



Dated

2023

**LONDON LEGACY DEVELOPMENT CORPORATION
SPORTS AND LEISURE MANAGEMENT LTD**

AGREEMENT
in relation to the operation
and maintenance of the
London Aquatics Centre at
Queen Elizabeth Olympic
Park, Stratford, East London

VOLUME 1 OF 2

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Between

LONDON LEGACY DEVELOPMENT CORPORATION of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (**Client**); and

SPORTS AND LEISURE MANAGEMENT LTD a company incorporated in England and Wales with registered number **02204085** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (**Operator**),

each a **Party** and together the **Parties**.

Background

- (A) On 26 October 2022, the Client advertised on Find a Tender (reference 2022/S 000-030243), inviting prospective operators to submit proposals to provide the Services. As a consequence of the Operator's response to the pre-qualification questionnaire the Operator was one of a number of potential operators invited to participate in a Competitive Procedure with Negotiation with the Client.
- (B) As a result of such Competitive Procedure with Negotiation, the Client has selected the Operator to provide the Services and the Operator has agreed to do so on the terms and conditions of this Agreement.
- (C) The Operator holds itself out as an expert and market leader in operating and maintaining large scale sports and leisure venues (including swimming pools) and the Client is entering into this Agreement in reliance on such fact.

It is agreed

A: PRELIMINARY

1 Definitions and Interpretation

1.1 In this Agreement the following definitions have the following meanings:

Accounts means the accounts and financial information which the Operator is obliged to provide to the Client pursuant to clause 41.1;

Affiliate means in respect of a Party, any member of that Party's Group;

Ambush Marketing means any activity (commercial or non-commercial) undertaken by any person (public or private) that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Olympic and Paralympic Games, the British Olympic Association, "Team GB", any Client Party, any sponsor or commercial partner of the Park or the LAC, or any person entitled to undertake an event at the Park or the LAC;

Applicable Law means all Laws which apply to the Operator or which apply to the provision of any of the Services;

ArcelorMittal Orbit means the 114m high visitor attraction in the Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Asset Lifecycle Information has the meaning given in clause 12.2;

Assets means all assets and rights required to provide any of the Services in accordance with this Agreement including any Initial LAC FF&E Assets, but excluding any assets owned by the Client or any other Client Party;

Auditor has the meaning given in clause 41.15;

Backstop Date has the meaning given in clause 44.5;

BAME means black, Asian and minority ethnic;

Benchmark has the meaning given in Schedule 19 (Benchmarking);

Benchmark Report has the meaning given in Schedule 19 (Benchmarking);

Benchmark Review has the meaning given in Schedule 19 (Benchmarking);

Best Industry Standards means an operator acting in good faith to perform its contractual obligations and exercising all due skill, care, diligence, prudence and foresight and the standards which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the same type of business as the Operator (or any other Operator Party), and using employees and sub-contractors possessing the appropriate accreditations, skills and experience and in accordance with all Applicable Law;

Beyond Economic Repair means:

- (a) the performance of a Lifecycle Asset having regard to reasonable wear and tear, is manifestly not being achieved and is not capable of being achieved through the Operator's obligations under clause 11 (Maintenance)
- (b) the Lifecycle Asset is beyond the operational life, and is requiring and is reasonably expected to continue to require additional maintenance over and above the requirements under clause 11 (Maintenance) than would be reasonably expected in order to maintain its performance at an acceptable level; or
- (c) in order to maintain the performance of a Lifecycle Asset to the level reasonably expected, the maintenance of the same in accordance with clause 11 (Maintenance) has, over a reasonable period having regard to the relevant Lifecycle Asset, occurred and is reasonably expected to continue to occur more frequently, and to a greater extent, than would reasonably be expected having regard to industry standards;

Branding Guidelines has the meaning given in Schedule 22 (Commercial Rights);

British Broadcasting Company Music Studios means the music studios located at the Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Business Continuity Plan means the Operator's business continuity plan relating to the Operator's business in general and not specific to the Services, as the same is updated from time to time in accordance with Best Industry Standards;

Capital Expenditure means any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time;

Car Park means the existing car park shown shaded dark green on the plan attached at Part 2 of Schedule 18 (Plans and Drawings) or as reconfigured pursuant to the Car Park Reconfiguration;

Car Park Reconfiguration means the works to be carried out in respect of the reconfiguration of the Car Park;

Catastrophic Failure means, on the occurrence of a Disaster or an Emergency, failure by the Operator for whatever reason to successfully implement the relevant Contingency Plan in accordance with its terms;

CDM Regulations means the Construction (Design and Management) Regulations 2015;

Certificate of Costs means a certificate prepared in accordance with and including the information required under clauses 41.13 and 41.14;

Change means any change to this Agreement including to any of the Services, except where expressly stated to the contrary;

Change Control Procedure means the procedure in respect of proposed Changes, as set out in Schedule 8 (Change Control Procedure);

Change in Law means the coming into effect, after the Effective Date, of:

- (a) Legislation or other legally binding Law other than any Legislation or Law which on the Effective Date has been published:
 - (i) in a draft Bill as part of a Government Departmental Consultation Paper;
 - (ii) in a Bill; or
 - (iii) as a draft by the court, local authority, Commission of Inquiry, statutory undertaking, relevant authority or other body or power having the power to deliver, pass or give effect to the same; or
- (b) any applicable judgement of a relevant court of law which changes a binding precedent;

Change Notice has the meaning given in Schedule 8 (Change Control Procedure);

Change of Control means in respect of a person, where (a) Control of that person is obtained (whether directly or as a result of obtaining Control of one or more other persons) by any person (either alone or together with persons acting in concert with it, as such expression is defined in the Takeover Code) who did not at the Effective Date hold Control (whether directly or as a result of having Control of one or more other persons) of that person; or (b) a person who has Control (whether directly or as a result of having Control of one or more other persons) of that person at any time from the Effective Date ceases to have Control (whether directly or as a result of having Control of one or more other persons) of that person;

Change Request means a written requirement (in the case of the Client) or a recommendation (in the case of the Operator) for a Change which is submitted to the other in accordance with the Change Control Procedure;

Client Background IPR means any Intellectual Property owned by or licensed to the Client or any other Client Party before the Effective Date and/or which arises (or in the case of a licence commences) on or after the Effective Date other than in the course of or in connection with the Services;

Client Data means any data, documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those) embodied in any medium that are supplied to the Operator (or any other Operator Party) by or on behalf of the Client, any other Client Party or by any Fellow Supplier, or which the Operator (or any other Operator Party) is required to generate, process, store or transmit pursuant to this Agreement including all data relating to the Services and maintenance, renewal, repair and replacement of any asset;

Client Data IPR has the meaning given in clause 23.1(a);

Client IPR has the meaning given in clause 23.1(a);

Client Party means the Client or an Affiliate of the Client;

Client's Operational Services Manager means the person notified as such to the Operator, or any replacement person appointed by the Client from time to time, being the person responsible for managing this Agreement on behalf of the Client;

Client's Representative means the person notified as such to the Operator, or any replacement person appointed by the Client from time to time;

Condition Survey means the survey carried out in relation to the building fabric and M&E equipment at the LAC, the report of which is provided at Schedule 28 (Condition Survey);

Confidential Information has the meaning given in clause 26.1;

Conflict means any circumstance which has or is likely to have a material adverse effect on the interests of the Client or on the ability of the Operator to perform its obligations under this Agreement;

Consents means all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary for the provision of any part of the Services by the Operator in accordance with the terms of this Agreement;

Consumables means consumables including but not limited to lamps, bulbs, strip lighting tubes, filters, fluids, belts, seals, bearings, batteries and fuses;

Contingency Plan(s) means any or all of the Business Continuity Plan, Disaster Recovery Plan and Emergency Action Plan;

Contract Year means a period of twelve (12) months, commencing on 1 April in each year, except that the first Contract Year shall be the period from the Service Commencement Date until 31 March 2024 and the final Contract Year shall be the period from the relevant 1 April of the year in which termination occurs (or the Service Commencement Date if Termination occurs prior to 31 March 2024) until the End Date;

Control means either:

- (a) holding the voting rights attaching to 25% or more of the voting shares in a person; or
- (b) having the power to direct or cause the direction and management of the policies of that person in accordance with the wishes of the person holding the power, whether as a result of the ownership of shares, control of the board of directors, contract or any powers conferred by the articles of association or other constitutional documents of that person;

and **Controlled** shall be construed accordingly;

Copper Box Arena means the arena suitable for events, community and high performance sport located at the Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Coronavirus means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

Coronavirus Pandemic means any outbreak of Coronavirus which is (at the relevant time) designated by the Government of the United Kingdom and the World Health Organisation (or any successor body) as being a public health emergency and / or a pandemic;

Cost Model means the Operator's cost model attached at Appendix 1 of Part 1 to Schedule 6 (Payment Mechanism) as updated from time to time pursuant to Schedule 8 (Change Control Procedure);

CPI Index means the Consumer Prices Index published by the Office for National Statistics or any replacement equivalent or comparable index which is published in substitution for this index from time to time or such other appropriate index as the Operator and the Client may agree in writing;

Critical Assets means the assets, plant and equipment listed in Schedule 23 (Critical Assets);

Data Privacy Laws means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, the

UK GDPR (as defined in s3(10) of the Data Protection Act 2018), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as well as all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the ICO and / or relevant industry body, in each case in any relevant jurisdiction;

Data Room means the data room hosted by the Client to which prospective suppliers were given access as part of the Tender process;

Default means any breach of the obligations of the Operator or any default, act, omission, negligence or mis-statement of the Operator or any Operator Party in connection with or in relation to the subject matter of this Agreement and in respect of which the Operator is liable to the Client;

Disaster means any event which the Disaster Recovery Plan or the Operator's Business Continuity Plan is expressed to cover or can reasonably be expected to cover;

Disaster Recovery Plan means the disaster recovery plan to be produced by the Operator relating to the Services in the agreed form in accordance with clause 38.5, as updated from time to time in accordance with clause 38.6;

Disclosing Party means either (a) the Operator disclosing Confidential Information to the Client or any other Client Party or (b) the Client or any other Client Party disclosing Confidential Information to the Operator;

Disposal means any sale, transfer, assignment, lease, grant or other disposal of any interest in the whole or part of the LAC (including the fixtures and fittings comprised in the LAC) or any assets or goods wholly or partially acquired, restored, conserved, enhanced or improved with any funds received from or on behalf of Sport England or the Client, or with any proceeds to which Sport England or the Client might have otherwise been entitled; and includes, without limitation, any Intangible Disposal; and Dispose shall be construed accordingly;

Dispute means any dispute under or in relation to this Agreement;

Dispute Resolution Procedure means the dispute resolution procedure set out in clause 42;

East London Energy means (company number 06307742) whose registered office is at First Floor, Neon Q10 Quorum Business Park, Benton Lane, Newcastle Upon Tyne, England, NE12 8BU;

Effective Date means the date of this Agreement;

EIR means the Environmental Information Regulations 2004, all related regulations, any subordinate legislation made under them, any amendment or re-enactment of any of them, case law, and any related regulatory codes of practice and guidance issued from time to time, including from the Information Commissioner's Office;

Emergency means an event causing, or in the reasonable opinion of either Party threatening to cause:

- (a) death or serious injury to any individual;
- (b) serious disruption to the lives of a number of people;
- (c) extensive damage to property; or
- (d) contamination of the environment,

in each case on a scale beyond the capacity of the emergency services;

Emergency Action Plan means the plan to be produced by the Operator in the agreed form in accordance with clause 38.5, as updated from time to time in accordance with clause 38.6,

detailing how the Operator shall deal with Emergencies at or relating to any part of the Park or Services and how emergency access to the Park will be maintained at all times;

Emergency/Disaster Plan(s) means either or both of the Disaster Recovery Plan and Emergency Action Plan;

Encumbrance means any right or interest of any third party, including any mortgage, charge, lien, option, encumbrance, right of pre-emption or first refusal, or any agreement to create such right or interest;

End Date means the Expiry Date or Termination Date (as applicable);

Energy Centre means the combined heat and power plant located within the Park which is managed and maintained by East London Energy;

Energy Centre Costs means the charges payable by the Operator to East London Energy in respect of the heating to be supplied to the pool facilities within the LAC;

Exclusive Assets means those Assets which are used by the Operator or any Operator Party exclusively in connection with the provision of the Services which shall include the Initial LAC FF&E Assets;

Exit Plan means the plan for the provision by the Operator of a smooth exit and handover of the Services in the event of Termination and each Partial Termination of this Agreement, or expiry of this Agreement for any reason, which is to be developed and agreed pursuant to clause 34;

Exit Services means the services to be provided by the Operator to the Client pursuant to clause 34 (Exit and Service Transfer) and Schedule 13 (Exit) in the event of Termination and each Partial Termination or expiry of this Agreement, and in each case to facilitate the transfer of the relevant Services to the Client and/or any Replacement Operator;

Exit Transfer Date means the one or more dates on which the provision of the Services or any part of the Services, for whatever reason, transfers to the Client, any other Client Party, any Replacement Operator or any third party;

Expiry Date means 31 March 2032, subject to clauses 3.2 and 3.3;

Extension Notice means a notice served by the Client on the Operator pursuant to clauses 3.2 or 3.3;

External Services means any works or services performed or provided to, for or on behalf of the Client by a Fellow Supplier;

Fellow Supplier means any third party contracted to provide goods, services or works to the Client or any other Client Party;

Final Employee List has the meaning given in paragraph 2.1(c) of Schedule 15 (Employment (TUPE));

Final Staff List means the list of all the Operator Personnel wholly or mainly engaged in or wholly or mainly assigned to the provision of the Services at the Exit Transfer Date;

Fit for purpose means property or plant is correctly suited for the operation which is carried out in/by them, and adheres to manufacturer's instructions, and Health & Safety regulations;

FOIA means the Freedom of Information Act 2000, all regulations made under it and any guidance issued by the Information Commissioner, the Ministry for Justice, or the Department for Environment, Food and Rural Affairs in relation to such legislation (or in each case any successor person or department);

Force Majeure Event means any cause preventing or delaying any Party from performing all or any of its obligations under this Agreement or, in the case of the Client only, any cause preventing or delaying the Client from receiving or requiring the Services or causing any cancellation of the Client's requirement for Services in whole or in part, in each case which arises from or is attributable to:

- (a) acts of God, war, riot, civil commotion, terrorism or threat of terrorism, explosion, fire, flood or storm;
- (b) strikes, lock-outs, stoppages of labour and other industrial disputes; or
- (c) pandemic or epidemic (subject to Clause 39A in respect of any Pandemic Event);

but excluding:

- (i) strikes, lock-outs, stoppages of labour and other industrial disputes originating with the Operator, or any Operator Party;
- (ii) any delay or failure in the Operator's supply chain including by or of any Operator Party, unless that delay or failure is caused by an event which would of itself otherwise be categorised as a Force Majeure Event;
- (iii) in the case of a Force Majeure Event affecting the Operator, any cause which is expressed to be handled by a Contingency Plan or which a Contingency Plan envisages and is practically capable of addressing; or
- (iv) any flooding which the Park has been designed to accommodate.

Games Body means each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British Paralympic Association, and any organising committee of an Olympic Games;

GLA means Greater London Authority;

Good Value means has the meaning given in Schedule 19 (Benchmarking);

Group means a company, its parent undertakings, its subsidiary undertakings and the subsidiary undertakings of any of its parent undertakings from time to time (and **parent undertaking** and **subsidiary undertaking** shall bear their respective meanings in section 1162 of the Companies Act 2006) and **member of a Group** shall be construed accordingly;

Guarantee means the deed of guarantee in the form and content set out in Schedule 17 (Forms of Guarantee), or such replacement guarantee as may be accepted in writing by the Client from time to time;

Guarantor means Castle View International Holdings Ltd (No. Sc129442) whose registered office is at 4 Stuart Road, Bridge Of Allan, Scotland, FK9 4JX;

HGCRA means the Housing Grants, Construction and Regeneration Act 1996;

HSE Auditable Records means all and any records relating to or in connection with the provision of the Services (or any of them) which are required to be kept pursuant to Law, any Consents or any of the Policies relating to health and Safety and the environment;

Indexed means a sum increased or decreased by the change in the CPI Index as calculated in accordance with paragraph 13 of Part 1 of Schedule 6 (Payment Mechanism);

Information means information (recorded in any form) relating to this Agreement, its performance and/or the Services, know-how and/or documents referenced or incorporated in this Agreement, held by the Client (or other entity on behalf of the Client) subject to the FOIA and EIR;

Information Request means any valid request to the Client under the FOIA or EIR for information (whether made in writing or orally);

Initial LAC FF&E Assets means those FF&E assets present within the LAC on the Services Commencement Date;

Initial Term has the meaning given in clause 3.1

Insolvent means where a Party:

- (a) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up;
- (b) has a winding-up order made or a notice of striking off filed in respect of it, has an administration order or has a notice of appointment of an administrator filed in respect of it at any court, or applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (c) proposes, makes or is subject to: (i) a company voluntary arrangement; (ii) a composition with its creditors generally; (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or (iv) a scheme of arrangement under Part 26 Companies Act 2006, or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (d) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income, ceases to trade;
- (e) is the subject of anything analogous to any of the foregoing under the laws of any applicable jurisdiction; or
- (f) is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000);

Inspection Notice has the meaning given in clause 30.2;

Insurance Policy means each policy of insurance referred to in Schedule 9 (Insurance) and clause 17.2(f)(i) and such other policies of insurance as may be required by Law to be carried by the Operator or any Operator Party from time to time, and **Insurance Policies** shall be interpreted accordingly;

Intangible Disposal means a Disposal of naming rights, sponsorship rights or other intellectual property rights or similar intangible rights in relation to all of part of the LAC except as permitted pursuant to Schedule 22;

Intellectual Property or **IP** means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in Know How, registered trademarks, domain names, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

Internal Dispute Resolution means the provisions of clauses 42.1(a) to 42.1(c) but not any other part of the Dispute Resolution Procedure;

Investment Activity means any works, services or provision of any other activity to be carried out by the Operator in order to improve, enhance and/or alter the LAC, excluding any activity

necessary for the Operator to comply with its obligations under clause 11 (Maintenance) or 12 (Lifecycle Maintenance), which shall comprise:

- (a) the Investment Activity set out in Schedule 27 (Investment Activity); and/or
- (b) any Investment Activity agreed pursuant to Schedule 8 (Change Control Procedure);

Key Personnel means those employees of the Operator assigned to the roles set out in Schedule 7 (Key Personnel);

KPI Failure has the meaning given in Schedule 5 (KPIs);

KPI Incentive Payment has the meaning given in Schedule 5 (KPIs);

KPIs has the meaning given in Schedule 5 (KPIs);

KPI Sum has the meaning given in Schedule 5 (KPIs);

KPI Target means for each KPI, the performance target score set out in the Schedule 5 (KPIs) under the column headed **Target score**;

Law means any statute, statutory instrument, subordinate legislation, regulation, directive, delegated, legislation, standard, law, proclamation, order, resolution, notice, rule of court, bye-law, policies, guidelines or industry code of practice or code of conduct;

Legacy Strategic Purpose means that part of the Strategic Purpose which relates to the period after the 2012 Games;

Legislation means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, in each case in the United Kingdom;

Licence Fee has the meaning given in clause 10.5;

Lifecycle Asset means any asset forming part of the LAC (excluding Consumables) including any previous replacement thereof which is Beyond Economic Repair or which is likely to be at any time before the Expiry Date;

Lifecycle Maintenance means maintenance works carried out by the Operator on a Lifecycle Asset;

London 2012 Olympic and Paralympic Games means the Games of the XXX Olympiad and the XIV Paralympic Games held in 2012 principally in London;

London Aquatics Centre or **LAC** means the indoor swimming facility with two 50 metre swimming pools and a 25 metre diving pool located at the Park edged red on the plan attached at Part 2 of Schedule 18 (Plan of the LAC) and as described in Part 3 (General Arrangement Drawings) in each case of Schedule 18 (Plans and Drawings) (but not the area shaded red in the plan attached at Part 4 (Plan showing Secondary Security Control Room) of Schedule 18 (Plans and Drawings));

London Living Wage means the London rate for the basic hourly wage as updated and published annually by the Living Wage Foundation (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

London Stadium means the multi-use outdoor stadium located at the Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Losses means costs (including legal costs on a full indemnity basis and costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands, proceedings and judgments, in each case whether direct or indirect, but subject to clause 28.5;

Lottery Funding Agreement means the agreement relating to the provision of funding in respect of the LAC (and/or activities related thereto) between Sport England and the Olympic Delivery Authority, dated 14 June 2011, as amended from time to time;

Maintenance Information has the meaning given in clause 11.4(c);

Maintenance Survey has the meaning given in clause 12.4;

Managers means the Client's Operational Services Manager and the Operator's Operational Services Manager;

Mobilisation Activities means all activities referred to in any Mobilisation Plan and all other activities as may be reasonably required or reasonably necessary to ensure the Operator is fully ready to provide the Services in accordance with the terms of this Agreement from the Service Commencement Date;

Mobilisation Plan means the plan agreed pursuant to clause 7 (Mobilisation and Service Commencement);

Mobilisation Start Date means 2 October 2023;

Month means a calendar month, and **Monthly** shall be interpreted accordingly;

Monthly Client Payment has the meaning given in Schedule 6 (Payment Mechanism);

Monthly Report has the meaning given in Schedule 11 (Governance, Meeting and Reporting);

Net Assets means the net assets of the Operator as determined in accordance with UK GAAP;

Notifiable Default has the meaning given in clause 30.9;

OfGem means the Office of Gas and Electricity Markets, which is the government regulator for the electricity and downstream natural gas markets in Great Britain;

Open Book Accounting means the disclosure by the Operator of all material data and information which relate to the performance of the Operator's obligations under this Agreement including staff costs, resources used, valuations, cost variations, profit margins, payment mechanisms, budget planning, defaults, claims, insurance, recovery of costs, administration and overhead costs, payments to sub-contractors and suppliers, transactions with intragroup and related parties, corporate overheads and the basis of such charges, capital expenditure, income from third parties and any other matter which is reasonably incidental to the performance of the Operator's obligations under this Agreement provided always that such information shall at all times be prepared and maintained in accordance with appropriate accounting practices (in accordance with Best Industry Standards);

Operating Deficit has the meaning given in Schedule 6 (Payment Mechanism);

Operator Costs means those costs (Indexed) as set out in the Cost Model (subject to paragraph 3 of Part 1 of Schedule 6 (Payment Mechanism) and paragraph 9 of Part 1 of Schedule 6 (Payment Mechanism));

Operator Party means the Operator, any contractor or sub-contractor of the Operator of any tier and, in each case, any Operator Personnel;

Operator's Assigned Personnel means those members of the Operator Personnel who are assigned (within the meaning given to this word by the Transfer Regulations) to the provision of the Services and who are members of an organised group of staff/resources whose principal purposes is to deliver the Services;

Operator's Operational Services Manager means the person identified as such in Schedule 7 (Key Personnel), or any replacement person appointed by the Operator pursuant to clause 18,

being the person responsible for managing the provision of the Services on a day to day basis on behalf of the Operator;

Operator Personnel means all employees, staff, other workers, agents and consultants of the Operator and of any Sub-Contractor who are engaged in the provision of the Services or in meeting any other obligations of the Operator from time to time;

Operator's Representative means the person identified as such in Schedule 7 (Key Personnel), or any replacement person appointed by the Operator pursuant to clause 18;

Other Pandemic means any infectious / viral outbreak (other than of Coronavirus) which is (at the relevant time) designated by the Government of the United Kingdom and the World Health Organisation (or any successor body) as being a public health emergency and / or a pandemic;

Pandemic Event means any circumstance where the Operator is unable to lawfully provide all or part of the Services or prevention or restriction of access to the LAC (or any part of the LAC) by the public, in each case for twenty (20) Working Days or more due to the implementation of Law which applies in England in relation to a Coronavirus Pandemic or any Other Pandemic;

Pandemic Period Income means the income received by the Operator from Users and third parties in respect of the provision of the Services at the LAC in the Pandemic Period together with the relevant proportion of the Monthly Client Payment;

Pandemic Period Costs means the actual costs reasonable and properly incurred by the Operator in respect of the provision of the Services at the LAC in the Pandemic Period;

Pandemic Period means the period during which the Pandemic Event subsists excluding the first twenty (20) Working Days;

Pandemic Top Up means any amounts paid by the Client under and in accordance with clause 39A.2(b).

Park or **QEOP** means Queen Elizabeth Olympic Park at Stratford, East London edged red on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Parking Revenue means revenue from car parking usage payments and enforcement fines with respect to the Car Park;

Parking Revenue Losses has the meaning given in clause 10.35;

Parkland means the area of the Park shaded green on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Partial Termination means the early termination of any part of this Agreement, the termination of any of the Services or any part of the Services and **Partially Terminate** shall be constructed accordingly;

Payments means any amounts payable by the Client to the Operator pursuant to Schedule 6 (Payment Mechanism);

Permitted Purposes means for the purpose of performing its obligations and exercising its rights under this Agreement, or receiving the benefit of the other Party's performance of its obligations (including in respect of the Client, any use of the Services it deems appropriate);

Personal Data has the meaning given under applicable Data Protection Law;

Planned Maintenance means the planned maintenance activities in respect of the LAC which the Operator is to carry out in accordance with each Schedule of Planned Maintenance;

Planning Authority means a local planning authority as defined in the Town and Country Planning Act 1990;

Planning Conditions means all planning conditions and planning obligations affecting the Park and/or the LAC including those summarised in Schedule 20 (Planning Conditions);

Podium means the building in the south Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Policies means the Client's policies and procedures listed in Schedule 14 (Policies), as the same may be varied, withdrawn or added to from time to time;

Previous Operator means:

- (a) Equans Services Limited (company number 598379) whose registered office is at Shared Services Centre Q3 Office, Quorum Business Park, Benton Lane, Newcastle Upon Tyne, NE12 8EX; or
- (b) G4S Secure Solutions (UK) Limited (company number 01046019) whose registered office is at 2nd Floor, Chancery House, St. Nicholas Way, Sutton, Surrey, England, SM1 1JB; or
- (c) Greenwich Leisure Limited (company number 27793R) registered as a Registered Society under the Co-operative and Community Benefit Societies Act 2014, whose registered office is at Middlegate House, The Royal Arsenal, London, SE18 6SX;

Previous Operator Personnel means employees and/or workers of a Previous Operator (and/or any of its sub-contractors) engaged in the provision of services similar to or the same as the Services before the Service Transfer Date;

Priority 0 means security issue and/or breach of perimeter, declared emergency, immediate threat to public safety, immediate threat of death or personal injury;

Priority 1 means any of the following: Health and Safety issue, risk of injury, declared emergency, business critical, significant impact on business operations, Venue Operators, or visitors;

Priority 2 means impact (not significant) on business operations Venue Operators or visitors;

Priority 3 means routine, no impact on business operations, Venue Operators or visitors or any other event or occurrence which is not listed in Priority 0, Priority 1, Priority 2 or which does not relate to a Critical Asset;

Prohibited Act means:

- (a) the offering, promising, giving, accepting or soliciting of an advantage, reward or gratuity as an inducement for an action in connection with the Services which is illegal, unethical or a breach of trust;
- (b) abusing any entrusted power for private gain in connection with this Agreement or any other contract with the Client (including any commission paid as an inducement which was not declared to the Client before the Effective Date);
- (c) the establishment of accounting practices and corporate entity structures that implicitly or explicitly result in tax evasion or facilitate tax evasion as defined in the Criminal Finance Act 2017;
- (d) engaging in any activity, practice or conduct outside the United Kingdom that would, if carried out in the United Kingdom, constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015;
- (e) a failure to comply with all Applicable Laws; or

- (f) doing or omitting to do any act or thing which constitutes or may constitute an offence under Applicable Laws or may cause the Client or any other Client Party or Sport England to breach and/or to commit an offence under any Applicable Laws;

Protected Marks means any trade marks, trade or business names, logos, design rights (whether registrable or otherwise), applications for any of the foregoing or any other intellectual property rights of any Games Body, including marks and designs relating to the London 2012 Olympic and Paralympic Games, any Olympic or Paralympic teams, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words **Olympic, Olympian, Olympiad, Paralympic, Paralympian, Paralympiad** (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended in the future) or by any other legislation enacted in relation to the London 2012 Olympic and Paralympic Games;

Provisional Staff List means a list of all the Operator's Assigned Personnel at the date of preparation of the list;

Quarter means each of: (i) 1 April – 30 June; (ii) 1 July – 30 September; (iii) 1 October – 31 December; and/or (iv) 1 January – 31 March;

Reactive Failure means a total failure of an asset which the Operator is obliged to maintain caused by the Operator's failure to repair and/or perform reactive maintenance on such asset in a timely manner in accordance with the Specification;

Receiving Party means either:

- (a) the Operator receiving Confidential Information disclosed or made available by the Client or any other Client Party; or
- (b) the Client receiving Confidential Information disclosed or made available by the Operator or any Operator Party;

Records means the records referred to in clause 41.1 and 41.2;

Rectification Plan means the plan agreed in accordance with clause 30 (Site Inspections and Rectification Plan Process) for the resolution of a Default;

Rectification Plan Failure has the meaning given in clause 30.17;

Rectification Plan Process means the process for resolving certain of the Operator's Defaults as set out in clause 30;

Registers has the meaning given in Schedule 13 (Exit);

Regulatory Body means any stakeholder in the Client, any government department, local authority, regulatory statutory or other entity committee or body which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled by any Law to supervise, regulate, investigate or influence the matters dealt with in this Agreement, the LAC, its operation, safety or regulatory compliance or any other affairs, goods or services of the Client;

Related Party means a Client Party and/or an Operator Party;

Replacement Operator means any third party or other entity providing Replacement Services;

Replacement Services means all or part of the Services or services which are substantially similar to all or any part of the Services and which are provided by a person other than the Operator following Termination, any Partial Termination or a Service Transfer;

Representatives means the Client's Representative and the Operator's Representative;

Resilience Plan means the resilience plan for a particular Critical Asset to be provided by the Operator as part of the Contract Management Plan in accordance with Schedule 11 (Governance, Meeting and Reporting), as approved by the Client;

Roof Structure means the steel structure forming the legacy roof, the internal and external timber cladding to the underside of the curved roof structure and the external “stucco embossed aluminium sheets” cladding on the external side of the LAC roof structure (excluding any element which can be replaced or repaired as part of planned, preventative and/or reactive maintenance);

Sadler's Wells Theatre means the theatre located at the Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Safe means compliant with Health & Safety regulations and such that no injury will be caused to people or property and **Safely** and **Safety** shall be construed accordingly;

Schedule of Planned Maintenance means each programme for Planned Maintenance to be submitted to the Client by the Operator in accordance with clause 11 (Maintenance);

Service Commencement Date means 1 March 2024;

Service Delivery Plan means the Operator's service delivery plan agreed pursuant to Part 2 of the Specification;

Services means:

- (a) means the operation and maintenance of the LAC and delivery of the services (or any part of them) required under the Specification;
- (b) the Exit Services; and
- (c) any other obligations of the Operator under this Agreement;

Services IPR has the meaning given in clause 23.1(b);

Service Standards means the standards set out in Part 11 and Appendix 4 of the Specification (as applicable);

Service Transfer means any transfer of the Services or any part of the Services from the Operator or any Sub-Contractor to the Client, any other Client Party or any third party;

Service Transfer Date means the Service Commencement Date;

Similar Services means services the same as or similar to the Services and/or which have a similar specification to the Services;

Site Inspection has the meaning given in clause 30.2;

Specification means the specification for the Services set out in Schedule 1 (Specification);

Sport England means the English Sports Council (company number RC000766), established by virtue of a Royal Charter dated 19 September 1996 whose registered office is at 10 South Colonnade, Canary Wharf, London, E14 4PU;

Staffing Information means, in relation to all persons on the Provisional Staff List, all information as the Client may reasonably request including, in an anonymised format:

- (a) their ages and dates of commencement of employment or engagement;
- (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;

- (c) the identity of their employer or relevant contracting party;
- (d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment or work related benefits including medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schemes applicable to them;
- (g) any outstanding or potential contractual statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, maternity or other statutory leave or otherwise absent from work;
- (i) copies of all relevant documents and material relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals); and
- (j) the percentage of working time each such individual spends working in the Services;

Strategic Purpose has the meaning given in Part C of Appendix 1 of the Specification;

Strategy means the Client's strategy for the Park available at https://www.queenelizabetholympicpark.co.uk/-/media/qeop_strategy_to_2025_final_version.ashx?la=en and as updated from time to time;

Sub-Contract means any contract or arrangement between the Operator and a third party under which the Operator agrees to source the provision of any part of the Services from that third party;

Sub-Contractor means a third party which has entered into a Sub-Contract with the Operator;

Sub-Contractor Costs means amounts or invoices properly rendered to the Operator by a Sub-Contractor in connection with the Services;

Target Consumption Level has the meaning given in Part 2 of Schedule 6;

Tender means the Operator's response to the Selection Questionnaire dated 16 December 2022 and to the Invitation to Tender dated 20th February 2023 and all other written information provided by the Operator to the Client as a consequence of the Competitive Procedure with Negotiation prior to the Effective Date;

Term means the period from the Effective Date until the End Date;

Termination means the early termination of this Agreement in accordance with clause 32, howsoever arising;

Termination Date means the date of Termination of this Agreement or the date of any Partial Termination;

Termination Notice means any notice to terminate this Agreement or to Partially Terminate this Agreement which is given by the Operator or the Client in accordance with clause 32;

Termination Period means the period as specified in the Termination Notice pursuant to clause 32 (Termination) during which the Client may require the Operator to continue to supply some or all of the Services and the period of any extension of the provision of Services if the

Client exercises its rights under clause 32 (Termination) to require the Operator to continue to provide Services;

Transfer Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

Transferable Assets means those of the Exclusive Assets which are capable of legal transfer to the Client, any other Client Party or any Replacement Operator;

Transferring Employees means those employees of a Previous Operator (and/or any of its sub-contractors) whose contracts of employment transfer to the Operator pursuant to the Transfer Regulations on the Service Transfer Date and "**Transferring Employee**" means any one of them;

Transferring Exit Employees means the persons listed on the Final Employee List and "**Transferring Exit Employee**" means any one of them;

UCL East means university located at the Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

University of the Arts London College of Fashion means college located at the Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Unplanned Maintenance has the meaning given in clause 11.8;

User means any user or customer of, or visitor to, the Park or the LAC;

Venue(s) means any or all of the:

- (a) ArcelorMittal Orbit;
- (b) Copper Box Arena;
- (c) Podium;
- (d) London Stadium;
- (e) Sadler's Wells Theatre;
- (f) UCL East;
- (g) University of the Arts London College of Fashion;
- (h) Victoria and Albert Museum;
- (i) British Broadcasting Corporation Music Studios; and
- (j) any other building or venue which is included within the Park from time to time;

Venue Operator means any organisation from time to time which operates or maintains a Venue;

Victoria and Albert Museum means the museum located at the Park as identified on the plan attached at Part 1 of Schedule 18 (Plans and Drawings);

Vision means the Client's vision set out in clause 2.1(a); and

Working Day means Monday to Friday, excluding any public holidays in England.

1.2 In this Agreement:

- (a) words and expressions that are defined in a Schedule shall have the same meaning when used in the rest of this Agreement;
- (b) references to the background section, clauses and Schedules are to the background section and clauses of and schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;
- (c) headings shall not affect the interpretation of this Agreement;
- (d) references to any statute or statutory provision shall include any subordinate legislation made under it and include such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- (e) any words following the words **include, includes, including, in particular** or any similar words or expressions shall be construed without limitation and shall not limit the meaning of the words preceding them;
- (f) references to **in writing** or **written** are to communication effected by post and e mail or any other means of reproducing words in a legible and non-transitory form; and
- (g) references to this Agreement are references to this Agreement as varied from time to time.

1.3 In this Agreement, unless the context otherwise requires, references to:

- (a) the singular include the plural and vice versa and references to any gender include every gender;
- (b) a **person** includes a natural person, corporate, statutory, governmental or unincorporated body (whether or not having separate legal personality) and a reference to a **company** shall include any company, corporation or other body corporate, whenever and however incorporated or established; and
- (c) a **Party** or to the **Parties** shall include a reference to its or their successors and (to the extent applicable) permitted assigns and references to a third party shall mean any person other than the Parties.

1.4 The Schedules form part of this Agreement and shall have effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules. If there is an inconsistency between any term in a Schedule and any other term of this Agreement the other term of this Agreement shall prevail.

B: DURATION AND APPOINTMENT

2 Objectives and Client Role

Objectives

- 2.1 The Operator agrees that it shall at all times during the Term provide the Services in a manner which reflects the following:
- (a) the Client's vision to 2030 for the Park, which is to create and maintain an innovative London metropolitan centre with a global focus, powered by inclusive growth and with community at its heart which:
 - (i) Inclusive Growth - attracts investment, enhancing local lives and national economic growth;

- (ii) Community - is an attractive and inspiring place people come together to achieve great things; and
 - (iii) Opportunity - is a place where local talent is celebrated and the benefits of regeneration can be shared by all;
- (b) the Client's four priority themes, which are embedded through the Client's Strategy, driving the Client's strategic objectives and the outcomes it seeks to deliver, which are:
- (i) delivering inclusive growth and community well-being;
 - (ii) delivering sustainable development and responding to the climate emergency;
 - (iii) delivering high quality design; and
 - (iv) delivering inclusion and diversity; and
- (c) the Client's Guiding Principles, as set out in Schedule 2 (Guiding Principles).

Client Role

- 2.2 The obligations of the Client under this Agreement are obligations of the Client in its capacity as the contracting counterparty and without prejudice to the Client's duties and powers, nothing in this Agreement shall operate as an obligation upon or in any other way fetter or constrain the Client in its capacity as a Planning Authority or any other capacity, and the exercise by the Client of its duties and powers in any other capacity shall not lead to any liability under this Agreement (howsoever arising) on the part of the Client to the Operator, save to the extent of such remedies and contractual rights of the Operator.

3 Commencement and Term

- 3.1 This Agreement shall come into force on the Effective Date and continue until the Expiry Date (**Initial Term**) unless this Agreement is terminated early in accordance with clause 32 (Termination) or is extended in accordance with clause 3.2 or 3.3.
- 3.2 The Client may (at its sole discretion) serve a notice on the Operator, no later than twelve (12) months before the end of the Initial Term, requesting that this Agreement is extended for a further two (2) years. The Operator shall respond in writing to an Extension Notice within twenty (20) Working Days after the date of the Extension Notice served under this clause notifying the Client of whether or not it agrees to such extension. The Parties shall use their respective reasonable endeavours to promptly agree the terms which shall apply to the two (2) year extension period. If such terms are agreed, references to the Expiry Date in this Agreement shall be deemed to refer to the date stated in the Extension Notice.
- 3.3 Having served an Extension Notice under clause 3.2, the Client may (at its sole discretion) serve a further notice on the Operator, no later than twelve (12) months before the extended Expiry Date requesting that this Agreement is extended for a further two (2) years. If the Client serves an Extension Notice under this clause, the Operator shall respond in accordance with clause 3.2 (and the remaining provisions set out therein shall apply).

4 Appointment of Operator

- 4.1 The Client hereby appoints the Operator to provide the Services and the Operator agrees to provide the Services in accordance with the terms of this Agreement and in particular so as to attain the KPI Targets.
- 4.2 Subject to clause 30 ((Site Inspections and Rectification Plan Process), clause 32 (Termination) and the Change Control Procedure, the Operator is appointed as the exclusive provider of the Services during the Term, except that if the Client rejects a proposed Change in accordance with paragraph 4.1(b) of Schedule 8 (Change Control Procedure), the Client may at any time procure all or any part of the Services (as applicable) from a third party or perform them itself.

- 4.3 The Client cannot predict the volume of Users or the level of income received by the Operator from such Users during the Term, and the Client does not guarantee or make any representation to the Operator as to any minimum volume of Users or level of income from Users or otherwise in relation to the LAC, and the Client shall not be liable to the Operator in respect of the same, or in relation to the extent or type of activities or developments in or around the Park or the LAC.
- 4.4 The Operator shall assume responsibility for and shall commence providing Services on the Service Commencement Date.
- 4.5 The Operator holds itself and its Sub-Contractors out as experts and market leaders in operating and maintaining large scale sports and leisure venues (including swimming pools) and the Client is entering into this Agreement in reliance on such facts.
- 4.6 The Operator acknowledges the importance of the proper provision of the Services to the functioning of the LAC and the Park and their impact on the Park wide visitor experience. The Operator further acknowledges that its provision of the Services (and any failure in providing or delay in providing the Services in accordance with the terms of this Agreement) may significantly impact on the ability of the Client and/or any other Client Party to derive revenue from the LAC, or the ability of the Venue Operators to derive revenue from the relevant Venue.

5 Due Diligence

- 5.1 The Operator acknowledges and confirms that:
- (a) it has had the opportunity to carry out a thorough due diligence exercise in relation to the Services, the LAC and all its obligations under this Agreement and has requested all the information it considers relevant for due diligence and for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement;
 - (b) it has satisfied itself as to the nature and extent of the obligations and risks assumed by it under this Agreement and the accuracy and adequacy of the information available to it;
 - (c) it has gathered all information necessary to perform its obligations under this Agreement, including:
 - (i) all information as to the nature, state of construction, maintenance, repair and condition of the LAC; and
 - (ii) all information about the availability, accuracy and adequacy of the records and data relating to the matters in clause 5.1(c)(i); and
 - (d) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information provided or gathered under clause 5.1(b) and 5.1(c) and has entered into this Agreement in reliance on its own due diligence.
- 5.2 Subject to clause 12.3 in relation to the Roof Structure, the Client does not give any warranty or undertaking and does not make any representation (either express or implied) as to:
- (a) the completeness or accuracy of the Condition Survey or any information or answers provided or made available to or gathered by the Operator including any information and answers in the Data Room; or
 - (b) as to the satisfactory quality, construction, state of repair and condition, or suitability or fitness for purpose of the LAC,
- whether for the provision of the Services or for any other purpose.
- 5.3 The Operator is not in any way relieved from any obligation under this Agreement and is not entitled to recover any costs from the Client and shall not require any variation to any KPI or the

Specification as a result of any information or answers supplied by the Client or any failure by the Operator to carry out a thorough due diligence exercise.

- 5.4 Subject to clause 28.2, the Client shall not be liable to the Operator, any Operator Party, the Guarantor or any third party in contract, tort (including negligence or breach of statutory duty), under statute or otherwise on grounds that:
- (a) any information or answer whether obtained from the Client or any other Client Party or any third party or a third party is incorrect, insufficient and/or misleading and the Operator shall make its own enquiries as to the accuracy and adequacy of that information or answer; or
 - (b) the LAC is not of satisfactory quality, construction or fit for their purpose.
- 5.5 The Operator confirms that it does not need any help or co-operation from the Client other than as expressly provided in this Agreement.

Operator Costs

- 5.6 Except as stated in paragraph 3 of Part 1 of Schedule 6 (Payment Mechanism) and subject to paragraph 9 of Part 1 of Schedule 6 (Payment Mechanism), the Operator Costs are fixed and constitute the maximum costs which shall be taken into account in calculating any Client Rebate (as defined in the Payment Mechanism), and the Operator accordingly accepts the risk that its actual costs exceed the Operator Costs.

6 Guarantees

Parent Company Guarantee

- 6.1 The Operator shall, on or before the Effective Date, provide the Guarantee duly executed by the Guarantor.
- 6.2 If the Guarantee ceases to be valid or enforceable for any reason, the Operator shall procure that a replacement guarantee in a form and from a guarantor which is acceptable to the Client is provided within ten (10) Working Days, failing which the Client shall be entitled to terminate this Agreement.

C: MOBILISATION AND SERVICES

7 Mobilisation and Service Commencement

- 7.1 The Operator shall prepare a draft Mobilisation Plan covering as a minimum those matters set out in Schedule 4 (Mobilisation) for all Services and based on the information contained in the outline Mobilisation Plan in Schedule 4 (Mobilisation), and those matters referred to in paragraph 3.2 of Part 3 of the Specification. The Operator shall deliver this draft to the Client no later than twenty (20) Working Days following the Effective Date.
- 7.2 The Client may approve or reject any draft Mobilisation Plan or require the Operator to make changes to it, no later than twenty (20) Working Days after the date it was delivered to the Client. If the Client rejects the Mobilisation Plan or requires the Operator to make changes to it, the Operator shall revise the draft Mobilisation Plan accordingly and shall re-submit a revised draft Mobilisation Plan to the Client within ten (10) Working Days of the Client's rejection or requirement for changes. The provisions of this clause 7.2 shall apply again to any resubmitted draft Mobilisation Plan, provided that either the Client or the Operator may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 7.3 The Operator shall provide the Mobilisation Activities from the Mobilisation Start Date until the Service Commencement Date.
- 7.4 In respect of all Mobilisation Activities:

- (a) the Operator shall perform each of the tasks identified in the relevant Mobilisation Plan (approved by the Client) by the applicable date assigned to that task (if any) and otherwise shall perform all Mobilisation Activities in a timely manner; and
- (b) the Operator shall keep the Client fully informed of its progress in relation to all Mobilisation Activities against the relevant Mobilisation Plan (approved by the Client) and if there is any delay in the Mobilisation Activities the Operator shall deploy all additional resources and efforts, and take all reasonable steps, to eliminate or mitigate the consequences of the delay.

7.5 The Client and the Operator shall carry out a joint inspection of the LAC on or around the Service Commencement Date, with the details to be agreed by each Party acting reasonably. Within twenty (20) Working Days following the joint inspection, the Client shall provide a draft survey report in respect of the inspection, recording the condition of specified assets and aspects of the LAC (Handover Report). The Operator may provide comments on the Handover Report which the Parties shall, acting reasonably, seek to agree. If the Operator does not provide any comments within twenty (20) Working Days following receipt of the report, it shall be deemed not to have any comments.

Initial LAC FF&E Assets

7.6 With effect from the Service Commencement Date, the Operator:

- (a) shall be entitled to use the Initial LAC FF&E Assets, subject to clause 7.7;
- (b) shall be responsible for operation and maintenance of the Initial LAC FF&E Assets (and all other Assets) in accordance with this Agreement, including purchasing further assets and/or replacing Assets on a like for like basis as necessary in order to provide the Services in accordance with this Agreement, in particular to comply with clauses 11 (Maintenance) and 12 (Lifecycle Maintenance).

7.7 The Client makes no representation or warranty as to the:

- (a) condition, quality or suitability of the Assets and risk in the Assets shall pass to the Operator on the Services Commencement Date; or
- (b) number or type of the Initial LAC FF&E Assets, including as to whether they correspond with the expected assets.

7.8 The provisions of Schedule 13 (Exit) shall apply in relation to the treatment of Assets following the End Date.

7.9 The Operator shall provide the Client with a list of the number, type and condition of Initial FF&E Assets as at the Service Commencement Date, no later than ten (10) Working Days following the Service Commencement Date, such list to be subject to the Client's written approval.

8 Services

General

8.1 The Operator warrants, represents and undertakes that it shall at all times:

- (a) carry out its obligations in accordance with all the terms of this Agreement including in accordance with the Specification, the Contract Management Plan and Best Industry Standards, to meet or exceed the KPI Targets, and so as to achieve the Legacy Strategic Purpose;
- (b) monitor and report on its performance against the KPIs;
- (c) comply with, and ensure its provision of the Services complies with, all Applicable Law, all Planning Conditions and shall comply with the Contingency Plans;

- (d) obtain, maintain and comply with all Consents;
- (e) perform, manage and provide the Services in a Safe manner and free from any unreasonable or avoidable risk to any person's health and wellbeing;
- (f) ensure the reliability, capability, availability and resilience of the Services and any part of the Services;
- (g) allocate sufficient staff to provide the Services in accordance with the terms of this Agreement;
- (h) comply with all lawful and reasonable directions regarding the Services notified to it by the Client, including by the Client's Representative or the Client's Operational Services Manager;
- (i) comply with the Policies;
- (j) do all other things necessary to provide the Services to the reasonable satisfaction of the Client;
- (k) use its reasonable endeavours to keep the Client fully and promptly informed of any anticipated or forthcoming changes in Consents, changes in or introduction of new Law and any health, Safety or environmental requirements relating to the provision of the Services to which the Client or any other Client Party or any of their employees, workers, consultants, agents or visitors may be exposed and consult with the Client on the implications of such changes;
- (l) without prejudice to clause 22, perform and carry out the Services in an efficient and cost effective manner, ensuring that costs incurred by the Operator in relation to providing the Services at all times reflect then current best market rates (both for the Operator's own costs and for the costs of Supplier Parties);
- (m) ensure that all components, spares, replacements, goods and materials, and Operator's equipment supplied and/or used in the course of the provision of the Services operate in accordance with their technical specifications;
- (n) ensure that its maintenance and operating procedures are sufficient to ensure that the Services are provided to meet or exceed the KPI Targets;
- (o) perform the Services in a timely manner (where timescales for performance are not set out in the Specification or the KPIs); and
- (p) avoid so far as practicable any disruption to the normal operations of the Client or any other Client Party and each Venue Operator when providing the Services.

8.2 The Operator shall immediately notify the Client of any change within the Operator which has or is likely to have a material adverse effect on its ability to provide the Services and in particular if the Operator is subject to any of the following:

- (a) a change in management;
- (b) an internal restructuring;
- (c) its Business Continuity or Disaster Recovery plans are invoked (whether or not in relation to the Services);
- (d) there is a material change or addition to its business activities;
- (e) a change in Key Personnel; or
- (f) a Conflict.

- 8.3 The Operator acknowledges and agrees that it shall also provide such incidental services as are reasonably required or reasonably necessary for the proper performance of its obligations under this Agreement and the provision of Services, even if those services are not specifically described in or contemplated in this Agreement, including the Specification.
- 8.4 If the Operator fails to provide the Services, or any part of the Services, in accordance with the terms of this Agreement or is otherwise in breach of its obligations under this Agreement, the Client may, without prejudice to its other rights, require the Operator promptly to perform or re-perform the Services or obligations at the Operator's cost and expense, or may require the Operator to operate the Rectification Plan Process, and otherwise in any event to take whatever action is necessary to remedy such breach.
- 8.5 All the Operator's property and property of any Operator Party, including equipment and materials, located at any location owned by the Client or any other Client Party are at the sole risk and responsibility of the Operator.

Investment Activity

- 8.6 The Operator shall carry out:
- (a) the Investment Activity described in Schedule 27 (Investment Activity) in accordance with the requirements of Schedule 27 (Investment Activity); and
 - (b) any Investment Activity agreed by the Parties in accordance with the Change Control Procedure (subject to clause 10.19), in which case any costs of Investment Activity which are agreed to be an Operator Cost pursuant to the Change Control Procedure, shall be amortised over the remainder of the Term.
- 8.7 Only those costs of the Operator of carrying out any Investment Activity which are included in the Cost Model shall constitute an Operator Cost, and no other costs shall constitute an Operator Cost unless the Client gives its prior written approval.
- 8.8 The Operator shall not carry out any Investment Activity which involves works and/or alterations to the LAC unless the Client gives its prior written approval of any related technical documents including designs, specifications and works programmes.
- 8.9 If required by the Client, the Operator shall procure a collateral warranty in favour of the Client (in a form to be agreed by the Client) from any works contractor undertaking any works and/or alterations to the LAC which are related to any Investment Activity before any such works and/or alterations begin.
- 8.10 Any assets, property, rights or other items acquired or produced as a result of any Investment Activity shall be owned by the Client. The Client hereby grants (to the extent it is able to do so) a licence to the Operator to use such assets, property, rights or other items as reasonably necessary to provide the Services.
- 8.11 The Operator shall upon completion of the Investment Activity transfer or procure that the legal ownership and any relevant warranties and operating manuals relating to such assets, property, rights or other items is transferred to the Client free of any encumbrance, levy or charge.
- 8.12 The Parties shall agree in writing the point at which any Investment Activity has been completed. On completion of any Investment Activity in accordance with this clause 8.12:
- (a) any associated LAC improvements and/or alterations shall form part of the LAC and the Operator shall maintain and/or replace such parts in accordance with this Agreement; and
 - (b) if requested by the Client, the Operator shall promptly assign (or procure the assignment of) to the Client the benefit of any guarantees or warranties associated with any Investment Activity and give such assistance as the Client may reasonably require in enforcing such guarantees or warranties.

8.13 If the Client agrees to provide funding in relation to any Investment Activity, the relevant provisions of Schedule 27 (Investment Activity) shall apply.

9 Restrictions on Operation

Use of the LAC

9.1 The Operator shall not be entitled to use the LAC for any purpose other than the performance of the Services.

Sport England Restrictions

9.2 Without prejudice to clause 10 and Schedule 11 (Governance, Meeting and Reporting), the Operator shall provide information and assistance as reasonably requested by the Client in relation to the Client's obligations to Sport England under the Lottery Funding Agreement.

10 Licence to Occupy

Non-Exclusive Access

10.1 Subject to the Parties complying with the terms of this clause 10, the Client shall, free of charge, allow each Operator Party non-exclusive access from the Mobilisation Start Date until the Service Commencement Date, to such parts of the LAC as reasonably necessary to perform the Mobilisation Activities in respect of the Services.

10.2 Subject to the Parties complying with the terms of this clause 10, the Client shall, free of charge, allow each Operator Party non-exclusive access to the LAC as reasonably necessary to provide the Services from the Service Commencement Date until the End Date.

10.3 Nothing in this Agreement gives the Operator or any Operator Party any right of sole or exclusive occupation or possession of the LAC or any area of the LAC. The Operator acknowledges that no relationship of landlord and tenant is created between the Client and the Operator or any Operator Party in respect of the LAC or any area of the LAC. Access by an Operator Party to the LAC shall be in the capacity of licensee and the Operator shall not claim or purport to claim, and shall procure that no Operator Party shall have or purport to claim, in each case any sole or exclusive right to possession or occupation of, the whole or any part of the LAC.

10.4 The Client is entitled to exclusive control and possession of the LAC and the Client, any Client Party and/or any Fellow Supplier may enter and remain on the LAC at any time and for all purposes (but in doing so will not do anything which prevents or unreasonably interferes with the Operator providing the Services).

Bare Licence to Occupy

10.5 s43
[Redacted text block]

Prohibition from Making any Disposal

10.6 The Operator warrants that it shall not at any time during the Term make or permit the making of any Disposal except with the prior written consent of the Client and Sport England.

10.7 The Operator warrants that it shall not at any time permit, allow or cause or purport to permit, allow or cause any Encumbrance to be created or arise over the whole or any part of the LAC, asset or equipment which is the property of the Client or any other Client Party.

- 10.8 The Operator warrants that it shall have vacant possession of the LAC throughout the Term (save in respect of any property interest created by a Disposal to which the Client has consented hereunder) sufficient to enable it to discharge its obligations under this Agreement in accordance with the Legacy Strategic Purpose.
- 10.9 The Operator warrants that at the Service Commencement Date, to the best of the Operator's knowledge, there is no one in adverse possession of all or any part of the LAC and no one has acquired or is acquiring any rights adversely affecting all or any part of the LAC.
- 10.10 The Operator warrants that it has not entered into any contractual or other legally binding confidentiality obligation with any other person or entity which would have the effect of restricting or limiting the Client's and/or Sport England's ability to properly scrutinise the use of its grant or would otherwise prohibit the Client from complying with its obligations or exercising its rights under this Agreement.

Conditions of Access

- 10.11 The Operator shall only use the LAC for performing Services in accordance with the terms of this Agreement.
- 10.12 The Operator shall not create any nuisance, annoyance, damage or disturbance arising from its use and occupation of the LAC.
- 10.13 The Operator shall not bring any hazardous materials onto the LAC (save as may be required in the proper provision of the Services in accordance with this Agreement).
- 10.14 The Operator shall not display any signs or notices on the LAC unless permitted to do so in writing by the Client.
- 10.15 The Operator shall comply with any proper and reasonable regulations made by the Client governing the use and occupation of the LAC.
- 10.16 The Operator shall not do or omit to do anything that has the effect of making the Client's insurance policies relating to the LAC, other Venues or the Park void or voidable or which increases the insurance premium for that insurance.
- 10.17 The Operator shall comply with any recommendations and requirements of the insurers that have been notified in writing to it.
- 10.18 If the Operator receives any notice, order or direction from the local or any other competent authority, it is to provide a copy to the Client as soon as possible after receipt.

Alterations or Additions

- 10.19 Except as expressly permitted by clause 10.20, the Operator shall not make, procure, permit or consent to any alterations or additions to the LAC. If the Operator is in breach of this provision, it will at the request of the Client immediately remove any alterations or additions to the LAC and make good any damage caused to the satisfaction of the Client, without prejudice to any other right or remedy the Client may have.
- 10.20 The Operator may make alterations to the LAC without the Client's consent where such alterations comprise like for like replacements of assets and are necessary to comply with its obligations under clause 11 (Maintenance) and clause 12 (Lifecycle Maintenance).
- 10.21 If the Operator is permitted by the Client in writing (pursuant to the Change Control Procedure and a licence to alter agreed between the Parties) to make alterations or additions to the LAC, it must carry out any such alterations and additions in a good and workmanlike manner to the satisfaction of the Client, with good and proper materials, in accordance with good building practice and in accordance with the requirements of all Applicable Law affecting the alterations and additions of the means by which they are carried out. Subject to clause 10.22, the Parties shall agree which Party shall be responsible for the costs of any alterations or additions made in accordance with this clause pursuant to the Change Control Procedure.

- 10.22 If pursuant to the Change Control Procedure the Operator proposes significant alternations or additions to the LAC and the Client requires that a development agreement, licence to alter and/or similar documentation is required to be entered into by the Parties as a result, the Operator shall bear all related cost risk, including in relation to all legal, surveyor and consultant costs. The Operator shall ensure that any sub-contractor providing design complies with clause 17.2, and that such sub-contractor provides a collateral warranty in favour of the Client in the form reasonably required by the Client.

Reinstatement of Alterations and Additions

- 10.23 Unless and to the extent that the Client notifies the Operator in writing not to do so, the Operator shall reinstate all alterations and additions made to the LAC by the Operator, pursuant to clause 10.21, before the end of the Term and return the LAC to the configuration it was in as at the date of this Agreement, by the End Date.
- 10.24 The Operator shall not less than three (3) months before the End Date ask the Client in writing whether the Client requires the Operator not to reinstate any particular alterations or additions made to the LAC in accordance with clause 10.21.

Security and Policy Requirements

- 10.25 The Operator shall ensure that at all times:
- (a) there is no unauthorised access to the LAC by any person; and
 - (b) it keeps appropriate and adequately detailed written records of all contractors and visitors who access the LAC.
- 10.26 The Operator shall ensure that, at all times (and in accordance with Part 6 of the Specification), Operator Personnel accessing the LAC:
- (a) carry any security pass, comply with the Policies and any other relevant on-site regulations (and the Client shall, on request, from time to time provide the Operator with a copy of such requirements), or the Client instructions;
 - (b) do not without the Client's prior written approval, allow visitors access to the LAC or create any nuisance, annoyance, damage or disturbance at the LAC or to any assets therein; and
 - (c) do not do, or omit to do, anything which has the effect of making any Client insurance policy for the LAC void or voidable or which increases the insurance premium payable for such insurance.

Car Park Reconfiguration

- 10.27 The Operator shall operate, maintain and manage the Car Park in accordance with the Specification.
- 10.28 The Operator acknowledges that the Client proposes (but shall not be obliged) to carry out the Car Park Reconfiguration to facilitate adjacent developments and works. The Client shall bear all costs of the Car Park Reconfiguration, including any direct costs incurred in relation to moving any street furniture in place prior to the Car Park Reconfiguration (and if the Operator itself incurs such costs then the Client shall reimburse the Operator for reasonably evidenced sums following submission of an appropriate invoice).
- 10.29 The Client shall consult as reasonably necessary with the Operator during the design, planning and carrying out of the Car Park Reconfiguration, and the Operator shall provide information and assistance as reasonably requested by the Client in relation to the Car Park Reconfiguration.

- 10.30 The Client will seek to ensure at least 111 car parking spaces in the Car Park remain available during the Car Park Reconfiguration, but the Operator acknowledges that there may be fewer than 111 car parking spaces available.
- 10.31 The Client shall notify the Operator in writing at least twenty (20) Working Days prior to commencing the works in relation to the Car Par Reconfiguration.
- 10.32 The Operator acknowledges that the Car Park Reconfiguration may involve an alteration to the demise of the LAC. If the demise of the LAC is altered as a result of the Car Park Reconfiguration, the Client shall promptly notify the Operator in writing and provide an updated plan of the LAC and references in this Agreement to the LAC shall then be deemed to be amended accordingly.
- 10.33 The Operator shall support the Car Park Reconfiguration and be responsible for communicating the impact of the Car Park Reconfiguration to the Users (including, without limitation, publicising alternative transport methods), with a view to minimising any impact on the level of use of the LAC.
- 10.34 Subject to clause 10.35 and 10.36, the Client shall not be liable to the Operator for any loss of revenue or other Losses incurred due to the Car Park Reconfiguration, including as a result of a reduced number of Users.
- 10.35 If aggregate Parking Revenue during the period when the Car Park Reconfiguration is carried out is lower than the aggregate Parking Revenue in the equivalent period in the previous year (**Parking Revenue Losses**), the Operator may notify the Client in writing:
- (a) promptly following the commencement of the Car Park Reconfiguration, of the expected Parking Revenue Losses; and
 - (b) within ten (10) Working Days following completion of the Car Park Reconfiguration, of the actual Parking Revenue Losses and provide evidence to the reasonable satisfaction of the Client demonstrating such Parking Revenue Losses,
- provided that the Operator shall only be entitled to notify the Client in accordance with this clause if the Parking Revenue Losses arise as a result of the Client's failure to ensure that at least 111 car parking spaces in the Car Park remain available during the Car Park Reconfiguration and/or a failure in respect of the customer facing Car Park payment system.
- 10.36 Provided the Operator has complied with the provisions of clauses 10.33 and 10.35 and the Operator can provide reasonable evidence that the Parking Revenue Losses have arisen during the period of the works in relation to the Car Park Reconfiguration being carried out, the Client shall reimburse the Operator for the Parking Revenue Losses following receipt of an appropriate invoice.

11 Maintenance

Planned Maintenance

- 11.1 No later than three (3) months following the Mobilisation Start Date, the Operator shall submit to the Client a draft Schedule of Planned Maintenance based on the principles attached at Schedule 26 (Draft Schedule of Planned Maintenance) for the period from the Service Commencement Date to the expiry of that Contract Year, with a look forward of key activities over the five (5) year period from the Service Commencement Date, for the Client's approval.
- 11.2 Not later than four (4) months prior to the first day of each subsequent Contract Year the Operator shall submit to the Client a draft Schedule of Planned Maintenance for the next succeeding Contract Year for the Client's approval.
- 11.3 Upon receipt of any draft Schedule of Planned Maintenance, the Client shall consider the same and may propose amendments to the draft Schedule of Planned Maintenance or accept the draft Schedule of Planned Maintenance. If the Client accepts the draft, this shall be deemed to be the Schedule of Planned Maintenance for the relevant Contract Year. If the Client proposes

amendments to the draft Schedule of Planned Maintenance, the Operator shall revise the draft to take into account such amendments and resubmit the amended draft to the Client for its approval. The provisions of this clause will continue until the Client approves a draft Schedule of Planned Maintenance or, in circumstances where no draft Schedule of Planned Maintenance has been approved before twenty (20) Working Days prior to the Service Commencement Date (in the case of the first Contract Year) or twenty (20) Working Days prior to the commencement of the relevant Contract Year (in the case of each succeeding Contract Year), the Client and the Operator shall co-operate to review the draft Schedule of Planned Maintenance and use their reasonable endeavours to agree the Schedule of Planned Maintenance as soon as reasonably practicable.

