
STRICTLY PRIVATE AND CONFIDENTIAL

DATED 25 May **2025**

TRAIN SERVICES AGREEMENT

in respect of South Western

SOUTH WESTERN RAILWAY LIMITED (1)

SIEMENS MOBILITY LIMITED (2)

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THIS AGREEMENT is made on 25 May 2025

BETWEEN:

- (1) **SOUTH WESTERN RAILWAY LIMITED**, a company incorporated in England and Wales (registered no. 03266760), whose registered office is at Great Minster House 4th Floor, Public Ownership Programme Team, 33 Horseferry Road, London, England, SW1P 4DR (the "**Company**"); and
- (2) **SIEMENS MOBILITY LIMITED**, a company incorporated in England and Wales (registered no. 00016033), whose registered office is at Sixth Floor, The Lantern, 75 Hampstead Road, London, England, NW1 2PL (the "**Service Provider**"),

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

WHEREAS:

- (A) The Company wishes to procure the performance of the obligations of the Service Provider under this Agreement (including the provision of the Services) in order to operate a Passenger railway service.
- (B) The Lessor originally acquired the Units pursuant to the Purchase Agreement and has agreed to lease the Units to the Company on the terms of the Operating Lease.
- (C) The Company and the Service Provider have agreed that the Service Provider shall provide the Services in accordance with the terms of this Agreement.

THE PARTIES AGREE as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Additional Service Payments" means the amounts payable by the Company to the Service Provider in respect of the Additional Services.

"Additional Services" means the services, work and activities, details of which are set out in Part B of Schedule 2 (*Services*).

"Aesthetic Condition Standard" means the aesthetic condition standard described in Part B of Schedule 7 (*Handover*).

"Agreement Duration" means:

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- (a) in respect of the provisions of Clause 2.1 (*Conditions*) and Clause 2.6 (*Provisions having immediate effect*) of this Agreement, the period commencing on the Contract Date; and
 - (b) in respect of all other provisions of this Agreement, the period commencing on the Completion Date,

in each case ending (subject to earlier termination in accordance with the provisions of this Agreement) on the Scheduled Expiry Date. For the avoidance of doubt, where this Agreement contains provisions which apply to a period after the Scheduled Expiry Date, this shall not prevent this Agreement expiring on the Scheduled Expiry Date or being terminated by either Party in accordance with its terms (in either case without prejudice to clause 32 (*Survival*)).

"Agreement Specific Quality Assurance Plan" has the meaning given in Part E of Schedule 4 (*Agreement Management*).

"Allowable Failure" means a Unit Cancellation, Unit Delay, Unit Facility Failure or Unit Short Formation:

- (a) which is caused by a Event of Loss unless and to the extent such event is caused by the default of any Service Provider Party or any Relevant Person of the Service Provider under this Agreement or any act or omission of such person save that, in such circumstances, where the Company does not replace the Unit or Vehicle which is the subject of such Event of Loss, the loss of that Unit or Vehicle will be treated as an Allowable Failure; or
- (b) the principal cause of which is one of the reasons listed in paragraphs 1(a)-(h) of Part B of Schedule 2;
- (c) which the Service Provider demonstrates to the reasonable satisfaction of the Service Manager was:
 - (i) not caused by the Service Provider failing to perform, or being in breach of, any of its obligations under this Agreement or any act or omission of the Service Provider; and
 - (ii) not caused by the Contractor failing to perform, or being in breach of, any of its obligations under the Purchase Agreement or any act or omission of the Contractor.
- (d) arose as a result of:
 - (i) a breach by the Company of its obligations under Clause 10.12 (*Access to Depots, Outbases and Stations*); or

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- (ii) the Company failing to make the Units available in accordance with the Train Plan Parameters;
 - (e) arose as a result of:
 - (i) any failure or deficiency of the wifi system including, without limitation, all or any part of the wifi system being missing, damaged or inoperable;
 - (ii) any failure or deficiency of the energy metering system including, without limitation, all or any part of the energy metering system being missing, damaged or inoperable; or
 - (iii) any failure or deficiency of the Cubris DAS system including, without limitation, all or any part of the Cubris DAS system being missing, damaged or inoperable.

"Applicable Laws" means, as the context requires, all or any laws, statutes, proclamations, by-laws, directives, regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation at any time or from time to time in force in the United Kingdom and which are or may become applicable to this Agreement, any agreement or document referred to in this Agreement, including, without limitation, Relevant Rules and Procedures, Railway Group Standards, the Rule Book and Environmental Laws.

"Applicable Rules of the Plan" has the meaning given in the Track Access Agreements.

"Applicable Rules of the Route" has the meaning given in the Track Access Agreements.

"Benchmark for Cancellations" for Units for any Reporting Period means 22.

"Benchmark for Delays (3 Minutes Late)" for Units for any Reporting Period means 22.

"Benchmark for Delays (15 Minutes Late)" for Units for any Reporting Period means 7.

"Benchmark for Short Formations" for Units for any Reporting Period means 7.

"Bournemouth Depot" means the maintenance depot situated at Bournemouth in respect of which the Company, at the Contract Date, is the Depot Facility Owner.

"Budgeted Additional Services" has the meaning given to that term in Clause 9.17 (*Budgeted Additional Services*).

"Cancellation" means a Passenger service:

- (a) which is included in the Plan of the Day and which is cancelled and attributed to the Company pursuant to the Track Access Agreements;

- (b) which is included in the Plan of the Day and which operates less than 50 per cent. of its scheduled mileage for reasons attributed to the Company pursuant to the Track Access Agreements; or
- (c) which is omitted from the Plan of the Day, or included in it in a modified form that does not enable the Company to operate more than 50 percent (50%) of such Passenger service's scheduled mileage, without the Company discharging its relevant obligations under the Passenger Service Agreement in relation thereto;

"Change in Law" means the application to any person of any Applicable Law which did not apply to them, or the change in application of any Applicable Law (including any such Applicable Law ceasing to apply, being withdrawn, not being renewed, being introduced or varied and any change in interpretation of any such Applicable Law by any relevant Competent Authority).

"Change in Relevant Consent" means the application to any person of any Relevant Consent which did not apply to them, or the change in application of any Relevant Consent (including any such Relevant Consent ceasing to apply, being withdrawn, not being renewed, being introduced or varied and any change in interpretation of any such Relevant Consent by any relevant Competent Authority).

"Claims Allocation and Handling Agreement" or "CAHA" means the agreement of that name approved by the ORR.

"Class 444 Units" means forty-five (45) 5-Vehicle 23 metre car Units with identification numbers in the class 444 range as registered with the rolling stock library, and **"Class 444 Unit"** means any one of them.

"Class 450 Units" means one hundred and twenty-seven (127) 4-Vehicle 20 metre car Units with identification numbers in the class 450 range as registered with the rolling stock library, and **"Class 450 Unit"** means any one of them.

"Company Controller" means the controller of the Company based at the Control Centre.

"Company Depot Access Agreements" or "CDAAs" means those regulated access agreements (regulated in accordance with the Railways Act) under which the Company, as DFO, provides access to persons to the Relevant Depots.

"Company Depot Lease" means a lease of any of the Depots listed in Part B of Schedule 11 (*Depots and Outbases*) granted to the Company by Network Rail, and in relation to the land comprised in each Relevant Depot.

"Company Depot Licence" means the Depot Licence dated on or around the Contract Date granted to the Company in its capacity as DFO in respect of the operation of each Relevant Depot.

"Company Employee" means any director, officer, authorised agent, servant, or person in the employment of the Company or any other person acting with the authority of the Company (other than any of the Service Provider's employees or Sub-Contractors) and references in this Agreement to any personnel and/or staff and/or employee of the Company shall be deemed to include references to any such person.

"Company Event of Default" means any of the events listed in Clause 20.1(b) (*Company Events of Default*).

"Company Proposed Variation" has the meaning given in Part D of Schedule 4 (*Agreement Management*).

"Competent Authority" means the Secretary of State, the Department for Transport, the Regulator, Network Rail, the HSE and any other local or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom.

"Completion Date" means the date on which the conditions set out in Clause 2 (*Conditions precedent*) are satisfied or are waived pursuant to the terms of this Agreement or, if later, at 02:00 on 25 May 2025.

"Component" means any Part except for a consumable (as such term would be understood in the UK railway industry as at the date of the Agreement).

"Contract Date" means the date of this Agreement.

"Contract Manager" means the person appointed by the Service Provider who has full power and authority to administer, manage and operate this Agreement on behalf of the Service Provider, as described in Schedule 4 (*Agreement Management*).

"Contract Year" means:

- (a) the period commencing on the first day of the Maintenance Period and ending on the last day of the thirteenth Reporting Period commencing on or after such date; and
- (b) (thereafter) each subsequent period of thirteen Reporting Periods,

provided that the Contract Year in which the date of expiry or termination of this Agreement falls, will end on that date of expiry or termination and pro-rata adjustments will be made where appropriate.

"Contractor" means the Service Provider in its capacity as contractor under the Purchase Agreement.

"Contractor Guarantor" means SAG.

"Control Centre" means the Company's control centre.

"CORMAP" means the computer system currently used by the Service Provider and known as CORMAP or such replacement computer system as may be agreed between the Company and the Service Provider from time to time for the purpose of recording, amongst other things, Faults and details of the rectification of those Faults.

"COSHH" means the Control of Substances Hazardous to Health Regulations 1999.

"Default Interest" means interest on late payment at the Default Rate.

"Default Rate" means two percent (2%) above the base lending rate from time to time of National Westminster Bank plc.

"Defect" means, in respect of any Unit, Part, Component, Spare or consumable supplied by the Contractor under this Agreement, where such Unit, Part, Component, Spare or consumable, as the case may be:

- (a) does not comply with the Specification; or
- (b) does not comply with the requirements of this Agreement in any material respect; or
- (c) is not Fit for the Purpose,

whether as a consequence of faulty design, faulty materials, bad workmanship or any other reason attributable to the Contractor or its Sub-Contractors but not as a consequence of fair and ordinary wear and tear in the course of proper use and operation, and Defects and Defective shall be construed accordingly.

"Depot" means any Relevant Depot or Third Party Depot.

"Depot Access Agreements" or **"DAAs"** means regulated access agreements (regulated in accordance with the Railways Act) under which persons obtain access to light maintenance depots from DFOs.

"Depot Access Conditions" or **"DAC"** means each of the depot access conditions which are incorporated into each DAA.

"Depot Facility Owner" or **"DFO"** means the person having management of a depot.

"Depot Letting Conditions" means the letting conditions which are incorporated into each Company Depot Lease.

"Depot Licence" means a licence to operate a maintenance depot as a railway asset in accordance with Section 8 of the Railways Act.

"DfT Direct Agreements" means:

- (a) the direct agreement between the Secretary of State and the Lessor in relation to the Operating Lease dated 23 April 2001; and
- (b) the Service Provider DfT Direct Agreement.

"Diagram" means a schedule of the movements of a train on the Network, specifying the type of and formation of vehicles comprised in that train, the start and end points and principal intermediate points visited by that train, and the times for arrival at and departure from such points, as notified by the Company to the Service Provider from time to time in accordance with Clause 9.8 (*Diagrams*).

"Diagram Leg" means that element of a Diagram which relates to a single journey between two station turn rounds, such journey being allocated a single headcode.

"Diagram Leg (Passenger)" means a Diagram Leg during which Passengers may be conveyed (as opposed to an 'empty-stock' Diagram Leg).

"Dispute" means any difference, controversy, claim or dispute of whatever nature between the Parties arising under, out of or in connection with this Agreement or any related agreement (including, without limitation, any question of breach, interpretation, validity, effect, performance or termination of this Agreement and any claims for set-off or counterclaim, or any related agreement and any dispute concerning the Service Manager's exercise of his rights, powers, determinations, discretions or options under this Agreement).

"Dispute Resolution Procedure" means the procedure referred to in Clause 39 as to the resolution of Disputes.

"Due Completion Date" means 25 May 2025, being the date on which the Completion Date is due to occur or such alternative date as may be determined in accordance with Clause 2 (*Conditions precedent*) or otherwise as agreed between the parties.

"Effective Date" in relation to any Change in Law and/or any Change in Relevant Consent has the meaning given in the definition of Relevant Date.

"EIR" has the meaning given to it in Clause 31.1.

"Environment" means air, water or land, (including without limitation air, water and land within natural or man-made structures above or below ground).

"Environmental Laws" means all or any law (whether civil, criminal or administrative), common law, statute, statutory instrument, treaty, regulation, directive, decision, by-law circular or guidance notes, which is, at any time, and from time to time in force in the United Kingdom and which relates (in any way) to the Environment and/or human health and/or the handling and storage of any Hazardous Substances.

"Environmental Liability" means any claims, costs, damages, expenses (including reasonable professional fees incurred), losses, liabilities or penalties suffered or incurred by the Company as a result of the presence of any Hazardous Substances.

"Environmental Permits" means all or any permits, licences, consents, approvals, certificates, qualifications, specifications, registrations and other authorisations, including any conditions attaching thereto, required under any Environmental Laws in connection with or as a result of the performance of the obligations of the Service Provider under this Agreement and the exercise of any rights thereto (including the provision of the Services).

"Escrow Agent" means NCC Escrow International Limited (or such other person as the Lessor and the Service Provider may enter into a replacement Escrow Agreement with from time to time).

"Escrow Agreement" means the escrow agreement between the Contractor, the Lessor and the Escrow Agent dated 30 May 2001 or any replacement escrow agreement between the Contractor, the Lessor and an Escrow Agent.

"Event of Loss" has the meaning given to that term in the Operating Lease.

"Eversholt" means Eversholt Depot Finance Limited or any successor in title.

"Facilities Agreement" means the agreement so entitled to be entered into between the Company and the Service Provider.

"Fault" means, in relation to a Unit, Vehicle or Part, any problem with or deficiency in that Unit, Vehicle or Part (including, without limitation, any non-conformance with the Specification) and including, without limitation, any such problem, deficiency or non-conformance which is caused by accident, misuse or criminal damage whether or not the problem, deficiency or non-conformance qualifies as a Defect and **"Faults"** and **"Faulty"** shall be construed accordingly.

"Financier" has the meaning given to that term in the Operating Lease.

"Fit for Purpose" means:

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- (a) in relation to any Unit and each Vehicle, that:
 - (i) it meets, in all material respects, the requirements and provisions of the Specification; and
 - (ii) is fit for operation and/or use by the Company for operation in passenger service on the Relevant Network;
 - (b) in relation to each Special Tool, that Special Tool is suitable to enable the Service Provider to carry out maintenance services and overhaul services on the Units in accordance with the terms and conditions of this Agreement; and
 - (c) in relation to each Spare or Part, when incorporated into a New Unit, Vehicle or Special Tool:
 - (i) it meets the requirements this Agreement (as applicable); and
 - (ii) that the incorporation of such Spare or Part on a New Unit, Vehicle or Special Tool will not of itself prevent such Unit, Vehicle or Special Tool from being Fit for Purpose as defined in the preceding paragraphs.

"Fixed Price Additional Services List" means the agreed list from time to time of charges to be paid by the Company to the Service Provider for certain Additional Services, the current version of which, as at the Contract Date, is attached to this Agreement in the agreed form.

"FOIA" has the meaning given to it in Clause 31.1.

"Force Majeure Event" means any of the events listed in Clause 16.1 (*Events*).

"Government" means the present or any succeeding government acting in the United Kingdom, any department thereof or any body, agency or instrumentality representing, or established under the authority of, such government, or any local government acting therein.

"Group" means, in relation to any company, that company and any company which is a holding company or subsidiary of that company and any subsidiary of any such holding company.

"Handover" means the return of a Unit to the Company from the Service Provider at any time following performance by the Service Provider of any Standard Services and any Additional Services.

"Handover Certificate" means a certificate in the form set out in Part A of Schedule 7 (*Handover Certificate*).

"Handover Log" means, a log maintained by the Service Provider detailing:

- (a) the dates and times of all transfers of possession and control of Units under Clause 9 (*Service provision*);
- (b) the formation and condition of each Unit (including, without limitation, the Vehicles comprising that Unit and any Faults on each such Vehicle) at each such time; and
- (c) the acceptance or rejection of each Unit by the Company at each such time.

"Hazardous Substances" means any or all materials or substances of any form whether natural or artificial, solid, liquid, gas or vapour or any mixture thereof which are present in such quantities and concentration as (a) may be harmful or prejudicial to the Environment or human health or any living organism or (b) would require investigation or remedial action under any Environmental Law.

"HSE" means The Health and Safety Executive and any statutory authority having the power to investigate accidents.

"Improper Use" means, in respect of any Unit or Vehicle, any misuse, abuse or other use of such Unit or Vehicle by any person (other than the Service Provider, SAG or any of their respective, or any member of their respective Groups', Sub-Contractors, employees, agents or representatives acting in such capacity) other than in accordance with all Applicable Laws, Relevant Consents and Relevant Rules and Procedures and/or any current Manuals provided that there shall be deemed to have been Improper Use in any case where such Unit or Vehicle has not been used in compliance with any current relevant Manuals, unless such non-compliance is as a result of compliance with any conflicting Applicable Laws, Relevant Consent or Relevant Rules and Procedures.

"Indexation" means indexation in accordance with Schedule 9 (*Indexation*).

"Indirect Losses" means loss of profits, loss of margin, loss of revenue including, without limitation, Passenger revenue, financial liability to any financier, fines imposed by the Secretary of State and/or the Regulator, loss of contract, loss of use of money, loss of subsidy, loss of interest, loss of use of any Unit, Vehicle and/or any Part or any other form of indirect, incidental or consequential loss whatsoever.

"Insurances" means those contracts of insurance referred to in Schedule 10 (*Insurance*).

"Intellectual Property Rights" means all intellectual property rights including, without limitation, patents, designs, trade marks, trade names, copyrights, rights in technical information including know-how, in each case, whether or not registered and including applications for the registration or grant of any of the foregoing and further including any

such rights in specifications, drawings and technical descriptions, Software, research and development data, manufacturing methods and data, formulae algorithms, prototypes and research materials.

"Invitation to Tender" or **"ITT"** means the invitation issued by the Company to those prequalified interested parties to tender for the performance of various obligations (including the provision of the Services).

"Key Personnel" means those personnel of the Service Provider (and/or any Sub-Contractor) agreed with the Company as being key and referred to as key personnel in Part B of Schedule 4 (*Agreement Management*) and who are to devote substantially all of their time to the carrying out of the Service Provider's obligations under this Agreement.

"Lessor" means Angel Trains Limited, a company incorporated in England and Wales (registered number 02912655) whose registered office is at 123 Victoria Street, London SW1E 6DE.

"Lessor Employee" means any director, officer, authorised agent, servant or person in the employment of the Lessor or any other person acting with the authority of the Lessor (other than any of the Contractor's employees, the Service Provider's employees or the Sub-Contractors) and references in this Agreement to any personnel and/or staff and/or employee of the Lessor shall be deemed to include references to any such person.

"Lessor Liens" has the meaning given to the term "Lessor Lien" in the Operating Lease.

"Location" means any land or interest of any kind in land which is necessary for the Service Provider to carry out its obligations under this Agreement including, without limitation, the Relevant Network, Depots, the Siemens Service Facility, the Control Centre, Stations, Outbases, storage areas or any of them or any part of them, as the context may require.

"Log Book" means, in respect of a Unit, each and all of the logs maintained in respect of that Unit recording, amongst other things, Faults on that Unit, or any Vehicle comprised in that Unit, from time to time, and details of the rectification of those Faults.

"Maintenance Manuals" means the maintenance manuals with references Maintenance Manual PRO/Rail Systems/207 - Rev 12 - Date: 12/05/2024, Class 444 Vehicle Maintenance Schedule PRO/Rail Systems/273 - Issue 30 - Date: 19/06/2023 and Class 450 Vehicle Maintenance Schedule PRO/Rail Systems/274 - Issue 26 - Date: 29/10/2024, (as updated by the parties from time to time).

"Maintenance Period" means the period commencing on the Completion Date and ending (subject to earlier termination in accordance with the provisions of this Agreement) on the Scheduled Expiry Date.

"Maintenance Price" means the aggregate of Standard Service Payments for the whole of the Maintenance Period after Indexation but before any discount or other adjustment to such payments under this Agreement.

"Maintenance Programme" means the maintenance programme for the Units, as contained in the following documents:

- (a) Maintenance Manual for 444/450 - Pro Rail Systems PRO/STSL/207 Issue 14;
- (b) VMS for 444 - Pro Rail Systems PRO/STSL/273 Issue 32; and
- (c) VMS for 450 - Pro Rail Systems PRO/STSL/274 Issue 27,

as the same may be updated or amended from time to time in accordance with Clause 7.18.

"Mandatory Modification" has the meaning given to that term in the Operating Lease.

"Manuals" means the following manuals, guides and catalogues developed by the Contractor in relation to the Multiple Units pursuant to the Purchase Agreement (as such manuals, guides and catalogues may have been, and may be, amended and updated from time to time):

- (a) the operating manuals, including sections relating to:
 - (i) Unit equipment;
 - (ii) cab equipment;
 - (iii) operation of cab controls;
 - (iv) coupling and uncoupling;
 - (v) other control equipment;
 - (vi) catering equipment (if fitted); and
 - (vii) train communications equipment;
- (b) the train driver's fault finding guide;
- (c) the breakdown manuals;

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- (d) the maintenance manuals, covering all aspects of the maintenance, including, but not limited to:
 - (i) preventative maintenance activities to be undertaken, including the method statements with objective pass or fail criteria for the activities concerned, together with the periodicity for completion of the activity;
 - (ii) corrective maintenance activities detailing the diagnosis of the potential causes of failure, the test regimes and the corrective actions necessary (including any potential hazards from multiple faults);
 - (iii) the procedures to be used including the objective pass or fail criteria for each item subject to overhaul, together with tolerances on wear limits or electrical measurements or timings and the disassembly and reassembly instructions; and
 - (iv) crash repair activities including any precautions to be taken prior to work commencing; and
 - (e) the spare parts catalogue;.

"Minutes Late" has the meaning given to that term in the Track Access Agreements.

"Modification" has the meaning given to that term in the Operating Lease.

"Monitoring Point" has the meaning given to that term in the Track Access Agreements.

"Network" means the rail network of which Network Rail is the owner and operator and which is situated in Great Britain.

"Network Code" means the common set of rules known as the "Network Code" that apply to all parties who have a contract for rights of access to the track owned and operated by Network Rail, which are incorporated into any Track Access Agreement.

"Network Rail" means Network Rail Infrastructure Limited (Registered Number 2904587), a company incorporated in England and Wales whose registered office is at Waterloo General Office, London, United Kingdom, SE1 8SW, and includes any successor or subsidiary or subsidiaries to the functions of Network Rail Infrastructure Limited or the person authorised under any Applicable Laws to produce mandatory operational and engineering standards associated with safety and interworking of the operation of rolling stock or Network Rail's facilities and infrastructure.

"Northam Agreement for Lease" has the meaning given to the term "Agreement for Lease" in the Northam Deed of Termination.

"Northam Deed of Termination" means the deed of termination dated 14th April 2003 and made between Eversholt (previously with HSBC Rail), First MTR South Western Trains Limited and the Service Provider, as amended from time to time.

"Northam Depot" has the meaning given to the term "Depot" in the Northam Deed of Termination.

"Northam Depot Lease" has the meaning given to the term "Depot Lease" in the Northam Deed of Termination.

"Northam Depot Sub-Lease" has the meaning given to the term "Depot Sub-Lease" in the Northam Deed of Termination.

"Northam Transaction Documents" has the meaning given to the term "Transaction Documents" in the Northam Deed of Termination.

"Notice of Company Proposed Variation" means a notice of a proposed variation delivered by the Service Manager to the Service Provider pursuant to Part D of Schedule 4 (*Agreement Management*).

"Notice of Required Variation" means a notice of a required variation delivered by the Service Manager to the Service Provider pursuant to Part D of Schedule 4 (*Agreement Management*).

"Notice of Service Provider Proposed Variation" means a notice of a proposed variation delivered by the Service Provider to the Service Manager pursuant to Part D of Schedule 4 (*Agreement Management*).

"Notice of Variation" means a Notice of Company Proposed Variation or Notice of Required Variation or Notice of Service Provider Proposed Variation.

"Operating Lease" means the rolling stock operating lease between the Lessor and the Company dated on or about the date of this Agreement relating to the leasing of the Units by the Lessor to the Company.

"Operator" means the Company or any successor operator (including the Secretary of State) of Passenger rolling stock which becomes an operator of the Units on the Relevant Network.

"Operator's Licence" means the licence(s) to operate railway assets (passenger and non-passenger) granted in accordance with Section 8 of the Railways Act to the Operator.

"Operator's Safety Management System" means the statement of responsibilities, policies, targets and internal procedures to be approved by the Regulator as part of an application for a first, amended, or further Safety Certificate under the ROGS and

designed to achieve, amongst other things, the safe provision and operation of passenger rail services on the Relevant Network, as revised from time to time.

"ORR" means the Office of Rail and Road and includes any successor to all or any of its functions.

"Other Service Facility Condition" means, in relation to a Unit, that such Unit at the relevant time:

- (a) has had all Standard Services and all Additional Services required to be performed under this Agreement fully and properly performed on it;
- (b) is free from Faults;
- (c) has had all safety and other preparatory checks as would ordinarily be carried out in accordance with methods and practices customarily used in good and prudent railway practice, fully and properly performed on it; and
- (d) has an Aesthetic Condition Standard which is free from any damage or defect falling within Category C of Part B of Schedule 7 (other than any damage or defect which is due to any Company Employee not complying with the Maintenance Manuals) save where such non-compliance is as a result of complying with conflicting Applicable Law, Relevant Consent or Relevant Rules and Procedures.

"Outbase" means:

- (a) any berthing location constituted by platforms or carriage sidings at Aldershot, Ascot, Basingstoke, Bournemouth, Brockenhurst, Eastleigh, Fareham, Farnham, Guildford, Haslemere, Poole, Portsmouth Harbour, Portsmouth & Southsea, Reading, Southampton Central, Staines, Twickenham, Wareham, Waterloo, Weymouth, Windsor & Eton Riverside and Woking; and
- (b) (subject to the Variation Procedure) any other berthing location in relation to which the Company is granted access rights.

"Part" means, whether or not from time to time installed on any Unit and whether or not title thereto is vested in the Lessor, any component, furnishing, equipment, part or item (including a consumable) comprising part of a Unit or delivered pursuant to the Purchase Agreement or this Agreement in connection with a Unit (provided that no component, furnishing, equipment, part or item (including a consumable) shall be treated as a Part where responsibility for the maintenance of such component, furnishing, equipment, part or item (including a consumable) has been specifically allocated to the Operator by the terms of this Agreement (including Schedule 2).

"Passenger" means a member of the travelling public, a person, an item of baggage, goods or mail or any other thing carried or capable of being carried on trains.

"Passenger Service Agreement" means the agreement relating to services for the carriage of passengers by railway over the Relevant Network made between the Secretary of State and the Company dated on or about the date of this Agreement (as varied, amended and restated from time to time).

"Passenger Service Documents" means the Passenger Service Agreement, the Operator's Licence, the Track Access Agreements, the Network Code, the Station Access Agreements, the Station Access Conditions, the Station Leases, the Claims Allocation and Handling Agreement, the Company Depot Access Agreements, the Third Party Depot Access Agreements, the Depot Access Conditions, the Company Depot Lease and the Company Depot Licence.

"Passenger Timetable" means the passenger timetable of the Company in respect of the passenger service provided by the Company as in force from time to time.

"Performance Regime" means the regime relating to performance of the obligations of the Service Provider under this Agreement (including the provision of the Services) by the Service Provider under this Agreement as set out in Schedule 3 (*Performance Regime*).

"Plan of the Day" means in relation to each day during the Agreement Duration, the Passenger services scheduled to be operated on that day through specification in the Passenger Timetable or as notified by Network Rail from time to time prior to 2200 on the previous day.

"Previous Service Agreement" means (as the context requires) any of the following:

- (a) the Service Agreement dated 17 August 2017 between (1) First MTR South Western Trains Limited and (2) Siemens Mobility Limited (originally Siemens Plc);
- (b) the Service Agreement dated 2 February 2007 between (1) Stagecoach South Western Trains Limited and (2) Siemens Plc; and
- (c) any earlier service agreement entered into between Siemens Plc (or an entity within its Group) for the maintenance of the Units for the use by an operator on the Relevant Network.

"Prohibited Corruption Acts" means:

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- (a) offering, giving or agreeing to give to any director, officer, employee, representative or agent of a Public Sector Body any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement with a Public Sector Body; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Agreement with a Public Sector Body;
 - (b) entering into this Agreement with a Public Sector Body in connection with which commission has been paid or has been agreed to be paid by the relevant Party or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the other Party;
 - (c) committing any offence:
 - (i) under the Modern Slavery Act 2015; or
 - (ii) under the Bribery Act 2010; or
 - (iii) under the Criminal Finance Act 2017; or
 - (iv) under the Economic Crime and Corporate Transparency Act 2023;
 - (v) under legislation creating offences in respect of fraudulent acts; or
 - (vi) at common law in respect of fraudulent acts in relation this Agreement with a Public Sector Body; or
 - (d) defrauding or attempting to defraud or conspiring to defraud a Public Sector Body;
 - (e) without prejudice to limbs (a) to (d) above, committing any of the offences set out in Schedule 6 of the Procurement Act 2023; or
 - (f) being or becoming:
 - (i) the subject of any sanctions administered or enforced by His Majesty's Treasury (including the Sanctions and Anti-Money Laundering Act 2010), the United Nations Security Council, the United States of America Department of the Treasury and/or the European Union (collectively, "Sanctions");

- (ii) located, organised or resident in a country or territory that is the subject of Sanctions (provided that the foregoing shall not apply to individual officers or directors); or
- (iii) knowingly engaged in any dealings or transactions in any country or territory that is the subject of Sanctions.

"Project Manager" means the Lessor Employee appointed by the Lessor as its project manager or such Lessor Employee for the time being discharging the duties of that office.

"Public Sector Body" means all ministers of the crown, government departments, crown agencies and authorities, local authorities or similar public sector bodies and anybody corporate owned or controlled by any of them (including, for the avoidance of doubt, the Company).

"Purchase Agreement" means the contract between the Contractor and the Lessor dated 23 April 2001, for amongst other things, the sale of the New Trains to, and the purchase of the New Trains from the Contractor by, the Lessor.

"Rail Industry Standards" means those standards produced under the procedures set out in the RSSB Standards Manual defining functional or technical requirements that may be adopted in circumstances where management of a railway subsystem does not necessitate the use of a Railway Group Standard.

"Railway Group Standards" means those standards with which railway assets or equipment used on or as part of railway assets must conform, and operating procedures with which the operators of railway assets must comply, from time to time, including as authorised pursuant to the document known as the Railway Group Standards Code prepared in accordance with the Network licence held by Network Rail and which are established and maintained by RSSB.

"Railway Service" means the railway service provided by the Company pursuant to the Passenger Service Agreement and any further railway service operations carried out or which may be carried out in the future by the Company on the Network.

"Railways Act" means the Railways Act 1993 (as amended and/or re-enacted from time to time) and any regulations and orders made under it.

"RAMS" means reliability, availability, maintainability and safety.

"Regulator" means the Office of Rail and Road, and includes any successor to the functions of the Office of Rail and Road (or any of them).

"Redelivery Certificate" has the meaning given to that term in the Operating Lease.

"Relevant Consent" means all consents, permissions, approvals, authorisations, acceptances, certifications, licences, exemptions, filings, registrations, notarisations and other matters, official or otherwise, which are required from time to time (whether in existence on the Completion Date or which come into existence following the Completion Date) (or which would, in accordance with the standards of a reasonable and prudent person, normally be obtained) in connection with the servicing, maintaining, testing, commissioning, delivery and operation of trains on, or for use on, the Relevant Network (including advice that there is no objection to a particular proposal or that a particular proposal is not inconsistent with policy or guidelines), and the operation and occupation of the Depots or the Siemens Service Facility, of or from any Competent Authority or third party and, where a Competent Authority or third party is authorised to prohibit a proposal, the passing of the time limit for such prohibition without the proposal being prohibited, relating to the matters contemplated by this Agreement.

"Relevant Date" in relation to a Change in Law or a Change in Relevant Consent, means the date on which the relevant Applicable Law (or change in Applicable Law) or other change is enacted, receives royal assent or otherwise comes into existence irrespective of whether any provisions of that Applicable Law (or change in Applicable Law) or Relevant Consent (or Change in Relevant Consent), as appropriate, are expressed to come into effect on that date or on any date ("**Effective Date**") following the Relevant Date.

"Relevant Depots" means:

- (a) the Bournemouth Depot;
- (b) the maintenance depots at Clapham Yard, Wimbledon Park, Fratton and Salisbury, in respect of which the Company, as at the Contract Date, is the Depot Facility Owner; and
- (c) (subject to the Variation Procedure) any other maintenance depot of which the Company may become DFO at any time.

"Relevant Employee" has the meaning given in Clause 12.1.

"Relevant Network" means:

- (a) that part of the Network on which the Units are authorised to operate as listed in the relevant safety authorisation certificates as required by the ROGS and the Track Access Agreements as at the Contract Date; and
- (b) (subject to the Variation Procedure) any other part of the Network to which the Company is given access at any time.

"Relevant Person" means, in respect of either Party, each of the following:

- (a) such Party's officers, employees, agents and representatives;
- (b) any person visiting any relevant property on the instructions or under the supervision of such Party (other than a Competent Authority);
- (c) any other person appointed by such Party to perform any of its obligations under this Agreement and the officers, employees, agents, representatives and sub-contractors of any such person.

"Relevant Rules and Procedures" means all applicable Railway Group Standards, the Railways and Other Guided Transport Systems (Safety) Regulations 2006, the Railway Safety (Miscellaneous Provisions) Regulations 1997, the Fire Precautions (Sub-surface Railway Stations) Regulations 1989, the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, the Railways Act, Parts D, E, F and G of the Network Code, all instruments, regulations, requirements, rules, safety management systems and other documents contemplated by, made or entered into under or pursuant to any of them, and all other rules (whether of law, contract or otherwise) and other procedures which concern the giving of any Relevant Consent in relation to, or the acceptance or approval of the Units or the operation, servicing or maintaining of the Units on, or for use on, the Relevant Network, whether in existence on the Completion Date or which come into existence following the Completion Date which are or may become applicable, as and when they are so applicable, to this Agreement or the Units.

"Relevant Terms" has the meaning given to that term in Clause 28.1(b).

"Repair Programme" has the meaning given to that term in Clause 8.2 (*Inspection and Repair Programme*).

"Reporting Period" means a period of 28 days, provided that:

- (a) the first such period during the Agreement Duration shall exclude any days up to but not including the Completion Date;
- (b) the first and last such period in any Reporting Year may be varied by up to seven days by notice from the Secretary of State to the Company (such notice to be copied by the Company to the Service Provider);
- (c) each such period shall start on the day following the last day of the preceding such period; and
- (d) the last such period during the Agreement Duration shall end at the end of the Agreement Duration.

"Request for Information" means a request for information relating to the subject matter of this Agreement under FOIA and/or EIR (as applicable).

"Required Variation" has the meaning given to that term in Part D of Schedule 4 (*Agreement Management*).

"Return Condition" means that a Unit, Vehicle or Spare (as the case may be) is in a condition:

- (a) which complies with schedule 4, part B to the Operating Lease (other than in respect of daily interior cleaning due to be undertaken a location other than Northam Depot and periodic interior cleaning for which the Operator is responsible pursuant to Schedule 2); and
- (b) which is free and clear of all "Security Interests" and "Permitted Liens" (as defined in the Operating Lease) (other than Lessor Liens (as so defined)).

"Return Condition Certificate" means a certificate in the form of Schedule 5 (*Form of Return Condition Certificate*).

"Return Date" has the meaning given to the term "Redelivery Date" in the Operating Lease.

"RIDR" means the Railway Industry Dispute Resolution Rules.

"ROGS" means the Railways and Other Guided Transport Systems (Safety) Regulations 2006.

"RPI" means the retail prices index for the whole economy of the United Kingdom and for all items as published from time to time by the Office for National Statistics or, if such index shall cease to be published or there is a material change in the basis of the index or if, at any relevant time, there is a delay in the publication of the index, such other retail prices index as the Secretary of State may, after consultation with the Company pursuant to the Passenger Service Agreement, determine to be appropriate in the circumstances.

"RSSB" means the Rail Safety and Standards Board Limited, a company incorporated in England with registered number 04655675, or any successor body thereto.

"Rule Book" means the Network Rail Master Rule Book, maintained and issued by RSSB as amended from time to time.

"Safe Method of Working" means, in relation to the Locations specified in Schedule 17 (*Safe Method of Working*), the applicable document referenced in such Schedule and as amended from time to time.

"Safety Applications" means all applications and supporting information, assumptions and calculations, including risk analyses, prepared and provided for the purposes of the Operator's Safety Management System.

"Safety Certificate" means the first, amended, or further safety certificate to be applied for by the Company and issued by the Regulator to the Company under the ROGS.

"SAG" means Siemens AG registered in the trade register of the Berlin-Charlottenburg County Court under HRB 12300 and registered in the trade register of the Munich County Court under HRB 6684.

"SAG Support Bond" means any bond to be issued by SAG in favour of the Company in respect of the obligations of the Service Provider under this Agreement in the form set out in Schedule 13.

"Sanctions" has the meaning given to it in the definition of Prohibited Corruption Acts.

"Scheduled Expiry Date" means 01:59:59 on 26 May 2030.

"Secretary of State" means the Secretary of State for Transport, or any successor to all or part of their functions in relation to the operation of the railways.

"Security Interest" means:

- (a) any right of ownership, lien, mortgage, charge, pledge, hypothecation, attachment, security interest, assignment by way of security, right of possession, right of detention, right of set-off or other encumbrance; or
- (b) any other preferential arrangement resulting in a secured transaction or having the same economic or legal effect as any of the foregoing; or
- (c) any agreement to give any of the foregoing; or
- (d) any arrangement to prefer one creditor over another creditor;
- (e) the interest of a vendor or lessor under any conditional sale agreement, lease, hire purchase agreement or other title retention arrangement; or
- (f) any interest described in (a) to (e) above over any interest described in (a) to (e) above.

"Service Documentation" means all information whether on paper or in electronic format or in any other form which is prepared by or on behalf of the Service Provider in accordance with or in relation to this Agreement, including without limitation the documentation referred to in Clause 7.10(a).

"Service Losses" comprise the aggregate amount of such costs, losses, expenses, fees and damages as:

- (a) the Company shall certify (accompanied by reasonably detailed supporting written evidence) that it has incurred as a direct result of a Service Provider Event of Default or the total or partial termination of this Agreement; and
- (b) fall into any one or more of the following categories of costs, losses, expenses and damages:
 - (i) costs of providing the Railway Service using alternative trains or vehicles;
 - (ii) costs associated with the inability of the Company to obtain substitute trains or vehicles;
 - (iii) the costs of completing outstanding work of the Service Provider;
 - (iv) the additional costs of maintenance being performed by the Company;
 - (v) any additional staffing or personnel costs;
 - (vi) the costs incurred as a result of any breach of the Operating Lease or the termination of the Operating Lease;
 - (vii) the costs of paying rental under the Operating Lease whilst the Company is unable to run the Units;
 - (viii) reprogramming costs, retraining costs;
 - (ix) re-tendering costs;
 - (x) additional running, stabling and Depot costs;
 - (xi) interim emergency measures;
 - (xii) administrative costs;
 - (xiii) any fine, penalty or cost payable by the Company as a result of a breach of the Passenger Service Agreement by the Company and any losses resulting from termination of the Passenger Service Agreement;
 - (xiv) the costs of any other penalty imposed by any other Competent Authority;
 - (xv) amounts payable to Network Rail under the Track Access Agreements or otherwise;

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- (xvi) re-diagramming costs; and
 - (xvii) legal and other professional fees in respect of any of the aforementioned Service Losses.

"Service Manager" means the Company Employee appointed by the Company as its service manager or such Company Employee for the time being discharging the duties of that office.

"Service Payment" means any Standard Service Payment or Additional Service Payment.

"Service Provider Controller" has the meaning given to that term in Clause 10.13 (*Access to Control Centre*).

"Service Provider Event of Default" means any of the events listed in Clauses 19.1 (*Service Provider Events of Default*).

"Service Provider Proposed Variation" has the meaning given to that term in Part D of Schedule 4 (*Agreement Management*).

"Service Provider DfT Direct Agreement" means the umbrella direct agreement made between the Service Provider and the Secretary of State on or about 18 August 2017, including any deed of accession thereto.

"Service Provider Party" means the Service Provider, SAG and the Sub-Contractors.

"Service Review Meeting" has the meaning given to that term in Part C of Schedule 4 (*Agreement Management*).

"Services" means the Standard Services and any Additional Services.

"SFO" or "Station Facility Owner" means a Station facility owner being either a tenant under a lease from Network Rail or Network Rail itself.

"Siemens Service Facility Condition" means, in relation to a Unit, that such Unit at the relevant time:

- (a) has had all Standard Services and all Additional Services required to be performed under this Agreement fully and properly performed on it;
- (b) is free from Faults;
- (c) has had all safety and other preparatory checks as would ordinarily be carried out in accordance with methods and practices customarily used in good and prudent railway practice, fully and properly performed on it; and

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- (d) has an Aesthetic Condition Standard which is free from any damage or defect falling within category B or category C of Part B of Schedule 7 (other than any damage or defect which is due to any Company Employee not complying with the Maintenance Manuals save where such non-compliance is as a result of complying with any conflicting Applicable Law, Relevant Consent or Relevant Rules and Procedures).

"Siemens Service Facility" means:

- (a) if made available in accordance with Clause 10.12(f) the Bournemouth Depot or other facilities made available in accordance with Clause 10.12(f); or
- (b) any facility made available by the Service Provider at any time.

"Software" means the executable object code version of software relating to equipment installed on the Units, which is supplied in machine readable form and already loaded upon the relevant piece of equipment or computer system to which it relates.

"Spare Parts Catalogue" means the spare parts catalogue to be provided by the Service Provider to the Company within 5 days after the Contract Date.

"Spares" means the spare Parts for any Unit or Vehicle as set out in Schedule 15 (*Spares*) as replaced and replenished from time to time by the Service Provider under this Agreement.

"Specification" means the specification of the Units as set out in Part 1 of Schedule 1 of the Purchase Agreement as developed in accordance with the Purchase Agreement, this Agreement, and each Previous Service Agreement.

"Standard Service Payments" means the amounts payable by the Company to the Service Provider in respect of the Standard Services.

"Standard Services" means the services, work and activities, details of which are set out in Part A of Schedule 2 (*Services*).

"Stations" means:

- (a) the stations listed in Part A of Schedule 12 (*Stations*);
- (b) the stations listed in Part B of Schedule 12 (*Stations*); and
- (c) (subject to the Variation Procedure) any other station to which the Company may be given access pursuant to a station lease or a station access agreement,

"Station Access Agreements" means each of the regulated access agreements under which the Company has obtained permission from an SFO to use a Station listed in Part B of Schedule 12 (*Stations*).

"Station Access Conditions" means the station access conditions which are incorporated into each Station Access Agreement.

"Station Lease" means a lease of any of the Stations listed in Part A of Schedule 12 (*Stations*) granted by Network Rail to the Company.

"Station Letting Conditions" means the station letting conditions which are incorporated into each Station Lease.

"Sub-Contract" means any sub-contract entered into by the Service Provider with a sub-contractor in connection with this Agreement.

"Sub-Contractor" means any Party to a Sub-Contract (other than the Service Provider).

"Sublessee" means any legal entity which is (a) a legal entity established and existing under the laws of England & Wales or Scotland and resident for tax purposes in the United Kingdom and (b) the holder of a passenger licence (as defined in section 83(1) of the Railways Act).

"Taxation" means any form of taxation, levy, charge, duty or impost whenever created, imposed, levied or deducted, whether of the United Kingdom or elsewhere and includes (without limitation):

- (a) any charge, tax, duty or levy on or in respect of income, profits or gains or providing for any charge or liability to income tax, profits tax, corporation tax, advance corporation tax, capital gains tax, Value Added Tax, customs and other import duties, excise duty, stamp duty, stamp duty reserve tax, capital duty, capital transfer tax, inheritance tax, national insurance or social security contributions, registration fees and payments, all other similar liabilities in any part of the world and generally any tax, duty, impost, levy or rate or any amount payable to the revenue, customs, fiscal or governmental authorities, whether of the United Kingdom or elsewhere; and
- (b) all costs, expenses, penalties, fines, charges and interest payments incidental to any Taxation and any payment made or liability incurred under any settlement of any claim for Taxation,

and **"Tax"** and **"Taxable"** (and other cognate expressions) shall be construed accordingly.

"Technical Records" has the meaning given to that term in the Operating Lease.

"TESCO" means:

- (a) Atkinsréalis Rail & Transit Limited (company number 03062722); and
- (b) Atkinsréalis Rail Limited (company number 1026689);

"Third Party Beneficiary" means each person listed in Part A of Schedule 11 (*Depots and Outbases*) in relation to each Relevant Depot.

"Third Party Depot" means any maintenance depot (other than a Siemens Service Facility or the Relevant Depots) in respect of which the Company may become the beneficiary pursuant to a Depot Access Agreement.

"Third Party Depot Access Agreements" means those regulated access agreements (regulated in accordance with the Railways Act) under which the Company, as beneficiary, is given access to the Third Party Depots, and which are listed in Part C of Schedule 11 (*Depots and Outbases*).

"Third Party DFO" means each person listed in Part C of Schedule 11 (*Depots and Outbases*) as a DFO in relation to a Third Party Depot.

"TOPS" means the suite of operational systems owned by Network Rail and used to monitor the planned movement of trains and the maintenance and state of repair of those trains.

"Track Access Agreements" means those agreements entered into between Network Rail and the Operator, including the Network Code and other documents incorporated by reference therein, including the Applicable Rules of the Route and the Applicable Rules of the Plan.

"Track Access Charges" means the charges payable by the Company to Network Rail under the Track Access Agreements.

"Train Driver" means any appropriately qualified Company Employee employed to carry out duties consistent with the safe running of the Units in Passenger service, and/or the shunting, test running or movement of Units whether or not in Passenger service.

"Train Planner" means an employee of the Company, who holds certain responsibilities for Train Planning.

"Train Planning" means the process of:

- (a) allocating Units to Diagrams at the start of the day;
- (b) swapping Units between Diagrams during the day; and

- (c) reacting to incidents occurring during the day which disrupt the operation of the Passenger Timetable,

with the objective of ensuring that:

- (i) a Unit of the correct type is allocated to every Diagram Leg; and
- (ii) Units return to the correct Depot at the optimum time for maintenance and cleaning purposes.

"Train Plan Parameters" means the parameters described in Schedule 6 (*Train Plan Parameters*).

"TRUST" means an operational system owned by Network Rail for recording train running performance and comparing it with planned performance as monitored by TOPS.

"Unbudgeted Additional Service" means any Additional Service which is not a Budgeted Additional Service.

"Unit Cancellation" means any failure of a Unit to stop at a station or any Cancellation of a Diagram Leg (Passenger) formed by a Unit provided that, for the purposes of the Performance Regime including, without limitation, in assessing whether a

(each as defined in paragraph 6.1 of Schedule 3) has occurred, in relation to any one Diagram, a maximum of 1 Unit Cancellations shall be counted for that Diagram.

"Unit Delay" means:

- (a) a Unit Delay (3 Minutes Late); or
- (b) a Unit Delay (15 Minutes Late).

"Unit Delay (3 Minutes Late)" means any instance where the aggregate number of Minutes Late on a Diagram Leg (Passenger) formed by any Unit is 3 or more but less than 15 at any Monitoring Point.

"Unit Delay (15 Minutes Late)" means any instance where the aggregate number of Minutes Late on a Diagram Leg (Passenger) formed by any Unit is 15 or more at any Monitoring Point.

"Unit Facility Failure" means, the occurrence on any day or, if occurring on a previous day, the continuance, of any of the following:

- (a) in any toilet facility on a Unit any:
 - (i) loss of flush facility;

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- (ii) loss of waste disposal facility;
 - (iii) loss of hand wash water supply;
 - (iv) leakage of water from mechanism or tank;
 - (v) door or door lock inoperative; or
 - (vi) toilet seat broken or missing.
- (b) in any vehicle within a Unit any:
- (i) loss of capability to keep the Passenger saloon at 21°C subject to a range of $\pm 2^{\circ}\text{C}$ unless the external temperature is in excess of 28°C or less than -6°C in which case the permitted deviance of +2°C shall increase by the number of degrees by which the external temperature exceeds 28°C or the permitted deviance of -2°C shall decrease by the number of degrees by which the external temperature is lower than -6°C; or
 - (ii) loss of capability to keep the Train Driver's cab at 21°C subject to a range of $\pm 2^{\circ}\text{C}$ unless the external temperature is in excess of 28°C or less than -6°C in which case the permitted deviance of +2°C shall increase by the number of degrees by which the external temperature exceeds 28°C or the permitted deviance of -2°C shall decrease by the number of degrees by which the external temperature is lower than -6°C;
 - (iii) loss of capability to provide the saloon air flows prescribed in the relevant provision of the DS (as defined in the Purchase Agreement);
 - (iv) loss of capability to provide the cab airflows prescribed in the relevant provision of the DS (as defined in the Purchase Agreement);
- (c) in any Unit any:
- (i) loss of broadcast facility in any vehicle;
 - (ii) loss of on-board Inter-Vehicle crew communications;
 - (iii) loss of passenger display; or
 - (iv) loss of CCTV facility provided that the failure of the system to transmit CCTV images to the train manager's office, shall not in itself amount to a "loss of CCTV facility";
- (d) loss of use of one or more exterior or interior doors on a Unit.

"Unit Short Formation" means:

- (a) where a Diagram requires a train comprised of 12 Vehicles, the provision of a train with 8, 9 or 10 Vehicles (which shall count as one Unit Short Formation), or 4 or 5 Vehicles (which shall count as two Unit Short Formations); or
- (b) where a Diagram requires a train comprised of 8 Vehicles, the provision of a train with 4 or 5 Vehicles (which shall count as one Unit Short Formation); or
- (c) where a Diagram requires a train comprised of 10 Vehicles, the provision of a train with 5, 8 or 9 Vehicles (which shall count as one Unit Short Formation) or 4 Vehicles (which shall count as two Unit Short Formations).

"Units" means, collectively, the Class 444 Units and the Class 450 Units, but excluding any such multiple unit which suffers an Event of Loss, and **"Unit"** shall mean any one of them.

"Value Added Tax" and **"VAT"** mean value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto or in replacement thereof or in any primary or subordinate legislation promulgated by the European Union or any body or agency thereof and any tax replacing the same.

"Variation" means any Company Proposed Variation, Required Variation or Service Provider Proposed Variation.

"Variation Meeting" has the meaning given to that term in Part C of Schedule 4 (*Agreement Management*).

"Variation Order" means an order issued by the Service Manager pursuant to Part D of Schedule 4 (*Agreement Management*) in the form set out in Schedule 18 (*Form of Variation Order*).

"Variation Procedure" means the procedure for making variations set out in Part D of Schedule 4 (*Agreement Management*).

"Vehicle" means a single item of rolling stock (a locomotive or coach, with or without a cab) which, when coupled together with other Vehicles, forms, or is to form, part of a Unit.

"Vehicle Acceptance Body" or **"VAB"** means a body recognised, in relation to the acceptance of vehicles, by RSSB.

"Working Day" means any day but excluding Saturdays, Sundays, English bank holidays and public holidays and each Working Day shall be deemed to commence at 2.00 a.m. and end at 1.59 a.m. on the following calendar day.

"year" means a calendar year.

1.2 Interpretation

In this Agreement, a reference to:

- (a) a "**subsidiary**" or "**holding company**" is to be construed in accordance with section 1159 of the Companies Act 2006;
- (b) a document in the "**agreed form**" is a reference to a document in a form approved and for the purposes of identification signed by or on behalf of each party;
- (c) unless otherwise indicated, a statutory provision, bye-law, regulation, rule, standard (including, without limitation, a Railway Group Standard), delegated or subordinate legislation or order includes a reference to the statutory provision, bye-law, regulation, rule, standard, delegated or subordinate legislation or order as amended, replaced, modified or re-enacted from time to time, whether before or after the date of this Agreement;
- (d) a **person** includes a reference to a body corporate, individual, firm, association or partnership, government agency, committee, department, authority or other body, incorporated or unincorporated and whether or not having separate legal personality;
- (e) a **person** (including the Service Provider and the Company) includes a reference to that person's legal personal representatives, successors and lawful permitted assigns and transferees;
- (f) a **Clause, Appendix or Schedule**, unless the context otherwise requires, is a reference to a Clause of or Appendix or Schedule to this Agreement;
- (g) unless otherwise indicated, a **document**, including this Agreement, is a reference to that document as from time to time supplemented, novated, replaced or varied whether before or after the date of this Agreement;
- (h) the **Service Manager** or a **Train Driver** is to be construed as a reference to the Company acting through the Service Manager or a Train Driver, as the case may be except, in the case of a Train Driver, where the Train Driver is acting as an associate of the Service Provider (in its capacity as a DFO at a Siemens Service Facility) or on the instructions of the Service Provider at the relevant time in which case the actions of the Train Driver at that time will be deemed to be those of the Service Provider;
- (i) a word denoting the **singular** shall include the plural, and vice versa;

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- (j) the **masculine** shall include a reference to the feminine and neuter, the **feminine** shall include a reference to the masculine and neuter and **neuter** shall include a reference to the masculine and feminine, as appropriate;
 - (k) **the Agreement** or **this Agreement** shall include a reference to the recitals, the Schedules and Appendices to this Agreement;
 - (l) unless otherwise indicated, a **Relevant Consent** is to that Relevant Consent as amended, modified, supplemented or replaced from time to time, and to any proper order, instruction, requirement or decision of any competent authority given, made or issued under it; and
 - (m) a time of day shall be a reference to London time.

1.3 Headings

The headings and sub-headings in this Agreement do not affect its interpretation.

1.4 Sub-Contractor compliance

Where any provision of this Agreement requires the Service Provider to procure that its Sub-Contractors comply with a particular obligation, such requirement shall be construed as follows:

- (a) in the case of any Sub-Contractor which is SAG or a subsidiary of SAG, an absolute obligation to procure such compliance; and
- (b) in the case of any other Sub-Contractor, an obligation to use all reasonable endeavours to procure such compliance.

1.5 Delegation

Without in any way derogating from, or limiting, the Service Provider's obligations under this Agreement, the Service Provider shall be entitled to delegate the performance of its obligations under this Agreement in whole or in part to any subsidiary or holding company of the Service Provider. Notwithstanding this, or any other, appointment of a delegate, or agent, the Service Provider remains fully liable, as principal, under this Agreement and will obtain no relief for any failure, on the part of any such delegate or agent, to perform under this Agreement.

2 CONDITIONS PRECEDENT

2.1 Conditions

Except as provided in Clause 2.6 (*Provisions having immediate effect*), the obligations of the Parties to this Agreement are conditional on the following:

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- (a) receipt by the Company, in a form satisfactory to it, of each of the following (unless waived or deferred by the Company) on or before the Due Completion Date:
- (i) [not used]
 - (ii) [not used]
 - (iii) evidence of the signing authority of the signatory of the SAG Support Bond.
- (b) receipt by the Service Provider in a form satisfactory to it of each of the following (unless waived or deferred by the Service Provider) on or before the Due Completion Date:
- (i) certified copies of the memorandum and articles of association or equivalent constitutional documents for the Company in the agreed form;
 - (ii) a certified copy in the agreed form of a resolution of the board of directors of the Company approving the terms of, and the transactions contemplated by, this Agreement and all other documents to be delivered by the Company under this Agreement and any other agreement contemplated by this Agreement to which it is a party and authorising a specified person or persons to approve amendments to, and execute, those documents;
 - (iii) a certificate certified by an authorised officer of the Company setting out the names and signatures of those authorised to sign the documents mentioned in Clause 2.1(b)(ii) above on behalf of the Company; and
- (c) the execution by the Company and the Lessor of the Operating Lease.
- (d) the satisfaction or waiver by the Parties to this Agreement of each of the conditions listed as conditions precedent to the Operating Lease (other than any condition referring to execution of this Agreement).

2.2 Non-fulfilment of conditions

If any of the conditions set out in Clause 2.1 are not satisfied on or before the Due Completion Date, then the Company (in the case of Clause 2.1(a)) or the Service Provider (in the case of Clause 2.1(b)) or (in any other case) either Party may, acting in its reasonable discretion, by notice in writing to the Service Provider or the Company (as appropriate):

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- (a) (other than the conditions set out in Clause 2.1(c) and (d)) waive or defer the satisfaction of the condition, with or without conditions; or
 - (b) postpone the Due Completion Date to a date set out in the notice; or
 - (c) require the Service Provider or the Company, as the case may be, to resolve the matter, if non-satisfaction of the condition is caused as a result of the Service Provider's or the Company's action or inaction (as appropriate);
 - (d) the Parties shall consult with one another for a period of not less than seven days but not more than ten days with a view to resolving the matter, both Parties acting reasonably and in good faith; and
 - (e) if no resolution is agreed upon within such period on terms acceptable to the Company, or as the case may be, the Service Provider, the Company or the Service Provider (as appropriate) may terminate this Agreement (in which event this Agreement shall terminate on the date specified in the notice), in which case Clause 2.5 (*Consequences of termination*) shall apply.

2.3 Status

- (a) The Service Provider will confirm to the Company in writing:
 - (i) the status of any condition set out in Clause 2.1(a) as soon as reasonably practicable after receipt of a request from the Company; and
 - (ii) if at any time it becomes aware of any matter that might prevent or delay a condition in Clause 2.1 from being satisfied, it shall inform the Company as soon as is reasonably practicable; and
 - (iii) that the conditions set out in Clause 2.1(b), Clause 2.1(c) and Clause 2.1(d) have been satisfied, immediately on satisfaction.
- (b) The Company will confirm to the Service Provider in writing:
 - (i) the status of any condition set out in Clause 2.1(b), Clause 2.1(c) and Clause 2.1(d), as soon as reasonably practicable after receipt of a request from the Service Provider; and
 - (ii) if at any time it becomes aware of any matter that might prevent or delay a condition in Clause 2.1 from being satisfied, it shall inform the Service Provider as soon as is reasonably practicable; and
 - (iii) that the conditions set out in Clause 2.1(a), Clause 2.1(c) and Clause 2.1(d) have been satisfied, immediately on satisfaction.

2.4 Postponement

If the Company or, as the case may be, the Service Provider postpones the Due Completion Date to another date in accordance with Clause 2.2(b) (*Non-fulfilment of conditions*), the provisions of this Agreement shall apply as if that other date is the Due Completion Date.

2.5 Consequences of termination

If the Company or, as the case may be, the Service Provider terminates this Agreement pursuant to Clause 2.2(c), each Party's further rights and obligations in relation to this Agreement shall cease immediately on termination (other than as set out in Clauses 15 (*Payment*), 22 (*Service Provider Indemnities*), 23 (*Service Provider Claims*), 24 (*Limitations on Liability*), 25 (*Further indemnity provisions*), 26 (*Advertising and confidentiality*), 27 (*Corrupt gifts, commission and reputation*), 35 (*Language*), 41.5 (*Contracts (Rights of Third Parties) Act 1999*), 38 (*Notices*), 39 (*Dispute Resolution*) and 42 (*Governing Law and Jurisdiction*), but:

- (a) such termination will not affect a Party's accrued rights and obligations at the date of termination; and
- (b) each Party shall bear its own internal and external costs in connection with the negotiation of this Agreement and its preliminary work relating to its obligations under this Agreement (including the Services).

2.6 Provisions having immediate effect

Clauses 1 (*Definitions and Interpretation*), 2 (*Conditions precedent*), 16 (*Force Majeure*), 26 (*Advertising and Confidentiality*), 27 (*Corrupt Gifts, Commission and Reputation*), 30 (*Survival*), 33 (*Cumulative Rights and Further Assurance*), 34 (*Waiver*), 35 (*Language*), 36 (*Entire Agreement etc.*), 37 (*Severability and Illegality*), 38 (*Notices*), 39 (*Dispute Resolution*), 42 (*Governing Law and Jurisdiction*) and 44 (*Counterparts*) shall have effect immediately upon execution of this Agreement.

3 REPRESENTATIONS AND WARRANTIES

3.1 Service Provider's representations and warranties

The Service Provider represents and warrants to the Company (without prejudice to any other express warranties) that:

- (a) it is validly incorporated;

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- (b) it has the power, capacity and legal right to execute this Agreement and related agreements and perform its obligations and exercise its rights under each of them, and each such agreement constitutes its legal, valid and binding obligation;
 - (c) the information on the board of directors of the Service Provider in Schedule 1 (*Parties*) is true, accurate and complete and that no offer or other arrangement by which any alteration to the constitution of the board of directors of the Service Provider may take effect is outstanding;
 - (d) the copy of the memorandum and articles of association and any other constitutional documents of each Service Provider Party in the agreed form and certified by the company secretary of each Service Provider Party and delivered to the Company under Clause 2.1(a)(i) (*Conditions*) is true, accurate and complete and that no proposals are outstanding to amend those documents;
 - (e) the Service Provider is not in breach of any of the terms of this Agreement or any other related agreement to an extent which would materially adversely affect the Service Provider's ability to perform its obligations under this Agreement; and
 - (f) the entering into or performance of its obligations or exercising of its rights under this Agreement or related agreements will not be in breach of, or cause to be breached, any restriction (whether arising in contract or otherwise) binding on the Service Provider or any Service Provider Party or any of their respective assets or undertakings which would materially adversely affect the Service Provider's ability to perform its obligations under this Agreement;
 - (g) to the best of the Service Provider's knowledge, information and belief:
 - (i) no material matter exists which might give rise to a civil, criminal, arbitration, administrative or other proceeding in any jurisdiction involving the Service Provider;
 - (ii) there is no material outstanding order, decree, arbitral award or decision of a court, tribunal, arbitrator or governmental agency in any jurisdiction against the Service Provider; and
 - (iii) no material civil, criminal, arbitration, administration or other proceeding in any jurisdiction is pending or threatened by or against the Service Provider,

which in any such case would affect its capacity to fulfil its obligations under this Agreement and/or any related agreement to which it is a party.

3.2 The Company's representations and warranties

The Company represents and warrants to the Service Provider (without prejudice to any other express warranties) that:

- (a) it is validly incorporated;
- (b) it has the power, capacity and legal right to execute this Agreement and related agreements and perform its obligations and exercise its rights under each of them, and each such agreement constitutes its legal, valid and binding obligation;
- (c) the copy of the memorandum and articles of association and any other constitutional documents of the Company in the agreed form and certified by the company secretary of the Company and delivered to the Service Provider under Clause 2.1(b)(i) (*Conditions*) is true, accurate and complete and that no proposals are outstanding to amend those documents;
- (d) the Company is not in breach of any of the terms of this Agreement or any other related agreement to an extent which would materially adversely affect the Company's ability to perform its obligations under this Agreement; and
- (e) the entering into or performance of its obligations or exercising of its rights under this Agreement or related agreements will not be in breach of, or cause to be breached, any restriction (whether arising in contract or otherwise) binding on the Company or any of its assets or undertakings which would materially adversely affect the Company's ability to perform its obligations under this Agreement;
- (f) to the best of the Company's knowledge, information and belief:
 - (i) no material matter exists which might give rise to a civil, criminal, arbitration, administrative or other proceeding in any jurisdiction involving the Company;
 - (ii) there is no material outstanding order, decree, arbitral award or decision of a court, tribunal, arbitrator or governmental agency in any jurisdiction against the Company; and
 - (iii) no material civil, criminal, arbitration, administration or other proceeding in any jurisdiction is pending or threatened by or against the Company, which in any such case would affect its capacity to fulfil its obligations under this Agreement and/or any related agreement to which it is a party.

3.3 Representations Continuing

Each of the representations and warranties in this Clause 3 shall be continuing and in the case of the representations and warranties in Clauses 3.1(a), (b), (e) and (f) and Clauses 3.2(a), (b), (d) and (e) shall be deemed to be repeated on each day throughout the Agreement Duration.

4 AGREEMENT DURATION

4.1 Agreement Duration

This Agreement shall continue for the Agreement Duration, unless terminated before the Scheduled Expiry Date under (but only under) Clause 2.2(c) (*Non-fulfilment of conditions*), Clause 16 (*Force Majeure*), Clause 18 (*Early Termination*), Clause 19 (*Service Provider Default*), Clause 20 (*Company Default*) or Clause 37 (*Severability and Illegality*).

5 INSPECTIONS BY SERVICE PROVIDER

5.1 Service Provider's acknowledgement

- (a) The Service Provider shall, prior to the Completion Date, be deemed to have:
 - (i) inspected and examined any Location of which the Service Provider will require use in order to carry out its obligations under this Agreement and the surrounds of any such Location;
 - (ii) satisfied itself as to the nature of the climatic and general conditions of any Location of which the Service Provider will require use in order to carry out its obligations under this Agreement (including its ground conditions), the arrangements for the provision of utilities, pipes and cables in, on or over the ground, the form and nature of any such Location of which the Service Provider will require use in order to carry out its obligations under this Agreement, the risk of injury or damage to property adjacent to any such Location and to occupiers of that property, the nature of the work, and materials necessary for the performance of its obligations under this Agreement (including its obligation to provide the Services as required by the provisions of this Agreement);
 - (iii) satisfied itself as to the means of communication with, and access to and through, any Location of which the Service Provider will require use in order to carry out its obligations under this Agreement and the surrounds of any such Location, the accommodation it may require, the possibility of interference by any third party including Network Rail, any DFO, SFO,

third party train operating company, or train leasing company who will also have access to or use of any Location of which the Service Provider will require use in order to carry out its obligations under this Agreement and the surrounds of any such Location, the precautions and the times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to any third party;

- (iv) without prejudice to Clause 16 (*Force Majeure*) and the Variation Procedure, obtained for itself all necessary information as to risk, contingencies and all other circumstances which may influence or affect the level of Service Payments and the Service Provider's obligations under this Agreement (including its obligation to provide the Services as required by the provisions of this Agreement) and satisfied itself as to the interpretation of all such information for the purposes of this Agreement (for which information and interpretation the Company shall have no responsibility whatever); and
- (v) satisfied itself as to the accuracy (or otherwise) of all information provided by any relevant third party in relation to any Location, including Network Rail, any DFO and SFO (for which information the Company shall have no responsibility whatever).

- (b) The Service Provider shall not be entitled to raise any requisitions or enquiries on any Location after the Contract Date.

5.2 Documentation and Depots

- (a) The Service Provider shall be deemed, prior to the Contract Date, to have inspected, understood, satisfied itself as to the existence, contents and implications and be aware of all provisions as at the Contract Date of the most recent versions of the following documents as supplied to the Service Provider by the Company within 5 days after the Contract Date:
 - (i) the Station Access Agreements and the Station Access Conditions;
 - (ii) the Track Access Agreements and the Network Code;
 - (iii) the Operator's Licence;
 - (iv) the Station Leases;
 - (v) the Company Depot Lease and the Company Depot Licence;
 - (vi) the CDAA's, the Third Party Depot Access Agreements and the Depot Access Conditions; and

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- (vii) the Operating Lease (other than Schedule 10 thereof); and
 - (viii) the Operator's Safety Management System and Railway Group Standards.

- (b) The Service Provider shall be deemed, prior to the Contract Date, to have satisfied itself as to the state of repair and the general condition of the Depots.

5.3 The Company represents and warrants to the Service Provider that, as at the Contract Date and to the best of the Company's knowledge, information and belief, the copies of the documents listed in Clause 5.2(a) (*Documentation and Depots*) delivered to the Service Provider on or before the Contract Date are true, accurate and complete.

5.4 No Claim

Unless permitted by Clause 23 (*Service Provider Claims*), no claim by the Service Provider for additional payment or any extension of time shall be allowed on the grounds:

- (a) of any misunderstanding or misapprehension in respect of the matters referred to in Clause 5.1 (*Service Provider's acknowledgement*) or Clause 5.2 (*Documentation*);
- (b) that incorrect or insufficient information was given to the Service Provider by any person whether or not in the employ of the Company unless:
 - (i) the information was given by the Company or a Company Employee and a competent contractor would not have reasonably determined that such information was incorrect or insufficient; or
 - (ii) such information was provided under Clause 5.2 (*Documentation and Depots*);
- (c) that the Service Provider failed to obtain correct and sufficient information on any change of which it is aware or ought to have been aware after the date of this Agreement in any of the matters mentioned in Clause 5.1 (*Service Provider's acknowledgement*) or (subject to the Company complying with its obligations under Clause 5.6 (*Amendments*)) Clause 5.2 (*Documentation and Depots*).

5.5 No relief

Unless permitted by Clause 23 (*Service Provider Claims*), the Service Provider shall not be relieved from any risk or obligation imposed on or undertaken by it under this Agreement on any ground mentioned in Clause 5.4 (No claim).

5.6 Amendments

- (a) Notwithstanding the provisions of Clause 1.2(g) (*Interpretation*):
- (i) if any amendment, supplement, novation, replacement or variation is made to any of the documents listed in Clause 5.2(a) (*Documentation and Depots*) after the Contract Date;
 - (ii) the effect of such amendment, supplement, novation, replacement or variation is that the Service Provider's compliance with any of its obligations under this Agreement is more onerous than it would have been without the same; and
 - (iii) such amendment, supplement, novation, replacement or variation, or the making more onerous of the Service Provider's obligations has not been caused by any breach of this Agreement by the Service Provider,

the Variation Procedure shall apply unless such novation or replacement is made pursuant to any DfT Direct Agreement. If the Variation Procedure applies each party shall act in good faith and use its reasonable endeavours to agree any Variation under such Variation Procedure.

- (b) The Company shall promptly notify the Service Provider of any amendment, supplement, novation, replacement or variation to which the Variation Procedure applies in accordance with paragraph (a) above and, to the extent that the Service Provider's compliance with any of its obligations under this Agreement is made more onerous, the Service Provider shall be relieved from such compliance to the extent such compliance is made more onerous pending the operation of the Variation Procedure.

6 CONTRACT MANAGEMENT AND MISCELLANEOUS

6.1 Incorporation of Schedule 4

Schedule 4 (*Agreement Management*) shall have effect, and each of the Company and the Service Provider will comply with all of its respective obligations set out in Schedule 4 (*Agreement Management*).

6.2 Obligations cumulative

Each of the Service Provider's and the Company's obligations in Schedule 4 (*Agreement Management*) are in addition to, and shall not limit, its other obligations under this Agreement. Satisfactory performance of its obligations under Schedule 4 (*Agreement Management*) or any of them shall not discharge the Service Provider or, as the case

may be, the Company from any failure to perform its other obligations under this Agreement.

6.3 Service Provider's obligations not affected

Without prejudice to the Service Provider's rights under Clause 20 (*Company Default*) no act of, or omission by, the Service Manager in performing any of his duties under and in accordance with this Agreement shall operate to relieve the Service Provider of any of the duties, responsibilities, obligations or liabilities imposed on the Service Provider by any of the provisions of this Agreement.

