

**EBBSFLEET INTERNATIONAL STATION**  
**ANNEXES TO HS1 STATION ACCESS CONDITIONS**  
**(Edition Date: June 2010)**

**ANNEX 1: COMMON STATION AMENITIES AND SERVICES**

**COMMON STATION SERVICES AND COMMON STATION AMENITIES  
DETAIL OF PROVISION WITHIN EACH ZONE AS AT FEBRUARY 2010**

<b>Para</b>		<b>Common Zone</b>	<b>Domestic Southbound Zone</b>	<b>International Zone</b>
<b>1.0</b>	<b>Common Station Amenities for all Users</b>			
1.1	All access roads, forecourts, concourses, platforms, subways, lifts, escalators and other parts of the Station necessary or expedient to enable access to and egress from the Station and the amenities and the use of the Station and amenities listed in paragraphs 1.2, 1.3 and 1.6;	<b>Y</b>	<b>Y</b>	<b>Y</b>
1.2	staff amenities (as such amenities are detailed on the Plan) consisting of train crew and station staff messing accommodation for the non-exclusive use (including incidental use) of each User's staff and the staff of its agents and Associates and any person engaged by a User or any of its Associates;	<b>Y</b>	<b>Y</b>	
1.3	first aid amenities available for all Users of the Station (where set out and to the standard set out in the safety management system relating to the Station);	<b>Y</b>		
1.4	fire detection, fire alarm, fire prevention and fire fighting equipment and other safety equipment in accordance with statutory obligations as may be necessary for the safe operation of the Station;	<b>Y</b>	<b>Y</b>	<b>Y</b>
1.5	machinery and equipment necessary for the proper use of the amenities set out in paragraphs 1.1 to 1.3 (inclusive) subject to any restrictions which the Station Facility Owner may reasonably consider appropriate and as have been notified to each User, having regard to the nature or condition of such machinery;	<b>Y</b>	<b>Y</b>	<b>Y</b>

<b>2.0</b>	<b>Common Station Amenities for Passenger Operators</b>			
2.1	All access roads, forecourts, concourses, platforms, subways and other parts of the Station necessary or expedient to enable access to, egress from and the use of the amenities listed in paragraphs 2.2 to 2.6 (inclusive), 2.10, and 2.12 to 2.16 (inclusive);	<b>Y</b>	<b>Y</b>	<b>Y</b>
2.2	public toilets (and disabled public toilets) as indicated on the Plan all of which shall be available and open for public use during the times shown in paragraph 5 of this Annex;	<b>Y</b>	<b>Y</b>	<b>Y</b>
2.3	lost property amenities available and open to the public during the times shown in paragraph 5 of this Annex;	<b>Y</b>		
2.4	set down and pick up facilities for meeting and greeting purposes (available free of charge), short stay and long stay car parking amenities (not available free of charge) and a taxi pick up and set down area for use by railway passengers as indicated on the Plan;	<b>Y</b>		
2.5	display points to advertise alterations to scheduled departure times for each Passenger Operator from the Station with reasonable and equal prominence with the notices of the Station Facility Owner and other Passenger Operators;	<b>Y</b>	<b>Y</b>	
2.6	directional signing with reasonable prominence to facilitate railway passenger movement and emergency exit;	<b>Y</b>	<b>Y</b>	<b>Y</b>
2.7	operational electronic passenger information systems, on the concourses and platforms, as detailed on the Plan (CIS);	<b>Y</b>	<b>Y</b>	<b>Y</b>
2.8	a public address system which is clearly audible throughout the public areas of the Station;	<b>Y</b>	<b>Y</b>	<b>Y</b>
2.9	a reasonable number of passenger self-help trolleys with corralls located at suitable points around the Station;	<b>Y</b>	<b>Y</b>	<b>Y</b>

2.10	operational and accurate public clocks in positions of reasonable prominence on the concourses, and on platforms;	Y	Y	Y
2.11	a reasonable number of wheelchairs, other suitable transport and ramps for customer with impaired mobility to allow safe wheelchair access to and egress from trains;	Y	Y	
2.12	areas as designated from time to time by the Station Facility Owner for bus set down/pick up;	Y		
2.13	a customer service office which shall be available and open for public use during the times shown in paragraph 5 of this Annex.	Y		
<b>3.0</b>	<b>Common Station Services for all Users</b>			
3.1	Cleaning of the Station in accordance with the specification set out in Appendix 1 to this Annex 1;	Y	Y	
3.2	Heating, ventilating and cooling of those parts of the Station listed in paragraphs 1.2, 2.2, 2.3 and 2.12 of this Annex 1 to such temperatures as may be reasonable and the provision of adequate quantities of hot, cold and drinking water (as appropriate) to the Common Station Amenities as listed in 1.2;	Y	Y	Y
3.3	Proper lighting of the Station;	Y	Y	Y
3.4	Policing as required by law;	Y	Y	Y
3.5	Such security measures as the Station Facility Owner reasonably considers necessary;	Y	Y	
3.6	Prompt display of the notices provided by a User	Y	Y	

3.7	Pest and environmental control necessary or required for the operation of the Station.	Y	Y	Y
<b>4.0</b>	<b>Common Station Services for Passenger Operators</b>			
4.1	Procure the timely display of unbranded A-Z format Great Britain timetable departure information, (updated to reflect changes to timetabled services subject to receipt of up to date timetable information) which show with equal prominence the times and all calling points (except as agreed with the relevant Passenger Operator), train branding, catering symbols, train service names and first class facilities (as described in the Great Britain timetable of passenger railway services published or procured to be published to the public.	Y	Y	
4.2	Display of emergency or temporary timetables and notices of engineering works;	Y	Y	Y
4.3	The provision of sufficient numbers of competent and appropriately trained staff, who shall wear full uniform maintained in good condition, including a name badge, to provide a high level of customer services, taxi management and assistance to each Passenger Operator's passengers (including any who are disabled), including customer & mobility assistance in relation to boarding and alighting from trains, and handling of luggage; and providing relevant Passenger Operator of details of Station reception arrangements for disabled customers.	Y	Y	
4.4	Provision to the relevant Passenger Operator of details of Station reception arrangements provided by the Station Facility Owner for disabled customers who have reserved journeys via the disabled persons reporting system on the Station "help-page" of the computer reservation system maintained by the relevant Passenger Operator, and updating of this information as necessary and appropriate to each Passenger Operator;	Y	Y	
4.5	Customer help points;		Y	Y

