



**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 2 OF 2
SCHEDULES 5 – 28

Schedule 5

KPIs

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

KPI means a KPI set out in Appendix 1 of this Schedule 5

KPI Failure means a failure to achieve or exceed the KPI Target in respect of a KPI

KPI Incentive Payment means the sum of any amounts due from the Client to the Operator in respect of the occurrence of a KPI Incentive Achievement in accordance with paragraph 3 and Appendix 1 of this Schedule 5

KPI Incentive Achievement means exceeding the KPI Stretch Target in respect of a KPI

KPI Self-Assessment means the details to be submitted by the Operator to the Client as part of the Monthly Report

KPI Stretch Target means the KPI incentive threshold (if any) in respect of each KPI, as set out in Appendix 2 of this Schedule 5

KPI Sum means the sum of any amounts due from the Operator to the Client on the occurrence of a KPI Failure in accordance with paragraph 3 and Appendix 1 of this Schedule 5

KPI Target means the KPI target in respect of each KPI, as set out in the column entitled "Target performance" in Appendix 1 of this Schedule 5

Older People means those 65 years of age and older

People on Low Incomes means those residing in a household with an income that is 60% or less of the average (median) British household income in that year

Reporting Period means the measurement period applicable for a particular KPI, as set out in Appendix 1 of this Schedule 5

Socially Excluded & Inactive means those excluded from society, or parts of society, as a result of one or more of the following factors: unemployment; financial hardship; ill health (physical or mental); substance abuse or dependency including alcohol and drugs; discrimination on the grounds of sex, race, disability, ethnic origin, religion, belief, creed, sexual orientation or gender re-assignment; poor educational or skills attainment; relationship and family breakdown; poor housing (that is housing that does not meet basic habitable standards; crime (either as a victim of crime or as an offender rehabilitating into society). Inactive means currently not doing any sport whatsoever, or having done no physical activity within the previous 4 weeks

Young People means those under 16 years of age

2 Key Performance Indicators (KPIs)

2.1 Appendix 1 of this Schedule 5 sets out the KPIs in relation to the Services and which shall apply to the Operator under this Agreement.

2.2 The Client shall be entitled to monitor the Operator's performance against each KPI in accordance with Appendix 1 of this Schedule 5. If there is a conflict between the Client's records and the Operator's records, the Client's records shall be determinative in judging compliance with KPIs.

3 KPI Incentive Payments and KPI Sums

Incentive Mechanism for "Stretch Target Performance"

- 3.1 A mechanism for incentivising the Operator will apply for performance that is above the KPI Stretch Target in respect of each KPI except this mechanism will not apply to KPIs 1, 4, 11 and 12. The frequency of the KPI reporting and the target levels are contained in Appendix 2.
- 3.2 If in respect of a particular KPI during the Reporting Period, the level of performance of the Operator exceeds the KPI Stretch Target, a KPI Incentive Payment shall apply as described in Appendix 2 of this Schedule 5.
- 3.3 If the level of performance of the Operator during the Reporting Period in respect of a particular KPI achieves or exceeds the KPI Target but does not exceed the KPI Stretch Target in respect of that KPI, no KPI Incentive Payment shall apply in respect of that KPI.
- 3.4 The total amount at risk to the Client in respect of KPI Incentive Payments is capped at £30,000 (thirty thousand pounds) Indexed per Contract Year, subject to setting off any KPI Sums.

KPI Sums & Repeat below target performance

- 3.5 If the Operator fails to achieve the KPI Target in respect of a particular KPI, a number of possible outcomes will arise as shown in the table below (without prejudice to the processes process specified in paragraph 4 of this Schedule 5). For the avoidance of doubt, if an individual KPI contains multiple targets:
- (a) failure in any one regardless of overachieving in others would result in a poor performance or very poor performance with associated KPI Sums applied; and
 - (b) no KPI Incentive Payment will be due unless all KPI Stretch Targets in a specific category are met.
- 3.6 If the level of performance of the Operator during the Reporting Period in respect of a particular KPI achieves or exceeds the KPI Target, no KPI Sum shall be payable by the Operator in respect of that KPI.
- 3.7 The mechanism for incentivising the Operator and for repeat below target performance is summarised in the table below:

Range	Outcome (Quarterly KPIs)	Outcome (Annual/every 2 years KPIs)
Stretch Target Performance	Reporting Period 1 – subtraction from KPI sums owed (does not apply to KPIs 1, 4, 11 and 12),	Reporting Period 1 – subtraction from KPI sums owed (does not apply to KPIs 1, 4, 11 and 12),
Poor performance	Reporting Period 1 – 50% KPI Sums lost Reporting Period 2 – 50% KPI Sums lost, Rectification Plan Process	Reporting Period 1 – 50% KPI Sums lost, Rectification Plan Process
Very Poor Performance	Reporting Period 1 – 100% KPI Sums lost, Rectification Plan Process	Reporting Period 1 – 100% KPI Sums lost, Rectification Plan Process

4 Rectification and Service Levels

- 4.1 The Client's Representative shall have the right at any time:

- (a) to inspect the LAC;
 - (b) to meet with the Operator's staff, in particular the Operator's Representative and the LAC management staff, to discuss the results of such inspection; and
 - (c) to request any information relating to the carrying out of the Services (such information requests will be dealt with promptly and efficiently by the Operator).
- 4.2 In each Contract Year the Operator will ensure that a technical and KPI review is presented to the Client's Representative to the agreed frequencies. The purposes of such review will be to monitor compliance with the key management systems required to operate the LAC. The subject of these reviews will be agreed in advance between the Parties and will cover varying and reasonable management agendas at each of the meetings.
- 4.3 The Operator shall give the Client written notice of each KPI Failure as soon as possible and in any event within twelve (12) hours of the occurrence of the KPI Failure.
- 4.4 The provisions of the Rectification Plan Process shall apply in relation to rectification of KPI Failures and other failures in respect of the Services.

5 Performance Monitoring and Performance Review

- 5.1 The Operator shall conduct and record a monthly KPI Self-Assessment and submit this for verification and audit by the Client as part of the Monthly Report. The KPI Self-Assessment shall be scored by the Client based on the prescribed criteria set out in Appendix 1 of this Schedule 5.
- 5.2 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) in accordance with Schedule 11 (Governance, Meeting and Reporting) to review the Operator's performance. The performance review meetings shall (unless otherwise agreed):
- (a) take place at such location and time as the Client shall reasonably require (unless otherwise agreed in advance); and
 - (b) be attended by the Client's Representative and the Operator's Representative. The Client's Representative shall be responsible for taking and issuing the minutes of the performance review meetings.
- 5.3 The Monthly Report prepared by the Operator in accordance with Schedule 11 (Governance, Meeting and Reporting) shall (unless otherwise agreed by the Client):
- (a) contain monthly KPI Self-Assessment scores collated for the preceding Month; and
 - (b) demonstrate performance trends during the Month in numerical and graphical format.
- 5.4 The mean percentage score across each Monthly Report shall form part of the annual KPI score which the Operator shall include in each Annual Report and for review at the annual review meetings held in accordance with Schedule 11 (Governance, Meeting and Reporting).
- 5.5 Wherever allegations are made against the performance of the Operator either by an internal or external source, the Operator shall;
- (a) investigate the matter and report upon their findings in a timely manner, with due consideration to subsequent requests for the disclosure of information;
 - (b) ensure any contact with the complainant is with express written approval of the Client; and
 - (c) record the complaint in the monthly KPI Self-Assessment submission.
- 5.6 The Client shall be entitled to raise any additional questions and/or request any reasonable further information from the Operator regarding any KPI Failure, and the Operator shall promptly comply with any such request.

6 Amount at risk

- 6.1 The total amount at risk to the Operator in respect of KPI Sums is capped at £100,000 (one hundred thousand pounds) Indexed per Contract Year (for the avoidance of doubt, this total amount sits outside of the Operator's caps in clause 28.3).

7 Measurement aspects

- 7.1 The performance will be assessed against a number of measurement aspects, each of which has a number of KPIs. These measurement aspects and KPIs are shown below:

Measurement aspect			
Areas	%	Details	%
a) Service standard	75	Quest service standard	3
		Event Delivery	3
		Customer satisfaction survey	10
		Customer Service Excellence	5
		Non delivery of Programme	5
		Asset Compliance	15
		External areas – Horticulture	5
		External areas – Litter and graffiti removal	4
		External areas – LAC external areas and infrastructure maintenance	5
		LAC Maintenance response time	10
		Cleaning	10
b) Participation	10	Total number of LAC users (utilisation) – Aquatics Centre	10
c) Sports development	5	Target and work with inactive and hard to reach groups	5
d) High performance sport	5	High performance target hours	5
e) Reporting	5	Monthly/ Quarterly/ Annual reporting requirements	5
Total	100%		100%

8 Performance limits

- 8.1 Each of the KPIs is measured to obtain a numerical value that can be compared to predefined performance limits. These limits illustrate the following performance:

- (a) **Stretch Target Score** – performance that is above the agreed target score. This may incur an over performance payment linked to Appendix 2 below.

- (b) **Target score** – the target performance that is required. A score that will incur no financial KPI for the Operator.
- (c) **Poor performance** – Performance as defined in the table at Appendix 1 of this Schedule 5. This will incur a KPI Sum of 50% of the amount at risk for that KPI.
- (d) **Very Poor Performance** – Unacceptable service performance. This will incur a maximum KPI Sum of 100% of amount at risk for that KPI.

