub-contracts any of its obligations under this Agreement to a third party in accordance with Clause 37.3, the Caterer shall use its reasonable endeavours to facilitate discussions between the Operator and that third party, as appropriate, regarding the potential sale by the Operator (subject to Clause 8.4) of sponsorship rights in connection with the Site or the Operator's operations at the Site to the third party. These sponsorship rights may include rights for the third party to rent boxes at the Stadium, to be appointed as an official provider to the Stadium and/or to promote its products or services in the Stadium.

37.5 Save as set in Clause 20.8 (*Intellectual Property Rights*), a person who is not a party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement.

37.6 Neither Party may pledge the credit of the other Party nor represent itself as being the other Party nor an agent, partner, employee or representative of the other Party and neither Party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other. Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

38. **CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT**

38.1 **Entire Agreement**

38.1.1 This Agreement and the contracts in the agreed form referred to herein contain the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding, written or oral agreements between the Parties in relation to such subject matter.

38.1.2 The Parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.

### 38.2 **Precedence**

38.2.1 In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement are as follows:

- (a) Clauses 1 (*Definitions and Interpretation*) to 43 (*Double Recovery*) of this Agreement;
- (b) Schedule 3 (*Receivables and Payment*);
- (c) Appendix 1 (*Definitions and Drafting Conventions*); and
- (d) the other Schedules and their Appendices.

### 38.3 **Severability of provisions**

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

### 38.4 **Waiver**

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

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

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

## 39. **CONTRACT ADMINISTRATION**

### 39.1 **Variation**

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

### 39.2 **Counterpart Signatures**

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

### 39.3 **Further Actions Required**

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

**39.4 Notices**

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

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

<b>Manner of Delivery</b>	<b>Deemed time of delivery</b>	<b>Proof of Service</b>
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day	properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting or at the time and date recorded by the delivery service	properly addressed prepaid and posted
Prepaid international air postal service	9.00am on the fifth Business Day after posting	properly addressed prepaid and posted
Email	9.00am on the first Business Day after sending	despatched in a legible and complete form to the correct e-mail address without any error message provided that a confirmation copy of the e-mail is sent to the recipient by another method set out above. Failure to send a confirmation copy will invalidate the service of any e-mail transmission.

39.4.3 Any notice, request and other correspondence pursuant to or in connection with this Agreement shall be in English and shall be sent to the addresses specified below (or such other address as may be notified in writing):

**Operator**

Finance and Contract Manager  
 London Stadium 185 Limited  
 c/o VINCI Concessions  
 1 Ludgate Square  
 London EC4M 7AS  
 Email: [REDACTED]@vinci-concessions.com

**Caterer**

Managing Director  
Delaware North Companies (UK) Hospitality Services Limited  
11th Floor, York House  
Empire Way  
Wembley  
HA9 0PA  
Email address: [REDACTED]@delawarenorth.com

**40. DISPUTE RESOLUTION PROCEDURE**

**40.1 Amicable Settlement**

The Parties shall first attempt to resolve amicably any dispute, claim, controversy or difference of opinion that might arise between them under or in connection with this Agreement (including without limitation any dispute regarding the existence, validity or termination of this Agreement) ("**Dispute**") by giving notice to the other Party that it is applying under this Clause 40 (*Dispute Resolution Procedure*) for dispute resolution, together with sufficient particulars of the matter(s) in dispute.

**40.2** Any Dispute which cannot be settled pursuant to Clause 40.1 shall be resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "**Rules**"), by one (1) or more arbitrators appointed in accordance with such Rules. The seat of arbitration shall be London, England and the language of arbitration shall be English. The decision of the arbitral tribunal shall be final and binding on the Parties.

**41. LAW**

**41.1** Subject to Clause 40.2, this Agreement 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 or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

**42. JURISDICTION**

**42.1** Subject to Clause 40.2, the Parties submit to the exclusive jurisdiction of the English courts.

**43. DOUBLE RECOVERY**

**43.1** Notwithstanding any other provision of this Agreement, neither Party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent it has already been compensated in respect of that loss pursuant to this Agreement.

The Parties have signed this Agreement on the date first above written.

**SIGNED** for and on behalf of )  
**LONDON STADIUM** )  
**185 LIMITED** )

*Signature* [REDACTED]

*Print Name* [REDACTED]

*Authorised Signatory*

**SIGNED** for and on behalf of )  
**DELAWARE NORTH COMPANIES (UK)** )  
**HOSPITALITY SERVICES LIMITED** )

*Signature* [REDACTED]

*Print Name* [REDACTED]

*Director/Authorised Signatory*

## SCHEDULE 1

### CATERING SERVICES

#### PART 1

#### SCOPE OF CATERING SERVICES

##### 1. General

1.1 The Caterer shall be responsible for the management, co-ordination and operation of the following Catering Services provided at the Site:

1.1.1 public catering services, including concourse food and beverage kiosks and any other temporary catering facilities/services (as required by the Event Organiser);

1.1.2 Hospitality Catering services, including corporate hospitality suites and boxes, boardroom, members/premier lounges and bars;

1.1.3 non-commercial catering services, including; players and competitors, performers, press, Operator's Personnel;

1.1.4 conference and banqueting services on Non-Event Days, comprising the commercial letting of the facilities within the Site for conferences, meetings and catered functions;

1.1.5 South Park kiosks;

1.1.6 marketing, sales, facilitation, management and operation of Functions and of tours of the Stadium;

1.1.7 the overlay works for the Caterer FF&E; and

1.1.8 catering at fanzones, subject to and in accordance with a business plan to be agreed with the Operator (each Party acting reasonably).

##### 2. Sponsorship

2.1.1 It is acknowledged and accepted that the Operator may grant exclusive sponsorship rights (including Pouring Rights) to third parties in respect of any Event. If the Operator enters in an agreement with an official supplier or other commercial partner for the provision of official supplier products, those products should be made available to the Caterer to purchase on terms which are no less favourable than the Caterer is reasonably able to obtain for comparable products within the market place.

2.1.2 The Caterer may be in charge of the commercialisation of sponsorship rights (including Pouring Rights (if agreed in accordance with Clause 8.2), snacks, confectionery), to be agreed with the Operator (in its absolute discretion).

2.1.3 The Caterer shall be responsible for the procurement, cost and installation of all beverage storage equipment within the Catering Facilities relating to the Pouring Rights. The Parties anticipate that the brewery supplier will incur the cost of cooling, delivery and dispensing beer equipment (and associated maintenance costs) in line with the pouring and marketing rights that are granted to that supplier.

2.1.4 Pouring Rights and Marketing Rights shall not relate to any of the excluded categories, meaning a category of Event, Marketing Right or Pouring Right:



- (a) for any overtly political or religious organisation;
- (b) for any organisation whose principal business includes the sale of tobacco-related products or pornographic material;
- (c) which do not comply with Applicable Laws, or which incite anyone to break the Applicable Laws;
- (d) which conflict with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) and the UK Code of Broadcast Advertising (BCAP Code);
- (e) which depict men, women or children as sex objects, or depict or refer to indecency or obscenity, or depict illegal and immoral material;
- (f) which depict direct and immediate violence to anyone shown in the advertisement or to anyone looking at the advertisement;
- (g) which contain illustrations which depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the consent of that person or an authorised representative of that person is obtained (if required) and is produced to the Operator;
- (h) which do not comply with any Governing Body requirements;
- (i) which encourage, in whatever manner, behaviour which promotes disparaging views or behaviour relating to an individual's or group's colour, race, nationality, ethnic or national origins, sex, marital status, religion, age or disability;
- (j) which promotes 'pay day lenders' or their products;
- (k) which in the Operator's reasonable opinion damages or risks damaging the reputation of the Stadium, South Park, Queen Elizabeth Olympic Park (and all venues on or related to the QEOP), the Grantor, London Borough of Newham, the Mayor of London, the Greater London Authority or London;
- (l) which, in the case of an Event:
  - (i) presents a material risk of health and safety to the audience; or
  - (ii) is against the advice of the Police; or
- (m) which is not in compliance with the license or otherwise not in accordance with the Agreement.

(each an "**Excluded Category**" and together, the "**Excluded Categories**").

### 3. **West Ham Events**

3.1 In respect of the West Ham Events held in the Stadium, the Caterer shall (but not without first liaising with the Operator), carry out such activities as may be required, pursuant to the WH Agreement and this Agreement, including but not limited to:

- 3.1.1 comply with any reasonable specification requests relating to Refreshments and Catering Services provided by West Ham to the Caterer, at least five (5) Business Days (or as soon as reasonably practicable if the Event is

scheduled with less than five (5) Business Days notice) before each Event. For Hospitality Catering services, the Caterer shall consult with West Ham before each Event to confirm the number of guests for which it will charge. The Operator acknowledges that the Caterer may consult with West Ham in relation to any increases in the number of guests before the start of the relevant Event;

- 3.1.2 provide Refreshments, Catering Services and ancillary services at a quality and price at least comparable to Comparable Clubs;
  - 3.1.3 ensure that the pricing of the Catering Services is fixed for each football season and shall be notified to the Operator for the following football season by 31 May in each year;
  - 3.1.4 refrain from making any payment to the Grantor or any Grantor Related Party which is directly or indirectly related to a mark-up on the price for sales of catering, Refreshments, food, beverages or ancillary services charged to purchasers thereof;
  - 3.1.5 ensure that the branding of all catering, Refreshments and ancillary services corresponds to West Ham's reasonable branding requirements;
  - 3.1.6 liaise with West Ham in relation to the provision of catering, Refreshments and ancillary services at each West Ham Event, including, but not limited to, establishing menus and hospitality packages to be offered at each West Ham Event in the hospitality areas;
  - 3.1.7 inform West Ham in sufficient detail to allow West Ham to audit the Caterer's performance in relation to Catering Services provided in West Ham Events (no more than twice per football season);
  - 3.1.8 be responsible for selecting and providing all cutlery, tableware, glassware, flatware, table linen and other accoutrements in relation to the provision of food and beverages at West Ham Events; and
  - 3.1.9 take into account any reasonable concern of West Ham in relation to the provision of the Catering Services for West Ham Events.
- 3.2 The Parties agree that the Caterer shall be responsible for meeting the requirements of West Ham in relation to the provision of Catering Services to West Ham as envisaged in this Agreement.

#### 4. **UKA Events**

- 4.1 In respect of the UKA Events held in the Stadium, the Caterer shall (but not without first liaising with the Operator), carry out such activities as may be required, pursuant to the UKA Agreement and this Agreement, including but not limited to:
  - 4.1.1 comply with reasonable specification requests for the Refreshments, catering and ancillary services made by UKA at least five (5) Business Days (or as soon as is reasonably practicable if the Event is scheduled with less than five (5) Business Days notice) before each UKA Event. For Hospitality Catering services, the Caterer shall consult with UKA before each Event to confirm the number of guests for which it will charge. The Operator acknowledges that the Caterer may consult with UKA in relation to any increases in the number of guests before the start of the relevant Event;
  - 4.1.2 provide food and beverage services at the annual prevailing rates established to the service level standards as set out in this Agreement

relating to Refreshments, catering and ancillary services provided to UKA and/or UKA Parties (as defined in the UKA Agreement);

- 4.1.3 use its best endeavours to procure that the Catering Services shall be supported by adequately skilled and trained staff in respect of each UKA Event;
  - 4.1.4 in the event that the Caterer cannot provide Refreshments, Catering Services or ancillary services and associated personnel to UKA for a UKA Event, inform UKA as soon as practicable and UKA may provide Refreshments, catering or ancillary services and associated personnel at its own cost; and
  - 4.1.5 liaise with UKA in relation to the provision of Catering Services, Refreshments and ancillary services at each UKA Event.
- 4.2 The Parties agree that the Caterer shall be responsible for meeting the requirements of UKA in relation to the provision of Catering Services to UKA as envisaged in this Agreement.

## 5. **ER2015 Events**

- 5.1 In respect of the ER2015 Events held in the Stadium, the Caterer shall (but not without first liaising with the Operator), carry out such activities as may be required pursuant to the ER2015 Agreement and this Agreement.
- 5.2 The Parties agree that the Caterer shall be responsible for meeting the requirements of ER2015 in relation to the provision of Catering Services to ER2015 as envisaged in this Agreement.

## 6. **Rights and duties**

- 6.1 The Caterer shall have the following rights as from the Effective Date and during the Term of this Agreement:
- 6.1.1 right to sell, promote, prepare and dispense the Refreshments at the Site;
  - 6.1.2 right of use of the Catering Facilities;
  - 6.1.3 right to use all of the kitchens and other food preparation and food storage areas which constitute a part of the Catering Facilities and to share the right with the Operator or any Event Organiser to use all of the public dining areas, executives boxes and lounges included in the Catering Facilities and the common areas, from and after the Effective Date;
  - 6.1.4 right to promote and sell the Functions at the Site. Any additional operational cost incurred by the Operator in relation to the Functions shall be subject to agreement between the Parties;
  - 6.1.5 rights of use of the Caterer's FF&E at the Catering Facilities. During the term of this Agreement, the Operator shall have the right to conduct periodic inventories of the Caterer's FF&E; and
  - 6.1.6 right to operate four (4) catering kiosks currently located in the South Park.
- 6.2 The Caterer shall provide all such assistance as the Operator may reasonably require in relation to the performance by the Operator of its obligations in relation to this Paragraph 6.

- 6.3 For any Events that are not Major Sporting Events, the Operator's overriding priority to act commercially; driving a financially successful stadium that delivers sustainability and profit, optimising usage to maximise return shall take priority over the Caterer's exclusive rights set forth in this Schedule 1.
- 6.4 The Operator shall present the Caterer to the relevant Event Organisers as its preferred provider of catering services at the Site in accordance with Clause 6.1. Except as set out in Clause 6.2, the Operator shall have no liability to the Caterer in case an Event Organiser decides not to retain the Caterer for the provision of Catering Services. In the event an alternative hospitality provider is used, the Caterer shall not be liable for associated set up and break down costs.

## **PART 2**

### **SERVICES MATRIX**

1. **Services Matrix**
- 1.1 The Services Matrix in this Schedule 1 Part 2 (Services Matrix) sets out the services to be provided by the various parties during the various periods of this Agreement.
- 1.2 The general obligations outlined in this Schedule 1 Part 2 (Services Matrix) will, unless otherwise stated, apply during all periods of this Agreement.
- 1.3 Defined terms used in this Schedule 1 Part 2 (Services Matrix) shall, unless defined in this Agreement, have the meaning given in the Operator Agreement.

**SCHEDULE 2**

**PART 1**

[REDACTED]

[REDACTED]

**SUMMARY**

[REDACTED]

**LEVEL 2**

Level	Area	Equip / Fit Out	Item	Value	Type
2	L02-WS-038-North Kitchen	Equipment	Chiller room		Equipment
2	L02-WS-038-North Kitchen	Equipment	2 No 20:10 combi ovens with water filters		Equipment
2	L02-WS-038-North Kitchen	Equipment	4 plate electric oven		Equipment
2	L02-WS-038-North Kitchen	Equipment	S/s infill table		Equipment
2	L02-WS-038-North Kitchen	Equipment	Extract canopy (UV)		Equipment
2	L02-WS-038-North Kitchen	Equipment	Hot plate with tw in heated gantry		Equipment
2	L02-WS-038-North Kitchen	Equipment	Beverage base unit		Equipment
2	L02-WS-038-North Kitchen	Equipment	Water boiler with water filter		Equipment
2	L02-WS-038-North Kitchen	Equipment	Glasswash		Equipment
2	L02-WS-038-North Kitchen	Equipment	6 No 84 plate Jackstacks		Equipment
2	L02-WS-038-North Kitchen	Equipment	3 No mobile racks		Equipment
2	L02-WS-038-North Kitchen	Equipment	2 No whbs		Equipment
2	L02-WS-038-North Kitchen	Equipment	Insectocutor		Equipment
2	L02-WS-038-North Kitchen	Equipment	Cleaners sink		Equipment
2	L02-WS-038-North Kitchen	Equipment	Double bowl pot wash sink		Equipment
2	L02-WS-038-North Kitchen	Equipment	Under counter refrigerator		Equipment
2	L02-WS-038-North Kitchen	Equipment	Double bowl prep sinks		Equipment
2	L02-WS-038-North Kitchen	Equipment	2 tier wall shelves		Equipment
2	L02-WS-038-North Kitchen	Equipment	Gastro rack		Equipment
2	L02-WS-038-North Kitchen	Equipment	5 tier crockery racks		Equipment
2	L02-WS-038-North Kitchen	Equipment	Rack type dishwasher		Equipment
2	L02-WS-038-North Kitchen	Equipment	Cleans tabling		Equipment
2	L02-WS-038-North Kitchen	Equipment	Dirty tabling with pre-rinse sink & spray arm		Equipment
2	L02-WS-038-North Kitchen	Equipment	2 No grease traps & enzyme dosing		Equipment
2	L02-WS-038-North Kitchen	Equipment	Installation		Equipment
2	L02-WS-038-North Kitchen	Fit Out	Prelims		Works - Floor/w all covering
2	L02-WS-038-North Kitchen	Fit Out	Block partitions/plaster		Works - Floor/w all covering
2	L02-WS-038-North Kitchen	Fit Out	Door & frame		Works - Floor/w all covering
2	L02-WS-038-North Kitchen	Fit Out	Altro flooring		Works - Floor/w all covering
2	L02-WS-038-North Kitchen	Fit Out	Altro Whiterock		Works - Floor/w all covering
2	L02-WS-038-North Kitchen	Fit Out	Suspended ceiling		Works - Floor/w all covering
2	L02-WS-038-North Kitchen	Fit Out	Decorations		Decoration & signage
2	L02-WS-038-North Kitchen	Fit Out	Electrics including conduit/cable trays		Works - Electricity
2	L02-WS-038-North Kitchen	Fit Out	General lighting including emergency		Standards and regulations
2	L02-WS-038-North Kitchen	Fit Out	Mechanical services (plumbing/wastes)		Works - Plumbing
2	L02-WS-038-North Kitchen	Fit Out	Drainage		Works - Plumbing
2	L02-WS-038-North Kitchen	Fit Out	Extract ductwork		Standards and regulations
2	L02-WS-038-North Kitchen	Fit Out	Supply air ductwork		Standards and regulations
2	L02-WS-038-North Kitchen	Fit Out	Data distribution		Other
2	L02-WS-038-North Kitchen	Fit Out	BWIC		Other

Level	Area	Equip / Fit Out	Item	Value	Type
2	L02-WS-043 South Kitchen	Equipment	Chiller room		Equipment
2	L02-WS-043 South Kitchen	Equipment	2 No 20:10 combi ovens w ith w ater filters		Equipment
2	L02-WS-043 South Kitchen	Equipment	4 plate electric oven		Equipment
2	L02-WS-043 South Kitchen	Equipment	S/s infill table		Equipment
2	L02-WS-043 South Kitchen	Equipment	Extract canopy (UV)		Equipment
2	L02-WS-043 South Kitchen	Equipment	Hot plate with tw in heated gantry		Equipment
2	L02-WS-043 South Kitchen	Equipment	Beverage base unit		Equipment
2	L02-WS-043 South Kitchen	Equipment	Water boiler w ith w ater filter		Equipment
2	L02-WS-043 South Kitchen	Equipment	Glassw ash		Equipment
2	L02-WS-043 South Kitchen	Equipment	6 No 84 plate Jackstacks		Equipment
2	L02-WS-043 South Kitchen	Equipment	3 No mobile racks		Equipment
2	L02-WS-043 South Kitchen	Equipment	2 No w hbs		Equipment
2	L02-WS-043 South Kitchen	Equipment	Insectocutor		Equipment
2	L02-WS-043 South Kitchen	Equipment	Cleaners sink		Equipment
2	L02-WS-043 South Kitchen	Equipment	Double bow l pot w ash sink		Equipment
2	L02-WS-043 South Kitchen	Equipment	Under counter refrigerator		Equipment
2	L02-WS-043 South Kitchen	Equipment	Double bow l prep sinks		Equipment
2	L02-WS-043 South Kitchen	Equipment	2 tier w all shelves		Equipment
2	L02-WS-043 South Kitchen	Equipment	Gastro rack		Equipment
2	L02-WS-043 South Kitchen	Equipment	5 tier crockery racks		Equipment
2	L02-WS-043 South Kitchen	Equipment	Rack type dishw asher		Equipment
2	L02-WS-043 South Kitchen	Equipment	Cleans tabling		Equipment
2	L02-WS-043 South Kitchen	Equipment	Dirtyes tabling w ith pre-rinse sink & spray arm		Equipment
2	L02-WS-043 South Kitchen	Equipment	2 No grease traps & enzyme dosing		Equipment
2	L02-WS-043 South Kitchen	Equipment	Installation		Equipment
2	L02-WS-043 South Kitchen	Fit Out	Prelims		Works - Floor/w all covering
2	L02-WS-043 South Kitchen	Fit Out	Block partitions/plaster		Works - Floor/w all covering
2	L02-WS-043 South Kitchen	Fit Out	Door & frame		Works - Floor/w all covering
2	L02-WS-043 South Kitchen	Fit Out	Altro flooring		Works - Floor/w all covering
2	L02-WS-043 South Kitchen	Fit Out	Altro Whiterock		Works - Floor/w all covering
2	L02-WS-043 South Kitchen	Fit Out	Suspended ceiling		Works - Floor/w all covering
2	L02-WS-043 South Kitchen	Fit Out	Decorations		Decoration & signage
2	L02-WS-043 South Kitchen	Fit Out	Electrics including conduit/cable trays		Works - Electricity
2	L02-WS-043 South Kitchen	Fit Out	General lighting including emergency		Standards and regulations
2	L02-WS-043 South Kitchen	Fit Out	Mechanical services (plumbing/w astes)		Works - Plumbing
2	L02-WS-043 South Kitchen	Fit Out	Drainage		Works - Plumbing
2	L02-WS-043 South Kitchen	Fit Out	Extract ductw ork		Standards and regulations
2	L02-WS-043 South Kitchen	Fit Out	Supply air ductw ork		Standards and regulations
2	L02-WS-043 South Kitchen	Fit Out	Data distribution		Other
2	L02-WS-043 South Kitchen	Fit Out	BWIC		Other



Level	Area	Equip / Fit Out	Item	Value	Type
2	L02-WS-039 Hospitality Lounge/Dining	Equipment	2 No buffet back counters	[REDACTED]	
2	L02-WS-039 Hospitality Lounge/Dining	Equipment	2 No mobile buffet front counters		

Level	Area	Equip / Fit Out	Item	Value	Type
2	L02-WS-041 Hospitality Open Bar	Equipment	3 No under counter bottle coolers	[REDACTED]	Other
2	L02-WS-041 Hospitality Open Bar	Equipment	Inset sink bow l & tap		Other
2	L02-WS-041 Hospitality Open Bar	Equipment	Inset w hb & tap		Other
2	L02-WS-041 Hospitality Open Bar	Equipment	2 No inset ice troughs		Other
2	L02-WS-041 Hospitality Open Bar	Equipment	2 No bottle skips		Other
2	L02-WS-041 Hospitality Open Bar	Equipment	2 No refuse bins		Other
2	L02-WS-041 Hospitality Open Bar	Equipment	2 No optic sets		Other
2	L02-WS-041 Hospitality Open Bar	Equipment	2 No cash registers/printers		Other
2	L02-WS-041 Hospitality Open Bar	Equipment	Installation		Other

Level	Area	Equip / Fit Out	Item	Value	Type
2	L02-WS-042 Hospitality Open Bar	Equipment	3 No under counter bottle coolers	[REDACTED]	Other
2	L02-WS-042 Hospitality Open Bar	Equipment	Inset sink bow l & tap		Other
2	L02-WS-042 Hospitality Open Bar	Equipment	Inset w hb & tap		Other
2	L02-WS-042 Hospitality Open Bar	Equipment	2 No inset ice troughs		Other
2	L02-WS-042 Hospitality Open Bar	Equipment	2 No bottle skips		Other
2	L02-WS-042 Hospitality Open Bar	Equipment	2 No refuse bins		Other
2	L02-WS-042 Hospitality Open Bar	Equipment	2 No optic sets		Other
2	L02-WS-042 Hospitality Open Bar	Equipment	2 No cash registers/printers		Other
2	L02-WS-042 Hospitality Open Bar	Equipment	Installation		Other

Level	Area	Equip / Fit Out	Item	Value	Type
2	All Hospitality areas	CCG	Gold level 2 (414 pers £100 per head)	[REDACTED]	Small inventory initial costs
2	All Hospitality areas	CCG	Silver level 2 (399 pers £80 per head)		Small inventory initial costs