4.6	<p>Display and announcement<sup>Δ</sup> (with equal prominence of every Passenger Operator and its Associates), via such Passenger Information Systems as appropriate , of such up-to-date and comprehensible information relating to the passenger services as the Station Facility Owner is reasonably capable of displaying or announcing;</p> <p><sup>Δ</sup> Announcements will not be made by the Station Facility Owner in the International Zone</p>	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.7	Display at the Station of informational signing indicating the location and opening hours of the ticket offices, which will be unbranded for UK travel;	<b>Y</b>		
4.8	Communication to passengers of such up-to-date train running information as is available to the Station Facility Owner and as relates to, or is likely to relate to, or be relevant in relation to, all railway passenger services operated by Passenger Operators;	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.9	Liaison with the relevant authorities to ensure as far as reasonably practical that access to the Station is signposted from all the main access routes for both motorists and pedestrians, and that all signs are clean and unambiguous;	<b>Y</b>		
4.10	The provision of appropriate written messages and announcements when there is a failure of the amenities referred to in paragraphs 2.1 and 4.5 of this Annex 1;	<b>Y</b>	<b>Y</b>	
4.11	Management of the arrival/departure of road services substituted for rail services for whatever cause;	<b>Y</b>	<b>Y</b>	
4.13	Provision of an emergency and disruption preparedness plan in consultation with all Passenger Operators;	<b>Y</b>		<b>Y</b>
4.14	Provision of arrangements promptly to follow up reports of lost property. Details of how to trace lost property to be always available whilst the Station is staffed and assistance in tracing lost property through the Station Facility Owner and Passenger Operator's lost property procedures to be	<b>Y</b>	<b>Y</b>	

	given whenever reasonably practical;			
4.15	Prompt forwarding to the relevant Passenger Operator's representative as notified to the Station Facility Owner, of any customer's letter or verbal complaints received relating to the passenger services of that Passenger Operator within 3 Business Days of receipt;	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.16	Provision of a briefing system for Station staff, which all staff on the Station regularly attend and which include:	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.16.1	Briefing on the requirements of this Annex 1 and Appendix 1 to this Annex 1	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.16.2	Prompt circulation to staff of each Passenger Operator's staff newsletter, or other briefing material supplied by Passenger Operators;	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.16.3	Opportunity for personal briefing, on up to four occasion per year, by each Passenger Operator who shall be invited to join Station Facility Owner briefing meetings;	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.17	Organisation of regular contract review meetings between the Passenger Operator's and Station Facility Owner's representatives on a three monthly basis (or at such a frequency agreed between the Passenger Operators and the Station Facility Owner) and thereafter prompt provision of formal minutes of the Contract Review Meeting to the relevant Passenger Operators. Agenda items to this meeting to be proposed 2 weeks before the meeting by the Station Facility Owner or any relevant Passenger Operators;	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.18	Provision of and access to view the following at reasonable times upon reasonable notice:	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.18.1	The Safety Policy for the Station;	<b>Y</b>	<b>Y</b>	<b>Y</b>
4.18.2	Relevant information from the Station Facility Owner's Safety Authorisation or (where applicable) the Safety Authorisation of	<b>Y</b>	<b>Y</b>	<b>Y</b>

		the Station Operator including in either case Risk Assessments for Station activities;			
	4.18.3	The Station evacuation arrangements;	Y	Y	Y
	4.18.4	Records of all staff and public accidents at the Station and to accident investigation reports;	Y	Y	Y
	4.18.5	Three-monthly health and safety planned inspection report of the Station;	Y	Y	Y
	4.18.6	Self/external safety audit reports of the Station;	Y	Y	Y
	4.18.7	Station Operations Manual	Y	Y	Y
	4.18.8	Maintenance manuals and records	Y	Y	Y
	4.18.9	The building management system	Y	Y	Y
4.19	Additional Customer Services as specified in Appendix 1 to this Annex 1		Y	Y	
4.20	In providing the Common Station Services set out in this Annex 1, the Station Facility Owner shall procure that all the requirements of the specification set out in Appendix 1 to Annex 1 are complied with where applicable, and that all staff employed on the Station are appropriately trained and competent to provide the specified services;		Y	Y	
4.21	Trolley management in accordance with Station Operations Manual;		Y	Y	Y
4.22	GSM-R radio and handsets for Users;		Y	Y	Y
4.23	CCTV equipment;		Y	Y	Y
4.24	Taxi management;		Y	Y	
4.25	Station data network.		Y	Y	Y

5. **Opening Hours**

The Station shall be open for the use of staff of Users and their Associates (other than passengers) for the following hours:

Mondays to Saturdays	24 hours
Sundays	24 hours

and to the public for the following hours:

Mondays to Fridays	04:30 to 23:15
Saturdays	05:30 to 23:15
Sundays	07:00 to 23:15

Except for Christmas Day and Boxing Day on which days the Station will be closed

provided that the following amenities shall be open only for the period indicated below:

Public Toilets:	At times when the Station is open to the public
Customer Service and Lost Property Offices:	At times when the Station is open to the public
Electronic Passenger Information Systems and Public Address Systems:	At times when the Station is open to the public

6. **Station:**

Station Name: Ebbsfleet International Station

Address: InternationalWay  
Ebbsfleet Valley  
Dartford  
DA10

The Station shown on the Plan includes the boundary walls, fences and gates belonging to the Station.

7. **Default Interest Rate**

7.1 2 per cent. above the base lending rates published from time to time by HSBC Bank plc during any relevant period.

8. **Core Facilities**

8.1 Those spaces for the parking of motor vehicles by employees of a User which are necessary in order to facilitate the safe and/or efficient operation of trains to and from the Station by the relevant User;

- 8.2 Those offices and storage spaces which are necessary for use by a User in order to facilitate the safe and/or efficient operation of trains to and from the Station by the relevant User;
- 8.3 Those ticket sales and passenger information facilities which are necessary to obtain tickets for and information about the train services provided to or from the Station by a User; and
- 8.4 The messrooms, cloakrooms and staff toilets used by employees of a User.

9. **Location of Station Register**

To be advised six months after the Conditions Efficacy Date.

## APPENDIX 1 TO ANNEX 1

### Specifications for Common Station Services

#### PART 1

#### Cleaning Specification

##### 1.0 General

- 1.1 The cleaning frequencies are listed in the table B of this Appendix 1 to Annex 1. These frequencies provide the Station Facility Owner's requirement for the extent of station cleaning. [However, this may be amended in agreement with the *Service Manager* and the *Employer*].
- 1.2 The cleaning frequencies detail the periodic and systematic cleaning routines necessary to maintain clean and hygienic conditions in all areas of the Station, so as to ensure that the standards of hygiene comply with current legislation and meet the SFO's objectives.
- 1.3 It would be impractical to list all items and fixtures that are included in the schedules and it should, therefore, be followed as a standard for the cleaning of non-listed items, fixtures and surfaces, where practicable.
- 1.4 The Cleaning Contractor (Contractor) shall ensure that all his staff adopt a responsible approach to the maintenance of standards, including the collection of litter and the cleaning of spillage as and when they occur.
- 1.5 The Contractor shall keep a high standard of cleanliness throughout the Station ensuring proper performance of the Contract in accordance with his approved method statement.
- 1.6 The Contractor must give due considerations to the following specific points in relation to providing the Service:
  - (A) The general aim is to have all areas required for use by the general public in a clean and tidy state before the public have access
  - (B) There must be an effective litter picking cover operation throughout the entire time that the general public have access to the facilities
  - (C) Litter bins, both external and internal, at the facilities must be checked regularly and emptied daily or sooner if they are two thirds full
  - (D) The choice of frequency of cleaning operations must reflect the nature of the room's area or equipment, its use by the general public and the specific characteristics of the cleaning operation itself.
- 1.7 Proper consideration shall be made of all health and safety legislation in the planning and carrying out of the service. This should include, but not be limited to, the safety of staff employed by the Contractor, as well as Subcontractors, on the Station, the general public, the wearing of suitable personal protective equipment (PPE), selection, use and storage of materials and equipment, instructions and training of staff and the controlling of access to slippery floors.

- 1.8 The Contractor shall ensure that cleaning equipment, cleaning materials and PPE are stored in the locations as directed by the [*Service Manager*.]
- 1.9 The Contractor shall demonstrate to the [*Service Manager*] an effective level of staff supervision.
- 1.10 The Contractor's monitoring system for providing the Service shall be continually in operation and available to the [*Service Manager*] when requested.