Revision of KPI Targets

- 8.2 Where on occasion the Operator can demonstrate that a KPI Target is unattainable, as evidenced through performance below the specified target level for four consecutive quarterly assessment periods (or two if the measurement is annual) and can show to the reasonable satisfaction of the Client, that it is not as a result of poor performance, and all agreed remediation plans, processes and inputs and actions have been exhausted to deliver against a specific KPI, both parties shall agree an appropriate rebalance or replacement target and required outputs. This will not affect any KPI Sums incurred up to the point a change is agreed and comes into effect. In addition, if the KPI Target is not achieved due to other factors which the Operator can demonstrate is outside of the Operator's control then the Operator and Client shall agree an appropriate rebalance of the KPI affected. For clarity, the Operator will not be penalised for non-achievement if it can demonstrate to the reasonable satisfaction of the Client that the fault lay with external influences outside of their control that were legitimately unforeseen and could not be mitigated against.
- 8.3 Equally, where a KPI Stretch Target has been achieved over a sustained period (of eight quarterly reporting periods, (or two if measurement is annual) Client will be permitted to increase the KPI target accordingly to above the level of attainment achieved by the Operator, thus incentivising continual contractual improvement.
- 8.4 Where a KPI figure achieved by the Operator is not a whole number, the number will be rounded up to the nearest whole number, which will be used as the relevant performance figure.

9 Frequency

- 9.1 It is the intention to measure and calculate the KPIs on a quarterly basis. However, due to reporting constraints, there is the requirement for some of the KPIs to be measured on an annual basis with the exception of KPI 1 – "Quest Service Standard", which will be based on a 2 year measurement cycle. The frequency of the KPI reporting is contained in Appendix 1.
- 9.2 For the avoidance of doubt, no KPI Sums or KPI Incentive Payments will arise until after the dates specified above.
- 9.3 Annual or every 2 years KPIs will be measured in respect of the period commencing 01 April to 31 March the following year (or year after for KPI 1).

Appendix 1

Key Performance Indicators

*The measurement of Quest is based on a two (2) year cycle, and will therefore be monitored every two (2) years. Two years' worth of KPI Sums will accrue (up to a total of £6,000 (six thousand pounds)) should the target not be achieved.

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
1	Quest Plus for Facilities service standard	3	£3,000	Quest Plus Measurement Outcome	Every 2 years	Quest Plus Excellent	Quest Plus Very Good (25% of maximum KPI Sum), Quest Plus Good (50% of maximum KPI Sum)	Quest Satisfactory	Quest Plus
2	Events	3	£3,000	<p>Maintain and build on the existing calendar of mass participation events, world class international events, commercial events and filming events, delivered from Year 0 onwards measured by frequency of event by type</p> <ul style="list-style-type: none"> No of events by type e.g. sporting, non sporting, mixed, schools, other Community, commercial, mix of partners, the Client, private hire, other Local, regional, national, international High performance, mass participation, training camps, entertainment, business, cultural, festivals, new, existing 	Annual	Events: International: 1 National: 1 Regional: 2 Club/County: 30 Youth Games/Schools: 10 HE/FE: 5 Commercial Filming: 5 Commercial Event: 2 Community/Target Groups: 40	Events: International: 0 National: 0 Regional: 1 Club/County: 20 Youth Games/Schools: 5 HE/FE: 3 Commercial Filming: 2 Commercial Event: 1 Community/Target Groups: 20	International: 0 National: 0 Regional: 0 Club/County: Below 20 Youth Games/Schools: Below 5 HE/FE: Below 3 Commercial Filming: Below 2 Commercial Event: 0 Community/Target Groups: Below 20	

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
3	Customer satisfaction survey (The actual survey questions and mechanism to be agreed and approved by the Client in advance. The Client reserves the right to require the operator to ask questions of the Client requirement. The Client also retain the right to undertake an independent survey assessment in lieu of this KPI.) Actual surveys will be retained as evidence.	10	£10,000	<p>Survey results</p> <p>Each User survey assesses user satisfaction for example of the following areas as a minimum:</p> <ul style="list-style-type: none"> • Customer service and satisfaction with staff • Ease of telephone enquiries and online bookings • Quality and reliability of information and publicity and information on the website • Range and quality of courses offered at the facility • Value for money. <p>Overall satisfaction with the Facility.</p> <ul style="list-style-type: none"> • General condition and speed of service in relation to completing repairs. • Satisfaction with changing rooms, showers and toilets. • Overall building cleanliness and presentation (swimming pool, changing areas, café, reception, 	Every 6 Months	80% satisfaction rated good and above.	70-79%	69% or below	

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
				<p>crèche, gym and circulation spaces etc).</p> <ul style="list-style-type: none"> Car park management and operation. Catering & vending and retail facilities <p>(The Operator may be required to present the results of all of the surveys on notice boards at the LAC and on the website. The results should be displayed in a bar chart or alternative graphical format agreed with the Client.)</p>					
4	Customer Service Excellence Standard quality mark	5	£5,000	CSE outcome	Annual	Completion	Partial Completion	Failure	
5	Non delivery of Programme	5	£5,000	All areas of the LAC are to be made availability and publicly accessible for the minimum opening hours (e.g. closures, cancellations) applies to all areas of the LAC (e.g. pools, halls, gyms, studios, crèche).	Quarterly	95%	90-94%	Below 89%	
6	Total number of LAC users – Aquatics Centre	10	£10,000	Total LAC users for sporting activity and events plus 1.5% year on year increase.	Annually	1,000,000 plus 1.5% year on year increase	900,000 plus 1.5% year on year increase	Below 800,000 plus 1.5% year on year increase	

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Poor Performance	Poor
7	Target and work with inactive and hard to reach groups	5	£5,000	<p>10 outreach sessions attended excluding schools (must relate to the promotion of the LAC) and 10 x 30 minute in LAC sessions per week (exc. Schools) for each LAC and a minimum of 50% attendance of the maximum capacity of the session. A maximum capacity must be at least 10 people. The 10 sessions per week will be targeted as follows:</p> <ul style="list-style-type: none"> • Socially Excluded & Inactive – 10% (1 session) • Exclusive women and girls – 30% (3 sessions) • BAME groups – 20% (2 sessions) • People with disabilities – 10% (1 session) • People on Low Incomes – 10% (1 session) • Older People – 10% (1 session) • Health referral - (1 session) 	Quarterly	<p>Of the total number of users attending the sessions the following percentage targets apply to users from inactive and hard to each group. Socially Excluded & Inactive–5%</p> <p>Women and girls–51%</p> <p>BAME groups–33%</p> <p>People with disabilities – 10%</p> <p>People on Low Incomes–21%</p> <p>Older People–9%</p> <ul style="list-style-type: none"> • 16-25 year olds - 27% 	<p>Socially Excluded & Inactive–4.0-4.9%</p> <p>Women and girls–45-50%</p> <p>BAME groups–30-33%</p> <p>People with disabilities 7–9%</p> <p>People on Low Incomes–17-20%</p> <p>Older People–7-8%</p> <p>16-25 year olds – 20-26%</p>	<p>Socially Excluded & Inactive–3.9% or below</p> <p>Women and girls–44% or below</p> <p>BAME groups–29% or below</p> <p>People with disabilities – 6% or below</p> <p>People on Low Incomes–16% or below</p> <p>Older People–6% or below</p> <p>16-25 year olds - 19% or below</p>	

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
						<ul style="list-style-type: none"> Health referral - (1 session) 			
8	High performance (HP) usage (including the delivery of Beacon and Talent Pathway Programmes)	5	£5,000	<p>Number of high performance and disabled high performance hours per week</p> <p>BEACON</p> <p>Deliver Beacon Programmes in swimming and diving that are a regional talent pool and provide clear pathway to progression providing inclusive & disability specific programmes for all relevant disciplines. Working in partnership with British Swimming and Swim England and other stakeholders to deliver specific development initiatives (competitive, non competitive, traditional & non-traditional) from LAC linked to local, regional & national projects & programmes.</p> <p>AC</p> <p>592 lane unit hours of delivery per week for the beacon programme</p>	Quarterly	<p>AC: 26 Diving per week, 26 HP Swimming per week and 26 Disability HP Swimming per week.</p> <p>Beacon</p> <p>AC</p> <p>Year 1: 486hrs pw</p> <p>Year 2: 547hrs pw</p> <p>Year 3: 608 hrs pw</p> <p>Based on 25m lane hours</p> <p>Year 1: 541 attendances</p>	<p>Beacon</p> <p>AC</p> <p>Year 1: 485-400 hrs pw</p> <p>Year 2: 546-485 hrs pw</p> <p>Year 3: 607-546 hrs pw</p> <p>Based on 25m lane hours</p> <p>Year 1: 540 - 500 attendances</p> <p>Year 2: 600-540 attendances</p> <p>Year 3: 667- 600 attendances</p>	<p>Beacon</p> <p>AC</p> <p>Year 1: 399 or below hrs pw</p> <p>Year 2: 484 or below hrs pw</p> <p>Year 3: 545 or below hrs pw</p> <p>Based on 25m lane hours</p> <p>Year 1: 499 or below attendances</p> <p>Year 2: 539 or below attendances</p> <p>Year 3: 599 or below attendances</p>	

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
						Year 2: 601 attendances Year 3: 668 attendances			
9	Monthly/ Quarterly/ Annual reporting requirements	5	£5,000	Lateness of submitting reports which will be due on 1st Working Day of the following reporting period in accordance with reporting obligations in Schedule 11 (Governance, Meeting and Reporting).	Quarterly	Between 1 - 20 days of reporting period end.	Between 21 – 25 days of reporting period end	26+ days after reporting period end	
10	Asset Compliance –	15	£15,000	The Operator is required to carry out all statutory compliance inspections and checks to the assets included in the LAC and complete any remedial actions within the remediation period provided by the inspectors. When a remedial action has to be completed "as soon as reasonably practicable" the remedial action has to be completed within 90 days from the inspection date. The minimum overall target will be 100%. A compliance register shall be provided by the Operator to the Client on a monthly basis for inspection by the Client.	Monthly	100%	Under 100%: £1,000 KPI Sum every Month the target is not achieved. The Agreement is in default such that an Operator event of default occurs.	n/a	
11	Cleaning standards	10	£10,000 p.a.	LAC cleanliness to be monitored monthly during inspections attended by both the Client's Representative and the Operator's Representative. An inspection checklist will be used to record the results. Performance standards are as defined in the Service	Monthly (for each subset listed below)				