11.4 Each Schedule of Planned Maintenance shall:

- (a) comply with the Specification and Service Delivery Plan;
- (b) include details of all Planned Maintenance required to be undertaken by the Operator during the period to which it relates to meet the requirements of this Agreement; and
- (c) contain the following information (the **Maintenance Information**):
 - (i) details of the proposed start and end dates for each period of Planned Maintenance;
 - (ii) the works and other activities (including Lifecycle Maintenance) to be carried out during each period of Planned Maintenance and/or Lifecycle Maintenance;
 - (iii) if any Lifecycle Asset is to be replaced, the information referred to in clause 12.2;
 - (iv) the proposed hours of work and other activities for each period of Planned Maintenance;
 - (v) details of any effect of any Planned Maintenance on the delivery of any of the remaining Services, operation of the LAC or any other activities in the Park; and
 - (vi) any other information required under the Service Delivery Plan or as otherwise reasonably requested by the Client.

11.5 Not later than twenty (20) Working Days prior to the commencement of any quarter (being a three (3) month period commencing on 1 April, 1 July, 1 October or 1 January), the Operator may submit to the Client for approval a revision to the Schedule of Planned Maintenance for the Contract Year in which the relevant quarter falls showing the effect of the proposed changes to the Maintenance Information. The Client shall respond to the Operator within twenty (20) Working Days following the submission of the revised Schedule of Planned Maintenance and either:

- (a) provide its written approval to the revised Schedule of Planned Maintenance (not to be unreasonably withheld or delayed) and the Schedule of Planned Maintenance as revised shall become the Schedule of Planned Maintenance in respect of that quarter; or
- (b) reject the revised Schedule of Planned Maintenance and the Schedule of Planned Maintenance shall remain unchanged.

11.6 If the Client does not respond to the Operator in accordance with clause 11.5, the revised Schedule of Planned Maintenance shall be deemed to be rejected by the Client.

Planned and Unplanned Maintenance

11.7 The Operator shall carry out Planned Maintenance in accordance with each Schedule of Planned Maintenance to which no objection has been made by the Client in writing or, where

comment has been raised in respect of the Planned Maintenance periods and/or time, the Schedule of Planned Maintenance has been amended pursuant to clause 11.5. The Operator shall only carry out any Planned Maintenance or Unplanned Maintenance:

- (a) in accordance with a Schedule of Planned Maintenance to which no objection has been made by the Client in writing or, where comment has been raised, the Schedule of Planned Maintenance has been amended pursuant to clause 11.5;
- (b) in accordance with the requirements of this Agreement and on a like for like basis; or
- (c) in an emergency, in accordance with clause 11.9.

11.8 Subject to clause 11.9, if the need arises for maintenance, including reactive maintenance (excluding any works of a de minimis nature in respect of which the Parties have agreed this clause shall not apply), which are not scheduled to be carried out as part of Planned Maintenance (**Unplanned Maintenance**), the Operator shall carry out any Unplanned Maintenance provided that the Operator shall notify the Client in writing as soon as possible of any disruption to the operation of the LAC arising as a result of the Unplanned Maintenance, including details of any impact on Users and/or loss of revenue suffered. Nothing shall prevent the Client from making any KPI Sums pursuant to Schedule 5 (KPIs).

11.9 Without prejudice to the notification requirements in the Specification, if, due to an emergency, the need arises for Unplanned Maintenance, the Operator may carry out such Unplanned Maintenance provided that the Operator shall notify the Client as soon as possible and in accordance with any requirements in the Service Delivery Plan (and in any event within four (4) hours of the occurrence of the emergency) if there is an impact on Users and/or the operation of the LAC and/or any loss of revenue. The Operator shall take all reasonable steps to minimise the duration of such Unplanned Maintenance. Nothing shall prevent the Client from applying any KPI Sums pursuant to Schedule 5 (KPIs) in respect of any period when Unplanned Maintenance is carried out.

12 Lifecycle Maintenance

12.1 Subject to clause 12.3, the Operator shall carry out (or procure the carrying out of) the replacement and renewal during the Term of each Lifecycle Asset.

12.2 The Operator shall notify the Client:

- (a) at least three (3) months before any Lifecycle Asset replacement and renewal is to be undertaken in accordance with clause 12.1; and
- (b) with each Schedule of Planned Maintenance submitted to the Client,

with such notice including the following detailed and specific information (the **Asset Lifecycle Information**):

- (c) details of the Lifecycle Assets to be replaced or renewed;
- (d) details of the works required for the asset replacement and renewal to be undertaken;
- (e) the date(s) that the Operator anticipates the asset replacement and renewal works will be undertaken on, and the proposed hours of work; and
- (f) details of any potential effect of the asset replacement and renewal on the delivery of any of the Services and / or the activities or operations of the Client.

Roof Structure

12.3 The Operator shall carry out (and bear the costs of carrying out) planned, preventative and reactive maintenance, including any periodic inspections, of the Roof Structure and its component parts, in each case in accordance with Clause 11 (Maintenance) and this Clause 12 (Lifecycle Maintenance). However, if any element of the Roof Structure is Beyond Economic

Repair such that it needs to be replaced (**Catastrophic Failure**), then to the extent such circumstances do not arise due to a failure by the Operator to comply with its obligations under this Agreement:

- (a) the Operator shall not be responsible for such replacement (or the costs of carrying out such replacement), which shall be at the risk of the Client;
- (b) the Operator shall be relieved from its obligations to provide the Services to the extent that it is unable to do so as a direct result of the Catastrophic Failure, but shall not be entitled to any compensation in respect of any Losses or loss of revenue which the Operator may suffer (regardless of whether such loss exceeds any limit on the Operator's insurance cover in respect of loss of revenue); and
- (c) if as a result of the Catastrophic Failure the Client postpones or cancels its requirement for the whole or a substantial part of the Services either for a continuous period of three Months or more or for an aggregate period of four Months in any rolling 12 Month period, the Client shall be entitled to terminate this Agreement upon twenty (20) Working Days' notice, and such termination shall be treated as if the Client had terminated this Agreement pursuant to clause 32.5; and
- (d) if as a result of the Catastrophic Failure the Operator is unable to provide any Services whatsoever for a continuous period of twelve (12) Months or more, the Operator shall, subject to clause 12.3A, be entitled to terminate this Agreement upon twenty (20) Working Days' notice, and such termination shall be treated as if the Client had terminated this Agreement pursuant to clause 32.5.

12.3A If the Operator serves a notice terminating this Agreement in accordance with clause 12.3(d), then if the Client serves a notice that the following shall apply, this Agreement shall not terminate. The Client's notice must confirm that during the period from the date of the Operator's notice under clause 12.3(d) until the date when the Operator is able to provide some or all of the Services, the provisions of Clause 39A.2 shall apply as if a Pandemic Period was subsisting during such period.

Maintenance Survey

12.4 The Client may procure the carrying out by a suitably qualified and independent surveyor (being independent of the Client) to carry out a survey of the LAC (**Maintenance Survey**) to assess whether they have been and are being maintained by the Operator in accordance with its obligations under clause 12, provided that the Client has given the Operator not less than three (3) months notice of its intention to conduct a Maintenance Survey.

12.5 The Client shall consider in good faith any reasonable request by the Operator for a Maintenance Survey to be carried out on an alternative date provided that:

- (a) such request is made at least ten (10) Working Days prior to the alternative date requested by the Operator (**Alternative Date**) and in any event at least ten (10) Working Days prior to the date notified by the Client of its intention to conduct a Maintenance Survey (**Notified Date**);
- (b) the Alternative Date is not more than ten (10) Working Days before or after the Notified Date; and
- (c) the Operator (acting reasonably) is able to demonstrate that carrying out such Maintenance Survey on the Notified Date would materially prejudice the Operator's ability to provide the Services.

12.6 When carrying out a Maintenance Survey, the Client shall use reasonable endeavours to minimise any disruption caused to the provision of the Services by the Operator. The Operator shall afford the Client (free of charge) any reasonable assistance required by the Client during the carrying out of a Maintenance Survey. Subject to clause 12.7, the cost of a Maintenance Survey shall be borne by the Client.

- 12.7 If a Maintenance Survey shows that the Operator has not complied with or is not complying with its obligations under clause 12, the Client shall:
- (a) notify the Operator of the rectification and/or maintenance work which is required to bring the condition of the LAC to the standard they would have been in if the Operator had complied or was complying with its obligations under clause 10.27;
 - (b) specify a reasonable period within which the Operator must carry out such work; and
 - (c) recover the cost of a Maintenance Survey from the Operator by means of a deduction from any amounts payable by the Client to the Operator or other means of reimbursement.
- 12.8 The Operator shall carry out the rectification and/or maintenance work to the Client's reasonable satisfaction within the period specified and any costs it incurs in carrying out such rectification and/or maintenance work shall be at its own expense.

13 Handback

The provisions of Schedule 21 (Handback Procedure) shall apply to the handback of the LAC to the Client on expiry of this Agreement.

14 Continuous Improvement

- 14.1 The Operator shall without prejudice to Part 2 (Utility Benchmarking Procedure) of Schedule 6 (Payment Mechanism) at its own cost (which shall not be charged directly or indirectly to the Client) and as part of the Services throughout the Term:
- (a) proactively review, improve and refine the Services so as to remain at all times a good quality cost effective service provider and to ensure that by its provision of the Services and the Park remains at all times high quality visitor attractions delivering high quality visitor experiences;
 - (b) proactively seek to identify areas where the Services and customer service (in accordance with the Specification) can be improved;
 - (c) promptly notify the Client in writing, and consult with the Client about making available to the Client, improvements of any kind which the Operator makes available either in respect of its own business or to third parties in respect of Similar Services; and
 - (d) discuss at each relevant monthly meeting (in accordance with Schedule 11 (Governance, Meeting and Reporting)) potential improvements and refinements to the Services and advise the Client as to what new or improved technologies and/or processes could be implemented in relation to the Services.
- 14.2 The Client is not obliged to implement or agree to the implementation of any new technology, process, improvement and/or development notified by the Operator.
- 14.3 The Operator agrees that throughout the course of this Agreement it shall use its reasonable endeavours to identify: all additional savings (incremental to those gained through the implementation of the Services) reasonably and properly available to the Operator in the marketplace or through its internal organisation or through its relationship with Operator Parties (such as bulk purchasing or its partnering with other contractors); all potential beneficial changes in the Services and terms generally offered by the Operator to its companies and/or customers; and any methods of improving the commercial performance of this Agreement and/or increasing the revenue derived from the LAC (including in accordance with Quest or Customer Service Excellent (CSE) principles (as applicable)), and bring them to the attention of the Client. The benefit of such savings and changes may take the form of a variation in the Payments and/or a variation in the Services and/or the terms of this Agreement (such changes and variations to be implemented in accordance with the Change Control Procedure (but costs to be as agreed between the Parties)).

15 Representatives

- 15.1 Each Representative shall have the power to exercise all functions of the relevant Party under this Agreement (except as otherwise notified by the relevant Party). A Party may by notice to the other appoint a new Representative.
- 15.2 The Representative for each Party shall be the single point of contact for the other Party.
- 15.3 The Representatives shall meet Monthly and as otherwise agreed from time to time to ensure that the Operator satisfies the requirements of this Agreement and that the Client is promptly made aware of any circumstances that may prevent the Operator from fulfilling any of its obligations under this Agreement.

16 Governance

- 16.1 The Parties agree to manage this Agreement through the governance structure detailed in Schedule 11 (Governance, Meeting and Reporting).
- 16.2 The Operator shall at all times:
- (a) provide such reasonable co-operation and information in relation to the Services to such other contractors or Fellow Suppliers, Venue Operators and sub-contractors or any Client Party as the Client may reasonably require for the purposes of enabling any contractor or Fellow Suppliers, venue operator or sub-contractor to tender for, contract for and deliver goods or services to the Client or any other Client Party or to create or maintain any interfaces that the Client may require;
 - (b) where required by the Client or necessary, co-operate with and co-ordinate its provision of the Services with the performance of any External Services by any Fellow Supplier;
 - (c) supply such information about the Services as may be reasonably required by any Fellow Supplier to enable that Fellow Supplier to provide External Services, but only after seeking the Client's written notification of what may be supplied to the Fellow Supplier.
- 16.3 The Operator shall not at any time do anything which will or might reasonably be expected to bring the Client or any other Client Party or any Venue Operator into disrepute.
- 16.4 The Operator (but only if the Operator is delivering Services itself) and each Sub-Contractor shall at all times have in place and maintain for the provision of the Services, subject to clause 16.6:
- (a) Quest;
 - (b) National Benchmark Survey (NBS) or similar / replacement scheme;
 - (c) Customer Service Excellence (CSE) Award;
 - (d) Investors in People (IIP);
 - (e) Inclusive Fitness Initiative accreditation for health and fitness area(s);
 - (f) maintain the BREEAM accreditation;
 - (g) ISO 14001;
 - (h) BS8901 or equivalent; and
 - (i) any other certifications required by Law.
- 16.5 In the case of any Sub-Contractor which is an SME, the Operator may seek the Client's consent to excuse that Sub-Contractor from obtaining the certifications (and the Client shall not

unreasonably withhold or delay its consent). If the Operator's or any Sub-Contractor's status in respect of any of these certifications changes adversely the Operator shall, without prejudice to the Client's other remedies, notify the Client in writing of the changed status, the reasons for the changed status and the actions the Operator or relevant Sub-Contractor is proposing to take to remedy the matter, within five (5) Working Days of such change.

16.6 The Operator shall, on request, supply the Client with copies of all documentation (including manuals and plans) which demonstrate compliance with clause 16.4.

16.7 The Operator shall at all times:

- (a) familiarise itself and comply with and ensure all Operator Parties are familiar with and comply with the Client's (or any other Client Party's) procedures relating to discipline, fire, health and Safety and security at the Park or otherwise relevant to the provision of the Services;
- (b) perform all the other duties set out in this Agreement with regard to health and Safety including proactively supporting and assisting the Client and its contractors and any third party providers of health and Safety compliance services or similar.

17 Supply Chain

17.1 Subject to clause 17.5 below, the Operator shall not sub-contract the provision of any of the Services or any obligations under this Agreement to any person without the Client's prior written consent and unless:

- (a) the Operator has informed the Client of, and the Client has approved in writing the identity of, that person;
- (b) the Operator has (at its own cost and expense not to be charged directly or indirectly to the Client) conducted full due diligence on that person (including in relation to its financial standing, insurances, health and Safety record, ability to perform the proposed Sub-Contract to the requisite standard, and liabilities in relation to the termination of any relevant contract) and, if required by the Client, has fully disclosed to the Client complete and accurate copies of all such due diligence information (including any report prepared by the Operator's professional advisors);
- (c) the Operator provides the Client with a copy of the proposed Sub-Contract (which must comply with clause 17.2) and any other information which the Client reasonably requires about the proposed Sub-Contractor, the Services to be sub-contracted and the impact on this Agreement;
- (d) the Operator ensures that the Sub-Contract in the form and content provided to the Client under clause 17.1(c) (which must comply with clause 17.2) is signed by both Parties prior to the Sub-Contractor providing any part of the Services; and
- (e) such person is one of the persons listed in Schedule 25 (Approved Sub-Contractors).

17.2 The Operator shall ensure that each Sub-Contract includes:

- (a) the right, under the Contracts (Rights of Third Parties) Act 1999, for the Client or any other Client Party to enforce the terms of that Sub-Contract as if it were the Operator;
- (b) a provision enabling the Operator to assign, novate and otherwise transfer any of its rights and obligations under the Sub-Contract to the Client, any other Client Party or any Replacement Operator without restriction (including any need to obtain any consent or approval) or payment by the Client, any other Client Party or Replacement Operator;
- (c) provisions which are consistent with clauses 24.1, 26, 29 and 30, Schedule 9 (Insurance) and Schedule 10 (GDPR);

- (d) provisions which are consistent with any obligations in this Agreement relating to the provision of employee-related information on re-tendering or exit and any Transfer Regulations indemnities and other employee provisions relating to termination or exit under the Sub-Contract;
- (e) provisions prohibiting the Sub-Contractor from sub-contracting delegating or otherwise dealing with any of its rights or obligations under the Sub-Contract, without the prior written consent of the Client (and for the avoidance of doubt the Client may require, as a term of giving such consent, that any sub-contractor to a Sub-Contractor enters into a contract which complies with clause 17.2); and
- (f) if the Sub-Contract relates to design obligations under this Agreement or otherwise in relation to the Services or the LAC, provisions which require the proposed Sub-Contractor to:
 - (i) maintain in force professional indemnity insurance with a reputable insurance company to cover the relevant potential liabilities in connection with this Agreement; and
 - (ii) provide a collateral warranty in favour of the Client (in a form to be agreed in the writing by the Client) before such design is undertaken.

17.3 Subject to clause 17.5 below, the Operator shall not terminate any Sub-Contract except with the Client's prior written consent and shall not materially amend those terms of any Sub-Contract including, but not limited to, the matters in clause 17.2 without the Client's prior written consent.

17.4 The Operator shall remain responsible and liable for all acts and omissions of each Operator Party and the acts and omissions of those employed or engaged by each Operator Party, as if they were the Operator's own acts and omissions (including, without limitation, in respect of any Fellow Supplier in its capacity as an Operator Party). Any obligation on the Operator to do or refrain from doing any act or thing includes an obligation on the Operator to procure that each Operator Party also does, or refrains from doing, such act or thing.

17.5 Provided that the Operator has informed the Client of the identity of the proposed Sub-Contractor in advance of any proposed Sub-Contract (which must comply with clause 17.2), the Operator shall not be required to satisfy clauses 17.1 or 17.3 above for any proposed Sub-Contract if:

- (a) the proposed Sub-Contractor will not be physically present on site at the LAC for any length of time; and
- (b) the value of the proposed Sub-Contract is less than £50,000 per annum.

18 Key Personnel

18.1 The Operator shall no later than the date(s) stated in the Mobilisation Plan (or such later date as the Client may notify to the Operator in writing) appoint named individuals approved by the Client, approval not to be unreasonably withheld or delayed but is subject to the Client having the right to interview potential candidates in advance of any such appointment, as the people who are responsible for the matters allocated to such Key Personnel. These individuals shall be retained by the Operator on the Services for such time as a person is required to perform the role which has been allocated to him or her. The Key Personnel shall have the authority to act on behalf of the Operator on the matters for which they are expressed to be responsible in Schedule 7 (Key Personnel).

18.2 The Operator shall ensure that:

- (a) during the period in which it performs the Mobilisation Activities, it appoints and makes available the number of Key Personnel for the number of hours per week devoted to the performance of the Mobilisation Activities, in each case in accordance with the Mobilisation Plan; and

- (b) at all times during the provision of the Services with effect from the Service Commencement Date:
 - (i) each of the Key Personnel devotes his or her full time and attention to the provision of the Services, unless otherwise agreed in writing by the Client; and
 - (ii) there is at all times at least one other member of the Operator Personnel who understands and is capable of performing to the level required by this Agreement each Key Personnel role and the relevant duties in relation to the provision of the Services in the absence (whether temporary or otherwise) of the person who currently fulfils that Key Personnel role.

18.3 The Operator shall not remove or replace any of the Key Personnel unless:

- (a) requested to do so by the Client (acting reasonably, provided that the Client shall be acting reasonably where the request is for a reason connected with security, confidentiality, probity or preventing or limiting reputational damage to the Client);
- (b) the person is on long-term sick leave;
- (c) the element of the Services in respect of which that person was engaged has been completed to the Client's satisfaction or has been terminated by the Client;
- (d) the person resigns from his or her employment with the Operator; or
- (e) the Operator obtains the prior written consent of the Client (not to be unreasonably withheld or delayed, provided that the Client shall be acting reasonably where consent is withheld for a reason connected with security, confidentiality, probity or preventing or limiting reputational damage to the Client).

18.4 The Operator shall inform the Client of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. The Client shall be entitled to interview any such person and may object to any such proposed appointment within ten (10) Working Days of being informed of or meeting any such replacement if, in the Client's reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.

18.5 The Operator shall ensure that the role of each of its Key Personnel is not vacant for more than ten (10) Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced. The Operator shall start the process to find a replacement with immediate effect from the Operator or the Client becoming aware of the role becoming vacant.

19 Operator Personnel

Operator Personnel

19.1 At all times during the Term, the Operator shall ensure that:

- (a) each of the Operator Personnel is diligent, honest, suitably qualified, skilled, experienced, properly trained and capable of performing the tasks in respect of which that person is engaged, in accordance with the terms of this Agreement;
- (b) it complies with the requirements of paragraph 19 of Part 11 of the Specification including promptly addressing any appearance, behavioural or conduct issues relating to any Operator Personnel and taking all remediation action required as a result of such issues;
- (c) there is a sufficient number of Operator Personnel to provide the Services properly in accordance with the terms of this Agreement;
- (d) all the Operator Personnel comply with all the Policies;

- (e) all continuing checks are made and documents obtained and verified as required by Law and the UK border control agency to demonstrate the continuing right of each of the Operator Personnel to work in the UK; and
- (f) each of the Operator Personnel uphold the good name and reputation of the Client and act in a manner which is appropriate given that good name and reputation.

Vetting

- 19.2 The Operator shall and shall procure that each Operator Party shall comply with the Client's procedures for vetting personnel (as notified by the Client to the Operator from time to time) and vet each member of Operator Personnel and verify and ensure, before a member of the Operator Personnel commences or undertakes any activity in relation to the provision of the Services, that such person:
- (a) does not have a criminal record (excluding minor motoring offences) unless such criminal record has been notified in writing to the Client and the Client's Representative or the Client's Operational Services Manager has given its prior written consent to such person commencing activity in relation to the Services within a period of five (5) Working Days from the date of the Operator's written request. For the avoidance of doubt, any failure by the Client to respond to a request for consent within the stated period shall be deemed to be a refusal of consent;
 - (b) completes and passes an enhanced level Disclosure and Barring Service check;
 - (c) has provided proof of his or her identity (and right to work if necessary); and
 - (d) has the appropriate qualifications and registrations which are required for the individual to carry out his or her role.

Refusal of Access

- 19.3 The Client in its sole discretion may refuse to grant access to, and remove or require the Operator to remove from the operation of the provision of the Services, any of the Operator Personnel:
- (a) who does not comply with the Policies or the terms of this Agreement;
 - (b) who presents a security, probity or health and Safety threat or risk;
 - (c) whose performance or conduct is unsatisfactory (the Client acting reasonably in this regard); and/or
 - (d) whose continued presence or assignment is not appropriate or otherwise not acceptable to the Client (the Client acting reasonably in this regard).
- 19.4 Following the removal of any of the Operator Personnel for any reason, the Operator shall not reintroduce such person to the Services and shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of this Agreement. Any removal of such person and replacement of that person shall be at the Operator's cost. The exercise by the Client of its rights under clause 19.3 shall not relieve the Operator of any of its obligations under this Agreement. For the purposes of clause 19.3 the Client shall be deemed to be acting reasonably if the reason for the refusal to grant access or the removal or the requirement for removal relates to security, confidentiality, probity, health and Safety, discriminatory behaviour, or the risk of reputational damage to the Client.

Supervision

- 19.5 The Operator shall at all times ensure that all persons involved in performing any aspect of the Services are properly supervised and managed to ensure that they properly perform their duties in accordance with this Agreement and they receive such on-going training as is necessary to ensure the proper provision of the Services in accordance with this Agreement.

- 19.6 The Operator shall ensure that the Operator's Operational Services Manager is dedicated full time to the co-ordination of the management and operation of the Services, the performance of the Operator's obligations under this Agreement and the management of the Operator's day-to-day relationship with the Client.
- 19.7 The Operator shall indemnify the Client from and against Losses whether arising in contract, tort (including negligence), breach of statutory duty or otherwise and caused by any wilful default or negligence of any Operator Personnel, or otherwise relating to any wilful default or negligence in the provision or management of the Services by the Operator or any Operator Party.
- 19.8 The Operator shall indemnify the Client from and against Losses, whether arising in contract, tort (including negligence) breach of statutory duty or otherwise, which the Client may suffer, sustain, incur or pay which arise out of or in connection with any act or omission by any Operator Personnel during the course of their employment or engagement where:
- (a) it is alleged that such act or omission constitutes:
 - (i) unlawful discrimination because of age, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, disability, race, religion or belief, sex or sexual orientation; or
 - (ii) sexual or other harassment; or
 - (b) such act or omission results in personal injury.
- 19.9 The Operator shall immediately notify the Client of any health and Safety hazard or issue which may arise and which it may (or should have) become aware of in connection with the provision of the Services.

London Living Wage

- 19.10 The Operator warrants that during the Term it shall comply with the provisions of paragraph 19 of Part 11 of the Specification in relation to the London Living Wage.

TUPE

- 19.11 The provisions of Schedule 15 (Employment (TUPE)) shall apply.

- 19.12 Not used.

General

- 19.13 Compliance with the provisions of this clause 19 (Operator Personnel) are subject to the Operator complying with the provisions of clause 35 (Compliance with Law) to the extent that the two clauses are inconsistent.
- 19.14 The Operator shall procure that each member of Operator Personnel are paid in respect of all emoluments and all other contractual or statutory payments to which they are entitled.

20 Payments and Invoicing

Payments

- 20.1 The Client shall pay the Payments in consideration of the proper provision of the Services by the Operator in accordance with this Agreement.

Costs of providing the Services

- 20.2 Subject to clause 20.3, the Payments (and any VAT on the Payments) are the only payment obligation of the Client to the Operator for the Operator fulfilling its obligations under this Agreement. The Payments are inclusive of all costs and expenses incurred by the Operator

including all tariffs, duties, travel, accommodation and subsistence expenses, in each case in relation to providing the Mobilisation Activities and the Services.

Invoicing Process

- 20.3 Within ten (10) Working Days after the end of each Month following the Service Commencement Date (or as otherwise required by this Agreement) the Operator shall submit to the Client:
- (a) a report detailing the amount which the Operator believes it is entitled to be paid by the Client for that Month in accordance with Schedule 6 (Payment Mechanism); and
 - (b) an invoice for the amount of Monthly Client Payment shown in such report as being payable by the Client to the Operator in respect of the relevant Month and for any VAT payable by the Client in respect of that amount.
- 20.3A The Operator shall raise a purchase order and provide details to the Client in respect of the Monthly Contract Payment during the current Contract Year within ten (10) Working Days following:
- (a) the Service Commencement Date; and
 - (b) the start of each subsequent Contract Year.
- 20.4 The due date for each payment shall be the date of receipt by the Client of an invoice that complies with clause 20.3 (**Due Date for Payment**).
- 20.5 The Client shall electronically transfer payment to the Operator no later than the first Working Day thirty (30) days after the Due Date for Payment (**Final Date for Payment**), if:
- (a) the Operator has properly supplied the relevant Services in accordance with the terms of this Agreement; and
 - (b) the invoice is accurate and was received, together with all supporting information, as set out in Schedule 6 (Payment Mechanism) and subject to clause 20.11 and 20.12.
- 20.6 For the avoidance of doubt, the Operator may not invoice for any Services in advance of the end of the Month in which those Services were provided.
- 20.7 The Operator shall not terminate this Agreement or suspend the supply of the Services if any payment under this Agreement is overdue, except in accordance with the Operator's statutory rights under section 112 of HGCRA.
- 20.8 If the Client fails to pay an invoice which is due and payable in accordance with clause 20.5 the Operator shall be entitled to interest on the overdue amount provided that the Operator has notified the Client in writing, no later than seven (7) days after the final date for payment, that such sum remains unpaid and that interest shall be chargeable with effect from seven (7) days after the final date for payment. Interest shall be payable at 2% above the Bank of England's base rate from time to time on the overdue payment for the period from the date seven (7) days after the final date for payment under clause 20.5 until it is made as well after as before judgment. For these purposes, the Bank of England's base rate shall be the rate applicable at the date seven (7) days after the Final Date for Payment. The Parties agree that this is a substantial remedy for late payment of any sum payable under this Agreement for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 20.9 All invoices shall be in pounds sterling and all sums payable by either Party under this Agreement shall be paid in pounds sterling.
- 20.10 The Payments are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Client following delivery of a valid VAT invoice. The Operator shall indemnify the Client against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Client at any time in respect of the Operator's

failure to account for, or to pay, any VAT relating to payments made to the Operator under this Agreement.

- 20.11 Without prejudice to any other right or remedy it may have the Client may retain or set off any sums owed to the Client (including any KPI Sums) by the Operator against any sums due to the Operator under this Agreement or any other agreement entered into by the Operator with the Client or any other Client Party. The Operator shall not be entitled to retain or set off any sums owed to it by the Client against any sums due to the Client under this Agreement or otherwise.

Payments for Construction Operations

- 20.12 To the extent that the invoices for the Payments relate to construction operations (as defined in the HGCRA):

- (a) each of the invoices shall specify the sum the Operator considers to be due or to have been due on the payment due date and the basis on which the sum is calculated, whether or not that sum is zero (**Notified Sum**); and
- (b) the Client acting reasonably may give the Operator a notice in writing, specifying the Client's intention to pay less than the Notified Sum (**Pay Less Notice**).

- 20.13 Any Pay Less Notice shall specify:

- (a) the sum that the Client considers to be due on the date the Pay Less Notice is served, whether or not that sum is zero; and
- (b) the basis on which that sum is calculated.

- 20.14 Any Pay Less Notice must be given not later than one (1) day before the Final Date for Payment of the Notified Sum.

KPI Sums

- 20.15 The Parties acknowledge and agree that the KPI Sums are not the Client's sole or exclusive remedy in respect of the Operator's failure to provide the Services to meet the KPI Targets or for any breach of this Agreement by the Operator. The Client shall not be precluded from claiming damages or any other rights or remedies it may have if the KPI Sums do not fully compensate it for its recoverable loss.

- 20.16 The Operator acknowledges and agrees that the KPI Sums represent a genuine and reasonable pre-estimate of the Client's loss arising from any failure to provide the Services to meet the KPI Targets but that the Client's losses could exceed the KPI Sums.

Rates and Charges

- 20.17 The Operator shall be responsible for:

- (a) the procurement of energy (heating and hot water), water (potable and non-potable, sewerage and surface water drainage), electricity, any other services and utilities supplied to the LAC; and
- (b) all charges payable in relation to the same (including the climate change levy, non-commodity costs and community charge (in each case as applicable)) and any utilities connections fees incurred in the provision of the Services pursuant to this Agreement subject to Part 2 of Schedule 6 (Payment Mechanism) (provided that Part 2 of Schedule 6 (Payment Mechanism) shall not apply in relation to Energy Centre Costs).

- 20.18 The Operator shall:

- (a) utilise the arrangements for heating of the LAC and the water to be supplied to the pool facilities within the LAC supplied by the Energy Centre for the duration of the Term; and

(b) shall enter into a contract with East London Energy prior to the Service Commencement Date in respect of the same, and shall comply with the terms and of such contract and be responsible for the Energy Centre Costs.

20.19 The Operator shall be responsible for all business rates in respect of the LAC that have to be paid to the relevant rating authority, and shall promptly reimburse the Client in case it is liable for any business rates payable relating to the LAC in respect of the period between the Service Commencement Date and the End Date.

D: PAYMENT

21 Indexation

The provisions of paragraph 13 of Part 1 of Schedule 6 (Payment Mechanism) shall apply.

22 Benchmarking

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E: IP, MARKETING, DATA PROTECTION, CYBER SECURITY AND CONFIDENTIALITY

23 Intellectual Property Rights

Ownership of IP

23.1 For the purposes of this Agreement, Intellectual Property shall be owned as follows:

- (a) Client Background IPR shall remain the property of the Client, and any Intellectual Property in Client Data (**Client Data IPR**) shall be the property of and vest in the Client absolutely from the time of their creation (Client Background IPR and Client Data IPR together being **Client IPR**);
- (b) any Intellectual Property which come into existence as a result of the performance by the Operator of its obligations under this Agreement or otherwise subsisting in or relating to all Services (**Services IPR**) shall be the property of and vest in the Client absolutely from the time of their creation, and the Operator hereby assigns with full title guarantee (and shall procure that each other Operator Party assigns with full title guarantee) all such Intellectual Property created by it (or the relevant Operator Party (as appropriate) in the course of providing the Services); and
- (c) IPR shall remain the property of the Client or otherwise shall be the property of and vest in the Client absolutely from the time of their creation.

IPR Licences from Operator

- 23.2 To the extent that clause 23.1 is not effective to assign legal title to the Client Data IPR and/or the Services IPR, the Operator shall (and procure that each other Operator Party shall) grant to the Client and each Client Party a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence to use, copy, translate and amend all Client Data IPR and Services IPR and as and when requested by the Client (or the relevant Client Party (as appropriate)) the Operator shall (and shall procure that the other Operator Parties shall) execute any assignment documents reasonably requested by the Client.
- 23.3 The Operator shall (and shall procure that each relevant Operator Party shall) grant to the Client and each Client Party, a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence to use, copy, translate and amend all Operator Background IPR for the Permitted Purposes, in each case in any software, documentation, spreadsheets, data or other materials provided to the Client or Client Party by or on behalf of the Operator (or any other Operator Party) in the course of providing the Services (or otherwise in accordance with the terms of this Agreement) including the right to grant sub-licences to Client Parties and any Replacement Operator on terms no wider than the terms granted to the Client under this clause 23.3.
- 23.4 If any allegation is made or claim asserted against the Client, any other Client Party, or any person claiming title from or through the Client or any other Client Party, that any act done or proposed to be done in relation to Services constitutes a violation or infringement of any patent, copyright, registered design or other proprietary right held by a third party, the Operator shall indemnify the Client and each Client Party against any loss, liability or damage (including all costs and expenses) arising directly out of such allegation or claim whether in contract, tort (including negligence) or otherwise however caused and the Operator shall procure for the Client and each Client Party a worldwide, non-exclusive, royalty-free irrevocable license to use the Services or have such Services replaced with substantially equivalent, non-infringing, Services.

IPR Licences from Client

- 23.5 Subject to clause 23.6, the Client hereby grants to the Operator a royalty-free, non-exclusive, non-transferable licence during the Term to use Client Data, including the right to grant sub-licences to Operator Parties, provided that any relevant Operator Party has entered into a confidentiality undertaking with the Operator in a form acceptable to the Client.
- 23.6 The licence granted in clause 23.5 (including the right to grant sub-licences) is granted solely to the extent necessary for the proper performance of the Services in accordance with this Agreement, and not for any other purpose, and shall terminate automatically on the End Date or (where the licences relate only to that part of the Services which is the subject of the Partial Termination, on Partial Termination) as shall any sub-licences granted under clause 23.5. On termination of the respective licences the Operator shall deliver to the Client or as the Client may direct all material licensed to the Operator under clause 23.5 in its possession or control or in the possession or control of any Operator Party.

IT Solution

- 23.7 The Operator confirms that it shall provide, within the costs already included in the Operator Costs, its full IT solution required to deliver the Services in accordance with the terms of this Agreement, including all licences required for the Client to access Client Data during the Term.

24 Commercial Rights

- 24.1 The provisions of Schedule 22 (Commercial Rights) shall apply.

25 GDPR and Cyber Security

- 25.1 The provisions of Schedule 10 (GDPR) shall apply.

Indemnity

- 25.2 The Operator shall indemnify and keep indemnified the Client from any and all Data Protection Losses (as defined in paragraph 1.1 of Schedule 10 (GDPR)) suffered or incurred by, awarded against or agreed to be paid by, the Client or any other Client Party arising from or in connection with:
- (a) any non-compliance by the Operator and/or any Operator Party with the Data Privacy Laws;
 - (b) any breach by the Operator and/or its Personnel of its obligations under Schedule 10 (GDPR); and/or
 - (c) any cyber security issues including any access to the Operator's or the Client's IT systems by a third party which enables:
 - (i) any suspension, interruption, degradation or discontinuation of the use of the IT systems;
 - (ii) any erasure, destruction, corruption, loss or modification any data, information or content contained within the IT systems without the Client's prior written consent or knowledge; and/or
 - (iii) any bypassing of any internal or external security measure, in order to obtain access to the IT systems, or to data, information or content therein, without the Client's prior written consent or knowledge.
- 25.3 The Operator shall ensure that it has at all times:
- (a) procedures in place to manage any non-compliance by the Operator and/or any Operator Party with the Data Privacy Laws and any cyber security issues relating to this Agreement and mitigate related Losses; and

(b) a contingency fund available to fully cover any Losses arising from such issues.

25.4 The Operator shall on written request from the Client from time to time provide the Client with a copy of the procedures and the details of the related contingency fund, both as referred to in clause 25.3.

26 Confidentiality

Definition of Confidential Information

26.1 In this Agreement **Confidential Information** means, subject to clause 26.4, the terms of this Agreement (and any related discussions or documents) and any information (whether written, oral, in electronic form or in any other media) disclosed in connection with this Agreement by or on behalf of a Party (or any Related Party) to the other Party (or any Related Party), whether before, on or after the date of this Agreement (including all Records).

Confidentiality Obligations

26.2 Each Party shall at all times, but subject to clauses 26.3 and 26.4:

- (a) keep the Confidential Information secret and only disclose it as permitted by this clause 26;
- (b) use the Confidential Information solely for the Permitted Purposes; and
- (c) keep the Confidential Information safe and secure using documentary and electronic security measures reflecting Best Industry Standards, and matching or exceeding those it operates in relation to its own confidential information.

Permitted Disclosure

26.3 Confidential Information may be disclosed:

- (a) by either Party to its professional advisers and/or any Related Party for Permitted Purposes, provided that:
 - (i) the Party makes the recipient aware of the confidentiality obligations contained in this clause 26 (Confidentiality) before any such disclosure, and procures that the recipient shall not do or omit to do anything which would constitute a breach by the Party of this clause 26 (Confidentiality); and
 - (ii) such Party shall be liable for the acts and omissions of each recipient as if they were the Party's acts or omissions;
- (b) by either Party to the extent required by Law or by any Regulatory Body (having, where reasonably possible, given notice to, and consulted with, the other before such disclosure);
- (c) by the Client to Sport England; and/or
- (d) by the Client to any Regulatory Body, auditor or Replacement Operator, pursuant to any licence granted under clause 23.2 or 23.3.

General Exceptions

26.4 Each Party's obligations under this clause 26 (Confidentiality) shall not extend to Confidential Information which:

- (a) the other Party agrees in writing is not Confidential Information;

- (b) at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this clause 26 (Confidentiality) by the recipient or any Related Party; and
- (c) the Party can prove to the reasonable satisfaction of the other Party from written records or other substantive evidence has been received at any time from a third party who did not acquire it in confidence and who is free to make it available to the recipient, or was independently developed by the Party without any breach of this Agreement.

Environmental Information Regulations & Freedom of Information Act

- 26.5 The Operator acknowledges that the Client may be obliged to disclose Information pursuant to the FOIA or EIR (even though such information may be confidential and/or commercially sensitive) without consulting or obtaining consent from the Operator (or the relevant Operator Party). The Client shall take reasonable steps to notify the Operator (or the relevant Operator Party) of an Information Request (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Client shall be responsible for determining in its discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIR.
- 26.6 To the extent that the Client is obliged to comply with the FOIA or EIR:
- (a) the Operator (or the relevant Operator Party) shall notify the Client of any oral or written enquiries in respect of Information capable of constituting an Information Request received promptly and in any event within three (3) Working Days of receiving it;
 - (b) if the Client receives an Information Request in relation to Information that the Operator (or the relevant Operator Party) is holding on its behalf and which the Client does not hold itself, the Client shall refer such Information Request to the Operator promptly and in any event within eight (8) Working Days of receiving it and the Operator (or the relevant Operator Party) shall:
 - (i) at its expense provide the Client with a copy of all such Information as soon as practicable and in any event within eight (8) Working Days (or such other period as the Client acting reasonably may specify) of the Client request; and
 - (ii) provide all assistance as reasonably requested by the Client to enable the Client to respond to an Information Request within the time for compliance set out in the FOIA or EIR.
- 26.7 The Client shall be solely responsible for determining whether Information relating to this Agreement shall be disclosed in response to an Information Request in accordance with the FOIA or EIR.
- 26.8 The Operator further acknowledges that the Client may be obliged under FOIA or EIR to disclose information without consulting or obtaining consent from the Operator. In such circumstances, the Client shall use reasonable endeavours to advise the Operator in writing of the request and the information being disclosed, prior to disclosing such information to a third party. Without prejudice to the generality of the foregoing the Operator shall transfer to the Client any request for information under FOIA or EIR that it receives as soon as reasonably practicable and in any event within three (3) Working Days of receipt. The Operator shall not itself respond to any person making such a request save to acknowledge receipt, unless expressly authorised to do so by the Client.

F: CAPACITY AND AUTHORITY, LIABILITY AND INSURANCE

27 Capacity and Authority

- 27.1 The Operator warrants, represents and undertakes to the Client that:
- (a) it is a limited liability corporation, duly incorporated and validly existing under the laws of England and Wales;
 - (b) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement and the transactions contemplated by it;
 - (c) this Agreement is executed by a duly authorised representative of the Operator;
 - (d) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not and shall not conflict with:
 - (i) any Law;
 - (ii) the Operator's constitutional documents; or
 - (iii) any agreement or instrument binding upon the Operator or any of its assets;
 - (e) there are no actions, claims, suits, proceedings or regulatory investigations proceeding, pending or, to the best of the Operator's knowledge, threatened against or affecting it before any court or administrative body or arbitration tribunal which might affect the ability of the Operator to meet and carry out its obligations under this Agreement; and
 - (f) the obligations expressed to be assumed by the Operator in this Agreement are legal, valid and binding obligations enforceable in accordance with their terms.
- 27.2 Each of the warranties, representations and undertakings set out in clause 27.1 shall be deemed to be repeated immediately prior to the Service Commencement Date.
- 27.3 The Operator shall immediately notify the Client in writing of any events that occur or circumstances that arise which have or could reasonably be expected to have a material adverse effect on the financial standing of the Operator or the Guarantor. If the Client believes that such an event or circumstance has arisen, the Operator shall promptly provide all such information as is reasonable to address the Client's concerns around the financial standing of the relevant entity. The provisions of this clause 27.3 are without prejudice to the Client's rights pursuant to clause 32.2(h).
- 27.4 The Operator warrants that it does not and shall not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any Client Party, save to the extent fully disclosed to and approved by the Client.

28 Liability and Conduct of Claims

- 28.1 The Operator shall indemnify the Client, each Client Party and each Replacement Operator against any and all Losses suffered or incurred by the Client and any other Client Party or any Replacement Operator whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with:
- (a) loss or destruction of or damage to tangible property or the death or personal injury of any person, where such loss, destruction, damage, death or personal injury is caused by the negligence of the Operator or any Operator Party; and
 - (b) any wilful default or negligence of any Operator's Personnel, or otherwise relating to any wilful default or negligence in the provision or management of the Services by the Operator or any Operator Party.

Non-Excludable Liabilities

- 28.2 Nothing in this clause 28 (Liability and Conduct of Claims) or otherwise in this Agreement shall exclude or in any way limit either Party's liability to the other Party:
- (a) for fraud or fraudulent misstatement or fraudulent misrepresentation by it or its employees;
 - (b) for death or personal injury caused by its negligence (including negligence as defined in section 1 of the Unfair Contract Terms Act 1977) or, in the case of the Operator, that of any Operator Party and, in the case of the Client, that of any Client Party;
 - (c) for breach of terms regarding title implied by section 12 of the Sale of Goods Act 1979 and/or section 2 or 7 of the Supply of Goods and Services Act 1982;
 - (d) to the extent such liability may not be excluded or limited as a matter of Law.

Operator Liability Caps

- 28.3 Except as expressly stated in clause 28.28.3(b)4 and subject to clause 28.2 and clause 28.5, the Operator's liability to the Client under this Agreement (howsoever arising, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise) shall:
- (a) in respect of any liability that the Operator recovers or is entitled to recover under any of the Operator's insurance policies (as referred to in Schedule 9 (Insurance)), shall be limited to the amount recovered by the Operator under the relevant insurance, provided that for the purposes of this clause 28.3(a) the Operator shall be deemed to be entitled to recover under this insurance policy in respect of a liability to the Client if it would have been entitled to so recover but for an act, omission or default of the Operator (including failure to comply with clause 29.1) and shall also be deemed to be entitled to recover under such insurance policy where it would so recover but for the terms of this clause making the liability contingent on such recovery;
 - (b) in respect of any Losses suffered by the Client arising from Sport England exercising any right of repayment from the Client of an amount equal to all or any part of the grant funding which has been drawn down by the Client pursuant to the Lottery Funding Agreement, be limited to such Losses suffered by the Client (including any sums to be repaid by the Client to Sport England);
 - (c) in respect of any liability of the Operator pursuant to clause 25.2(c), in respect of each Contract Year, be limited to £3,000,000 (three million pounds) (Indexed); and
 - (d) where such liability falls outside that described in clause 28.3(a) or 28.3(b), be limited to £10,000,000 (ten million pounds) (Indexed).

- 28.4 The limitations on liability in clause 28.3 shall not apply to the indemnities in clauses 23 (Intellectual Property Rights), 25 (GDPR and Cyber Security), 28.1 or Schedule 15 (Employment (TUPE)) or to any breach of clause 26 (Confidentiality).

Exclusion of Indirect Losses

- 28.5 Except in respect of any liability expressly referred to in clause 28.1 or clause 28.2, the Operator shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any indirect or consequential loss, except that this shall not limit the Operator's liability in respect of the following:
- (a) loss of revenue arising from the operation of the LAC;
 - (b) the cost of engaging an alternative Operator to take over all or any part of the Operator's unfulfilled obligations under this Agreement together with all reasonable associated legal and consultancy costs;

- (c) the liability of the Client or any other Client Party to any Venue Operator or any member of the public (including for all Losses for which the Client or any other Client Party may be liable) to the extent that the same arises directly from a failure by the Operator to comply with its obligations under this Agreement;
- (d) costs of conduct of indemnity claims or any compensation or interest paid by the Client to a third party;
- (e) the costs incurred by the Client in reconstituting or reloading lost or corrupted data; and/or
- (f) liability incurred by the Client arising out of or in connection with any third party claim against the Client due to the Operator's act or omission, including any fine or penalty incurred by the Client or any other Client Party pursuant to Applicable Law and any costs incurred by the Client or any other Client Party in defending any related proceedings.

Client Liability Cap

- 28.6 Except as expressly stated in clause 28.8 and subject to clause 28.2 and clause 28.7, and except for the Client's liability to pay the Payments in accordance with the terms of this Agreement, the aggregate liability of the Client to the Operator under this Agreement, howsoever arising, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, shall be limited to £2,500,000 (two million five hundred thousand pounds) (Indexed).
- 28.7 Except in respect of any liability expressly referred to in clause 28.1, the Client shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any indirect or consequential loss.
- 28.8 The limitations on liability in clause 28.6 shall not apply to the indemnities given by the Client in Schedule 15 (Employment (TUPE)) or to any other liability of the Client in or under Schedule 15 (Employment (TUPE)).

Conduct of Claims

- 28.9 In the event that any third party makes a claim, or notifies the Client of an intention to make a claim, against the Client which claim the Client reasonably considers likely to give rise to any liability under an indemnity given by the Operator under this Agreement (**Claim**), then the Client shall:
- (a) promptly give written notice of the Claim to the Operator, specifying the nature of the Claim in such reasonable detail as has been received from the third party;
 - (b) not knowingly make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Operator;
 - (c) give the Operator and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Client as to enable the Operator and its professional advisers to examine them and to take copies for the purpose of assessing the Claim; and
 - (d) subject to the Operator providing security to the Client's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Operator may reasonably request to avoid, dispute, compromise or defend the Claim.

Mitigation

- 28.10 Each Party shall use reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any liability for which the relevant Party is entitled to bring a claim against the other Party pursuant to any indemnity in this Agreement.
- 28.11 Neither Party shall be liable to the other for any loss, cost or liability to the extent that it is directly caused by or attributable to the acts or omissions of the other Party.
- 28.12 Notwithstanding any other provisions of this Agreement, neither Party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement or otherwise.

29 Insurances

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30 Site Inspections and Rectification Plan Process

Site Inspections

- 30.1 In order to evaluate regular contract performance, the Parties will undertake a recorded monthly site inspection to be conducted by the Operator's Representative and Client's Representative (**Site Inspection**). Prior to the Services Commencement Date, the Client shall produce and agree with the Operator a pro forma set of operating standards which will establish key service standards used for the purposes of the Site Inspections. The key service standards will incorporate a timetable for rectification of matters identified as requiring improvements or resolution through the Site Inspections.
- 30.2 The purposes of a Site Inspection will be for the Client to notify the Operator of areas of the Services requiring reasonable improvement or resolution, any such notice being an **Inspection Notice**.

Rectification of issues in an Inspection Notice

- 30.3 The Operator shall rectify issues in an Inspection Notice promptly or otherwise in accordance within five (5) Working Days following receipt of an Inspection Notice by the Operator (or such other timescale as agreed by the Parties). The Operator's Representative shall report (in writing) satisfactory completion of such tasks to the Client.
- 30.4 If the Operator fails to rectify the issues set out in an Inspection Notice for two (2) consecutive Months:
- (a) this shall constitute a failure to meet the relevant KPI in accordance with Schedule 5 (KPIs) and the provisions of Schedule 5 (KPIs) shall apply accordingly; or
 - (b) clause 30.5 shall apply.

Default review meeting

- 30.5 If the Operator falls below a Service Standard or fails to rectify any performance issue set out in an Inspection Notice for two (2) consecutive Months, then a default review meeting can be convened at the Client's discretion to discuss and plan service improvements in failing areas. If the Client considers that a serious health and safety issue has arisen at the LAC (including without limitation, a swimming pool left unattended, the emergency exits being inoperable, or chemicals being handled in an inappropriate manner), a default appraisal meeting (in accordance with clause 30.7) shall be arranged as soon as possible notwithstanding that a default review meeting has not taken place in accordance with this clause 30.5.
- 30.6 In exercising its rights to convene a default review meeting in accordance with clause 30.5, the Client shall be entitled to invoice the Operator for time spent by the Client's staff including a £500 (five hundred pounds) fee in respect of the Client's administration time. The Operator's Representative and Client's Representative shall attend each default review meeting. The Parties shall seek to agree a period of improvement and further review date at the default review meeting. If the Operator fails to meet the relevant Service Standards or otherwise rectify the performance issue within the timescale agreed with the Client following a default review meeting, the Client shall be entitled to convene a default appraisal meeting in accordance with clause 30.7.

Default appraisal meeting

- 30.7 In exercising its right to convene a default appraisal meeting in accordance with clause 30.6, the Client shall be entitled to invoice the Operator for time spent by the Client's staff including a £1,000 (one thousand pounds) fee in respect of the Client's administration time. The Operator's Representative, the Client's Representative and the Operator's LAC director and LAC manager shall attend each default appraisal meeting. The Parties shall seek to agree a period of improvement and further review date at the default appraisal meeting. If the Operator fails to meet the relevant Service Standards or otherwise rectify the performance issue within the timescale agreed with the Client following a default appraisal meeting the Client shall be entitled to exercise its rights under clause 32.2 (Termination).
- 30.8 If the Parties fail to agree timescales for improvement in accordance with clause 30.6 or clause 30.7, either Party may refer the matter to the Dispute Resolution Procedure.

Material Default Rectification

- 30.9 If the Operator commits a material Default (a **Notifiable Default**), the Operator shall notify the Client of the Notifiable Default as soon as practicable but in any event within five (5) Working Days of becoming aware of it, detailing the actual or anticipated effect of the Notifiable Default. Unless the Notifiable Default also constitutes a Rectification Plan Failure or entitles the Client to terminate this Agreement pursuant to clause 32, the Client may not exercise any related rights to terminate this Agreement without first following the Rectification Plan Process.

Rectification Plan

- 30.10 If either Party notifies the other that a Notifiable Default has occurred, the Operator shall submit a draft Rectification Plan to the Client as soon as possible and in any event within fifteen (15) Working Days (or such other period as the Client agrees) after the notification, even if the Operator disputes that a Notifiable Default has occurred.
- 30.11 The draft Rectification Plan shall set out:
- (a) full details of the Notifiable Default that has occurred, including a root cause analysis; and
 - (b) the actual or anticipated effect of the Notifiable Default and the steps (including timescales) which the Operator proposes to take to rectify the Notifiable Default and to prevent such Notifiable Default from recurring.
- 30.12 The Operator shall promptly provide to the Client any further documentation that the Client reasonably requires to assess whether the draft Rectification Plan is acceptable.

Agreement of the Rectification Plan

- 30.13 The Client may reject the draft Rectification Plan by notice to the Operator if, acting reasonably, it considers that the draft Rectification Plan does not comply with clause 30.11 and/or:
- (a) is insufficiently detailed to be capable of proper evaluation;
 - (b) will take too long to complete or will not prevent reoccurrence of the Notifiable Default; and/or
 - (c) will rectify the Notifiable Default but in a manner which is unacceptable to the Client.
- 30.14 The Client shall notify the Operator whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Client rejects the draft Rectification Plan, the Client shall give reasons for its decision, and the Operator shall submit a revised draft of the Rectification Plan (taking into account the Client's reasons) to the Client for review within ten (10) Working Days (or such other period as agreed by the Client in writing) of the Client's notice.

- 30.15 Without prejudice to any other rights or remedies the Client may have, if the Client consents to the Rectification Plan:
- (a) the Operator shall implement the Rectification Plan; and
 - (b) provided that the Operator implements the Rectification Plan in accordance with its terms, the Client may no longer terminate this Agreement on the grounds of the relevant Notifiable Default.
- 30.16 If it is later determined (following referral to the Dispute Resolution Procedure) that the Client had no grounds for its decision to issue an instruction under clause 30.10, the Client shall reimburse the Operator for its reasonably incurred costs in complying with such instruction.

Termination due to Rectification Plan Failure

- 30.17 If any of the following circumstances arise (**Rectification Plan Failure**), the Client may terminate this Agreement pursuant to clause 32:
- (a) the Operator fails to submit or resubmit a draft Rectification Plan to the Client within the timescales specified in clauses 30.10 or 30.14
 - (b) the Client, acting reasonably, rejects a revised draft of the Rectification Plan submitted by the Operator pursuant to clause 30.13;
 - (c) the Operator fails to rectify a Notifiable Default within forty (40) Working Days of a notification made pursuant to clause 30.10 or such longer period specified in a Rectification Plan;
 - (d) following the Operator preparing a Rectification Plan, the same Notifiable Default recurring two (2) or more times during the Term for the same (or substantially the same) root cause as that of the original Notifiable Default; and/or
 - (e) the circumstances in clause 30.7 arise.

31 Step-In Rights

- 31.1 The Client may, at its sole discretion and without prejudice to its other rights and remedies under this Agreement or at law, exercise the step in rights set out in Schedule 12 (Step-In Rights) if any of the following circumstances arise:
- (a) the Operator is Insolvent;
 - (b) any of the step-in triggers in Schedule 5 (KPIs) are met or a Rectification Plan Failure occurs;
 - (c) there is a risk to the Confidential Information of the Client or any Personal Data of the Client, and the Operator has not remedied the issue to the Client's satisfaction by the end of twelve (12) hours following notice from the Client that it may exercise its step-in rights if the issue is not resolved;
 - (d) the Operator's actions (or those of any Operator Party) may, in the Client's opinion (acting reasonably) cause, are causing or have caused the Client or any other Client Party, or any Venue Operator to be in breach of Law or regulatory requirements or any Planning Condition;
 - (e) the Operator's actions (or those of any Operator Party) may, in the opinion of the Client (acting reasonably) cause, are causing or have caused a material health and Safety or business continuity risk or risk to the Client's reputation, security or probity;
 - (f) where the Client concludes (pursuant to clause 41.7) that the Services are not being delivered in a manner compliant with the documents listed in clause 41.7(a) to 41.7(c);

- (g) there is a Catastrophic Failure; or
- (h) there is an Emergency at or relating to any part of the Park, the LAC or the Services.

31.2 The Operator shall procure that all Sub-Contracts entered into by the Operator shall incorporate the step in provisions contained in Schedule 12 (Step-In Rights).

32 Termination

Termination by the Client for Convenience

32.1 The Client may terminate this Agreement for convenience at any time by issuing a Termination Notice to the Operator, in which case clause 33 (Consequences of Expiry or Termination) shall apply, and:

- (a) if the Termination Notice states that this Agreement has been substantially amended such that a new tender process is required in respect of the Services, this Agreement shall terminate on the date stated in the Termination Notice; or
- (b) otherwise, this Agreement shall terminate on the date stated in the Termination Notice (which shall be at least twenty-four (24) months after the date of the Termination Notice).

Termination by the Client for Operator Default

32.2 If any of the following events occur the Client may issue a Termination Notice to the Operator, and this Agreement shall terminate on the date stated in the Termination Notice (which shall, except where the Operator is Insolvent, be at least thirty (30) Working Days after the date of the Termination Notice):

- (a) the Operator commits a material Default which is irremediable, or which can be remedied but the Operator fails to remedy it within thirty (30) Working Days after the date of issue of a notice by the Client to the Operator setting out the breach and requiring it to be remedied;
- (b) the Operator is Insolvent;
- (c) the Services are unreasonably delayed or if the Operator fails to provide them substantially in accordance with this Agreement and the Operator does not, within fourteen (14) days after receipt of notice from the Client specifying the failure and referring expressly to this clause 32.2(c), then provide the Services substantially in accordance with this Agreement for a period of not less than sixty (60) days;
- (d) a Change of Control occurs in respect of the Supplier which is not permitted by clause 44 (Assignment and Change of Control), or the Operator assigns, novates or transfers this Agreement in breach of clause 44 (Assignment and Change of Control);
- (e) the Operator or any Operator Party is in material or continuing breach of any of the Policies relating to security, environmental matters, or health and Safety or there is any material breach of security or probity by the Operator or any Operator Party;
- (f) the Operator is in breach of clause 29 (Insurances);
- (g) there is a Catastrophic Failure;
- (h) the Operator fails to provide a Guarantee and/or replacement Guarantee to the Client in accordance with clause 6 (Guarantees) (as appropriate) and/or any guarantee provided to the Client pursuant to clause 6 (Guarantees) becomes void invalid or unenforceable (other than in accordance with its terms) save where the Operator has provided the Client within twenty (20) Working Days of such occurrence with equivalent performance security in respect of the same amount acceptable to the Client;

- (i) if the Operator's total aggregate liability to the Client arising under or in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) reaches or exceeds:
 - (i) 80% of the liability cap set out in clause 28.3(a) in respect of liability relating to property damage, as described in clause 28.3(a); or
 - (ii) 80% of the liability cap set out in clause 28.3(b) in respect of any liability other than that relating to property damage, as described in clause 28.3(b);
- (j) the circumstances referred to in clause 40.5 apply in relation to a Prohibited Act;
- (k) a warranty given pursuant to clause 27.1 being incorrect in any material respect at any time during the Term;
- (l) the Operator fails to commence the Services on the Services Commencement Date;
- (m) the Operator fails to pay any sum exceeding £50,000 (fifty thousand pounds) to the Client which is due and payable by the Operator within twenty (20) Working Days after the Operator receives a notice of non-payment from the Client (which the Client may only serve at least one (1) month after the due date in respect of the relevant sum);
- (n) a Rectification Plan Failure occurs;
- (o) the Client has become aware that the Operator should have been excluded under Regulation 57 of the Public Contracts Regulations 2015 or any other Law from the procurement procedure leading to the award of this Agreement;
- (p) the Operator is in material breach of clause 25 (GDPR and Cyber Security) or Schedule 10 (GDPR);
- (q) the Operator is in material breach of clause 26 (Confidentiality);
- (r) the Operator purports to assign, transfer, sub-let, pledge, charge, encumber, franchise, dispose of or attempts to do any of the above in relation to the LAC or grants permission for any other person to occupy all or part of the LAC (save as expressly permitted under this Agreement);
- (s) the Operator fails to comply with clause 16.4;
- (t) the Operator fails to provide the Accounts to LLDC pursuant to clause 41.1;
- (u) the Operator is in breach of clause 22.2 (Benchmark Review);
- (v) the Operator is, or the Client reasonably believes the Operator shall be, unable to achieve the Legacy Strategic Purpose in accordance with the terms of this Agreement; or
- (w) if Sport England exercises any right of repayment from the Client of an amount equal to all or any part of the grant funding which has been drawn down by the Client pursuant to the Lottery Funding Agreement as a result of an act or omission by the Operator or any Operator Party.

32.3 Where the Client is entitled to terminate this Agreement under clause 32.2 the Client may (without prejudice to its other rights and remedies under this Agreement) in the notice given by the Client under clause 32.2, elect in its sole discretion to terminate any part of this Agreement or any part of the Services.

Termination by the Operator for Client Default

32.4 If any of the following events occur the Operator may issue a Termination Notice to the Client, and this Agreement shall terminate on the date thirty (30) Working Days after the date of issue of the Termination Notice (unless the Client remedies the default prior to such date):

- (a) the Client is in material breach of this Agreement and such substantially frustrates or renders it impossible for the Operator to perform the Services or otherwise deprives the Operator of the benefit of this Agreement and the Operator has served a notice on the Client which specified the details of such breach, requires the breach to be rectified within a thirty (30) Working Days following receipt of the notice, and refers to the Operator's intention to issue a Termination Notice if the Client fails to do so, then the Operator may issue a Termination Notice if the Client has not remedied the breach within such period of thirty (30) Working Days;
- (b) the Client is Insolvent; or
- (c) the Client fails to pay undisputed sums due to the Operator under this Agreement which, together exceed 20% of the Payments which would be payable to the Operator on the basis of full performance of its obligations under this Agreement in the:
 - (i) first Contract Year; or
 - (ii) the previous Contract Year,

and such amounts remain outstanding sixty (60) Working Days after the Client receives a notice of non-payment from the Operator (which the Operator may only serve following the due date in respect of the relevant sums).

No Fault Termination by the Client

32.5 If the Operator is relieved from liability under clause 39 (Force Majeure Events) in respect of a failure to provide a material part of the Services for a period of more than thirty (30) Working Days, the Client may issue a Termination Notice to the Operator, and this Agreement shall terminate on the date stated in the Termination Notice (which shall be at least thirty (30) Working Days after the date of the Termination Notice).