2	L02-WS-001 Hospitality Bar/Kiosk	Equipment	Disposable shelving above island counter		Other
2	L02-WS-001 Hospitality Bar/Kiosk	Equipment	Under counter refrigerator		Kitchen equipment
2	L02-WS-001 Hospitality Bar/Kiosk	Equipment	2 No under counter bottle coolers		Other
2	L02-WS-001 Hospitality Bar/Kiosk	Equipment	Front counter		Other
2	L02-WS-001 Hospitality Bar/Kiosk	Equipment	4 No bottle skips		Other
2	L02-WS-001 Hospitality Bar/Kiosk	Equipment	4 No cash registers & 2 No printers		Other
2	L02-WS-001 Hospitality Bar/Kiosk	Equipment	Insectocutor		Standards and regulations
2	L02-WS-001 Hospitality Bar/Kiosk	Equipment	Installation		Other

Level	Area	Equip / Fit Out	Item	Value	Type
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Prelims		Works - Floor/wall covering
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Altro flooring		Works - Floor/wall covering
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Wall finishes		Works - Floor/wall covering
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Ceiling finishes (or treatment)		Works - Floor/wall covering
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Decorations		Decoration & signage
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Display shelving above front counter		Other
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Electrics, including conduit/cable trays		Works - Electricity
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	General lighting (P R) including emergency		Standards and regulations
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Decorative lighting		Decoration & signage
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	4 No flat screen TVs & brackets		Other
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Graphics/signs		Decoration & signage
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Mechanical services (plumbing/wastes)		Works - Plumbing
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Air extract/inlet ductwork		Standards and regulations
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Ansul system		Fire safety
2	L02-WS-001 Hospitality Bar/Kiosk	Fit Out	Data distribution		Other

Level	Area	Equip / Fit Out	Item	Value	Type
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	10 & 6 grid combi duo with Ultravent hood & water filter		Kitchen equipment
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Double stacked turbo fan ovens		Kitchen equipment
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Upright double door refrigerator		Kitchen equipment
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Front counter		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Back & end counter		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Island counter with hot hold (ceran) & bonded glass gantry		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Disposable shelving above island counter		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Under counter refrigerator		Kitchen equipment
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	2 No under counter bottle coolers		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Front counter		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	4 No bottle skips		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	4 No cash registers & 2 No printers		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Insectocutor		Standards and regulations
2	L02-WS-017 Hospitality Bar/Kiosk	Equipment	Installation		Other

Level	Area	Equip / Fit Out	Item	Value	Type
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Prelims		Works - Floor/wall covering
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Altro flooring		Works - Floor/wall covering
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Wall finishes		Works - Floor/wall covering
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Ceiling finishes (or treatment)		Works - Floor/wall covering
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Decorations		Decoration & signage
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Display shelving above front counter		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Electrics, including conduit/cable trays		Works - Electricity
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	General lighting (P R) including emergency		Standards and regulations
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Decorative lighting		Decoration & signage
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	4 No flat screen TVs & brackets		Other
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Graphics/signs		Decoration & signage
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Mechanical services (plumbing/wastes)		Works - Plumbing
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Air extract/inlet ductwork		Standards and regulations
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Ansul system		Fire safety
2	L02-WS-017 Hospitality Bar/Kiosk	Fit Out	Data distribution		Other

**LEVEL 1**

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-055 Main Kitchen	Equipment	Box holding chiller room		
Level 1	L01-WS-055 Main Kitchen	Equipment	Dual compartment chiller		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 No 20:10 combi ovens with water filters		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 No tw in pan fryers		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 No 4 plate electric ovens		
Level 1	L01-WS-055 Main Kitchen	Equipment	Bratt pan		
Level 1	L01-WS-055 Main Kitchen	Equipment	3 No s/s infill tables		
Level 1	L01-WS-055 Main Kitchen	Equipment	Chargrill		
Level 1	L01-WS-055 Main Kitchen	Equipment	Extract canopy (UV)		
Level 1	L01-WS-055 Main Kitchen	Equipment	Service spine		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 No hot plates with tw in heated gantries		
Level 1	L01-WS-055 Main Kitchen	Equipment	6 No Altosham hot holding cabinets		
Level 1	L01-WS-055 Main Kitchen	Equipment	Beverage base unit		
Level 1	L01-WS-055 Main Kitchen	Equipment	Water boiler with water filter		
Level 1	L01-WS-055 Main Kitchen	Equipment	16 No 84 plate Jackstacks		
Level 1	L01-WS-055 Main Kitchen	Equipment	17 No mobile racks		
Level 1	L01-WS-055 Main Kitchen	Equipment	4 No w hbs		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 No Insectocutors		
Level 1	L01-WS-055 Main Kitchen	Equipment	Cleaners sink		
Level 1	L01-WS-055 Main Kitchen	Equipment	5 tier dry store shelving		
Level 1	L01-WS-055 Main Kitchen	Equipment	Double bowl pot wash sink		
Level 1	L01-WS-055 Main Kitchen	Equipment	3 No centre benches with overselves		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 No under counter refrigerators		
Level 1	L01-WS-055 Main Kitchen	Equipment	Upright double door freezer		
Level 1	L01-WS-055 Main Kitchen	Equipment	Double bowl prep sinks		
Level 1	L01-WS-055 Main Kitchen	Equipment	Mis en place unit		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 tier wall shelves		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 No Gastro racks		
Level 1	L01-WS-055 Main Kitchen	Equipment	Rack type dishwasher		
Level 1	L01-WS-055 Main Kitchen	Equipment	Cleans tabling		
Level 1	L01-WS-055 Main Kitchen	Equipment	Dirty tabling with pre-rinse sink & spray arm		
Level 1	L01-WS-055 Main Kitchen	Equipment	2 No grease traps & enzyme dosing		
Level 1	L01-WS-055 Main Kitchen	Equipment	Wheel-bin		
Level 1	L01-WS-055 Main Kitchen	Equipment	Installation		

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-055 Main Kitchen	Fit Out	Prelims		Works - Floor/w all covering
Level 1	L01-WS-055 Main Kitchen	Fit Out	Demolitions		Works - Floor/w all covering
Level 1	L01-WS-055 Main Kitchen	Fit Out	Block partitions/plaster		Works - Floor/w all covering
Level 1	L01-WS-055 Main Kitchen	Fit Out	2 No doors & frames		Works - Floor/w all covering
Level 1	L01-WS-055 Main Kitchen	Fit Out	Altro flooring		Works - Floor/w all covering
Level 1	L01-WS-055 Main Kitchen	Fit Out	Altro Whiterock		Works - Floor/w all covering
Level 1	L01-WS-055 Main Kitchen	Fit Out	Suspended ceiling		Works - Floor/w all covering
Level 1	L01-WS-055 Main Kitchen	Fit Out	Decorations		Decoration & signage
Level 1	L01-WS-055 Main Kitchen	Fit Out	Electrics including conduit/cable trays		Works - Electricity
Level 1	L01-WS-055 Main Kitchen	Fit Out	General lighting including emergency		Works - Electricity
Level 1	L01-WS-055 Main Kitchen	Fit Out	Mechanical services (plumbing/wastes)		Works - Plumbing
Level 1	L01-WS-055 Main Kitchen	Fit Out	Drainage		Works - Plumbing
Level 1	L01-WS-055 Main Kitchen	Fit Out	Extract ductwork		Standards and regulations
Level 1	L01-WS-055 Main Kitchen	Fit Out	Supply air ductwork		Standards and regulations
Level 1	L01-WS-055 Main Kitchen	Fit Out	Data distribution		Other
Level 1	L01-WS-055 Main Kitchen	Fit Out	BWIC		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-049 Kitchen	Equipment	Chiller room		
Level 1	L01-WS-049 Kitchen	Equipment	Chiller room		
Level 1	L01-WS-049 Kitchen	Equipment	2 No 10:10 combi ovens w with water filters		
Level 1	L01-WS-049 Kitchen	Equipment	4 plate electric oven		
Level 1	L01-WS-049 Kitchen	Equipment	S/s infill table		
Level 1	L01-WS-049 Kitchen	Equipment	Extract canopy (UV)		
Level 1	L01-WS-049 Kitchen	Equipment	4 No Altosham hot holding cabinets		
Level 1	L01-WS-049 Kitchen	Equipment	Mis en place unit		
Level 1	L01-WS-049 Kitchen	Equipment	6 No 84 plate Jackstacks		
Level 1	L01-WS-049 Kitchen	Equipment	11 No mobile racks		
Level 1	L01-WS-049 Kitchen	Equipment	2 No w hbs		
Level 1	L01-WS-049 Kitchen	Equipment	Insectocutor		
Level 1	L01-WS-049 Kitchen	Equipment	Cleaners sink		
Level 1	L01-WS-049 Kitchen	Equipment	Double bow l pot w wash sink		
Level 1	L01-WS-049 Kitchen	Equipment	Under counter refrigerator		
Level 1	L01-WS-049 Kitchen	Equipment	Upright double door freezer		
Level 1	L01-WS-049 Kitchen	Equipment	Double bow l prep sinks		
Level 1	L01-WS-049 Kitchen	Equipment	4 No centre benches w with overshelves		
Level 1	L01-WS-049 Kitchen	Equipment	2 tier w all shelves		
Level 1	L01-WS-049 Kitchen	Equipment	Wall bench		
Level 1	L01-WS-049 Kitchen	Equipment	Gastro rack		
Level 1	L01-WS-049 Kitchen	Equipment	Pass through dishw asher		
Level 1	L01-WS-049 Kitchen	Equipment	Condense canopy		
Level 1	L01-WS-049 Kitchen	Equipment	Cleans tabling		
Level 1	L01-WS-049 Kitchen	Equipment	Dirties tabling w ith pre-rinse sink & spray arm		
Level 1	L01-WS-049 Kitchen	Equipment	2 No grease traps & enzyme dosing		
Level 1	L01-WS-049 Kitchen	Equipment	Wheeli-bin		
Level 1	L01-WS-049 Kitchen	Equipment	Installation		

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-049 Kitchen	Fit Out	Prelims		Works - Floor/w all covering
Level 1	L01-WS-049 Kitchen	Fit Out	Block partitions/plaster		Works - Floor/w all covering
Level 1	L01-WS-049 Kitchen	Fit Out	Altro flooring		Works - Floor/w all covering
Level 1	L01-WS-049 Kitchen	Fit Out	Altro Whiterock		Works - Floor/w all covering
Level 1	L01-WS-049 Kitchen	Fit Out	Suspended ceiling		Works - Floor/w all covering
Level 1	L01-WS-049 Kitchen	Fit Out	Decorations		Decoration & signage
Level 1	L01-WS-049 Kitchen	Fit Out	Electrics including conduit/cable trays		Works - Electricity
Level 1	L01-WS-049 Kitchen	Fit Out	General lighting including emergency		Works - Electricity
Level 1	L01-WS-049 Kitchen	Fit Out	Mechanical services (plumbing/w astes)		Works - Plumbing
Level 1	L01-WS-049 Kitchen	Fit Out	Drainage		Works - Plumbing
Level 1	L01-WS-049 Kitchen	Fit Out	Extract ductw ork		Standards and regulations
Level 1	L01-WS-049 Kitchen	Fit Out	Supply air ductw ork		Standards and regulations
Level 1	L01-WS-049 Kitchen	Fit Out	Data distribution		Other
Level 1	L01-WS-049 Kitchen	Fit Out	BWIC		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	3 No under counter bottle coolers		Kitchen equipment
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	Inset sink bow l & tap		Kitchen equipment
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	Inset w hb & tap		Kitchen equipment
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	2 No inset ice troughs		Kitchen equipment
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	2 No bottle skips		Kitchen equipment
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	2 No refuse bins		Kitchen equipment
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	2 No optic sets		Kitchen equipment
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	2 No cash registers/printers		Kitchen equipment
Level 1	L01-WS-053 Hospitality Bar Servery (in dining room)	Equipment	Installation		Kitchen equipment

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	3 No under counter bottle coolers		Kitchen equipment
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	Inset sink bowl & tap		Kitchen equipment
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	Inset w hb & tap		Kitchen equipment
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	2 No inset ice troughs		Kitchen equipment
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	2 No bottle skips		Kitchen equipment
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	2 No refuse bins		Kitchen equipment
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	2 No optic sets		Kitchen equipment
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	2 No cash registers/printers		Kitchen equipment
Level 1	L01-WS-050 Hospitality Bar Servery (in dining room)	Equipment	Installation		Kitchen equipment

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-022 Club Bar	Equipment	Hot food holding/display		Other
Level 1	L01-WS-022 Club Bar	Equipment	Cold food holding/display		Other
Level 1	L01-WS-022 Club Bar	Equipment	3 No under counter bottle coolers		Other
Level 1	L01-WS-022 Club Bar	Equipment	Inset sink bowl & tap		Other
Level 1	L01-WS-022 Club Bar	Equipment	Inset w hb & tap		Other
Level 1	L01-WS-022 Club Bar	Equipment	2 No inset ice troughs		Other
Level 1	L01-WS-022 Club Bar	Equipment	2 No bottle skips		Other
Level 1	L01-WS-022 Club Bar	Equipment	2 No refuse bins		Other
Level 1	L01-WS-022 Club Bar	Equipment	2 No optic sets		Other
Level 1	L01-WS-022 Club Bar	Equipment	2 No cash registers/printers		Other
Level 1	L01-WS-022 Club Bar	Equipment	Installation		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-011 Bar Servery	Equipment	Hot food holding/display		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	Cold food holding/display		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	3 No under counter bottle coolers		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	Inset sink bowl & tap		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	Inset w hb & tap		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	2 No inset ice troughs		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	2 No bottle skips		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	2 No refuse bins		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	2 No optic sets		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	2 No cash registers/printers		Kitchen equipment
Level 1	L01-WS-011 Bar Servery	Equipment	Installation		Kitchen equipment

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-014 Bar Servery	Equipment	Hot food holding/display		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	Cold food holding/display		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	3 No under counter bottle coolers		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	Inset sink bowl & tap		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	Inset w hb & tap		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	2 No inset ice troughs		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	2 No bottle skips		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	2 No refuse bins		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	2 No optic sets		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	4 No cash registers/printers		Kitchen equipment
Level 1	L01-WS-014 Bar Servery	Equipment	Installation		Kitchen equipment

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-076 Bar Store	Equipment	Prelims		Works - Floor/w all covering
Level 1	L01-WS-076 Bar Store	Equipment	Floor paint		Works - Floor/w all covering
Level 1	L01-WS-076 Bar Store	Equipment	Suspended ceiling, insulated		Works - Floor/w all covering
Level 1	L01-WS-076 Bar Store	Equipment	Decorations to fair faced blockwork		Decoration & signage
Level 1	L01-WS-076 Bar Store	Equipment	Electrics including conduit/cable trays		Works - Electricity
Level 1	L01-WS-076 Bar Store	Equipment	General lighting including emergency		Works - Electricity
Level 1	L01-WS-076 Bar Store	Equipment	Mechanical services (plumbing/wastes)		Works - Plumbing
Level 1	L01-WS-076 Bar Store	Equipment	Drainage		Works - Plumbing
Level 1	L01-WS-076 Bar Store	Equipment	Extract ductwork		Standards and regulations
Level 1	L01-WS-076 Bar Store	Equipment	BWIC		Other
Level 1	L01-WS-076 Bar Store	Equipment	Sink		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-016 Bar Servery	Equipment	Hot food holding/display		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	Cold food holding/display		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	3 No under counter bottle coolers		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	Inset sink bowl & tap		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	Inset with hob & tap		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	2 No inset ice troughs		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	2 No bottle skips		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	2 No refuse bins		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	2 No optic sets		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	4 No cash registers/printers		Kitchen equipment
Level 1	L01-WS-016 Bar Servery	Equipment	Installation		Kitchen equipment

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-017 Bar Store		Prelims		Works - Floor/w all covering
Level 1	L01-WS-017 Bar Store		Floor paint		Works - Floor/w all covering
Level 1	L01-WS-017 Bar Store		Suspended ceiling, insulated		Works - Floor/w all covering
Level 1	L01-WS-017 Bar Store		Decorations to fair faced blockwork		Decoration & signage
Level 1	L01-WS-017 Bar Store		Electrics including conduit/cable trays		Works - Electricity
Level 1	L01-WS-017 Bar Store		General lighting including emergency		Works - Electricity
Level 1	L01-WS-017 Bar Store		Mechanical services (plumbing/wastes)		Works - Plumbing
Level 1	L01-WS-017 Bar Store		Drainage		Works - Plumbing
Level 1	L01-WS-017 Bar Store		Extract ductwork		Standards and regulations
Level 1	L01-WS-017 Bar Store		BWIC		Other
Level 1	L01-WS-017 Bar Store		Sink		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-109/103/097/091/088/084 Box Serveries		6 No double door upright refrigerators		Kitchen equipment
Level 1	L01-WS-109/103/097/091/088/084 Box Serveries		6 No work surfaces with cupboards/shelves under, inset sink bowl		Kitchen equipment
Level 1	L01-WS-109/103/097/091/088/084 Box Serveries		6 No sets of wall cubboards		Kitchen equipment
Level 1	L01-WS-109/103/097/091/088/084 Box Serveries		6 No water boilers with water filters		Kitchen equipment
Level 1	L01-WS-109/103/097/091/088/084 Box Serveries		6 No insectocutors		Kitchen equipment
Level 1	L01-WS-109/103/097/091/088/084 Box Serveries		6 No installation		Kitchen equipment

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	Fit Out (6 No serveries)		Prelims		Works - Floor/w all covering
Level 1	Fit Out (6 No serveries)		Altro flooring		Works - Floor/w all covering
Level 1	Fit Out (6 No serveries)		Altro Whiterock		Works - Floor/w all covering
Level 1	Fit Out (6 No serveries)		Suspended ceiling		Works - Floor/w all covering
Level 1	Fit Out (6 No serveries)		Decorations		Decoration & signage
Level 1	Fit Out (6 No serveries)		Electrics including conduit/cable trays		Works - Electricity
Level 1	Fit Out (6 No serveries)		General lighting including emergency		Works - Electricity
Level 1	Fit Out (6 No serveries)		Mechanical services (plumbing/w astes)		Works - Plumbing
Level 1	Fit Out (6 No serveries)		Drainage		Works - Plumbing
Level 1	Fit Out (6 No serveries)		Extract ductw ork		Standards and regulations
Level 1	Fit Out (6 No serveries)		BWIC		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-107/106/105/101/100/099/095/094/093/		15 No undercounter bottle coolers		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-074 Catering Support Area	Equipment	Chiller room		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No 20:10 combi ovens w ith w ater filters		
Level 1	L01-WS-074 Catering Support Area	Equipment	10:10 combi oven w ith w ater filter		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No 4 plate electric ovens		
Level 1	L01-WS-074 Catering Support Area	Equipment	Tw in pan fryer		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No s/s infill tables		
Level 1	L01-WS-074 Catering Support Area	Equipment	Extract canopy (UV)		
Level 1	L01-WS-074 Catering Support Area	Equipment	Extract canopy (UV)		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No hot plates w ith tw in heated gantries		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No Altosham hot holding cabinets		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No roll in refrigerated cabinets		
Level 1	L01-WS-074 Catering Support Area	Equipment	10 No 84 plate Jackstacks		
Level 1	L01-WS-074 Catering Support Area	Equipment	Beverage base unit		
Level 1	L01-WS-074 Catering Support Area	Equipment	Water boiler w ith w ater filter		
Level 1	L01-WS-074 Catering Support Area	Equipment	14 No mobile racks		
Level 1	L01-WS-074 Catering Support Area	Equipment	4 No w hbs		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No Insectocutors		
Level 1	L01-WS-074 Catering Support Area	Equipment	Cleaners sink		
Level 1	L01-WS-074 Catering Support Area	Equipment	Double bow l pot w ash sink		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No centre benches w ith overshelves		
Level 1	L01-WS-074 Catering Support Area	Equipment	Under counter refrigerator		
Level 1	L01-WS-074 Catering Support Area	Equipment	Double bow l prep sinks		
Level 1	L01-WS-074 Catering Support Area	Equipment	Mis en place unit		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 tier w all shelves		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No Gastro racks		
Level 1	L01-WS-074 Catering Support Area	Equipment	Rack type dishw asher		
Level 1	L01-WS-074 Catering Support Area	Equipment	Cleans tabling		
Level 1	L01-WS-074 Catering Support Area	Equipment	Dirtyes tabling w ith pre-rinse sink & spray arm		
Level 1	L01-WS-074 Catering Support Area	Equipment	2 No grease traps & enzyme dosing		
Level 1	L01-WS-074 Catering Support Area	Equipment	Glassw ash		
Level 1	L01-WS-074 Catering Support Area	Equipment	6 No glass rack dollies		
Level 1	L01-WS-074 Catering Support Area	Equipment	Wheel-bin		
Level 1	L01-WS-074 Catering Support Area	Equipment	Installation		

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-074 Catering Support Area	Fit Out	Prelims		Works - Floor/w all covering
Level 1	L01-WS-074 Catering Support Area	Fit Out	Altro flooring		Works - Floor/w all covering
Level 1	L01-WS-074 Catering Support Area	Fit Out	Altro Whiterock		Works - Floor/w all covering
Level 1	L01-WS-074 Catering Support Area	Fit Out	Suspended ceiling		Works - Floor/w all covering
Level 1	L01-WS-074 Catering Support Area	Fit Out	Decorations		Decorat ion & signage
Level 1	L01-WS-074 Catering Support Area	Fit Out	Electrics including conduit/cable trays		Works - Electricity
Level 1	L01-WS-074 Catering Support Area	Fit Out	General lighting including emergency		Works - Electricity
Level 1	L01-WS-074 Catering Support Area	Fit Out	Mechanical services (plumbing/w astes)		Works - Plumbing
Level 1	L01-WS-074 Catering Support Area	Fit Out	Drainage		Works - Plumbing
Level 1	L01-WS-074 Catering Support Area	Fit Out	Extract ductw ork		Standards and regulations
Level 1	L01-WS-074 Catering Support Area	Fit Out	Supply air ductw ork		Standards and regulations
Level 1	L01-WS-074 Catering Support Area	Fit Out	Data distribution		Other
Level 1	L01-WS-074 Catering Support Area	Fit Out	BWIC		Other

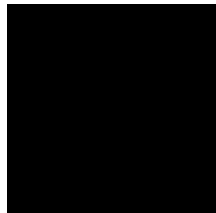
Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-072 Catering Support Area	Equipment	Chiller room		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No 20:10 combi ovens w ith w ater filters		
Level 1	L01-WS-072 Catering Support Area	Equipment	10:10 combi oven w ith w ater filter		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No 4 plate electric ovens		
Level 1	L01-WS-072 Catering Support Area	Equipment	Tw in pan fryer		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No s/s infill tables		
Level 1	L01-WS-072 Catering Support Area	Equipment	Extract canopy (UV)		
Level 1	L01-WS-072 Catering Support Area	Equipment	Extract canopy (UV)		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No hot plates w ith tw in heated gantries		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No Altosham hot holding cabinets		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No roll in refrigerated cabinets		
Level 1	L01-WS-072 Catering Support Area	Equipment	10 No 84 plate Jackstacks		
Level 1	L01-WS-072 Catering Support Area	Equipment	Beverage base unit		
Level 1	L01-WS-072 Catering Support Area	Equipment	Water boiler w ith w ater filter		
Level 1	L01-WS-072 Catering Support Area	Equipment	14 No mobile racks		
Level 1	L01-WS-072 Catering Support Area	Equipment	4 No w hbs		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No Insectocutors		
Level 1	L01-WS-072 Catering Support Area	Equipment	Cleaners sink		
Level 1	L01-WS-072 Catering Support Area	Equipment	Double bow l pot w ash sink		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No centre benches w ith overshelves		
Level 1	L01-WS-072 Catering Support Area	Equipment	Under counter refrigerator		
Level 1	L01-WS-072 Catering Support Area	Equipment	Double bow l prep sinks		
Level 1	L01-WS-072 Catering Support Area	Equipment	Mis en place unit		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 tier w all shelves		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No Gastro racks		
Level 1	L01-WS-072 Catering Support Area	Equipment	Rack type dishw asher		
Level 1	L01-WS-072 Catering Support Area	Equipment	Cleans tabling		
Level 1	L01-WS-072 Catering Support Area	Equipment	Dirtyes tabling w ith pre-rinse sink & spray arm		
Level 1	L01-WS-072 Catering Support Area	Equipment	2 No grease traps & enzyme dosing		
Level 1	L01-WS-072 Catering Support Area	Equipment	Glassw ash		
Level 1	L01-WS-072 Catering Support Area	Equipment	6 No glass rack dollies		
Level 1	L01-WS-072 Catering Support Area	Equipment	Wheeli-bin		
Level 1	L01-WS-072 Catering Support Area	Equipment	Installation		



Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-072 Catering Support Area	Fit Out	Prelims		Works - Floor/wall covering
Level 1	L01-WS-072 Catering Support Area	Fit Out	Altro flooring		Works - Floor/wall covering
Level 1	L01-WS-072 Catering Support Area	Fit Out	Altro Whiterock		Works - Floor/wall covering
Level 1	L01-WS-072 Catering Support Area	Fit Out	Suspended ceiling		Works - Floor/wall covering
Level 1	L01-WS-072 Catering Support Area	Fit Out	Decorations		Decoration & signage
Level 1	L01-WS-072 Catering Support Area	Fit Out	Electrics including conduit/cable trays		Works - Electricity
Level 1	L01-WS-072 Catering Support Area	Fit Out	General lighting including emergency		Works - Electricity
Level 1	L01-WS-072 Catering Support Area	Fit Out	Mechanical services (plumbing/wastes)		Works - Plumbing
Level 1	L01-WS-072 Catering Support Area	Fit Out	Drainage		Works - Plumbing
Level 1	L01-WS-072 Catering Support Area	Fit Out	Extract ductwork		Standards and regulations
Level 1	L01-WS-072 Catering Support Area	Fit Out	Supply air ductwork		Standards and regulations
Level 1	L01-WS-072 Catering Support Area	Fit Out	Data distribution		Other
Level 1	L01-WS-072 Catering Support Area	Fit Out	BWIC		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	L01-WS-010 South Hospitality Lounge	Equipment	Buffet back counter		Other
Level 1	L01-WS-010 South Hospitality Lounge	Equipment	Mobile buffet front counter		Other

Level	Area	Equip / Fit Out	Item	Value	Type
Level 1	CCG	Equipment	Platinum level 1 (341 pers £115 per head)		Small inventory initial costs
Level 1	CCG	Equipment	Platinum level 1 (422 pers £115 per head)		Small inventory initial costs
Level 1	CCG	Equipment	Gold level 1 (363 pers £100 per head)		Small inventory initial costs
Level 1	CCG	Equipment	Club level 1 (149 and 232 pers £45 per head)		Small inventory initial costs



**PODIUM**

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Front counter				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Back counter				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Undercounter refrigerator				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Sink unit				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Double stacked turbo fan ovens				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Bain marie				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Pies display				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Island counter				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Disposable shelving above island counter				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Display racking				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	3 No bottle skips				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	2 No optic sets				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	2 No inset ice troughs				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	8 No cash registers & printers				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Insectocutor				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Cellar cooling				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Cellar sink				
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Prelims				Works - Floor/w all covering
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Partition wall				Works - Floor/w all covering
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Door & frame				Works - Floor/w all covering
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Altro flooring				Works - Floor/w all covering
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Wall finishes/treatments				Works - Floor/w all covering
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Ceiling finishes (or treatment)				Works - Floor/w all covering
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Decorations				Decoration & signage
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Display shelving above front counter				Other
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Electrics, including conduit/cable trays				Works - Electricity
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	General lighting (PR) including emergency				Works - Electricity
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Decorative lighting				Decoration & signage
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	7 No flat screen TVs & brackets				Other
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Graphics/signs				Decoration & signage
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Mechanical services (plumbing/w astes)				Works - Plumbing
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Air extract/inlet ductwork				Standards and regulations
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Ansul system				Fire safety system
Podium	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Fit Out	Data distribution				Other

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Front counter				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Griddle base unit				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	2 No griddle plates				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Upright refrigerator				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	10:10 combi oven with w ater filter				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Fryer suite with chip dump & portion				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Extract canopy (UV)				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Infill table				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Bain marie				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Pies display				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Island counter w ith make up station				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	2 No burger chutes				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Disposable shelving above island counter				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Display racking				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	4 No bottle skips				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	2 No undercounter w ater boilers with w ater filters				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Whb				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	8 No cash registers & printers				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Insectocutor				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	2 No refuse bins				
Podium	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Prelims				Works - Floor/w all covering
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Altro flooring				Works - Floor/w all covering
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Wall finishes/treatments				Works - Floor/w all covering
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Ceiling finishes (or treatment)				Works - Floor/w all covering
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Decorations				Decoration & signage
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Display shelving above front counter				Other
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Electrics, including conduit/cable trays				Works - Electricity
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	General lighting (PR) including emergency				Works - Electricity
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Decorative lighting				Decoration & signage
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	7 No flat screen TVs & brackets				Other
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Graphics/signs				Decoration & signage
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Mechanical services (plumbing/w astes)				Works - Plumbing
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Drainage				Works - Plumbing
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Air extract/inlet ductw ork				Standards and regulations
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Ansul system				Fire safety system
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	BWIC				Other
Podium	L00-PN-007/L00-FE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5	Fit Out	Data distribution				Other

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	Front counter				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	Back counter				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	Back Counter high level display shelving				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	3 No Pte display cabinets				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	2 No undercounter w ater boilers with w ater filters				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	4 No bottle skips				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	2 No optic sets				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	2 No inset ice troughs				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	6 No cash registers & printers				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	Insectocutor				
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Prelims				Works - Floor/w all covering
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Altro flooring				Works - Floor/w all covering
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Wall finishes/treatments				Works - Floor/w all covering
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Ceiling finishes (or treatment)				Works - Floor/w all covering
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Decorations				Decoration & signage
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Display shelving above front counter				Other
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Electrics, including conduit/cable trays				Works - Electricity
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	General lighting (PIR) including emergency				Works - Electricity
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Decorative lighting				Decoration & signage
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	5 No flat screen TVs & brackets				Other
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Graphics/signs				Decoration & signage
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Mechanical services (plumbing/wastes)				Works - Plumbing
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Air extract/inlet ductwork				Standards and regulations
Podium	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Fit Out	Data distribution				Other

Level	Area	Equip / Fit Out	Item	Units:	Per Unit	Total	Type
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Front counter				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Back counter				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Back Counter high level display shelving				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Pie display cabinet				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Undercounter water boiler with water filter				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	2 No bottle skips				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Optic sets				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Inset ice trough				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	3 No cash registers & printers				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Insectocutor				
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bot led Beer/Snacks 3 No)	Equipment	Installation				



Level	Area	Equip / Fit Out	Item	Units:	Per Unit	Total	Type
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Prelims				Works - Floor/w all covering
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Altro flooring				Works - Floor/w all covering
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Wall finishes/treatments				Works - Floor/w all covering
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Ceiling finishes (or treatment)				Works - Floor/w all covering
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Decorations				Decoration & signage
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Display shelving above front counter				Other
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Electrics, including conduit/cable trays				Works - Electricity
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	General lighting (PIR) including emergency				Works - Electricity
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Decorative lighting				Decoration & signage
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	2 No flat screen TVs & brackets				Other
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Graphics/signs				Decoration & signage
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Mechanical services (plumbing/wastes)				Works - Plumbing
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Air extract/inlet ductwork				Standards and regulations
Podium	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Fit Out	Data distribution				Other

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PW-056 Catering Kiosk	Equipment	Chiller room				
Podium	L00-PW-056 Catering Kiosk	Equipment	Front counter				
Podium	L00-PW-056 Catering Kiosk	Equipment	Griddle base unit				
Podium	L00-PW-056 Catering Kiosk	Equipment	2 No griddle plates				
Podium	L00-PW-056 Catering Kiosk	Equipment	Upright refrigerator				
Podium	L00-PW-056 Catering Kiosk	Equipment	2 No 10:10 combi ovens with water filters				
Podium	L00-PW-056 Catering Kiosk	Equipment	Fryer suite with chip dump & portion				
Podium	L00-PW-056 Catering Kiosk	Equipment	Extract canopy (UV)				
Podium	L00-PW-056 Catering Kiosk	Equipment	Infill tables				
Podium	L00-PW-056 Catering Kiosk	Equipment	2 No bain maries				
Podium	L00-PW-056 Catering Kiosk	Equipment	Pies display				
Podium	L00-PW-056 Catering Kiosk	Equipment	Make up station				
Podium	L00-PW-056 Catering Kiosk	Equipment	Island counter				
Podium	L00-PW-056 Catering Kiosk	Equipment	2 No burger chutes				
Podium	L00-PW-056 Catering Kiosk	Equipment	Disposable shelving above island counter				
Podium	L00-PW-056 Catering Kiosk	Equipment	Display racking				
Podium	L00-PW-056 Catering Kiosk	Equipment	6 No bottle skips				
Podium	L00-PW-056 Catering Kiosk	Equipment	2 No undercounter water boilers with water				
Podium	L00-PW-056 Catering Kiosk	Equipment	3 No Whb				
Podium	L00-PW-056 Catering Kiosk	Equipment	Cellar cooling				
Podium	L00-PW-056 Catering Kiosk	Equipment	Cellar sink				
Podium	L00-PW-056 Catering Kiosk	Equipment	6 No cash registers & printers				
Podium	L00-PW-056 Catering Kiosk	Equipment	Insectocutor				
Podium	L00-PW-056 Catering Kiosk	Equipment	2 No refuse bins				
Podium	L00-PW-056 Catering Kiosk	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PW-056 Catering Kiosk	Fit Out	Prelims				Works - Floor/w all covering
Podium	L00-PW-056 Catering Kiosk	Fit Out	Partition wall				Works - Floor/w all covering
Podium	L00-PW-056 Catering Kiosk	Fit Out	Door & frame				Works - Floor/w all covering
Podium	L00-PW-056 Catering Kiosk	Fit Out	Altro flooring				Works - Floor/w all covering
Podium	L00-PW-056 Catering Kiosk	Fit Out	Wall finishes/treatments				Works - Floor/w all covering
Podium	L00-PW-056 Catering Kiosk	Fit Out	Ceiling finishes (or treatment)				Works - Floor/w all covering
Podium	L00-PW-056 Catering Kiosk	Fit Out	Decorations				Decoration & signage
Podium	L00-PW-056 Catering Kiosk	Fit Out	Display shelving above front counter				Other
Podium	L00-PW-056 Catering Kiosk	Fit Out	Electrics, including conduit/cable trays				Works - Electricity
Podium	L00-PW-056 Catering Kiosk	Fit Out	Mechanical services (plumbing/w astes)				Works - Plumbing
Podium	L00-PW-056 Catering Kiosk	Fit Out	Drainage				Works - Plumbing
Podium	L00-PW-056 Catering Kiosk	Fit Out	BWIC				Other
Podium	L00-PW-056 Catering Kiosk	Fit Out	General lighting (PR) including emergency				Works - Electricity
Podium	L00-PW-056 Catering Kiosk	Fit Out	Decorative lighting				Decoration & signage
Podium	L00-PW-056 Catering Kiosk	Fit Out	5 No flat screen TVs & brackets				Other
Podium	L00-PW-056 Catering Kiosk	Fit Out	Graphics/signs				Decoration & signage
Podium	L00-PW-056 Catering Kiosk	Fit Out	Air extract/inlet ductwork				Standards and regulations
Podium	L00-PW-056 Catering Kiosk	Fit Out	Ansul system				Fire safety system
Podium	L00-PW-056 Catering Kiosk	Fit Out	Data distribution				Other

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PW-008 Catering Kiosk	Equipment	Chiller room				
Podium	L00-PW-008 Catering Kiosk	Equipment	Front counter				
Podium	L00-PW-008 Catering Kiosk	Equipment	Griddle base unit				
Podium	L00-PW-008 Catering Kiosk	Equipment	2 No griddle plates				
Podium	L00-PW-008 Catering Kiosk	Equipment	Upright refrigerator				
Podium	L00-PW-008 Catering Kiosk	Equipment	2 No 10:10 combi ovens with water filters				
Podium	L00-PW-008 Catering Kiosk	Equipment	Fryer suite with chip dump & portion				
Podium	L00-PW-008 Catering Kiosk	Equipment	Extract canopy (UV)				
Podium	L00-PW-008 Catering Kiosk	Equipment	Infill tables				
Podium	L00-PW-008 Catering Kiosk	Equipment	2 No bain maries				
Podium	L00-PW-008 Catering Kiosk	Equipment	Pies display				
Podium	L00-PW-008 Catering Kiosk	Equipment	Make up station				
Podium	L00-PW-008 Catering Kiosk	Equipment	Island counter				
Podium	L00-PW-008 Catering Kiosk	Equipment	2 No burger chutes				
Podium	L00-PW-008 Catering Kiosk	Equipment	Disposable shelving above island counter				
Podium	L00-PW-008 Catering Kiosk	Equipment	Display racking				
Podium	L00-PW-008 Catering Kiosk	Equipment	6 No bottle skips				
Podium	L00-PW-008 Catering Kiosk	Equipment	2 No undercounter water boilers with water				
Podium	L00-PW-008 Catering Kiosk	Equipment	3 No Whb				
Podium	L00-PW-008 Catering Kiosk	Equipment	Cellar cooling				
Podium	L00-PW-008 Catering Kiosk	Equipment	Cellar sink				
Podium	L00-PW-008 Catering Kiosk	Equipment	6 No cash registers & printers				
Podium	L00-PW-008 Catering Kiosk	Equipment	Insectocutor				
Podium	L00-PW-008 Catering Kiosk	Equipment	2 No refuse bins				
Podium	L00-PW-008 Catering Kiosk	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PW-008 Catering Kiosk	Fit Out	Prelims				Works - Floor/w all covering
Podium	L00-PW-008 Catering Kiosk	Fit Out	Partition wall				Works - Floor/w all covering
Podium	L00-PW-008 Catering Kiosk	Fit Out	Door & frame				Works - Floor/w all covering
Podium	L00-PW-008 Catering Kiosk	Fit Out	Altro flooring				Works - Floor/w all covering
Podium	L00-PW-008 Catering Kiosk	Fit Out	Wall finishes/treatments				Works - Floor/w all covering
Podium	L00-PW-008 Catering Kiosk	Fit Out	Ceiling finishes (or treatment)				Works - Floor/w all covering
Podium	L00-PW-008 Catering Kiosk	Fit Out	Decorations				Decoration & signage
Podium	L00-PW-008 Catering Kiosk	Fit Out	Display shelving above front counter				Other
Podium	L00-PW-008 Catering Kiosk	Fit Out	Electrics, including conduit/cable trays				Works - Electricity
Podium	L00-PW-008 Catering Kiosk	Fit Out	Mechanical services (plumbing/w astes)				Works - Plumbing
Podium	L00-PW-008 Catering Kiosk	Fit Out	Drainage				Works - Plumbing
Podium	L00-PW-008 Catering Kiosk	Fit Out	BWIC				Other
Podium	L00-PW-008 Catering Kiosk	Fit Out	General lighting (PR) including emergency				Works - Electricity
Podium	L00-PW-008 Catering Kiosk	Fit Out	Decorative lighting				Decoration & signage
Podium	L00-PW-008 Catering Kiosk	Fit Out	5 No flat screen TVs & brackets				Other
Podium	L00-PW-008 Catering Kiosk	Fit Out	Graphics/signs				Decoration & signage
Podium	L00-PW-008 Catering Kiosk	Fit Out	Air extract/inlet ductwork				Standards and regulations
Podium	L00-PW-008 Catering Kiosk	Fit Out	Ansul system				Fire safety system
Podium	L00-PW-008 Catering Kiosk	Fit Out	Data distribution				Other

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PW-005 Catering Kiosk	Equipment	Front counter				
Podium	L00-PW-005 Catering Kiosk	Equipment	2 No pie displays				
Podium	L00-PW-005 Catering Kiosk	Equipment	Island counter				
Podium	L00-PW-005 Catering Kiosk	Equipment	Disposable shelving above island counter				
Podium	L00-PW-005 Catering Kiosk	Equipment	6 No bottle skips				
Podium	L00-PW-005 Catering Kiosk	Equipment	2 No undercounter water boilers with water				
Podium	L00-PW-005 Catering Kiosk	Equipment	Whb				
Podium	L00-PW-005 Catering Kiosk	Equipment	Cellar cooling				
Podium	L00-PW-005 Catering Kiosk	Equipment	Cellar sink				
Podium	L00-PW-005 Catering Kiosk	Equipment	6 No cash registers & printers				
Podium	L00-PW-005 Catering Kiosk	Equipment	Insectocutor				
Podium	L00-PW-005 Catering Kiosk	Equipment	2 No optic sets				
Podium	L00-PW-005 Catering Kiosk	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-PW-005 Catering Kiosk	Fit Out	Prelims				Works - Floor/w all covering
Podium	L00-PW-005 Catering Kiosk	Fit Out	Partition wall				Works - Floor/w all covering
Podium	L00-PW-005 Catering Kiosk	Fit Out	Door & frame				Works - Floor/w all covering
Podium	L00-PW-005 Catering Kiosk	Fit Out	Altro flooring				Works - Floor/w all covering
Podium	L00-PW-005 Catering Kiosk	Fit Out	Wall finishes/treatments				Works - Floor/w all covering
Podium	L00-PW-005 Catering Kiosk	Fit Out	Ceiling finishes (or treatment)				Works - Floor/w all covering
Podium	L00-PW-005 Catering Kiosk	Fit Out	Decorations				Decoration & signage
Podium	L00-PW-005 Catering Kiosk	Fit Out	Display shelving above front counter				Other
Podium	L00-PW-005 Catering Kiosk	Fit Out	Electrics, including conduit/cable trays				Works - Electricity
Podium	L00-PW-005 Catering Kiosk	Fit Out	Mechanical services (plumbing/w astes)				Works - Plumbing
Podium	L00-PW-005 Catering Kiosk	Fit Out	Drainage				Works - Plumbing
Podium	L00-PW-005 Catering Kiosk	Fit Out	BWIC				Other
Podium	L00-PW-005 Catering Kiosk	Fit Out	General lighting (PR) including emergency				Works - Electricity
Podium	L00-PW-005 Catering Kiosk	Fit Out	Decorative lighting				Decoration & signage
Podium	L00-PW-005 Catering Kiosk	Fit Out	5 No flat screen TVs & brackets				Other
Podium	L00-PW-005 Catering Kiosk	Fit Out	Graphics/signs				Decoration & signage
Podium	L00-PW-005 Catering Kiosk	Fit Out	Air extract/inlet ductwork				Standards and regulations
Podium	L00-PW-005 Catering Kiosk	Fit Out	Data distribution				Other

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-WS-021 Hosp Food Service	Equipment	Chiller room				
Podium	L00-WS-021 Hosp Food Service	Equipment	Front counter				
Podium	L00-WS-021 Hosp Food Service	Equipment	Griddle base unit				
Podium	L00-WS-021 Hosp Food Service	Equipment	2 No griddle plates				
Podium	L00-WS-021 Hosp Food Service	Equipment	Upright refrigerator				
Podium	L00-WS-021 Hosp Food Service	Equipment	2 No 10:10 combi ovens with water filters				
Podium	L00-WS-021 Hosp Food Service	Equipment	Fryer suite with chip dump & portion				
Podium	L00-WS-021 Hosp Food Service	Equipment	Extract canopy (UV)				
Podium	L00-WS-021 Hosp Food Service	Equipment	Infill tables				
Podium	L00-WS-021 Hosp Food Service	Equipment	2 No bain maries				
Podium	L00-WS-021 Hosp Food Service	Equipment	Pies display				
Podium	L00-WS-021 Hosp Food Service	Equipment	Make up station				
Podium	L00-WS-021 Hosp Food Service	Equipment	Island counter				
Podium	L00-WS-021 Hosp Food Service	Equipment	2 No burger chutes				
Podium	L00-WS-021 Hosp Food Service	Equipment	Disposable shelving above island counter				
Podium	L00-WS-021 Hosp Food Service	Equipment	3 No under counter bottle coolers				
Podium	L00-WS-021 Hosp Food Service	Equipment	Display racking				
Podium	L00-WS-021 Hosp Food Service	Equipment	6 No bottle skips				
Podium	L00-WS-021 Hosp Food Service	Equipment	2 No undercounter water boilers with water				
Podium	L00-WS-021 Hosp Food Service	Equipment	3 No Whb				
Podium	L00-WS-021 Hosp Food Service	Equipment	6 No cash registers & printers				
Podium	L00-WS-021 Hosp Food Service	Equipment	Insectocutor				
Podium	L00-WS-021 Hosp Food Service	Equipment	2 No refuse bins				
Podium	L00-WS-021 Hosp Food Service	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-WS-021 Hosp Food Service	Fit Out	Prelims				Works - Floor/w all covering
Podium	L00-WS-021 Hosp Food Service	Fit Out	Altro flooring				Works - Floor/w all covering
Podium	L00-WS-021 Hosp Food Service	Fit Out	Wall finishes/treatments				Works - Floor/w all covering
Podium	L00-WS-021 Hosp Food Service	Fit Out	Ceiling finishes (or treatment)				Works - Floor/w all covering
Podium	L00-WS-021 Hosp Food Service	Fit Out	Decorations				Decoration & signage
Podium	L00-WS-021 Hosp Food Service	Fit Out	Display shelving above front counter				Other
Podium	L00-WS-021 Hosp Food Service	Fit Out	Electrics, including conduit/cable trays				Works - Electricity
Podium	L00-WS-021 Hosp Food Service	Fit Out	Mechanical services (plumbing/w astes)				Works - Plumbing
Podium	L00-WS-021 Hosp Food Service	Fit Out	Drainage				Works - Plumbing
Podium	L00-WS-021 Hosp Food Service	Fit Out	BWIC				Other
Podium	L00-WS-021 Hosp Food Service	Fit Out	General lighting (PR) including emergency				Works - Electricity
Podium	L00-WS-021 Hosp Food Service	Fit Out	Decorative lighting				Decoration & signage
Podium	L00-WS-021 Hosp Food Service	Fit Out	5 No flat screen TVs & brackets				Other
Podium	L00-WS-021 Hosp Food Service	Fit Out	Graphics/signs				Decoration & signage
Podium	L00-WS-021 Hosp Food Service	Fit Out	Air extract/inlet ductwork				Standards and regulations
Podium	L00-WS-021 Hosp Food Service	Fit Out	Ansul system				Fire safety system
Podium	L00-WS-021 Hosp Food Service	Fit Out	Data distribution				Other

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-WS-017 Hosp Food Service	Equipment	Chiller room				
Podium	L00-WS-017 Hosp Food Service	Equipment	Front counter				
Podium	L00-WS-017 Hosp Food Service	Equipment	Griddle base unit				
Podium	L00-WS-017 Hosp Food Service	Equipment	2 No griddle plates				
Podium	L00-WS-017 Hosp Food Service	Equipment	Upright refrigerator				
Podium	L00-WS-017 Hosp Food Service	Equipment	2 No 10:10 combi ovens with water filters				
Podium	L00-WS-017 Hosp Food Service	Equipment	Fryer suite with chip dump & portion				
Podium	L00-WS-017 Hosp Food Service	Equipment	Extract canopy (UV)				
Podium	L00-WS-017 Hosp Food Service	Equipment	Infill tables				
Podium	L00-WS-017 Hosp Food Service	Equipment	2 No bain maries				
Podium	L00-WS-017 Hosp Food Service	Equipment	Pies display				
Podium	L00-WS-017 Hosp Food Service	Equipment	Make up station				
Podium	L00-WS-017 Hosp Food Service	Equipment	Island counter				
Podium	L00-WS-017 Hosp Food Service	Equipment	2 No burger chutes				
Podium	L00-WS-017 Hosp Food Service	Equipment	Disposable shelving above island counter				
Podium	L00-WS-017 Hosp Food Service	Equipment	3 No under counter bottle coolers				
Podium	L00-WS-017 Hosp Food Service	Equipment	Display racking				
Podium	L00-WS-017 Hosp Food Service	Equipment	6 No bottle skips				
Podium	L00-WS-017 Hosp Food Service	Equipment	2 No undercounter water boilers with water				
Podium	L00-WS-017 Hosp Food Service	Equipment	3 No Whb				
Podium	L00-WS-017 Hosp Food Service	Equipment	6 No cash registers & printers				
Podium	L00-WS-017 Hosp Food Service	Equipment	Insectocutor				
Podium	L00-WS-017 Hosp Food Service	Equipment	2 No refuse bins				
Podium	L00-WS-017 Hosp Food Service	Equipment	Installation				

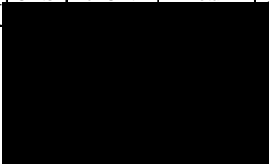
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Podium	L00-WS-017 Hosp Food Service	Fit Out	Air extract/inlet ductwork	[REDACTED]	Standards and regulations
Podium	L00-WS-017 Hosp Food Service	Fit Out	Ansul system		Fire safety system
Podium	L00-WS-017 Hosp Food Service	Fit Out	Data distribution		Other