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
				Standards at Appendix 4 of the Specification. In the event a monthly inspection is missed the following inspection would count double.					
			£83.33 pm (£1,000 pa)	Windows (external/internal)		4	3	2	
			£83.33 pm (£1,000 pa)	External areas – Including: <ul style="list-style-type: none"> • Car Park • Footpaths • Entrances/Exits • Planting areas 		4	3	2	
			£83.33 pm (£1,000 pa)	Pool Areas – Including: <ul style="list-style-type: none"> • Pool floor • Scum Line • Pool side • Pool drains & grilles 		4	3	2	

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
				Pool equipment (inc. Dive boards and dive platforms)					
			£83.33 pm (£1,000 pa)	Changing Village – Including: <ul style="list-style-type: none"> • Cubicles • Lockers • DDA accessible facilities • Shower areas 		4	3	2	
			£83.33 pm (£1,000 pa)	Toilets		4	3	2	
			£83.33 pm (£1,000 pa)	Gym/Studios – Including equipment)		4	3	2	
			£83.33 pm (£1,000 pa)	Café/Kitchens/Concession units/Vending areas		4	3	2	
			£83.33 pm (£1,000 pa)	Crèche		4	3	2	
			£83.33 pm (£1,000 pa)	Seating Bowl (inc. seats/concourses)		4	3	2	
			£83.33 pm	Reception and Common Areas					

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
			(£1,000 pa)						
12a	External Areas - LAC Horticulture	5	£5,000	The Operator will carry out a thorough inspection of each sub-category through a site walk on a monthly basis, ensuring the quality of upkeep is being maintained. The Operator will submit a monthly report on maintenance progress together with the Operator's self-assessed KPI scores for approval by the Client following a monthly joint site walk between the Client and Operator. These scores will be adjusted by the Client if any of the Service Standards are not met and the appropriate penalties applied if the works are not remediated by the specified remediation time.	Monthly	95% minimum	80% - 95%	Below 80%	
			£2,500 (£208.33 per month)	Living Wall - See Appendix 4 of the Specification - Service Standard Quality Rating 4					
			£2,500 (£208.33 per month)	General landscaped areas – shrubs and other plants - See Appendix 4 of the Specification - Service Standard Quality Rating 4					

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
12b	External Areas – Litter and Graffiti removal	4	£4,000 (£333.33 per month)	The Operator will carry out a thorough inspection of each sub-category through a site walk on a monthly basis, ensuring the quality of upkeep is being maintained. The Operator will submit a monthly report on maintenance progress together with the Operator's self-assessed KPI scores for approval by the Client following a monthly joint site walk between the Client and Operator. These scores will be adjusted by the Client if any of the Service Standards are not met and the appropriate penalties applied if the works are not remediated by the specified remediation time.	Monthly	93% minimum	80% - 95%	Below 80%	
			£800 (£66.67 per month)	LAC external areas cleansing - See Part 11 of the Specification - Service Standard Quality Rating 4					
			£800 (£66.67 per month)	Road and Footpath Sweeping - See Part 11 of the Specification - Service Standard Quality Rating 4					

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
			£400 (£33.33 per month)	Gully Cleansing (including lateral drains) - See Part 11 of the Specification - Service Standard Quality Rating 4					
			£800 (£66.67 per month)	Litter Bins - See Part 11 of the Specification - Service Standard Quality Rating 4					
			£400 (£33.33 per month)	Chewing Gum and Grease Deposit Removal - See Part 11 of the Specification - Service Standard Quality Rating 4					
			£800 (£66.67 per month)	Graffiti Protection and Removal - See Part 11 of the Specification - Service Standard Quality Rating 4					

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Poor Performance	Poor
12c	External Areas - LAC External areas and infrastructure maintenance	5	£5,000	The Operator will carry out a thorough inspection of each sub-category through a site walk on a monthly basis, ensuring the quality of upkeep is being maintained. The Operator will submit a monthly report on maintenance progress together with the Operator's self-assessed KPI scores for approval by the Client following a monthly joint site walk between the Client and Operator. These scores will be adjusted by the Client if any of the Service Standards are not met and the appropriate penalties applied if the works are not remediated by the specified remediation time.	Monthly	95% minimum	80% - 95%	Below 80%	
			£500	Generally (overall standard) - See Part 11 of the Specification - Service Standard Quality Rating 4					

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
			£500	Hard landscaped areas including all paths, walkways, roads, site access roads hard standings, parking areas and building entrance - See Part 11 of the Specification - Service Standard Quality Rating 4					
			£500	Retaining structures steps, ramps etc. - See Part 11 of the Specification - Service Standard Quality Rating 4					
			£250	Street furniture – balustrades, handrails, vehicle barriers - See Part 11 of the Specification - Service Standard Quality Rating 4 3					
			£250	Boundary walls, fencing, gates etc. - See Part 11 of the Specification - Service Standard Quality Rating 4 use quality rating 3					

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
			£500	External signage - See Part 11 of the Specification - Service Standard Quality Rating 4 use quality rating					
			£500	Surface water drainage - See Part 11 of the Specification - Service Standard Quality Rating 4					
			£250	Cycle parking facilities - See Part 11 of the Specification - Service Standard Quality Rating 4 3					
			£750	Street lighting and external lighting systems attributable to LAC and buildings - See Part 11 of the Specification - Service Standard Quality Rating 4 3					
			£500	Graffiti – Protection and Removal - See Part 11 of the Specification - Service Standard Quality Rating 4					

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
			£500	Irrigation System - See Part 11 of the Specification - Service Standard Quality Rating 4					
13	LAC Maintenance response	10	£10,000	<p>Operator shall perform maintenance on a monthly basis in line with the agreed Schedule of Planned Maintenance. The maintenance shall be provided in line with the manufacturers 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 Operations and Maintenance Manuals are not available please refer to SFG20 requirements.</p> <p>The Operator shall provide the Schedule of Planned Maintenance (PPM Planner) and actual activities delivered for the month to evidence achievement against the KPI. The Client will review the data and also do a monthly inspection of a sample of maintenance jobs to confirm</p>	Monthly	95% minimum	80% - 95%	Below 80%	

No.	KPI	%	Total amount at risk per KPI per Contract Year	Measurement	Reporting Period	Target performance	Poor performance	Very Performance	Poor
				maintenance has been delivered to required standards.					
		100%	£100,000						

Appendix 2

Stretch Target Performance limits

No.	KPI	Total amount at risk to the Client	Measurement	Frequency	Target performance	Stretch target Performance
1	Quest Plus for Facilities service standard	Not Applicable				
2	Events	£2,000	Maintain and build on the existing calendar of mass participation events, world class international events, commercial events and filming events, delivered from Year 0 onwards measured by frequency of event by type. Measured by number of separate events not event days.	Annual	Events: International: 1 National: 1 Regional: 2 Club/County: 30 Youth Games/Schools: 10 HE/FE: 5 Commercial Filming: 5 Commercial Event: 2 Community/Target Groups: 40	Events: International: 3 (separate events, not event days) National: 3 Regional: 4 Club/County: 60 Youth Games/Schools: 20 HE/FE: 15 Commercial Filming: 10 Commercial Event: 4 Community/Target Groups: 80
3	Customer satisfaction survey (The actual survey questions and mechanism to be agreed and approved by the Client in	£5,000	Survey results	Every 6 Months	80% satisfaction rated good and above.	90% or more satisfaction rated good and above

No.	KPI	Total amount at risk to the Client	Measurement	Frequency	Target performance	Stretch target Performance
	advance. The Client reserves the right to require the operator to ask questions of the Client requirement. The Client also retain the right to undertake an independent survey assessment in lieu of this KPI.) Actual surveys will be retained as evidence.					
4	Customer Service Excellence Standard quality mark	Not Applicable				
5	Non delivery of Programme	£4,000	All areas of the LAC are to be made availability and publicly accessible for the minimum opening hours.(e.g. closures, cancellations) applies to all areas of the LAC (e.g. pools, halls, gyms, studios, crèche).	Annually	95%	100%
6	Total number of LAC users	£4,000	Total LAC users for sporting activity and events	Quarterly	1,000,000 (plus 1.5% year on year)	1,200,000 (plus 1.5% year on year)
7	Target and work with inactive and hard to reach groups	£2,000	10 outreach sessions attended excluding schools (must relate to the promotion of the LAC) and 10 x 30 minute in LAC sessions per week (exc. Schools) for the LAC and a minimum of 50% attendance of the maximum capacity of the session. A maximum capacity must be at	Quarterly	Of the total number of users attending the sessions the following percentage targets apply to users from inactive and hard to each group: Socially Excluded & Inactive–5%	Socially Excluded & Inactive–6% Women and girls–52% BAME groups–34% People with disabilities – 11%

No.	KPI	Total amount at risk to the Client	Measurement	Frequency	Target performance	Stretch target Performance
			<p>least 10 people. The 10 sessions per week will be targeted as follows:</p> <ul style="list-style-type: none"> • Socially Excluded & Inactive – 10% (1 session) • Women and girls – 30% (3 sessions) • BAME groups – 20% (2 sessions) • People with disabilities – 20% (2 sessions) • People on Low Incomes – 10% (1 session) • Older People – 10% (1 session) • 16 – 25 year olds – 10% (1 session). 		<p>Women and girls–51%</p> <p>BAME groups–33%</p> <p>People with disabilities – 10%</p> <p>People on Low Incomes–21%</p> <p>Older People–9%</p> <p>16-25 year olds - 27%</p>	<p>People on Low Incomes–22%</p> <p>Older People–10%</p> <p>16-25 year olds - 28%</p>
8	High performance (HP) usage (including the delivery of Beacons Talent Pathway Programmes)	Not Applicable				
9	Monthly/ Quarterly/ Annual reporting requirements	Not Applicable				
10	Asset Compliance	Not Applicable				