## **2.0 Standards**

- 2.1 In Providing the Service, the Contractor shall ensure compliance with all relevant sections of current legislation and any future enactments applicable, including, but not limited to, the following:-
  - (A) Office Shops & Railway Premises Act 1963
  - (B) Environmental Protection Act 1990
  - (C) The Food and Environment Protection Act 1985
  - (D) Pesticides Act 1989
  - (E) The Health and Safety at Work Act 1974
  - (F) The Health and Safety (Safety Signs and Signals) Regulations 1996
  - (G) Control of Substances Hazardous to Health Regulations 2002.

## **3.0 Contractor's Plan**

- 3.1 The Contractor shall submit to the [*Service Manager*] for acceptance a programme to provide the Service. The following restrictions shall be taken account in the programme:
  - 3.1.1 The Contractor shall provide an effective presence during all times that the Station is open to the public.
  - 3.1.2 The Contractor is responsible for toilet cleaning and tidy-up cleaning in the public areas when customers are in the Station. Other activities which form part of the service will include, but are not limited to:
    - (A) Litter picking at the front of the station;
    - (B) Cleaning of the external smoking areas;
    - (C) Emptying of bins;
    - (D) Any other cleaning tasks identified by the Employer.
  - 3.1.3 The Contractor shall undertake deep cleaning duties when the Station is closed to the public or during quiet periods in the Station as advised by the [*Service Manager*.]

## **4.0 Waste Collection**

- 4.1 The Contractor shall collect waste deposited outside the retail units at a frequency stated in [*Schedule D.7, Cleaning Schedule of the Service Information*.]
- 4.2 The Contractor shall ensure that

- (A) Any spillages which may occur during the transportation of waste are cleaned and the floor finish made good.
  - (B) The flooring is protected from wheel damage during the operations.
  - (C) The public are protected from the collection operation.
- 4.3 The Contractor shall deliver all waste to the waste station on the Station. [The disposal of the waste from the waste station is the responsibility of Others.]
- 4.4 The Contractor shall inform the [*Service Manager*] when he considers that the volume of any waste collected from the retail units and deposited at the waste station on the Station will exceed the capacity of the storage containers provided by Others in the waste station.
- 4.5 The burning of waste or other materials by the Contractor will not be permitted under any circumstances.
- 5.0 Cleaning Output**
- 5.1 The service shall be carried out to the satisfaction of the [*Service Manager*]
- 5.2 The Contractor shall ensure that cleaning does not cause any deterioration of fabrics or surfaces. The Contractor shall refer to [Schedules D.3.2 and D.3.3] to ensure the correct cleaning methods are used to provide the Service.
- 5.3 The Contractor shall ensure that any debris left on floors and surrounds as a consequence of providing the Service is removed.
- 5.4 The Contractor shall take all reasonable steps to ensure that in providing the Service slippery floor conditions are prevented.
- 5.5 The Contractor shall ensure that no soiling of skirting boards, bottoms of doors and furniture etc, shall take place during treatment of floors.
- 5.6 The Contractor shall maintain the floors in a condition satisfactory to the SFO in that the floor surfaces shall be free from excessive marking and present a good appearance.
- 5.7 All hard surfaces shall be free of litter, debris, detritus, animal fouling, accidental debris, sharps and other deposits.
- 5.8 Cookers, ovens and hot plates shall be clean and free from stains, marks and spillages on both the outside and inside. Outer surfaces shall have a high sheen.
- 5.9 Upholstered furniture shall be clean and free from all stains, marks and spillages. The fabric shall be restored to as near its original conditions as is practically possible.
- 5.10 Light fittings shall be free from all dirt, stains and marks and in a clean dry condition.
- 5.11 Entrance mats and mat wells shall be free from all visible dust, dirt, stains, marks and spillages.
- 5.12 All floor surfaces fitted with carpets, loose carpets, mats, rugs etc, shall after vacuuming, spot shampooing, be free from all visible dust, dirt, stains, marks and spillages.

- 5.13 All floor surfaces shall be free from visible dust, dirt, stains, marks and spillages and in a dry clean condition. After the application of floor polish/sealant, all floor surfaces shall have a high sheen without creating slippery conditions. Excessive build-ups of material must be avoided.
- 5.14 All areas of the Station shall be litter free.
- 5.15 All brushes, cloths, mops and cleaning equipment generally shall be clean, odour free and in good workable condition.

**TABLE B:  
EBBSFLEET CLEANING FREQUENCY SCHEDULE**

**1.0 Ebbsfleet International - External Station Environs**

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
1.1	Ground	Remove/pick up all litter, sweep areas and remove chewing gum.			√			
		Remove litter& rubbish. Spot mop soiling and stains.	√					
		Hose area as required				√		
		Wash all external doorways			√			
		Remove chewing gum		√				
		Clean & deodorise drains				√		
1.2	Walls / Edges & Doors	Surfaces brushed / wipe down. Graffiti removed. Stickers and fly posters removed (Note: No higher than it is possible to reach safely).		√				
1.3	Handrails, Railings & Gates	Remove any stickers, chewing gum etc. Damp dust / damp wipe			√			
1.4	Base of Railings etc.	Sweep clean. Remove all litter and accumulated dirt.			√			
1.5	Passenger self help trolley bays	Clean & polish dry stainless steel and metalwork frame.				√		
1.6	Windows, glass panels and doors	Spot clean glass	√					
1.7		Clean glass. Remove graffiti.			√			
1.8	Signs	Damp dust / damp wipe surfaces. Remove graffiti, stickers and fly posters.			√			
1.9	Bollards	Damp dust / damp wipe to remove marks, smear & dirt. Remove chewing gum		√				
1.10	Roadways	Remove litter & rubbish deck scrub or machine scrub to remove soiling & debris. Remove chewing gum.			√			

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
1.11	Glazing – low level (excluding the roof)	All glazing that forms the structure of the new extension. Spot clean glass.		√				
1.12		Clean glass and remove any graffiti			√			

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

## 2.0 Ebbsfleet International - Platforms, Concourse and Public Areas

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
2.1	Floor	Remove all litter, machine scrub & dry. Removing pigeon excrement and chewing gum			√			
		Remove/pick up litter, rubbish etc.	√					
		Remove chewing gum		√				
2.2	Walls	Remove graffiti, posters, sticker etc. Spot wipe / spot clean	√					
		Dust walls. High dust areas			√			
2.3	Glass panels	Clean glass panels and emergency escape gates			√			
2.4	Signs	Damp clean / damp wipe surfaces. Graffiti removed. Stickers and fly posters removed.		√				
2.5	Walls-to include ledges, pillars & bases	Remove stickers, posters, graffiti. Remove chewing gum. Dust walls			√			
		Bases to be damp mopped.				√		
		High dust			√			

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
2.6	Passenger self help trolley bays	Clean and polish dry stainless steel and metalwork frame.			√			
2.7	Fire Extinguisher / Emergency Equip. Cases	Remove rubbish/litter. Damp dust / damp clean equipment and cases			√			
2.8	Pigeon Excrement	Damp mop	√			√		
		Machine scrub & dry			√			
2.9	Heavy cleaning	Machine scrub and dry. Hose area (if appropriate). High dust, remove chewing gum. Remove graffiti. Clean & polish dry stainless steel. Clean glass						√