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-WS-023 Hosp Bar Servery	Equipment	3 No under counter bottle coolers	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Podium	L00-WS-023 Hosp Bar Servery	Equipment	Inset sink bowl & tap				
Podium	L00-WS-023 Hosp Bar Servery	Equipment	Inset whb & tap				
Podium	L00-WS-023 Hosp Bar Servery	Equipment	2 No inset ice troughs				
Podium	L00-WS-023 Hosp Bar Servery	Equipment	2 No bottle skips				
Podium	L00-WS-023 Hosp Bar Servery	Equipment	2 No refuse bins				
Podium	L00-WS-023 Hosp Bar Servery	Equipment	2 No optic sets				
Podium	L00-WS-023 Hosp Bar Servery	Equipment	6 No cash registers/printers				
Podium	L00-WS-023 Hosp Bar Servery	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
Podium	L00-WS-015 Hosp Bar Servery	Equipment	3 No under counter bottle coolers	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Podium	L00-WS-015 Hosp Bar Servery	Equipment	Inset sink bowl & tap				
Podium	L00-WS-015 Hosp Bar Servery	Equipment	Inset whb & tap				
Podium	L00-WS-015 Hosp Bar Servery	Equipment	2 No inset ice troughs				
Podium	L00-WS-015 Hosp Bar Servery	Equipment	2 No bottle skips				
Podium	L00-WS-015 Hosp Bar Servery	Equipment	2 No refuse bins				
Podium	L00-WS-015 Hosp Bar Servery	Equipment	2 No optic sets				
Podium	L00-WS-015 Hosp Bar Servery	Equipment	6 No cash registers/printers				
Podium	L00-WS-015 Hosp Bar Servery	Equipment	Installation				

Level	Area	Equip / Fit Out	Item	Units	Per Unit	Total	Type
	L00-WS-015 Hosp Bar Servery	CCG	Club podium level (934 pers)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



**LOWER GROUND**

Level	Area	Equip / Fit Out	Item	Total	Type
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Walk in chiller		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Walk in freezer		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	70 No chiller room racks		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	2 No blast chillers		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	2 No tw in pan fryers		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	2 No bratt pans		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Mixer station		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Slicing station		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Food processors		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	40 racks to Wine, drinks, dispo, secure, dry goods & clean		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Decant tables, sink, small w heeli bins, platform scales, pump		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Cleaners sink w shelves		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Jet w ash for trolley w ash		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	10 No Gastro racks		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	50 No transportation racks		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Insulated containers		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	10 No w hbs		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	10 No Insectocutors		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	10 No w heeli bins		Kitchen equipment
LG	LG-SS-085 Main Prod Kitchen (all areas)	Equipment	Installation		Kitchen equipment

Level	Area	Equip / Fit Out	Item	Total	Type
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Prelims		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Demolitions		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Drainage		Works - Plumbing
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Re build/make good		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Block partitions		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Plastering		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	11 No double doors & frames		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	6 No single doors & frames		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Altro flooring		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Wall tiling (show ers)		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Suspended ceiling		Works - Floor/w all covering
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Decorations		Decoration & signage
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	3 No fire blankets above suspended ceilings		Fire safety system
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	10 fusible linked fire dampers		Fire safety system
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Electrical Installation		Works - Electricity
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	General lighting including emergency		Works - Electricity
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Mechanical services (plumbing/w astes)		Works - Plumbing
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Water heater		Other
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Fit out changing rooms, lockers, benches, show ers		Other
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Fit out goods in office, w ork tops, pedestals, shelves, PC		Other
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Ventilation to changing rooms & offices		Standards and regulations
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Ventilation to other internal rooms/stores		Standards and regulations
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	BWIC		Other
LG	LG-SS-085 Main Prod Kitchen (all areas)	Fit Out	Data distribution		Other

Level	Area	Equip / Fit Out	Item	Total	Type
LG	LG-WS-014 Keg Store	Fit Out	Prelims		Works - Floor/w all covering
LG	LG-WS-014 Keg Store	Fit Out	Cellar cooling		Other
LG	LG-WS-014 Keg Store	Fit Out	Floor paint		Works - Floor/w all covering
LG	LG-WS-014 Keg Store	Fit Out	Suspended ceiling, insulated		Works - Floor/w all covering
LG	LG-WS-014 Keg Store	Fit Out	Decorations to fair faced blockw ork		Decoration & signage
LG	LG-WS-014 Keg Store	Fit Out	Electrics including conduit/cable trays		Works - Electricity
LG	LG-WS-014 Keg Store	Fit Out	General lighting including emergency		Works - Electricity
LG	LG-WS-014 Keg Store	Fit Out	Mechanical services (plumbing/w astes)		Works - Plumbing
LG	LG-WS-014 Keg Store	Fit Out	Water heater		Other
LG	LG-WS-014 Keg Store	Fit Out	Drainage		Works - Plumbing
LG	LG-WS-014 Keg Store	Fit Out	Extract ductw ork		Standards and regulations
LG	LG-WS-014 Keg Store	Fit Out	BWIC		Other
LG	LG-WS-014 Keg Store	Fit Out	Sink		Other

LG	LG-WS-009 Keg Store	Fit Out	Suspended ceiling, insulated		Works - Floor/wall covering
LG	LG-WS-009 Keg Store	Fit Out	Decorations to fair faced blockwork		Decoration & signage
LG	LG-WS-009 Keg Store	Fit Out	Electrics including conduit/cable trays		Works - Electricity
LG	LG-WS-009 Keg Store	Fit Out	General lighting including emergency		Works - Electricity
LG	LG-WS-009 Keg Store	Fit Out	Mechanical services (plumbing/wastes)		Works - Plumbing
LG	LG-WS-009 Keg Store	Fit Out	Water heater		Other
LG	LG-WS-009 Keg Store	Fit Out	Drainage		Works - Plumbing
LG	LG-WS-009 Keg Store	Fit Out	Extract ductwork		Standards and regulations
LG	LG-WS-009 Keg Store	Fit Out	BWIC		Other
LG	LG-WS-009 Keg Store	Fit Out	Sink		Other

Level	Area	Equip / Fit Out	Item	Total	Type
LG	LG-SS-097 Canteen Kitchen	Equipment	Walk in chiller		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	4 No chiller room racks		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	4 No jackstacks		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Twin pan fryer		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	2 No 6 burner oven ranges		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Griddle plate		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	20:10 combi oven with water filter		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Infill table		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Extract canopy (UV)		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Ansul system		Fire safety system
LG	LG-SS-097 Canteen Kitchen	Equipment	Double door freezer		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Prep tables, sinks, shelves		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Double bowl pot wash sink		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	3 No pot racks		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Grease trap & enzyme dosing		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Water boiler with water filter		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Back service counter		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	2 No undercounter refrigerators		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Front food service counter		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Beverage machine		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Multi deck display unit		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	3 No whbs		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	2 No Insectocutors		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	2 No wheel bins		Kitchen equipment
LG	LG-SS-097 Canteen Kitchen	Equipment	Installation		Kitchen equipment

Level	Area	Equip / Fit Out	Item	Total	Type
LG	LG-SS-097 Canteen Kitchen	Fit Out	Prelims		Works - Floor/wall covering
LG	LG-SS-097 Canteen Kitchen	Fit Out	Block partitions		Works - Floor/wall covering
LG	LG-SS-097 Canteen Kitchen	Fit Out	2 No single doors & frames		Works - Floor/wall covering
LG	LG-SS-097 Canteen Kitchen	Fit Out	Altro flooring		Works - Floor/wall covering
LG	LG-SS-097 Canteen Kitchen	Fit Out	Altro Whiterock		Works - Floor/wall covering
LG	LG-SS-097 Canteen Kitchen	Fit Out	Suspended ceiling		Works - Floor/wall covering
LG	LG-SS-097 Canteen Kitchen	Fit Out	Decorations		Decoration & signage
LG	LG-SS-097 Canteen Kitchen	Fit Out	Electrical Installation		Works - Electricity
LG	LG-SS-097 Canteen Kitchen	Fit Out	General lighting including emergency		Works - Electricity
LG	LG-SS-097 Canteen Kitchen	Fit Out	Mechanical services (plumbing/wastes)		Works - Plumbing
LG	LG-SS-097 Canteen Kitchen	Fit Out	Water heater		Other
LG	LG-SS-097 Canteen Kitchen	Fit Out	Drainage		Works - Plumbing
LG	LG-SS-097 Canteen Kitchen	Fit Out	Extract ductwork		Standards and regulations
LG	LG-SS-097 Canteen Kitchen	Fit Out	Supply air ductwork		Standards and regulations
LG	LG-SS-097 Canteen Kitchen	Fit Out	BWIC		Other
LG	LG-SS-097 Canteen Kitchen	Fit Out	Data distribution		Other

Level	Area	Equip / Fit Out	Item	Total	Type
LG	LG-ES-023 South East Catering Support Store	Fit Out	Small power & lighting only		Works - Electricity
LG	LG-ES-001 East Catering Support Store	Fit Out	Small power & lighting only		Works - Electricity
LG	LG-NS-004 North Catering Support Store	Fit Out	Small power & lighting only		Works - Electricity

Level	Area	Equip / Fit Out	Total	Type
Podium Level	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	2 No drinks shelves at each catering kiosk		Other
Podium Level	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Refuse bin at each catering kiosk		Other
Podium Level	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	2 No eating shelves at each catering kiosk		Other
Podium Level	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	2 No condiments unit/refuse bins & signage at each catering kiosk		Other
Podium Level	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Food/Bottled Beer 5 No)	Drinks shelves at each catering kiosk		Other
Podium Level	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Food/Bottled Beer 5 No)	Refuse bin at each catering kiosk		Other
Podium Level	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Drinks shelves at each catering kiosk		Other
Podium Level	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Refuse bin at each catering kiosk		Other
Podium Level	L00-PW-056 Catering Kiosk	2 No eating shelves at catering kiosk		Other
Podium Level	L00-PW-056 Catering Kiosk	Condiments unit/refuse bins & signage at catering kiosk		Other
Podium Level	L00-PW-008 Catering Kiosk	2 No eating shelves at catering kiosk		Other
Podium Level	L00-PW-008 Catering Kiosk	Condiments unit/refuse bins & signage at catering kiosk		Other
Podium Level	L00-PW-005 Catering Kiosk	2 No drinks shelves at catering kiosk		Other
Podium Level	L00-PW-005 Catering Kiosk	Refuse bin at catering kiosk		Other

Level	Area	Equip / Fit Out	Total	Type
Podium Level	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Upgrade to extract fans/increased filtration		Standards and regulations
Podium Level	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Upgrade to extract fans/increased filtration		Standards and regulations
Podium Level	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Upgrade to extract fans/increased filtration		Standards and regulations
Podium Level	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Upgrade to extract fans/increased filtration		Standards and regulations
Podium Level	L00-PW-005 Catering Kiosk	Upgrade to extract fans/increased filtration		Standards and regulations
Podium Level	L00-PW-056 Catering Kiosk	Upgrade to extract fans/increased filtration		Standards and regulations
Podium Level	L00-PW-008 Catering Kiosk	Upgrade to extract fans/increased filtration		Standards and regulations
Podium Level	L00-WS-021 Hospitality Food Service	Upgrade to extract fans/increased filtration		Standards and regulations
Podium Level	L00-WS-017 Hospitality Food Service	Upgrade to extract fans/increased filtration		Standards and regulations



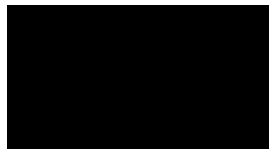
Level	Area	Equip / Fit Out	Total	Type
Podium Level	L00-PN-006/010/018/L00-PE-007/010/019/022/L00-PS-005/006/017 Catering Kiosks (Draught Beer/Snacks 10 No)	Upgrade for hot w ater heaters		Other
Podium Level	L00-PN-007/L00-PE-004/021/024/L00-PS-012 Catering Kiosks (Food/Bottled Beer 5 No)	Upgrade for hot w ater heaters		Other
Podium Level	L00-PN-001/L00-PW-023/016/003/L00-PS-021 Catering Kiosks (Bottled Beer/Snacks 5 No)	Upgrade for hot w ater heaters		Other
Podium Level	L00-PN-012/L00-PE-011/014 Catering Kiosks (Bottled Beer/Snacks 3 No)	Upgrade for hot w ater heaters		Other
Podium Level	L00-PW-056 Catering Kiosk	Upgrade for hot w ater heaters		Other
Podium Level	L00-PW-008 Catering Kiosk	Upgrade for hot w ater heaters		Other
Podium Level	L00-PW-005 Catering Kiosk	Upgrade for hot w ater heaters		Other
Podium Level	L00-WS-021 Hospitality Food Service	Upgrade for hot w ater heaters		Other
Podium Level	L00-WS-017 Hospitality Food Service	Upgrade for hot w ater heaters		Other

Level	Area	Equip / Fit Out	Total	Type
Level 1	L01-WS-055 Main Kitchen	Upgrade for hot w ater heaters		Other
Level 1	L01-WS-049 Kitchen	Upgrade for hot w ater heaters		Other
Level 1	L01-WS-109/103/097/091/088/084 Box Serveries	Upgrade for hot w ater heaters		Other
Level 1	L01-WS-074 Catering Support Area	Upgrade for hot w ater heaters		Other
Level 1	L01-WS-072 Catering Support Area	Upgrade for hot w ater heaters		Other

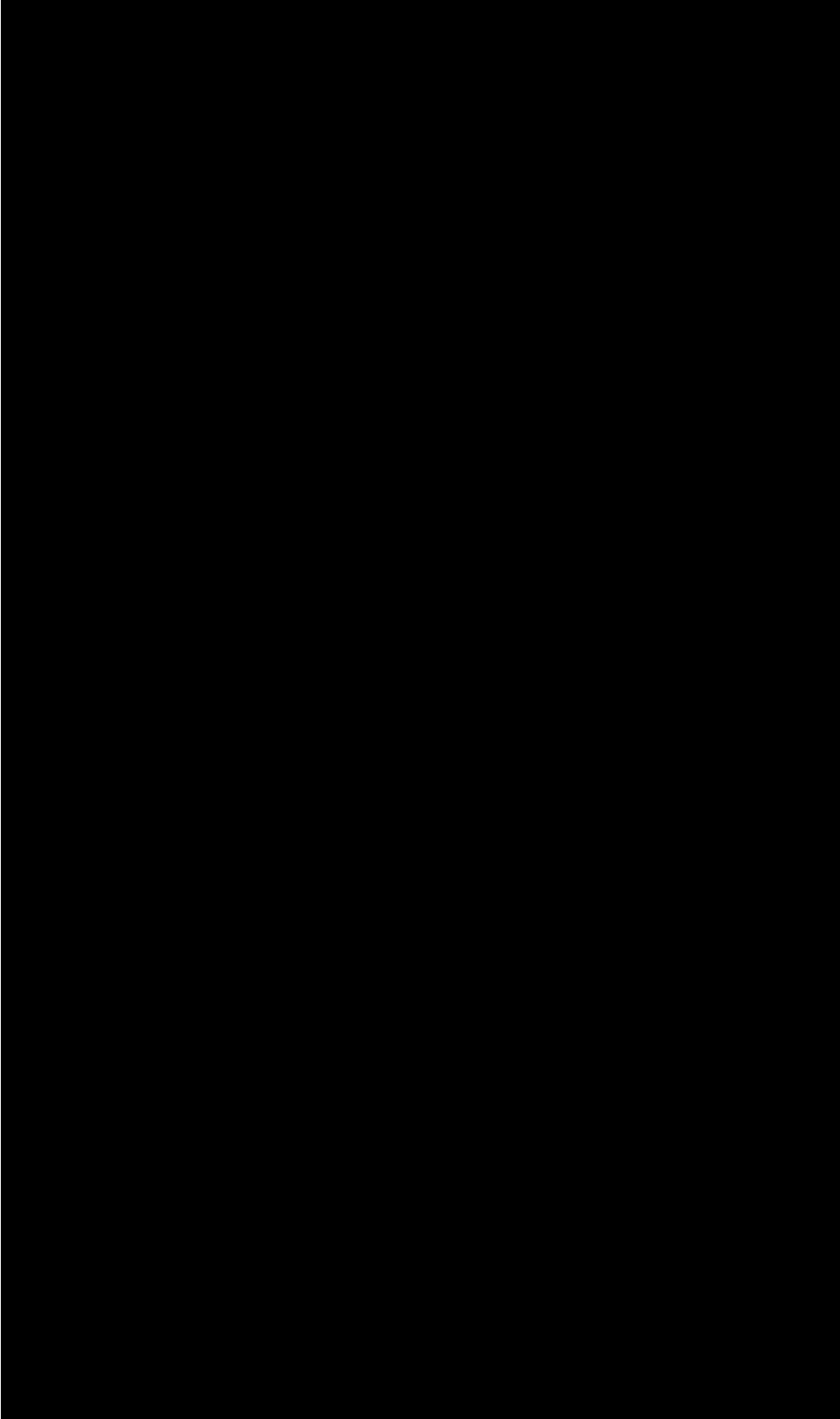
Level	Area	Equip / Fit Out	Total	Type
Level 2	L02-WS-038-North Kitchen	Upgrade for hot w ater heaters		Other
Level 2	L02-WS-043 South Kitchen	Upgrade for hot w ater heaters		Other
Level 2	L02-WS-001 Hospitality Bar/Kiosk	Upgrade for hot w ater heaters		Other
Level 2	L02-WS-017 Hospitality Bar/Kiosk	Upgrade for hot w ater heaters		Other
Level 2	L02-WS-001 Hospitality Bar/Kiosk	Upgrade for increased filtration on extract system		Standards and regulations
Level 2	L02-WS-017 Hospitality Bar/Kiosk	Upgrade for increased filtration on extract system		Standards and regulations

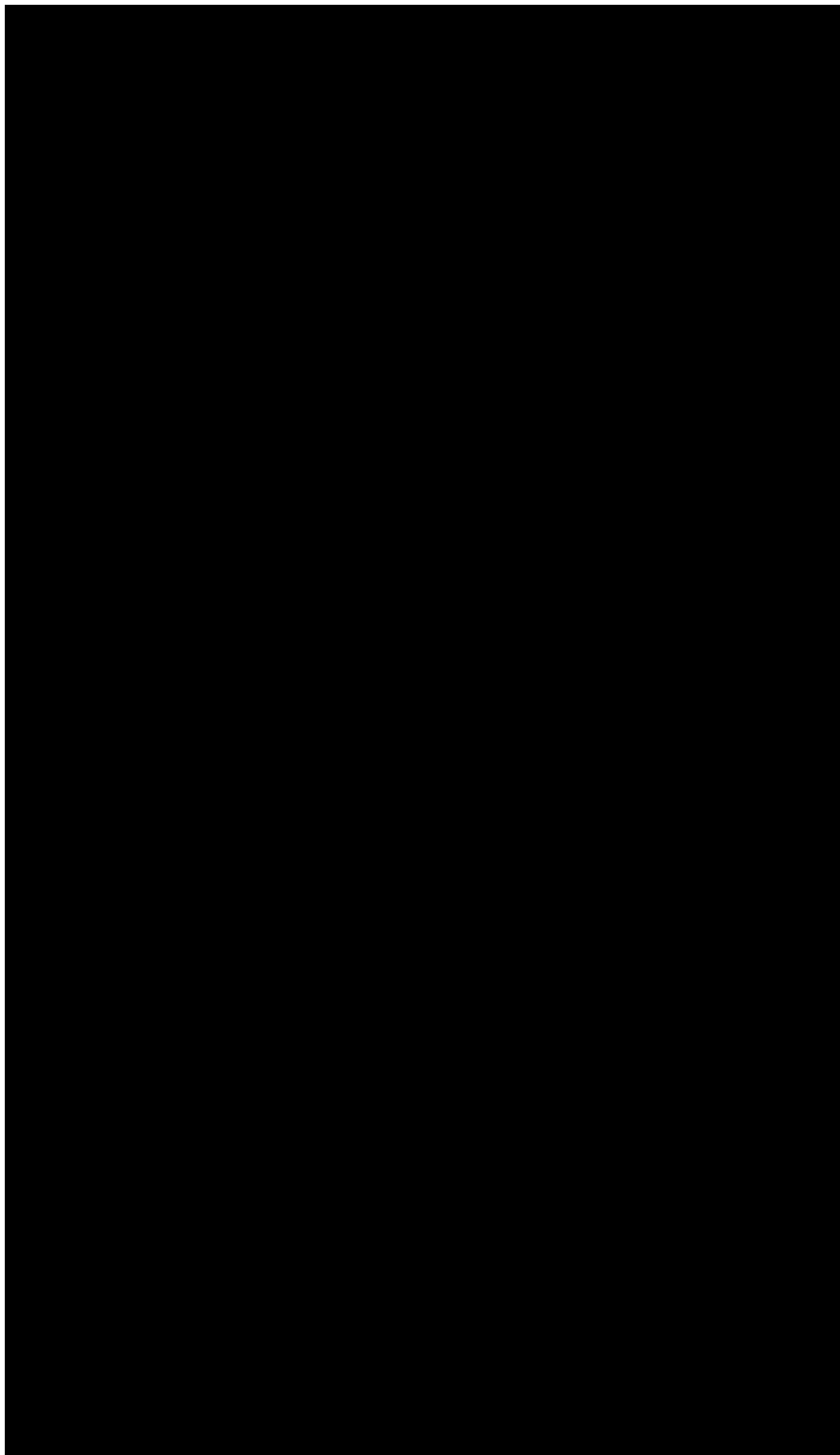
Level	Area	Equip / Fit Out	Total	Type
South Park Kiosks		South Park Kiosks Upgrade Provisional Sum £20,000 per kiosk		Other

Level	Area	Equip / Fit Out	Total	Type
Fanzone		Electrics		Works - Electricity
Fanzone		Water		Works - Plumbing



**PART 2**





**SCHEDULE 3**  
**RECEIVABLES AND PAYMENT**  
**PART 1**  
**PAYMENT**

1. **DEFINITIONS**

In this Schedule, the following definitions shall apply:

**"Capital Expenditure Items"** means the indicative list that is set out in Schedule 2 Part 1 (*Capital Expenditure Items*);

[REDACTED]

**"ER2015 Minimum Fee"** means the fixed annual amount as set out in Schedule 3 Part 5 (*ER 2015 Minimum Fee*) to be paid by the Caterer to the Operator pursuant to this Agreement in respect of general admission catering for the ER2015 Events, not including the Barbarians test event;

**"Gross Receipts"** means the revenues generated by the Caterer from Events (including Events for Primary Users) and Non-Event Day activities, [REDACTED]

[REDACTED]

**"Minimum Fees"** means the ER2015 Minimum Fee, the Non-Event Day Minimum Fee, the UKA Minimum Fee and the West Ham Minimum Fee;

**"Monthly Payment"** means the monthly payment calculated in accordance with Paragraph 5 (*Monthly Payments*);

[REDACTED]

[REDACTED]

**"Revenue"** means the gross revenues generated in the performance by the Caterer of the Catering Services including:

- (a) Gross Receipts;
- (b) revenue generated by the Caterer through the grant of

Marketing Rights (including Pouring Rights) (if any); and

- (c) revenue generated by the Caterer from any other use of the Site (if any),

[REDACTED]

**"RPI Indexed"** means the adjustment of an amount or sum in accordance with Paragraph 9 and **"RPI Indexation"** shall be construed accordingly;

**"Supporting Documentation"** means sufficient information in writing to enable the Operator reasonably to assess whether the revenues (including Revenues), costs, Gross Receipts and Monthly Payments are properly calculated;

**"UKA Minimum Fee"** means the fixed annual amount as set out in Schedule 3 Part 4 (*UKA Minimum Fee*) to be paid by the Caterer to the Operator pursuant to this Agreement in respect of UKA Events, subject to and to the extent that such UKA Events take place; and

**"West Ham Minimum Fee"** means the fixed annual amount as set out in Schedule 3 Part 3 (*West Ham Minimum Fee*) to be paid by the Caterer to the Operator pursuant to this Agreement in respect of West Ham Events.

2. [REDACTED]

2.1 [REDACTED]

2.1.1 [REDACTED]

2.1.2 [REDACTED]

2.1.3 [REDACTED]

2.1.4 [REDACTED]

[REDACTED]

2.2 [REDACTED]

2.3

[Redacted]

2.4

[Redacted]

2.5

[Redacted]

2.6

[Redacted]

2.7

[Redacted]

2.8

[Redacted]

2.8.1

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

2.8.2

[Redacted]

2.8.3

[Redacted]

- [REDACTED]
- (a) [REDACTED]
  - (b) [REDACTED]
    - (i) [REDACTED]
    - (ii) [REDACTED]
    - (iii) [REDACTED]

**3. CONCESSION FEES**

**3.1 West Ham Events, UKA Events and ER2015 Events**

- 3.1.1 Subject to Paragraph 2.3, in respect of the Secured Contents, the Operator shall be entitled to receive [REDACTED] of the Caterer's Gross Receipts for each Event (whether or not such Event is actually held) in accordance with Paragraph 5 below.
- 3.1.2 Where the Gross Receipts for the West Ham Events and UKA Events are less than the West Ham and UKA Minimum Fee (set out at Schedule 3 Part 3 (*West Ham Minimum Fee*) and Part 4 (*UKA Minimum Fee*)) respectively, the Operator shall be entitled to receive the West Ham and/or the UKA Minimum Fee (as applicable) in accordance with Paragraph 5 below and Schedule 3 Part 3 (*West Ham Minimum Fee*) and Part 4 (*UKA Minimum Fee*).
- 3.1.3 For clarity, the Operator shall not be entitled to receive any amounts in respect of Hospitality Catering during the ER2015 Events, the fee for which is to be paid directly by the Caterer to Rugby Travel & Hospitality Limited.