Termination following a Declaration of Ineffectiveness

32.6 During any court proceedings seeking a Declaration of Ineffectiveness or prior to such proceedings commencing (where the Client reasonably believes that such proceedings shall be commenced), the Client may require the Operator, by issuing a notice, to prepare a plan setting out the consequences for the Client (by addressing all relevant matters as set out in clause 33 (Consequences of Expiry or Termination) but on the basis that the provision of the Services shall cease if a Declaration of Ineffectiveness is made) if such a declaration is made. As from the date of receipt by the Operator of such notice, the Parties (acting reasonably and in good faith) shall agree an appropriate plan which addresses the relevant matters set out clause 33 (Consequences of Expiry or Termination) and which the Parties agree (or in the absence of agreement), as determined pursuant to the escalation process at clauses 42.1, 42.2 and 42.3 would have effect in the event that a Declaration of Ineffectiveness is made (provided that if no agreement has been reached within 10 days of the referral under clause 42.1, the plan shall be reasonably determined by the Client and shall be final and binding on the Parties). Notwithstanding whether such plan is agreed or determined, the Parties agree that they shall comply with clause 26 (Confidentiality) even if this Agreement is subject to a Declaration of Ineffectiveness.

32.7 At any point during any court proceedings seeking a Declaration of Ineffectiveness or prior to such proceedings commencing (where the Client reasonably believes that such proceedings shall be commenced), the Client may require the Operator to seek the prior written consent of the Client before it incurs any cost or liability (or future cost or liability) in connection with this Agreement whether specified in the plan referred to in clause 32.6 or otherwise.

- 32.8 In the event that a court makes a Declaration of Ineffectiveness, the Client shall promptly notify the Operator and the following provisions of this clause 32.8 shall apply:
- (a) the Parties shall comply with their respective obligations under the plan (as agreed by the Parties under clause 32.6 or determined in accordance with the escalation process at clauses 42.1, 42.2 and 42.3 as referred to in clause 32.6) in the event that a Declaration of Ineffectiveness is made as from the time when the Declaration of Ineffectiveness is made; and
 - (b) the Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.
- 32.9 For the avoidance of doubt, the provisions of clauses 32.6 to 32.8 (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness.

General

- 32.10 If this Agreement specifies a remedy period before a termination right can be exercised and the Party in breach remedies the relevant breach after expiry of that remedy period, the other Party shall nevertheless be entitled to exercise the termination right.
- 32.11 Notwithstanding any other terms of this Agreement, this Agreement shall only terminate in accordance with the express provisions of this Agreement.
- 32.12 The Client may require the Operator to terminate a Sub-Contract where the acts or omissions of the relevant Sub-Contractor have given rise to the Client's right of Termination or Partial Termination or if there is a Change in Control of the Sub-Contractor who is a member of the Operator's Group, or any reputational risk to the Client or any other Client Party in relation to that Sub-Contractor continuing to be engaged in the provision of the Services, and the Operator shall promptly comply with the Client's requirement, without any liability or cost to the Client.

33 Consequences of Expiry or Termination

Termination Period

- 33.1 Following the service of a Termination Notice for any reason, the Operator shall continue to provide the Services in accordance with the terms of this Agreement, including performing at or above the KPI Targets, and shall ensure that there is no degradation in the standards of the Services until the expiry of the Termination Period.

Payments on Termination or Expiry

- 33.2 On the End Date, the Operator shall repay the Client any amount that the Client has paid in advance in respect of Services not provided or procured by the Operator at the End Date.
- 33.3 If this Agreement terminates under clause 32.2, the Operator shall, within sixty (60) Working Days after the Termination Date, pay the Client any direct liability arising as a consequence of such termination (including such costs of re-procurement as are reasonable, and any incremental costs incurred by the Client of obtaining replacement Services for the remainder of the term).

Access and Assets

- 33.4 The Operator shall:
- (a) provide access, during normal working hours, to the Client for up to twelve (12) months after Termination (and each Partial Termination) or expiry of this Agreement to:

- (i) such information relating to the Services (or those parts of the Services which have been terminated in the case of Partial Termination) as remains in the possession or control of the Operator or any of Operator Parties; and
 - (ii) such members of the Operator Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Operator or any of its Sub-Contractors;
- (b) on the End Date, remove at the Operator's cost, all moveable assets owned by the Operator located at the LAC or anywhere in the Park. The Operator is liable for the cost of repairing all damage caused to or in the LAC or the Park in removing such moveable property and the cost of all such removals shall be borne exclusively by the Operator; and
- (c) comply with the provisions of Schedule 13 (Exit).
- 33.5 For the avoidance of doubt, on Termination any improvements, alterations, repairs or renewals shall (if not already) become the property of the Client.

Redundancy Costs

- 33.6 Upon expiry of this Agreement, if the Client exercises its right to terminate under clause 32.1 or if the Operator exercises its right to terminate under clause 32.4, the Client shall pay the Operator the Operator's reasonably incurred costs (if any) relating to statutory redundancy payments in respect of any of the Operator's Assigned Personnel made redundant provided that the Operator shall use all reasonable endeavours to redeploy or procure the redeployment of such Operator's Assigned Personnel and any redundancies were necessary, unavoidable and a direct result of the expiry or termination.

Unamortised Capital Expenditure

- 33.6A Where this Agreement terminates pursuant to any of clauses 32.1, 32.4, 32.5, or 32.6 – 32.9, the Client shall pay the Operator an amount equal to the unamortised costs of any Capital Expenditure directly incurred by the Operator in respect of any Investment Activity completed pursuant to clause 8.6 still outstanding, provided that the relevant assets have been depreciated at the agreed depreciation rates having been agreed by the Client in advance and as set out in the Cost Model, and provided that upon receipt of such payment title in the assets the subject of that payment will pass to the Client if not already owned by the Client and the Operator shall take all necessary steps to ensure that such title and any relevant warranties relating to those assets passes to and vests in the Client.
- 33.7 Regardless of any other provision of this Agreement, the Client may, at any time prior to the End Date, by notice in writing to the Operator require the Operator to continue to provide the Services (or such part of the Services as the Client may notify) for such period, not exceeding twelve (12) months from the End Date as the Client may notify to the Operator, upon the terms of this Agreement and on the same financial terms as applied prior to Termination or the relevant Partial Termination or expiry of this Agreement.

Continuing Obligations

- 33.8 Save as otherwise expressly provided in this Agreement, Termination, Partial Termination or expiry of this Agreement:
- (a) shall be without prejudice to any accrued rights and obligations under this Agreement as at the End Date; and
 - (b) shall not affect the continuing rights and obligations of the Parties under clauses 19.11 (TUPE), 23.6 (Intellectual Property Rights), 25 (GDPR and Cyber Security), 26 (Confidentiality), 28 (Liability and Conduct of Claims), 29 (Insurances), 33 (Consequences of Expiry or Termination), 34 (Exit and Service Transfer) or, 40 (Prohibited Acts), 41 (Accounts, Records and Audits), 42 (Dispute Resolution Procedure), 43 (Notices) or 46 (Boilerplate Clauses), or under any other provision of

this Agreement which is expressed to survive Termination or a Partial Termination or which is required to give effect to Termination or such Partial Termination or the consequences of Termination or such Partial Termination.

34 Exit and Service Transfer

34.1 The Operator shall:

- (a) provide the Exit Services to the Client in accordance with the requirements of the Exit Plan and this Agreement in the event of Termination (and, in the event of Partial Termination, the Exit Services relevant to those Services which have been terminated) or expiry of this Agreement and the Parties shall comply with their respective obligations set out in Schedule 13 (Exit); and
- (b) co-operate with the Client, the relevant Client Party or the relevant Replacement Operator (at the direction of the Client) to the extent reasonably required to facilitate the smooth migration of the Services from the Operator to the Client, the relevant Client Party or the relevant Replacement Operator.

34.2 The Operator shall, no later than six (6) months following the Effective Date, produce an Exit Plan to the Client based on the principles set out in Schedule 13 (Exit) for the orderly transition of the Services from the Operator in the event of Termination and each Partial Termination or expiry of this Agreement. The Operator and the Client shall meet and use all reasonable endeavours to agree the contents of that Exit Plan, based on the principles set out in Schedule 13 (Exit), within fifteen (15) Working Days after the submission of that Exit Plan to the Client. If the Operator and the Client are unable to agree the contents of the Exit Plan within that fifteen Working Day period, the principles set out in Schedule 13 (Exit) shall apply and either of them may refer the Dispute for resolution in accordance with the Dispute Resolution Procedure.

34.3 The Operator shall update the Exit Plan not less than once each Contract Year to reflect changes in the Services and shall keep the Exit Plan under continuous review. Following each update, the Operator shall submit the revised Exit Plan to the Client for review. The Operator and the Client shall meet and use all reasonable endeavours to agree the contents of the revised Exit Plan, based on the principles set out in Schedule 13 (Exit) and the changes that have occurred in the Services since the Exit Plan was last agreed within fifteen (15) Working Days after the submission of the revised Exit Plan to the Client. If the Operator and the Client are unable to agree the contents of the revised Exit Plan within that fifteen Working Day period, the previous version shall continue to apply and either of them may refer the Dispute for resolution in accordance with the Dispute Resolution Procedure.

34.4 Until the agreement of the Exit Plan, the Operator shall provide the Exit Services to the Client and any Replacement Operator in accordance with the principles set out in Schedule 13 (Exit) and the last-approved version of the Exit Plan (insofar as this exists and still applies) and in good faith. The Operator shall ensure that it is able to implement the Exit Plan at any time.

34.5 In addition, within ten (10) Working Days after service of a Termination Notice by either the Client or the Operator the Operator shall update the Exit Plan into a final form that could be implemented immediately and in doing so, provide as much detail as is appropriate given the nature of the Termination or the Partial Termination and the timing of Termination or the Partial Termination so that such Exit Plan can be submitted to the Client for review and approval. The Operator and the Client shall meet and use their respective reasonable endeavours to agree the contents of such Exit Plan based on the principles set out in Schedule 13 (Exit). Until the agreement of the updated Exit Plan, the Operator shall provide the Exit Services to the Client and any Replacement Operator in accordance with the last-approved version of the Exit Plan (insofar as this exists and still applies) and in good faith.

34.6 The Operator shall be responsible for the costs and expenses in respect of the following (and the Operator shall not charge such costs and expenses (whether directly or indirectly) to the Client):

- (a) the Exit Services and complying with Schedule 13 (Exit);

- (b) the development, agreement and operation of each Exit Plan; and
 - (c) the provision of information set out in clauses 34.7 to 34.9.
- 34.7 Regardless of the provisions of clauses 34.1 to 34.6, the Operator agrees that it shall provide the following information and data (in a readable, non-proprietary format and up to date at the time it is provided) to the Client in accordance with clause 34.8 and agrees that the Client may disclose such information to any potential or actual Replacement Operator:
- (a) operations manual for the Services (up-to-date pursuant to clause 41.2(g));
 - (b) full asset list of all assets owned or leased by the Operator for the provision of the Services;
 - (c) Specification, as updated for all Changes;
 - (d) up to date status reports on planned maintenance for the LAC including status reports on statutory compliance;
 - (e) all data on the Operator's asset management or any other system relating to the provision of planned and reactive maintenance of the LAC;
 - (f) supply chain data required by the Client including details of active contractors and sub-contractors, their activities and purchase values;
 - (g) KPIs, as updated for all Changes and all KPI performance data up to the most recent completed Month;
 - (h) all information referred to in paragraph 2.1 of Schedule 15 (Employment (TUPE)) (and in respect of that information in paragraph 2.1 which is within the provisions of regulation 11 of the Transfer Regulations, the Operator agrees that such information shall be provided under the provision of regulation 11 of the Transfer Regulations);
 - (i) key location of Operator and Operator Parties for operation of the Services; and
 - (j) financial information relating to the Services required by the Client.
- 34.8 The Operator shall provide the information and data in clause 34.7 on each of the following occasions:
- (a) no later than three (3) weeks following a Termination Notice being given;
 - (b) no later than three (3) weeks after a request by the Client to supply such information provided always that the Client may not exercise its rights under this clause 34.8(b) more frequently than once in each Contract Year;
 - (c) on Termination and each Partial Termination of this Agreement; and
 - (d) on expiry of this Agreement.
- 34.9 Any failure or delay by the Operator to provide the information and data in accordance with clause 34.7 and clause 34.8 shall entitle the Client to withhold the payment of the Payments pursuant to clause 20 (Payments and Invoicing) until the Operator complies in full with its obligations under clauses 34.7 and 34.8.
- 34.10 The Operator shall promptly and fully answer all reasonable questions about the Services and its provision of the Services which the Client or any Replacement Operator may ask, for the purpose of understanding properly how the Services were provided or for the purposes of any Replacement Operator carrying out due diligence.

G: POLICIES AND CHANGE

35 Compliance with Law

- 35.1 The Operator shall, at no additional cost to the Client, at all times during the Term ensure:
- (a) that the Client is not, as a result of any act or omission of the Operator or any Operator Party, in breach of any Law, Consent or any Planning Condition;
 - (b) it complies with all Applicable Law, Consents and Planning Conditions in performing its obligations and exercising its right under this Agreement; and
 - (c) it maintains such records as necessary from time to time to demonstrate its compliance with all Applicable Law, Consents and Planning Conditions and the compliance of the Client with all Applicable Law.

CDM Regulations

- 35.2 To the extent the CDM Regulations are applicable under this Agreement, the Client appoints the Operator to act as principal designer and principal contractor pursuant to regulation 5(1) of the CDM Regulations.
- 35.3 The Operator shall comply with all applicable parts of the CDM Regulations, and in doing so it shall act as and carry out all the duties of a designer, contractor, principal designer and principal contractor in accordance with the CDM Regulations.

Change in Law

- 35.4 The Operator shall not be relieved from its obligations to supply the Services in accordance with the terms of this Agreement or be entitled to any compensation or to increase the Payments in respect of the supply of the Services as a result of a Change in Law.
- 35.5 The Operator shall monitor and shall keep the Client informed in writing of any Change in Law which may impact the provision of the Services and shall provide the Client with timely details of measures it proposes to take and changes it proposes to make to comply with any such Change in Law.
- 35.6 The Operator shall consult with the Client (and wherever possible agree with the Client) on the manner, form and timing of changes it proposes to make to comply with any Change in Law where they would impact the Services. The Operator shall not implement any change without the Client's prior written agreement if that change would have an adverse effect on the Operator's ability to provide the Services in accordance with this Agreement.
- 35.7 Without prejudice to the rest of this clause 35, the Operator shall use all reasonable endeavours to minimise any disruption caused by any Change in Law.

36 Contract Change

- 36.1 Any requirement for a Change shall be subject to the Change Control Procedure, except where expressly stated to the contrary in this Agreement.
- 36.2 The Operator acknowledges that the Client may require the provision of additional services, variations to existing Services or to any term of this Agreement, including the addition or removal of activities and Services. The Operator shall be required to comply with any reasonable request made by the Client provided that such requests relate to activities which are the same as or substantially similar to activities undertaken to provide the Services.
- 36.3 Where the Client requires a Change under the Change Control Procedure to ensure compliance with any Law or statutory obligation or regulatory requirement or to perform emergency works or services, in each case to avoid any risk of prosecution or liability on the part of the Client or any other Client Party, the Operator shall, pending completion of the Change Control Procedure:

- (a) perform such works or services as may be necessary to achieve such result; and
- (b) perform the Services to such varied or modified manner as shall be necessary to achieve such result,

and the Client shall pay the Operator for any additional costs properly incurred by the Operator as a consequence of acting ahead of the Change Control Procedure being completed, in circumstances where the Client would be responsible for paying those costs pursuant to the operation of the Change Control Procedure.

36.4 Where there is a Change in Law, the Operator shall comply with the Applicable Law as changed or introduced. Where that Change in Law affects the provision of the Services or the Operator Costs then any Change to the Services or this Agreement and any increase or decrease in costs shall be dealt with in accordance with the Change Control Procedure.

36.5 If the Client varies its Policies or introduces new Policies which are relevant to the Operator or the Services, the Client shall notify the Operator and the Operator shall be required to meet the requirements set out in such varied or new Policies as soon as reasonably practicable and to such a timescale as shall not cause the Client to be in breach of any Law. Any increase in the Operator's actual costs in performing the Services as a direct result such new or varied Policies shall be dealt with in accordance with the Change Control Procedure, other than any introduced by the Client acting reasonably to deal with any failure or Default of the Operator where all increased costs shall be borne by the Operator and not charged directly or indirectly to the Client.

36.6 If anyone other than the Client's Representative, the Client's Operational Services Manager or an employee of the Client acting with the authority of either of them, approaches the Operator or any Operator Party to initiate a request in relation to the provision of additional services, variations to the Services or to any term of this Agreement, the Operator shall promptly raise this request with the Client's Representative or the Client's Operational Services Manager and shall take no action until advised to do so by the Client's Representative or the Client's Operational Services Manager or his nominee.

37 Health and Safety

37.1 The Client may monitor the Operator and the Operator Parties' Safety performance of the Services from time to time, including its and their methods of performing the Services and the Operator's management of Operator Parties and their services but any such monitoring shall not excuse the Operator from its obligations under this Agreement, including compliance with all Applicable Law.

37.2 Regardless of clause 17, the Operator shall regularly review and audit each Sub-Contractor's competency and health and Safety record and shall immediately notify the Client of any concerns the Operator may have arising from any such review and audit.

37.3 The Operator is responsible for ensuring the effective interface with its Sub-Contractors and with the Client, Venue Operators and Fellow Suppliers to ensure proper and appropriate dialogue and information flow at all times and for ensuring that the Client is aware of all impacts on its business and assets.

37.4 The Operator shall ensure that it has undertaken proper risk assessment and completed method statements for each task within the Services prior to commencement of the relevant Services, including setting out the competency requirements for the Operator Personnel involved in the task. The Operator shall regularly review and update such risk assessments and method statements and ensure that they are and remain relevant to the task and shall regularly review its compliance against such method statements.

37.5 The Operator shall ensure that it has at all times:

- (a) detailed health and Safety management competence and training plans for those Operator Personnel who supervise or manage the Services and that such plans are

properly utilised in selecting staff and Supplier Parties and preparing and reviewing risk assessment and method statements;

- (b) provided proper induction to each member of Operator Personnel present, the LAC and if necessary, the particular area or part of the LAC where such Operator Personnel may be working;
- (c) a clearly defined procedure for working in and around deep water;
- (d) a clear and detailed description, which it adheres to at all times and which it ensures the Operator Parties adhere to, of:
 - (i) how it monitors Safety performance;
 - (ii) how it investigates incidents or complaints and its investigation process, including how the Operator shall deal with **lessons learned** and share information with relevant parties;
 - (iii) periodic site inspections and audits;
 - (iv) periodic meetings with the Client, to review progress and discuss Safety concerns;
 - (v) how Sub-Contractor performance shall be reviewed and information shared with the Client;
 - (vi) how work attracting the requirements of the CDM Regulations shall be recognised and managed;
 - (vii) emergency arrangements including first aid;
 - (viii) Safe access and egress for each job and for vehicle access requirements and adherence to Park rules and traffic arrangements;
 - (ix) how Safe work equipment shall be provided and maintained (including any relevant statutory examinations) and how Operator Parties' compliance with these requirements shall be determined;
 - (x) how work involving hazardous substances shall be identified and controlled;
 - (xi) the personal protective equipment (PPE) requirements for specific activities (if any), and who shall provide this equipment, including Sub-Contractors;
 - (xii) how activities involving work at height shall be identified and controlled;
 - (xiii) how activities involving entry into a confined space shall be identified and controlled;
 - (xiv) a clearly defined 'lone working' policy;
 - (xv) a clear definition of how effective isolation procedures including lock-out/tag out shall be implemented;
 - (xvi) a clearly defined smoking/alcohol and drugs policy applicable to Operator Personnel; and
 - (xvii) clearly defined procedures for waste segregation and disposal.

38 Emergencies, Disaster Recovery and Business Continuity

Emergencies

- 38.1 The Operator shall ensure that it has plans and procedures in place to prevent Disasters and Emergencies, mitigate the effect of a Disaster or an Emergency and enable the continued provision of the Services during any form of major civil or other disruption. In the event that any part of the LAC is unavailable as a result of a major civil incident, Disaster or Emergency, the Operator shall use all reasonable endeavours to find alternatives to such part of the LAC as soon as reasonably practicable from which to continue the provision of the Services.
- 38.2 If an Emergency arises during the period from the Service Commencement Date until the End Date (and whether or not an Emergency has arisen shall be determined in the case of any dispute by the Parties acting reasonably) which affects the LAC or the performance of the Services, the Client may instruct the Operator to use all reasonable endeavours to procure that additional or alternative services are undertaken by the Operator as and when required by the Client to ensure that the Emergency is dealt with and normal operation of the LAC and Services resumes as soon as reasonably practicable.
- 38.3 As soon as reasonably practicable following each occasion on which an Emergency arises in accordance with clause 38.2, the Parties shall liaise and seek to agree upon any additional charge payable by the Client for any such additional or alternative services and payment terms for the same. If such charges and/or payment terms are not agreed or determined by the Parties, the matter shall be resolved in accordance with the Dispute Resolution Procedure.

Disaster Recovery, Emergency Action and Business Continuity

- 38.4 As part of the Mobilisation Activities the Operator shall provide the Client with a draft of each of the Emergency/Disaster Plans no later than sixty (60) Working Days following the Effective Date.
- 38.5 The Client may approve or reject any draft Emergency/Disaster Plan, or require the Operator to make changes to it, no later than twenty (20) Working Days following the date of receipt of the draft Emergency/Disaster Plan by the Client. If the Client does not respond within such twenty (20) Working Days, it shall be deemed that the Client rejects such draft Emergency/Disaster Plan. If the Client rejects a draft Emergency/Disaster Plan, or requires the Operator to make changes to it, the Operator shall revise the draft Emergency/Disaster Plan accordingly and shall re-submit a revised draft Emergency/Disaster Plan to the Client within ten (10) Working Days of the Client's rejection or requirement for changes. The provisions of this clause 38.5 shall apply again to any re-submitted draft Emergency/Disaster Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 38.6 The Operator shall update the Emergency/Disaster Plans:
- (a) at least once in each rolling period of twelve (12) months during the Term; and
 - (b) at any time if an amendment to them is required in order to reflect any Change, Change in Law, any other change to this Agreement or any other material matter that has occurred since the agreement of those Emergency/Disaster Plans.
- 38.7 The Operator shall submit revised Emergency/Disaster Plans to the Client for approval not more than five (5) Working Days following the requirement for an update in accordance with clause 38.6.
- 38.8 The Operator shall amend the revised Emergency/Disaster Plans so as to incorporate all the Client's reasonable comments. The amended Emergency/Disaster Plans shall be re-submitted to the Client no later than five (5) Working Days following receipt of the Client's comments and the process contained in this clause 38.7 shall be repeated until the Client approves the revised Emergency/Disaster Plans. The Operator shall retain business continuity readiness in accordance with the last agreed version of the Emergency/Disaster Plans (insofar as they still apply).

Contingency Plans

- 38.9 The Operator shall test the Contingency Plans on a regular basis and in any event not less than once in every twelve (12) month period. The Client and any Fellow Supplier nominated by the Client shall be entitled to participate in such tests as the Client may reasonably require.
- 38.10 Following each test, the Operator shall send the Client a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Client considers to be necessary as a result of those tests.
- 38.11 The Operator shall at all times maintain and comply with the Contingency Plans and ensure that it is able to implement the provisions of the relevant Contingency Plan immediately in accordance with its terms when an event occurs which the relevant Contingency Plan is expressed to cover, or can reasonably be expected to cover.
- 38.12 The Operator shall promptly implement the relevant Contingency Plan if any part of the Services is impaired or unavailable or are likely to be impaired or unavailable, as a result of an event which the relevant Contingency Plan is expressed to cover or can reasonably be expected to cover. The Operator shall promptly notify the Client each time a Contingency Plan is, or should have been, implemented.
- 38.13 In addition to its obligations under clauses 38.1 to 38.11, the Operator shall:
- (a) make itself fully aware of and fully comply with (and procure that all Operator Parties make themselves fully aware of and fully comply with) all policies of the Client and each Client Party and the Venue Operators relating to business continuity, emergency action and/or disaster recovery notified to the Operator from time to time; and
 - (b) co-operate with the Client, its employees, agents and contractors including each Client Party, Fellow Suppliers, the Venue Operators and any parties providing goods, works or services of any nature at or to the LAC, in the implementation and operation of its or their respective policies in respect of business continuity, emergency action and/or disaster recovery.
- 38.14 In addition to its obligations under clauses 38.1 to 38.11, the Operator shall provide the Client with each updated version of its Business Continuity Plan from time to time no later than ten (10) Working Days after any update.

39 Force Majeure Events

- 39.1 Subject to the remaining provisions of this clause 39, neither the Operator nor the Client is liable for any delay or non-performance of its obligations under this Agreement or, in the case of the Client only, any delay or postponement in or suspension in taking the Services or any cancellation of its requirement for Services in whole or in part, to the extent that such delay, non-performance, postponement, suspension or cancellation is due to a Force Majeure Event, but only during the period such Force Majeure Event continues or its impact delays or prevents that Party performing its obligations (or in the case of the Client only delays or prevents or causes the Client to cancel or suspend the requirement for the Services in whole or in part).
- 39.2 If the Operator or the Client is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event or, in the case of the Client only, delays, postpones, suspends or cancels its requirement for Services in whole or in part due to a Force Majeure Event, that Party shall:
- (a) immediately give notice in writing of such delay, prevention, postponement, suspension or cancellation to the other, stating the commencement date, nature and extent of the circumstances giving rise to the Force Majeure Event, its cause and its estimated duration;
 - (b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement;

- (c) use all reasonable endeavours to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event and inform the other of the steps it is taking to do so; and
 - (d) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay, prevention, postponement or cancellation.
- 39.3 Where the Operator is the affected Party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Standards.
- 39.4 The affected Party shall notify the other as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement or, in the case of the Client only, to take or require the Services. Following such notification, this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise by the Operator and the Client in writing.
- 39.5 The Client may terminate this Agreement in accordance with clause 32.5 in the circumstances set out in that clause.
- 39.6 A Party cannot claim relief from liability for delay, non-performance, postponement or cancellation if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 39.7 The Operator cannot claim relief if the Force Majeure Event is one where a reasonable contractor should have foreseen and provided for the cause in question or where the Force Majeure Event has been caused by the Operator or any Operator Party's act or omission.

39A Pandemic Events

- 39A.1 If a Pandemic Event occurs, then in addition to complying with its obligations under Clause 39 (Force Majeure Events), the Operator shall:
- (a) include within the notice which it is obliged to provide under Clause 39.2:
 - (i) details of all the steps the Operator proposes to take in accordance with Best Industry Standards to overcome or minimise the consequences of the Pandemic Event, including obtaining any available financial support for which it is eligible and is provided by the Government in response to the Pandemic Event;
 - (ii) details of the Operator's forecast of the Pandemic Period Costs and Pandemic Period Income;
 - (b) in complying with Clause 39.3, (without limitation) take all necessary steps to obtain any available financial support for which it is eligible and is provided by the Government in response to the Pandemic Event;
 - (c) the Parties shall, each acting reasonably and in good faith, meet to agree reasonable and appropriate adjustments to the Services and the Monthly Client Payment in accordance with the principles in clause 3.2.
- 39A.2 Subject to the Operator complying with Clauses 39 (Force Majeure Event) and 39A.1, then in respect of any Pandemic Period during which a Pandemic Event subsists:
- (a) the Operator shall not be entitled to any profit element (as shown in the Cost Model) and the calculation of any Operating Deficit for the purposes of calculating the Client Rebate (as defined in Schedule 6 (Payment Mechanism)) shall disregard any profit for the purpose of Operator Costs and Actual Costs);

- (b) if the Pandemic Period Costs (subject to the Operator taking the mitigating steps required by clause 39A.1) exceeds any Pandemic Period Income generated (each as evidenced by the Operator on an open book basis in accordance with clause 41 (Accounts, records and Audits)), the Client shall pay such excess to the Operator monthly in arrears within ten (10) Working Days of receiving an invoice and supporting evidence for the same; and
- (c) if the Pandemic Period Income generated exceeds the Pandemic Period Costs (subject to the mitigations described in clause 39A.1) (each as evidenced by the Operator on an open book basis in accordance with clause 41 (Accounts, records and Audits)), the Operator shall pay such excess to the Client monthly in arrears within ten (10) Working Days of the end of the relevant month.

39A.3 If calculation of the Operating Deficit in a Contract Year in which a Pandemic Event occurred results in a positive figure (because the Actual Operating Deficit is smaller than the Expected Operating Deficit in that Contract Year):

- (a) the Pandemic Top Up shall be deducted from the Operating Deficit for the purposes of calculating the Client Rebate (as defined in Schedule 6 (Payment Mechanism)) in accordance with paragraph 11 of Part 1 of Schedule 6 (Payment Mechanism); and
- (b) subject to clause 39A.4, the lesser of an amount equal to the Pandemic Top Up and the amount by which the Operating Deficit is greater than zero shall be payable by the Operator to the Client in accordance with clause 39A.4.

39A.4 Any Pandemic Top Up agreed or determined for a given Contract Year shall be payable by the Operator to the Client no later than thirty (30) Working Days after the date of receipt by the Operator of an appropriate invoice from the Client.

39A.5 If the Parties cannot agree the adjustments referred to in clause 39A.2, either Party may refer the matter to the Dispute Resolution Procedure.

40 Prohibited Acts

40.1 The Operator warrants that in entering into this Agreement no Operator Party has committed any Prohibited Act, and that in relation to this Agreement, each Operator Party shall:

- (a) not commit any Prohibited Act;
- (b) comply with Applicable Laws, and maintain and comply with throughout the Term, policies and procedures to ensure compliance with Applicable Laws (including any relevant industry code), and with any Policies in relation to the same, in each case as may be updated from time to time; and
- (c) not engage in any activity, practice or conduct which constitutes an offence under Applicable Laws (or which would constitute such an offence if the offending activity, practice or conduct had been carried out in the United Kingdom).

40.2 The Operator shall take action to stop a Prohibited Act by any Operator Party, of which it is, or should be aware, and shall immediately notify the Client if it becomes aware of or suspects any Operator Party has:

- (a) committed a breach of any of this clause 40 (Prohibited Acts) or has committed or attempted to commit a Prohibited Act;
- (b) been listed by any Regulatory Body as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in procurement programmes or contracts on the grounds of a Prohibited Act; or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with this Agreement.

40.3 If the Operator notifies the Client pursuant to clause 40.2 or the Client becomes aware that any of the events listed in clause 40.2 has occurred, the Operator shall respond to the Client's enquiries promptly, co-operate with any investigation and allow the Client to audit any books, records and/or any other relevant documentation on an open book basis in accordance with this Agreement.

40.4 Without prejudice to the other provisions of this clause 40, the Operator shall ensure that all Operator Personnel are fully aware of the Client's policies on anti-bribery, anti-corruption, and anti-slavery notified in writing to the Operator from time to time by or on behalf of the Client.

Termination in relation to Prohibited Acts

40.5 The Client shall be entitled to terminate this Agreement if:

- (a) a Prohibited Act is committed by the Operator, any other Operator Party or any Operator Personnel not acting independently of the Operator or the other Operator Party;
- (b) a Prohibited Act is committed by a member of Operator Personnel or an Operator Party acting independently of the Operator or another Operator Party, unless, within fifteen (15) Working Days of a notice from the Client, the Operator terminates (or procures the termination of) such Operator Personnel's or Operator Party's engagement and (where applicable) ensures that the performance of such Operator Personnel's obligations in relation to this Agreement are performed by another person.

40.6 If the Client terminates this Agreement in accordance with clause 40.5, the Operator shall not be entitled to claim compensation or any further remuneration from the Client, regardless of any activities carried out or agreements with third parties entered into before termination.

Indemnity in relation to Prohibited Acts

40.7 The Operator shall indemnify the Client and each Client Party against any Losses arising out of or in connection with a breach of this clause 40 (Prohibited Acts) by any Operator Party.

41 Accounts, Records and Audits

41.1 The Operator shall provide to the Client:

- (a) a draft copy of its audited company accounts (which specifically relate to the operation of the LAC) within three (3) months of the end of each financial year during the Term and a final copy of its audited company accounts upon approval by the Operator's general meeting; and
- (b) a copy of its monthly management accounts (and if available at such time, any draft, unaudited accounts) within ten (10) Working Days of the end of each Month during the Term.

41.2 The Operator shall maintain and shall ensure that each Operator Party maintains complete, up to date and accurate records of (and all supporting documentation relating to) the performance of its obligations under this Agreement and the costs of that performance (the Operator acknowledging that the Client requires full transparency and full open book access to all such records and documentation), including:

- (a) all its costs and expenses incurred in performing this Agreement (including records of the charging structures of Operator Parties and all other providers to the Operator and including those relating to the assets and materials deployed in the Services, the operation and maintenance of those assets and the management of the Services);
- (b) all amounts chargeable, all calculations of the Payments, all Payments invoiced in respect of the Services and any information that is required to verify the accuracy or veracity of the Payments and any calculations pursuant to Schedule 6 (Payment Mechanism) and the Operator's actual costs in delivering the Services;

- (c) personnel records on all the Operator Personnel engaged in provision of the Services and, on request, provide information to the Client on the Operator Personnel. The Operator shall ensure at all times that it complies with Schedule 10 (GDPR) with regard to such Records;
 - (d) all activities relating to the carrying out and completing of all Services and a complete and up to date and orderly documentary record of all Services provided;
 - (e) an up to date asset register identifying all assets including FF&E assets at the LAC;
 - (f) all hazards and incidents relating to health, Safety, security or insurance claims which occur during the Term;
 - (g) an operations manual setting out all procedures and processes adopted by the Operator and the Operator Parties in performing the Services;
 - (h) all compliance records and asset data from the CAFM system (in accordance with Part 11 the Specification); and
 - (i) all documents and records which the Operator is required to maintain by Law.
- 41.3 The Operator shall maintain all financial and accounting records in accordance with generally accepted accounting principles in the UK from time to time showing in reasonable detail:
- (a) administrative overheads;
 - (b) payments made to Operator Parties;
 - (c) capital and revenue expenditure;
 - (d) any balances in any account or fund held for the purpose of servicing any debts relating to the Services; and
 - (e) such other items as the Client may reasonably require to conduct cost audits for verification of Payments and any calculations pursuant to Schedule 6 (Payment Mechanism).
- 41.4 The Operator shall retain and shall ensure that each Operator Party retains the Records and supporting documents for the Term and then for as long as is required by Law, but in any event for not less than seven (7) years from the date of their creation.
- 41.5 The Operator shall allow and shall ensure that each Operator Party allows, at all times during the Term and for seven (7) years after the End Date, the Client, Sport England and any auditors of or other advisers to or representatives of the Client, to access on demand during normal business hours, any of the Operator's or any Operator Party's premises, personnel and Records appropriate to the Services as may be reasonably required in order to:
- (a) fulfil any request by any Regulatory Body;
 - (b) undertake verification of the accuracy of the Payments or to investigate suspected fraud;
 - (c) undertake verification that the Services are being or were being provided in accordance with this Agreement and that the Operator or Operator Party is or was complying with all other obligations in this Agreement;
 - (d) undertake verification of the financial status and viability of the Operator or any Operator Party;
 - (e) assess and verify the Operator's or any Operator Party's compliance with Law and the Policies;

- (f) enable the Client to:
 - (i) comply with Law (including any accounting, tax and filing obligations);
 - (ii) respond to or deal with any enquiry, investigation, order or direction by or of any Regulatory Body;
 - (iii) deal with enquiries, complaints or claims made by any Affiliate of the Client or other third parties, including members of the public; and
 - (iv) comply with its obligations to Sport England; and
- (g) otherwise conduct an audit of the Operator, any Operator Party and its or their provision of the Services.

41.6 The Operator shall provide (and shall ensure the relevant Operator Parties provide) all persons listed in clause 41.5 with all reasonable co-operation, access and assistance in relation to each request for access and any audit or visit and shall provide reasonable facilities at all reasonable times during normal working hours:

- (a) to inspect and copy Records and supporting documentation;
- (b) to request, inspect and copy additional or clarificatory information documents and records;
- (c) to interview any of the Operator Personnel;
- (d) to compile lists of additional or alternative security measures and to carry out surveys of risk for the purposes of the Client's insurance cover or any security risk review;
- (e) to review the integrity of the Records appropriate to the Services, and the measures in place to protect the data held by the Operator (including the Operator's security and anti-virus systems) and to make inspections, audits and tests for the purpose of conducting the internal and statutory audits of the Client's Group and to make reports required by any Regulatory Body;
- (f) to conduct any risk assessment that the Client may wish to take to assess the possible impact of the Services, and to ensure compliance with the Operator's obligations under this Agreement;
- (g) to monitor and assess the provision of the Services and the performance of the Operator's other obligations under this Agreement; and
- (h) to undertake any audit (financial or operational).

41.7 As part of its obligation under this clause 41 (Accounts, Records and Audits), the Operator shall maintain and shall ensure that each Operator Party maintains up to date HSE Auditable Records and shall undertake an annual audit of its compliance (and the compliance by each Sub-Contractor) with:

- (a) health Safety and environment legislation;
- (b) internal management system (including Quality, Health, Safety and Environmental systems); and
- (c) the Policies,

in respect of the Services and the Operator shall present a copy of the audit conducted in accordance with this clause 41.7 at the annual review meeting referred to in Schedule 11 (Governance, Meeting and Reporting).

- 41.8 The Parties shall bear their own costs and expenses incurred in complying with their obligations under this clause 41 (Accounts, Records and Audits), unless the Client or any of its representatives or auditors identifies a Default by the Operator or any Operator Party, in which case the Operator shall reimburse the Client for all its reasonable costs incurred in the course of any additional investigation or audit subsequently undertaken as a consequence of the Operator or Operator Party's Default.
- 41.9 If any request for access, visit, audit or investigation identifies that:
- (a) the Operator has failed to perform its obligations under this Agreement, the provisions of clause 8.4 shall apply and the Operator shall promptly take the necessary steps to comply with its obligations;
 - (b) any sum has been overpaid to the Operator, the Operator shall repay the amount overpaid within thirty (30) days from the date of receipt of an invoice or notice to do so; and
 - (c) the Client has underpaid any Payments, the Client shall pay the Operator the amount of the under-payment within thirty (30) days from the date of receipt of an invoice for such amount.
- 41.10 The Client's rights under this clause 41 (Accounts, Records and Audits) are without prejudice to any other rights that it may have under this Agreement or otherwise.
- 41.11 The Client may increase its monitoring of the conduct of the Services if the Operator fails to meet the KPI Targets or fails to fulfil any of its other obligations under this Agreement. The Client shall give the Operator prior notice of its intention to increase the level of its monitoring. The Operator shall bear its own costs in relation to any monitoring which is conducted by the Client under this clause 41.11.

Open Book Accounting

- 41.12 The Operator shall keep books and records of the provision of the Services (including in relation to design, implementation, transition, maintenance, management, operation and finance) in accordance with sound and prudent financial management and the principles of Open Book Accounting (including making available to the Client all invoices received from Operator Parties).
- 41.13 Without prejudice to any other provision of this Agreement the Operator shall, at the request of the Client, provide to the Client a Certificate of Costs within fifteen (15) Working Days of such request provided that the Client may not request a Certificate of Costs more than once in any Contract Year. The Certificate of Costs shall be prepared in accordance with generally accepted accounting principles and Best Industry Standards. The Operator shall arrange for the Certificate of Costs to be audited as soon as practicable after submission to the Client and a copy of the audited version of the Certificate of Costs shall be provided to the Client.
- 41.14 The Certificate of Costs shall set out the Operator's actual costs, expenses and profits in providing the Services over the preceding Contract Year including the following details:
- (a) actual Capital Expenditure, including capital replacement costs;
 - (b) actual operating expenditure relating to the provision of the Services with an analysis showing the costs of staff consumables sub-contracted and bought in services;
 - (c) all interest expenses and other third party financing costs incurred in relation to the Services;
 - (d) details of the overhead recoveries that have been made in relation to the Services;
 - (e) any Operating Deficit gained by the Operator and profit gained by any Operator Parties in the provision of the Services including any profit element forming any part of the overhead recoveries disclosed by reason of clause 41.14(d) above or any part of sub-contracted or bought in services from Operator Parties; and

- (f) details of any efficiency savings or economies of scale achieved in relation to the Services.
- 41.15 Following receipt of the Certificate of Costs the Operator shall provide to the Client such additional information as it may reasonably request so that the Client can verify the accuracy of the Certificate of Costs. The Client shall have the right to appoint an independent third party auditor (**Auditor**) not being a direct competitor of the Operator on confidentiality terms substantially the same as those set out in clause 26 (Confidentiality) to verify the Certificate of Costs.
- 41.16 The Auditor shall be paid for by the Client unless the Certificate of Costs prepared by the Operator is found to be manifestly inaccurate, incomplete or misleading in which case the Operator shall be solely responsible for paying the Auditor's costs.
- 41.17 The Operator shall allow the Auditor and its authorised agents the right of reasonable access to (and, the right to take copies of) such information as may be necessary or reasonably desirable for the purpose of verifying the Certificate of Costs or for the purpose of monitoring and calculating the Operator's profit margins and applying the provisions of the invoicing process in clause 20 (Payments and Invoicing).
- 41.18 The Certificate of Costs may be used by the Client for verification of cost expenditure or estimated expenditure in particular but without limitation for the purpose of calculating the effect of a Change or Change in Law or compensation payable on termination of this Agreement.

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42 Dispute Resolution Procedure

- 42.1 The Operator and the Client shall attempt, in good faith, to resolve any Dispute promptly by negotiation, conducted as follows:
 - (a) the Dispute shall be referred, by either the Operator or the Client by notice in writing, first to the Operator's Operational Services Manager and the Client's Operational Services Manager for resolution;
 - (b) if the Dispute cannot be resolved by the Operator's Operational Services Manager and the Client's Operational Services Manager within fourteen (14) days after the Dispute has been referred to them under clause 42.1(a), either the Operator or the Client may refer the Dispute to the Client's Representative and the Operator's Representative by notice in writing;
 - (c) if the Client's Representative and the Operator's Representative are unable or fail to resolve the Dispute within seven (7) days after the Dispute has been referred to them under clause 42.1(b), the Operator or the Client may attempt to resolve the Dispute by mediation in accordance with clause 42.2.
- 42.2 If the Operator or the Client have failed to agree on a resolution to the Dispute within thirty (30) days after the notice of the Dispute, either of them may refer that Dispute for mediation pursuant to this clause 42.2, but this shall not be a condition precedent to the commencement of any arbitration or (where clause 42.4 applies) court proceedings, and either of them may issue and commence arbitration prior to or contemporaneously with the commencement of mediation. The following provisions shall apply to any such reference to mediation:
 - (a) the reference shall be a reference under the Model Mediation Procedure (**MMP**) of the Centre of Dispute Resolution (**CEDR**) from time to time in force;
 - (b) the Operator and the Client shall, immediately on such referral, co-operate fully promptly and in good faith with CEDR and the mediator and shall do all such acts and sign all such documents as CEDR or the mediator may reasonably require to give effect to such mediation, including an agreement in or substantially in the form of CEDR's Model Mediation Agreement for the time being in force; and

- (c) to the extent not provided for by such agreement of the MMP:
 - (i) the mediation shall commence by any of the Operator or the Client serving on the other written notice setting out, in summary form, the issues in dispute and calling on the other to agree the appointment of a mediator; and
 - (ii) the mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the Operator and the Client or, in default of agreement, appointed by CEDR.

42.3 If and to the extent that the Operator and the Client do not resolve any Dispute or any issue in the course of any mediation, or have failed to resolve the Dispute but have not referred the matter to mediation, any of them shall, if it wishes to resolve the Dispute or issue, refer such unresolved Dispute or issue for resolution by arbitration in London conducted in the English language by a sole arbitrator under the LCIA Arbitration Rules which are deemed to be incorporated by reference into this clause. The decision of the arbitrator shall be final and binding except in the case of manifest error.

42.4 Nothing in this clause 42 (Dispute Resolution Procedure) shall prevent a Party from instigating legal proceedings where an order for an injunction or disclosure is required.

42.5 Without prejudice to the Client's right to seek redress, the Operator shall continue to provide the Services and to perform its obligations under this Agreement notwithstanding any Dispute or the implementation of the procedures set out in this clause 42 (Dispute Resolution Procedure).

42.6 Notwithstanding any other provision of this Agreement, where HGCRA applies in relation to any Dispute, the Operator or the Client may refer any Dispute or difference arising under this Agreement to adjudication. The adjudication procedures and the agreement for the appointment of an adjudicator shall be as set out in Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 or any replacement or amendment of them current at the date of reference. The nominating body shall be the Technology and Construction Solicitors' Association or any successor organisation.

43 Notices

43.1 Any notice or communication in connection with this Agreement must be in writing, in English and, unless otherwise stated, may be given in person, by commercial courier service or recorded delivery.

43.2 The addresses for delivery of a notice or communication in connection with this Agreement for each Party are as follows:

Client	Operator
FAO: Erin Weir London Legacy Development Corporation Level 9, 5 Endeavour Square, Stratford, London, E20 1JN	FAO: David Bibby Sports and Leisure Management Ltd 2 Watling Drive Sketchley Meadows Hinckley Leicestershire, LE10 3EY

43.3 Either Party may change the details in clause 43.2 by giving notice to the other. Such notice shall take effect five (5) Working Days after the notice is deemed to have been received or, if later, on the date specified in that notice.

43.4 Any notice or communication in connection with this Agreement shall be deemed to be given as follows:

- (a) if delivered in person, at the time of delivery; or

- (b) if sent by commercial courier service or recorded delivery, on the date and at the time of signature of the couriers delivery receipt or the recorded delivery receipt.
- 43.5 For the purposes of clause 43.4 the following shall also apply: -
- (a) where delivery occurs after 4.00 pm on a Working Day or at any time on a day which is not a Working Day, service shall be deemed to occur at 9.00 am on the next following Working Day; and
 - (b) all times are to be read as local time in the place of deemed receipt.
- 43.6 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal or arbitral proceedings.
- 43.7 A notice or other communication required to be given under or in connection with this Agreement are not validly given if sent by e-mail, fax, text or SMS message.

44 Assignment and Change of Control

Assignment

- 44.1 Subject to clause 17 (Supply Chain), the Operator shall not assign, novate, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this Agreement without the Client's prior written consent.
- 44.2 The Client may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement to any other Client Party and the Operator shall, at the Client's request, enter into a novation agreement in such form as the Client shall reasonably specify in order to enable the Client to do so. Any other assignment, novation or transfer by the Client shall be subject to the Operator's prior written consent (not be unreasonably withheld or delayed).
- 44.3 A change in the legal status of the Client shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Client.

Change of Control

- 44.4 The Operator shall give the Client at least sixty (60) Working Days' prior written notice of any proposed Change of Control of the Operator, in which case:
- (a) within thirty-five (35) Working Days of such notice the Client may notify the Operator of any objection to such Change of Control; and
 - (b) if the Client objects, the Parties shall meet within ten (10) Working Days of the Client's notice of objection in order to discuss the Client's concerns, and if such concerns are resolved to the Client's reasonable satisfaction, the Client shall withdraw its notice of objection.
- 44.5 If the Client's concerns in respect of a Change of Control are not resolved within ten (10) Working Days of the Client's notice of objection (**Backstop Date**), and as a result of the Change of Control:
- (a) the Operator will be owned or controlled by an entity domiciled in a country outside of the UK or the European Union and this gives the Client reasonable grounds for concern;
 - (b) in the reasonable opinion of the Client, the Operator's ability to supply the Services may be materially affected;
 - (c) in the reasonable opinion of the Client, it would have a material detrimental financial impact on the Operator, including a material detrimental impact on the Operating Deficit or the level of investment made into the Operator by its owners;

- (d) in the reasonable opinion of the Client, it would be detrimental to the Client's reputation and regulatory obligations and functions to continue to contract with the Operator; or
- (e) in the reasonable opinion of the Client, the Guarantor's financial standing may be materially affected and/or the replacement guarantor proposed by the Operator does not have equivalent covenant strength of the Guarantor,

then the Client may no later than the Backstop Date issue a notice identifying which of the above conditions it believes apply and the reasons for such belief and unless the Operator gives notice that the Change of Control will not occur, clause 32.2(d) shall apply.

45 Third Party Rights

- 45.1 Each Client Party shall be entitled to enforce the terms of this Agreement without any charge to the Client or any other Client Party, but subject always to evidencing the prior written consent of the Client to such enforcement.
- 45.2 Clauses 17.2(b), 23.3, 28.1, 34.1(b), 34.4, 34.5, 34.10, paragraphs 2.1, 4.2(b), 4.5, 4.6, 5.8(a)(i), 5.9(b), 5.9(d), 5.9(e), 5.9(f), 6.1, 6.2, 6.3, 6.4, 6.6, 6.7, 6.9 and 8 of Schedule 13 (Exit), paragraphs 2.1, 2.4, 2.5, 2.6, 3.3, 3.5, 3.6, 3.7, 3.8 and 3.9 of Schedule 15 (Employment (TUPE)), and paragraph 4.2(g) of Schedule 22 (Commercial Rights) confer rights on each Replacement Operator without, in each case, any additional charge to the Client and each Replacement Operator may enforce such rights in its own capacity.
- 45.3 Notwithstanding clauses 45.1 and 45.2, the Parties may rescind or vary this Agreement without the consent of any other person who has the right to enforce any of the terms of this Agreement, even if such rescission or variation may extinguish or alter that person's entitlement under that right.
- 45.4 Except as set out in clauses 45.1 and 45.2, this Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Agreement.

46 Boilerplate Clauses

- 46.1 **No Waiver:** failure to exercise a right or remedy provided by this Agreement or by law shall not constitute a waiver of the right or remedy or other rights or remedies. A waiver of any right or remedy shall only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right or remedy.
- 46.2 **Entire Agreement:** this Agreement constitutes the entire agreement and understanding of the Parties in respect of its subject matter (and supersedes any previous agreement between the Parties in respect of such subject matter) and in entering into this Agreement, neither Party has relied on or shall have any remedy (either in contract or tort) in respect of any statement, representation or warranty which is not expressly set out in this Agreement (without limiting or excluding any liability for fraud or fraudulent misrepresentation). Without limitation, in particular the Operator agrees that any standard terms and conditions of business (or similar) of the Operator shall not apply to the Services provided under this Agreement.
- 46.3 **No Agency:** unless expressly agreed in writing by the Parties, nothing in this Agreement is intended to or shall create a partnership, relationship of principal and agent, or joint venture between the Parties, or authorise either Party to obligate or bind the other Party in any manner whatsoever.
- 46.4 **Costs:** Except as expressly provided in this Agreement, each Party shall bear its own costs in performing this Agreement, and the Payments are the only monies payable by the Client to the Operator in consideration for the Operator performing its obligations under this Agreement, which shall be inclusive of all costs and expenses incurred by the Operator including all tariffs, duties, travel, accommodation and subsistence expenses.

- 46.5 **Invalidity:** if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of this Agreement.
- 46.6 **Remedies not Exclusive:** save as otherwise provided in this Agreement, the rights and remedies set out in this Agreement are in addition to and not exclusive of any rights and remedies provided by law. The exercise of any right by the Client is, unless otherwise stated, without prejudice to its other rights.
- 46.7 **Joint and Several Liability:** if the Operator constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:
- (a) these persons shall be deemed to be jointly and severally liable to the Client for the performance of this Agreement;
 - (b) these persons shall notify the Client of their leader who shall have authority to bind the Operator and each of these persons; and
 - (c) the Operator shall not alter its composition or legal status without the prior consent of the Client.
- 46.8 **Further Assurance:** each Party shall at its own cost execute all such documents and take all steps do as the other Party reasonably requests from time to time in order to give full effect to this Agreement;
- 46.9 **Counterparts:** this Agreement may be executed in counterparts, each of which shall constitute an original, but which shall together constitute one agreement. Transmission of an executed counterpart of this agreement or the executed signature page of a counterpart of this agreement by email (in PDF, JPG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy originals of their counterpart.
- 46.10 **Governing Law and Jurisdiction:** this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed according to the law of England and Wales, and subject to clause 42 (Dispute Resolution Procedure) the courts of England and Wales shall have exclusive jurisdiction to determine any dispute relating to the same.

This Agreement is executed as a deed and is delivered on the date stated at the beginning of this Agreement.

Executed as a Deed by)
London Legacy Development Corporation)
by applying its seal in the presence of)
an authorised person)

Authorised Person:)
)

Signature:)
)

Executed as a Deed by)
Sports and Leisure Management Ltd)
(Registered number 02204085)
acting by a director) **(Director)**
in the presence of:)

Signature:)
Name:)
Address:)
Occupation:)

Schedule 1
Specification

Schedule 1
Specification

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Part 1– London Aquatics Centre Overview

1 Background

- 1.1 This Specification provides details of the London Legacy Development Corporation's (the **Client's**) service requirements for the operation and maintenance of the London Aquatics Centre.
- 1.2 The Client has secured the long-term development and management of the London 2012 Olympic and Paralympic Games Venues to provide a lasting local, regional and national benefit. It is fundamental to the Client's objectives that the London Aquatics Centre is operated and maintained in a manner that supports the aims of the Client.
- 1.3 The Client's Mission is 'To use the opportunity of the London 2012 Olympic and Paralympic Games and the creation of Queen Elizabeth Olympic Park (QEOP) to change the lives of people in east London and drive growth and investment in London and the UK, by developing an inspiring and innovative place where people want – and can afford – to live, work and visit.'
- 1.4 The Client's **Priority Themes** (as listed at (a) to (d) below) underpin the Park and surrounding area and this Agreement is required to support these at all times:
- (a) delivering inclusive growth and community well-being;
 - (b) delivering sustainable development and helping to address the climate emergency;
 - (c) delivering high quality design; and
 - (d) delivering inclusion and diversity.

2 Queen Elizabeth Olympic Park and the London Aquatics Centre

- 2.1 QEOP is a thriving destination. Ten years on from the London 2012 Olympic and Paralympic Games, the Park hosts major national and international events, is home to schools, universities and workplaces, and is increasingly a place to live with new residential areas. In the coming years the East Bank development will provide a new cultural quarter for London, with the Victoria and Albert Museum, BBC, University College London, University of the Arts London and Sadler's Wells Theatre opening new premises in Stratford. The Park currently welcomes over six (6) million visits a year, which is expected to increase up to nine (9) million when East Bank is fully open.
- 2.2 The London Aquatics Centre is key to the ongoing legacy of QEOP. One of the iconic venues of London 2012 Olympic and Paralympic Games, the London Aquatics Centre reopened publicly in March 2014 and has proved hugely popular for national and international events as well as being a thriving public swimming, diving and fitness centre. It currently has over 8,000 members and is home to swim schools, the Tom Daley Diving Academy (subject to the Operator being able to secure necessary rights in relation to the same) and a busy gym. London, county and national swim galas regularly use the pools, and the London Aquatics Centre has hosted national and international aquatics events, in addition to fashion shoots and commercial TV and filming opportunities.
- 2.3 The Client welcomes proposals to mitigate any public subsidy and generate income to offset running costs. However, without prejudice to clause 11 (Maintenance) and clause 12 (Lifecycle Maintenance), investment is encouraged to ensure appropriate standards are maintained and

the facilities are fresh, modern and relevant, including welcoming ideas for innovation and improvements in sustainability.

3 Operator requirements

London Aquatics Centre and Service Background

- 3.1 The London Aquatics Centre is one of the key Venues of QEOP.
- 3.2 The Client will work in a long-term partnership with the Operator to ensure that:
- (a) the communities in and around the Park receive high quality, cost effective leisure services meeting User needs;
 - (b) it delivers a sporting, cultural and entertainment offer at the London Aquatics Centre appealing to a wide target audience; and
 - (c) it continues to maintain the premises and areas for which it is responsible to a high standard.
- 3.3 The Operator shall actively co-operate with the many promoters, education establishments, health agencies, National Governing Bodies of Sport (**NGB**), four Growth Boroughs (**4GB**) (London Borough (**LB**) of Newham, LB of Hackney, LB of Tower Hamlets, and LB of Waltham Forest), clubs and voluntary organisations active in sport across London and the UK.
- 3.4 The Operator shall maintain the London Aquatics Centre's reputation as a centre for high performance aquatic sports training and development.
- 3.5 The Client does not seek to be prescriptive about the programmes and methods of service delivery employed by the Operator but the Operator shall provide the Services in respect of the London Aquatics Centre in accordance with the Specification.
- 3.6 The Operator shall manage the London Aquatics Centre to meet the obligations of the Strategic Purpose (Part C of Appendix 1 of this Schedule).

4 Definitions

- 4.1 In this Specification, in addition to the terms defined at clause 1 of the Agreement, defined terms have the meaning given in Appendix 6 of this Specification.

1 Service Delivery Plan

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Part 3 – Services to be offered at the LAC

1 The Operator shall maintain the London Aquatics Centre within the red line set out in Schedule 18 (Plans and Drawings).

2 Guiding principles

2.1 The Operator shall ensure that:

- (a) the Specification deliverables are met and maintained and there must be demonstrable continuous improvement in Service delivery;
- (b) key issues affecting quality of Services are mitigated and managed by the Operator within established resolution times; and
- (c) there is a clear process in place for implementing, monitoring and reviewing Service delivery.

3 Mobilisation Plan

3.1 The Operator shall prepare a Mobilisation Plan in accordance with clause 7 and comply with its obligations under clause 7.

3.2 The Mobilisation Plan must include the Operator's plans for working closely with the Previous Operator and FM team to ensure a smooth transition of service and continuity of service. Further requirements of the Mobilisation Plan are set out at Appendix 8 of this Schedule.

4 Sports Development Plan

4.1 The Operator shall prepare a Sports Development Plan for approval by the Client, setting out, amongst other things, those matters described in Part B – Service Delivery Plan of Appendix 1 and Appendix 12 (Sports Development Plan Proposals), priority commitments/goals, actions and initiatives to be delivered, intended outcomes and monitoring and evaluation criteria. The Operator shall deliver this draft to the Client no later than twenty (20) Working Days following the Effective Date.

4.2 The Sports Development Plan prepared by the Operator pursuant to paragraph 4.1 above shall (without limitation) include:

- (a) Targeted Activity Programmes for Groups Who are Traditionally Low Participants
- (b) Level Water - funded lessons (2,291 places in 10 months across EA) – target 50 children annually;
- (c) Good Boost – supporting diverse populations to reduce pain – target 50% reduction in pain;
- (d) Hydrohex (virtual classes) – there are no aqua classes in place currently – target 10 classes per week;
- (e) Aqua run / Atlantis – inflatable fun sessions – target 6 sessions per month, 150 participants per session;

- (f) Disability and children's sensory sessions – target 4 sessions per week;
- (g) EA Funded Lessons – deprived target areas, e.g., Tollgate Rd in Beckton - target 50 places each year;
- (h) Quiet / Adult swimming sessions – social sessions for those with health problems (dementia, neuro-divergence, long term health conditions) and BME groups (research local demos) – target 4 sessions per week;
- (i) Inclusive Group Exercise Classes – disability groups, Parkinson's etc - target 4 sessions per week;
- (j) Added Value and Innovation - ESCAPE pain is a group rehabilitation programme which will be delivered for people with chronic joint pain that integrates educational self-management and coping strategies with an exercise regimen individualised for each participant;
- (k) Added value and Innovation - Level Water Swimming lessons. Level Water is a charity that provides funding for affordable private swim lessons for children aged 4-11 years with a mobility, visual and/or hearing impairment who cannot swim 10 metres. Level Water: Daisy – YouTube; and
- (l) Added Value and Innovation - Good Boost swimming Sessions: Designed for, aqua rehab, aqua fitness aqua-natal & land exercise, enabling us to support diverse populations to be more active: <https://vimeo.com/548296524/2c46bee683>.

5 Pricing policy

- 5.1 The entrance prices for the London Aquatics Centre for the public will be no higher when compared on like for like basis than the top 4GB prices at that time. Likewise the priority group pricing for the public (concessionary pricing) will no higher than the top 4GB priority group price at that time. Pricing must be fully considered and agreed with the Client in advance accordance with the provisions of the Agreement.
- 5.2 The Operator shall undertake an annual review of pricing, yielding and priority groups in collaboration with the Client, with appropriate analysis of relevant pricing in the 4GB. Any alterations in the pricing must be approved by the Client.
- 5.3 The minimum charges for use or hire of the London Aquatics Centre for events (sporting and non-sporting) must be approved by the Client in writing and the Operator shall charge for events at not less than these rates.
- 5.4 The Operator shall develop and operate a concession scheme that broadly offers a reduction of some prices at off peak times, taking into consideration other similar concession schemes being operated in the 4GB. The aim is to attract priority groups where price is a barrier to participation.
- 5.5 The Operator shall maintain the principles of this scheme throughout the Term and the Client requires the Operator to demonstrate continuous innovation in the scheme to increase participation of under-represented groups at the London Aquatics Centre.

5.6 The Operator shall ensure that all entrance prices (including VAT) for the London Aquatics Centre for the public (other than for events) are displayed at the entrance or reception area and on the website, and contained within the literature for the London Aquatics Centre.

6 Revenue collection

6.1 The Operator shall be responsible for the collection of all revenues and direct debit payments for sporting use, event use and ancillary income.

6.2 The Operator shall be responsible for ensuring that these are kept secure and banked on the same day they are received. Cash should not be kept at the London Aquatics Centre overnight, other than a reasonable amount to provide a float when the London Aquatics Centre open to the public the next day.

6.3 The Operator shall be able to take payment in cash and by credit and debit cards, in person at the London Aquatics Centre, and by debit and credit card for on-line and telephone bookings.

6.4 The Operator shall not advance funds to promoters. The Operator shall collect all payments for events in full and in advance, including collecting an appropriate deposit in order to confirm any booking.

7 London Aquatics Centre membership

7.1 The Operator is responsible for the creation and management of the membership arrangements for the London Aquatics Centre.

7.2 The Operator shall:

- (a) develop and implement membership schemes and packages for the London Aquatics Centre, including exploring discounted membership arrangements to local residential and commercial tenants and sponsors at the Park;
- (b) set up a direct debit scheme for the provision of fitness membership, lessons and club activities at the London Aquatics Centre; and
- (c) grant the Client staff, and the designated Operator Personnel discounted access upon production of ID to the London Aquatics Centre for entry into public swimming sessions to be maintained throughout the term of the Agreement.

7.3 All pricing, fees and charges for membership schemes and membership arrangements must be agreed by the Operator and the Client on an annual basis, as part of the annual pricing review (which shall take place no later than September each year, and shall entail the Operator making written proposals to the Client for its approval in writing).

7.4 There is not currently a requirement for the Operator to develop or participate in a cross Venue/Park-wide membership arrangement. Should there be a requirement to develop or participate in a Park-wide membership arrangement, then the Operator shall actively participate in and support such a membership arrangement and co-operate with and comply with the requirements of the Client.

7.5 In relation to all current and future members, the Operator shall, for the purpose of performance management, ensure that Users' personal details are collected and recorded on computer

records and in accordance with the requirements set out in Schedule 10 (GDPR) of the Agreement.