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

### 3.0 Ebbsfleet International - Public Toilets (Male, Female & Disabled)

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
3.1	Floor	Remove litter, rubbish etc.	√					
		Clean entire area removing dirt, stains, chewing gum etc.			√			
3.2	Ledges	Litter, rubbish etc. removed	√					
		Damp dust / damp wipe surfaces so free of dirt. Remove graffiti and stickers etc.			√			
3.3	Mirrors	Clean glass so free of marks, smears etc.		√	√			
3.4	Office Area	Full vacuum. Damp dust / damp wipe ledges. Clean glass windows. Dust door / wall vents. Empty waste bins and dispose of rubbish			√			
3.5	Sinks	Clean washbasins, descale fittings		√	√			
3.6	Toilets	Clean toilets and descale fittings	√		√			
3.7	Turnstiles	Spot wipe/clean.	√					
		Clean and polish dry stainless steel and metalwork units			√			
3.8	Urinals	Clean toilets and urinal, descale fittings		√	√			
3.9	Walls	Spot clean / spot wipe. Remove stickers and graffiti		√				
3.10		Damp wipe and dry wall tiles etc			√			
3.11	Heavy clean through out	Hose area (if appropriate). High dust, remove chewing gum. Remove graffiti. Clean & polish dry stainless steel. Clean glass. Damp wipe and dry wall surfaces. Clean ceilings.						√
3.12	Sharps	Removal of sharps	√					

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

#### 4.0 Ebbsfleet International – Stairways & Subway

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
4.1	Stairs and Landing	Remove litter, spot mop spillages. Special attention taken to white edges	√					
		Scrub stairs and nosing, clean and deodorize drain/filter.			√			
		High dust ledges, surfaces, walls etc				√		
4.2	Floor (Passageway)	Clean drain/ filter and remove debris, litter etc. spot mop stained areas/spillages. Remove chewing gum.	√					
4.3		Clean drain/ filter and remove debris. Clean spillages. Remove chewing gum.			√			
4.4	Walls / Edges & Doors	Dry dust surfaces and damp wipe (if appropriate). Remove graffiti, stickers, fly posters and chewing gum.			√			
		Dust door / vents. High dust.				√		
4.5	Handrails, Railings & Gates	Remove any stickers, chewing gum etc. Damp wipe / damp clean. Clean and polish dry stainless steel or metalwork areas			√			
4.6	Base of Railings etc.	Clean. Remove all litter and accumulated dirt.			√			
4.7	Mirrors	Clean glass so free of marks, smears etc.				√		
4.8	Heavy clean through-out.	Damp dust / damp wipe surfaces so free of dirt & soiling. Remove graffiti and stickers. Remove chewing gum			√			

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

**5.0 Ebbsfleet International – Service Yard**

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
5.1	Ground	Remove all litter and sweep areas	√					
5.2		Wash all areas under compactor (once it is removed for changing)		√				
5.3		Clean/scrub floor area, spillages cleaned, chewing gum and pigeon excrement removed.		√	√			
5.4	Walls, Edges & doors	Surfaces dry dust/brushed / damp wipe. Damp wipe and dry corners, sills and ledges.			√			
5.5	Service corridor	Remove litter and spot clean to remove spillages	√					

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

### 6.0 Ebbsfleet International – Lifts & Escalators

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
6.1	Lifts	Runners spot mop to ensure free of dirt, debris. Remove chewing gum and litter.	√					
6.2		Clean door glass, clean door kick plates, push plates and handles. Clean glass.			√			
6.3		High dust, high clean				√		
6.4	Escalators	Remove litter and chewing gum from steps. Spot clean spillages	√					
6.5		Scrub using escalator cleaning machine				√		
6.6		Spot clean/wipe handrails. Remove chewing gum.		√				
6.7		Spot clean glass sides and dust control mop, dry dust ledges		√				

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

### 7.0 Ebbsfleet International – Litter Patrols

Task Ref;	Item	Standard	Frequency				
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly
7.1	All areas	Remove litter deposited in public areas	Patrols every 30 minutes				

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

### 8.0 Ebbsfleet International – Emergency Response

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
8.1	All areas	Spillages, including rain water ponding, or items that may cause a slipping / tripping hazard – area coned off, warning signs erected around area.	Within 5 minutes of reported spillage					
8.2		Spillage cleared up, area dried and returned to normal usage.	Within 10 minutes					
8.3		Winter weather precautions	As required					
8.4		Graffiti	Within 5 minutes of reported graffiti. If graffiti cannot be removed report to Duty Manager who will arrange for Maintenance team to paint/cover over.					

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

### 9.0 Ebbsfleet International – Waste Collection

Task Ref;	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
9.1	All areas	Collect waste from retail units and deposit to waste collection site	Undertake twice a day					

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

### 10.0 Ebbsfleet International – Station Management Offices, Locker Room & Mess Room

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
10.1	Customer Reception	Remove/pick up litter. Empty waste bins & dispose of rubbish	√					
10.2		Full vacuum, dry dust, damp clean/damp wipe surfaces. Clean glass and polish wood furniture. Remove debris from upholstered furniture			√			
10.3		Remove spots and stains from carpets				√		
10.4	Offices	Full vacuum, empty waste bins & dispose of rubbish. Polish tops of desks and tables. Clean glass surfaces. Clean door kick plates, push-plates and handles			√			
10.5		Not Used						
10.6		High dust. Remove stains from carpets. Sanatise telephones. Clean skirting Clean ceilings					√	
10.7	Toilets	Spot clean, damp wipe surfaces. Replenish consumables		√				
10.8		Clean toilets and urinals. Descale sanitary fittings. Clean glass/mirrors. Clean washbasins.			√			
10.9	Mess room	Empty waste bins & dispose of rubbish. Clean microwave, damp wipe surfaces.		√				
10.10		Clean interior surfaces of cupboards. Clean refrigerators. Damp wipe and dry tiled and wall surfaces					√	
10.11	Locker room	Full vacuum. Empty waste bins and dispose of rubbish. Damp wipe surfaces. Spot mop spillages		√				
10.12		High dust, clean skirtings, clean ceilings					√	
10.13	Control room	Full vacuum, dry dust, damp clean/damp wipe surfaces. Clean glass and polish wood furniture. Remove debris from upholstered furniture			√			

Task Ref:	Item	Standard	Frequency					
			As Req**	Daily (day)	Daily (night)	Weekly	Monthly	Qtrly
10.14		High dust, clean skirtings, clean ceilings					√	

\*\* All areas will be inspected for litter / rubbish etc. at least once every half hour between 06:00 – 22:00 and all litter / rubbish removed (unless posing a serious slipping / tripping risk, then will be dealt with as per 8.0 – Emergency Response)

## APPENDIX 1 TO ANNEX 1

### PART 2

#### Customer Service Specification

##### 1. Policy

Ebbsfleet International will employ a highly visible, competent and knowledgeable Customer Service team in and around the Station complex to ensure our customers feel safe, secure and welcome every time they visit.

The Customer Service Officers role is split into three distinct core activities throughout the Station complex, they can be described principally as Customer Service, station operations and security.

Additionally all station staff have safety roles and responsibilities under the Station Emergency Plans which include fire evacuation, security threats and crowd control.

##### 2. Procedures

All procedures provided under this customer service specification will comply with detailed descriptions contained in the Ebbsfleet Operations Manual, the contents page of which is set out in paragraph 6.0 of this Appendix 1 to Annex 1, Part 2

##### 3. Customer Services

###### 3.1 Welcome Team

There will be a team of Customer Service Officers during times at which the Station is open to the public to welcome all of our customers to the Station. The team will be very visible in and around the Station entrances and will carry out a number of activities to ensure all customers feel welcome and comfortable, they are as follows:

- Meet & greet
- Information provision
- Wayfinding
- Assistance

###### 3.2 Disabled/Special Assistance

The Customer Service team will provide a service to all customers requiring disabled or special assistance, and will be given Disability Awareness training and be competent to operate assistance vehicles in the Station complex.