6.4 Exercise of Contract Manager's and Service Manager's rights

Wherever in this Agreement the Contract Manager or the Service Manager is required to make any determination or to exercise his discretion by the giving of decisions, opinions or consents or to express satisfaction or approval or otherwise take any action, the Contract Manager or the Service Manager shall exercise such discretion fairly and reasonably within the terms of this Agreement (save where this Agreement expressly states that he is to have absolute discretion), and having regard to all the circumstances.

6.5 Effect of approvals etc

Any approval, consent or certificate given or issued by the Company, the Service Manager or any other Company Employee (or agent of any of them) under and in accordance with this Agreement shall take effect in accordance with its terms but shall not relieve the Service Provider from any liability to the Company arising out of, or connected with, the performance or non-performance of the Service Provider's obligations under this Agreement, except that the issue of an approval, consent or certificate shall constitute discharge by the Service Provider of its obligation to obtain such approval, consent or certificate.

6.6 Third Party Instructions

Notwithstanding any other provision of this Agreement, the Service Provider undertakes that it shall not accept any instructions from Network Rail, the Secretary of State, the Regulator or any other Competent Authority which, if implemented, could cause a Variation to the Services or to any other provision of this Agreement in accordance with the Variation Procedure unless:

- (a) the Service Manager has given his prior written consent (not to be unreasonably withheld or delayed); or

- (b) the acceptance of instructions is required by the provisions of any Applicable Law, in which case the Service Provider undertakes to give notice to the Company of the acceptance of instructions as soon as is reasonably practicable.

6.7 Prior notice of certain matters

- (a) The Service Manager may (or, if the Service Manager receives notification of any safety related issue from Network Rail or any Competent Authority relating to the Relevant Network or the Units, shall) give reasonable prior notice in writing giving a reasonable amount of detail or attaching a copy of such notification, as appropriate (except in cases of emergency when shorter, oral notice may be given but which shall be confirmed in writing as soon as reasonably practicable thereafter) from time to time requiring the Service Provider to:
 - (i) remove from any Location, or otherwise withdraw from service, within such time or times as may be specified in the notice, any materials, equipment or other item supplied by or on behalf of the Service Provider which is or are Faulty;
 - (ii) substitute proper and suitable materials or equipment in replacement for the equipment and materials removed or withdrawn under Clause 6.7(a)(i);
 - (iii) without delay make good any:
 - (A) work done, plant or equipment or materials used by the Service Provider or any Sub-Contractor in the performance of its obligations under this Agreement; or
 - (B) design by the Service Provider for which it is responsible under this Agreement,
 which is Faulty; and/or
 - (iv) re-execute, in accordance with Clause 6.7(d) and notwithstanding any previous tests and/or payments in respect thereof, any work done which in respect of materials or workmanship or design by the Service Provider for which it is responsible is Faulty.
- (b) The Service Provider shall notify the Company forthwith in writing if:
 - (i) it receives notification of any safety related issue from Network Rail or any Competent Authority relating to the Relevant Network or the Units;
 - (ii) Not used; or
 - (iii) Not used.

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- (c) Without prejudice to the Performance Regime and its obligations under this Agreement (including without limitation its obligation to provide the Services generally), the Service Provider shall, if required by the Service Manager in writing, (except in cases of emergency when shorter, oral notice may be given but which shall be confirmed in writing as soon as reasonably practicable thereafter) investigate, search for and report on the cause of any Fault in the Units or the plant, facilities and equipment used by the Service Provider in the performance of its obligations under this Agreement (including the provision of the Services).
 - (d) All Faults detected in accordance with paragraphs (a) - (c) shall be remedied and the costs of such remedy allocated in accordance with this Agreement and the Service Provider shall report on all such remedies to the Company.

6.8 Repair of Faults etc

- (a) Without prejudice to Clause 6.7 (*Prior notice of certain matters*), the Service Provider shall execute or procure the execution of all work of repair, amendment and rectification and making good of all Faults. All such repair, amendment and rectification and making good of Faults shall be carried out by the Service Provider and the costs of such carrying out allocated in accordance with this Agreement. The Service Provider shall not be excused from its any of its obligations under this Agreement by reason of a breach of the Purchase Agreement by the Contractor.
- (b) The Company shall not request the Service Provider to and the Service Provider shall not:
 - (i) make any Modification to any Unit in breach of; and
 - (ii) make any Mandatory Modifications other than in accordance with,

paragraph 8 (*Modifications*) of Schedule 6 (*Operational Undertakings*) of the Operating Lease.

For clarity, there shall be no obligation on the Company to appoint the Service Provider to undertake any Modification (including a Mandatory Modification).

6.9 Service Provider's precautions

Without prejudice to or limiting any of the Service Provider's other obligations under this Agreement, the Service Provider shall take all reasonable precautions to prevent:

- (a) loss of or damage to the Units, the Spares and any equipment owned by the Company or operated by the Company and owned by any third party, in any

Location, resulting from theft or vandalism at all times when they are in the possession of the Service Provider or any of its Sub-Contractors; and

- (b) during such periods as the Service Provider or any of its Sub-Contractors may be in control or occupation or exercising any access rights in respect of any Location, damage to such Location.

6.10 Facilities to the Company

In accordance with the requirements of the Service Manager and following consultation by the Service Manager with the Service Provider, the Service Provider shall afford all facilities which do not unreasonably impair the ability of the Service Provider to perform its obligations under this Agreement for any other contractors employed by the Company and for the Company Employees and the employees of any Competent Authority or Network Rail who may require to have access to, or be employed in carrying out any work on or near, any Location PROVIDED THAT nothing in this Clause 6.10 shall grant, or shall be deemed to grant, to the Company or any other party any right of access to any light maintenance depot which would require the consent of the Regulator under Section 18 of the Railways Act.

7 SERVICE PROVIDER'S COVENANTS

7.1 Sub-Contractors

The Service Provider shall, upon appointment of any Sub-Contractor (other than any subsidiary or holding company of the Service Provider) notify the Company in writing of such appointment together with brief details of the nature of the obligations to which such sub-contracting applies. If the Company reasonably objects to the appointment of such Sub-Contractor it shall notify the Service Provider in writing within 5 Working Days of receipt of notice of such appointment from the Service Provider, following which the parties shall meet in good faith to agree what steps (if any) are to be taken to resolve the Company's concerns.

7.2 Exclusion of Company's liability

To the extent that the Service Provider sub-contracts its obligations under this Agreement, the Company shall not be liable for any loss, increased cost or damage suffered by the Service Provider or any other person, as a result. The Service Provider shall indemnify the Company on demand and hold it harmless against any costs, damages, losses, expenses and claims against the Company so arising.

7.3 Continuing liability of Service Provider

The appointment or authorisation by the Service Provider of any Sub-Contractor, shall not relieve the Service Provider of any obligation under this Agreement, and the acts of and omissions of any such Sub-Contractor shall, for the purposes of this Agreement, be deemed to be the acts or omissions of the Service Provider.

7.4 Removal of personnel

- (a) The Service Manager may require the Service Provider by written notice to suspend any employee of the Service Provider or of any Sub-Contractor from working in connection with this Agreement who, in the reasonable opinion of the Service Manager:
 - (i) misconducts himself;
 - (ii) is incompetent or negligent in the performance of his duties or any other conditions of this Agreement; or
 - (iii) persists in any conduct which is prejudicial to safety or health.
- (b) In the event of such request, the Service Provider shall take immediate action to arrange for either the removal of such person and replacement by a competent substitute, or the retraining of such person, provided always that the Service Provider shall not re-deploy such person until it has demonstrated to the Service Manager's satisfaction that such re-training has been successfully completed.
- (c) The cost of such removal and replacement or retraining shall be borne by the Service Provider.

7.5 Permits, licences etc

- (a) Save as provided in this Clause 7.5, the Service Provider shall be responsible for securing the grant and all subsequent renewals, extensions and modifications of all Relevant Consents in respect of the Units including, without limitation, obtaining and complying with such Relevant Consents, providing all assistance, advice and information to the Company to enable the Company to comply with Relevant Consents, where, in each case, such matters relate to this Agreement. The Service Provider shall ensure that any instructions given by or on behalf of the Company and which are to be executed by the Service Provider are executed in a manner that complies with all Relevant Consents.
- (b) The Service Provider shall comply with all Relevant Rules and Procedures which relate to or affect the performance of its obligations under this Agreement, where such matters relate to this Agreement.

7.6 Conduct of the Service Provider's business etc

The Service Provider covenants on its own behalf and on behalf of any delegate of the Service Provider appointed in accordance with Clause 1.4(b) (*Delegation*) to notify the Company as soon as it becomes aware or ought reasonably to have become aware of the Service Provider being in breach of any of the terms of this Agreement or any agreement contemplated by this Agreement.

7.7 Service standards

Without prejudice to, or limiting the undertaking given by the Service Provider in Clauses 9.10 (*Offering Units for revenue - earning Passenger Service*) and 10 (Lawful and safe operation), the Service Provider shall ensure that:

- (a) the Units are serviced, maintained, cleaned to the extent required by Schedule 2 (*Services*), inspected, repaired, delivered and offered for service, and the Services shall be provided, in each case:
 - (i) with all due skill, care and diligence to be expected of appropriately qualified and experienced professional engineers with experience in carrying out work of a similar scope, type, nature and complexity to that required under this Agreement;
 - (ii) in accordance with the manufacturer's instructions and best practices in the activity concerned;
 - (iii) in a safe manner and free from any material risk to the health and well-being of persons using, operating or maintaining the Units and/or involved in their management and free from any material risk of pollution, nuisance, interference or hazard; and
 - (iv) in accordance with Schedule 2 (*Services*);
- (b) the Units are fit for the uses for which they were intended by the Service Provider and the Company as at 23 April 2001 and with a rate of deterioration not worse than that reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction and the Units shall be so fit for those uses and remain so fit for their design life; and
- (c) in carrying out its obligations under this Agreement, it shall act with due efficiency and economy and in a timely manner, and with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced maintainer of trains.

7.8 Sufficient personnel

- (a) For the Agreement Duration, the Service Provider shall give or provide all necessary superintendence by a suitable number of persons with adequate knowledge of the operations and work required for the performance of its obligations under this Agreement (including the provision of the Services), in accordance with this Agreement. The Service Provider shall provide sufficient personnel appropriate to the size, nature and type of work to be carried out under this Agreement and shall provide (i) such information relating to the organisation management and supervision of personnel undertaking the Service Provider's obligations on the Service Provider's behalf as required under this Agreement and (ii) such further information as the Service Manager may reasonably request from time to time relating to the organisation, management and supervision of personnel undertaking the Service Provider's obligations.
- (b) The Service Provider shall procure that the Key Personnel devote substantially all of their working time (as is necessary to ensure proper performance by them of the Service Provider's obligations under this Agreement) to the performance of the Service Provider's obligations under this Agreement. The Service Provider may not make any change in Key Personnel without the consent of the Service Manager, not (having due regard to the qualifications, skills and experience of the proposed successor) to be unreasonably withheld.

7.9 Qualifications of personnel

- (a) The Service Provider shall employ or cause to be employed in connection with this Agreement and in the superintendence of its performance only persons who are careful, skilled, qualified and experienced in their professions, trades and callings.
- (b) Without prejudice to its obligations under paragraph (a), the Service Provider shall ensure that only persons who have been issued with a personal track safety certificate endorsed by the Company shall be allowed lineside access.

7.10 Records

- (a) Without prejudice to Clause 6.1 (*Incorporation of Schedule 4*) and the obligation to comply with Schedule 4 (*Agreement Management*), the Service Provider shall, and shall procure that Sub-Contractors shall maintain in an accurate, complete, up-to-date and orderly form:
 - (i) a true and correct set of records of personnel and all activities relating to the performance of this Agreement and all related transactions including, in such detail and format as may reasonably be required by the Service

Manager, information in respect of the Service Provider's internal programmes and the performance of its obligations under this Agreement (including the provision of the Services) and personnel available to the Service Provider solely for the use of or on behalf of the Company;

- (ii) a complete, up to date and orderly documentary record of all transactions entered into by the Service Provider for the purposes of this Agreement (and in particular for or in connection with the performance of its obligations under this Agreement (including the provision of the Services) throughout the Agreement Duration, in accordance with and as described in more detail in Schedule 4 (*Agreement Management*);
 - (iii) all such other information reasonably required by the Service Manager for the purposes of this Agreement or specified in this Agreement;
 - (iv) such documentation as may be required by the Company to enable the Company to comply with its obligations under the Company Depot Licence, Company Depot Lease, Station Access Agreements, Station Access Conditions, Station Leases, CDAA's, Third Party Depot Access Agreements, Depot Access Conditions, Track Access Agreements, Operator's Licence, Operating Lease, Railway Group Standards and Operator's Safety Management System relating to the Relevant Network or the Units; and
 - (v) any documentation required by any Competent Authority or Network Rail.
- (b) All such Service Documentation (including any items of clarification or substantiation as may be reasonably required by the Service Manager) shall be available at all reasonable times for inspection by the Service Manager. If the Service Manager so requests, copies of all such Service Documentation shall be delivered to the Service Manager free of charge.
- (c) The Company is entitled to supply the Lessor and any Competent Authority with copies of all instruments, documents, certificates and notices which are delivered to it by the Service Provider under this Agreement (including the Service Documentation). Without prejudice to the Company's other rights, the Service Provider grants to the Company a non-exclusive, irrevocable royalty free licence (with the right to grant sublicences to any subsequent operator of a Unit and any person carrying out maintenance and related services on behalf of any of them) to use the Service Documentation for the remainder of the life of each Unit

(except for the purpose referred to in (v) below, which shall be licensed in perpetuity) for the following purposes:

- (i) to service, maintain, repair and overhaul the Units, or to have such actions performed by a third party (but not to complete the manufacture of any of the Units);
 - (ii) to take account of any modification of the Units;
 - (iii) to copy and, where the Company has not entered into a further agreement with the Service Provider for the maintenance of the Units, to modify the licensed materials in each case solely to the extent necessary to perform any of the above;
 - (iv) to make a reasonable number of copies for back-up purposes; and
 - (v) to make and retain three copies for record-keeping
- (d) Without limiting this Clause 7 or any other provision of this Agreement, the Service Provider shall provide the Company with a copy of any or all Service Documentation free of charge within 30 days of the Company's request in the six months prior to the Scheduled Expiry Date or within 30 days after expiry or termination of this Agreement. The Service Provider shall ensure that each relevant Sub-Contract includes a clause requiring the Sub-Contractor to comply with the provisions of this Clause 7.10 as if it were the Service Provider.
- (e) Notwithstanding Clause 35 (*Language*), the Service Provider shall be relieved of the obligation to provide documents under this Agreement in the English language where:
- (i) the document originates from a Sub-Contractor who is located in a territory which is not English speaking; and
 - (ii) the document is not required to be produced or maintained under any Applicable Law from time to time in force in the UK (whether or not by the Service Provider or the Company).

7.11 Service Providers responsibilities re Service Documentation etc.

Notwithstanding any other provision of this Agreement, the Service Provider shall be fully responsible for, and bear the cost of:

- (a) any mistake, inaccuracy, discrepancy or omission in the Service Documentation whether or not the same shall have been approved by the Service Manager and the Service Provider shall correct the same without delay;

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- (b) any failure by the Service Provider properly to prepare any of the Service Documentation or submit it to the Service Manager in due time; and
 - (c) any failure by the Service Provider to draw to the attention of the Service Manager any mistake, discrepancy or omission in any documents, drawings or other written information provided by the Company under this Agreement in connection with the Service Provider's obligations under this Agreement which a reasonably competent train maintainer would have identified, the Service Provider having had reasonable opportunity to do so.

7.12 No derogation from Service Provider's obligations

Neither the submission of Service Documentation nor review, comment, approval or disapproval by the Service Manager of the Service Documentation (or any part of it) shall relieve the Service Provider of any of its responsibilities under this Agreement, nor shall any such submission, review, scrutiny, comment, approval or disapproval constitute a Variation or extension of time or grounds for a Variation or extension of time or involve the Company in any additional cost or expense.

7.13 Retention period

The Service Provider shall, and shall procure that all Sub-Contractors shall, retain all records referred to in this Clause 7 (and any other records the Service Provider is required to keep under this Agreement) for a period of not less than six years after the Scheduled Expiry Date or earlier termination of this Agreement or, if longer, the period required pursuant to the Railways Act 1993. The Company may audit any and all of those records at any reasonable time during the Agreement Duration and during the six year period following the Scheduled Expiry Date or earlier termination of this Agreement or such longer period required pursuant to the Railways Act 1993.

7.14 Technology review/liaison

The Service Provider shall conduct annual technology reviews and present the results of such reviews to the Service Manager and shall hold general liaison group meetings at regular intervals, in accordance with Schedule 4 (*Agreement Management*).

7.15 Assistance generally

- (a) The Service Provider shall, and shall procure that its Sub-Contractors shall, provide all reasonable advice, assistance and information reasonably requested from time to time by the Company or otherwise required of the Company by another party to any of the Passenger Service Documents or the Regulator in relation to the Units and the performance of its obligations under this Agreement (including the provision of the Services) including, without limitation, the

performance, management, monitoring or amendment of any of the Passenger Service Documents, the exercise of rights and discretions under them, proposing and/or considering proposed amendments thereto, carrying out performance audits, evaluating amounts payable, reacting to suspensions and events of defaults, enforcing rights and defending claims and bidding for train slots, in each case within the applicable time period.

(b) The Service Provider shall:

(i) co-operate with the Company in any disputes with Network Rail (including, without limitation, provision of information and documents and evidence, whether oral or written, as required by the Company) and including, without limitation, in relation to the Performance Data Accuracy Code (as defined in the Network Code);

(ii) provide all advice, information and assistance required or desirable to:

(A) enable the Company to comply with or exercise rights under or otherwise react to the provisions of the Track Access Agreements, including when the Company or Network Rail is in breach of the Track Access Agreements; and

(B) assist the Company in making any changes to the terms of the Track Access Agreements;

(C) assist the Company in carrying out its obligations to, and asserting its rights against, Network Rail, consulting with Network Rail and in amending the Applicable Rules of the Route or Applicable Rules of the Plan,

in each case in relation to this Agreement;

(iii) assist the Company in making any proposal to change or abolish a Relevant Rule or Procedure or for the introduction of a new Relevant Rule or Procedure and to suggest the making of any proposal for such change, abolition or introduction where to do so would aid the performance of its obligations under this Agreement (including the provision of the Services) by the Service Provider.

(iv) make available personnel of appropriate competence, expertise and qualifications, (employed either by the Service Provider or any relevant Sub-Contractor) for the purposes of dealing with matters contemplated by or referred to in this Agreement and the Track Access Agreements who shall:

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- (A) attend meetings with any Competent Authority or Network Rail (including, but not limited to, the meetings referred to in the Track Access Agreements);
 - (B) provide (as reasonably requested by the Company) reports, information, advice and/or assistance in relation to matters contemplated by this Agreement, including (but not limited to) prior to and/or following any meeting with any Competent Authority or Network Rail (and including, but not limited to, pursuant to the Track Access Agreements); and
 - (C) participate in any consultation or co-sponsoring exercise in relation to the Units in which the Company and any Competent Authority or Network Rail may be involved including, but not limited to, the Track Access Agreements.
- (v) render to the Service Manager free of charge such technical assistance and advice as the Service Manager may reasonably require at any time in connection, and in accordance, with this Agreement solely for the use of or on behalf of the Company.
- (c) The Company shall reimburse to the Service Provider all reasonable third party costs and expenses incurred by the Service Provider in connection with this Clause 7.15.

7.16 Reducing costs

The Service Provider shall, and shall procure that its Sub-Contractors shall, perform its obligations hereunder in a manner that is consistent with minimising the costs of the Company in operating the Units on the Relevant Network and will implement the Company's reasonable proposals to reduce such costs providing it does not involve any additional cost on the part of the Service Provider.

7.17 Claims Allocation and Handling procedure

- (a) This Clause 7.17(a) applies where a claim, which arises out of or is connected with this Agreement, is made by a third party who does not have a contract with the Service Provider:
 - (i) against the Company or CAHA Registrar Limited which may result in a claim being made against the Service Provider; or

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- (ii) against the Service Provider which may result in a claim being made against the Company or CAHA Registrar Limited (whether by the Service Provider or otherwise),

which would otherwise fall within Clause 2.1 of CAHA ("**CAHA Claim**").

- (b) The Service Provider irrevocably appoints the Company as its agent to authorise CAHA Registrar Limited (in consultation where necessary with rail industry parties and their insurers) to defend a CAHA Claim on behalf of it and rail industry parties, in accordance with CAHA and (where the Company incurs additional costs as a result of such appointment) the Service Provider shall reimburse the Company for such additional costs. In relation to a CAHA Claim the Service Provider shall be bound by the terms of CAHA as if it were a party to it except that, for the purposes of Clause 2.2 of CAHA, the parties agree that in respect of the category of claims arising in connection with this Agreement, as between the Service Provider and the Company, the allocation of liability shall be determined in accordance with the principles appearing in this Agreement as opposed to those referred to in Clause 2.2 of CAHA. Any dispute between the Company or the Service Provider in respect of the foregoing exception will be resolved in accordance with the Dispute Resolution Procedure.
- (c) Where a claim described in Clause 17.7(a) results in a payment to the third party claimant, the Service Provider agrees that liability for such payment and the costs of handling and defending the claim shall be allocated in accordance with CAHA. The Service Provider agrees to participate in the procedure for allocating liability set out in RIDR and to be bound by the result as if it were a party to those Rules.
- (d) Clauses 7.17 and (c) shall not apply to any claim in respect of which the Service Provider admits that it is liable and that no rail industry party is liable. In such a case the Service Provider itself may defend the claim.
- (e) In relation to any apportionment of liability as between the Service Provider and the Company (but not in relation to any liability apportionment affecting another "CAHA Party", as detailed in CAHA) nothing in this Clause 7.17 or in CAHA shall affect the apportionment of liability and indemnity provisions set out in this Agreement or the Dispute Resolution Procedure.
- (f) Clause 16 of CAHA shall not apply as between the Parties to this Agreement.
- (g) Clause 17 of CAHA shall apply as between the Parties to this Agreement but only to the extent that the recovery of any relevant loss would not otherwise be recoverable by the Company or the Service Provider under the provisions of this Agreement.

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- (h) The Service Provider shall, where applicable, adopt and use the Railway Code Systems and comply with the System Code (as defined in the Track Access Agreements) within the time period specified by the Company.

7.18 Maintenance Programme

- (a) Any amendment to the Maintenance Programme shall be agreed between the Service Provider, the Company and the Lessor in accordance with paragraph 2 of schedule 7 of the Operating Lease and shall not constitute a Variation under the Variation Procedure.
- (b) Without prejudice to any other obligation of the Service Provider under this Agreement, the Service Provider shall comply with the Maintenance Programme and the provisions of schedule 18 (*Ongoing Conditions*) in the Operating Lease, save to the extent that those provisions require the Service Provider to undertake Additional Services that the Service Provider has not been instructed to undertake. The Company agrees to obtain the Service Provider's prior written consent (not to be unreasonably withheld, delayed or conditioned) to any plans or programmes agreed with the Lessor pursuant to schedule 18 (*Ongoing Conditions*) of the Operating Lease.

8 RETURN CONDITION

8.1 Undertaking by the Service Provider

The Service Provider undertakes to the Company that each Unit, Vehicle and Spare shall be in the Return Condition upon its Return Date.

8.2 Inspection and Repair Programme

- (a) During the eighteen month period immediately prior to the Scheduled Expiry Date if the Lessor requests the Company to make each of the Units (including its Technical Records and any uninstalled Parts) available to the Lessor and/or any person designated by the Lessor for inspection (the "**Final Inspection**") in order to verify that its condition meets the requirements referred to in clause 12.2 (*Redelivery*) of the Operating Lease, then the Service Provider will co-operate to the extent required to ensure compliance by the Company with its obligations under clause 12.1 and paragraph 24 of Part B of schedule 4 to the Operating Lease.
- (b) If the Lessee is required to produce a "Rectification Plan" (as defined in the Operating Lease) pursuant to clause 13.10 of the Operating Lease, the Company shall obtain the Service Provider's prior written consent (not to be unreasonably withheld, delayed or conditioned) to any proposed Rectification Plan or any

proposed changes to such Rectification Plan and the Service Provider shall cooperate and assist in producing the Rectification Plan and comply with provisions and actions of Rectification Plan to the extent that it relates to the Services under this Agreement (which, for the avoidance of doubt, will exclude any Additional Services that the Service Provider has not been instructed to undertake).

- (c) On such date or dates as the Parties shall agree, the Parties shall conduct a joint inspection of the relevant Units, Vehicles and Spares at their own respective cost, with a view to ascertaining:
 - (i) that as at that date the Service Provider has complied with and is not in breach of its obligations under this Agreement;
 - (ii) that as at that date the relevant Units, Vehicles and Spares have been maintained, protected and preserved on the assumption that they will be transferred on termination of this Agreement for use on the Relevant Network to enter revenue-earning Passenger railway service; and
 - (iii) the work which is required to be carried out prior to the relevant Return Date in order to ensure that all relevant Units, Vehicles and Spares are in the Return Condition.
- (d) If, as a result of any inspection under Clause 8.2(a) or Clause 8.2(b) the Company or the Service Provider believes that any specialist inspection of any part of the relevant Units, Vehicles or Spares is necessary, the Company or the Service Provider, as the case may be, may require that a TESCO, or such other provider of technical services as may be nominated by agreement between the Parties (or if the Parties cannot agree on the identity of such provider of technical services within 5 Working Days of the Company's or the Service Provider's request, such provider of technical services as is nominated by the President, for the time being, of the Institute of Mechanical Engineers), to undertake such further inspection/work as the TESCO or such other provider of technical services may consider to be appropriate, and:
 - (i) if it is determined that the Service Provider is in default of any of its obligations, the relevant TESCO or other provider of technical services shall determine the costs of the remedial work required to remedy the default; and
 - (ii) the costs of the relevant TESCO or other provider of technical services shall, if the nominated TESCO or other provider of technical services determines that the Service Provider is in default of any of its obligations,

be borne by the Service Provider, and otherwise shall be borne by the Company.

- (e) If this Agreement is terminated prior to the Scheduled Expiry Date or the leasing of any Unit is terminated prior to the Scheduled Expiry Date in accordance with the terms of the Operating Lease, any inspection shall be carried out following redelivery of the Units to the Lessor in accordance with Clause 12.2 (*Redelivery*) of the Operating Lease.
- (f) Following completion of such joint inspection under Clause 8.2(a) or Clause 8.2(b) and any further inspection required pursuant to Clause 8.2(d) or following completion of any inspection under Clause 8.2(e) or if the Service Provider fails to conduct any such joint inspection, if any Unit is not in the Return Condition at the time of such inspection the Parties shall agree (or following completion of any inspection under Clause 8.2(e), the Company shall negotiate in good faith with the Lessor to agree) an orderly (as regards performance) and (taking account of all the circumstances, including the cause of the early termination of this Agreement or the leasing of any Unit) reasonable (as regards duration and the availability of the Units, Vehicles and Spares to carry out the necessary work) repair programme (the "**Repair Programme**").
- (g) The Repair Programme shall (except in respect of the removal of livery which shall be completed at the cost of the Company) be completed at the cost of the Service Provider.
- (h) The Service Provider shall indemnify the Company in respect of any additional rent payable under clause 12.3(a) of the Operating Lease (calculated by reference to clause 12.5(b) of the Operating Lease) and any indemnity given or cash provided by the Company to the Lessor under clause 12.3(b) of the Operating Lease.
- (i) Any disagreement between the Company and the Service Provider as to the Repair Programme shall be referred to the Dispute Resolution Procedure.
- (j) The Service Provider shall promptly procure that the work comprising the Repair Programme is carried out by the date agreed in the Repair Programme for completion of the Repair Programme.
- (k) The Service Provider shall notify the Lessor of the completion of the Repair Programme and the Parties and the Lessor shall jointly re-inspect the relevant Units, Vehicles and Spares so that each of the Company and the Lessor may satisfy itself that the relevant Units, Vehicles and Spares are in the Return Condition.

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- (l) Without prejudice to the Repair Programme, if any maintenance scheduled to be performed under the Maintenance Programme has not been performed:
 - (i) such maintenance shall be performed by the Service Provider at the cost of the Service Provider; or
 - (ii) the Company shall be reimbursed for any payments made by it in respect of such maintenance.
 - (m) This Clause 8.2 is without prejudice to the obligations of the Service Provider under Clause 9.7 (*Audit rights*).

8.3 Return Condition Certificate

- (a) On any Return Date, the Service Provider shall issue a certificate to be substantially in the form set out in Schedule 5 (*Return Condition*) to the Company certifying that the Units, Vehicles and Spares which are being returned are in all respects in the Return Condition as at that date (a "**Return Condition Certificate**") and (subject to its having received a duly completed Redelivery Certificate (as defined in the Operating Lease) from the Lessor in respect of the relevant Units, Vehicles and Spares) the Company shall countersign the Return Condition Certificate if such Units, Vehicles and Spares are in the Return Condition as at that date.
- (b) Counter-signature by the Company of the Return Condition Certificate in respect of a Unit, Vehicle or Spare shall constitute acceptance by the Company that such Unit, Vehicle or Spare complies with the Return Condition save for such non-compliance with the Return Condition as is fraudulently, wilfully or negligently concealed by the Service Provider.

8.4 Non-completion of Repair Programme

- (a) Where the Repair Programme has not been completed by the relevant Return Date, the Company may:
 - (i) require the Service Provider to complete the Repair Programme at its costs;
 - (ii) sub-contract the completion of the work required by the Repair Programme to any person (which may be such person as shall be appointed by the Company to carry out maintenance of the Units following termination of this Agreement), at the Service Provider's cost; or

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- (iii) include the work necessary to complete the Repair Programme to be carried out under the terms of the maintenance contract between the Company and the successor to the Service Provider as maintainer of the Units, in which case the Service Provider shall reimburse the Company, on an after tax basis, for the reasonable and proper costs incurred by the Company in carrying out the work necessary to complete the Repair Programme under such maintenance contract.
 - (b) Where the Company has requested the Service Provider to perform any Additional Services, but the Service Provider has not been paid for such Additional Services, the Company shall pay the agreed price for such Additional Services provided that:
 - (i) the relevant Additional Services have been fully completed to the Company's reasonable satisfaction; and
 - (ii) the invoice from the Service Provider to the Company for such Additional Services is undisputed.
 - (c) If the provision of Additional Services have not been agreed prior to the Return Date, the Service Provider shall be entitled to defer commencement of such repair until the date on which the Additional Services are agreed or the Company agrees in writing to pay the Service Provider therefor.
 - (d) The Service Provider agrees that it shall not assert or claim, any lien or other Security Interest over any Unit or any Spares on the Return Date, whether by reference to unpaid Service Payments, repair or maintenance of any Unit or otherwise.

9 SERVICE PROVISION

9.1 Service delivery

Subject to Clause 9.2, the Service Provider will provide the Services to the Company, in accordance with the provisions of this Agreement, to enable the Company to operate and provide to the general public at all times during the Agreement Duration a safe, reliable, regular, comfortable, clean and punctual Passenger carrying railway service on the Relevant Network and with the minimum of hindrance, obstruction or interference to the running and operation of the Company's business.

9.2 Performance Regime

- (a) In relation to the performance by the Service Provider of its obligations under this Agreement (including the provision of the Services by the Service Provider),

subject to Clause 9.2(b), the relevant provisions of the Performance Regime shall apply.

- (b) To the extent the Service Provider is unable to use the Northam Depot for the purposes of performing its obligations under this Agreement as a result of any breach by Eversholt (or any of its employees or agents) of any of the Northam Transaction Documents, the operation of the Performance Regime will be suspended (in relation to the obligation to make payments under paragraph 5 of Schedule 3 but not otherwise) to the extent of such inability of the Service Provider to so perform at the Northam Depot and such suspension of the Performance Regime will continue only for so long as such inability of the Service Provider to so perform at the Northam Depot continues but, for the avoidance of doubt, no other rights or obligations of the Parties will be suspended or otherwise affected.

9.3 Deductions and incentives

The Service Provider will be subject to deductions in Service Payments under paragraphs 1.4, 2.4, 3.5, 3.6 and 4.4 of Schedule 3 (*Performance Regime*), and entitled to incentive payments under paragraphs 1.3, 2.3, 3.4 and 4.3 of Schedule 3 (*Performance Regime*), in each case aggregated in accordance with paragraph 5 of Schedule 3.

9.4 Monitoring of performance

- (a) As soon as practicable after the end of each Reporting Period the Company shall submit to the Service Provider the number of Unit Cancellations, Unit Delays (3 Minutes Late), Unit Delays (15 Minutes Late) and Unit Short Formations for such Reporting Period and (separately) the number of Allowable Failures in each case.
- (b) Within 8 Working Days after the end of each Reporting Period the Service Provider shall submit to the Company the number of Unit Facility Failures for such Reporting Period and (separately) the number of Allowable Failures in each case, such information being referred to as the "**Facility Failure Information**". If the Service Provider fails to provide the Facility Failure Information within the required period then, once the Facility Failure Information has been submitted and the penalties payable under the Performance Regime for Unit Facility Failures have been calculated, the Service Provider shall be required to pay interest on the amount of penalties payable in respect of such Reporting Period in relation to Unit Facility Failures, at the Default Rate, from the date falling 14 days after the date when the Company submitted an invoice to the Service Provider in respect of any other amounts payable under the Performance Regime for that Reporting Period, to the earlier of (i) the date falling 14 days after the Facility Failure Information was actually provided or (ii) the date when the Service

Provider pays the Company's invoice relating to Unit Facility Failures for that Reporting Period.

- (c) Any dispute between the Company and the Service Provider as to the number of Unit Cancellations, Unit Delays (3 Minutes Late), Unit Delays (15 Minutes Late), Unit Facility Failures and Unit Short Formations (or the number of Allowable Failures in any case) shall be dealt with in accordance with Clause 39 (*Dispute Resolution*).
- (d) Any under-reporting of Unit Facility Failures shall be dealt with in accordance with paragraph 3.6 of Schedule 3 (*Performance Regime*).

9.5 Reports on Service performance

The Service Provider will provide the Company with monitoring reports each Reporting Period and will submit the reports to the Company three Working Days before each Service Review Meeting, together with the necessary data in electronic format in the manner provided for in the Performance Regime and in Schedule 4 (*Agreement Management*) to enable the Company to decide whether the Service Provider is performing its obligations under this Agreement (including the provision of the Services) in accordance with this Agreement and to enable the Company to comply with its reporting obligations under the Passenger Service Agreement and to comply with the process of debating performance failures with Network Rail under the Track Access Agreements.

9.6 Access for the Company

- (a) On the Company giving reasonable notice to the Service Provider, the Service Provider shall give the Company (and any nominee of the Company) all access which does not unreasonably impair the ability of the Service Provider to perform its obligations under this Agreement required by the Company to any Location under the control or occupation of the Service Provider.
- (b) The Service Provider shall fully co-operate with monitoring the performance of the obligations of the Service Provider under this Agreement (including the provision of the Services) and permitting the Company to comply with its obligations to allow access to the Lessor (and any nominee of the Lessor) to inspect and survey the Units, as set out in paragraph 4 of schedule 6 to the Operating Lease.
- (c) If the Service Provider is carrying out its obligations under this Agreement in a manner which is unsafe or which does not comply with Railway Group Standards, the Company may suspend the performance of the obligations of the Service Provider under this Agreement (including the provision of the Services) until the

Company is satisfied that it is safe for the Service Provider to resume performance.

- (d) The Service Provider shall provide that each Sub-Contract shall contain similar rights of access and suspension to those contained in paragraphs (a)-(c) above for the Company.
- (e) This Clause 9.6 shall be without prejudice to the operation of the Performance Regime except where the Company (in exercising its right to suspend performance of the obligations of the Service Provider under this Agreement (including the provision of the Services) in accordance with Clause 9.6(c)) is demonstrated to have acted unreasonably.
- (f) Nothing in this Clause 9.6 shall grant or shall be deemed to grant to the Company any right of access to any maintenance depot which would require the consent of the Regulator under Section 18 of the Railways Act.

9.7 Audit rights

- (a) The Company (and each of its nominees) is entitled to audit the monitoring procedure of the Service Provider as set out in the Performance Regime and the Service Provider shall, and shall provide that all relevant Sub-Contractors shall, submit to, and shall provide all assistance to the Company in its performance of, that auditing procedure.
- (b) The Service Provider shall monitor and keep records of the performance of its obligations under this Agreement in accordance with all Applicable Laws and in accordance with quality procedures to be agreed with the Company and the Lessor and shall, in particular, comply with all monitoring obligations contained in the Performance Regime.
- (c) The Company may monitor the Service Provider's progress in meeting its obligations under this Agreement and may inspect and/or take copies of, verify, and audit any information produced by the Service Provider under this Agreement from time to time, subject to compliance with any duties of confidentiality owed by the Service Provider to third parties (including without limitation any information created pursuant to the Performance Regime).
- (d) The Lessor (and each of its nominees) shall be entitled to audit the Service Provider's performance of its obligations under this Agreement, and the Service Provider will co-operate with the Company to the extent required to ensure compliance by the Company with its obligations under clause 8.4 (*Lessor Audit Rights*) of the Operating Lease.

- (e) The Lessor and any person designated by the Lessor may at all reasonable times visit, inspect and survey each of the Units for the purposes and upon the terms and conditions set out in paragraph 4 of schedule 6 of the Operating Lease.

9.8 Diagrams

The Company shall:

- (a) use all reasonable endeavours to ensure that the Diagrams are consistent with the Train Plan Parameters;
- (b) notify the Service Provider:
 - (i) of the Diagrams from time to time intended to be operated as soon as reasonably practicable and in any event at least one Reporting Period prior to the date on which such Diagrams are intended to commence; and
 - (ii) of any changes to the Diagrams, from time to time, notified under paragraph (a) above as soon as reasonably practicable in the circumstances and in any event:
 - (A) in respect of any new Passenger Timetable (as defined in the Track Access Agreements), at least one Reporting Period prior to the start of that Passenger Timetable; and
 - (B) in respect of any change resulting from engineering works, timetable alterations, and special events of which the Company has been given at least 4 weeks' notice, at least one week prior to the occurrence of such change; and
 - (C) in respect of any change resulting from emergency engineering works or other restrictions on the Company's access to the Relevant Network, as soon as reasonably practicable.
- (c) use all reasonable endeavours to ensure that, so far as is reasonably practicable in the circumstances, the Diagrams are such that:
 - (i) each Unit can visit the Siemens Service Facility in accordance with the Maintenance Programme; and
 - (ii) Units can be cycled around the Diagrams in such a way that the operating requirements for any one Unit are not substantially more onerous than for any other Unit.

9.9 Variation of Diagrams

- (a) The Service Provider acknowledges that the Diagrams notified as intended to be operated may be, and must be expected to be, subject to variation at any time including on the day of operation.
- (b) The Company shall be liable in accordance with paragraph (c) below to the Service Provider for any variation to any Diagram (or any switching of a Unit between Diagrams) to the extent it causes non-compliance with the Train Plan Parameters unless:
 - (i) the principal cause of such non-compliance is a breach by the Service Provider of any of its obligations under this Agreement; or
 - (ii) the principal cause of such non-compliance is a Fault which due to the breach of the Service Provider has not been remedied.
- (c) If the Train Plan Parameters are not complied with as a result of any variation to any Diagram or any switching of a Unit between Diagrams, the Service Provider may (unless the Train Plan Parameters are not complied with as a result of a breach by the Service Provider of any of its obligations under this Agreement or the principal cause of such non-compliance is a Fault which due to the breach by the Service Provider has not been remedied) charge the Company for its additional costs and expenses properly and reasonably incurred, subject to the Service Provider using all reasonable endeavours to mitigate those costs and allowing due credit for any savings which result. Such additional costs and expenses may include any penalty payable under the Performance Regime as a result of such variation or switching net of any incentive payment payable under the Performance Regime as a result of such variation or switching.
- (d) The Company and the Service Provider shall liaise and co-ordinate together regarding the management of the Diagrams with a view to fulfilling the Company's operational and commercial requirements in relation to the Diagrams, taking account of operational difficulties occurring on the day and the Train Plan Parameters.

9.10 Offering Units for revenue-earning Passenger service

- (a) Train Planning - Personnel
 - (i) Without prejudice to the Service Provider's obligations to make Units available, the Company shall take responsibility for Train Planning and shall employ sufficient Train Planners to be able to meet its Train Planning obligations.

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- (ii) The Company shall be responsible for the cost of employment of the Train Planners.
 - (b) The Service Provider shall make a Unit available to the Company in good time to allow for the Handover and preparation of such Unit in accordance with Clause 9.13 (*Signature of Handover Certificate*) and to perform each Diagram.
 - (c) A Relevant Person of the Service Provider must inform the Service Provider Controller forthwith once a Unit is available for Handover and the Service Provider Controller shall forthwith inform the Company Controller.
 - (d) As soon as the Service Provider becomes aware that it is not likely to be able to make a Unit available as required, the Service Provider Controller shall so notify the Company giving its estimate (which it shall update as appropriate from time to time) of when such Unit will be available.
 - (e) As soon as the Service Provider becomes aware that it is likely to be able to make available more Units than are required to perform each Diagram, the Service Provider Controller shall notify the Company of its estimate (which it shall update as appropriate from time to time) of when each such Unit will be available and the Location of each such Unit.

9.11 Units to be in Siemens Service Facility Condition or Other Service Facility Condition

- (a) Each Unit comprised of 20-metre Vehicles or 23-metre Vehicles (as specified by the relevant Diagram) shall be offered and made available by the Service Provider to the Company in Siemens Service Facility Condition (if the Unit is made available at the Siemens Service Facility) or (otherwise) in Other Service Facility Condition, save to the extent that:
 - (i) a Fault has not been notified to the Service Provider in accordance with Clause 9.15(a) unless the Service Provider had actual notice of such Fault or ought reasonably to have detected such Fault;
 - (ii) any Fault has not been corrected because any Unbudgeted Additional Services required to remedy such Fault have not been approved by the Company; or
 - (iii) any Fault has not been corrected because any Additional Service required to remedy such Fault cannot be carried out in the time during which the relevant Unit is available to the Service Provider on that occasion for the performance of the Services.

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- (b) As soon as the Service Provider becomes aware that it is not likely to be able to make a Unit available in Siemens Service Facility Condition or Other Service Facility Condition (as appropriate), the Service Provider shall so notify the Company.

9.12 Units not in Siemens Service Facility Condition or Other Service Facility Condition

- (a) Subject to Clause 9.11, if a Unit is not comprised of 20-metre Vehicles or 23-metre Vehicles (as specified by the relevant Diagram) or is not in Siemens Service Facility Condition or Other Service Facility Condition (as appropriate) when made available by the Service Provider to the Company, the Service Provider shall notify the Company.
- (b) If a Unit is made available other than comprised of 20-metre Vehicles or 23-metre Vehicles (as specified by the relevant Diagram) or is not in Siemens Service Facility Condition or Other Service Facility Condition (as appropriate), unless the deficiency is rectified in sufficient time to commence the relevant Diagram then:
 - (i) in the case of a Unit which is not comprised of 20m Vehicles or 23m Vehicles (as specified by the relevant Diagram), the Company may (without prejudice to the Performance Regime) reject that Unit for entry into revenue-earning Passenger service;
 - (ii) in the case of a deficiency identified in the third column of the table set out in Part C of Schedule 7 (*Handover*) as one by reason of which a Unit is not permitted to enter service, the Company may (without prejudice to the Performance Regime) reject that Unit for entry into revenue-earning Passenger service;
 - (iii) in the case of a deficiency identified in the fourth column of the table set out in Part C of Schedule 7 as one which should be referred to the Company Controller, the Company Controller may (without prejudice to the Performance Regime) reject that Unit for entry into revenue-earning Passenger service;
 - (iv) in the case of a deficiency falling within Category C of Part B of Schedule 7, the Company Controller may (without prejudice to the Performance Regime) reject that Unit for entry into revenue-earning Passenger service; and
 - (v) otherwise (save where the Company reasonably believes that by offering such Unit for service the Service Provider is in breach of its obligations under Clause 7.7 (*Service standards*), Clause 9.1 (*Service delivery*) or Clause 10 (*Lawful and safe operation*), the Company shall (without

prejudice to the Performance Regime) accept the Unit for entry into revenue-earning Passenger service by signing the Handover Certificate to confirm acceptance subject to the relevant deficiency.

- (c) If a Unit has entered service other than in Siemens Service Facility Condition or Other Service Facility Condition and a deficiency identified in the second column of the table set out in Part C of Schedule 7 as one by reason of which a Unit is not permitted to remain in service becomes apparent the Company may (without prejudice to the Performance Regime) cease to use that Unit for revenue-earning Passenger service and Clause 10.12(c) (*Access to Depots, Outbases and Stations*) shall apply.

9.13 Signature of Handover Certificate

- (a) At the time of Handover, a Handover Certificate shall be signed by a representative of the Service Provider to confirm that the relevant New Train is comprised of 20-metre New Vehicles or 23-metre New Vehicles (as specified by the relevant Diagram) and is handed over in Siemens Service Facility Condition or Other Service Facility Condition (as appropriate) or, if this is not the case, identifying any existing Faults, and the Handover Log shall be updated accordingly.
- (b) If a Unit is made available at a Siemens Service Facility then the Service Provider shall carry out the final preparation of such Unit as specified in the Manuals and (otherwise) the Company shall procure that its Train Driver carries out the final preparation of the Unit as specified in the Manuals.
- (c) Subject to Clause 9.12(b), the Company shall procure that its authorised representative signs the Handover Certificate.
- (d) The Parties hereby agree to waive any performance or non-performance in relation to Clause 9.13(a) and (c), and agree to release and discharge all and/or any actions, claims, rights, demand and set-offs that either Party may have against the other Party arising out of or connected with a breach of contract or non-performance by either Party in relation to, or arising from, Clause 9.13(a) and (c) that occurs from the Completion Date and ending on 31 December 2025. For the avoidance of doubt, any breach of Clause 9.13(a) and (c) during the period from the Completion Date to 31 December 2025 shall not constitute a Company Event of Default or Service Provider Event of Default, as applicable.

9.14 Returning Units from revenue-earning Passenger service

The Company shall make Units available to the Service Provider in accordance with the Train Plan Parameters unless the Train Plan Parameters are breached as a result of a

breach by the Service Provider of any of its obligations under this Agreement or the principal cause of such breach is a Fault within paragraph (c) of Part A of Schedule 2 (*Services*).

9.15 Recording and clearing of Faults

- (a) The Company shall ensure that the train crew of a Unit enter in that Unit's Log Book any Fault in relation to that Unit, or any Vehicle comprised in that Unit, of which they become aware in the course of operation of that Unit. If a Fault arises in a Unit whilst it is in revenue-earning Passenger railway service on a Diagram and such Unit is not scheduled to end that Diagram at a Siemens Service Facility, the Company shall, promptly after becoming aware of the occurrence of such Fault, notify the Service Provider of such Fault.
- (b) On each occasion when a Unit is handed over to the Service Provider, the Service Provider shall interrogate that Unit's train management system and inspect that Unit's Log Book and carry out such inspections as are appropriate having regard to the performance of its obligations under this Agreement in relation to that Unit (including the Services to be provided in relation to that Unit) at that time and shall so far as practicable in the circumstances:
 - (i) promptly notify the Company of any Fault on that Unit, or any Vehicle comprised in that Unit, identifying whether or not that Fault is, or is caused by, a Defect and whether or not that Fault gives rise to a need for Additional Services; and
 - (ii) ensure that all such Faults are entered in that Unit's Log Book and, where of a nature appropriate for entry on CORMAP, on CORMAP.
- (c) The Service Provider shall either sign-off the relevant Unit's Log Book for (and, where of a nature appropriate for entry on CORMAP, enter on CORMAP) details of each Fault it has cleared or otherwise give details in that Log Book or on CORMAP of the action the Service Provider has taken, or proposes to take, in relation to a Fault before returning the Unit or Vehicle to the Company for use in revenue-earning Passenger railway service.

9.16 Additional Services

The Service Provider shall provide, or procure the provision of the Budgeted Additional Services and any Unbudgeted Additional Service the proposal for which the Company has approved in accordance with Clause 9.21 (*Approval of Unbudgeted Additional Services*).

9.17 Budgeted Additional Services

- (a) Subject to paragraph (b), the Service Provider shall promptly commence and diligently carry out and complete (without specific approval from the Company) any Additional Service (a "**Budgeted Additional Service**"):
 - (i) of the type described in Part B of Schedule 2 (*Services*); or
 - (ii) of a description specified in any general approval given by the Company to the Service Provider from time to time.
- (b) Paragraph (a) shall not apply if:
 - (i) the aggregate cost of all Budgeted Additional Services carried out by the Service Provider under this Clause 9.17 exceeds [REDACTED] per Reporting Period (subject to indexation in accordance with RPI from 1 February 2026);
 - (ii) the carrying out of that Budgeted Additional Service will materially adversely affect the timely performance of the Standard Services;
 - (iii) that Budgeted Additional Service cannot be carried out using the maintenance facilities and resources available to the Service Provider for the performance of its obligations under this Agreement (including the provision of the Services); or
 - (iv) that Budgeted Additional Service cannot be carried out in the time during which the relevant Unit is available to the Service Provider on that occasion for the performance of its obligations under this Agreement (including the provision of the Services).
 - (v) the performance of that Budgeted Additional Service properly and reasonably involves the Service Provider in additional costs and expenses in performing the Standard Services.
- (c) Any Additional Service to which paragraph (a) does not apply shall be dealt with in accordance with Clause 9.19 (*Information from Service Provider: Unbudgeted Additional Services*).

9.18 Information from Service Provider: Budgeted Additional Services

The Service Provider shall promptly inform the Company if it is unable to carry out an Additional Service as a Budgeted Additional Service by reason of one of the matters described in Clauses 9.17(b)(ii), (iii), (iv) or (v). Where the Service Provider carries out Budgeted Additional Service(s), it shall, as soon as reasonably practicable following the

expiry of the first Reporting Period during which such Budgeted Additional Service is carried out, advise the Company of all relevant information including, without limitation, the information described in Clause 9.22 (*Cost of Additional Services*).

9.19 Information from Service Provider: Unbudgeted Additional Services

Where the Company requests the Service Provider to carry out any Unbudgeted Additional Service in relation to a Unit, or any Vehicle comprised in that Unit, or where the Service Provider notifies the Company that any Unbudgeted Additional Service is required in respect of a Unit, or any Vehicle comprised in that Unit, the Service Provider shall, as soon as reasonable practicable, advise the Company of all relevant information including, without limitation:

- (a) the identity of the affected Unit or Vehicle;
- (b) the nature and extent of the requirement for the Unbudgeted Additional Service;
- (c) the Service Provider's proposals for carrying out the Unbudgeted Additional Service required, including as appropriate:
 - (i) the time (including the Service Provider's response time from the time the proposal is approved by the Company to commence the Unbudgeted Additional Service) and place for carrying out the Unbudgeted Additional Service;
 - (ii) any Parts to be replaced or refurbished;
 - (iii) any effects on the Spares which are held, or which it will be necessary or desirable to hold, following the carrying out of the Unbudgeted Additional Service;
 - (iv) any effects on the Standard Services, the Train Plan Parameters, the Diagrams or the Performance Regime, including in particular any effects on the availability of the affected Unit or Vehicle;
 - (v) the cost of the Unbudgeted Additional Service, calculated in accordance with Clause 9.22 (*Cost of Additional Services*), but recognising that where it is not possible to identify a fixed cost the Service Provider will provide its best estimate of the cost and its proposed basis for calculating the actual cost;
 - (vi) the time when the affected Unit or Vehicle would be delivered back to the Company (if any amendment is required to the then current Diagrams);

- (vii) any restrictions or limitations which may apply to the affected Unit or Vehicle pending carrying out the Unbudgeted Additional Service; and
- (viii) any additional track or other access requirements necessary to facilitate the carrying out of the Unbudgeted Additional Service.

9.20 Company's requirements for Additional Services

- (a) Whenever there is a requirement for any Additional Service, the Service Provider shall liaise with the Company in order to establish a solution which, so far as practicable, best meets the Company's requirements in terms of cost, the effects on the Standard Services and the impact on the Train Plan Parameters, the Diagrams and the Performance Regime, including the availability of the affected Unit or Vehicle. Save as provided in Clause 14, the Company shall not be entitled to carry out any Unbudgeted Additional Service itself or by a third party unless (i) that Unbudgeted Additional Service is of a type listed in Schedule 14 (as amended from time to time by agreement between the Parties and on the basis that any such amendments shall not constitute a Variation) and the Company has given the Service Provider not less than 7 days prior written notice that the Company will carry out such services and the Outbase at which they will be carried out or (ii) the Company has requested the Service Provider to carry out that Unbudgeted Additional Service in accordance with Clause 9.19 and the Service Provider has failed to provide the information required pursuant to Clause 9.19 in accordance with the requirements of that clause, or has notified the Company in writing that it is unable or unwilling to carry out such Unbudgeted Additional Service. The Service Provider shall not unreasonably withhold its consent to a request from the Company to include additional items in Schedule 14 as envisaged by this Clause 9.20(a).
- (b) If the carrying out of any Unbudgeted Additional Service will result in the Service Provider incurring reasonable additional costs and expenses in performing the Standard Services, such costs and expenses will be reimbursed by the Company.

9.21 Approval of Unbudgeted Additional Services

Where the Company approves a proposal for carrying out any Unbudgeted Additional Service, the Company shall so notify the Service Provider and on receipt of such notification the Service Provider shall promptly commence and diligently carry out and complete that Unbudgeted Additional Service in accordance with the approved proposal.

9.22 Cost of Additional Services

The cost of any Additional Service shall be the aggregate of:

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- (a) a labour charge calculated as follows:
- (i) where the relevant Additional Service is listed as an item of work in the Fixed Price Additional Services List, labour will be charged at the labour charge for that item of work applicable to the time when the Additional Service is performed as specified in the Fixed Price Additional Services List; or
 - (ii) where the relevant Additional Service is not listed as an item of work in the Fixed Price Additional Services List or where there is no current Fixed Price Additional Services List in place, labour will be charged at the labour rate specified in Section B of Part B of Schedule 2 applicable to the time when the Additional Service is performed (subject to indexation in accordance with RPI from 1 February 2025); and
- (b) a charge for materials calculated as follows:
- (i) where the relevant Additional Service is listed as an item of work in the Fixed Price Additional Services List, materials will be charged at the material charge for that item of work as specified in the Fixed Price Additional Services List; or
 - (ii) where the relevant Additional Service is not listed as an item of work in the Fixed Price Additional Services List or where there is no current Fixed Price Additional Services List in place, materials will be charged at prices which do not exceed their cost to the Service Provider plus [REDACTED] save in relation to replacement of glass, which shall be charged at prices which do not exceed their cost to the Service Provider plus [REDACTED]

9.23 Fixed Price Additional Services List

Unless otherwise agreed in writing between the Parties, each Fixed Price Additional Services List shall be valid for a period of one year. The Parties shall use reasonable endeavours to agree a replacement list prior to the expiry of the then current list.

9.24 Modifications

Any work required to undo any modifications to the Units in order to ensure the Units are in the Return Condition at the Return Date shall be completed by the Service Provider in accordance with the Repair Programme at the cost of the Company.

10 LAWFUL AND SAFE OPERATION

10.1 Services

- (a) The Service Provider undertakes for itself and on behalf of each of its Relevant Persons, throughout the Agreement Duration, to perform its obligations (including the provision of the Services) and exercise its rights under this Agreement in a manner consistent with:
 - (i) all Applicable Laws from time to time;
 - (ii) without limiting Clause 10.1(a)(i) or (v), all Railway Group Standards;
 - (iii) the Service Provider DfT Direct Agreement;
 - (iv) the Operator's Safety Management System;
 - (v) all Relevant Consents and Relevant Rules and Procedures;
 - (vi) the Operator's Licence;
 - (vii) any instructions or directions properly issued by the Service Manager in accordance with this Agreement (provided compliance with such instructions or directions will not result in an infringement of Applicable Laws);
 - (viii) the Station Leases, Station Access Agreements, Station Access Conditions, Company Depot Lease, Company Depot Licence, Company Depot Access Agreements, Third Party Depot Access Agreements, Depot Access Conditions, Station Letting Conditions, Depot Letting Conditions and Safe Method of Working;
 - (ix) the provisions of the Track Access Agreements; and
 - (x) the Operating Lease,
- (b) The Service Provider will not perform its obligations (including the provision of the Services) or exercise its rights under this Agreement so as to do, or omit to do (or suffer or permit any Relevant Person of the Service Provider to do or omit to be done) any act or thing which results or is reasonably likely to result in the failure (howsoever characterised) of the Company to meet any of its obligations under the foregoing.
- (c) If the Service Provider performs its obligations under this Agreement or provides the Services other than in compliance with paragraphs (a) and (b), the Company may suspend performance of the Service Provider's obligations under this

Agreement (including the provision of the Services) or refuse to accept Handover of any Unit affected by such non-compliance.

- (d) The Service Provider shall demonstrate to the Service Manager's satisfaction on request that all design, workmanship, materials, goods and any other resource or facility or item provided by the Service Provider in connection with this Agreement comply with paragraph (a) and the requirements of this Agreement.

10.2 Licences/fees etc

- (a) The Service Provider shall give all notices and pay all fees required or necessary for the proper performance of the Service Provider's duties and obligations under this Agreement (including, but not limited to, licence application and renewal fees required to be given or paid by any Applicable Law in relation to the provision of the Services).
- (b) Without limitation, the Service Provider shall, in particular, obtain and maintain for the Agreement Duration any licence (or any exemption from obtaining that licence) which the Service Provider shall be required to hold under the Railways Act.

10.3 Hazardous Substances

- (a) The Service Provider shall not use or permit the use of any Hazardous Substances in the performance of the Service Provider's obligations under this Agreement (including the provision of the Services) unless:
 - (i) their use is permitted by any other provision of this Agreement and under all relevant Applicable Laws and Relevant Consents and Environmental Permits; and
 - (ii) the Service Provider has given the Service Manager not less than 14 days' notice of how such Hazardous Substances have been or are intended to be used and giving full details of the precautions to be taken by persons on the delivery of such Hazardous Substances and their subsequent storage, handling and use; and
 - (iii) neither the use of such Hazardous Substances nor such precautions shall prevent the performance of the Service Provider's obligations under this Agreement (including the provision of the Services).
- (b) If the Service Provider determines that it wishes to use a particular material or substance in the performance of its obligations under this Agreement (including the provision of the Services) on the basis that the Service Provider has a

reasonable concern that it is or may constitute a Hazardous Substance, but such substance is not regulated by Environmental Law and does not require investigation or remedial action under Environmental Law and its use is not permitted by any other provision of this Agreement and under all relevant Applicable Laws and Relevant Consents and Environmental Permits then it shall notify the Company (in writing) of its wish to do so. The Service Provider shall only be permitted to use that particular substance or material with the prior written consent of the Company in accordance with Clause 10.3(c).

- (c) If the Company notifies the Service Provider in writing that it consents to the Service Provider using such material or substance, the Service Provider shall not be in breach of its obligations under Clause 10.1 (*Services*) to the Company using such material or substance.
- (d) The Service Provider shall indemnify the Company (and any member of its Group) against all claims, costs, damages, expenses (including reasonable professional fees incurred), losses, liabilities or penalties ("**Losses**") suffered or incurred by the Company (or any member of its Group) to the extent that such Losses arise directly or indirectly as a result of:
 - (i) Hazardous Substances present in, on, at, under or from any Location; and/or
 - (ii) Hazardous Substances present in, on, at, under or from any Location (including without limitation any Hazardous Substances present in, on, at or under any Location prior to the use or occupation of such Location by the Service Provider or any of its Sub-Contractors or any other persons authorised by the Service Provider) which has been exacerbated or disturbed,

due to the acts or negligent or reckless omissions of the Service Provider and/or any of its Sub-Contractors (and/or any other person authorised by the Service Provider).

- (e) The total liability of the Service Provider under clause 10.3(d) of this Agreement shall not exceed [REDACTED] in aggregate.

10.4 Compliance with Environmental Laws

The Service Provider shall:

- (a) notwithstanding Clause 7.5, be responsible for obtaining, maintaining, renewing, extending and/or modifying (where necessary) any Environmental Permits

required for the performance of its obligations under this Agreement (including providing the Services) and/or the exercise of any rights under this Agreement;

- (b) comply with all Environmental Laws and all Environmental Permits in performing its obligations under this Agreement and the exercise of any rights pursuant to this Agreement (including providing the Services) including without limitation ensuring that no unauthorised discharge of Hazardous Substances by any Service Provider Party occurs anywhere at any Location;
- (c) ensure that any obligations and/or rights imposed or arising under this Agreement (including but not limited to the obligation to provide the Services and/or the rights to use or occupy any of the Locations whether itself or on its behalf) are performed and/or exercised so as not to give rise to any actual or potential Environmental Liability; and
- (d) procure that such component parts of the Units as are appropriate for ultimate recycling under current best practice are clearly and permanently marked for this purpose and that all other components are capable of being disposed of safely and without risk of damage to the Environment.

10.5 Railway Group Standards

All resources, goods, materials, work procedures, facilities and any other matter provided and/or undertaken by the Service Provider in connection with the performance of its obligations under this Agreement (including the provision of the Services and/or the Units), not otherwise specified in Schedule 2 (*Services*) or the other provisions of this Agreement, shall be in accordance with Railway Group Standards which apply from time to time.

10.6 Maintenance of Locations

The Service Provider shall perform the Services in a clean, tidy, safe and orderly manner appropriate to the avoidance of damage to property and in accordance with all Applicable Laws and shall not by its actions cause the Locations to which it has access to be in an untidy or unsafe condition. To the extent that the Service Provider is using a Relevant Depot for the provision of the Services in accordance with this Agreement, the Company shall maintain such Relevant Depot in a safe and fully operational condition.

10.7 Noise and disturbance etc

All operations necessary for the execution of the Service Provider's duties and obligations under this Agreement shall be carried on without unreasonable noise and disturbance and so as not to interfere unnecessarily or improperly with traffic or the convenience of the public or the access to, use and occupation of, buildings, public or private roads or

footpaths, whether in the possession of the Company, Network Rail or of any other person.

10.8 No obstruction

Except where permitted by the Safe Method of Working, the Service Provider shall not obstruct, interrupt or hinder, or permit any obstruction, interruption or hindrance by its employees or Sub-Contractors or any of their respective servants or agents to, the use of any Location by the Company, the Company Employees, Network Rail or any other person permitted to use such Location.

10.9 No alcohol or drugs

The Service Provider shall not at any Location at any time give, sell or barter any alcoholic liquors or drugs or permit or suffer any such sale, gift or barter to be made by any Sub-Contractor, or any employee or agent of the Service Provider or any Sub-Contractor. The Service Provider and its employees and agents shall observe and comply, and shall ensure that its Sub-Contractors, their employees and agents observe and comply, with the Transport and Works Act 1992 and the Company's policy and rules on alcohol and drugs, as amended from time to time.

10.10 Emergency procedure

The Service Provider shall participate in any emergency training operations if required by the Company, free of charge to the Company.

10.11 Access Rights

The Company makes no representations regarding the ability of the Service Provider to gain access to any parts of the Network for itself, nor as to the continued availability of the Network to the Service Provider and/or the Company.

10.12 Access to Depots, Outbases and Stations

- (a) The Company shall use reasonable endeavours to procure that any Unit which is Faulty but which remains in service and which was scheduled by the relevant Diagram to end its journey at a Siemens Service Facility does so end its journey and to the extent that the Company fails to use such reasonable endeavours the Performance Regime shall not apply.
- (b) The Company shall use reasonable endeavours to procure that any Unit which is Faulty but which remains in service which was not scheduled by the relevant Diagram to end its journey at the Siemens Service Facility nevertheless does end its journey at the Siemens Service Facility but if the Company fails to use such reasonable endeavours the Performance Regime shall not be affected.

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- (c) The Company shall use reasonable endeavours to procure that any Unit which is Faulty, and which cannot remain in service is moved to the nearest available Outbase, Depot or the Siemens Service Facility.
 - (d) If a Unit which is Faulty is immovable the Company shall (subject to Clause 10.12(e)(v)) procure lineside access to such Unit.
 - (e) The Company will provide to employees of the Service Provider who have the qualifications and hold the licences required by the Regulator, the Secretary of State, Network Rail and Applicable Laws in accordance with paragraph 6(d) of schedule 6 of the Operating Lease:
 - (i) access to any Outbase;
 - (A) at which a Unit is scheduled by the relevant Diagram to end its journey; or
 - (B) (provided that such access does not adversely affect the operation of the rest of such Outbase) in the circumstances set out in Clause 10.12(c);
 - (ii) access to any Depot;
 - (A) at which a Unit is scheduled by the relevant Diagram to end its journey; or
 - (B) (provided that such access does not adversely affect the operation of the rest of such Depot) in the circumstances set out in Clause 10.12(c);
 - (iii) access to any Station to which the Company has access pursuant to a Station Lease at which a Unit is scheduled by the relevant Diagram to end its journey;
 - (iv) platform access to any Station to which the Company has access pursuant to a Station Access Agreement at which a Unit is scheduled by the relevant Diagram to end its journey; and
 - (v) lineside access with supervision by the Company in the circumstances set out in Clause 10.12(d),

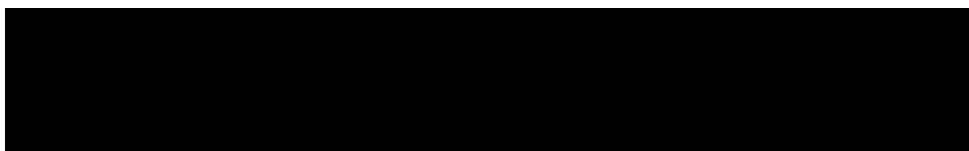
in each case, in accordance with this Agreement, the Safe Method of Working, Railway Group Standards and the Operator's Safety Management System.

- (f) If the Service Provider so requests, the Company will use reasonable endeavours to procure access for the Service Provider to the Depots or, with the Service

Provider's agreement, to other alternative facilities over which the Company has appropriate access and other rights for the performance of the Service Provider's obligations under this Agreement (including the provision of the Services) PROVIDED THAT:

- (i) to the extent that the Company incurs any additional costs in using such reasonable endeavours, the Service Provider shall reimburse the Company for such costs; and
- (ii) the Company shall not be obliged to use reasonable endeavours to procure access where such access would interfere with the Railway Service or the Company's operation of its Relevant Depots or the provision of services by any other operator.

(g)



- (h) Save for all Relevant Consents required in order for the Company to grant or procure the grant of the access rights referred to in paragraphs (a)-(f) above, the Service Provider will be responsible for assessing the need for, liaising and negotiating, obtaining all Relevant Consents in relation to and complying with the terms of any such Relevant Consents in relation to any Location (including any such Relevant Consents from Network Rail), required for the proper performance of the Service Provider's obligations under this Agreement and the Company will use reasonable endeavours to assist the Service Provider to obtain any such Relevant Consents but (to the extent that the Company thereby incurs additional costs) the Service Provider shall indemnify the Company against such costs.
- (i) Without prejudice to the operation of the Variation Procedure, the Service Provider shall provide at its own cost any additional accommodation, land, buildings or equipment within or outside any Location (or relevant rights over such accommodation, land, buildings or equipment) which are required by the Service Provider for the purposes of performing its obligations under this Agreement (including providing the Services) in accordance with this Agreement and the Company shall have no responsibility in relation to such additional accommodation, land, buildings, equipment or rights.
- (j) Nothing in this Clause 10.12 shall grant or shall be deemed to grant to the Service Provider any right of access to any light maintenance depot which would require the consent of the Regulator under Section 18 of the Railways Act.

10.13 Access to Control Centre

- (a) The Company shall grant access to a reasonable number of the Service Provider's maintenance staff (for whom the Service Provider shall remain wholly responsible) for reasonable periods at Depots, Outbases and Stations other than the Siemens Service Facility. The number of maintenance staff and the Locations where they are to be stationed will be determined by the Service Provider in consultation with the Company once the Diagrams are finalised.
- (b) The Service Provider will be informed of all Faults relating to the Units and will produce data on the Performance Regime, including data on Unit Facility Failures.
- (c) The Service Provider will make available one member of the maintenance team at (i) Clapham depot on a 24-hour basis, (ii) Waterloo station for morning peak and evening peak shifts, Monday to Friday, and (iii) Fratton, Bournemouth and Farnham depots for the night shifts.

10.14 Safe Method of Working

Any amendment to the Safe Method of Working shall be agreed between the Service Provider and the Company and shall not constitute a Variation under the Variation Procedure.

10.15 Suspension

- (a) The Company shall have the right to suspend the provision of the whole or any part of the performance of the Service Provider's obligations under this Agreement (including the Services) whenever there is a Suspension Notice (as defined in the Track Access Agreements) served by Network Rail and which is in existence and continuing in effect.
- (b) Unless and to the extent that the Suspension Notice is caused by the Service Provider, the Variation Procedure shall apply in determining the Service Payments to be made to the Service Provider in respect of such suspension.

10.16 Terms of access

Subject to any contrary provision of this Agreement or unless otherwise agreed in writing between the Service Provider and the Company, the following terms shall apply where the Company grants or arranges for the grant of access for the Service Provider or any Relevant Person of the Service Provider to any Location in connection with the performance of the Service Provider's obligations under this Agreement (including the provision of the Services):

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- (a) any rights of access so made available to the Service Provider in connection with this Agreement shall be made available to the Service Provider free of charge, on a non-exclusive basis, and shall be used by the Service Provider solely for the purposes of performing the Service Provider's obligations under this Agreement (including the provision of the Services) and to the extent that the Company thereby incurs costs relating to any expansion of the facilities available at that Location, the Service Provider shall indemnify the Company against such costs;
 - (b) these provisions shall not create any tenancy and the Service Provider shall have the access rights to use any such land or premises as a licensee only and shall vacate the same upon termination of this Agreement or, if earlier, if the Service Provider ceases to require access rights to such land or premises for the purposes of performing the Service Provider's obligations under this Agreement (including the provision of the Services) (whereupon the Service Provider shall promptly notify the Company);
 - (c) the Service Provider shall procure that whenever it is necessary for any Sub-Contractor or any other Relevant Person of the Service Provider to exercise such access rights, it shall comply with the rules, regulations and reasonable requirements of the Company (or other relevant facility owner) in force and notified to the Service Provider from time to time at that land or premises, including rules relating to health and safety and security;
 - (d) any injury, disease or dangerous occurrence involving any employee or Sub-Contractor of the Service Provider or any equipment belonging to the Service Provider or any Relevant Person of the Service Provider which requires to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985 shall be reported by the Service Provider to the Company (or other relevant facility owner) in addition to any report which it is the responsibility of the Service Provider to make to the HSE;
 - (e) the Service Provider shall notify the Company (or other relevant facility owner) of any special health or safety hazards which might be involved in the performance of the Service Provider's obligations under this Agreement (including the provision of the Services) to be undertaken at the land or premises and shall advise it of any precaution that should be taken. In addition, the Service Provider shall draw to the attention of any Relevant Person of the Service Provider all hazards required to be notified under this Clause 10.16(e), and all hazards of which the Company (or other relevant facility owner) gives it notice. The Service Provider shall take all steps necessary to ensure that such persons are adequately instructed on such hazards and any associated safety measures;

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- (f) on vacating a Location pursuant to Clause 10.16(b), the Service Provider shall, at the Service Provider's expense, remove all its equipment and property and, if such removal causes any damage to any such land or premises, make good such damage;
 - (g) the performance of the Service Provider's obligations under this Agreement (including the provision of the Services) and any other work undertaken by the Service Provider and any Relevant Person of the Service Provider on such land or premises will be subject to, and the Service Provider shall be responsible for compliance with, Railway Group Standards;
 - (h) the Service Provider shall not use any Location except as provided in this Agreement; and
 - (i) the Service Provider shall not carry out any alteration to any Location other than:
 - (i) (subject to the Service Provider obtaining the prior written consent of the Company and any other Relevant Consents which may be required) any Location comprised within paragraph (a) or (b) of the definition of Siemens Service Facility; and
 - (ii) any Location comprised within paragraph (c) of the definition of Siemens Service Facility.