- 7.6 Residents of the Park typically pay a fixed estate charge. The Client may wish to explore with the Operator making benefits in relation to services and/or facilities at the LAC available at a discounted rate to those residents of the Park who pay a fixed estate charge, with the intention of encouraging the residents of the Park to make use of the facilities and promote the Park as a place where people want to live, work and visit. The Operator will engage with the Client in discussing the potential benefits which may be made available

8 The British Olympic Association (BOA) and British Paralympic Association (BPA)

- 8.1 The Operator shall support the BOA/BPA and Team GB by providing free access for accredited athletes to public swim sessions and gym membership. The Operator shall accommodate these athletes through its booking procedure.

9 Participation Targets

- 9.1 Historically there has been low participation rates in sport and physical activity in east London. The Operator shall consider mitigating the potential barriers to sports participation such as pricing and the need to provide culturally sensitive facilities and programmes. This is to ensure that the London Aquatics Centre continues to be appropriately positioned as being accessible and affordable for the local communities. The Operator shall therefore engage with the Client, NGBs and relevant local communities to drive up participation among BAME groups, those who are currently inactive and underrepresented groups. The Operator's progress in this will be measured through data collected by the Operator, provided as part of the regular monitoring reports to the Client.

- 9.2 The Client will apply specific and measurable participation targets for the London Aquatics Centre and requires that, as a minimum, the Operator shall achieve the following targets, whilst not prejudicing the maximisation of income:

- (a) an increase in throughput of 1.5%, year on year, in overall attendances; and
- (b) an increase in regular attendances (those attending twice or more per week on average), of 1% per annum.

- 9.3 The Operator shall analyse the Users to assess whether there are any sections of the community that are under-represented. Where there are groups that have a low participation at the London Aquatics Centre, programmes should be researched, updated and delivered to encourage use by these under-represented groups.

- 9.4 The Operator shall record attendances from these priority groups and demonstrate increases in attendance and participation over the period of the Agreement.

9A Community Events Programme

- 9A.1 Without prejudice to paragraph 9.2 of Part 3 of this Schedule, the Operator shall deliver an events programme targeting more than 30 community / regional events each year, increasing participation by more than 1.5%, promoting community engagement, sponsorship/charity events, and enhancing sport in the 4 Growth Boroughs (4GBs).

9B Promotion of Outreach Programmes

9B.1 Without prejudice to paragraph 9 of Part 3 of this Schedule, the Operator shall utilise a variety of promotional methods to ensure the outreach programmes are accessible and engaging. This will include using social media, facility fly throughs, Recite Me, Inclusive literature, community events, and schools visits to promote the facilities and explore opportunities.

9C Swim England Strategy

9C.1 Without prejudice to paragraph 9 of Part 3 of this Schedule, the Operator shall deliver the requirements of the Swim England Strategy. The Operator will evolve to meet changing needs by aligning their framework to Sport England's Uniting the Movement Strategy and Swim England's Strategy and Swim England's Three Frontier Tool Kit (and any strategies replacing these) and to the Client's and the 4GBs key priorities. The Operators Activity, Wellbeing and Sports Development Programme will provide access to a wide range of health, fitness, wellbeing, and social activities for target groups across the 4GBs.

9D Swim Manager

9D.1 Without prejudice to Part 3 of this Schedule, the Operator shall engage a dedicated Swim Manager (dedicated to the LAC) throughout the period from the Service Commencement Date until the Expiry Date to deliver a wide range of opportunities including but not limited to giving children and adults an opportunity to continue with the Aquatics Skills Framework, including Diving, Swimming, Artistic Swimming, Water Polo and the RLSS Rookie Lifeguard programme.

10 Park-wide Coordination

10.1 As the London Aquatics Centre forms part of the Park facilities, the Client requires all Venue Operators to provide the Client by email each week on the day selected by the Client, with a copy of the London Aquatics Centre's event diary (to be kept in an agreed format) for the following 12 Months, indicating all events proposed to be held in that Venue, status (confirmed or provisional) category of event (as defined by the Client), crowd profile.

10.2 The Client will coordinate the diaries for different Venues to ensure that the Client delivers the best possible use of the facilities at the Park. Where the diaries show more than one event taking place on the same day and/or at the same time, the Operator will engage, acting reasonably, with the Client and relevant Venue Operator to seek to agree arrangements, in particular, to ensure ingress and egress times do not clash with London Stadium ingress and egress times which shall take precedence..

10.3 The Operator shall form a close working relationship with other Venue Operators and the 4GB as well as with the other contractors operating within the Park, including the contractors for the Park Horticulture and Grounds Maintenance and Park security team and adjacent venues such as London Stadium, Sadler's Wells Theatre and the Stratford Waterfront Management Company.

11 User Facing Services

Sport Session Booking Facility

11.1 The Operator shall develop and put in place a booking system to enable Users to book sports sessions at the London Aquatics Centre. This system must include:

- (a) an accessible telephone and online booking service;

- (b) an on-site booking and collection service;
- (c) public event ticketing;
- (d) gift booking service;
- (e) group booking;
- (f) booking of necessary assistance for disable visitors; and
- (g) add on items such as crèche and catering options.

11.2 The Operator shall develop and put in place a ticket booking system for public events at the London Aquatics Centre. This system must include:

- (a) an accessible telephone and online booking service;
- (b) an on-site booking and collection service;
- (c) opportunities for joint ticketing and promotion (i.e. Other Park attractions, London Aquatics Centre, other attractions, National rail etc.);
- (d) gift booking service.
- (e) group booking; and
- (f) booking of necessary assistance for disabled visitors.

11.3 The sport session and public event ticketing systems must record booking data for CRM data management, User communications and marketing purposes, trend monitoring and reporting procedures (in accordance with Schedule 10 (GDPR)).

Reception services

11.4 The Operator is responsible for the operation of the reception point within the London Aquatics Centre.

11.5 The Operator shall provide suitable staffing resources to match the level of demand to ensure queues on the whole are no longer than five (5) Users long at any time (except for arrival of unforeseen large groups en masse).

11.6 Reception staffing levels and access control procedures at times of peak demand must be such that Users are able to gain access without unreasonable delay.

11.7 There must be a minimum of one reception staff at the main reception/concierge desk at all times within the core hours of operations of the London Aquatics Centre.

11.8 Staff must be trained in delivering exceptional User service and friendly welcome to all Users. Reception staff shall deal with front line matters including security threat awareness, enquiries and bookings, accessibility matters, matters relating to the Car Park, general information, locker tokens, User feedback and complaints recording, lost property, lost children reports, point of sale material and appropriate delivery or deployment of first aid.

User care policy

11.9 The Operator shall design and implement a User care policy in respect of the LAC to be agreed with the Client and this shall be updated and agreed with the Client as part of the Mobilisation Activities. As part of the policy the Operator shall ensure that:

- (a) clear User charter/service pledge/list of promises is displayed;
- (b) Operator Personnel are trained in equality and disability awareness;
- (c) Operator Personnel are trained in dealing with, recording and responding to safeguarding matters;
- (d) Operator Personnel are trained health and Safety, security threats and responses and first aid;
- (e) Operator Personnel in all areas respond positively to enquiries and sales opportunities;
- (f) Operator Personnel are generally helpful and pleasant in all User and Operator Personnel situations;
- (g) Operator Personnel shall be responsible for dealing with User complaints/comments to the satisfaction of the User. Action should be initiated by that member of Operator Personnel where possible;
- (h) procedures are in place for dealing with difficult/unusual User requests, positively, and within seven (7) days;
- (i) User information is readily available; and
- (j) Operator Personnel are trained in User care.

User research

11.10 In relation to the Services, the Operator will undertake User research at the cost of the Operator and establish service benchmarks. The outputs from the research should:

- (a) inform the operational and strategic management of the London Aquatics Centre;
- (b) inform the Client's client management processes, operational approach and destination marketing; and
- (c) be used in establishing future programmes of use and pricing policy decisions.

11.11 In relation to all Services, the Operator should operate a User feedback policy to ensure that:

- (a) an effective User comment system is in operation throughout the Services;
- (b) verbal feedback is encouraged and built into and documented within the User comment system;
- (c) feedback is encouraged through day to day contact with Users, public meetings and Operator Personnel representation;
- (d) feedback is periodically disaggregated to ascertain if disabled Users, or Users from different equality groups are experiencing any specific issues;

- (e) information on User service is collected, analysed and used in service development;
- (f) managers deal positively with client input; and
- (g) post-use research is conducted with Users.

11.12 The Operator shall undertake its own mystery shopper visits and reports quarterly which the Operator shall promptly share with the Client.

11.13 The Client may undertake its own cross-Park research and mystery shopping, which the Operator shall practically support.

User complaints

11.14 The Operator shall establish a process for User feedback and complaints. As a minimum the Operator shall:

- (a) provide a suitable platform for visitors to be able to make comments and complaints in person, in writing, by email, online or by telephone;
- (b) make first contact with Users within twenty-four (24) hours of a complaint being made. The first response can include email; Where a complaint is not resolved after such initial contact, and/or is a difficult or unusual complaint, the Operator should still make initial contact within twenty-four (24) hours of the complaint being made and a full response shall be provided within seven (7) days;
- (c) provide complaint forms that can be filled in by Users and returned to the London Aquatics Centre; and
- (d) monitor and track User complaints and report quarterly to the Client.

Crèche services

11.15 The Operator is responsible for the operation of a crèche facility for Users of the London Aquatics Centre only (not free to Operator Personnel) and the Operator shall apply charge for this service, such charges to be calculated on the basis of the average 4GB prices for leisure or sports centre related crèches at that time.

11.16 The Operator shall be responsible for:

- (a) ensuring the crèche is available for at least the minimum opening hours specified in Appendix 2 of this Schedule;
- (b) accommodating children who are between the ages of six (6) weeks old and five (5) years old;
- (c) providing that the crèche complements the activities within the London Aquatics Centre and only whilst a parent/guardian is present within the London Aquatics Centre;
- (d) ensuring the crèche is appropriately equipped and offer a wide range of toys and activities for all age ranges;

- (e) ensuring the crèche staff are qualified, friendly and fully trained in child care, equality and disability awareness, first aid, and safeguarding, and have undertaken the necessary enhanced Disclosure and Barring Service (**DBS**) checks and full safeguarding measures and procedures are in place; and
- (f) fully complying with legislation and local authority requirements in operating the crèches.

Café, Concession Catering and vending services

11.17 The Operator shall deliver or procure the delivery of café, concession catering and vending services within the London Aquatics Centre in accordance with provisions set out within Appendix 7 of this Schedule. The services include:

- (a) operating the dedicated café within the London Aquatics Centre (kitchens and seating area). External catering areas have not been included in demise areas but the Client is amenable to opening discussions on this and changes can be recognised via Change Control Procedure as agreed between parties;
- (b) temporary event concession units, ensuring these are well stocked and remain safe and presentable at all times to facilitate event audience catering;
- (c) vending machines are to be well stocked at all times, clean and include a range of healthy items amongst items on sale;
- (d) operating and maintaining all catering equipment and catering vending machines within the London Aquatics Centre;
- (e) marketing the catering service within the London Aquatics Centre;
- (f) regular cleaning of the kitchen, servery and seating areas to comply with highest hygiene standards and a Food Hygiene Rating Scheme score of no lower than 5;
- (g) maintenance of all catering areas and catering assets; and
- (h) collecting revenue for the catering provision.

London Aquatics Centre tours

11.18 The Operator shall charge for any tours of the London Aquatics Centre, with exception of the Client who are permitted to operate tours of the public areas of the facilities during the core hours of operation at no charge providing any groups are hosted by the Client's staff. In addition the Client may request with reasonable notice support of the Operator to attend such tours.

Operating hours

11.19 The Operator shall as a minimum operate the London Aquatics Centre during the Core Operating Hours listed in Appendix 2 of this Schedule.

11.20 The Client may require the Operator to change the Core Operating Hours. The Client will provide written notice of any changes it requires to the Core Operating Hours and will endeavour to provide a minimum of 4 weeks' notice. If the Operator wishes to change the Core Operating

Hours it must seek the Client's prior written consent to the change, which the Client may give or withhold, in its absolute discretion.

- 11.21 Commercial event set up and breakdown is permitted outside of these Core Operating Hours subject to statutory consents.
- 11.22 The London Aquatics Centre must be open on public holidays, though restricted hours of operation may apply, by agreement with the Client, with the exception of Christmas Day, when the London Aquatics Centre will be closed.
- 11.23 The Client may require the Operator to close the London Aquatics Centre in the event of a national emergency or incident of national importance, such as the death of a monarch.

11A Monitoring of Customer Service

- 11A.1 Without prejudice to paragraph 11 (User Facing Services) of Part 3 of this Schedule, the Operator shall put in place a range of monitoring mechanisms to ensure the delivery of high-quality customer service which ensures they are gathering and responding effectively to customer feedback on all service areas, including cleanliness, colleague friendliness/helpfulness, facility operation, maintenance, activity offering, pricing and timetables.

11B Digital Innovation

- 11B.1 Without prejudice to paragraph 11 (User Facing Services) of Part 3 of this Schedule, the Operator shall through digital innovation introduce and maintain App and electronic booking systems, as well as exploring new ways to sell tickets to events through external ticket agents, to enable customers to purchase tickets easily and efficiently.

11C Mystery Shopping

- 11C.1 Without prejudice to paragraph 11.12 of Part 11 of this Schedule, the Operator shall undertake mystery shopping activities quarterly using ProInsight who will provide a report and audio-recordings. This provides feedback for continuous improvement, leading to improved performance and service levels improved customer loyalty and enhanced staff engagement; all targeted to achieve a minimum of 85% at the LAC.

11D Reporting Customer Service Issues

- 11D.1 Without prejudice to paragraph 18.3 of Part 11 of this Schedule, the Operator shall ensure any customer service issues needing to be communicated to the Client are done so within 48 hours, whilst a full investigation is conducted. Full responses to customers will be sent within five Working Days. The Operator will provide the Client with a quarterly 'Customer Complaints and Feedback report'.

Part 4 – Commercial Activity

1 Sale of sporting equipment and merchandise

- 1.1 The Operator shall be permitted to sell sporting equipment and merchandise within the London Aquatics Centre in accordance with Schedule 22 (Commercial Rights). Should the Client develop a Park wide merchandising strategy, any merchandise sold by the Operator shall comply with such strategy. The range of stock to be offered for sale must be agreed with the Client and the Operator shall stock particular products nominated by the Client (e.g. to tie in with sponsorship and branding deals entered into by the Client). Similarly, the Operator may be required not to stock particular products.

2 Commercial Rights

- 2.1 The Operator shall comply with Schedule 22 (Commercial Rights).

3 Gathering consent

- 3.1 The Operator shall provide opportunities for Users to opt-in to Client marketing on all data capture forms, including during ticket purchase, using wording provided by the Client.

4 Data transfer

- 4.1 The Operator shall facilitate timely data sharing, including a data feed that enables the direct transfer of Users' personal data to be fed directly to the Client's CRM System.

5 Data Exit Provisions

- 5.1 In the event of Termination, each Partial Termination or expiry of this Agreement, the Operator shall provide a full, machine-readable extract of all data and records in accordance with Schedule 13 (Exit), along with the database scheme and other details reasonably necessary and required by the Client to make good use of the data.

Part 5 – Information Technology and Communications

1 Financial and Information Technology Systems and Equipment

- 1.1 The Operator is responsible for identifying, procuring and maintaining the financial and information technology systems and equipment (**IT Systems**) that are required to support the operations of the London Aquatics Centre.
- 1.2 As a minimum the Operator shall ensure that its IT Systems are capable of holding all data and generating all reports and financial information required to be delivered to the Client, as more particularly set out in the Agreement, as well as but not limited to the following:
- (a) a telephone system;
 - (b) all data is stored and accessible to the Client;
 - (c) IT infrastructure that can accommodate a suitable external facing booking system;
 - (d) appropriate security systems and procedures are adopted;
 - (e) deliver wireless networks;
 - (f) data stores should be mirrored or equivalent with hot failover in case of point failure with backups at least daily. Alternatively, the Operator shall provide technical details and evidence to the Client as to how the data will not be lost;
 - (g) electronic CATV/MATV, information screens, advertising and menu boards are implemented throughout the London Aquatics Centre;
 - (h) systems are maintained and a regular reinvestment programme is in place;
 - (i) a booking (including on-line booking) and ticketing system is installed and operates at all times, supported by an on-line booking services; and
 - (j) all data required to be held and maintained by the Operator is so held and maintained and all reports required by the Client can be generated from this data.
- 1.3 The Operator shall provide all of their own IT, this includes, hardware, software and connections to any networks or services to deliver their contractual requirements.

2 Systems, Standards & Inspection

- 2.1 The Operator shall undertake its systems, standards and inspection procedures that:
- (a) documented systems are in place to ensure that key elements of service delivery are under control; and
 - (b) systems are up-to-date, available to and known by all relevant staff; and Services are planned to deliver a safe and enjoyable experience.

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Part 7 – Utilities and Pool Water Quality

1 Utilities and Energy Management

Definition

1.1 The Operator shall undertake:

- (a) the procurement of all utilities (other than those procured through East London Energy) through competitive tenders or by negotiation, where appropriate, to achieve best value for money;
- (b) ongoing energy monitoring and supplier management to ensure availability at all times to meet business need and availability of all equipment required to measure, record and manage the use of utilities;
- (c) the validation of all fuel deliveries, meters and invoices and provision of a central billing service; and
- (d) monitoring and management of usage in order to meet QEOP environmental objectives, wider government environment targets and promote energy saving initiatives throughout the Client's estate.

2 Service requirements

2.1 The Operator shall manage the procurement of utilities and safeguard availability.

2.2 Specifically, the Operator shall:

- (a) seek competitive tenders and liaise with the supplier market in order to achieve best value for money option. The Operator shall demonstrate that the cost of utilities is best priced for the size and location of the Client's estate. Best priced is defined as being a level that does not exceed the lower of: a cost equal to 5% below the market average of the cost of utilities given the size and location of the sites; and the cost of utilities as determined in accordance with the Utility Benchmarking Procedure. This will be auditable by the Client and may be challenged to ensure best value for money, and if the Client can procure at a cheaper rate the Client's purchasing option may be used in accordance with paragraph 5 of the Utility Benchmarking Procedure; and
- (b) ensure utilities are always available to meet the Operator's business and operational requirements.

2.3 The Operator shall monitor and measure the usage and cost of all utilities to support efficient procurement, operation and cost control activities. The range of services shall include collection of data that at least includes the variety and amount of information held at present. This monitoring of usage shall also involve:

- (a) establishing annual budgets for the Services;
- (b) providing data for procurement and liaison with other relevant parties;
- (c) standard monitoring and targeting;

- (d) advanced monitoring, targeting and analysis based on daily profile data for electricity, energy and water consumption;
 - (e) energy benchmarking (comparing normalised data for similar sites);
 - (f) recording of energy schemes/initiatives; and
 - (g) tariff analysis.
- 2.4 The Operator shall ensure all invoices are appropriate to the volume of fuel used, contractual terms and are paid on time. Any increased charges due to delayed payment (unless disputed amount) will be borne by the Operator. The charges shall be applied in line with the Utilities benchmarking clause in the Agreement.
- 2.5 The Operator shall maximise Energy Efficiency and achieve Environmental Compliance by:
- (a) developing and communicating energy management policies to save energy and operating costs in tandem with QEOP's Environmental policies;
 - (b) performing energy audits;
 - (c) achieve its Environmental targets by identifying opportunities, for example:
 - (d) reducing water consumption
 - (e) reducing CO2 emissions;
 - (f) reduction in electricity and energy (heating and hot water) consumption;
 - (g) ensuring adequate provisions for recycling are in place;
 - (h) increasing the percentage of recycled waste per employee and venue visitor year on year;
 - (i) reducing the total weight of waste absolute leaving site;
 - (j) implementing relevant education and training of staff to assist with energy management; and
 - (k) liaising with the Client to develop cost budgets and management plans to implement new energy-savings related initiatives.

3 Heating and Cooling

- 3.1 The heating into the London Aquatics Centre is generated from an energy centre that is located within QEOP. The Energy Centre is managed and maintained by East London Energy on a forty (40) year contract.
- 3.2 The water within the pool facilities at the London Aquatics Centre will be supplied by the Energy Centre, and as a result there is no requirement for boilers to regulate the temperature of the water.

4 Pool Water Quality

- 4.1 The Operator shall undertake the pool water testing within all of the pools and ensure that the Water Quality is maintained to a suitable level and comply with appropriate Best Industry Standards.
- 4.2 The Operator shall create and manage a reporting procedure to monitor the Water Quality, escalate issues to improve the Water Quality where necessary, and to take responsibility for taking remedial action.
- 4.3 The Operator shall:
- (a) provide appropriately qualified technical Operator Personnel who will be responsible for ensuring the pool water quality is maintained to a high standard;
 - (b) follow Best Industry Standards in relation to the management of Water Quality. Potential guidance, publications and sources include but not limited to:
 - (i) the "Swimming Pool Water Guide" produced by the Pool Water Treatment Advisory Group;
 - (ii) relevant professional associations/institutes guidelines and codes of practice;
 - (iii) the "Safety in Swimming Pools" publications and any legislative or industry guidelines and codes of practice;
 - (iv) BS EN 16582-1: Domestic swimming pools Part 1 – General requirements including safety and test methods;
 - (v) BS EN 16713-1: Domestic swimming pools: Water systems. Part 1 – Filtration systems requirements and test methods;
 - (vi) BS EN 16713-2: Domestic swimming pools: Water systems Part 2 – Circulation systems requirements and test methods;
 - (vii) BS EN 16713-3: Domestic swimming pools: Water systems. Part 3 – Treatment requirements;
 - (viii) BS EN 16582-2: Domestic swimming pools Part 2 – Specific requirements including safety and test methods for in-ground pools;
 - (ix) BS EN 16582-3: Domestic swimming pools Part 3 – Specific requirements including safety and test methods for above-ground pools;
 - (x) BS EN 15649 1-7: for a range of floating leisure articles;
 - (xi) HSE's guide "The control of legionella and other infectious agents in spa-pool systems";
 - (xii) the European Standard TC 135 WI 00136331 for water play;
 - (xiii) the principal public swimming pool safety standard is the European standard EN 15288 – 2008 - 2010 swimming pools; and

- (xiv) the European Standard EN 13451 for swimming pool equipment;
- (c) ensure at all times that the swimming pool water is of good colour, quality, and appearance and rendered completely safe for Users to swim in;
- (d) ensure that at all times the pool bottom must be clearly visible at the deepest section of the pool by anyone standing on poolside;
 - (i) ensure the right number of pool vacuum cleaners (manual, robotic or automatic) that operate independently of the pool pumps and filtration systems are available at all times to keep the pools to the right level of cleanliness.
 - (ii) ensure that the swimming pool water is appropriately treated in line with standard practice to ensure bacteria and pollution is neutralised and must be chemically balanced so as not to cause discomfort through its effect on eyes, nose, throat or skin;
 - (iii) test the quality of the water within all the pools at a minimum of two (2) hour intervals;
 - (iv) ensure that the pool water testing results are recorded and held on site and recorded and retained on record;
 - (v) ensure that any remedial action required as a result of these tests will be addressed immediately ensuring risk to health and Safety is minimised;
 - (vi) verify by independent chemical microbiological and bacteriological water testing on a Monthly basis to supplement daily testing; and
 - (vii) ensure pool scum lines are cleaned regularly and free from any notable staining or residue.

Part 8 – Quest Accreditation

1 Quest Accreditation

- 1.1 To ensure the effective operation the Client requires the Operator to achieve and maintain Quest Plus accreditation for the London Aquatics Centre, or equivalent or higher, or - where no such scheme exists or is not reasonably appropriate for the London Aquatics Centre - a scheme determined by Sport England.
- 1.2 The Operator shall obtain at all times during the term of the Agreement:
- (a) Quest Plus accreditation for the London Aquatics Centre (at approval status or higher). If the Quest accreditation scheme is no longer available (or if the Client determines that an alternative accreditation scheme is more appropriate) then it shall be replaced by an equivalent and equally appropriate third party facility management assessment scheme which is applied generally by Sport England for the assessment of the performance of sports facilities in England, or where no such scheme exists or the Client considers it is not appropriate for the London Aquatics Centre, a scheme determined by Sport England acting reasonably or such other facility management assessment scheme as may be agreed in writing by Sport England and the Client from time to time;
 - (b) A ranking in the top 25% quartile of such benchmarking mechanism for the assessment of sports facilities in England as may be reasonably required by Sport England (following consultation with the Client) from time to time. In determining a benchmarking mechanism to apply, unless otherwise agreed in writing by Sport England and the Client, Sport England shall select a mechanism which is similar in methodology to that of the National Benchmarking Service but with such modifications and allowances as are appropriate and/or necessary to take into account the nature and type of the London Aquatics Centre.
- 2 The Client may also specify other certifications and standards to be met by the Operator in accordance with the Agreement.

Part 9 – Marketing & Promotion

1 The Operator shall comply with Schedule 22 (Commercial Rights).

2 Definitions

2.1 For the purposes of this Part 9, the following definitions have the following meanings:

Client CRM System means the Client's electronic database containing customer relationship management data, as shared between the Client and London Stadium 185 Limited (company number 9359341) and any Client Party (as may be updated or amended from time to time);

CRM System means either the Client's CRM System or the Operator's CRM System (as the context requires);

CRM System Upgrade has the meaning given in paragraph 8.4 of this Part 9;

Domain Name has the meaning given in paragraph 6.1 of this Part 9;

Logos means:

- (a) the Park logo as described in "QEOP Branding Guidelines 2022" provided at Appendix 10 of this Schedule (as updated or replaced by the Client from time to time); and
- (b) the LAC logo as described in "LAC Branding Guidelines" provided in the Branding Guidelines (as updated or replaced by the Client from time to time);

Operator's CRM System means the Operator's electronic database containing customer relationship management data related to the London Aquatics Centre (as may be updated or amended from time to time);

Shared Personal Data has the meaning given in Schedule 10 (GDPR); and

Website means the website with address <https://www.londonaquaticscentre.org/>, the domain name for which is owned by the Client.

3 General

3.1 Except in accordance with this Part 9 and Schedule 22 (Commercial Rights), the Operator shall not use the Client's names, Logos or trade marks on any of its products or services, or publicise the existence or terms of this Agreement without the Client's prior written consent.

3.2 The Operator shall comply with the Branding Guidelines.

3.3 The Client has secured the use of the name of the Park (referring to "Queen Elizabeth" and "Olympic") through agreement with Buckingham Palace and a formal commercial licence with the British Olympic Association and the International Olympic Committee. The Operator must ensure that all its operations, activity and practices respect both of these associations and the

commitments given by the Client and will not do anything to put the Client in breach of these agreements.

3.4 All Intellectual Property arising as part of the creation of the brand identity under the Branding Guidelines (including any Logo(s) and the content of the Branding Guidelines) shall be owned by the Client.

3.5 The Operator shall not:

- (a) use any trade names, trade names, logos or other intellectual property of the Games Bodies, including logos relating to the London 2012 Olympic and Paralympic Games and the Protected Marks, or use trade names, trade names, logos which resemble the Protected Marks as to be likely to cause confusion with the Protected Marks;
- (b) represent, direct or indirectly, that any party or its products or services are in any way associated with the London 2012 Olympic and Paralympic Games, the Games Bodies, or that any goods or services provided have been endorsed or approved by them;
- (c) undertake any form of Ambush Marketing (except in accordance with this Part 8);
- (d) cause or permit to be done anything which might diminish, damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other Intellectual Property of the Games Bodies and/or Royal Household;
- (e) use its connection with a Client Party, the Park or the LAC in a manner that makes or implies a direct or indirect association of any kind (including any association in the minds of members of the public) with the Olympic movement; or
- (f) apply for, obtain, or register any trade mark or logo, in any country, which consists of, or comprises, or is confusingly similar to the "Olympic" word or mark.

3.6 Neither the Operator nor any Operator Party shall promote, advertise, sponsor or sell any tobacco based products at, or in connection with the LAC.

4 Logo branding

4.1 Subject to and in accordance with the Branding Guidelines, the Operator shall ensure that all:

- (a) official uniform clothing worn by the Operator Personnel;
- (b) the Website; and
- (c) signage and visitor attraction displays (subject to the Client requiring the Operator to provide the same),

conspicuously bear the Logos and/or any other logo, in each case as notified to it by the Client from time to time.

4.2 The Client shall notify the Operator if it updates the Branding Guidelines and the Operator shall as soon as reasonably practicable update or replace any item set out in paragraph 4.1 of this Part 9 accordingly. The Operator shall notify the Client of the amount of any reasonable costs which it shall incur as a direct consequence of such update and/or replacement. The Parties

shall, within ten (10) Working Days following receipt of such notice by the Client, agree such costs which shall be payable by the Client.

- 4.3 The Client is driving the establishment and promotion of Queen Elizabeth Olympic Park as more than a collection of assets, but as one of London and the UK's premier community and visitor destinations. The development and support of the Park brand by all partners including the Operator will be key to this.
- 4.4 The Operator is responsible for developing the positioning for the LAC in their market place. This may sit within a brand and positioning of the Operator but should include the London Aquatics Centre logo in accordance with this Part 8. It should also position the LAC as part of QEOP and carry QEOP branding if desired. The cost for development of this positioning sits with the Operator. The Operator is required to prepare a clear set of brand and visual identity guidelines in consultation with the Client. The Client approval of the brand and visual identity guidelines is required, approval to be at the Client's discretion.
- 4.5 The Operator must comply with the Park name, brand identity and logo and Brand Guidelines. The Operator must comply with the London Aquatics Centre name and logo and relevant guidelines.

5 Signage and displays

- 5.1 The Client may require the Operator to display certain signage at the LAC, including the common lottery branding.
- 5.2 If and to the extent required by the Client, the Operator shall provide and install all statutory signage, way finding signage and visitor attraction displays. The Operator shall ensure all such signage and displays meet the Client's inclusive design standards (<https://www.queenelizabetholympicpark.co.uk/-/media/inclusive-design-standards-low-res-final.ashx>) (as updated from time to time) in keeping with the rest of the Park, and comply with the Planning Authority's requirements.
- 5.3 The Operator shall seek the Client's approval of all proposals for signage and visitor attraction displays.
- 5.4 The Client may sell certain commercial rights packages to third parties to support LAC activities and development in accordance with Schedule 22 (Commercial Rights), and if so the Operator shall update and/or replace all items referred to in paragraph 5.2 of this Part 9 (as appropriate) as notified by the Client from time to time to reflect any branding changes required.
- 5.5 The Operator agrees that it cannot display signage (other than as required in accordance with the Specification or in compliance with Applicable Law) anywhere at the Park without the Client's prior approval.

6 Website

- 6.1 The Operator shall maintain a specific website for the LAC using the domain name www.londonaquaticscentre.org (**Domain Name**) and implement the site's technical and design solutions. The site will be developed and maintained in line with the Park and venue brand style guide.

- 6.2 The Operator shall be responsible for the cost of maintaining and refreshing (or developing as it elects) the design and technical functionality of the Website, including the online customer booking system for the LAC.
- 6.3 This site will form part of the wider family of Park websites promoting the Venues, attractions and activities across the Park and, for the avoidance of doubt, the website and its content will at all times remain the property of the Client. The cost for building, maintaining and refreshing the design and technical functionality of the Website and associated booking system, will be met by the Operator.
- 6.4 The Operator shall actively take part in all Park-wide digital strategy reviews. When doing so, the Operator shall acknowledge and take into account that the Website shall form part of the wider family of Park websites promoting the Other Venues, including attractions and activities across the Park.
- 6.5 Subject to Schedule 22 (Commercial Rights), the Client may require the Operator to display advertising and sponsorship content and branding on the LAC website to be supplied to the Operator by the Client, for which the Operator shall bear all costs for displaying.
- 6.6 The Operator shall ensure the Website is ready for use by the end of the Mobilisation Period as part of the Mobilisation Activities, so as to be fully operational from the Service Commencement Date.
- 6.7 The Operator shall, unless instructed by the Client otherwise in writing, promptly renew the registration of the Domain Name upon the relevant renewal date on the same terms as set out in paragraph 6.1.
- 6.8 The Operator shall be responsible for all costs and fees associated with any registration and renewal pursuant to this paragraph.
- 6.9 The Operator warrants that if it registers the Domain Name in its own name in breach of paragraph 6.1 or registers the Existing Website in its own name it shall (and procure that any necessary third party shall), as soon as it becomes aware of the event, promptly execute and deliver such documents and perform such acts as may be required for the purpose of effecting the transfer of the Domain Name registration to the Client, without any cost to the Client.

7 User Data

- 7.1 The Operator agrees that it shall and shall procure that all relevant Operator Parties shall collect and maintain the User Data from all visitors to the LAC who agree to provide it by way of the data collection methods agreed with the Client and in a way which does not adversely affect any visitor's experience at the LAC.
- 7.2 The Operator agrees that as part of its procedures for the collection of the User Data referred to in paragraph 7.1 above, it shall and shall procure that all relevant Operator Parties shall (without prejudice to Schedule 10 (GDPR)):
- (a) inform visitors in writing that Personal Data provided to the Operator will be passed to the Client for inclusion on a CRM database before the collection of such Personal Data and that such Personal Data may be shared with any Regulatory Body;

- (b) use its reasonable endeavours to obtain opt-in consent from each individual providing their Personal Data to the receipt of electronic marketing from the Client and a separate opt-in consent to receiving electronic marketing from the Client, Client Parties and/or carefully selected service partners of the Client from time to time (although, for the avoidance of doubt, shall be under no obligation to ensure that such consent is obtained in every case); and
- (c) disclose (and, where necessary, update) the latest version of the User Data collected in accordance with paragraph 7.1 to the Client within twenty-four (24) hours via a live interface with the Client's CRM System.

7.3 When the Operator discloses the User Data to the Client, the records provided shall include a record for each visitor indicating whether consent to receive each type of the electronic marketing communications referred to in paragraph 7.2(b) above has been obtained.

7.4 The Operator will notify the Client as soon as possible should any visitor about whom User Data has been provided, request the withdrawal of any consent given under paragraph 7.2(b).

8 User Data and CRM database

8.1 The Operator shall be responsible for the cost of ensuring that the Operator's CRM System is at all times compatible with the Client's CRM System for the purposes of directly sharing User Data.

8.2 During the Mobilisation Period and as part of the Mobilisation Activities, the Operator shall be responsible for setting up the Operator's CRM System including ensuring that the Operator's CRM System has industry standard anti-virus and related security protection from cyber attacks and similar vulnerabilities. The Operator shall maintain the Operator's CRM System and ensure it is fully operational in accordance with this paragraph 8.2 from the Service Commencement Date.

8.3 The Operator shall use all reasonable endeavours to ensure that its CRM System operates 24 hours a day, 7 days a week, 365 days a year. The Operator shall notify the Client of any known or planned outages to the Operator's CRM System as soon as reasonably practicable after becoming aware of such outage.

8.4 If either Party proposes to upgrade, amend or otherwise change its CRM System which shall affect the other Party's CRM System or the sharing of User Data in accordance with paragraph 8 (**CRM System Upgrade**), it shall give the other Party no less than twenty (20) Working Days' notice including any related technical details and specifications and proposed go-live date. The Parties shall then co-operate fully, promptly and in good faith to implement the CRM System Upgrade within a timescale agreed by the Parties (each acting reasonably) in writing after receipt of such notice.

8A Quality Management and Customer Relationship Management System

8A.1 Without prejudice to paragraph 11 of Part 3 and paragraph 8 of Part 9 of this Schedule, the Operator shall:

- (a) implement a Quality Management System and Customer Relationship Management System to capture and report results with the Client; and

- (b) use a variety of data collection methods to measure performance and ensure continuous improvement. KPIs, National (TOMs, Moving Communities, Social Value Calculator, Quest) and Local (membership card, CRMS, QMS Reports etc.) data sources will establish and measure performance against targets.

8B Leisure Management System

8B.1 Without prejudice to the remainder of this Schedule and Schedule 11 (Governance, Meeting and Reporting), the Operator shall implement and utilise a suitable Leisure Management System for tracking objectives and targets bespoke to the venue and contract requirements. The system will be able to as a minimum produce reports in the following areas:

- (a) activity participation broken into those on low income, over 60s, disabled people, children and young people, women/girls, age, ethnicity, postcode (residents) and behaviour patterns, and
- (b) financial performance, marketing effectiveness, membership sales, retention, and growth.

9 Marketing and communications

9.1 The Client's Park-wide marketing strategy has the following goals:

- (a) the Park to become a must see, must return destination for local national and international visitors;
- (b) to establish the Park as a new UK home for community and elite sport; place to bring and do business;
- (c) to build an aspirational Park brand that encourages visitors to return again and again; and
- (d) to support east London's development as a new desirable part of the city.

9.2 The Client is responsible for the marketing and promotion of the Park. The Operator shall be responsible for the marketing and promotion of the LAC and its events.

10 Park Marketing Group (PMG)

10.1 The Client has established a PMG to support the promotion of the Park.

10.2 The Operator shall send an appropriate and consistent marketing representative to each monthly meeting.

10.3 The Operator shall support the PMG to:

- (a) deliver a clear concise message on the overall Park offer;
- (b) support the quality of and length of the Park-wide visitor experience, where appropriate, by cross-marketing events, venues (including the LAC) and attractions; and
- (c) where appropriate align and/or integrate campaigns to provide best value for money and commercial impact.

11 Marketing Responsibilities

11.1 The Client will:

- (a) direct, set and deliver the overall marketing strategy for the Park;
- (b) lead the PMG to ensure a complimentary approach to marketing the Park, the Venues, attractions and events;
- (c) work closely with venue marketing managers to support the service providers (including the Operator) in delivering its marketing strategies and campaigns;
- (d) support the PMG and the service providers (including the Operator) by developing, implementing and managing a Park-wide guest experience and brand programme, regular communications and updates; and
- (e) lead the relationships with key external bodies such as the GLA and national government.

11.2 The Operator shall:

- (a) produce an annual marketing plan in consultation with the Client and the PMG. Annual plan to be provided for review to the Client 3 months before the relevant Contract Year;
- (b) set and make available sufficient marketing budget to deliver the marketing plan to establish and maintain the LAC as a key London visitor leisure and/or event destination;
- (c) develop a series of innovative campaigns, promotions and activities that drive visitation and spend to the LAC and QEOP brand, as well as adding value to the Park brand;
- (d) adopt marketing processes that ensure that marketing collateral at any level is effective, in line with the LAC and Park brand and vision;
- (e) provide 100 free tickets per year to consumer events (not just venue access) to support the Client's annual marketing campaigns for consumers and business. This obligation is in addition to the requirements under paragraph 7.2 of Schedule 22 (Commercial Rights);
- (f) procure from event promoters/organisers access to event Intellectual Property to be available to use for competitions and general consumer marketing;
- (g) respond to each month content call where relevant to provide content which can be added to the Client's marketing campaigns for consumers and business.
- (h) provide regular updates to and obtain support from the PMG for all campaigns and promotions; and
- (i) make sufficient investment in terms of time, people and/or financial resource to deliver the agreed marketing strategy.

12 Communications/Public Relations Responsibilities

12.1 The Client will:

- (a) be the main co-ordination point for all media activities across the Park;
- (b) maintain a Park-wide media strategy;
- (c) own the main political relationships with mayoral (GLA and Mayor's office) and central government; and
- (d) put in place media and government relations protocols, in consultation with the PMG, to ensure effective sharing of messaging and urgent media issues.

12.2 The Operator shall:

- (a) integrate pro-active media channels into its marketing strategy and campaigns;
- (b) have an informed media contact available, in terms of knowledge about each of the London Aquatic Centre and wider Park offer, to deliver key media campaigns;
- (c) consult with the Client media team and PMG in a timely fashion before launching any planned media activity;
- (d) develop and agree with the Client an access protocol. The Client may require access for itself or third parties to the LAC to photograph or film in the LAC or external areas around the LAC for press/media purposes. The Operator shall, if required and upon reasonable notice, co-operate with the reasonable requests of the Client and provide the relevant access in accordance with the agreed access protocol;
- (e) maintain a Crisis Communications protocol and immediately notify the Client and PMG about emerging or urgent media and political issues to ensure a cohesive response that is line with overall Park positioning; and
- (f) share with the Client information on all of the initiatives, activities and events that have taken place in the last quarter and those planned for the next month.

13 Social Media

- 13.1 The Operator shall maintain a social media presence for the LAC appropriate to the Park and the Venues.

Part 10 – LAC FF&E Assets – Loose Equipment

1 FF&E Asset register

- 1.1 The Operator shall mark all Operator Assets to identify it as owned by the Operator and located at the London Aquatics Centre.
- 1.2 The Operator shall maintain a full and up to date FF&E asset register. The FF&E asset register will be available for inspection by the Client, as required.
- 1.3 The FF&E asset register must include all of the FF&E assets at the London Aquatics Centre including Client Assets, furniture and ITC equipment. Assets provided by the Operator shall be clearly defined, in a separate section of the FF&E asset register. The maintenance and replacement of all Client Assets (whether provided by the Operator or not) is the responsibility of the Operator.
- 1.4 The Operator shall also provide an Asset Management Plan to inform planned and actual investment and reinvestment of Assets in accordance with paragraph 4.4 of Part 11 (Facilities Management).
- 1.5 The Operator shall pay all costs of new equipment.

Equipment

- 1.6 The Operator shall be responsible for the equipment and materials necessary to support the sporting operations of the London Aquatics Centre and the programme in accordance with the terms of this Schedule.
- 1.7 The Operator shall:
 - (a) procure and supply the required equipment and materials to support the delivery of the programme. (for example this includes stereo equipment; swimming floats, as applicable);
 - (b) ensure that the equipment and materials comply with all appropriate Sport England, NGB and British standards and legislation. Upon request, the Operator shall be required to provide evidence that equipment and materials used comply with these conditions;
 - (c) ensure the accurate calibration of equipment, and the appropriate testing of all electrical and mechanical equipment;
 - (d) maintain all equipment to a high standard of repair and cleanliness at all times and refresh such equipment at the end of its life, at the Operator's cost; and
 - (e) inform the Client of any new equipment that is being purchased that has a value of over £2,000 in the Monthly Reports.

2 Ongoing Investment

- 2.1 The Client requires the Operator to ensure that the London Aquatics Centre is suitable for operation:

- (a) Maintaining all existing assets supplied to the Operator to operate the London Aquatics Centre and provide the Services.
- (b) Key areas of investment include (not exclusive):
 - (i) sports equipment;
 - (ii) fitness equipment;
 - (iii) office furniture and equipment;
 - (iv) IT, data, network, telephone;
 - (v) scoreboards, advertising screens, audio visual equipment and timing equipment;
 - (vi) signage (branding and statutory);
 - (vii) reception, café, crèche and retail areas;
 - (viii) Dry dive area facilities; and
 - (ix) a range of inflatable water features.

2.2 The Operator shall provide, operate and maintain the specialist sporting equipment provided for high performance sport and international events at the London Aquatics Centre.

Part 11 – Facilities Management

1 Scope

1.1 This Part 11 describes the Facilities Management (**FM**) services and service levels that are required within the London Aquatics Centre.

2 Service Requirements – General

2.1 London Aquatics Centre and Service Background

2.2 Service scope

(a) The Operator shall provide the following FM Services in respect of the LAC:

Service
Access control maintenance (including turnstiles and barriers)
Building Engineering Services
Building Fabric Maintenance
Cleaning (including façades, windows, and other structural elements)
Maintenance and monitoring of the Ancillary CCTV System and monitoring of the Main CCTV System in relation to locations within the London Aquatics Centre
Pool maintenance (pool moveable floors, booms, underwater lights & CCTV and drowning protection systems, start blocks, timing equipment, lane ropes, dive boards and platforms etc.)
Passenger lifts and other lifting equipment
Pool Cleaning
Pool Emergency Alarm System
Fire safety systems (maintenance and also: fire prevention, regular FRA's as required by law, training, fire drills, etc.)
First aid equipment (provision, maintenance and also training, including defibrillators where required)
Health and Safety
Horticultural services
Living wall, soft landscaping land and irrigation system
Litter and graffiti removal
Pest control
Lifecycle works
Sustainability coordination
Roof structure planned and preventative maintenance, but excluding lifecycle or BER repairs
Waste management

Service
Security within the LAC demise (London Aquatics Centre, Car Park and perimeter)
Car Park operation and maintenance

2.3 Key elements excluded from the contract are: LAC roof structure in the circumstances described in clause 12.3 of this Agreement.

3 Facilities Management

3.1 The requirements set out in this paragraph 3 of this Part 11 apply at all times from the Service Commencement Date.

3.2 The Operator shall not make any alteration to or fix anything to the London Aquatics Centre without the Client's prior written consent.

3.3 The Operator shall coordinate with the Client in keeping a log of changes through an approved template.

Overarching Service Requirements

3.4 The following requirements relate to all Services:

- (a) in addition to complying with its obligations detailed elsewhere in this Agreement, the Operator shall at all times maintain a safe and comfortable environment for all occupants of the London Aquatics Centre and its external areas according to the demise plan provided, and for the general public, whilst minimising adverse impact on the environment;
- (b) ensure that the London Aquatics Centre is adequately secured by fully functioning access control, CCTV, security and monitoring systems (where provided or required);
- (c) ensure compliance with all Applicable Law and Best Industry Standards and as required obtain accreditation with international standards to be able to host world class events and elite training (such as those defined by Fédération Internationale De Natation (FINA) for swimming, synchronised swimming, diving and water polo including any adaptations necessary to support para and disability events); and
- (d) keep all plant rooms, spaces, roof voids etc. containing plant in safe, clean and tidy conditions. Any equipment or spares stored therein shall be stored tidily without causing obstructions and shall be appropriately labelled and recorded in an asset register.

Maintenance

3.5 The following requirements relate to all Services listed in paragraph 2.2 of this Part 11.

3.6 The Operator shall provide managed, planned, preventative and reactive maintenance services in respect of the London Aquatics Centre and its external infrastructure (including associated finishes and fixtures) and mechanical and electrical specialist plant.

- 3.7 The Operator shall deliver the level of service necessary to ensure that the London Aquatics Centre and its associated plant and infrastructure are safe and in good working order.
- 3.8 Specifically, the Operator shall:
- (a) deliver a maintenance service that offers the required standards (as set out in this Agreement) of planned and reactive maintenance support for the London Aquatics Centre;
 - (b) provide a standard of service that ensures the facilities are safe, available and fit for use as defined by this Specification;
 - (c) maintain a safe environment and Safe working practices, including the use of appropriate processes and systems to ensure that the required standards referred to in this Agreement are maintained, and that any reduction in the quality of service is recognised and urgently corrected; and
 - (d) ensure that all statutory maintenance, testing and inspection is carried out in a timely manner such that the London Aquatics Centre, its assets, plant and equipment and all Infrastructure meets all Applicable Law at all times and can produce the required test certificates.
- 3.9 The Operator shall be required to devise and establish a Schedule of Planned Maintenance, in accordance with statutory and regulatory requirements, Applicable Law, Best Industry Standards and to meet the requirements of this Agreement, and to implement them accordingly in accordance with clauses 11 (Maintenance) and 12 (Lifecycle Maintenance).
- 3.10 The Operator shall deliver to the Client a draft of each Schedule of Planned Maintenance in respect of each Contract Year for such Service in accordance with clause 11 (Maintenance). The Operator shall deliver planned, preventative and reactive maintenance services in order to ensure the Service outputs are achieved, and the London Aquatics Centre is available for occupation and capable of being used at all times.
- 3.11 The Operator shall provide all scheduled and statutory maintenance at intervals prescribed by Applicable Law, as necessary to ensure all assets and facilities are kept in good order or, where there are no requirements under Applicable Law, as dictated by Best Industry Standards.
- 3.12 The Operator shall ensure that maintenance work conforms to the relevant British Standards or legal requirements, to any other applicable quality management standards or to the manufacturer's information such as operation and maintenance manuals etc. and Best Industry Standards.
- 3.13 If an operation and maintenance manual for any asset or plant has not been produced or is unavailable, the Operator shall ensure all maintenance work conforms to the "SFG20 Maintenance Specifications for Building Services" as updated from time to time.
- 3.14 The Operator shall accurately record all service visits electronically in its asset management system (CAFM or similar). These records must detail the date and time the fault is reported, the name of the reporter, the nature of the reported fault, the date and time of the visit to rectify the fault and the actual fault, together with the remedial work carried out. These records must be retained until the end of the Operating Agreement term and shall be available for inspection at all times. The Client will have permanent access to the Operator's asset management system,

via an online user account or similar, and may request the Operator to carry out data uploads to a database specified ad-hoc and at least once a year.

- 3.15 The Operator shall replace any fixture, fitting, equipment, component, material, plant or machinery if maintenance works and/or repairs within the scope of this Agreement:
- (a) are not possible notwithstanding the Operator's best endeavours;
 - (b) will not allow the continued uninterrupted delivery of the required outputs other than by repetitive reactive maintenance;
 - (c) will mean that any item listed above is not operating economically;
 - (d) cannot be achieved without undue disruption or delay to the Venue; and
 - (e) in circumstances where this has been agreed with the Client.

The Operator shall replace any such fixture, fitting, equipment, component, material, plant or machinery on a like for like basis, provided that where this is not possible, the Operator shall propose an alternative to the Client for the Client to approve before the Operator may commence or procure the commencement of any replacement works.

- 3.16 The Operator shall promptly and safely remove any redundant parts, equipment and/or appliances from the London Aquatics Centre.
- 3.17 The Operator shall use new parts and materials when carrying out repairs and maintenance or equivalent quality replacements and parts and materials specified by the manufacturer where relevant for the Client to retain warranty cover. The Operator shall use appropriate current practices, methods and parts/materials available and applicable at the time the replacements are performed.
- 3.18 When carrying out maintenance and providing the Services, the Operator shall keep business disruption to the minimum. When work is being done in or around occupied areas the Operator shall proceed with the minimum of inconvenience to all occupants and Users of the London Aquatics Centre. When work is being done around the London Aquatics Centre or to its external areas, façade, roof or other infrastructure, the Operator shall proceed with the minimum of inconvenience to Users of the Park.
- 3.19 The Operator shall highlight in its Schedule of Planned Maintenance the items which need repairing and replacing due to normal wear and tear versus those damaged by others.

Planned Preventative Maintenance (PPM), applicable to all services

- 3.20 Not later than four months prior to the commencement of each Contract Year, the Operator shall prepare and submit to the Client, for approval by the Client, a draft Schedule of Planned Maintenance in a form to be agreed by the Client, which shall set out details of all the planned preventative maintenance to be completed at the London Aquatics Centre, or in respect of its associated Infrastructure, in the next Contract Year.
- 3.21 The Operator shall develop the form and content of the draft Schedule of Planned Maintenance each Contract Year in accordance with Best Industry Standards, manufacturers' instructions and recommendations, operations and maintenance manuals, Applicable Law, Health and

Safety files, and in such a way to minimise the likelihood and potential severity of Plant failure, subject to approval by the Client.

- 3.22 The Operator shall ensure that each draft Schedule of Planned Maintenance it submits to the Client:
- (a) gives details of the proposed start and end dates for each item of planned preventative maintenance to be carried out (which shall not in respect of the Schedule of Planned Maintenance submitted, be earlier than sixty (60) days following submission of such Schedule of Planned Maintenance); and
 - (b) identifies, in reasonable detail, any effect (both temporary and permanent) of the planned maintenance on:
 - (i) access to, and within, the London Aquatics Centre;
 - (ii) access to the external areas and Infrastructure; and the delivery of the Services.
- 3.23 Upon receipt of a draft Schedule of Planned Maintenance, the Client shall consider the same and may propose amendments to the draft Schedule of Planned Maintenance or accept the draft Schedule of Planned Maintenance.
- 3.24 If the Client accepts the draft, this shall be deemed to be the Schedule of Planned Maintenance for the relevant Contract Year.
- 3.25 If the Client proposes amendments to the draft Schedule of Planned Maintenance, the Operator shall revise the draft to take into account such amendments and resubmit the amended draft to the Client for its approval. The provisions of this Part 11 will continue until the Client approves a draft Schedule of Planned Maintenance or, in circumstances where no draft Schedule of Planned Maintenance has been approved before the commencement of the relevant Contract Year, the Client and the Operator shall co-operate to review the draft Schedule of Planned Maintenance and use their reasonable endeavours to agree the Schedule of Planned Maintenance as soon as reasonably practicable.
- 3.26 The Operator shall ensure the undertaking of all statutory tests on items of Plant so that the Plant complies with all Applicable Law at all times.
- 3.27 Following completion of the relevant test inspections, the Operator shall issue the appropriate certificates and/or identify all remediation works to be undertaken within the timescales advised by Applicable Law and its specialist Sub-Contractors.
- 3.28 If such remediation works are required to be completed as soon as reasonably practicable in accordance with the requirements of Applicable Law and/or the Operator's specialist Sub-Contractors, the Operator shall ensure such works are completed within ninety (90) days following the date the issues were identified. The Operator shall ensure that any inspection report issued in respect of this of this Part 11 identifies all additional or supplementary test inspections required.
- 3.29 The Operator shall conduct electrical testing of all appliances in accordance with Applicable Law.

- 3.30 Planned Maintenance will be deemed to be completed in accordance with the relevant Schedule of Planned Maintenance for the purposes of this Agreement where:
- (a) in the case of Planned Maintenance carried out more than once a month in relation to any part of the LAC, or any remediation work arising as result of Planned Maintenance, the relevant works are completed within one (1) Working Day of the date set out in the relevant Schedule of Planned Maintenance; and
 - (b) in the case of Planned Maintenance carried out once a month or less frequently in relation to any part of the LAC, or any remediation works arising as result of Planned Maintenance, the relevant works are completed within ten (10) Working Days of the date set out in the relevant Schedule of Planned Maintenance. Any failure to complete in accordance with this paragraph 3.30 of this Part 11 will be a Default.
- 3.31 The Operator shall establish and maintain suitable IT systems for the scheduling of Planned Maintenance and reactive maintenance requirements. The Operator shall give the Client access to such IT system as soon as it has been established, to review any related data, including data related to Planned Maintenance, Unplanned Maintenance, reactive maintenance and Lifecycle Maintenance. The Client will have permanent access to the Operator's IT system, via an online user account or similar, and may request the Operator to carry out data uploads to a database specified ad-hoc and at least once a year.
- 3.32 CAFM Requirements:
- (a) The Operator shall deliver a Computer-Aided Facilities Management (**CAFM**) system as part of their suitable IT systems for this Agreement.
 - (b) The Operator shall ensure the CAFM system provides the ability to track, manage and report on facilities operations. The Operator shall allow the Client access to the CAFM to track work, monitor performance and run reports from the CAFM.
 - (c) The Operator shall ensure the CAFM system enables the Operator to monitor all elements of the deliverables under this Agreement.
 - (d) The Operator shall ensure the CAFM system has the capability to import COBie deliverables. At a minimum, it should accept Excel format, however IFC model integration would be a plus.
 - (e) The Operator shall ensure the CAFM system has the ability to connect to a Common Data Environment through the use of API.
 - (f) The Operator shall ensure the CAFM system includes optional connections to BIM software.
 - (g) The ability to map model Uniclass classifications with CAFM SFG20 classifications with the CAFM system would be beneficial.
- 3.33 The Operator shall ensure each Schedule of Planned Maintenance is driven by the requirement to keep the LAC and LAC Assets safe and in good working order at all times, such that they are capable of supporting the Service Standards to the levels required in each relevant paragraph of this Schedule.

- 3.34 The Operator shall ensure all assets, components, systems, Plant are promptly and accurately logged by the Operator on a computerised asset management or the CAFM system operated by the Operator and that such management system records assets in a hierarchical manner, contains summary maintenance procedures and all associated health and Safety data.
- 3.35 If operation and maintenance manuals are updated or new documentation or drawings are created, the Operator shall upload the same to the Client's asset database.
- 3.36 The Operator shall ensure asset records are maintained to provide verifiable data and references from all observation log sheets, inspection reports and maintenance check lists.
- 3.37 The Operator shall ensure all data relating to the Client's assets, the LAC and any other matter in connection with the performance of the Services under this Agreement will be kept separately from any other data held by the Operator.
- 3.38 The Operator acknowledges that all data and records relating to the LAC and related assets, including all maintenance records, maintenance manuals and each Schedule of Planned Maintenance, whether created by the Operator, any Sub-Contractor, the Client or any other party on behalf of the Client, shall be owned by the Client.
- 3.39 The Operator shall ensure that all such data will be held in a secure manner, fully backed up and shall be fully accessible by the Client at all times electronically. The back-ups will be uploaded to a system to be designated by the Client at least once a year or more frequently if that is requested by the Client.
- 3.40 The Operator shall prepare an annual rolling programme of asset renewal and a lifecycle replacement plan and submit this to the Client as part of the Service Delivery Plan.

Reactive Maintenance (applicable to all services)

- 3.41 The Operator shall maintain the condition and upkeep of the London Aquatics Centre to a high standard.
- 3.42 The Operator shall deliver reactive maintenance services within the response times set out in this Specification.
- 3.43 The Operator shall ensure damage, wear and tear is mitigated and minimised and where possible managed out and will produce, implement and deliver an annual damage prevention plan covering all aspects of the London Aquatics Centre's operation. Appropriate risk management systems must be implemented, including:
- (a) appropriate damage prevention systems and procedures are to be included within the Operator's operations manual;
 - (b) appropriate training administered to staff including as to the importance of:
 - (i) respecting the Building Fabric of the London Aquatics Centre; and
 - (ii) supervising customers, and Sub-Contractors and visitors so as to ensure that the Building Fabric is not damaged; and
 - (c) reporting all incidents of damage and adherence to warranties and instructions to further enforce this.

- 3.44 The Operator shall record all incidents of damage, fault, areas of high wear & tear and areas requiring maintenance and log the rectification process.
- 3.45 The Operator shall comply with the requirements relating to the condition, upkeep, maintenance and reinvestment of all Client Assets required to provide the Services.
- 3.46 The Operator shall ensure that maintenance regimes exist to guarantee all Client Assets are maintained to a high standard and all manufacturers warranties are adhered to.
- 3.47 The Operator shall provide reactive maintenance on a 24 hours per day, 365 days per year basis to address ad hoc maintenance arising from Planned Preventative works and inspections, failures or damage to building fabric or assets, loss of system performance due to breakdown, poor performance or outputs etc.
- 3.48 The Operator shall ensure reactive maintenance is provided in respect of all Services as applicable.
- 3.49 The Operator shall ensure all emergency and reactive maintenance issues are responded to and rectification of any fault is carried out within the response and rectification times set out below:

Reactive notification	Description of Priority	Respond and Make Safe	Full repair complete*
Priority 0	<p>A KPI Failure that would, if not rectified, lead to or continue to:</p> <ul style="list-style-type: none"> (a) be a breach of health and safety regulations; (b) be a risk which could result in death or personal injury; (c) be a risk that could lead to immediate damage to the LAC; (d) significant security or safeguarding issue and/or breach of the building perimeter; and/or (e) declared emergency. 	Immediate	N/A
Priority 1	<p>A KPI Failure, which is not a Priority 0 described above, which if unrectified, would lead to or continue to be:</p> <ul style="list-style-type: none"> 1. any non-critical health and safety issue, 2. business critical and/or a severe disruption to any User and/or employee in relation to the LAC; 3. a risk which would be likely to damage the LAC's building fabric or equipment within 24 hours; and/or 	As soon as reasonably practicable but in any event within 30 minutes	6 hrs

	4. prevent Users from using the LAC in accordance with the KPIs.		
Priority 2	A KPI Failure which is not a Priority 0 or Priority 1 described above, which if unrectified, would lead to or continue to be: <ol style="list-style-type: none"> 1. an inconvenience to any of the Users and/or employee in relation to the LAC; 2. potential for reputational damage which could negatively impact (customers/media/commercial partners and sponsors/landlord perceptions); and/or 3. a risk which would be likely to damage the LAC's building fabric or equipment within 1 week. 	As soon as reasonably practicable but in any event within 2 hours	12 hours
Priority 3	Any other KPI Failure that is not a Priority 0, Priority 1 or Priority 2.	As soon as reasonably practicable but in any event within 3 days	14 days
Critical Assets		As set out in the relevant Resilience Plan, provided by the Operator	As set out in the relevant Resilience Plan provided by the Operator and approved by the Client

- 3.50 The Operator shall categorise each reactive maintenance job or issue into one of the above priorities in line with a prioritisation exercise to be carried out with the Client during the Mobilisation Period and on each anniversary of the Service Commencement Date thereafter. Subject to the Client agreeing to an extension to this timescale, such extension might arise where the Operator could demonstrate that a specialist party is required to carry out permanent fix and that part needs to be ordered and the delivery date is beyond the "full repair complete" period as per the table above, and if so, the Operator shall complete a temporary fix within this period.
- 3.51 The Operator shall agree with the Client an extended period within which the permanent fix must be achieved to avoid a Reactive Failure.
- 3.52 The Operator shall review the Critical Assets list, Resilience Plans and critical spares register to prevent the same issue from reoccurring in the future.

- 3.53 The Operator shall fully and accurately update the CAFM system with all reactive maintenance tasks carried out within seven (7) Working Days following the responsive call and all tasks which still remain to be completed.
- 3.54 The Operator shall prepare a Resilience Plan which identifies typical reasons for failure of the relevant Critical Asset, sets out a plan for responsive maintenance to reflect the critical nature of that Critical Asset and respond and fix times for common faults in that Critical Asset.
- 3.55 The Operator shall hold at all times critical spares, training requirements and response methodologies.
- 3.56 The Operator shall meet the respond and fix times set out in each Resilience Plan where the relevant fault occurs.
- 3.57 The Operator shall review the Resilience Plans, Critical Assets list and critical spares register at least every six (6) months and each time a reactive repair is not carried out within the "full repair complete" period stipulated on the table at paragraph 3.49 of this Part 11.
- 3.58 The Operator shall submit to the Client the Resilience Plans as part of the Contract Management Plan in accordance with Schedule 11 (Governance, Meeting and Reporting).
- 3.59 For the purpose of this paragraph 3.58 of this Part 11, the following definitions shall apply:
- (a) **Priority 0** means security issue and/or breach of the building perimeter;
 - (b) **Priority 1** means any of the following: Health and Safety issue, risk of injury, declared emergency, or business critical;
 - (c) **Priority 2** means significant impact on business operations or visitors;
 - (d) **Priority 3** means standard, some impact on business operations or visitors; and
 - (e) **Priority 4** means routine, no impact on business operations or visitors.

Maintenance Manuals and Records (applicable to the London Aquatics Centre and its Infrastructure)

- 3.60 The Operator shall use reasonable endeavours to keep and update as necessary a full set of maintenance manuals in relation to the London Aquatics Centre and the assets, plant, infrastructure and equipment maintained (these will be based on the documentation made available to the Operator at commencement and where such documentation is not available it will be an Operator's responsibility to produce these documents). The documentation shall be kept and updated in a suitable electronic format (accessible to and usable by the Client at all times without requiring any conversion) and the Client is entitled to access these directly from the Operator's IT system.
- 3.61 The Operator shall keep and maintain in accordance with Best Industry Standards and Law all records, reports and other related information of all inspections, maintenance procedures and events carried out in respect of the London Aquatics Centre, assets, plant, infrastructure, equipment and items it is obliged to maintain in a suitable electronic format (accessible to and usable by the Client without requiring any conversion) and the Client is entitled to access these directly from the Operator's IT system.