###### 3.3 Passenger Information System

The Station Control Room will provide up-to-date arrivals and departure train running information via the Passenger Information System.

### **3.4 Announcements**

An announcement, by exception policy will be introduced to provide an ambient station environment which is non-intrusive to customers, residents and neighbours. Safety and security announcements will be made throughout the Station as required by TRANSEC.

Announcements will be made when services are disrupted or when there are short notice platform changes.

### **4. Station Operations**

There are a number of activities the Customer Service Officers need to carry out to ensure the Station operates efficiently and effectively. All our processes are centred around the customers needs to ensure they enjoy their time at Ebbsfleet International. The processes can be found in the Station Manual and detailed management of the following activities can be found:

- Trolley management
- Taxis management
- Coach management
- Station Control Room

### **5. Security**

The customer Service team will provide a high visibility presence at the Station 24 hours a day, carrying out security patrols in and around the Station and ensuring deliveries are scheduled and monitored.

CCTV, Electronic Access Control and Intruder detection systems will be monitored in the Station Control.

All employees will be provided Railway Safety Accreditation training (RSAS).

### **6. Operational Manual – Contents Page**

1.0	General Instructions
	1.1 First Aid Arrangements
	1.2 Roster Guidelines
	1.3 Station Grand Master Key Policy
2.0	Announcement Policy and Procedure
3.0	Coach Management
4.0	Management of Special Events Exhibitions and Filming
5.0	Operational Planning Procedure
6.0	Radio Procedure
7.0	Shorebase Operation
8.0	Special Needs Customer Assistance
9.0	Taxi Rank Pick Up Operations
10.0	Trolley Distributions and Operations
11.0	VIP CIP Movements Procedure
12.0	Waste Management and Recycling

**APPENDIX 2 TO ANNEX 1**

**The Plan**

**APPENDIX 3 TO ANNEX 1**

Not used.

**APPENDIX 4 TO ANNEX 1**

**EBBSFLEET STATION – EQUIPMENT INVENTORY**

**ALLOCATION OF COST**

	<b>Description</b>	<b>Present in Station Zones</b>			<b>Quantity (where applicable)</b>	<b>Maintenance is Qualifying Expenditure</b>	<b>Repair is Qualifying Expenditure</b>
		<b>Common</b>	<b>Southbound Domestic</b>	<b>International</b>			
1.	Traction supply equipment (includes OHLE structures and/or feeder cables to conductor rails, but not the rails)	NO	YES	YES	N/A	NO	NO
2.	Signalling equipment (includes gantries cables and other apparatus)	NO	YES	YES	N/A	NO	NO
3.	Gas Water and Electricity Utility supply equipment and transmission media.	YES	YES	YES	N/A	NO	NO
4.	Sub-stations Meter Rooms and Main Switch Gear Housing	YES	NO	NO	N/A	YES	NO
5.	Boilers and heating systems	YES	NO	YES	N/A	YES	NO
6.	Station Facility Owner’s Temporary Buildings	NO	NO	NO	N/A	NO	NO
7.	Smoke Detectors	YES	NO	YES	N/A	YES	NO

	Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
		Common	Southbound Domestic	International			
8.	Air Conditioning Plant and Equipment	YES	NO	YES	N/A	YES	NO
9.	(A) Public address system	YES	YES	YES	1	YES	NO
	(B) Voice alarm system	YES	YES	YES	1	YES	NO
	(C) Main CIS system	YES	NO	NO	1	YES	NO
	(D) Station clock system	YES	NO	YES	1 Digital System and independent clocks	YES	NO
	(E) CCTV system	YES	YES	YES	1	YES	NO
	(F) Fire alarm system	YES	YES	YES	1	YES	NO
	(G) Access control system	YES	YES	YES	1	YES	NO
	(H) Intruder detection system	YES	YES	YES	1	YES	NO
	(I) Data network	YES	YES	YES	1	YES	NO
	(J) Cabling linking to remote locations	YES	NO	NO	N/A	NO	NO
	(K) Provision of telephone cables for access to third party networks	YES	YES	YES	N/A	YES	NO

Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
	Common	Southbound Domestic	International			
10. External Lighting including platforms	YES	YES	YES	N/A	YES	NO
11. Drainage	YES	YES	YES	N/A	YES	NO
12. Gas Installations, fittings and fixed appliances (including consumable repairs)	YES	NO	NO	N/A	YES	NO
13. Electrical Installations including fixed appliances (including consumable repairs)	YES	NO	YES	N/A	YES	NO
14. Electrical power supply sockets and light fittings	YES	YES	YES	N/A	YES	YES
15. Driver Only Operation Equipment	NO	NO	NO	N/A	YES (unless maintained as part of the signalling system)	NO
16. Central Heating Systems	YES	NO	YES	N/A	YES	NO
17. Plumbing installations and fittings where accessible and/or visible	YES	NO	YES	N/A	YES	YES
18. Plumbing installations and fittings where not accessible or visible	YES	NO	YES	N/A	NO	NO

Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
	Common	Southbound Domestic	International			
19. Flues	NO	NO	NO		YES	NO
20. Fixed Seats	NO	NO	NO		YES	YES
21. Train Despatch Equipment	NO	YES	YES	N/A	NO	NO
22. Fixed Fire Appliances	YES	YES	YES		YES	NO
22A Moveable Fire Appliances	YES	YES	NO		YES	YES
23. Pumping room	NO	NO	NO	N/A	YES	NO
24. Traffic Management System [Controlling entry to Car Park, Coach Bays,Taxi Rank and Delivery yards]	YES	NO	NO	N/A	NO	NO
25. Lift Installations	YES	YES	YES	N/A	NO	NO
26. Escalator Installations	YES	YES	YES	N/A	NO	NO
27. Platform Barriers	NO	NO	NO		YES	NO
28. Cycle Racking	YES	NO	NO	N/A	YES	YES
29. Waiting Rooms Furniture	NO	NO	NO	N/A	YES	YES
30. Left Luggage Facility	NO	NO	NO	N/A	NO	NO

	Description	Present in Station Zones			Quantity (where applicable)	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
		Common	Southbound Domestic	International			
31.	Provision of base stations to support handheld communication devices	YES	NO	NO	N/A	YES	YES
32.	Window cleaning cradle	YES	NO	NO	1	YES	NO
33.	Electronically operated sunscreen	YES	NO	NO	1	YES	NO

**APPENDIX 5 TO ANNEX 1**

**EBBSFLEET STATION – ELEMENTS INVENTORY**

**ALLOCATION OF COST**

<b>Description</b>	<b>Present at Station</b>	<b>Maintenance is Qualifying Expenditure</b>	<b>Repair is Qualifying Expenditure</b>
<b>A. Substructure (excluding any finishes)</b>			
1. Foundations	YES	NO	NO
2. Basements	NO	NO	NO
3. Basement Tanking/Waterproofing	NO	NO	NO
4. Arches and Subways	YES	NO	NO
5. Structural Slabs at Ground Level or below	YES	NO	NO
6. Damp Proof Membrane at Ground Floor Level and below	YES	NO	NO
7. Retaining Walls	YES	NO	NO
<b>B. Superstructure</b>			
8. Damp Proof Course	YES	NO	NO