No.	KPI	Total amount at risk to the Client	Measurement	Frequency	Target performance	Stretch target Performance
11	Cleaning standards	£5,000	Total LAC users for sporting activity and events	Quarterly	80%	90%
12a	External Areas - LAC Horticulture	£2,000	The Operator will carry out a thorough inspection of each sub-category through a site walk on a monthly basis, ensuring the quality of upkeep is being maintained. The Operator will submit a monthly report on maintenance progress together with the Operator's self-assessed KPI scores for approval by the Client following a monthly joint site walk between the Client and Operator. These scores will be adjusted by the Client if any of the Service Standards are not met and the appropriate penalties applied if the works are not remediated by the specified remediation time.	Monthly	95% minimum	100% If there are three consecutive occasions where the minimum target is not met, the overall KPI will be deemed zero
12b	External Areas - Litter and Graffiti removal	£2,000	The Operator will carry out a thorough inspection of each sub-category through a site walk on a monthly basis, ensuring the quality of upkeep is being maintained. The Operator will submit a monthly report on maintenance progress together with the Operator's self-assessed KPI scores for approval by the Client following a monthly joint site walk between the Client and Operator. These scores will be adjusted by the Client if any of the Service Standards are not met and the appropriate	Monthly	95% minimum	100%

No.	KPI	Total amount at risk to the Client	Measurement	Frequency	Target performance	Stretch Performance target
			penalties applied if the works are not remediated by the specified remediation time.			
12c	External Areas - LAC External areas and infrastructure maintenance	£2,000	The Operator will carry out a thorough inspection of each sub-category through a site walk on a monthly basis, ensuring the quality of upkeep is being maintained. The Operator will submit a monthly report on maintenance progress together with the Operator's self-assessed KPI scores for approval by the Client following a monthly joint site walk between the Client and Operator. These scores will be adjusted by the Client if any of the Service Standards are not met and the appropriate penalties applied if the works are not remediated by the specified remediation time.	Monthly	95% minimum	100%
13	LAC Maintenance response	£6,000	Operator delivers the maintenance on a monthly basis in line with the Schedule of Planned Maintenance agreed for the contract. The maintenance shall be provided in line with the Service Standards, manufacturers' 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	Monthly	95% minimum	100%

No.	KPI	Total amount at risk to the Client	Measurement	Frequency	Target performance	Stretch Performance target
			<p>relevant code of practice and in accordance with Best Industry Standards. Where O&M's are not available please refer to SFG20 requirements.</p> <p>The Operator shall provide the Schedule of Planned Maintenance (PPM Planner) and actual activities delivered for the month to evidence achievement against the KPI. The Client will review the data and also do a monthly inspection of a sample of maintenance jobs to confirm maintenance has been delivered to required standards.</p>			
		£30,000				

Schedule 6

Payment Mechanism

S43

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Appendix 1

Cost Model



London Aquatics Centre

London Aquatics Centre Operation and Maintenance Services Agreement



Response template for Tender Deliverables

Sports and Leisure Management Ltd.

23 June 2023



London Aquatics Centre

Contents and summary of information required
Sports and Leisure Management Ltd.

Description:

This worksheet provides a summary of the work tabs within this document, and provides a summary of the minimum information required from the Bidders

Worksheet	Description	Summary of Bidders requirements
Title page		No action
Contents	This work tab	No action
Bidder details	Summary corporate information about the Bidder	Complete Bidders details (cells in green)
Client Payment Calculation	Calculation of the Total Contract Client Payment due for all services	Automatic input from Bidder tabs for the Income and Costs associated with the operation of the Aquatics Centre
Income and Expenditure	Income and expenditure information required for the Business Plan	For information
Venue Info	Historic trend data for London Aquatics Centre	For information
Declaration	Declaration from Bidder	Complete Bidders details (cells in green)
Bidder Cover Page	Summary corporate information about the Bidder	Bidder can add their version number, date and type of bid.
Income - Operational	Income from operation of venue	Bidder to update with venue operational income
Income - Commercial Rights	Commercial Rights Income from the venue	Bidder to update with venue Commercial Rights income
Expenditure	Expenditure on operation of venue	Bidder to update with venue operational expenditure and mobilisation costs (excluding workforce, Utilities, Lifecycle and HQ Overheads)
Employee costs	Workforce expenditure on operation and maintenance of venue	Bidder to update with venue workforce costs
Lifecycle costs	Lifecycle Expenditure Detail	Bidder to update with venue lifecycle costs
Utilities	Venue expenditure on utilities	Bidder to update with venue utilities costs
HQ Overheads	HQ Overheads attributed to venue	Bidder to update with modelled HQ Overheads
Capital Investment	Capital Investments in venue over contract duration	Bidder to update with proposed Capital Investments and modelled depreciation
Additional Info	Additional Tab for Bidders to add further information	Bidder to add any additional calculations or information relevant to their commercial submission



London Aquatics Centre

Corporate information
Sports and Leisure Management Ltd.

Description:

- General details and contact information.

General Details:

Company/Consortium name:	Sports and Leisure Management Ltd.
Name of individual completing the Pricing Schedule:	s40
Date of completion:	23/06/2023

Contact Details for queries relating to this Pricing Schedule:

Name:	s40
Address:	s40
Telephone number:	s40
Fax number:	N/A
E-mail address:	businessdevelopment@everyoneactive.com



London Aquatics Centre

Corporate information

Sports and Leisure Management Ltd.

Description:

- This provides the 'Total Contract Client Payment' calculation for the operation of the London Aquatics Centre.
- All figures populating this tab come from other tabs within the workbook.
- On the following tabs, all income should be input as a positive number and all costs should be input as a negative number.
- Input values should be at estimated prices at contract commencement.
- It is not expected for inflationary increases to be added to cost or income lines for the purposes of bid submission and evaluation.

S43



London Aquatics Centre

Income and Cost details

Sports and Leisure Management Ltd.

Description:

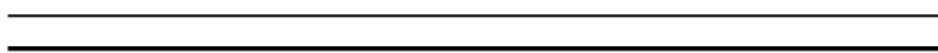
Note that this should be used as a guide and is not an exhaustive list. Bidders are free to add additional lines where required.

S43



London Aquatics Centre
Historic Trend Data
Sports and Leisure Management Ltd.

S43





London Aquatics Centre
Declaration
Sports and Leisure Management Ltd.

London Legacy Development Corporation London Aquatics Centre Operation and Maintenance Services Agreement
Declaration

Confirmation that all of the information provided in the submission is correct and accurate at the time of submission

Signed

s40

Company	Sports and Leisure Management Ltd
Name	s40
Position	Business Development Director
Date	23/06/2023



Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

Invitation to Tender

Jun-23

Version:	2
Date:	23/06/2023
Type:	Final Tender



Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

INCOME - OPERATIONAL DETAILED

Jun-23

Description:

- Projected income should be added by line item.
- The below list is not exhaustive and bidders should add in new revenue streams that they want to include in their bid.
- Projected volume growth should be built into the income assumptions for future years (where the bidder believes this to be achievable)
- All income should be input as a positive number.
- Input values should be at estimated prices at contract commencement.
- It is not expected for inflationary increases to be added to income lines for the purposes of bid submission and evaluation

S43



Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

INCOME - COMMERCIAL RIGHTS DETAILED

Jun-23

Description:

- Projected income should be added by line item.
- The below list is not exhaustive and bidders should add in new revenue streams that they want to include in their bid.
- Projected volume growth should be built into the income assumptions for future years (where the bidder believes this to be achievable)
- All income should be input as a positive number.
- Input values should be at estimated prices at contract commencement.
- It is not expected for inflationary increases to be added to income lines for the purposes of bid submission and evaluation

S43



Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

EXPENDITURE - DETAILED (EXCLUDING UTILITIES AND FM)

Jun-23

Description:

- Costs that the tenderer is wanting to include for the purposes of the Client Payment Calculation should be input as negative numbers in the rows below.
- The below list is not exhaustive and tenderers are able to add additional line items.
- All costs should be input as a negative number.
- Profit for Tenderer is included below and this should be noted as a cost for inclusion in the Client Payment Calculation
- Staffing and Lifecycle cost figures are derived from the Employee Costs tab and the Lifecycle Costs tab
- It is not expected for inflationary increases to be added to expenditure lines for the purposes of bid submission and evaluation

S43



Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

ORGANISATION STRUCTURE

Jun-23

Description:

- Staffing Costs that the tenderer is wanting to include for the purposes of the Client Payment Calculation should be input as negative numbers in the rows below.
- The line items should breakdown the staffing costs by role.
- All staffing costs should be inclusive of all standard on costs.
- All costs should be input as a negative number.
- A separate section exists for Permanent Staff and Casual Staff
- It is not expected for inflationary increases to be added to expenditure lines for the purposes of bid submission and evaluation

S43



Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

ORGANISATION STRUCTURE

Jun-23

Description:

- Lifecycle Costs that the tenderer is wanting to include for the purposes of the Client Payment Calculation should be input as negative numbers in the rows below.
- The line items should breakdown the Lifecycle costs in line with the condition surveys that have been provided.
- Lifecycle costs should be input using the LAC Asset Registers for Fabric and M&E.
- All costs should be input as a negative number.
- It is not expected for inflationary increases to be added to expenditure lines for the purposes of bid submission and evaluation

S43



Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

UTILITIES

Jun-23

Description:

- Baseline consumption utility volumes should be multiplied out by the bidders proposed unit energy tariff.
- **Units Prices and Standing Charges built into the bidders tender submission should be based on current pricing being procured by the bidder and should be demonstrable. Also, these should be the same rates used consistently across the 8 years of the modelling.**
- Bidders should also add their standing charges that are in place with their utility providers.
- If bidders believe they can achieve greater utility consumption efficiencies than the baseline consumption figures then they should input the reductions as a positive figure on a separate line
- All costs should be input as a negative number.
- It is not expected for inflationary increases to be added to expenditure lines for the purposes of bid submission and evaluation

S43



Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

HQ OVERHEADS

Jun-23

Description:

- Overhead costs should be added to this tab - these should include Head Office costs such as Senior Management, HR, Finance, Marketing, Health and Safety and other costs as appropriate.
- All costs should be input as a negative number.
- It is assumed that Overhead Costs should be an annual figure that is fixed for the duration of the contract (only uplifted in line with inflationary increases)
- It is not expected for inflationary increases to be added to expenditure lines for the purposes of bid submission and evaluation

s43



QUEEN
ELIZABETH
OLYMPIC PARK

Sports and Leisure Management Ltd.