### 3.2 Non-Event Days

3.2.1

[REDACTED]

3.2.2

[REDACTED]

3.2.3

[REDACTED]

### 3.3 Other Events

[REDACTED]

## 4. ADDITIONAL CATERER CONTRIBUTION

4.1 The Caterer shall pay the Operator the amounts set out in Schedule 3 Part 7 (*Additional Caterer Contribution*) in accordance with the schedule of payments therein in consideration of the Caterer's use of the Connected Stadium Application, each such payment to be made no later than the relevant quarter end date.

## 5. MONTHLY PAYMENTS

5.1 For each month, the Caterer shall pay the Operator without set off or deduction (subject to Paragraph 6.4):

5.1.1 one twelfth of the relevant annual Minimum Fees in respect of the Secured Contents and Non-Event Day activities in the previous month; and

5.1.2 the total of the Gross Receipts payable to the Operator in accordance with Paragraph 3 (*Concession Fees*) in respect of other Events in the previous month,

such payments to be made in accordance with Paragraph 7 (*Invoices and Payment*).

5.2 Commencing in the month in which the first Event or Function will be held, no later than five (5) Business Days after the first day of each month, the Caterer shall submit to the Operator a monthly payment report (a "**Monthly Payment Report**"), which shall incorporate the following information:

5.2.1 a statement of such sum as constitutes the West Ham and UKA Minimum Fee payable by the Caterer in respect of the previous month;

5.2.2 a statement of such sum as constitutes the Non-Event Day Minimum Fee payable by the Caterer in respect of the previous month;

5.2.3 a statement of the Caterer's Gross Receipts in respect of other Events in the previous month and the fee payable pursuant to Paragraph 3.3;



- 5.2.4 where applicable, a statement of the reconciliation amounts, as calculated in accordance with Paragraph 6;
  - 5.2.5 any other sums payable by the Caterer in respect of the previous month, including in respect of the provision of services provided by the Operator or its subcontractors; and
  - 5.2.6 a statement of any Service Credits relating to the previous month to which the Operator is entitled pursuant to Schedule 4 (*Key Performance Indicators*).
- 5.3 Each Monthly Payment Report shall incorporate such supporting information and documentation as is reasonable to demonstrate how the sums referred to in Paragraph 5.2 have been calculated.
- 5.4 Within five (5) Business Days of receipt of the Monthly Payment Report, the Operator shall either:
- 5.4.1 if it agrees with the contents of the Monthly Payment Report, send a valid VAT invoice to the Caterer in respect of the sums payable by the Caterer to the Operator; or
  - 5.4.2 if it does not agree with the contents of the Monthly Payment Report, notify the Caterer of the basis of its disagreement, in which case the Parties shall meet and agree the contents of the Monthly Payment Report within no more than five (5) Business Days. Following agreement of the Monthly Payment Report, the Operator shall send a valid VAT invoice to the Caterer in respect of the sums payable by it to the Operator.
- 5.5 The final date for payment by the Caterer of an invoice issued by the Operator pursuant to Paragraph 5.4 shall be the last Business Day of the month in which the relevant Monthly Payment Report was issued by the Caterer to the Operator.
- 5.6 The Parties acknowledge that WHHL or WHUFC will be required to pay the Caterer for any Hospitality Catering services that the Caterer provides in respect of any West Ham Events. If WHHL and WHUFC have failed to make any payments for those Hospitality Catering services to the Caterer within thirty (30) Business Days after the relevant West Ham Event, then the Caterer reserves the right not to make payments to the Operator of the West Ham Minimum Fee or of the Gross Receipts in respect of such Hospitality Catering services until it has received those amounts from WHHL or WHUFC. Following receipt of such amounts, the Caterer shall promptly make any outstanding payments to the Operator of such West Ham Minimum Fee or such Gross Receipts promptly and no later than five (5) Business Days following receipt from WHHL or WHUFC. The Caterer shall provide such assistance as reasonably requested by the Operator in pursuing WHHL and/or WHUFC for any outstanding payments.
- 5.7 Other Payments
- In the event that other amounts are payable by a Party to the other Party pursuant to this Agreement (including under Clauses 7.1.11 and 7.3.5), the payee shall issue an invoice in respect of such amount, together with supporting information, to the payor and the payor shall make payment in accordance with Paragraph 7.2.

## 6. RECONCILIATION

6.1 No later than the date falling ten (10) Business Days after the date occurring six (6) months after the beginning of each Financial Year, the Caterer shall undertake and provide to the Operator a reconciliation between:

6.1.1 the amounts that it has paid pursuant to Paragraph 5.1.1 in respect of Minimum Fees during the previous six months; and

6.1.2 the total of the actual Gross Receipts that the Operator is entitled to receive under Paragraph 3.1.1 in respect of the Secured Contents and under Paragraph 3.2.1 in respect of Non-Event Day activities during the previous six (6) month period.

6.2 If the reconciliation calculated in accordance with Paragraph 6.1 reveals that the amounts that the Caterer has paid to the Operator are less than the total of the Gross Receipts that the Operator is entitled to receive during that six-month period, then the Caterer shall pay the amount of any shortfall to the Operator within twenty (20) Business Days of submission of the reconciliation calculation pursuant to Paragraph 6.1.

6.3 No later than the date falling thirty (30) Business Days after the end of each Financial Year (or such other period as the Parties may agree), the Caterer shall undertake and provide to the Operator a reconciliation between:

6.3.1 the amounts that it has paid under Paragraph 5.1.1 in respect of Minimum Fees during the previous Financial Year and any shortfall that it has paid to the Operator under Paragraph 6.2; and

6.3.2 the total of the actual Gross Receipts that the Operator is entitled to receive under Paragraph 3.1.1 in respect of the Secured Contents and under Paragraph 3.2.1 in respect of Non-Event Day activities during that Financial Year.

6.4 If a reconciliation calculated in accordance with Paragraph 6.3 reveals that the amounts that the Caterer has paid to the Operator:

6.4.1 are less than the total of the Gross Receipts that the Operator is entitled to receive during that Financial Year, then the Caterer shall pay the amount of any shortfall to the Operator within twenty (20) Business Days of submission of the reconciliation calculation pursuant to Paragraph 6.3; or

6.4.2 are more than the greater of:

(a) the total Minimum Fees; and

(b) the total of the Gross Receipts that (in each case) the Operator is entitled to receive during that Financial Year, then the Operator shall pay the amount of any excess to the Caterer within twenty (20) Business Days of submission of the reconciliation calculation pursuant to Paragraph 6.3.

## 7. INVOICES AND PAYMENT

7.1 Invoices shall be issued in accordance with this Schedule 3 (*Receivables and Payment*).

7.2 Unless the Parties agree otherwise in writing, all invoices shall be paid in pounds sterling by electronic transfer of funds to the bank account that the Operator or the Caterer has specified on its invoice. Save where expressly stated otherwise in this

Agreement, the responsible party shall pay all invoices within twenty (20) days of the date of receipt of a correctly issued invoice.

- 7.3 The Operator shall be entitled to exercise the right to set-off any sums owed to it against any payments due to the Caterer under or in relation to this Agreement or in respect of termination of this Agreement.
- 7.4 If either Party fails to pay any sum payable under this Agreement (including the Concession Fees), but excluding any sum the Caterer withholds under Paragraph 5.6 or any sum which is the subject of a bona fide dispute under Paragraph 7.5, within fourteen (14) days of the due date, then, without prejudice to the other rights under this Agreement, the defaulting Party shall pay interest on the overdue amount from the due date until payment is made in full both before and after any judgment, at four per cent (4%) per annum over Barclays Bank plc base lending rate from time to time accruing on a daily basis and compounded quarterly.
- 7.5 If either Party has a bona fide dispute in respect of the whole or any part of any amount due under this Agreement, then it shall notify the other of the nature of such dispute in writing no later than ten (10) Business Days after either receipt of the Monthly Payment Report or after receipt of the relevant invoice (as applicable) giving all relevant details and shall pay the undisputed part in accordance with this Agreement. The Parties shall cooperate in good faith to resolve the dispute as amicably and promptly as possible. On settlement of any dispute, the relevant Party shall make the appropriate payment in accordance with this Agreement.
- 7.6 All payments payable under this Agreement will become due immediately on its termination.

## 8. INDEXATION

- 8.1 Amounts or sums in this Agreement which are expressed to be "subject to Indexation" or "Indexed" shall be adjusted in accordance with the provisions of this Paragraph 8 (*Indexation*) to reflect the effects of inflation. Amounts or sums in this Agreement which are expressed to be "RPI Indexed" shall be adjusted in accordance with Paragraph 9 (*RPI Indexation*) and not this Paragraph 8 (*Indexation*).
- 8.2 All amounts stated in this Schedule 3 (*Receivables and Payment*) are in prices as at 31 August 2014, based upon the last Consumer Price Index published as at this date, being the CPI Index in respect of July 2014.
- 8.3 Where Indexation applies, the relevant adjustment shall be applied:
- 8.3.1 as of 1 April 2015; and
- 8.3.2 thereafter, as of 1 January in each Financial Year commencing 1 January 2016,

(each such date an "**adjustment date**") determined:

- (a) in the case of Paragraph 8.3.1, by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published in relation to July 2014 and February 2015; and
- (b) in the case of Paragraph 8.3.2, as of 1 January 2016, by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published in relation to February 2015 and November 2015; and
- (c) in the case of Paragraph 8.3.2, as of 1 January 2017 and 1 January in each Financial Year thereafter, by multiplying the relevant amount

or sum by the percentage increase or changes in the Consumer Price Index published in relation to the twelve (12) months ended on the 30 November immediately preceding the relevant adjustment date.

## 9. RPI INDEXATION

9.1 Amounts or sums in this Agreement which are expressed to be "RPI Indexed" shall be adjusted in accordance with the provisions of this Paragraph 9 (*RPI Indexation*) to reflect the effects of inflation.

9.2 The RPI Indexed amount shall be determined in accordance with the following formula:

$$\text{RPI Indexed Amount} = A \times \frac{RPI_b}{RPI_c}$$

Where:

A = base amount which is subject to RPI Indexation

RPI<sub>b</sub> = the value of the Retail Prices Index for the UK published or determined with respect to the month of November immediately preceding the relevant indexation date in the year in which the provision in question is to be given effect; and

RPI<sub>c</sub> = the value of the Retail Prices Index in respect of July 2014.

9.3 If the Retail Prices Index ceases to be published, then such alternative index or information as notified by the Operator as being the equivalent index under the Operator Agreement shall apply.

## 10. FINANCIAL REPORTS

10.1 Within thirty (30) Business Days of the Effective Date, the Caterer shall prepare and provide to the Operator for approval of the format a template financial report for inclusion in the Operator's Annual Report (as defined in the Operator Agreement) which will evidence the Monthly Payment together with any supporting documentation. The Operator shall provide its approval or comments within twenty five (25) Business Days. If the template report is not approved by the Operator then the Caterer shall make such amendments as may be reasonably required by the Operator. Failure by the Operator to provide any comments within the required period shall be deemed to be an Operator approval.

10.2 Within forty (40) Business Days of the end of each Financial Year, the Caterer shall, at its sole cost and expense, provide to the Operator an audit opinion of the Gross Receipts and Concession Fees. The annual audit opinion shall be prepared according to UK GAAP.

## 11. BUSINESS PLAN

11.1 The Caterer acknowledges that the Operator is required to provide an annual business plan to the Grantor pursuant to the Operator Agreement. The Caterer agrees that it shall provide such assistance and information to the Operator as is reasonably required in order that the Operator can prepare the business plan.

12. **VAT**

- 12.1 All amounts due and payable to either Party under this Agreement are exclusive of any applicable VAT.
- 12.2 If any amount payable under this Agreement constitutes the consideration for any supply for VAT purposes and VAT is chargeable in respect of that supply, the Party making the payment must, where the recipient of the payment is the person required to account for such VAT to the relevant tax authority (in addition to and at the same time as paying any other consideration for such supply), pay to the recipient an amount equal to the amount of the VAT and the recipient must promptly provide an appropriate VAT invoice.
- 12.3 Where under this Agreement any Party is required to reimburse or indemnify another Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such other Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such other Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- 12.4 Any reference in this Paragraph to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (or the equivalent of the representative member in the relevant jurisdiction).
- 12.5 In relation to any supply made by a Party to the other Party under this Agreement, if reasonably requested by the Party making the supply, the recipient of the supply must promptly provide the supplier with details of the recipient's VAT registration and such other information as is reasonably requested in connection with the supplier's VAT reporting requirements in relation to such supply

## **PART 2**

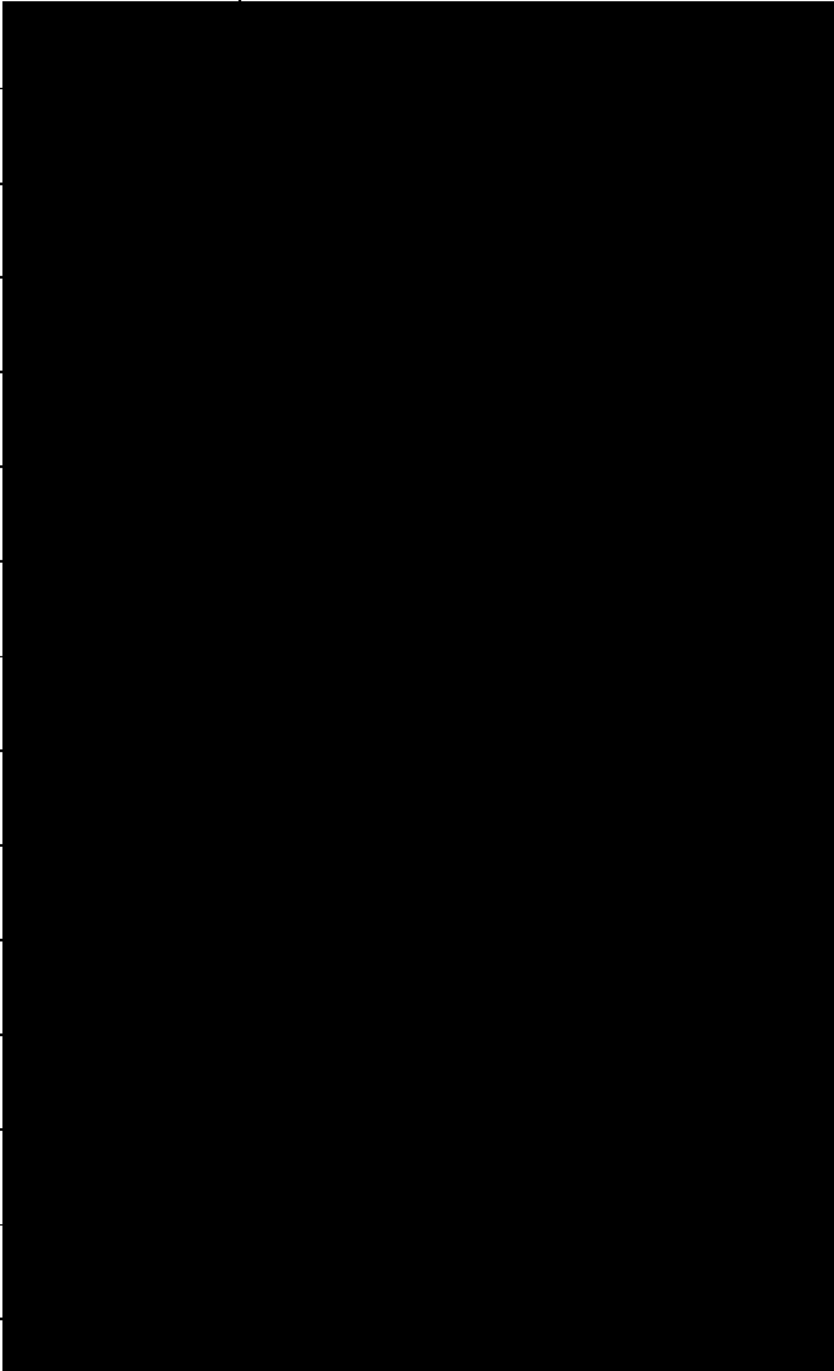
### **MINIMUM FEES**

#### **1. MINIMUM FEES**

- 1.1 The West Ham and UKA Minimum Fee and the Non-Event Day Minimum Fee for each Year of the Term shall be as set out in the tables in Schedule 3 Part 3 (*West Ham Minimum Fee*) to Part 6 (*Non-Event Day Minimum Fee*) (inclusive).
- 1.2 The Minimum Fees shall be Indexed in accordance with Paragraph 8 of Schedule 3 Part 1 (*Payment*).

**PART 3**

**WEST HAM MINIMUM FEE**

Year	Minimum Fee (subject to Indexation)	
	In figures (Pounds Sterling)	In writing
Contract Year 1		
Contract Year 2		
Contract Year 3		
Contract Year 4		
Contract Year 5		
Contract Year 6		
Contract Year 7		
Contract Year 8		
Contract Year 9		
Contract Year 10		
Contract Year 11		
Contract Year 12		
Contract Year 13		
Contract Year 14		
Contract		

Year	Minimum Fee (subject to Indexation)	
	In figures (Pounds Sterling)	In writing
Year 15		
Contract Year 16		
Contract Year 17		
Contract Year 18		
Contract Year 19		
Contract Year 20		
Contract Year 21		
Contract Year 22		
Contract Year 23		
Contract Year 24		
Contract Year 25		



**PART 4**  
**UKA MINIMUM FEE**

Year	Minimum Fee (subject to Indexation)	
	In figures (Pounds Sterling)	In writing
Contract Year 1		
Contract Year 2		
Contract Year 3		
Contract Year 4		
Contract Year 5		
Contract Year 6		
Contract Year 7		
Contract Year 8		
Contract Year 9		
Contract Year 10		
Contract Year 11		
Contract Year 12		
Contract Year 13		
Contract Year 14		

Year	Minimum Fee (subject to Indexation)	
	In figures (Pounds Sterling)	In writing
Contract Year 15		
Contract Year 16		
Contract Year 17		
Contract Year 18		
Contract Year 19		
Contract Year 20		
Contract Year 21		
Contract Year 22		
Contract Year 23		
Contract Year 24		
Contract Year 25		

**PART 5**  
**ER2015 MINIMUM FEE**

Year	Minimum Fee (subject to Indexation)	
	In figures (Pounds Sterling)	In writing
Contract Year 1		

**PART 6**

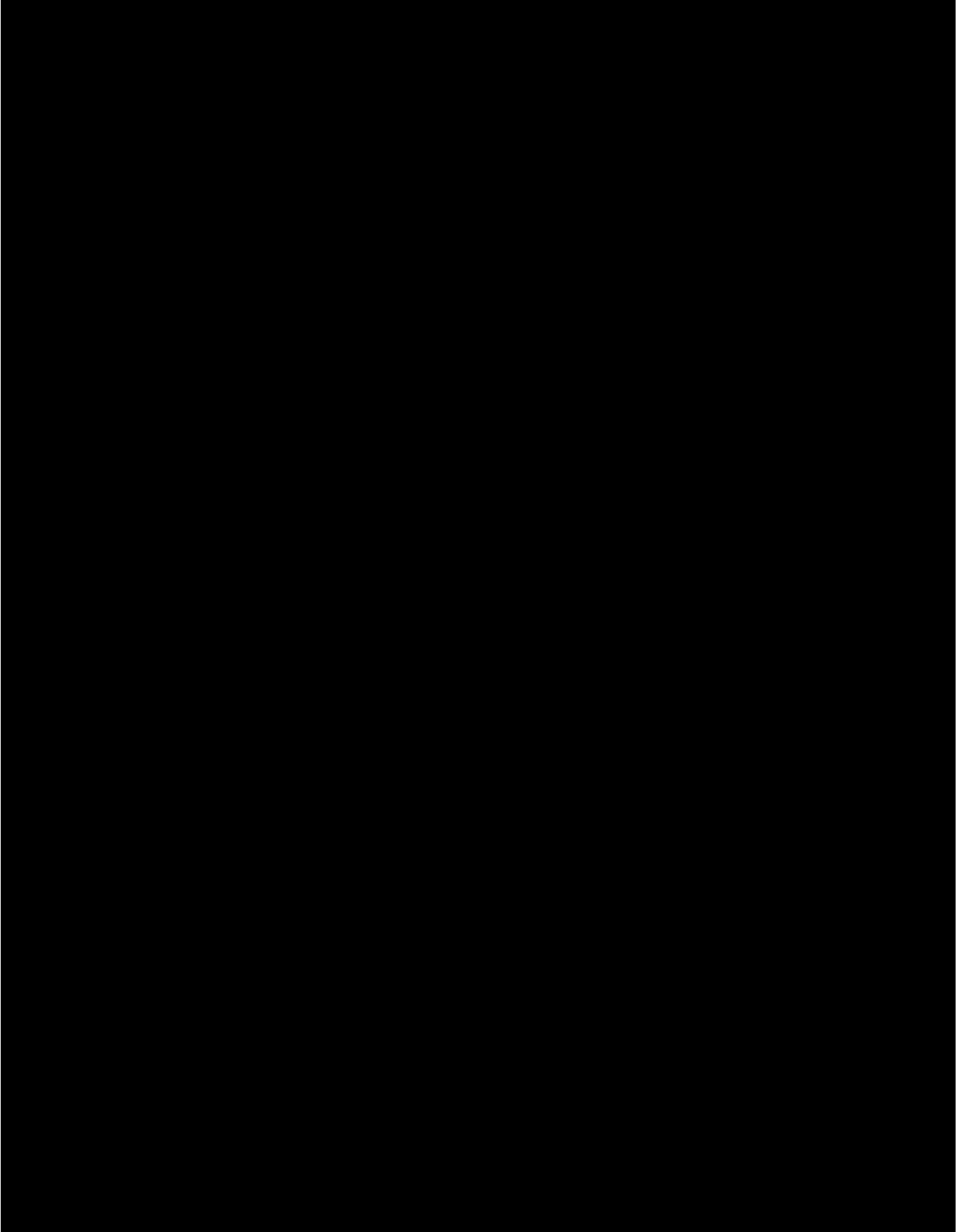
**NON-EVENT DAY MINIMUM FEE**

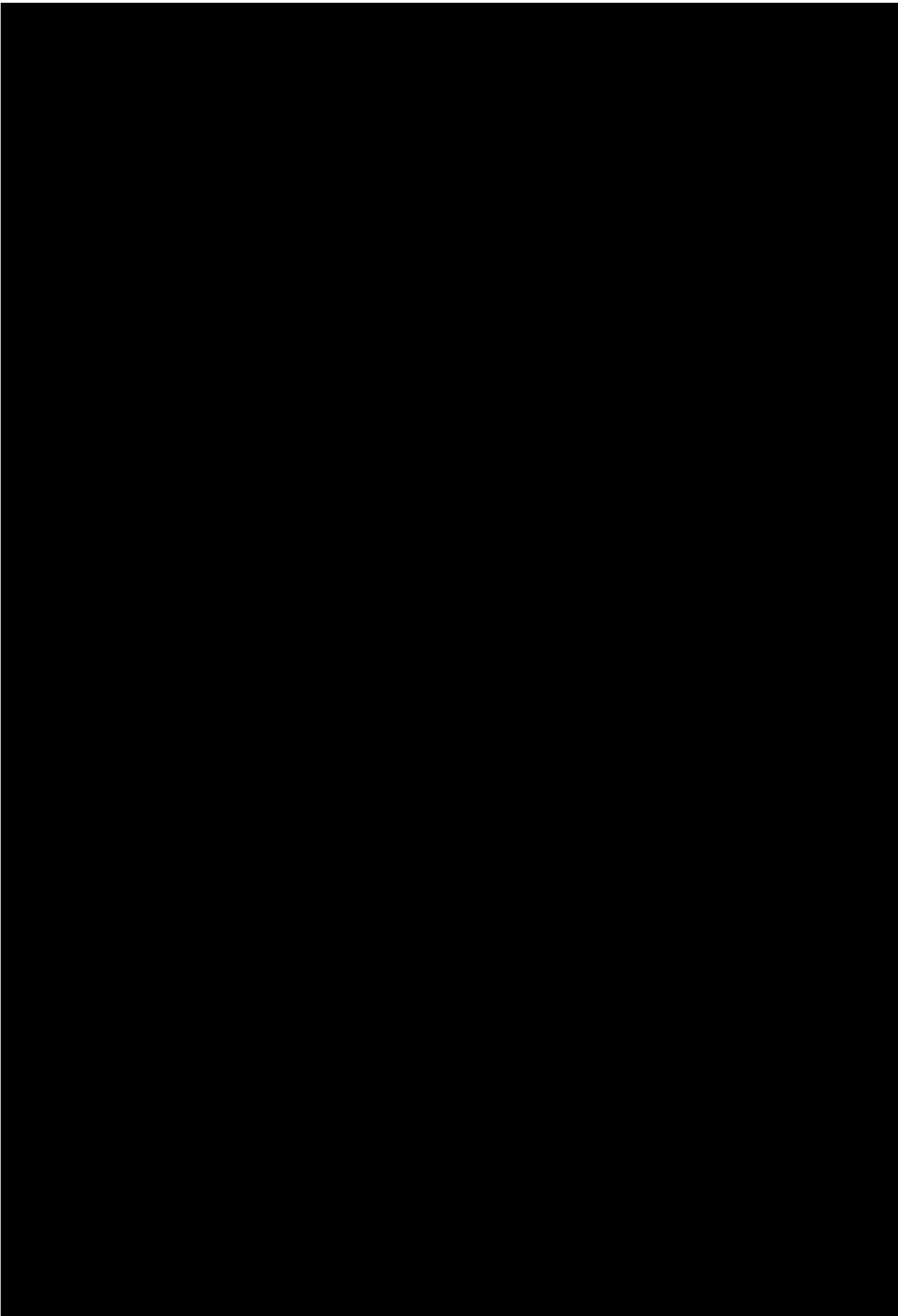
Year	Minimum Fee (subject to Indexation)	
	In figures (Pounds Sterling)	In writing
Contract Year 1		
Contract Year 2		
Contract Year 3		
Contract Year 4		
Contract Year 5		
Contract Year 6		
Contract Year 7		
Contract Year 8		
Contract Year 9		
Contract Year 10		
Contract Year 11		
Contract Year 12		
Contract Year 13		
Contract Year 14		
Contract Year 15		
Contract		