10.17 Exclusion of Northam Depot from terms of access

Without prejudice to the terms of the Northam Transaction Documents, the Company and the Service Provider agree that the Northam Depot shall be excluded from the application of Clause 10.16 (*Terms of Access*).

11 SPARES ETC.

11.1 Spares

- (a) Subject to the Lessor leasing the Spares to the Company under the Operating Lease, the Company shall make the Spares available to the Service Provider during the Agreement Duration for use in the performance of the Service Provider's obligations under this Agreement (including the provision of the Services).
- (b) The Service Provider shall ensure that all Parts are removed, replaced, installed, stored and kept free from Security Interests as required by paragraph 7 of schedule 6 of the Operating Lease.

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- (c) The Service Provider will co-operate with the Company in complying with its obligations under paragraph 3(b) (*Part Replacement*) of Schedule 7 (*Maintenance and Repair*) of the Operating Lease.

11.2 Replenishment

- (a) The Service Provider shall maintain the agreed stock of Spares in the number and condition required by this Agreement by replenishing items on usage and will always maintain the Spares described in Schedule 12 of this Agreement.
- (b) The Lessor and the Company shall be entitled to inspect and audit the Spares and their values from time to time in accordance with Clause 9.7 (*Audit rights*).
- (c) In accordance with paragraph 3.6 of schedule 6 (*No Pooling*) to the Operating Lease, the Service Provider shall not, and shall not permit the entering into of, any pooling agreement or arrangement in respect of the Units including, for the avoidance of doubt, any Part.

11.3 Title

- (a) In accordance with paragraph 7(f) of schedule 6 of the Operating Lease, title to all Parts installed on any Unit whether by way of replacement, as the result of a Modification under this Agreement, or otherwise will on installation, without further act, vest in the Lessor (subject to any Lessor Lien) or, as the case may be, any relevant Financier which is the owner (or, as the case may be, mortgagee) of such Unit subject to the Operating Lease, free and clear of all Security Interests other than Permitted Liens. The Service Provider will co-operate with the Company in taking all such steps and executing and procuring the execution of all such instruments as the Lessor may reasonably require and which are necessary to ensure that title so passes to the Lessor or, as the case may be, the Financier according to Applicable Laws.
- (b) Except as referred to in paragraph (a) above, any Part at any time removed from a Unit will remain the property of the Lessor or, as the case may be, the relevant Financier which is the owner (or, as the case may be, mortgagee) of such Unit until a replacement has been made in accordance with the Operating Lease and until title in that replacement has passed, according to Applicable Laws, to the Lessor (or to the Financier) subject to the Operating Lease, free of all security interests other than Permitted Liens, whereupon title to the removed Part will pass to the Company or its nominee free of Lessor Liens.
- (c) In accordance with paragraph 2.8 of Schedule 2 to the Purchase Agreement, title to the Spares shall pass to the Lessor upon payment of the amount agreed between the Contractor and the Lessor under paragraph 2.3 of Schedule 2 to the

Purchase Agreement and the leasing by the Company of the Spares under the Operating Lease shall commence simultaneously with the passing of title to the Spares to the Lessor.

- (d) Title to any item of testing equipment belonging to the Service Provider which may be attached to a Unit or Vehicle for the purposes of testing any part of such Unit or Vehicle or testing any newly-installed Spare shall remain vested in the Service Provider.

11.4 Not used

11.5 Special tools/test equipment

The Company shall make the special tools and test equipment set out in Schedule 16 (*Special Tools*) available to the Service Provider during the Agreement Duration for use in the performance of the Service Provider's obligations under this Agreement (including the provision of the Services).

12 EMPLOYMENT ARRANGEMENTS

12.1 Definitions

For the purposes of this Clause 12, the following definitions apply:

"ARD" means the European Council Directive 2001/23/EC, commonly known as the Acquired Rights Directive as amended.

"Employment Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

"Exempt Relevant Employees" shall mean such of the Relevant Employees, as agreed with the Company who have been offered and have accepted ongoing employment with the Service Provider to take effect from the termination of this Agreement.

"Relevant Employee" means an employee of the Service Provider or a Sub Contractor who is employed wholly or mainly in or assigned to the provision of the Services on the termination or expiry of this Agreement, or at the time that notice of termination of this Agreement is given or on the date specified in Clause 12.4(a)(ii) or **Error! Reference source not found.** of this Agreement on the date of transfer of the relevant obligations or Services referred to in Clause 12.2(a).

"Successor" means any third party who takes over in whole or in part the performance of the obligations of the Service Provider under this Agreement (including the provision of the Services) on or from the date on which this Agreement terminates or the relevant obligations or Services are transferred.

12.2 Cessation of Service and Employee Transfers

- (a) If this Agreement terminates for any reason other than by reason of expiry through the effluxion of time, or any part of the obligations of the Service Provider (including the provision of the Services) is no longer provided by the Service Provider or any of its Sub-Contractors (or is transferred to the Company or a Successor on termination, variation, amendment or other alteration of any Sub-Contract), and the Employment Regulations and/or the ARD apply to such termination or transfer, the following provisions shall (unless such novation or replacement of this Agreement is made pursuant to any DfT Direct Agreement) apply:
- (i) The contract of employment of each Relevant Employee (save for any Exempt Relevant Employees) shall have effect as if originally made between the Relevant Employee and the Company and/or the relevant Successor on or from the date on which this Agreement terminates or the relevant obligations or Services are transferred and, in relation to any occupational pension scheme, the extent so provided by the Employment Regulations;
 - (ii) The Company and/or the relevant Successor shall continue to employ such Relevant Employees on terms and conditions of employment which are no worse in any respect than those which they enjoyed with the Service Provider or Sub-Contractor prior to termination of this Agreement or the transfer of the relevant obligations or Services;
 - (iii) The Service Provider, to the extent possible, undertakes to the Company and/or the relevant Successor that it or its Sub-Contractor shall comply with its obligations under the Employment Regulations or the ARD to inform and consult all Relevant Employees in connection with the termination of this Agreement and the transfer of their employment to the Company or any Successor;
 - (iv) The Company and/or the relevant Successor shall provide the Service Provider and/or any Sub Contractor with such information as is required to enable the Service Provider and/or any Sub Contractor to consult with the Relevant Employees and/or their appropriate representatives pursuant to Regulation 13 of the Employment Regulations.
 - (v) The Service Provider will indemnify the Company and/or any relevant Successor against any losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses and

interest) which transfer from the Service Provider or any Sub-Contractor by reason of the Employment Regulations and/or the ARD arising:

- (A) subject to Clause 12.2(a)(vi)(C) directly out of any act or omission of the Service Provider (or any relevant Sub-Contractor) prior to the date of termination of this Agreement or the ending of the performance of this Agreement (including the provision in whole or in part of the Services) by the Service Provider or any relevant Sub-Contractor in relation to the employment or termination of employment of any Relevant Employee;
 - (B) out of any claim by any trade union, works council, staff association, employee representative (whether or not recognised by the Service Provider or relevant Sub-Contractor) or Relevant Employee arising directly out of a failure or alleged failure by the Service Provider or relevant Sub-Contractor to comply with its legal obligations to consult with the Relevant Employees or their appropriate representatives under Regulation 13 of the Employment Regulations, but only to the extent that such failure is not attributable to any failure on the part of the Company or any Successor to comply with its obligations under Regulation 13 of the Employment Regulations.
- (vi) The Company will indemnify the Service Provider and any Sub-Contractor against any losses, costs, claims, demands, action, fines, penalties, awards, liabilities and expenses (including legal expenses and interest) arising:
- (A) directly out of any act or omission of the Company on or after the date of termination of this Agreement or the ending of the performance of this Agreement (including the provision in whole or in part of the Services) by the Service Provider or any relevant Sub-Contractor in relation to the employment or termination of employment of any Relevant Employee on or after such date, including any claims brought by any Relevant Employees as a result of any changes to their terms and conditions of employment by the Company or any Successor on or after the termination of this Agreement;
 - (B) out of any claim by any trade union, works council, staff association, employee representative (whether or not

recognised) or Relevant Employee arising directly out of a failure or alleged failure by the Company and/or any Successor to comply with its legal obligations to provide information to the Service Provider and/or its Sub-Contractor in accordance with Regulation 13(4) of the Employment Regulations in respect of any Relevant Employees;

(C) out of any claim brought by any Relevant Employees on the grounds that the transfer or proposed transfer of their employment to the Company or any Successor amounted to or would have involved detrimental changes to their terms and conditions of employment.

(b) If this Agreement terminates as a result of a Service Provider Event of Default or any of the circumstances set out in Clause 21.2(a)(i), (iii) or (iv) and the Employment Regulations do not apply upon such termination, the Company may elect, and give written confirmation to the Service Provider and any Sub-Contractor that it has done so that the Employment Regulations shall be deemed to apply to the Relevant Employees, excluding the Exempt Relevant Employees, in which case the following provisions shall apply:

(i) The contract of employment of each Relevant Employee shall have effect as if originally made between the Relevant Employee and the Company and/or the relevant Successor on or from the date on which the Agreement terminates (a "Deemed Transfer") and the Service Provider agrees to cooperate with the Company and/or the relevant Successor to ensure that this happens;

(ii) The Company shall indemnify the Service Provider or any relevant Sub-Contractor against any loss, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses and interest) arising out of:

(A) any claim brought by any such Relevant Employees by reason of a Deemed Transfer or proposed Deemed Transfer of their employment to the Company or any Successor including without limitation any claims for constructive or unfair dismissal; and

(B) any act or omission of the Company or any Successor after the date of such Deemed Transfer.

(iii) The Service Provider will indemnify the Company for any costs arising out of making of up to [REDACTED] of the Relevant Employees redundant within

two months of such Deemed Transfer of Relevant Employees but excluding any costs or liabilities associated with the Company's failure to follow a fair redundancy procedure and/or its failure to comply with all relevant statutory or contractual obligations.

- (c) Subject to Clause 21.6, and in the event that the Employment Regulations do not apply, following a Company Event of Default and the subsequent termination of this Agreement pursuant to Clause 20.2 by the Service Provider the Company shall indemnify the Service Provider for any costs arising out of making any Relevant Employee redundant within two months of such termination of this Agreement but excluding any costs or liabilities associated with the Service Provider's failure to follow a fair redundancy procedure and/or its failure to comply with all relevant statutory or contractual obligations.
- (d) For the avoidance of doubt, this Clause 12.2 shall survive termination of this Agreement however it arises.

12.3 Conduct of claims

Any claim for an indemnity shall, for the avoidance of doubt, be dealt with in accordance with Clause 25.6 (*Handling of incidents etc.*).

12.4 Prohibited Acts

- (a) Neither the Service Provider nor any Sub-Contractor will:
 - (i) in the event of notice of termination of this Agreement for any reason with effect from the date on which such notice is given; or
 - (ii) from a date six Reporting Periods before the expiry of the fixed term of this Agreement as contained in Clause 4.1 (*Agreement Duration*),carry out a Prohibited Act (as defined below) in relation to a Relevant Employee.
- (b) Subject to Clause 12.4(c) the Prohibited Acts are:
 - (i) the termination of the employment of any Relevant Employee for any reason whatsoever except for gross misconduct, gross negligence or repeated (after warning) poor performance;
 - (ii) the alteration or change in any way of any terms and conditions of employment of any Relevant Employee (whether with or without the consent of such Relevant Employee) except to implement any salary reviews or salary increases reasonably expected to be awarded in the

ordinary course of business or any contractual changes prior to any date specified in Clause 12.4(a) of this Agreement;

- (iii) the recruitment (except as a replacement for an employee whose employment is terminated and where the replacement is being recruited on terms which are not materially better than the terms of the employee being replaced) of any employee to provide the Services except where the Company's prior consent has been given, in which case such employees will be deemed to be Relevant Employees; and
 - (iv) the relocation or assignment to new duties of any Relevant Employee save where necessary to comply with any obligations of the Service Provider or Sub Contract under any applicable law (including without limitation the Disability Discrimination Act 1997, as amended).
- (c) An act shall not be a Prohibited Act if it is done in the ordinary course of business and is neither intended, nor likely, to frustrate or affect adversely and materially any business which may pass to a Successor or any other third party who takes over the performance of the obligations of the Service Provider (including without limitation the provision of some or all of the Services), and the proposed changes will not place the Company in breach of the Passenger Service Agreement.

12.5 Relevant Employees

The Service Provider shall, after notice of termination of this Agreement has been given for whatever reason, (and to the extent it is able to do so without breaching any other legal obligation in which case the Service Provider shall use all reasonable endeavours to procure such disclosure without breach of legal obligation) deliver to the Company promptly on request details of terms and conditions of the Relevant Employees and their benefits (including bonuses), whether contractual or discretionary, working arrangements relating to shift patterns and hours worked and a skills database for each employee detailing the task or skill for which such employee has been trained during this Agreement. It is expressly acknowledged that the Company can pass such information on to prospective third parties who may take over the performance of the obligations of the Service Provider (including without limitation the provision of some or all the Services) in whole or in part.

12.6 Personnel records, etc.

On the date of termination of this Agreement, however it arises, or the transfer of the relevant obligations or Services referred to in Clause 12.2(a), the Service Provider shall (and to the extent it is able to do so without breaching any other legal obligation in which case the Service Provider shall use all reasonable endeavours to procure such disclosure

without breach of legal obligation) deliver or procure the delivery to the Company copies of all personnel and employment records (including without limitation national insurance and PAYE records), employment contracts and statements of terms and conditions of employment and disciplinary records relating to the Relevant Employees including full particulars of:

- (a) each Relevant Employee, including name, sex, and the date on which continuity of employment began for each Relevant Employee for statutory purposes;
- (b) terms and conditions of employment of each Relevant Employee;
- (c) all payments, benefits or changes to terms and conditions of employment promised to any Relevant Employee;
- (d) dismissals of Relevant Employees or termination of employment effected within 12 Reporting Periods of the date of termination and disciplinary records relating to Relevant Employees;
- (e) all agreements or arrangements entered into in relation to the Relevant Employees between the Service Provider or any relevant Sub-Contractor or relevant employer and any trade union or association of trade unions or organisation or body of employees including elected representatives; and
- (f) all strikes or other industrial action taken by any Relevant Employee within 12 Reporting Periods of the date of termination of this Agreement.

It is expressly acknowledged that the Company may pass such documentation over to any third party who may take over the performance of the obligations of the Service Provider (including without limitation the provision of some or all the Services) in whole or in part.

12.7 Concessionary fares

During the Maintenance Period, the Company will offer concessionary fares to staff of the Service Provider on a basis to be determined by the Company in its absolute discretion subject to any tax liability being paid for by the Service Provider.

13 INTELLECTUAL PROPERTY RIGHTS

- (a) The Service Provider may not use any trade names or trade marks of the Company. In relation to Intellectual Property Rights other than any trade names or trade marks of the Company, the Service Provider may only use such Intellectual Property Rights to the extent (if any) necessary for the purpose of performing its obligations under this Agreement and to the extent owned and permitted, but for no other purpose.

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- (b) The Service Provider hereby licenses to the Company on an irrevocable perpetual royalty-free basis (with the right to sublicense to any Sublessee of the Units or any person providing maintenance or related services to the Company or any Sublessee) all Intellectual Property Rights (existing or future) (excluding the Deliverable Documentation, Technical Resource Materials and Escrow Materials (as those terms are defined in the Purchase Agreement)) used or created in the provision of the Standard Services and Additional Services for the purpose of:
- (i) operating and maintaining the Units (including personnel training);
 - (ii) repairing the Units;
 - (iii) modifying the Units in accordance with paragraph 2 of Part B of Schedule 2;
 - (iv) maintaining a reasonable number of copies of materials containing information relevant to such Intellectual Property Rights for back-up purposes;
 - (v) adapting and using such materials in staff manuals;
 - (vi) complying with the request of a Competent Authority acting under Applicable Laws; and
 - (vii) copying the materials containing information relevant to such Intellectual Property Rights solely for the purposes licensed above.
- (c) In this Clause 13 "**Service Technical Resource Materials**" means, in relation to the repair of the Units, As-built Drawings, Manufacturing Documents, structural calculations, configuration control records, basic design parameters, Test Equipment, operating systems software and object code, all input and output specifications relating to all systems and equipment supplied, or to be supplied under this Agreement, test reports for all equipment and systems on or relating to the Units and all design calculations and assumptions for all equipment supplied or due to be supplied under this Agreement (if any) all to the extent created in the course of the repair of the Units and excluding always the Technical Resource Materials as that term is defined under the Purchase Agreement. In this clause 13(c), "As-built Drawings", "Manufacturing Documents" and "Test Equipment" have the same meanings as are given to them in the Purchase Agreement.
- (d) The Service Provider grants to the Company a non-exclusive, irrevocable royalty free licence with the right to grant sublicences to any operator of the Units, any

Sublessee and any person carrying out maintenance and related services on behalf of any of them to use the Service Technical Resource Materials from the date of this Agreement for the life of each Unit for the purpose of:

- (i)
 - (A) operating the Units (including personnel training);
 - (B) maintaining a reasonable number of copies of materials containing information relevant to such Service Technical Resource Materials for back-up purposes;
 - (C) adapting and using such materials in staff manuals;
 - (D) complying with the request of a Competent Authority acting under Applicable Laws; and
 - (E) copying the materials containing information relevant to such Service Technical Resource Materials solely for the purposes licensed in this paragraph (v); and

- (ii)
 - (A) maintaining the Units (including personnel training);
 - (B) repairing the Units;
 - (C) modifying the Units in accordance with paragraph 2 of Part B of Schedule 2; and
 - (D) copying the materials containing information relevant to such Service Technical Resource Materials solely for the purposes licensed in this paragraph (ix),

provided that except in circumstances where this Agreement has been terminated as a result of a breach by the Service Provider of any of its obligations hereunder

- (iii) the Company shall have paid the Service Provider all sums due under this Agreement; and
- (iv) if applicable, the Service Provider has been given the opportunity to tender its proposal to carry out the relevant work necessary on the terms set out in paragraphs 2 and 3 of Part D of Schedule 4; and
- (v) to make a reasonable number of copies for back-up purposes.

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- (e) The Company shall be permitted to grant sub-licences (with the right to grant a further sub-licence to any person carrying out maintenance, repair or overhaul services for the Company) on the terms set out in Clause 13(d) of the licences to use the Service Technical Resource Materials but only to the extent that the granting of such sub-licences is necessary to enable the Company to procure and/or permit the performance of one or more of the purposes for which the Company is granted a licence. Any such sub-licences shall automatically terminate upon the expiry or termination of the equivalent licence granted to the Company.
- (f) Notwithstanding any provision of Clauses 13(b) - (e):
- (i) sub-licences of the Service Technical Resource Materials to any third parties may only be granted for so long as they are contracted by the Company to provide maintenance and/or overhaul services in relation to the Units or, in the case of any operator of the Units, for so long as it operates the Units;
 - (ii) sub-licences of the Service Technical Resource Materials shall only be granted by the Company to a person providing maintenance services on its behalf with the Service Provider's consent, not to be unreasonably withheld or delayed;
 - (iii) in relation to paragraph (ii) above, it shall be unreasonable for the Service Provider to delay consent beyond ten Working Days; and
 - (iv) in relation to paragraph (ii) above, if the Service Provider withholds consent, it shall promptly notify to the Company the reasons for such consent being withheld and shall use all reasonable endeavours to provide proposals to mitigate the effect of such consent being withheld.
- (g) The licences granted under Clauses 13(b) - (f) shall be deemed to be a permission to disclose the materials for the purpose of Clauses 26.3 and 26.4. The Company acknowledges that the items listed above in this licence are confidential and shall only be disclosed to third parties under an obligation of confidentiality equivalent to that under this Agreement.
- (h) In this Clause 13, "**Existing Intellectual Property Rights**" means Intellectual Property Rights that are the subject matter of a licence (whether conditional or not) under the Purchase Agreement. To the extent that the Intellectual Property Rights licensed in Clauses 13(b) - (f) above are Existing Intellectual Property Rights, the Company shall have no greater rights in respect of the Intellectual

Property Rights in such materials than if it were the Lessor under the Purchase Agreement.

- (i) The Service Provider warrants that in performing its obligations under this Agreement, it shall not infringe the Intellectual Property Rights of any person. The Service Provider hereby indemnifies the Company in relation to the infringement or alleged infringement of any Intellectual Property Rights of any third party caused by the Company or any of its sublicensees using the licences granted by the Service Provider under Clauses 13(b) - (f) or Clause 7.10, except that the Service Provider shall not be required to indemnify the Company in respect of modifications made by or on behalf of the Company or its sublicensees to the subject matter of a licence.
- (j) The Service Provider hereby indemnifies the Company in relation to the infringement or alleged infringement of any Intellectual Property Rights of any third party by the performance by the Service Provider of its obligations under this Agreement (including the provision of the Standard Services and the Additional Services) except that the Service Provider shall not be required to indemnify any person to the extent that the infringement or alleged infringement results from breach by or on behalf of the Company of its obligations under this Agreement.
- (k) The Service Provider, in relation to the indemnities under Clauses 13(b)(i) and (j) above shall fully indemnify and keep indemnified the Company within thirty days of demand against any action, claim, demand, proceeding, cost, charge or expense (including reasonable legal expenses on a solicitor-client basis), and against all costs and damages of any kind which the indemnified Party may incur in connection with any actual or threatened proceedings before any court or arbitration body, arising from or incurred by the indemnified Party by reason of the matter which is the subject of the indemnity in question.
- (l) The Parties agree that the Service Provider shall be entitled to control all proceedings in relation to any claim for which it has granted an indemnity under Clauses 13(b)(i) and (j) above. Should the Company receive a claim for which it wishes to call upon an indemnity granted under Clauses 13(b)(i) and (j) above, it must:
 - (i) notify the Service Provider promptly of such claim;
 - (ii) not admit liability in relation to or settle such claim without the prior written consent of the Service Provider;

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- (iii) allow the Service Provider to contest or settle such claim as it sees fit; and
 - (iv) provide all reasonable assistance to the Service Provider in connection with its handling of such claim.
 - (m) Without prejudice to Clause 13(j) above, where the performance by the Service Provider of its obligations under this Agreement infringes (or is conceded or agreed by the Service Provider to infringe) the Intellectual Property Rights of a third party:
 - (i) the Service Provider shall promptly and at its cost either:
 - (A) procure the licence of such Intellectual Property Rights to enable it to perform its obligations under this Agreement; or
 - (B) modify the performance of its obligations under this Agreement so that no Intellectual Property Rights of a third party are infringed,

in each case, without the Service Provider committing a further breach of its obligations under this Agreement;
 - (ii) the Variation Procedure shall not apply; and
 - (iii) no such procuring or modifying shall constitute an Additional Service.
 - (n) The warranties and indemnities at Clause 13(b)(i) to (m) above shall not apply in relation to any claim that the design, construction or use of the Units infringes the Intellectual Property Rights of any third party, in respect of which the indemnity given by the Contractor to the Lessor under clause 15.10(a)(ii) of the Purchase Agreement relates.
 - (o) Sublicences of the materials licensed under this Agreement to Sublessees or any other third parties may only be granted, in the case of Sublessees, for the duration of such sublease, or in relation to other third parties, for so long as they are contracted by the Company or Sublessee to provide maintenance and/or overhaul services in relation to the Units.
 - (p) Whenever there is a request from a Competent Authority that would, save for this Clause 13(p), result in the release of confidential information of the Service Provider licensed under this Agreement relating to the manufacture of the Units to the Competent Authority, then, where practicable, prior to that release taking place, the Service Provider shall be given a reasonable opportunity to discuss the release of that information directly to the Competent Authority in such a way

that the Service Provider is directly in control of and can minimise the adverse consequences of that release. The Service Provider shall act in a timely manner in respect of such discussions and disclosures to the Competent Authority.

14 RIGHTS OF THE COMPANY TO AUTHORISE WORK BY OTHERS

14.1 Failure to provide Services

- (a) If the Service Provider fails to perform any of its obligations (including providing any of the Services) in accordance with, or fails to any material extent to carry out any activity required under, this Agreement or refuses to comply with any proper requirement of the Service Manager under this Agreement within the specified period (or, if no period is specified, within a reasonable time), the Service Manager may (without limiting the Company's other remedies under this Agreement) give the Service Provider notice in writing (or such shorter period of notice as the Service Manager considers necessary) requiring the Service Provider to remedy that failure, carry out that activity or comply with such requirement of the Service Manager.
- (b) If the Service Provider fails to comply with the requirements of the Service Manager in relation to the obligations (including the Services) specified in any notice given pursuant to paragraph (a), the Company may carry out those obligations (including any Services) or any part of them or any such activity or requirement using its own or third party personnel and resources.
- (c) The Company shall give notice to Service Provider of the identity of the person(s) who the Company has nominated to carry out those obligations (including any Services). The Service Provider shall not be entitled to any relief of the performance of its obligations under this Agreement as a result of the fact that this work has been carried out by the Company's nominated third party.
- (d) Without prejudice to any other right or remedy of the Company under this Agreement, all expenditure reasonably incurred by the Company in having those obligations (including any Services, activity or requirement carried out (including, without limitation, any Value Added Tax which is unrecoverable within Clause 25.2 (*Accounting assumptions*)) shall be recoverable as a debt by the Company from the Service Provider and the Company may deduct such amounts from any amount due or to become due to the Service Provider under this Agreement. All such expenditure shall be certified by the Company (accompanied by reasonably detailed supporting written evidence).

14.2 Urgent remedial work

If, by reason of any accident or failure or other event affecting safety occurring to, on, in, or in connection with, the Units or the performance of its obligations under this Agreement (including the provision of the Services), any remedial or other work shall be urgently necessary in the opinion of the Service Manager, and following consultation with the Service Provider (where reasonably practicable) the Service Provider is unable or unwilling promptly to do such remedial or other work (or where the occurrence of a Force Majeure Event prevents the Service Provider from providing the Units or performing its obligations (including the provision of the Services) in accordance with, or complying with its obligations under, this Agreement), then the Service Manager may authorise the carrying out of that remedial or other work by a person other than the Service Provider and/or by Company Employees. If the remedial or other work so authorised by the Service Manager is work which the Service Provider was liable to do under this Agreement (and, for the avoidance of doubt, where the occurrence of a Force Majeure Event prevents the Service Provider from providing the Units in accordance with, or complying with its obligations under this Agreement, the Service Provider shall not be so liable), all expenditure properly and reasonably incurred in carrying out that work shall be recoverable as a debt by the Company from the Service Provider and the Company may deduct such amounts from any amount due or to become due to the Service Provider from the Company under this Agreement. The Company shall ensure that any such remedial work is carried out by appropriately qualified and experienced engineers.

14.3 Rights to use Service Provider facilities and plant etc.

For the purposes of the exercise of the rights reserved to the Company and third parties under this Clause 14, the Service Provider hereby agrees to grant to the Company or to procure the grant to the Company of the right to use any Location and any Service Provider's plant and facilities (whether belonging to the Service Provider or used by the Service Provider in connection with the Units and the performance of its obligations (including the provision of the Services)) and to use, test, operate and do all such things as may be required or necessary (in respect of the Units, the performance of its obligations (including the provision of the Services), any Location, the Service Provider's equipment, facilities and any other relevant assets under the Service Provider's control or possession) to assist or enable the Company and the third party to carry out work to make up for or remedy any deficiency in the Service Provider's performance of its obligations (including the provision of the Services) or exercise its rights under this Clause 14 provided that nothing in this Clause 14 shall grant, or shall be deemed to grant, to the Company any right of access to any maintenance depot which would require the consent of the Regulator under Section 18 of the Railways Act.

14.4 Exclusive possession

Nothing in Clauses 14.1 to 14.3 shall be construed as giving the Company exclusive possession of any Location.

15 PAYMENT**15.1 Amount of Standard Service Payments**

- (a) In consideration of the provision of the Standard Services, subject to the remaining provisions of this Clause 15 and the provisions of Schedule 2 (*Services*) and Schedule 3 (*Performance Regime*), the Company shall pay to the Service Provider the amounts set out in paragraph 3 of Part A of Schedule 2 (*Services*), subject to Indexation in accordance with Schedule 9.
- (b) The Service Provider shall invoice the Company, on the first day of each Reporting Period, or as soon as possible thereafter, commencing on the first day of the Maintenance Period in respect of the Standard Services to be provided for that Reporting Period and the Company shall pay the Service Provider within 30 days after receipt of invoice.
- (c) Payment in respect of part of any Reporting Period at the start of the Agreement Duration shall be invoiced on a pro rata basis on the first day of the immediately succeeding Reporting Period and paid in accordance with Clause 15.1(b). Payment in respect of part of any Reporting Period at the end of the Agreement Duration (other than due to early termination) shall be invoiced on the first day of the immediately preceding Reporting Period and paid in accordance with Clause 15.1(b).

15.2 Adjustments to Standard Service Payments

The Standard Service Payments shall be adjusted:

- (a) in accordance with the mileage adjustment formula described in paragraph 3 of Part A of Schedule 2 (*Services*);
- (b) in accordance with the Variation Procedure (if relevant); and
- (c) in the event of early termination prior to the Scheduled Expiry Date in respect of any payment due for part of a Reporting Period.

15.3 Accepting and disputing payments

Any Dispute between any of the Parties shall be dealt with in accordance with the Dispute Resolution Procedure.

15.4 Service Payments inclusive

- (a) Save as expressly provided otherwise in this Agreement, the Standard Service Payments are inclusive of all costs and charges whatever in relation to the provision of the Standard Services in accordance with this Agreement and all premiums payable by the Service Provider to enable it to comply with its obligations under this Agreement (other than obligations assumed by it in relation to any Additional Services).
- (b) Save as expressly provided otherwise in this Agreement, the Additional Service Payments are inclusive of all costs and charges whatever in relation to the provision of the Additional Services in accordance with this Agreement and all premiums payable by the Service Provider to enable it to comply with obligations assumed by the Service Provider in relation to any Additional Services.
- (c) The Standard Service Payments do not include the charges for any Additional Services.

15.5 Payment for Additional Services

The Company shall pay the Service Provider for the provision of the Additional Services:

- (a) in the case of Budgeted Additional Services, in accordance with the labour charges, labour rates and material charges agreed in accordance with Clause 9.22 (*Cost of Additional Services*); and
- (b) in the case of all other Additional Services, at the price or rate set out in the proposal for those Additional Services approved by the Company under Clause 9 (*Service Provision*).

15.6 Invoicing and payment

Where Additional Services are provided in any Reporting Period, the charges for those Additional Services:

- (a) shall be separately itemised and invoiced by the Service Provider to the Company within 10 Working Days after the end of the Reporting Period during which they were provided; and
- (b) shall be paid by the Company within 30 days after receipt of the relevant invoice.

15.7 Currency and Mode of Payments

- (a) The currency of account and payment under this Agreement for the various payments under this Agreement shall be pounds sterling.

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- (b) All payments under this Agreement shall be made by same day electronic transfer (or such other form of electronic transfer as may be agreed between the Parties) to such account of the payee Party notified by it to the paying Party from time to time.
 - (c) If the due date for any payment would otherwise be a day which is not a Working Day, the due date shall be the Working Day immediately following the original due date.

15.8 Overpayments and Deductions

No payment made by either Party to the other under this Agreement shall prevent the paying Party from recovering any amount overpaid or wrongfully paid by the paying Party under this Agreement and/or related agreements (however that payment may have arisen) including, but not limited to, those paid by mistake of law or of fact.

15.9 VAT

- (a) All payments under this Agreement are exclusive of VAT. Where any payment by the Service Provider to the Company or by the Company to the Service Provider pursuant to this Agreement constitutes consideration for a taxable supply made by the Company or the Service Provider (as the case may be) for the purposes of VAT or there is otherwise made under the terms of this Agreement a taxable supply for such purposes, then that payment shall be increased by, or (as the case may be) there shall be payable at the time of such supply by the Party to which such supply is made, the amount of VAT properly chargeable on such supply, subject to prior receipt by the relevant Party of a proper tax invoice in respect of such VAT.
- (b) Where, however, a tax invoice in respect of such VAT is received by the relevant Party at a subsequent date, the amount of such VAT shall thereupon be due and payable by such Party; **provided that** where any Standard Service Payment or Additional Service Payment is abated under the provisions of this Agreement any VAT payable by the Company pursuant to this Agreement shall be no greater than the VAT properly chargeable on the net amount of the Standard Service Payment or Additional Service Payment as so abated (but so that the above provisions of this Clause 15.9 shall not apply where, and to the extent that, such abatement does not reduce the value of the relevant supply made by the Service Provider for VAT purposes for which the Standard Service Payment or Additional Service Payment is consideration).
- (c) Under this Agreement, where any amount representing a previous payment or part of it (whether or not identifiable) is rebated to the Company, then, where and

to the extent that such rebate is treated as reducing the value of any supply by the Service Provider for VAT purposes for which the relevant Standard Service Payment or Additional Service Payment is consideration (or is treated as consideration for any supply by the Company for VAT purposes) an amount in respect of VAT at the appropriate rate on such rebate shall also be repaid to the Company, to the extent that the Service Provider is entitled to issue a credit note for VAT purposes in respect of the same.

15.10 Default Interest

- (a) Payments made late by either Party to this Agreement to the other shall carry interest at the Default Rate (before as well as after judgment) beginning on the day of actual default and ending on and including the date of actual payment.
- (b) Interest shall be compounded monthly and calculated on the basis of the actual number of days elapsed and a 365 day year.
- (c) Where interest is payable under this Clause 15, it shall be paid in the currency in which the relevant late payment was due to be made.

15.11 Gross-up

If any deduction or withholding is required by Applicable Law in relation to any payment hereunder, but excluding Standard Service Payments, Additional Service Payments, bonus payments and penalty payments under the Performance Regime, the paying Party shall increase the payment made to the payee Party so that the net amount received and retained by the payee Party after that deduction or withholding (and after taking account of any further deduction or withholding which is required and which arises as a consequence of the increase) shall be equal to the full amount which the payee Party would have received and retained if no such deduction or withholding had applied, **provided that:**

- (a) if a Party receives, realises, utilises and retains a Tax benefit by reason of any deduction or withholding in respect of which the other Party has been obliged by this Clause 15.11 to pay an additional amount or compensating sum, the relevant party shall pay to the other Party (to the extent that the relevant party can do so without prejudicing the amount of that benefit or the right of the relevant Party to obtain any other benefit, relief or allowance which may be available to it) such amount, if any, as shall leave the relevant party in no better and no worse position than the relevant Party would have been in had the deduction or withholding not been required; and
- (b) neither Party shall be obliged to make any increase in any payment pursuant to this Clause 15.11:

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- (i) in relation to any Tax which it is obliged to deduct or withhold as a consequence of the payee Party having an effective place of management outside the United Kingdom or carrying on any business or other activity outside the United Kingdom;
 - (ii) to the extent that the obligation of the paying Party to deduct or withhold Tax would not have arisen but for the unreasonable failure of the payee Party to comply on a timely basis with a reasonable request by the paying Party to file or provide the paying Party with any claim forms or to give any notice or certificate or take any other similar action (in any such case) specifically identified by the paying Party which would have enabled the relevant payment to have been made without such withholding or deduction, being, in any such case, an action which would not result in any increased liability to Taxation or the loss of any relief from Taxation or to any other material cost to the paying Party or any member of its group;
 - (iii) to the extent that the obligation of the paying Party to deduct or withhold Tax would not have arisen but for any failure by the payee Party to comply with its obligations under, or breach by the payee Party of any representation or warranty given by it under, this Agreement;
 - (iv) to the extent that the obligation of the paying Party to deduct or withhold Tax would not have arisen but for any assignment or novation by the payee Party of any of its rights or interests under this Agreement; or
 - (v) in respect of any Tax deducted or withheld from interest payable pursuant to Clause 15.10 (*Default Interest*).

15.12 No Set-off

- (a) Subject to Clause 14.1 (*Failure to provide Services*), Clause 14.2 (*Urgent remedial work*), Clause 15.12(b) and Clause 19.7 (*Withholding payment*), neither Party shall be entitled to set-off any amount payable to it by the other Party against amounts due to it or to become due from it to the other Party under this Agreement.
- (b) The Company shall be entitled to set-off any amounts from time to time incurred by the Company under and in accordance with clause 8.2 of the Northam Deed of Termination against amounts due or to become due from the Company to the Service Provider under this Agreement and the Company shall give to the Service Provider reasonable prior written notice of the reasons for and the amount of any such set-off.

15.13 Time for Payments

Where any provision of this Agreement requires an amount to be paid by a Party such amount shall (unless expressly stated otherwise) be paid by such Party within fourteen days after receipt by it of a demand in writing from the other Party.

16 FORCE MAJEURE**16.1 Events**

A Force Majeure Event means any of the following events:

- (a) act of God including lightning, earthquake, hurricane, extraordinary storm or, extraordinary flood;
- (b) circumstances of war, hostilities (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy;
- (c) rebellion, revolution, riot or insurrection;
- (d) any national industrial action or national labour dispute affecting the party calling the Force Majeure Event; or
- (e) fire (provided that the relevant facility was protected by all appropriate security and health and safety measures and precautions against fire to a level at least conforming with Applicable Law and good business practice);

any of which renders impossible or illegal the performance by the Service Provider of its obligations under this Agreement (including the provision of the Services) by the Service Provider or the performance of the obligations of the Company under this Agreement.

16.2 Effect of Force Majeure Event

Neither party shall be in breach of an obligation under this Agreement to the extent that it is unable to perform that obligation in whole or in part by reason of the occurrence of a Force Majeure Event.

16.3 Notice and mitigation

If either party seeks to rely on this Clause 16, it shall immediately give written notice to the other with full particulars of the act or matter claimed as a Force Majeure Event. The party so affected shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event (including complying with the requests of the Service Manager and including, without limitation, using all reasonable endeavours to find alternative Locations at which to perform its obligations under this Agreement (including providing the Services)), and to continue to perform its obligations under this Agreement and keep the

other party informed of those steps. Such party shall in addition notify the other of any proposals, including any reasonable alternative means for performance of the affected obligations. If, at the request of the Company, the Service Provider incurs more expenditure on steps to mitigate or limit the damaging effects of a Force Majeure Event than it would have incurred in performing its obligations under this Agreement (including providing the Services) if the Force Majeure Event had not occurred (for the relevant period) then, upon production of evidence satisfactory to the Service Manager (such as invoices and receipts), of such expenditure, the Company shall pay an amount to the Service Provider equal to that excess.

16.4 Effect on payments

- (a) Subject to paragraph (b), if a Force Majeure Event occurs which results in the Service Provider being unable to perform its obligations under this Agreement (including providing the Services), the Company shall cease to be liable to pay the Standard Service Payments and the Additional Service Payments until and to the extent that the Service Provider resumes the performance of its obligations under this Agreement (including the provision of the Services) and the Performance Regime shall be suspended.
- (b) Paragraph (a) shall not apply if the Service Provider is able to provide and does provide, and the Company is able to benefit from, a part of the performance of its obligations under this Agreement (including the Services), then the Company will remain liable to pay the element of the Service Payments which is attributable to that part of the performance of its obligations under this Agreement (including the Services) which the Service Provider provides and from which the Company benefits and (to that extent) the Service Provider shall continue to be liable under and entitled to payments under the Performance Regime.
- (c) Nothing in this Clause 16 shall affect payment obligations owing in respect of obligations which have already been performed.

16.5 Third party provision of Services

If the Service Provider is the party affected by the Force Majeure Event, the Company may obtain the performance of the Service Provider's obligations under this Agreement (including the provision of the Services) from any third party until the Service Provider resumes performance of its obligations under this Agreement (including the provision of the affected Services). The Service Provider shall give all assistance and information to that third party which is necessary to enable that third party to perform the obligations of the Service Provider under this Agreement (including providing the Services) and shall procure like co-operation from each relevant Sub-Contractor.

16.6 Termination option

- (a) If a Force Majeure Event occurs which prevents either Party from carrying out all (or substantially all) of its obligations under this Agreement for more than 13 consecutive Reporting Periods, either Party may, following consultation with a view to resolving the matter for a period of not less than 60 days, terminate subject to Clause 16.6(b) this Agreement by one Reporting Period's notice in writing (expiring at any time on or after the last day of the period equal to the aggregate of 13 Reporting Periods plus 60 days plus one Reporting Period), in which case the provisions of Clause 21.2 (*Consequences of non-fault termination*) shall apply.
- (b) Each Party undertakes to the other not to exercise its rights of termination under this Clause 16.6 in relation to any Force Majeure Event the consequence of which is damage to or the destruction of the Northam Depot and in respect of which the Service Provider complies or is complying with its reinstatement obligations under the Northam Depot Sub-Lease.

17 INSURANCE

- (a) The Service Provider undertakes to comply with its insurance obligations set out in Schedule 10 (*Insurance*).
- (b) The Company undertakes to comply with its insurance obligations set out in the Operating Lease.

18 EARLY TERMINATION

18.1 Termination rights exhaustive

With the exception of the termination of this Agreement in accordance with Section 78 of the Procurement Act 2023, neither the Service Provider nor the Company shall have any right to terminate this Agreement other than pursuant to Clause 2.2(c) (*Conditions precedent*), Clause 16.6 (*Termination option*), Clause 19 (*Service Provider Default*), Clause 20 (*Company Default*) or Clause 37 (*Severability and Illegality*).

19 SERVICE PROVIDER DEFAULT

19.1 Service Provider Events of Default

The following events (each a "**Service Provider Event of Default**") constitute Service Provider Events of Default:

- (a) the Service Provider fails to comply with any of its payment obligations under this Agreement such that an undisputed sum in an aggregate amount of at least

██████████ is outstanding for a period of at least 10 days after the due date (or due dates) relating to such aggregate amount;

- (b) the Service Provider commits a substantial breach or persistent breaches of any material provision of this Agreement and (in the cases of breaches capable of being remedied) fails to remedy or to take substantial steps or provide evidence that substantial steps have been or are being taken towards remedying such breach(es) within 25 days after the Company has given written notice to the Service Provider requiring such breach(es) to be remedied;
- (c) the Service Provider fails to obtain or renew any Relevant Consent (including without limitation any required under the Railways Act) necessary for the Service Provider to obtain or renew in order to fulfil its obligations under this Agreement or any such Relevant Consent is revoked or withdrawn or expires (unless that failure, revocation, withdrawal or expiry is attributable to any act or omission of the Company and not the Service Provider) and the Service Provider fails to remedy or to take substantial steps towards remedying such failure within 30 days of such failure;
- (d) the Service Provider or SAG (or any permitted assignee or transferee of the Service Provider's rights and obligations under this Agreement) stops or suspends payment of, or admits inability to pay, its debts as they fall due or becomes insolvent or unable to pay its debts as they fall due or commences negotiations with one or more of its creditors with a view to the general re-adjustment or re-scheduling of all or any material part of its financial indebtedness or proposes to or enters into any composition or other arrangement for the benefit of its creditors generally or any class of creditors, or proceedings are commenced in relation to any one of those parties under any law, regulation or procedure relating to reconstruction or readjustment of debts generally.
- (e) the Service Provider or SAG (or any permitted assignee or transferee of the Service Provider's rights and obligations under this Agreement) takes any action or legal proceedings are started or other steps taken, unless such proceedings or steps are in any event discharged within 21 days, for:
 - (i) any of those parties to be adjudicated or found bankrupt or insolvent;
 - (ii) the winding-up or dissolution (other than for the purposes of a solvent reconstruction or amalgamation the terms of which have received the previous consent in writing of the Company) of any of such parties; or

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- (iii) the appointment of a liquidator, trustee, receiver, administrator or similar officer of any of those parties over the whole or any material part of the undertaking, assets, rights or revenues of any of those parties;
 - (f) there occurs, in relation to the Service Provider or SAG (or any permitted assignee or transferee of the Service Provider's rights and obligations under this Agreement) in any country or territory in which it carries on business, or in any country or territory to the jurisdiction of whose courts any part of its assets is subject, any event which, in the reasonable opinion of the Company, corresponds with, or has an effect equivalent to, any of the events mentioned in Clauses 19.1(d) and (e), or any of those parties otherwise becomes subject in any such country or territory to the operation of any law relating to insolvency, bankruptcy or liquidation, and in any such case such event would, in the reasonable opinion of the Company, have a material adverse effect on the ability of the Service Provider to comply with its obligations to the Company under this Agreement;
 - (g) SAG Support Bond:
 - (i) SAG fails to provide the SAG Support Bond on each anniversary of the Contract Date with the amount available thereunder indexed from the Contract Date at the rate of ■■■ per annum;
 - (ii) SAG fails to provide reasonable assistance to the Company and the Company's German counsel for the purposes of obtaining a legal opinion reflecting market practice for such an opinion of the Company's German counsel in relation to the SAG Support Bond;
 - (iii) SAG fails to comply with any of its obligations under the SAG Support Bond and such failure is not remedied by SAG within 5 Working Days after the Company has made a demand in accordance with the SAG Support Bond;
 - (iv) SAG repudiates the SAG Support Bond;
 - (v) the SAG Support Bond ceases to be in full force and effect (except in accordance with its express terms), unless, within 5 Working Days the Company is provided with an alternative or additional Security Interest (in form and substance satisfactory in all respects to the Company in its absolute discretion) for the Service Provider's obligations under this Agreement or the obligations of SAG under the SAG Support Bond; or
 - (vi) a demand has been made under the SAG Support Bond unless within 5 Working Days the Service Provider provides an alternative or additional Security Interest (in form and substance satisfactory in all respects to the

Company in its absolute discretion) for the Service Provider's obligations under this Agreement;

- (h) other than as a result of any Force Majeure Event and without prejudice to Clause 37 (*Severability and Illegality*), the performance by the Service Provider of any of its obligations under this Agreement the failure to perform which might be likely materially and adversely to affect its ability to comply with its material obligations under this Agreement becomes, for any reason, illegal, invalid or unenforceable and the parties are not able to agree on any method to avoid its effect;
- (i) the Service Provider repudiates its obligations under this Agreement;
- (j) any of the Service Provider's warranties or any certificate delivered to the Company by the Service Provider under this Agreement shall prove to have been untrue or incorrect in any material respect when made or deemed to be repeated and the fact (if capable of remedy) is not remedied by the Service Provider within 30 days of such warranty or certificate being proved to have been untrue as in case of when made or deemed to be repeated;
- (k) any of the circumstances described in paragraph 6.2 of Schedule 3 (*Performance Regime*) occurs;
- (l) any Relevant Consents or other approvals have not been obtained or maintained or complied with in relation to the Service Provider's use of any Location and replacement facilities have not been provided by the Service Provider and such non-obtaining, non-maintenance or non-compliance would have a material adverse effect on the ability of the Service Provider to comply with its obligations under this Agreement unless such non-obtaining, non-maintenance or non-compliance is as a direct result of a breach by the Company of its obligations under this Agreement;
- (m) at any time during the Agreement Duration:
 - (i) the Service Provider commits a material breach of any of its obligations under the Service Provider DfT Direct Agreement or any contract or arrangement with Network Rail affecting the Company or the Service Provider's ability to perform its obligations under this Agreement in accordance with their terms;
 - (ii) the Service Provider DfT Direct Agreement terminates as a result of the default of the Service Provider under the Service Provider DfT Direct Agreement or this Agreement;

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- (n) the Service Provider or any other Service Provider Party causes a breach of, or an event of default (howsoever described) under, the Operating Lease which would entitle the Lessor to terminate the Operating Lease, or terminate or reduce the leasing of any Units thereunder;
 - (o) the Service Provider fails to effect or maintain any of the Insurances required to be effected by the Service Provider pursuant to Clause 17 (*Insurance*) or any of the Insurances is cancelled, lapses or is not renewed or anything is done or suffered to be done whereby any such Insurance may be impaired or rendered void or voidable in whole or in part, or any insurer would be entitled to refuse to pay a valid claim, in each case as a result of any act or omission of the Service Provider or any other Service Provider Party;
 - (p) the Service Provider breaches the provisions of Clause 28.2 (*Prohibited Corruption Act*); and/or
 - (q) the Service Provider or any other Service Provider Party causes a breach or suspension of, or an event of default (howsoever described) under the Passenger Service Agreement which would entitle termination of the Passenger Service Agreement and the Secretary of State does so terminate.

19.2 Company's remedies

On its becoming aware of the occurrence of any Service Provider Event of Default under Clause 19.1, the Company shall notify the Service Provider of such an event and the Company may (at its election) at any time thereafter if such event is continuing:

- (a) suspend the operation of the Performance Regime (but any amounts payable under paragraph 5 of Schedule 3 shall continue to be payable) until (if the Company exercises its rights under Clause 19.2(c) to suspend performance) the suspension of performance is lifted or (if the Company exercises its rights under Clause 19.2(d) to require remedy or a remedial plan) the Company is satisfied that the remedy or remedial plan has achieved its purpose or the Company exercises its rights under Clause 19.4 (*Failure to remedy/rejection of remedial plan*); and
- (b) terminate this Agreement by notice in writing, having effect on the date set out in the notice, in relation to the performance of its obligations under this Agreement (including the provision of the Services) and the Service Provider shall, unless requested otherwise by the Company, continue to perform its obligations under this Agreement (including providing the Services) in accordance with Clause 21.7 (*Continuing obligations*) and the terms of Clause 21 (*Consequences of termination*) shall apply; or

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- (c) by notice in writing suspend performance in whole by the Parties of the terms of this Agreement for a maximum period of 6 Reporting Periods per period of suspension including (without limitation) the Company's obligations of payment, until the Service Provider has resumed the performance of its obligations under this Agreement or until a Suspension Notice (as defined in the Track Access Agreement) is no longer in force provided that nothing in this Clause 19.2(c) shall relieve the Company from its obligation to pay for the performance of the obligations of the Service Provider (including the provision of the Services) it receives on the terms of this Agreement; or
 - (d) serve notice in writing of default on the Service Provider requiring the Service Provider at the Company's option either:
 - (i) to remedy or to take substantial steps towards remedying such breach(es) referred to in that notice of default continuing at the date of service of the notice within 30 days of that notice (or such longer period agreed in writing by the Company in its absolute discretion); or
 - (ii) within 14 days of that notice, to put forward a reasonable programme to remedy the breach(es) continuing at the date of service of the notice, that programme to be in writing and specify the proposed remedy in reasonable detail and the latest date by which it is proposed that that remedy shall be completed, in which case the terms of Clause 19.3 shall apply and it is acknowledged that the Company may pass on a copy to the Lessor.

19.3 Remedial plan

- (a) Where the Service Provider puts forward a remedial plan in accordance with Clause 19.2(d)(ii), the Company will have 28 Working Days from receipt thereof in which to notify the Service Provider in writing that it does not accept that plan, failing which the Company shall be deemed to have accepted that plan.
- (b) If the Company notifies the Service Provider that it does not accept that plan, the Parties shall endeavour in the following 5 Working Days to agree any necessary amendments to that plan in order for it to be acceptable to the Company. In the absence of agreement in that period of 5 Working Days, the question whether the plan is a reasonable plan for the remedying of the Service Provider Event of Default in all material respects (having regard, amongst other things, to the nature and extent of the Service Provider Event of Default and its consequences for the Company) may be referred by any Party for resolution by their respective chief executive officers (or other nominated board members).

19.4 Failure to remedy/rejection of remedial plan

If:

- (a) the breach(es) specified in a notice of default served under Clause 19.2(d) is or are not remedied:
 - (i) before the expiry of the period referred to in Clause 19.2(d)(i) (if applicable); or
 - (ii) where the Service Provider puts forward a programme pursuant to Clause 19.2(d)(ii) (which has been accepted or deemed accepted by the Company), in accordance with that plan; or
- (b) following referral to the chief executive officers (or other board members) for resolution, no agreement has been reached within 5 Working Days from the date of referral to the chief executive officers (or other board members) in respect of the plan,

then the Company may terminate this Agreement by notice in writing, having effect on the date set out in the notice, in relation to (i) the performance by the Service Provider of its obligations under this Agreement (including the provision of the Services) or (ii) the performance of part only of the Service Provider's obligations under this Agreement (or the provision of part only of the Services), and in each such case the Service Provider shall, unless requested otherwise by the Company, continue to perform its obligations under this Agreement (including providing the Services) in accordance with Clause 21.7 (*Continuing obligations*) and the terms of Clause 21 (*Consequences of Termination*) shall apply.

19.5 SAG Support Bond

The Company may exercise its rights under the SAG Support Bond in accordance with its terms.

19.6 Remedies

- (a) If the Company chooses not to serve a termination notice pursuant to Clause 19.2 or Clause 19.4, the Company shall not be taken to have waived any of its rights under this Agreement in connection with any default or breach of this Agreement.
- (b) If any Service Provider Event of Default occurs and the Company does not wish to terminate this Agreement, the Company shall be entitled to exercise the rights set out in Clause 14 (*Rights of the Company to authorise work by others*), without having to serve a notice of termination pursuant to Clause 19.2 to activate such

rights but subject to the requirement to give notice to the Service Provider in accordance with Clause 14 (*Rights of the Company to authorise work by others*).

19.7 Withholding payment

If a Service Provider Event of Default occurs and is continuing, and the Company exercises any of its rights pursuant to this Clause 19, the Company shall be entitled to withhold an amount equal to an amount which the Company reasonably anticipates will be payable by the Service Provider under any provision of this Agreement by reason of the occurrence of the Service Provider Event of Default from any amount due from the Company to the Service Provider under this Agreement. Once these payments have been ascertained and certified by the Service Manager the Company shall be entitled to deduct the amount of the ascertained payments from the amount (if any) withheld or shall repay to the Service Provider the amount (if any) by which the amount withheld exceeds the ascertained payments.

20 COMPANY DEFAULT

20.1 Company Events of Default

- (a) If any one or more of the events described in paragraph (b) below has occurred and is, at the time a notice of default is given, continuing then the Service Provider may serve notice of default on the Company.
- (b) The events referred to in paragraph (a) above are the following:
 - (i) the Company:
 - (A) fails to comply with any of its payment obligations under this Agreement; and/or
 - (B) fails to comply with its obligation to pay Rentals under and as defined in the Northam Depot Lease; and/or
 - (C) fails to comply with any of its payment obligations under the Facilities Agreement,

such that, in respect of any Reporting Period an undisputed sum in an aggregate amount of at least the aggregate value of all Service Payments due in respect of that Reporting Period is outstanding for a period of at least 10 days after the due date (or due dates) relating to any such sum unless that failure is due simply to an administrative error or oversight;

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- (ii) the Passenger Service Agreement terminates or is terminated for any reason and upon such termination:
 - (A) a successor service agreement to such Passenger Service Agreement between the Secretary of State and the Company does not commence; or
 - (B) this Agreement is not novated, assigned or otherwise transferred to a successor operator, the Secretary of State or any nominee of the Secretary of State; or
 - (iii) any action or legal proceedings are started or other steps taken, unless such proceedings or steps are in any event discharged within 21 days, for:
 - (A) the Company to be adjudicated or found bankrupt or insolvent;
 - (B) the winding-up, administration or dissolution of the Company (on grounds of insolvency); or
 - (C) the appointment of a liquidator, trustee (in the context of an insolvency), receiver, receiver and manager, administrative receiver, administrator or similar officer of the Company or of the whole or any material part of its undertaking, assets, rights or revenues.

20.2 Service Provider's termination right

At any time after the service by the Service Provider of the notice of default under Clause 20.1, then, subject to the provisions of the Service Provider DfT Direct Agreement, the Service Provider may terminate this Agreement by notice in writing to the Company.

20.3 Service Provider DfT Direct Agreement

The Service Provider acknowledges that its rights of termination are subject to the terms of the Service Provider DfT Direct Agreement and any proper and timely exercise by the Secretary of State of its rights under the Service Provider DfT Direct Agreement.

21 CONSEQUENCES OF TERMINATION

21.1 Parties' rights and obligations

On termination of this Agreement following a Service Provider Event of Default:

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- (a) the Service Provider shall, on demand by the Company, deliver to the Company (or its nominee) all Service Documentation which has been delivered to the Company or should have been delivered to the Company at that time;
 - (b) ownership of all Service Documentation which has been made available to the Company or should at that time have been made available to the Company shall vest in the Company (or its nominee);
 - (c) without prejudice to any accrued rights of the Company and paragraph (f) below, the responsibility of the Service Provider to perform its obligations under this Agreement (including providing the Services) shall be terminated and the Service Provider shall have no further right or obligation to perform its obligations under this Agreement (including providing the Services);
 - (d) the Company may, at its option, require the Service Provider to transfer to the Company (or its nominee) free of any Security Interest any materials and equipment relating to the performance of the Service Provider's obligations under this Agreement (including the provision of the relevant Services and including, without limitation, equipment used for maintenance, repair or testing purposes in connection with the provision of the Services but excluding the special tools and test equipment referred to in Clause 11.5) at a price to be agreed between the Parties and, in default of agreement, as independently valued by an independent valuer chosen by the Parties, and in default of agreement, nominated by the President of the Institute of Chartered Accountants from time to time;
 - (e) the Company may exercise its rights under Clause 12.2 (*Cessation of Service and Employee Transfers*); and
 - (f) the parties shall do all such other reasonable acts or things necessary or desirable to accomplish a smooth termination or transfer of the performance of the Service Provider's obligations under this Agreement (including the provision of the relevant Services).

21.2 Consequences of non-fault termination

- (a) On any termination of this Agreement under:
 - (i) Clause 16.6 (*Termination option*);
 - (ii) Clause 37 (*Severability and Illegality*); or
 - (iii) expiry of this Agreement on the Scheduled Expiry Date; or
 - (iv) termination in accordance with Section 78 of the Procurement Act 2023,

the consequences of termination set out in Clauses 21.1(a) to (f) (*Consequences of Termination*) shall apply.

- (b) In any of the circumstances listed in paragraph (a) each Party shall bear its own costs and losses subject to any contrary provision in this Agreement save that if all or any of the Relevant Employees (as defined in Clause 12) transfer to the Company pursuant to Clause 12 (other than where this Agreement terminates as a result of a Service Provider Event of Default), the Company shall pay to the Service Provider an amount equal to:
 - (i) [REDACTED] multiplied by
 - (ii) the number of years from the date of termination until the Scheduled Expiry Date divided by the number of years from the Contract Date until the Scheduled Expiry Date.

21.3 Company fault termination

On any termination of this Agreement under Clause 20.2 (*Service Provider's termination right*):

- (a) the Company shall pay to the Service Provider all payments due under Clause 15 (*Payment*) or Schedule 3 (*Performance Regime*);
- (b) subject to the Company having paid in full all amounts due under Clause 21.3(a), the consequences of termination set out in Clauses 21.1(a) - (f) shall apply; and
- (c) Clause 12.2(a)(vi) (*Cessation of Service and Employee Transfers*) shall apply.

21.4 Accrued rights

Termination of this Agreement shall not affect any accrued rights and obligations under this Agreement as at the date of termination.

21.5 Compensation from Service Provider

On any termination of this Agreement pursuant to Clause 19.2(b) (*Company's remedies*) or Clause 19.4 (*Failure to remedy/rejection of remedial plan*) the Service Provider shall indemnify the Company against all its Service Losses.

21.6 Limitations to Service Provider recovery

If:

- (a) the Secretary of State has exercised its option under the Service Provider DfT Direct Agreement to enter into a contract on the terms of the mark up attached to that agreement; or

(b) the Secretary of State has entered into an agreement with the Service Provider, any other Service Provider Party or any member of the Service Provider's Group to take over servicing of the Units; or

(c) the Lessor enters into a maintenance contract on similar terms to this Agreement with the Service Provider, any other Service Provider Party or any member of the Service Provider's Group for the provision by the Service Provider or any other Service Provider Party, member of the Service Provider's Group of maintenance services for the Units; or

then (without prejudice to the generality of Clause 24.2 (*No double counting*)) the Service Provider shall not be entitled to recover from the Company any amount (which may otherwise have been so recoverable) to the extent that such amounts are actually received by the Service Provider (or any other Service Provider Party) under any of the arrangements entered into as described in paragraphs (a) to (d) of this Clause 21.6.

21.7 Continuing obligations

Prior to any termination of this Agreement, following service of a notice of termination on or by the Service Provider until the date that termination becomes effective in accordance with that notice:

(a) the Service Provider shall continue to perform its obligations under this Agreement (including providing the Services) (with no degradation of the standard of performance) and shall give all reasonable co-operation to the Company; and

(b) the Company shall continue to perform its obligations under this Agreement.

21.8 Genuine Pre-estimate

The Service Provider acknowledges that all liquidated damages and payments recoverable by the Company from the Service Provider by virtue of Schedule 3 (*Performance Regime*) represent a genuine pre-estimate of the Company's loss and shall be recoverable by way of compensation and not a penalty.

22 SERVICE PROVIDER INDEMNITIES

If, and to the extent that, the performance or non-performance by the Service Provider (or any other person on its behalf) of this Agreement, or any act, omission, breach or neglect on the part of the Service Provider, SAG or any Sub-Contractor or any member of any of their respective Groups, or any of their respective employees, agents or representatives acting in such capacity causes loss or damage to any person or to any

property of the Company, any of the Company's directors, officers or employees or any other person (including without limitation the Lessor or Network Rail), the Service Provider shall be fully liable for and shall fully discharge all such loss or damage and all demands, costs, charges and expenses arising in connection therewith excluding losses or damages to the extent that such losses or damages are due to the negligence of the Company or breach of this Agreement by the Company or any of the Company's directors, officers or employees or the negligence of Network Rail or the Lessor.

23 SERVICE PROVIDER CLAIMS

23.1 Company's Liability

The Company agrees that if:

- (a) the Company (including any Company Employee or the Service Manager) breaches any of its obligations under this Agreement; or
- (b) a Company Event of Default shall occur; or
- (c) any action, claim, demand or proceeding is made against the Service Provider arising from any infringement or alleged infringement of any Intellectual Property Rights licensed by the Company to the Service Provider,

then the Service Provider shall be entitled to claim from the Company, and the Company shall pay all reasonable costs, losses, damages and expenses suffered or incurred by the Service Provider as a direct result thereof, including, without limitation, any fine or penalty which is not excluded by the terms of the definition of Indirect Losses, save to the extent that:

- (i) the Service Provider's rights of recovery are provided for under any other provision of this Agreement; or
- (ii) where the Service Provider is entitled to claim under any policy of insurance (and the Service Provider hereby agrees that it will claim under such policy of insurance where it is entitled to do so), to the extent that the Service Provider does recover under any such policy of insurance (but for this purpose there shall be taken into account any impact of such claim on the future premiums or deductible levels under such policy); or
- (iii) the Service Provider recovers compensation from any third party in respect of those costs and losses.

23.2 Exclusions and Limitations

If a Variation Order is issued in relation to a set of circumstances, the Service Provider shall not be entitled to make a claim under Clause 23.1 in relation to those circumstances.

23.3 Notice of Claims

Notwithstanding any other provision of this Agreement, if the Service Provider intends to claim any costs or other amounts pursuant to this Clause 23 from the Company, it shall give notice of its intention to do so to the Service Manager within 28 days after the event giving rise to the claim became, or ought reasonably to have become, apparent to the Service Provider save that the provisions of this Clause 23 shall not apply if the Variation Procedure applies.

23.4 Recording of Claims

On receipt of any notice pursuant to Clause 23.3, the Service Manager shall allocate a unique number to the claim (which he shall notify to the Service Provider) and he shall also maintain a sequentially numbered register of all claims made, and costs awarded, pursuant to this Clause 23. All subsequent correspondence between the Parties in relation to any claim made, or award of costs, under this Clause 23 shall bear the allocated number.

23.5 Particulars of Claims

- (a) Within 60 days, or such other reasonable time as may be agreed in writing by the Service Manager, after giving notice under Clause 23.3, the Service Provider shall send to the Service Manager an account giving detailed particulars of the amount being claimed and the grounds upon which the claim is based and the documents that will be relied upon by the Service Provider to support such claim.
- (b) Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Service Provider shall, at such intervals as the Service Manager may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The Service Provider shall in any event send a final account within 60 days after the end of the effect resulting from the event.

23.6 Service Manager's Determination

In cases where interim accounts are sent and the Service Manager is of the opinion that he has received sufficient particulars to enable him to do so, and, upon receipt of a final account, the Service Manager may authorise as soon as possible, and in any event within

14 days or such other period as may be agreed between the Parties, the payment (on an interim or final basis) to the Service Provider of the Service Provider's claim.

23.7 Payment following Determination

If the Service Provider is entitled, pursuant to this Clause 23, to be paid costs, losses, damages and expenses by the Company in the circumstances specified in Clause 23.1, and strictly subject to the provisions of this Clause 23, the Service Provider shall be entitled to payment thereof not later than 30 days after the date of determination together with interest on amounts to which the Service Provider becomes entitled pursuant to this Clause 23 at the Default Rate on the monies expended for the period from the date of loss or disbursement by the Service Provider to (but excluding) the date of payment.

23.8 Maintenance of Records

- (a) If at any time the Service Provider makes any financial claim or other claim, whether pursuant to any provision of this Agreement or by way of a claim for any breach of this Agreement by the Company, the Service Provider shall keep all contemporary records necessary to support the claim.
- (b) Without admitting any liability on the part of the Company whatsoever, the Service Manager shall be entitled to inspect all records kept pursuant to this Clause 23.8 to the extent necessary to verify any of those claims made by the Service Provider and the Service Provider shall supply to the Service Manager copies of any records so inspected.
- (c) The Service Manager may instruct the Service Provider to keep any further records as he reasonably considers desirable or material to a claim or in relation to the subject matter of any claim made by the Service Provider.

24 LIMITATIONS ON LIABILITY

24.1 General

Each Party hereby expressly agrees to the express limitations on liability set forth in this Agreement. The provisions of this Clause 24 apply notwithstanding any other provision of this Agreement.

24.2 No Double Counting

Neither the Company nor the Service Provider shall:

- (a) be entitled to recover any amount from the other under this Agreement to the extent that it has previously recovered for the same loss or damage under the terms of this Agreement or otherwise; or

- (b) claim or purport to claim for the same loss or damage under more than one provision of this Agreement.

24.3 Maximum Liability of Service Provider

The Service Provider's liability to the Company under this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall be:

- (a) other than on termination (whether by reason of expiry of time or for any other reason whatsoever and save for liability under Clause 8 (*Return Condition*), Clause 10.3(d) (*Hazardous Substances*), Clause 14 (*Rights of the company to authorise work by others*) and/or (to the extent falling within paragraph (c) below) Clause 22 (*Service Provider Indemnities*)) limited in each Contract Year to [REDACTED] of the Standard Service Payments which (ignoring any penalty payments or bonus payments calculated in accordance with the Performance Regime) are scheduled to be paid by the Company to the Service Provider under this Agreement during that Contract Year; and
- (b) on and/or after termination (whether by reason of expiry of time or for any other reason whatsoever and save for liability under Clause 8 (*Return Condition*), Clause 12 (*Employment Arrangements*) Clause 10.3(d) (*Hazardous Substances*), Clause 14 (*Rights of the Company to authorise work by others*) and/or (to the extent falling within paragraph (c) below) Clause 22 (*Service Provider Indemnities*)) limited to [REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI) less the aggregate of all amounts paid by the Service Provider pursuant to paragraph 5 of Schedule 3 (*Performance Regime*) during the Contract Year in which the Agreement is terminated; and
- (c) in relation to Clause 22 (*Service Provider Indemnities*):
 - (i) in relation to any liability for death or personal injury, unlimited; and
 - (ii) to the extent any claim thereunder relates to risks of the nature described in the section titled Scope of Cover in Appendix 1 to Schedule 10, shall not include any Indirect Losses and shall be limited to [REDACTED] in respect of any claim or series of claims arising out of an occurrence or series of occurrences consequential on one original event or original cause; and
- (d) in relation to any claim under Clause 22 save for any claim falling within Clause 24.3(c) shall exclude any Indirect Losses; and

(e) in relation to any sums payable by the Service Provider under the Performance Regime an amount that shall not exceed:

(i) in respect of any one Unit on any one day (whether by way of Unit Cancellations, Unit Short Formations or Unit Delays relating to that Unit),

██████████

(ii) in respect of any one Reporting Period, ██████████ of the Standard Service Payments scheduled to be paid by the Company to the Service Provider for that Reporting Period (ignoring any penalty payments or bonus payments calculated in accordance with the Performance Regime);

(iii) in respect of any Contract Year, ██████████ of the Standard Service Payments scheduled to be paid by the Company to the Service Provider during that Contract Year (ignoring any penalty payments or bonus payments calculated in accordance with the Performance Regime),

provided that the limits of liability set out in this Clause 24.3(e) shall be included within (and not additional to) the limit of liability set out in Clause 24.3(a).

24.4 Occupation of Location by Company

Save as provided in Clauses 10.3 and 10.4 of this Agreement, the Service Provider shall have no liability for any infringement of any Environmental Law attributable to the legal occupation or use of any Location by the Company.

24.5 No Indirect Service Provider Losses

The Company's liability to the Service Provider in relation to any breach of any obligation under this Agreement, whether fundamental or otherwise, shall be limited to the losses and damages of the Service Provider directly flowing from such breach, but in any event so as to exclude the Service Provider's Indirect Losses.

24.6 Maximum Liability of Company

The Company's liability to the Service Provider under this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall be:

(a) save in relation to liability for death or personal injury or any liability to pay any Service Payments due, limited to ██████████ (subject to annual indexation from 1 February 2025 in accordance with RPI) per claim or series of claims arising out of an occurrence or series of occurrences consequential on one original event or original cause, whether or not express reference is made to this Clause 24.6 in any provision of this Agreement; and

-
- (b) in relation to any liability for death or personal injury shall be unlimited.

24.7 Remedies

This Clause 24 does not:

- (a) detract from the specific provisions of Schedule 3 (*Performance Regime*);
- (b) prevent either Party from making a claim against the other which relates to fraud or fraudulent behaviour; or
- (c) prejudice, reduce or prohibit either Party from being entitled to seek the remedies of injunction, specific performance and/or other equitable relief.

24.8 Exclusions to Maximum Liability

The limitations of liability specified in this Clause 24 shall not include any Default Interest which becomes payable on any overdue amounts, any additional amount either Party is required to pay to the other Party pursuant to Clause 15.11 (*Gross-up*) nor any VAT payable under Clause 15.9 (*VAT*), each of which amounts shall be payable in addition to and on top of such limitations of liability.