Operation of London Aquatics Centre

CAPITAL INVESTMENT

Jun-23

Description:

- Capital Investment should be added as a positive number with the depreciation added as a negative number.
- Capital Investment should be split into line items for either the specific project or the specific asset or group of assets that are being proposed
- Standard accounting practices should be used for the purposes of depreciation.
- For the purpose of the bid submission and evaluation, any remaining capital that is not depreciated over the 8 year initial term of the contract shall be considered depreciated at the end of the contract and included in the Client Payment Calculation; However, as and when decisions are made to spend capital during the life of the contract, determination of ownership and any final payments relating to non-depreciated balances of each asset would be agreed at the time between the two parties.

S43

Description:
- This tab should be used for the purposes of including any base calculations relating to figures included in other tabs.

S43

Appendix 2

Annual Client Payment

Annual Client Payment is subject to adjustment pursuant to paragraph 2 of Schedule 27 (Investment Activity).

S43

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S43

S43

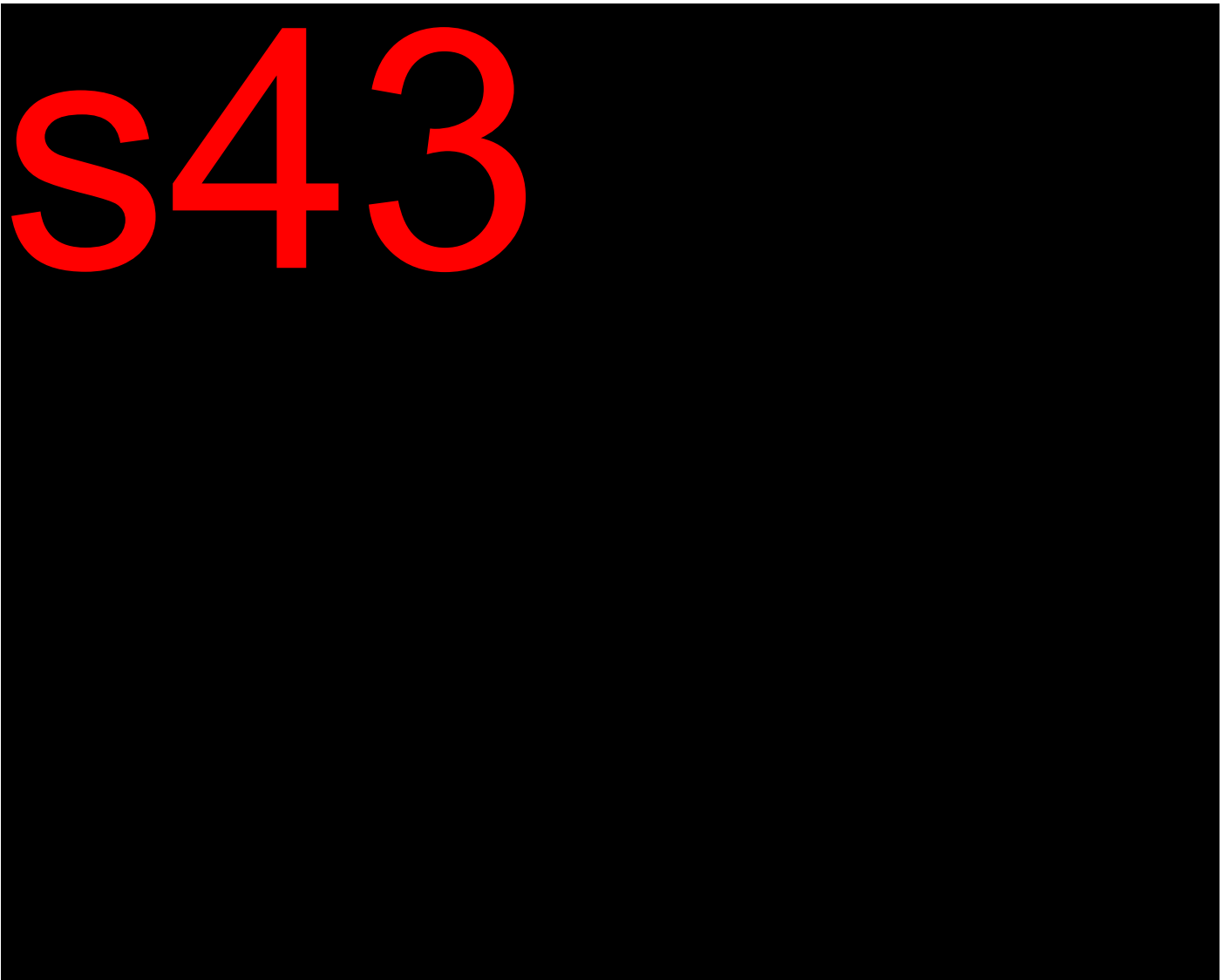
Appendices to Part 2

- Appendix 1 - Target Consumption Levels
- Appendix 2 - Utilities Benchmarking – Process Diagram

Appendix 1

Target Consumption Levels

The following Table 1 shall apply for each relevant Contract Year of the Term for the LAC.



The following Table 2 shall apply for each relevant Contract Year of the Term for the LAC.

A large, bold, red serif font text 'S43' is centered on a solid black rectangular background. The 'S' is significantly larger than the '4' and '3'.

S43

Appendix 2

Utilities Benchmarking – Process Diagram

A large, bold, red sans-serif font displays the characters 'S43' against a solid black rectangular background. The 'S' is on the left, followed by the '4', and the '3' is on the right. The characters are significantly larger than the surrounding text.

S43

Schedule 7

Key Personnel

1. Contract Manager
2. Operations Manager
3. Front of House Manager
4. Maintenance Manager
5. Health and Fitness Manager
6. Sales and Marketing Manager
7. Aquatics Programming and Events Manager

Schedule 8

Change Control Procedure

1 Definitions

1.1 In this Schedule 8 the following definition has the following meaning:

Change Notice means the written record of a Change agreed by the Client pursuant to this Change Control Procedure, substantially in the form at Appendix 1 (Template Change Notice) of this Schedule 8.

2 General Principles

2.1 Where the Client or the Operator wishes to propose a Change, the Client may at any time require, and the Operator may at any time recommend (including in respect of alterations or additions to the LAC in accordance with clause 10.21), such Change only in accordance with this Change Control Procedure.

2.2 The Client shall be entitled to reject any Change proposed by the Operator.

2.3 Until such time as a Change is made in accordance with this Change Control Procedure, the Client and the Operator will, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

2.4 Any discussions which may take place between the Client and the Operator in connection with a requirement or recommendation before the authorisation of a resultant Change will be without prejudice to the rights of either Party.

2.5 Any work undertaken by the Operator and any Operator Party which has not been otherwise agreed in accordance with the provisions of this Change Control Procedure, or which is not covered in clause 36.3, will be undertaken entirely at the expense and liability of the Operator.

2.6 The Operator shall, within ten (10) Working Days after the end of each Contract Year, provide to the Client an electronic copy of this Agreement which reflects each and every Change made to the Agreement at that date.

3 Change Control Procedure

3.1 The Operator shall within ten (10) Working Days after receipt of any request by the Client for a Change, provide the following specific information to the Client:

- (a) a detailed description of the proposed Change;
- (b) the financial impact of the proposed Change, including any increase or reduction to the Payments or the Operator Costs, in order to leave the Operator in a no better no worse position (with evidence of the steps the Operator will take, using all reasonable endeavours, to mitigate any increase in costs and/or any loss of revenue), and following such methodology as agreed with the Client in writing to determine the financial impact;
- (c) a list of deliverables required for implementing the proposed Change;
- (d) a description of the project management methodology (if appropriate) to be used for implementing the proposed Change;
- (e) a timetable for implementation of the proposed Change;
- (f) analysis of the anticipated impact of the proposed Change on the Operator's performance of the Services;
- (g) any assistance or consents required from the Client, any other Client Party and/or third party to implement the proposed Change;

(h) any required amendments to this Agreement; and

(i) any other information which the Client may specify.

3.2 Where the Operator proposes a Change to the Client, it shall provide the information set out in paragraph 3.1 to the Client at the time of such proposal.

3.3 The Operator shall promptly provide such further information as the Client may reasonably request at any time in relation to the proposed Change.

3.4 Any proposed Change shall be subject to the Client's prior written approval.

4 Approval

4.1 Subject to paragraph 9.2 of Part 1 of Schedule 6 (Payment Mechanism), following receipt of the information set out in paragraph 3.1 and 3.3, the Client shall review the proposed Change and notify the Operator that (at its absolute discretion) it either:

(a) accepts the proposed Change;

(b) rejects the proposed Change;

(c) requests a review of the proposed Change with the Operator; or

(d) requires the Operator to resubmit any of the information provided in accordance with paragraph 3.1,

and the Parties shall co-operate and discuss the proposed Change in good faith to resolve any matters referred to in 4.1(c) and 4.1(d). The provisions of this paragraph 4.1 shall continue until the Client either accepts the proposed Change in accordance with paragraph 4.1(a) or rejects the proposed Change in accordance with paragraph 4.1(b).