- 3.62 The Operator shall make such information available to the Client (and its agents and contractors) on request.

Equipment, Services and Consumables to support Delivery of the Services

- 3.63 The Operator shall be responsible for the supply, delivery, receipt, storage, maintenance, issue and use of all plant, machinery, services, equipment, fixtures, fittings, furniture and consumables required to deliver the Services.
- 3.64 The Operator shall, if required, submit to the Client the names of manufacturers and materials to be used in the Services.
- 3.65 The Operator shall provide its own IT systems, including hardware, software and connections to any networks or services to perform its obligations under this Agreement.

Notifications of works

- 3.66 Other than in an emergency or responding to a reactive repairs, the Client requires the Operator to give the Client, not less than one month's notice of any works that will take place within Core Hours or that will take place outside of Core Hours but may cause material disruption to the London Aquatics Centre's and/or Park operations, unless such works already form part of the relevant Planned Preventative Maintenance Schedule for the relevant Contract Year.

ISO Certifications for all the Services from the Commencement Date:

- 3.67 This requirement applies to all the relevant certifications for the London Aquatics Centre and services provided including but not limited to: ISO 14001, ISO 50001, ISO 9001, ISO 45001 and ISO 45001.
- 3.68 The Operator shall obtain the appropriate certifications (ISO, etc.) for all Services to:
- (a) provide assurance to management that it is in control of the organisational processes and activities having an impact on the environment, safety, quality, etc.;
 - (b) assure employees that they are working for an environmentally responsible and safe organization;
 - (c) provide assurance on environmental issues to external stakeholders – such as Users, the community and regulatory agencies;
 - (d) comply with environmental and health and Safety regulations
 - (e) support the Operator's and the Client's claims and communication about their own environmental policies, plans and actions; and
 - (f) provide a framework for demonstrating conformity via suppliers' declarations of conformity, assessment of conformity by an external stakeholder - such as a business client – and for certification of conformity by an independent certification body.

3A External Accreditations

3A.1 Without prejudice to Clause 16.4 and paragraph 3.67 of Part 11 of the Specification, the Operator shall at all times have in place and maintain for the provision of the Services the following accreditations:

- (a) Investors in People (IIP);
- (b) Environmental – ISO 14001;
- (c) Health and Safety – ISO 45001;
- (d) Customer Service Excellence Award;
- (e) Poolmark - to be achieved by Contract Year 2 (based on PWTAG 'Swimming Pool Water Treatment & Quality Standards').

4 Building Engineering Services

4.1 The general provisions in paragraph 2 of this Part 11 will apply to this Service.

Scope

4.2 The Operator shall use Client Assets in accordance with the manufacturers' guidelines ensuring full health and Safety procedures, and comply with all guarantees and warranties relating to the Client Assets.

4.3 The Operator shall ensure risk assessments account for all pieces of Client Assets, staff are fully trained to operate Client Assets (where required) and appropriate insurances are in place to cover all Client Assets.

4.4 To account for this the Operator shall produce an annually updated asset list of all contents for both London Aquatics Centre and produce an asset management plan to inform the required reinvestment (an **Asset Management Plan**).

4.5 The Operator shall deliver maintenance services for the full range of Plant in use at the London Aquatics Centre. This shall include all Plant at or adjacent to the London Aquatics Centre or associated with the London Aquatics Centre, including but not limited to the following systems:

- (a) mechanical;
- (b) electrical;
- (c) external and internal electrical and telecommunications networks related to the London Aquatics Centre;
- (d) gas;
- (e) access control including turnstiles and barriers;
- (f) intruder alarm;
- (g) UPS and backup generators;
- (h) heating, cooling and ventilation;

- (i) public health engineering systems (including water supply and waste-water disposal pipework, fittings and equipment and sewerage pumping station);
 - (j) moveable floors, booms and associated equipment;
 - (k) passenger lifts and vertical movement;
 - (l) lighting, emergency lighting and lighting control systems (internal and external);
 - (m) public address and voice announcement systems (PAVA);
 - (n) fire safety systems, including passive protection systems;
 - (o) rainwater harvesting equipment;
 - (p) building management systems;
 - (q) portable appliances (including PAT testing);
 - (r) Car Park access and management equipment;
 - (s) pool plant and any associated equipment, chemicals storage and supply, and pool water testing;
 - (t) drowning detection systems;
 - (u) Ancillary CCTV System (internal and external);
 - (v) AV equipment including, but not limited to, timing systems, sound systems, videoboards, televisions/digital display screens; and
 - (w) sports, pool and fitness equipment.
- 4.6 The Operator shall maintain the plate heat exchanger, secondary pipework and all distribution pipework and installations within the London Aquatics Centre (where applicable).
- 4.7 The Operator acknowledges that maintenance of primary network distribution pipework and of primary heat exchanger equipment within other buildings and the London Aquatics Centre shall be provided by East London Energy (or another third party from time to time).
- 4.8 The Operator shall ensure the preventative and reactive maintenance will be carried out, so far as is practicable, on a like for like basis and where not practicable, on an at least equivalent standard and specification basis.
- 4.9 The Operator shall ensure all maintenance meets recognised Best Industry Standards, including: those set out by CIBSE, the Heating and Ventilation Contractors Association (HVCA)/Electrical Contractors Association (ECA) specifications, guidance notes, all relevant British Standards and Codes of Practice, any applicable regulations, SAFed guidance for mechanical and electrical specialist services together with operation and maintenance manuals, manufacturers' recommendations, and Best Industry Standards.

- 4.10 The Operator shall ensure that all Plant which consume a utility are maintained at a level that optimises the utility consumption, and costs and the equipment are efficiently managed, in a manner that meets Applicable Law and Best Industry Standards.

5 Building Fabric Maintenance Services

- 5.1 The general provisions in paragraph 2 of this Part 11 will apply to this Service.

Scope

- 5.2 The Operator shall provide a comprehensive maintenance service for the interior and exterior fabric and fixtures of the London Aquatics Centre, and their walls, floors, window coverings, doors, windows, gates, roof, and signage, including but not limited to:
- (a) gilding finishes and structures;
 - (b) windows, frames and external glazing;
 - (c) guttering and downpipes, including green roofs and living walls;
 - (d) roof structure planned and preventative maintenance, but excluding lifecycle and BER maintenance.
 - (e) external and internal doors and gates and their furniture;
 - (f) floors, partitions, internal walls and ceilings;
 - (g) internal finishes (tiles, skirtings, etc.);
 - (h) floors, circulation areas and floor coverings;
 - (i) curtains, blinds and wall coverings;
 - (j) internal and external signage; and
 - (k) internal and external fixtures, and specialist associated fabric and cladding including sports.

6 External Areas Mechanical & Electrical Assets Maintenance Service

- 6.1 The general provisions in paragraph 2 of this Part 11 will apply to this Service.
- 6.2 The Operator shall provide maintenance services to the mechanical and electrical assets located in the external areas of the London Aquatics Centre as defined in the demise plans provided in Schedule 18 (Plans and Drawings).
- 6.3 The objective of this Service is to ensure that all hard standings, drainage, unadopted utilities, illuminated signage, street and Park external lighting, illuminated street furniture (e.g. handrails), electrical infrastructure, bollards and hostile vehicle mitigation systems, fire hydrants, and Car Park systems are maintained, and the fabric is cleaned to the best level appropriate for use and function and to enhance the aesthetic appearance of the London Aquatics Centre.
- 6.4 The Operator acknowledges that areas within the defined London Aquatics Centre demise are the responsibility of the Operator.

- 6.5 The Operator shall provide a comprehensive maintenance service for all mechanical and electrical Assets as defined in this Specification, comprising planned, preventative and reactive maintenance.
- 6.6 The Operator shall devise and establish each Schedule of Planned Maintenance for this Service in accordance with this Agreement, statutory and regulatory requirements, Best Industry Standards and recommendations from the manufacturers (including operation and maintenance manuals, and guidance documents), and implement them accordingly.

Scope

- 6.7 The Operator shall provide a comprehensive maintenance service to all mechanical and electrical Assets. This Service shall include maintenance and fabric cleaning of:
- (a) surface water and unadopted foul water drainage systems, including, linear drains, gullies, manholes and utilities covers;
 - (b) illuminated street furniture – balustrades, handrails, steps, benches, etc.;
 - (c) illuminated external signage;
 - (d) street lighting and external lighting systems;
 - (e) electrical infrastructure in general: feeder pillars, power pop-ups, distribution boards and any other electrical equipment;
 - (f) sustainable energy components, including utilities and energy meters;
 - (g) irrigation system;
 - (h) access control including turnstiles, barriers and any other Car Park related equipment;
 - (i) hostile vehicle mitigation systems ("HVM"), road blockers, bollards, etc.; and
 - (j) fire hydrants.
- 6.8 The Operator shall deliver maintenance services for the full range of external facilities and components listed above. The above list is not exhaustive.

7 Cleaning Service

Description

- 7.1 The Operator shall provide a comprehensive cleaning service for the interior of the London Aquatics Centre and the exterior areas identified as part of the London Aquatics Centre in the demise plans provided.
- 7.2 The Operator shall undertake day to day "housekeeping" cleaning duties within the London Aquatics Centre. This is to ensure that the London Aquatics Centre maintains its high standards and reputation and always present a high quality experience to Users.
- 7.3 The Operator shall ensure that a culture of proactivity and helpfulness is embedded in its workforce (including all Operator Parties) and that all those engaged in the Services take a pride

in the London Aquatics Centre and its state and condition, including their cleanliness. The Client will review these day to day "housekeeping" requirements and will, if it considers this necessary, require the Operator to operate to specific "housekeeping" cleaning schedules.

- 7.4 The services to be undertaken by the Operator include:
- (a) the cleaning of minor spillages and ad hoc cleaning within the London Aquatics Centre, including picking up litter and tidying areas which have become untidy; and
 - (b) the provision and storage of the equipment and materials required to support this cleaning operation.
- 7.5 The Operator shall be responsible for all routine and reactive cleaning at the London Aquatics Centre.
- 7.6 The Operator and/or their Sub-Contractor shall be responsible for cleaning within the footprint of the cafés and the kitchen including extraction ductwork.

Scope

- 7.7 The Operator shall provide a cleaning service to deliver the required level of environmental cleanliness throughout the London Aquatics Centre.
- 7.8 The key objectives are:
- (a) to maintain a Safe environment and Safe working practices, including the use of appropriate processes and systems to ensure that the required standards of cleanliness set out in this Specification are maintained, and that any reduction in the quality of service is recognised and corrected; and
 - (b) to deliver high quality standards to the London Aquatics Centre.
- 7.9 The Operator shall provide the following in accordance with the Client's requirements in respect of the London Aquatics Centre:
- (a) routine cleaning in all areas;
 - (b) reactive cleaning in all areas;
 - (c) specific cleaning services related to swimming pools;
 - (d) feminine hygiene sanitary services;
 - (e) first aid and medical sanitary services;
 - (f) nappy disposal and collection sanitary services where required;
 - (g) periodic cleaning such as but not limited to window cleaning (internal and external), door cleaning, deep sanitation, tiled floors and walls, ventilation grilles, and carpet cleaning; and
 - (h) provision of Consumables.

Service Requirements – General

- 7.10 The Operator shall determine the most effective way of meeting the standards required in this Specification and shall follow Best Industry Standards.
- 7.11 No later than two (2) months following the Effective Date, the Operator shall submit to the Client for approval its daily cleaning programme and the methods and practices to be adopted for each area of the London Aquatics Centre based on the outline programme, methods and practices provided as part of the Operator's tender to the Client (**Cleaning Schedule**) for the period beginning on the Service Commencement Date to the expiry of that Contract Year. No later than four months prior to the first day of each subsequent Contract Year, the Operator shall submit to the Client for approval the Cleaning Schedule for the coming Contract Year.
- 7.12 The Operator shall provide a detailed programme within each Cleaning Schedule indicating how it intends to undertake the periodic work detailed in the Cleaning Schedule for approval by the Client.
- 7.13 The Operator shall carry out all cleaning shown in each Cleaning Schedule at the time and in the manner set out in the relevant Cleaning Schedule agreed by the Client, provided that if a draft Cleaning Schedule has not been agreed by the Client prior to the first day of the Contract Year to which it relates, the Operator shall carry out such cleaning as is not in dispute in accordance with such draft Cleaning Schedule and any outstanding issues shall be referred to the Rectification Plan Process and pending such determination for those issues which are disputed, the Client shall be entitled to require the Operator to carry out those tasks the Client identifies to reasonable timescales.
- 7.14 In providing the Services in respect of this Service throughout the Term, the Operator shall maintain Best Industry Standards and follow guidelines set by the BICS as well as follow the guidelines and recommendations set by manufacturers of the relevant assets to be cleaned and of the cleaning materials and equipment to be utilised.
- 7.15 The Operator shall ensure care is taken to keep all, polish and other flammable materials away from naked flames and exposed electrical elements. The Operator shall ensure care is taken in the disposal of any rags used in cleaning which have been exposed to any flammable material.
- 7.16 The Operator shall ensure cleaning is carried out in such a way that the minimum use of lighting is incurred, commensurate with Safe and practical working. The Operator shall ensure no lighting is left switched on at any time in unoccupied rooms or in corridors unless required for security.
- 7.17 The Operator shall ensure that appropriate cleaning signage is displayed at all times.
- 7.18 The Operator shall comply with the Service Standards.

Routine Cleaning

- 7.19 The Operator shall ensure that:
- (a) all internal and external aspects of the London Aquatics Centre such as Fixtures, furniture and fittings, vertical and horizontal surfaces are kept free of debris, dust, smears, marks and odours;

- (b) toilets and all sanitary ware within the London Aquatics Centre are kept odourless, sanitary and clean for use;
- (c) carpets and hard floors are free from dust and debris, with a consistent finish in accordance with its age, wear and tear;
- (d) hard floors are maintained in a non-slippery condition and access to floors which may be slippery during cleaning is prevented;
- (e) the following is removed: dry stains, spots and fluid spillages or splashes on carpets, as soon as reasonably practicable;
- (f) bins are clean and dry inside and out, fitted with a suitable lining and not overflowing; and
- (g) all internal areas of refrigerators and microwaves are kept free from debris, dirt and smells.

Reactive Cleaning

- 7.20 The Operator shall ensure that a reactive cleaning service shall be available during 'core working hours' for the purpose of undertaking unscheduled cleaning work.
- 7.21 The Operator shall ensure that body fluid spillages are adequately handled and disposed of.
- 7.22 The Operator shall ensure that all Operator Personnel engaged in routine cleaning and periodic cleaning are appropriately trained in the clean-up of blood and body fluid spillages.
- 7.23 The Operator shall ensure that following the completion of maintenance, the area affected will be cleared to the standards required by this Agreement.

Feminine Hygiene sanitary services

- 7.24 The Operator shall provide a feminine hygiene sanitary service to all toilet areas in the London Aquatics Centre and ensure the outer casing of feminine hygiene sanitary bins are kept clean.

Periodic Cleaning

- 7.25 The Operator shall conduct the following as appropriate at all times from the Service Commencement Date to ensure compliance with the provisions of paragraph 7 of Part 11 of this Schedule:
 - (a) hard floor stripping and sealing;
 - (b) deep cleans of hygiene areas such as toilets and changing rooms;
 - (c) carpet deep cleaning;
 - (d) high level cleaning; and
 - (e) internal and external glazing cleaning to maintain its transparency and appearance.

Consumables, materials, equipment and storage

- 7.26 The Operator shall ensure all janitorial materials and other consumables necessary to carry out the Services (including plastic refuse sacks and waste bin liners), consumables (including paper towels, hand soap and hand sanitiser) shall be supplied and paid for by the Operator.
- 7.27 The Operator shall maintain all its cleaning equipment in safe working order.
- 7.28 The Operator shall keep the stock of clean and used roller towels in secure areas. The Operator shall ensure used towels are collected and replenished, and the roller towel machines are appropriately affixed to the relevant fixture.
- 7.29 The Client reserves the right to inspect all equipment and material in use without prior notice to the Operator.
- 7.30 The Operator shall acquire and install storage space (a fireproof room or cupboard of any sort as required by the Applicable Law and recommended by Best Industry Standards) for aerosols, solvent polishes and other flammable cleaning agents and equipment.

Hard landscaped areas including all paths, walkways, roads, steps, hard standing and parking areas including within the LAC demise plan

- 7.31 The Operator shall ensure that:
- (a) all surfaces are maintained to provide safe access to cars, cyclists, pedestrians and wheelchair users. All paved areas shall be level, safe and free of tripping hazards, with no potholes or sinking, clean and free from weeds, moss or algae, with non-slippery surfaces;
 - (b) hard surfaces are re-levelled as necessary and broken paving or kerb stones replaced or repaired as necessary. Cracks must be repaired promptly;
 - (c) all roads and other areas accessed by vehicles are kept free from potholes, loose surfaces and excesses of accumulated water; and
 - (d) road markings shall be clearly visible and fit for purpose and shall contribute to the overall positive appearance of the London Aquatics Centre.

7A Window Cleaning

- 7A.1 Without prejudice to paragraph 7.9 of Part 11 of the Specification, the Operator shall implement quarterly (at least) routine window cleaning regimes (internal and external), or more frequently should visually they appear detrimental to the appearance and reputation, or as otherwise necessary to comply with this Agreement.
- 7A.2 The Operator shall ensure window cleaning is carried out using its specialist subcontractor, SPA Window Cleaning Ltd (or other sub-contractor approved by the Client).

8 External Areas and Infrastructure Maintenance

Description

- 8.1 External area and Infrastructure maintenance services are to be provided within the LAC demise area.
- 8.2 The objective of this service is to ensure that all hard standings, roads and footpaths, and other infrastructure, fencing, walls and gates, drainage, unadopted utilities, signage, are maintained and the fabric is cleaned to the best level appropriate for use and function and to enhance the aesthetic appearance of the London Aquatics Centre.
- 8.3 The LAC external areas are defined on the plans attached as Part 2 – Plan of LAC and as described in Part 3 – General Arrangement Drawings of Schedule 18 (Plans and Drawings).
- 8.4 The Operator shall provide a comprehensive maintenance service for all external areas at the LAC and all Infrastructure, comprising planned preventative maintenance, reactive maintenance and lifecycle
- 8.5 The Operator shall be required to devise and establish Planned Preventative Maintenance Schedules in accordance with statutory and regulatory requirements and Best Industry Standards (P), and to implement them accordingly.
- 8.6 The Operator shall also comply with the requirements set out in Appendix 1 of this Schedule which sets out the guiding principles of the external areas and Infrastructure maintenance services required from the Operator.

Scope – Elements Included

- 8.7 The Operator shall provide a comprehensive maintenance service to all infrastructure, external hard landscaping, furniture and non-adopted utilities. The service shall include but not be limited to maintenance and fabric cleaning of:
- (a) hard landscaped areas including all paths, walkways, roads, hard standing and parking areas;
 - (b) surface water and unadopted foul water drainage systems, including, gullies, lateral Acco drains, manholes and utilities covers, associated with hard landscaped areas;
 - (c) retaining structures, steps, ramps etc. External furniture – balustrades, handrails, vehicle barriers. Fixed and mobile external furniture and waste bins;
 - (d) external signage;
 - (e) boundary walls, balcony rails/balustrade, gates and Car Park barrier systems;
 - (f) street lighting and external lighting systems attributable to the London Aquatics Centre; and
 - (g) irrigation system within the LAC for the Living Wall.
- 8.8 The Operator shall deliver maintenance services for the full range of external facilities and components listed above. A full listing of items to be covered has not been made.

- 8.9 The Operator shall keep all areas in safe, clean and tidy conditions. Any obstructions shall be appropriately protected, and signed.
- 8.10 All remedial works to above to be in accordance with the original specification on a like for like basis unless otherwise agreed with the Client.
- 8.11 Any failures that arise as a result of defects or faults due to materials or workmanship which are not in accordance with this Specification shall be made good by the Operator at no cost to the Client.

Planned Preventative Maintenance

- 8.12 The provisions of paragraph 2 of this Part 11 apply to this Service.

Reactive Maintenance Service

- 8.13 The Operator shall provide a reactive maintenance service and respond within the defined response times set out in paragraph 3.49 of this Part 11, returning plant and equipment to its required operational state within the defined times.

Infrastructure Schedules and Maintenance Manuals and Records

- 8.14 The provisions of paragraph 3.45 of this Part 11 apply to this Service.

Consumables

- 8.15 The Operator shall provide all consumable materials related to the maintenance of the external areas and Infrastructure as part of the overall service charge.

Output requirements

- 8.16 The Operator shall ensure that at all times during the Term the following requirements are met:
- (a) All areas
 - (i) External area fabric is to be kept in a clean and serviceable condition, using appropriate cleaning and inspection methods and regimes.
 - (ii) Incidents of vandalism, graffiti etc. to be made-good by the Operator.
 - (b) Hard landscaped areas including all paths, walkways, roads, hard standing and parking areas
 - (i) All surfaces are to be maintained to provide safe access to cars, cyclists, pedestrians and wheelchair users. All paved areas shall be level, safe and free of tripping hazards, with no potholes or sinking, clean and free from weeds moss or algae, with non-slippery surfaces.
 - (ii) Hard surfaces are to be re-levelled as necessary and broken paving or kerb stones replaced or repaired as necessary. Cracks must be repaired promptly.

- (iii) The Car Parks and its entrance road and other areas accessed by vehicles shall be kept free from potholes, loose surfaces and excesses of accumulated water.
 - (iv) Road markings shall be clearly visible, painting maintained and fit for purpose, and shall contribute to the overall positive appearance of the London Aquatics Centre.
 - (v) Snow clearance, gritting and salting of external areas around the London Aquatics Centre and main access routes to London Aquatics Centre (if unadopted) shall be carried out such that they remain materially free of snow and ice, promoting accessibility and mitigating risk to Users, so as not to cause a hazard.
- (c) Sewers, drains and utilities
- (i) Gullies, drains, manholes, utility access pits, covers etc. shall be kept in good order, with access covers readily openable, and gullies and drains regularly cleaned and unblocked as required.
 - (ii) Foul and surface drains, trays, interceptors, manholes, gullies, sumps and access points maintained free flowing and structurally sound. Fresh air inlets and vent pipes sound and clear, free from debris and obstruction.
 - (iii) External pipe work sound and secure, free from blockages, not overflowing and free from corrosion and erosion.
 - (iv) All sewage plant and pumps operational with no leaks. Brickwork and tanks sound and channels clear. All facilities are to be maintained in accordance with statutory requirements.
- (d) Retaining structures steps, ramps etc.
- (i) Roads, retaining structures steps, ramps shall be maintained and be kept clear of hazards The Operator shall comply with all Applicable Law, Best Industry Standards and local authority requirements. The Operator shall note that such agreements make reference to legislation, industry practices etc., which regulate maintenance obligations and operations, and that these must be fully complied with.
- (e) External furniture – balustrades, handrails, vehicle barriers
- (i) External furniture to be free from dust, dirt, smears, stains, chewing gum and cigarette ends
 - (ii) Weatherproof coatings are to be applied as appropriate to the use and location to ensure longevity of the furniture
- (f) External Signage
- (i) If required, the Operator shall supply and maintain external signage in accordance with the Client's current specification (style, size, font and colour) as provided by the Client.

- (ii) Signs and notices to be clear and legible and visibly free from dust, dirt, smears, stains and graffiti. Regularly scheduled inspections and subsequent cleaning and graffiti removal must be performed.
- (g) Boundary walls, railings etc.
 - (i) All external railings and walls and must be kept in good and safe order, and provide reasonable protection of the public, the Client's staff, Users and visitors and the Client's assets, data and business interests. Perimeter railings are to be regularly inspected.
 - (ii) Railings and walls are to be kept free from climbing plants and weeds
- (h) Street lighting and external lighting systems attributable to the London Aquatics Centre
 - (i) Street and other external lighting is to be cleaned and lamps and luminaries replaced to ensure proper operation.

8A Snow and Ice Management

- 8A.1 Without prejudice to paragraph 8 of Part 11 of the Specification, the Operator shall include snow and ice management within its overall Grounds Maintenance Plan within parking, pedestrian paving and other circulation zones. With this strategic approach the Operator shall ensure and maintain a year-round welcoming visual appearance on approach to the facility.

9 Irrigation System

- 9.1 The Operator shall provide a schedule of maintenance tasks to be completed as part of the Schedule of Planned Maintenance, which it will review and update over the remainder of the Term. The maintenance regime shall include monthly inspections of the equipment within the pump room, including checking the filters, checking on fault logs/event logs on the pump control panel, review of fault logs on the irrigation controller, inspection and test of the weather station/rain gauge, visual check on the landscape irrigation equipment, noting and repairing any damaged valves, sprinklers or drip pipe, emergency call out in the event of a pump panel fault, burst line or other serious problem.
- 9.2 In addition to providing sufficient irrigation to maintain optimum growing conditions for the vegetation in the Living Wall and LAC perimeter shrub beds the Operator shall liaise with the Parkland contractor to allow shared access and use of the LAC irrigation system as this also supplies water to the trees and vegetation in the vicinity of the LAC but outside the LAC demise. The cost of water used to irrigate the areas outside the LAC demise will be recharged by the Operator to the Client. A water check metre has been installed measure water consumption. The irrigation system for the Living Wall uses a Heron Mi -12 controller with Rainbird solenoids and decoders with Grundfos pumps. The other system which provides water to the Park outside the LAC demise uses a Top Turf AUC 3400 controller with Grundfos pumps.
- 9.3 The External Areas and Infrastructure maintenance service must meet the Service Standards at all times.

10 Fire Safety and Equipment

Description

- 10.1 The Operator shall provide a service comprising risk assessment and certification of the London Aquatics Centre and equipment (as set out in paragraphs 10.15, 10.17, 10.31 and 10.32 of this Part 11 below) to ensure that the London Aquatics Centre complies at all times with all statutory fire prevention and protection requirements in respect of the fire safety equipment and Applicable Law.
- 10.2 The Operator shall submit to the Client such fire safety risk assessment documentation for this Agreement on the Effective Date.
- 10.3 The Operator acknowledges that the Client requires statutory testing, planned and reactive maintenance of the fire equipment that is deployed across the London Aquatics Centre to ensure that it is in good order, ready for use if required and complies with all Applicable Law and is certified as required.
- 10.4 The Operator shall ensure that the Service provided under this Service includes up to date fire and emergency event processes and procedures are in place, provision of information and advice on fire hazards to Users and monitoring risks and incidents.
- 10.5 The Operator shall ensure all fire escape routes and fire accesses around buildings are kept clear and infringements monitored and reported.
- 10.6 The Operator shall inspect and maintain all fire compartmentation, fire and smoke seals, stops, fire dampers other items, assets related to fire safety, and any other passive fire protection system.
- 10.7 The Operator shall in each Schedule of Planned Maintenance devise and establish maintenance activities for the fire safety equipment in accordance with Law, statutory and regulatory requirements and Best Industry Standards, and implement them accordingly.

Scope – Fire Safety Generally

- 10.8 The Operator shall write and maintain fire evacuation procedures for the London Aquatics Centre.
- 10.9 The Operator shall ensure that competent fire marshals are appointed at the London Aquatics Centre and shall provide training and updates as appropriate.
- 10.10 The Operator shall ensure that evacuation drills and any other tests are carried out at regular intervals appropriate to the operation of the London Aquatics Centre and as required by Applicable Law and Best Industry Standards.
- 10.11 The Operator shall keep records of all training provided and drills carried out. The records should include the type of training or drill, local information and instructions provided, date and names, and lessons learnt.
- 10.12 The Operator shall manage, maintain and keep updated fire safety manuals and maintenance records in the London Aquatics Centre.

- 10.13 The Operator shall provide all fire certification, testing and risk assessments, statutory testing, planned periodic and reactive maintenance for all passive fire protection facilities and equipment, including fire compartmentation, fire and smoke seals and stops, intumescent protection, fire dampers etc.
- 10.14 The Operator shall ensure that fire alarm tests are carried out in the London Aquatics Centre in compliance with Fire Alarm Regulations BS5839.

Scope – Fire Safety Equipment

- 10.15 The Operator shall provide all fire certification, testing and risk assessments, statutory testing, planned periodic and reactive maintenance for fire-fighting equipment, including:
- (a) portable fire extinguishers;
 - (b) hose reels and wet risers;
 - (c) fire blankets;
 - (d) dry risers;
 - (e) smoke ventilation systems; and
 - (f) hydrants (N.B. – external to the London Aquatics Centre).
- 10.16 Portable fire extinguishers shall be maintained in accordance with BS 5306: Part 3: 2000 and with the manufacturer's guidelines.
- 10.17 The Operator shall undertake fire risk assessments including assessments of the associated positioning of fire extinguishers, evacuation and firefighting signs or other items of fire equipment.
- 10.18 The Operator shall have in place a system for deterring the removal of or tampering with extinguishers and other fire safety systems in addition to:
- (a) providing periodic inspections;
 - (b) providing information regarding any areas of non-compliance detected during inspections; and
 - (c) notification of legislative changes and action taken to update the London Aquatics Centre's systems to the latest Applicable Law and Best Industry Standards.

General

- 10.19 The Operator shall ensure all fire equipment is maintained in accordance with the manufacturer's service and maintenance instructions or to the standards set out in the relevant British Standards or relevant codes of practice where there are no such service and maintenance instructions. Where a manufacturer's instructions are not available, guidance may be found in the LFB website, trade Associations, CIBSE, RIBA, etc.
- 10.20 The Operator shall ensure that all fire equipment is compliant with the requirements of the relevant Fire Regulations and all Applicable Law relating to fire safety.

Definitions

10.21 For the purposes of this Schedule, the following definitions shall apply:

Portable Fire Extinguishers means an extinguisher which is designed to be carried and operated by hand and which in working order has a mass of no more than 20kg (ref BS EN 3);

Maintenance Personnel means persons who have successfully completed an approved training course and have gained an approved qualification in the servicing of portable fire extinguisher; and

Nonconforming Equipment means equipment which cannot be maintained in accordance with the relevant specifications, e.g. those that have either been condemned or require corrective action, pressure testing, or require recharging for which appropriate equipment or components are not immediately available.

Planned Preventative Maintenance

10.22 The Operator shall include Fire Safety and Equipment as part of their Schedule of Planned Maintenance.

Reactive Maintenance

10.23 The Operator shall provide an emergency service for maintenance of extinguishers or other equipment that may have been damaged, discharged or removed and provide a system for immediately replacing for any extinguisher removed from the London Aquatics Centre.

10.24 Any discrepancy shall be recorded on the Certificate of Inspection if the replacement is not equivalent.

10.25 The Operator shall be responsible for providing all manpower, equipment and materials required for this service at no extra cost.

Fire Prevention and Fire Management Services

10.26 The Operator shall ensure that all evacuation procedures, fire safety manuals, and other fire safety information are up to date and clearly communicated to Users.

10.27 The Operator shall conduct training in accordance with Best Industry Standards of Operator Personnel and the Client's staff.

10.28 The Operator shall conduct fire drills at regular intervals as per Best Industry Standards.

10.29 The Operator shall lead the evacuation procedures in the event of a fire or suspected fire.

10.30 The Operator shall liaise with fire service as necessary to provide the Services.

Certification

10.31 In all cases of inspection of the fire equipment a Certificate of Inspection shall be promptly issued to the Client. The Certificate of Inspection should include:

(a) the name, address and telephone number of the maintenance organisation;

- (b) identification of maintenance engineer;
- (c) address and location involved;
- (d) a list of all portable extinguishers included in the maintenance task recording all nonconforming equipment and recommending appropriate corrective action; and
- (e) a statement that, apart from the nonconforming items as recorded, all other pieces of Fire Equipment have been inspected and serviced in accordance with appropriate standards and codes of practice.

10.32 If the service/maintenance task has not been completed in one (1) Working Day, a written report detailing any unserviceable or missing portable fire extinguisher will be submitted to the Client's representative by the maintenance engineer prior to his departure from the London Aquatics Centre.

Records

10.33 Records of all servicing and maintenance carried out shall be retained for a minimum period of two (2) years. These records shall provide for traceability from initiation to completion of servicing, and shall include the recording of any advice given to the Client regarding any nonconforming equipment and any recommended corrective action.

Service Standard

10.34 The Operator shall ensure this Specification is delivered at all times and that reactive response times set out in paragraph 3.49 of this Part 11 are complied with.

11 Health and Safety

Objective

11.1 The Operator shall provide Health and Safety and logistics coordination services to support the Client and its management of the London Aquatics Centre. The Client's in-house resources in this respect will be limited to matters of policy and of performance management.

Role of "Principal Contractor" and "Principal Designer"

11.2 The Operator acknowledges that their responsibilities in the London Aquatics Centre will involve a range of activities including maintenance, infrastructure construction, development construction, public access to the London Aquatics Centre generally, and special events.

11.3 The Operator shall act in the role of "Principal Contractor" and "Principal Designer" under the CDM Regulations.

11.4 The Operator shall ensure performance of such roles comply fully with the CDM Regulations with respect to notifiable projects, and shall also extend to cover health and Safety overview and coordination support generally of all other activities in the London Aquatics Centre under the direction and in support of the Client's Safety team.

11.5 The Client shall be entitled to audit the Operator at any point on performance of its Principal Contractor duties under the CDM Regulations, including in relation to ensuring site inductions are undertaken and checking construction phase plans are in place.

Scope

- 11.6 The Operator shall be responsible for providing Health and Safety Services to ensure the Client and the London Aquatics Centre, remains compliant at all times with Health and Safety legislation.
- 11.7 The Operator shall ensure Best Industry Standards (as provided by regulatory and professional organisations), applicable Client policies, standards and guidance notes are implemented by other contractors and organisations (including contractors employed by developers) working in the Park.
- 11.8 The Operator shall develop arrangements that ensure a unified approach to Health and Safety with the Client, and shall monitor and report its activities and those of other contractors and organisations working in the London Aquatics Centre.
- 11.9 The Operator shall be responsible for overall coordination of maintenance, construction, public access and events logistics etc., for all areas of the London Aquatics Centre, acting as the final arbiter (except as may be varied by the Client) for coordinating activities.
- 11.10 The Operator's overview and coordination role will not relieve any other contractor or organisation of their statutory or public duties.

Service Requirements – Health and Safety Requirements

- 11.11 The Operator shall:
- (a) provide, develop and implement a Health and Safety Management System (**HSMS**) for London Aquatics Centre, that satisfies the requirements of ISO 45001:2018:
 - (i) implementation of this system will be in accordance with the timescales set by the Client;
 - (ii) the HSMS shall meet the requirements of ISO45001:2018 (or a successor to this standard) throughout the remainder of the term of this Agreement;
 - (iii) the HSMS shall align with the Client's arrangements and shall be subject to regular review, continual improvement and appropriate updates;
 - (b) undertake and regularly review all risk assessments (at a frequency determined by the Client's policies and standards) relevant to the operation of the Venue and the delivery of Services, taking into account the results of auditing, monitoring and incidents. Review risk assessments of contractors and organisations working in the Venue for compliance with the Client's policies and standards and for consistency (this will not relieve such other contractors or organisations from their respective duties and obligations);
 - (c) plan and implement Health and Safety Inspections across all areas of the London Aquatics Centre and provide reports and action plans based upon the findings from inspections. Coordinate such inspections and action plans with the Client, other occupiers' arrangements, and other contractors and organisations where appropriate. Address all the issues identified within any action plans and Service Delivery Plans that form part of this Agreement and advise the Client accordingly of all issues, current status and proposed method of resolution;

- (d) the inspection regime will be determined and prioritised by the relevant risk assessments;
- (e) provide, develop, implement and manage work activity control and coordination arrangements for all works undertaken by any Operator Party operating in the London Aquatics Centre in order to establish a safe system of work, which protects the health and Safety of all building and Park occupants and visitors. Such arrangements must include but not be limited to the management, issue and control of permits to work for all high risk activities on site;
- (f) set and agree with the Client, all competency standards and undertake the appropriate competency assessments of all Operator Personnel, technicians, works persons, contractors and suppliers directly and indirectly employed by the Operator and implement arrangements to ensure that only competent persons undertake works in the London Aquatics Centre;
- (g) inspect, monitor and review competency standards and assessments of all Operator Personnel, technicians, works persons, contractors and suppliers employed in the London Aquatics Centre to ensure that only competent persons undertake works in the London Aquatics Centre:
 - (i) undertake re-training of any Operator Party as identified by the competency assessments or where identified by the monitoring of the quality and safety of operational and work activities;
 - (ii) ensure that all competency assessments are available on request within a reasonable timeframe;
 - (iii) report and provide a response to all accidents and incidents;
 - (iv) handle, investigate and report (in a format agreed with the Client) all accidents and near miss incidents, stipulating measures taken to prevent recurrence and timescales for implementation;
 - (v) track and implement the recommendations from an accident or incident investigation to a satisfactory conclusion;
 - (vi) provide appropriate information, instruction, training and supervision, for all occupants, contractors and visitors at the London Aquatics Centre, as a result of any changes to the Services; and
 - (vii) have a defined escalation process for all incidents with clear responsibilities and actions identified.

First Aid and First Aid Equipment

11.12 The Operator shall:

- (a) develop and maintain First Aid and lifeguarding risk assessments in line with Best Industry Standards and applicable regulations;
- (b) coordinate all First Aider nominations and provision through communication with relevant occupier representatives;

- (c) compile and manage a register of all First Aiders and lifeguards and ensure they are fully trained in line with Best Industry Standards and applicable regulations Provide and maintain all First Aid boxes and facilities required by the First Aid Risk Assessment. The scope of the service (i.e. the number and type of First Aid boxes and facilities will be agreed with the Client by the Effective Date); and
- (d) provide a first line First Aid and lifeguarding service in the London Aquatics Centre including defibrillators.

Logistics Coordination

11.13 The Operator shall:

- (a) coordinate the activities of all contractors and organisations working in the London Aquatics Centre to ensure that operations, events, vehicle movements, public movements etc. are carried out safely and in a common sense manner that gives a well-managed image of the Park and the London Aquatics Centre; and
- (b) work with contractors and other organisations in planning and management stages of works and operations to optimise the movement of vehicles, material and personnel into and around the Park and the London Aquatics Centre.

Service Standards

11.14 The service audit in the table below will be based on the following principles and the Operator shall provide an updated score in the monthly reports Health and Safety section with supporting evidence to substantiate that the below points have been complied with, for the Client to review:

Sub-Service	Audit Questions
Safety Management System	Does the Operator have an HSMS in place that meets the ISO 45001 (or equivalent acceptable) standard? (Yes / No) Is the information captured from the implementation of the HSMS available and up to date? (Yes / No)
Risk Assessment	Are the Risk Assessments up to date? (Yes / No) Are all the risks covered by the Risk Assessments? (Yes / No) Are they undertaken at the correct frequency? (Yes / No)
Coordination and control	Are all Permits to Work in place for all high risk activities? (Yes / No) Are all standing Instructions in place for lower risk activities? (Yes / No) Do all contractor organisations meet the required competencies for their respective roles? (Yes / No)
Competency Assessments	Are all individual Operator Personnel's competency assessments in place? (Yes / No) Are all the necessary training plans in place? (Yes / No) Are all competency assessments available? (Yes / No) Are all high risk roles undertaken by appropriately qualified Operator Personnel in accordance with standards acceptable to the Client? (Yes / No)

Sub-Service	Audit Questions
Accidents and Incidents	<p>Have all the required response times been met? (Yes / No)</p> <p>Have all Incident Reports been issued on time and to an acceptable quality? (Yes / No)</p> <p>Have timely updates been provided if required? (Yes / No)</p> <p>Have all actions (schedule for completion during this period) been closed out satisfactorily? (Yes / No)</p>
First Aid	<p>Are First Aid risk assessments in place? (Yes/No)</p> <p>Are First Aiders registered and in place? (Yes/No)</p> <p>Are all First Aid boxes/facilities in place and regularly maintained (Yes / No)</p> <p>Are First Aid arrangements in place for Operator Personnel and Users? (Yes / No)</p>
Logistics Coordination	<p>Is coordination of logistics and activities carried out effectively and efficiently? (Yes / No)</p>
Life Guarding	<p>Are lifeguarding risk assessments in place? (Yes / No)</p> <p>Are lifeguards registered and in place? (Yes / No)</p> <p>Are all lifesaving equipment and devices in place and regularly maintained (Yes / No)</p>

11A Health and Safety Manual

11A.1 Without prejudice to paragraph 11.11 of Part 11 of the Specification, the Operator shall:

- (a) ensure Operator Personnel follow the Operator's Health and Safety Manual; and
- (b) the ensure the Operator's Health and Safety Manual and describes how the Operator will deliver the systems, standards, and procedures to conform with HSG65 and ISO 45001, and is continually updated to maintain compliance with all legislation (including important aspects of the Sport England Specification), covering, for example:
 - (i) appropriate safety training guidelines;
 - (ii) incidents and accidents; and
 - (iii) Management of Health and Safety in Swimming Pools (HSG179).

12 Horticultural Services

Objectives

12.1 Horticultural Services are to be provided for the horticultural elements in the external areas of the London Aquatics Centre demise. The Operator shall comply with the requirements of this Schedule below.

Scope – General

- 12.2 The Operator shall include in its Service Delivery Plan details of how it will provide the Horticultural Services, for the application of standards; to support management decision-making (timing of treatments, deployment of personnel and equipment, etc.) and to demonstrate the understanding and nature of the work.
- 12.3 The Operator shall employ appropriately skilled Operator Personnel, who are capable of performing in the professional manner essential to achieving the design aims for a living landscape. Operator Personnel shall be trained in good practices and be familiar with the procedures in this Specification and the London Aquatics Centre's landscapes. Familiarity shall be maintained, by means of appropriate refresher courses and toolbox talks throughout the remainder of the Term.

Scope – General Watching and Monitoring

- 12.4 The Operator shall ensure that the personnel engaged in the Horticultural Services are trained to spot and identify problems of inappropriate use of the London Aquatics Centre's Horticulture at an early stage and take appropriate action as soon as possible. Problems include: vandalism such as graffiti, damaging façade, windows or doors, or digging up landscape plants for personal use, picking flowers etc.

Resources and Training

- 12.5 The Horticultural Services shall be performed by the Operator, who may be supplemented as necessary by any Operator Party.

Sustainable Practices

- 12.6 The Operator shall adopt good sustainable practices at all times in the following:
- (a) water usage;
 - (b) materials selection;
 - (c) horticultural;
 - (d) recycling/waste reduction; and
 - (e) energy usage.
- 12.7 The Operator shall comply with the following requirements at all times:
- (a) Water Usage
 - (i) all irrigation to be drip irrigation; and
 - (ii) pumped irrigation of recycled runoff waters and rain water to be used in landscape irrigation to minimise the use of potable water.
 - (b) Materials Selection
 - (i) non-toxic pest control; and

- (ii) non-toxic weed control.
- (c) Horticultural
- (i) composting of all vegetative and biodegradable waste;
 - (ii) testing of soil for biological activity (beneficial fungi, bacteria, protozoa, and nematodes);
 - (iii) creation of and application of compost and compost teas to augment biological activity in soils to promote a proper nutrient cycling system;
 - (iv) no fertilisers shall be used for annuals, shrubs, perennials or trees (proper nutrient cycling) and soil management practices shall be followed save that composts and natural liquid seaweed fertilisers and specific fertilisers may be used with the prior approval of the Client;
 - (v) non-toxic pest and disease control for plants; use of beneficial insects (ladybirds) and nematodes (Lady Bugs);
 - (vi) chemical pesticide and herbicide use to be limited to targeted use on listed invasive plant or animal species. The Operator shall follow and implement latest innovative practices for weed control (where approved by the Client) e.g. Parks for London – integrated weed management systems should be included and any London wide or national guidance that is appropriate for the Park;
 - (vii) peat products shall not be used but substituted with alternative sustainable materials for any form of horticultural management/maintenance including planting activities;
 - (viii) biosecurity policy should be agreed and followed including sourcing planting material and anything that may require quarantine; and
 - (ix) optimum control of pests and diseases.
- (d) Waste Recycling and Composting
- (i) organic waste such as leaves, grass, small branches, and all vegetative materials shall be composted. These composted materials can then be used for soil conditioning in horticultural and planting areas, in order to enhance soil texture, increase the soils' ability to absorb and retain air and water, suppress weed growth, decrease erosion, and reduce the need for fertilisers and mulching; and
 - (ii) given the limited amount of waste to be composted this material can be recycled by a third party waste company together with the London Aquatics Centre waste.

Service Requirements – Planting and Landscaping Maintenance Specifications

- 12.8 The Operator shall prepare a horticultural and landscaping maintenance plan (based on plans submitted by the Operator as part of the Mobilisation Activities) to be delivered to the Client as part of the Schedule of Planned Maintenance The plan will set out the proposed schedule for

planned maintenance activities services within the LAC demise, in full compliance with the terms of this Schedule.

- 12.9 Horticultural services for landscaped and planted areas within the LAC demise comprise maintenance of shrubs and plants, including wildflowers within the Living Wall area.
- 12.10 The required standard is to maintain good quality landscaping within the LAC demise at all times during the Term.
- 12.11 All plants, shrubs and wildflower planted areas are to be tended, and damaged or dead growth is to be cut off. Maintenance shall be carried out in accordance with good horticultural practices to promote healthy plant growth, solid branch development and proportional trunk and branch structure.
- 12.12 Shrubs should be pruned and trimmed in order to prevent excessive or untidy growth and to ensure that access routes around the LAC including paths and steps are safe and unobstructed. All maintenance shall be carried out to allow proper use of lighting, CCTV, roads, security fencing and pathways where appropriate.
- 12.13 Immediate action to be taken to make safe damaged branches and leaves and other vegetation falling from plants and trees etc. should be gathered up and removed from the area.
- 12.14 All plants should be maintained to optimum growth needs and to extend the flowering season as long as possible.
- 12.15 Seasonal planting of bedding plants to be carried out to maintain attractive, trim and weed-free colourful displays in planting areas, replacing diseased and dead plants and shrubs with similar species.
- 12.16 A weed control programme of inspections is to be maintained, comprising manual hoeing and application of chemical weed killers where approved by the Client.
- 12.17 Fertilisers and insecticides are to be applied as required to meet the service levels where approved by the Client.
- 12.18 Chemical treatments to be used with regard to health and Safety and in accordance with related regulations and legislation including COSHH.
- 12.19 The Operator shall:
 - (a) weed all shrub borders so as to maintain a neat and tidy appearance. Collect and remove arisings from site;
 - (b) prune all shrubs so as to maintain a neat and tidy appearance and healthy growth in accordance with correct horticultural practice. Clean out weeds and debris from the base of shrubs, collect and remove all arisings from site. Loosen surface of beds to relieve compaction and supply and top up the bark mulch to maintain a depth of 75 mm;
 - (c) cut hedges to maintain a neat and tidy appearance and healthy growth. Clean out weeds and debris from base of hedge. Collect and remove all arisings from site; and

- (d) rake/sweep and collect up all leaves from borders, roads, pathways, parking areas and other horizontal surfaces and remove from site. These operations shall be as demanded by the Client between October and December and shall not exceed four visits per year.

12.20 Eradicate weeds and grasses along fence lines, bases of buildings, gravel areas, joints in paving, walls, steps, hard surface areas and bases of kerbs by manual or mechanical means.

Living Wall

- 12.21 The Living Wall is a terraced gabion wall construction with a framework of plastic plant pot type containers filled with a soil mix to support plants (see O&M manual and plans provided) (**Living Wall**). The central front area has been overseeded with a wildflower mix containing Orange Californian Poppy. The side elevations of the wall contain a mix of herbaceous plants including ferns. As the soil in the wall drains quickly a trickle irrigation system provides water to the entire area including the shrub beds below the wall and around both sides of the LAC. The irrigation computer controller and pump unit is located in the LAC pump room behind the Living Wall.
- 12.22 The Operator shall maintain the wall and plants as follows and in accordance with the Service Standards. The Operator may propose alternative planting suggestions provided that the Client approves such alternative suggestions before the Operator implements them.
- 12.23 The entire Living Wall shall be kept free of weeds including self-sown woody weeds e.g. Buddleia to provide a tidy appearance and optimum growing conditions for the plants.
- 12.24 All the plants within the Living Wall and surrounding shrub beds shall be irrigated and fed (when required) using a liquid fertiliser (to be approved by the Client) applied through the irrigation dosing system, to maintain optimum growth and good plant health.
- 12.25 In addition to the above General Landscaped Areas specification the wildflower areas shall be allowed to flower and drop seed to facilitate the growth of new plants and ensure the natural colonisation of wildflowers each year. Any dead wildflower growth shall cut off and removed from site for composting.
- 12.26 The Operator shall inspect the soil levels in the Living Wall at least once per annum and supply and top up any areas of depleted soil (however caused) to provide sufficient soil for optimum plant growth. Low fertility soil shall be used for the wildflower areas.
- 12.27 Access to the Living Wall for maintenance purposes is difficult and the Operator should make an allowance for working at height and provide (at the Operator's cost) suitable equipment e.g. a Mobile Elevating Work Platform when required.
- 12.28 In September each year, the Operator shall supply and overseed (at the manufacturer's application rate) a wildflower seed mix (to be approved by the Client) to ensure the optimum even establishment of wildflowers within the wildflower area of the Living Wall.
- 12.29 Any plants that die due inadequate maintenance practices by the Operator shall be replaced with the same species and size specification at cost to the Operator.

13 Cleansing, Litter and Graffiti Removal

Description

- 13.1 External cleansing, litter collection and graffiti protection and removal services are to be provided within the LAC demise. The Operator shall ensure that all litter and refuse is removed from all landscapes, hardstandings, roads and footpaths, and the Car Park within the London Aquatics Centre demise (as per the plans appended to this agreement), and the fabric is cleared of litter and graffiti to the best level appropriate for use and function and to enhance the aesthetic appearance of the London Aquatics Centre.
- 13.2 The Operator shall work with the Client to establish the most environmentally friendly and User focused network of waste bins throughout the London Aquatics Centre using central recycling bins as appropriate.
- 13.3 Any shortfall in performance will be the subject of urgent discussions at the highest level between the Client and the Operator to require the Operator to resolve any outstanding issue and to ensure that it performs to the levels required by this Specification.

Scope

- 13.4 The Operator shall provide a comprehensive cleansing, litter removal and waste management, together with graffiti protection and removal services in all external areas of the London Aquatics Centre. The service shall cover but not be limited to:
- (a) hard landscaped areas including all paths, walkways, roads, hardstanding and parking areas within the London Aquatics Centre including the Car Park;
 - (b) retaining structures steps, ramps etc.;
 - (c) handrails, vehicle barriers external signage;
 - (d) boundary walls and fencing;
 - (e) cycle parking facilities;
 - (f) road and path sweeping;
 - (g) gully cleaning (including lateral Acco drains); and
 - (h) graffiti – protection and removal.

Service Requirements – Outputs

- 13.5 The Operator shall ensure that the Litter and graffiti removal Services meet the following requirements set out in the Service Standards at Appendix 4 of this Schedule.

Cleansing of London Aquatics Centre's External Areas

- 13.6 All cleansing operations shall be carried out in accordance with the "Code of Practice on Litter and Refuse" published by the Department for Environment, Food and Rural Affairs, April 2006 or its succeeding publications. The Code sets out a grading system for assessing cleanliness standards as follows:

- (a) no litter or refuse;
 - (b) predominantly free of litter and refuse apart from some small items;
 - (c) widespread distribution of litter and refuse with minor accumulations;
 - (d) heavily littered with significant accumulations; and
 - (e) cleanliness is measured in terms of the absence or presence of litter and detritus taken together.
- 13.7 Grading standards to be delivered for the various service delivery areas are defined in the Service Standards. Exceptions to obligations are:
- (a) the Client may suspend the obligations in the event of severe adverse weather conditions; and
 - (b) the obligations are suspended on Christmas Day.
- 13.8 **Cleansing** means doing all of the following:
- (a) sweeping to remove litter, detritus, debris, loose chippings, animal faeces, leaf fall, blossom, dead animals and any other materials fouling such areas;
 - (b) recovery of dry recyclable materials from litter;
 - (c) removal of unwanted vegetation;
 - (d) jet washing pavements;
 - (e) removing gum from pavements;
 - (f) removing debris following road accidents including the provision and application of sand or oil dispersants as required to ensure the cleanliness and safety of the affected area;
 - (g) removing all fly posting including commercial advertising signs and any plastic straps;
 - (h) removing any litter placed in salt bins or planters;
 - (i) emptying and cleaning litter bins such that they do not exceed 75% full at any time, together with the removal of any rubbish deposited around litter bins;
 - (j) emptying and cleaning gullies; and
 - (k) cleaning dust from external wood façade louvres.
- 13.9 For the avoidance of doubt, for the purposes of this Agreement litter picking alone is not deemed to constitute cleansing.
- 13.10 The Operator's up to date operational plans shall be lodged with the Client no later than 2 months before the start of each Contract Year and shall detail the current deployment of the following services:
- (a) manual sweeping – day;

- (b) litter bin emptying – day, evening and night; and
- (c) gully cleansing – day.

Car Park entrance road, Car Park and Footpath Sweeping

- 13.11 The Operator may deploy manual sweeping, pedestrian operated mechanical sweepers, and/or mechanical suction sweeping vehicles to remove items of litter, detritus, loose chippings, dog faeces, light accident debris, or any other materials. The Operator should ensure an adequate system of dust control on the vehicle and sufficient water levels should be maintained in the spray nozzles.

Gully Cleansing

- 13.12 The Operator shall clean each gully twice a year at intervals of around six months.
- 13.13 The Operator shall limit gully cleansing to normal working hours.
- 13.14 The Operator shall report details of any gully that remains blocked after the cleansing operation, together with details of any damaged gully, gratings to the Client at the end of the Working Day.
- 13.15 Where the Operator cannot gain access to a gully to clean it mechanically, the Operator may use scoops and may place the contents in a suitable receptacle for disposal.

Litter Bins

- 13.16 The Operator shall ensure that all litterbins are emptied at a frequency that ensures they do not exceed 75% full at any time. The Operator shall ensure that litter bins are emptied as required throughout every day of the year that the London Aquatics Centre is open to the public, and shall wash, replace and relocate litterbins as required.
- 13.17 The Operator shall thoroughly cleanse all litterbins at least twice a year.
- 13.18 The Operator shall ensure that litterbin cleansing comprises pressure washing using a suitable detergent to remove any dirt or deposits from the internal and external surfaces of both the holder and the liner. The Operator or their Sub-Contractor shall only undertake litterbin cleansing at their local maintenance depot or area and never in the London Aquatics Centre.

Chewing Gum and Grease Deposit Removal

- 13.19 The Operator shall remove chewing gum and grease deposits from floors, so far as possible returning the floors to their original condition.
- 13.20 The Operator shall submit proposals and cleaning frequency to the Client following three (3) months' experience of London Aquatics Centre usage. The Operator shall include in its Service Delivery Plan proposals for:
- (a) ensuring the health and Safety of Users of the London Aquatics Centre during operations, and protecting them from spray; and
 - (b) minimising damage to paving slabs and grouting.

Graffiti – Protection and Removal

- 13.21 The Operator shall ensure that all graffiti protection and removal operations are carried out in accordance with the "Code of Practice on Litter and Refuse" published by the Department for Environment, Food and Rural Affairs, April 2006 or its succeeding publications.
- 13.22 The Operator shall ensure that products for graffiti removal shall be nontoxic and biodegradable.
- 13.23 The Operator shall propose for the Client's consideration and shall implement methods and products for prevention of graffiti and or protection of surfaces of the external and internal areas of the London Aquatics Centre.

14 Pest Control Services

Description

- 14.1 The Operator shall provide a comprehensive, preventative, reactive and on-call pest control provision, using personnel who are fully trained, qualified and able to provide the required services and informed practical advice within the London Aquatics Centre.
- 14.2 The key objectives of the pest control Service are to:
- (a) provide the London Aquatics Centre with an effective, fully-managed Pest Control Service;
 - (b) deliver comprehensive coverage of the London Aquatics Centre; and
 - (c) ensure that effective and economic pest control measures are implemented.

Scope

- 14.3 The Operator shall provide a system of pest control management and is responsible for the provision of all manpower, equipment and materials required to provide an efficient and effective service.
- 14.4 Types of pests that might be expected include:
- (a) flies, cockroaches, millipedes;
 - (b) stored product insects such as moths;
 - (c) lice, mites, silverfish, ants and fleas;
 - (d) bees, hornets, wasps;
 - (e) rodents including: *Rattus Norvegicus* (common, brown or Norway rat); *Rattus Rattus* (ship or black rat); *Mus domesticus* (house mouse);
 - (f) birds, including feral pigeons.
- 14.5 The Operator shall deliver the services in accordance with recognised Best Industry Standards and with all Applicable Law and quality standards.

- 14.6 The Operator shall undertake all work in a safe and cost effective manner that maximises availability of the London Aquatics Centres and reduces to an absolute minimum the risk in terms of safety, food hygiene and damage to land, buildings, etc. from pest infestation.
- 14.7 The Operator shall provide safe and efficient methods of catching, destroying and safely disposing of pests adopting safe and humane procedures in all instances.

Service Requirements – Use of Chemicals

- 14.8 The Operator is expected to use chemical treatments only with the Client's consent and where other forms of prevention are ineffective in controlling pests. The Operator shall ensure the use of chemicals, including pesticides, are strictly controlled and monitored and fully comply with COSHH requirements – records of their use must be available for inspection by the Client and other authorised organisations/personnel.
- 14.9 If the Operator wishes to use any other form of chemical product for pest control, which has not been approved by the Client, it must first obtain written authority prior to use. In all cases, no chemicals shall be used by the Operator that may come into contact with Operator Personnel except where necessary to use the chemical product in line with the product instructions, Users and the general public directly or indirectly. The Operator shall ensure all insect and rodent control systems shall be tamper resistant.

Service Standards

- 14.10 The Operator shall comply with this Specification at all times and to meet reactive response times set out in paragraph 3.49 of this Part 11.

15 Lifecycle Services

Description

- 15.1 The Operator is required to deliver the Lifecycle asset replacement and refurbishment for the London Aquatics Centre (the only exception being the Roof Structure in accordance with clause 12 (Lifecycle Maintenance)).
- 15.2 The Operator shall use the asset condition information to determine their schedule of Lifecycle requirement for the Term and provide the Client with a full lifecycle works programme during the mobilisation stage.
- 15.3 On an annual basis the Operator shall provide a schedule of lifecycle works for the London Aquatics Centre for review with the Client. The Operator shall be responsible for the procurement, project management and delivery of those project works ensuring all Health and Safety and compliance process are followed.

16 Sustainability Coordination

Description

- 16.1 The Operator shall be required to assist the Client in delivering, monitoring and reporting its performance against the Client's sustainability strategy (including how the London Aquatics Centre performance contributes toward Climate Change improvements, achieving "net zero carbon by 2030" and other Environmental initiatives). This is further outlined in Appendix 9 of this Schedule.

Scope

- 16.2 The Operator shall provide a sustainability coordination service to support the Client's sustainability policies and commitments, and objectives across the specified building(s) and Infrastructure including:
- (a) ensuring all maintenance activities are carried out in accordance with the Client's sustainability policies and with Best Industry Standards;
 - (b) oversight of activities of other contractors and organisations working on the Services, including provision of advice;
 - (c) monitoring and reporting of the Operator's own sustainability performance and that of other contractors and organisations working on behalf of the Operator; and
 - (d) ensuring that the Operator and each Operator Party complies with all Applicable Law and industry best practice requirements.
- 16.3 The Operator acknowledges that the Operator's overview and coordination role will not relieve any other contractor or organisation of their statutory duties or other obligations.

Sustainable Practices

- 16.4 The Operator shall adopt good sustainable practices at all times during the Term in the following areas:
- (a) emissions;
 - (b) climate change adaption;
 - (c) water usage;
 - (d) materials selection;
 - (e) horticulture;
 - (f) education terms of staff training and information provided to visitors and users;
 - (g) waste reduction; and
 - (h) energy usage.

Energy

- 16.5 The Operator acknowledges that the Client as a functional body of the Mayor of London has set a target to achieve net zero carbon by 2030 across all its operations, and to work with its supply chain to support this ambition across London.
- 16.6 Upon entering into this Agreement, the Operator shall adopt the Client's net zero carbon by 2030 target and develop and ensure its sustainability strategy and action plan provides a clear pathway for achieving energy and carbon emissions reduction in line with the Client's net zero carbon by 2030 commitments and objectives.

- 16.7 The Operator shall monitor and report at an agreed schedule (see paragraphs 16.27 to 16.30 (Monitoring and Reporting) in Part 11 of this Schedule) on the energy and fuels used in the performance of this Agreement and work towards reducing energy usage and emissions throughout the Term.
- 16.8 Where appropriate, the Operator shall take up collaborative opportunities with the Client, local businesses, and other organisations to explore innovative solutions for the reduction of energy and emissions from operations.
- 16.9 The Operator shall ensure that any new plant and equipment operated in delivering the Services complies with the best current standards of energy efficiency in use and employ best practice in the selection of equipment used under this Agreement and their operation and maintenance, to achieve reductions in operational emissions intensity across all energy usage activities in the management of the London Aquatics Centre.

Water Usage

- 16.10 The Operator shall minimise overall water demand, increase efficiency of water use and minimise potable water use where possible through innovation and best practice throughout the Term.
- 16.11 All irrigation to be drip irrigation using potable water through the existing irrigation system.
- 16.12 Where alternatives to potable water use are made available for irrigation, (utilising rainwater or recycled water for example), and water efficiency, the Operator shall work with the Client to consider connection to such systems or sources to reduce potable water use.
- 16.13 No later than 60 Business Days after the Effective Date, and every 30 days thereafter the Operator shall provide the Client with a summary water usage report in relation to the previous month.
- 16.14 Upon the anniversary of the Effective Date, and every anniversary thereafter, the Operator shall provide the Client with an Annual Water Usage report conducted pursuant to paragraph 16.15 of this Part 11.
- 16.15 Each report provided by the Operator in accordance with this paragraph 16.15 of this Part 11 (**Annual Water Usage Report**) shall contain at least the following information alongside, where appropriate, supporting commentary and verification from the provider of the relevant audit of water usage carried out in accordance with Best Industry Standards (**Water Audit**):
- (a) the total water usage of the Operator over the past 12 months, as recorded in the most recently conducted Water Audit.
 - (b) a comparison of the Operator's total water usage recorded pursuant to paragraph 16.13 of this Part 11 against the water usage for the previous 12-month period.
 - (c) a comparison of the Operator's total water usage recorded pursuant to the paragraph 16.15 of this Part 11 against the Target Water Consumption for the relevant period, alongside a qualitative analysis, if applicable, of why the total water usage exceeded the Target Water Consumption for the relevant period.
 - (d) what measures the Operator shall take to ensure that its water use for the following 12-month period will be equal to or less than the Proposed Target Water Use; and

- (e) if applicable, information surrounding water use by the Operator in areas that are recognised as being prone to drought or other issues arising due to water scarcity, and any proposed actions to mitigate the Operator's impact on water scarcity in those areas.