25 FURTHER INDEMNITY PROVISIONS

25.1 Adjustment for after-Tax liabilities

Any amount payable (whether by the Service Provider to the Company or vice versa) under this Agreement by way of indemnity or reimbursement (but not by way of Standard Service Payment or Additional Service Payment or pursuant to Schedule 3 (*Performance Regime*)) shall be of such amount as is sufficient to place the recipient (the "**indemnified party**") in the same after-Tax position as it would have been in had the loss, liability, damage, claim, cost or expense giving rise to the indemnity or reimbursement not arisen (and so that, without limitation, the indemnity or reimbursement obligation of the other party (the "**indemnifying party**") shall include irrecoverable VAT in respect of those costs or expenses but shall (notwithstanding any other provision of this Agreement) exclude VAT other than irrecoverable VAT.

25.2 Accounting assumptions

For the purposes of determining, under Clause 25.1, what amount is required to put the indemnified party in the after-Tax position therein referred to, it shall be assumed (irrespective of whether it is in fact the case) that, to the extent that it can do so consistently with the requirements of Applicable Law, published Inland Revenue practice of general application and applicable rules of generally accepted accounting practice, the indemnified party draws up its accounts and submits its tax returns and computations on

such a basis as would not require the amount of the indemnity or reimbursement payment to be increased by reason of any liability to Tax, and in calculating the amount of any irrecoverable VAT it shall further be assumed that:

- (a) the indemnified party is registered for the purposes of VAT (whether separate or as a member of a group registration);
- (b) neither the indemnified party nor any member of any VAT group registration including the indemnified party carries on any businesses or activities other than those contemplated by this Agreement; and
- (c) the indemnified party (and where applicable the representative member of a group registration including the indemnified party) has carried out its obligations under the VAT legislation to make proper VAT returns on a timely basis including, without limitation, the due and timely claiming of credit for input tax available to it and the due and timely supplying of documents and information properly required by any VAT authority.

25.3 Further adjustments

If it is subsequently established, in the case of any payment to which Clause 25.1 applies, that the Tax position of the indemnified party is (but without prejudice to Clause 25.2) in any respect different from that assumed for the purposes of calculating the initial amount of the payment, such adjustments, and repayments or further payments, shall be made as are required to take account of that difference.

25.4 Payments to third parties

If any payment by one Party to a third party is made in respect of an obligation under this Agreement to indemnify or reimburse the other Party and gives rise to an increased Tax liability for the other Party, Clauses 25.1 to 25.3 shall apply as if the payment had actually been made to the other Party.

25.5 Notice of indemnity claims

The Company shall notify the Service Provider of any incident of which it is aware giving rise to a claim against the Company or any claim being made or action brought against the Company arising out of the matters in respect of which the Company is entitled to an indemnity from the Service Provider under this Clause 25.

25.6 Handling of incidents etc

- (a) **Company response**

Subject to Clause 25.6(c) below the Company may respond to any incident and, in the case of any claim being made or action brought against the Company, conduct the negotiation for the settlement of any such claim or action and conduct any litigation or proceedings that may arise from any such claim or action. The Service Provider shall not make any admission or take any action which might be prejudicial to that negotiation or proceedings without the prior written consent of the Company.

(b) Claims against the Company

If a claim, action or demand is made against the Company ("**Relevant Claim**") in respect of which the Service Provider is liable to indemnify the Company under the terms of this Agreement, the Company shall notify the Service Provider as soon as is reasonably practicable on becoming aware of the fact of the Relevant Claim, stating in reasonable detail the nature of the matter.

(c) Defence by the Service Provider

On notification by the Company under Clause 25.6(b) of the Relevant Claim, the Service Provider shall (subject to, where applicable, the provisions of CAHA) have the right to assume the defence of that Relevant Claim upon giving notice to the Company to that effect within 21 days of receipt of the notice referred to in Clause 25.6(b), and to accept, settle, compromise or otherwise deal with such Relevant Claim as it sees fit, provided always that it shall:

- (i) keep the Company informed as to the state of the conduct of the Relevant Claim at reasonable intervals and on enquiry by the Company;
- (ii) conduct the Relevant Claim having consulted with the Company and taking account of the reasonable requests of the Company;
- (iii) indemnify on demand the Company against all losses, claims, damages, costs, expenses and liabilities of the Company arising as a result of the conduct or result of the Relevant Claim by the Service Provider or of any acceptance, settlement, compromise or other arrangement reached in relation to the Relevant Claim (including, without limitation, any such liability arising under CAHA);
- (iv) notify the Company of the fact, and terms, of any settlement, compromise or other arrangement in relation to the Relevant Claim; and
- (v) not settle, compromise or consent to any entry of judgement with respect to the conduct of any Relevant Claim without the prior written consent of the Company (such consent not to be unreasonably withheld) where the

settlement, compromise or consent refers to the Company and does not contain restrictions acceptable to the Company to prevent either the disclosure of the terms of the settlement, compromise or consent or the making of any further statement in relation to the proceedings to which it relates.

(d) **Subrogation**

Where subrogation would otherwise arise under Applicable Law and subject to any relevant contractual obligation of the Company and subject to CAHA, the Service Provider shall be subrogated to the rights of the Company to recover against the person making the Relevant Claim provided that the Service Provider shall indemnify on demand the Company against all losses, claims, damages, costs, expenses and liabilities of the Company arising as a result of such subrogation.

(e) **Assistance**

Subject to Clause 25.6(c)(iii) each of the Service Provider and the Company shall give reasonable assistance to the other in the defence or conduct of any Relevant Claim against a third party referred to in this Clause 25.6, whether the Relevant Claim is conducted by the Service Provider or the Company.

(f) **Company's rights against others**

Where the Service Provider at any time pays or is liable to pay an amount ("**Indemnity Amount**") to the Company to satisfy the liability of the Service Provider to indemnify the Company under this Agreement, if the Indemnity Amount satisfies in full the losses, claims, damages, costs and liabilities of, and claims against, the Company arising out of the event or breach of this Agreement giving rise to the liability of the Service Provider to indemnify the Company ("**Indemnity Event**") and the Company is or subsequently becomes entitled to recover from some other person any sum in respect of the Indemnity Event, then, provided that the Company's losses, damages, costs, liabilities and liabilities for claims made against it by third parties in relation to the Indemnity Event have been permanently satisfied in full by the Indemnity Amount:

- (i) the Company shall, to the extent that it is aware of the existence of such rights of recovery against that other person, give notice to the Service Provider of such rights;
- (ii) the Service Provider shall have the right (subject to, where applicable, the provisions of CAHA) to take over the conduct of any claim for such recovery against that other person upon giving notice to the Company to

that effect within 21 days of receipt of the notice referred to in Clause 25.6(f)(i) and to accept, settle, compromise or otherwise deal with such claim as it sees fit, provided always that it shall:

- (A) keep the Company informed as to the state of the conduct of the claim at reasonable intervals and on enquiry by the Company;
 - (B) conduct the claim having consulted with the Company, and taking account of the reasonable requests of the Company;
 - (C) indemnify on demand the Company against all losses, claims, damages, costs, expenses and liabilities of the Company arising as a result of the conduct or result of the claim by the Service Provider or of any acceptance, settlement, compromise or other arrangement reached in relation to the claim (including, without limitation, any such liability arising under CAHA);
 - (D) notify the Company of the fact, and terms, of any settlement, compromise or other arrangement in relation to the claim;
 - (E) not settle, compromise or consent to any entry of judgement with respect to the conduct of any such claim without the prior written consent of the Company (such consent not to be unreasonably withheld) where the settlement, compromise or consent refers to the Company and does not contain restrictions acceptable to the Company to prevent either the disclosure of the terms of the settlement, compromise or consent or the making of any further statement in relation to the proceedings to which it relates;
 - (F) where subrogation would otherwise arise under Applicable Law and subject to any relevant contractual obligation of the Company and subject to CAHA the Service Provider shall be subrogated to the rights of the Company to recover against such other person provided that the Service Provider shall indemnify on demand the Company against all losses, claims, damages, costs, expenses and liabilities of the Company arising as a result of such subrogation;
- (iii) subject to Clause 25.6(f)(ii)(C) each of the Service Provider and the Company shall give reasonable assistance to the other in the defence or conduct of any claim against a third party referred to in this Clause 25.6(f), whether such claim is conducted by the Service Provider or the Company.

(g) **Claims against the Service Provider**

If a claim, action or demand is made against the Service Provider ("**Agreement Claim**") in respect of which the Company is liable to indemnify the Service Provider under the terms of this Agreement, the Service Provider shall notify the Company as soon as is reasonably practicable on becoming aware of the fact of the Agreement Claim, stating in reasonable detail the nature of the matter.

(h) **Defence by the Company**

On notification by the Service Provider under Clause 25.6(g) of the Agreement Claim, the Company shall (subject to, where applicable, the provisions of CAHA) have the right to assume the defence of that Agreement Claim upon giving notice to the Service Provider to that effect within 21 days of receipt of the notice referred to in Clause 25.6(g), and to accept, settle, compromise or otherwise deal with such Agreement Claim as it sees fit, provided always that it shall:

- (i) keep the Service Provider informed as to the state of the conduct of the Agreement Claim at reasonable intervals and on enquiry by the Service Provider;
- (ii) conduct the claim having consulted with the Service Provider and taking account of the reasonable requests of the Service Provider;
- (iii) indemnify on demand the Service Provider against all losses, claims, damages, costs, expenses and liabilities of the Service Provider arising as a result of the conduct or result of the Agreement Claim by the Company or of any acceptance, settlement, compromise or other arrangement reached in relation to the Agreement Claim (including, without limitation, any such liability arising under CAHA); and
- (iv) notify the Service Provider of the fact, and terms, of any settlement, compromise or other arrangement in relation to the Agreement Claim.
- (v) not settle, compromise or consent to any entry of judgment with respect to the conduct of any Agreement Claim without the prior written consent of the Service Provider (such consent not to be unreasonably withheld) where the settlement, compromise or consent refers to the Service Provider and does not contain restrictions acceptable to the Service Provider to prevent either the disclosure of the terms of the settlement, compromise or consent or the making of any further statement in relation to the proceedings to which it relates.

(i) **Subrogation**

Where subrogation would otherwise arise under Applicable Law and subject to any relevant contractual obligation of the Service Provider and subject to CAHA, the Company shall be subrogated to the rights of the Service Provider to recover against the person making the Agreement Claim provided that the Company shall indemnify on demand the Service Provider against all losses, claims, damages, costs, expenses and liabilities of the Service Provider arising as a result of such subrogation.

(j) **Service Provider's rights against others**

Where the Company at any time pays or is liable to pay an amount ("**Indemnity Sum**") to the Service Provider to satisfy the liability of the Company to indemnify the Service Provider under this Agreement, if the Indemnity Sum satisfies in full the losses, claims, damages, costs and liabilities of, and claims against, the Service Provider arising out of the event or breach of this Agreement giving rise to the liability of the Company to indemnify the Service Provider ("**Indemnity Occurrence**") and the Service Provider is or subsequently becomes entitled to recover from some other person any sum in respect of the Indemnity Occurrence, then, provided that the Service Provider's losses, damages, costs, liabilities and liabilities for claims made against it by third parties in relation to the Indemnity Occurrence have been permanently satisfied in full by the Indemnity Sum:

- (i) the Service Provider shall, to the extent that it is aware of the existence of such rights of recovery against that other person, give notice to the Company of such rights;
- (ii) the Company shall have the right (subject to, where applicable, the provisions of CAHA) to take over the conduct of any claim for such recovery against that other person upon giving notice to the Service Provider to that effect within 21 days of receipt of the notice referred to in Clause 25.6(j)(i) and to accept, settle, compromise or otherwise deal with such claim as it sees fit, provided always that it shall:
 - (A) keep the Service Provider informed as to the state of the conduct of the claim at reasonable intervals and on enquiry by the Service Provider;
 - (B) conduct the claim having consulted with the Service Provider and taking account of the reasonable requests of the Service Provider;
 - (C) indemnify on demand the Service Provider against all losses, claims, damages, costs, expenses and liabilities of the Service

Provider arising as a result of the conduct or result of the claim by the Company or of any acceptance, settlement, compromise or other arrangement reached in relation to the claim (including, without limitation, any such liability arising under CAHA); and

- (D) notify the Service Provider of the fact, and terms, of any settlement, compromise or other arrangement in relation to the claim;
 - (E) not settle, compromise or consent to any entry of judgement with respect to the conduct of any such claim without the prior written consent of the Service Provider (such consent not to be unreasonably withheld) where the settlement, compromise or consent refers to the Service Provider and does not contain restrictions acceptable to the Service Provider to prevent either the disclosure of the terms of the settlement, compromise or consent or the making of any further statement in relation to the proceedings to which it relates;
 - (F) where subrogation would otherwise arise under Applicable Law, and subject to any relevant contractual obligation of the Service Provider and subject to CAHA the Company shall be subrogated to the rights of the Service Provider to recover against such other person provided that the Company shall indemnify on demand the Service Provider against all losses, claims, damages, costs, expenses and liabilities of the Company arising as a result of such subrogation;
- (iii) subject to Clause 25.6(j)(ii)(C) each of the Service Provider and the Company shall give reasonable assistance to the other in the defence or conduct of any claim against a third party referred to in this Clause 25.6(j), whether such claim is conducted by the Service Provider or the Company.

25.7 Prompt notification

If any claim is made or action brought against the Service Provider or the Company only arising out of the matters in respect of which the Company or, as the case may be, the Service Provider is entitled to an indemnity from the Service Provider or, as the case may be, the Company under this Clause 25, the Company or, as the case may be, the Service Provider shall be notified promptly of it.

25.8 Control of information

In relation to any incident, claim or action referred to in this Clause 25 the Company may control and supervise all dealings with the information media in respect of the relevant incident or event to which the claim or action relates.

26 ADVERTISING AND CONFIDENTIALITY**26.1 Prohibition on Service Provider**

The Service Provider shall not without the Company's prior consent (which shall not be unreasonably withheld) to be given, where reasonably practicable, in writing (and where prior consent in writing is not reasonably practicable, prior consent shall be given orally, and shall be confirmed within 7 days of the oral consent), advertise or otherwise publish the fact of the existence of this Agreement or that it is a party to, and is carrying out, this Agreement for the Company.

26.2 Other restrictions on Service Provider

The Service Provider shall not (and shall procure that no Sub-Contractor or other Service Provider Party shall), except with the written consent of the Company not to be unreasonably withheld and subject to such conditions as the Company may reasonably impose (if consent is given):

- (a) give, publish, display or allow to be given, published or displayed, or take any information, descriptive matter, article, drawings, model, pictorial representation, artist's impression, advertisement, photograph, photographic slide or film, or the like, of, or of any item relating to, this Agreement or its subject matter (including, without limitation, the Units);
- (b) use the Location or the Units for the purpose of advertising; or
- (c) give or allow to be given interviews to the press, radio or television or take part in programmes concerning this Agreement or on any matter relating to the matters mentioned in this Agreement.

26.3 Confidentiality obligation

Each of the Service Provider and the Company shall keep confidential and shall not disclose (without the other party's prior consent in writing) to any third party, any information of a confidential nature supplied to it by the other party in connection with this Agreement. Each of the Company and the Service Provider acknowledges and agrees that all information provided by one Party to the other in the preparation of the Company's invitation to tender, the Service Provider's response to the Company's invitation to tender,

this Agreement and in the execution of this Agreement shall be treated as confidential by the receiving Party.

26.4 Further confidentiality obligation

Each of the Company and the Service Provider undertakes to keep confidential, and not to disclose (without the other Party's prior consent in writing) to any third party, any trade or business secret or similar information identified as confidential supplied to it by the other except as may be necessary for the proper performance of this Agreement and in particular the operation of the Units provided that where a Party discloses with the other Party's consent and the terms of the consent so require, the disclosing Party shall place the recipient third party to whom the disclosure is made under an obligation of confidence equivalent to that imposed by this Agreement and the disclosing Party shall be held responsible for the actions of the recipient third party in breach of the undertaking so imposed.

26.5 Carve-outs from confidentiality obligation

Clauses 26.3 and 26.4 do not apply to any information that is:

- (a) already in the public domain at the time of its disclosure or shall come into the public domain (for a reason other than a default by the relevant party under this Agreement);
- (b) disclosed to the relevant party's professional advisers, subject to their being bound by a professional duty of confidentiality or agreeing to be bound by terms substantially equivalent to this Clause 26;
- (c) in relation to the Company or the Service Provider, required to be disclosed, or is appropriate for the Company or the Service Provider to disclose, to Parliament, any Competent Authority or any of their respective officials;
- (d) required to be disclosed to the extent required by any Applicable Law, the regulations of any recognised stock exchange or by an order of a court, tribunal or agency of competent jurisdiction;
- (e) required or permitted to be disclosed by the Company or the Service Provider pursuant to any of its obligations in the Passenger Service Documents, the Operating Lease or any DfT Direct Agreement;
- (f) required to be disclosed in any offering circular or prospectus in connection with the issues of any bonds or similar instruments by the Lessor or any of its affiliates;
- (g) disclosed under a duty of confidence to any insurance broker or prospective or actual insurer or loss adjuster provided that such information is reasonably

required to be disclosed in order to enable any Party to fulfil its obligations under clause 9 (*Insurance*) of the Operating Lease or to enforce the benefit of any Insurance; or

- (h) disclosed to the Company's or the Service Provider's or the Lessor's actual or proposed financiers or their advisers, provided they will be bound by the terms of Clause 26.3 (*Confidentiality obligation*) and 26.4 (*Further confidentiality obligation*).

26.6 Remedies

Without prejudice to any other rights and remedies that the other Party would have, the Parties acknowledge that:

- (a) damages would not be an adequate remedy for any breach of this Clause 26; and
- (b) the other Party shall be entitled to the remedies of injunction, specific performance and/or other equitable relief for any threatened or actual breach of this Clause 26.

26.7 Passenger Service Documents

The Service Provider shall, if requested to do so by the Company, enter into a confidentiality undertaking pursuant to the terms of any Passenger Service Document or other relevant agreement where necessary to ensure the efficient operation of this Agreement.

27 CORRUPT GIFTS, COMMISSION AND REPUTATION

27.1 Prohibition on gifts etc

The Service Provider shall not:

- (a) give, offer to give or agree to give to any person in the Company (including but not limited to any Company Employee or director, officer, agent, consultant or contractor of the Company) any gift or consideration (other than of a trifling nature) of any kind for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this Agreement (or any other agreement between the Company and any of the Service Provider Parties) or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement (or any other such agreement); or
- (b) enter into this Agreement or any other agreement with the Company in connection with which commission has been paid or agreed to be paid by it or on

its behalf or to its knowledge to any Company Employee unless, before this Agreement or such other agreement is made, particulars of any such commission and of the terms and conditions of any agreement for its payment have been disclosed in writing to the Company and the Company has approved it in writing.

27.2 Reputation

Neither the Company nor the Service Provider shall knowingly do or omit to do anything in relation to this Agreement or otherwise which may bring the standing or reputation of the Company or the Service Provider (or any holding or subsidiary company of the Company or the Service Provider, or any subsidiary of any such holding company) into disrepute or otherwise attract adverse publicity in relation to any such company.

28 ANTI-BRIBERY AND CORRUPTION COMPLIANCE

28.1 General

- (a) The Parties shall each:
 - (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
 - (iii) have and shall maintain in place throughout the term of this Agreement their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all applicable laws, statutes, regulations, codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010) and Clause 28.1(a)(ii), and the Service Provider, and/or the Company will enforce them where appropriate;
 - (iv) promptly report to each other Party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this Agreement;
 - (v) promptly notify each other Party (in writing) if a foreign public official becomes an officer or employee of the notifying Party or acquires a direct interest in that notifying Party;
 - (vi) warrant that it has no foreign public officials as direct owners, officers or employees at the date of this Agreement; and

- (vii) provide the other Party with such supporting evidence of compliance with this Clause 28 as that other Party may reasonably request in writing, from time to time.
- (b) Each Party shall ensure that any person associated with it who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on a Party in this Clause 28 ("**Relevant Terms**"), provided that:
 - (i) this provision shall not apply in relation to Sub-Contractors that have entered into Sub-Contracts prior to the Completion Date, provided that the Service Provider uses reasonable endeavours to secure observance and performance by such Sub-Contractors of the Relevant Terms; and
 - (ii) subject to (i) above, each Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to each other Party for any breach by such persons of any of the Relevant Terms.
- (c) For the purposes of this Clause 28, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with Section 7(2) of the Bribery Act 2010 (and any guidance issued under Section 9 of that Act), sections 6(5) and 6(6) of that Act and Section 8 of that Act respectively. For the purposes of this Clause 28, a person associated with a Party includes but is not limited to any Sub-Contractor or agent of that Party.

28.2 Prohibited Corruption Acts

Each Party warrants to and agrees with the other Party that it shall not commit a Prohibited Corruption Act.

29 MODERN SLAVERY

29.1 The Service Provider shall at all times comply with:

- (a) all Applicable Laws and Standards relating to modern slavery and human trafficking including the Modern Slavery Act 2015; and
- (b) [not used].

29.2 The Service Provider shall implement and maintain due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

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- 29.3 The Service Provider shall notify the Company as soon as it becomes aware of:
- (a) any breach, or potential breach, of any anti-slavery policy adopted by the Company from time to time; or
 - (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 29.4 The Service Provider shall permit the Company, and any person nominated by it for this purpose, to have such access on demand to the Service Provider's premises, personnel, systems, books and records as the Company may require to verify the Service Provider's compliance with this clause 29.
- 29.5 Breach of this clause 29 by the Service Provider shall be deemed a breach of a material provision of this Agreement for the purposes of clause 19.1(b).

30 CYBERSECURITY

- 30.1 The Service Provider and the Company shall co-operate in good faith in relation to identifying appropriate organizational and technical measures ("**Cybersecurity Measures**") available to ensure the confidentiality, authenticity, integrity and availability of the Units as well as proactively identifying any relevant Changes in Law. Specifically, the Service Provider shall make priced proposals on available Cybersecurity Measures which the Company can request (through the Variation Procedure) that the Service Provider implements.
- 30.2 Where the Company wishes to implement any Cybersecurity Measures and the Parties (through the Variation Procedure) agree an appropriate Variation Order (including addressing the programme and price applicable for implementing such Cybersecurity Measure), the Service Provider shall (in implementing such Variation Order):
- (a) comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g. OWASP standards;
 - (b) implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
 - (c) continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the Company remedying vulnerabilities for the reasonable lifetime of the products and services;

- (d) provide to the Company a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to the Company; and
- (e) grant to the Company the right, but the Company shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Company.

31 FREEDOM OF INFORMATION

31.1 The Service Provider acknowledges (and shall procure that its respective agents and Sub-Contractors acknowledge) that the Company is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and/or the Environmental Information Regulations 2004 ("EIR"). Accordingly the Service Provider shall (and shall use reasonable endeavours to procure that its respective agents and Sub-Contractors):

- (a) provide all necessary assistance and co-operation as reasonably requested by the Company to enable the Company to comply with its obligations under the FOIA, including compliance with the timescales for compliance set out in Section 10 of FOIA or Regulation 5 of EIR as applicable;
- (b) transfer to the Company any Request for Information received by the Service Provider (or its respective agents or Sub-Contractors) as soon as practicable and in any event within two (2) Working Days of receiving any such Request for Information; and
- (c) provide the Company with a copy of all information stipulated in a Request for Information which is in the Service Provider's possession or control (or that of the relevant agent or Sub-Contractor) in the form that the Company requires within five (5) Working Days (or such other period as the Company may reasonably specify) of the Company's request for such information.

31.2 The Service Provider shall not respond to any Request for Information unless expressly authorised to do so by the Company.

31.3 The Service Provider acknowledges that the Company may be required under the FOIA and/or EIR (as applicable) to disclose information without consulting or obtaining consent from the Service Provider. However, to the extent that it is permissible and reasonably practical for it to do so, the Company agrees to promptly:

- (a) notify the Service Provider of any Request for Information that seeks disclosure of Confidential Information of the Service Provider; and

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- (b) liaise with the Service Provider in good faith (taking reasonable cognisance of any representations made by the Service Provider) as to whether (and on what legally-justified basis) it is possible to treat any of the information stipulated in the given Request for Information as exempt from disclosure in accordance with the provisions of FOIA and/or EIR (as applicable) ("**Commercially Sensitive Information**").
- 31.4 The Service Provider acknowledges, however, that (notwithstanding any other provision in this Agreement), the Company shall ultimately be the party responsible for determining in its absolute discretion whether any particular piece(s) of information (including confidential information) can be treated as Commercially Sensitive Information and/or be otherwise exempt from disclosure in accordance with the FOIA and/or EIR (as applicable).
- 31.5 Without prejudice to the requirements of this Clause 31, any disclosure in accordance with Clause 26.3 to an entity to which FOIA and/or the EIR applies shall be disclosed on the basis that the information which is being disclosed should, to the extent possible, be treated as exempt information for the purposes of FOIA on the basis that:
- (a) it is confidential information;
- (b) either party considers that disclosure of some or all of that information under FOIA would, or would be likely to, prejudice substantially the commercial interests of the other party; and
- (c) the other party should be notified of any information disclosure request relating to such confidential information and given an opportunity to make representations that such confidential information should not be disclosed in response to such request.
- 31.6 It is agreed that the determination as to whether or not it is possible to treat any information which is being disclosed as exempt under FOIA or EIR (as the case may be) is a matter at the sole discretion of the entity to which FOIA and EIR applies (or as otherwise determined by any relevant regulator, tribunal or other applicable court) and accordingly the Company shall not be in breach of the provisions of this Clause if despite compliance with these provisions such information is not treated as exempt information under FOIA and/or EIR (as the case may be).
- 31.7 The parties acknowledge that the Secretary of State is subject to the requirements of FOIA and EIR and shall facilitate the Secretary of State's compliance with its information disclosure requirements pursuant to the same, in the manner provided for in Clause 31.8 below.

31.8 Where a party receives a notice from the Secretary of State that the Secretary of State has received a Request for Information that includes a Request for Information which relates to the other party, the receiving party shall as soon as practicable after receiving such notice:

- (a) notify the other party and facilitate communications with the Secretary of State so that the other party may seek an appropriate remedy to prevent disclosure of its Confidential Information; and
- (b) keep the other party fully informed of all developments relating to any such disclosure.

31.9 The obligations of the parties under this Clause 31 shall survive the expiry or the termination of this Agreement for whatever reason.

32 SURVIVAL

Notwithstanding the termination or expiry of this Agreement other than pursuant to Clause 2.2(c) (*Non-fulfilment of conditions*), the provisions of Clauses 1 (*Definitions and Interpretation*), 7.13 (*Retention period*), 8.4 (*Non-completion of Repair Programme*), 22 (*Service Provider Indemnities*), 23 (*Service Provider Claims*), 25 (*Further indemnity provisions*), 12.2 (*Cessation of Service and Employee Transfers*), 12.4 (*Prohibited Acts*), 12.5 (*Relevant Employees*), 12.6 (*Personnel records, etc.*), 13 (*Intellectual Property Rights*), 15 (*Payment*), 19.5 (*SAG Support Bond*), 19.7 (*Withholding payment*), 21 (*Consequences of Termination*), 24 (*Limitations on liability*), 26 (*Advertising and confidentiality*), 27 (*Corrupt gifts, commissions and reputations*), 29 (*Modern Slavery*), 30 (*Survival*), 33 (*Cumulative rights and further assurance*), 34 (*Waiver*), 35 (*Language*), 36 (*Entire Agreement*), 38 (*Notices*), 39 (*Dispute Resolution*), 41 (*Assignment, Transfer and Novation*), 42 (*Governing Law and Jurisdiction*) and 43 (*Mitigation*) shall expressly survive such termination or expiry and continue in full force and effect along with any other Clauses, Appendices and Schedules of this Agreement necessary to give full and proper effect to those Clauses, Appendices and Schedules.

33 CUMULATIVE RIGHTS AND FURTHER ASSURANCE

33.1 Rights under this Agreement cumulative

Each of the Company's and the Service Provider's rights and remedies expressly provided in this Agreement are cumulative, may be exercised as often as either of them considers appropriate and no failure or neglect to exercise or delay in exercising any such rights or remedies and no single or partial exercise shall preclude any further exercise of such rights or remedies.

33.2 Further assurance

Each party shall at their own cost do and execute, or arrange for the doing and executing of, each necessary act, document and thing to implement this Agreement.

34 WAIVER

Any failure or delay by either Party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver by such Party of such provision or in any way affect the validity of this Agreement or any part of it. The respective rights of the parties under this Agreement shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. No act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or variation of any such right.

35 LANGUAGE

English is the language of this Agreement and, save as expressly provided in Clause 7.10(e), all Service Documentation and information required or produced in the course of or in connection with the Service Provider's performance of this Agreement shall be in English.

36 ENTIRE AGREEMENT ETC**36.1 Entire agreement**

Notwithstanding anything to the contrary expressed in or to be implied from this Agreement, this Agreement and any documents contemplated by this Agreement contain the entire understanding between the parties which supersedes any and all previous agreements and understandings between the parties in relation to the subject matter of this Agreement.

36.2 Non-reliance

The Service Provider acknowledges that, in submitting the Service Provider's tender (in respect of this Agreement) and in entering into this Agreement and the documents referred to in Clause 36.1 above, the Service Provider has not relied and will not rely on any statements, representations, warranties or undertakings not expressly set out in those documents, including (without limitation), any statements, representations, warranties or undertakings in the invitations and instructions to tenderers issued by the Company or the other documents made available by the Company prior to execution of this Agreement provided that nothing in this Clause 36.2 shall exclude any liability of the Company for fraudulent misrepresentations.

36.3 Variations

A Variation to this Agreement is valid only if it is in writing and is signed by or on behalf of each Party,

36.4 PROVIDED THAT if any Variation requires the consent of the Secretary of State under the Passenger Service Agreement then, at the option of the Company, it shall be valid only once the consent of the Secretary of State has been obtained to the Company's satisfaction; and

36.5 PROVIDED FURTHER THAT if any Variation requires the consent of the Secretary of State under the Service Provider DfT Direct Agreement then, at the option of the Service Provider, it shall be valid only once the consent of the Secretary of State has been obtained.

37 SEVERABILITY AND ILLEGALITY

37.1 Severance

If at any time any one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

37.2 Mitigation

(a) If at any time after the date of this Agreement either Party becomes aware that:

- (i) any material provision of this Agreement (the "**Invalid Provision**") has become invalid, illegal or unenforceable; and/or
- (ii) a Change in Law after the date of this Agreement makes or will make it unlawful or impossible, without breaching the affected Applicable Law, for a Party (the "**Affected Party**") to perform all or a material part of its obligations under this Agreement,

such Party shall promptly notify the other Party.

(b) Without prejudice to any other terms of this Agreement, the Parties shall promptly consult in good faith with a view to agreeing as soon as reasonably practicable:

- (i) in the case of Clause 37.2(a)(i), one or more provisions (the "**New Provisions**") in lieu of the Invalid Provision such as will, so far as is possible under any Applicable Law, have the same commercial effect as the Invalid Provision would have had if it had not been illegal, unenforceable or invalid; and/or

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- (ii) in the case of Clause 37.2(a)(ii), any methods of avoiding the effects of any such matter, including the making of a Variation under the Variation Procedure, and, subject to obtaining any necessary consents, transferring the Affected Party's rights and obligations under this Agreement to another person not affected by that Applicable Law, provided such person and the terms of transfer are acceptable to the other Party in its absolute discretion.
 - (c) Nothing in this Clause 37.2 shall impose any legal liability on the Affected Party or the other Party to implement or agree to the implementation of any such matters.

37.3 Failure to avoid illegality

- (a) If, notwithstanding Clause 37.2, the Parties are unable to agree in writing a method of resolving the illegality, invalidity or unenforceability on terms acceptable to both Parties within 60 days after the date of issuance of the notice referred to in Clause 37.2(a), either Party shall (subject to Clause 37.3(b)) be entitled to terminate this Agreement by notice in writing.
- (b) In the case of Clause 37.2(a)(ii), the Affected Party shall only be entitled to terminate this Agreement at any time (whether or not within such 60 day period) on or after the date on which it becomes unlawful or impossible, without breaching an Applicable Law, for the Affected Party to perform all or a material part of its obligations under this Agreement.
- (c) This Agreement shall terminate and the provisions of Clause 21.2 (*Consequences of non-fault termination*) shall apply on the date specified in any notice of termination under Clause 37.3(a) subject to compliance with Clause 37.3(b).

38 NOTICES

38.1 Giving of notice

Any notice or communication to be given under or in connection with this Agreement (excluding any communication made in accordance with Schedule 4 (*Agreement Management*)) shall be in writing and signed by or on behalf of the Party giving it and may be served by personal delivery, or be email, or sending it by first class post or registered post to the address and for the attention of the relevant party set out in Clause 38.2. Any such notice or communication shall be received:

- (a) if delivered, on delivery;

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- (b) in the case of email, on receipt of the email; and
 - (c) in the case of recorded delivery or first class post, forty-eight (48) hours from the date of posting.

38.2 Addresses

Notices or communications affecting this Agreement shall in the case of the Company be addressed to:

South Western Railway Limited
Great Minster House 4th Floor
Public Ownership Programme Team
33 Horseferry Road
London
England
SW1P 4DR

Email: [REDACTED]

For the attention of: Lawrence Bowman, Managing Director (with a copy to the Company Secretary)

and in the case of the Service Provider be addressed to:

Siemens Mobility Limited
Sixth Floor
The Lantern
75 Hampstead Road
London
England
NW1 2PL

Email: [REDACTED]

For the attention of: General Counsel or such person or address as the parties may from time to time notify in writing to one another.

39 DISPUTE RESOLUTION

39.1 Initial negotiations and escalation procedure

- (a) Subject to Clauses 39.6 and 39.7, neither Party shall commence any legal proceedings in connection with any Dispute until the procedures set out in Clauses 39.1(b), 39.2 and 39.3 have been completed, unless it is necessary for that Party to do so in order to protect or preserve any cause of action it may have against the other Party and in the event it becomes necessary for a Party to do so, the proceedings shall be served on the other Party and stayed by consent

until such time as the Parties have completed the procedures set out in Clauses 39.1(b), 39.2 and 39.3.

- (b) The Parties shall attempt in good faith to resolve any Dispute promptly by negotiation which shall be conducted as follows:
 - (i) Any Dispute shall in the first instance be referred by notice in writing (the "**Notice of Dispute**") from the referring Party to the other Party and within 10 Working Days of the date the Notice of Dispute is received (as determined in accordance with Clause 38 (*Notices*) the Party receiving the Notice of Dispute shall deliver to the other Party a written response to the Notice of Dispute (the "**Response**"). Both the Notice of Dispute and Response shall include a statement of the position of the Party preparing the Notice of Dispute or Response and shall annex any documents relied upon by that Party. Within five Working Days of receiving a Response to a Notice of Dispute, or if no Response is delivered, within five Working Days of the date upon which the time for delivery of a Response expired, the Service Manager and the Contract Manager shall meet at mutually acceptable times and places to discuss and try to reach agreement to resolve the Dispute;
 - (ii) if the Service Manager and the Contract Manager are unable to, or fail to, reach agreement to resolve the Dispute within five Working Days of commencing their discussions pursuant to Clause 39.1(b)(i), then each Party shall within three Working Days notify the other Party of the name of its director who shall be available to discuss and attempt to resolve the Dispute (collectively the "**Directors**") and within five Working Days of being identified the Directors shall meet at mutually acceptable times and places to discuss and try to reach agreement to resolve the Dispute.
- (c) All negotiations and discussions pursuant to Clause 39.1(b) are confidential and shall be treated as compromise and settlement negotiations for the purpose of any applicable rules of evidence.

39.2 Mediation

- (a) If the Directors are unable to, or fail to, resolve the Dispute pursuant to Clause 39.1(b)(ii), the Parties shall attempt to resolve the Dispute by mediation in accordance with the Centre for Dispute Resolution (**CEDR**) Model Mediation Procedure 5th Edition (or if amended the current version at the time of the Dispute (the "**CEDR Model Mediation Procedure**")).

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- (b) To initiate a mediation pursuant to Clause 39.2(a) the claiming Party must give notice in writing (the "**ADR Notice**") to the other Party addressed to its Director and to the Chief Executive of CEDR requesting a mediation in accordance with Clause 39.2(a) and such notice must be given within ten Working Days after the date upon which the time for the Directors to resolve the Dispute pursuant to Clause 39.1(b)(ii) expired.
 - (c) The Parties will sign a mediation agreement in accordance with CEDR's Model Mediation Agreement (or in such other terms as may be agreed by the Parties in writing (the "**Mediation Agreement**"). The Mediation Agreement will be signed not less than seven days prior to the date fixed for mediation of the Dispute.
 - (d) The mediation shall take place in London and the language of the mediation will be English. The Mediation Agreement referred to in the CEDR Model Mediation Procedure shall be governed by and construed and take effect in accordance with English law.

39.3 Arbitration

- (a) If the Parties have not settled the Dispute by mediation pursuant to Clause 39.2, the Parties shall endeavour to agree to resolve the Dispute by arbitration to be conducted in accordance with a forum and rules of arbitration to be agreed by the Parties.
- (b) The Parties shall not refer the Dispute to arbitration unless they have both agreed in writing that the decision of the arbitral tribunal shall be final and binding.

39.4 Court proceedings

If the Dispute is not settled by negotiation in accordance with Clause 39.1(b) or by mediation in accordance with Clause 39.2 and the Parties do not agree in writing within 10 Working Days either after the failure by one of the Parties to sign the mediation agreement pursuant to Clause 39.2(c) or after the date of the conclusion of the Mediation (whichever is the first to occur) to resolve the Dispute by arbitration in accordance with Clause 39.3, either Party may initiate proceedings in respect of the Dispute pursuant to Clause 42 (*Governing Law and Jurisdiction*), and subject to the other provisions of this Agreement. If proceedings have already been issued and served pursuant to Clause 39.1(a) either Party may apply for the stay to be lifted and shall give at least 10 Working Days written notice of this application to the other Party.

39.5 Continued performance of obligations

Unless this Agreement has already been terminated, the Parties shall continue to perform their obligations under the Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution pursuant to this Clause 39.

39.6 Interim relief

Nothing in this Agreement shall prevent either Party seeking interim relief in any court.

39.7 Excluded Disputes

- (a) Any Dispute (whether as to liability or quantum or both) as to:
 - (i) any obligation to pay liquidated damages pursuant to Schedule 3 (*Performance Regime*); or
 - (ii) any obligation to make any other payments under this Agreement,shall be an **Excluded Dispute**.
- (b) At any time a Party, acting in good faith, may notify the other Party in writing that it considers a Dispute to be an Excluded Dispute and may at any time thereafter institute proceedings in the English Courts in respect of such Dispute (the "**Notice of Excluded Dispute**"). The Notice of Excluded Dispute shall include the grounds on which the Party delivering the notice considers the Dispute to be an Excluded Dispute.
- (c) Excluded Disputes shall not be referred to negotiation, mediation or arbitration in accordance with Clauses 39.1(b), 39.2 and 35.3 but shall be subject to the exclusive jurisdiction of the English Courts.

39.8 Performance Regime

This Clause 39 shall apply to disputes under the Performance Regime in accordance with Clause 9.4(c) (*Monitoring of performance*) subject to compliance with paragraph 7 of Schedule 3 (*Performance Regime*).

40 COSTS

Except as otherwise agreed in this Agreement, each Party shall bear its own costs incurred in connection with the execution and implementation of this Agreement and any documents referred to in it.

41 ASSIGNMENT, TRANSFER AND NOVATION

41.1 Restrictions on Service Provider

- (a) The Service Provider shall not assign, transfer or novate any of its rights or obligations under this Agreement without prior written consent of the Company.
- (b) Any sub-contracting by the Service Provider of its obligations shall be strictly in accordance with this Agreement.
- (c) Without prejudice to paragraph (b) above, the Service Provider shall not without the consent of the Company create any sub-interest or part with or share possession of any of the rights granted hereunder.

41.2 Assignment by the Company

- (a) Subject to paragraph (b) and (c), the Company shall not assign or otherwise transfer any or all of its rights or interests under this Agreement without the prior written consent of the Service Provider but no such assignment of rights or interests shall relieve the Company of any of its obligations under this Agreement.
- (b) The Company may assign by way of security all or any of its rights under this Agreement to the Lessor and the Lessor may subsequently assign to any of the Financiers (as defined in the Operating Lease).
- (c) The Company may assign, transfer or novate or subcontract its rights and/or obligations under this Agreement or part thereof to a third party within the Company's Group, to the Secretary of State or a public sector company (as defined in the Railways Act) without the consent of the Service Provider, or otherwise to any other third party with the prior consent of the Service Provider (such consent not to be unreasonably withheld) The Company shall reimburse the Service Provider for any reasonable out of pocket costs and expenses and reasonable and legal fees incurred in connection with any assignment, transfer, novation or subcontracting pursuant to this Clause 41.2(c)(c).

41.3 Not used

41.4 Continuing liability of Service Provider

The appointment or authorisation by the Service Provider of any Sub-Contractor, agent, officer or employee shall not relieve the Service Provider of any obligation under this Agreement, and the acts of and omissions of any such Sub-Contractor, agent, officer or employee shall, for the purposes of this Agreement, be deemed to be the acts or omissions of the Service Provider.

41.5 Contracts (Rights of Third Parties) Act 1999

- (a) Any of the Company's directors, officers and employees may enforce Clause 22 (*Service Provider Indemnities*) against the Service Provider.
- (b) Save as provided in paragraph (a) above, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

42 GOVERNING LAW AND JURISDICTION**42.1 Governing Law**

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

42.2 Enforcement and Jurisdiction

- (a) Subject to Clause 39, the English Courts have exclusive jurisdiction to hear or otherwise decide any Dispute and, for these purposes, each Party irrevocably submits to the jurisdiction of the English courts.
- (b) Each Party irrevocably (i) waives any objection which it might at any time have to the English courts being nominated as the forum to hear or otherwise decide any proceedings, and (ii) agrees not to claim that the English courts are not the convenient or appropriate forum for the Dispute.
- (c) Process by which any proceedings are commenced in England, and any notice referred to in this Agreement, shall be deemed served on the Service Provider or (as the case may be) the Company when delivered to its address specified in accordance with Clause 38 (*Notices*). Nothing in this Clause 42.2(c) affects the right to serve process in another manner permitted by English law.
- (d) Each Party irrevocably agrees that a judgment or order of any English Court in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

43 MITIGATION

In all cases where a Party seeks to establish or alleges a breach of this Agreement or a right to be indemnified or compensated or to be awarded costs in accordance with this Agreement, that Party shall be under a duty to take all reasonable measures to mitigate the loss which has occurred, provided that the Party in question can do so without unreasonable inconvenience or cost.

44 COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed on the day first written above.

SIGNATORIES

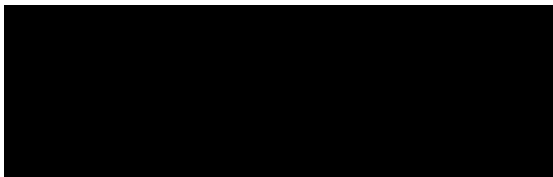
SOUTH WESTERN RAILWAY LIMITED

By:



SIEMENS MOBILITY LIMITED

By:



Schedule 1 - Parties

Information of the Company:

- 1 **Registered Number**

03266760

- 2 **Date of Incorporation**

22 October 1996

- 3 **Place of Incorporation**

England

- 4 **Address of Registered Office**

Great Minster House 4th Floor
Public Ownership Programme Team
33 Horseferry Road
London
England
SW1P 4DR

- 5 **Type of Company**

Private Limited Company

- 6 **Directors**

Arthur Sam Jerome Borkwood

Andrew Neil MacDonald

Timothy Rees

Elaine Tuck

- 7 **Secretary**

Matthew Philip Bentley

- 8 **Accounting Reference Date**

31 March

- 9 **Auditors**

PricewaterhouseCoopers LLP

10 **Tax Residence**

United Kingdom

11 **VAT Registration No.**

324097412

Information on the Service Provider

1 **Registered Number**

00016033

2 **Date of Incorporation**

7 November 1881

3 **Place of Incorporation**

England

4 **Address of Registered Office**

5 Sixth Floor, The Lantern, 75 Hampstead Road, London, England, NW1 2PL **Type of Company**

Private limited company

6 **Directors**

Sambit Banerjee

Carl Christopher Ennis

Marko Egon Feulner

Robert John Morris

7 **Secretary**

Nicola Diane Jordan

8 **Accounting Reference Date**

30 September

9 **Auditors**

PricewaterhouseCoopers LLP

10 **Tax Residence**

United Kingdom

11 **VAT Registration No.**

GB 479985260

Schedule 2 – Standard Services

Part A

- 1 The Standard Services comprise the provision of all of the following save to the extent that such service constitutes an Additional Service or is identified as the Company's responsibility in the table set out in paragraph 2 below:
- (a) servicing and maintenance of all Units, Vehicles and Parts;
 - (b) support at Outbases, Depots and the Siemens Service Facility;
 - (c) inspection and repair of and remedy of Faults (including Defects);
 - (d) design services;
 - (e) labour (including supervision of labour);
 - (f) plant and equipment;
 - (g) goods and materials (other than Spares);
 - (h) work facilities; and
 - (i) transport to and from and in and about any Location of any of the foregoing, including transport to any overhaul location of third party locations for purposes of providing the Services;
 - (j) (without limitation) the carrying out of those activities identified as the Service Provider's responsibility in the table set out in paragraph 2 below; and
 - (k) any other activity from time to time required by the Units, the Vehicles or the Parts in order that the Units should be operational in accordance with the Specification.
- 2 In the following table those Services designated "Siemens" in the column headed "Responsibility" are the responsibility of the Service Provider whilst those Services designated "Operator" in the column headed "Responsibility" are the responsibility of the Company.

Employment – Service Provider:	Responsibility
Provision of labour, management and supervision	Siemens
Labour:	
Scheduled maintenance	Siemens

Non scheduled maintenance	Siemens
Stores issuer	Siemens
Overhaul of component exchange in Siemens Service Facility	Siemens
Material:	
Material procurement process	Siemens
Material transportation	Siemens
Placing the orders for the initial spares quantity and subsequent replenishment orders from OEMs	Siemens
Scheduling the deliveries from OEMs	Siemens
Progress chasing the orders placed on OEMs	Siemens
Inspection and quality assurance of spares delivered	Siemens
Allocation and classification of part numbers to all spares	Siemens
Quantity checking of spares delivered by Service Provider at the delivery location	Siemens
Periodic stock checking of quantities and values	Siemens
Control of the storage facility including security of the stock, issue control, reconciliation of stock requisitions and stock records and physical parts counts in stock bins	Siemens
Safe storage of hazardous materials and issue of COSHH information sheets	Siemens
Safe storage of parts or equipment requiring materials handling equipment	Siemens
Management of perishable parts on a FIFO basis	Siemens
Determining the layout of the stores facility	Siemens
Purchase, supply installation and maintenance of stores related computer hardware and software	Siemens
Determining economic order quantity for all spare parts	Siemens
Setting re-order levels for all spare parts	Siemens
Returning spares that have failed inspection to the OEMs	Siemens

Returning spare parts that have failed within the original warranty period to the OEM	Siemens
Managing the warranty claims with the OEMs including record keeping, progressing the claims and resolving disputes	Siemens
Specifying the standards for repair or periodic overhaul or refurbishment of parts or sub assemblies	Siemens
Placement of orders for the repair, periodic overhaul or refurbishment of parts or sub assemblies	Siemens
Returning parts or sub assemblies to OEMs for periodic overhaul, repair or refurbishment	Siemens
Quality assurance of repair, overhaul or refurbishment work	Siemens
Progress chasing orders for repair, periodic overhaul and refurbishment	Siemens
Setting standards for scrapping of parts or sub assemblies requiring repair, periodic overhaul or refurbishment	Siemens
Task:	Siemens
Repair or replacement of wear and tear on interior (excluding abuse)(Labour and Materials)	Siemens
Repair or replacement of wear and tear on interior due to abuse (Labour and materials)	Siemens
Exterior Trains Cleaning (Siemens Service Facility only)	Siemens
Interior Cleaning – daily (Northam Depot only)	Siemens
Interior Cleaning – daily (other than at Northam Depot)	Operator
Interior Cleaning – periodic	Operator
Turnround cleaning (other than in Siemens Service Facility)	Operator
Provision of cleaning materials (Siemens Service Facility only)	Siemens
Management of minor repairs and fault finding	Siemens
Emptying of CET tanks (Siemens Service Facility only)	Siemens
Repainting – minor damage e.g. ballast	Siemens

Repainting – defects in paint system	Siemens
Repainting – in accordance with paragraph 4 below	Siemens
Provision of exterior Paint Condition based maintenance regime to be completed as per change control form TRSB/CP001	Siemens
Crash recovery due to Company negligence	Operator
Crash recovery due to Service Provider negligence (cost to Service Provider)	Operator
Failure recovery due to Company negligence	Operator
Post-maintenance test running – track access and operating costs	Operator
Train Planning	Operator
Train preparation outside Siemens Service Facility	Operator
Train preparation within Siemens Service Facility	Siemens
Tyre turning	Siemens
Incident cover	Siemens
Incident specialist Asst.	Siemens
Fault finding	Siemens
Technical Support	Siemens
Provision of technical help desk for the Company	Siemens
Making available Units in accordance with Train Plan Parameters	Operator
Performance engineering	Siemens
Initial and ongoing training (technical) of maintenance staff	Siemens
Initial training of operating staff	Siemens
On-going training of operating staff such that there are always 10 Company Employees trained by the Service Provider	Siemens
Initial Service Documentation for Units	Siemens
Updating of Service Documentation	Siemens

Insurance of the Units	Operator
Commissioning	Siemens
Warranty	Siemens
Type testing	Siemens
Traction power	Operator
Equipment:	
Provision of plant and machinery on Siemens Service Facility	Siemens
Miscellaneous:	
Vehicle record system updating CORMAP	Siemens
Quality system for train maintenance operations	Siemens
Management of safety for maintenance operations	Siemens
Train shunting movements on Siemens Service Facility	Siemens
COSHH Compliance	Siemens
Liaison with Network Rail and Competent Authorities	Siemens
Wifi:	
Wifi: SIM and data costs,	Operator
Obsolescence of wifi equipment and associated software	Operator
Replacement of wifi components where no greater than 5% of the wifi components fail in a Contract Year	Siemens
Replacement of wifi components where greater than 5% of the wifi components fail in a Contract Year	Operator**
Cubris DAS:	
Maintenance of Cubris DAS system	Operator**
Obsolescence of Cubris DAS system	Operator
Replacement of Cubris DAS components where no greater than 5% of the Cubris DAS components fail in a Contract Year	Siemens

Replacement of Cubris DAS components where greater than 5% of the Cubris DAS components fail in a Contract Year	Operator**
Other:	
Sleep mode on/off pushbuttons, cab labelling and associated additional wiring	Siemens
Energy metering – maintenance of hardware	Siemens
Energy metering – maintenance of software	Operator
Obsolescence of energy metering system	Operator
Legionella testing	Operator**
The incremental materials cost to the Company of replacement (including overhaul) variable stiffness bushes on the Units over and above the materials cost of standard bushes (as set out in the Specification)	Operator*
Maintenance and overhaul of the variable stiffness bushes on the Units in accordance with the VMS (excluding the incremental materials cost to the Company of replacement (including overhaul) variable stiffness bushes over and above the materials cost of standard bushes (as set out in the Specification))	Siemens

* In the event that the Operator does not supply variable stiffness bushes, the Service Provider shall only be obliged to provide standard bushes (as set out in the Specification) when maintaining and overhauling the Units

** can be ordered as an Unbudgeted Additional Service

OEMs = Original equipment manufacturers

FIFO = First in, first out

3 STANDARD SERVICE PAYMENTS

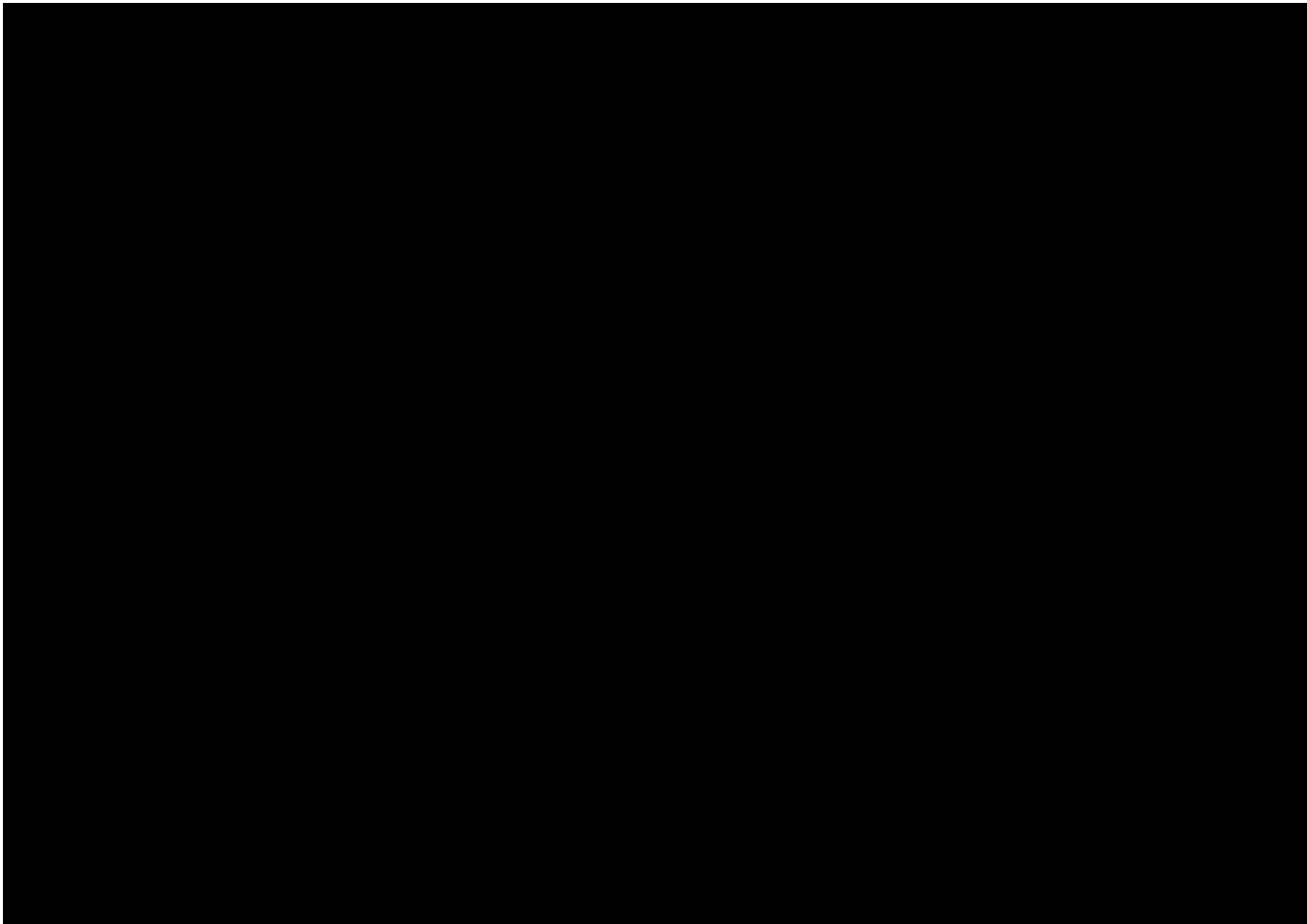
3.1 Subject to paragraph 3.1.5, the Standard Service Payment for each Unit for each Reporting Period in any Contract Year shall be equal to the amount shown in the table below in the column headed with the relevant type of Unit shown opposite the Average Mileage for such Unit and in each case divided by thirteen.

3.2 In paragraph 3.1 above "**Average Mileage**":

- (a) for any Class 450 Unit shall be equal to the scheduled aggregate mileage for that Contract Year for all Class 450 Units divided by the number of Class 450 Units; and

- (b) for any Class 444 Unit shall be equal to the scheduled aggregate mileage for that Contract Year for all Class 444 Units divided by the number of Class 444 Units.
- (c) from the Contract Date up to and including the Scheduled Expiry Date:

Average Mileage	Class 444 Units	Class 450 Units
Unit price May 2025 to May 2027	Unit price June 2027 to May 2030	Unit price May 2025 to May 2027 Unit price June 2027 to May 2030



- (d) the figures set out in this paragraph 3.1 shall be subject to Indexation in accordance with Schedule 9 on the Contract Date, such Indexation (as calculated on the Contract Date) to be calculated in accordance with the provisions of Schedule 9.

3.3 If at the end of any Contract Year the actual aggregate mileage for such Contract Year differs from the Average Mileage used to calculate the Standard Service Payments made during such Contract Year then:

- (a) any amount by which the Standard Service Payments actually made during that Contract Year exceed the Standard Service Payments which would have been paid had the actual aggregate mileage for such Contract Year been used to

calculate the Average Mileage instead of the scheduled aggregate mileage for such Contract Year shall be refunded to the Company; and

- (b) any amount by which the Standard Service Payments would have been paid had the actual aggregate mileage for such Contract Year been used to calculate the Average Mileage instead of the scheduled aggregate annual mileage exceeds the Standard Service Payments actually made during such Contract Year shall be paid to the Service Provider.

- 3.4 If the scheduled or actual average mileage for all Class 444 Units or Class 450 Units in any Contract Year is outside the parameters of the table in paragraph 3.1.4, any Party may propose a Variation under the Variation Procedure.

Repainting Periodicity

- 3.5 Any repaint of a Unit shall be deemed to constitute an Additional Service for which the Service Provider shall be entitled to be paid the cost calculated in accordance with Clause 9.22.

Outbase Support

- 3.6 The Service Provider shall retain an additional 6 (six) members of staff (in total) in any one or more of the Outbases (the "**Additional Outbase Support**") from the Contract Date to the Scheduled Expiry Date. The Additional Outbase Support shall, upon seven days written notice, continue to provide additional cover for the core staff providing Outbase support.
- 3.7 Where the Parties agree, the Service Provider shall dispense with the Additional Outbase Support and provide alternative capex benefit spend (up to a value of [REDACTED] per year).

Part B – Additional Services

Section A: Scope

Additional Services comprise:

- 1 the servicing, maintenance, Fault rectification or repair of any Unit, Vehicle or Part where the principal cause is:
 - (a) vandalism or theft except where caused by:
 - (i) the Service Provider or any of its Sub-Contractors or any other Relevant Person of the Service Provider; or

-
- (ii) the failure by the Service Provider or any of its Sub-Contractors or any other Relevant Person of the Service Provider to comply with Clause 6.9 (*Service Provider's precautions*);
 - (b) the occurrence of an accident, except to the extent that it is caused by a Defect or by the negligence or default of the Service Provider or any Sub-Contractor or any other Relevant Person of the Service Provider in the performance of its obligations under this Agreement (including the provision of the Services);
 - (c) Improper Use of the Unit or Vehicle by the Company or the operation of the Unit or Vehicle (other than by the Service Provider, any Sub-Contractor or any other Relevant Person of the Service Provider) otherwise than on the Relevant Network;
 - (d) work carried out by a person (other than the Service Provider, any Sub-Contractor or any Relevant Person of the Service Provider) if and to the extent that such work is negligently carried out or not carried out in accordance with the Manuals;
 - (e) any act or omission of Network Rail allocated to Network Rail in accordance with the fault allocation mechanism contained in Schedule 8 to each of the Track Access Agreements.
 - (f) breach by the Company of any of its obligations under this Agreement;
 - (g) the negligence, recklessness or wilful default of the Company or any Company Employee; or
 - (h) a Change in Law, Change in Relevant Consent or change in Operator's Safety Management System, any Mandatory Modification,.
- 2 any Modification to any Unit, Vehicle or Part.

Section B: Price

1 LABOUR RATES

The labour rates to be charged for Additional Services are:

Labour type	Rates £

Labour type	Rates £

Schedule 3 – Performance Regime

1 NEW TRAIN CANCELLATIONS

- 1.1 At the end of each Reporting Period the number of Unit Cancellations (excluding any Unit Cancellation which is an Allowable Failure) for that Reporting Period shall be determined in accordance with Clause 9.4 (*Monitoring of performance*).
- 1.2 If the number of Unit Cancellations (excluding any Unit Cancellation which is an Allowable Failure) for any Reporting Period in respect of any Units is equal to the Benchmark for Cancellations for that Reporting Period, no bonus payment or penalty payment shall become due in respect of such Unit Cancellations.
- 1.3 If the number of Unit Cancellations (excluding any Unit Cancellation which is an Allowable Failure) for any Reporting Period in respect of any Units is less than the Benchmark for Cancellations for any Units for that Reporting Period, such difference shall be multiplied by the amount shown in the table below and the product of such multiplication shall be included in the aggregate of all bonus payments for such Reporting Period.

All Units	Bonus/penalty payment
Unit Cancellation	██████████ per event (subject to annual indexation from 1 February 2026 in accordance with RPI)

- 1.4 If the number of Unit Cancellations (excluding any Unit Cancellation which is an Allowable Failure) for any Reporting Period in respect of any Units for that Reporting Period is greater than the Benchmark for Cancellations for any Units for that Reporting Period, such difference shall be multiplied by the amount shown in the table above and the product of such multiplication shall be included in the aggregate of all penalty payments for such Reporting Period.

2 NEW TRAIN DELAYS

- 2.1 At the end of each Reporting Period the number of Unit Delays (3 Minutes Late) for that Reporting Period shall be determined in accordance with Clause 9.4 (*Monitoring of performance*). The number of Unit Delays (3 Minutes Late) which shall count for the purposes of the Performance Regime, shall be calculated in accordance with paragraphs 2.1(c), (e) and (f) of this Schedule 3.
- 2.2 At the end of each Reporting Period the number of Unit Delays (15 Minutes Late) for that Reporting Period shall be determined in accordance with Clause 9.4 (*Monitoring of performance*). The number of Unit Delays (15 Minutes Late) which shall count for the purposes of the Performance Regime, shall be calculated in accordance with paragraphs 2.1(d) to (f) of this Schedule 3.

-
- 2.3 For the purposes of the Performance Regime:
- (a) only one Unit Delay (3 Minutes Late) shall count for each Diagram Leg;
 - (b) no Unit Delay (3 Minutes Late) shall occur if such Passenger service is subject to a Unit Delay (15 Minutes Late) in relation to the same Diagram Leg or to a Unit Cancellation which includes the Cancellation of the same Diagram Leg; and
 - (c) any Unit Delay (3 Minutes Late) caused by an Allowable Failure shall be disregarded.
 - (d) For the purposes of the Performance Regime:
 - (e) only one Unit Delay (15 Minutes Late) shall count for each Diagram Leg;
 - (f) if a Unit is subject to both a Unit Delay (15 Minutes Late) and a Unit Cancellation in relation to the same Diagram Leg, only the Unit Delay (15 Minutes Late) (but not the Unit Cancellation) shall be counted; and
 - (g) any Unit Delay (15 Minutes Late) or Unit Cancellation caused by an Allowable Failure shall be disregarded.
- 2.4 For the purposes of the Performance Regime, to the extent that a Unit Delay (3 Minutes Late) or Unit Delay (15 Minutes Late) (in each case which is not an Allowable Failure) causes the late commencement of a later Diagram Leg, the delay in commencement of the later Diagram Leg will not be disregarded when calculating whether a Unit Delay (3 Minutes Late) or Unit Delay (15 Minutes Late) has arisen on such later Diagram Leg.
- 2.5 For the purposes of the Performance Regime, where an incident occurs during the period when a Unit is being moved by the Company from the point of Handover, to the start point of a Diagram Leg, and such incident would, if it had occurred on a Passenger journey, count as a Unit Delay (3 Minutes Late) or Unit Delay (15 Minutes Late) (excluding any Allowable Failures), then the delay in commencement of the Diagram Leg caused by such incident will not be disregarded when calculating whether a Unit Delay (3 Minutes Late) or Unit Delay (15 Minutes Late) has arisen on that Diagram Leg.
- 2.6 If the number of Unit Delays (3 Minutes Late) (excluding any Unit Delay (3 Minutes Late) which is an Allowable Failure) of any duration for any Reporting Period is equal to the Benchmark for Delays (3 Minutes Late) for that Reporting Period, no bonus payment or penalty payment shall become due in respect of such Unit Delays (3 Minutes Late).
- 2.7 If the number of Unit Delays (15 Minutes Late) (excluding any Unit Delay (15 Minutes Late) which is an Allowable Failure) of any duration for any Reporting Period is equal to the Benchmark for Delays (15 Minutes Late) for that Reporting Period, no bonus payment or penalty payment shall become due in respect of such Unit Delays (15 Minutes Late).

2.8 If the number of Unit Delays (3 Minutes Late) (excluding any Unit Delay (3 Minutes Late) which is an Allowable Failure) for any Reporting Period is less than the Benchmark for Delays (3 Minutes Late) for that Reporting Period, such difference shall be multiplied by the amount shown in the table below and the product of such multiplication shall be included in the aggregate of all bonus payments for such Reporting Period.

All Units	Bonus/penalty payment
Unit Delay (3 Minutes Late)	██████████ per event (subject to annual indexation from 1 February 2026 in accordance with RPI)

2.9 If the number of Unit Delays (15 Minutes Late) (excluding any Unit Delay (15 Minutes Late) which is an Allowable Failure) for any Reporting Period is less than the Benchmark for Delays (15 Minutes Late) for that Reporting Period, such difference shall be multiplied by the amount shown in the table below and the product of such multiplication shall be included in the aggregate of all bonus payments for such Reporting Period.

All Units	Bonus/penalty payment
Unit Delay (15 Minutes Late)	██████████ per event (subject to annual indexation from 1 February 2026 in accordance with RPI)

2.10 If the number of Unit Delays (3 Minutes Late) (excluding any Unit Delay (3 Minutes Late) which is an Allowable Failure) for any Reporting Period is greater than the Benchmark for Delays (3 Minutes Late) for that Reporting Period, such difference shall be multiplied by the amount shown in the table in paragraph 2.3(a) and the product of such multiplication shall be included in the aggregate of all penalty payments for such Reporting Period.

2.11 If the number of Unit Delays (15 Minutes Late) (excluding any Unit Delay (15 Minutes Late) which is an Allowable Failure) for any Reporting Period is greater than the Benchmark for Delays (15 Minutes Late) for that Reporting Period, such difference shall be multiplied by the amount shown in the table in paragraph 2.3(b) and the product of such multiplication shall be included in the aggregate of all penalty payments for such Reporting Period.

3 NEW TRAIN FACILITY FAILURES

3.1 At the end of each Reporting Period the number of Unit Facility Failures and the number of Unit Facility Failures which are Allowable Failures for that Reporting Period for each category of service defect shall be determined in accordance with Clause 9.4 (*Monitoring of performance*).

3.2 At the end of each Reporting Period a value shall be attributed to the aggregate of all Unit Facility Failures (excluding any Unit Facility Failure which is an Allowable Failure) by

multiplying the number of such Unit Facility Failures within each category of service defect shown in the first column of the table shown below by:

- (a) for Unit Facility Failures from 1-n inclusive, the amount shown in the second column opposite such category of service defect; and
- (b) where greater than "n" Unit Facility Failures have been recorded, for the number of Unit Facility Failures in excess of "n", the amount shown in the third column opposite such category of service defect,

where "n" means, in each case, rounded up to the nearest whole number:

- (i) in relation to any Unit Facility Failure within paragraph (a) of the definition of Unit Facility Failures, the number [REDACTED]
- (ii) in relation to any Unit Facility Failure within paragraph (b) of the definition of Unit Facility Failures, the number [REDACTED]
- (iii) in relation to any Unit Facility Failure within paragraph (c) of the definition of Unit Facility Failures, the number of [REDACTED]
- (iv) in relation to any Unit Facility Failure within paragraph (d) of the definition of Unit Facility Failures, the number [REDACTED]

Paragraph of the definition of Unit Facility Failure	Number of Unit Facility Failures within each paragraph of the definition of Unit Facility Failures which are not Allowable Failures	
	1–n inclusive	greater than n
(a) Toilet facilities	[REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI)	[REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI)
(b) HVAC	[REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI)	[REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI)
(c) PA/Comms/CCTV	[REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI)	[REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI)
(d) Doors	[REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI)	[REDACTED] (subject to annual indexation from 1 February 2026 in accordance with RPI)

- 3.3 If the aggregate amount resulting from the calculation referred to in paragraph 3.2 is equal to [REDACTED] subject to annual indexation from 1 February 2026 in accordance with RPI, no bonus payment or penalty payment shall be payable in respect of Unit Facility Failures for that Reporting Period.
- 3.4 If the aggregate amount resulting from the calculation referred to in paragraph 3.2 is less than [REDACTED] subject to annual indexation from 1 February 2026 in accordance with RPI, an amount equal to [REDACTED] of such difference shall be included in the aggregate of all bonus payments for such Reporting Period.
- 3.5 If the aggregate amount resulting from the calculation referred to in paragraph 3.2 is greater than [REDACTED] subject to annual indexation from 1 February 2026 in accordance with RPI, a penalty payment equal to such difference shall be included in the aggregate of all penalty payments for such Reporting Period.
- 3.6 If the Service Provider is aware (or ought reasonably to be aware) that any Unit Facility Failure (excluding any Unit Facility Failure which is an Allowable Failure) was not reported to the Company in any Reporting Period, then the aggregate amount resulting from the calculation referred to in paragraph 3.2 for the Reporting Period in which such Unit Facility Failure was not reported shall be recalculated as if such Unit Facility Failure had been correctly reported and in addition as if an additional Unit Facility Failure within the same paragraph of the definition of Unit Facility Failure had been reported during such Reporting Period and the difference between the amounts actually paid in respect of such Reporting Period and the amounts which would have been payable had such recalculation applied shall be payable during the Reporting Period in which the underreporting is detected.

4 NEW TRAIN SHORT FORMATIONS

- 4.1 At the end of each Reporting Period the number of Unit Short Formations (excluding any Unit Short Formation which is an Allowable Failure) for that Reporting Period shall be determined in accordance with Clause 9.4 (*Monitoring of performance*).
- 4.2 If the number of Unit Short Formations (excluding any Unit Short Formation which is an Allowable Failure) for any Reporting Period in respect of any Units is equal to the Benchmark for Short Formations for any Units for that Reporting Period, no bonus payment or penalty payment shall become due in respect of such Unit Short Formation.
- 4.3 If the number of Unit Short Formations (excluding any Unit Short Formation which is an Allowable Failure) for any Reporting Period in respect of any Units is less than the Benchmark for Short Formations for any Units for that Reporting Period, such difference shall be multiplied by the amount shown in the table below and the product of such

multiplication shall be included in the aggregate of all bonus payments for such Reporting Period.

All Units	Bonus/penalty payment
Unit Short Formation	██████████ per event (subject to annual indexation from 1 February 2026 in accordance with RPI)

4.4 If the number of Unit Short Formations (excluding any Unit Short Formation which is an Allowable Failure) for any Reporting Period in respect of any Units is greater than the Benchmark for Short Formations for any Units for that Reporting Period, such difference shall be multiplied by the amount shown in the table above and the product of such multiplication shall be included in the aggregate of all penalty payments for such Reporting Period.