4.2 If the Client fails to provide a decision regarding a proposed Change in accordance with paragraph 4.1 to the Operator, the Client shall (unless the Client later specifies otherwise) be deemed to have rejected the proposed Change.

4.3 If a proposed Change is agreed by the Client in accordance with this Schedule 8, the Operator shall complete the template form set out in Appendix 1 (Template Change Notice) of this Schedule 8, and the Parties shall promptly execute the completed template in order to give effect to the agreed amendments.

4.4 A Change Notice validly signed by both Parties in accordance with paragraph 4.3 shall constitute a valid amendment to this Agreement.

4.5 Paragraph 4.2 shall apply if the proposed Change is rejected by the Client.

Appendix 1

Template Change Notice

Title of Agreement:	Agreement in relation to the London Aquatics Centre at Queen Elizabeth Olympic Park, Stratford, East London	
Date of the Agreement:	[DATE]	
Parties to the Agreement:	(1) London Legacy Development Corporation of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (2) Sports and Leisure Management Ltd (No. 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY	
Change Request Number:	[UNIQUE ID NUMBER OF REQUEST]	
Proposed Change:	[DESCRIBE CHANGE]	
Provision of this Agreement which is amended / superseded / impacted by Change	[INSERT CLAUSE / SCHEDULE / PARA ETC. REFERENCE]	
Type of Change:	Temporary <input type="checkbox"/>	Permanent <input type="checkbox"/>
Financial implications:	Yes <input type="checkbox"/> Details:	No <input type="checkbox"/> Details:
Legal implications:	Yes <input type="checkbox"/> Details:	No <input type="checkbox"/> Details:
Commercial implications:	Yes <input type="checkbox"/> Details:	No <input type="checkbox"/> Details:
Priority theme implications:	Yes <input type="checkbox"/> Details:	No <input type="checkbox"/> Details:
Date of Change Approval Notice:	[DATE]	
Amendments required to the Agreement:	[DESCRIBE NECESSARY CHANGES]	
Additional Comments:	[INSERT ADDITIONAL COMMENTS]	
Signature of Client:	Executed as a Deed by _____) London Legacy Development) Corporation]	

	by applying its seal in the) presence of an authorised person Authorised Person:)) Signature:)
Date of Client Signature:	
Signature of Operator:	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:)
Date of Operator Signature:	

Schedule 9

Insurance

S43

S43

Schedule 10

GDPR

1 Definitions

1.1 For the purpose of this Schedule 10 (GDPR) the following terms shall have the following meanings:

Adequate Country means a country or territory which the UK Government or the applicable Data Privacy Laws have recognised as providing an adequate level of protection for Personal Data;

Agreed Purpose has the meaning given in paragraph 2.1(a) of this Schedule 10;

Controller, Data Subject, International Organisation, Personal Data, Personal Data Breach, Process and **Processing** have the meanings given under the Data Privacy Laws;

Data Discloser means the Operator or relevant Operator Party;

Data Protection Losses means all liabilities and other amounts, including all:

- (a) costs (including legal fees on a solicitor/client basis), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage);
- (b) loss or damage to reputation, brand or goodwill;
- (c) to the extent permitted by Applicable Law:
 - (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by the ICO;
 - (ii) compensation paid to a Data Subject; and
 - (iii) costs of compliance with investigations by the ICO;

Data Receiver means the Client or relevant Client Party;

ICO means the Information Commissioner's Office in the United Kingdom, or the equivalent national data protection authority in any relevant jurisdiction;

Personnel means all partners, shareholders, employees, workers, contractors, agents, sub-contractors, processors and sub-processors;

Regulation means the General Data Protection Regulation (EU) 2016/679 (or, following the United Kingdom leaving the European Union, any materially equivalent legislation applicable in the United Kingdom);

Shared Marketing Data means the Personal Data collected by Operator in the Operator's CRM System for the purposes of marketing, which is made available to Client in accordance with the terms of this Agreement and outlined in Appendix 1 of this Schedule 10; and

Shared Personal Data means the Shared Marketing Data, or any Personal Data which is made available by a party to the other party and outlined in Appendix 1 of this Schedule 10.

2 Purpose and Obligations

2.1 The Parties acknowledge that:

- (a) the sharing of the Shared Personal Data is necessary for the provision of the Services and the wider Queen Elizabeth Olympic Park (**Agreed Purpose**) and acknowledge and agree that the lawful basis for the sharing shall be performance of a contractual undertaking between the Parties;
- (b) the sharing of the Shared Marketing Data to the Client is to allow the Client to send marketing communications to the User in accordance with Schedule 22 to this Agreement. The Parties acknowledge and agree that the lawful basis for sharing Shared Marketing Data shall be based on consent provided by the User to the Operator;
- (c) for the purposes of this Agreement the Parties are deemed to be separate Controllers in respect of the Processing of Personal Data in connection with this Agreement; and
- (d) the sharing of Shared Personal Data and Shared Marketing Data shall be shared and managed in accordance with the terms of this Schedule 10 (GDPR).

2.2 In respect of the Shared Personal Data and Shared Marketing Data, each Party shall:

- (a) comply with Data Privacy Laws at all times and shall not by its act or omission cause another Party to breach Data Privacy Laws;
- (b) ensure each relevant Data Subject has been provided with sufficient information (where necessary) so as to enable fair, transparent and lawful Processing (including sharing) of the Shared Personal Data and/or Shared Marketing Data for the Agreed Purpose and the purpose set out in paragraph 2.1(b) of this Schedule 10, in accordance with the obligations of each Party under all Data Privacy Laws;
- (c) take all appropriate technical and organisational measures in relation to the Processing of the Shared Personal Data and/or Shared Marketing Data to ensure a level of security appropriate to the risk;
- (d) comply with any reasonable request of the other Party to provide reasonable assistance and information in order for that Party to assess or demonstrate compliance with the Data Privacy Laws;
- (e) without prejudice to the generality of paragraph 2.2(d) above, provide reasonable assistance and cooperation to the other Party to enable them to comply with subject access requests and to respond to any other queries, requests or complaints from Data Subjects or the ICO;
- (f) ensure the reliability of its Personnel who will have access to any of the Shared Personal Data and/or Shared Marketing Data;
- (g) ensure that any of its Personnel requiring access to any Shared Personal Data and/or Shared Marketing Data are aware of the confidential nature of the Shared Personal Data;
- (h) ensure that only Personnel who have committed themselves to confidentiality or are under an obligation of confidentiality are granted access to Shared Personal Data and/or Shared Marketing Data;
- (i) ensure that only Personnel authorised by that Party have access to the Shared Personal Data and/or Shared Marketing Data and that no other Personnel shall have access to the Shared Personal Data and/or Shared Marketing Data; and
- (j) promptly inform the other Party if a Data Subject has made a request for the suppression or erasure of the Shared Personal Data or Shared Marketing Data (or both), or has objected to the Processing of the Shared Personal Data or Shared Marketing Data (or both), or has withdrawn their consent for the Processing of Shared Marketing Data where such request or objection meets the requirements of the Data Privacy Laws and must be fulfilled.

3 Disclosing Party Obligations

3.1 In addition to the obligations outlined in paragraph 2 of this Schedule 10 (GDPR), the Disclosing Party shall ensure that at all times:

- (a) all Shared Personal Data disclosed to the Receiving Party is accurate and up-to-date and has at all times been collected, processed and disclosed by and on behalf of the Disclosing Party in accordance with all Data Privacy Laws;
- (b) that prior to any Shared Personal Data or Shared Marketing Data (or any part of the Shared Personal Data or Shared Marketing Data) being disclosed to the Receiving Party from time to time each relevant Data Subject has been provided with sufficient information (in an appropriate form) so as to enable fair, transparent and lawful processing (including sharing) of the Shared Personal Data for the Permitted Purpose or the Shared Marketing Data in accordance with the obligations of each party under Data Privacy Laws;
- (c) it identifies itself (without prejudice to the rights of any person to contact another person) in all information referred to in paragraph 3.1(b) as the contact point for all requests made by Data Subjects or Users in relation to their rights under Data Privacy Laws and communications regarding the processing of the Shared Personal Data or Shared Marketing Data (and agrees that the Receiving Party may also identify the Disclosing Party as the contact point for such purposes in any information or notices);
- (d) the Shared Personal Data when disclosed to the Receiving Party in connection with this Agreement is not subject to the laws of any jurisdiction outside of the United Kingdom;
- (e) the Disclosing Party is entitled to disclose and the Receiving Party is entitled to process:
 - (i) all Shared Personal Data for the Permitted Purpose; and
 - (ii) all Shared Marketing Data in accordance with all Data Privacy Laws, including that Data Subjects have each consented to such disclosure and other processing of their respective Shared Marketing Data;
- (f) the Shared Personal Data is disclosed to (and received by) the Receiving Party in a secure manner using appropriate technical and organisational security measures that comply with the obligations of each Party under all Data Privacy Laws and in accordance with the Client's "IT and IS compliance checklist" set out at Appendix 2 of this Schedule 10 (GDPR) (as updated from time to time);
- (g) it shall immediately notify the Receiving Party if it becomes aware of any change or circumstance which will, may or is alleged to impact the lawfulness of any processing of the Shared Personal Data or Shared Marketing Data by the Receiving Party (including if any of the Shared Personal Data or Shared Marketing Data is not accurate or up-to-date), together with full details of the circumstances and (immediately once available) revised and corrected data;
- (h) it shall not by any act or omission cause the Receiving Party (or any other person) to be in breach of any Data Privacy Laws;
- (i) it shall transfer any Shared Personal Data to the Receiving Party on a daily basis; and
- (j) it shall keep copies of all notices, consents from Data Subjects and other information necessary to demonstrate its compliance with this paragraph 3.