Emissions

- 16.16 The Operator shall use equipment and machinery that will reduce emissions from non-transport sources, including by phasing out the use of fossil fuels.
- 16.17 The Operator and any Operator Party shall ensure that all Non-Road Mobile Machinery (**NRMM**) used to provide the service meets the relevant emission requirements of the GLA's NRMM Low Emission Zone, as set out in the Mayor's London Environment Strategy (Policy 4.2.3). Further information may be found in guidance published by the GLA.
- 16.18 The Operator shall demonstrate compliance with the NRMM Low Emission Zone by following the GLA guidance and using the GLA's NRMM register to log all applicable NRMM used to provide the service.

Materials

- 16.19 The Operator shall (where appropriate) adopt a more circular economy approach to delivering relevant aspects of the Service to improve resource efficiency and reduce the embodied carbon from operations, including by considering supply chains that are local and environmentally and socially responsible, and the embodied carbon attributed to specific materials and products.
- 16.20 The Operator shall set out measures to be taken to reduce the environmental impact of materials used in the performance of the Operator's obligations under this Agreement, including by ensuring relevant materials and products used are:
 - (a) non-hazardous;
 - (b) reused, refurbished, or recycled;
 - (c) recyclable;
 - (d) from renewable sources;
 - (e) low(er) embodied carbon content;
 - (f) low(er) carbon footprint;
 - (g) low(er) water footprint;
 - (h) designed to minimise the use of packaging.
- 16.21 The Operator shall ensure that all timber used under this Agreement will be legally sourced and from certified sustainable sources, including from schemes including Forestry Stewardship Council (**FSC**); and Programme for the Endorsement of Forest Certification (**PEFC**).

Resilience and Climate Change

- 16.22 The Operator shall consider climate risks as described in the Client Understanding Climate Risk Report, including physical risks, transitional risks, reputational risks, and any related impacts

identified through ongoing scenario analysis, and will work with the Client to monitor and manage these risks throughout the duration of the contract.

16.23 The Parties agree to work together to:

- (a) identify and implement opportunities to reduce the GHG emissions relating to the agreement;
- (b) incorporate environmental performance and GHG emissions reduction targets into the agreement and where possible, and to involve other parties related to the contract in such emissions reductions; and
- (c) measure and report against environmental sustainability targets relating to the contract.

16.24 If having considered the risks summarised in paragraph 16.22 of this Part 11 the Parties conclude that there are significant climate risks present in the contract they will, as a condition precedent or condition subsequent, agree a plan to mitigate the risks identified.

Management Requirements

16.25 The Operator shall develop and implement an environmental management plan certified to BS EN ISO14001 by UKAS or similarly accredited body including sustainability monitoring system for the London Aquatics Centre incorporating the Operator's outline proposals submitted with its tender (**Environmental Management Plan (EMP)**).

16.26 The Operator shall include the following in the EMP:

- (a) environmental or sustainability requirements and activities to be undertaken;
- (b) environmental aspects and impacts of those activities including but not limited to:
 - (i) energy,
 - (ii) water, and
 - (iii) waste;
- (c) mitigation procedures for identified environmental impacts; and
- (d) roles and responsibilities of appropriately qualified Operator Personnel involved in and accountable for implementing the EMP.

Monitoring and Reporting

16.27 The Operator acknowledges that the Environmental Monitoring System must align with the Client's sustainability strategy and environmental commitments and shall be subject to regular review, continual improvement, and appropriate updates.

16.28 The Operator acknowledges that the inspection regime will be determined and prioritised by the relevant KPIs as set out in Schedule 5 (KPIs).

- 16.29 The Operator shall undertake and regularly review all performance assessments (at a frequency determined by the Client's policies and standards) relevant to the operation of the LAC and the delivery of Services, considering the results of auditing and monitoring.
- 16.30 The Operator shall review performance assessments of other contractors and organisations working to deliver the Services for compliance with the Client's policies and standards and for consistency. The Operator acknowledges that this will not relieve such other contractors or organisations from their duties and obligations.

Annual Environmental Report

- 16.31 The Operator shall provide environmental performance monitoring reports in a format and at intervals to be agreed with the Client. The Operator acknowledges that the reporting intervals in this respect are expected to be quarterly and will include total consumption data as measured during the Reporting Period for all environmental aspects as set out in paragraph 16.26 of this Part 11.
- 16.32 The Operator represents and warrants that the content of any environmental performance monitoring reports provided by the Operator to the Client in accordance with this Agreement is in all material respects complete, accurate and not misleading.

Emissions Reporting and Targets

- 16.33 The Operator acknowledges and understands the Client's net zero carbon by 2030 target. Accordingly, the Operator agrees to measure, manage, and report environmental performance in accordance with the provisions of this paragraph 16.33 of this Part 11 and to develop and implement a plan of continual improvement with the objective of achieving net zero carbon by 2030.
- 16.34 The Operator shall measure and calculate the Actual Energy (Heating and Hot Water) Consumption by source and/ or emissions in accordance with the Reporting Standard during each Contract Year.
- 16.35 No later than thirty (30) days following the end of each Contract Year, the Operator shall submit a report to the Client in respect of the 12-month period preceding the Service Commencement Date or the preceding Contract Year (as applicable) (the **Reporting Period**) in such other format as the Client shall specify from time to time which shall include:
- (a) the industry best practices on managing and reducing Actual Energy (Heating and Hot Water) Consumption by source and/ or emissions that the Operator has applied during the Reporting Period.
 - (b) the Actual Energy (Heating and Hot Water) Consumption by source and/or emissions as measured during the Reporting Period.
 - (c) any reduction in the Actual Energy (Heating and Hot Water) Consumption by source and/or emissions for the Reporting Period measured against the total emissions in the Contract Year preceding the Reporting Period (where relevant).
 - (d) the difference (if any) between the Actual Energy (Heating and Hot Water) Consumption and/or emissions for the Reporting Period and the Target Energy (Heating and Hot Water) Consumption by source and/or emissions for that period (where relevant); and

- (e) the steps to be taken by the Operator with a view to achieving, at a minimum, the Target Energy (Heating and Hot Water) Consumption by source and/or emissions, during the current Contract Year (including, but not limited to, any steps taken by the Operator to encourage a reduction in the total emissions emitted and/or Energy use from sources in the Operator's supply or value chain that relate to the Operator's obligations under this agreement).
- 16.36 All utilities and energy meters servicing the London Aquatics Centre will be checked monthly and meter readings taken and uploaded to the Operator's IT systems and/or any other portal or web-based system provided by the Client.
- 16.37 The Operator shall nominate a suitably qualified member of Operator Personnel to act as a liaison officer with the Client to monitor performance against the aims and objectives of the Client's climate change, net zero and sustainability policies and objectives and report on progress in achieving these objectives.

Management Requirements

- 16.38 The Operator shall:
- (a) provide, develop and implement a sustainability monitoring system for the London Aquatics Centre based on the Operator's outline proposals submitted with its tender. The sustainability monitoring system must align with the Client's sustainability strategy and shall be subject to regular review, continual improvement and appropriate updates;
 - (b) undertake and regularly review all performance assessments (at a frequency determined by the Client's policies and standards from time to time) relevant to the operation of the facilities and the delivery of services, taking into account the results of auditing and monitoring. Review performance assessments of other contractors and organisations working in the London Aquatics Centre for compliance with the Client's policies and standards and for consistency. (This will not relieve such other contractors or organisations from their duties and obligations;)
 - (c) plan and implement sustainability performance inspections in the London Aquatics Centre and provide reports and action plans based upon the findings from inspections. Coordinate such inspections and action plans with the Client's, other occupiers' arrangements, and other contractors and organisations where appropriate. Address all the issues identified within the action plan that form part of the Services and advise the Client accordingly of all issues, current status and proposed method of resolution. The inspection regime will be determined and prioritised by the relevant performance assessments;
 - (d) provide performance monitoring reports in a format and at intervals to be agreed with the Client. (Reporting intervals for this aspect are expected to be quarterly); and
 - (e) provide appropriate information, instruction, training and supervision, for all Operator Parties and Users, as a result of any changes to the Services or the London Aquatics Centre.

Service Standards

16.39 The Operator shall comply with the Service Standards at all times. The sustainability KPI (forming part of Schedule 5 (KPIs)) will be based on Energy, Water and Waste reductions.

16A Energy Consultant and BMS Expert

16A.1 Without prejudice to paragraph 16 of Part 11 of this Schedule, the Operator shall:

- (a) appoint an energy consultant to undertake a more detailed review of energy saving opportunities, particularly relating to any possible technology-based improvements; and
- (b) appoint a BMS expert to undertake a full investigation / audit of the current BMS system and determine / recommend opportunities for improvement (in collaboration with the energy consultant).

16B Carbon Reduction Coordinator

16B.1 Without prejudice to paragraph 16 of Part 11 of this Schedule, the Operator shall appoint a site-based Carbon Reduction Coordinator to administer day-to-day performance, deliver engagement sessions and develop Energy Action Plans within the venue, in each case throughout the Term.

16C Site Consumption Monitoring

16C.1 Without prejudice to paragraph 16 of Part 11 of this Schedule, the Operator shall undertake comprehensive monitoring / reporting of site consumption via a suitable IT energy management platform to enable intervention into any area that offers opportunity for improvement.

16D Energy and Environmental Action Plan

16D.1 Without prejudice to paragraph 16 of Part 11 of this Schedule, the Operator shall implement an Energy & Environmental Action Plan directly aligned to a net zero 2030 strategy and ISO 14001 practices.

17 Car Park and other Transport Facilities

Description

17.1 The Operator shall manage the operation of the Car Park, including 111 spaces, plus 14 Blue Badge bays, including any applicable payment procedures, infrastructure and enforcement.

17.2 To support sustainable transport measures the London Aquatics Centre is well connected by public transport and a bus drop off point is located close to the London Aquatics Centre on Pool Street. Cycle racks and The Mayor of London's cycle hire scheme also operates from the Park adjacent to the London Aquatics Centre. The Operator shall ensure these options are actively promoted to Users, Operator Personnel and event audiences. The Operator shall have a strategy linked to sustainability and Green Transport Plans, encouraging all Users to use alternative transport means.

17.3 Planning Obligations state:

- (a) in compliance with planning obligations the Operator shall implement an annual travel plan with aim to reduce car dependency to lower than 5% of Users of the London Aquatics Centre and at all times below 10%. The Operator should also carry out annual User travel plan surveys to monitor use of sustainable transport measures and actively promote these to Users/visitors; and
 - (b) the Car Park is for use by patrons of the London Aquatics Centre only; the Operator shall implement procedures that deter use by others.
- 17.4 The Operator shall set Car Park prices in accordance with top prices of 4GB local authority car parks directly attached to leisure centres and propose these as part of the annual pricing review. Blue Badge parking will not be charged and access shall be provided to marked Blue Badge Bay for all Users showing and displaying the appropriate identification. The Blue Badge parking facility at the London Aquatics Centre may also be used by general visitors to the Park provided that they have a Blue Badge.
- 17.5 The Operator shall operate the Car Park to the standards set by the British Parking Association.
- 17.6 The Operator shall clearly display in the Car Park as well as at the London Aquatics Centre, the Car Park terms and conditions and prices. All prices are inclusive of the prevailing rate of VAT.
- 17.7 Drivers will have 15 minutes to drop off and pick up passengers free of charge before having to pay.
- 17.8 The Operator may apply a reduced rate for members, NGB's, Team GB athletes and key stakeholders. Any concessionary rate should form part of pricing policy agreed with the Client.
- 17.9 The Operator shall collect and bank all of the charges that are collected in respect of the Car Park.
- 17.10 The Operator shall work with the Client to ensure appropriate locations for coach drop of and pick up are identified and the Operator shall support management of this should high volume be anticipated on any given event day.

Scope

- 17.11 The Operator shall manage and provide a pro-active and re-active maintenance service for the equipment that forms part of the Car Park operation which includes:
- (a) barriers (and safety loops);
 - (b) ticket machines;
 - (c) ANPR cameras; and
 - (d) Car Park servers, software and communications links (barriers to servers and external lines for communications).
- 17.12 The parking Services shall be between 0530hrs – 2330hrs Monday – Sunday. Out of these hours management support will need to be facilitated by the Operator. Blue Badge parking must be available at all times.
- 17.13 The Operator shall supply the following resources and requirements in relation to the Car Park:

- (a) enforcement officers;
- (b) transport Officers;
- (c) supervisors and management; and
- (d) contract admin support including cash handling.

Service Requirements

17.14 The Operator shall:

- (a) manage and maintain a system to ensure that patrons are able to park and pay for parking and the planning obligations are observed;
- (b) provide and maintain parking enforcement signage, in compliance with Parking on Private Land Act (**POPLA**) and the British Parking Association (**BPA**) at each location to ensure accredited access only;
- (c) provide and maintain a suitable agreed patrol plan for the Car Park;
- (d) provide monthly reports as part of the monthly management report PCN's issued by location and reason;
- (e) ensure equipment provided by the Client is kept in good repair be responsible for any damage/loss and Beyond Economic Repair damage;
- (f) provide assistance to Users using the Car Park;
- (g) ensure that the Car Park is used in accordance with London Aquatics Centre spaces and that maximum number of vehicles never exceeds those limits. Ensure that Users that park vehicles outside of the marked bays without permission receive a PCN;
- (h) inspect the Car Park at least twice daily. A record of all inspections and checks shall be maintained by the Operator and made available to the Client on request;
- (i) monitor CCTV footage for the Car Park;
- (j) record and respond to all health & safety incidents and first aid requirements relating to the Car Park during operational hours;
- (k) make the Client aware of any requests for use of the Car Park for private or commercial use or uses for anything other than its intended purpose of providing the Car Park for the Users. The Client will determine at their sole discretion such permissions and the relevant charging which should be applied;
- (l) provide an emergency call out service to repair any faulty equipment for which the Operator is responsible;
- (m) provide a call out service for removal of abandoned vehicles; and
- (n) liaise with and facilitate the Client's press team requests for media personnel parking at no charge.

- 17.15 The Security Services Provider will provide as part of the monthly management report a section solely on the Car Park including the following:
- (a) number of vehicles parked;
 - (b) daily Car Park capacity;
 - (c) Penalty Charge Notices (**PCN**) issued; and
 - (d) number of incidents, including vehicle removal and any health and Safety issues.
- 17.16 The Security Services Provider shall be responsible for all legal fees or any other costs associated with claim/handling or issuing of PCNs.
- 17.17 Car parks are for Users of the London Aquatics Centre only and with the exception of blue badge holders and the Client/QEOP parking permits.

Planned Service

- 17.18 The Operator shall develop the plan for managing the Car Park and deliver this to the Client for the Client's approval two (2) months before the Service Commencement Date.

Interruption to Car Park operation

- 17.19 The Client will ensure that the Car Park is available to Users of the London Aquatics Centre at all times during operating hours but may occasionally require the Operator to close the Car Park because of (a) planned or emergency road or utility works on access roads (b) event related road closures.
- 17.20 During the Term the Client anticipates redeveloping land adjoining the London Aquatics Centre to provide new neighbourhood housing. During the construction period, the Client reserves the right to close or partially close the Car Park facility at the London Aquatics Centre in accordance with and subject to the provisions of clauses 10.27 to 10.36 (Car Park Reconfiguration).

18 Waste Management

Description

- 18.1 The Operator shall establish a waste management service to ensure that litter, refuse and waste throughout the London Aquatics Centre is collected, managed and disposed of in the most environmentally acceptable way.
- 18.2 The Operator shall develop and adopt a waste management strategy and action plan to ensure the Waste Management Service complies with the London Mayor's vision that "London will be a zero waste city, supporting the use of local waste sites and promoting a circular approach to waste management" and shall be delivered in accordance with all Applicable Law and the Client's Environmental Policy and waste management targets.
- 18.3 The Operator shall perform the Waste Management Service to comply with meeting the following targets:
- (a) zero waste to landfill by 2030;

- (b) zero biodegradable or recyclable waste to landfill by 2026;
- (c) 65% of waste recycled by 2030;
- (d) 75% of business waste recycled by 2030; and
- (e) recycling facilities in all public areas.

18.4 The Operator shall use all reasonable endeavours to maximise the reclamation of dry recyclable material from collected waste, and shall use reasonable endeavours to ensure green waste, together with street sweepings and gully wastes and food wastes are integrated into on-site or off-site composting, together with any bio-degradable waste arising.

18.5 The Operator shall dispose of all waste collected at recycling and waste transfer stations as agreed with the Client.

Scope

18.6 The Operator shall manage the waste and refuse on and around the following areas on a day to day basis and including after events:

- (a) arising from external areas litter;
- (b) refuse and waste from the London Aquatics Centre;
- (c) refuse and waste from catering operations;
- (d) refuse and waste from commercial operations; and
- (e) refuse and waste from events.

Service Requirements – Planned service

18.7 The Operator shall develop the plan for the Waste Management service and deliver this to the Client for the Client's approval two (2) months prior to the Service Commencement Date.

18.8 The Operator shall retain documentation for waste removal where required to demonstrate compliance with duty of care by the Client and as required for environmental reporting.

18A Landfill and Recycling

18A.1 Without prejudice to paragraph 18.3 of Part 11 of this Schedule, the Operator shall achieve:

- (a) 100% landfill diversion with collected materials processed for recycling or turning into alternative energy sources; and
- (b) a minimum recycling rate of 35% by the end of Contract Year 1.

18B Asset Management System

18B.1 Without prejudice to Part 11 of the Specification, the Operator shall:

- (a) implement appropriate ICT Asset Management System and CAFM system to administer the asset management tasks set out in the Services Specification. The CAFM system

should be accessible via any authorised internet enabled PC, laptop, tablet or smart phone with access to live information and reports provided to LLDC enabling Client remote access;

- (b) maintain the highest standards, installations/systems will be subjected to the criteria set by CIBSE, B&ES, IET, BSRIA, IWFM, PWTAG, Sport England, British Standards Codes of Practice (BSCoP) and Quest – Operations, Maintenance and Equipment standards;
- (c) ensure that its H&S Audits include scrutiny of all statutory asset management items; identifying for example any time missed or overdue PPM tasks to form the basis for any Action Plans, address performance failings and track service improvement;
- (d) ensure that Maintenance, Cleaning and H&S regimes will be routinely audited for compliance by their appointed HS&Q Managers, Technical Managers and external assessors;
- (e) shall make PPM Schedules available for Client inspection at any time; and
- (f) undertake daily maintenance, and inspections will be undertaken and logged via hand-held, pre-programmed CAFM tablet devices, used by fully trained Operations Managers, Duty Managers, Fitness Motivators, Lifeguards and Maintenance staff. This should encompass all building environment checks (ventilation, lighting, heating, etc.) pool water quality tests, equipment inspections, cleaning checks, building opening and closing checks, accident / safeguarding reporting, etc.

19 Staff and Employment

19.1 The General Obligation table below describes the Operator Personnel and employment requirements of the Client which must be delivered by the Operator and any Operator Party.

General Obligation Schedule

General Obligations	This part sets out the Client's aims, objectives, and the governance requirements in relation to the delivery of the Client's Socio-Economic Policy.
Agreement aims	The Client is committed to ensuring that this Agreement makes significant contribution to delivering inclusive growth in east London. The Client aims to use the Agreement to deliver social and economic benefits for the communities and businesses in and around QEOP.
Summary of the Client's objectives	The Client seeks to deliver the objectives through the Agreement set out in the Socio-Economic Policy.
Client's requirements	The Operator shall: <ul style="list-style-type: none"> • nominate a suitably qualified member of Operator Personnel to act as a liaison officer who is responsible for managing recruitment (including sharing vacancies and workforce requirements) between the Operator, its supply chain, the Client and employment and training providers in the 4GB, as identified by the Client;

- actively work with the Client on the identification, creation and recruitment of Operator Personnel opportunities created through the works
- ensure that recruitment for Operator Personnel must, in the first instance, be considered from the Client's priority groups, namely:
 - local residents from any of the following boroughs: Newham, Tower Hamlets, Waltham Forest of Hackney; and
 - where possible from an under-represented group namely, women, disabled or of minority ethnic background;
- adopt a whole supply chain approach whereby the Operator commits to ensuring (contractually and operationally) that supply chain Sub-Contractors engaged in the delivery of services actively prioritise the delivery and reporting of jobs and apprenticeships for local people and under-represented groups through this Agreement;
- ensure that it maximises employment opportunities for the Client's priority groups by:
 - notifying the Client of relevant recruitment opportunities and vacancies within the Operator's or their supply chain Sub-Contractors' workforces; and
 - committing to best endeavours to achieve the minimum targets below and work towards the achievement of the stretch targets as part of the Operator Personnel by the beginning of the third year of the contracted period:

Category	Min %	Stretch %
% of the overall workforce that is a permanent resident of the Growth Boroughs of Hackney, Newham, Tower Hamlets, Waltham Forest	55	60
% of the overall workforce that are women	50	55
% of the overall workforce that are formal apprenticeships	6	8
% of the overall workforce that are of a BAME background	45	50
% of the overall workforce that are registered disabled	5	7

- report quarterly to the Client on the make-up of the Operator Personnel, specifically against the groups set out in the targets table above (only Operator Personnel working 16 hours in any one week in a calendar

month need to form part of the workforce target monitoring and reporting);

- report the number of new apprenticeships that are created through the project; and
- commit to developing and providing a workforce that can deliver excellent services and productivity through the provision of appropriate industry-recognised training programmes and qualifications including (but not limited to) working with the Client to deliver specialist skills development initiatives.

The Client is a signatory to the GLA's Responsible Procurement plan and may require, from time to time, the Operator to provide information or data as part of specific requests from the Mayor of London's office.

Fair employment

The Operator and all Operator Parties employ their staff in line with statutory employment legislation (including Equal Opportunities, the EU Working Time Directive and rights to representation). They follow good practice wherever reasonably possible as outlined by (amongst others) the Chartered Institute of Personnel Development, the Trades Union Congress, the Equality and Human Rights Commission, relevant government policy and such other policies as notified by the Client to the Operator from time to time.

Mayor's Good Work Standard

Within sixty (60) days of the Service Commencement Date the Operator shall:

- (a) undertake and complete the Good Work Standard self-assessment at the following website:

<https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard#acc-i-54389>

and

- (b) submit the results of the self-assessment to the Client together with a SMART Action Plan outlining the activities the Operator proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.

The Operator shall take into account any comments or recommendations made by the Client in respect of the Operator's proposed SMART Action Plan and the parties will agree (or failing such agreement the Client will determine) the final content of the SMART Action Plan within ninety (90) days of the Service Commencement Date. For the purposes of this Agreement the expression "Agreed SMART Action Plan" means the SMART action plan agreed or determined in accordance with the provisions of this paragraph A32.5 of this Part 11 (**Mayor's Good Work Standard**).

	<p>6. Workforce Integration Network (WIN) Inclusive employers toolkit:</p> <p>The Operator shall, within 60 days of the contract commencement adopt the "commitment" actions in the inclusive employers toolkit, particularly the toolkit's focus on supporting under-represented groups into the workplace.</p> <p>Zero-hour contracts:</p> <p>The Operator and all Operator Parties employ their staff in line with the Mayor of London's guidance on the non-exploitative use of zero hours contracts (ZHC) including that staff employed on ZHCs are not:</p> <ul style="list-style-type: none"> • Prevented from accepting work with other employers even at times when not required by the main employer, which is prohibited by law, • Subject to the cancellation of shifts or hours at short notice without payment (a reasonable definition may be under 24 hours' notice), • Being expected to be always available 24/7 or at very short notice outside of regular working hours and • Misinformed of their rights, allowing a belief to persist that ZHC employees have no statutory rights, or a lack of clarity in advertising about the nature of the ZHC – where ZHC are advertised they are clear that hours are not guaranteed. <p>The Client reserves the right to audit the Operator's adherence and compliance to the specified Zero-hour contracts standards.</p> <p>Trade Unions</p> <p>The Operator and Operator Parties of any tier work with the Client to attain trade unions recognition and/or employee representation, the availability of facilities and time for normal trades union activities, trades union and worker representation and under the WRAs jointly agreed mechanism, consultation and dispute resolution procedures.</p>
Supply chain data collection	<p>1 Supply Chain Data Collection</p> <p>2 To assess the economic impact of its interventions, the Client requires the Operator to monitor its supply chain and report the value and number of contracts tendered, offered and awarded to SMEs, social enterprises and diverse businesses that are not part of the same group as the Operator.</p> <p>3 The Operator shall nominate a suitably qualified member of Operator Personnel to act as a liaison officer with the Client to monitor performance against the aims and objectives of the Client's socio-economic policy and report on supply chain contract awards.</p>

	<p>4 Where appropriate, the Operator shall be required to request the following supplier diversity monitoring information:</p> <ul style="list-style-type: none"> (a) Supplier ethnicity (b) Details of supplier's disability (c) Details of ownership (esp. gender) <p>subject to compliance with Data Protection Legislation. The Operator shall be required to provide open access to sub-contracts subject to compliance with Data Protection Legislation, to collate supplier diversity monitoring information and use reasonable endeavours to ensure Sub-contractors' compliance with equality and diversity legislation.</p> <p>5 The Operator shall be required to provide open access to Sub-contracts, to collate supplier diversity monitoring information and use reasonable endeavours to ensure Sub-contractors' compliance with equality and diversity legislation.</p> <p>6 In order to support the delivery of key Mayor of London and Client priorities for economic development, work with the Client to identify contracts that SMEs, social enterprises and diverse businesses (in particular from the 4GB neighbouring QEOP) are able to bid for.</p>
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London Living Wage

19.2 The Operator acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Client Group ensure that the London Living Wage be paid to anyone engaged by any member of the Client Group who is required to discharge contractual obligations (whether as a direct Developer or a Sub-Contractor (of any tier) of that direct Developer) on the Client's estate in the circumstances set out in paragraph 19.3(a) of this Part 11.

19.3 Without prejudice to any other provision of this Contract, the Operator shall:

- (a) ensure that Operator Personnel and procure that the employees of Operator Parties engaged in the provision of the Services:
 - (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year;
 - (ii) on the Client's estate including (without limitation) the London Aquatics Centre and land owned or occupied by the Client; and
 - (iii) be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
- (b) ensure that none of:
 - (i) its Operator Personnel; nor

(ii) the employees of Operator Parties;

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

(c) provide to the Client such information concerning the London Living Wage as the Client or its nominees may reasonably require from time to time;

(d) disseminate on behalf of the Client to:

(i) its Operator Personnel; and

(ii) the employees of Operator Parties;

engaged in the provision of the Services such perception questionnaires as the Client may reasonably require from time to time and promptly collate and return to the Client responses to such questionnaires; and

(e) co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

19.4 For the avoidance of doubt the Operator shall:

(a) implement the annual increase in the rate of the London Living Wage; and

(b) procure that Operator Parties implement the annual increase in the rate of the London Living Wage;

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

19.5 The Client reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Operator Personnel and any Operator Party.

19.6 Any breach by the Operator of the provisions of this paragraph 19 of this Part 11 shall be treated as a material breach capable of remedy in accordance with clause 32 (Termination).

Staffing competency

19.7 The Operator shall ensure that its directly employed staff and its Sub-Contractors have the appropriate skills, qualifications, competencies and experience necessary to undertake the Services as specified herein and in accordance with the requirements of all relevant professional bodies and institutes.

Dress Code

19.8 The Operator shall ensure that all Operator Personnel and Operator Parties conform at all times to the dress code policy of the Client as notified by the Client to the Operator from time to time.

19.9 The Operator shall be required to:

(a) provide appropriate uniform for all Operator Personnel commensurate with their working duties accounting for gender specific and religious requirements;

- (b) ensure all Operator Personnel have a name badge, which must be worn at all, times whilst on duty;
- (c) ensure Operator Personnel have a professional image whereby uniform is clean, ironed and kept in good condition; and
- (d) ensure that Operator Parties and suppliers conform at all times to the dress code policy.

Accessibility and Inclusion

- 19.10 The Client is committed to the legacy of the Paralympic Games and promoting accessibility throughout the Park and its venues.
- 19.11 Paragraphs 19.12 to 19.14 describe the accessibility and inclusion requirements of the Client. The Operator acknowledges that all requirements in paragraphs 19.12 to 19.14 relate equally to the Operator and any Sub-Contractor where relevant.
- 19.12 The Operator shall (and shall procure that Sub-Contractors shall) support the Client in discharging its duties under the Equality Act 2010 by implementation of the Client's Equality and Inclusion Policy and Inclusive Design Strategy (which have been provided to the Operator via the Data Room).
- 19.13 The Operator shall (and shall procure that Sub-Contractors shall) adhere to the standards set out in the Client's Inclusive Design Standards (as amended and updated by the Client from time to time) established by the London 2012 Olympic and Paralympic Games.
- 19.14 The Operator shall (and shall procure that Sub-Contractors shall):
- (a) establish an accessibility and inclusion strategy and work plan that is reviewed and reported upon regularly by the Operator and Sub-Contractor (where relevant). The Operator shall share such strategy and work plan with the Client, and the Client may from time to time request evidence of how the Operator is making progress towards the delivery of the same and require the Operator to share good practice with other Park operators and employers;
 - (b) nominate a suitably qualified individual who is responsible for liaison with the Client on matters relating to accessibility and inclusion;
 - (c) train employees, staff, other workers, agents and consultants engaged in the provision of the Services or in meeting the obligations of the Operator from time to time on equality and disability awareness;
 - (d) promote a diverse workforce and undertake equality monitoring across all strands (including age, disability, faith, gender, race and sexual orientation) for staff and potential staff at all stages of employment including: applicants, shortlisted candidates, appointments, promotion, training, harassment, discipline and exit. The Operator shall investigate and address any issues of discrimination promptly;
 - (e) take proactive steps to ensure the operational decisions taken in relation to performance of the Services enhance or maintain (rather than reduce) the physical accessibility of the London Aquatics Centre to disabled people and other mobility impaired individuals;

- (f) take proactive steps to ensure the operational decisions taken in relation to the performance of the Services ensure an accessible, welcoming and safe environment for Users;
- (g) use its best endeavours to ensure supply chain opportunities are openly accessible to diverse businesses; and
- (h) actively seek feedback, monitor usage and report any specific issues disproportionately raised by equality groups regarding the performance of the Services and/or operation of this Agreement.

19A Employment and Skills Plan

19A.1 Without prejudice to paragraph 19 of Part 11 of the Specification, the Operator shall develop and implement an Employment and Skills Plan in relation to the LAC to ensure that the following objectives are met:

- (a) employing local people across leisure services through new job opportunities and increased activity;
- (b) supporting the local economy by recruiting and developing residents;
- (c) providing Educational opportunities through training/development, apprentice schemes etc;
- (d) creating a positive, progressive working environment for all employees: development of a culture in which colleagues are nurtured through personal and professional development;
- (e) providing a working environment that encourages personal health and wellbeing: including flexible working, colleague incentives/benefits that offer free facility use, cycle to work schemes etc;
- (f) targeting 75% of the workforce being local and from East London;
- (g) recruiting 5 NEET employees each year;
- (h) recruiting 2 16-25 year old care leavers each year;
- (i) recruiting 5 disabled employees on the contract;
- (j) deliver 6,000 hours of NVQ Level 2,3 or 4 each Contract Year;
- (k) 72 hours devoted to supporting unemployed / young people into work through CV mentoring/mock interviews;
- (l) 72 hours devoted to local schools and college visits to create awareness of training and employment opportunities in the leisure sector through the Go! Schools Network;
- (m) 72 hours devoted to support East Education providing proactive experience into future careers;
- (n) 80 hours devoted to delivering a programme of activities for the East Summer School.

Volume of Apprentices Employed

19A.2 The Operator shall ensure the following targets are consistently achieved during the Term:

- (a) Leisure Team Member Leader Level 2 x 1;
- (b) Apprentice Leisure Duty Management Level 3 x 1;
- (c) Apprentice Customer Service Practitioner Levels 2 / 3 x 1;
- (d) Apprentice Personal Training Level 3 x 1;
- (e) Apprentice Membership Sales Levels 2; and
- (f) 3 x 1 Apprentice SE Aquatics Apprenticeships Level ½ x 1 Apprentice.

19A.3 The Operator shall work towards signing the Race at Work Charter before launching in May 2024, to improve equality of opportunity in the workplace for Black, Asian, Mix Race and other ethnically diverse people - Race - Business in the Community (bitc.org.uk).

Appendix 1

Part A - Essential Service Requirements

Programming (target usage)

The minimum requirements are:

1 The creation and delivery of community and regional sporting events

The Operator shall create and deliver a minimum of 30 community and regional events per year. These include for example galas and regional swimming events. An event must be of at least 3 hours duration and contain either 20 participants or 100 spectators.

2 Community sport

The Operator shall provide the following **minimum hours of operation per week**:

- (a) public access at all times (except during major and mega events) - minimum of 4 lanes of 25m;
- (b) public access to 50m pool - minimum of 4 lanes for 40 hours;
- (c) a range of aquatic exercise sessions - 21 hours;
- (d) parent and child sessions - 14 hours;
- (e) school sessions - 20 hours;
- (f) lessons (including 'Learn to Swim') - 30 hours;
- (g) aquatic session activities (for example these include: Scuba diving, canoeing, specialist health, water polo, family swimming, pool party) - 10 hours;
- (h) aquatic club activities (includes all aquatic activities) - 25 hours;
- (i) disability aquatic session activities - 7 hours;
- (j) disability aquatic club activities - 7 hours;
- (k) women-/men-only sessions - 7 hours;
- (l) school holiday programme - 28 hours during school holidays;
- (m) older people sessions - 7 hours; and
- (n) young people sessions (under 16's) - 7 hours.

3 Sports Development.

The Operator shall provide the following **minimum hours of operation per week**:

- (a) exercise referral - 7 hours; and

- (b) sport development (working with inactive and hard to reach groups) - ten x 30 minute.

4 High Performance Sport

The Operator shall provide the following **minimum hours of operation per week**:

- (a) swimming;
 - (i) water time - 25 hours, 10 sessions, 6 days per week includes Saturdays;
 - (ii) land time - 16 hours;
- (b) disability swimming;
 - (i) water time - 25 hours, 10 sessions, 6 days per week includes Saturdays;
 - (ii) land time - 7 hours;
- (c) diving;
 - (i) water time - 25 hours, 10 sessions, 6 days per week includes Saturdays;
 - (ii) land time - 24 hours; and
- (d) triathlon - 300 hours per year.

5 Non sporting activities

The Operator is permitted to maximise non sporting activities, provided that it complies with the Client's operational requirements and policies and the Service Requirements.

6 Beacon Programme (NUEL Requirements) and regional swimming

The Operator is expected to honour the commitments of the existing SLA and seek to renew this arrangement and work with the partners involved to further develop this initiative and bring in the new emerging universities into the programme.

7 British Swimming Requirements

The Operator shall support the retention of high performance training at the London Aquatics Centre and work closely with British Swimming. The Operator shall fully support bidding and hosting major events approved by the Client and support elite diving and swim squads and athletes.

Sports Development Plan



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Appendix 2

Hours of Operation

Core operating hours for the London Aquatics Centre:

Facility	Opening Time	Closing Time
Pools, gym, studios and dry dive	06.00 (Mon – Sun)	22.30 (Mon – Sun)
Crèche*	09.30 (Mon – Sun)	12.30 (Mon – Sun)
Reception	06.00 (Mon – Sun)	22.00 (Mon – Sun)
Café	07.00 (Mon – Sun)	21.30 (Mon – Sun)
Event Availability	06.00 (Mon – Sun)	23.00 (Mon – Sun)
Online ticketing and booking	24 hour, 365 days per year	Na

*For a minimum of 2 days per week.

- 1 The London Aquatics Centre shall be open 30 minutes prior to first use for access by the office staff, deliveries, waste disposal, maintenance, Sub-Contractors and any other services and outside the core operating hours (as set out in the table above and as detailed in this Appendix 2) when deemed reasonable by the Operator for these services.
- 2 Commercial event set up and breakdown is permitted outside of these hours subject to statutory consents and providing the Park security contractor is informed.
- 3 The London Aquatics Centre shall be open on most public holidays. Restricted hours of operation apply as follows:
 - 3.1 **Christmas Day** - No requirements for the London Aquatics Centre to be open.
 - 3.2 **Christmas Eve / Boxing Day / New Year's Eve** - All facilities within the London Aquatics Centre to be open as per standard opening requirements but can be closed at 17.00 hrs.
 - 3.3 **Other Bank Holidays** - All facilities within the London Aquatics Centre to be open at 10.00 but can be closed at 20.00 hrs.
- 4 The Client can require the Operator to close the London Aquatics Centre in the event of a national emergency or incident of national importance, such as the death of a monarch.

Appendix 3

The Beacon Programme

- 1 A Beacon model for swimming has been established at the London Aquatics Centre.
- 2 The Operator shall be required to maintain and support this Beacon programme and engage with agencies such as University of East London, the 4GB sports development teams, swimming clubs, NGBs and educational partners to deliver "Beacon Model" club sport structure. Engagement will include quarterly meetings and the development and operation of a 3 year action plan. The Beacon Model has been designed by Swim England to produce the foundations around talent identification and development pathways. The Beacon Model requirements shall be reflected in the Service Delivery Plan for the London Aquatics Centre.
- 3 The facilities within the London Aquatics Centre provide the opportunity to deliver a seamless connection between both talent identification and the development pathways. The Operator shall support inter-related tiered structures for development that can be applied to all disciplines for the 'Four Stages of Development'. These are:
 - (a) Participation;
 - (b) Learn to Swim;
 - (c) Talent; and
 - (d) Elite.
- 4 Although these are integrated and have overlaps they will assist in the ambition to deliver:
 - (a) a multi-disciplinary pathway from Learn to Swim/Foundation level through to Performance level and lifelong participation;
 - (b) selected athletes with access to the London Aquatics Centre for enhanced development opportunities, including athlete support services;
 - (c) better swimming teachers and coaches; and
 - (d) a comprehensive programme to deliver the coaching and other educational programmes.

Appendix 4

LAC Service Standards

Building Engineering Service

Service standards

- 1 The Operator shall ensure that, in carrying out the Building Engineering Service, the Venue is maintained in accordance with the manufacturer's recommendations (Operations and Maintenance Manuals, Health and Safety files, guidance documents, etc.), to the standards set out in the Relevant British Standards and/or any other applicable regulations, to the relevant code of practice and in accordance with Best Industry Standards. Where O&M's are not available please refer to SFG20 requirements.

Building Fabric Maintenance Service

- 2 The provision of the Building Fabric Maintenance Service must ensure that the Venue meets the Service Standards set out below at all times during the Term. The Service Standards cover a range of building aspects. For each building aspect, four condition levels have been defined, ranging from 1 – representing an aspect which is in an unacceptable condition to 4 - which is of good appearance and represents a high standard of upkeep.
- 3 These Service Standards are used to define both the minimum standards acceptable and to assess the Operator's delivery against those targets.
- 4 The table below sets out the Service Standard that will apply to each building aspect.
- 5 For the avoidance of doubt, where any Service Standard is the same for any one or more condition level, (e.g. "External walls, cladding and curtain walling" - some minor cavities and cosmetic deterioration of bricks and blocks" is the same standard for condition levels 2 and 3 then the Supplier if it meets this service standard will be deemed to be performing at condition level 3.

Aspects/ Ratings	1	2	3	4
All Aspects				
Building Structures Generally	Building not maintained to be structurally sound and secure. Service ducts not structurally sound and secure, accesses not safe or secured against unauthorised entry. Thermal and acoustic insulation not sound or performing to CIBSE guidelines, Signs of damp. Not maintained sound and	Building generally maintained to be structurally sound and secure. Service ducts generally structurally sound and secure, accesses safe and secured against unauthorised entry. Thermal and acoustic insulation sound and performing to CIBSE guidelines,	Building mostly maintained to be structurally sound and secure. Service ducts mostly structurally sound and secure, accesses safe and secured against unauthorised entry. Thermal and acoustic insulation sound and performing to CIBSE guidelines,	Building maintained to be structurally sound and secure. Service ducts structurally sound and secure, accesses safe and secured against unauthorised entry. Thermal and acoustic insulation sound and performing to CIBSE guidelines, No damp. Maintained sound and secure, free

	secure, free from undue deterioration, breaks in surface and colour loss. Walkways, fire escapes, handrails, balustrades and safety barriers, access ways and ladders not sound and secure, ladders not securely fixed access free from obstruction. Key boxes not intact and in place, or correctly utilised.	No damp. Generally maintained sound and secure, free from undue deterioration, breaks in surface and colour loss. All walkways, fire escapes, handrails, balustrades and safety barriers, access ways and ladders sound and secure, ladders securely fixed access free from obstruction. Key boxes generally intact and in place, generally correctly utilised.	No damp. Mostly maintained sound and secure, free from undue deterioration, breaks in surface and colour loss. All walkways, fire escapes, handrails, balustrades and safety barriers, access ways and ladders sound and secure, ladders securely fixed access free from obstruction. Key boxes mostly intact and in place, mostly correctly utilised.	from undue deterioration, breaks in surface and colour loss. All walkways, fire escapes, handrails, balustrades and safety barriers, access ways and ladders sound and secure, ladders securely fixed access free from obstruction. Key boxes intact and in place, correctly utilised.
External Aspects				
Roofs	Tiles and other roof coverings are incomplete or show signs of damage; or Roof coverings are of untidy appearance; or Accumulation water; or Fittings or installations are not securely attached. Dead Green roof vegetation.	All tiles and other roof coverings are present and intact. Roof coverings show some cosmetic flaws. There is no accumulation of water All fittings and installations are securely attached. Green roof vegetation in poor condition, requiring immediate corrective measures	All tiles and other roof coverings are present and intact. There is no accumulation of water All fittings and installations are securely attached. Some visible cosmetic flaws Green roof vegetation in reasonable condition.	All tiles and other roof coverings are present, intact and undamaged Roof coverings are of tidy appearance There is no accumulation of water All fittings and installations are securely attached and of tidy appearance Green roof vegetation in excellent condition.
External walls, Cladding and Curtain Walling	Significant presence of unfilled cracks; visible damage to curtain walling or cladding; or Significant cavities and/or surface deterioration; or Sealing of wall materials is damaged or incomplete Cladding and curtain walling not maintained in accordance with manufacturers' recommendations.	Minor cracking. No visible damage to curtain walling or cladding. Some minor cavities and cosmetic deterioration of bricks or blocks Sealing of wall materials is damaged or incomplete Cladding and curtain walling maintained in accordance with manufacturers' recommendations.	Minor cracking. No visible damage to curtain walling or cladding. Some minor cavities and cosmetic deterioration of bricks or blocks Sealing of wall materials is sound. Cladding and curtain walling maintained in accordance with manufacturers' recommendations.	No unfilled cracks to be present. No visible damage to curtain walling or cladding. No cavities greater than 12 mm deep to be present due to crumbling surface of bricks or blocks. Sealing of wall materials is sound. Cladding and curtain walling maintained in accordance with manufacturers' recommendations.

External doors	Doors are not soundly mounted in frames; or Frames are not securely mounted to building; or Difficulties in opening/closing doors; or Closing mechanisms are not operational.	Doors are soundly mounted in frames Frames are securely mounted to building. Capable of easy opening. Closing mechanisms fully operational. Poor appearance with flaking paint or other visible signs of damage or deterioration.	Doors are soundly mounted in frames Frames are securely mounted to building. Capable of easy opening. Closing mechanisms fully operational. Doors show some insignificant cosmetic flaws	Doors are soundly mounted in frames Frames are securely mounted to building. Capable of easy opening. Closing mechanisms fully operational. Very tidy appearance with no flaking paint or visible damage.
Windows	Frames are incomplete or poorly fixed Glass is not soundly fixed. Cracked or missing pieces of glass Significant ingress of moisture or foreign materials to sealed double glazed panels. Frames and surrounds are of poor appearance with flaking paint, visible damage or significant deterioration.	Frames are intact, complete and securely fixed Glass is soundly fixed with putty intact. No cracked or missing pieces of glass Sealed double glazed panels are generally free of ingress of moisture or foreign materials. Frames and surrounds are of poor appearance with flaking paint, visible damage or significant deterioration.	Frames are intact, complete and securely fixed Glass is soundly fixed with putty intact. No cracked or missing pieces of glass Sealed double glazed panels are generally free of ingress of moisture or foreign materials. Frames and surrounds show some insignificant damage or cosmetic flaws.	Frames are intact, complete and securely fixed Glass is soundly fixed with putty intact. No cracked or missing pieces of glass Sealed double glazed panels are free of ingress of moisture or foreign materials. Frames and surrounds are of good appearance with no flaking paint or visible damage or deterioration.
Drains, pipes and gutters	Surface and foul drains are not structurally sound. Gutters/ fall pipes are of poor appearance – not clean or hygienic. Metal gutters/fall pipes show significant signs of damage or deterioration – i.e. flaking paint, rust, etc.	All surface and foul drains are structurally sound and generally free of leaks. Gutters/ fall pipes are of poor appearance – not clean or hygienic. Metal gutters/fall pipes show significant signs of damage or deterioration – i.e. flaking paint, rust, etc.	All surface and foul drains are structurally sound and generally free of leaks All gutters/ fall pipes are clean and hygienic, with only cosmetic flaws visible Metal gutters/fall pipes show some cosmetic flaws.	All surface and foul drains are structurally sound to prevent leakage from the drains. All gutters/ fall pipes are of sound appearance and to be clean and hygienic Metal gutters/fall pipes are painted, with no flaking paint, rust or visible damage or deterioration.
Internal Aspects				
Plant rooms, spaces, roof voids	Plant rooms, spaces, roof voids etc. containing plan not kept in clean and tidy conditions.	Plant rooms, spaces, roof voids etc. containing plan generally kept in clean and tidy conditions.	All plant rooms, spaces, roof voids etc. containing plan mostly kept in clean and tidy conditions.	All plant rooms, spaces, roof voids etc. containing plan kept in clean and tidy conditions.

	Equipment or spares not stored tidily or causing obstructions Stored equipment or spares not appropriately labelled.	Equipment or spares generally stored tidily without causing obstructions Stored equipment or spares generally appropriately labelled.	Equipment or spares mostly stored tidily without causing obstructions Stored equipment or spares mostly appropriately labelled.	All stored equipment or spares stored tidily without causing obstructions All stored equipment or spares appropriately labelled.
Fire protection – fire and smoke stops, cavity barriers	All not sound, fit for purpose; not regularly inspected	All sound, fit for purpose, regularly inspected	All sound, fit for purpose, regularly inspected	All sound, fit for purpose, regularly inspected
Internal walls, ceilings and partitions	Plasterwork is of poor appearance, with visible flaking, cracking or staining. Paintwork is of poor appearance – i.e. with no peeling, bare patches or significant staining. Wallpaper is stained, peeling or torn. Tiles have significant cracks or staining Paintwork does not present a “fitness for purpose” finish; painted surfaces are of poor order and show significant signs of deterioration.	Plasterwork is sound, but with some chips or indentations. Only some minor visible flaking, cracking or staining. Paintwork is generally of good appearance, with some minor chips, scratches or marking. Tiles have only minor chips, cracks or staining. Paintwork is generally tidy and does not detract significantly from the overall impression of the area under consideration.	Plasterwork is sound, but with some minor chips or indentations Paintwork is generally of good appearance, with some minor chips, scratches or marking. Wallpaper is generally of good appearance with no peeling or torn sections. Tiles have only minor chips, cracks or staining. Paintwork is generally tidy and does not detract significantly from the overall impression of the area under consideration.	Plasterwork is sound with no flaking, cracks or indentations. Paintwork is of high-quality appearance, with no peeling or bare patches. Wallpaper is clean with no peeling or torn sections. Tiles have no significant cracks or staining Paintwork provides a “fitness for purpose” finish to all painted surfaces and to give a tidy and hygienic appearance. No mismatched paint colours
Other Internal Finishes – including Lifts Etc.	Finishes are of poor appearance, with clear signs of damage or deterioration Panels etc are not correctly fixed and/or misaligned. Fixtures and fittings worn and/or not correctly fixed and/or misaligned.	Some cosmetic flaws or minor damage Some misalignment of panels etc, are not correctly fixed and/or misaligned. Fixtures and fittings in reasonable condition, but some misalignment.	Finishes generally sound, with some cosmetic flaws or minor damage. Panels etc are all correctly fixed and aligned. Fixtures and fittings are sound and correctly fixed.	Finishes are sound, with no visible damage. Panels etc are all correctly fixed and aligned. Fixtures and fittings are sound and correctly fixed.
Internal doors	Doors are not soundly mounted in frames Frames are not securely mounted to building.	Doors are soundly mounted in frames Frames are securely mounted to building.	Doors are soundly mounted in frames Frames are securely mounted to building.	Doors are soundly mounted in frames Frames are securely mounted to building.

	Doors are not capable of easy opening. Door holding and closing mechanisms are not fully operational. Poor appearance – i.e. flaking paint, visible damage or signs of deterioration. Door fittings (handles, knobs, locks, kick-plates, etc) are not securely attached or of poor appearance. Smoke and fire seals missing or not in good condition.	Doors are capable of easy opening. Door holding and closing mechanisms fully operational. Poor appearance – i.e. flaking paint, visible damage or signs of deterioration. Door fittings (handles, knobs, locks, kick-plates, etc) are all securely attached, but of poor appearance. Smoke and fire seals in good condition.	Doors are capable of easy opening. Door holding and closing mechanisms fully operational. Generally tidy appearance with only minor chips, scratches or flaking visible. Door fittings (handles, knobs, locks, kick-plates, etc) are all securely attached, and show only minor scratches, dents, etc. Smoke and fire seals in good condition.	Doors are capable of easy opening. Door holding and closing mechanisms fully operational. Very tidy appearance with no flaking paint or visible damage. Door fittings (handles, knobs, locks, kick-plates, etc) are all securely attached, undamaged and of tidy appearance. Smoke and fire seals in good condition.
Hard floors	Floors are not level; presence of obstructions or hazardous objects. Floor coverings are show visible damage or significant defects. Floors have visible rips, tears, discolouration or staining.	Floors are level, safe and free from obstructions and hazardous objects. Floor coverings are safe and free from major defects and/or damage. Floors have visible rips, tears, discolouration or staining.	Floors are level, safe and free from obstructions and hazardous objects. Floor coverings are safe and free from major defects and/or damage. Floors have no major rips, tears, discolouration or staining.	Floors are level, safe and free from obstructions and hazardous objects. Floor coverings are safe and free from defects and/or visible damage. Floors have no visible rips, tears, discolouration or staining.
Soft floors	Floor coverings not intact with major rips, tears or other visible damage. Floor coverings are not safely secured in their correct locations.	Floor coverings are intact with no major rips, tears or other damage. Moderate signs of wear and tear. Evidence of heavy staining. Floor coverings are safely secured in their correct locations.	Floor coverings are intact with no major rips, tears or other damage. Moderate signs of wear and tear. Floor coverings are safely secured in their correct locations.	Floor coverings are intact with no rips, tears or other damage. Floor coverings are safely secured in their correct locations.
Blinds and curtains	Blinds and curtains are of poor appearance. Blinds and curtains cannot be easily raised, lowered, opened and closed; mechanisms do not operate correctly. Insecure fittings; blinds/curtains misaligned or incorrectly fitted.	Blinds and curtains show evidence of wear and deterioration with minor damage. But all blinds and curtains can be raised, lowered, opened and closed, with all mechanisms operating without significant difficulty.	Blinds and curtains are of generally tidy appearance. Blinds and curtains can be raised, lowered, opened and closed, with all mechanisms operating without significant difficulty.	All blinds and curtains are of tidy appearance. Blinds and curtains can be easily raised, lowered, opened and closed, with all mechanisms operating freely. All fittings are secure with blinds/curtains fitted correctly.

		All fittings are secure with blinds/ curtains fitted correctly.	All fittings are secure with blinds/ curtains fitted correctly.	
Internal fixtures & fittings,	<p>Significant number of instances of FF&E and sports fabric not fit for purpose</p> <p>Not maintained sound and secure, doors not easily operated, deficiencies in furniture, ironmongery sound, signs of corrosion; shutters and curtain rails not free and lubricated.</p> <p>General deficiencies in fittings, items missing, insecure fixings</p> <p>Leaks in sanitary fittings, showers, toilets etc; deficiencies or fungal growths in sealants. Visible signs of corrosion and erosion.</p>	<p>Limited instances of FF&E and sports fabric not fit for purpose</p> <p>Generally maintained sound and secure, doors operable, furniture, ironmongery generally sound, complete, minor signs of corrosion, and in operating order, shutters and curtain rails lubricated.</p> <p>Fittings generally securely fixed and complete.</p> <p>Sanitary fittings, showers, toilets etc generally free from leaks and all sealant intact, water tight and free from fungal growth. Generally free from corrosion and erosion.</p>	<p>Some minor instances of FF&E and sports fabric not fit for purpose</p> <p>Maintained sound and secure, doors easily operated, furniture, ironmongery sound, complete, free from corrosion and in operating order, shutters and curtain rails lubricated.</p> <p>All fittings securely fixed and complete.</p> <p>All sanitary fittings, showers, toilets etc free from leaks and all sealant intact, water tight and free from fungal growth. Free from corrosion and erosion.</p>	<p>FF&E and sports fabric fully suitable and fit for purpose.</p> <p>Maintained sound and secure, doors easily operated, furniture, ironmongery sound, complete, free from corrosion and in operating order, shutters and curtain rails lubricated.</p> <p>All fittings securely fixed and complete.</p> <p>All sanitary fittings, showers, toilets etc free from leaks and all sealant intact, water tight and free from fungal growth. Free from corrosion and erosion.</p>

6 The maintenance standards required at all times are shown in the table below:

7 All Aspects

	Venue
Building Structures Generally	4

8 External Aspects

	Venue
Roofs	4
External walls	4
External doors	4
Cladding and Curtain Walling	4
—	
Windows	4
Drains, pipes and gutters	4

9 Internal Aspects

	Venue Public Areas	Venue Other Areas	All Hygiene Areas
Roof voids, service areas and plant rooms	n/a	4	n/a
Fire protection – fire and smoke stops, cavity barriers	4	4	4
Internal walls ceilings and partitions	4	3	4
Other Internal Finishes including Lifts Etc.	4	3	4
Internal doors	4	3	4
Hard floors	4	3	4
Soft floors	4	3	4
Blinds and curtains	4	3	4
Internal fixtures & fittings,	4	3	

10 The maintenance standards required at all times are shown in the table below:

External Areas Mechanical & Electrical Assets Maintenance Service

Service standards

11 The Operator shall ensure that, in carrying out the External Areas Mechanical & Electrical Assets Maintenance, the Venue is maintained in accordance with the manufacturer's recommendations (Operations and Maintenance Manuals, Health and Safety files, guidance documents, etc.), to the standards set out in the Relevant British Standards and/or any other applicable regulations, to the relevant code of practice and in accordance with Best Industry Standards.

Cleaning Service

12 The Operator must meet all reactive response times (set out below).

Reactive call	Respond and full clean complete	
Priority 0	Immediate	
Priority 1	As soon as reasonably practicable but in any event within 30 minutes	
Priority 2	As soon as reasonably practicable but in any event 2 hours	
Priority 3	3 days	

13 The Operator will categorise each call or email into one of the above priorities.

14 The Cleaning Service must meet the Service Standards set out below at all times from the relevant Service Commencement Date. Cleaning standards for the purposes of this Agreement are defined for a range of cleaning categories. For each category, five levels of cleanliness have

been defined, ranging from 1 – representing a very low standard of cleaning to 5 - which represents flawless cleaning.

- 15 These Service Standards are used to define the minimum cleanliness standards at all times and to assess the Supplier’s delivery against those standards.
- 16 Target standards will vary according to the area in question – i.e. the level of cleanliness required for hard floors in a public reception area might be expected to be higher than that in a workshop or stores area.
- 17 These Service Standards will also be used to assess the effectiveness of the Supplier’s delivery of the Cleaning Service.
- 18 The table below sets out the Service Standards that will apply to each Cleaning Category.

The table below sets out the Service Standards that will apply.

Factors/ ratings	1	2	3	4	5
Hard floors	Dominant amounts of dust, debris, removable stains, smears and accumulated deposits. Dominant amount of floors do not present a uniform finish consistent with age and wear, with an even lustre if appropriate, without scuff marks. Large proportion of floors do not meet non-slip standards. Unacceptable.	Significant amounts of dust, debris, removable stains, smears and accumulated deposits. Significant amount of floors do not present a uniform finish consistent with age and wear, with an even lustre if appropriate, without scuff marks. Some floors do not meet non-slip standards.	Limited amounts of dust, debris, removable stains, smears and accumulated deposits. All floors except a limited % present a uniform finish consistent with age and wear, with an even lustre if appropriate, without scuff marks and all floors meet non-slip standards.	Insignificant. Very small amount dust, debris, removable stains, smears and accumulated deposits. All floors except a small % present a uniform finish consistent with age and wear, with an even lustre if appropriate, without scuff marks and all floors meet non-slip standards.	Nothing. No dust, debris, removable stains, smears and accumulated deposits. Floors present a uniform finish consistent with age and wear, with an even lustre if appropriate, without scuff marks and meet non-slip standards.
Soft floors	Dominant amounts of dust, debris, removable stains, and accumulated deposits. Unacceptable.	Significant amounts of dust, debris, removable stains and accumulated deposits.	Limited amounts of dust, debris, removable stains and accumulated deposits	Insignificant. Very small amount dust, debris, removable stains and accumulated deposits	Nothing. No dust, debris, removable stains and accumulated deposits.

Vertical Surfaces	Dominant amounts of dust, debris, stains, smears and accumulated deposits. No impression of cleanliness. Unacceptable	Significant amounts of dust, debris, stains, smears and accumulated deposits. Several items in evidence or detectable. Diminishes the impression of cleanliness.	Limited amounts of dust, debris, stains, smears and accumulated deposits in evidence or detectable. Level is not yet critical, but can be depending on size and position. Detracts partially from the general impression cleanliness.	Insignificant amounts of dust, debris, stains, smears and accumulated deposits. Very small amounts vaguely in evidence. Does not detract from the general impression of cleanliness.	Nothing. No amounts of dust, debris, stains, smears and accumulated deposits items are in evidence or detectable. Immaculately clean.
Pool Changing Rooms (floors)	Dominant amounts of water.	Significant amounts of water.	Limited amounts of water.	Insignificant amounts of water.	Free of water or damp.
Glazing	Dominant amounts of dust, debris, stains, smears and accumulated deposits. No impression of cleanliness. Unacceptable	Significant amounts of dust, debris, stains, smears and accumulated deposits. Diminishes the impression of cleanliness.	Limited amounts of dust, debris, stains, smears and accumulated deposits in evidence or detectable. Detracts partially from the general impression cleanliness.	Insignificant amounts of dust, debris, stains, smears and accumulated deposits. Does not detract from the general impression of cleanliness.	Nothing. No amounts of dust, debris, stains, smears and accumulated deposits. Immaculately clean. All blinds are correctly aligned.
Furniture, fixtures and fittings	Dominant amount of dust or dirt detectable. Dominant amount of fixture and fittings not free from finger marks or polished accordingly. Dominant amount of telephones not sanitised.	Significant amount of dust or dirt detectable. Significant amount of fixture and fittings not free from finger marks or polished accordingly. Significant amount of telephones not sanitised.	Limited amount of dust or dirt detectable. Limited amount of fixture and fittings not free from finger marks or polished accordingly. Limited amount of telephones not sanitised.	Insignificant amount of dust or dirt detectable. Insignificant amount of fixture and fittings not free from finger marks or polished accordingly. Insignificant of telephones not sanitised.	Nothing – No amount of dust or dirt detectable, all fixture and fittings free of finger marks and polished accordingly. Telephones sanitised.
Bins	Dominant. More than 15% of bins overflowing and	Significant. Between 5 to 15% of bins	Limited amount. Less than 5% of bins overflowing	Insignificant. Less than 2% of bins and ashtrays no emptied	All items are emptied and clean.

	ashtrays not emptied and bins not lined correctly. No impression of cleanliness. Unacceptable	overflowing and ashtrays not emptied and bins not lined correctly. Diminishes the impression of cleanliness	and ashtrays not emptied and/ or bins not lined correctly.	and/or bins not lined properly. Does not detract from the general impression of cleanliness.	
Hygiene Fittings	A dominant amount of hygiene fittings with traces of scum, grime, waste matter, tide marks, build up of cleaning agent or mineral deposits.	Significant amounts of hygiene fittings with traces of scum, grime, waste matter, tide marks, build up of cleaning agent or mineral deposits.	Limited amounts. Limited amounts of hygiene fittings with traces of scum, grime, waste matter, tide marks and build up of cleaning agent or mineral deposits.	Insignificant. Some hygiene fittings with traces of scum, grime, waste matter, tide marks, and build up of cleaning agent or mineral deposits.	All hygiene fittings free of all scum, grime, waste matter, tide marks, build up of cleaning agent or mineral deposits
Consumables	More than 15% of containers empty	Between 7 and 15 % Containers empty	Between 3 and 7 % Containers empty	Maximum of 2 % Containers empty	100% of soap, towels and toilet rolls containers properly stocked
Welfare and User areas	Dominant amounts of dust, debris, removable stains, and accumulated deposits. Unacceptable.	Significant amounts of dust, debris, removable stains and accumulated deposits.	Limited amounts of dust, debris, removable stains and accumulated deposits	Insignificant. Very small amount dust, debris, removable stains and accumulated deposits	Nothing. No dust, debris, removable stains and accumulated deposits.
Electrical equipment (white goods, IT equipment and TVs)	Build up of visible debris, dust, smears, fluff, stains or finger marks	Some noticeable amount of visible debris, dust, smears, fluff, stains or finger marks	Limited amounts of visible debris, dust, smears, fluff, stains or finger marks	Insignificant amounts of visible debris, dust, smears, fluff, stains or finger-marks	No visible debris, dust, smears, fluff, stains or finger marks

19 The minimum cleaning standards required, at any time between cleans, for each category of cleaning area are shown in the tables below:

Area standard	Minimum ratings for each Aspect
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	Hard floors	Soft floors	Vertical Surfaces	Glazing	Furniture and fittings	Bins	Hygiene Fittings	Consumables	White goods
Hygiene Areas	4	4	4	4	4	4	4	4	4
Common Areas and public areas	4	4	4	3	4	4			4
Office Areas and other non public areas	4	4	4	3	4	4			4
Warehousing and low use areas	3	3	3	3	3	3			4

External Areas & Infrastructure Maintenance (Non-M&E) Service

- 20 The External Areas & Infrastructure Maintenance (Non-M&E) Service must meet the Service Standards at all times. The Service Standards cover a range of maintenance aspects. For each aspect, four condition levels have been defined, ranging from 1 - representing an aspect which is in an unacceptable condition, to 4 - which is of good appearance and represents a high standard of upkeep.
- 21 These Service Standards are used to define both the targets for maintenance performance and to assess the Supplier's delivery against those targets.
- 22 Target standards will vary according to the aspect in question.
- 23 These standards will also be used to assess the effectiveness of the Supplier's delivery of maintenance services.
- 24 The table below sets out the Maintenance Standards that will apply to each aspect.