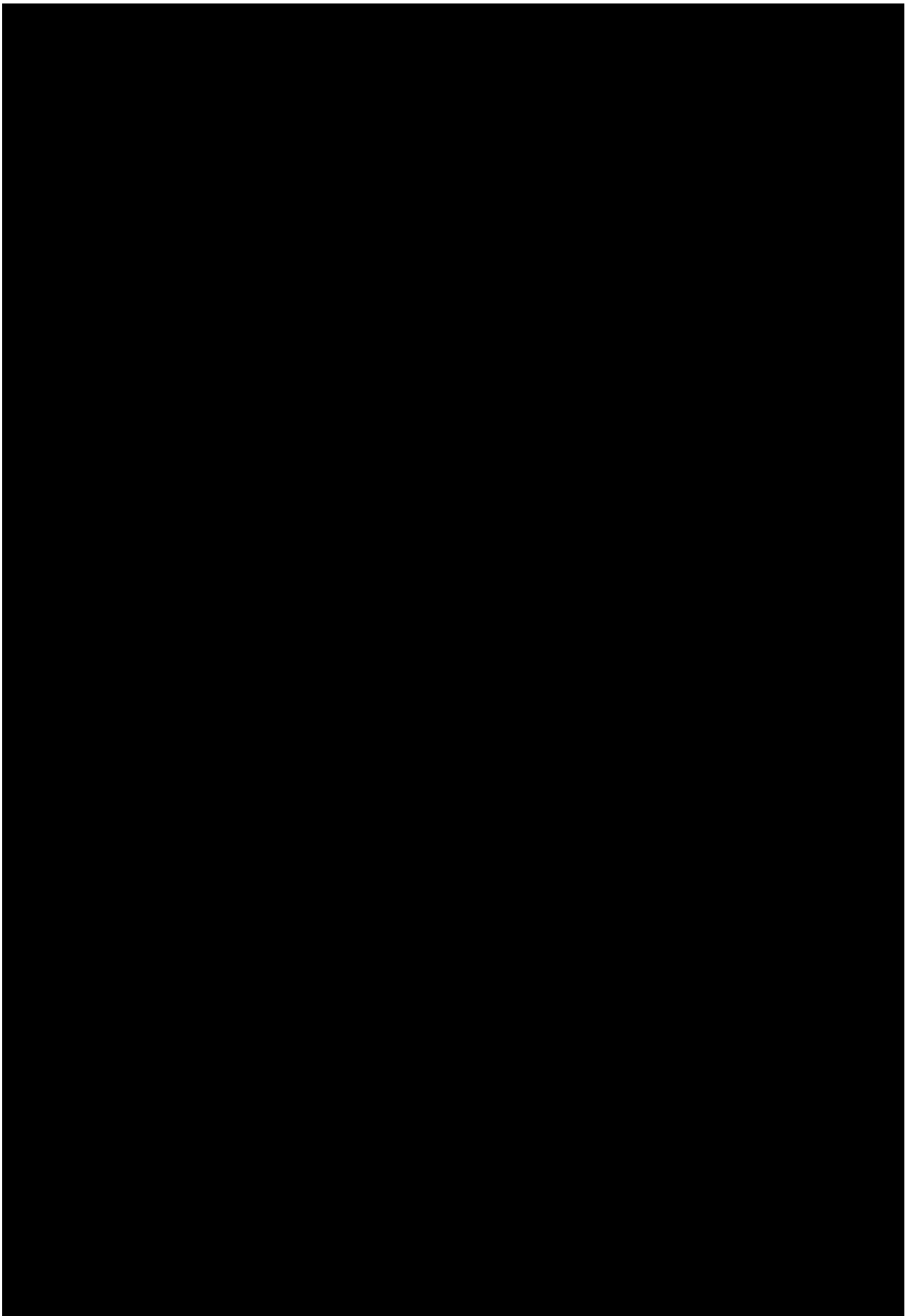
Year	Minimum Fee (subject to Indexation)	
	In figures (Pounds Sterling)	In writing
Year 16		
Contract Year 17		
Contract Year 18		
Contract Year 19		
Contract Year 20		
Contract Year 21		
Contract Year 22		
Contract Year 23		
Contract Year 24		
Contract Year 25		

**PART 7**

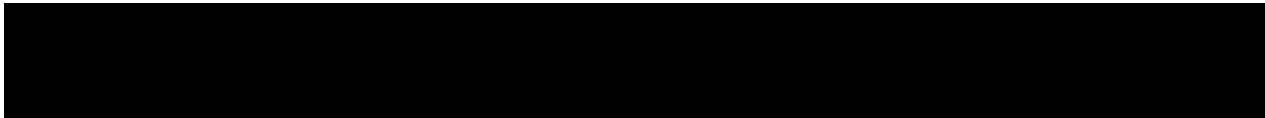
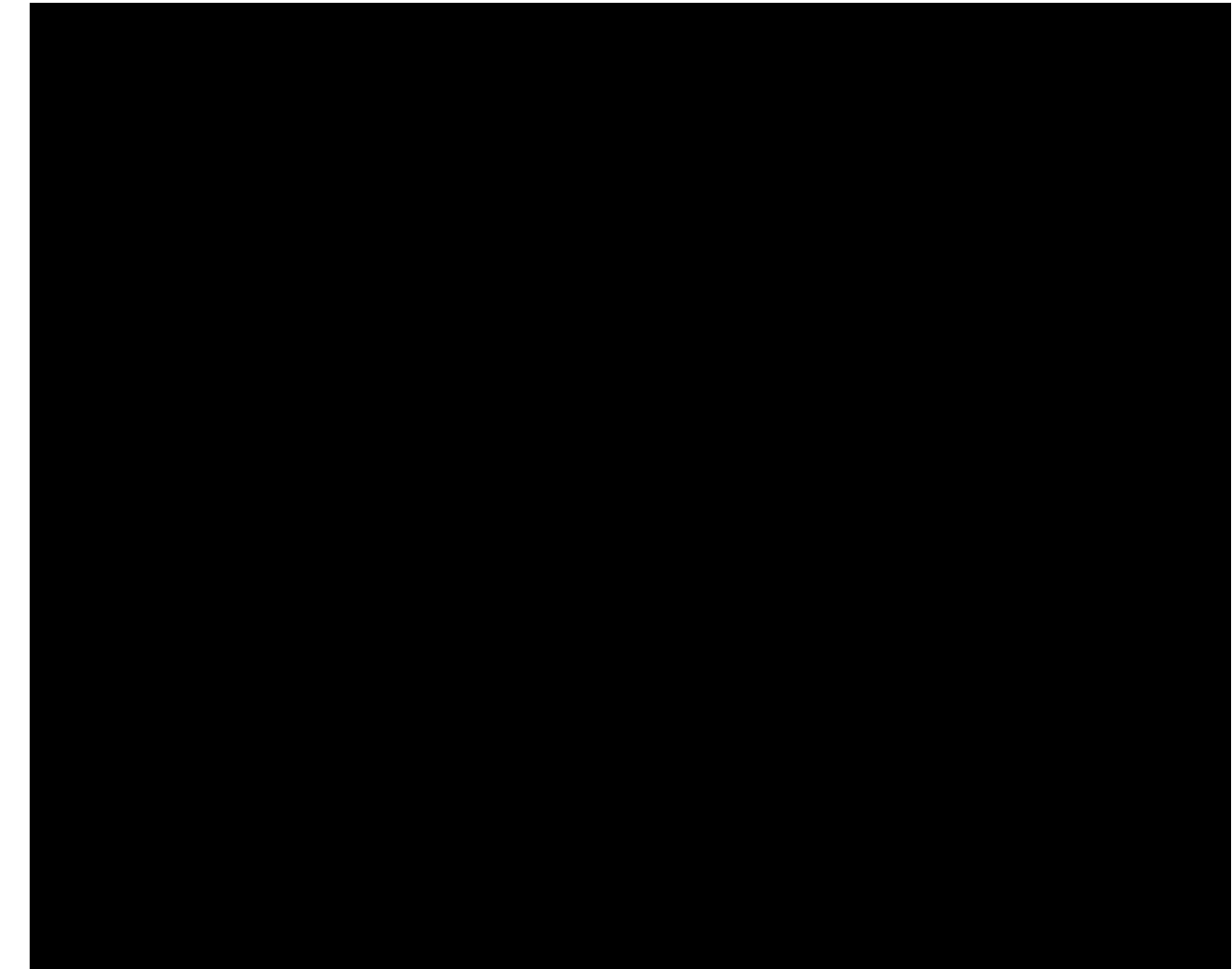
**ADDITIONAL CATERER CONTRIBUTION**











## SCHEDULE 4

### PART 1

#### KEY PERFORMANCE INDICATORS

#### 1 DEFINITIONS

In this Schedule, capitalised terms that are used but not defined in this Schedule or elsewhere in this Agreement shall have the meaning given to them in the Operator Agreement, and the following definitions shall apply:

<b>Annual Service Credit Cap</b>	
<b>CAFM</b>	has the meaning given in schedule 2 (Services Specification) of the Operator Agreement;
<b>Catastrophic Failure</b>	means a material failure which results in the Site being completely unavailable for provision of the Services (as defined in the Operator Agreement) by the Operator as a result of the Caterer not fulfilling its obligations under the Agreement, including loss of any of the Operating Licences and any serious health and safety incident which brings the name of the Grantor into disrepute, in each case where the relevant event is due to a failure of the Caterer;
<b>Customer Satisfaction Survey</b>	means the customer satisfaction survey in respect of certain Events to be established by the Operator pursuant to its Quality Plan on a regular basis (at least one per quarter);
<b>Event Plan</b>	means the plan for the holding of an Event agreed between the Operator and the relevant Events Host before such Event;
<b>KPI Failure</b>	means the failure definition against any KPI Target as specified in Schedule 4 Part 2 ( <i>KPIs</i> );
<b>KPI Failure Type</b>	means the KPI failure type in respect of each KPI, as set out in Schedule 4 Part 2 ( <i>KPIs</i> );

<b>Major Event</b>	means any Event associated with: Major Sporting Event, Diamond League, ER2015, London Grand Prix, UKA, WHUFC matches and any other Event identified by the Grantor (acting reasonably) as being a Major Event and notified to the Operator (and then by the Operator to the Caterer) in writing in advance of such event;
<b>Monthly Service Credit Cap</b>	means the monthly cap on Service Credits as set out in Schedule 4 Part 3 ( <i>Service Credits</i> );
<b>Normal Stadium Operation</b>	means operation of the Stadium as set out in the Operations Manual;
<b>Normal Working Hours</b>	means 07:00 to 19:00 on a relevant day;
<b>Pre Event Inspection</b>	means the inspection process for the Stadium undertaken by the Operator prior to an Event to demonstrate to the Events Host that the Stadium is ready to the required standard for the hosting of the Event;
<b>Response Time</b>	means the time recorded between the incident or service request being reported and a suitably qualified operative attending the incident;
<b>Service Credit</b>	means the increase in the monthly Concession Fees that becomes payable from the Caterer to the Operator on the occurrence of a KPI Failure, in accordance with Paragraph 3 and Schedule 4 Part 3 ( <i>Service Credits</i> );
<b>Type 1 KPI Failure</b>	means a Catastrophic Failure;
<b>Type 2 KPI Failure</b>	means a failure to achieve a KPI that is designated as such in Schedule 4 Part 2 ( <i>KPIs</i> );
<b>Type 3 KPI Failure</b>	means a failure to achieve a KPI that is designated as such in Schedule 4 Part 2 ( <i>KPIs</i> );
<b>Type 4 KPI Failure</b>	means a failure to achieve a KPI that is designated as such in Schedule 4 Part 2 ( <i>KPIs</i> ); and

<b>Warning Notice</b>	means a notice issued by the Operator following KPI Failures in accordance with Paragraph 5.
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## **2 PERFORMANCE INDICATORS**

- 2.1 Schedule 4 Part 2 (*KPIs*) sets out the KPIs, KPI Targets and KPI Failures which the Parties agree shall be used to measure the performance of the Caterer under this Agreement. The Parties acknowledge that the KPIs set out in Schedule 4 Part 2 (*KPIs*) reflect key performance indicators that apply to the Operator under the Operator Agreement, and that each KPI set out in Schedule 4 Part 2 (*KPIs*) shall only apply to the Caterer to the extent that it relates to the provision of the Catering Services or the performance of the Caterer's other obligations under this Agreement.
- 2.2 The Caterer shall monitor its performance against each KPI and shall send the Operator a report detailing the performance actually achieved in accordance with Paragraph 8.
- 2.3 In respect of each month, Service Credits shall accrue for any KPI Failure arising in the preceding month and shall be calculated in accordance with Paragraph 3 and Schedule 4 Part 2 (*KPIs*) and Part 3 (*Service Credits*).

## **3 SERVICE CREDITS**

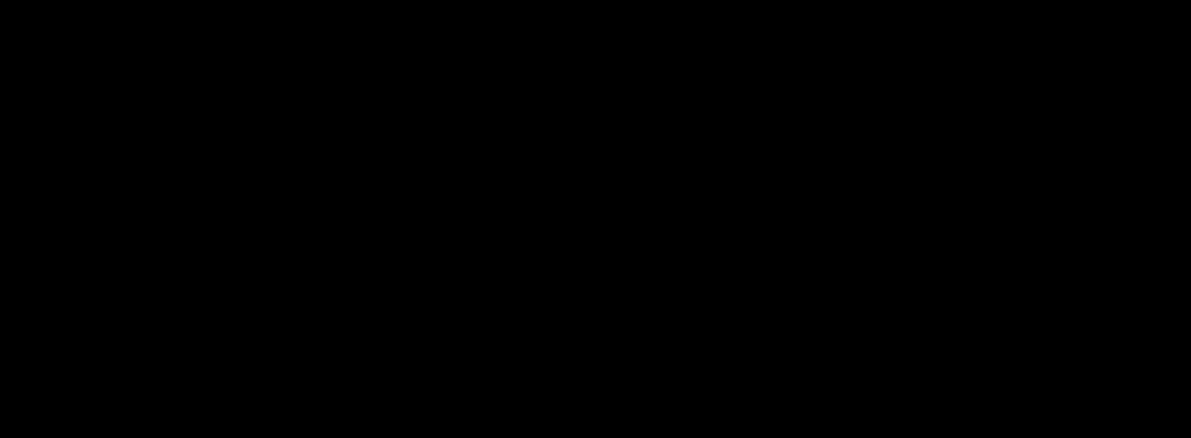
- 3.1 If the level of performance of the Caterer during a month achieves the KPI Target in respect of a KPI, no Service Credits shall accrue in respect of that KPI.
- 3.2 If the level of performance of the Caterer during a month is below the KPI Target in respect of a KPI, Service Credits shall accrue in respect of that KPI as set out in Paragraph 2.3 (subject to a monthly maximum of the Monthly Service Credit Cap and an annual maximum of the Annual Service Credit Cap).
- 3.3 The Caterer shall add Service Credits accrued pursuant to Paragraph 3.2 to its monthly payment of the Concession Fees pursuant to Paragraph 5 of Schedule 3 Part 1 (*Payment*) to reflect the reduced value of the Catering Services actually received.
- 3.4 Service Credits are stated exclusive of VAT.

**4**     **TYPE 1 KPI FAILURES**

4.1



4.2

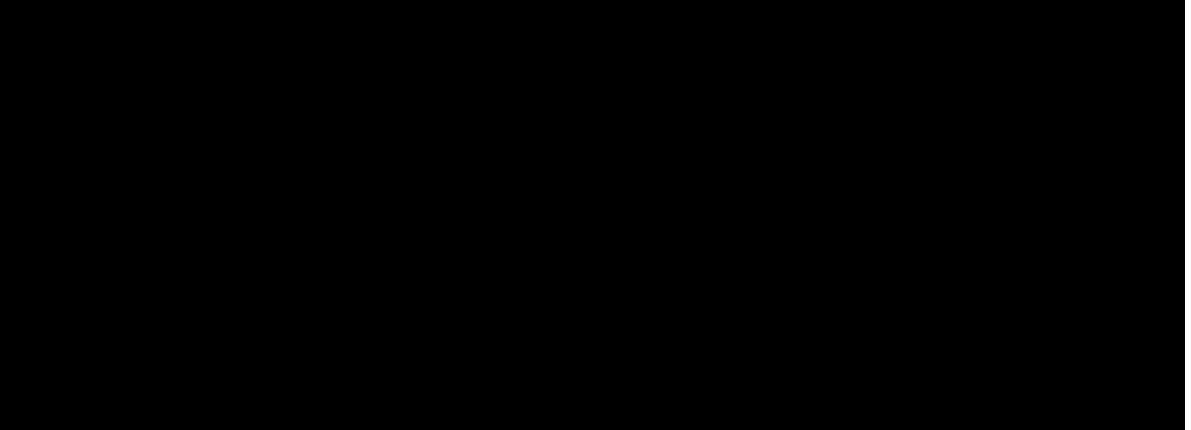


4.3

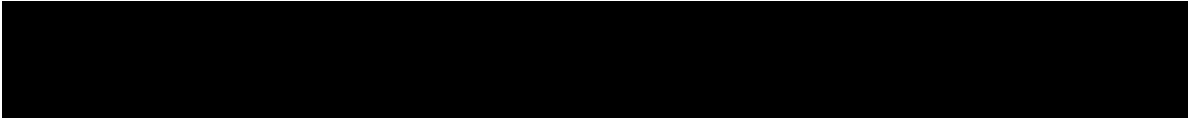


**5**     **WARNING NOTICES**

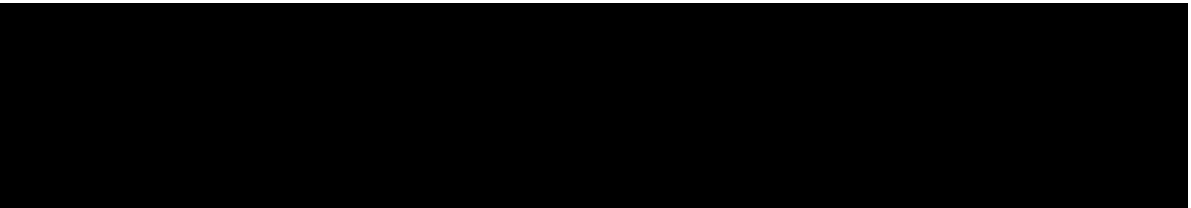
5.1



5.2



5.3



## **6 RECTIFICATION PLAN**

- 6.1 Immediately following the issue of a Warning Notice (in addition to Service Credits accruing in accordance with Paragraph 3 above) or agreement of the Warning Notice (or determination of the Warning Notice pursuant to Clause 40 (Dispute Resolution Procedure) in the event the Caterer disputes the Warning Notice (including where, in the Caterer's reasonable opinion, the grounds for such KPI Failure arise from an Excusing Event)), the Caterer shall submit a draft rectification plan to the Operator for it to review as soon as possible and in any event within five (5) Business Days (or such other period as may be agreed between the Parties) after issue of the Warning Notice. The rectification plan shall have regard to the multi-functional use and nature of the Stadium, as required to maximise the Opportunity.
- 6.2 The draft rectification plan shall set out, in the Caterer's reasonable opinion:
- (a) full details of the issues or KPI Failures giving rise to the Warning Notice, including, so far as practicable, an analysis of the probable reasons for the KPI Failure (including if, in the Caterer's reasonable opinion, the grounds for such KPI Failure arise from an Excusing Event);
  - (b) the actual or anticipated effect of the KPI Failure; and
  - (c) the steps which the Caterer proposes to take to rectify such KPI Failures and to prevent their recurrence (including, where necessary, the deployment of additional personnel, resources and equipment) and timescales for such rectification and steps (where applicable).
- 6.3 The Caterer shall promptly provide to the Operator any further documentation that the Operator reasonably requires to assess the Caterer's analysis of the reasons for the KPI Failure.
- 6.4 The Operator shall notify the Caterer whether it consents (acting reasonably) to the draft rectification plan within seventeen (17) days of receiving the draft rectification plan or any documentation requested pursuant to Paragraph 6.3. If the Operator rejects the draft rectification plan, the Operator shall give reasons for its decision and the Caterer shall take the reasons into account in the preparation of a revised rectification plan. The Caterer shall submit the revised draft of the rectification plan to the Operator for review within five (5) Business Days (or such other period as agreed between the Parties) of the Operator's notice rejecting the first draft.

6.5 If the Parties are unable to agree the content of the revised draft rectification plan, then either Party may refer the matter to be determined, pursuant to Clause 40 (*Dispute Resolution Procedure*), in accordance with the Dispute Resolution Procedure.

6.6 If the Operator consents to the rectification plan the Caterer shall immediately commence the implementation of the rectification plan.

**7 Termination Rights**

7.1 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]  
[REDACTED]

(c) [REDACTED]

(d) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

7.2 [REDACTED]  
[REDACTED]  
[REDACTED]

**8 PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

8.1 Within five (5) Business Days of the end of each month, the Caterer shall provide a monthly KPI performance report (the "**Monthly KPI Performance Report**"), which shall be in the format agreed between the Parties from time to time and which shall contain the following information:

(a) for each KPI, the actual performance achieved in the relevant month;

(b) a summary of all KPI Failures that occurred during the relevant month;

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

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

- (a) take place at such location and time (within normal business hours) as the Operator



shall reasonably require (unless otherwise agreed in advance); and

- (b) be attended by the Caterer's Representative and the Operator's Representative. The Caterer's Representative shall be responsible for taking and issuing the minutes of the Performance Review Meetings.