4 Consent

4.1 Where the Parties require consent to Process Shared Marketing Data, the Data Discloser shall be responsible for obtaining the relevant consent and shall:

- (a) clearly set out:

- (i) the name of the Data Discloser and the other parties relying on the consent;
 - (ii) the purposes for Processing;
 - (iii) the type of Personal Data being collected and used; and
 - (iv) the Data Subject's right to withdraw consent;
- (b) seek a positive 'opt-in' declaration of consent in an intelligible and easily accessible form, that is separate from any contractual undertaking between the Data Discloser and the Data Subject;
 - (c) where the Data Subject gives their consent to receive marketing from the Operator and the Client, retain records of such consent in a manner that such consent can be clearly demonstrated, and promptly provide the records to the other party upon request; and
 - (d) have procedures in place to enable a Data Subject to withdraw consent as easily as it has been given, and to communicate withdrawal of consent to the other parties relying on the consent.

4.2 The Operator shall provide a copy of any amendments to their consent collection statement (as outlined in paragraph 4.1(b)) to Client for approval prior to publishing at the point of collection.

5 Personal Data Breaches

5.1 In the case of a Personal Data Breach or any action that causes or could reasonably be deemed to cause a Personal Data Breach, to the extent that such Personal Data Breach or potential Personal Data Breach is likely to impact the Shared Personal Data or Shared Marketing Data Processed by the other Party:

- (a) the Party becoming aware of the Personal Data Breach shall at the earliest opportunity notify the other Party of the Personal Data Breach (and shall use reasonable endeavours to notify the other Party within forty-eight (48) hours of becoming aware of such Personal Data Breach); and
- (b) the Parties shall liaise and collaborate in order to meet their legal obligations to report the Personal Data Breach in accordance with Data Privacy Laws.

6 Compliance

6.1 As between the Parties, responsibility for compliance with and responding to:

- (a) each Party's respective obligations in respect of any Personal Data Breach to notify the ICO and/or Data Subjects impacting or relating to any Shared Personal Data or Shared Marketing Data falls on the Party that suffered the Personal Data Breach;
- (b) any request made by a Data Subject to exercise any right(s) of Data Subjects under Data Privacy Laws in relation to any of the Shared Personal Data or concerning the Processing of such data falls on the Data Discloser; and
- (c) any third party complaint or request relating to either Party's obligations under Data Privacy Laws relevant to this Agreement and/or the Processing of any of the Shared Personal Data falls on the Data Discloser.

6.2 Any communication issued in accordance with paragraph 6.1(b) and (c) shall be approved by the Data Receiver, acting reasonably, prior to its issue.

6.3 Notwithstanding the provisions of this paragraph 6, each Party shall provide any information reasonably required by the other Party to enable that Party to meet its obligations under Data Privacy Laws.

7 Retention

- 7.1 No Party shall retain or Process Shared Personal Data for longer than the later of:
- (a) what is necessary to carry out the Agreed Purpose; or
 - (b) as is defined in the Party's privacy policy provided to Users.
- 7.2 A Party shall immediately cease Processing any Shared Personal Data if the Data Subject has made a request for the suppression or erasure of their Personal Data or has objected to the Processing of their Personal Data where such request or objection meets the requirements of the Data Privacy Laws and must be fulfilled.
- 7.3 The Operator and Client shall immediately cease sending marketing messages to any Data Subject who has withdrawn their consent.

8 Overseas Transfers

To the extent a Party intends to disclose or transfer Shared Personal Data to a country that is not considered to be an Adequate Country, that Party shall ensure that such transfer is in compliance with the Data Privacy Laws, including putting in place such adequate transfer mechanism that is sufficient to comply with the requirements of the applicable Data Privacy Laws.

9 Survival of terms

The provisions of this Schedule 10 (GDPR) above shall survive Termination or expiry of this Agreement.

Appendix 1

Shared Marketing Data

For the purposes of this Agreement, Shared Marketing Data shall include the following categories of personal data:

- 1 Name
- 2 Contact details (email address)
- 3 What they've purchased (swimming, gym, membership)
 - a. Cost of purchase
- 4 Postcode
- 5 Opt-in status
 - a. And opt-in statement wording
- 6 Date of Birth
- 7 Gender
- 8 Ethnicity
- 9 Full address
- 10 Mobile telephone number
- 11 Further membership details (if they run a membership model)
- 12 Anything else of note

Appendix 2

IT and IS Compliance Checklist

Category	Non-Functional Requirement		Operator Response
<i>Hosting, Business Continuity and Security</i>			
ISO 27001 Certification	1	Please can you confirm certification for and / or adherence to the ISO27001 standard. Explain how this requirement is met and provide evidence where possible.	
Architectural Quality & Resilience	2	The network and system architecture proposed by the Operator should be robust, resilient, secure and should perform at an optimal level. The Operator shall explain how this requirement will be met and provide evidence, including diagrams.	
Physical Site Security	3	Hosting environments such as data centres should have strict physical security controls and procedures, which are compliant with the corresponding ISO regulations. The Operator shall explain how this requirement will be met.	
BCP & Disaster Recovery	4	The Operator should have a suitable and proven recovery plan which ensures service continuity in the event of a disaster scenario. The Operator shall explain how this requirement will be met.	
Data Retention & Restoration	5	The Operator should have a proven backup strategy which provides verified daily backups which are in-turn subject to a monthly retention policy. The monthly backups should be retained for a minimum of one year. Data restoration should be available on request. The Operator shall explain how this requirement will be met.	
<i>Hardware & Software Compatibility</i>			
Operating Systems, Software and Hardware	6	The proposed solution should be fully compliant with the Contracting Authority's hardware, Standard Operating Environment (Windows 10), Microsoft Office 365, supported web browsers and any other software required for the service. The Operator shall explain how this requirement will be met.	-
<i>Service Management and SLAs</i>			
Service Availability	7	The Contracting Authority (LLDC) expects high service availability with a minimum of 99.8% uptime. The Operator shall explain how this requirement will be met.	
Recovery Time Objective	8	A minimum Recovery Time Objective of 8 hours is required. The Operator shall explain how this requirement will be met.	
Recovery Point objective	9	A minimum Recovery Point Objective of 4 hours is required. The Operator shall explain how this requirement can be met.	
Support Response	10	All incidents, queries and service requests raised should be responded to in no less than 1 hour during agreed core working hours. The Operator shall explain how this requirement will be met.	

Support Resolution	11	High severity incidents should be resolved in no more than 4 hours (agreed core working hours). The Operator shall explain how this requirement will be met.	
Service Management	12	The Operator shall be aligned with ITIL by having a structured service management framework which gives the Contracting Authority regular and high quality service management engagement, monitoring and reporting; along with continuous service improvement strategies. The Operator shall explain how this requirement will be met.	
Change Management & Site Maintenance	13	The Operator shall be aligned with ITIL by having a structured problem management, change management, release management and maintenance framework. Non emergency changes, release updates and maintenance should be scheduled outside of core working hours and pre-agreed / pre-planned with the Contracting Authority. The Operator shall explain how this requirement will be met.	
<i>Information Security and Data Protection</i>			
Data Security	14	Please can you confirm a Data Protection framework, including how you are compliant with the Data Protection Act 2018 and United Kingdom GDPR. Explain how this requirement is met and provide evidence where possible.	
	15	The Operator should be able to prove a reliable and robust framework for data security, data retention and disposal as well as data restoration and disaster recovery.	
	16	As a minimum, all data must be compliant to the "Official" level of GSCP data security classification. Explain how this requirement is met and provide evidence where possible.	
	17	In accordance with GDPR, all personal data which is processed should not be disclosed to third parties or used in marketing or promotional purposes by the Operator without consent from the respective party. A clear and visible data privacy notice shall be presented to the user which describes the purpose of the data processing, what data is being processed, the lawful basis of the data processing and the rights of the data subject. Where consent is being used as the lawful basis of processing, this must be understandable to the data subject and through the use of a clear 'opt-in' process.	
	18	The Operator shall confirm where data is physically being processed and whether this is within or outside the UK. Where data is being processed outside the UK The Operator shall provide proof of adequacy arrangements. The Operator shall confirm whether sub-processors are being used and where those sub-processors are physically processing data. If this is outside the UK, The Operator shall supply proof of the adequacy arrangements of sub-processors.	
	19	A robust and proven data backup and retention strategy is required. Please explain how this requirement is met and provide evidence where possible.	

Schedule 11

Governance, Meeting and Reporting

1 Definitions

1.1 In this Schedule 11 the following definitions have the following meanings:

Annual Report means an annual report to be provided by the Operator under paragraph 5.3;

Business Plan means each business plan to be provided by the Operator under paragraph 5.7;

Compliance Report means a compliance report to be provided by the Operator under paragraph 5;

Contract Management Plan has the meaning given in paragraph 2.1:

Contract Reports has the meaning given in paragraph 5.2;

Finance Report means a finance report to be provided by the Operator under paragraph 5.2;

Marketing Plan has the meaning given in the Specification;

Monthly Report means a report to be provided by the Operator under paragraph 5.2;

Performance Report means a performance report to be provided by the Operator under paragraph 5.2; and

Quarterly Report means a quarterly report to be provided by the Operator under paragraph 5.4.

2 Ethos

2.1 The Operator shall have and maintain from the Effective Date a robust governance structure, plan, processes and procedures in place for the delivery of the Services (**Contract Management Plan**).

2.2 The Operator shall ensure its Contract Management Plan enables effective delivery of the Services, excellent communication with the Client and all other stakeholders and deliver a positive visitor experience of the Venue.