5 AGGREGATION

5.1 At the end of each Reporting Period:

- (a) the sum of all penalty payments attributed in accordance with paragraphs 1.4, 2.4, 3.5, 3.6 and 4.4 above shall be calculated, such sum being the "**Gross Penalty**"; and
- (b) the Parties shall calculate the number of occasions on which the sum of all penalty payments attributed to a particular Unit for a particular day (excluding any penalty payments relating to Unit Facility Failures) exceeds ██████████. For each such occasion, the excess shall be calculated and the aggregate of such excesses for that Reporting Period shall be the "Aggregate Excess"; and
- (c) the Aggregate Excess shall be deducted from the Gross Penalty, to give the "Net Penalty"; and
- (d) the Net Penalty shall be deducted from the sum of all bonus payments attributed in accordance with paragraphs 1.3, 2.3, 3.4 and 4.3 above. If, following such deduction, the total is positive, such net bonus payment shall be payable by the Company to the Service Provider. If, following such deduction, the total is negative, such net penalty payment shall be payable by the Service Provider to the Company within 14 days of demand by the Company in accordance with Clause 15.13 (*Time for Payments*).

5.2 If the Service Provider has failed to provide the Facility Failure Information within 8 Working Days after the end of the relevant Reporting Period in accordance with Clause 9.4, the Company shall be entitled, but not obliged, to calculate and invoice the bonus or penalty payable in respect of that Reporting Period by reference only to paragraphs 1.3, 1.4, 2.3, 2.4, 4.3 and 4.4 above. If an invoice is rendered on this basis, once the Facility

Failure Information has been provided to the Company by the Service Provider, the Company will recalculate the penalty or bonus payable in respect of that Reporting Period in accordance with paragraph 5.1 above and an adjusting payment will be payable by the Service Provider to the Company or vice versa, as appropriate.

6 PERFORMANCE LEADING TO SERVICE PROVIDER EVENT OF DEFAULT

6.1 If:

- (a) the mean number of occurrences of Unit Cancellations, Unit Delays (3 Minutes Late), Unit Delays (15 Minutes Late) or Unit Short Formations in any three consecutive Reporting Periods out of thirteen consecutive Reporting Periods is equal to or greater than [REDACTED] of the mean of the Benchmark for Cancellations Benchmark for Delays (3 Minutes Late), Benchmark for Delays (15 Minutes Late) or Benchmark for Short Formations for those three Reporting Periods (a [REDACTED]); or
- (b) the mean number of occurrences of Unit Cancellations, Unit Delays (3 Minutes Late), Unit Delays (15 Minutes Late) or Unit Short Formations in any four consecutive Reporting Periods out of thirteen consecutive Reporting Periods is equal to or greater than [REDACTED] of the mean of the Benchmark for Cancellations, Benchmark for Delays (3 Minutes Late), Benchmark for Delays (15 Minutes Late) or Benchmark for Short Formations for those four Reporting Periods (a [REDACTED]); or
- (c) the mean number of occurrences of Unit Cancellations, Unit Delays (3 Minutes Late), Unit Delays (15 Minutes Late) or Unit Short Formations in any thirteen consecutive Reporting Periods is equal to or greater than [REDACTED] of the mean of the Benchmark for Cancellations, Benchmark for Delays (3 Minutes Late), Benchmark for Delays (15 Minutes Late) or Benchmark for Short Formations for those thirteen Reporting Periods (a [REDACTED]),

then the Company may exercise its rights under Clause 19.2(d) (*Company's remedies*), Clause 19.3 (*Remedial plan*) and Clause 19.4 (*Failure to remedy/rejection of remedial plan*) as if a Service Provider Event of Default had occurred.

6.2 If:

- (a) a [REDACTED] occurs within twelve months of any [REDACTED] or [REDACTED]

-
- (b) a [REDACTED] occurs within twenty-four months of any [REDACTED]
[REDACTED] or [REDACTED]
[REDACTED]

then Clause 19.1(k) (*Service Provider Events of Default*) shall apply provided that the Company's remedies set out in Clause 19.2(a), (b), (c) and (d)(i) shall not apply in relation to such a Service Provider Event of Default unless the Company has first requested the Service Provider to put forward a remedial plan in accordance with the provisions of Clause 19.2(d)(ii), to which plan Clauses 19.3 and 19.4 shall apply.

7 DISPUTE RESOLUTION

7.1 Responsibility for each Unit Cancellation, Unit Delay (3 Minutes Late), Unit Delay (15 Minutes Late) and Unit Short Formation shall be allocated as between Network Rail and the Company according to paragraph 5 of Schedule 8 to the Track Access Agreements.

7.2 The Company shall forward a copy of each document received by the Company from Network Rail under paragraph 6.1 of Schedule 8 to any Track Access Agreement to the Service Provider; and

- (a) the Service Provider shall co-operate fully with the Company in compiling, arranging, organising and distributing any appropriate response to Network Rail in respect of communication received from Network Rail under paragraph 6.1 of Schedule 8 to such Track Access Agreement.

7.3 The Company shall forward a copy of each notification of dispute received or sent by the Company from or to Network Rail under paragraph 6.2 of Schedule 8 to any Track Access Agreement; and

- (a) the Service Provider shall co-operate fully with the Company (at the Company's direction) in making or defending a claim or claims in respect of any dispute under paragraph 6.2 of Schedule 8 to such Track Access Agreement.

7.4 The Company shall forward a copy of each notice received by the Company from Network Rail under paragraph 6.3 of Schedule 8 to any Track Access Agreement; and

- (a) the Service Provider shall co-operate fully with the Company (at the Company's direction) in respect of any request and/or order made in respect of any notice received from Network Rail under paragraph 6.3 of Schedule 8 to such Track Access Agreement.

7.5 The Company shall inform the Service Provider of any dispute between itself and Network Rail which it is aware that exists when Network Rail provides its statement for the Period

(as defined in the Track Access Agreement) under paragraph 15 of Schedule 8 to any Track Access Agreement; and

- (a) the Service Provider shall co-operate fully with any request or direction made by the Company pursuant to obligations undertaken by the Company under paragraph 15 of Schedule 8 to such Track Access Agreement.

7.6 Where Network Rail records, pursuant to paragraph 5.10(d) of Schedule 8 to any Track Access Agreement, Reliability Events (as defined in such Track Access Agreement) which are wholly or mainly caused by incidents which are initially identified as being caused by a Fault on a Unit then the Company will notify the Service Provider thereof and as between the Company and the Service Provider, the Service Provider will be liable unless the Service Provider can demonstrate to the reasonable satisfaction of the Company that such Reliability Event was an Allowable Failure.

8 BENCHMARK ADJUSTMENT

The Benchmark for Cancellations, Benchmark for Delays (3 Minutes Late), Benchmark for Delays (15 Minutes Late) and Benchmark for Short Formations (collectively, the "Benchmarks") are based on an assumed average mileage per Unit of 120,000 miles per annum for a Class 450 Unit and 189,999 for a Class 444 Unit ("Assumed Mileage"). If the scheduled or actual average mileage for any Unit (calculated by dividing the scheduled or actual mileage respectively of all the Units of that class by the number of Units of that class) in any Contract Year would fall into a mileage band in the applicable table in paragraph 3.2(c) of Part A of Schedule 2 higher or lower than the band into which the Assumed Mileage would fall, or would fall outside of any of the mileage bands in the applicable table, either Party may propose a Variation to the Benchmarks under the Variation Procedure.

Schedule 4 - Agreement Management

CONTENTS

- 1 The Service Manager
- 2 The Contract Manager
- 3 Management communications/meetings
- 4 Variations to Agreement
- 5 Documentation, documentation standards and documentation control.
- 6 Quality Assurance.

Part A – The Service Manager

- 1.1 Save to the extent that notice in writing is given to the Service Provider from time to time the Service Manager shall have full authority to act on behalf of the Company for the purposes of this Agreement and the Service Provider shall regard the Service Manager in all matters as if the Service Manager were the Company. The principal responsibilities of the Service Manager shall be *inter alia*:
 - (a) to manage the Agreement on behalf of the Company;
 - (b) to manage the safety obligations of the Company and to ensure that the manner in which the Agreement is performed is not prejudicial to the Company;
 - (c) to authorise payments to the Service Provider under the Agreement; and
 - (d) to enable the Company to fulfil its obligations under the Agreement to the Contractor.
- 1.2 The Service Manager may, from time to time as he sees fit, delegate any of the powers, functions and authorities vested in him to an assistant or assistants or agent and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing signed by the Service Manager and shall state which power, function or authority is thereby delegated or revoked and the person or persons to whom or from whom the same are delegated or revoked respectively. No such delegation or revocation shall have effect until the Service Provider is deemed to have received notice of it in writing in accordance with Clause 38 (*Notices*) of the Agreement. The Company shall nominate the Service Manager by written notice to the Service Provider within 4 weeks of the Completion Date. The Company in its absolute discretion may replace the Service Manager at any time and notify the Service Provider in writing accordingly.

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- 1.3 The Service Provider shall take instructions and/or directions given in accordance with this Agreement only from the Service Manager or his delegated representative and shall, subject to Clause 10.1(a)(vii), comply with, and adhere strictly to, such instruction and direction on any such matters. Such instructions shall be confirmed in writing within 5 Working Days.
- 1.4 Subject to reasonable prior notice from the Service Manager to the Service Provider, the Service Manager shall have access to any Sub-Contractor's premises at all reasonable times during the Agreement Duration for the purposes of monitoring the performance of the Sub-Contractors. This access right shall include all workshops and places where work is being undertaken or where materials, manufactured articles and machinery are being obtained for this Agreement, and the Service Provider shall afford every facility for, and every assistance in, obtaining such access or the right to such access.

Part B – The Contract Manager

- 1.1 The Service Provider shall appoint a competent Contract Manager with full power and authority to make decisions and bind the Service Provider in the carrying out of this Agreement on behalf of the Service Provider. The Contract Manager shall be principally responsible for, amongst other things:
- (a) managing the Agreement on behalf of the Service Provider; and
 - (b) ensuring that the necessary resources within the Service Provider's organisation are made available expeditiously for the performance of the Agreement and for ensuring that Sub-Contracts are placed and managed so that the requirements of the Agreement are fully met.
- 1.2 The Contract Manager shall be empowered to receive, on behalf of the Service Provider, directions and instructions from the Service Manager in relation to the Agreement. The Contract Manager may from time to time delegate any of the powers, functions and authorities vested in him to an assistant or assistants or agents and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing signed by the Contract Manager and shall state which power, function or authority is thereby delegated or revoked and the persons to whom or from whom the same are delegated or revoked respectively. No such delegation or revocation shall have effect until the Company is deemed to have received notice of it in writing in accordance with Clause 38 (*Notices*) of the Agreement.
- 1.3 Except in cases of emergency, or as a consequence of the proper exercise of disciplinary procedures of the Service Provider a minimum of one month's notice must be given to the Service Manager of a proposal to replace the Contract Manager and, before appointment of the replacement, the Service Manager shall have the opportunity to

approve the appointment of the replacement Contract Manager before the appointment takes effect, such approval not to be unreasonably withheld or delayed if a suitable qualified replacement is offered.

- 1.4 The Service Provider shall identify a list of key personnel ("**Key Personnel**") who shall be employed by the Service Provider or its Sub-Contractors in the performance of the Agreement. This shall include but not be limited to:

- (a) Contract Manager;
- (b) the Service Provider Controller;
- (c) the manager of the Siemens Service Facility; and
- (d) the employee of the Service Provider who is located at Waterloo in accordance with Clause 10.13(c).

The Service Provider shall provide an organisation chart detailing the responsibilities reporting lines of each of the Key Personnel within 4 weeks of the Completion Date and shall update and provide to the Company such chart as and when any changes occur.

Part C – Management Communications/Meetings

CONTROL OF COMMUNICATIONS, INFORMATION AND DOCUMENTS

- 2 The Service Provider shall use a logical and structured system for correspondence reference and drawing reference. All communications between the Service Provider and the Company shall be given a unique reference number, and wherever possible correspondence shall be cross-referenced to the relevant Clause or Schedule in the Agreement. The Service Provider shall maintain a log of all uniquely numbered correspondence for periodic inspection by the Service Manager. Electronic format (email) is the preferred means of all communication. Paper format shall be used where signatures are required or when requested by the Company or the Service Provider, or where notices are served under the Agreement.

MEETINGS AND MAJOR AND KEY SUB-CONTRACTOR MEETINGS

- 1.1 All meetings between the Service Provider and the Company shall be minuted by the Service Manager and the minutes shall be published within 7 Working Days of the meeting. The Service Manager shall chair all meetings referred to in paragraph 2.4. All meetings in paragraph 2.4 shall be held at a location to be agreed between the Parties.
- 1.2 The Service Provider shall ensure that its representatives at all meetings with the Company have delegated power and authority to act on behalf of the Service Provider.

1.3 Where reasonable concern exists, the Service Manager shall have the right to instruct the Service Provider to convene a meeting between the Service Provider and any of its Sub-Contractors. The Service Manager shall have the right to attend the meeting.

1.4 In addition to the meetings detailed in this paragraph 2.4 of this Schedule the Service Provider shall attend any other meetings as reasonably required by the Service Manager, subject to the Service Provider being advised in writing 5 Working Days in advance of the meeting and of the proposed agenda and subject further to the Service Provider being offered alternative dates by the Service Manager, if the Service Provider is unable to attend the first proposed date.

(a) *Service Review Meetings:* to be held at 4 weekly intervals or as deemed reasonably necessary by the Service Manager from the Completion Date. The Service Review Meetings shall review:

- (i) accuracy of previous minutes;
- (ii) notes of any special meetings;
- (iii) quality;
- (iv) safety;
- (v) identification of matters in dispute and actions towards resolution; and
- (vi) other matters as may from time to time be determined to be necessary by the Service Manager or the Contract Manager.

(b) *Variation Meetings:* to be held at intervals as deemed appropriate by the Service Manager from the date of this Agreement for the Agreement Duration. Such meetings shall:

- (i) review the accuracy of previous minutes;
- (ii) review the progress of decisions on Variations and concessions;
- (iii) consider/review the determination of the impact of Variations;
- (iv) authorise Variations; and
- (v) discuss new or proposed Variations.

Wherever possible the meetings in 2.4(a) and (b) above shall be held on the same date at the same location.

Part D – Variations to Agreement

1 GENERAL

- 1.1 The procedure set out in this Part D applies in the following circumstances:
- (a) if the Company requests a Variation to this Agreement which is necessary as a result of a Change in Law, a Change in Relevant Consent or a change in the Operator's Safety Management System (a "**Required Variation**"); or
 - (b) if the Company is considering requiring the Service Provider to make a variation to this Agreement (a "**Company Proposed Variation**"); or
 - (c) if the Service Provider requires the Company to consider a proposal made by the Service Provider to make a variation to this Agreement (a "**Service Provider Proposed Variation**").
- 1.2 Unless the Parties otherwise agree, no Variation shall take effect unless and until:
- (a) in relation to a Required Variation, a Notice of Required Variation has been issued; or
 - (b) in relation to a Company Proposed Variation or a Service Provider Proposed Variation, a Variation Order has been issued in the form annexed as Schedule 18 (*Form of Variation Order*).
- 1.3 The Company may issue a Notice of Required Variation or Notice of Company Proposed Variation and the Service Provider may issue a Notice of Service Provider Proposed Variation at any time during the Agreement Duration.
- 1.4 On the issue or receipt by the Service Manager of any Notice of Variation and prior to the issue of any Notice of Service Provider Proposed Variation by the Service Provider (on receipt by the Service Manager of a request from the Service Provider pursuant to paragraph 4.1), the Service Manager shall allocate a unique number to the potential Variation (which he shall notify to the Service Provider) and he shall also maintain a sequentially numbered register of all potential and actual Variations. All subsequent correspondence between the Parties in relation to any potential or actual Variation shall bear the allocated number.

2 COMPANY PROPOSED VARIATIONS

- 2.1 If the Company is considering requiring the Service Provider to carry out a Company Proposed Variation, the Service Manager shall complete a Notice of Company Proposed Variation specifying the Company Proposed Variation and shall deliver that notice to the Service Provider.

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- 2.2 Unless a longer period is agreed between the Service Provider and the Service Manager, or is specified in the Notice, the Service Provider shall:
- (a) within 15 Working Days of receipt of a Notice of Company Proposed Variation, provide to the Service Manager a completed Notice of Company Proposed Variation specifying all relevant information as to the effects of the Proposed Variation including any changes which the Company Proposed Variation would necessitate to the terms and conditions of this Agreement; or
 - (b) within 10 Working Days of receipt of a Notice of Company Proposed Variation, provide to the Service Manager a project plan detailing the timescales (which shall be reasonable in all respects) within which the Service Provider will provide to the Service Manager all relevant information (including a completed Notice of Company Proposed Variation) as to the effects of the Company Proposed Variation including any changes which the Company Proposed Variation would necessitate to the terms and conditions of this Agreement and, following delivery of such project plan, the Service Provider shall use all reasonable endeavours to meet the timescales detailed in that project plan.
- 2.3 The Service Provider shall use all reasonable endeavours to fulfil any Company Proposed Variation for the least additional cost (or maximum reduction in cost) to the Lessor and/or the Company and with the minimum impact on the availability of the Units, the Diagrams and the performance of the Service Provider's obligations under this Agreement (including the provision of the Services).
- 2.4 Within 20 Working Days of receipt of a completed Notice of Company Proposed Variation in accordance with paragraph 2.2, the Service Manager shall:
- (a) if he is satisfied in all respects with the Service Provider's response, complete and issue to the Service Provider a Variation Order in respect of the Company Proposed Variation which shall specify:
 - (i) the Company Proposed Variation;
 - (ii) the cost of the Company Proposed Variation;
 - (iii) the extension of time (if any) granted to or the timescale for implementation of the Variation by the Service Provider as appropriate; and
 - (iv) any other related amendment to the Agreement; or
 - (b) if he is not satisfied with any part of the Service Provider's response, require, giving reasons, the Service Provider to reconsider such part and, within 10

Working Days of receipt of such a request, the Service Provider shall make a further proposal to the Company in respect thereof; on receipt of such further proposal, this paragraph 2.4 will apply as if the Service Manager had received a completed Notice of Company Proposed Variation; or

- (c) notify the Service Provider in writing that the Company does not require the Service Provider to carry out the Company Proposed Variation.

2.5 On receipt of a Variation Order pursuant to paragraph 2.4(a) consistent with the completed Notice of Company Proposed Variation, the Service Provider shall counter-sign such Variation Order, return one copy thereof to the Company and carry out the works specified in the Variation Order within the period specified therein.

2.6 If the Company does not accept the Service Provider's second proposal according to paragraph 2.4(b) above, it shall be entitled either:

- (a) to approach third parties in the market place to elicit proposals in relation to the relevant Company Proposed Variation and if the Company is able to obtain a satisfactory quotation as to price from a third party in relation to the works required to implement the relevant Company Proposed Variation, the Company shall give the Service Provider the opportunity to match such price and:

- (i) provided the Service Provider is willing to match such price, permit the Service Provider to carry out the relevant Company Proposed Variation at such matched price; and

- (ii) if the Service Provider is unwilling to match such price, appoint a third party to carry out the work required to implement the relevant Company Proposed Variation, either with the Service Provider's supervision, at a reasonable price to be agreed by the Parties for the provision of such supervision (in which case, the Service Provider hereby agrees that the Service Provider's obligations under this Agreement shall apply to the work implementing such Company Proposed Variation) or without the Service Provider's supervision (in which case, the Company acknowledges that the obligations of the Service Provider under this Agreement shall not apply to such work); or

- (b) to refer the relevant Company Proposed Variation to an independent expert, who shall decide, in his or her absolute discretion whether, or not the Service Provider's proposal as to price is reasonable and shall, within 20 Working Days of being instructed, provide its decision to both Parties.

2.7 In the event the option in paragraph 2.6(b) is selected by the Company, the Service Provider shall, within 14 days, produce a revised proposal complying with the pricing

which the expert has determined to be reasonable in the marketplace, and thereafter carry out the required Company Proposed Variation. The expert's decision as to price shall be final and binding on the Parties.

- 2.8 The costs of the independent expert appointed pursuant to paragraph 2.6 above shall be borne by the Company.

3 REQUIRED VARIATIONS

- 3.1 If the Company requires the Service Provider to carry out a Required Variation, the Service Manager shall complete a Notice of Required Variation specifying the Required Variation and shall deliver that notice to the Service Provider.

- 3.2 On receipt of a Notice of Required Variation, the Service Provider shall:

- (a) as soon as reasonably practicable, start carrying out the work specified in the notice, and may incur costs up to the amount specified in the Notice of Required Variation on a "price to be agreed basis", but shall not incur any further costs above the specified amount without the agreement of the Service Manager that it will exceed the amount specified in the Notice. If such agreement of the Service Manager is forthcoming, the Service Manager shall confirm in writing the re-authorised amount within 5 Working Days by the issue of a further Notice of Required Variation; and
- (b) unless a longer period is agreed between the Service Provider and the Service Manager or is specified in the Notice of Required Variation, within the Service Provider shall:
 - (i) within 15 Working Days of receipt of a Notice of Required Variation, provide to the Service Manager a completed Notice of Required Variation (including the attachment) specifying all relevant information as to the effects of the Required Variation including any changes which the Required Variation would necessitate to the terms and conditions of this Agreement; or
 - (ii) within 5 Working Days of receipt of a Notice Required Variation, undertake to deliver to the Service Manager within 25 Working Days of receipt of such Notice of Required Variation a completed Notice of Required Variation (including the attachment) specifying all relevant information as to the effects of the Required Variation including any changes which the Required Variation would necessitate to the terms and conditions of this Agreement.

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- 3.3 The Service Provider shall use all reasonable endeavours to fulfil any Required Variation for the least additional cost (or maximum reduction in cost) to the Lessor and/or the Company and with the minimum impact on the availability of the Units, the Diagrams and the performance of the Service Provider's obligations under this Agreement (including the provision of the Services).
- 3.4 Where the Company requests a Required Variation:
- (a) if that Variation is necessary as a result of a Change of Law, a Change in Relevant Consent or a change in the Operator's Safety Management System which is effective no later than 31st March, 2001, or have otherwise been addressed (whether through a variation, modification or otherwise) in any Previous Service Agreement, the costs of implementing the Variation shall be for the account of the Service Provider; but
 - (b) if that Variation is necessary as a result of a Change of Law, a Change in Relevant Consent or a change in the Operator's Safety Management System which is effective after 31st March, 2001, the costs of implementing the Required Variation shall:
 - (i) to the extent that they relate to the performance of the Standard Services or the Additional Services; and
 - (ii) if such costs have not otherwise been addressed (whether through a variation, modification or otherwise) in any Previous Service Agreementbe for the account of the Company; and
 - (c) no Party shall withhold or delay its approval to any Required Variation if, and to the extent that, the Required Variation is properly and reasonably required as a result of a Change in Law or Change in Relevant Consent or change in the Operator's Safety Management System.
- 3.5 Without prejudice to Clause 43 (*Mitigation*), where the Effective Date in relation to a Change in Law or Change in Relevant Consent (as appropriate) is a date occurring on or after the Relevant Date for that Change in Law or Change in Relevant Consent, then the Service Provider undertakes to take all reasonable measures to mitigate (provided that the Service Provider can take such measures without unreasonable inconvenience or cost) the effect of that Change in Law or Change in Relevant Consent (as appropriate) (following the Relevant Date) in performing its obligations under this Agreement with a view to reducing the cost and timing implications of compliance with the Change in Law or Change in Relevant Consent (as appropriate) and the effect generally of compliance with the Change in Law or Change in Relevant Consent (as appropriate) following the Effective Date.

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- 3.6 Within 20 Working Days of receipt of a completed Notice of Required Variation in accordance with paragraph 3.2(b), the Service Manager shall:
- (a) if he is satisfied in all respects with the Service Provider's response, complete and issue to the Service Provider a Variation Order in respect of the Required Variation which shall specify:
 - (i) the Required Variation;
 - (ii) the cost of the Required Variation;
 - (iii) the extension of time (if any) granted to, or the timescale for implementation of the Variation by, the Service Provider (as appropriate); and
 - (iv) any other related amendment to the Agreement; or
 - (b) if he is not satisfied with any part of the Service Provider's response, require, giving reasons, the Service Provider to reconsider that part, and, within 20 Working Days of receipt of such a request, the Service Provider shall make a further proposal to the Company in that respect; on receipt of such further proposal, this paragraph 3.4 will apply as if the Service Manager had issued a Notice of Required Variation; or
 - (c) notify the Service Provider in writing that the Company does not require the Service Provider to carry out the Required Variation.
- 3.7 On receipt of a Variation Order pursuant to paragraph 3.4(a) consistent with the completed Notice of Required Variation, the Service Provider shall counter-sign such Variation Order, return a copy thereof to the Company and complete the works specified in the Variation Order within the period specified in the Variation Order.
- 3.8 If the Service Manager gives notice to the Service Provider pursuant to paragraph 3.4(c), the Service Provider shall, provided that it complies with the claims procedure set out in Clause 23 (*Service Provider Claims*), be entitled to make a claim to recover from the Company any costs that it was authorised to incur in accordance with paragraph 3.2(a) (which shall include the amount specified in the initial Notice of Required Variation) and which were properly incurred by it prior to receipt of a notice pursuant to paragraph 3.4(c) in carrying out any work in accordance with paragraph 3.2(a) (including any costs directly relating to the cancellation of any commitments entered into by the Service Provider) and shall be entitled to payment in accordance with Clause 15 (*Payment*).
- 3.9 If the Company does not accept the Service Provider's second proposal according to paragraph 3.4(b) above, it shall be entitled either:

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- (a) to approach third parties in the market place to elicit proposals in relation to the relevant Required Variation and if the Company is able to obtain a satisfactory quotation as to price from a third party in relation to the works required to implement the relevant Required Variation, the Company shall give the Service Provider the opportunity to match such price and:
- (i) provided the Service Provider is willing to match such price, permit the Service Provider to carry out the relevant Required Variation at such matched price; and
- (ii) if the Service Provider is unwilling to match such price, appoint a third party to carry out the work required to implement the relevant Required Variation, either with the Service Provider's supervision, at a reasonable price to be agreed by the Parties for the provision of such supervision (in which case, the Service Provider hereby agrees that the Service Provider's obligations under the Agreement shall apply to the work implementing such Required Variation) or without the Service Provider's supervision (in which case, the Company acknowledges that the obligations of the Service Provider under the Agreement shall not apply to such work); or
- (b) to refer the relevant Required Variation to an independent expert, who shall decide, in his or her absolute discretion, whether or not the Service Provider's proposal as to price is reasonable and shall, within 20 Working Days of being instructed, provide its decision to both Parties.

3.10 In the event the option in paragraph 3.7(b) is selected by the Company, the Service Provider shall, within 10 Working Days, produce a revised proposal complying with the pricing which the expert has determined to be reasonable in the marketplace, and thereafter carry out the Required Variation. The expert's decision as to price shall be final and binding on the Parties.

3.11 The costs of the independent expert appointed pursuant to paragraph 3.7(b) above shall be borne by the Company.

4 SERVICE PROVIDER PROPOSED VARIATIONS

4.1 If the Service Provider requires the Company to consider a proposal that the Service Provider carry out a Service Provider Proposed Variation, the Service Provider shall obtain a number from the Service Manager allocated in accordance with paragraph 1.4 and shall complete in full and deliver to the Service Manager, a Notice of Service Provider Proposed Variation. The Notice of Service Provider Proposed Variation shall specify all

relevant information as to the effects of the proposal including any changes which the proposal would necessitate to the terms and conditions of this Agreement.

4.2 The details to be provided in the Notice of Service Provider Proposed Variation shall include:

- (a) the identity of the Units or Vehicles concerned;
- (b) the Service Provider's proposal for implementing the Service Provider Proposed Variation including:
 - (i) the time (including the Service Provider's response time (from the time the Service Provider Proposed Variation is approved) to commence implementation of the Service Provider Proposed Variation) and place for carrying out any works required in implementing the Service Provider Proposed Variation;
 - (ii) any Parts to be replaced or refurbished;
 - (iii) any effect on the Spares which are held and details of any additional Spares which it will be necessary or desirable to hold following the implementation of the Service Provider Proposed Variation including, without limitation, the Service Provider's proposals concerning the purchase and categorisation of any such additional Spares;
 - (iv) any effects on the performance of the Service Provider's obligations under this Agreement (including the provision of the Services), the Train Plan Parameters, the Diagrams or the Performance Regime including any effects on the availability of the Units or Vehicles;
 - (v) in the case of modifications:
 - (A) the time when each affected Unit or Vehicle would need to be made available to the Service Provider to implement the modification and the time when it would be delivered back to the Company; and
 - (B) details of any modifications required to be made to any Spares, or any required replacements of Spares;
 - (vi) details of any approvals that would be required under any Applicable Law or Railway Group Standards before the Service Provider Proposed Variation could be implemented and the Service Provider's proposals for obtaining any such approvals;

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- (vii) details of any modifications to the Manuals which are necessary or desirable as a consequence of the implementation of the Service Provider Proposed Variation, together with details of the costs associated with the implementation of these changes and the Service Provider's proposals as to the carrying out of those changes;
 - (viii) the cost of implementing the proposal (which, subject to the remaining provisions of this Part D shall be calculated on the basis set out in paragraph 4.3 of Part D as if the implementation of the Service Provider Proposed Variation were an Additional Service) but recognising that where it is not possible to identify a fixed cost the Service Provider will provide its best estimate; and
 - (ix) any effects on the Standard Services, including the Standard Service Payments, as a result of the implementation of the Service Provider Proposed Variation (which, in the case of any changes to the Standard Service Payments, subject to the remaining provisions of this Part D, shall be calculated on the basis set out in paragraph 4.3 of Part D as if the implementation of the Service Provider Proposed Variation were a Standard Service) but recognising that where it is not possible to identify a fixed cost the Service Provider will provide its best estimate of the cost and its proposed basis for calculating the actual cost;
 - (x) the Service Provider's proposals (if any) for any amendment to any of the terms and conditions of this Agreement as a result of the implementation of the Service Provider Proposed Variation; and
 - (xi) identification of any adverse effects as a result of the implementation of the Service Provider Proposed Variation on compliance with Applicable Laws or Railway Group Standards or the future costs of servicing, maintenance or repairing of the Units or their residual value after the expiry of the Maintenance Period.

4.3 The Service Provider shall use all reasonable endeavours to fulfil any Service Provider Proposed Variation for the least additional cost (or maximum reduction in cost) to the Lessor and/or the Company and with the minimum impact on the availability of the Units, the Diagrams and the performance of the Service Provider's obligations under this Agreement (including the provision of the Services).

4.4 Within 20 Working Days of receipt of a Notice of Service Provider Proposed Variation in accordance with paragraph 4.1, the Service Manager shall:

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- (a) if he is satisfied in all respects with the proposal made in the Notice of Proposed Variation, complete, counter-sign and issue to the Service Provider a Variation Order in respect of the Service Provider Proposed Variation which shall specify:
 - (i) the Service Provider Proposed Variation;
 - (ii) the cost of the Service Provider Proposed Variation;
 - (iii) the extension of time, if any, granted to, or the timescale for implementation of the Variation by the Service Provider (as appropriate); and
 - (iv) any other related amendment to the Agreement,

provided, however, that the Company shall not be bound to issue a Variation Order in relation to any Service Provider Proposed Variation; or
 - (b) if he is not satisfied with any part of the proposal, require the Service Provider, giving reasons, to reconsider that part and, within 10 Working Days of receipt of such a request, the Service Provider shall make a further proposal in that respect; on receipt of such further proposal, this paragraph 4.4 will apply as if the Service Manager had received a completed Notice of Service Provider Proposed Variation; or
 - (c) notify the Service Provider in writing that the Company does not accept the Service Provider Proposed Variation.

4.5 On receipt of a Variation Order pursuant to paragraph 4.4(a), the Service Provider shall carry out the works specified in the Variation Order within the period specified in the Variation Order.

4.6 If the Service Provider Proposed Variation is a request that the Service Provider not be required to comply with any provision of this Agreement (including, without limitation, any provision of Schedule 2 (*Services*) or Schedule 3 (*Performance Regime*), the Service Provider shall in addition to completing a Notice of Service Provider Proposed Variation supply the following information in writing to the Service Manager (to the extent that such information is relevant):

- (a) each provision of the Schedule or other part of the Agreement (including the clause or paragraph) which is the subject of the request;
- (b) a full description, including drawing or sketch or specification as appropriate, to allow technical assessment of the proposed non-compliance;

- (c) details of a similar previous requests for concessions and the experience related to them;
- (d) the reason for requested non-compliance and the effect, if the request is agreed, of such non-compliance; and
- (e) any corrective action taken or proposed to prevent recurrence.

4.7 If the Service Manager refuses to issue a Variation Order in respect of any Service Provider Proposed Variation, the Service Provider shall not be entitled to claim any additional payment from the Company or any extension of time in respect of the performance of its obligations under this Agreement unless this Agreement expressly provides otherwise.

5 COMPLETION OF VARIATIONS

5.1 In completing any Notice of Variation, the Service Provider shall detail all the implications of the proposed Variation where relevant including but not limited to:

- (a) the Performance Regime;
- (b) any necessary revisions to maintenance procedures or any manual or any facilities required;
- (c) any refund arising from Variation work; and
- (d) the payment terms and basis of pricing.

5.2 The Service Manager shall have the right to require the Service Provider to provide him with any information or copies of supporting documentation in respect of pricing proposals or any other matter relevant to any Variation.

5.3 Once the Company has issued a Variation Order pursuant to paragraphs 2.4(a), 3.4(a) or 4.4(a) above, the Company shall be under no obligation to consider any other implications related to the subject matter of the Variation Order if the Service Provider has failed to make the Company aware of such implications prior to the issue of such Variation.

6 APPROVAL OF VARIATIONS

6.1 The Service Provider shall be obliged to implement any Company Proposed Variation or Required Variation which has been made in accordance with the procedure set out in this Part D of Schedule 4, unless the Service Provider can demonstrate to the Service Manager's reasonable satisfaction that the resources and facilities available to the Service Provider for the performance of the Service Provider's obligations under this

Agreement (including the provision of the Services) do not permit such variation to be implemented.

6.2 No Party may require a Variation which:

- (a) would require a change to, or invalidate any, Relevant Consent;
- (b) would breach any Applicable Laws or Railway Group Standards; or
- (c) may impair the safety of any Unit or Vehicle.

6.3 Where the Service Manager approves the Service Provider's request for a Service Provider Proposed Variation, or the Service Provider's response to the Service Manager's request for a Company Proposed Variation or Required Variation, then the Service Provider shall make any amendments to the Service Documentation as have been approved in accordance with the approved applicable Variation.

6.4 Except to the extent expressly identified by the Company Proposed Variation or Required Variation or the Service Provider's response to the Company Proposed Variation or Required Variation, and in any case where the applicable Variation is duly approved, the approval of a Company Proposed Variation, Required Variation or a Service Provider Proposed Variation shall not relieve the Service Provider of any of its obligations under this Agreement.

7 DISPUTES

7.1 If a Dispute arises as to any matter concerning the operation or interpretation of this Part D of Schedule 4 or the implementation of a Company Proposed Variation, Required Variation or a Service Provider Proposed Variation approved pursuant to it, any Party may refer the matter to the Dispute Resolution Procedure.

8 COMPANY'S RIGHT TO SUB-LET

8.1 The Company may, during the Agreement Duration, (subject to paragraph 3 of schedule 6 of the Operating Lease) permit the use of any Unit or Units by a third party and such use shall constitute a Required Variation or a Company Proposed Variation (as appropriate).

Part E – Quality Assurance

1.1 Quality assurance for this Agreement shall be carried out by the Service Provider in accordance with the principles set out in ISO 9000/1/2 (or an internationally recognised equivalent standard). The Service Provider shall develop a quality assurance plan specifically for use in connection with this Agreement (the "**Agreement Specific Quality Assurance Plan**") the current version of which, as at the Contract Date, is attached to

this Agreement in the agreed form. The Service Provider shall implement, manage and control the Agreement in accordance with the Agreement Specific Quality Assurance Plan. The Agreement Specific Quality Assurance Plan shall cover all aspects of the Service Provider's obligations under this Agreement and shall include the monitoring, management and control of all Sub-Contractors of the Service Provider.

- 1.2 The Service Provider shall conduct periodic reviews of its quality assurance systems and shall carry out its own periodic audits of the effectiveness of the Agreement Specific Quality Assurance Plan.

The Service Provider shall produce reports as a consequence of such quality systems reviews and quality assurance audits ("**Corrective Action Reports**") and these shall be made available to the Service Manager. The Service Provider shall devise and implement expeditiously programmes of activities which rectify the inadequacies or defects in the quality system or Agreement Specific Quality Assurance Plan, identified in the Corrective Action Reports.

Part F – Documentation, Documentation Standards and Documentation Control

1 GENERAL

- 1.1 Wheresoever standards are invoked within this Schedule, the Service Provider shall use such standards (or equivalent international standards) in the generation of Service Documentation for the Units. If the standard is inappropriate to the Units, the Service Provider shall utilise industry practice in the activity, discipline or work.
- 1.2 The Service Provider shall provide, maintain and update all Service Documentation, as described in this Agreement over the Agreement Duration and form and operate a controlled issue system for both the Company and the Service Provider's staff. The Service Manager shall nominate the Company copy holders.
- 1.3 The Service Provider shall supply three paper copies of all Service Documentation or, where in electronic format, a master and back up shall be provided. The delivery address shall be advised by the Service Manager.
- 1.4 All Service Documentation shall be submitted in the English language using SI standards.

2 DOCUMENTATION REGISTER

- 2.1 The Service Provider shall retain a full design audit trail of documents listed on a documentation register (the "**Service Documentation Register**"). This shall include all revisions of documents and their issue status. The Service Documentation Register shall be made available to the Service Manager on request.

-
- 2.2 The Service Documentation Register shall be the master list of all manuals, drawings and documentation to be submitted by the Service Provider, and which includes document reference number, revision number, title and submittal date and recipients.
- 2.3 The Service Documentation Register is to be updated at 4 weekly intervals when changes occur and submitted to the Service Review Meeting.

3 DOCUMENT STANDARDS

- 3.1 All documentation prepared by the Service Provider shall comply with the following provisions of this paragraph 3.
- 3.2 This documentation shall be complete and of good legible quality, and signed off by an authorised representative of the Service Provider. Quality controlled electronic sign off is acceptable.
- 3.3 The hard copy documentation, if drawings, shall be produced on "A" series sheets as specified in BS 3429 (or recognised international equivalent). Where drawings are larger than A3 size, the Contractor shall ensure, so far as is reasonably practicable, that these drawings can be photo reduced to A3 size without loss of clarity. Drawings shall bear the following information;
- (a) equipment title;
 - (b) equipment number;
 - (c) sub-system code identifier;
 - (d) unique document number;
 - (e) revision number and details of the content of any revision;
 - (f) date of issue of revision; and
 - (g) originator, checker and authorised signature.
- 3.4 All hard copy documentation, other than drawings, shall have a front cover sheet stating the title, date, document reference number and equipment location and system identifier code, where applicable.
- 3.5 When schematics or diagrams are produced, they shall be accompanied by all the necessary supplementary information to describe the performance of the Service Provider's obligations under this Agreement (including the provision of the Services).
- 3.6 When documentation is revised, all revisions shall be clearly marked, the revision status and date shall be marked clearly on the title page and on all comprising pages, and shall be incorporated into the document reference number.

-
- 3.7 Drawings shall be provided both in hard copy and (where available) on electronic media (read only format). All electronic media shall be readable, accompanied by documentation showing the loading method, the files within and the status of the files together with all relevant library identities. All electronic media shall be delivered virus checked in accordance with best industry practice.

SOFTWARE DOCUMENTATION

4 SOFTWARE DOCUMENTATION STANDARDS

- 4.1 All software to be used shall be in accordance with ISO 9000. It shall be categorised in terms of its impact on safety and all changes must be documented and rigorously controlled.
- 4.2 The following information concerning any software developed specifically for the performance of the Service Provider's obligations under this Agreement (including the provision of the Services) shall be placed into escrow:
- (a) a top-level clients' requirement specification detailing the requirements of the complete software system;
 - (b) a functional specification detailing the system specific requirements along with input/output data and any relevant interface data as appropriate;
 - (c) detailed information for each program module which may include flow charts etc;
 - (d) categorisation of software as performed for the Operator's Safety Management System; and
 - (e) software testing information.
- 4.3 The Service Provider shall:
- (a) maintain all reasonable measures to safeguard against loss of data;
 - (b) create back-up copies of all relevant data each Working Day;
 - (c) store such back-up copies securely; and
 - (d) maintain adequate arrangements for dealing with data recovery in the event of a loss of data.

Schedule 5 – Form of Return Condition Certificate

From: Siemens Mobility Limited
[address]
To: South Western Railway Limited
[address]

RETURN CONDITION CERTIFICATE

We refer to the Service Agreement dated [] 2025 between Siemens Mobility Limited and South Western Railway Limited (the **Service Agreement**). Terms defined in the Service Agreement shall have the same meaning when used herein.

With effect from the time(s) and date(s) indicated we [have returned/will return]* to you or to your order the following Unit(s)/Vehicle(s)/Spare(s):

Unit(s) Number(s)/	Time(s) and date(s) of return
Vehicle(s) Number(s)/	
Spare(s)	

We certify that as the time(s) and date(s) of return the Unit(s)/Vehicle(s)/Spare(s) [were/will be]* in all respects in the Return Condition save for any matters which are the subject of any agreed Repair Programme, as specified in the Appendix hereto.

Please signify your agreement that the Unit(s)/Vehicle(s)/Spare(s) [is/are] in the Return Condition required by the Service Agreement by counter-signing the attached duplicate of this Return Condition Certificate and returning the same to us.

For and on behalf of
Siemens Mobility Limited

Date: _____

Counter-signature by **South Western Railway Limited**

[ON DUPLICATE]

We confirm that you have returned to us in accordance with the Service Agreement the following Unit(s)/Vehicle(s)/Spare(s):

Unit(s) Number(s)/	Time(s) and date(s) of return
Vehicle(s) Number(s)/	
Spare(s)	

[Specify numbers] []

[We confirm that the Unit(s)/Vehicle(s)/Spare(s) are in the condition required by Clause 8.2 (*Inspection and Repair Programme*) of the Service Agreement.]

OR

[We set out below the respects in which the condition of the Units(s)/Vehicle(s)/Spare(s) do not comply with the requirements of Clause 8.2 (*Inspection and Repair Programme*) of the Service Agreement:

Unit(s) Number(s)/	Details of Non-Compliance:
Vehicle(s) Number(s)/	
Spare(s):	
[]	[]

For and on behalf of

South Western Railway Limited

Date: _____ 20[]

**[Appendix
Repair Programme]**

Schedule 6 – Train Plan Parameters

1 DIAGRAMS

1.1 The maximum number of Diagrams that can be specified:

- (a) from Class 450 Units is 121 Diagrams; and
- (b) from Class 444 Units is 42 Diagrams.

Where any percentage applied above produces a number which is not a whole number any fraction which is 0.5 and above shall be rounded into the nearest whole number and otherwise shall be rounded down.

1.2 During the Maintenance Period (save where the Company is unable to do so as a result of a breach by the Service Provider of its obligations under this Agreement or the principal cause of the Company's failure is a Fault which due to the breach of the Service Provider has not been remedied), the Company shall ensure that the number of Units comprised of Class 444 Units and Class 450 Units delivered before 02.00 hours to each Location is no less than the number of Units required to be made available that day at that Location, failing which the Service Provider shall not be liable for any penalties for which the Service Provider would otherwise be liable under the Performance Regime as a result thereof.

1.3 Each Unit shall be kept overnight in the Location where such Unit terminated its Diagram.

1.4 The number of Units at each Location may vary subject to reasonable consultation with the Service Provider provided that once every 16,000 miles (subject to a permissible standard deviation of ± 750 miles) each Unit must be returned to the Siemens Service Facility.

1.5 A Unit shall be available to the Service Provider:

- (a) at the Siemens Service Facility, for at least six hours overnight; or
- (b) at any other Location, for a total of 3 hours overnight in respect of all Units at such Location.

1.6 The number of Units required by the Service Provider at each Siemens Service Facility for the purpose of the Maintenance Programme shall not be greater than half the maximum number of Units that the Company is permitted by the Service Provider to berth at that Siemens Service Facility at any one time.

Schedule 7 – Handover Certificate

Part A

This is to certify that Unit No. _____

Reporting Number _____

[was/was not]* in [Siemens Service Facility Condition/Other Service Facility Condition] on:

Date _____ @ Time _____

[due to the following deficiencies:]*

[*Describe any relevant deficiencies]

Signed _____

Service Provider's Maintenance Supervisor/Controller

Signed _____

Company's Maintenance Supervisor/Controller

[* Delete as appropriate]

Part B – Aesthetic Condition Standard

1 INTRODUCTION, PURPOSE AND SCOPE

This Part B of Schedule 7 has been prepared in order to assist the Service Provider and the Company in judging the acceptable condition of Vehicles prior to entry into service. It covers the condition both of Vehicle exteriors and furnishings and facilities within the Vehicles. Wherever possible the scope of a defect will be illustrated by photographs of similar damage or wear and these defects have been categorised as:

- | | |
|------------|--|
| Category A | meets the aesthetic condition standard required by the Company and acceptable to enter service; |
| Category B | fails to meet the aesthetic condition standard required by the Company and acceptable to enter service but to be repaired/replaced at next scheduled preventative maintenance; |
| Category C | fails entirely to meet the aesthetic condition standard required by the Company and to be referred to the Company Controller in accordance with Clause 9.12(b)(iv), |

such photographs being set out in the Units' service manual, section 5 (Train Presentation), issue 3.

The photographs are necessarily of the Company's existing trains and as such can only be indicative of the types of damage or defect which may be present on the Units once they have entered service. They are, however, to be used as a guide as to the scope and extent of each type of defect and their categorisation.

The overall aesthetic condition of the Vehicles has to be viewed in the light of:

- (a) the average condition of the population of each feature on a Unit;
- (b) the average condition of all of the features seen together on a Unit;

This Part B of Schedule 7 also therefore seeks to provide a guide for judging the acceptable overall aesthetic condition.

2 AESTHETIC CONDITION STANDARDS FOR EACH FEATURE/FACILITY

See table attached together with the supporting photographs referred to in paragraph 1 above.

TRAIN SERVICE PROVISION**Aesthetic condition standards for each feature/facility**

Feature/Facility	Category A	Category B	Category C
2.1 Vehicle Exterior			
(a) Paint gloss levels			Where the gloss level is below a gloss level equivalent to a vinyl satin emulsion of the nearest equivalent colour to the livery of a Unit all surfaces moisture free.
(b) Paint chips, scratches, surface dents	See photographs attached	See photographs attached	See photographs attached
(c) Surface corrosion	Not more than 10 blemishes/paint blisters per Vehicle each sized less than 500mm ³ and where sub-surface or undercoat is not visible.	More than 10 blemishes per Vehicle as defined in Category A.	Blemishes or paint blisters larger than 500mm ³ where sub-surface or undercoat is visible. Blemishes or blisters that cause corrosion stains to livery visible from 5 metres when viewed from a platform.

Feature/Facility	Category A	Category B	Category C
(d) Stains	Any stain which is not discernible when viewed: (a) at 90° to the surface which is stained; (b) from a platform at 1.5 metres above platform level; or (c) from a distance of 5 metres.	Any stain falling outside the definition of Category A except those defined in Category C.	Any stain which is caused by: (a) the train striking birds, animals or humans; (b) waste from emptying toilet retention tanks; (c) lubricant, exhaust deposits on or around passenger entry/exit doors which covers more than 5% of the Vehicle livery; or (d) any stain which is discernible when viewed: (i) at 90° to the surface which is stained; (ii) from a platform at 1.5 metres above platform level; or (iii) from a distance of 20 metres.
(e) Branding	Any defect in the logo or branding livery which is not discernible when viewed: (a) at 90° to the surface which is stained; (b) from a platform at 1.5 metres above platform level; or (c) from a distance of 5 metres.	Any defect falling outside the definition of Category A except those defined in Category C.	Graffiti modifying the logo or branding livery. Logo or branding livery defaced or damaged to the extent that it is unrecognisable.

Feature/Facility	Category A	Category B	Category C
(f) Repair quality patching	Any repair or patch on the livery which is not discernible when viewed: (a) at 90° to the surface which is stained; (b) from a platform at 1.5 metres above platform level; or (c) from a distance of 5 metres.	Any repair or patch falling outside the definition of Category A except those defined in Category C.	Any repair or patch on the livery is which is discernible when viewed: (a) at 90° to the surface which is stained; (b) from a platform at 1.5 metres above platform level; or (c) from a distance of 30 metres.
2.2 Vehicle interiors			
2.2.1 Panels			
(a) Scratches	See photographs attached	See photographs attached	Any damage or defect that creates a tripping or cutting hazard or the potential to damage Passengers or their clothing. See photographs attached
(b) Cracks	See photographs attached	See photographs attached	Any damage or defect that creates a tripping or cutting hazard or the potential to damage Passengers or their clothing. See photographs attached
(c) Dents	See photographs attached	See photographs attached	Any damage or defect that creates a tripping or cutting hazard or the potential to damage Passengers or their clothing. See photographs attached

Feature/Facility	Category A	Category B	Category C
(d) Fading/graffiti ghosting	None acceptable	As Category A	As Category A
(e) Discoloration/color matching	See photographs attached	See photographs attached	See photographs attached
(f) Odours			Any obnoxious odours or fumes which are unpleasant or uncomfortable for train crew or Passengers
2.2.2 Windows and glass panels			
(a) General			Bodyside windows or interior glazing which is: - cracked, spalled or delaminated. - more than 25% of the glazed surface with trapped condensation.
(b) Discoloration	See photographs attached	See photographs attached	Tint level of bodyside windows consistent with other bodyside windows in the Vehicle when viewed: (a) at 90° to the surface which is stained; (b) from a platform at 1.5 metres above platform level; or (c) from a distance of 5 metres.
(c) Etching			
2.2.3 Floor coverings			
(a) General			Any tripping hazard for Passengers or staff.

Feature/Facility	Category A	Category B	Category C
(b) Step plates			- Any oil or lubricant contamination. - Erosion of non-slip surfaces that presents a slipping hazard.
(c) Matting and carpets - pile wear - accumulated dirt/discoloration - chewing gum spotting	See photographs attached	See photographs attached	See photographs attached
2.2.4 Tables			
(a) Damage/cracks - delamination	See photographs attached	See photographs attached	- Any crack or delamination that presents a hazard related to spilling of hot drinks. - Any crack or delamination or defect that presents a cutting hazard, or could potentially damage Passengers or their clothing.
2.2.5 Seats			

Feature/Facility	Category A	Category B	Category C
(a) General			- Detached headrests, squabs, cushions or arm rests. - Escutcheons or panels removed such that mechanisms are exposed.
(b) Torn covers	See photographs attached	See photographs attached	See photographs attached
(c) Upholstery degradation	See photographs attached	See photographs attached	See photographs attached
2.2.6 Lighting/diffuser			
(a) Discoloration	See photographs attached	See photographs attached	See photographs attached
(b) Cleanliness	See photographs attached	See photographs attached	See photographs attached
(c) Cracks damage	See photographs attached	See photographs attached	Any damage which permits direct viewing of light source or attendant wiring.
2.2.7 Toilet facilities			
(a) Panel integrity	See photographs attached	See photographs attached	Any damage or effect which could present a cutting, tripping hazard or could damage Passengers or their clothing.
(b) Mirrors	See photographs attached	See photographs attached	Cracked, spalled or mirrors de-silvered.

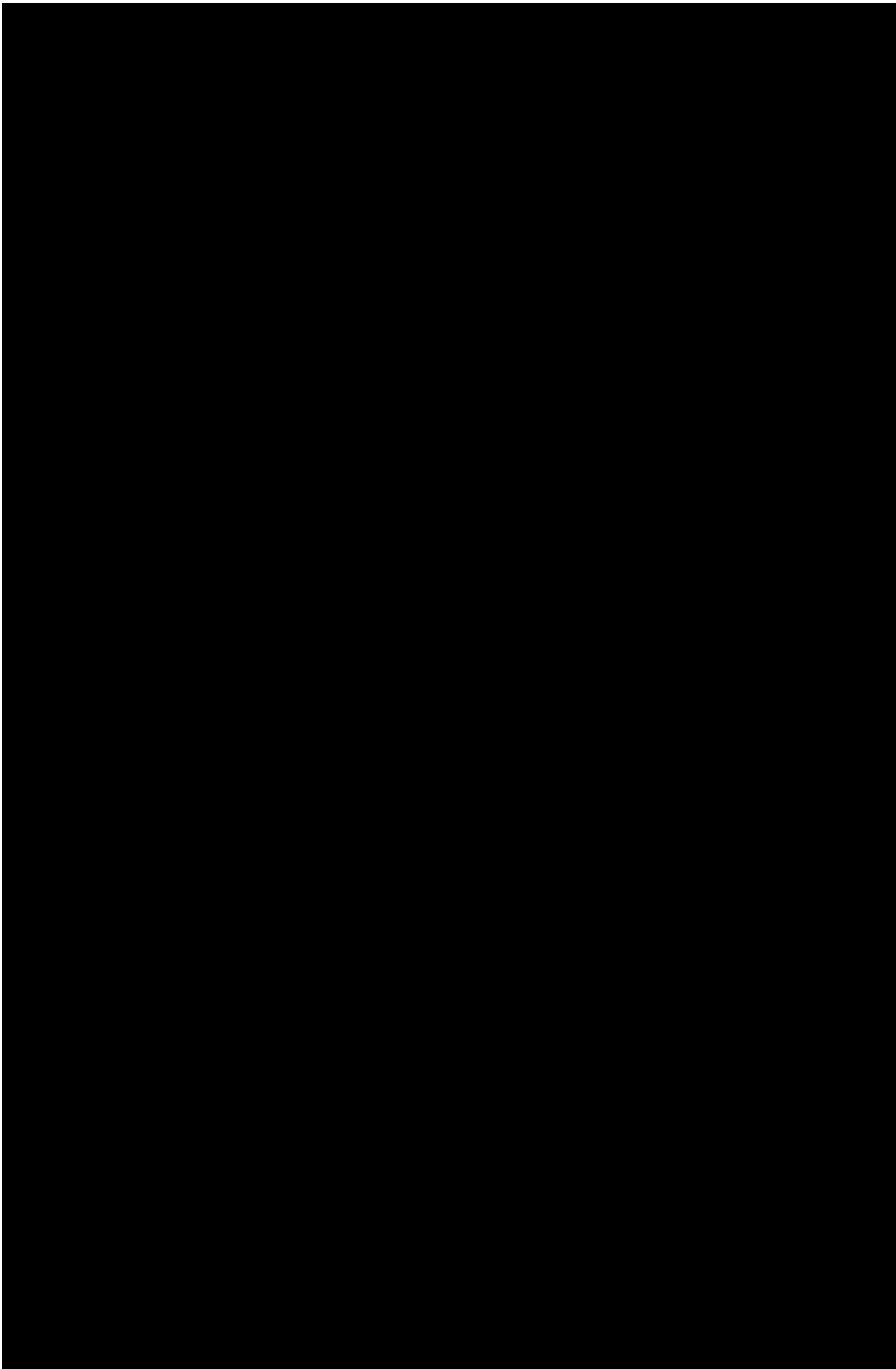
Feature/Facility	Category A	Category B	Category C
(c) Floor condition	See photographs attached	See photographs attached	Any damage or defect which would present a tripping or slipping hazard.
(d) Floor stains	See photographs attached	See photographs attached	See photographs attached
2.2.8 Labelling			
(damage occasioned in Passenger service to be the subject of the Variation Procedure).	See photographs attached	See photographs attached	Removal or defacement such that they are illegible of warning notices.
2.2.9 Curtains/blinds			
(a) Cleanliness/fading	See photographs attached	See photographs attached	See photographs attached
(b) Hanging system	Up to 2 curtains/blinds inoperative per Vehicle.	More than 2 curtains/blinds but less than 75% inoperative per Vehicle.	75% or more of curtains/blinds in any Vehicle inoperative.
2.2.10 CCTV			CCTV completely inoperative in any Vehicle.

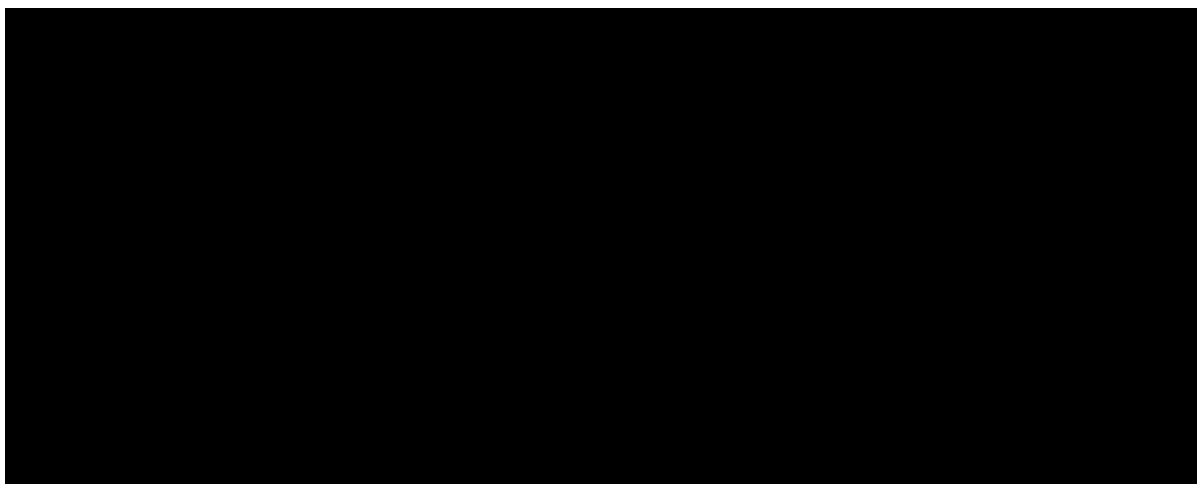
3 OVERALL AESTHETIC CONDITION STANDARD

Any Unit shall be deemed to be within the definition of Category C if any such Unit has more than three of the features or facilities listed in paragraphs 2.1 and 2.2 above falling within the definitions set out in Category B.

4 CONCESSION PROCESS

In accordance with Clause 9.12(b)(iv) (Units not in Siemens Service Facility Condition or Other Service Facility Condition) the Service Provider may apply to the Company Controller for a concession to allow that Unit to enter service. The Company Controller shall be under no obligation to grant such a concession.





Schedule 8 – Notice of Dispute

From*: [Service Provider/Company]

To*: [Company/Service Provider]

* Delete as appropriate

In accordance with Clause 38[] of the Service Agreement made between Siemens Mobility Limited and South Western Railway Limited dated [____], [Representative] gives notice to [the Service Provider/the Company*] [*Delete as appropriate] that a Dispute has arisen and is continuing between the Parties.

The Dispute is in relation to [insert details of relevant provision of the Service Agreement].

The details of the Dispute are as follows:

[]

Accordingly, [the Service Provider/the Company*] [*Delete as appropriate] wishes to commence [set out relevant procedure under Clause 38 which Parties wish to take] in accordance with Clause 38.[] of the Service Agreement.

Signed by [Representative]

For and on behalf of

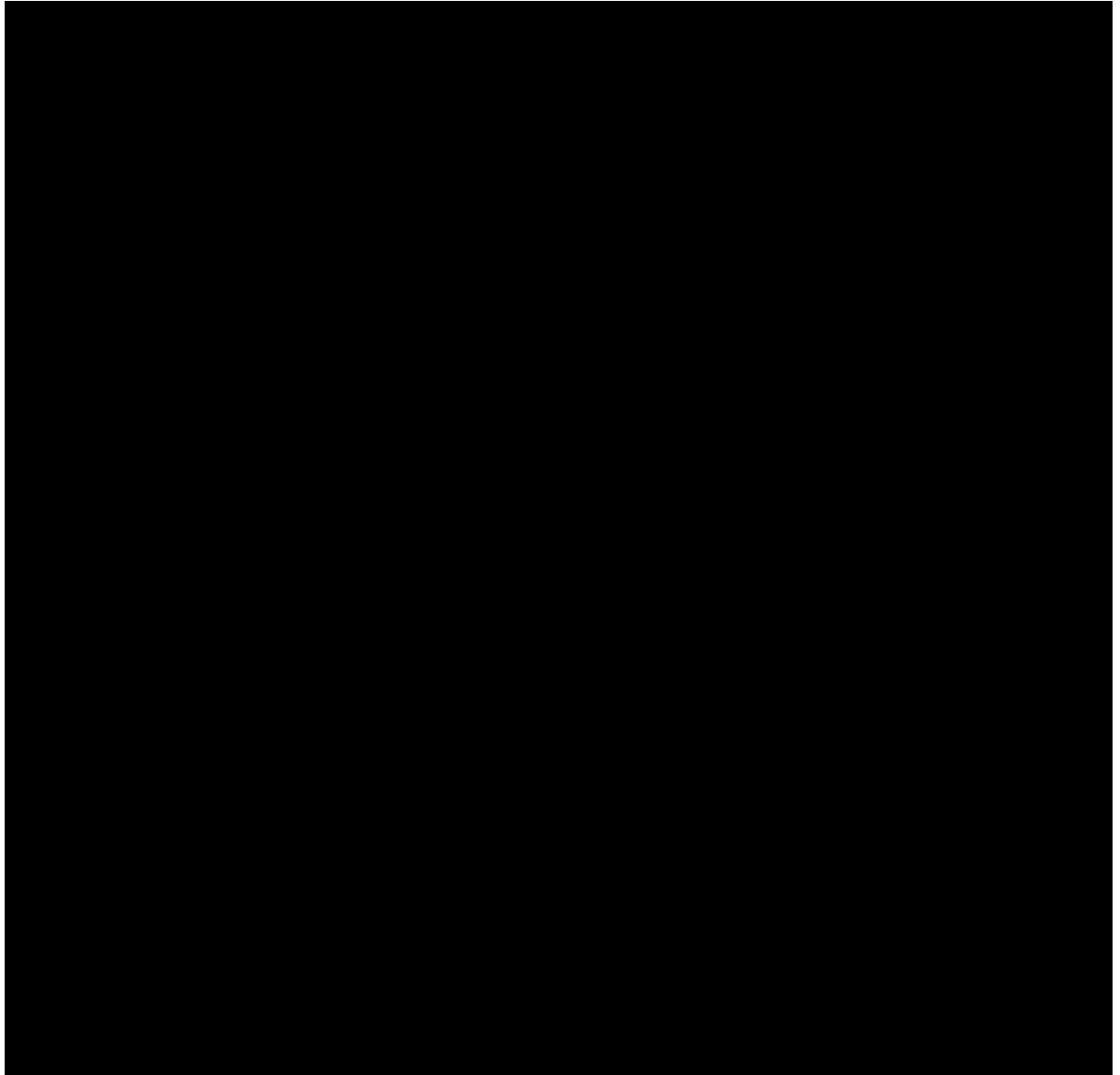
Siemens Mobility Limited/South Western Railway Limited* [* Delete as appropriate]

Date_____

Schedule 9 - Indexation

Indexation adjustment of Standard Service Payments

- 1 The prices agreed in respect of Standard Service Payments and any values which are stated to be subject to Indexation shall be subject to adjustment once in each calendar year in accordance with the following formula:



The above indexation formula shall be subject to review at the expiry of 3 years after the Completion Date and at 5 yearly intervals thereafter whereupon, if the Parties agree in writing, the indexation formula may be changed to an alternative indexation formula that more closely reflects actual changes in maintenance costs.

Changes to the indices

-
- 2 If the indices referred to in paragraph 1 above cease to be published, then such other appropriate index as may be published in place thereof shall apply or, in the absence of an appropriate replacement index, such index shall apply as the Parties may agree.

Base date of indices

- 3 If any index specified above is superseded by an index with a base date which is later than the base date of the index detailed above, the superseding index shall be used or an index with a later base date, as the case may require.

Provisional indices

- 4 Where an index is published as "provisional" and is subsequently amended, then:
- (a) the calculation of any applicable adjustment may be undertaken using the published provisional index and invoices may be rendered accordingly;
 - (b) any published amendment to the provisional index shall result in recalculation of any applicable adjustment; and
 - (c) such recalculation shall be retrospective for the relevant period, and the Party disadvantaged by the amendment to the provisional index shall be entitled to recover the difference in the value of any invoice calculated on the basis of an amended provisional index.

Decimal places, rounding

- 5 All calculations pursuant to this Schedule 9 shall be to two decimal places rounding up at 0.xx5 or above (for example, 10.375 = 10.38 and 10.374 = 10.37).

Schedule 10 - Insurance

- 1 The Service Provider shall at its own cost purchase and maintain in its name until the termination or expiry of this Agreement:
 - (a) third party liability insurance ("**TPL Insurance**"); and
 - (b) employers' liability insurance complying with Applicable Laws with a minimum per occurrence sum insured of [REDACTED]on the terms specified in Appendix 1 to this Schedule 10 and such other insurance as the Service Provider may be required to maintain from time to time in order to comply with Applicable Laws.
- 2 The TPL Insurance and employers' liability insurance shall incept no later than the first date on which any Unit enters the United Kingdom.
- 3 The Insurances shall be maintained with insurers of sound security and reputation approved from time to time by the Company (acting reasonably) and all premiums payable in respect of Insurances shall be paid on a timely basis.
- 4 The Insurances shall
 - (a) be on terms and conditions which are no less beneficial to the Service Provider than those which are from time to time available generally in the insurance market to UK train service providers,
 - (b) contain no exclusions or exceptions other than those referred to in Appendix 1 to this Schedule 10 and those which are necessary standard exclusions within the insurance industry for the type and size of risk covered by that Insurance, and
 - (c) comply with all Applicable Laws and (in the case of the TPL Insurance) with all requirements from time to time of the Regulator and the Secretary of State as to its terms and conditions and the obligations to be accepted by the Service Provider and its insurers.
- 5 The Service Provider will forthwith notify the insurers of every Insurance of any increase or material change in any risk insured.
- 6 The Company (acting reasonably) may from time to time specify any other Insurance which it requires the Service Provider to maintain in circumstances where there has been a change in the nature of the obligations assumed by the Service Provider under this Agreement or in rolling stock insurance practice or the practice or requirements of the Regulator, the Secretary of State or the Lessor.

-
- 7 The Service Provider shall prior to the inception and each renewal date of any Insurance provide to the Company copies of cover notes or other equivalent evidence of the placement and renewal of the Insurances and identify the insurers at risk, together with written confirmation from the insurance brokers through whom the Insurances are to be placed or renewed, addressed to the Company, that the Insurances as placed or renewed, will comply with the requirements of this Agreement.
 - 8 The Service Provider shall not do, permit or consent to anything which would:
 - (a) invalidate any Insurance or entitle any insurer of any Insurance to repudiate, avoid, reduce or cancel any Insurance, or any cover or claim under it, in whole or in part, or
 - (b) cause the Company to be in breach of any obligation in relation to insurance which it may owe to Regulator, the Secretary of State or to the Lessor under the Operating Lease or to the Company under the Facilities Agreement.
 - 9 The Service Provider shall provide such information and documentation as the Company may reasonably require regarding the Insurances and any claim under them. The Service Provider shall give the Company 30 days notice of any intention to repudiate, avoid, reduce or cancel the Insurances or any cover or claim under them in whole or part.
 - 10 The Service Provider shall immediately notify the Company in writing if it becomes aware that it is, or is liable to be, in default in respect of any of its obligations under this Schedule 10 or under the relevant provisions of the Facilities Agreement and (without prejudice to any right or remedy of the Company under this Agreement or the Facilities Agreement) will take all prudent steps to avoid or rectify any default and to minimise any uninsured hazard.
 - 11 If the Service Provider fails to purchase or maintain any Insurance (or any required cover thereunder), or to pay any premium due in respect of any such Insurance, the Company shall have the right, but not the duty, to purchase that Insurance or cover, or to pay that premium on behalf of the Service Provider, and to recover the cost of so doing as a debt due from the Service Provider.

Appendix 1 – TPL Insurance

Scope of Cover:

Occurrence based cover in respect of all amounts which the Service Provider becomes liable to pay in damages and costs in respect of legal liability to third parties (including for this purpose the Company and its directors, officers and employees) by reason of:

- (a) death, bodily injury or mental illness or anguish, and
- (b) damage to property, and
- (c) obstruction to property, loss of amenity, nuisance, trespass or the like

arising out of or in connection with the existence, condition, design, manufacturing, construction, fitting out, ownership, testing, delivery, possession, use, operation, running, moving, management, control, inspection, maintenance, servicing, repair, refurbishment, modification, alteration or storage of Units, Vehicles, Spares, and materials, and the performance and non-performance by the Service Provider of any function or service under or incidental to this Agreement and the Facilities Agreement, and related activities, in any part of the world, and against any other liability risk that the Service Provider is required to insure against by the Regulator, the Secretary of State or under Applicable Laws.

Minimum Sum Insured:

In respect of each occurrence such amount as the Regulator requires from time to time, but in any event not less than [REDACTED] per occurrence.

Maximum Deductible:

Deductible or excess not to exceed [REDACTED] each occurrence.

Required Extensions:

Loss of or damage to property of the Company which is in the care, custody or control of the Service Provider in circumstances in which the Service Provider is liable to indemnify the Company under this Agreement.

Permitted Exclusions:

Only such exclusions as are normal and customary for UK train service providers in connection with the provision of services of a kind provided under this Agreement and as are acceptable to the Regulator and the Secretary of State.