<b>Description</b>	<b>Present at Station</b>	<b>Maintenance is Qualifying Expenditure</b>	<b>Repair is Qualifying Expenditure</b>
9. Frames, Beams Columns (Excluding Finishes)	YES	NO	NO
10. Structural Slabs (above Ground Floor level)	YES	NO	NO
11. Floors (Excluding Finishes)	YES	NO	NO
12. External Staircases (Excluding Finishes)	YES	NO	NO
13. Internal Staircases (Excluding Finishes)	YES	NO	NO
14. Roof Structure	YES	NO	NO
15. Decking, Coverings Insulation	NO	NO	NO
16. Roof Access Ladders, Walkways and Guardrails	YES	NO	NO
17. Roof Lights	YES	NO	NO
18. Roof Drainage	YES	NO	NO
18A Gutter Clearance	YES	YES	NO
19. Parapets	YES	NO	NO
20. Chimneys above Roof Level	NO	NO	NO
21. Station Roof Glazing	YES	NO	NO

<b>Description</b>	<b>Present at Station</b>	<b>Maintenance is Qualifying Expenditure</b>	<b>Repair is Qualifying Expenditure</b>
22. Tankrooms and Roof Mounted Plant	YES	NO	NO
23. Canopies, Supports and Glazing	YES	NO	NO
24. Roof Access Ladders, Walkways and Handrails	NO	NO	NO
25. Canopy Drainage	YES	NO	NO
26. External and Loading Bearing Walls (Excluding Finishes)	YES	NO	NO
27. External Cladding	YES	YES	NO
28. Internal Load Bearing Walls (Excluding Finishes)	YES	NO	NO
29. Internal Non-Load Bearing Walls (Excluding Finishes)	YES	YES	YES
30. Partitions	YES	YES	YES
31. Windows excluding glass			
(A) External	YES	YES	NO
(B) Internal	YES	YES	YES
32. External Doors	YES	YES	NO
33. Internal Doors	YES	YES	YES

<b>Description</b>	<b>Present at Station</b>	<b>Maintenance is Qualifying Expenditure</b>	<b>Repair is Qualifying Expenditure</b>
<b>C. Finishes and Surface</b>			
34. External & Internal Wall Finishes and Coating including paint	YES	YES	YES
35. Floor (except Terrazo) finishes within Buildings	YES	YES	YES
36. Terrazo Finishes	YES	YES	NO
37. Finishes to Frames Beams Columns (other than 38)	YES	YES	YES
38. Fire resistant coatings/finishes	YES	YES	NO
39. Staircase Finishes	YES	YES	YES
40. Train Shed Roof Finishes	NO	NO	NO
41. Canopy Finishes	YES	NO	NO
42. Ceiling Finishes	YES	YES	YES
43. Internal Joinery (Skirtings Architraves)	YES	YES	YES
44. Other Glazing	YES	YES	YES
45. Subway finishes	YES	YES	NO
46. Footbridge finishes	NO	YES	NO

<b>Description</b>	<b>Present at Station</b>	<b>Maintenance is Qualifying Expenditure</b>	<b>Repair is Qualifying Expenditure</b>
<b>D. Platforms and External Structures</b>			
47. Platform Structure including supporting and retaining walls	YES	NO	NO
48. Platform Copers	YES	YES	NO
49. Platform Wearing Surfaces	YES	YES	NO
50. Footbridges (except finishes)	NO	NO	NO
51. Subway Finishes (including wearing surfaces handrails etc)	YES	YES	NO
52. Fixed Ramps	NO	NO	NO
53. Loading Docks	NO	NO	NO
54. Waiting Shelters	YES	YES	NO
55. Fencing	YES	YES	NO
56. Retaining Walls	YES	NO	NO
<b>E. Other</b>			
57. Road, Pavement and Forecourt Surfaces and Substructures and Road Markings	YES	YES	NO

<b>Description</b>	<b>Present at Station</b>	<b>Maintenance is Qualifying Expenditure</b>	<b>Repair is Qualifying Expenditure</b>
58. Car Park Surfaces and Substructures	YES	NO	NO
59. Car Park Equipment including Ticket Machines, Signs and Car Park markings	YES	NO	NO
60. Main Drainage Outfall	NO	NO	NO
61. Other Underground Drainage Installations	YES	NO (except in respect of keeping clear and free flowing)	NO
62. Nominated Signs	NO	YES	YES
63. Station Signage	YES	YES	YES
64. Landscaping and Planting	YES	NO	NO

## **APPENDIX 6 TO ANNEX 1**

(If present on or at the Station)

Traction Supply

Signalling Equipment

Driver only operation equipment and train despatch equipment being an integral part of the signalling system

## APPENDIX 7 TO ANNEX 1

### 1. **Railway Superstructure**

- 1.1 Railway Superstructure means any structure that overlies the operational railway that is outside the Station boundary.

### 2. **Railway Substructure**

- 2.1 Railway Substructure means any structure that underlies the operational railway that is outside the Station boundary.

### 3. **The Station**

Not used.

## ANNEX 2

### QUALIFYING EXPENDITURE

#### 1. Expenses of Common Station Services and Common Station Amenities

1.1 Subject to paragraph 3, all costs and expenses reasonably payable or incurred by the Station Facility Owner in providing or procuring the provision of the Common Station Amenities or the Common Station Services to Users, or which can be properly attributed to the operation of the Station for or in connection with the provision by Users of services for the carriage of passengers by railway or services for the carriage of goods by railway, together with all (or, where the same relate to the whole of the Station, such proportion as can be properly attributed to that part of the Station used for or in connection with the provision by Users of services for the carriage of passengers by railway or services for the carriage of goods by railway), of the costs and expenses reasonably payable or incurred in or in procuring:

- (A) compliance with administrative and secretarial and other incidental obligations of the Station Facility Owner in Parts 2, 3 and 8 and Conditions 25, 26, 28, 99, 56 and 83.2;
- (B) the payment of any existing or future rates taxes, charges, duties, assessments, impositions and other outgoings paid or payable by the Station Facility Owner in respect of the Station excluding:
  - (1) Value Added Tax, except to the extent that such Value Added Tax is not available for credit for the Station Facility Owner, or for any person with which the Station Facility Owner is treated as a member of a group for Value Added Tax purposes, under Sections 25 and 26 of the Value Added Tax Act 1994 and then only to the extent that such Value Added Tax is not recoverable under the Station Access Agreement;
  - (2) tax on the overall net income of the Station Facility Owner;
  - (3) taxes, interest and penalties arising by virtue of the Station Facility Owner's delay or default or failure to make an appropriate claim for relief or make such a claim timeously;
  - (4) taxes which do not relate to the period or events within the period of the Station Access Agreement;
  - (5) tax assessable on the Station Facility Owner in respect of consideration paid to the Station Facility Owner in connection with any dealing with its interest in the Station; and
  - (6) interest or penalties payable by the Station Facility Owner in consequence of the delay or default in the payment of such taxes and rates.
- (C) the making or defending of any claim, litigation, lien, demand or judgement in respect of the Common Station Services and Common Station Amenities in accordance with these Station Access Conditions;

- (D) the payment of the fees and expenses of any professional adviser or valuer reasonably engaged by the Station Facility Owner in connection with any of the provisions of this Annex 2 of the Station Access Conditions;
- (E) insurance in accordance with Condition 23.1, after deducting any commission or discount to or any person on behalf of the Station Facility Owner for effecting the relevant insurance policy;
- (F) any amount applied by the Station Facility Owner pursuant to Condition 24.1(A) on the occurrence of an Insured Risk;
- (G) the costs attributable to :
  - (1) the Maintenance and/or Repair of those Elements of the Station and those items of Equipment the cost of the Maintenance and/or Repair of which is listed in the Elements Inventory or the Equipment Inventory as being Qualifying Expenditure;
  - (2) the Maintenance of any part of the Station which forms part of the Common Station Amenities or of any item of Equipment which is not referred to in the Elements Inventory or the Equipment Inventory (“Omitted Item”) and is determined as being Qualifying Expenditure pursuant to Condition 105.1 or Part 2 of these Station Access Conditions;
  - (3) the Repair of any Omitted Item determined pursuant to Part 2 of these Station Access Conditions as being Qualifying Expenditure; and
  - (4) the painting and decorating buildings forming part of the Station Amenities pursuant to Condition 18.2;
- (H) 75% of the costs of the removal of Track Litter pursuant to Condition 65.1(P); and
- (I) the services of the British Transport Police at the Station.