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

**PART 2**

**KPIs**

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
1.	Licenses / Planning	Event Readiness	Correct Operating Licenses and Planning Permission requirements in place.	High	A KPI Failure will occur for each Event where the Caterer does not comply with its obligations under this Agreement and as a result the relevant Necessary Consent is not in place as required by legislation or the Event Plan, identified through either:- - The Pre Event Inspection if upheld by the Grantor (acting reasonably). -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Pre Event Inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 2  Operator Events – Type 3
							Each Event that is not cancelled or postponed	All Events – Type 4
2.	Event ICT	Event Readiness	Correct ICT infrastructure in place and functioning as set out in the Services Specification.	Medium	A KPI Failure will occur for each Event where the Caterer does not comply with its obligations under this Agreement and as a result the necessary ICT infrastructure, connectivity or functionality is not in place as required by the Event Plan, identified through either:- - The Pre Event Inspection process if upheld by the Grantor (acting reasonably). -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation	Pre Event Inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 3  Operator Events – Type 4

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
					following an incident if upheld by the Grantor (acting reasonably).			
3.	Clean Stadium	Event Readiness	Clean Stadium provided as set out in the Services Specification for Events shown in the Event Calendar.	Medium	<p>A KPI Failure will occur for each Event where the Caterer does not comply with its obligations under this Agreement in respect of Clean Stadium requirements and as a result the Stadium is not provided in accordance with the Clean Stadium standard when required in the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> <li>- The pre Event inspection process if upheld by the Grantor (acting reasonably).</li> <li>-The Operator's own self-monitoring and audit as set out in the Operations Manual;</li> <li>-The Operator's own investigation following an incident;</li> <li>-The Grantor audit or investigation following an incident; or</li> <li>-The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).</li> </ul>	Pre Event inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 3 Operator Events – Type 4
							Each Event that is not cancelled or postponed	Primary User Events – Type 4

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
4.	Event Staffing	Event Day	Correct level of staff as set out in the Services Specification	Medium	A KPI Failure will occur for each Event where the Caterer's staffing is not provided in accordance with the Service Specification identified through either:- -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Post Event Report	Each Event Day	Primary User Events – Type 3 Operator Events – Type 4

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
5.	Catering / Hospitality Standards	Event Day	Standards of service, the range of food and beverages and ancillary services offered at Events (within the Hospitality Areas and in all other Concession Areas) are to the standard that is required by Comparable Clubs or as set out in the Event Plan.	Medium	A KPI event Failure will occur for each Event Day where the Catering/Hospitality Service is not provided in accordance with the Event Plan, identified through either:- - The results of a Customer Satisfaction Survey; - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation following an incident; - The Grantor audit or investigation, following an incident; or - The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Post Event Report	Each Event Day	Primary User Events – Type 3 Operator Events – Type 4

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
6.	Event Cleaning Standards	Event Day	All facilities required for the Event are clean and all waste is removed as defined in the area data sheets contained within the Operations Manual.	Medium /Low	<p>A KPI Failure will occur for each Event Day where the Caterer does not comply with its obligations under this Agreement and as a result the Stadium (or other location for which the Caterer has responsibility pursuant to this Agreement) is not provided in a clean condition in accordance with the cleaning standards and undamaged, identified through either:-</p> <ul style="list-style-type: none"> <li>-The results of a Customer Satisfaction Survey;</li> <li>-The Operator's own self-monitoring and audit as set out in the Operations Manual;</li> <li>-The Operator's own investigation following an incident;</li> <li>-The Grantor audit or investigation, following an incident; or</li> <li>-The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).</li> </ul>	Post Event Report	Each Event Day	<p>Primary User Events – Type 3</p> <p>Operator Events – Type 4</p>

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
7.	Post Event Cleaning Standards	Post Event Day	All South Park areas are clean and all waste is removed as defined in the area data sheets contained within the Operations Manual.	Medium	A KPI Failure will occur for each day where the Caterer does not comply with its obligations under this Agreement and as a result South Park is not provided in a clean condition in accordance with the cleaning standards, identified through either:- -The post Event inspection process. -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; or -The Grantor audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Post Event Inspection Report	Each occurrence	Each occurrence will incur a Type 3 KPI Failure
8.	Health and Safety Management - Incidents and reportable RIDDOR incident	Facilities Management	The Catering Services are delivered free from Incidents and reportable RIDDOR incident	High	A KPI Failure will occur for each instance where a reportable RIDDOR incident for which the Caterer is responsible is recorded, identified through either:- -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably) <u>And</u> the Caterer has not put in place a rectification plan to prevent re-occurrence.	Monthly Reports	Each reportable RIDDOR incident	Rectification plan must be implemented with 30 days Where the rectification plan has not been produced, or implemented a Type 3 KPI Failure will occur

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
9.	Health and Safety Management - Safe Working	Facilities Management	The Catering Services are managed and delivered in a safe manner.	High	A KPI Failure will occur for each and every deviance from a Necessary Consent or relevant Applicable Law by the Caterer, identified through either: - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation following an incident; - The Grantor audit or investigation following an incident; or - The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably) <u>And</u> the Caterer not putting in place a rectification plan to prevent re-occurrence.	Monthly and Annual Trends	Each occurrence	Rectification plan must be implemented with 30 days Where the rectification plan has not been produced, or implemented a Type 3 KPI Failure will occur
10.	Compliance	Facilities Management	The Caterer shall be compliant with all Applicable Laws and the Policies as they relate to the management and delivery of the Catering Services.	Medium	A KPI Failure will occur for each instance where the Caterer is found to have acted (or not acted) in a way that contravenes Applicable Laws and/or the Policies (where these are not covered by other KPI), identified through either: - - The Operator's own self-monitoring and audit as set out in the Operator's Plans; - The Operator's own investigation following an incident; - The Grantor audit or investigation following an incident; or - The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 3 KPI Failure



KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
11.	Operations Manual	Facilities Management	The Operator shall provide and maintain the Operations Manual in compliance with the requirements set out in the Services Specification.	High	A KPI Failure will occur for each instance where the Caterer does not comply with its obligations under this Agreement and as a result the Operations Manual is not provided in compliance with the Agreement, identified through either:- -The Operator's own self-monitoring and audit; -The Operator's own investigation following a request; or -The Grantor audit or investigation following a request.	Annual	Each occurrence	Each occurrence will incur a Type 2 KPI Failure

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
12.	Statutory Tests and Inspections	Facilities Management	The Caterer shall assist the Operator in ensuring that all required planned activities for Statutory Tests and Inspections within the scope of the Catering Services are undertaken on or before the planned date in the annual planned maintenance schedule shown in the Operations Manual.	Medium	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> <li>- The status for a planned activity is set to "Closed" on the Operator's CAFM system after the due date and time for the completion of planned activity due to the Caterer's failure to assist the Operator;</li> <li>- A planned activity will remain as "Open" (i.e. has not been "Closed" on the Operator's CAFM system on or before the due date and time for its completion) on the Operator's CAFM System past the due date and time due to the Caterer's failure to assist the Operator;</li> </ul> <p>Where: -</p> <ul style="list-style-type: none"> <li>- The Operator did not carry out the planned activity at the time stated on the CAFM System due to the Caterer's failure to assist the Operator;</li> <li>- The required Statutory Test or Inspection is found to be missing from the Annual planned maintenance schedule and not carried out within 1 month of identification due to the Caterer's failure to assist the Operator.</li> </ul> <p>Identified through either: -</p> <ul style="list-style-type: none"> <li>- The Operator's own self-monitoring and audit as set out in the Operations Manual;</li> <li>-The Operator's own investigation following a complaint;</li> <li>the Grantor audit or investigation following a complaint; or</li> <li>-The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably).</li> </ul>	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 3 KPI Failure

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
13.	Planned Maintenance	Facilities Management	The Caterer shall assist the Operator in carrying out all maintenance planned activities to the extent they relate to the Catering Services on the annual maintenance schedule shown in the Operations Manual.	Low	<p>A KPI Failure will occur for each instance of where:</p> <ul style="list-style-type: none"> <li>- The Planned activity is "Closed" on the Operator's CAFM system after the due date and time for the planned activity due to the Caterer's failure to assist the Operator;</li> <li>- A planned activity is "Open" on the Operator's CAFM System past the due date and time due to the Caterer's failure to assist the Operator; or</li> </ul> <p>Where: -</p> <ul style="list-style-type: none"> <li>- The Operator did not carry out the planned activity at the time stated on the CAFM System due to the Caterer's failure to assist the Operator;</li> <li>- The Operator did not carry out the planned activity in accordance with the Services Specification and any manufacturers requirements due to the Caterer's failure to assist the Operator. Identified through either: -</li> <li>- The Operator's own self-monitoring and audit as set out in the Operations Manual;</li> <li>-The Operator's own investigation following a complaint;</li> <li>-The Grantor audit or investigation following a complaint; or</li> <li>-The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably).</li> </ul>	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
14.	Reactive Maintenance	Facilities Management	The Caterer shall assist the Operator in ensuring that all defects are attended and permanently rectified to the extent they relate to the Catering Services in accordance with the Operations Manual.	Medium /Low	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> <li>- The Operator did not rectify the defect or service request within the rectification time indicated in table 1 below due to the Caterer's failure to assist the Operator;</li> <li>- A defect or service request is "Open" on the Operator's CAFM System and the permanent rectification time has been exceeded due to the Caterer's failure to assist the Operator; or</li> </ul> <p>Where: -</p> <ul style="list-style-type: none"> <li>- The Operator did not rectify the defect or service request at the time stated on the CAFM System due to the Caterer's failure to assist the Operator;</li> <li>- The Operator did not implement a temporary rectification where a permanent rectification could not be undertaken due to the Caterer's failure to assist the Operator.</li> </ul> <p>Identified through either: -</p>	Monthly and Annual Trends	Each Priority 1 occurrence	Each occurrence not rectified within the permanent rectification time (set out in Table 1 – Reactive Maintenance Rectification Times below) will incur a Type 3 KPI Failure

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
					<ul style="list-style-type: none"> <li>- The Operator's own self-monitoring and audit as set out in the Operations Manual;</li> <li>-The Operator's own investigation following a complaint;</li> <li>-The Grantor audit or investigation following a complaint; or</li> <li>-The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably).</li> </ul>		Each priority 2,3 or 4 occurrence	Each occurrence not rectified within the permanent rectification time (set out in Table 1 – Reactive Maintenance Rectification Times below) will incur a Type 4 KPI Failure

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
15.	ICT Services	ICT	The Operator shall ensure that all ICT requests and failures are attended and permanently rectified in accordance with the Operations Manual.	Medium /Low	<p>A KPI Failure will occur for each instance where the Caterer does not comply with its obligations under this Agreement and as a result:</p> <ul style="list-style-type: none"> <li>- The Operator did not respond to and rectify the ICT service request within the rectification time indicated in table 2 below;</li> <li>- A defect or service request is "Open" on the Operator's CAFM System and the permanent rectification time has been exceeded; or</li> </ul> <p>Where: -</p> <ul style="list-style-type: none"> <li>- The Operator did not rectify the ICT service request at the time stated on the CAFM System;</li> <li>- The Operator did not implement a temporary rectification where a permanent rectification could not be undertaken. Identified through either: -</li> <li>- The Operator's own self-monitoring and audit as set out in the Operations Manual;</li> <li>-The Operator's own investigation following a complaint;</li> <li>-The Grantor audit or investigation following a complaint; or</li> <li>-The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably).</li> </ul>	Monthly and Annual Trends	Each Priority 1 occurrence	Each occurrence not rectified within the permanent rectification time (set out in Table 2 - ICT Response and Rectification Times below) will incur a Type 3 KPI Failure
							Each priority 2,3 or 4 occurrence	Each occurrence not rectified within the permanent rectification time (set out in Table 2 - ICT Response and Rectification Times below) will incur a Type 4 KPI Failure

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
16.	Reporting	Management	The Operator shall ensure that all Monthly Reports are issued in accordance with the Operator Agreement.	Low	A KPI Failure will occur for each instance where the Caterer does not comply with its obligations under this Agreement and as a result: - The Operator did not issue a Monthly Report in accordance with the Operator Agreement. Identified through either: - - The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation; or -The Grantor audit or investigation.	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure

KPI Ref:	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
17.	Payment	Management	The Caterer shall ensure that the payments due under the Agreement (including the Minimum Fees) are paid in accordance with the Agreement.	Low	A KPI Failure will occur for each instance where: - The Caterer did not pay the Minimum Fees or any other payment due under the Agreement in accordance with the Agreement. Identified through either: - - The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation; or -The Grantor audit or investigation.	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure



**Table 1 - Reactive Maintenance Rectification Times**

A large solid black rectangular area redacting the entire content of the table.

**Table 2 - ICT Response and Rectification Times**

A large black rectangular redaction covers the entire content of the table, obscuring all data and headers.

**PART 3**  
**SERVICE CREDITS**

<b>KPI Failure Type</b>	<b>Service Credit per KPI Failure</b>	<b>Monthly Service Credit Cap</b>
1		
2		
3		
4		

**SCHEDULE 5**  
**CHANGE CONTROL PROCEDURE**

**1. DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

**“Caterer Change Manager”** means the person appointed to that position by the Caterer from time to time and notified in writing to the Operator or, if no person is notified, the Caterer's Representative.

**“Change Communication”** means any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;

**“Change Request”** means a written request for a Contract Change which shall be substantially in the form of Part 1 (*Change Authorisation Note*);

**"Contract Change"** means any change to this Agreement other than an Operational Change;

**“Operator Change Manager”** means the person appointed to that position by the Operator from time to time and notified in writing to the Caterer or, if no person is notified, the Operator's Representative;

**“Impact Assessment”** means an assessment of a Change Request in accordance with Paragraph 5 (*Impact Assessment*);

**“Impact Assessment Estimate”** has the meaning given in Paragraph 4.3;

**"Operational Change"** means any change in the Caterer's operational procedures initiated by the Caterer which in all respects, when implemented:

- a) will not affect the Receivables and will not involve the Operator or the Grantor in paying any additional charges or other costs;

b) may change the way in which the Catering Services are delivered but will not adversely affect the output of the Catering Services or increase the risks in performing or receiving the Catering Services; and

c) will not require a change to this Agreement;

**"Receivables"** means the payments to be made under Schedule 3 (*Receivables and Payment*);

**"Receiving Party"** means the Party which receives a proposed Contract Change.

## 2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

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

2.2 The Parties shall deal with Contract Changes as follows:

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

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

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

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

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

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

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

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

2.4 The Caterer shall:

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

a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

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

### 3. COSTS

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

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

3.2.1 such costs are below £5,000 (five thousand pounds) in aggregate per Year;

3.2.2 the Caterer is able, acting reasonably, to undertake the Impact Assessment by using resources already deployed in the provision of the Catering Services; or

3.2.3 such costs exceed those in the accepted Impact Assessment Estimate.

3.3 Both parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or breach of the Agreement by the Caterer shall be paid for by the Caterer.

3.4 Any third party costs reasonably and properly incurred by the Caterer in relation to this Change Control Procedure in respect of a Change Request and/or Impact Assessment initiated by the Operator or by the Caterer at the Operator's request shall be paid for by the Operator in the event that the Operator rejects the Change Request and/or Impact Assessment in circumstances where the Caterer has complied with its obligations under this Paragraph 3.4, or otherwise withdraws the requirement for the Contract Change, provided that the Caterer has provided the Operator of an estimate of such costs in advance of proceeding to incur them.

### 4. CHANGE REQUEST

4.1 Either party may issue a Change Request to the other party at any time from (and including) the South Park Commencement Date and during the remainder of the Term. A Change Request shall be substantially in the form of Part 1 (*Change Request Form*).

4.2 If the Caterer issues the Change Request, then it shall also provide an Impact Assessment to the Operator as soon as is reasonably practicable but in any event within five (5) Business Days of the date of issuing the Change Request.

4.3 If the Operator issues the Change Request, then the Caterer shall provide as soon as reasonably practical and in any event within five (5) Business Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Operator within five (5) Business Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Operator.

4.4 If the Operator accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Caterer shall provide the completed Impact Assessment to the Operator as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate.

### 5. IMPACT ASSESSMENT

5.1 Each Impact Assessment shall be completed in good faith and shall include:

5.1.1 details of the proposed Contract Change including the reason for the Contract Change;

- 5.1.2 details of the impact of the proposed Contract Change on the Catering Services and the Caterer's ability to meet its other obligations under this Agreement;
  - 5.1.3 any variation to the terms of this Agreement that will be required as a result of that impact;
  - 5.1.4 details of the cost of implementing the proposed Contract Change;
  - 5.1.5 details of the ongoing costs required by the proposed Contract Change including its impact on the Receivables and any alteration to the working practices of either Party;
  - 5.1.6 a timetable for the implementation of the Contract Change; and
  - 5.1.7 such other information as the Operator may reasonably request in (or in response to) the Change Request.
- 5.2 Subject to the provisions of Paragraph 5.3, the Operator shall review the Impact Assessment and respond to the Caterer in accordance with Paragraph 6 (*Operator's Right of Approval*) within twenty (20) Business Days of receiving the Impact Assessment.
- 5.3 If the Operator is the Receiving Party and the Operator reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within ten (10) Business Days of receiving the Impact Assessment, it shall notify the Caterer of this fact and detail the further information that it requires. The Caterer shall then re-issue the relevant Impact Assessment to the Operator within five (5) Business Days of receiving such notification. At the Operator's discretion, the Parties may repeat the process described in this Paragraph 5.3 until the Operator is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

## 6. OPERATOR'S RIGHT OF APPROVAL

- 6.1 Within ten (10) Business Days of receiving the Impact Assessment from the Caterer or within five (5) Business Days of receiving the further information that it may request pursuant to Paragraph 5.3, the Operator shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
  - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Caterer of the rejection. The Operator shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Caterer or the Catering Services to comply with Changes in Law. If the Operator does reject a Contract Change, then it shall explain its reasons in writing to the Caterer as soon as is reasonably practicable following such rejection; or
  - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Caterer to modify the relevant document accordingly, in which event the Caterer shall make such modifications within three (3) Business Days of such request. Subject to Paragraph 5.3, on receiving the modified Change Request and/or Impact Assessment, the Operator shall approve or reject the proposed Contract Change within fifteen (15) Business Days.
- 6.2 If the Operator approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Caterer in accordance with Paragraph 7 (*Caterer's Right of Approval*), then it shall inform the Caterer and the Caterer shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Operator for its signature. Following receipt by the Operator of the Change Authorisation Note, it shall sign both copies and return one copy to the Caterer. On the Operator's signature the Change Authorisation Note shall constitute (or, where the

Operator has agreed to or required the implementation of a change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Agreement.

## 7. CATERER'S RIGHT OF APPROVAL

7.1 Following an Impact Assessment, if:

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

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

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

## 8. OPERATIONAL CHANGE PROCEDURE

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

8.1.1 have an impact on the business of the Operator, the Grantor, or any Primary User;

8.1.2 require a change to this Agreement;

8.1.3 have a direct impact on use of the Site; or

8.1.4 affect the Receivables or involve the Operator in paying any additional charges or other costs.

8.2 The Caterer may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Operator's Representative.

8.3 The RFOC shall include the following details:

8.3.1 the proposed Operational Change; and

8.3.2 the time-scale for completion of the Operational Change.

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

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

## 9. COMMUNICATIONS

9.1 For any Change Communication to be valid under this Schedule 5 (*Change Control Procedure*), it must be sent to either the Operator Change Manager or the Caterer Change Manager, as applicable. The provisions of Clause 39.4 (*Notices*) shall apply to a Change Communication as if it were a notice.



**PART 1**

**CHANGE REQUEST FORM**

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

**PART 2**

**CHANGE AUTHORISATION NOTE**

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 6**  
**RELATED AGREEMENTS**

See attached CD

**SCHEDULE 7**  
**MOBILISATION PLAN**



**SCHEDULE 8**

**PLANS**

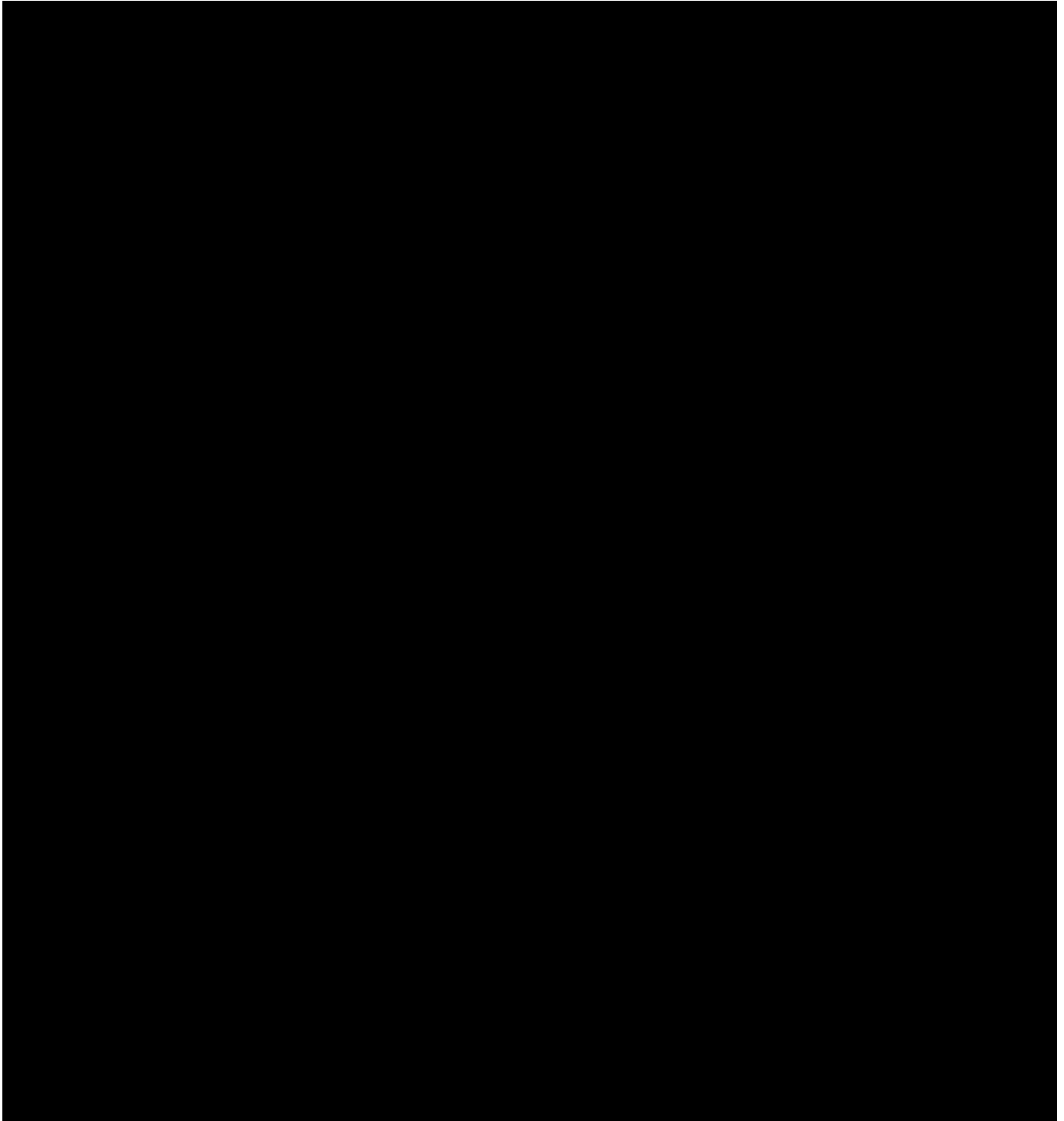
See attached CD

**SCHEDULE 9**

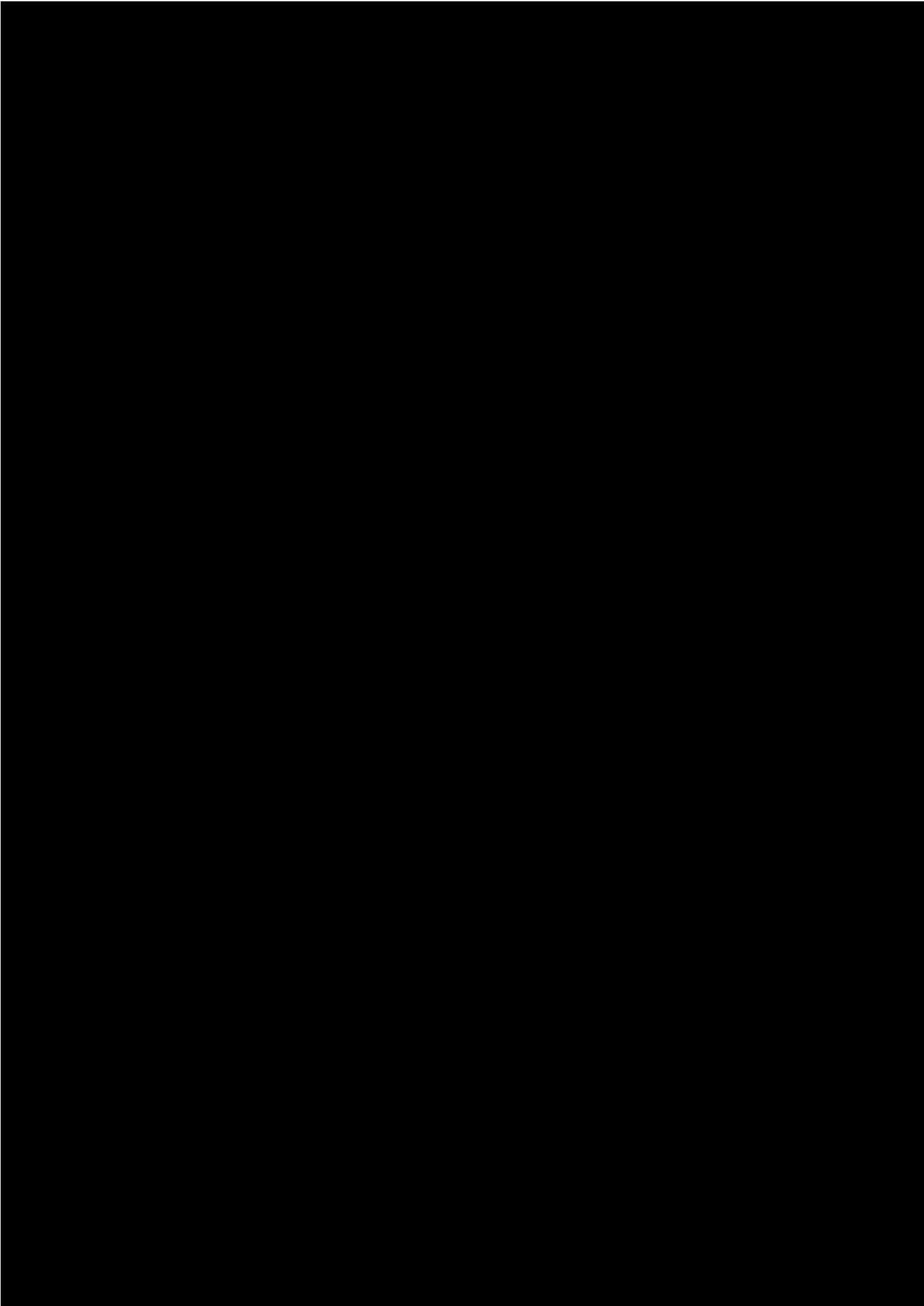
**FORM OF PERFORMANCE BOND**

London Stadium 185 Limited (company number 09359341)  
1 Park Row  
Leeds  
LS1 5AB