Schedule 11 – Depots and Outbases

Part A

COMPANY DEPOT ACCESS AGREEMENTS

Third Party Beneficiary	Relevant Depot
Govia Thameslink Railway Limited	Wimbledon
West Coast Railway Company Limited	Fratton
	Clapham
First Greater Western Limited	Fratton
Rail Express Systems Limited	Bournemouth
	Clapham Junction
	Fratton
	Salisbury
	Wimbledon
DB Cargo (UK) Limited	Bournemouth
	Clapham Junction
	Fratton
	Salisbury
	Wimbledon

Part A – Company Depot Lease

London Clapham Junction

Wimbledon

Fratton

Bournemouth West

Salisbury

Farnham

Basingstoke Barton Mill

Part B – Third Party Depots

Third Party DFO

Third Party Depot

N/A

Schedule 12 – Station

Part A

Addlestone

Station Road, Addlestone, Surrey KT15 2PB

Tel: 00 69380

Aldershot

Station Approach, Aldershot, Hants GU14 7JU

Tel: 067649

Alton

Station Road, Alton, Hampshire GU34 2PZ

Tel: 00 67634

Andover

Station Approach, Andover, Hants SP10 3HW

Tel: 075 0096

Ascot

Station Hill, Ascot, Berkshire SL5 9EG

Tel: 00 67446

Ash

Guildford Road, Ash, Aldershot, Hampshire GU12 6BE

Tel: 00 67573

Ash Vale

Station Approach, Ash Vale, Aldershot, Hampshire GU12 5LP

Tel: 00 67613

Ashford

Station Approach, Ashford, Middlesex TW15 2QN

Tel: 00 0069757

Ashurst New Forest

Lyndhurst Road, Ashurst, Southampton, Hampshire SO40 7AA

Tel: unstaffed

Axminster

Station Yard, Axminster, Devon EX13 5PF

Tel: 076 6475

Bagshot

Station Road, Bagshot, Surrey GU19 5AS

Tel: 00 67441

Barnes

Station Road, London SW13 0HT

Tel: 00 25399

Barnes Bridge

The Terrace, London SW13 0NP

Tel: unstaffed

Basingstoke

Station Hill, Basingstoke, Hampshire RG21 5NB

Tel: 075 0010

Beaulieu Road

Beaulieu Road, Lyndhurst, Hampshire SO43 7FZ

Tel: unstaffed

Bedhampton

West Street, Bedhampton, Havant, Hampshire PO9 1LL

Tel: 089 8925

Bentley

Station Road, Bentley, Farnham, Surrey GU10

Tel: 00 67644

Berrylands

Chiltern Drive, Surbiton, Surrey KT5 8LS

Tel: 00 62267

Bitterne

Macnaghten Road, Bitterne, Hants SO18 1GG

Tel: unstaffed

Bookham

Church Road, Bookham, Leatherhead, Surrey KT23 3JG

Tel: 00 67581

Botley

Station Hill, Botley, Hants SO30 2DN

Tel: unstaffed

Bournemouth

Holdenhurst Road, Bournemouth BH8 8HX

Tel: 089 8433

Bracknell

Station Road, Bracknell, Berkshire RG12 1HX

Tel: 0067431

Branksome

Poole Road, Branksome, Poole, Dorset BH12 1DF

Tel: 089 8406

Brentford

Boston Manor Road, Brentford, Middlesex TW8 8DT

Tel: unstaffed

Brockenhurst

Station Approach, Brockenhurst SO42 7TW

Tel: 089 8706

Brookwood

Connaught Road, Brookwood, Woking, Surrey GU24 0ER

Tel: 00 69345

Bursledon

Station Road, Bursledon, Hants SO31 8AA

Tel: unstaffed

Byfleet & New Haw

Byfleet Road, New Haw, Addlestone, Surrey KT15 3LQ

Tel: 00 69235

Camberley

Station Approach, Camberley, Surrey GU15 3RR

Tel: 00 67435

Chandler's Ford

[insert address and contact details]

Chertsey

Guildford Street, Chertsey, Surrey KT16 9BG

Tel: 00 69941

Chessington North

Bridge Road, Chessington, Surrey KT9 2RT

Tel: 00 62408

Chessington South

Garrison Lane, Chessington, Surrey KT9 2JR

Tel: 00 62796

Chiswick

Burlington Lane, London W4 3HB

Tel: unstaffed

Christchurch

Stour Road, Christchurch, Dorset BH23 1PL

089 8417

Clandon

The Street, West Clandon, Guildford, Surrey GU4 7TE

Tel: 00 67501

Clapham Junction

Clapham Junction Approach, London SW11 2QP

00 25201

Claygate

Station Approach, The Parade, Claygate, Esher, Surrey KT10 0PB

Tel: 00 62501

Cobham & Stoke D'Abernon

Station Road, Stoke D' Abernon, Cobham, Surrey KT11 3BW/U

Tel: 00 62296

Cosham

High Street, Cosham, Portsmouth, Hampshire PO6 3BD

Tel: 089 8929

Crewkerne

Station Road, Crewkerne, Somerset TA18 8AU

076 6471

Datchet

Station Yard, Datchet, Slough, Berkshire SL3 9ED

00 69936

Dorchester South

Station Approach, Dorchester DT1 1QX

Tel: 089 3585

Earley

Station Road, Earley, Reading, Berkshire RG6 7DY

Tel: 078 2538

Earlsfield

Garratt Lane, London SW18 4SR

Tel: 00 62647

Eastleigh

Southampton Road, Eastleigh, Hants SO50 9FL

Tel: 089 8813

Effingham Junction

Howard Road, Effingham Junction,

Tel: 00 67548

Egham

Station Road, Egham, Surrey TW20 9LB

Tel: 00 69902

Esher

Station Road, Esher, Surrey KT10 8DY

Tel: 00 62476

Ewell West

Chessington Road, Ewell, Epsom, Surrey KT17 1TU

Tel: 00 62415

Fareham

Station Approach, Fareham, Hampshire PO16 0U

Tel: 089 8119

Farnborough (Main)

Station Approach, Farnborough, Hampshire GU14 7NL

Tel: 00 69224

Farncombe

Station Road, Farncombe, Godalming, Surrey GU7 3NF

Tel: 00 67536

Farnham

Station Hill, Farnham, Surrey GU9 8AD

Tel: 00 67653

Feltham

Station Approach, High Street, Feltham, Middlesex TW13 4BY

Tel: 00 69746

Feniton

Sidmouth Junction, Feniton, Honiton, Devon EX14 0BT

Tel: 076 6472

Fleet

Station Approach, Fleet, Hampshire GU13 8QY

Tel: 075 0076

Fratton

Selbourne Terrace, Fratton, Portsmouth, Hampshire PO1 5AW

Tel: 089 8900

Frimley

Station Approach, Frimley, Camberley, Surrey GU16 5QH

Tel: 00 67742

Fulwell

Wellington Gardens, Twickenham, Middlesex TW2 5NY

Tel: 00 67052

Gillingham

Station Yard, Gillingham, Dorset SP8 4PZ

Tel: 089 5186

Godalming

Station Approach, Godalming, Surrey GU7 1EU

Tel: 00 67541

Grateley

Station Approach, Grateley, Hampshire SP11 7EB

Tel: unstaffed

Guildford

Station Approach, Guildford, Surrey GU1 4UT

Tel: 00 67567

Hamble

Hamble Lane, Hamble, Southampton, Hampshire SO3 5HT

Tel: unstaffed

Hampton

Ashley Road, Hampton, Middlesex TW12 2HU

Tel: 086 8662

Hampton Court

Hampton Court Way, East Molesey, Surrey KT8 9AE

Tel: 00 62464

Hampton Wick

High Street, Hampton Wick, Kingston Upon Thames, Surrey KT1 4DQ

Tel: 00 67018

Hamworthy

Junction Road, Poole, Dorset BH16 5AA

Tel: 089 3352

Haslemere

Lower Street, Haslemere, Surrey GU27 2PE

Tel: 00 67662

Havant

North Street, Havant, Hampshire PO9 1PP

Tel: 089 8940

Hedge End

Stroudley Way, Hedge End, Hants SO30 2RZ

Tel: 089 8895

Hersham

Molesey Road, Hersham, Walton-On-Thames, Surrey KT12 4SQ

Tel: 00 62493

Hilsea

Airport Service Road, Hilsea, Portsmouth, Hampshire PO3 5PT

Tel: 089 8927

Hinchley Wood

Station Approach, Hinchley Wood, Esher, Surrey KT10 0SR

Tel: 00 62837

Hinton Admiral

Hinton Wood Lane, Christchurch BH23 7DW

Tel: 089 8418

Holton Heath

Station Road, Holton Heath, Poole, Dorset BH16 6JX

Tel: unstaffed

Honiton

Church Hill, Honiton, Devon EX14 8DA

Tel: 076 6285

Hook

Station Road, Hook, Basingstoke, Hampshire RG27 9HS

Tel: 075 0008

Horsley

Station Approach, East Horsley, Leatherhead, Surrey KT24 6QX

Tel: 00 67514

Hounslow

Whitton Road, Hounslow, Middlesex TW3 2DQ

Tel: 00 69760

Isleworth

London Road, Isleworth, Middlesex TW7 4BX

Tel: unstaffed

Kempton Park

Staines Road East, Sunbury-On-Thames, Middlesex TW16 5AE

Tel: 086 8453

Kew Bridge

Kew Bridge Road, Brentford, Middlesex TW8 0EW

Tel: unstaffed

Kingston

Wood Street, Kingston Upon Thames, Surrey KT1 1UJ

Tel: 00 67008

Liphook

Station Road, Liphook, Hampshire GU30 7DR

Tel: 00 67212

Liss

Station Road, Liss, Hampshire GU33 7AA

Tel: 00 67206

London Road (Guildford)

Station Approach, Guildford, Surrey GU1 4DQ

Tel: 00 67522

Longcross

Burma Road, Longcross, Chertsey, Surrey KT16 0EE

Tel: unstaffed

Lymington Pier

Pierside, Lymington, Hampshire SO41 5ZE

Unstaffed

Lymington Town

Mill Lane, Lymington, Hampshire SO41

Tel: 089 8710

Malden Manor

Manor Drive North, New Malden, Surrey KT3 5PN

Tel: 00 62503

Martins Heron

Whitton Road, Bracknell, Berkshire RG12 9TZ

Tel: 00 67400

Micheldever

Micheldever Station, Winchester SO21 3AP

Tel: 089 7508

Milford

Station Lane, Milford, Godalming, Surrey GU8 5AD

Tel: 00 67546

Millbrook

Millbrook Road West, Southampton, Hampshire.SO15 0JU

Tel: unstaffed

Moreton

Crossways, Dorchester, Dorset DT2 8BB

Tel: unstaffed

Mortlake

Station Approach, London SW14 8LN

Tel: 00 67023

Motspur Park

Station Road, New Malden, Surrey KT3 6JJ

Tel: 00 62806

Netley

Station Road, Netley Abbey SO31 5AN GR: SU 464 086

Tel: 089 8113

New Malden

Coombe Road, New Malden, Surrey KT3 4PX

Tel: unstaffed

New Milton

Station Road, New Milton, BH25 6JS

Tel: 089 8712

Norbiton

Coombe Road, Kingston Upon Thames, Surrey KT2 7AZ

Tel: 00 67094

North Sheen

Manor Road South, Richmond, Surrey TW9 4QA

Tel: 00 67061

Overton

Station Road, Overton, Hampshire RG25 3JH

Tel: 075 0038

Oxshott

Station Approach, Oxshott, Leatherhead, Surrey KT22 0TA

Tel: 00 62308

Parkstone

Station Road, Parkstone, Dorset BH14 8UD

Tel: 089 8432

Petersfield

Station Road, Petersfield, Hampshire GU32 3EE

Tel: 00 67204

Pinhoe

Station Road, Pinhoe, Exeter, Devon EX1 3SD

Tel: unstaffed

Pokesdown

Christchurch Road, Bournemouth BH7 6DL

Tel: 089 8413

Poole

Vanguard Road, Poole, Dorset BH15 1PH

Tel: 089 8425

Portchester

Station Road, Portchester, Fareham, Hampshire PO16 8BJ

Tel: 089 8121

Portsmouth Harbour

The Hard, Portsmouth, Hampshire PO1 3EU

Tel: 089 8938

Portsmouth & Southsea

Commercial Road, Portsmouth, Hampshire PO1 1EQ

Tel: 089 8909

Putney

Putney High Street, London SW15 1RT

Tel: 00 29937

Queenstown Road

Queenstown Road, London SW8 4LP

Tel: unstaffed

Raynes Park

Station Approach, London SW20 0JY

Tel: 00 62615

Redbridge

Old Redbridge Road, Redbridge, Southampton, Hampshire SO15 ONE

Tel: unstaffed

Richmond

Kew Road, Richmond, Surrey TW9 2NA

Tel: 00 67064

Rowlands Castle

Bowes Hill, Rowland's Castle, Hampshire PO9 6BP

Tel: 089 8922

Salisbury

South Western Road, Salisbury SP2 7RS

Tel: 089 5179

Shawford

Shawford, Winchester, Hampshire SO21 2AA

Tel: unstaffed

Shepperton

Station Approach, Shepperton, Middlesex TW17 8AQ

Tel: 00 67057

Sherborne

South Street, Sherborne, Dorset DT9 3NB

Tel: 074 7360

Sholing

Station Road, Sholing, Southampton, Hampshire SO19 8HH

Tel: unstaffed

Southampton Airport (Parkway)

Wide Lane, Southampton, Hants SO18 2HG

Tel: 089 8833

Southampton Central

Blechynden Terrace, Southampton SO15 1AL

Tel: 089 8040

St Denys

Osborne Road South, Southampton SO17 2EZ

Tel: 089 8092

St Margarets

St Margarets Road, Twickenham, Middlesex TW1 2LH

Tel: 00 67090

Staines

Station Approach, Staines, Middlesex TW18 4LY

Tel: 00 69924

Stoneleigh

Stoneleigh Broadway, Epsom, Surrey KT17 2JA

Tel: 00 62334

Strawberry Hill

Tower Road, Twickenham, Middlesex TW1 4PP

Tel: 00 67065

Sunbury

Station Road, Sunbury-On-Thames, Middlesex TW16 6SB

Tel: 00 67085

Sunningdale

London Road, Sunningdale, Ascot, Berkshire SL5 0EL

Tel: 00 67438

Sunnymeads

Acacia Avenue, Wraysbury, Staines, Middlesex TW19 5HD

Tel: unstaffed

Surbiton

Victoria Road, Surbiton, Surrey KT6 4PE

Tel: 00 62466

Swanwick

Botley Road, Southampton SO31 1BA

Tel: 089 8117

Sway

Station Road, Sway, Hampshire, SO41 6BA

Tel: 089 8174

Swaythling

Wessex Lane, Southampton SO18 2LB GR: SU 439 159

Tel: 089 8846

Syon Lane

Rothbury Gardens, Isleworth, Middlesex TW7 5JG

Tel: unstaffed

Teddington

Victoria Road, Teddington, Middlesex TW11 0BB

Tel: 00 67017

Templecombe

Station Road, Templecombe, Somerset BA8 0JR

Tel: 089 8505

Thames Ditton

Station Road, Thames Ditton, Surrey KT7 0NU

Tel: 00 62288

Tisbury

Tisbury, Salisbury, Wiltshire SP3 6JT

Tel: 089 8503

Tolworth

Kingston Road, Surbiton, Surrey KT5 9NX

Tel: 00 62883

Totton

Station Road North, Totton, Hampshire SO40 9HG GR:

Tel: 089 8170

Twickenham

London Road, Twickenham, Middlesex TW1 1BD

Tel: 00 67086

Upper Halliford

Windmill Road, Sunbury-On-Thames,, Middlesex TW16 6DG

Tel: 00 67071

Upwey

Littlemoor Road, Upwey, Weymouth, Dorset DT3 6NQ

Tel: unstaffed

Vauxhall

South Lambeth Road, London SW8 1SS

Tel: 00 22343

Virginia Water

Station Parade, Virginia Water, Surrey GU25 4AA

Tel: 00 69903

Walton-On-Thames

Station Avenue, Walton-On-Thames, Surrey KT12 1NR

Tel: 00 62717

Deed of Surrender dated 15 November 2000.

Wanborough

Glaziers Lane, Normandy, Guildford, Surrey GU3 2ED

Tel: unstaffed

Wandsworth Town

Old York Road, London SW18 1SU

Tel: 00 25390

Wareham

North Port, Wareham, Dorset BH20 4AS GR: SY 919 882

Tel: 089 8427

West Byfleet

Claremont Road, West Byfleet, Weybridge, Surrey KT14 6DY

Tel: unstaffed

Weybridge

Station Approach, Weybridge, Surrey KT13 8UD

Tel: 00 69284

Weymouth

King Street, Weymouth, Dorset DT4 7BJ

Tel: 089 8359

Whimble

Station Road, Whimble, Exeter, Devon EX5 2QH

Tel: unstaffed

Whitchurch

Station Road, Whitchurch, Hants RG28 7ER

Tel: 075 0098

Whitton

High Street, Whitton, Twickenham, Middlesex TW2 7LG

Tel: 00 67077

Wimbledon

Wimbledon Station, London SW19 7NL

Tel: 00 62616

Winchester

Station Hill, Winchester, Hampshire SO32 8TJ

Tel: 089 8847

Winchfield

Station Hill, Winchfield, Basingstoke, Hampshire RG27 8BX

Tel: 075 0012

Windsor & Eton Riverside

Datchet Road, Windsor, Berkshire SL4 1QG

Tel: 00 69907

Winnersh

Robin Hood Lane, Winnersh, Wokingham, Berkshire RG41 5ND

Tel: 00 67428

Winnersh Triangle

Wharfedale Road, Winnersh, Wokingham, Berkshire RG41 5TS

Tel: 078 2561

Witley

Station Approach, Combe Lane, Wormley, Godalming, Surrey GU7 1EU

Tel: 00 67644

Woking

Station Approach, Woking, Surrey GU22 7AE

Tel: 00 69264

Wokingham

Station Approach, Wokingham, Berkshire RG40 2AP

Tel: 078 2223

Wool

Station Road, Wool, Dorset BH20 6BL

Tel: 089 8364

Woolston

Garton Road, Woolston, Hampshire SO19 2DJ

Tel: 089 8078

Worcester Park

Station Approach, Worcester Park, Surrey KT4 7NB

Tel: 00 62237

Worplesdon

Prey Heath Road, Woking, Surrey GU22 0RN

Tel: 00 67532

Wraysbury
Staines, Middlesex TW19 5NH
Tel: unstaffed

Yeovil Junction
Off Newton Road
Stoford
Somerset
BA22 9UU
Tel: 0345 600 0650

Part B – First Greater Western Limited

Agreements granting the Company access to stations operated by First Great Western Limited

Bath Spa

Bradford on Avon

Bruton

Castle Cary

Chetnole

Dean

Dorchester West

Exeter Central

Exeter St. Davids

Frome

Keynsham

Maiden Newton

Mottisfont & Dunbridge

Oldsfield Park

Romsey

Thornford

Trowbridge

Warminster

Westbury

Yeovil Pen Mill

Yetminster

First Greater Western Limited Franchised Station Access Conditions. Annexes to First Greater Western Limited Franchised Station Access Conditions

Bath Spa
Bradford on Avon

Bruton

Castle Cary

Chetnole

Dean

Dorchester West

Exeter Central

Exeter St. Davids

Frome

Keynsham

Maiden Newton

Mottisfont & Dunbridge

Oldsfield Park

Romsey

Thornford

Trowbridge

Warminster

Westbury

Yeovil Pen Mill

Yetminster

Govia Thameslink Railway Limited

Agreements granting the Company access to stations operated by Govia Thameslink Railway Limited

Ashtead

Box Hill & Westhumble

Dorking

Epsom

Leatherhead

Govia Thameslink Railway Limited Franchised Station Access Conditions

Annexes to Govia Thameslink Railway Limited Franchised Station Access Conditions

Ashtead

Box Hill & Westhumble

Dorking

Epsom

Leatherhead

Network Rail Infrastructure Limited

Agreements granting the Company access to stations operated by Network Rail Infrastructure Limited

Bristol Temple Meads

Reading

Waterloo

Schedule 13 – Form of SAG Support Bond

SIEMENS AKTIENGESELLSCHAFT SUPPORT BOND

Bond Number: 01GBR[XXXXXX]

THIS BOND (the "**Bond**") is made by way of deed on [] BETWEEN SIEMENS AKTIENGESELLSCHAFT ("**SAG**") and [<insert name of operator>] (the "**Company**").

BACKGROUND

(A) Under the terms of the service agreement (the "**Service Agreement**") dated [] (the "**Contract Date**") with Siemens Mobility Limited (registration number 00016033), Sixth Floor, The Lantern, 75 Hampstead Road, London, England, NW1 2PL (hereinafter called the "**Service Provider**") for the provision of servicing, maintenance, overhaul, and repair services in relation to the trains manufactured and provided by the Service Provider as contractor under and in accordance with the purchase agreement (the "**Purchase Agreement**") dated 23 April 2001 between the Service Provider and Angel Trains Limited (the "**Lessor**"), the Company requires the provision of a performance bond in the form of this Bond.

(B) It is intended by SAG that this Bond will take effect as a deed notwithstanding that SAG may only execute this Bond under hand.

IT IS AGREED AS FOLLOWS

- 1 This Bond is given by SAG as surety for the full and effective performance by the Service Provider of all its obligations under the Service Agreement (the "**Service Obligations**").
- 2 The maximum aggregate amount that may be demanded under this Bond may not exceed [] [(subject to annual indexation from the Contract Date at a rate of 3% per annum)] (the "**Maximum Amount**") and the Company shall only have a right to claim under this Bond in respect of any failure by the Service Provider fully and effectively to perform the Service Obligations.
- 3 SAG hereby unconditionally and irrevocably undertakes that forthwith upon the Company giving written notice (a "**Demand**") to it substantially in the form attached in respect of its claim stating that, in its opinion, the Service Provider has failed to fulfil all or any part of its Service Obligations, SAG shall pay the Company on first demand and without the Company being required to prove the Service Provider's failure to fulfil any of the Service Obligations and notwithstanding any objection which may be made by the Service

¹ Less the aggregate of all amounts paid by SAG under previous bonds issued under previous service agreement(s) entered into pursuant to the Service Provider DfT Direct Agreement or the Section 54 undertaking in favour of the Service Provider dated 30 September 2003.

Provider, the whole or part of the Maximum Amount as demanded from time to time or at any time by the Company,

- 4 The obligations of SAG hereunder constitute direct, primary, irrevocable and unconditional obligations and shall not be discharged or otherwise prejudiced or adversely affected by:
- (a) any time, indulgence, waiver, concession or forbearance which the Company may grant to the Service Provider or any neglect by the Company in enforcing any right of action or remedy the Company may have against the Service Provider under the Contract;
 - (b) any amendment, modification or extension which may be made to the Service Agreement or the works performed thereunder or any suspension of such works;
 - (c) any intermediate payment or other satisfaction made by SAG;
 - (d) any change in the constitution or organisation of the Service Provider;
 - (e) any other bond, security or guarantee held or obtained by the Company in respect of the Service Obligations of the Service Provider under the Service Agreement or any release or waiver thereof;
 - (f) any act or omission of the Service Provider pursuant to any other arrangement with the Company; or
 - (g) any other matter or thing which, in the absence of this provision, would or might operate as a release of SAG's obligations hereunder at law or in equity.
- 5 This Bond is made for the Company, its successors in title or its assignees and transferees as permitted under the Service Agreement and, for the avoidance of doubt, may be assigned to the Lessor as security for the Company's obligations and the Lessor may subsequently assign to any of the "Financiers" (as defined in the Operating Lease).
- 6 This Bond shall enter into full force and effect on the date hereof in accordance with the terms of the Service Agreement and shall be a continuing security and shall remain in full force and effect until the earlier of the Scheduled Expiry Date and the date falling 4 months after the date of termination of the Service Agreement, when this Bond should be returned to SAG for cancellation except to the extent of any outstanding claim made hereunder on or before the Scheduled Expiry Date or the date falling 4 months after the date of termination of the Service Agreement (as the case may be) which has not been satisfied, settled or abandoned in full.

-
- 7 Any payment by SAG hereunder shall be made in Pounds Sterling (or other lawful currency of the United Kingdom) without set-off or counterclaim and free and clear of any deductions or withholding.
- 8 This Bond is the SAG Support Bond as defined in the Service Agreement.
- 9 This Bond shall be governed by and construed and shall operate in accordance with English law and the Company and SAG hereby submit in connection with any proceedings brought in connection with this Bond to the jurisdiction of the English courts.
- 10 Capitalised terms not otherwise defined in this Bond shall have the meaning given to them in the Service Agreement.

In witness of which this deed has been executed and has been delivered on the date which appears below.

Dated this []

Executed as a deed by Siemens Aktiengesellschaft acting by [] and [] acting by the authority of that company.

FORM OF DEMAND

To: Siemens Aktiengesellschaft
c/o Siemens Mobility Limited,
Head of Trade Finance Advisory (SFS),
Sixth Floor
The Lantern
75 Hampstead Road
London
England

NW1 2PL DEMAND

Date

We [<insert name>] hereby notify you of a claim under Bond Number 01GBR[XXXXXX] issued on [DATE] by Siemens Aktiengesellschaft (the "**Bond**") and provided pursuant to the Service Agreement.

Capitalised terms not defined herein shall have the meaning given to them in the Bond, unless not defined in the Bond when they shall have the meaning given to them in the Service Agreement.

In our opinion Siemens Mobility Limited has failed fully and effectively to perform its Service Obligations under the Service Agreement in that [details of failure] and we therefore demand payment of [] under the Bond. We confirm that we have given fourteen days' prior written notice to Siemens Mobility Limited of our intention to make this Demand.

Signed by []

For and on behalf of

[<insert name and address of Company>]

Schedule 14 – Unbudgeted Additional Services to be provided by the Company

Whilst the Units are stabled at Outbases, the removal of graffiti and the replacement on the Units of the following equipment, where such equipment is missing or damaged:

- anti-macassars
- seat cushions and squabs
- door egress handle glass
- emergency window hammer and hammer cover glass
- mandatory emergency equipment replacement
- labels
- light bulbs and lighting tubes
- curtains
- anti-etching film on glass, if fitted
- first class fixed tables
- mirrors

Schedule 15 – Spares

Please see attached pages.

The quantity of the following Spares has not been agreed between the Service Provider and the Company as at the Contract Date:

UFS00845 – Siemens 16 – Angel 32

ARS00121 – Siemens 4 – Angel 6

WTS00002 – Siemens 10 – Angel 17

(the "**Outstanding Spares Quantities**")

The Service Provider and the Company shall each co-operate in good faith with the Lessor to agree the Outstanding Spares Quantity by no later than 25 May 2025.

Stock Code	SWT/Angel Qty	Description
BTS00003	2	MODULE. BRAKE. DMOS1
BTS00033	2	MODULE . BRAKE . DMOS2
BTS00061	2	MODULE. BRAKE. DMOS
BTS00071	2	MODULE. BRAKE. TOSL2
BTS00091	2	MODULE. BRAKE. PTOSLW
BTS00101	2	MODULE. BRAKE. DMOC
BTS00403	6	UNIT. ELECTRONIC. BRAKE CONTROL
BTS00461	2	PANEL. PNEUMATIC. CONTROL. DMOS
BTS00471	2	PANEL. PNEUMATIC. CONTROL. TOSL2
BTS00491	2	PANEL. PNEUMATIC. CONTROL. PTOSLW
BTS00501	2	PANEL. PNEUMATIC. CONTROL. DMOC
BVS00113	2	VALVE. RELAY. WITH PNEUMATIC PORTION
BVS00114	2	VALVE. RELAY. WITH PNEUMATIC PORTION
BVS00115	2	VALVE. RELAY. WITH PNEUMATIC PORTION
BVS00116	2	VALVE. RELAY. WITH PNEUMATIC PORTION
CHS00312	20	LOW LEVEL LIGHTING CONTROL BOX
CVS00004	4	GANGWAY, CMPTE. INTER-CAR
CVS00007	1	GANGWAY, MOUNTING, COMPLETE
CVS00022	2	GANGWAY, MOUNTING, FRONT HALF, CMPTE 444
CVS00911	4	BELLOWS, CORRUGATED, CMPTE
CVS00912	2	BELLOWS , CORRUGATED , CMPTE
EIS00102	1	BUS-LINE, LONG
HCS00005	4	UNIT, AIR CON, CAB, CMPTE, 450, RED
HCS00306	2	MODULE, ELECTRICS, MAIN
JBS00143	2	DOORLEAF,CMPTE.CAB BACK DOOR
JBS00144	2	DOORLEAF,CMPTE.CAB BACK DOOR (D)
JBS00145	2	GUIDE,CMPTE.CAB BACK DOOR
JBS00201	1	SEPARATION, DRIVERS CAB, COMPLETE
JCS00103	1	DOOR, +146, MOUNTED WITH COMPS+ WIRED
JCS00104	1	DOOR, +214, MOUNTED WITH COMPS+ WIRED

Stock Code	SWT/Angel Qty	Description
JCS00105	1	DOOR, +215, MOUNTED WITH COMPS+ WIRED
JCS00106	1	DOOR, +246, MOUNTED WITH COMPS+ WIRED
JCS00107	1	DOOR, +341, MOUNTED WITH COMPS+ WIRED
JCS00108	1	DOOR, +357, MOUNTED WITH COMPS+ WIRED
JCS00109	1	DOOR, +447, MOUNTED WITH COMPS+ WIRED
JCS00407	3	COVERS, 2ND-ARY IP2X, SWT23M,W/O COUNTER
JOS00055	2	PANEL, DOOR, COMPLETE, 444
JOS00056	2	PANEL, DOOR, COMPLETE, 444
JOS00057	1	PANEL, DOOR, FRAME PAINTED, 444
JOS00102	13	PANEL PNEUMATIC UH FGE SWT
KPS00239	1	BOX , ASSY . ROLLER SHUTTER
KRS00001	2	REFRIGERATER, COMPLETE
KTS00001	2	TROLLEY,SALES.
KWS00404	3	CONTROLLER, WATER STERILISATION
OFS00015	1	DOORLEAF, COMPLETE, SWT
OGS00174	5	DOORLEAF,CMPTE.SALOON PARTITION DOOR (D)
OGS00175	5	DOORLEAF,CMPTE.SALOON PARTITION DOOR
OGS00176	2	GUIDE,CMPTE.BODY END DOOR
O8S00063	4	PANEL DOOR COMPLETE, 444
OS800064	4	PANEL DOOR COMPLETE, 444
O8S00066	2	PANEL DOOR COMPLETE, 444
PAS00004	1	UNIT, CONVERTER,AUX. 2X80KVA, SCAR CMPTE
PAS00005	1	UNIT, CONVERTER,AUX. 1X80KVA, SCAR CMPTE
PAS00324	2	TRANSFORMER.INCLUDES LINE FILTER CHOKE
PAS00452	2	CHOKE
PKS00014	2	CONTAINER G363.CMPTE .SWT 20M
PKS00035	1	CONTAINER, G463, SWT 23M, COMPLETE
PKS00036	1	CONTAINER G563 COMPLETE
PKS00302	7	HIGH SPEED CIRCUIT BREAKER
PKS00504	1	CONVERTER, TRACTION, DC, CMPTE,CLASS 444

Stock Code	SWT/Angel Qty	Description
PKS00531	29	MODULE . PHASE . IGBT .AQ1-A2
PMS00001	8	MOTOR TRACTION (100 MPH) 1TB2016-0GB02
UCS00004	4	COUPLER , ELECTRICAL , CMPTE
UCS00112	1	COUPLER, ELECTRICAL, COMPLETE, 23M
UCS00115	2	DEVICE, OPERATION, COMPLETE, 23M
UCS00404	1	DRUMSWITCH, W1, SWT 450
UCS00405	1	DRUMSWITCH, W2, SWT 450
UCS00409	1	DRUMSWITCH, W2, SWT 444
UFS00023	2	BOGIE,MOTOR,CMPTE.DMOS2. SWT 450
UFS00033	1	MOTOR BOGIE 1 DMOCL
UFS00131	1	BOGIE, TRAILER, 1, TOSL-BL
UFS00132	1	BOGIE, TRAILER, 2, TOSL-BL
UFS00133	1	BOGIE, TRAILER, 1, TOSL-WB
UFS00135	1	BOGIE, TRAILER, 1, TOSL-B2
UFS00136	1	BOGIE, TRAILER, 2, TOSL-B2
WCS00021	2	MODULE, TOILET STD,VACUUM CLASS 450
WCS00022	2	MODULE, TOLIET STD, VACUUM, CLASS 444
WES00041	1	CONTROL BOARD,COMPL. STANDARD,DESIRO 23M
WGS00011	1	TABLE, BABY CHANGING
WOS00101	10	DOOR, CABIN, COMPLETE
XTS00004	4	CENTRAL PROCESSING UNIT. MULITPORT
XTS00025	3	VIDEO RECORDER 16 CHANNEL SWT CL444 ONLY
XTS00032	3	CENTRAL PROCESSING UNIT. BI-DIRECTIONAL
UUS00880	72	#N/A
new	39	#N/A
UWS00921	32	#N/A
IPS00332	30	CEILING , SIDE . 1770
UWS00611	25	#N/A
UWS00612	25	#N/A
UWS00615	25	#N/A

Stock Code	SWT/Angel Qty	Description
OK	19	#N/A
IPS00082	15	CLADDING, SIDE, NO WINDOW, 310MM
IRS00151	15	RACK , LUGGAGE . SECTION V2 . 1770
IPS00051	10	CLADDING, SIDE, WINDOW, 1ST CLASS
IPS00143	10	COVER, DOOR MECHANISM
JVS00731	10	WINDSCREEN , L.H CMPTE. WITH DEMISTER
KWS00501	10	FILTER, WATER. BRITA AQUAQUELL 33
WFS00004	10	COVER, FLOURESCANT LIGHT
HSS00001	8	UNIT AIR CONDITIONING COMPLTE RPR 30
IRS00135	8	RACK , LUGGAGE . 5 . 1770
TGS00001	8	GEAR . TRACTION . 2LB9085-/CB41
BLS00001	12	UNIT. BRAKE. RZ44UF10/8KWS13
BDS00313	6	BANK,RESISTOR.TYPE 3.BRAKE RESISTOR
CVS00802	6	PLATE, BRIDGE, CMPTE
IPS00567	6	WALL,OUTER.STANDARD TOILET
PAS00402	6	MODULE . INVERTOR. PWM
UCS00002	6	COUPLER,PERMANENT,CMPTE.STIFF,4-CAR
HSS00005	5	HVAC,CMPTE.SALOON.IVORY.CL.444
IPS00056	5	CLADDING, SIDE, PROP, RIGHT
IPS00057	5	CLADDING, SIDE, PROP, LEFT
IPS00172	5	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A
IPS00451	5	PANEL DOOR PILLAR HEAD SECTION ASSEMBLY
JOS00930	5	#N/A
OGS00041	10	DOORLEAF, COMPLETE
PBS00001	6	UNIT CENTRAL CONTROL COMPLETE
WOS00031	5	TOILET DOOR
BDS00003	4	BRAKE RESISTOR COMPLETE 444 FLEET
BTS00404	5	CONTROL UNIT, BRAKE
CVS00003	4	GANGWAY, HALF, CMPTE. FRONT END .450
IPS00170	4	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A

Stock Code	SWT/Angel Qty	Description
IPS00176	4	PANEL, BULK HEAD, CYCLE AREA, 444
IPS00177	4	PANEL, ACCESS, PANEL, DRIVERS SIDE, 444
IPS00246	4	PANEL, CEILING, AISLE
IRS00132	4	RACK , LUGGAGE , UH . 2 . 1220
IRS00156	4	RACK LUGGAGE , RIGHT HAND . 1220
OGS00042	10	DOORLEAF, COMPLETE
OSS00045	6	CABLE,CONNECTION,M12.3 PIN,1200MM LG
UCS00010	4	BUFFER, CMPTE. 20M VEHICLES
WVS00811	4	#N/A
XTS00026	4	VIDEO RECORDER, DIGITAL, 16 CHANNEL
EIS00011	3	CABLE, SIGNAL AND CONTROL UNIT, CMPTE
HCS00006	3	UNIT, AIR CON, CAB, CMPTE, 444, RED
KMS00001	3	MACHINE, COFFEE. THA 10
KRS00030	3	SHELF,GLASS,CMPTE
KSS00011	3	SHELL , SHUTTER . WITH HOLDER
PAS00331	3	CHARGER.BATTERY
QUERY	3	#N/A
UCS00012	5	COUPLING , EMERGENCY
UCS00118	3	COUPLER,PERMANENT,COMPLETE,STIFF,23M
USC00110	3	#N/A
WCS00705	5	MIRROR , DOOR
BTS00051	2	MODULE . BRAKE . TOCL
BVS00033	2	PNEUMATIC CONTROL PANEL DMOS2 CL450
BVS00041	2	PNEUMATIC CONTROL PANEL TOSLWB CL450
BVS00117	2	VALVE. RELAY. WITH PNEUMATIC PORTION
EBS00001	2	BATTERY. SYSTEM COMPLETE
EIS00021	2	CABLE, CONNECTION CMPTE
HDS00261	2	DUCT, AIR. NO.1 . RECIRCULATING
HDS00265	2	DUCT , AIR . NO.5 . 1 END OPEN
HDS00266	2	DUCT, AIR. NO.6. FSTD

Stock Code	SWT/Angel Qty	Description
HDS00268	2	DUCT, AIR. NO.8. MINI-BAR
HDS00270	2	DUCT, AIR. NO.10. STANDARD WC
HDS00271	2	DUCT, AIR. NO.11 . INTERIOR INDICATOR
HDS00272	2	DUCT, AIR. NO.12. TMO 1
HDS00273	2	DUCT, AIR. NO.13. TMO 2
HDS00275	2	DUCT, AIR, CMPTE. FLAT ROOF. 1
HDS00276	2	DUCT, AIR, CMPTE. FLAT ROOF. 2
HDS00277	2	DUCT, AIR, CMPTE . FLAT ROOF. 3
IPS00364	2	CEILING , FLAT. CMPTE . PART 2
PAS00412	3	UNIT, ELECTRONIC. CIB
PKS00037	2	CONTAINER LINE FILTER CL444
PKS00433	2	SIBAS 32 . TCU . COMPLETE . DC
UCS00001	4	AUTOMATIC COUPLER COMPLETE
ucs00000s	2	COUPLER, PERMANENT, DAMPED CMPTE,23&5CAR
UCS00116	2	BUFFER, COMPLETE, 23M
UCS00119	2	BUFFER, COUPLER, C, COMPLETE, 23M
UFS00021	2	BOGIE,MOTOR,CMPTE.DMOS1 . SWT 450
UFS00022	2	BOGIE,MOTOR,CMPTE.DMOS1 . SWT 450
UFS00024	2	BOGIE,MOTOR,CMPTE.DMOS2. SWT 450
UFS00121	2	BOGIE,TRAILER,CMPTE.TOSL WB 2.SWT 450
UFS00122	2	BOGIE,TRAILER,CMPTE.TOSL WB 1.SWT 450
BTS00041	2	BRAKE MODULE TOSLWB
BTS00081	2	MODULE. BRAKE. TOSL1
BTS00481	2	PANEL. PNEUMATIC. CONTROL. TOSL1
BVS00003	2	PNEUMATIC CONTROL PANEL DMOS1 CL450
BVS00051	2	PNEUMATIC CONTROL PANEL POCL CL450
CVS00101	4	DOOR, CMPTE . FRONT CIRCULATION
CVS00915	1	BELLOW, CORRUGATED, COMPLETE
CVS00941	1	BELLOWS, CORRUGATED,FINAL MOUNTING,CMPTE
EIS00031	1	CABLE, CONNECTION CMPTE

Stock Code	SWT/Angel Qty	Description
EIS00041	1	CABLE, CONNECTION CMPTE
HCS00111	1	ASSEMBLY, AIR-CHANNEL
IPS00171	1	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A
IPS00571	1	WALL , OUTER
IPS00572	1	WALL, AISLE. 1
IPS00574	1	WALL, AISLE. 3
ISS00464	1	SEAT, SIRIUS RH 2PL, 3 ARM
JBS00072	2	PANEL, DOOR, RIGHT, SWT 444
JOS00053	1	PANEL ,SINGLE .SLIDING PLUG DOOR, 444
JOS00054	1	PANEL ,SINGLE .SLIDING PLUG DOOR, 444
KES00431	1	SWITCH , CABINET
KOS00031	1	DOOR, ASSY
KOS00041	1	DOOR
KOS00290	1	#N/A
KPS00221	1	PANEL, ASSY
KPS00223	1	PANEL, ASSY
KPS00224	1	PANEL, ASSY. 10
KPS00226	1	PANEL, ASSY. 50
KPS00227	1	PANEL, CEILING. ASSY
KPS00244	1	PANEL, ASSY. SHELF
KPS00257	1	PANEL, DOOR
KPS00263	1	PANEL, DOOR
KPS00269	1	PANEL, HATCH , ASSY
KPS00276	1	PANEL, ASSY. SHELF
KPS00283	1	PANEL. 70
KPS00285	1	PANEL. 90 . INCLUDING INSERTS
KWS00401	3	SYSTEM, ULTRAVIOLET. FMK 7.0-6 EW
OPS00001	11	MVB-DOOR-SLAVE, TSL-998/MVB
OSS00062	1	PANEL SINGLE SLIDING PLUG DOOR, 444
PAS00001	1	UNIT. AUXILLIARY CONVERTOR . DC 4 CAR

Stock Code	SWT/Angel Qty	Description
PAS00466	2	LINE FILTER, SWT 444
PKS00011	3	CONTAINER, G163 SWT 20M, COMPLETE
PKS00031	1	CONTAINER, G163, SWT 23M, COMPLETE
PKS00032	1	CONTAINER, G263, SWT 23M, COMPLETE
PKS00034	1	CONTAINER, G363, SWT 23M, COMPLETE
PKS00503	1	CONVERTOR . TRACTION . DC . CO M PLETE
UCS00003	2	HEAD,COUPLER,CMPTE
UCS00022	2	TUBE, A, COUPLER, CMPTE, 23M SCAR
UCS00111	3	HEAD, COUPLER, COMPLETE, 23M
UFS00031	1	MOTOR BOGIE 1 DMOS
UFS00032	1	MOTOR BOGIE 2 DMOS
UFS00034	1	BOGIE, MOTOR, 2, DMOCL
UFS00123	2	BOGIE,TRAILER,CMPTE.TOCL 1.SWT 450
UFS00124	2	BOGIE,TRAILER,CMPTE.TOCL 2.SWT 450
UFS00134	1	BOGIE, TRAILER, 2, TOSL-WB
WES00022	3	BOARD, CONTROL, DESIRO STANDARD
WES00025	1	VACUUM UNIT VT-H-600-DS-U (FOR UNI-LOO)
WOS00044	1	DOOR , SERVICE . 2
XTS00031	3	MONITOR, LCD, 168MM WITH INTERGAL CPU
WCS00033	0	#N/A
ISS00435	639	COVER, SEAT CUSHION, TEXTILE
UCS00414	354	CONTACT, MOVING, SILVER. 5MM
UCS00413	354	CONTACT, FIXED, SILVER. 5MM
GSS00001	320	SHOE , COLLECTOR
UCS00603	364	SOLT HEXAGONAL M36 X 280
UUS00603	300	SOLT , M30 X 230 HEXAGONAL
WOS00701	300	BREAK GLASS PANEL
ISS00429	723	COVER, BACKREST, TEXTILE
UCS00604	364	NUT LOCKING BN 205 107-1 A-36 8 DAC500B
ISS00335	201	CUSHION , SEAT, CMPTE

Stock Code	SWT/Angel Qty	Description
UUS00111	200	DO NOT USE - DUPLICATE OF FSS00022
UUS00604	300	SOLT, M24 X 190, HEXAGONAL
IGS00076	220	PROFILE, RUBBER
ILS00551	200	FLUORESCENT TUBE, 36W
JVS00901	200	BLADE, WIPER. 800MM
ISS00337	400	COVER,SEAT
ACS00901	200	TOS00901OIL COMPRESSOR SHELL GORENA S4 R
UUS00605	300	WASHER ON 7349 A25
ISS00336	100	CUSHION , SEAT
ISS00632	100	DO NOT USE. SEE ISS00045
JCS00418	100	RADOX GKW-LW/S EMV 4X0,75+S
UUS00112	100	DO NOT USE - DUPLICATE OF FSS00040
ISS00231	114	COVER, ARMREST, MOQUETTE
OPS00801	90	SET, MOUNTING, SENSOR HOLDER
OPS00802	90	MOUNTING, SENSOR TO SENSOR HOLDER
IGS00025	96	PLATE, MOUNTING ,ABOVE
ISS00187	101	ARM,SUPPORT,CMPTE
ISS00333	140	COVER,BACKREST
ISS00439	84	COVER, SEAT CUSHION, TEXTILE
ISS00210	70	DO NOT USE SEE ISS00026
JCS00421	80	CABLE, DATA BUS LINE, 4X2,0.5XS/FR
ACS00101	67	OBSOLETE - REPLACED BY ACS00019
WCS00805	70	HOOK
ISS00434	64	DO NOT USE. SEE ISS00447
ITS00071	84	TABLE, COMPLETE
IGS00072	100	SPACER
IGS00074	60	CLIP
JCS00422	60	CABLE, DATA BUS MVB 2X2X0.5
UCS00502	112	KIT, SERVICE . AIR/WATER FILTER
PMS00881	56	BEARING. COMPLETE SET. TRACTION MOTOR

Stock Code	SWT/Angel Qty	Description
ISS00184	100	SHELL, SEAT, CMPTE
CES00707	75	GLASS , EMERGENCY EXIT 880MM X 1450MM
SWS00301	55	SENSOR, SPEED. (PULSE GENERATOR) .
ACS00502	100	61T. AIR INTAKE FILTER. COMPRESSOR
1S300457	48	DO NOT USE. SEE 18S00053
1S300459	48	DO NOT USE. SEE 1S800055
WCS00803	45	LOCK, SQUARE, COMPLETE
UDS00001	44	DAMPER PRIMARY VERTICAL MEDITERR/GIMON
CBS00703	70	GLASS, STANDARD. 880MM X 1110MM
1S800178	49	SHELL,BACK.CMPTE
S0S00402	100	GLASS ROD AND COLLAR FOR ORA
CBS00722	40	GLASS,800X1450MM, STND WINDOW, CLASS 444
EPS00030	40	DO NOT USE. SEE O8S00464
HCS00504	40	DO NOT USE - PLEASE USE HCS00506
ICS00311	40	SOCKET 2 GANG DUAL EARTH 13AMP
1S800460	40	DO NOT USE. SEE 1S800056
JBS00461	40	DO NOT USE. SEE OGS00441
JCS00416	40	RADOX GKW-LW/S EMV 6X0,75+S
OS300421	40	DO NOT USE - SEE O8S00009
UWS00022	40	BRAKE DISC EMU 1 PIECE - 2 DISCS&FIX.KIT
UWS00031	40	WHEEL PAN BONATRANS 850/786-16.5-202
1S300172	39	DO NOT USE. SEE 1S800653
JCS00417	40	RADOX GKW-LW/S EMV 6X0,5+S
OS800452	46	UNIT, CONTROL. EXTERIOR DOOR . HMDC 2
USS00926	45	SPRING , PRIMARY . LAYER
UFS00846	44	SPHAERIBLOC
XRS00401	38	RADIO CMPTE CAB SECURITY
UWS00021	40	DISC WHEEL INCL. SOUND ABSORBER
GCS00031	36	M05486-07-D
IRS00101	40	RACK, LUGGAGE, L = 1770

Stock Code	SWT/Angel Qty	Description
WKS00011	35	DO NOT USE. SEE WKS00005
IGS00711	80	WINDOWPANE, COMPLETE
1S300455	33	CUSHION, SEAT, COMPLETE
IGS00073	60	TONGUE PLATE
JVS00024	32	DO NOT USE. SEE JVS00034
SWS00311	43	SENSOR . AXLE SPEED. BOGIE WSP
UFS00845	16	TIE ROD COMPLETE
EBS00326	300	SCREW 6 POINT M10 X 14 DIN 933 - 1.4301
ESS00004	34	SWITCH CONTROL.4MC+4BC
XTS00018	31	MODULE, COLOUR VIDEO CAMERA WITH HOUSING
JCS00419	30	RADOX GKW-LW/S EMV 2X1,5+8
PKS00538	30	BLOCK -DO NOT USE .SEE ETS00003
UFS00811	34	SPACER LIFEGUARD BOLTS
UPS00211	32	PARKING BRAKE CYL TO BOGIE FRAME HOSE
WPS00004	41	TAPE, ALUMINIUM, 50MMX45MX30YM
BDS00301	40	ELEMENT . BANK . ACTIVE RESISITOR
18S00167	114	FOAM, ARMREST
JCS00410	30	RADOX GKW-LW/S EMV 9X0,5+S
UCS00244	29	DO NOT USE. SEE AVS00121
OS300952	90	COVER
UCS00910	50	SEAL , FRONT , CMPTE . MRP COUPLER
JCS00420	30	RADOX GKW-LW/S EMV 2X0,75+S
JOS00701	29	WINDOW , SLIDING
PBS00422	28	MODULE DIGITAL INPUT 16 X 110V
OS800431	25	DO NOT USE, USE EPS00033
UUS00051	25	BEARING , CYLINDRICAL
GCS00041	24	CABLE , CRIMPED ASSY . A
JVS00806	30	ARM, H.PANTOGRAPH
JOS00901	30	RUBBER , FINGER PROTECTION , CMPTE
JVS00805	30	PANTOGRAPH ARM

Stock Code	SWT/Angel Qty	Description
OS800401	25	DO NOT USE. SEE EPS00039
SWS00321	27	WHEEL. PHONIC. BOGIE WSP
BVS00145	22	DO NOT USE. SEE ACS00125
BVS00401	22	DO NOT USE. SEE BHS00401
JVS00801	22	UNIT, DRIVE , L/H . PANTOGRAPH
UQS00101	22	SPRING , AIR. CMPTE
JVS00802	22	UNIT, DRIVE , R/H . PANTOGRAPH
PAS00334	21	DO NOT USE. SEE PAS00344
WOS00102	25	HANDLE, DOOR
AHS00102	20	VALVE, LEVER OPERATED. HORN
CVS00831	20	FLEXITOR
IBS00104	20	CURTAIN, TYP 4
IFS00001	20	OBSOLETE DO NOT USE PROPOSED REPLACEMENT
IPS00602	30	DO NOT USE. SEE IPS00601
18S00169	24	DO NOT USE. SEE 1S800049
1S800207	24	ASSEMBLY,BACKREST
JBS00422	20	SWITCH, PROXIMITY
O8S00422	20	DO NOT USE - SEE OS800009
PBS00423	20	DO NOT USE. SEE PBS00440
STS00305	20	DOME, TPWS AERIAL
UFS00831	20	KIT , ELEMENT . TRACTION MOTOR MOUNT
UFS00851	20	BUMPSTOP, LATERAL
WAS00011	20	DO NOT USE - SEE WAS00096 & WAS00097
CES00708	25	GLASS , EMERGENCY EXIT 880MM X 1110MM
CLS00301	20	LIGHT, BODYSIDE. LED
JCS00411	20	CABLE, SHIELDED, RADOX GKW-LW/S EMV 50X1
JCS00412	20	CABLE,SHIELDED.RADOX GKW-LW/S EMV 36X0,5
JCS00415	20	CABLE,SHIELDED.RADOX GKW-LW/S EMV 15X0,5
OS800113	20	CYLINDER, PNEUMATIC , CMPTE

Stock Code	SWT/Angel Qty	Description
OS800473	28	TRANSMITTER,OBSTRUCTION DETECTOR
WAS00003	19	SEAT, WC, BLACK
WSS00412	19	PUSHBUTTON INT/EXT DOOR OPEN
JCS00601	18	LOCK, DOOR BAR
JCS00603	18	LIMITER, DOOR OPENING
O8S00933	40	SEAL, FRAME TO PORTAL. CMPTE
UAS00831	18	BEARING, WHEELSET, RIGHT, TYP3, W/O CAP
UAS00832	18	BEARING, WHEELSET, LEFT, TYP3, W/O CAP
UQS00106	18	DUPLICATE USE ULS00101
GCS00023	32	SHOEARM
OSS00471	28	RECEIVER,OBSTRUCTION DETECTOR
OSS00901	20	RUBBER, FINGER PROTECTION , CMPTE
OSS00931	20	UNIT, SPEAKER
UFS00862	18	BRACKET SHOEBEAM PAINTED - HIGH -AXLE 2
ULS00101	50	VALVE. LEVELLING. AIR SUSPENSION
ACS00902	25	OIL AUX COMPRESSOR FUCHS TITAN
JBS00384	16	DO NOT USE. SEE OGS00413
JSS00401	19	DISPLAY DRIVERS CAB STANDARD
OSS00385	25	SEAL, SPEAKER UNIT
PKS00475	16	DO NOT USE. SEE PBS00411
PKS00481	16	50 HZ MONITOR
TGS00021	16	COUPLING . HALF. GEAR
WSS00413	19	DOOR FUNCTION PUSHBUTTONS
XTS00024	16	HARD DRIVE, REMOVABLE
ZES00121	20	LADDER,EMERGENCY
EBS00125	24	BOLT LOCKING E3-14-15
ISS00453	27	CUSHION, BACKREST, COMPLETE
JBS00933	75	BUMPER
JGS00001	24	SPEEDOMETER 0-140MPH
OSS00462	16	SWITCH, KEY. TYPE 16213554

Stock Code	SWT/Angel Qty	Description
PAS00327	15	DO NOT USE .SEE PAS00346
UCS00911	19	SEAL,FRONT
UFS00861	18	BRACKET SHOE BEAM PAINTED - LOW - AXLE 1
UIS00201	40	HOSE,SANDER
UIS00211	15	KIT SANDER HEATER ELEMENT E10127/HTRS-S
UQS00661	18	ADAPTOR,THRED
WPS00002	15	PASTE, COPPER 85 GRAM TUBE
WTS00002	10	TANK, WATER, FRESH, EQUIPPED, 135L TP
BVS00412	23	TRANSDUCER.PRESSURE
ILS00532	55	GRATING 1260MM
ISS00137	16	FRAME , CMPTE
ISS00217	14	DO NOT USE. SEE ISS00213
JBS00462	14	DO NOT USE. SEE OGS00441
JCS00413	15	CABLE,SHIELDED, RADOX GKW-LW/S EMV 25X1
JCS00414	15	CABLE,SHIELDED.RADOX GKW-LW/S EMV18X0,75
PAS00347	14	UNIT. MONITORING . DC 50HZ
TGS00011	16	COUPLING . HALF. MOTOR
WOS00105	20	CASE, LOCK
ILS00502	40	INVERTOR
JOS00111	15	CYLINDER, PNEUMATIC, CMPTE
JOS00804	18	UNLOCKING DEVICE INNER. PASS & CAB DOOR
WCS00270	13	DO NOT USE. SEE WFS00001
WCS00344	35	MAGNET, NEODIMIUM, IVD.35-DX8X5
WSS00431	13	DO NOT USE
WVS00901	13	DO NOT USE
XDS00701	14	DISPLAY INFO INTERIOR
XES00421	14	DRIVERS HAND SET SA7009
XES00431	15	UNIT 'CALL FOR AID' TOILET
BHS00801	16	MECHANISM .MANUAL RELEASE.1136321/500.
HCS00023	13	COMPRESSOR

Stock Code	SWT/Angel Qty	Description
18800136	14	FRAME , CMPTE
18800166	22	ASSEMBLY, ARMREST, R/H
18800305	35	FOAM, SEAT CUSHION
18800315	48	COVER, SEAT CUSHION CMPTE, FGE
18800430	49	FOAM BACKREST
18800437	25	SHELL, SEAT CUSHION
OPS00401	90	SENSOR, IR, DOOR, IRS-9468, 12V, CMPTE
PAS00348	12	FUSE. MINIATURE. DC 110V
PKS00449	12	DO NOT USE. SEE PNS00403
PKS00454	12	DO NOT USE .SEE PBS00402
SWS00312	22	SENSOR . AXLE SPEED . DUAL OUTPUT . WSP
UCS00114	16	DO NOT USE - SEE UCS00883
UFS00841	12	BUMPSTOP LATERAL
UIS00001	12	SANDER UNIT SDN14-1 WITH 100W HEATER
UUS00104	12	DO NOT USE - DUPLICATE OF FWS00064
WSS00454	13	BUTTON, FLUSH, WITH CONNECTOR
WVS00112	13	SOLENOID VALVES
WVS00122	12	VALVE, ·GATE, V3.0
CHS00113	20	BRUSH, 3, 1886MM, COMPLETE
EBS00403	12	SOCKET,SHORE SUPPLY.DC750V.LEFT
18800209	14	FOAM,BACKREST,WITHOUT KNOB
18800410	13	FRAME, TUBE, COMPLETE
JBS00961	30	HOOK COAT
JOS00902	30	RUBBER, FINGER PROTECTION , CMPTE
08800874	20	SUPPORT,ROLLER,CMPTE
08800902	20	RUBBER , FINGER PROTECTION , CMPTE
PBS00424	12	MODULE ANALOGUE OUTPUT 2 X 10V/20 MA
PBS00425	12	MODULE AS 318 - MVB INTERFACE/ REPAIRAB
PKS00511	12	DO NOT USE. SEE PAS00010
PKS00512	12	CONTACTOR. PRECHARGING. K4RESPK6

Stock Code	SWT/Angel Qty	Description
SWS00101	14	VALVE. DUMP. DUPLEX. WSP
UCS00202	14	HOSE, PNEUMATIC
UCS00882	12	BEARINGS , GUIDE
UFS00844	12	CENTRE PIVOT TUBULAR BUSH
CHS00112	20	BRUSH, 3, 1886MM, COMPLETE
EBS00404	12	SOCKET,SHORE SUPPLY.DC750V.RIGHT
IAS00005	10	HOLDER,CUP
IAS00015	15	BIN, LITTER, COMPLETE, SWT
IBS00103	10	CURTAIN, TYP 3
18800105	10	CURTAIN, TYP 5
18800111	10	CURTAIN, LEFT
18800112	10	DO NOT USE. SEE 18800111
ICS00301	20	SOCKET DUAL EARTH 1 GANG DP 13 AMP
ILS00554	10	LIGHT
18800159	16	SHELL, SIDE, R/H, PROVIDED FOR RECLINING
ITS00004	10	PANEL,ASSY.TABLE
ITS00062	56	CATCH,TABLE,RAL7012
JOS00845	10	SEAL, FRAME, COMPLETE, 444
JOS00846	10	SEAL, FRAME, COMPLETE, 444
08800441	22	LIGHT
08800808	10	DEVICE, UNLOCKING . INNER .SWT&FGE
STS00301	10	AERIAL TRAINBORNE TPWS
UAS00833	10	BEARING, WHEELSET, RIGHT, TYP2, W/O CAP
UAS00834	10	BEARING, WHEELSET, LEFT, TYP2, W/O CAP
UCS00005	10	DEVICE , OPERATION , CMPTE
UCS00204	14	HOSE, PNEUMATIC
UCS00851	10	DO NOT USE, SEE CVS00821
USS00925	12	SPRING, HELICAL. SET R-666N/MM - CI444 T
WAS00803	10	MOUNTINGS, SET, V4.0 WC SEAT
WBS00011	10	TAP SENSOR

Stock Code	SWT/Angel Qty	Description
WBS00201	11	BOWL 560-A
WCS00313	10	DO NOT USE - PLEASE USE ILS00436
WCS00320	10	DO NOT USE. PLEASE USE WCS00333
WGS00003	15	TABLE, WASH
WOS00109	10	DO NOT USE. PLEASE USE WVS00123
WVS00116	16	OUTLET CHECK VALVE
WWS00502	14	FLAPS, MUD, 1/2" MS, 0.25MM
XDS00312	32	CONVERTER 150W, 110V/24V DC/DC (
XES00423	14	HAND SET SA7009B
XRS00421	32	RADIO BASE STATION FOR NOKIA 6090
XTS00035	12	DIGITAL COLOUR VIDEO CAMERA 2.45MM LENS
ZFS00002	10	FIRE EXTINGUISHER, 2KG ABC POWDER
ZFS00004	10	FIRE EXTINGUISHER (FOAM) CAB & TMO
CTS00321	12	UNIT, TAIL LIGHT. LED
GCS00061	12	DOWNSTOP ASSY . A
IPS00344	30	SPRING , SIDE , CMPTE . 60MM
OGS00836	12	DEVICE, LOCKING
08800453	14	UNIT, CONTROL. EXTERIOR DOOR. HMDG 2
PES00303	12	RESISTOR ,EARTHING . CRNI +/-5%
PKS00534	10	DO NOT USE. SEE ECS00004
SGS00402	20	FOOTPEDAL DSD
UUS00303	10	STRUT ASSY
WCS00142	16	DOOR, MIRROR, WITH MIRROR
WCS00355	9	WATER PUMP
WFS00323	18	HOUSING, ADDITIONAL, FOR SPOTLIGHT
18800105	10	CURTAIN, TYP 5
18800111	10	CURTAIN, LEFT
18800112	10	DO NOT USE. SEE 18800111
ICS00301	20	SOCKET DUAL EARTH 1 GANG DP 13 AMP
ILS00554	10	LIGHT

Stock Code	SWT/Angel Qty	Description
18800159	16	SHELL, SIDE, R/H, PROVIDED FOR RECLINING
ITS00004	10	PANEL, ASSY. TABLE
ITS00062	56	CATCH, TABLE, RAL7012
JOS00845	10	SEAL, FRAME, COMPLETE, 444
JOS00846	10	SEAL, FRAME, COMPLETE, 444
08800441	22	LIGHT
08800808	10	DEVICE, UNLOCKING . INNER .SWT&FGE
STS00301	10	AERIAL TRAINBORNE TPWS
UAS00833	10	BEARING, WHEELSET, RIGHT, TYP2, W/O CAP
UAS00834	10	BEARING, WHEELSET, LEFT, TYP2, W/O CAP
UCS00005	10	DEVICE , OPERATION , CMPTE
UCS00204	14	HOSE, PNEUMATIC
UCS00851	10	DO NOT USE, SEE CVS00821
USS00925	12	SPRING, HELICAL. SET R-666N/MM - CI444 T
WAS00803	10	MOUNTINGS, SET, V4.0 WC SEAT
WBS00011	10	TAP SENSOR
WBS00201	11	BOWL 560-A
WCS00313	10	DO NOT USE - PLEASE USE ILS00436
WCS00320	10	DO NOT USE. PLEASE USE WCS00333
WGS00003	15	TABLE, WASH
WOS00109	10	DO NOT USE. PLEASE USE WVS00123
WVS00116	16	OUTLET CHECK VALVE
WWS00502	14	FLAPS, MUD, 1/2" MS, 0.25MM
XDS00312	32	CONVERTER 150W, 110V/24V DC/DC (
XES00423	14	HAND SET SA7009B
XRS00421	32	RADIO BASE STATION FOR NOKIA 6090
XTS00035	12	DIGITAL COLOUR VIDEO CAMERA 2.45MM LENS
ZFS00002	10	FIRE EXTINGUISHER, 2KG ABC POWDER
ZFS00004	10	FIRE EXTINGUISHER (FOAM) CAB & TMO
CTS00321	12	UNIT, TAIL LIGHT. LED

Stock Code	SWT/Angel Qty	Description
GCS00061	12	DOWNSTOP ASSY . A
IPS00344	30	SPRING , SIDE , CMPTE . 60MM
OGS00836	12	DEVICE, LOCKING
08800453	14	UNIT, CONTROL. EXTERIOR DOOR. HMDG 2
PES00303	12	RESISTOR ,EARTHING . CRNI +/-5%
PKS00534	10	DO NOT USE. SEE ECS00004
SGS00402	20	FOOTPEDAL DSD
UUS00303	10	STRUT ASSY
WCS00142	16	DOOR, MIRROR, WITH MIRROR
WCS00355	9	WATER PUMP
WFS00323	18	HOUSING, ADDITIONAL, FOR SPOTLIGHT
WLS00301	15	SENSOR, LEVEL, OPT FS30
WLS00421	10	DO NOT USE - SUPERSEDED BY WLS00003
WVS00113	20	DRAINAGE CHECK VALVE
CHS00114	20	BRUSH, 3, 1886MM, COMPLETE
CTS00401	12	UNIT, CONTROL
GFS00002	10	BOX , JUNCTION . ASSY
IBS00101	10	CURTAIN, TYP 1
IBS00102	10	CURTAIN, TYP 2
OSS00430	8	SWITCH, PRESSURE WAVE
OSS00802	28	DEVICE EMERGENCY UNLOCKING EXTERNAL SWT
OSS00906	10	CYLINDER PNEUMATIC, 444
OSS00912	10	RUBBER FINGER PROTECTION, 444
PKS00801	8	PUMP . COOLANT
PKS00821	8	EXCHANGER. HEAT.
SGS00401	9	DSD VIGILANCE UNIT COMPLETE
UCS00821	8	DAMPER , VERT. SUPPORT . 20M VEHICLES
UIS00411	8	MONITOR , SAND LEVEL. SK124VDC
UIS00810	10	SAND BOX LID+ LANYARD MAX LENGTH 300MM
USS00922	16	SPRING , HELICAL. SET R-667N/MM

Stock Code	SWT/Angel Qty	Description
UWS00001	8	WHEELSET , MOTOR . ASSY A
WCS00703	13	LOCK, MIRROR
WCS00822	9	DO NOT USE. PLEASE USE EPS00033
WHS00101	17	HEATER, COMPLETE
WKS00013	20	SPRING, FOR PAPER DISPENSER
WLS00451	10	BOWL LEVEL CONTROLLER
WOS00122	10	DOOR, UNDER WASH TABLE
WOS00810	20	LOCK DOOR
WSS00421	10	PRESSURE SWITCH
XES00422	30	GOP HAND SET SA7009A
ZES00001	20	KIT FIRST AID
AVS00101	8	REGULATOR, PRESSURE. 7 BAR OUTPUT
GCS00001	8	SHOEGEAR, CMPTE. BOGIE SET
GFS00001	10	BOX, JUNCTION. ASSY
HCS00053	9	FAN, AIR SUPPLY
IAS00012	10	CASTING, INSIDE, LITTER BIN, 444
IAS00013	15	BIN, LITTER, LEFT HAND, COMPLETE
ISS00204	9	FOAM, BACKREST, WITH KNOB SUPPORT UH
ISS00624	7	DO NOT USE. SEE ISS00356
ITS00041	18	TABLE, LONG, STANDARD
OGS00421	7	SWITCH PROXIMITY
OPS00301	7	CONVERTER, DC/DC, 110/24V
PKS00544	7	DO NOT USE - PLEASE USE PKS00314
SDS00401	7	APPLIANCE DRIVER REMINDER (ORA)
UCS00211	14	HOSE, PNEUMATIC
UWS00002	7	WHEELSET MOTOR ASSEMBLY 'B'
WBS00802	7	HARNESS, CABLE, 560 V2.0 EQUIPPED
WCS00145	7	KIT, REPAIR, PAINT
WCS00332	7	PUMP, VACUUM, K 600 V2.1
WCS00504	8	DO NOT USE. SEE WCS00512

Stock Code	SWT/Angel Qty	Description
XTS00037	10	HARD DISK FOR DVR-100 (250 GB)
XTS00311	7	CONVERTOR 110/24/12V DC/DC
XVS00001	8	INTERFACE CAR MIDDLE DOOR
AHS00104	8	VALVE , SPOOL . HORN CONTROL
AHS00105	6	PART OBSOLETE, USE AHS00113 OR AHS00114
BVS00141	16	VALVE. SOLENOID
BVS00146	9	VALVE , MAGNET . EMERGENCY
CVS00833	8	FLEXITOR
GCS00012	10	SHOE GEAR & SHOE BEAM BOGIE ASSY
HCS00055	9	FAN, AIR SUPPLY
IRS00735	75	GLASS , LUGGAGE RACK , VAR 5 . 1670
JCS00302	18	COVERING, CAB, FOR TPWS SWITCH, SWT
JOS00847	6	DO NOT USE. SEE OSS00935
JOS00848	6	DO NOT USE. SEE OSS00934
JSS00801	6	DRIVERS SEAT TOP SECTION (CL 444 & 450)
OPS00010	8	SSL-ADAPTOR/T-CONNECTOR, 2 WAY, 3XFCC8/8
OSS00336	10	BLOCK,CONTROLLER,CMPTE
PAS00302	8	CONTACTOR . AC OUTPUT
PAS00315	14	FUSE. INPUT. DC
PBS00404	6	GATEWAY //C003 DO NOT USE SEE PBS00410
PKS00311	18	FUSE.MAIN.DC.SIZE 4.DC900V 800A SIBA
PKS00457	6	MODULE. INPUT/OUTPUT. //C035
STS00403	10	UNIT POWER SUPPLY TPWS
UAS00836	6	BEARING, WHEELSET, LEFT, TYP1, W/O CAP
UCS00103	8	VALVE , CONTROL . ELECTRICAL COUPLER
UCS00209	14	HOSE, PNEUMATIC
UCS00833	12	STOP,LATERAL,CMPTE
WCS00110	10	PRESSURE TRANSDUCER
WCS00321	6	PUMP WATER
WMS00002	6	PLATE, SENSOR, HAND DRIER, TMI/1911

Stock Code	SWT/Angel Qty	Description
WPS00011	6	JOINT
WPS00012	6	JOINT
WPS00601	6	O-RING, EPIDOR OR 58-4
WSS00433	12	CELL, PHOTO, EQUIPPED
WTS00005	11	TANK, INTERMEDIATE, H 600-A-PE
WVS00128	6	DO NOT USE. SEE WVS00117
WVS00130	6	VALVE,SLEEVE,DN15
XES00432	7	UNIT 'CALL FOR AID' WHEELCHAIR POSITION
XTS00023	6	CARD FRAMES CONNECTORS ACCESSORIES
XVS00002	10	INTERFACE CAR END DOOR
BDS00001	5	BRAKE RESISTOR COMPLETE 450 FLEET
CTS00301	6	UNIT, MAIN LIGHT. LHS
CTS00307	6	HOUSING,REAR.RHS.MAIN LIGHT MODULE
EBS00302	6	ACCESSORIES COMPLETE SET 75X FNC 2203 HR
GCS00011	10	SHOE GEAR & SHOE BEAM BOGIE ASSY.
HCS00123	5	GRILL AIR INTAKE COVER
IPS00001	30	CLADDING SIDE WINDOW LONG
IPS00251	5	CEILING ASSEMBLY CAB
JOS00802	6	DEVICE, UNLOCKING . EXTERIOR. SWT
JOS0081 O	7	LOCK , CMPTE
JSS00404	9	CARD PC104-MVB
OSS00331	10	HARNESS , WIRING . PORTAL 4KT LOCK
OSS00827	12	ROLLER GUIDE 20M PASSENGER RH DOOR LEAF
PAS00306	5	DETECTOR. AC. EARTH FAULT
PAS00422	5	DULE. SIBCOS-M9000
PKS00371	10	CONTACT. MIAN. CMPTE SET
PKS00452	6	CARD, ANALOGUE. INPUT/OUTPUT//G063
PKS00453	6	UNIT. SIGNAL PROCESSING
UAS00835	6	BEARING, WHEELSET, RIGHT, TYP1, W/O CAP
UCS00009	8	COUPLER, UC, CMPTE

Stock Code	SWT/Angel Qty	Description
UCS00101	8	CYLINDER, PNEUMATIC
UCS00210	14	HOSE, PNEUMATIC
UFS00805	10	LIFEGUARD DVR SEE UFS00807 STK EXHTD
UIS00221	11	EP VALVE SANDER UNIT 1/2" BSP
USS00924	16	SPRING, HELICAL. SET R-724N/MM
WCS00103	10	SAFETY PRESSURE REGULATOR
WCS00146	8	OBSOLETE - USE WHS00004
WCS00337	8	CONVERTOR,DC/DC.UNIVERSAL TOILET
WES00021	5	TOILET CONTROL UNIT
WES00024	5	UNIT, VACUUM, VT-H-600-DS
WMS00005	5	DO NOT USE - REFER TO WCS00231
WOS00129	6	PROXIMITY SENSOR 4MM NOT CONCISE
WVS00006	5	VACUUM PUMP FOR 086
XDS00702	8	DISPLAY INFO INTERIOR
XES00402	5	CONTROLLER INFORMATION SWT
ZES00031	20	ROPE
ACS00011	6	MODULE . AIR SUPPLY
ARS00105	6	SWITCH.PRESSURE.COMPRESSOR GOVERNOR
GCS00021	4	SHOARM , ASSY . A
HCS00402	13	CONTROLLER
IGS00077	4	WINDOW PANE. CMPTE. FOR MOUNTING, SWT 44
IPS00102	4	DO NOT USE. SEE IPS00101
IPS00148	5	COVER, DOOR POST, REAR, SP. G. VAR B
ISS00253	8	COVER, HEADREST, LEFT
JOS00321	15	BUZZER. MALLORY SC648ND.
JOS00381	6	STRIP, CONNECTOR, CMPTE
JOS00382	6	STRIP, CONNECTOR, CMPTE
JOS00827	4	GUIDE, ROLLER, CMPTE
JOS00853	4	DO NOT USE. SEE OSS00806
JSS00004	9	SEAT CO-DRIVERS