1.2 Such fee in respect of the overheads of the Station Facility Owner and by way of a management fee for operating or procuring the operation of the Station as shall have been notified to and approved by the Secretary of State from time to time, Provided that:

1.2.1 For the period 19 November 2007 to 31 March 2011 such fee shall equate to the sum derived by applying the following formula:

$$MF = PM + (5\% \times CA)$$

Where:

MF Means the total management fee payable during a year in question, or a pro rata amount of such figure in the case of the period 19 November 2007 to 31 March 2008

PM Means 2.5% of best estimates of total Qualifying Expenditure determined in accordance with Annex 2 (excluding this paragraph 1.2) for the Accounting Year in question

CA Means:

(i) In respect of the period 19 November 2007 to 31 March 2008 the best estimate of total Qualifying Expenditure determined in accordance with Annex 2 (excluding this paragraph 1.2) attributable to that period; and

(ii) In respect of each of the Accounting Years commencing on 1 April 2008, 1 April 2009 and 1 April 2010, the best estimate of total Qualifying Expenditure attributable to the period 19 November 2007 to 31 March 2008, factored upwards to produce a figure that would be attributable to a twelve month period.

1.2.2 The Station Facility Owner and Passenger Operators are desirous of putting in place a management fee incentive scheme, pursuant to which the management fee will be calculated, that will incentivise the Station Facility Owner to manage the Station efficiently and economically. This scheme will include both penalties and rewards for the Station Facility Owner and will take effect from 1 April 2011 (the “Scheme”). As soon as practicable after the Conditions Efficacy Date, the Station Facility Owner and Passenger Operators shall endeavour to agree upon a timetable and process for agreeing the Scheme. The Station Facility Owner and Passenger Operators shall be required to act reasonably in their consideration and development of the Scheme and in particular shall take such steps as are available to them to ensure that the Scheme has been agreed and may be implemented with effect from 1 April 2011.

## 2. Calculation of Qualifying Expenditure

2.1 In calculating the Qualifying Expenditure, the Station Facility Owner shall give credit for:

- (A) any money received (by way of rent, service charge or otherwise) from any user of the Station other than Users, in respect of the use of the Common Station Amenities or the Common Station Services (other than receipts for car parking), save to the extent that the costs in respect of which such money has been received do not form part of Qualifying Expenditure;
- (B) any money received from any User (other than a Voting Operator) in respect of the use of the Common Station Amenities or the Common Station Services, or as a contribution towards Long Term Charge, by way of Access Charge or otherwise;
- (C) any insurance proceeds received in respect of matters which would otherwise have given rise to expenses for the purposes of calculation of Qualifying Expenditure; and
- (D) any money paid to the Station Facility Owner by way of damages to compensate for, or reimbursement of, costs which would otherwise be treated as expenses for the purposes of calculation of Qualifying Expenditure.

### 3. **Excluded Costs and Expenses**

3.1 The following costs and expenses shall not form part of the costs and expense described in paragraph 1.1 of this Annex 2:

- (A) the cost and expense of carrying out the Repair and Maintenance obligations of the Station Facility Owner under part 4 save to the extent provided in paragraph 1.1(G) of this Annex 2;
- (B) any amount payable by the Station Facility Owner to any person as a result of the failure of the Station Facility Owner to perform any obligation or of any warranty given by the Station Facility Owner not being true and accurate in all respects;
- (C) costs incurred pursuant to Conditions 10.10, 24.4, 32.3, 60.2, 61.3, 62.1, 63.3, and 85.1.
- (D) all costs and expenses relating to or incurred in connection with:
  - (a) the provision, staffing and cleaning of the ticket offices; and
  - (b) the provision and maintenance of the car park and all car parking facilities;
- (E) the cost of the Existing Works;
- (F) costs which are recoverable from any other party pursuant to the Building Contract(s) (as defined in Condition 22.1);
- (G) costs in relation to the Maintenance and Repair of any part of the Station let or intended to be let; and
- (H) the cost of promotional and publicity activities unless previously approved by the Requisite Majority attributable to the Zone in which such activities are to take place..

### 4. **Sample Period**

4.1 A period of two Weeks, one Week taken from each of the two periods bounded by the three most recent consecutive Passenger Change Dates. Each such Week shall be accorded a weighted significance determined by reference to the respective number of complete weeks comprised in the published period of the Passenger Timetable in which such Week falls.

For these purposes:

- “**Passenger Change Dates**” means the dates upon which significant changes may be made to a Passenger Timetable, being those dates specified by the European Passenger Timetable Conference or such other body as may be appropriate;
- “**Passenger Timetable**” means any timetable of passenger railway services published or procured to be published to the public by Network Rail; and

**“Week”**

means a calendar week measure Sunday to Saturday (inclusive) and not containing a bank or other public holiday.

### **ANNEX 3**

#### **COMMON STATION AMENITIES AND COMMON STATION SERVICES WHICH MAY BE CHANGED ONLY BY UNANIMOUS AGREEMENT OF ALL USERS**

1. Reduction of the opening hours of the Station from those as at the Conditions Efficacy Date.
2. Any part of the Station necessary or expedient to enable access and egress to and from the Station by Users their Associates and the Public.

## ANNEX 4

### EXISTING WORKS AND ADJACENT WORKS

1. **Existing Works**
  - (1) Completion of snagging items and rectification of defects pursuant to the contracts for the construction of the Station or any part of it
  - (2) Fit-outs of areas within the Station subject to a lease or licence to occupy
  - (3) Fit-outs of the Domestic Southbound Zone,
  - (4) Fit-outs of the International Zone
2. **Specifications of Existing Works** N/A
3. **Consultation Periods** N/A

## ANNEX 5

### EXISTING AGREEMENTS

<b>No</b>	<b>Type of Agreement (including term) and document number</b>
1	HS1 Lease
2	Wayleaves
a	Utility suppliers
b	Telecom suppliers
3	LCSP Superior Title documentation
4	AMEC- Maintenance of Station building
5	Optilan – Maintenance of Station Systems
6	Retail units as applicable
7	Protective Provisions Agreement with London and South Eastern Railway Limited
8	Underlease granted by the Secretary of State
9	Ebbsfleet Property Management Agreement (containing provisions implementing Land Securities' 'lift & shift' rights)

## ANNEX 6

### IDENTIFIED ABATABLE CHARGES FOR COMMON STATION AMENITIES AND COMMON STATION SERVICES

#### 1. Negotiation of New Abatement Regime

- 1.1 The Station Facility Owner and Passenger Operators are desirous of putting in place an abatement regime that will properly incentivise the Station Facility Owner to remedy such failed assets, and to rectify the provision of such services that are being provided below their required standard, as are considered by the Passenger Operators as critical to their operations, within pre-agreed timescales.
- 1.2 As soon as practicable after the Conditions Efficacy Date, each Passenger Operators shall propose a list of assets and services that they consider should feature in this regime, suitable grace periods for rectification or remedy of each asset and service and appropriate levels of liquidated damages that should be payable in the event the asset is not brought back into operational use, or the service is not provided at the required standard, within the prescribed grace period.
- 1.3 Upon receipt of proposals from all Passenger Operators, the Station Facility Owner and the Passenger Operators shall meet and endeavour to agree a composite list of assets and services that will comprise the regime, together with associated grace periods and liquidated damages that will apply to each asset and service.
- 1.4 The Station Facility Owner and each Passenger Operators shall be required to act reasonably in proposing, negotiating and agreeing an abatement regime with a view to ensuring that the regime has been agreed and may be implemented with effect from 1 April 2011.