Aspects/Rating	1	2	3	4
Generally	Untidy appearance – accumulations of litter, debris, leaves, weeds, standing water etc. Access routes to and from buildings and venues not safe, free or unimpeded to users and visitors	Reasonably tidy appearance – no accumulating litter, debris, leaves, weeds, standing water etc., all cleared at regular intervals Some minor obstructions to access routes to and from buildings and venues, but conditions are safe and free to all users and visitors	Generally tidy appearance – insignificant amounts of litter, debris, leaves, weeds, standing water etc. Some minor obstructions to access routes to and from buildings and venues, but conditions are safe and free to all users and visitors	Very tidy appearance – minimal visible litter, debris, leaves, weeds standing water etc. Access routes to and from buildings and venues safe, free and unimpeded to all users and visitors

<p>Hard landscaped areas including all paths, walkways, roads, steps, site access roads hardstandings, parking areas and building entrances</p>	<p>Structures not perceived to be sound and safe. Surfaces untidy in appearance; markings are obscured or Surfaces are not level; presence of potholes, trip hazards, weeds or accumulated water, or Paving slabs, brickwork, kerbstones, etc. are missing, mis-aligned or show significant damage. Frequent surfaces inspection and checking regime established and implemented. Frequent powerwashing schedule of surfaces established and implemented. Post flooding silt removal and erosion repair carried out poorly or not carried out. Inadequate clearance of snow or gritting and salting, creating unsafe conditions or preventing reasonable operation of the premises.</p>	<p>Concerns about soundness and safety of structures. Surfaces are generally tidy in appearance; markings are visible. Some surfaces are not level; with a presence of minor potholes. No trip hazards, weeds or accumulated water. No paving slabs, brickwork, kerbstones, etc. are missing, but a small number maybe mis-aligned or show minor damage. Occasional surfaces inspection and checking regime established and implemented. Occasional powerwashing schedule of surfaces established and implemented. Post flooding silt removal and erosion repair carried out occasionally. Minimum essential clearance of snow and gritted and salted to maintain reasonable operation of the premises.</p>	<p>Structures are believed to be sound and safe. Surfaces are generally tidy; markings are clearly visible. Surfaces are level and free from major potholes, trip hazards, weeds and significant accumulated water. All paving slabs, brickwork, kerbstones, etc. are properly in place. Regular surfaces inspection and checking regime established and implemented. Regular powerwashing schedule of surfaces established and implemented. Post flooding silt removal and erosion repair carried out without undue delay. All essential areas cleared of snow and gritted and salted to maintain full operation of the premises.</p>	<p>Structures are demonstrably sound and safe. Surfaces are of tidy appearance; all markings are clearly visible. All surfaces are level and free from potholes, trip hazards weeds and accumulated water. All paving slabs, brickwork, kerbstones, etc. are properly aligned and undamaged. Frequent surfaces inspection and checking regime established and implemented. Frequent powerwashing schedule of surfaces established and implemented. Prompt post flooding silt and debris removal and erosion repair. All public and service areas cleared of snow and gritted and salted to maintain full operation of the premises.</p>
<p>Sewers, drains and utilities</p>	<p>Utilities and drainage covers are generally in reasonable condition, with any</p>	<p>Utilities and drainage covers are in reasonable condition, correctly seated</p>	<p>Utilities and drainage covers are in good condition, correctly seated</p>	<p>Utilities and drainage covers are in good condition, correctly seated</p>

	<p>damage or incorrect seating not affecting health and safety.</p> <p>All drainage accoutrements in good condition and not free from debris and blockages.</p> <p>All sewage plant and pumps not adequately operational or with leaks.</p>	<p>All drainage accoutrements in good condition and cleared from debris and blockages as required.</p> <p>All sewage plant and pumps operational with no leaks. Brickwork and tanks sound and channels clear.</p>	<p>and can be opened.</p> <p>All drainage accoutrements, regularly inspected, in good condition and free from debris and blockages.</p> <p>All sewage plant and pumps operational with no leaks. Brickwork and tanks sound and channels clear.</p>	<p>and readily openable.</p> <p>All drainage accoutrements, regularly inspected, in good condition and free from debris and blockages.</p> <p>All sewage plant and pumps operational with no leaks. Brickwork and tanks sound and channels clear.</p>
<p>Retaining structures gabion baskets, steps, ramps etc.</p>	<p>Surfaces untidy in appearance; markings are obscured or</p> <p>Surfaces are not level; presence of potholes, trip hazards, weeds, or accumulated water, or</p> <p>Paving slabs, brickwork, kerbstones, etc. are missing, mis-aligned or show significant damage.</p> <p>Frequent surfaces inspection and checking regime established and implemented.</p> <p>Frequent powerwashing schedule of surfaces established and implemented.</p> <p>Post flooding silt removal and erosion repair carried out poorly or not carried out.</p> <p>Inadequate clearance of snow or gritting and</p>	<p>Surfaces are generally tidy in appearance; markings are visible.</p> <p>Some surfaces are not level; with a presence of minor potholes. No trip hazards, weeds, or accumulated water.</p> <p>No paving slabs, brickwork, kerbstones, etc. are missing, but a small number maybe mis-aligned or show minor damage.</p> <p>Occasional surfaces inspection and checking regime established and implemented.</p> <p>Occasional powerwashing schedule of surfaces established and implemented.</p> <p>Post flooding silt removal and erosion repair carried out occasionally.</p>	<p>Surfaces are generally tidy; markings are clearly visible.</p> <p>Surfaces are level and free from major potholes, trip hazards, weeds and significant accumulated water.</p> <p>All paving slabs, brickwork, kerbstones, etc. are properly in place.</p> <p>Regular surfaces inspection and checking regime established and implemented.</p> <p>Regular powerwashing schedule of surfaces established and implemented.</p> <p>Post flooding silt removal and erosion repair carried out without undue delay.</p> <p>All essential areas cleared of snow and gritted and salted to maintain</p>	<p>Surfaces are of tidy appearance; all markings are clearly visible.</p> <p>All surfaces are level and free from potholes, trip hazards, weeds and accumulated water.</p> <p>All paving slabs, brickwork, kerbstones, etc. are properly aligned and undamaged.</p> <p>Frequent surfaces inspection and checking regime established and implemented.</p> <p>Frequent powerwashing schedule of surfaces established and implemented.</p> <p>Prompt post flooding silt and debris removal and erosion repair.</p> <p>All public and service areas cleared of snow and gritted and salted to maintain</p>

	salting, creating unsafe conditions or preventing reasonable operation of the premises.	Minimum essential clearance of snow and gritted and salted to maintain reasonable operation of the premises.	full operation of the premises.	full operation of the premises.
Street furniture – balustrades, handrails, vehicle barriers, fixed and mobile external furniture and waste bins	External and street furniture not free from dust, dirt, smears, stains, chewing gum and cigarette ends. Inadequate protection from weather. Fixed and mobile garden furniture not safe and accessible and not maintained in good, sound and decorative order. Benches not washed and cleaned, or inspected for damage and repaired. Railings and guardrails not wiped down/disinfected, or inspected for damage and repaired. Repairs due to vandalism not carried out.	External and street furniture reasonably free from dust, dirt, smears, stains, chewing gum and cigarette ends, protected with appropriate weatherproof coatings. Fixed and mobile garden furniture safe, accessible and maintained in reasonable, sound and decorative order. Benches occasionally washed and cleaned, and inspected for damage and repaired. Railings and guardrails occasionally wiped down/disinfected, and inspected for damage and repaired. Repairs due to vandalism carried out occasionally.	External and street furniture substantially free from dust, dirt, smears, stains, chewing gum and cigarette ends, protected with appropriate weatherproof coatings. Fixed and mobile garden furniture safe, accessible and maintained in good, sound and decorative order. Benches regularly washed and cleaned, and inspected for damage and repaired. Railings and guardrails regularly wiped down/disinfected, and inspected for damage and repaired. Repairs due to vandalism carried out without undue delay.	External and street furniture free from dust, dirt, smears, stains, chewing gum and cigarette ends, protected with appropriate weatherproof coatings. Fixed and mobile garden furniture safe, accessible and maintained in good, sound and decorative order. Benches frequently washed and cleaned, and inspected for damage and repaired. Railings and guardrails frequently wiped down/disinfected, and inspected for damage and repaired. Repairs due to vandalism carried out promptly.
External Signage	Signs are in poor order - mis-aligned, out of position or obscured. Clear signs of damage or deterioration.	Signs are in poor order - mis-aligned, out of position or obscured. Some cosmetic flaws or minor damage.	All signs are intact, properly aligned and positioned and clearly visible. Some cosmetic flaws or minor damage.	All signs are in good order, properly aligned and positioned and clearly visible. Minimal visible damage.

Boundary walls, ditches, fencing, gates etc	Fencing is incomplete or shows clear signs of damage or deterioration. Gates cannot be easily opened, closed or locked. Perimeter walls are in poor order – evidence of deterioration or damage to bricks, blocks or mortar	Fencing is intact, with only cosmetic flaws. Gates are capable of being opened, closed and locked without difficulty or obstruction. Perimeter walls are in poor order – evidence of deterioration or damage to bricks, blocks or mortar.	Fencing is intact, with only cosmetic flaws. Gates are capable of being opened, closed and locked without difficulty or obstruction. Perimeter walls show some cosmetic deterioration or minor damage	Fencing is intact and of tidy appearance. Gates are capable of being opened, closed and locked without difficulty or obstruction. Perimeter walls are in good order, with all bricks/ blocks in place and no crumbling brick or flaking mortar.
Graffiti – Protection and Removal	Graffiti present or not regularly removed. No or unsuitable prevention methods implemented.	Insignificant graffiti or graffiti regularly removed. Best practice prevention methods implemented.	Insignificant graffiti or graffiti regularly removed. Best practice prevention methods implemented.	No graffiti or graffiti swiftly removed. Best practice prevention methods implemented.
Irrigation System	Regular schedule of maintenance tasks not established or carried out.	Regular schedule of maintenance tasks established and carried out.	Regular schedule of maintenance tasks established and carried out.	Regular schedule of maintenance tasks established and carried out.

25 The maintenance standards required for each aspect under each of the above specifications are shown in the tables below:

Aspect	Minimum Ratings for Each Aspect
	Standard
Generally (overall standard)	3
Hard landscaped areas including all paths, walkways, roads, site access roads hardstandings, parking areas and building entrances	3
Sewers, drains and utilities	3
Abutments, retaining structures, steps, ramps etc.	3
Street furniture – balustrades, handrails, vehicle barriers, fixed and mobile external furniture and waste bins	4
External Signage	4
Boundary walls, ditches, fencing, gates etc.	4
Graffiti – Protection and Removal	3

Irrigation System	4
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Fire Safety Service

- 26 The Supplier must ensure the Specification is delivered at all times and that reactive response times are complied with.

Reactive call	Respond and Make Safe	Full repair complete*
Priority 0	Immediate	N/A
Priority 1	As soon as reasonably practicable but in any event within 30 minutes	6 hrs
Priority 2	As soon as reasonably practicable but in any event within 2 hours	12 hours
Priority 3	As soon as reasonably practicable but in any event within 3 days	14 days
Critical Assets	As set out in the relevant Resilience Plan provided by the Operator and approved by the Client	As set out in the relevant Resilience Plan provided by the Operator and approved by the Client

Health & Safety Service

- 27 The service audit is based on the following principles and this assessment should be appended to the monthly reports:

Sub-Service	Audit Questions
Safety Management System	Does the ContralSo 45001:2018 (or equivalent acceptable) standard? (Yes / No) Is the information captured from the implementation of the HSMS available and up to date? (Yes / No)
Risk Assessment	Are the Risk Assessments up to date? (Yes / No) Are all the risks covered by the Risk Assessments? (Yes / No) Are they undertaken at the correct frequency? (Yes / No)
Coordination and control	Are all Permits to Work in place for all high risk activities? (Yes / No) Are all standing Instructions in place for lower risk activities? (Yes / No) Do all contractor organisations meet the required competencies for their respective roles? (Yes / No)
Competency Assessments	Are all individual staffs' competency assessments in place? (Yes / No) Are all the necessary training plans in place? (Yes / No) Are all competency assessments available? (Yes / No) Are all high risk roles undertaken by appropriately qualified staff in accordance with standards acceptable to the Client? (Yes / No)
Accidents and Incidents	Have all the required response times been met? (Yes / No) Have all Incident Reports been issued on time and to an acceptable quality? (Yes / No) Have timely updates been provided if required? (Yes / No)

	Have all actions (schedule for completion during this period) been closed out satisfactorily? (Yes / No)
First Aid	Are First Aid risk assessments in place? (Yes/No) Are First Aiders registered and in place? (Yes/No) Are all First Aid boxes/facilities in place and regularly maintained (Yes/No)

Horticultural Service

- 28 The horticulture associated with the Venue must meet the Service Standards set out below at all times during the contract term. For each aspect of the Horticultural Services, four condition levels have been defined, ranging from 1 – representing an aspect which is in an unacceptable condition, to 4 which is of good appearance and represents a high standard of upkeep.
- 29 These Service Standards are used to define both the targets for performance of these Horticultural Services and to assess the Supplier’s delivery against those targets.
- 30 Target standards will vary according to the aspect in question.
- 31 These Service Standards will also be used to assess the effectiveness of the Supplier’s delivery of the Horticultural Services.
- 32 The table below sets out the Service Standards that will apply to the Horticultural Services.

Aspects/ ratings	1	2	3	4
Living Wall	Maintenance not carried out in accordance with reasonable horticultural practices. Irrigation system not used to appropriate performance. Soil not maintained and erosion evident. Untidy appearance accumulations of litter, debris, weeds and leaves.	Maintenance carried out in accordance with reasonable horticultural practices. Irrigation system used to adequate performance. Soil maintained to reasonable levels with some erosion evident. Reasonably tidy appearance – no accumulating litter, debris, weeds and leaves.	Maintenance carried out in accordance with good horticultural practices. Irrigation system used to good performance. Soil maintained to good levels with some low spots. Generally tidy appearance – insignificant amounts of litter, debris, weeds and leaves.	Maintenance carried out in accordance with best horticultural practices. Irrigation system used to optimum performance. Soil maintained to optimum levels with no erosion or low spots. Very tidy appearance – minimal visible litter, debris, weeds and leaves.
General Landscaped Areas Shrubs	Maintenance not carried out in accordance with reasonable horticultural practices.	Maintenance carried out in accordance with reasonable horticultural practices.	Maintenance carried out in accordance with good horticultural practices.	Maintenance carried out in accordance with best horticultural practices.

and other plants	horticultural practices. Untidy appearance of Shrubs and/or unsafe or unobstructed routes, sightlines, fencing, lighting CCTV cameras etc. Untidy appearance – accumulations of litter, debris, weeds and leaves.	Shrubs pruned and trimmed to give adequate appearance and safe and unobstructed routes and sightlines, fencing, lighting CCTV cameras etc. Reasonably tidy appearance – accumulating litter, debris, weeds and leaves.	Shrubs pruned and trimmed to give reasonably tidy appearance and safe and unobstructed routes and sightlines, fencing, lighting CCTV cameras etc. Generally tidy appearance – insignificant amounts of litter, debris, weeds and leaves.	Shrubs pruned and trimmed to give tidy appearance and safe and unobstructed routes and sightlines, fencing, lighting CCTV cameras etc. Very tidy appearance – minimal visible litter, debris, weeds and leaves.
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- 33 The Service Standards described above have been used to define one distinct level of specification for the Horticultural Service, namely: high specification – for sports and entertainment venues with public access use within the Parkland.
- 34 The standards required for each aspect under the above specification is shown in the tables below:

Aspect	Minimum Ratings for Each Aspect	
Living Wall	4	
General Landscaped Areas Shrubs and other plants	4	

Litter & Graffiti Removal Service

- 35 The Litter & Graffiti Removal Service must meet the Service Standards set out below at all times from the relevant Service Commencement Date for the Litter & Graffiti Removal Service. The Service Standards cover a range of aspects of these Services. For each aspect, four condition levels have been defined, ranging from 1 – representing an aspect which is in an unacceptable condition, to 4 which is of good appearance and represents a high standard of upkeep.
- 36 These Service standards are used to define both the minimum standards acceptable and to assess the Supplier's delivery against those targets.
- 37 Target standards will vary according to the aspect in question.
- 38 These standards will also be used to assess the effectiveness of the Supplier's delivery of the Litter & Graffiti Removal Service.
- 39 The table below sets out the Service Standards that will apply to each aspect.

Aspects/ ratings	1 (Equivalent to Grade D)	2 (Equivalent to Grade C)	3 (Equivalent to Grade B)	4 (Equivalent to Grade A)
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Street and Park Cleansing	Heavily littered with significant accumulations.	Widespread distribution of litter, refuse and leaves with minor accumulations	Predominantly free of litter, refuse and leaves apart from some small items	Minimal litter, refuse or leaves
Street and Footpath Sweeping	Heavily littered with significant accumulations.	Widespread distribution of litter, refuse and leaves with minor accumulations	Predominantly free of litter, refuse and leaves apart from some small items	Minimal litter, refuse or leaves
Flushing the Highway	Highways generally not flushed (less than 75% good) to the specified standards	Highways generally (75%) flushed to the specified standards	Highways predominantly (85%) flushed to the specified standards	All highways flushed to the specified standards
Gully Cleansing	Gullies generally not cleansed (less than 75% good) to the specified standards	Gullies generally (75%) cleansed to the specified standards	Gullies predominantly (85%) cleansed to the specified standards	All gullies cleansed to the specified standards
Litter Bins	Litter bins not regularly emptied - overflowing. Litter bins predominantly dirty and/or damaged (less than 70% good)	Litter bins emptied as required. Litter bins generally in good and clean condition (75%)	Litter bins regularly emptied (max 100% full). Litter bins predominantly in good and clean condition (85%)	Litter bins regularly emptied (max 75% full). All litter bins in good and clean condition
Chewing Gum and Grease Deposit Removal	Pavements with widespread levels of gum and grease deposits	Pavements with noticeable levels of gum and grease deposits	Pavements substantially free from gum and grease deposits	All pavements free from gum and grease deposits
Graffiti – Protection and Removal	Graffiti present or not regularly removed. No or unsuitable prevention methods implemented.	Insignificant graffiti or graffiti regularly removed. Best practice prevention methods implemented.	Insignificant graffiti or graffiti regularly removed. Best practice prevention methods implemented.	No graffiti or graffiti swiftly removed. Best practice prevention methods implemented.

40 The Service Standards required for each aspect are shown in the tables below:

	Park and Public Realm
Street and Park Cleansing	3
Street and Footpath Sweeping	3

Flushing the Highway	3
Gully Cleansing	3
Litter Bins	3
Chewing Gum and Grease Deposit Removal	3
Graffiti Protection and Removal	3

Pest Control Service

41 The Supplier is required to comply with this Specification and meet reactive response times:

Reactive call	Respond and Make Safe	Full fix complete
Priority 0	Immediate	N/A
Priority 1	As soon as reasonably practicable but in any event within 30 minutes	6 hrs
Priority 2	As soon as reasonably practicable but in any event within 2 hours	12 hours
Priority 3	As soon as reasonably practicable but in any event within 3 days	14 days

Projects (& Lifecycle) Service

42 The Supplier must deliver Lifecycle replacement and refurbishment services for all Service Lines.

Appendix 5

Not used

Appendix 6

Definitions

In this Specification the following words and expressions have the following meanings:

4GB means the four Growth Boroughs, which are LB of Newham, LB of Hackney, LB of Tower Hamlets, and LB of Waltham Forest;

Actual Energy (Heating and Hot Water) Consumption has the meaning given in Part 1 of Schedule 6 (Payment Mechanism);

Annual Water Usage Report has the meaning set out in paragraph 16.15 of Part 11 of this Schedule;

Asset Management Plan has the meaning set out in paragraph 4.4 of Part 11 of this Schedule;

BAME means black, Asian and minority ethnic;

Building Engineering Services has the meaning given in paragraph 4.1 of Part 11 of this Schedule;

Building Fabric Maintenance Services has the meaning given in paragraph 5.1 of Part 11 of this Schedule;

BOA means the British Olympic Association;

BPA means the British Paralympic Association;

CAFM has the meaning set out in paragraph 3.32(a) of Part 11 of this Schedule;

Car Park means the existing car park shown edged [red] on the plan attached at Part 2 – Plan of the LAC) of Schedule 18 (Plans and Drawings) for as reconfigured pursuant to the Car Park Reconfiguration;

Cleaning Schedule has the meaning set out in paragraph 7.11 of Part 11 of this Schedule;

Core Operating Hours has the meaning set out in Appendix 2 to this Specification;

DBS means Disclosure and Barring Service;

Dive London means the London Aquatics Centre's diving club;

Dry Dive Area means the technical training facility for diving within the London Aquatics Centre outside of the pool;

EMP means Environmental Management Plan and has the meaning set out in paragraph 16.25 of Part 11 of this Schedule;

Essential Service Requirements means the requirements set out in Part A of Appendix 1 of this Schedule;

Fire Prevention and Fire Management Services has the meaning given in paragraphs 10.26 to 10.30 (inclusive) of Part 11 of this Schedule;

Fire Regulations means the Regulatory Reform (Fire Safety) Order 2005, all related regulations, any subordinate legislation made under them, any amendment or re-enactment of any of them, case law, and any related regulatory codes of practice and guidance issued from time to time;

FSC means Forestry Stewardship Council;

Horticultural Services has the meaning given in paragraph 12.1 of Part 12 of this Schedule;

IT Systems has the meaning given in paragraph 1.1 of Part 5 of this Schedule;

LB means the London Borough;

Living Wall has the meaning set out in paragraph 12.21 of Part 11 of this Schedule;

London Plan 2021 means the Spatial Development Strategy for Greater London, which sets out a framework for how London will develop over the next 20-25 years and the Mayor of London's vision for "Good Growth";

Low Emission Zone means the area covering most of Greater London and in operation twenty-four (24) hours per day, every day of the year, with the aim of encouraging the most polluting heavy diesel vehicles driving in London to become cleaner;

Major Incident means an Emergency or a significant event, which demands a response beyond the routine, resulting from uncontrolled developments in the course of the operation of any establishment or transient work activity;

Mayor's Good Work Standard means the benchmark set by the Mayor of London for all London employers to work towards and achieve, which sets out best employment practice;

NGB means National Governing Bodies of sport, which includes Swim England;

NRMM means Non-Road Mobile Machinery;

PEFC means Programme for the Endorsement of Forest Certification;

Pest Control Services has the meaning given in paragraph 14.1 of Part 11 of this Schedule;

Pool Water Treatment Advisory Group means the independent, non-commercial membership organisation with a focus on raising standards in pool water treatment;

Priority Themes has the meaning set out in paragraph 1.4 of Part 1 of this Schedule;

Reporting Period has the meaning set out in paragraph 16.35 of Part 11 of this Schedule;

Reporting Standard means such reporting standard which is consistent with Best Industry Standards as the Client may approve in writing ;

Security Services Provider means G4S Secure Solutions (UK) Limited (company number 01046019) whose registered office is at 2nd Floor, Chancery House, St. Nicholas Way, Sutton, Surrey, England, SM1 1JB ;

Service Standards has the meaning set out in Appendix 4 of this Schedule;

SLA means a service level agreement entered into from time to time between the Operator and Swim England and between the Operator and other relevant third parties in a form to be agreed in writing;

Socio-Economic Policy means the Client's socio-economic policy dated October 2012 and available at:

<https://www.queenelizabetholympicpark.co.uk/~media/lldc/policies/119763483lldcsocioeconomicpolicy.pdf>;

Sports Development Plan has the meaning set out in paragraph 4.1 of Part 3 of this Schedule;

Swim England means The Amateur Swimming Association (Swim England) Limited (company number 10931571), a charitable company limited by guarantee and the national governing body for swimming, diving, water polo, open water swimming, and synchronised swimming in England, whose registered office is at Pavilion 3, SportPark 3 Oakwood Drive, Loughborough University, Loughborough, Leicestershire, United Kingdom, LE11 3QF;

Target Energy (Heating and Hot Water) Consumption has the meaning given in Part 1 of Schedule 6 (Payment Mechanism);

Target Water Consumption has the meaning given in Part 1 of Schedule 6 (Payment Mechanism);

Tom Daley Diving Academy means the London Aquatics Centre's "Learn to Dive" programme in partnership with Olympic medallist diver Tom Daley;

Water Audit has the meaning given in paragraph 16.15 of Part 11 (Facilities Management) of the Specification;

Water Quality means the quality of water as informed by Best Industry Standards and informed by the guidance, publications and sources set out at paragraph 4.3(b) in Part 7 of this Schedule; and

ZHC means zero hours contract.

Appendix 7

Catering/Concession and Vending Specification

1 Definitions

1.1 In this Appendix 7 the following words and expressions have the following meanings:

Challenge 25 means the retailing strategy that encourages anyone who is over eighteen (18) years of age but looks under twenty-five (25) year of age to carry acceptable identification if they wish to buy alcohol, as introduced by the Retail of Alcohol Standards Group in 2009;

Food Legacy means the outcome desired by the Client as a result of the commitments described in paragraph 2 of this Appendix 7;

Food Waste Hierarchy means the food and drink waste hierarchy statutory guidance as published by the Department for Environment, Food and Rural Affairs (as updated on 1 April 2021 and from time to time);

Healthier Catering Commitment has the meaning given in paragraph 2.2 of this Appendix 7; and

Licences means any licence granted to the Operator in respect of the Premises under the Licensing Act 2003.

2 Food Legacy

2.1 The Operator is required to help improve the health of customers to support a more ethical and sustainable food system and the Client requires the Operator and any Operator sub-contractors to commit to:

- (a) the Healthier Catering Commitment;
- (b) The Client's Priority Theme initiatives; and
- (c) The use of local suppliers wherever possible.

2.2 The **Healthier Catering Commitment** for London is a scheme run by the London Boroughs with support from the Mayor of London that recognises those businesses in London that demonstrate a commitment to reducing the level of saturated fat and salt in the food sold, to offer some healthy options (for example, lower sugar drinks and snacks) and to make smaller portions available on request. Businesses wishing to take part in the scheme are assessed either at the same time as the routine food hygiene inspection, or as part of a separate visit carried out by the relevant Food Safety Team.

2.3 The Operator will meet a minimum of eight criteria from a list of 22 (see Healthier Catering Commitment for London Assessment Checklist at paragraph 3 of this Appendix 7).

2.4 The Client's Priority Themes are reflected in the Healthier Catering Commitment. In addition, Operators will be encouraged to commit to the following Priority Theme Initiatives to support the Client's work:

2.5 Food offering:

- (a) Minimum of one vegan and one vegetarian option available on the menu;
- (b) Halal and Kosher produce to be clearly labelled, where served; and
- (c) All food/drink offered to be clearly labelled with number of calories, grams of fat and grams of salt in typical serving.

2.6 Reducing waste:

- (a) Offer alternatives to single-use (straws, cutlery, plates etc.);
- (b) Reducing use of plastic and in particular single use plastics;
- (c) Waste management minimum standards: 55% compostable and/or returnable packaging;
- (d) Tap water always available free of charge; and
- (e) Doggy bags supplied.

3 Healthier Catering Commitment for London

Healthier Catering Commitment for London		YES	NO	N/A
Assessment Criteria				
<p>A minimum of eight (8) criteria have to be fulfilled to qualify for the Healthier Catering Commitment. There are four (4) essential criteria that have to be met by all businesses and a further three essential criteria that also have to be met by premises that deep fat fry.</p> <p>Essential criteria are marked with an E and those that are applicable to deep fat frying only are marked E*. If the criterion does not apply, please tick N/A.</p>				
Fats and Oils (see fact sheet concerning oils and fats for further information on types, use and cooking tips)				
Cooking and Preparation				
1	Visible fat is removed from meat before cooking, fat is skimmed from minced meat dishes and skin is removed from poultry.			
2	Food is grilled or baked rather than fried wherever possible (e.g. sausages, burgers, chicken, fish, samosas etc.).			
3	Polyunsaturated or monounsaturated fat or oil is used when cooking food (e.g. sunflower oil, corn oil or rapeseed oil instead of saturated fats such as lard, palm oil, ghee or butter).	E		
4	A polyunsaturated or monounsaturated fat or oil is used when preparing food (see examples above).			
Where Deep Fat Frying Food is Unavoidable				
5	The cooking oil in deep fat fryers is heated to the optimum temperature, normally between 175°C and 190°C and the thermostat is accurately calibrated (check the manufacturer's instructions for the correct use of your specific fryer).	E*		
6	Excess fat is drained from the food before serving – Shake, Bang, Hang! (shake or bang the basket vigorously twice and hang for at least 20 seconds).	E*		
7	The oil is properly maintained (the fryer is skimmed throughout service; oil is topped up after every session and regularly filtered).	E*		

Healthier Catering Commitment for London		YES	NO	N/A
8	Chips are thick cut, not skinny (as a guide pre-cut chips from a supplier that are 13mm or greater are considered 'thick').			
Milk, Spreads, Dressings and Sandwich Fillings				
9	Semi-skimmed or skimmed milk is used for drinks.			
10	Lower fat spreads, mayonnaise and dressings are available. Customers have the option to add their own dressings, mayonnaise and spreads.			
11	Where sandwiches are served at least two lower fat fillings are available (e.g. chicken or tuna without mayonnaise).			
Salt				
12	Where salt is added after cooking/preparation, customers add their own salt. Sachets or salt shakers with fewer holes are available.	E		
13	Salt is not added to the water used for cooking vegetables, rice or pasta.			
Sugar				
14	Where soft drinks are sold water, reduced sugar/diet drinks (<5% sugar) and/or unsweetened fruit juices are available and more prominently displayed.	E		
15	Lower sugar snacks are available as an alternative to biscuits or chocolate etc. (e.g. fruit, dried fruit, unsalted nuts or seeds, plain popcorn, oat biscuits).			
16	Drinking/tap water always available.			
Fruit and Vegetables				
17	A portion (80g) of vegetables or salad is always available as an accompaniment (e.g. peas, corn, mixed salad but NOT potatoes).			
18	Fresh fruit is always available and is prominently displayed.			
Carbohydrates				

Healthier Catering Commitment for London		YES	NO	N/A
19	If chips are served there is always a healthier starchy alternative (e.g. jacket potato, bread, rice, pasta, couscous etc.).			
20	Wholegrain varieties of carbohydrates are available (e.g. wholemeal bread, pittas, rotis, whole wheat pasta, brown or wild rice). Where rice is served, boiled/steamed rice is available as an alternative to pilau or fried rice.			
Portion Size				
21	Smaller portions are available for children and adults if requested (between 1/2 to 1/3 of a standard size portion).	E		
Healthier Option Promotion				
22	Healthy eating is promoted by staff - for example, by providing leaflets, posters and offering vegetables/salad instead of chips. Healthy options are prominently on display.			

4 Food Safety

- 4.1 The Operator shall monitor food safety and hygiene standards for each kiosk as relevant, working closely with the relevant Host Borough Environmental Health Teams.
- 4.2 The Operator shall comply with the following key Food Law requirements in full:
- (a) EU 852/2004 as enforced by the Food Hygiene (England) Regulations 2006;
 - (b) EU 178/2002 as enforced by the General Food Regulations 2004;
 - (c) the Food Premises Registration Regulations 1991 (under these regulations there is a requirement to register with the Environmental Health Service at least 28 days prior to opening. This form is accessible from the local authority website);
 - (d) all structural finishes and equipment must comply with the catering Guide (industry) to Good Hygiene Practice; Chadwick House Group Ltd;
 - (e) the Operator shall ensure all catering is covered within their health and Safety policy, including full Health & Safety Executive compliance with food hygiene requirements; and
 - (f) alcoholic drinks may be served, subject to licensing and all statutory consents being adhered to. The Client requires the Operator to operate the Challenge 25 scheme. For the avoidance of doubt, ALL alcoholic drinks must be procured and served by the Operator in order to ensure compliance with the licence. A personal licence holder must be present at any time when alcoholic beverages are being served.

5 Commercial Provisions

- 5.1 If the Client so requires, the Operator shall be required to sell and provide Client-specified branded confectionery or food and drink obtained from Client-specified third party suppliers or manufacturers (as applicable). In that event the Operator may not sell or provide similar confectionery, food and drink products provided by other non-Client-specified suppliers or made by other non-Client-specified manufacturers (as applicable). The Client will decide what constitutes similar confectionery, food and drink products, acting reasonably.
- 5.2 The Operator will not be permitted to sell tobacco and related products.

6 Customer Service and Quality of Service

- 6.1 The Operator will ensure an excellent customer experience and all customers to be politely greeted and served.
- 6.2 The Operator will establish a continuous service improvement system of inspection on all operational standards and performance measures with regard to catering and vending services.
- 6.3 The Operator will ensure servery areas and vending machines will be serviced, cleaned and well stocked at all times with appropriate checks in place.
- 6.4 The Operator will set up a combination of customer satisfaction surveys (questionnaires and face-to-face interviews), mystery shopper visits and user-friendly customer comment cards in relation to catering services.

7 Licensing

7.1 The Operator must:

- (a) do all such things and acts as are requisite to preserve the Licences;
- (b) not surrender or agree to surrender the Licences or any of them nor do anything which might cause the Licences to be revoked;
- (c) pay all fees in respect of any application or notice under Part 3 of the Licensing Act 2003 and all annual fees in respect of the Licences;
- (d) pay the Client's reasonable costs in respect of any variation of the Licences pursuant to paragraph 7.2 of this Appendix;
- (e) ensure the premises licence for the LAC issued under the Licensing Act 2003 is kept up to date at all times. The Operator must not make any application for or variation to any Licences without the consent of the Client. Copies of the Licences and contact details for the nominated designated premises supervisor (as defined under the Licensing Act 2003) are to be provided to the Client;
- (f) provide the designated premises supervisor for the LAC; and
- (g) indemnify and keep the Client indemnified in respect of any loss damage or expense suffered by the Client as a result of:
 - (i) the commission of any offence under the Licensing Act 2003;
 - (ii) any failure to comply with the conditions to which the Licences are subject; and
 - (iii) any steps taken on any determination of an application for a review of the Licences which is a consequence of any act or omission by the Operator or the designated premises supervisor (as that term is defined in the Licensing Act 2003).

7.2 The Client will:

- (a) take reasonable steps to transfer to the Operator the existing Licences (except the personal licence for the designated premises supervisor) in its name; and
- (b) use reasonable endeavours to vary the Licences if the Operator so requires, acting reasonably.

8 Alterations and Signs

8.1 The Operator is to comply with all proper and reasonable regulations (including any signage strategy) made by the client from time to time and the client is to notify the operator of such regulations in writing.

8.2 The Client grants the Operator the following rights with the catering areas:

- (a) the right to display the name and corporate identity logo of the Operator at the LAC in the "signage zones", the said signage zones to be such zones as are allocated by the

Client from time to time, in a form and manner to be approved by the Client, with the prior written consent of the Client only;

- (b) The Operator shall not make any alteration to the LAC without the consent of the Client, such consent not to be unreasonably withheld;
- (c) The Operator shall not attach any sign, fascia, placard, board, poster or advertisement to the LAC so as to be seen from the outside of the LAC and shall conform to the Clients; and
- (d) The Operator shall not advertise or undertake promotions of products which are deemed high in fat, sugar or salt (HFSS) in accordance with legislation and good industry practise.

8.3 The Operator shall not carry out any alteration to the LAC which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the LAC.

Appendix 8

London Aquatic Centre Mobilisation

S43

S43

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Appendix 9

Sustainability Guide to QEOP 2030



YOUR
SUSTAINABILITY
GUIDE TO

QUEEN ELIZABETH OLYMPIC PARK 2030



LONDON LEGACY
DEVELOPMENT
CORPORATION

A PIONEERING MODEL OF URBAN REGENERATION:
SUSTAINABLE INFRASTRUCTURE
FOR SUSTAINABLE LIFESTYLES.





HOW TO USE THIS GUIDE

This guide explores how the Park, venues and events have been developed to respond to and tackle the significant environmental challenges of our time: a changing climate, the loss of biodiversity and the overconsumption of vital resources. The Queen Elizabeth Olympic Park in east London has a fantastic opportunity to lead the way in sustainable living for its neighbours across London and beyond.

However, sustainability in the Park goes beyond the environment. It is also a story of social equality and employment, and of economic growth and prosperity. These wider social, economic and environmental purposes make up the London Legacy Development Corporation's overarching environmental themes [see p.48]. They define its contribution to the shared objective of convergence, ensuring that legacy benefits stretch beyond the Park borders into the surrounding communities. They also influence the Development Corporation's entire work programme, from internal operations, to planning legacy communities, to defining operating arrangements for venues.

The environmental themes focus on seven key areas. As you explore this guide, these are represented using the icons below.

ENVIRONMENTAL THEMES



ENERGY CONSERVATION
& CARBON REDUCTION



WASTE
MANAGEMENT



WATER MANAGEMENT
& CONSERVATION

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BIODIVERSITY



FACILITATING
SUSTAINABLE LIFESTYLES



TRANSPORT
& CONNECTIVITY



MATERIALS
SELECTION





GETTING STARTED

DESTINATION

QUEEN ELIZABETH OLYMPIC PARK, 2030



The Development Corporation's vision for a sustainable Park is exciting, ambitious and already happening. Start your discovery of our environmental sustainability objectives here.

It's the year 2030. Welcome to Queen Elizabeth Olympic Park.

Arrive by bike, dock at a secure parking station and begin your exploration on foot.

Stroll along the canal paths and watch children kayaking, water taxis returning locals from the city and fishermen sitting on the shaded banks.

Take in the view of London's iconic skyline from the panoramic heights of the ArcelorMittal Orbit's viewing platform. Admire the sweep of the Velodrome's curving timber roof across the park, and look down at crowds parking their bikes and hopping off buses as they arrive for a concert at the Stadium.

Explore the community gardens, walk along the wetlands, or wander among the new homes, capped with green roofs, solar panels, and clever ways to catch rainwater. Discover the buildings – as smart as they are stylish – built from sustainable materials, and designed to use energy and water sparingly.

**OR JUST RELAX IN THE PARK
WITH A PICNIC, LISTEN IN TO AN
OPEN-MIKE SESSION AND WATCH
THE VIBRANT COMMUNITY
THAT LIVES THERE GO BY.**

PROMOTING SUSTAINABLE LIVING

When the London 2012 Games bid team promised a sustainable Games in 2005, they recognised the opportunity to use the power of the world's greatest sporting event to drive a legacy of positive change. This laid the foundation for sustainable lifestyles.

The Development Corporation will build on this vision to realise a thriving new district based on three key themes: **People, Places and Performance.**

People enabled to live sustainable, low carbon, resource efficient and healthy lives.

Following the Games, the Development Corporation will use the regeneration of the Park to inspire and enable sustainable lifestyles for residents, employees and visitors. We will help make this kind of lifestyle desirable and, together with Park events and projects, help spread sustainable living to the Park's surrounding communities.

Places that sustain parkland, waterways and walkable neighbourhoods, preparing for a changing climate.

We will continue to populate the Park with biodiverse green spaces, clean, usable rivers and canals, and a network of walking and cycle paths. You will find sustainably designed homes in five neighbourhoods framing the parklands, venues that host events in high-performance buildings and extensive recycling initiatives.

Performance based on sustainable procurement and long-term environmental management.

In the lead up to and staging of the Games, the Olympic Park has inspired new standards for venue construction and across the catering and hospitality sectors.

The Development Corporation will continue to inspire new standards; in construction (mostly residential developments), in the events sector and in its operation of venues and parklands. The Development Corporation will also develop a program to foster sustainable lifestyles, helping to improve knowledge and understanding of embodied carbon and material choices.

Together these three aims will provide a catalyst for sustainable ways of living that protect the environment, boost the economy and enhance a vibrant, diverse community. In doing so, the Development Corporation aspires to be a leader in delivering sustainability at an unprecedented scale in the UK.

“WE AIM TO CREATE A PIONEERING
MODEL OF URBAN REGENERATION:
SUSTAINABLE INFRASTRUCTURE
FOR SUSTAINABLE LIFESTYLES.”

ANDREW ALTMAN,
CHIEF EXECUTIVE,
THE DEVELOPMENT CORPORATION, 2012

GETTING STARTED



SUSTAINABILITY
IN ACTION:
TOP 10





1. LIVE IN A LIFETIME HOME

get a good night's rest in one of these low energy, low water homes. Built from low-impact non-toxic materials, they will adapt to their residents' needs over a lifetime.



2. TAKE A STADIUM TOUR

arrive by public transport and see the Stadium champion sustainability in the way it was built (with minimum waste and careful materials selection), and in the way it operates (with low energy, low water use and low running costs).



3. CHECK OUT THE ENERGY CENTRE

discover the innovative infrastructure that provides low-carbon heat and cooling to venues, commercial spaces, and neighbourhoods in and beyond the Park.



4. ROAM LONDON'S NEWEST NEIGHBOURHOODS

admire the 21st century interpretation of London's terraces and mews, stop at the local library for information and cross the canal on a new pedestrian bridge for a walking tour of east London's attractions.



5. VISIT THE NORTH PARK

enjoy the bio-diverse wetlands along the River Lea, kick a ball in the central lawn, or go to the playground – all within a magnificent, ecologically rich river valley landscape.



6. ENJOY THE SOUTH PLAZA

visit a farmers' market, run a 10km, do a public Tai Chi class, or attend an outdoor concert. You can pick from a calendar of over 2000 events, each one run to achieve ambitious environmental targets.



7. TAKE A WATER TAXI

arrive by water to the Canal Park along the Lee Navigation, part of the site's 6.5 km of revitalised waterways. Continue north to explore the wider Lee Valley, or venture south to the Thames.



8. GET ON YOUR BIKE

get to work or explore the Park by bike, foot or boat or, if you're coming from further afield, arrive by bus, train, underground or DLR.



9. ENJOY THE FOOD

stop at any of the cafés and restaurants in the Park for menus featuring local, organic and seasonal produce. Residents can also grow their own food in attractive and secure allotments and community gardens.



10. LOG ON

use site wide Wi-Fi coverage to work from home, access real time travel information or look at the latest event schedule – all at download speeds ten times faster than average.

EXPLORE



Get a flavour of what the Park has in store for you by exploring where to live, what to do and how to get from place to place.



EXPLORE

HOW TO GET AROUND



TRANSPORT LINKS

Most people will get around the Park by walking and cycling, and you'll find the neighbourhoods easy to navigate. Of course, the public transport system will also be superb.



EXPLORE



HOW TO GET AROUND



CHARGED UP

Coming by electric car or thinking about hiring one? You'll find plenty of charging points around the Park, as well as incentives to make the move to electric vehicles.



WIDER CONNECTIONS

The London Underground, DLR, Crossrail and International Rail all converge in the Park. Stratford International to Kings Cross is just seven minutes by train, and no major London terminal is more than a 35-minute ride away.





WALKING AND WHEELING

Approaching from Hackney, Tower Hamlets, Waltham Forest or Newham you will find that the Park is a foot and cycle-friendly neighbourhood. Grab a bike from one of the docking stations and get exploring!



ON THE MOVE

A sustainable freight strategy continues to keep the impact of moving materials to and from the Park to a minimum. During the Park's construction, a temporary wharf on the City Mills River allowed materials to travel by barge.



THIS IS YOUR STOP

Every home is within 350m of a bus stop. Real-time travel information and demand management systems make public transport a better option than private vehicles.

IF YOU'RE TRAVELLING FROM FURTHER AFIELD, YOU'LL BE PLEASANTLY SURPRISED BY HOW WELL-CONNECTED THE PARK IS – YOU CAN EASILY GET TO THE AREA BY BUS, TUBE, TRAIN, DLR OR USING CYCLE ROUTES.

Residents will not have to travel by car for their daily needs – schools, playgrounds, shops, restaurants and health centres are within walking and cycling distance.

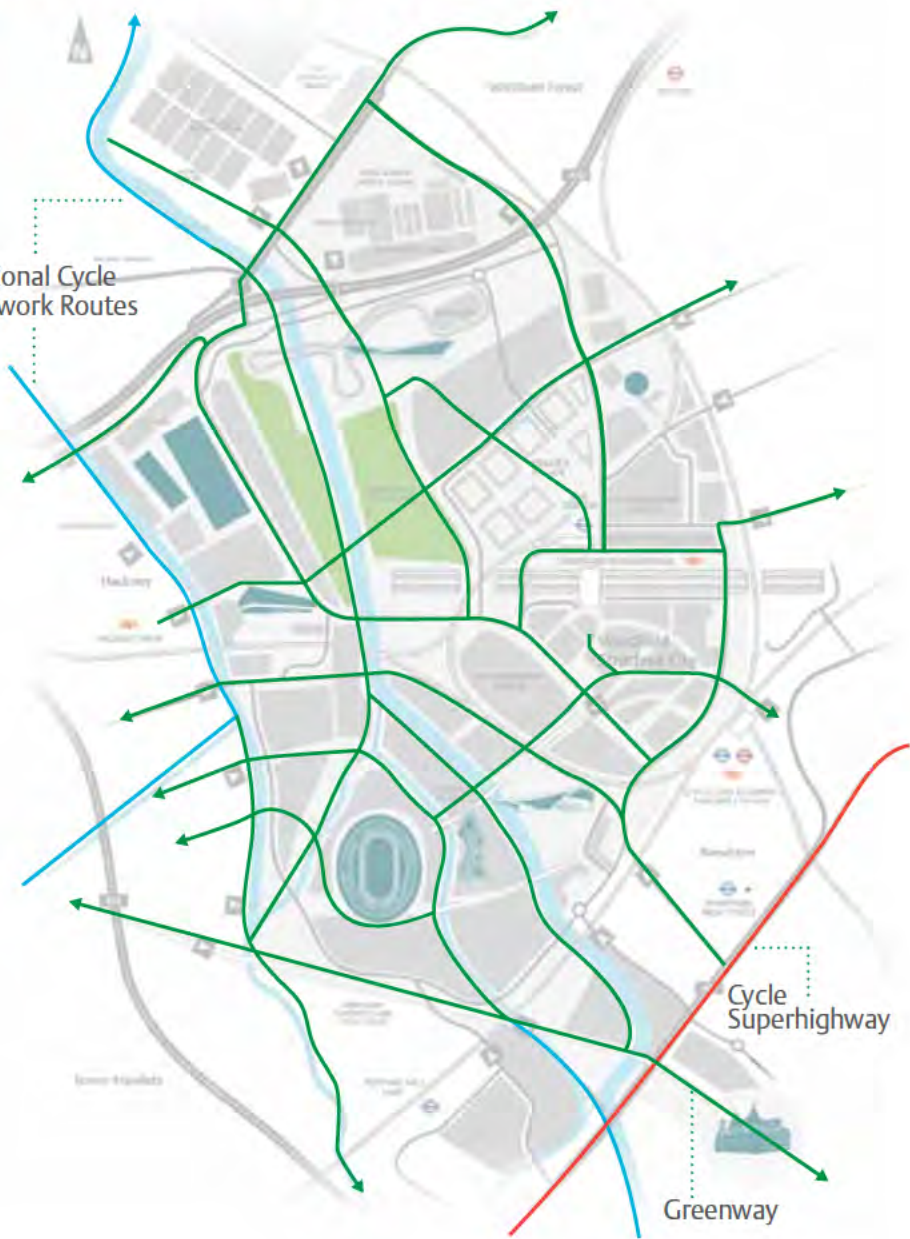
Our Travel Plan improves public transport usage, road safety, and health and wellbeing, while also reducing private car usage and inappropriate car parking.

Sustainable transport technologies and the use of alternative fuels help to improve air quality.

There are electric charging points in the car park, as well as on street parking bays across the Park.

CYCLE ROUTES

EXPLORE





CYCLE HIRE

It's easy and affordable to hire a bicycle from the local businesses in the Park.

KEY NEW PATHS

Key new paths through Queen Elizabeth Olympic Park are designed either as commuter links, recreational routes or a combination of the two.

NATIONAL CYCLE NETWORK ROUTES

By linking to existing national cycle routes, the attractiveness of cycling to the Park from further afield is increased.

LEE VALLEY VELOPARK

The Park is home to a world class cycling hub with BMX and road cycle tracks, and a velodrome.

THE PARK IS EXTREMELY CYCLE-FRIENDLY, WITH WIDE CYCLE PATHS AND PLENTY OF BIKE PARKING FACILITIES

Cycle routes link the Park to its surrounding communities and reach further into central London. Many routes follow the beautiful waterways.

London has many cycle schemes, including the TfL Cycle Hire Scheme, initiatives to improve cycle safety and training, better cycle parking and cycle superhighways

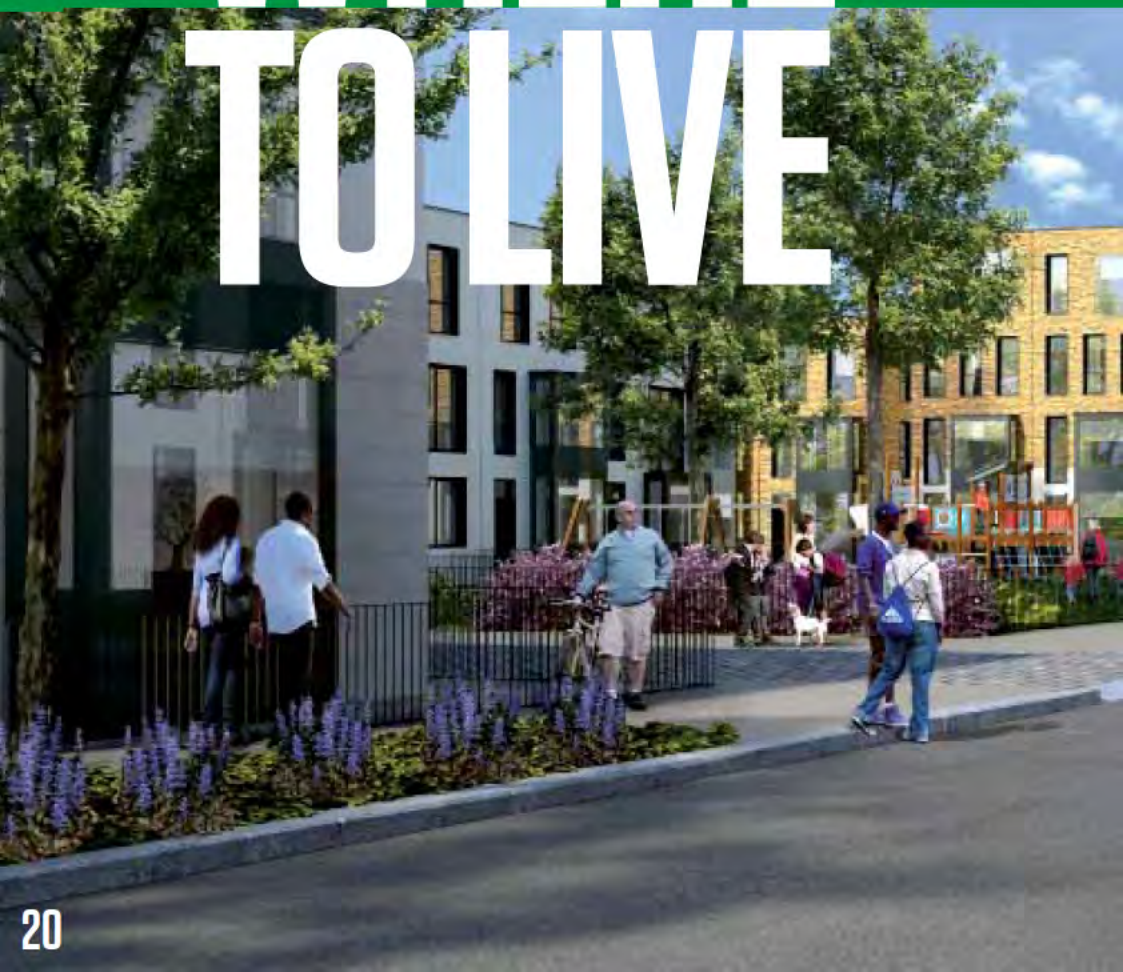
Reduced car use contributes to improved air quality.

LONDON CYCLE ROUTES



EXPLORE

WHERE TO LIVE



NEW DEVELOPMENT AREAS

Enjoy spacious, durable and well-designed buildings that are set on safe, vibrant streets amongst active green spaces in neighbourhoods designed to optimise walking and cycling with facilities for daily needs provided locally.



EXPLORE



LOCAL NEIGHBOURHOOD

EXPLORE



ROOFS THAT HARVEST

Green roofs keep things cool, build resilience against flooding and create more open space. PVs provide electricity.



SAFE AND OPEN

Streets and public realm are designed to favour pedestrians and cyclists.



BYE BYE BOILERS

Homes are connected to the low carbon distribution heating system providing affordable heat to residents.



LIFETIME LOW CARBON

Materials have low embodied carbon.



FULLY CHARGED

Electric charging points for cars are provided.



PINT OF MILK

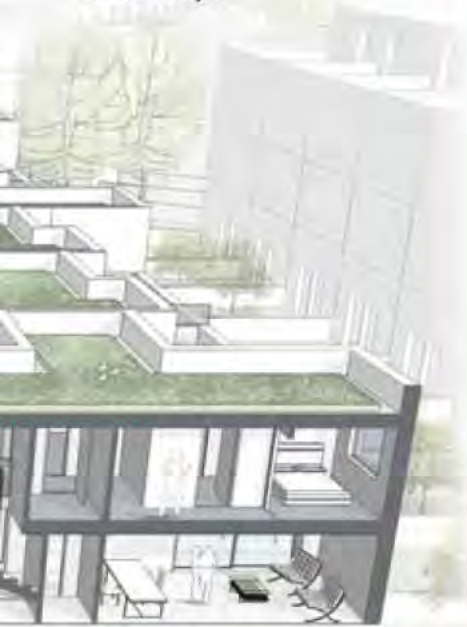
Local shops and community facilities are located nearby to ensure daily needs are met.

OOD



KEEPING DRY

Sustainable urban drainage is incorporated into the design of footways.



TRAVELLING LIGHT

Walking, cycling and public transport are the primary ways to get around. Compact streets encourage slow moving local traffic.

SAFE, OPEN NEIGHBOURHOODS WITH LOW-CARBON, ACCESSIBLE HOMES AND PLENTY OF GREEN SPACE FOR COMMUNITY ACTIVITIES.

All homes in these neighbourhoods meet the Government's 2016 Zero Carbon definition.

All homes are designed to a minimum Code for Sustainable Homes Level 4 but achieve credits that exceed its requirements.

100% are lifetime homes and 10% are wheelchair accessible.

35% of the housing across the Queen Elizabeth Olympic Park is affordable.

All building materials are chosen after lifecycle assessments, therefore reducing embodied carbon.

Residents can grow food in their gardens, on balconies or in allotments.

Neighbourhoods have local shops and community facilities for both new and existing communities.

INSIDE A HOME



EFFICIENT APPLIANCES

Highly efficient appliances help to reduce energy usage.



LOOK SMART

Smart meters are standard to help you monitor and control your energy use, and allow you to fit smart appliances.



WASTE NOT

Indoor and outdoor space is provided to store waste and recycling, and to encourage composting of organic waste.





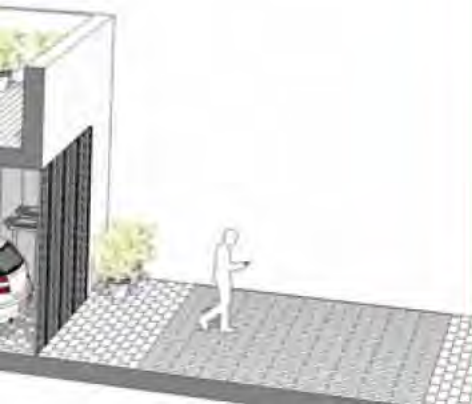
USING EVERY DROP

Roofs and gardens are irrigated by water from rainwater harvesting. Low flow showers in the bathroom help you have a great shower using less water.



COOL COLOURS

The light colours of the buildings reflect the sun's rays and keep your home cooler. The whole-of-life impact of materials selection is always considered.



DESIGNED TO OPTIMISE NATURAL LIGHT AND VENTILATION, AND INSULATED TO HOLD IN WARMTH, THESE HOMES ARE AS COSY AND COMFORTABLE AS THEY ARE ENVIRONMENTALLY FRIENDLY.

EXPLORE

Homes are designed and oriented as much as possible to optimise access to sunlight and daylight. In many cases, this means homes have a double aspect.

All our homes will enable low-water use (averaging 105 litres per day per person, compared to a London average of 144 litres per day) and might be able to use non-potable water.

By 2020, home recycling and composting should be 60% (compared to a London average today of 32%). By 2025, no municipal waste should go directly to landfill.

All homes will be equipped with smart meters to allow residents to monitor their resource consumption.

Residents will be supported to continually reduce their energy usage.

EXPLORE

WHAT TO SEE & DO



ATTRACTIONS

Whether you're interested in learning new skills, attending events, bird watching, biking, or simply soaking up the beautiful parkland and waterways, you'll find plenty of attractions to keep you busy in the Park.



EXPLORE



WHAT TO SEE & DO

EXPLORE



THE GREAT OUTDOORS

The Park has over 100 hectares of metropolitan open land, 45 hectares of biodiverse parkland and 6.5 km of waterways – a fantastic leisure amenity.



HACKNEY
MARSHES

QUEEN
ELIZABETH
OLYMPIC
PARK

VICTORIA
PARK

GREENWAY

THREE MILLS
GREEN



ENERGISE

The Energy Centre's visitor centre shows the efficiency of heating and cooling in the Park, and gives advice on reducing personal energy use and carbon emissions.



GET HEALTHY

Swim in the pool, kick a ball, cycle around the Park, play basketball in the Arena or volunteer to be a sports coach.



THE BIG SIX

See the Stadium, Aquatics Centre, Lee Valley VeloPark, Multi-Use Arena, Lee Valley Tennis and Hockey Centres, and the ArcelorMittal Orbit – six permanent venues and attractions that embody our sustainability journey.



THE MAIN EVENTS

International sporting events, outdoor food markets, music performances, community festivals – make sure to check out the Park's packed calendar.

WHY NOT TAKE A PARK TOUR? FROM THE VELOPARK TO THE ENERGY CENTRE, YOU'LL LEARN HOW DESIGN, CONSTRUCTION AND OPERATION ARE CRITICAL IN THE CREATION OF SUSTAINABLE NEIGHBOURHOODS.

EXPLORE

The Park has rejuvenated the ecosystem of the lower Lea Valley. Everyone benefits from improved air quality and biodiversity.

All neighbourhoods, homes and open spaces are designed to be climate resilient with, for example, plenty of natural shade and green roofs.

The Development Corporation is aiming to achieve ISO 20121 for events in 2012 – a third party certified sustainability management system standard inspired and used by the London 2012 Games.

SUSTAINABLE EVENT



WELL CONNECTED

Arrive at the event by bike, bus, tube or on foot.



PAPERLESS TICKET

No need to print, just download your ticket onto your phone.



RECYCLE IT

Promotion of zero waste to landfill from events.






SUPER FOOD

Sample the variety of foods on offer including seasonal, local and worldwide cuisines in our restaurants or at the food market.



SMART SOUVENIRS

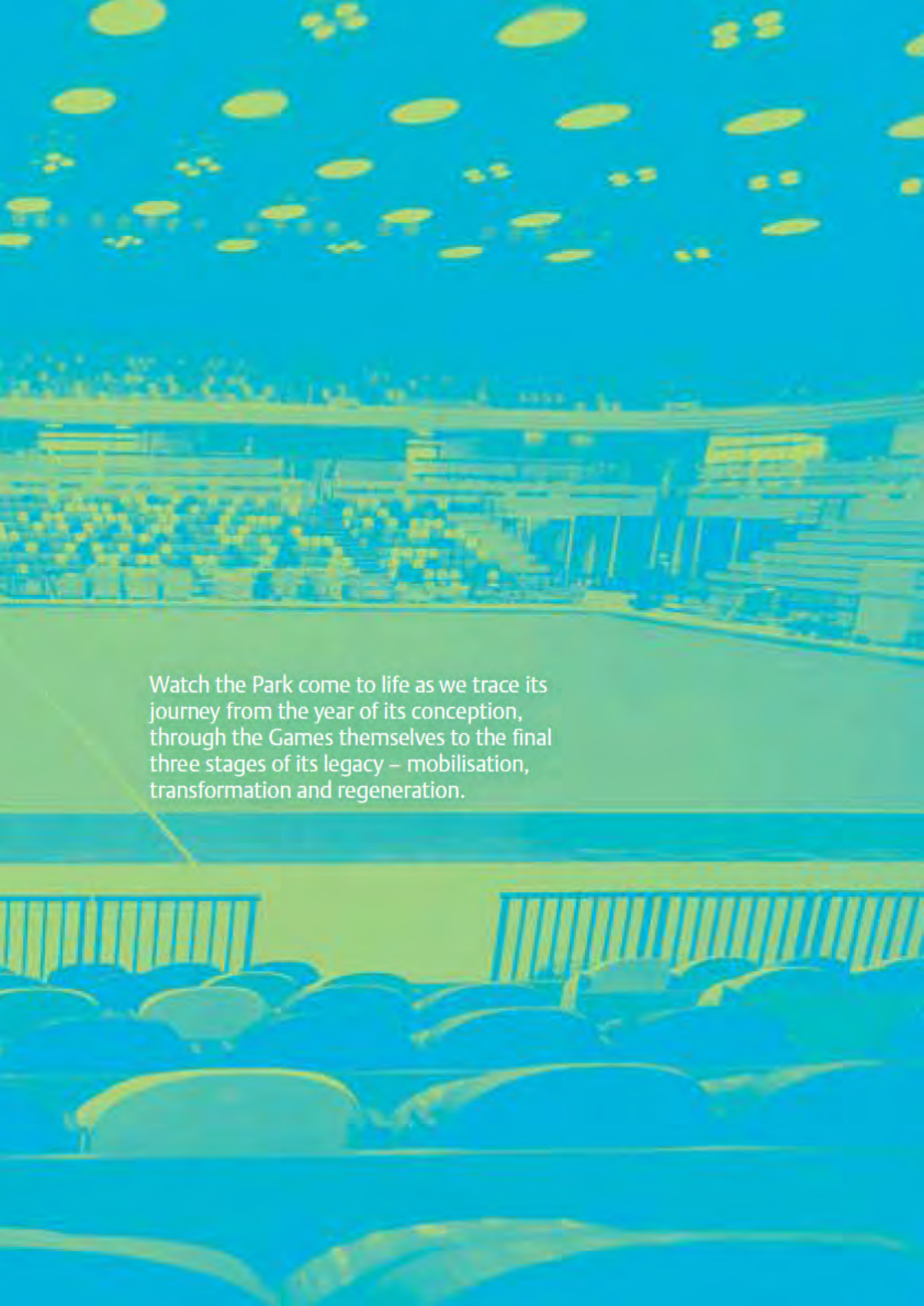
We will encourage merchandise from sustainable sources and we are working with suppliers to ensure their supply chains meet our requirements.