Stock Code	SWT/Angel Qty	Description
KOS00056	10	BUFFER
OFS00014	4	PANEL, COMPLETE
OGS00411	4	DO NOT USE. SEE JBS00383
OGS00938	4	KIT,SERVICE.CAB BACK DOOR
OSS00465	40	PUSHBUTTON , 'DOOR CLOSE' . INTERNAL
OSS00839	20	SWITCH, 444
PAS00456	4	CAPACITOR
PBS00302	4	DO NOT USE. SEE EOS00005
PKS00469		MODULE, TRANSDUCER. U/F. //G047
UCS00117	4	DAMPER, SUPPORT, VERTICAL, 23M
UUS00004	4	WEDGE-BEARING 450NMM HOLE DIA 45MM
WAS00015	4	WC SEAT HINGE STD. UNI.450 EXT 2
WBS00009	4	BASIN STD. UNI. 450 EXT 2
WCS00141	4	DOOR, SEVRICE, OUTER WALL
WCS00147	8	EXHAUST VALVE 0125
WCS00323	8	PUMP, SHURFLO 8005-991-837
WCS00338	12	CONTACT,DOOR LOCK.STANDARD TOILET
WFS00301	6	DELETED - USE WCS00277
WSS00452	10	INDICATOR,W CONECTOR."TOILET OUT OF USE"
WVS00108	12	AIR COCK
WVS00812	14	MOUNTINGS, SET, V2.0 OUTLET GATE VALVE
XPS00305	20	LOUDSPEAKER
BDS00303	4	PANEL. ISOLATION
BDS00312	9	BANK,RESISTOR.TYPE 2.BRAKE RESISTOR
EBS00123	4	TAILBOARD BK4R2 BLOCK LEFT
EBS00124	4	TAILBOARD BK4R2 BLOCK RIGHT
EIS00001	3	CABLE, POWER UNIT, COMPLETE
GBS00001	4	SHOEBEAM , BONDED ASSY . A
HCS00120	5	OUTLET, SOS, FOOT AREA
IHS00101	5	HANDLES, GRAB, SET

Stock Code	SWT/Angel Qty	Description
IPS00333	4	CEILING, SIDE. 1310
IPS00334	4	CEILING , SIDE . 960
IRS00111	4	RACK, LUGGAGE, L = 1969
ISS00205	12	FOAM, BACKREST, WITH KNOB SUPPORT R/H
JBS00147	4	DEVICE,UNLOCKING.CAB BACK DOOR
JIS00041	6	BLIND, FRONT ROLLER, DRIVERS SIDE
JOS00871	18	LOWER SWIVEL ARM. PASS & CAB DOOR
JSS00002	6	DRIVERS SEAT MODEL 738.45.31 (CL444 & 450
KLS00403	6	LAMP , ENERGY SAVING . 9W
KRS00012	3	CLIP , SPRING
KRS00015	3	ROLLER
KWS00441	3	PUMP, CIRCULATION . 3 PHASE 400V/50HZ
OGS00181	5	KIT,SERVICE.SALOON END DOOR
OGS00932	5	CABLE LOOM COMPLETE
OSS00843	4	SEAL, FRAME, ASSY
OSS00880	10	SENSOR, BEARING
PKS00373	8	DEIONIZER
PKS00448	6	PCB. BINARY INPUT. 110V//C087
PKS00470	14	FAN . SUB ASSY. SIBAS 32 84TE
PKS00476	3	PCB. INTERFERENCE CURRENT MONITORING
SGS00302	7	CONNECTOR DSD
UCS00006	8	COUPLER , MRP, CMPTE
UCS00245	10	COCK, 3 WAY
UCS00802	3	ANCHOR B . SHEAROUT DEVICE
UCS00803	3	ANCHOR , A . DEFORAMTION DEVICE
UFS00842	12	COLLAR
WCS00276	3	DO NOT USE. SEE WFS00011
WCS00603	10	HANDLE, GRAB, NEACO DF5806 RAL 2003
WCS00611	3	DO NOT USE
WCS00812	10	MOUNITINGS, SET V1.2 VACUUM PUMP

Stock Code	SWT/Angel Qty	Description
WCS00821	3	DO NOT USE. PLEASE USE EPS00038
WES00020	4	CONTROL UNIT WC UNI-LOO
WLS00461	10	PRESSURE TRANSDUCER CONTROLLER
WOS00128	4	LIMIT SWITCH 16A 250V AC
WOS00131	4	HANDLE
WOS00142	5	FRONT BEZEL ORANGE RAL 2003
WPS00104	4	PIPE, TOILET
WPS00602	6	O-RING, EPIDOR OR 68-4
WSS00414	10	TOILET FUNCTION PUSHBUTTON
WSS00416	3	DO NOT USE. PLEASE USE WSS00414
WTS00003	4	TANK, WATER, FRESH, 135L, TP
WVS00004	3	DO NOT USE. SUPERSEDED BY WES00063
WVS00135	6	VALVE, ELECTRICAL OP. 2/2 24V DC 7W 1/4"
WWS00003	4	TANK, WATER, WASTE, 205L, TP
XES00412	6	PANEL STAFF (TRAIN MANGERS CONTROL)
XTS00044	3	CABLES, TMO-CABINET SET, COMPLETE
ADS00001	4	DRYER. AIR. TWIN TOWER
AVS00122	8	VALVE. EP. UNCOUPLING
CHS00126	2	SLAT, CROSSING, 610MM
CVS00611	2	DO NOT USE. SEE CVS00614
CVS00827	2	DO NOT USE. SEE CVS00821
CVS00832	2	DO NOT USE. SEE CVS00830
CVS00854	2	DO NOT USE. SEE CVS00853
CVS00955	2	COVERING
CVS00973	2	COVER
EBS00112	4	BOX. FUSE
HDS00269	2	DUCT , AIR . NO.9 . CAR END
IFS00031	2	CARPET, ENTRANCE, 1.4X12M, SWT 23M
ILS00537	20	GRILL, 740MM
ILS00564	4	END PART OF LIGHT LINE 50-65

Stock Code	SWT/Angel Qty	Description
IPS00019	5	CLADDING SIDE NO WINDOW WITH COAT HOOK
IPS00165	2	CEILING PART, COMPLETE VAR A
IPS00173	4	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A
IPS00175	5	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A
IPS00337	2	CEILING , SIDE . MINI-BUFFET
IPS00338	2	CEILING , SIDE . TMO
IPS00361	2	STRIP , END WALL FLOOR
IPS00363	2	CEILING , FLAT. CMPTE. PART 1
IPS00365	2	CEILING , FLAT. CMPTE. PART 3
IPS00367	2	CEILING , SIDE . WITH COVER. 1770
IPS00372	2	DO NOT USE. SEE IPS00371
IPS00374	2	DO NOT USE. SEE IPS00373
IPS00376	2	DO NOT USE. SEE IPS00375
IPS00379	2	DO NOT USE. SEE IPS00378
IPS00383	2	DO NOT USE. SEE IPS00382
IPS00385	2	DO NOT USE. SEE IPS00384
IPS00389	2	DO NOT USE. SEE IPS00388
IRS00102	2	RACK, LUGGAGE, L = 1770
IRS00103	2	RACK, LUGGAGE, L = 1770
IRS00104	2	RACK, LUGGAGE, L = 1770
IRS00105	2	RACK, LUGGAGE, L = 1770
IRS00106	2	RACK, LUGGAGE, L = 1770
IRS00107	2	RACK, LUGGAGE, L = 1770
IRS00133	2	RACK , LUGGAGE , UH . 3 . 1230
IRS00134	2	RACK, LUGGAGE. 4. 1310
IRS00140	2	RACK, LUGGAGE, READING LAMP. 5
IRS00143	2	RACK, LUGGAGE , READING LAMP . 8
IRS00145	2	RACK, LUGGAGE, READING LAMP. 10
IRS00150	2	RACK , LUGGAGE . SECTION V1 . 1770
IRS00153	2	RACK, LUGGAGE. SECTION V1 . 1810

Stock Code	SWT/Angel Qty	Description
IRS00154	2	RACK, LUGGAGE . SECTION V2. 1810
ISS00155	12	SHELL, CENTRAL, R/H
ISS00164	12	ASSEMBLY,ARMREST,CENTRAL
ISS00251	32	COVER,HEADREST
ISS00447	2	CUSHION, SEAT, COMPLETE
ITS00065	11	PLUG, TABLE AXLE
ITS00081	4	TABLE, SLIDING UNIT, COMPLETE
JBS00843	6	DEVICE, LOCKING
JCS00404	3	COVERS, SECONDARY IP2X, SWT, W. COUNTER
JCS00405	3	COVERS, 2ND-ARY IP2X, SWT, W/OUT COUNTER
JOS00010	3	DOOR,SLIDING,R/H.EXTERIOR.SWT
JOS00033	4	LEAF, DOOR, CMPTE. UNPAINTED
JOS00034	4	LEAF, DOOR, CMPTE . UNPAINTED
JOS00826	12	ROLLER GUIDE 20M CAB&444 PAX&CAB RH DR
JOS00842	2	SEAL , FRAME TO DOOR , ASSY . CMPTE
JVS00732	10	WINDSCREEN , R.H CMPTE. WITH DEMISTER
KES00409	30	FUSE, FINE WIRE. 250V/2.5A 6.3 X 32
KES00430	6	CONVERTOR , DC/DC
KLS00401	3	BULB , HALOGEN
KOS00055	4	HINGE
KOS00059	2	DO NOT USE, IDENTICAL TO KOS00058
KWS00402	9	LAMP , ULTRA VIOLET .
OFS00013	4	DO NOT USE. SEE OFS00023
OGS00178	2	DO NOT USE - SEE OGS00932
OGS00180	3	ENCODER,CMPTE.SALOON END DOOR
OSS00811	10	LOCK, CMPTE
OSS00821	10	CHANNEL, GUIDE, CMPTE
OSS00841	2	PORTAL FRAME SEAL 444 PASSENGER DOOR
OSS00908	2	UNIT PNEUMATIC CONTROL, 444
PAS00314	3	CONTACTOR. PRECHARGING. DC

Stock Code	SWT/Angel Qty	Description
PAS00421	3	MODULE. SIBCOS-M1300
PAS00459	4	HOUSING . ATTACHMENT. FOR TEMP SENSOR
PBS00432	4	REPEATER MVB
PBS00433	5	MODULE MVB 1/O-COMPACT
PKS00012	2	CONTAINER G263.CMPTE .SWT 20M
PKS00401	2	FILTER. LINE
PKS00477	4	PCB. REED MONITOR, STAND ALONE
PKS00532	8	MODULE , DIODE
PKS00533	10	CONTACTOR. AUXILLARY. K91-K94
PKS00545	6	MODULE . POWER SUPPLY . DC110V A91
PKS00951	4	FLYSCREEN. AIR INTAKE
UCS00021	3	TUBE, A, COUPLER. CMPTE .
UCS00102	10	CYLINDER,UNCOUPLING
UCS00302	2	BOX, TERMINAL, COMPLETE, 23M
UCS00503	22	FILTER, AIR/ WATER SEPERATOR
UCS00801	6	ANCHOR, DEFORMATION DEVICE
UCS00845	10	COVER ASSY. INCLUDES MECHANISM
UUS0000?	4	WEDGE-BEARING 450NMM HOLE DIA 48MM
UUS00052	6	CASE, BEARING
UUS00301	3	DEFLECTOR OBSTACLE CMPTE
WBS00801	9	MOUNTING, SET, V3.2 BOWL
WCS00149	2	COVER, FLOOR. LINOLEUM
WCS00265	2	SHROUD, BOWL
WCS00268	6	RUNNER
WCS00345	6	MOTOR, REDUCER, TIPO GR 63X55 WL2 ELMEQ
WLS00304	16	SWITCH, FLOAT, EQUIPPED, PSS7-15S
WOS00104	20	INTERNAL PLASTIC PART FOR LOCK
WOS00143	5	BEZEL , FRONT . OPEN . BRAILLE
WPS0000S	2	THREAD SEAL, DO NOT USE, USE YCS00018
XES00413	28	PANEL STAFF (DOOR COMMUNICATION UNIT)

Stock Code	SWT/Angel Qty	Description
XES00425	4	MODULE, POWER SUPPLY
XES00454	10	CARD , MEMORY . 64MB
XTS00045	20	POLYCARB DOME CAMERA SPACER CL450+17
APS00020	10	COMPRESSOR DELIVERY HOSE
BVS00109	2	VALVE. RELAY. WITH PNEUMATIC PORTION
CTS00306	6	HOUSING,REAR.LHS.MAIN LIGHT MODULE
CTS00331	12	UNIT, MARKER LIGHT. LED
CVS00807	2	PLATE, BRIDGE
CVS00824	1	DO NOT USE. SEE CVS00823
CVS00934	1	DO NOT USE. SEE CVS00933
CVS00981	3	COMPOUND , ANTI-SLIP
EBS00301	2	TRAY COMPLETE WITH BATTERY
EIS00101	2	BUS-LINE, SHORT
HCS00012	3	COVER PLATE, ARCHED
HCS00141	2	ASSEMBLY, AIR-CHANNEL
HDS00207	2	DUCT AIR HVAC 7
HDS00262	2	DUCT, AIR. NO.2. CONNECTION AC UNIT
HDS00263	2	DUCT , AIR . NO.3 . 1ST CLASS DOOR
HDS00264	2	DUCT, AIR. NO.4. BOTH ENDS OPEN
HDS00267	2	DUCT, AIR . NO.7. UNI-WC CONNECTION
IFS00011	2	CARPET ENTRANCE 1.7M X 11M ROLL SWT
IHS00208	2	STANCHION, GRAB POLE, COMPLETE
ILS00535	10	REFLECTOR, 867MM
ILS00538	16	GRILL, 867MM
ILS00539	4	GRILL, 682MM
ILS00562	4	END PART OF LIGHT LINE 110-140
IPS0000S	5	CLADDINGS SIDE LONG 2
IPS00145	2	FLAP, ACCESS, DOOR DRIVE WITH SENSOR
IPS00153	4	COVER, END, DOOR MECHANISM, REAR, VAR E
IPS00183	4	PANEL, DOOR PILLAR, FRONT RIGHT, 444

Stock Code	SWT/Angel Qty	Description
IPS00211	4	CEILING FRONT COMPLETE
IPS00343	2	CEILING , SIDE. CAR END
IPS00349	2	SECTION, PLUG-IN. BICYCLE RACK
IPS00353	2	CEILING , END. CMPTE. 3
IPS00377	2	CEILING SIDE.1230MM,LH
IRS00139	2	RACK , LUGGAGE , READING LAMP . 4
IRS00148	2	RACK , LUGGAGE , READING LAMP . 13
IRS00157	2	RACK LUGGAGE , RIGHT HAND. 1310
ISS00011	2	SEAT, TMO
ISS00140	1	FRAME , CMPTE
ISS00147	1	FRAME, CMPTE
ISS00154	12	SHELL, CENTRAL, UH
ISS00157	17	SHELL, SIDE, UH, PROVIDED FOR RECLINING
ISS00444	1	SEAT, PEDESTAL, COMPLETE
ITS00031	6	TABLE, SHORT, 1ST CLASS
JBS00011	4	PANEL DOOR LEFT SWT
JBS00062	2	DOORLEAF, COMPLETE, SWT
JBS00148	4	UNIT,CABLE CMPTE.CAB BACK DOOR
JBS00803	2	DOOR GUIDING, COMPLETE
JBS00816	4	LOCK
JCS00406	2	COVERS, 2ND-ARY IP2X, SWT23M, W. COUNTER
JIS00031	8	ROLLER BLIND SECOND MAN SIDE FRONT
JIS00051	6	ROLLER BLIND SECOND MAN SIDE FRONT
JKS00133	6	SWITCH CONTROL SWT
JOS00112	15	CYLINDER, PNEUMATIC , CMPTE
JOS00302	9	DRIVE COMPLETE UH
JOS00336	4	PANEL, CONTROLLER, WIRING HARNESS
JOS00339	4	HARNESS ,WIRING.UNLOCKING DEVICE EXT.
JSS00819	6	HEAD REST, CO DRIVERS SWT
KCS00001	1	DISPENSER, CUP

Stock Code	SWT/Angel Qty	Description
KES00410	1	TRANSFORMER , 400V/14.4A 10KVA
KES00413	6	HOLDER , FUSE
KES00419	3	RELAY, 230V/AC
KFS00001	1	EXTINGUISHER, FIRE
KFS00011	1	KIT, FIRST AID
KLS00406	6	COVER, LAMP . CEILING LIGHT
KOS00053	2	LOCK , WITH NUTS
KPS00259	1	PANEL, DOOR
KRS00016	3	RAIL, SLIDE,. LOWER TWIN
KRS00026	3	SHELF,LOWER.REFRIGERATOR
KWS00301	3	INDICATOR, LEVEL. WATERTANK
OFS00801	1	DO NOT USE. SEE OGS00804
OPS00029	1	CABLE, LINK, SM, 4P0L SCR BOTH SIDES 6PL
OSS00061	1	PANEL SINGLE SLIDING PLUG DOOR, 444
OSS00302	10	DRIVE COMPLETE WITH BOWDEN CABLE UH
OSS00315	2	HARNESS WIRE, 444
OSS00382	10	SPRING, 444
OSS00907	2	UNIT PNEUMATIC CONTROL, 444
OSS00920	10	SPRING, 444
OTS00001	1	DOORLEAF, COMPLETE
OTS00016	1	GUIDE,FLOOR.TMO DOOR
OTS00017	1	RUBBER,INSIDE.TMO DOOR
PAS00342	5	CONTACTOR. BATTERY OUTPUT DIRECT
PAS00454	6	FAN
PAS00463	6	SENSOR. TEMPERATURE
PBS00406	4	FAN SUB-ASSY FOR CCU SIBAS 32 TYPE 3
PBS00426	6	MODULE POWER SUPPLY 24V/11av
PBS00430	6	MODULE, DIGITAL INPUT 16 X 24V 7.5MA
PKS00313	6	DISCONNECTOR. RM00?S.1700-514.
PKS00513	10	UNIT. RESISITOR. R21 .

Stock Code	SWT/Angel Qty	Description
SBS00401	10	PUSHBUTTON ACKNOWLEDGE AWS
UCS00031	2	TUBE,B,COUPLER.CMPTE
UCS00203	14	HOSE, PNEUMATIC
UCS00242	14	CONNECTION , QUICK COUPLING
UIS00430	10	SWITCH , PRESSURE
UUS00060	16	STONE,GROOVE
UUS00305	8	D/S ANTI-CLIMB BLOCK
UUS00821	16	BAR, GUIDE. TORSION BAR
WBS00202	9	SET, GASKET, V1.1 BOWL
WCS00266	1	FLOORING
WCS00632	2	GRABRAIL
WCS00813	6	NOZZLE, SPRAY
WCS00841	4	PADLOCK, WITH CONNECTOR
WES00015	1	CONTROL BOARD STD.450 EXT 2
WLS00303	16	SWITCH, FLOAT, EQUIPPED, PSS?-UV
WMS00004	5	DOOR MIRROR CABINET R/H CMPTE STD LOO
WOS00041	1	DOOR , SERVICE
WOS00124	2	GEARBOX WITH MOTOR T.3.1 WITH CONNECTOR
WPS00001	14	CONNECTION, BOWL, V3.0, STRAIGHT
WPS00101	5	TUBE, OUTLET, 83MM
WPS00111	3	PIPE, FOR WASH BASIN, LONG
WVS00111	10	SOLENOID VALVE 3/2
WVS00114	10	DRAINAGE BALL VALVE
WVS00132	3	VALVE,REDUCED,1/2",F-F,NORGREN 601112148
WWS00002	5	TANK, WATER, WASTE, EQUIPPED, 205L TP
XDS00703	12	DISPLAY INFO SIDE
XDS00705	6	DISPLAY INFO FRONT
XRS00438	3	CABLE , 8M . GPS
XRS00439	3	CABLE, 8M . GSM . NORMAL CONNECTOR
XRS00440	3	CABLE, 5.5M . GSM . NORMAL CONNECTOR

Stock Code	SWT/Angel Qty	Description
XTS00047	3	CABLE CONNECTION KIT (CL450 + 17 BUILD)
ADS00501	50	KIT, FILTER . COALESCANT . AIR DRYER
ARS00101	18	COCK, ISOLATING. MAIN RESERVOIR PIPE
AVS00501	10	VALVE, CHECK
BDS00311	3	BANK,RESISTOR.TYPE 1.BRAKE RESISTOR
BDS00402	6	BLOWER
BVS00110	2	VALVE. RELAY. WITH PNEUMATIC PORTION
BVS00111	2	VALVE . RELAY . WITH PNEUMATIC PORTION
BVS00143	11	COCK . ISOLATING . BC . 3/4"
CHS00105	10	STEPS, WITH HELICOIL LOGO L = 955MM
CHS00106	10	STEPS, WITH HELICOIL LOGO L = 955MM
CHS00121	2	SLAT, CROSSING, 1008MM
CHS00122	2	SLAT, CROSSING, 1008MM
CHS00123	2	SLAT, CROSSING, 700MM
CHS00124	2	SLAT, CROSSING, 693MM
CHS00125	2	SLAT, CROSSING, 602MM
CHS00127	2	SLAT, CROSSING, 245MM
CTS00302	6	UNIT, MAIN LIGHT. RHS
CVS00031	1	PLATE, COATED
CVS00035	1	PLATE , COATED
CVS00036	1	PLATE, COATED
CVS00037	1	PLATE , COATED
CVS00617	1	ROPE,LIMITING.GANGWAY FRONTEND
CVS00826	1	LEDGE, SLIDING
CVS00914	1	BELLOWS, CORRUGATED, COMPLETE
CVS00972	2	COVER
GCS00022	4	SHOEARM , ASSY . A
HCS00077	7	SWITCH, LOW PRESSURE
HCS00112	1	OUTLET, SGP, FOOT AREA
HCS00113	1	FUNNEL, LEFT

Stock Code	SWT/Angel Qty	Description
HCS00114	1	BOX, MIX-AIR, LEFT
HCS00115	1	BOX, MIX-AIR, RIGHT
HCS00116	1	FUNNEL, RIGHT
HCS00117	1	BOX, RETURN-AIR, COMPLETE
HCS00142	5	OUTLET, SGP, FOOT AREA
HCS00143	1	FUNNEL, LEFT
HCS00145	1	BOX, MIX-AIR, RIGHT
HCS00146	1	FUNNEL, RIGHT
HCS00316	4	POWER PACK, 24VA
HCS00404	5	PANEL, CONTROL
HDS00208	2	DUCT AIR HVAC 8
HDS00211	2	DUCT AIR HVAC 11
HDS00212	2	DUCT AIR HVAC 12
HDS00213	2	DUCT AIR HVAC 13
HDS00251	2	DIFFUSER AIR CEILING
HDS00274	2	DUCT, FRESH AIR
IAS00504	2	DOOR, ACCESS
IFS00603	4	TAPE ADHESIVE 0.32M X 153M ROLL
IGS00001	10	CONSOLE, WIELDED
IGS00002	10	SUSPENSION, CONSOLE DOOR
IGS00026	10	PLATE, MOUNTING
IGS00046	10	COVER, SHEET METAL
IGS00052	13	ROD, SUPPORT, CONSOLE, EG
IGS00053	13	ROD, SUPPORT, CONSOLE, WG
IGS00063	10	JOINT, DOWN TSKW, FROM FRONT (AS DRAWN)
IGS00067	10	ANGLE, WITH BOLT
IGS00075	20	PLATE, MOUNTING
IHS00205	12	MASKING SHAFT
IHS00206	2	ASSEMBLY 2, DISABLED AREA
IHS00207	2	STANCHION, GRAB POLE, COMP. UNI WC MINIBAR

Stock Code	SWT/Angel Qty	Description
IHS00209	4	STANCHIONS, DISABLED AREA
ILS00529	4	GRILL, 1260MM
ILS00536	4	REFLECTOR, 682MM
ILS00552	100	FLUORESCENT TUBE, 18W
ILS00556	10	LIGHT, 867MM
ILS00557	4	LIGHT, 682MM
ILS00563	4	END PART OF LIGHT LINE 57-73
ILS00565	4	END PART OF LIGHT LINE 42-52
ILS00566	4	END PART, TMO
ILS00567	4	END PART OF LIGHT LINE 30, TMO
ILS00568	4	WIRING
IPS00004	5	CLADDING SIDE WINDOW 1ST CLASS
IPS00013	2	CLADDING SIDE WINDOW SHORT TMO
IPS00040	2	END-COVER DOOR MECHANISM TOP OH VF
IPS00043	1	COVER, END, DOOR MECHANISM, FRONT, VAR A
IPS00044	4	COVER, END, DOOR MECHANISM, FRONT, VAR B
IPS00045	1	COVER, END, DOOR MECHANISM, FRONT, VAR D
IPS00046	1	COVER, END, DOOR MECHANISM, FRONT, VAR F
IPS00047	1	COVER, END, DOOR MECHANISM, FRONT, VAR G
IPS00052	2	CLADDING, SIDE, WINDOW, DESTINATION
IPS00054	1	CLADDING, SIDE, WIN, DEST, PROP RIGHT
IPS00055	6	CLADDING, SIDE, PROP, LEFT AND RIGHT
IPS00058	12	CLADDING, SIDE, PROP, RIGHT, BOX
IPS00059	12	CLADDING, SIDE, PROP, LEFT, BOX
IPS00060	1	CLADDING, TABLE 1, PROP L & R, W. SOCKET
IPS00061	1	CLADDING, TABLE 2, PROP L & R, W. SOCKET
IPS00062	1	CLADDING, TABLE 3, PROP L & R, W. SOCKET
IPS00063	1	CLADDING, TABLE 4, PROP L & R, W. SOCKET
IPS00064	2	CLADDING, SIDE, TABLE 1, PROP L & R
IPS00065	2	CLADDING, SIDE, TABLE 2, PROP L & R

Stock Code	SWT/Angel Qty	Description
IPS00066	2	CLADDING, SIDE, TABLE 3, PROP L & R
IPS00067	2	CLADDING, SIDE, TABLE 4, PROP L & R
IPS00068	1	CLADDING, SIDE, WINDOW TABLE 6 BOX RIGHT
IPS00069	1	CLADDING, SIDE, WINDOW TABLE 5 BOX LEFT
IPS00070	3	CLADDING, SIDE, SHORT
IPS00071	1	CLADDING, SIDE, WINDOW, SHORT, TMO
IPS00072	2	CLADDING, SIDE, WIN, SHORT, PROP, L & R
IPS00073	1	CLADDING, SIDE, SHORT, BOX , LEFT
IPS00074	1	CLADDING, SIDE, SHORT, BOX, RIGHT
IPS00075	1	CLADDING, SIDE, WIN, SHORT, W/CHAIR 2
IPS00076	1	CLADDING, SIDE, WIN, SHORT, W/CHAIR 1
IPS00077	1	CLADDING, SIDE, WINDOW, SHORT, TABLE 1
IPS00078	1	CLADDING, SIDE, WINDOW, SHORT, TABLE 2
IPS00079	1	CLADDING, SIDE, WINDOW, SHORT, TABLE 3
IPS000B0	1	CLADDING, SIDE, WINDOW, SHORT, TABLE 4
IPS00081	1	CLADDING, SIDE, WINDOW, SHORT, TABLE 5
IPS00083	2	CLADDING, SIDE, NO WIN. 310MM, 1ST CLASS
IPS00084	1	CLADDING, SIDE, NO WINDOW, 310MM
IPS00085	1	CLADDING, SIDE, NO WINDOW, 310MM
IPS00086	1	CLADDING, SIDE, NO WINDOW, 310MM
IPS00087	1	CLADDING, SIDE, NO WINDOW, 310MM
IPS00088	8	CLADDING, SIDE, NO WINDOW, 450MM
IPS00089	2	CLADDING, SIDE, NO WINDOW, 485MM
IPS00144	2	COVER, DOOR MECHANISM
IPS00146	6	COVER, DOOR POST, REAR, W. G. VAR A
IPS00147	1	COVER, DOOR POST, REAR, W. G. VAR C
IPS00150	1	COVER, END, DOOR MECHANISM, REAR, VAR A
IPS00151	1	COVER, END, DOOR MECHANISM, REAR, VAR B
IPS00152	1	COVER, END, DOOR MECHANISM, REAR, VAR C
IPS00154	1	COVER, END, DOOR MECHANISM, REAR, VAR G

Stock Code	SWT/Angel Qty	Description
IPS00155	1	DOOR STOP
IPS00156	1	COVER, END, DOOR MECHANISM, REAR, VAR D
IPS00157	4	COVER, END, DOOR MECHANISM, REAR, VAR F
IPS00158	2	COVER, END, DOOR MECHANISM, VAR A
IPS00159	5	COVER, END, DOOR MECHANISM, VAR A
IPS00160	2	COVER, END, DOOR MECHANISM, VAR B
IPS00161	2	COVER, END, DOOR MECHANISM, VAR C
IPS00162	1	COVER, END, DOOR MECHANISM, VAR E
IPS00163	4	COVER, END, DOOR MECHANISM, VAR B
IPS00164	1	COVER, END, DOOR MECHANISM, VAR D
IPS00166	2	CEILING PART, COMPLETE VAR B
IPS00167	4	CEILING PART, COMPLETE VAR C
IPS00168	1	CEILING PART, COMPLETE VAR D
IPS00169	1	CEILING PART, COMPLETE VAR E
IPS00178	4	PANEL, ACCESS, PANEL, CO-DRIVER SIDE 444
IPS00179	4	PANEL, COVER, DOOR DRIVE LEFT, 444
IPS00180	4	PANEL, COVER, DOOR DRIVE RIGHT, 444
IPS00182	4	PANEL, DOOR PILLAR, FRONT LEFT, 444
IPS00184	4	PANEL, DOOR PILLAR, REAR LEFT, 444
IPS00185	4	PANEL, DOOR PILLAR, REAR RIGHT, 444
IPS00331	2	CLADDING , COMPLETE . END WALL 3
IPS00336	4	CEILING, SIDE. PARTITION WALL
IPS00341	2	CEILING , SIDE. BICYCLE RACK
IPS00342	2	CEILING , SIDE. END CAMERA
IPS00345	30	SPRING , SIDE, CMPTE. NARROW
IPS00346	2	SECTION , PLUG-IN . TMO
IPS00347	2	SECTION, PLUG-IN . MINI BUFFET
IPS00348	2	SECTION , PLUG-IN . CAR END
IPS00350	2	SECTION, PLUG-IN. 1ST PARTITION WALL
IPS00351	2	SECTION, PLUG-IN. 2ND PARTITION WALL

Stock Code	SWT/Angel Qty	Description
IPS00352	2	CEILING , END. CMPTE . 1
IPS00354	2	CEILING , END. BICYCLE RACK
IPS00355	2	STOP
IPS00356	2	STOP, HIGH
IPS00357	2	STOP , CMPTE . WC
IPS00358	2	BRACKET, MOUNTING. END WALL CLADDING
IPS00359	2	DEVICE, LOCATING. END WALL
IPS00360	2	BRACKET, MOUNTING . END WALL CLADDING
IPS00362	2	CONSOLE, FLAT. CEILING
IPS00366	2	CEILING , FLAT. CMPTE. PART 4
IPS00378	2	CEILING SIDE.181 0MM,LH
IPS00380	2	CEILING SIDE.1770MM,LH.
IPS00381	2	DO NOT USE. SEE IPS00380
IPS00386	2	BRACKET,MOUNTING
IPS00387	2	BRACKET,MOUNTING
IPS00390	2	CEILING,FLAT,PREMOUNTED.AIR DUCT 3
IPS00561	1	WALL, CORRIDOR, EXCLUDING DOOR
IPS00562	1	WALL, CORRIDOR, PROFILE
IPS00566	1	PANEL, AISLE
IPS00573	1	WALL, AISLE. 2
IRS00131	2	RACK , LUGGAGE , R/H . 1 . 960
IRS00136	2	RACK, LUGGAGE, READING LAMP . 1
IRS00137	2	RACK, LUGGAGE , READING LAMP. 2
IRS00138	2	RACK, LUGGAGE , READING LAMP . 3
IRS00141	2	RACK, LUGGAGE , READING LAMP. 6
IRS00142	2	RACK, LUGGAGE, READING LAMP. 7
IRS00144	2	rACK, LUGGAGE, READING LAMP. 9
IRS00146	2	RACK , LUGGAGE , READING LAMP . 11
IRS00147	2	RACK, LUGGAGE , READING LAMP. 12
IRS00149	2	RACK, LUGGAGE, READING LAMP. 14

Stock Code	SWT/Angel Qty	Description
IRS00152	2	RACK , LUGGAGE . SECTION V3 . 1770
IRS00155	2	RACK LUGGAGE , LEFT HAND . 960
IRS00158	2	RACK LUGGAGE , LEFT HAND . 1770
IRS00159	2	RACK LUGGAGE , RIGHT HAND . 1770
IRS00731	12	GLASS , LUGGAGE RACK , VAR 1 . 860
IRS00732	20	GLASS, LUGGAGE RACK, VAR 2. 1120
IRS00733	3	GLASS , LUGGAGE RACK , VAR 3 . 1130
IRS00734	8	GLASS, LUGGAGE RACK, VAR 4. 1210
IRS00736	8	GLASS, LUGGAGE RACK, VAR 6. 1710
18800138	1	FRAME , CMPTE
18800139	1	FRAME, CMPTE
18800148	1	PEDESTAL, SEAT. CMPTE
18800175	25	COVER, LEFT. CMPTE
18800218	1	SEAT SHELL.CENTRAL RH
18800219	1	SEAT SHELL.CENTRAL RH
18800241	16	ASSEMBLY,HEADREST
18800242	4	ASSEMBLY, HEADREST, W. R/H GRAB HANDLE
18800252	8	COVER, HEADREST, RIGHT
18800404	5	FRAME, TUBE, COMPLETE
18800405	2	FRAME, TUBE, COMPLETE
18800406	2	FRAME, TUBE, COMPLETE
18800407	2	FRAME, TUBE, COMPLETE
18800408	2	FRAME, TUBE, COMPLETE
18800409	2	FRAME, TUBE, COMPLETE
18800411	3	FRAME, TUBE, COMPLETE
ISS00412	4	FRAME, TUBE, COMPLETE
ISS00413	2	FRAME, TUBE, COMPLETE
ISS00415	2	FRAME, TUBE, COMPLETE
ISS00416	2	FRAME, TUBE, COMPLETE
ISS00417	2	FRAME, TUBE, COMPLETE

Stock Code	SWT/Angel Qty	Description
ISS00418	2	FRAME, TUBE, COMPLETE
ISS00419	5	FRAME, COMPLETE
ISS00420	3	FRAME, COMPLETE
ISS00421	2	FRAME, COMPLETE
ISS00422	3	FRAME, COMPLETE
ISS00423	4	FRAME, COMPLETE
ISS00424	5	FRAME, COMPLETE
ISS00425	2	FRAME, COMPLETE
ISS00426	3	FRAME, COMPLETE
ISS00427	2	FRAME, COMPLETE
ISS00442	1	FRAME, TUBE, COMPLETE
ISS00443	1	FRAME, COMPLETE
ISS00452	2	FRAME
ISS00458	48	BACKREST LOCKING PIN SPRING
ISS00471	1	FRAME , TUBE , CMPTE
ISS00472	1	FRAME, TUBE , CMPTE
ISS00473	1	FRAME, TUBE, CMPTE
ISS00474	1	FRAME, TUBE , CMPTE
ISS00477	6	FRAME , TUBE , CMPTE
ISS00481	1	FRAME , TUBE , CMPTE
ISS00482	1	FRAME , TUBE , CMPTE
ISS00487	1	FRAME , TUBE , CMPTE
ISS00488	1	FRAME , TUBE , CMPTE
ISS00489	1	FRAME , TUBE , CMPTE
ISS00492	1	FRAME , TUBE , CMPTE
ISS00493	1	FRAME , TUBE , CMPTE
ISS00495	1	FRAME , TUBE , CMPTE
ISS00496	1	FRAME , TUBE , CMPTE
ISS00497	1	FRAME , TUBE , CMPTE
ISS00498	1	FRAME , TUBE , CMPTE

Stock Code	SWT/Angel Qty	Description
ISS00499	1	FRAME , TUBE , CMPTE
ITS00066	100	PLUG, LEG, COVERS FLOOR SCREWS
JBS00001	4	PANEL, DOOR, LEFT, ATC
JBS00005	2	PANEL, COMPLETE
JBS00061	2	DOORLEAF, COMPLETE, SWT
JBS00141	2	GUIDE,FLOOR.CAB BACK DOOR
JBS00142	2	STEP.CAB BACK DOOR
JBS00146	2	PANEL,CMPTE.CAB BACK DOOR
JCS00101	1	DOOR, +114, MOUNTED WITH COMPS+ WIRED
JCS00102	1	DOOR, +115, MOUNTED WITH COMPS+ WIRED
JCS00201	6	DOOR, 1800X600MM, PLATE AND PAINTED ONLY
JCS00401	4	SET, WIRING, OTMR, CONNECTED WITH PLUGS
JGS00007	18	INDICATOR BRAKING/TRACTIVE EFFORT
JKS00111	6	ENCODER
JOS00058	1	PANEL, DOOR, FRAME PAINTED , 444
JOS00101	13	PANEL PNEUMATIC R/H FGE SWT
JOS00301	9	DRIVE COMPLETE R/H
JOS00334	4	HARNESS, WIRING . X4
JOS00801	6	DEVICE, UNLOCKING. INTERIOR. SWT
JVS00023	3	TANK, WASHER
JVS00030	8	TANK,WASHER
JVS00031	8	CONNECTING PIECE,WASHER TANK.
JWS00721	20	WINDSCREEN , UH . CMPTE. SWT
KES00401	3	CIRCUIT-BREAKER , AUTOMATIC. 1 PIN C2A
KES00402	3	CIRCUIT-BREAKER, AUTOMATIC . 3 PIN C2A
KES00403	3	CIRCUIT-BREAKER, AUTOMATIC. 1 PIN B10A
KES00405	3	CIRCUIT-BREAKER , 4 PIN . 25A/30MA
KES00406	3	SIGN , COMPLETE SET
KES00411	3	SWITCH, AUXILLARY
KES00414	6	TERMINAL, FUSE. 4MMSQ. WITH LED

Stock Code	SWT/Angel Qty	Description
KES00421	3	RELAY, 24V/DC
KES00422	3	SOCKET , RELAY , FOR 29695
KES00423	3	RELAY 24V/DC
KES00424	3	RELAY 24V/DC
KES00425	3	SOCKET, RELAY. WITH RETAINING SPRING
KES00426	3	RELAY 24V/DC
KES00427	3	RELAY , TIME LAG . 12-60V
KES00429	3	CONTROLLER , CAM . 3 PIN 20A
KES00432	6	ENCLOSURE, PC 97-6-M. GREY COVER
KES00434	3	CONNECTOR. WIPER MOTOR
KES00436	3	CONNECTOR, FUSE FRAME . WIPER MOTOR
KLS00404	3	INVERTOR , LIGHTING . CEILING 110V/DC
KLS00405	3	LIGHT, CMPTE . CEILING. 110V/DC
KOS00011	1	DOOR, ASSY
KOS00021	1	DOOR, ASSY
KOS00054	2	DO NOT USE. SEE KOS00060
KOS00058	2	LATCH , CYLINDER
KOS00061	1	HINGE, ASSY
KOS00801	1	LIP, CARRIAGE KEY
KPS00205	1	BOX , ASSY . ROLLER SHUTTER
KPS00209	2	FILLER
KPS00210	2	FILLER
KPS00211	2	BUMPER
KPS00212	2	FRAME , PRICE LIST
KPS00213	2	FRAME , PRICE LIST
KPS00214	2	FRAME , PRICE LIST
KPS00215	10	COVER , PRICE LIST
KPS00216	2	FILLER
KPS00219	1	PANEL, ASSY
KPS00220	1	PANEL, ASSY

Stock Code	SWT/Angel Qty	Description
KPS00222	1	PANEL, ASSY
KPS00225	1	PANEL, ASSY. 80
KPS00237	1	PANEL, ASSY
KPS00238	1	PANEL, ASSY
KPS00240	1	PANEL, ASSY. SHELF
KPS00241	1	PANEL, ASSY. SHELF
KPS00242	11	PANEL, ASSY. SHELF
KPS00243	1	PANEL, ASSY. SHELF
KPS00245	1	PANEL, ASSY. SHELF
KPS00246	1	PANEL, ASSY. SHELF
KPS00252	1	PANEL, ASSY. SHELF
KPS00253	1	PANEL. 30
KPS00254	1	PANEL. 40
KPS00255	1	PANEL. 50
KPS00256	1	PANEL, FILL. ASSY
KPS00261	1	PANEL, DOOR , ASSY
KPS00266	1	RAIL, ASSY.
KPS00267	1	PANEL, ASSY. 10
KPS00270	1	DUCT, ASSY
KPS00271	1	PANEL, ASSY
KPS00272	1	DRAWER, CASH . ASSY
KPS00274	1	PANEL, ASSY. SHELF
KPS00275	1	PANEL, ASSY. SHELF
KPS00277	1	PANEL, ASSY. SHELF
KPS00278	1	PANEL, ASSY. SHELF
KPS00279	1	PANEL, ASSY. SHELF
KPS00280	1	PANEL, ASSY. SHELF
KPS00281	1	PANEL, CORNER, ASSY
KPS00282	1	PANEL. 60
KPS00284	1	PANEL. 80

Stock Code	SWT/Angel Qty	Description
KPS00286	1	PANEL, ASSY. ACES
KPS00287	1	STOP , ASSY . WASTE DOOR
KPS00288	1	PANEL, ASSY. 320
KRS00014	3	GUIDE, SLIDING . TOP. POLYSTONE GREY
KRS00017	3	PIECE, END
KRS00018	3	SCREW , KNURLED
KRS00024	3	ROD, FLAT
KRS00025	3	DOOR,GLASS,INSULATION.L/H
KRS00027	3	BAR,HOLE.REFRIGERATOR
KRS00028	3	COVER,LOWER.REFRIGERATOR
KRS00029	10	SHELF,GLASS DISPLAY UNIT.
KSS00031	3	ROSETTE, INSIDE. FOR SHUTTER
KWS00302	3	INDICATOR, LEVEL. PRESS FOR VIEW
KWS00403	3	WIPER , ULTRAHILOET
OFS00001	1	DOORLEAF, COMPLETE
OFS00004	1	PANEL, COMPLETE
OFS00811	1	DOOR GUIDING, COMPLETE, SWT
OFS00932	1	KIT, SERVICE, COMPLETE
OGS00132	1	GUIDE,FLOOR.SALOON PARTITION DOOR
OGS00133	4	GUIDE,FLOOR.SALOON END DOOR
OGS00134	6	STEP.SALOON END DOOR
OGS00135	4	STEP.SALOON END DOOR
OGS00161	4	PARTITION ,CMPTE.SALOON END DOOR
OGS00162	4	PARTITION ,CMPTE.SALOON END DOOR
OGS00163	4	PARTITION ,CMPTE.SALOON END DOOR
OGS00164	4	PARTITION ,CMPTE.SALOON END DOOR
OGS00165	4	WALL.CMPTE.SALOON END DOOR
OGS00166	4	WALL.CMPTE.SALOON END DOOR
OGS00167	1	PARTITION ,CMPTE.SALOON PARTITION DOOR
OGS00168	1	PARTITION ,CMPTE.SALOON PARTITION DOOR

Stock Code	SWT/Angel Qty	Description
OGS00169	1	PARTITION ,CMPTE.SALOON PARTITION DOOR
OGS00170	1	PARTITION ,CMPTE.SALOON PARTITION DOOR
OGS00171	2	GUIDE,FLOOR.BODY END DOOR
OGS00172	2	STEP,INSIDE.BODY END DOOR
OGS00173	2	STEP,OUTSIDE.BODY END DOOR
OGS00177	3	GUIDE,CMPTE.SALOON END/PARTITION DOOR
OGS00191	2	GUIDE,CMPTE.SALOON END/PARTITION DOOR
OGS00804	1	DOOR GUIDING, COMPLETE
OPS00030	2	CABLE, LINK, 2M, 6P0L SCR BOTH SIDES 6PL
OSS00010	16	DOOR , DOUBLE SLIDING , ASSY. SWT
OSS00032	12	PANEL,DOOR.CMPTE.SWT
OSS00036	8	PANEL, DOOR . CMPTE . SWT
OSS00044	4	PANEL, DOOR . CMPTE. UNPAINTED
OSS00065	2	PANEL DOOR COMPLETE, 444
OSS00301	10	DRIVE COMPLETE WITH BOWDEN CABLE R/H
OSS00305	2	DRIVE COMPLETE, 444
OSS00306	2	DRIVE COMPLETE, 444
OSS00310	2	HARNESS WIRE, 444
OSS00313	2	HARNESS WIRE, 444
OSS00314	2	HARNESS WIRE, 444
OSS00317	2	HARNESS WIRE, 444
OSS00318	2	HARNESS WIRE, 444
OSS00319	2	HARNESS WIRE, 444
OSS00321	2	HARNESS WIRE, 444
OSS00322	2	HARNESS WIRE, 444
OSS00323	2	HARNESS WIRE, 444
OSS00324	2	HARNESS WIRE, 444
OSS00325	2	HARNESS WIRE, 444
OSS00326	2	HARNESS WIRE, 444
OSS00327	2	HARNESS WIRE, 444

Stock Code	SWT/Angel Qty	Description
OSS00328	2	HARNESS WIRE, 444
OSS00329	2	HARNESS WIRE, 444
OSS00330	2	HARNESS WIRE, 444
OSS00703	10	PANE WINDOW, 444
OSS00828	10	TUBE, GUIDE
OSS00842	8	SEAL , FRAME TO DOOR , CMPTE
OSS00853	5	BRACKET LOCKING, 444
OSS00854	5	BRACKET LOCKING, 444
OSS00936	2	UNIT SPEAKER, 444
OTS00015	1	RUBBER,LEADING EDGE.TMO DOOR
OTS00019	1	GUIDE,CMPTE.TMO DOOR
PAS00312	12	DIODES, DC OUTPUT
PAS00321	2	CHOKE, LINE. DC
PAS00361	3	BANK. CAPACITOR
PAS00432	5	BLOWER.MAIN
PAS00458	4	HOUSING . ATTACHMENT. FOR FAN
PBS00429	4	MODULE ANALOGUE OUTPUT 4 X +/- 10V
PBS00434	4	CONNECTOR MVB TERMINATING
PES00301	14	DEVICE, GROUNDING
PKS00312	5	ARRESTOR, SURGE
PKS00438	9	MODULE, POWER SUPPLY .110+/-15V//C129
PKS00439	9	MODULE, POWER SUPPLY. 110/5V 60W//C153
PKS00442	6	MODULE. START UP. 110V (DC) //C121
PKS00537	6	FILTER . EMC . Z11
PKS00540	12	DIODE, FREE WHEELING
SES00401	7	SWITCH ISOLATING TEMPORARY
UCS00408	1	DRUMSWITCH, W1, SWT 444
UIS00101	7	REGULATOR, PRESSURE. 1/2". SET 4.5 BAR
USS00927	8	SPRING, HELICAL. SET R-933N/MM
WCS00262	6	GRID

Stock Code	SWT/Angel Qty	Description
WCS00272	6	SLEEVE
WCS00335	3	COIL, 24VCC, +-30%, V10025-S13
WCS00336	3	SOLENOID, NORGREN 13J
WCS00352	9	TRANSFORMER. 110VDC, 24VDC
WCS00361	1	DISTRIBUTOR, WATER
WCS00605	10	HANDLE, GRAB, NEACO DF5806 RAL 2902030
WCS00624	6	FASTENER
WCS00631	6	HANDRAIL
WES00003	3	CONTROL UNIT FOR DS6 WC 7.60.106
WES00014	1	CONTROL BOARD UNI. 450 EXT 2
WES00031	2	CONTROL BOARD, STANDARD, DESIRO 20M
WES00003	0	CONTROL BOARD DESIRO WCML UNI NO CABLES
WES00014	0	DOOR CONTROL CONTROL BOARD NO CABLES
WES00031	0	CONTROL BOARD STANDARD WCML NO CABLES
WES00032	2	DISPENSER, PAPER TOWEL
WES00034	2	HARNESS WIRE, 444
WES00049	2	HARNESS WIRE, 444
WKS00021	2	HARNESS WIRE, 444
WOS00016	2	DO NOT USE. SEE WMS00004
WOS00121	4	DOOR, WASH TABLE
WOS00126	2	SERRATED BELT PROTECTION TYPE 3 L=1370
WOS00127	2	SET OF WHEELS V1.0 FOR SLEDGE
WPS00100	2	OUTLET TUBE.37.5MM Ø, UNI-LOO
WPS00112	3	PIPE, FOR WASH BASIN, SHORT
WPS00113	3	PIPE, FOR WASH BASIN, SHORT
WPS00131	1	PIPE, EMPTYING , RIGHT.
WPS00132	1	PIPE , TOILET
WPS00135	1	PIPE, INTERFACE. WATER. GREY
WPS00137	1	PIPE, SCAVENGING, OVERFLOW
WTS00004	7	TANK, WATER, V1.0 HOPE, EQUIPPED

Stock Code	SWT/Angel Qty	Description
XES00424	4	HANDSET. DOOR CONTROL UNIT. MINI-BUFFET
XPS00306	10	LOUDSPEAKER,OFF
XRS00425	1	INSERT, FOR CRIMPING TOOL
XRS00426	1	CRIMPING TOOL FOR RJ-PLUG 937-SP-30101 OR
XTS00006	3	CABLE ASSY POWER SUPPLY
XTS00043	3	CABLES, E-CABINET SET, COMPLETE
ARS00103	40	VALVE . SAFETY
BDS00403	3	BLOWER.BRAKE RESISTOR
BDS00404	3	DEVICE,PROTECTION.BRAKE RESISTOR
BLS00002	16	UNIT. BRAKE. RZ44UP10XS13
BLS00003	12	UNIT. BRAKE . RZ44UP10XS13
CHS00111	5	RAMP, FOLDING, COMPLETE
CVS00855	1	HINGE, ROD
CVS00856	1	HINGE, ROD
CVS00899	4	DEVICE, LOCKING ROD
EAS00062	3	CLIP-ON-FERRIT CCTV DESIRO UK TYP 2
EBS00130	4	DO NOT USE. SEE EKS00703
HCS00334	2	MOTOR, FRESH AIR FLAP, FRESH AIR. MOTO
HCS00601	2	RING, SECURING
HCS00804	2	BEARING, SLIDING
HDS00204	2	DUCT AIR HVAC 4
HDS00209	2	DUCT AIR HVAC 9
HDS00241	2	FLANGE AIR INTAKE
HDS00242	2	HOUSING AIR INTAKE
IGS00024	13	PLATE, MOUNTING, ABOVE GLASS PARTION
IGS00034	100	ATTACHMENT, SHEET METAL
IPS00006	10	REFLECTOR, 740MM
IPS00011	2	CLADDING SIDE WINDOW 1ST CLASS AD
IPS00012	2	CLADDING SIDE WINDOW COMB AD 1ST CL VA
IPS00142	2	CLADDING SIDE WINDOW COMB OH 1ST CL VB

Stock Code	SWT/Angel Qty	Description
IPS00210	12	PANEL VESTIBULE RIGHT
IPS00212	2	CEILING SIDE TMO
IPS00220	2	CEILING FRONT F COMPLETE
IPS00311	2	PARTITION WALL
ISS00215	12	COVER,BACKREST,MOQUETTE,KNOB FORECAST RH
ISS00243	4	ASSEMBLY, HEADREST, W. L/H GRAB HANDLE
ISS00476	6	FRAME, TUBE, CMPTE
ISS00478	6	RAME,TUBE,CMPTE
ISS00479	1	FRAME , TUBE , CMPTE
ISS00480	1	FRAME , TUBE , CMPTE
ISS00483	1	FRAME , TUBE , CMPTE
ISS00484	1	FRAME, TUBE, CMPTE
ISS00485	1	FRAME , TUBE , CMPTE
ISS00486	1	FRAME , TUBE , CMPTE
ISS00490	1	FRAME , TUBE , CMPTE
ISS00491	1	FRAME , TUBE , CMPTE
ISS00494	1	FRAME, TUBE, CMPTE
ISS00641	16	ASSEMBLY,MEAL TRAY
JIS00021	8	BLIND, FRONT ROLLER, DRIVERS SIDE
JOS00011	3	DOOR,SLIDING,L/H.EXTERIOR.SWT
JOS00041	6	SKIN , DOOR PANEL, INNER. UNPAINTED
JOS00113	8	CYLINDER, PNEUMATIC, DOUBLE ACTION
JOS00303	2	DRIVE COMPLETE, 444
JOS00304	2	DRIVE COMPLETE, 444
KRS00019	3	GLASS, INSULATION
KSS00021	3	CYLINDER, DOUBLE. FOR SHUTTER
KWS00303	3	INDICATOR, LEVEL. PERMANENT VIEW
KWS00405	3	SENSOR , ULTRAVIOLET
OFS00931	1	DO NO USE - SEE OGS00935

Stock Code	SWT/Angel Qty	Description
OGS00182	6	UNIT,CABLE CMPTE.SALOON END DOOR
OSS00312	2	HARNESS WIRE, 444
OSS00316	2	HARNESS WIRE, 444
OSS00320	2	HARNESS WIRE, 444
OSS00928	10	LATCH,ROTARY,CMPTE
OTS00004	1	DOORLEAF,CMPTE.TMO DOOR
OTS00018	1	RUBBER,OUTSIDE.TMO DOOR
OTS00801	1	DOOR GUIDING, COMPLETE
PAS00431	12	BLOWER . MODULE
PAS00433	6	CONTACTOR. MAIN BLOWER
PAS00453	3	REACTOR . FILTER ELEMENTS
PKS00013	2	CONTAINER G363.CMPTE .SWT 20M
PKS00375	8	KIT. OPENING SHICK ABSORBER
PKS00380	8	CORE . ASSEMBLY . E
PKS00447	6	PCB. BINARY INPUT. 110V//C079
UCS00301	14	MODULE,TEMP SENSOR.PT100.//G095
UCS00416	8	MODULE . TRIGGER . IGBT . //G087
UCS00841	12	PIN, GUIDE
UFS00804	10	LIFEGUARD NONDVR SEE UFS00806 STK EXHTD
UIS00805	4	GROUNDPLATE
UUS00803	10	TORSION BAR FLEET 450
WCS00151	2	COVER , DOOR DRIVE
WCS00259	6	GRID
WCS00274	6	SLEEVE
WCS00604	3	HANDLE, EMERGENCY
WCS00633	2	HANDRAIL, TIP-UP
WLS00431	10	LEVEL SENSOR
WNS00001	10	SHAVR PLUG
WOS00132	4	CLOSER , DOOR. WITH CONNECTOR
WPS00108	4	PIPE, SCAVENGING/OVERFLOW, COMPLETE

Stock Code	SWT/Angel Qty	Description
WPS00110	1	PIPE, FOR WASH BASIN, LONG/SHORT
WPS00134	1	PIPE , WITH SYPHON
WVS00118	3	VALVE, VACUUM KEEPER
WVS00129	3	VALVA, 1/4", NORGREN T70C2800
XRS00436	2	CABLE AERIAL FOR GSM
XTS00005	3	CABLE ASSY LON/FAULT FOR DVR
ACS00001	5	COMPRESSOR. AIR . TYPE RSS6
CHS00103	9	STEP, 640MM
CHS00104	9	STEP, 720MM
CVS00013	1	LINER, FRICTION , SIDE TOP INNER
CVS00017	1	PLATE , SLIDING
CVS00018	1	PLATE, SLIDING
CVS00019	1	PLATE, SLIDING
CVS00951	2	COVER
CVS00983	2	FLOOR COVERING, COMPLETE
HCS00403	4	CAPACITOR, 47000UF
HDS00214	2	DUCT AIR HVAC 14
HDS00221	2	SHEET RIGHT COMPLETE HVAC
HDS00253	2	DIFFUSER AIR CEILING
HDS00256	2	DIFFUSER AIR CEILING
ILS00555	20	LIGHT, 740MM
IPS00007	2	CLADDING SIDE WINDOW 1ST CLASS OH
IPS00017	5	CLADDING SIDE FLOG.SEATS VA AD
IPS00038	2	END-COVER DOOR MECHANISM TOP OH VC
IPS00039	2	END-COVER DOOR MECHANISM TOP OH VE
IPS00053	1	CLADDING, SIDE, WIN, DEST, PROP LEFT
IPS00111	2	PANEL FRONT WALL UNIVERSAL TOILET
IPS00141	12	PANEL VESTIBULE LEFT
IPS00174	1	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A
IPS00208	2	CEILING SIDE K MIRRORED

Stock Code	SWT/Angel Qty	Description
IPS00209	2	CEILING SIDE K
IPS00213	2	CEILING FRONT WC F COMPLETE
IPS00216	2	CEILING CMPTE PART 1
IPS00371	2	CLADDING,END WALL,CMPTE.NO.1
IPS00373	2	CLADDING,END WALL,CMPTE.NO.3
IPS00375	2	CEILING SIDE.1220MM,RH
IPS00382	2	PARTITION WALL,CEILING SIDE
IPS00384	2	CEILING END CMPTE.BLUE/WHITE
IPS00388	2	CEILING,FLAT,PREMOUNTED.AIR DUCT 1
IPS00554	3	STRIP, KICKING
ISS00144	2	SEAT-PEDESTAL COMPLETE
ISS00145	2	SEAT-PEDESTAL COMPLETE
ISS00158	6	SHELL, SIDE, R/H
ISS00438	12	CUSHION, PRIORITY SEAT, COMPLETE
ISS00451	2	FRAME
ISS00461	1	SEAT, SIRIUS LH 2PL, 2MT, 1GH, 3 ARM
ISS00475	6	FRAME , TUBE , CMPTE
ITS00051	3	TABLE, SHORT, STANDARD
ITS00061	6	ASSEMBLY, TABLE
JBS00071	3	PANEL, DOOR, LEFT, SWT 444
JBS00211	1	REAR WALL, DRIVERS CAB, SWT
JOS00383	2	STRIP , CONNECTOR , WIRED
JOS00841	2	SEAL, FRAME, ASSY. R/H
JOS00850	4	LOCK COMPLETE, 444
JVS00021	20	PUMP , WASHER
KPS00273	1	HANDLE , ASSY
KWS00421	3	SWITCH , LIMIT
OFS00012	1	DOORLEAF, COMPLETE, SWT
OGS00179	4	DEVICE,LOCKING.BODY END DOOR
OPS00021	1	CABLE, LAN, 0.4M, 4PL SCR BOTH SIDES 5PL

Stock Code	SWT/Angel Qty	Description
OSS00111	22	CYLINDER, PNEUMATIC, SINGLE ACTION
OSS00343	6	UNIT, MAINTENANCE
OSS00911	2	RUBBER FINGER PROTECTION, 444
PKS00314	6	TRANSFORMER, LINE VOLTAGE
PKS00372	8	ARC CHUTE . 1KV
PKS00376	8	KIT. CLOSING SHOCK ABSORBER
PKS00377	8	KIT, GUIDE ASSY
PKS00378	8	KIT . FORK ASSY
PKS00382	2	KIT. CLOSING COVER
PKS00443	6	PCB . BINARY OUTPUT . 110V//C095
SAS00301	13	AWS LIGHTWEIGHT RECEIVER
UCS00831	6	BRACKET
UFS00821	6	ARM, TORQUE
UIS00601	8	CAP, SAND BOX
USS00822	36	STRAP, CONNECTING . F. W/SET GUIDING
WCS00143	8	DOOR, LEFT, UPPER CABINET
WCS00253	3	BLOCK, CONEX. 06, NORGREN V085516R-QO40
WCS00263	3	RESISTANCE, 250W
WCS00324	3	SILENCER 1/8"
IPS00371	2	CLADDING,END WALL,CMPTE.NO.1
IPS00373	2	CLADDING,END WALL,CMPTE.NO.3
IPS00375	2	CEILING SIDE.1220MM,RH
IPS00382	2	PARTITION WALL,CEILING SIDE
IPS00384	2	CEILING END CMPTE.BLUE/WHITE
IPS00388	2	CEILING,FLAT,PREMOUNTED.AIR DUCT 1
IPS00554	3	STRIP, KICKING
ISS00144	2	SEAT-PEDESTAL COMPLETE
ISS00145	2	SEAT-PEDESTAL COMPLETE
ISS00158	6	SHELL, SIDE, R/H
ISS00438	12	CUSHION, PRIORITY SEAT, COMPLETE

Stock Code	SWT/Angel Qty	Description
ISS00451	2	FRAME
ISS00461	1	SEAT, SIRIUS LH 2PL, 2MT, 1GH, 3 ARM
ISS00475	6	FRAME , TUBE , CMPTE
ITS00051	2	TABLE, SHORT, STANDARD
ITS00061	6	ASSEMBLY, TABLE
JBS00071	2	PANEL, DOOR, LEFT, SWT 444
JBS00211	1	REAR WALL, DRIVERS CAB, SWT
JOS00383	2	STRIP , CONNECTOR , WIRED
JOS00841	2	SEAL, FRAME, ASSY. R/H
JOS00850	4	LOCK COMPLETE, 444
JVS00021	20	PUMP , WASHER
KPS00273	1	HANDLE , ASSY
KWS00421	3	SWITCH , LIMIT
OFS00012	1	DOORLEAF, COMPLETE, SWT
OGS00179	4	DEVICE,LOCKING.BODY END DOOR
OPS00021	1	CABLE, LAN, 0.4M, 4PL SCR BOTH SIDES 5PL
OSS00111	22	CYLINDER, PNEUMATIC, SINGLE ACTION
OSS00343	6	UNIT, MAINTENANCE
OSS00911	2	RUBBER FINGER PROTECTION, 444
PKS00314	6	TRANSFORMER, LINE VOLTAGE
PKS00372	8	ARC CHUTE . 1KV
PKS00376	8	KIT. CLOSING SHOCK ABSORBER
PKS00377	8	KIT, GUIDE ASSY
PKS00378	8	KIT . FORK ASSY
PKS00382	2	KIT. CLOSING COVER
PKS00443	6	PCB . BINARY OUTPUT . 110V//C095
SAS00301	13	AWS LIGHTWEIGHT RECEIVER
UCS00831	6	BRACKET
UFS00821	6	ARM, TORQUE
UIS00601	8	CAP, SAND BOX

Stock Code	SWT/Angel Qty	Description
USS00822	36	STRAP, CONNECTING . F. W/SET GUIDING
WCS00143	8	DOOR, LEFT, UPPER CABINET
WCS00253	3	BLOCK, CONEX. 06, NORGREN V085516R-QO40
WCS00263	3	RESISTANCE, 250W
WCS00324	3	SILENCER 1/8"
WCS00501	3	UNIT ODOUR AND EJECTOR FILTER
WES00046	1	CONTROL BOARD UNI-LOO NO CABLES
WJS00001	3	CEILING COVER UNILOO
WOS00012	3	DOOR DRIVE COVER UNILOO
WOS00015	2	SLIDING DOOR COMPLETE UNILOO
WOS00043	1	DOOR , SERVICE . 1
WOS00108	20	STOP,RUBBER,DOOR
WPS00116	3	PIPE, WATER DISTRIBUTE/ FREEZE DRAINAGE
WPS00138	2	TUBE, STEEL, RE-INFORCED. 1/2" - 900
WSS00453	10	INDICATOR,W CONNECTOR,"TOILET OCCUPIED"
WVS00137	3	CYLINDER, PNEUMATIC,NORGREN RT/57110/M10
BVS00112	2	VALVE. RELAY. WITH PNEUMATIC PORTION
CES00710	20	GLASS , LOWER , EMERGENCY EXIT .
CTS00311	12	LIGHT, MARKER, HIGH LEVEL
CVS00861	4	HOLDER , CMPTE
CVS00871	6	BUSHING
CVS00885	2	ANGLE , FASTENEING
CVS00901	3	RUBBER , COVER
CVS00931	6	DO NOT USE - SEE CVS00933
CVS00991	8	SEAL, CAB CIRCULATION DOOR
HCS00054	3	BOTTLE, COLLECTOR, WITH FILTER DRYER
HDS00201	2	DUCT AIR HVAC 1
HDS00232	2	SHEET LEFT COMPLETE HVAC 2
HDS00233	2	SHEET LEFT COMPLETE HVAC 3
IAS00004	4	ASH TRAY

Stock Code	SWT/Angel Qty	Description
IAS00503	3	DOOR, ACCESS, WASTE BIN
ILS00423	10	LAMP-HOLDER CMPTE LEFT
ILS00540	40	DIFFUSER ASSY WHITE
ILS00570	20	UNIT, BLIND
IPS00020	15	CLADDING SIDE NO WINDOW SHORT
IPS00035	2	END-COVER DOOR MECHANISM TOP AD VD
IPS00206	2	CEILING SIDE SHORT
IPS00218	2	CEILING LEFT SIDE
IPS00321	2	HOUSING ASSEMBLY VALVE
IPS00555	6	STRIP, KICKING
IPS00605	2	CEILING , SIDE . FRONT WITH COVER
ISS00414	2	FRAME, TUBE, COMPLETE
ISS00463	1	SEAT, SIRIUS LH 2PL, 3 ARM
ISS00621	7	MECHANISM,SEAT,RECLINING,POS. 08-01 & 09
JBS00212	1	REAR WALL, DRIVERS CAB, SWT
JKS00134	6	SWITCH KEY MASTER
JVS00025	12	T-PIECE
KCS00002	1	DISPENSER, CUP
KOS00057	2	CYLINDER, DOUBLE
KOS00060	2	ROSEPLATE, OVAL.
KRS00013	3	BRACKET, SPRING CLIP
OPS00024	5	CABLE, LAN, 10M, 4PL SCR BOTH SIDES 6PL
OSS00041	20	SKIN, DOOR PANEL, INNER. UNPAINTED
OSS00860	5	CABLE BOWDEN, 444
OSS00958	5	CHAIN ENERGY, 444
PAS00316	3	DETECTOR . DC . EARTH FAULT
PAS00317	3	TRANSDUCER. VOLTAGE. DC INPUT
PAS00351	3	RESISTOR. PRECHARGING
PAS00352	5	RESISITOR . OVERVOLTAGE LIMITER
PAS00403	3	FILTER . EMC OUTPUT

Stock Code	SWT/Angel Qty	Description
PAS00462	4	HOUSING.ATTACHMENT.FOR SHIELDING PAIR
PKS00374	8	DEFLECTOR
PKS00379	8	SOCKET. TYPE E
PKS00462	6	MODULE, INVERTOR MONITORING . //COSS
UCS00832	14	RING, RETAINING
WBS00031	2	WASHBASIN
WBS00032	2	COVER, WASHBASIN
WCS00503	3	FILTER REGULATOR
WCS00621	8	STOP, WIRE
WKS00012	25	DISPENSER, PAPER
WKS00022	2	COVER, PAPER DISPENSER
WOS00042	1	DOOR , SERVICE
WOS00141	4	BEZEL , FRONT . CLOSE . BRAILLE
WPS00136	1	PIPE, OVERFLOW. WASTE WATER
WVS00124	14	VALVE, 2/2-WAY, 1/4", 24VDC, 1.5 BAR
WVS00134	6	VALVE, RETENTION, 3/4", VALV-GE 318005
XRS00423	8	CONVERTOR DC/DC
XTS00016	89	OPTICAL DOME,CLEAR,FOR CAMERA ENCLOSURE
XTS00042	3	CABLES, E-CABINET SET, COMPLETE
ZFS00010	20	FIRE EXTINGUISHER, 6L AFFF -NOT NEURUPPA
CES00709	20	GLASS , UPPER , EMERGENCY EXIT .
CVS00615	2	ROPE, LIMITING, MOUNTING, COMPLETE
CVS00806	1	PLATE, BRIDGE, WAGON SIDED, COMPLETE
CVS00808	2	PLATE, BRIDGE, WAGON SIDE, COMPLETE
EBS00120	4	CHAIN ENERGY SERIE 200/240 IGUS
HDS00202	2	DUCT AIR HVAC 2
HDS00203	2	DUCT AIR HVAC 3
HDS00231	2	SHEET LEFT COMPLETE HVAC 1
IHS00201	4	GRAB HANDLE SET (RAL 2003)
ILS00561	4	END PART OF LIGHT LINE 130-185

Stock Code	SWT/Angel Qty	Description
IPS00018	5	CLADDING SIDE FLOG.SEATS VB OH
IPS00049	1	COVER, END, DOOR MECHANISM, FRONT, VAR E
IPS00551	6	STRIP, KICKING
IPS00552	6	STRIP, KICKING
IPS00553	6	STRIP, KICKING
IPS00556	6	STRIP KICKING
IRS00711	8	GLASS, ELEMENT FOR 76882720 L = 1602
ISS00440	6	FOAM, SEAT CUSHION
JOS00043	6	SKIN, DOOR PANEL, INNER. UNPAINTED
JOS00331	6	PORTAL, WIRING HARNESS
JOS00332	4	HARNESS, WIRING . 4KT
JOS00335	4	HARNESS , WIRING . X6
JWS00722	20	WINDSCREEN , R/H . CMPTE. SWT
KBS00001	3	BOILER, HOT WATER
OFS00301	2	UNIT, CABLE, COMPLETE
OPS00025	3	CABLE, LAN, SM, 4POL SCR BOTH SIDES 6POL
OPS00028	2	CABLE, LAN, 2M, 4POL SCR BOTH SIDES 6POL
OSS00722	10	RUBBER WINDOW, 444
OSS00822	4	CHANNEL, GUIDE, CMPTE
OSS00905	2	CYLINDER PNEUMATIC, 444
PAS00460	4	HOUSING.ATTACHMENT.MEASURING SOCKET
PBS00401	6	MODULE POWER SUPPLY //G047
PKS00437	9	MODULE,POWER SUPPLY.110/24V 100W//C23
PKS00444	6	PCB . BINARY OUTPUT . 110V//C103
SXS00402	8	RECORDER DATA OTMR WITH LAN INTERFACE
UCS00241	22	HOSE , EMERGENCY COUPLING
UWS00011	8	WHEELSET , TRAILER . ASSY
WCS00351	14	UNIT, BACK FLASH, RB-0298-E-0.SM
WCS00353	14	CONVERTOR, 110/12VDC, 10-40W
WCS00824	9	FRAME, FRONTAL, YELLOW, ELION 56-1492