#### 2. Interim Arrangements

- 2.1 Pending agreement of an abatement regime that reflects the provisions of the paragraph 1 above, in the event that any Common Station Amenity fails and is not brought back into operational use within a reasonable grace period, or any Common Station Service is not being provided in accordance with the terms the Station Access Conditions and is not so provided within a reasonable grace period, ('reasonable' in each case being determined by reference to the amenity or service in question and the applicable response times for rectification or remedy contained in the contract that the Station Facility Owner has in place for the Maintenance and Repair of that asset, or the provision of that service, as at the date of the failure) each Passenger Operators shall be entitled to claim under the indemnity contained in Condition 54.1 for its costs and losses incurred or suffered as a result of the failure in question. In this regard, the limitations contained in Conditions 55.1 and 55.2 shall not apply.
- 2.2 The parties to a claim made by a Passenger Operator pursuant to paragraph 2.1 of this Annex 6 (a "Claim") shall act reasonably with regard to the settlement of its quantum.

- 2.3 In the event any Claim has not been agreed (in whole or in part) within two months of being notified by the Passenger Operator to the Station Facility Owner, either party shall be entitled to refer the aspect(s) that remains in dispute for determination pursuant to the Disputes Resolution Procedure.
- 2.4 In the event that part of a Claim is accepted by the Station Facility Owner and part remains in dispute, the Station Facility Owner shall be required to pay to the Passenger Operator the undisputed element of the claim within 14 days of receipt of the Passenger Operator's invoice for such undisputed amount.
- 2.5 No claim may be made by a Passenger Operator pursuant to this Annex 6 for the same period of time in respect of which an abatement may be claimed pursuant to Annex 7.

## ANNEX 7

### SLIDING SCALE OF ABATEMENT FOR FAILURE TO OPEN STATION DURING AGREED OPENING TIMES

1. In this Annex 7:

“**Relevant Amount**” means, in respect of any day on which the Station so fails to open, the whole or such part of:-

- (1) in the case of the User’s Daily Total QX 100% thereof; and
- (2) in the case of the User’s Daily Total LTC 50% thereof

as is in each case equal to the proportion which the number of Vehicles operated by or on behalf of the User and due to depart from the Station on that day and which are affected by such failure to open bears to the total number of vehicles operated by or on behalf of the User and which are due to depart from the Station on that date.

“**User’s Daily Total QX**” means the Residual Variable Charge and Fixed Charges payable by a User during the current Accounting Year divided by the number of days in the Accounting Year in question on which the Vehicles operated by or on behalf of the User in question are due to depart from the Station;

“**User’s Daily Total LTC**” means the share of Long Term Charge payable by a User during the current Accounting Year divided by the number of days in the Accounting Year in question on which the Vehicles operated by or on behalf of the User in question are due to depart from the Station;

2. On each occasion on which the Station is not open during the opening times set out in paragraph 5 of Annex 1, each of the User’s Daily Total QX and the User’s Daily Total LTC shall be abated to any User which has an affected Vehicle by the Relevant Amount.
3. For the purposes of paragraph 2 above, a Vehicle shall be affected by such failure to open if the Station is not open at any time during the period commencing 30 minutes prior to the scheduled arrival of such Vehicle (45 minutes in respect of the scheduled arrival of Vehicles operated by International Passenger Operators) and ending 15 minutes after its scheduled departure.

## ANNEX 8

### SPECIFIED PROVISIONS

1. The Conditions Efficacy Date is the 19 November 2007.
2. The Environmental Liability Commencement Date is the 19 November 2007 or the date upon which a User first operated railway services into the Station pursuant to a Station Access Agreement (if later).
3. The amount referred to in the definition “Long Term Charge” is £769,000 per annum.
4. The percentage referred to in the definition “Requisite Majority” is:
  - 4.1 In respect of the Common Zone: 80%
  - 4.3 In respect of the International Zone: 51%; and
  - 4.4 In respect of the Domestic Southbound Zone: 51%.
5. The relevant special conditions referred to in Condition 1.4 are:

None.

## ANNEX 9

### PRODUCTION OF SPECIFICATIONS

1. This Annex shall apply to the determination of specifications for the Repair and Maintenance of any Elements of the Station or Equipment or in respect of the provision of any Common Station Service as may be requested by the Requisite Majority of the Common Zone from time to time.
2. The Station Facility Owner shall as soon as reasonably practicable after receipt of a request pursuant to paragraph 1 above, deliver to each User its proposals for those specifications including any appropriate quality, quantum or response time standards.
3. The Station Facility Owner and all Users shall negotiate with each other with a view to reaching agreement on the specifications proposed by the Station Facility Owner or on any amendments to them that any User may consider necessary or desirable in respect of any such matters.
4. If the Station Facility Owner and the Users fail to reach agreement with each other on any of the specifications within 90 days of the delivery of the Station Facility Owner's proposals for such specifications, the matters in dispute may be referred by any of them to the panel and/or arbitrator acting in accordance with the relevant provisions of the Dispute Resolution Procedure. Such determination shall:
  - (A) be made having regard to:-
    - (1) (to the extent applicable) the Decision Criteria;
    - (2) the Users requirements to the extent that the costs of the relevant obligation to which the specification relates would be borne solely by the Users; and
    - (3) the principle that any specification should detail on a fair and reasonable basis how the relevant obligation referred to in paragraph 1 is to be performed and should not otherwise increase the burden of such obligations;
  - (B) be final and binding on the Station Facility Owner and the Users.

**ANNEX 10**

**ADDITIONAL AMENITIES AND SERVICES PROVIDED  
IN THE INTERNATIONAL ZONE**

**[To be completed]**

## ANNEX 11

### PART 17B DEFINITIONS

In Part 17B, unless the context requires otherwise:

**"Common Zone LTC"** means 19% of Long Term Charge provided that, where:

- (i) the Station is used by one or more Domestic Southbound Passenger Operators, but not any International Passenger Operator, the Common Zone LTC for the Station shall be increased by the full amount of the International Zone LTC for the Station;  
or
- (ii) the Station is used by one or more International Passenger Operators, but not any Domestic Southbound Passenger Operator, the Common Zone LTC for the Station shall be increased by the full amount of the Domestic Southbound Zone LTC for the Station;

**"Domestic Southbound Zone LTC"** means 29% of the Long Term Charge; and

**"International Zone LTC"** means 52% of the Long Term Charge.