[Date]







**SCHEDULE 10**  
**FORM OF GUEST PATH SURVEY QUESTIONNAIRE**

## APPENDIX 1

### DEFINITIONS AND DRAFTING CONVENTIONS

1. In this Agreement:

<b>2017 PAC</b>	means the 2017 IPC World Paralympic Athletics Championships, which will be hosted at the Stadium in July 2017;
<b>2017 WAC</b>	means the 2017 IAAF World Athletics Championships, which will be hosted at the Stadium between 5th and 13th August 2017;
<b>Affiliate</b>	means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company and "holding company" and "subsidiary" shall each have the meaning given to it in Section 1159 of the Companies Act 2006 save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;
<b>Ambush Marketing</b>	means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Games, the BOA or "Team GB";
<b>Applicable Law</b>	means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time;
<b>Bribery Offence</b>	has the meaning given in Clause 28.1.1;
<b>Business Day</b>	means any day which is not a Saturday, a Sunday or a bank or public holiday in England;
<b>Caterer Insurances</b>	has the meaning given in Clause 18.1 ( <i>Insurance</i> );
<b>Caterer Related Party</b>	means: <ul style="list-style-type: none"> <li>(a) an officer, agent, contractor, employee or sub-contractor (of any tier) of the Caterer acting in the course of his office or employment or appointment (as appropriate); and</li> <li>(b) any invitee of (a) attending the Site,</li> </ul> but excluding in each case the Operator and any Operator Related Parties;

<b>Caterer's Representative</b>	has the meaning given in Clause 3.8;
<b>Catering Facilities</b>	means those areas of the Site dedicated for use by the Caterer for the preparation, storage, production and delivery of the Catering Services, including the cellars, fixed and mobile Kiosks, mobile concessions, portables and hawking, kitchens, store-rooms, dining-rooms, offices, boxes, lodges, and function rooms shown on the Operational Plan, plan LC201-STA-P00-A-DGA-1021 Rev. P07 Level 0, plan LC201-STA-P02-A-DGA-1023 Rev. P06 Level 2, plan LC201-STA-P01-A-DGA-1022 Rev. P07 Level 1 and plan LC201-STA-GND-A-DGA-1020 Rev. P02 Level LG Revised, to be used by the Caterer from time to time for the purpose of providing the Catering Services;
<b>Catering Services</b>	means all obligations of the Caterer in this Agreement, including the services as set out in Schedule 1 ( <i>Scope of Catering Services</i> );
<b>Change in Law</b>	means the coming into effect after the date of this Agreement of: <ul style="list-style-type: none"> <li>(a) legislation, other than any legislation which on the date of this Agreement has been published: <ul style="list-style-type: none"> <li>(i) in a draft Bill as part of a Government Departmental Consultation Paper;</li> <li>(ii) in a Bill;</li> <li>(iii) in a draft statutory instrument; or</li> <li>(iii) as a proposal in the Official Journal of the European Union;</li> </ul> </li> <li>(b) any guidance including requirements of relevant authorities as a consequence of heightened health and safety or security risks; or</li> <li>(c) any applicable judgment of a relevant court of law which changes a binding precedent;</li> </ul>
<b>Claim</b>	means a claim or other assertion of rights and/or liability made by a person against another, whether seeking statutory, contractual, tortious, common law or equitable remedies;

<b>Clean Stadium</b>	means the requirement that no part, property, fixture, fitting or equipment situated in the Stadium and no person working on the Stadium Island or South Park shall display, carry or incorporate any form of advertising, promotional material, branding, trade marks, logos, unofficial marks or features of any third parties save as required by Applicable Laws to the extent necessary for the Grantor or the Operator to comply with any Staging Agreement or other arrangements applicable to a Major Sporting Event or other Event (as the case may be);
<b>Community Plans</b>	means the current community plans of LLDC (Sport and Healthy Living Policy), London Borough of Newham (Active and Connected Plan), UKA and WHHL, which have been notified to the Caterer;
<b>Community Track</b>	means the community athletics track to the south of the Stadium Island and shown edged red on plan LL201-STA-GND-A-DSP-10002 Rev. P02 Stadium Island, and the clubhouse facilities shown edged orange on plan LC419-STA-GND-A-DGA-901-0217 Rev. P05 – Com Track in Schedule 8 (Plans);
<b>Comparable Clubs</b>	means the three leading association football clubs (as determined by the capacity of their home ground) with London as their registered home address which:  (a) play regular home league association football fixtures in the Premier League; and  (b) have a capacity at their home ground of more than forty thousand (40,000),  or as may otherwise be agreed between the Grantor and the Operator from time to time pursuant to the Operator Agreement;
<b>Completion Date</b>	means the date of completion of the Transformation Works;
<b>Concession Fees</b>	means the fees payable by the Caterer to the Operator pursuant to Paragraph 3 ( <i>Concession Fees</i> ) of Schedule 3 Part 1 ( <i>Payment</i> );
<b>Confidential Information</b>	means the provisions of this Agreement and/or all agreements, documents, manuals or handbooks referred to in the Agreement, all matters relating or connected to the operation of this Agreement and all information or data which is secret or otherwise not publicly available (in both cases either in its entirety or in part) which is disclosed to or otherwise comes into the Party's possession directly or indirectly as a result of this Agreement, including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, or Personal Data, in all cases whether disclosed orally or in writing before or after the date of this Agreement and whether marked confidential or not;
<b>Connected Stadium Application</b>	has the meaning given in Clause 11.1;
<b>Connected Stadium Requirements</b>	has the meaning given in the Operator Agreement;
<b>Contract Change</b>	has the meaning given in Schedule 5 ( <i>Change Control Procedure</i> );
<b>Dispute Resolution</b>	means the process of resolving disputes between the Parties as set


<b>Procedure</b>	out in Clause 40 ( <i>Dispute Resolution Procedure</i> );
<b>E20</b>	means E20 Stadium LLP, a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ;
<b>Effective Date</b>	means the date of signature of this Agreement;
<b>Equipment</b>	means any equipment required at the Catering Facilities by the Caterer for the performance of the Catering Services including any equipment to be provided as part of the fit out of the Catering Facilities;
<b>ER2015</b>	means the 2015 IRB Rugby World Cup, the organising body of which has signed an access agreement to host five of the games of the tournament at the Stadium;
<b>ER2015 Agreement</b>	means the venue hire agreement between England Rugby 2015 Limited (ER2015) (1) and E20 (2) for the staging of matches for the IRB Rugby World Cup 2015 and related rugby union test events in 2015, a redacted version of which is set out in Schedule 6 ( <i>Related Agreements</i> );
<b>ER2015 Event</b>	means each of the five games of the 2015 IRB Rugby World Cup tournament and each related rugby union test event in 2015 that, in each case, will be held at the Stadium under the ER2015 Agreement;
<b>Event</b>	means any event or activity (including a sporting event or match, concert, festival, entertainment or any event of a similar nature) that is held at the Stadium in the Stadium bowl;
<b>Event Calendar</b>	means the description of Events and Event Days inclusive of days for break up and break down determined by the Operator for each Stadium Event Year as may be reviewed and updated by the Operator from time to time;
<b>Event Day</b>	means any date upon which an Event is scheduled to or takes place, while this Agreement is in force;
<b>Event Organiser(s)</b>	means any person entitled to undertake an Event (or, where applicable, a Function), including but not limited to WHUFC, UKA and ER2015;
<b>Excluded Category</b>	has the meaning given in Paragraph 2 of Schedule 1 Part 1 ( <i>Scope of Catering Services</i> );

<b>Financial Year</b>	means each period of twelve (12) months throughout the Term commencing on 1 January and ending on 31 December;
<b>Force Majeure</b>	<p>means any event or circumstance outside the reasonable control of either Party affecting its ability to perform any of its obligations under this Agreement including, without limitation:</p> <ul style="list-style-type: none"> <li>(a) act of God;</li> <li>(b) fire, flood, or lightning;</li> <li>(c) casualty or epidemic;</li> <li>(d) explosion, radiation or chemical contamination;</li> <li>(e) lock out, strike or, industrial action of any kind, but excluding strikes of the affected party's own employees other than as part of a nationwide industrial dispute and Changes in Law;</li> <li>(f) riot, act of terrorism, any cause or event arising out of or attributable to war or civil commotion;</li> <li>(g) malicious mischief or theft, blockade or embargo;</li> <li>(h) protester action (unless as a result of or in connection with the Caterer's performance of this Agreement or breach of this Agreement by the Caterer);</li> </ul>

	<p>(i) presence of the Emergency Services on the Site, (unless as a result of or in connection with the action or inaction of a Party or breach of this Agreement or other default by a Party);</p> <p>(j) a decision of a public authority or following the occurrence or threat of a health and safety issue or a security risk, (unless as a result of or in connection with the action or inaction of a Party or breach of this Agreement by a Party); and</p> <p>(k) presence or actions of any statutory undertaker on the Site (to the extent that such presence or action does not otherwise constitute an Excusing Event);</p>
<b>Full Park Name</b>	means the full name of the Park, namely, the "Queen Elizabeth Olympic Park";
<b>Functions</b>	means all public and private activities held at the Site which do not constitute Events, including (but not limited to) conferences, meetings, exhibitions, industrial theatre, banquets and product launches;
<b>Gas and Extraction Works</b>	has the meaning given in Paragraph 2.8 of Schedule 3 Part 1 ( <i>Payment</i> );
<b>Good Industry Practice</b>	means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a skilled and experienced person engaged in the same type of undertaking at the Site as that of the Caterer under the same or similar circumstances;
<b>Governing Body</b>	means the national or international sporting body that approves the stadium use for sporting events;
<b>Grantor</b>	means E20 and LLDC together and where the context permits either of them;
<b>Group</b>	means in relation to the Caterer, the Caterer and any Affiliate of the Caterer;
<b>Hospitality Catering</b>	means the Catering Services provided to the hospitality areas of the Stadium including but not limited to suites, boxes, the boardroom, restaurants and lounges;
<b>IAAF</b>	means the International Amateur Athletics Federation, the Governing Body for athletics globally;
<b>Indexation</b>	means the adjustment of an amount or sum in accordance with Paragraph 8 of Schedule 3 Part 1 ( <i>Payment</i> ) and " <b>Index</b> " or " <b>Indexed</b> " shall be construed accordingly;
<b>Initial Stadium Event</b>	means the period from 19 July 2015 until 3 November 2015 during



<b>Period</b>	which the ER2015 and London Grand Prix Weekend take place;
<b>Initial Transformation Period</b>	means the period until 18 July 2015 during which the first phase of the Transformation Works takes place;
<b>Insolvency Event</b>	<p>in relation to the Caterer, any of the following:</p> <p>(a) becoming insolvent or unable to pay or admitting its inability to pay its debts when they become due, or is deemed unable to pay its debts within the meaning of any Applicable Law (without any requirement to prove a matter stated therein to a court);</p> <p>(b) any creditor of the Caterer becoming entitled to declare any debt due and payable prior to its stated maturity, or any mortgage, charge, lien or other security interest which may affect any of the assets of the relevant Party becoming enforceable;</p> <p>(c) having a receiver, manager or trustee appointed over, or any encumbrancer takes possession of, the whole or any part of its business or assets;</p> <p>(d) any meeting is convened for the purpose of considering a resolution for, or any application or petition is presented or any other step is taken for the purposes of: (i) making an administration order against it, (ii) the appointment of an administrator over it or (iii) the winding-up or dissolution of it (otherwise than in the course of a solvent reorganisation or restructuring previously approved in writing by the other Parties);</p> <p>(e) any steps are taken with a view to proposing or entering into any composition, compromise, voluntary arrangement, scheme of arrangement or any analogous procedure involving the Caterer and its creditors or any class of them;</p> <p>(f) it suspending or ceasing to or threatening to suspend or cease to carry on business or any material part of its business or materially alters the nature of its business as conducted at the date of this Agreement;</p> <p>(g) it claims the benefit of any statutory moratorium; or</p> <p>(h) an event occurring which is analogous to any of the foregoing events anywhere in the world;</p>
<b>Intellectual Property Rights</b>	means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world;
<b>IPC</b>	means the International Paralympic Committee;

<b>IRB</b>	means the International Rugby Board;
<b>Key Performance Indicator(s) or KPI(s)</b>	means the key performance indicators in respect of the Caterer's performance of the Catering Services, as set out in Schedule 4 ( <i>Key Performance Indicators</i> );
<b>Kiosk(s)</b>	means, as at the Effective Date, the four (4) catering kiosks which are located in the South Park and which are the subject of the Ancillary Rights (as defined in the Operator Agreement), as more specifically described at paragraph 3.4(c) of schedule 1 (Opportunity Parameters) of the Operator Agreement;
<b>KPI Failure</b>	means failure to achieve a KPI as set out in Schedule 4 ( <i>Key Performance Indicators</i> );
<b>KPI Targets</b>	means the KPI targets as set out in Schedule 4 ( <i>Key Performance Indicators</i> );
<b>Licences</b>	means the premises licence for the Site issued under the Licensing Act 2003 or other premises licences for the Site and all and any other licences, permits, certificates and consents in connection with, or ancillary to, the Services (as defined in the Operator Agreement) generally carried out at the Site (excluding licences, permits, certificates and consents which are specific to the Catering Services and which would ordinarily be procured by a catering services provider) for the maximum hours allowed by law;
<b>LLDC</b>	means London Legacy Development Corporation whose principal office is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ;
<b>Located In Mark</b>	<p>means the following trade mark/logo:</p> 
<b>London Grand Prix 2015</b>	means the 2015 London athletics meeting organised by UKA that is currently part of the Diamond League;
<b>London Grand Prix Weekend</b>	means the two days for the London Grand Prix and any additional days included in the schedule as a result of the economic and operational integration of IPC events into the Diamond League that is to be staged as part of the London Grand Prix;
<b>London Living Wage</b>	means the minimum hourly wage figure set annually by the Greater London Authority and calculated according to the basic cost of living in London, including any increases, including each annual uplift;
<b>Major Sporting Event</b>	

<b>Marketing Rights</b>	has the meaning given to it in the Operator Agreement;
<b>Minimum Fees</b>	has the meaning given in Schedule 3 Part 1 ( <i>Payment</i> );
<b>Necessary Consents</b>	means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Caterer's obligations under this Agreement, whether required in order to comply with all Applicable Laws or as a result of the rights of any third party, excluding any Licences;
<b>New Caterer</b>	means the Grantor, the Operator or a person engaged by either or both of them to provide some or all of the Catering Services after the termination of this Agreement;
<b>New Operator</b>	means the Grantor or a person engaged by either or both of them to provide some or all of the services under the Operator Agreement after the termination of the Operator Agreement;
<b>Non-Event Day</b>	means any day other than an Event Day;
<b>Normal Working Hours</b>	means 07.00 to 19.00 on a relevant day;
<b>Office Facilities</b>	means reasonable office facilities comprising office space, access to telephone, and other utilities, general office low volume printing and stationery and reasonable IT support;
<b>Operational Plan</b>	means the operational plan set out in Schedule 8 ( <i>Plans</i> );
<b>Operations Manual</b>	has the meaning given to it in the Operator Agreement;
<b>Operator Agreement</b>	means the operator agreement dated on or around the date hereof between the Operator and the Grantor, a redacted version of which is set out in Schedule 6 ( <i>Related Agreements</i> );
<b>Operator Insurances</b>	has the meaning given in Clause 18.2;
<b>Operator Related Party</b>	means:  (a) an officer, agent, contractor, employee or sub-contractor (of any tier) of the Operator acting in the course of his office or employment or appointment (as appropriate); and  (b) any invitee of (a) attending the Site,  but excluding in each case the Caterer and any Caterer Related Parties;
<b>Operator's Representative</b>	has the meaning given in Clause 3.6;
<b>PAC</b>	means Paralympic Athletic Committee;
<b>Party</b>	means a party to this Agreement;
<b>Personnel</b>	means all employees and contractors of the Caterer or any of its subcontractors who are or have been engaged in the provision of

	the Catering Services;
<b>Performance Bond</b>	has the meaning given in Clause 22.1;
<b>Personal Data</b>	means personal data and sensitive personal data as defined by the Data Protection Act 1998 processed by the Caterer or the Operator (as the case may be) in the context of the performance of the Operator's obligations or the Catering Services, pursuant to this Agreement;
<b>Policies</b>	means the Operator's policies as notified to the Caterer from time to time;
<b>Pouring Rights</b>	means the right to appoint one or more third parties to sell alcoholic and non-alcoholic beverages to the operators of the catering outlets at the Site to meet demands for such alcoholic and non-alcoholic beverages at Events and grant related sponsorship rights but does not include the actual sales of alcoholic and non-alcoholic beverages;
<b>Premier League</b>	means the organising body of the top division of the English association football from time to time, currently known as the "Barclays Premier League";
<b>Primary Usage Agreement</b>	means any agreement between the Grantor and a Primary User that offers the latter the right to use of the Stadium and its associated areas on a long-term basis for the purposes of hosting events at the Stadium including: <ul style="list-style-type: none"> <li>(a) the WH Agreement;</li> <li>(b) the UKA Agreement;</li> <li>(c) the ER2015 Agreement; and</li> <li>(d) the agreement contemplated to be entered by the Grantor in relation to the 2017 WAC and 2017 PAC;</li> </ul>
<b>Primary User Mark(s)</b>	means the worldwide trade marks and logos of each of the Primary Users (whether registered or unregistered), as may be added to, amended or updated by the respective Primary Users from time to time;
<b>Primary User(s)</b>	means any third party which has a Primary Usage Agreement, including: <ul style="list-style-type: none"> <li>(a) WHUFC and WHHL;</li> <li>(b) UKA;</li> <li>(c) ER2015; and</li> <li>(d) in respect of the 2017 WAC and 2017 PAC, UKA;</li> </ul>
<b>Protected Marks</b>	means any trade mark, trade names, logos or other intellectual property of any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (being the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos

	of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended replaced or substituted in the future) or by any other legislation enacted (whether as now in force or as enacted amended replaced or substituted in the future) in relation to the Games; and "Games Body" means each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British Paralympic Association, any organising committee of an Olympic Games and "Games" means the London 2012 Olympic and Paralympic Games;
<b>QEOP / the Park</b>	(Also known as the "Queen Elizabeth Olympic Park") means the area under management by the Contracting Authority which is within East London and is bounded by Hackney Marshes in the north, the A11 Bow Road in the south, the A13 to the west, and Stratford town centre and Newham to the east;
<b>Quality Plan</b>	has the meaning given in the Operator Agreement;
<b>Refreshments</b>	means cold and hot food and beverages;
<b>Related Agreements</b>	means the redacted Operator Agreement, the Primary Usage Agreements and the Underleases which are set out in Schedule 6 ( <i>Related Agreements</i> );
<b>Secured Contents</b>	means the West Ham Events, UKA Events and each ER2015 Event (excluding the Barbarians test event) which is scheduled in the Event Calendar;
<b>Service Credit</b>	has the meaning given in Schedule 4 ( <i>Key Performance Indicators</i> );
<b>Services Matrix</b>	means the matrix identifying the party responsible for carrying out each element of the Services (as defined in the Operator Agreement), as set out in Schedule 1 Part 2 ( <i>Services Matrix</i> );
<b>Site</b>	means the Stadium, the Stadium Island, the Community Track and South Park;
<b>South Park</b>	means those areas of the Park shown on the Operational Plan set out at Schedule 8 ( <i>Plans</i> ) but excluding the Stadium Island and Community Track (which is shown shaded blue) on that Operational Plan;
<b>South Park Commencement Date</b>	means 4 April 2015;
<b>Stadium</b>	means the stadium and associated facilities located within the Stadium Island site and shown edged red on plan LL201-STAGND-A-DSP-10002 Rev. PO2 Stadium Island annexed in Schedule 8 ( <i>Plans</i> ) excepting that part of the stadium to be demised to WHHL pursuant to the WHHL Leases (as defined in the Operator Agreement);
<b>Stadium Event Year</b>	means each period commencing with the Stadium Opening Date and ending on 31 July 2016 and thereafter commencing on 1

	August (or 2 August in the event that 1 August falls on a Sunday) in one year and ending on 31 July in the following year (or 1 August in the event that 1 August the previous year falls on a Sunday) or in the last year of this Agreement, the expiry date;
<b>Stadium Island</b>	means the geographical area demised by the Stadium Island Lease that provides the immediate surround to the Stadium, including the bridges that abut Stadium Island to the remainder of the QEOP, including the Stadium but excluding the Community Track, and shown outlined red on plan LC201-5TA-GND-A-DSP-10003 rev.PO2 in Schedule 8 ( <i>Plans</i> );
<b>Stadium Opening Date</b>	means the day next after the Completion Date;
<b>Staging Agreement</b>	means an agreement entered into by the Grantor and an international Governing Body in relation to the hosting of a Major Sporting Event at the Stadium and/or South Park;
<b>Term</b>	means the period of time the Agreement is in force as set out in Clause 2 ( <i>Commencement and Duration</i> );
<b>Termination Date</b>	means the date on which this Agreement terminates in accordance with its terms;
<b>Transfer Date</b>	means the relevant date or dates on which a relevant transfer for the purposes of the Regulations takes effect;
<b>Transformation Period</b>	means the period from and including the date of this Agreement and ending on the Completion Date, encompassing three phases (including the Initial Transformation Period);
<b>Transformation Works</b>	means the works to the Stadium to be carried out during the Transformation Period;
<b>Underleases</b>	means the underleases relating to the Community Track and Stadium Island, the agreed forms of which are set out in schedule 22 (Underleases) of the Operator Agreement;
<b>UKA</b>	means UK Athletics Limited;
<b>UKA Agreement</b>	means the agreement dated 17 May 2013 between the Grantor and UKA, a redacted version of which is set out in Schedule 6 ( <i>Related Agreements</i> );
<b>UKA Event</b>	means any event (including any athletics meeting) held at the Site by UKA under the UKA Agreement, including the 2017 WAC and the 2017 PAC;
<b>West Ham</b>	means West Ham United Football Club Limited and/or WHHL;
<b>West Ham Event</b>	means any event (including any football match) held at the Site by WHHL or WHUFC under the WH Agreement;
<b>WH Agreement</b>	means the agreement dated 22 March 2013 between (1) E20 (2) WHHL and (3) WHUFC, a redacted version of which is set out at Schedule 6 ( <i>Related Agreements</i> );
<b>WHHL</b>	means West Ham Holdings Limited;

<b>WHUFC or West Ham United Football Club Limited</b>	means West Ham United Football Club, the professional football club that is a wholly-owned subsidiary of WHHL and that has (along with WHHL) signed a Concession Agreement with the Grantor to host its home matches at the Stadium from August 2016;
<b>Workplace</b>	means London Borough of Newham employment programmes including those that develop appropriate training to prepare residents for job opportunities as described in further detail at <a href="http://www.newhamworkplace.co.uk">www.newhamworkplace.co.uk</a> ; and
<b>Year</b>	means, during the Term, a period of twelve months commencing on the Effective Date and on each successive anniversary of the Effective Date and ending on the day before each successive anniversary of the Effective Date or the Termination Date, whichever is earlier.

## 2. Drafting Conventions

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