Stock Code	SWT/Angel Qty	Description
WES00011	10	TRANSFORMER 2
WES00044	1	DOOR CONTROL CONTROL BOARD NO CABLES
WGS00010	4	BABY CHANGING TABLE COMPLETE UNILOO
WKS00002	3	DISPENSER TISSUE
WLS00302	12	SENSOR, LEVEL,540MM,WITHOUT LIMIT SWITCH
WOS00133	4	OPENER , DOOR. WITH CONNECTOR
WPS00109	3	PIPE, WATER DISTRIBUTE/FREEZE DRAINAGE
WPS00114	3	PIPE, OVERFLOW WASTEWATER, COMPLETE
WSS00432	18	SWITCH, PRESSURE, V1.0, 0.2 BAR, AG
AHS00002	10	HORN, PNEUPHONIC
BHS00101	11	REGULATOR. PRESSURE. PARKING BRAKE
BVS00402	11	COCK. DUAL ISOLATION. WITH SWITCHER
CHS00109	9	STEP, 1540MM, WITH RAMP LOCKNIG DEVICE
CVS00020	1	PLATE, SLIDING
CVS00804	2	CROSSPLATE. WELDED ASSEMBLY
EBS00122	8	ROPE HOLDING DM2
HSS00070	14	FUSE 125 A -TAPPED ENDS
IGS00012	190	ENCLOSURE
IGS00028	10	PLATE,MOUNT,CONSOLE, ABOVE SLOTTED HOLE
IGS00045	100	STRIP, GLASS RETAINING
ILS00421	10	LAMP-HOLDER CMPTE RIGHT
IPS00009	5	CLADDING SIDE SHORT FOLDING. SEAT 1
IPS00010	5	CLADDING SIDE SHORT FOLDING. SEAT 2
IPS00048	4	COVER, END, DOOR MECHANISM, FRONT, VAR C
IPS00205	4	PANEL WALL CEILING SIDE MIRRORED
IPS00215	2	CEILING END VERTICAL ASSY
IPS00217	2	CEILING COMPLETE PART 2
IPS00219	2	CEILING RIGHT SIDE
IPS00243	4	PANEL, ACCESS, CEILING
18800214	9	COVER,BACKREST,MOQUETTE,KNOB FORECAST

Stock Code	SWT/Angel Qty	Description
		LH
18800331	52	CUSHION, BACKREST. CMPTE
18800450	2	FRAME
JOS00333	4	HARNESS, WIRING . X2
JOS00825	2	GUIDE, CMPTE
JOS00849	4	LOCK COMPLETE, 444
JOS00864	5	CABLE BOWDEN COMPLETE, 444
JSS00402	9	PLUG EB 40 E 57
KLS00407	6	LIGHT, BAR
KOS00052	2	LOCK & CYLINDER, R/H
KRS00021	3	BRACKET, SUPPORT PLATE
OGS00803	5	DOOR GUIDING, COMPLETE
08800721	16	RUBBER, WINDOW FRAME
08800910	20	SEAL
PAS00311	3	CONTACTOR. MAIN. DC
PAS00338	3	TRANSDUCER. BATTERY VOLTAGE
PAS00341	4	CONTACTOR . BATTERY OUTPUT CLEAN
PBS00301	4	PLUG FRONT CCU POWER SUPPLY CONNECT
UCS00104	5	VALVE , MAIN SHAFT
UCS00843	2	ARM , UNCOUPLING
UIS00802	8	BRACKET, SANDER . OPPOSITE HAND
WAS00041	20	SEAT, TOILET
WCS00275	3	SLEEVE
WFS00003	2	LAMP , FLOURESCANT LIGHT
WFS00311	14	RELAY , 24V, CLOSING, LED, RED
WIS00001	6	FAN EXTRACTOR
WNS00011	27	SOCKET, SHAVER
WPS00003	10	SEAL, THREAD, LOCTITE 5331
WPS00107	1	PIPE, OVERFLOW WASTEWATER, COMPLETE
XRS00433	4	AMPLIFIER COMBINED GPS/GSM

Stock Code	SWT/Angel Qty	Description
AHS00001	10	HORN, PNEUPHONIC
AHS00401	5	SWITCH , PRESSURE . HORN MONITORING
CVS00823	2	SHOE SLIDING . WELDED ASSEMBLY
CVS00825	6	LEDGE, SLIDING, SUPPLEMENT
CVS00851	8	ROD, CMPTE
CVS00886	2	ANGLE, FASTENEING
CVS00897	8	FACEPLATE , CMPTE
CVS00898	4	DEVICE, LOCKING ROD
HCS00511	3	LATTICE, PROTECTION, FRESH AIR FLAP
HCS00512	3	LATTICE, PROTECTION
IFS00012	4	CARPET SALOON 2.5M X 17M ROLL SWT
IPS00003	5	CLADDING SIDE LONG FOLDING. SEATS
IPS00207	4	CEILING SIDE K
ISS00143	6	SEAT-PEDESTAL COMPLETE
ISS00446	2	SHELL, BACKREST
JBS00971	10	HOLDER, DRINK
JCS00211	6	DOOR, 2000X600MM, PLATE AND PAINTED ONLY
JOS00042	6	SKIN , DOOR PANEL, INNER. UNPAINTED
JOS00832	7	HOOK , CATCH
JOS00843	2	SEAL , FRAME TO DOOR , ASSY . CMPTE
KES00433	3	SOCKET , SWITCH
KOS00051	2	LOCK & CYLINDER, L/H
KRS00011	3	CLASP, HAND. FURNTIURE
OPS00023	10	CABLE, LINK, 7M, 4POL SCR 1 SIDE 6POL
OSS00826	12	ROLLER GUIDE CAB& PASSENGER LH DOOR LEAF
PBS00421	12	MODULE BUS BM?00
WBS00011	10	WASHBASIN
WCS00273	6	SLEEVE
WES00010	10	TRANSFORMER 1
WES00047	1	DOOR CONTROLLER MOUNTED ON 26159

Stock Code	SWT/Angel Qty	Description
WFS00314	33	FUSE, AUTOMATIC, 400V, 10A, TWO POLE
WMS00011	22	HAND DRYER
WOS00144	1	WASTEBIN , DOOR
WPS00106	1	PIPE, WASH, SHORT
WVS00109	10	DISCHARGE VALVE 2 PRESSURE REGULATOR
WVS00133	3	VALVE, CIRCUIT SELECTION, 1/8"
XES00411	9	PANEL STAFF (DRIVERS CONTROL PANEL)
CVS00809	1	CROSS BEAM, COMPLETE
CVS00883	8	SHIM
CVS00982	2	COVER , FLOOR
EBS00115	8	ROPE . GROUND CONNECTION . M8 X 370MM
GCS00062	12	DOWNSTOP ASSY . B
IAS00502	6	BASKET
ICS00312	10	SOCKET 2 GANG DUAL EARTH 13AMP (TMO)
IPS00042	8	MECHANISM, DOOR, ENDCOVER, 1ST CLASS VC
IPS00202	4	CEILING SIDE 1S CLASS
IPS00604	4	CEILING, SIDE. WITH COVER
ISS00135	2	FRAME, SEAT
ISS00177	17	SHELL,BACK
KES00420	3	RELAY, 230V/AC
OGS00043	18	PANEL, COMPLETE
OSS00337	10	HARNESS , WIRING , EXTERNAL BUZZER
OSS00342	6	HARNESS, WIRING, CONTROLLER BLOCK
OSS00815	5	CHANNEL GUIDE COMPLETE, 444
OSS00845	5	CATCH WEDGE, 444
OSS00869	5	CABLE BOWDEN , 444
PAS00320	3	CHOKE. DC LINK FILTER
PBS00405	4	ADAPTOR
PKS00446	6	PCB. BINARY INPUT. 110V//C071
UES00071	35	BOND,EARTHING.PERM.COUP/EARTH RESISTOR

Stock Code	SWT/Angel Qty	Description
UIS00803	6	HEADBRACKET
UUS00801	8	TORSION BAR FLEET 444
WCS00086	2	SOLENOID VAVLE V1.0.1 STD UNI. 450 EXT 2
WCS00271	12	SLEEVE
WCS00333	10	PUMP, WATER, V1.0 EQUIPPED
WCS00704	6	MIRROR
WHS00011	3	SENSOR, TEMPERATURE
WPS00133	1	PIPE, WASH BASIN
WWS00803	12	JOINT, TANK COVER
XPS00341	4	HANDLE , FRONT COVER
XVS00011	4	COVER , FRONT
BVS00411	23	TRANSDUCER.PRESSURE
CHS00311	12	SYSTEM, STEP LIGHTING, HMSL
CVS00034	1	PLATE, COATED
CVS00803	4	PLATE , BRIDGE , CMPTE .
CVS00893	4	HEAD , EXTRUSION
CVS00894	8	HANDLE, RECESSED. WITH THREADED HOLE
GBS00002	4	SHOEBEAM, BONDED ASSY. B
HCS00313	4	TRANSFORMER, 540VA
HCS00330	9	RELAY,SEMICONCTACTER,480V,40A,3P,10-40VDC
HDS00252	2	DIFFUSER AIR CEILING
HDS00254	2	DIFFUSER AIR CEILING
HDS00257	2	DIFFUSER AIR CEILING
IPS00041	8	END-COVER DOOR MECHANISM DOWN OH
IPS00101	4	FRONT WALL PANEL, IN ACC WITH DRG
ISS00156	6	SHELL, SIDE, UH
ISS00622	7	MECHANISM,SEAT,RECLINING,NORMAL POS.
JOS00817	2	GUIDE CHANNEL COMPLETE, 444
JOS00818	2	GUIDE CHANNEL COMPLETE, 444
JOS00822	8	CHANNEL, GUIDE, CMPTE

Stock Code	SWT/Angel Qty	Description
JOS00823	2	CHANNEL, GUIDE
JOS00833	7	HOOK , CATCH
KES00418	3	RELAY, 24V/DC
KOS00001	1	DOOR, ASSY
OSS00825	5	CHANNEL GUIDE COMPLETE, 444
OSS00892	20	GEARWHEEL, TOOTHED BELT
OSS00929	10	LATCH,ROTARY,CMPTE
PKS00521	10	CAPACITOR. DC-LINK. C1-C4
PKS00911	3	AGENT,COOLING.ANTIFROGEN .6OL CONTAINER
UCS00243	17	CONNECTION , QUICK COUPLING
UUS00002	4	WEDGE-BEARING
UUS00050	22	CASE , BEARING
WES00023	4	PANEL, INDICATOR, BAZ4.120
WFS00006	20	TUBE, FLOURESCANT. WHITE 18W
WKS00023	2	BASE , PAPER TOWEL DISPENSER
WOS00111	20	LOCK BAR
WPS00115	1	PIPE, WATER DISTRIBUTE/ FREEZE DRAINAGE
AHS00107	6	VALVE , FLOW CONTROL
ARS00001	15	RESERVOIR, AIR & BRAKE SUPPLY
CVS00033	1	PLATE , COATED
CVS00841	2	ANGLE, SUPPORT
CVS00852	2	HINGE., ROD
EBS00114	4	ANGLE . STOP COMPLETE
HCS00047	10	CONDENSOR
HCS00309	6	PIN, INSERT
HCS00371	3	UNIT, HEATING, ELECTRICAL
IGS00003	10	PROFILE, ASSEMBLY (AS DRAWN)
IGS00004	60	PROFILE, ASSEMBLY (MIRRORED)
IGS00029	100	PLATE, DISTANCE
ILS00569	20	LIGHT, PASSAGE

Stock Code	SWT/Angel Qty	Description
IPS00037	8	END-COVER DOOR MECHANISM TOP OH.VB
IPS00204	4	PANEL WALL CEILING SIDE
ISS00462	1	SEAT, SIRIUS RH 2PL, 2MT, 1GH, 3 ARM
JGS00005	18	COUNTER MILEAGE ZE12/BBC
JKS00002	6	CONTROLLER MASTER SWT
JOS00828	2	TUBE, GUIDE
OFS00002	2	EDGING
OFS00412	12	BUTTONS,EMERGENCY
OPS00026	11	CABLE, LAN, SM, 4OPL SCR BOTH SIDES 6POL
OPS00027	9	CABLE, LAN, 3M, 4POL SCR BOTH SIDES 6POL
OSS00341	10	HARNESS, WIRING, PORTAL TO DOOR WING
OSS00819	5	CHANNEL GUIDE COMPLETE, 444
PBS00436	6	CONNECTOR CODING FOR MVB 1/O-COMPACT
UCS00402	5	SWITCH , FRONT , ELECTRIC
UIS00804	4	GROUNDPLATE
UUS00304	8	N/D/S ANTI-CLAIM BLOCK
WFS00312	9	RELAY, 24V, OPENING, LED, RED
WPS00105	1	PIPE, WASH, LONG/SHORT
XTS00019	15	ENCLOSURE,CAMERA,CMPTE.
ACS00141	10	VALVE . CHECK . AUXILLIARY COMPRESSOR
AHS00106	10	VALVE, DOUBLE CHECK
BDS00401	4	UNIT. THERMAL PROTECTION
CVS00853	2	LOCK , LOCKING ROD , SELF OBTRUSIVE
CVS00881	4	FRAME,DOOR.CMPTE
CVS00896	8	ROSETTE. CMPTE
EBS00121	16	DRAIN WATER OUTFLOW SET COMPLETE
EBS00322	8	SENSOR TEMPERATURE NTC INCLUDES PLUG
HCS00067	5	EVAPORATOR
HCS00083	7	SWITCH, HIGH PRESSURE
HDS00255	2	DIFFUSER AIR CEILING

Stock Code	SWT/Angel Qty	Description
HDS00258	2	DIFFUSER AIR CEILING
IAS00501	3	COVER, WASTE BIN
IHS00204	12	STANCHION, GRAB POLE
IPS00242	6	PANEL, ACCESS
ISS00142	33	SEAT-PEDESTAL COMPLETE
ISS00182	8	GRAB HANDLE
JBS00998	2	KIT, SERVICE, COMPLETE
JOS00338	4	HARNESS ,WIRING.UNLOCKING DEVICE
JOS00831	16	HOOK, CATCH
KES00428	3	CONTROLLER, CAM. 4 PIN 20A
KES00435	3	SOCKET , CONNECTOR . WIPER MOTOR
KPS00217	1	PLATE, RECEPTACLE. DOOR LOCK
OFS00401	4	ENCODER, COMPLETE
OPS00013	3	SSL-REPEATOR SRP-016
OSS00818	5	CHANNEL GUIDE COMPLETE, 444
OSS00932	5	LATCH ROTARY, 444
UCS00216	12	TUBE, PNEUMATIC
UFS00843	18	DISK
UIS00801	8	BRACKET, SANDER. AS DRAWN
WCS00814	6	NOZZLE, SPRAY
WFS00321	25	SPOTLIGHT
WHS00111	2	FAN , TYPE 125-XL
WOS00411	3	CONTROLLER, DOOR, FROM MYPE
WPS00102	1	PIPE, EMPTYING, LEFT
WPS00122	10	HOSE, WATER, FOR WATER PUMP
WVS00138	19	VALVE, CONTROL, V2.0
CVS00821	2	WEARPLATE , CMPTE
GCS00051	12	ACHSHIELD ASSY
IPS00002	20	CLADDING SIDE WINDOW DESTINATION
IPS00203	4	CEILING SIDE 1S CLASS MIRRORED

Stock Code	SWT/Angel Qty	Description
JOS00337	4	BUZZER, WIRING HARNESS
JOS00821	8	CHANNEL, GUIDE , CMPTE
OPS00022	10	CABLE, LAN, 2M, 4POL SCR 1 SIDE 5POL
OSS00042	20	SKIN , DOOR PANEL, INNER. UNPAINTED
OSS00411	4	HARNESS , DRIVE WIRE, 2-PANEL
PAS00434	3	BREAKER. CIRCUIT. MOTOR 1
UCS00213	12	TUBE , PNEUMATIC
UCS00415	29	PIN, CONTACT .SILVER. 6MM
UCS00861	7	EYESCREW
WKS00001	6	DISPENSER SOAP
XRS00435	2	CABLE AERIAL FOR GPS
BVS00404	8	VALVE. BRAKE RELEASE.
CVS00618	1	ROPE,LIMITING.GANGWAY FRONTEND
HCS00307	12	CIRCUIT BREAKER, 3 POLED, 16A
IPS00034	8	END-COVER DOOR MECHANISM TOP AD VA
IPS00036	8	END-COVER DOOR MECHANISM DOWN AD
ISS00141	12	SEAT-PEDESTAL COMPLETE
ISS00146	12	PEDESTAL
JOS00824	2	CHANNEL, GUIDE
OSS00339	10	HARNESS,WIRING,UNLOCKING DEVICE . INT.
OSS00340	10	HARNESS, WIRING, PORTAL TO DOOR WING
OSS00840	2	PORTAL FRAME SEAL 444 PASSENGER DOOR
PAS00435	3	BREAKER. CIRCUIT. MOTOR 2
PAS00455	2	RESISITANCE, WINDING
PBS00438	4	DISTRIBUTION SOCKET MVB
STS00303	7	CONNECTOR ASSEMBLY TPWS AERIAL
SXS00403	8	PLUG CODE OTMR
UCS00208	12	TUBE, PNEUMATIC
UCS00215	12	TUBE, PNEUMATIC
WCS00258	4	PLATE, FLOOR STEP

Stock Code	SWT/Angel Qty	Description
WFS00313	9	RELAY, LIMITING SWITCH, MWA, ONE LIMIT
WVS00136	6	VALVE, DOUBLE MALE, LEGRIS 04901021
XES00443	22	UNIT PASSENGER ALARM
XTS00029	12	DIGITAL COLOUR VIDEO CAMERA 8MM LENS
CHS00101	36	STEP, 1540MM, WITH THREAD INSERTS
CVS00892	8	PLATE , LOCKING
EBS00133	8	SOCKET REMA 150V 160A DIN43589
EBS00323	8	ACCESSORIES TEMPERATURE SENSOR
HCS00029	28	DAMPER, OSCILLATION, FOR COMPRESSOR
HCS00090	11	MAGNET-VALVE, VBB 502
IRS00721	8	GLASS ELEMENT FOR 76882700/701 L = 1969
ISS00334	149	CUSHION , BACKREST. CMPTE
JOS00834	6	PIN , ECCENTRIC
JSS00403	12	FAN EXTERNAL DRIVERS CAB DISPLAY
OSS00311	3	HARNESS WIRE, 444
OSS00833	10	WEDGE , CATCH
OSS00846	5	CATCH WEDGE, 444
PKS00535	10	CONTACTOR . AUXILLARY . K95
PMS00501	12	FILTER . AIR INLET. MOTOR
UIS00202	12	PIPE, SAND
UUS00022	4	STOP CROSS . FOR ACU
XPS00313	30	TRANSFORMER CORRIDOR LOUDSPEAKER
XPS00331	18	LOUDSPEAKER CAB 80 OHM
CVS00011	1	LINER, FRICTION , TOP INNER
CVS00801	4	PLATYE, BRIDGE, CMPTE. WAGON SIDE
CVS00891	8	PLATE, LOCKING
EBS00128	4	BOX INSTALLATION 3HPR
HCS00066	11	VALVE, EXTENSIONS
HCS00418	5	CAB HVAC TEMPERATURE SENSOR - RETURN AIR
IAS00014	15	BIN, LITTER, RIGHT HAND, COMPLETE

Stock Code	SWT/Angel Qty	Description
IGS00005	60	PROFILE, ASSEMBLY (AS DRAWN)
IGS00061	50	JOINT, ABOVE TSKW, FROM FRONT (AS DRAWN)
ISS00185	67	HOLDER , TICKET
ISS00306	24	ASSEMBLY, CUSHION
ISS00332	17	CUSHION, BACKREST
ISS00456	2	SHELL, SEAT, COMPLETE
STS00302	7	KIT MOUNTING TPWS AERIAL
UCS00207	12	TUBE , PNEUMATIC
UCS00212	12	TUBE , PNEUMATIC
UCS00214	12	TUBE, PNEUMATIC
UCS00834	12	PIN, PIVOT
WFS00315	33	FUSE, AUTOMATIC, 400V, 4A, TWO POLE
WKS00010	3	SOAP DISPENSER UNILOO
WVS00123	18	VALVE, EXHAUST, QUICK, 1/8"
XTS00017	89	INNER DOME, FOR CAMERA ENCLOSURE
CHS00102	36	STEP, 1330MM, WITH THREAD INSERTS & LOGO
CVS00612	12	ROPE, RETAINING
CVS00895	8	HANDLE, RECESSED. WITH STRAIGHT HOLE
EFS00401	8	INDICATOR. SIGNAL. 1000V
IGS00006	90	HOLDING PROFILE, COMPLETE
IGS00047	100	SLOT
IGS00062	60	JOINT, ABOVE TSVK SP.G
IGS00064	60	JOINT SHARNIER DOWN, TSKV
IGS00065	60	JOINT, SHARNIER, DOWN TSVK FROM FRONT
ISS00216	48	COVER, BACKREST CUSHION COMPLETE, FGE
OSS00332	10	HARNESS, WIRING. PORTAL 4KT LOCK
OSS00334	10	HARNESS,WIRING,DOOR CONTROLLER.X2
SGS00403	16	BUTTON DSD
SXS00421	6	UNIT TOUCH TAG
UUS00040	6	STOP, LIMITING

Stock Code	SWT/Angel Qty	Description
WVS00125	0	VALVE ,PNEUMATIC,CONTROLLED,2/2 WAY,3/4"
XPS00302	35	LOUDSPEAKER SALOON WITH MUTE UNIT
HCS00308	15	CIRCUIT BREAKER, 3 POLED, 3A
ILS00525	30	CONNECTOR MALE 3 POLE
JBS00333	4	UNIT, CABLE, COMPLETE
JGS00004	20	GAUGE PRESSURE MR AND BC
JSS00802	6	ADAPTOR SWIVEL DRIVERS SEAT (99 700 19)
OSS00601	4	BOLT, BEARING
PKS00536	6	FILTER . INTERFERENCE .Z1
PKS00546	6	CAPACITOR. EARTH FAULT DETECTION
UIS00412	12	MONITOR, SAND LEVEL
WCS00261	12	STAND, COAT
WFS00316	33	FUSE, AUTOMATIC, 400V, 6A, TWO POLE
WWS00004	5	SENSOR FOR FLOATS STD UNI.
XTS00046	3	DVR 100 12 CHANNEL (CL450 + 17 BUILD)
ZES00122	64	SADDLE, SUPPORT
CTS00304	12	KIT , HEADLIGHT REFLECTOR . DAY
IAS00011	10	CASTING, OUTER, LITTER BIN, 444
IGS00033	60	ATTACHMENT, GOP
JBS00831	4	DEVICE , UNLOCKING
JOS00340	4	HARNESS , WIRING , DRAG CHAIN
JOS00844	2	SEAL , FRAME TO PORTAL , ASSY . CMPTEE
OFS00003	2	EDGING
PBS00427	8	MODULE CONNECTION IM316
PBS00428	6	MODULE DIGITAL INPUT 16 X 24V
UCS00880	19	BEARING , SPHERICAL
WCS00144	8	COVERING, FLOOR, ROLL OF 15M X 1.22M
WOS00110	20	RAIL, DOOR
XRS00431	10	AERIAL TYPE B GSM
ARS00102	9	COCK. DRAIN . 1/2"BSP

Stock Code	SWT/Angel Qty	Description
CVS00032	1	PLATE , COATED
CVS00922	16	SCREW , PRESSURE SPRING
EBS00127	4	SOCKET FITTING
IPS0000S	40	CLADDING SIDE WINDOW SHORT
ISS00433	7	SHELL, BACKREST, W/ TABLE CATCH CMPTE.
ISS00449	103	ARMREST, LEFT, COMPLETE
JOS00836	10	CAM, SWITCH
JVS00036	20	HOSE.WIPER SYSTEM
OFS00302	2	UNIT, CABLE, COMPLETE
OSS00335	10	HARNESS,WIRING,DOOR CONTROLLER.X4
OSS00864	20	CABLE , BOWDEN , CMPTE
OSS00875	20	LOWER SWIVEL ARM GUIDE ROLLER
WCS00260	6	BUSHING
WCS00334	2	COIL, SOLENOID, 24VDC
WHS00102	12	FAN,HEATER
WMS00101	6	KIT, HAND DRIER, COD.92503TKIT
WPS00121	20	HOSE, WATER, FOR WATERTAP/TOILET
XPS00312	40	LOUDSPEAKER CORRIDOR 100V
CVS00012	1	LINER, FRICTION , SIDE TOP OUTER
CVS00953	1	COVERING
HCS00078	3	SENSOR, LOW PRESSURE,WITH VALVE PT-30 V
HCS00320	10	SWITCH, PUSH BUTTON
HCS00335	4	FLAP, AIR CHANNEL. MOTOR
ISS00183	24	HANDLE, CUSHION
ISS00623	7	ASSEMBLY, TENSIONER
JOS00852	12	BALL-BEARING , DEEP GROOVE
JOS00861	17	CABLE , BOWDEN , CMPTE
PAS00318	3	TRANSDUCER. DC LINK VOLTAGE
PBS00431	8	INTERFACE MVB CONNECTOR
UCS00113	2	COVER, 23M

Stock Code	SWT/Angel Qty	Description
UQS00821	26	PLATE GLIDE
USS00831	36	CATCH,EMERGENCY.
WCS00255	6	M.OPALINA POLICAR. LEXAN2034 E OPAL82103
WCS00511	3	FILTER, SILENT, NORGREN M/1511
XTS00034	12	DIGITAL COLOUR VIDEO CAMERA 3.6MM LENS
ARS00201	6	MAIN RESERVOIR TO AIR DRYER HOSE
BVS00147	7	SUPPRESSOR . SURGE
EBS00113	8	BATTERY TRAY BRACKET AND FIXINGS
HCS00079	3	SENSOR, HIGH PRESSURE,WITH VALVE PT-18 V
IGS00011	50	ENCLOSURE, COMPLETE
IGS00071	60	HANDLE, COMPLETE
IPS00016	25	CLADDING SIDE NO WINDOW
ISS00431	17	SHELL, BACKREST
KES00415	3	LAMP, SIGNAL, WHITE . WITH LED 230V/AC
WCS00251	3	CYLINDER, PNEUMATIC,NORGREN RT/57310/M10
WCS00354	45	REGULATOR, FILTER/PRESSURE, EQUIPPED
BVS00124	1	STRAINER CHECK VALVE CHOKE UNIT
CVS00882	12	HINGE, CMPTE
HCS00049	3	HOUSING, ATTACHMENT
ITS00002	4	TABLE, FCTS
JOS00835	10	CAM, SWITCH
KES00416	3	LAMP, SIGNAL, RED. WITH LED 24V/AC
OGS00934	1	KIT, SERVICE, COMPLETE
OSS00351	15	WIRING , PNEUMATIC
OSS00904	10	CYLINDER,PNEUMATIC.TYPE SZS07016/010
WCS00131	3	VALVE, ANTIRETURN, D8, NORGREN T50P0008
WCS00282	15	LABEL, VT, "WATER INPUT"
WVS00126	0	VALVE, 2/2 WAY, 2/2W 24VDC 1/4"
XPS00301	40	LOUDSPEAKER SALOON
CVS00822	8	LEDGE, SLIDING

Stock Code	SWT/Angel Qty	Description
CVS00902	14	RUBBER
EBS00118	4	BALL BEARING . 6306 2RS1 A2
EFS00402	8	BASE . SIGNAL INDICATOR. 100OV
HCS00056	12	CONTACTER, 24VDC
HCS00119	5	BOX, OUTLET, IN COVER
ISS00631	9	KNOB,
OSS00810	10	LOCK, CMPTE
OSS00851	6	BRACKET , BUTTERFLY , CMPTE
OSS00881	12	SLEEVE, ROLLER BEARING
UUS00883	16	BUSH
WCS00285	14	LABEL, VT, "COMPRESSED AIR OUTPUT"
WGS00001	1	TABLE
BVS00144	11	VALVE, DOUBLE CHECK. ANTI-COMPOUNDING
IGS00041	100	SHIM (AS DRAWN)
KES00412	6	TERMINAL, FUSE . 4MMSQ. WITH GLOW LAMP
PAS00404	8	CONTACTOR . AUXILLIARY
PKS00543	9	TRANSFORMER . CURRENT
UCS00844	5	RAIL, GUIDE, CMPTE . 20M VEHICLES
XRS00422	32	ADAPTOR FOR AERIAL
CVS00613	12	ROPE, LIMITING, MOUNTING, COMPLETE
HCS00415	5	FUSE, OVER-TEMPERATURE, 70DEG SWITCHING
HCS00416	5	FUSE, OVER-TEMPERATURE, 85DEG SWITCHING
JBS00701	30	PANEL GLASS
KLS00402	3	UNIT, POWER SUPPLY, SPOTLIGHTS
PAS00325	16	CAPACITOR. SINE FILTER
UUS00021	16	STOP CROSS. LOWER PART
XPS00321	28	LOUDSPEAKER WC
ADS00502	50	KIT . DESSICANT . 1 TOWER . AIR DRYER
HCS00318	4	RELAY, 24VDC
IGS00014	190	ENCLOSURE, T2

Stock Code	SWT/Angel Qty	Description
IGS00021	110	THREAD PLATE, 1XM10
IGS00022	110	THREAD PLATE, 1XMS
IGS00044	100	SHIM
IGS00051	100	ROD,CONSOLE,SUPPORT
JBS00871	15	HANDLE ROSE
OSS00338	10	HARNESS,WIRING,DOOR CONTROLLER.X6
WFS00007	2	INVERTER, FLOURESCANT LIGHT.
WLS00801	15	HANDLE ROSE
ACS00501	10	HARNESS,WIRING,DOOR CONTROLLER.X6
ARS00106	6	COCK, ISOLATING
EBS00119	4	RING PROTECTION DIN471-30X1.51.4034
JOS00811	8	LOCK , CMPTE
JVS00301	22	MOTOR. WINDSCREEN WIPER
OSS00043	40	SKIN , DOOR PANEL, INNER. UNPAINTED
OSS00852	10	FIXTURE, CLAMPING
PAS00345	13	FUSE . BATTERY OUTPUT NORMAL . 125A
PBS00435	8	CONNECTOR CMPTE SET MVB 1/O-COMPACT
UPS00202	42	BRAKE CYLINDER TO BOGIE FRAME HOSE
XRS00432	4	AERIAL COMBINED GPS/GSM
CTS00305	12	KIT, HEADLIGHT REFLECTOR . NIGHT
HCS00323	4	CONTACT, CRIMP, FEMALE, 250VAC, 10A
JVS00028	30	HOSE.WIPER SYSTEM
OSS00824	10	CHANNEL, GUIDE
OSS00838	20	WEDGE, CATCH
PES00302	24	BRUSH EARTH COMPLETE SET FOR GROUNDING D
UCS00430	5	SWITCH , PRESSURE , ELECTRIC
WCS00148	5	SIPHON
WSS00441	6	MICROSWITCH
CTS00303	12	BULB , HEADLIGHT , ASSEMBLY . HP
CVS00889	16	RING, COMPRESSION

Stock Code	SWT/Angel Qty	Description
OSS00345	22	WIRE , GROUND . 35MM SQ X 250MM LONG
OSS00812	10	LOCK, CMPTE
PAS00442	16	MICROSWITCHER
UUS00070	150	HUCK-BOLT
AHS00801	12	BASE , SUB . ISO3 . FOR H3
CVS00614	2	ROPE, RETAINING, COMPLETE
CVS00805	12	PLATE, COATED
CVS00890	8	SHIM
IGS0000?	100	DOCUMENT, COMPLETE
IGS00015	190	ENCLOSURE, T3
JOS00872	18	ARM , SWIVEL , LOWER , CMPTE
JVS00029	30	HOSE.WIPER SYSTEM
OSS00832	10	WEDGE, CATCH
WCS00256	6	SLIDER
ARS00122	6	COCK. ISOLATING . 1/4" . LMRG
UQS00652	25	SHIM , BUFFER . F . 2MM
UUS00020	16	STOPCROSS.UPPERPART
WCS00831	7	MOUNTING, SET, V1.1 SOLENOID VALVE
ACS00511	20	FILTER.AIR INTAKE.AUXILLIARY COMPRESSOR
CVS00921	2	SPRING , TENSION
HCS00324	4	DIVIDER,, VOLTAGE, REVERSE, 24VDC
JCS00604	30	LOCK,GATED,SQUARE
OSS00344	10	HARNESS , WIRING , OPERATOR UNIT
UCS00412	124	SLEEVE,CONTACT.GOLD.4MM
XPS00304	25	CABLE SHIELDED SALOON LOUDSPEAKER
HCS00317	4	RELAY
JBS00810	30	LOCK,GATED,SQUARE
WOS00107	10	HARNESS , WIRING , OPERATOR UNIT
ISS00165	124	SLEEVE,CONTACT.GOLD.4MM
OPS00011	25	CABLE SHIELDED SALOON LOUDSPEAKER

Stock Code	SWT/Angel Qty	Description
UUS00006	4	WEDGE-BEARING 550MM HOLE DIA 48MM
WSS00422	3	SENSOR, PROXIMITY, INDUCTIVE, M8X1X32
CVS00872	12	BUSHING, NICOPRESS
CVS00884	32	SHIM
KES00417	3	SWITCH , AUXILLARY , YELLOW . WITH LED
OPS00701	90	COVER,GLASS,SCHOTT
OSS00610	20	SCREW, STOP
OSS00823	10	CHANNEL, GUIDE
OSS00835	60	SWITCH
ACS00133	4	COCK, ISOLATING , CURRENT COLLECTOR
EPS00029	20	PUSHBUTTON, DRIVERS CAB, FLUSH, WHITE
IGS00013	190	ENCLOSURE, T1
IGS00032	100	ATTACHMENT, GOP
IGS00078	136	SPACER
ISS00171	31	HOLDER, SIGN, LEFT, COMPLETE
ISS00173	15	PLACE NUMBER - AI DISK
OSS00801	2	DEVICE, UNLOCKING. INNER .ATC
OSS00866	22	CABLE, BOWDEN ROTARY LATCH W RETAINER
OSS00472	24	CABLE, RECEIVER. OBSTRUCTION DET.
ACS00503	30	KIT. COALESCING FILTER. COMPRESSOR
PAS00343	13	FUSE . BATTERY OUTPUT CLEAN . 80A
PBS00437	4	STRAIN RELIEF (SHEET METAL ANGLE)
JKS00141	6	PUSHBUTTON
OSS00112	20	CYLINDER, PNEUMATIC, DOUBLE ACTION
AHS00101	8	COCK, ISOLATING,. HORN
IFS00605	25	SAFETY WALK UNIVERSAL, BLACK, 202X714MM
OGS00343	12	UNIT, CABLE, COMPLETE
OSS00836	20	SWITCH
WCS00286	15	LABEL, PE, "PROTECTION EARTHING"
BVS00201	17	SILENCER

Stock Code	SWT/Angel Qty	Description
ACS00911	50	KIT . OIL FILTER . COMPRESSOR
ISS00611	6	UNIT, BEARING, COMPLETE
JVS00022	12	VALVE, CHECK
WHS00001	6	THERMOSTAT
ADS00503	30	ELEMENT. FILTER. FINAL. AIR DRYER
WCS00401	3	GAUGE PRESSURE 0-10BAR
CVS00888	24	PLATE,TONGUE, LONG
OSS00863	20	CABLE' BOWDEN I CMPTE
OSS00868	27	CABLE, BOWDEN EMER UNLOCKING ,EXTERNAL
ISS00170	36	CASTING, ARMREST
OSS00333	40	BUMP STOP 20X12X10 BODYSIDE DOORS
WOS00801	12	HINGES
IGS00027	96	PLATE, MOUNTING, CONSOLE, ABOVE
JOS00863	20	CABLE , BOWDEN , CMPTE . NEW SERIES
OSS00201	20	PNEUMATIC HOSE 8X1.5 (SUPPLIED IN METRES
WCS00269	6	STRAP, RUBBER, RIUS.A. 5305-30
WVS00127	24	VALVE, BALL, 1/2", DN15, ROTARY HANDLE
IRS00701	10	GLASS, ELEMENT, FOR ALL RACKS L = 1770
UCS00050	40	INDICATOR
UUS00005	4	WEDGE-BEARING 920NMM HOLE DIA 48MM
WVS00811	10	MOUNTINGS, SET, V2.1 INLET GATE VALVE
HSS00071	14	MICROSWITCH FOR FUSE MC 3E 1-5 BS
OSS00830	12	BOLT , ROLLER
HCS00417	5	CAB HVAC TEMPERATURE SENSOR - SUPPLY AIR
OSS00474	24	CABLE, TRANSMITTER. OBSTRUCTION DET.
KES00404	3	CIRCUIT-BREAKER, AUTOMATIC . 1 PIN B6A
OPS00601	90	SCREWS, M5X10, A4
OSS00412	20	SWITCH.CHANGEOVER CONTACT
XTS00030	12	DIGITAL COLOUR VIDEO CAMERA 6MM LENS
ZFS00801	20	BRACKET, MOUNTING, FIRE EXTINGUISHER

Stock Code	SWT/Angel Qty	Description
OSS00865	22	CABLE, BOWDEN ROTARY LATCH W RETAINER
BVS00123	9	GOVERNOR. LOW BRAKE SUPPLY RESERVOIR
EBS00129	4	SOCKETADAPTER3HPR
ISS00441	211	GRAB HANDLE, COMPLETE
JOS00341	7	CABLE, SYSTEM, DRAG CHAIN. 1400MM
08800837	20	
BVS00142	16	WEDGE, CATCH
IPS00201	30	VALVE. SOLENOID
08800955	25	CEILING SIDE STANDARD
WCS00257	6	BELT
EBS00329	40	BOLT ENDCOVER
08800893	20	GEARWHEEL , TOOTHED BELT
UCS00881	14	BEARING , FLANGED
EBS00126	4	DO NOT USE - USE EBS00405
18800448	102	ARMREST, RIGHT, COMPLETE
JKS00131	12	SWITCH CONTROL
JOS00851	2	PULLEY
UCS00842	7	PIN , GUIDING
18800428	85	CUSHION, BACKREST, COMPLETE
BDS00314	6	INSULATOR,MV52.BRAKE RESISTOR
IPS00810	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
USS00614	25	SHIM 10MM
WCS00254	35	PROFILE, RUBBER
XPS00303	35	CABLE SHIELDED SALOON LOUDSPEAKER
ILS00530	45	BODY LIGHT 1260MM
IPS00809	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
IPS00811	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
IPS00812	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
IPS00813	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
IPS00814	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS

Stock Code	SWT/Angel Qty	Description
08800884	34	RING , SEALING, SHAFT. TYPE ANSG506205
EBS00328	40	CABLE 10X13,5 95MM NICKEL COATED
IGS00048	200	EDGING, PROTECTION, WINDOWPANE
WOS00125	4	SERRATED BELT HTD-LL-5M-10 TYPE 1 L=2770
08800867	22	CABLE , BOWDEN EMER UNLOCKING ,INTERNAL
UCS00411	124	PIN, CONTACT. GOLD. 4MM
WLS00452	6	SENSOR, BOWL, LEVEL-2
HDS00601	5	ACCESSORIES, INSTALLATION
UQS00653	25	SHIM , BUFFER . F . 5MM
UUS00881	28	BUSH BEARING ROLL STABILISER D-51MM - UN
WFS00401	35	THERMOFUSE,TEMP109C MALE 8X0.8,LONG.490
18800445	2	CUSHION, BACKREST, COMPLETE
08800466	40	RING , SPACER. 16203586
08800885	60	BEARING , LINEAR. TYPE LBBS50
08800202	20	PNEUMATIC HOSE 6X1 (SUPPLIED IN METRES)
08800891	100	TOOTHED BELT, HTD OPEN 30 MTR ROLL
WCS00623	80	O'RING 16X1 P431A
WVS00141	65	GASKET, 45X31X3, EPDM, SOSH
CGS00111	5	WASTE WATER TROUGH & FLAP ASSY (CL450)
18800432	35	CUSHION, BACKREST, W/ TABLE CATCH CMPTE.
XTS00033	12	DIGITAL COLOUR VIDEO CAMERA 4.3MM LENS
ILS00531	45	REFLECTOR 1260MM
ILS00521	60	CONNECTOR FEMALE 5 POLE
ILS00522	60	CONNECTOR MALE 9 POLE
UUS00601	36	CLAMP . AXIALFIX . HALB R-25,5
JOS00862	20	CABLE , BOWDEN , CMPTE . INNER
XTS00015	6	MODULE, VIDEO CAMERA, COLOUR
ISS00454	6	CUSHION, BACKREST, COMPLETE
IPS00802	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
OSS00384	22	CABLE, CONNECTION . 4 PIN , 1650MM LONG

Stock Code	SWT/Angel Qty	Description
UCS00912	26	SEAL, FRONT. UC COUPLER
WCS00342	35	MAGNET, NEODIMIUM, IVD.35-DX8X10
OSS00383	22	CABLE, CONNECTION . 3 PIN , 1200MM LONG
ILS00523	60	CONNECOTR FEMALE 9 POLE
IPS00801	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
ILS00533	55	GRATING 203MM
IPS00804	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
IPS00805	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
IPS00806	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
IPS00807	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
IPS00808	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
ILS00520	60	CONNECTOR AMLE 5 POLE
OSS00701	40	PANE , WINDOW
ILS00501	80	INVERTOR
UUS00023	50	STOP CROSS . ADDITONAL FOR ACU
ILS00524	60	CONNECTOR 5 POLE
OSS00460	20	FRAME , FRONT , FRONTEND SWITCH
OSS00862	20	CABLE , BOWDEN , CMPTE
WFS00322	100	SPOTLIGHT BULB
OSS00831	25	BOLT, CATCH
BDS00302	150	INSULATOR. 50MM
KES00408	30	FUSE, FINE WIRE. 250V/1A 5 X 20
EBS00116	20	INSERT. FUSE. 160ADC440V
EBS00117	20	INSERT. FUSE. 80ADC440V
OSS00463	40	LAMP,INDICATOR,'DOOR OUT OF USE'.INT
ISS00168	54	PAD, ARMREST
KES00407	30	FUSE, FINE WIRE . 250V/0.5A 5 X 20
WCS00252	6	ACTIONATOR, CROUZET 161 F
SAS00311	10	UNIT INDICATOR AND ALARM AWS
WCS00264	35	BELT

Stock Code	SWT/Angel Qty	Description
ILS00553	40	FLUORESCENT TUBE, COMPACT, 9W
OSS00926	60	SPRING , ROTARY
IGS00023	320	THREAD PLATE, 2XM8
OSS00702	30	GLASS , SAFETY
OSS00954	10	COVER, CONNECTOR STRIP
IPS00601	30	CLIP FIXING COMPLETE SIDE
ISS00186	49	CATCH SEAT BACK TABLE
JBS00872	75	HANDLE
CVS00601	8	WASHER, DIN 125-AA8,4-140
CVS00923	4	SPRING, TENSION
CVS00995	4	SEAL, LOCKING MOUNTING PLATE, CAB CIRCUL
EBS00330	64	LABEL WARNING 'NO FIRE'
18800174	24	COVER , RIGHT . CMPTE
IPS00803	20	TONGUE, FIXING ELEMENTS FOR SIDE PANELS
WVS00143	55	GASKET, 62X46X3, EPDM, SOSH
ARS00121	4	GOVERNOR . LOW MAIN RESERVOIR
08800873	20	FITTING , SWIVEL
08800903	80	SEAL
08800956	20	T-COUPLING , PLUG-IN
CVS00996	4	SEAL, RECESSED HANDLE, CAB CIRCULATION D
WVS00142	65	GASKET, 75X58X3, EPDM, SOSH
ICS00321	20	FLOOR MOUNT. SOCKET CMPTE WTH. HINGED CO
XRS00434	22	CABLE HF
WCS00281	15	LABEL, VT, "COMPRESSED AIR INPUT"
WCS00283	15	LABEL, VT, "TEST CONDUIT"
18800436	43	FOAM, SEAT CUSHION
WCS00343	3	MAGNET, SOUTHCO 02-10-802-1 0
HCS00319	6	RESISTOR, 10K OHM
UCS00501	52	FILTER, F1,F2,F3. 3/8"
08800882	12	CAGE,AXIAL ROLLER BEARING.TYPE AXK2542

Stock Code	SWT/Angel Qty	Description
18800188	101	COVER
JBS00863	75	LINER 'IGLIDUR'
CVS00887	80	PLATE,TONGUE,SHORT
08800820	80	SPACER
CVS00873	60	BUSHING
UCS00606	70	SNAP HOOK ASSEMBLY
WCS00804	20	LOCK ACCESSORIES STD LOO
UQS00651	25	SHIM , BUFFER . F. 1MM
WCS00341	35	MAGNET, NEODIMIUM, IVD.35-DX8X8
18800612	44	SPRING, TORSION
JOS00903	6	SEAL, COVER. CONNECTOR STRIP
PAS00464	2	LINE . SUPPLY. 3M
UDS00011	34	DAMPER SECONDARY HORIZ.MEDITERR/GIMON
08800829	100	ROLLER , CMPTE
08800957	20	Y-COUPLING
ILS00512	40	TUBEHOLDER 2G7
HDS00603	10	BRACKET, FITTING, STAINLESS STEEL
UUS00071	150	HUCK-SOLT , FLANGE
ILS00513	40	SUPPORT FOR TUBE
UUS00030	64	SLEEVE
JVS00035	8	VALVE,CHECK.WIPER SYSTEM
UUS00606	300	SHIM 1, BL1 X 100 X 153
18800642	100	MEALTRAYSTOPLARGEHEAD
UQS00603	25	SHIM 5MM
UUS00105	100	WASHER
ISS00633	200	ROLLER, PLASTIC
UUS00607	300	SHIM2,BL1 X100X337
UUS00091	50	SUPPLEMENT
UUS00092	48	SUPPLEMENT
STS00401	9	PANEL CONTROL TPWS

Stock Code	SWT/Angel Qty	Description
STS00402	7	UNIT CONTROL TPWS
ILS00510	60	TUBEHOLDER TS WITH SPRING
OSS00924	40	SPRING , SPIRAL, CLOSING
PKS00601	2	THREADED LOCKING WASHER,M8,DIN 9021
UCS00051	40	INDICATOR SCREW (ANCHOR UPPER RIGHT)
UDS00023	34	YAW DAMPER MOTOR BOGIE
ISS00613	22	STOP, BUMP
OSS00922	100	SPRING , SPIRAL
EBS00132	40	PIN CONNECTION1 ,5
OSS00927	20	SPRING , ROTARY
HCS00310	105	CRIMP CONTACT, INSERT
ITS00064	56	LOCK, TABLE, RAL 7012
HCS00322	105	CRIMP CONTACT, INSERT
UUS00101	12	WASHER
UDS00022	34	YAW DAMPER TRAILER BOGIE
ITS00063	56	PLUG, TABLE CATCH, RAL 7012
CGS00101	5	FLAP FRESH WATER RAL5002 (CLASS 450)
BVS00122	16	PLUG , VENTED. DRAIN
EBS00325	20	STICKER POLARITY NEGATIVE
EBS00321	600	PLUG VENTED
OPS00602	90	SEAL
ILS00511	60	TUBEHOLDER TS WITHOUT SPRING
UUS00608	300	SLEEVE, ADAPTER, TAPERED RD 80 X 30
JBS00934	30	BUFFER
UUS00102	12	WASHER
OSS00834	200	PIN , ECCENTRIC
XRS00424	200	PLUG 10-PIN RJ
OSS00925	40	SPRING , SPIRAL, CLOSING
UUS00090	100	ACCESSORY, FIXING
UQS00631	25	SHIM. 1MM. SWT

Stock Code	SWT/Angel Qty	Description
OSS00923	100	SPRING , SPIRAL
UUS00103	12	WASHER
UQS00634	25	SHIM 10MM. SWT
OSS00883	200	DISK , AXIAL . TYPE AS2542
EBS00131	40	SOCKET CONNECTION 0.5MM
UQS00632	25	SHIM 2MM . SWT
OSS00921	40	SPRING , SPIRAL
WCS00284	15	LABEL, VT, "ELECTRICAL CONNECTION"
UQS00633	25	SHIM 5MM . SWT
UUS00102	25	PLUG , VENTED. DRAIN
OSS00834	100	STICKER POLARITY NEGATIVE
WCS00284	200	PLUG VENTED
UQS00633	300	SEAL
EBS00327	300	WAHSER LOCK B10 DIN137-1.4301
JVS00026	20	HOSE,PVC
HCS00325	8	FUSE, CONTROLLER 5X20 1 AMP
JKS00121	60	SWITCH SNAP ACTION
18800176	9	BUMPER SQUARE COMPLETE, GREY
EBS00324	20	STICKER POLARITY PARITY
UCS00605	364	WASHER A37
CVS00602	8	NUT, HEXAGON. DIN 934-M8-A2-70
WSS00415	35	BUTTON, WHITE, FIXOR FHC14154
UUS000S0	500	CAP , PROTECTIVE
HDS00602	20	CLIPS, TYP SL, STAINLESS STEEL

Schedule 16 – Special Tools

Please see attached pages.

Item	Part No.	Total Required Quantity
Toughbooks incl. Standard SW and Administration	CF48	10
Battery Charger/Discharger Converter		2
Main Control Gauge for Couplers	1001558	3
OTMR breakout box		3
Test Rig for HVAC Cab		2
Earthing Switch 36KS Type	TRK5645826D	3
Beam Alignment Fixture		3
Shoe Height Setting Gauge	M-07638-05-FB	10
CCTV on-board monitor (SWT use)		3
MVB Test Software		2
Sony PVM + Monitor	PVM14 M4A	2
Train control CCU SIBAS 32 Monitor		2
Firebox for HSCB		2
Frame Unit, Aux & Traction Supply Modules		2
ISO-TECH IPS 2303 Dual Output DC Power Supply.	RS 446-1926	4
Earthing Rod (Erdungsgeschirr)	A2V01131137	8
Passenger Seat Removal Fixture		14
ISO-TECH GFG-8216A Combined 150 MHz Counter	RS 376-0222	4
USB keys for upload		2
TCU coolant hydrometer test kit		3
PIS Programmer		11
Airflow meter (air dryer)		4
Frame Unit, Line Filter Unit.		2
Frame Unit, Battery Box Module		2

Frame Unit,Brake Resistor Module		2
Toilet System Pressure Gauge 0.0 to +6.0bar		2
Sliding Door Drive (Travel Time Sensor)	25-865-0009-3HV	6
Cab HVAC Test Plug Interface (Dongle)	97.200.62.501	12
Brake Speed Sensor Tester	STN24518/GI6	2
Wireless video link for focussing cameras	WL-C4Z	2
Krikrit 1 instrument for Saloon Doors	999 0899 999	3
Special Mounting Tool W68 - Traction Unit		2
Dummy Retraction Lever Shaft	M02871-01-T	6
Pivot Spring Tension Tool	M02873-01-T	6
Broarcast Test Chart for Camera Calibration	TC44CG	2
Braid, Earthing Switch	50142S0041 0C3	15
Torque Key 13-17mm		6
Depth Gauge W-6	HSBA 431494P0001	3
EVAC toilet test stand power supply	53-18240	2
100m HD RG59 Coax cable	RG59/100	2
Retraction Spring Tensioning Bar	M02872-01-T	6
Battery Filling Station		70
Arc Chute Gauge	SG 100029P1	5
Battery Electrolyte Hydrometer		3
Extractor for Joint of Guide Bar		1
Traction control TCU SIBAS 32 Monitor		2
SIBAS G Tools		2
SIBAS G Tools Library		2

Software PCS		1
CSR Test Station		2
PIS Edit Tool (add. Test facility}		1
OTMR PCMCIA Download Cards		140
PIS Edit Tool (add. Import Tool}		1
TPWS Depot Test Box	606401-00	3
ACU Test Software SB-LADER		2
OMTR Analyser software Licence OTDPS		2
PIS Edit Tool (add. Search facility)		1
TPWS Train Test Box	608576-00	5
PIS Edit Tool (multiple window feature)		1
Brake System Test Software CI450 MAINTOOL		2
Brake System Test Software CI444 MAINTOOL		2
DEL Inspiron 1 Ghz notebook+ software	TSC-3001	2
Door Test Software DOORSCAPE		2
PIS Diagnostic Software		2
HVAC Cab Software MAINT-TOOL		2
CSR Test Software		2
Load cell tester		1
Saloon HVAC Software	Z-Graf	2
Toilet System Vacuum Gauge 0.0 to -2.0bar		2
HVAC Cab Software ST10Flasher		2
Sweep Function Generator TG550 (calibrated)	343-6856	2

PIS Programmer		3
Cables & Conns for programming	SMS-256	2
OTMR battery charger		3
Programming Lead lap top to data Recorder	8000438	6
L-shaped guards keys for CI 444 as discussed on		
12.11.03)		2000
Pressure Gauge for Saloon HVAC	STND00481 & STSH00307	2
Set of Hoses	11986	2
Cleaning Combs (8 & 16 Fins per inch)	26510/0282	6
Vacuum Pump for Saloon HVAC	0249 15121A	2
Wrench, Seal Holder	157383	1
Contact Wrench	185907	1
Contact Wrench	158192	1
Buffer Clamp Wrench	175312	1
Battery Special Tool Set		3
Sony 39cm LCD Monitor+ Keyboard	DSS-3KM	2
ACU SIBMON		2
ACU MAINTENANCETOOL		2
Speedometer Tester		3
Torque multiplier		2
Frame Unit, Brake Raft/Compressor Module		2
17.5 Ton Std Jacking Brackets+Engaging Pins		4
Toilet Test System	10531 - SeNice Terminal HT	
793-E	4	
Extraction frame for PWMI in the ACU	A2V00156028630	1
Endoscope		2

TMS screen flash drive		3
Shoe height gauge - lightweight		4
24v/110v bench power supply		2
Fitting Spanner for Ceiling Diffusers		25
Gangway Repair Set	4910034300	2
Pressure transducer		6
Water Replenishment Cart (Battery Top up Kit)	HO27-02-1012	3
BCU Test Box		3

Schedule 17 – Safe Method of Working

FLEET ENGINEERING SAFETY INSTRUCTIONS INDEX					
Date	20/03/2025				
REF NO	ISSUE	LOCATION	On SOROS	DOCUMENT TITLE	ISSUE DATE
FE/SI/01AD	6	All SWR Depots	No	Working at Height	31/08/2021
FE/SI/02 AD	4	All SWR Depots	Yes	Lifting Procedure	11/11/2019
FE/SI/03 AD	7	All SWR Depots	Yes	Permit to Work Procedure	11/10/2019
FE/SI/04 AD	7	All SWR Depots	Yes	Induction Procedure	10/07/2018
FE/SI/05 AD	10	All SWR Depots	Yes	Provision & Use of Personal Protective Equipment	26/08/2020
FE/SI/06 BM	3	Bournemouth	Yes	Emergency Planning & Spill Response	17/09/2019
FE/SI/06 BMILL	4	Barton Mill	Yes	Emergency Planning & Spill Response	06/11/2017

FE/SI/06 CY	7	Clapham	Yes	Emergency Planning & Spill Response	02/09/2019
FE/SI/06 FA	5	Farnham	Yes	Emergency Planning & Spill Response	21/09/2018
FE/SI/06 FEL	2	Feltham	yes	Emergency Planning & Spill Response	01/06/2021
FE/SI/06 FR	5	Fratton	Yes	Emergency Planning & Spill Response	14/09/2020
FE/SI/06 IOW	5	Ryde	Yes	Emergency Planning & Spill Response	04/03/2019
FE/SI/06 IOW PWAY	1	Ryde	Yes	Emergency Planning & Spill ResponseJan	09/02/2023
FE/SI/06 SA	6	Salisbury	Yes	Emergency Planning & Spill Response	30/07/2019
FE/SI/06 WD	6	Wimbledon	Yes	Emergency Planning & Spill Response	30/08/2019
FE/SI/06 WK	3	Woking	Yes	Emergency Planning & Spill Response	15/05/2019
FE/SI/08 AD	4	All SWR Depots	Yes	Use of Waste Compactors	22/01/2018
FE/SI/09 CY	2	Clapham	Yes	Pit & floor cleaning activities	14/05/2018
FE/SI/09 FR	2	Fratton	Yes	Pit & floor cleaning activities	08/11/2021
FE/SI/09 WD	3	Wimbledon	Yes	Pit & floor cleaning activities	09/03/2020

FE/SI/10 AD	7	All SWR Depots	Yes	Management of Contractors within Fleet Engineering	30/09/2021
FE/SI/13 AD	16	All SWR Depots	Yes	Correct Hanging of Not To Be Moved Boards	14/12/2021
FE/SI/14 AD	5	All SWR Depots	Yes	Decontamination of Units involved in Fatalities	20/02/2019
FE/SI/15 BM	3	Bournemouth	Yes	Dispensing Carriage Wash Detergent	14/09/2018
FE/SI/15 CY	5	Clapham	Yes	Dispensing Carriage Wash Detergent	14/05/2018
FE/SI/15 FA	2	Farnham	Yes	Dispensing Carriage Wash Detergent	21/09/2018
FE/SI/15 FR	3	Fratton	Yes	Dispensing Carriage Wash Detergent	27/01/2022
FE/SI/15 SA	2	Salisbury	Yes	Dispensing Carriage Wash Detergent	14/09/2018
FE/SI/15 WD	5	Wimbledon	Yes	Dispensing Carriage Wash Detergent	20/01/2020
FE/SI/16 BM	6	Bournemouth	Yes	Winter Weather Precaution Plan	23/02/2021
FE/SI/16 BMILL	4	Barton Mill	Yes	Winter Weather Precaution Plan	11/01/2022
FE/SI/16 CY	5	Clapham	Yes	Winter Weather Precaution Plan	27/09/2017

FE/SI/16 FA	5	Farnham	Yes	Winter Weather Precaution Plan	11/01/2022
FE/SI/16 FEL	1	Feltham	Yes	Winter Weather Precaution Plan	26/11/2021
FE/SI/16 FR	7	Fratton	Yes	Winter Weather Precaution Plan	23/09/2021
FE/SI/16 IOW	1	Ryde	Yes	Winter Weather Precaution Plan	04/01/2024
FE/SI/16 SA	7	Salisbury	Yes	Winter Weather Precaution Plan	11/01/2022
FE/SI/16 WD	5	Wimbledon	Yes	Winter Weather precaution Plan	15/10/2018
FE/SI/16 WK	3	Woking	Yes	Winter Weather Precaution Plan	12/02/2021
FE/SI/17 BM	2	Bournemouth	Yes	Operation of the Upholstery Cleaning Machine	13/09/2017
FE/SI/18 WD	4	Wimbledon	Yes	Repair of 455 Vehicle Roofs	20/02/2020
FE/SI/19 BM	3	Bournemouth	Yes	Working Safely in Depots Sidings & Cleaning Sheds	10/01/2022
FE/SI/19 BMILL	5	Barton Mill	Yes	Working Safely in Depot Sidings & Cleaning Sheds	11/01/2022
FE/SI/19 CY	2	Clapham	Yes	Working Safely in Depots Sidings & Cleaning Sheds	02/04/2020
FE/SI/19 FA	5	Farnham	Yes	Working Safely in Depot Sidings & Cleaning Sheds	11/01/2022
FE/SI/19 FEL	2	Feltham	Yes	Working Safely in Depots Sidings	14/05/2021

FE/SI/19 FR	5	Fratton	Yes	Working Safely in Depots Sidings & Cleaning Sheds	13/07/2021
FE/SI/19 SA	1	Salisbury	Yes	Working Safely in Depot Sidings & CET/Fuel Shed	15/02/2023
FE/SI/19 WD	3	Wimbledon	Yes	Working Safely in Depots Sidings & Cleaning Sheds	07/07/2020
FE/SI/19 WK	3	Woking	Yes	Working Safely in Sidings	11/01/2022
FE/SI/21 AD	9	All SWR Depots	Yes	Depot Track Safety Policy	21/08/2019
FE/SI/22 AD	2	All SWR Depots	Yes	Management of Occupational Health within Traincare Depots	10/01/2013
FE/SI/24 AD	4	All SWR Depots	Yes	Fleet procedure for development of local isolation instructions for conductor rail equipment	01/08/2019
FE/SI/25 BM	7	Bournemouth	Yes	Exterior Unit Cleaning (hand bashing) including external graffiti removal and Window cleaning	26/06/2020
FE/SI/25 CY	5	Clapham	Yes	Exterior Unit Cleaning (hand bashing) including external graffiti removal	21/11/2016
FE/SI/25 FR	8	Fratton	Yes	Exterior Unit Cleaning (hand bashing) including external graffiti removal	17/02/2020

FE/SI/25 IOW	3	Ryde	Yes	Exterior Unit Cleaning (hand bashing) including external graffiti removal	15/12/2021
FE/SI/25 SA	5	Salisbury	Yes	Exterior Unit Cleaning (hand bashing) including external graffiti removal	03/07/2019
FE/SI/25 WD	5	Wimbledon	Yes	Exterior Unit Cleaning (hand bashing) including external graffiti removal	08/10/2019
FE/SI/26 BM	6	Bournemouth	Yes	Depot Protection	03/07/2021
FE/SI/26 CY	7	Clapham	Yes	Depot Protection	20/11/2017
FE/SI/26 F FEL	1	Feltham	Yes	Emergency Power Off Buttons	19/04/2024
FE/SI/26 FR	9	Fratton	Yes	Depot Protection	13/07/2021
FE/SI/26 IOW	8	Ryde	Yes	Depot Protection	08/12/2020
FE/SI/26 SA	5	Salisbury	Yes	Depot Protection	08/11/2018
FE/SI/26 WD	7	Wimbledon	Yes	Depot Protection Staff Protection Inside The Inspection Shed	31/03/2021
FE/SI/26A AD	9	All SWR Depots	Yes	Electrical Lock Down of Rail Vehicles	14/06/2019
FE/SI/26B	1	Ryde	Yes	Isolation of 750V Overhead Traction Supply	27/01/2023

FE/SI/26B BM	3	Bournemouth	yes	Isolation Procedure for Working in the Vicinity of 750V Overhead Shore Supply and Short Section	30/10/2018
FE/SI/26B CY	3	Clapham	Yes	Isolation Procedure for Working in the Vicinity of 750V Overhead Shore Supply	22/11/2019
FE/SI/26B FR	4	Fratton	Yes	750V Overhead Traction Supply Isolation	18/07/2018
FE/SI/26B WD	4	Wimbledon	Yes	Isolation Procedure for Working in the Vicinity of 750V Overhead Shore Supply	20/10/2021
FE/SI/26C BM	6	Bournemouth	Yes	Isolation of 6, 8 & 9 roads within the cleaning shed	13/03/2020
FE/SI/26C CY	6	Clapham	Yes	Isolation of 7 & 9 roads within the cleaning shed	13/03/2020
FE/SI/26C FA	7	Farnham	Yes	DC Isolating & Short Circuiting Switch of 6 & CET Roads	15/09/2021
FE/SI/26C FA	2	Farnham	Yes	DC Isolating & Short Circuiting Switch of 16&17, 18&19 & 20 Roads	31/08/2021
FE/SI/26C FR	5	Fratton	No	DC Isolating & Short Circuiting Switch of 11 & 12 Roads	06/07/2020
FE/SI/26C FR	9	Fratton	Yes	Isolation of 5 & 6 roads within the maintenance shed	17/03/2020
FE/SI/26C IOW	3	Ryde	Yes	DC Isolating and Bonding Switch of 4 Road (Wash Road)	25/10/2021
FE/SI/26C WD	7	Wimbledon	Yes	Isolation of 6 & 7 roads within the cleaning shed	13/03/2020

FE/SI/26C WK	2	Woking	Yes	Isolation of Dead End Roads 3, 5 & 6	07/06/2022
FE/SI/26D AD	5	All SWR Depots	Yes	Clipping, Plugging and Padlocking Hand Points (including RACOR Points)	19/02/2019
FE/SI/26E IOW	2	Ryde	Yes	Safe Use of Turtle	20/04/2021
FE/SI/26E WD	1	Wimbledon	Yes	Degraded working Wimbledon Inspection shed	03/05/2022
FE/SI/27 AD	6	All SWR Depots	Yes	Vegetation Control	15/11/2019
FE/SI/29 AD	8	All SWR Depots	Yes	Operation of CET Equipment	15/09/2021
FE/SI/29a FEL				Operation of CET BIO unit and Tanking Feltham only	
FE/SI/30 WD	1	Wimbledon	Yes	Coupling & Uncoupling Rail Vehicles Intermediate Couplings	18/07/2012
FE/SI/33 FA	4	Farnham	Yes	Use of Brush Cutter / Trimmer	11/01/2022
FE/SI/35 WD	3	Wimbledon	Yes	Window Filming	13/12/2018
FE/SI/36 WD	3	Wimbledon	Yes	Baling Machine	25/07/2018
FE/SI/37 AD	5	All SWR Depots	yes	Rider & Pedestrian Vehicles	11/10/2021

FE/SI/38 AD	4	All SWR Depots	Yes	Pigeon and Vermin Culling	14/01/2019
FE/SI/39 AD	20	All SWR Depots	Yes	Filling Sandboxes & Testing the Sand Delivery System	13/01/2022
FE/SI/40 D WD	4	Wimbledon	Yes	Removal of swarf from the wheel lathe	22/11/2019
FE/SI/40 WD	11	Wimbledon	Yes	Wheel Lathe Procedure	12/07/2021
FE/SI/40C WD	3	Wimbledon	Yes	Wheel Lathe Procedure appendix C Kubo shunting vehicle.	05/01/2018
FE/SI/45 AD	9	All SWR Depots	Yes	Management and Control of Trackcare Activities	14/03/2019
FE/SI/46 AD	4	All SWR Depots	Yes	Safe Storage and Transportation of Detonators	01/08/2018
FE/SI/47 BM	2	Bournemouth	Yes	Desiro Re Paint Procedure	18/10/2019
FE/SI/48 IOW	2	Ryde	yes	Tunnel Pump Maintenance	13/03/2019
FE/SI/50 AD	5	All Depots	Yes	The Control of Legionella and other Waterborne Diseases	04/06/2020
FE/SI/53 BM	3	Bournemouth	Yes	Class 73 Loco to Multiple units using Bar Coupler Adaptor	25/10/2017
FE/SI/53 SA	2	Salisbury	Yes	BSI-BAR Adaptor Coupler	15/10/2018

FE/SI/53A BM	3	Bournemouth	Yes	Fitting & removing Dellner adaptor coupler to class 73 ED	12/12/2019
FE/SI/54 AD	3	All Depots	Yes	Connecting/Disconnecting Battery Chargers To Class 158/9 Trains	01/09/2017
FE/SI/55 WD	1	Wimbledon	No	Cleaning Shed High Level Light Maintenance	10/11/2016
FE/SI/57 BM	2	Bournemouth	Yes	Fuel Delivery & Dispensing	12/10/2016
FE/SI/57 FR	4	Fratton	Yes	Fuel Off Load Delivery & Operation of Fuel Dispensing System	10/08/2021
FE/SI/57 SA	4	Salisbury	Yes	Fuel Delivery & Dispensing	08/07/2019
FE/SI/62 BM	5	Bournemouth	Yes	Safe use of Power Pusher	10/01/2022
FE/SI/62 WD	4	Wimbledon	Yes	Safe use of Super Pusher	29/11/2018
FE/SI/63 WD	3	Wimbledon	Yes	Appendix B - Railroad Shunting Vehicle (CRAB 3100 EVO)	12/11/2021
FE/SI/63 WD	3	Wimbledon	Yes	Appendix C - Operation of Bogie Drop	12/11/2021
FE/SI/63 WD	9	Wimbledon	Yes	Appendix A - Depot Protection	12/11/2021
FE/SI/63 WD	4	Wimbledon	Yes	Operation of Plant & Equipment within the Bogie Drop Facility	12/11/2021
FE/SI/65 AD	6	All Depots	Yes	Self-Testing Current Rail Indicator Device (STCRID)	26/03/2020
FE/SI/66 FR	1	Fratton	Yes	Safe use of Power Saws	17/01/2023

FE/SI/66 WD	3	Wimbledon	Yes	Safe use of Power Saws	17/01/2018
FE/SI/67 IOW	2	Ryde	Yes	Mercury Spill Procedure	15/07/2019
FE/SI/68 AD	4	All SWR Depots	Yes	SWR Staff Attending Track Calls & Outstations	28/07/2020
FE/SI/70 AD	4	All SWR Depots	Yes	Monitoring & Supervision	02/03/2021
FE/SI/71 AD	3	All SWR Depots	Yes	Dealing With Acid Etching	05/03/2018
FE/SI/72 AD	2	All SWR Depots	Yes	Raising & Lowering of Shoe Gear & Use of Short Circuit Bar	16/07/2018
FE/SI/73 WK	2	Woking	Yes	Operation of Diesel Water Pump	11/01/2022
FE/SI/74 BM	3	Bournemouth	Yes	Disassembly Of Class 444/450 Desiro for Paint Overhaul	18/10/2019
FE/SI/75 BM	2	Bournemouth	Yes	Class 444/450 Intermediate Coupler Attachment Desiro to Class 73	18/10/2019
FE/SI/76 BM	3	Bournemouth	Yes	Assembly of Class 444/450 Desiro After Paint Overhaul	18/10/2019
FE/SI/77 BM	1	Bournemouth	Yes	Screen Wash Dispensing System	14/06/2022
FE/SI/77 FA	2	Farnham	Yes	Screen Wash Dosing System	05/04/2021

FE/SI/77 FR	3	Fratton	Yes	Screen Wash Dosing System	20/12/2021
FE/SI/78 FR	2	Fratton	Yes	Jet Washing Fuel Point Apron	10/03/2021
FE/SI/79 AD	2	All SWR Depots	Yes	Conducting Toolbox Talks	08/06/2021
FE/SI/80 AD	2	All SWR Depots	Yes	Fleet Engineering Health & Safety Roles and Responsibilities	03/09/2021
FE/SI/81 WD	1	Wimbledon	Yes	Pinch Barring units within inspection shed	22/07/2021
FE/SI/82 AD	1	All SWR Depots	Yes	Fleet S&E Safety Assurance System	20/05/2022
FE/SI/83 FR	6	Fratton	Yes	Operation & Maintenance for 750V DC Switchgear for Sidings 4 & 5 Isolation	11/01/2022
FE/SI/84 FA	1	Farnham	Yes	Screen Wash Dispensing System	26/06/2022
FE/SI/85 IOW	1	Ryde	Yes	Parts Washer	27/09/2022
FE/SI/86 AD	1	All SWR Depots	Yes	Train Presentation	08/08/2023

Schedule 18 – Form of Variation Order

Authority for Variation to Contract

VARIATION ORDER	NUMBER
PREAMBLES The train services agreement dated DD MMM YYYY between Siemens Mobility Limited (the “Service Provider”), and South Western Rail Limited (the “Operator”) (the “Agreement”) relating to 127 x 4-car Siemens Class 450 and 45 x 5-car Siemens Class 444 Electric Multiple Units (the “Units”).	
PART C	
Description of Variation:	
Related Variation Proposal:	Dated: DD MMM YYYY
<u>Agreement Effect(s):</u> <u>Services Effect(s):</u> <u>Service Payments Effect(s):</u> <u>Performance Regime Effect(s):</u> <u>Maintenance Plan Effect(s):</u> <u>Specification Effect(s):</u> <u>Programme for completion of Variation Works:</u> <u>Other Effect(s):</u> This Variation Order shall be effective from.....	

**You are hereby authorised to proceed with the above variation.
All other Contract Conditions remain unchanged.**

Signature: _____

Date: _____
Operator's Contract Manager

Variation accepted by Service Provider

Signature: _____

Service Provider's Contract Manager: _____

Date: _____