THE PARK'S EVENTS MAKE IT A
COMPELLING DESTINATION FOR A
WIDE RANGE OF LOCAL, REGIONAL
AND INTERNATIONAL VISITORS.



HISTORY



Watch the Park come to life as we trace its journey from the year of its conception, through the Games themselves to the final three stages of its legacy – mobilisation, transformation and regeneration.

LOOKING BACK

In the early 2000s, the London 2012 Games were still a decade away and the Park was a very different place. What is now the beautiful Aquatics Centre was a breakers yard and a mountain of broken fridges.

Today's parkland was wasteland. Part of the site was a dumping ground for industrial and domestic waste and much of the land was polluted with contaminants such as oil, tar, arsenic and lead. Fifty-two high-voltage pylons marched across the site and dominated the landscape.

The waterways in and around the future Queen Elizabeth Olympic Park were neglected. Water quality was poor, river walls were in bad condition and many contained abandoned shopping trolleys and car tyres. Potential wildlife habitats were suffocated by invasive plant species such as Japanese Knotweed and Floating Pennywort.

The area experienced the highest concentration of socio-economic disadvantage in the UK and locals experienced a much lower quality of life than the average Londoner.

BEFORE



Since the successful bid for the London 2012 Games, two decades of continual improvement has transformed one of London's most deprived areas into its most vibrant and sustainable.

The following pages set out the broad phases of the Development Corporation's implementation plan for this huge regeneration project.

AFTER



INHERITANCE

Sustainability has been built into the Games from day one, and this is reflected in all the infrastructure and relationships that are being passed on to the Development Corporation from the Olympic Delivery Authority (ODA) and the London Organising Committee of the Olympic and Paralympic Games (LOCOG).

By working with these organisations, we have justified significant infrastructural investment (such as the Energy Centre) based on our ability to extend its benefits beyond Games time, and beyond Park boundaries. We are committed to building on the pioneering sustainability achievements we inherit.

A SUSTAINABLE BUILT ENVIRONMENT

- A suite of world class energy and resource efficient sporting venues.
- The Energy Centre and district heating network.
- Commercial space in the Press and Broadcast Centres, with solar panels on the Press Centre roof and car park.



SUSTAINABLE SYSTEMS AND TECHNICAL SOLUTIONS

- Separate potable and non potable water networks.
- An experimental waste water treatment plant.
- A high speed telecommunications network.

PARKS AND WATERWAYS

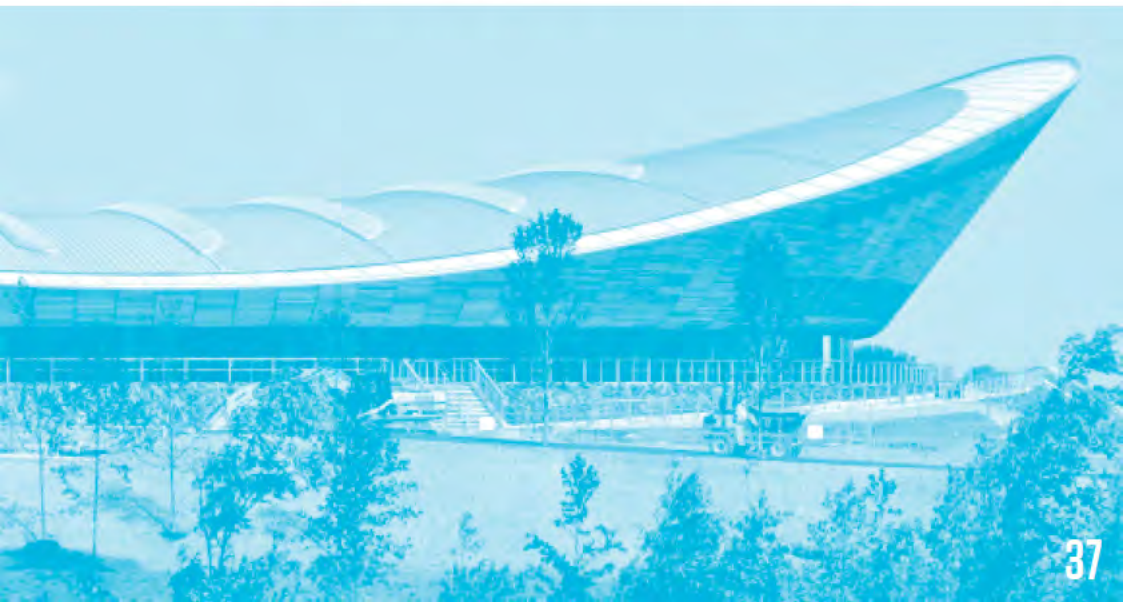
- Parkland and open space.
- Biodiverse habitat within the new parkland.
- Natural solutions to reduce and manage flood risk.
- Remediated and restored brownfield land.
- 3 km of restored waterways.

CONNECTIONS WITHIN AND OUTSIDE THE PARK

- A network of cycling, pedestrian and water routes.
- A plan for 30 bridges and underpasses delivered in the run up to and after the London 2012 Games.

NEW BENCHMARKS FOR INDUSTRY

- A changing mindset within the construction and service industries, with a greater focus on sustainability.



MOBILISATION

2009–
2012

The mobilisation phase of the Development Corporation will deliver a vision that's inspirational and realistic. We need it to help drive and eventually deliver our long-term sustainability aspirations.

Our priorities for this phase are:

Consolidating our inheritance from the ODA and LOCOG. We'll push ahead with plans:

- to extend the CCHP network across and beyond the Park.
- to make full use of the non-potable water system, integrated with a successful Thames Water blackwater treatment plant or treated greywater.
- to develop a zero waste strategy for the Park.

Identifying and building relationships only with partners that can help us deliver our sustainability vision. We're strengthening our relationship with our neighbours, including the Lee Valley Regional Park Authority who own the land on which the Lee Valley VeloPark and the Lee Valley Tennis and Hockey Centres sit. We also have operators committed to delivering our sustainability targets for the Aquatics Centre, the Multi-Use Arena, and the ArcelorMittal Orbit.

Design and planning that fulfil sustainability commitments: public spaces that make low-carbon lifestyles possible and can cope with a changing climate. Following intensive design work we recently submitted our Legacy Communities Scheme planning application.

Learning lessons not only from the experience of ODA and LOCOG, but also from successful London neighbourhoods and sustainability initiatives and innovations from further afield.

Ensuring policies and guidance are in place so we have the processes to help deliver our vision.



THE OLYMPIC AND PARALYMPIC GAMES

London 2012's aspiration to be a truly sustainable Games will showcase our sustainability vision to a global audience during Games time. We're working closely with the ODA and LOCOG to ensure that the sustainability story continues smoothly from the big event into the legacy years.

TRANSFORMATION

2012–
2015

The transformation phase starts when the Development Corporation takes complete ownership of the Park in November 2012. These years will see the area change from a huge event arena to ‘London’s newest destination’.

Our priorities for this phase are:

Reaching beyond the Park – we’ll help the Park’s communities, both old and new, become more connected to their neighbourhoods and the facilities available to them. We’ll do this through the creation of a shared stewardship scheme and wider behaviour change projects, including supporting retrofit programmes to ensure that the benefits of sustainable lifestyles spread beyond the Park’s boundaries.

The Park reopens – by 2014, the Park will have doubled in size, completing the Lea Valley corridor and fulfilling its place within the East London Green Grid. The allotments will be back and our management plan for the Park will be underway. New and renovated bridges and underpasses to the surrounding area will be in place and residents, visitors, workers and neighbouring communities will be able to reach the Park via new bus routes and an extended Cycle Hire scheme.

Pushing sustainability standards – by 2014, all venues will reopen to BREEAM Excellent standard and venues will be monitored event by event against a set of sustainability standards. We will keep our responsibility to maintain and improve the venues, and produce guidance for events producers to ensure it’s possible to deliver low fossil-fuel energy events with zero waste to landfill.

Capturing attention post-Games – by 2014, an irresistible events schedule will be supported by a visitor centre and landscaped south plaza. It is expected that this will help attract 9.3 million annual visits.



REGENERATION



2015–
2030

HISTORY

The regeneration phase starts in 2015 and will see the Park grow from a destination to a pioneering neighbourhood that is a catalyst for sustainable living.

Our priorities for this phase are:

Building neighbourhoods by taking the Park from a fledgling district to a thriving and sustainable community. We're planning up to 8,000 sustainably designed homes, three schools, nine nurseries, seven community spaces and three health centres. Chobham Manor will be the first neighbourhood, with residents moving in from 2015.

Events programming for a packed schedule that operates at the highest level of environmental performance; we're planning for zero fossil fuel energy for both indoor and outdoor events, zero waste to landfill and maximum use of non-potable water.

Innovation and new technologies will be encouraged across the Park in a range of sectors.

Park operations will be in full swing by 2015. Year on year, venues will continually improve their environmental performance. Recycling will be embedded and our management techniques will be helping biodiversity in the Park to thrive.

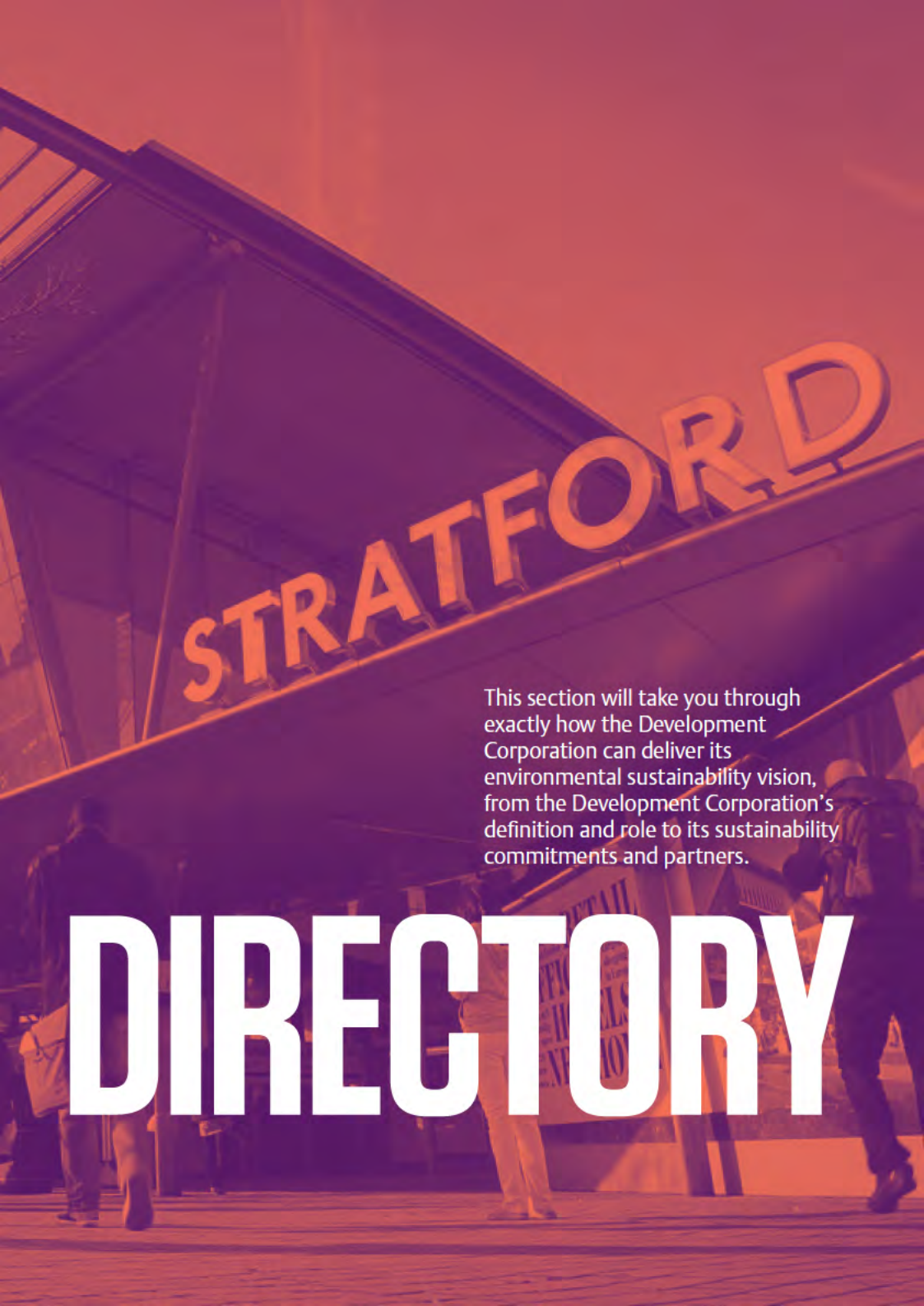
Facilitating sustainable behaviours through progressive educational campaigns that help make sustainable behaviours so easy and desirable they become normal.

Monitoring and reporting to build on progress and share learning. By 2030, we should have unparalleled amounts of data that address tricky issues like embodied carbon and behaviour change.



London Borough of
Ham
For You

WATTS
OK



STRATFORD

This section will take you through exactly how the Development Corporation can deliver its environmental sustainability vision, from the Development Corporation's definition and role to its sustainability commitments and partners.

DIRECTORY



SUSTAINABILITY FRAMEWORK

DIRECTORY



This framework outlines how the Development Corporation will deliver its vision of a pioneering model of sustainable living:

1. The **aims**, Place, People and Performance, set out the pillars of the Development Corporation's approach to achieving our vision.
2. The **objectives** describe the required actions the Development Corporation must take to achieve its objectives.
3. The **environmental themes** are the specific areas in which the Development Corporation is taking action.

SUSTAINABILITY FRAMEWORK

PEOPLE

VISION

A PIONEERING MODEL OF URBAN REGENERATION:
SUSTAINABLE INFRASTRUCTURE FOR
SUSTAINABLE LIFESTYLES

AIMS

People enabled to live sustainable, low carbon, resource efficient and healthy lifestyles.

OBJECTIVES

- Develop infrastructure that enables sustainable lifestyles
- Contribute to knowledge-sharing and educational programmes that engage people on sustainable living

ENVIRONMENTAL THEMES



ENERGY CONSERVATION
& CARBON REDUCTION



WASTE
MANAGEMENT



WATER MANAGEMENT
& CONSERVATION

To see what the Development Corporation has committed to in its environmental themes, please read 'Sustainability commitments'.

PLACES

PERFORMANCE

Places that sustain parkland, waterways and walkable neighbourhoods, preparing for a changing climate.

Performance based on sustainable procurement and long-term environmental management.

- Build sustainable neighbourhoods and communities
- Create biodiverse parks and waterways
- Manage parks and waterways for the benefit of wildlife and people
- Ensure the Park works to limit and adapt to climate change

- Work with partners to ensure that all contracts seek to minimise environmental impacts
- Ensure continual improvement in environmental performance across our operations
- Monitor and report on progress



BIODIVERSITY



**FACILITATING
SUSTAINABLE LIFESTYLES**



**TRANSPORT
& CONNECTIVITY**



**MATERIALS
SELECTION**



SUSTAINABILITY COMMITMENTS

DIRECTORY



By identifying and taking action on the environmental themes listed in the Sustainability Framework, the Development Corporation will deliver the overarching sustainability aspirations of the Park.

This section of the policy lays out the Development Corporation's seven environmental themes and describes how we are tackling them through a combination of aspirational and mandatory targets.

SUSTAINABILITY COMMITMENTS

These commitments will inform our work with operators and guide our negotiations with developers. We will establish review mechanisms to make sure the targets are updated when they have been met and to address any challenges in meeting them. Progress against our commitments will be monitored by our sustainability working group.

For each environmental theme, we have set targets alongside the Development Corporation's four workstreams:

- **New construction** – all new building work.
- **Venues and parklands** – the venues and green spaces in the Park.
- **Events** – local, national and international events in the Park.
- **Corporate** – our corporate activities, performance of our office and staff, and focus on achieving standards BS8901 and ISO20121 for event management.



WATER MANAGEMENT & CONSERVATION

We commit to minimise overall water demand and increase efficiency through best practice, innovative technology, sensitive urban design and landscaping, and by tackling local flooding and water course pollution.

NEW CONSTRUCTION

- Potable water use of no more than 105 litres per day per person in homes through reducing demand and use of low flow fittings and appliances.
- Rainwater harvesting and greywater treatment in new developments.
- Initiate studies to optimise the use of the Thames Water Blackwater Treatment Plant and non-potable water network for irrigation and toilet flushing.

VENUES & PARKLANDS

- Maintain and improve the current 40% reduction in potable water use in the venues.
- Irrigate parklands through rainwater harvesting and with treated blackwater via the non-potable water system.
- Develop a strategy with British Waterways to explore opportunities for leisure, transport, tourism and education.

EVENTS

- All Development Corporation indoor events to limit use of bottled water.
- Work with external event companies to reduce water usage.

CORPORATE

- Monitor performance, publish data to set benchmarks, and report on sustainability targets.



ENERGY CONSERVATION & CARBON REDUCTION

We commit to achieve zero carbon buildings in advance of government policy requirements and to aim for stringent reduction in emissions across all Development Corporation work streams.

NEW CONSTRUCTION

- Require a minimum achievement of Code for Sustainable Homes Level 4 for new homes under current standards. This target will be reviewed as standards evolve.
- In addition, achieve Zero Carbon Homes requirement before the standards apply; require a 65% reduction in emissions over Building Regulations 2010 through fabric improvements and on-site features.
- Permit up to 35% of emissions mitigation through allowable solutions in surrounding communities as part of the Development Corporation's regeneration remit. Allowable solutions will be developed in collaboration with Boroughs and local partners.
- 40% reduction in emissions over Building Regulations 2010 for non-residential buildings; Zero Carbon standard when defined.
- 15% reduction in emissions over 5 years in actual in-use energy use through engagement with occupants and the promotion of energy efficient home appliances.
- Support the extension of the district heating network outside the Park following connection to the Stratford Halo/Genesis development.
- Explore provisions to mitigate fuel poverty.

VENUES & PARKLANDS

- 25% reduction in operational emissions intensity over five years in venues and parklands.
- Provide low carbon site lighting and use energy efficient park maintenance equipment.

EVENTS

- Develop guidelines for and commit to delivering low or zero carbon events in the Park through, for example, renewable energy, paperless ticketing, local food sourcing, low-impact merchandise etc.
- Two-year monitoring and data gathering period after Park opening in 2014 to establish a benchmark for year-on-year improvement (% target to be set after two years).

CORPORATE

- Achieve 25% reduction in corporate emissions intensity over five years (includes emissions from energy use in office premises as well as staff travel).
- Monitor performance, publish data to set benchmarks, and report on sustainability targets.





MATERIALS SELECTION

We commit to identify, source, and use local, environmentally and socially responsible materials.

NEW CONSTRUCTION

- 15% reduction in embodied carbon in new construction, as compared to industry baseline (to be monitored and published).
- 25% minimum recycled content of major materials (by value) within new buildings and infrastructure.
- 20% minimum, by value, of construction materials to be from a reused or recycled source.
- 100% of timber products from legal and sustainable sources supported by appropriate evidence as defined by the UK Central Point of Expertise on Timber (CPET) with full chain custody.
- No use of HFCs where acceptable alternatives exist.

VENUES & PARKLANDS

- Energy efficient lighting installed across the Park.
- 100% of timber from legal and sustainable sources.
- Use of recyclable and biodegradable materials for packaging, particularly for food.

EVENTS

- Temporary structures for events must be designed and built for reuse.

CORPORATE

- Collaborate with universities, NGOs and other research bodies to identify low impact building materials and products.
- Require all suppliers of goods and services to adhere to guidelines as part of the Development Corporation's Sustainable Procurement Policy.
- Monitor performance, publish data to set benchmarks, and report on sustainability targets.



WASTE MANAGEMENT

We commit to reduce waste production and increase waste stream recycling, ultimately sending zero waste to landfill.

NEW CONSTRUCTION

- Zero municipal waste directly to landfill by 2025.
- 95% reduction in construction, demolition and excavation waste sent to landfill from 2014.
- Monitor and report on construction waste using the Waste and Resources Action Programme's (WRAP) Online Reporting Tool.
- Ensure all new buildings have adequate internal and external storage space for recyclable household waste.
- Promote on-site compost facilities to reduce the amount of household waste sent to landfill.

VENUES & PARKLANDS

- Recycle or compost 70% of commercial waste by 2015.
- 100% provision of recycling facilities in public areas.
- Zero parklands waste to landfill by 2030.

EVENTS

- Develop best practices to reduce waste production and require event operators to comply with guidelines.
- Zero events waste to landfill by 2020. For events held in venues, work towards the target immediately.

CORPORATE

- Develop education programmes for visitors, workers, and residents about reduction and management of waste.
- Integrate sustainability requirements into supplier contracts and management rules.
- Monitor performance, publish data to set benchmarks, and report on sustainability targets.



TRANSPORT & CONNECTIVITY

We commit to facilitate the use of sustainable modes of transport to reduce emissions, and reduce the overall need for travel.

NEW CONSTRUCTION

- Design walkable and cycle-friendly neighbourhoods with safe streets and paths, and secure cycle parking in homes, offices, and venues.
- No home to be more than 350m away from a bus stop.
- 20% of car parking spaces to have access to electric charging facilities.
- Support demand management techniques to discourage private transport and encourage public transport, car-sharing, car-clubs, cycling, and walking.
- Ensure provision of shower and changing facilities in offices to support commutes by cycle.
- Facilitate a cycle hire scheme within the Park.
- Parking ratios to be London Plan Standard or less.

VENUES & PARKLANDS

- Ensure that 95% of visitors to events and attractions arrive by public transport, cycle, or foot; limited provision of parking, other than blue badge, at venues.

EVENTS

- Make public transport the prime choice for event patrons and commuters.
- Information provided with ticket on how to get to the Park.

CORPORATE

- Develop and maintain a Travel Plan Framework that identifies objectives and sets targets for all new development and initiatives within the Park.
- Monitor performance, publish data to set benchmarks, and report on sustainability targets.



BIODIVERSITY & OPEN SPACE

We commit to provide a variety of usable open spaces and protect wildlife habitat across the Park.

NEW CONSTRUCTION

- Public realm integrated within neighbourhoods contributes to Biodiversity Action Plan (see Further Reading) and links with existing corridors.
- Incorporate Sustainable Urban Drainage Systems (SUDS) in streets and the public realm where possible, enabling species-rich planting and local irrigation potential.
- Design buildings and public space to reduce the urban heat island effect.

VENUES & PARKLANDS

- Provide 102 hectares of metropolitan open space within the Park and its immediate vicinity.
- Provide 45 hectares of Biodiversity Action Plan habitat and links with existing corridors.
- Designs that avoid chemical control of weeds, pests and diseases.
- Maintain parkland access while ensuring the protection and improvement of habitats.
- Ensure the land and its natural resources are sustained in perpetuity.
- Aim to enhance the ecological value of the site.
- Enhance and protect the Park's blue ribbon network.

EVENTS

- Assist the attendees in an appreciation of the Park's biodiversity by directing them to interpretive installations located in relation to diverse ecological settings.
- Respect and protect open space through attention to event location, pedestrian circulation and sight lines

CORPORATE

- Encourage the public to use open space for sport, physical wellbeing, leisure activities, social gathering and cultural events.
- Monitor performance, publish data to set benchmarks, and report on sustainability targets.





FACILITATE SUSTAINABLE LIFESTYLES

We commit to build on the work of the London 2012 Games to inspire behaviour that reinforces health, wellbeing, and sustainability.

NEW CONSTRUCTION

- Develop an occupant engagement programme to achieve a 15% reduction in emissions over five years, with savings to be maintained each year.
- Through the Estate Management Strategy, develop incentives and programmes for residents to optimise sustainable lifestyles.
- 100% homes to have smart meters to collect energy consumption data to make more efficient use of resources.
- Facilitate IT infrastructure including superfast broadband and Wi-Fi to support working from home and venues in and around the Park.

VENUES & PARKLANDS

- Signs and information across the Park will support recycling.
- Programmes developed to encourage local residents to take part in biodiversity surveys.
- Develop and adopt a food charter inspired by the Mayor's Food Policy.

EVENTS

- Collaborate with the event industry and non-governmental organisations to share knowledge and integrate sustainability into the sector.

CORPORATE

- Promote educational initiatives and research programs to enable sustainable behaviour to become the norm in and around the Park.
- Provide environmental awareness training for all staff and contractors.
- Deliver a visitor centre within the energy centre by 2014.
- Monitor performance, publish data to set benchmarks, and report on sustainability targets.





ABOUT THE DEVELOPMENT CORPORATION

The London Legacy Development Corporation is the public sector, not-for-profit organisation set up to manage the ongoing regeneration and development of the future Queen Elizabeth Olympic Park and the areas immediately surrounding the Park. The Development Corporation continues the work of the Olympic Park Legacy Company (OPLC) but has a broader remit, greater powers and an expanded physical boundary.



ABOUT THE DEVELOPMENT CORPORATION

DIRECTORY

REMIT:

To promote and deliver physical, social, economic and environmental regeneration in the Olympic Park and surrounding area, in particular by maximising the legacy of the London 2012 Games, by securing high-quality sustainable development and investment, ensuring the long-term success of the facilities and assets within its direct control and supporting and promoting the aim of convergence. (Mayor of London 2011)

The following priority themes underpin the Development Corporation:

- **Promoting convergence and community participation**
For the goal of convergence to be achieved, the Olympic Park legacy needs to be fully accessible for local people. This means ensuring the Park evolves with input from local residents, that economic opportunities are accessible to local people, businesses and social enterprises, and that sporting, cultural and leisure facilities and events in the Park can be used and enjoyed by local people at all income levels.
- **Championing equalities and inclusion**
The Park lies in one of the most diverse areas of the UK. In addition to statutory duties, the Corporation will take this diversity into account in order to attract the best talent, understand how its decisions impact different communities and groups, and to create and manage its estate in a way that capitalises on, and is accessible by, these diverse communities.
- **Ensuring high quality design**
Architectural, urban and landscape design will be essential elements for creating places that are engaging, safe, usable and beautiful, and which creates and maintains value over the long-term.
- **Ensuring environmental sustainability**
Establishing clear standards for environmental performance, and making the most of natural and built assets to meet the challenges posed by climate change mitigation and adaptation.



ABOUT THE DEVELOPMENT CORPORATION

ROLES

Its wide remit means that the Development Corporation assumes many different roles:

- **Land owner and developer** – leases land to development partners so they can build new infrastructure and neighbourhoods.
- **Venue and attraction operator** – maintains and creates programmes for the Park's many venues and attractions.
- **Estate manager** – oversees the maintenance of parkland and amenities.
- **Events promoter** – ensures that events attract the right audience, from large-scale international sporting meets to local community events.
- **Travel plan manager** – monitors, facilitates and promotes the use of alternate and sustainable modes of transport.
- **Employer and procurer** – finds the right goods and services for the Park.
- **Planning and regeneration agency** – works to deliver socio-economic benefits to the wider region.

The Development Corporation's focus will shift between these roles over the different phases of the Park's life, from mobilisation, through transformation to regeneration (See the History section on p.32).

GOVERNANCE FOR SUSTAINABILITY

To meet its sustainability aims, the Development Corporation has the following internal governance framework:

- Board of Directors
- Executive Management Board (EMB)
- Executive Management Team (EMT) Sustainability Working Group
- Sustainability Project Team
- Sustainability Management

To ensure effective management of sustainability the Development Corporation will be implementing ISO14001 and ISO20121 management standards. Sustainability is being incorporated into all delivery partner's and contractors' internal management systems. A Quality Review Panel will provide independent review of all key projects and planning applications and will have a specialist advisor on environmental sustainability represented on it.

STAKEHOLDER ENGAGEMENT

During 2012 the Development Corporation will be putting in place two main streams of engaging with sustainability organisations. These are:

- Reactive programme – system to handle questions and enquiries relating to sustainability issues.
- Proactive programme – complementary mechanisms to facilitate dialogue and engagement with stakeholders to involve them in the delivery of a sustainable legacy and to share best practice.

The Development Corporation is committed to working with specialist organisations and individual experts to help develop technical guidance and strategies as required by the organisation. This ongoing dialogue with stakeholders will help ensure that the Development Corporation adequately responds to emerging issues as they develop.

REPORTING

The Development Corporation measures itself against a range of hard, quantitative indicators, such as carbon emissions, modal shift, amount of open space and biodiversity. We also use 'soft' indicators to measure how our work is affecting peoples' lives and to tailor initiatives to facilitate behaviour change.

We will be producing an annual sustainability report to update stakeholders on how we are performing against our commitments.





DEVELOPMENT CORPORATION PARTNERS

The Development Corporation will not be able to achieve its ambitious vision alone. In order to deliver sustainability as standard across the structures and operations of the Park, the Development Corporation is building close working relationships with a wide variety of partners, from government organisations to community groups.



DEVELOPMENT CORPORATION PARTNERS

DIRECTORY

1. COMMERCIAL AND/OR DELIVERY PARTNERS

Values and expectations:

- We will use procurement, specifications and soft market testing activities to encourage our commercial partners to minimise their environmental impact.
- We expect commercial partners to influence their supply chains and therefore have a knock-on effect on the wider industry.
- The Development Corporation, our commercial/delivery partners and the wider industry will share good practice
- We expect commercial partners to explore potential economies of scale when mitigating against impacts.

Example partners:

Building contractors, event owners, hospitality companies

2. GOVERNMENT BODIES AND OFFICIAL ORGANISATIONS

Values and expectations:

- We will work with these partners to align our policies and aspirations into their work.
- We will work with these partners to leverage environmental benefits of our work into the surrounding area.
- We will invite these partners to work with us to help fulfil the aspiration for London to be a sustainable global city.
- We will invite these partners to jointly engage with us and 2012 sponsors as appropriate.

Example partners:

Host boroughs, LVRPA (Lee Valley Regional Park Authority), landowners, GLA (Greater London Authority)

3. COMMUNITY ORGANISATIONS

Values:

- We will seek out and nurture strong new partnerships with local community organisations.

Example partners:

Community groups, environmental organisations, non-governmental organisations (NGOs), charities



REFERENCE



FEELING A BIT LOST? NEED SOME CLARIFICATION? LOOKING FOR MORE INFORMATION? WITH A MAP AND LINKS TO FURTHER READING, THIS FINAL SECTION OF THE POLICY DIRECTS YOU TO FURTHER READING AND RESOURCES.

Corporate Plan

Sport and Healthy Living Policy

Design Quality Policy

Inclusive Design Strategy

Equality and Inclusion Policy

Socio-economic Policy

Community Engagement Policy

The LCS Planning Application

Final drafts of these documents can be found on the Development Corporation's website

www.londonlegacy.co.uk

FURTHER READING



ABOVEGROUND MAP

The Queen Elizabeth Olympic Park is populated with an intricate network of paths, cycle routes, waterways and public transport connections. Key locations are clearly signposted and there is plenty of opportunity to have a sit down, lock up your bike or jump on a bus. The networks shown here will help you navigate the Park itself, as well as point you towards the various connections to nearby communities, the rest of London and beyond.

QUEEN ELIZABETH OLYMPIC PARK







WALTHAM
FOREST

 STRATFORD
INTERNATIONAL

HACKNEY

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STRATFORD REGIONAL
AND BUS STATION

NEWNHAM

PUDDING
MILL LANE

HACKNEY
WICK

TOWER
HAMLETS

Illustrative masterplan submitted
for outline planning permission.

BELOWGROUND MAP

Sustainable lifestyles are supported by sustainable infrastructure. The energy and water systems outlined here show how these schemes are crucial to the low-cost, low-impact lifestyles that the Park is known for.



WATER SYSTEM

The non-potable water system, integrated with a successful Thames Water blackwater treatment or treated greywater plant, will enable low-water use across the Park and beyond – homes will average 105 litres per day per person.

BLACKWATER TREATMENT PLANT

A state of the art facility, which takes sewage from the Great Northern Outfall Sewer and treats it for use irrigating the Park and toilet flushing in the venues.

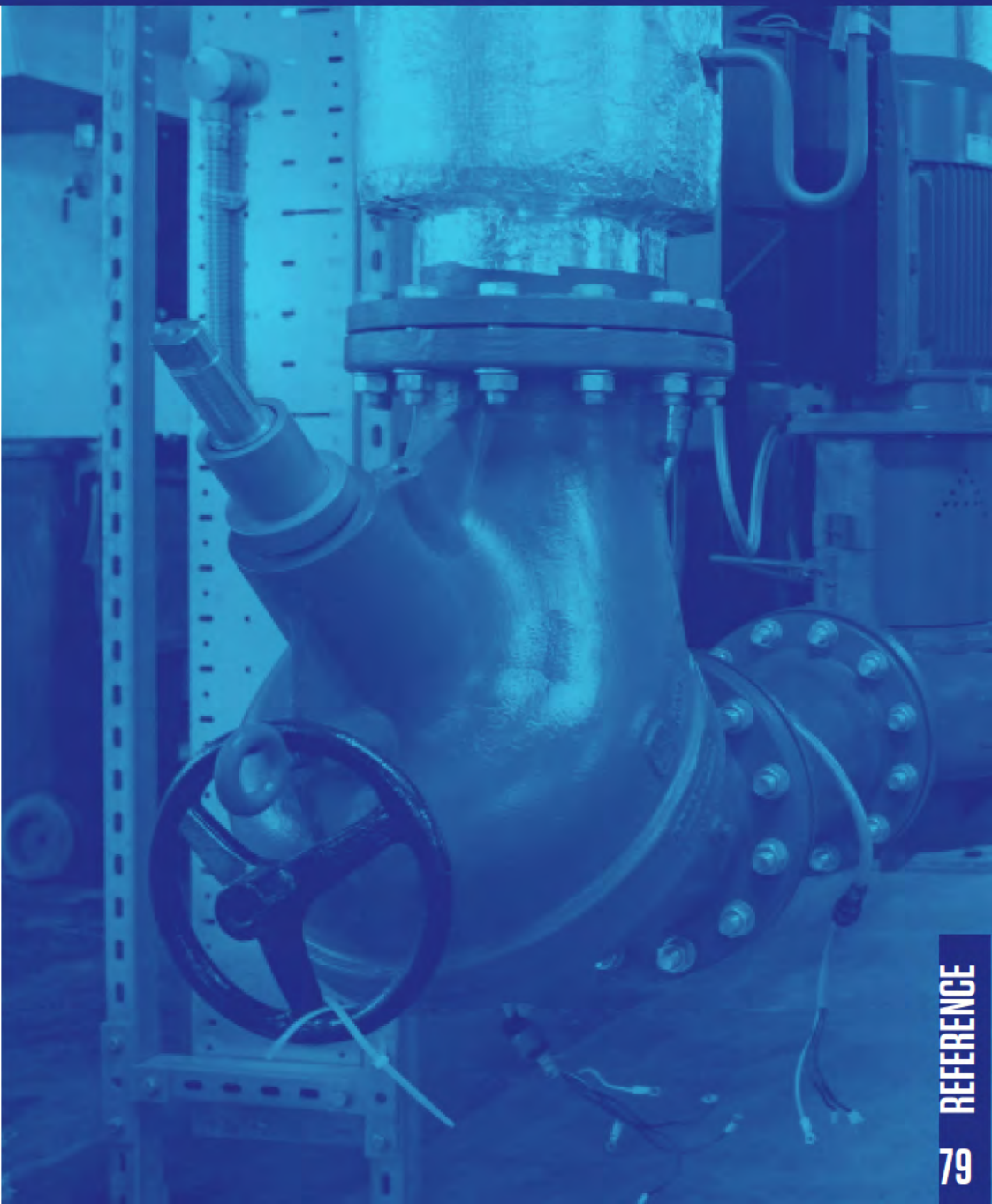


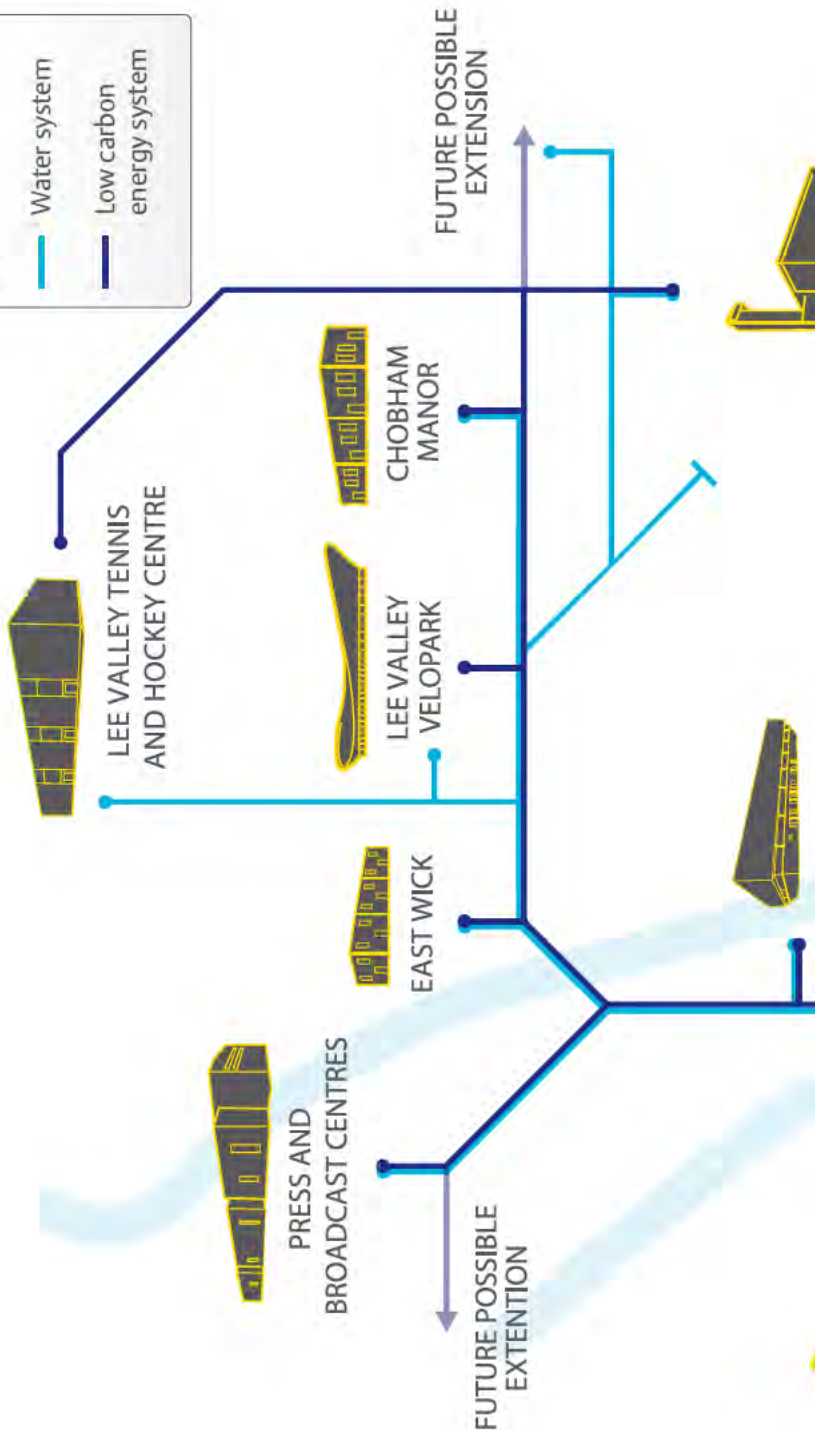
LOW CARBON ENERGY SYSTEM

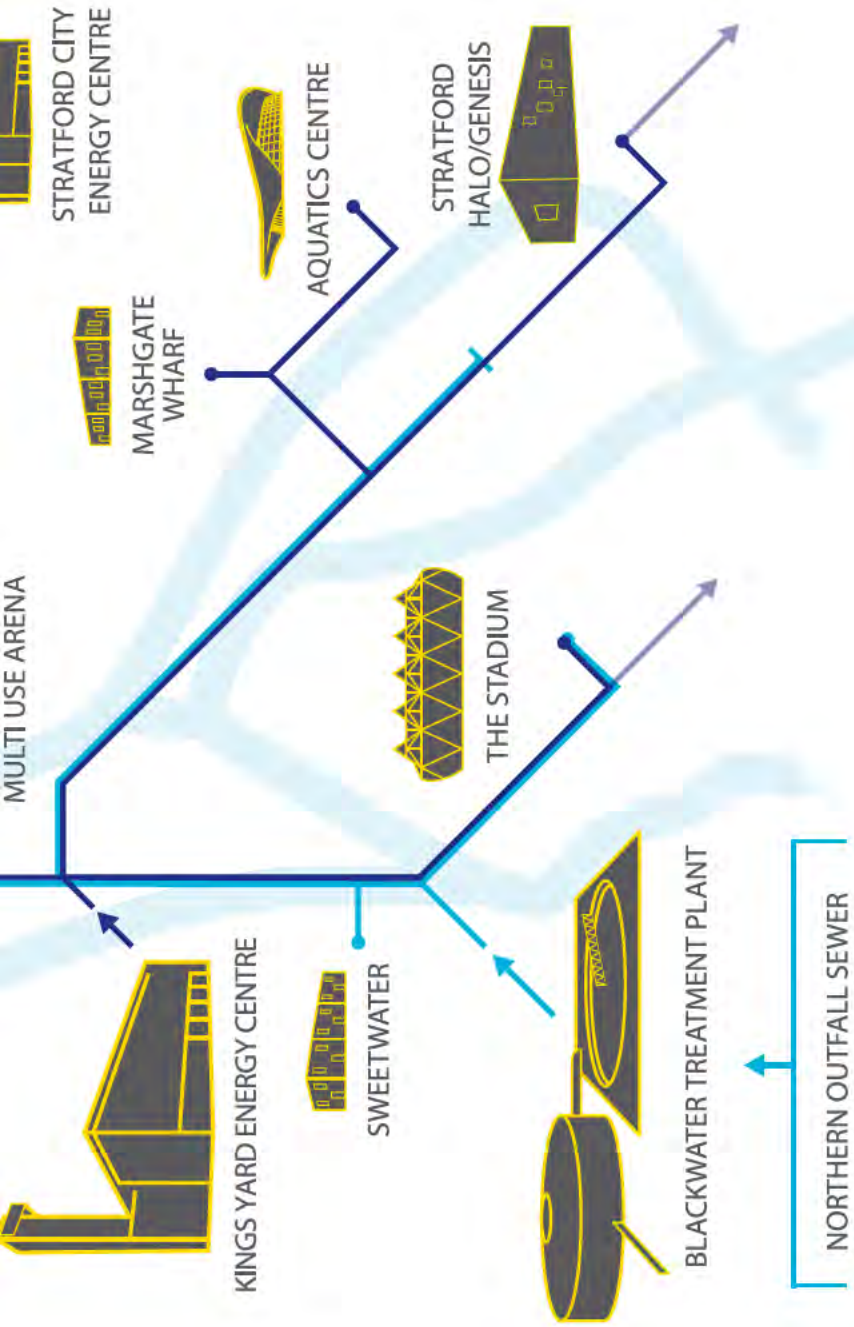
The Olympic Park Community Energy Scheme has been designed to serve the London 2012 Games and up to 11,000 homes, two million square feet of commercial space, retained venues, Stratford City and surrounding developments. There is capacity to expand the system even further, adding boilers and engines in a modular fashion.

KING'S YARD ENERGY CENTRE

Provides low carbon heating and cooling across the Park to the venues and neighbourhoods. It has a biomass boiler that uses woodchip.













The London Legacy Development Corporation is the public sector, not-for-profit organisation responsible for the long-term planning, development, management and maintenance of the Olympic Park and its facilities after the London 2012 Games.

www.londonlegacy.co.uk

Published April 2012

LONDON LEGACY
DEVELOPMENT
CORPORATION



Appendix 10

QEOP Brand Guidelines 2022



**QUEEN ELIZABETH
OLYMPIC PARK**

Branding Guidelines

December 2022

Queen Elizabeth Olympic Park knits together vibrant east London communities from Hackney to Stratford and beyond. Catalysed by the Olympic and Paralympic opportunity, this is a modern urban environment that redefines London's historic industrial heartland as a destination for those in search of new opportunities and experiences, and a sustainable place to live, work, study, play and visit. It provides a blueprint for the future of London inspired by the twin goals of inclusive growth and limitless aspiration.

Providing a bridge between Central and East London, Queen Elizabeth Olympic Park and its surrounding districts of Stratford, Hackney Wick and Fish Island are within 10 minutes of central London, an hour's travel time of all major London airports and at the hub of national and international transport networks.

It's a stimulating place that balances energy and wellbeing. Buildings, parkland and public realm all reflect consistently high standards of architecture and design. Elegant modern townhouses and landmark apartment buildings, offering a mix of homes to rent and buy, are woven into a series of integrated neighbourhoods and communities within easy reach of world class sporting, leisure and retail facilities. Moments from Stratford station, technologically advanced workspaces, bustling squares and wide streets fringe the Park, with its space for reflection

and relaxation, and iconic venues. Crossing a footbridge opens up a vista of canalside bars and restaurants and brings you into the creative hub of Hackney Wick and Fish Island. Global cultural institutions and universities will rub shoulders with each other on the Park's waterfront terraces.

Queen Elizabeth Olympic Park, Stratford and Hackney Wick are now drawing in a critical mass of global partners in business, education, culture, technology and leisure, attracted by the possibilities of the exchange of ideas and skills and building upon the legacy of innovation already here. Together they are establishing multidisciplinary clusters, defining industries of the future and in the process creating jobs for existing communities, opportunities for new enterprises and new global audiences for culture, entertainment and sport.

INSPIRING EVERY DAY

We are an uplifting, stimulating and future-focussed brand that commits to innovation and excellence, now and for generations to come.

From everyday activities to world-class events - for residents, businesses and visitors alike - we promise to put the exceptional into everything.

Vibrant

We are a stimulating brand, that balances energy and activity with relaxation and wellbeing. We're actively committed to providing a wide variety of inspiring opportunities, activities and experiences for everyone; and reflect the exciting diversity of the communities around us.

Welcoming

We are inclusive and approachable, safe and accessible to all. We are proud of our local roots and the Park's communities, but we embrace global influences, organisations and visitors.

Visionary

We aim to inspire others through our limitless aspiration. Building on east London's legacy of innovation, we are constantly defining new ways to successfully live, work and play.

Changemakers

We are a catalyst, drawing in a critical mass of partners, and creating possibilities through the exchange of ideas and skills. We are creating a place where the whole is greater than the sum of its parts, benefitting all of the community as a result.

Our name

QUEEN ELIZABETH OLYMPIC PARK

‘Queen Elizabeth Olympic Park’ combines a number of unique elements.

We are very proud of our name and its heritage: it commemorates the hosting of the London 2012 Olympic and Paralympic Games in Queen Elizabeth II’s Diamond Jubilee year, and the role they played in bringing this new area of London to life.

Buckingham Palace has given us permission to use Queen Elizabeth II’s name: this is an honour and must be appropriately respected at all times and by all Park partners.

PRINCIPLES OF USE

- The only approved use of the word “Olympic” is in the Park mark.
- The word “Olympic” must not be altered in any way nor used as an adjective.
- The word “Olympic” must not be highlighted in any way, either in the Park mark or in copy. It must not be represented in any different font, colour or stylisation than the rest of the Park name.
- Unless negotiated specifically with the International Olympic Committee (IOC), no venue in the Park is permitted to use the word “Olympic”.
- When Queen Elizabeth Olympic Park is written within copy, consistent font, type size, weight and colour must be used. Each word is of equal importance and should be represented this way; never give additional emphasis to any of the words.

NOTE: An editorial style guide is available. Please contact the Communications, Marketing and Strategy team

Our logo

The Queen Elizabeth Olympic Park logo is the key identifier for our brand.

Our master logo should be used whenever possible. In certain instances, where the Queen Elizabeth Olympic Park logo sits on third party communications and the three colour version would not be legible, either the white out version or the black version should be used. (see next page)



Master logo

Our logo

The Queen Elizabeth Olympic Park logo is the key identifier for our brand.

Where the Queen Elizabeth Olympic Park logo sits on third party communications and the full colour version would not be legible, either the white out version or the black version should be used.



White out (reversed)



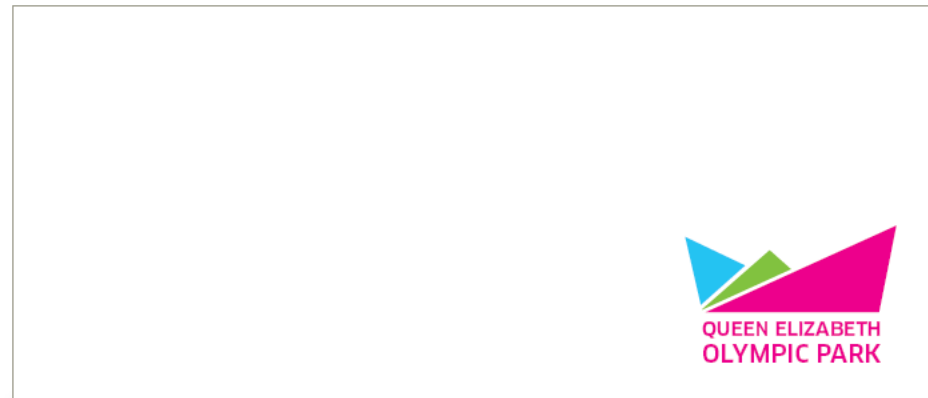
Black (monochrome)

Logo position and exclusion zone

POSITION

Wherever possible, the Queen Elizabeth Olympic Park logo should be placed either bottom left or bottom right on all applications.

This doesn't include signage or environmental graphics where the top is often the optimum position for logo placement. There may be other exceptions – please contact the Communications, Marketing and Strategy team to discuss.



EXCLUSION ZONE

In order to maintain the legibility and impact of our logo, we have defined rules for a minimum exclusion zone. This will ensure the logo is always legible and nothing impedes its footprint or space around it.

This space is calculated by measuring the height of the copy in the logo ('Queen Elizabeth Olympic Park') and using this measurement to create your exclusion zone.

This should be standard practice for all Queen Elizabeth Olympic Park collateral produced by the Park, including internal documents and PowerPoint presentations.



MINIMUM SIZE USE

The Queen Elizabeth Olympic Park logo should never be printed or reproduced below the width of 22mm or 125 pixels at 72dpi

Logo misuse

The logo must never be changed, manipulated or altered in any way.

All elements are provided as digital master artwork – DO NOT recreate them.

For example:



Don't place the logo over a busy background



Don't change the colours



Don't change the design



Don't change or replace the typeface



Don't crop into the clearance zone



Don't alter the logo elements



Don't add new elements to the logo



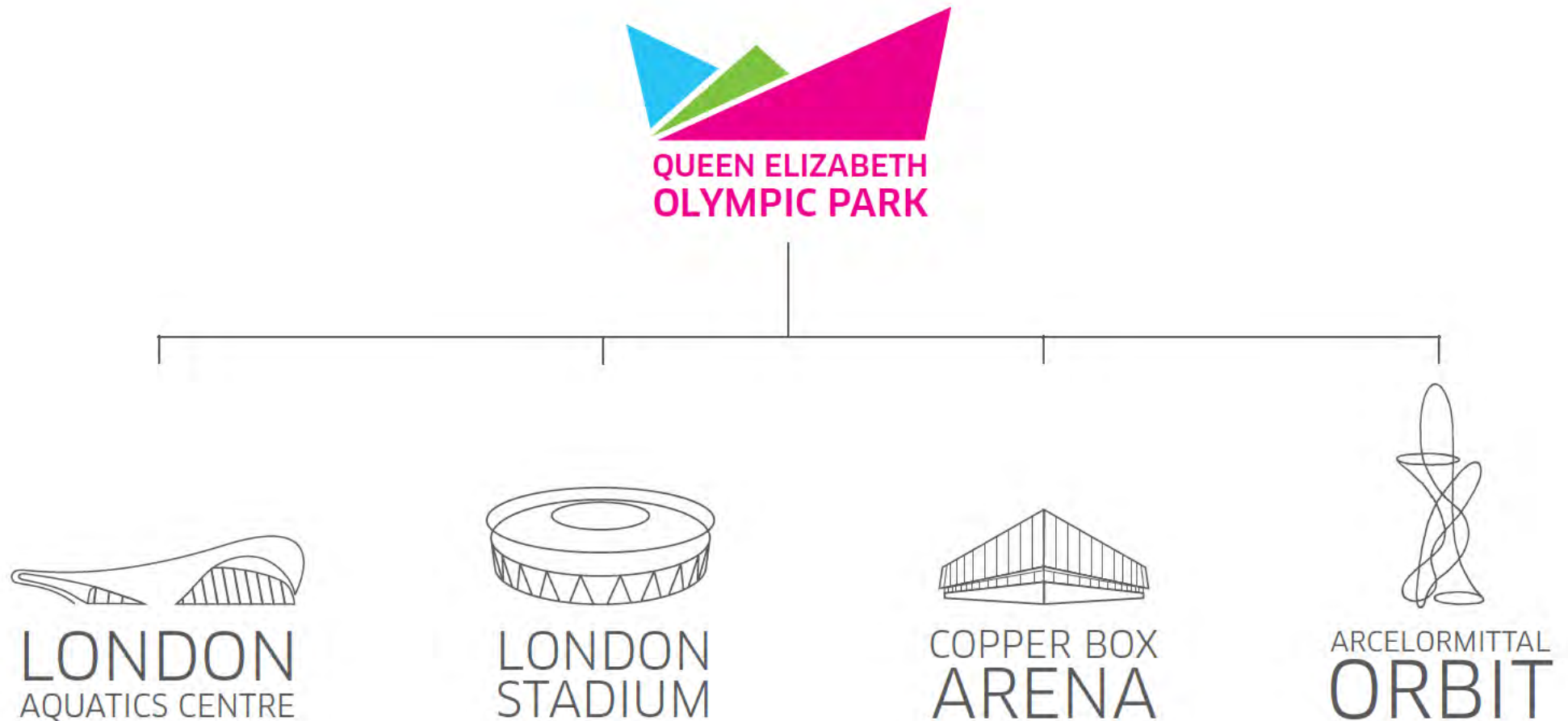
Don't flip, rotate or distort the logo



Don't alter the type and symbol relationship

A framework has been developed so that there is a consistent look and feel across the Queen Elizabeth Olympic Park brand and venues. New venue logos for London Aquatics Centre and Copper Box Arena sit alongside the Arcelormittal Orbit and London Stadium logos in a recognisable branded house.

Venue logo guidelines can be supplied by the Marketing team on request.



In certain circumstances the Queen Elizabeth Olympic Park brand framework has the flexibility to incorporate partner or programme colour schemes with the use of a single colour flat logo. This will be considered on a case by case basis. Please contact the Marketing team.

Below are some illustrative examples.



Primary Colour Palette

Inspired by the colours in our logo, we have a primary colour palette consisting of tonal pinks, greens, blues, greys and purples.

It gives us the potential to speak to all our audiences across all types of communication materials, from sophisticated to energetic, informal, corporate and informative.

Colour choices should be informed by intended tone and audience and complement photography where relevant.

Our colour palette provides unique and contemporary brand recognition for Queen Elizabeth Olympic Park.

BRIGHT BLUE
C65 M0 Y0 K0
R65 G182 B230
PMS 298
HEX 41COFO

MID BLUE
C90 M0 Y0 K0
R0 G169 B224
PMS 2995
HEX 00A9E0

DARK BLUE
C100 M25 Y0 K0
R0 G134 B205
PMS PROCESS BLUE
HEX 0085CD

INTENSE BLUE
C100 M60 Y0 K25
R0 G80 B143
PMS 653
HEX 00508F

BRIGHT GREEN
C55 M0 Y100 K0
R134 G188 B37
PMS 376
HEX 86BC25

MID GREEN
C75 M0 Y100 K0
R58 G170 B53
PMS 369
HEX 3AAA35

DARK GREEN
C85 M0 Y100 K10
R0 G154 B68
PMS 347
HEX 009A44

INTENSE GREEN
C100 M52 Y100 K29
R0 G83 B49
PMS 7484
HEX 005331

BRIGHT PINK
C0 M100 Y0 K0
R230 G0 B126
PMS 226
HEX E6007E

MID PINK
C0 M100 Y5 K20
R195 G0 B107
PMS 227
HEX C3006B

DARK PINK
C0 M100 Y10 K40
R160 G0 B87
PMS 228
HEX A00057

INTENSE PINK
C48 M100 Y35 K40
R101 G14 B72
PMS 242
HEX 650E48

LIGHT GREY
C16 M0 Y0 K62
R103 G119 B128
PMS 431
HEX 677780

MID GREY
C20 M0 Y0 K80
R67 G82 B90
PMS 445
HEX 43525A

DARK GREY
C25 M0 Y0 K90
R42 G57 B66
PMS 432
HEX 2A3942

INTENSE GREY
C30 M0 Y0 K100
R6 G25 B34
PMS BLACK 6C
HEX 061922

BRIGHT PURPLE
C47 M99 Y0 K0
R151 G40 B144
PMS 254
HEX 972890

MID PURPLE
C66 M99 Y0 K0
R132 G50 B155
PMS 2603
HEX 84329B

DARK PURPLE
C85 M100 Y9 K0
R83 G47 B136
PMS 268
HEX 532F88

INTENSE PURPLE
C90 M100 Y33 K31
R54 G30 B85
PMS 2695
HEX 361E55

Complimentary Colour Palette

These additional colours have been created to be used alongside our Primary palette, but should be used sparingly. Please speak to the Communications, Marketing and Strategy team for further guidance on their use.

SECONDARY 01
C20 M18 Y21 K0
R204 G199 B192
PMS 400
HEX CCC7C0

SECONDARY 02
C50 M40 Y49 K8
R131 G132 B123
PMS 416
HEX 83847B

SECONDARY 03
C100 M50 Y30 K8
R120 G106 B101
PMS 410
HEX 786A65

SECONDARY 04
C63 M4 Y32 K0
R85 G186 B183
PMS 7472
HEX 55BAB7

SECONDARY 05
C94 M1 Y21 K0
R0 G174 B203
PMS 3125
HEX 00AECB

SECONDARY 06
C100 M50 Y30 K8
R0 G102 B144
PMS 634
HEX 006690

SECONDARY 07
C2 M11 Y100 K0
R254 G217 B0
PMS 108
HEX FED900

SECONDARY 08
C0 M79 Y100 K0
R255 G90 B0
PMS 021
HEX FF5A00

SECONDARY 09
C0 M88 Y80 K0
R253 G66 B57
PMS WARM RED
HEX FD4239

Fonts

We use the typeface Clan OT in our printed materials and the Clan webfonts in most of our digital applications.

When a system font is required, ie for Powerpoint presentations, the font to be used is Calibri.

Clan OT Bold
Clan OT Medium
Clan OT News

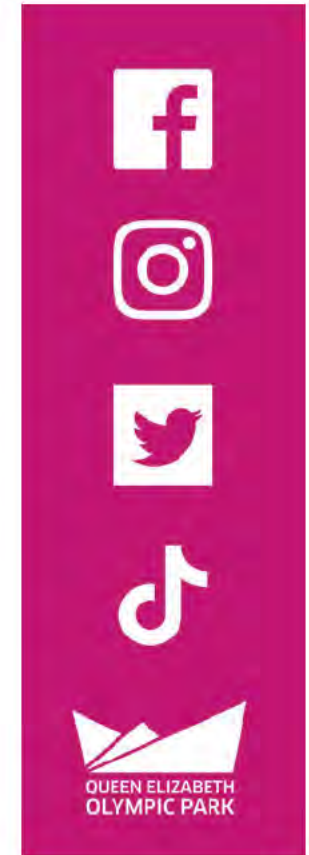
Printed communications

Calibri

Online

Design examples

Some examples of our brand in action on our park flags and large scale hoarding panel design



welcome to **QUEEN ELIZABETH OLYMPIC PARK**

FOLLOW US

[QueenElizabethOlympicPark.co.uk](https://www.queenelizabetholympicpark.co.uk)

Design examples

Some examples of our brand in action using our secondary colour palette on a tshirt and tote bag design.



Approval process and contact details

Any artwork or submissions bearing our logo and/or related to the Queen Elizabeth Olympic Park must go through our approval process to ensure the integrity of the work and be approved by the Communications, Marketing and Strategy Team.

For more information or to request assets, or templates please contact our Brand Marketing Manager Rebecca Checkley:
RebeccaCheckley@londonlegacy.co.uk



**QUEEN ELIZABETH
OLYMPIC PARK**

Appendix 11

Not used

Sports Development Plan Proposals

A large, bold, red graphic consisting of the letters 'S', the number '4', and the number '3' in a stylized, sans-serif font. The graphic is positioned in the upper left corner of a large black rectangular area that covers most of the page.

Part B – Draft SLM Plans

S43

S43

S43

S43

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S43

Draft London Aquatics Centre - Sports Development Plan 2024 – 2025

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Schedule 2

Guiding Principles

- 1 The Client has developed its key guiding principles for operation and maintenance of the Venues within the Park. These principles are fundamental to the approach taken to operating and maintaining the Client's assets. These guiding principles are as follows:
 - 1.1 **Whole estate approach** - To deliver a consistent service standard across the whole Park to create with partners a uniform 'single site experience';
 - 1.2 **Quality and standards** - To adopt quality standards comparable to market leading companies and an approach to occupiers and visitor service that makes the Park a destination that leaves a positive, lasting impression;
 - 1.3 **Access and inclusion to the Park** - To actively and inclusively encourage repeated use of the Park, permitting and supporting a wide range of public uses for everyone, in a Safe and secure environment;
 - 1.4 **Sports, physical activity and events** - To encourage the use of the sports facilities and the hosting of events for sporting, physical activity and cultural uses within Park in a manner that can encompass a range of activities that span from world-class excellence through to the inclusion of local community interests;
 - 1.5 **Marketing and tourism** - To actively promote the whole Park offer to attract usage and tourism;
 - 1.6 **Education, outreach and community involvement** - To facilitate education and learning opportunities including sports education, park ecology and outreach for national and local communities to deliver socio-economic benefits;
 - 1.7 **Employment, skills and enterprise** - To encourage job specific employee training and participation in local employment initiatives, including apprenticeships and work based training;
 - 1.8 **Environmental sustainability and ethical sourcing** - To adopt a sustainable approach to the management and operation of the estate and undertake a pledge to accommodate ethical and sustainable sourcing of products, merchandise and consumables; and
 - 1.9 **Commercially minded and community grounded** - To adopt a commercial strategy that encourages the affordable use of Park by the community and non-commercial bodies, whilst considering commercial opportunities that support the ethos of the Park.

Schedule 3

Not Used

Schedule 4
Mobilisation

S43

S43

S43

S43

s40 s43

S43

S43

S43

S43

S43

For Mobilisation only

S43

S43

S43

S43

s43

Contractor Set Up Status

S43

S43

S43

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S43