2.3 The Operator shall adopt the language and values of the Client for and in relation to the LAC and wider Park.

2.4 The Operator shall promote inclusion and diversity throughout the Operator Parties and delivery of the Services.

3 Mobilisation

3.1 The Operator shall include the details of the governance structure, processes and procedures they shall put in place and maintain for the duration of the Mobilisation Activities as part of its updated Mobilisation Plan. This shall include personnel, responsibilities, escalations and processes as well as a clear programme for delivery of the Mobilisation Activities in accordance with Appendix 8 of the Specification.

3.2 As part of the Mobilisation Activities the Operator shall hold a contract familiarisation meeting to familiarise itself with its obligations under this Agreement.

4 Contract Management Plan

- 4.1 The Operator shall provide the Contract Management Plan to the Client for its approval on or before the Service Commencement Date. The Contract Management Plan shall cover as a minimum those matters set out in paragraph 4.3.
- 4.2 The Client may approve or reject any draft Contract Management 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 Contract Management Plan or requires the Operator to make changes to it, the Operator shall revise the draft Contract Management Plan accordingly and shall re-submit a revised draft Contract Management Plan to the Client within ten (10) Working Days of the Client's rejection or requirement for changes. The provisions of this paragraph 4.2 shall apply again to any resubmitted draft Contract Management Plan, provided that either the Client or the Operator may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 4.3 The Contract Management Plan shall include:
- (a) an overview of all contract deliverables;
 - (b) a draft Service Delivery Plan in accordance with paragraph 1.1 of Part 2 of the Specification;
 - (c) a Business Plan in respect of the first Contract Year in accordance with paragraph 5.10 of this Schedule 11;
 - (d) the Operator's Key Personnel;
 - (e) the Operator's key contacts including email addresses and phone numbers;
 - (f) the Operator's reporting structure;
 - (g) each Operator Party's details;
 - (h) the Operator's escalation process;
 - (i) details of the Operator's contract management meetings;
 - (j) details of the Operator's booking system, website and computer aided facility management system, including functionality, use and access;
 - (k) details of all risks identified by the Operator and its risk management plan;
 - (l) details of the Operator's Resilience Plans;
 - (m) details of the Operator's approach to ensuring compliance with the Client's Policies, instructions and on-site regulations, and all Applicable Law;
 - (n) details of the Operator's performance management process;
 - (o) details of the Operator's customer feedback process;
 - (p) details of the Operator's reactive works process;
 - (q) details of the Operator's lifecycle works programme;
 - (r) the Operator's pricing model;
 - (s) the Operator's Change management process;
 - (t) the Operator's approach to health and Safety;

- (u) the Operator's approach to sustainability and innovation;
- (v) the Operator's approach to safeguarding;
- (w) the Operator's methodology for monitoring and managing trends; and
- (x) the Operator's Exit Plan.

4.4 The Operator shall hold a contract commencement meeting at which the details of the Contract Management Plan shall be presented to the Client. The Client shall then provide comments for the Operator to incorporate into the Contract Management Plan before finalising the Contract Management Plan with the signed agreement of both Parties.

5 Reporting

5.1 The Operator shall provide Monthly, Quarterly and Annual Reports in respect of this Agreement to the Client.

Monthly Report

5.2 Each Monthly Report shall contain the following information in respect of the previous Month:

Monthly Overview	Overview of the Services and activities undertaken during the Month.
Successes and Challenges	What has gone well and what has not gone well during the Month and mitigations to any challenges identified.
Finance	Income and expenditure broken down into key activities and expenditure items e.g. staffing, maintenance costs, marketing etc. compared against target, month on month and supplemented by an action plan. Client will require monthly financial reports based on actual performance, performance to date and performance against target. Aged debt. The Operator shall present any opportunities for value for money savings.
Performance	KPI overview with percentages achieved against KPI categories. Include KPI Self-Assessment scored against the criteria set out in Schedule 5 (KPIs) and the detailed analysis determining the score achieved.
Compliance	Overview on monthly compliance targets (including audits and insurance requirements). Details of the Operator's performance against its statutory compliance obligations and detailed actions and live activities as well as reviewing the approach to Critical Assets. The Operator shall maintain a compliance log.
Risks	Key risks and issues updated for the Month.
Programme and Sports Development	Information on all of the initiatives, activities and events that have taken place in the previous Month and those planned for the next 3 months.

Throughput	Total number of Users. Broken down into specific areas of facility noting user sector.
Availability	No of days unavailable per activity area per Month (on an exception basis only).
User feedback	Complaints and comments broken down into type and number, supplemented by a trend analysis and action plan.
Health and Safety	Reporting on accident, incidents, near misses and RIDDOR and any mitigations or improvements made.
Trend analysis and continuous improvement	Monthly recording of repeat events and trend analysis to improve processes and efficiencies. Proposals for continuous improvement and innovations.
Priority theme targets	Reporting of workforce and apprenticeship data set and volunteers.
Facilities Management	Update on significant maintenance works and issues. Update on cleaning standards. Update on horticulture and external FM matters.
Car Parking	Update on throughput, standards, complaints and enforcement.
Café, concession, vending & retail	Update on performance and standards.

5.3 The Operator shall provide each Monthly Report no later than ten (10) Working Days following the last Working Day of the relevant Month.

Quarterly Report

5.4 In addition to the information supplied in the Monthly Report, each Quarterly Report shall contain the following additional information in respect of the previous Quarter:

Marketing Plan	Marketing Plan and budget for forthcoming Quarter and review and results from previous Quarter
Maintenance report	Report on the condition of the building and full log of maintenance issues/repairs for the period. Delivery against Schedule of Planned Maintenance. Lifecycle works planned.
Quality Management	Detail of all internal and external audits with reports.

Utilisation	Percentage of space being used/percentage of space available within opening times.
Staffing	Update on required workforce data and statistics. Percentage turnover of staff and key personnel changes.
KPIs	Full quarterly KPI report and summary.
Utilities	Overview and performance review.
Investment and innovations	Details of any venue and FF&E investment (beyond business as usual maintenance).

5.5 The Operator shall provide each Monthly Report no later than ten (10) Working Days following the last Working Day of the relevant Quarter.

Annual Report

5.6 Each Annual Report shall comprise:

- (a) an annual overview of this Agreement and delivery of the Services as well as updates on each of the Contract Management Plan sections in respect of the previous Contract Year; and
- (b) the Operator shall include an annual internal audit of the Services as an appendix to each Annual Report.

5.7 The Operator shall provide each Annual Report to the Client no later than ten (10) Working Days following the end of the relevant Contract Year.

5.8 In addition to the Annual Report, the Operator shall at the same time as the Annual Report produce a presentation of key achievements for the year and content which can be proactively shared by the Client with external stakeholders to highlight annual successes, achievements and case studies.

Additional Reports

5.9 The Operator shall in addition to this Schedule provide any additional reporting requirements requested by the Client, to enable the Client to discharge any Lottery Funding Agreement obligations with Sport England, including as required under paragraph 8.

Annual Business Plan

5.10 By 16 January each Contract Year the Operator shall provide the Client with a draft annual business plan for the following Contract Year for approval (**Business Plan**). Each Business Plan shall include:

- (a) an overview of all contract deliverables;
- (b) a full detail forecast profit and loss account and rationale for any changes from the current Contract Year.

5.11 The draft business will then be discussed prior to a final version being agreed by the 1st March each year and implemented by 1st April.

5.12 In addition to the draft business plan and business plan The Operator shall include any proposals for revisions to KPIs in respect of the following Contract Year in accordance with paragraph 8 of Schedule 5 (KPIs) alongside the draft Business Plan.

6 Meetings

6.1 The following meetings between the Parties shall be required:

- (a) annual review meetings, including business planning reviews;
- (b) monthly contract meetings (longer on a quarterly basis); and
- (c) monthly joint Venue walk-arounds and inspections.

6.2 The Operator shall agree the attendance required at these meetings with the Client and shall include the details in the Contract Management Plan.

6.3 Other meetings may be scheduled or proposed by the Client as required.

6.4 The Operator shall be responsible for developing the agenda, agreeing a time and location and issuing actions for each meeting to be held under this Schedule 11, all of which shall be agreed with the Client. The agenda for the meetings shall be issued by the Operator at least five (5) Working Days prior to the meeting.

6.5 The Operator shall agree the format of each report to be provided under this Schedule 11 with the Client.

6.6 It is expected that during the Term there shall be regular informal contact between the Operator and the Client and that information can be requested by the Client at any point in addition to the reporting requirements set out in this Schedule 11.

7 Use of Information Technology

7.1 The Operator shall provide all reports required under this Schedule 11 in soft copy format. All documents provided to the Client shall be compatible with its systems.

7.2 All data contained within the Operator's reports under this Schedule 11 shall be readily available to the Client with real time access to information technology systems such as the computer aided facility management system and document SharePoint.

7.3 The Client retains the right to audit, or have an audit carried out in respect of, any of the information supplied to it by Operator under this Schedule 11.

8 Sport England Requirements

8.1 Except to the extent that it is prohibited by law from doing so (including due to the requirements of the Data Protection Act), the Operator shall:

- (a) subject to prior notice in accordance with paragraph 8.3, afford the Client and Sport England staff or nominees access to such meetings which are material to the Services; and
- (b) if required by the Client and/or Sport England, provide the Client and Sport England (as the case may be) with true and accurate copies of papers relevant to the Services that were produced for any such meetings. For the purpose of this paragraph 8.1, the Operator may provide to the Client and/or to Sport England certified extracts of such papers (that omit sensitive or confidential material that is not relevant to the Services or which it is prohibited by law from disclosing) and in doing so the Operator warrants, represents and undertakes to the Client and/or to Sport England (as the case may be) that such extracts are not misleading and, other than material omitted in accordance with this clause, contain all information relevant to the Services and do not contain any material omissions.

- 8.2 The Operator, Sport England and the Client shall co-operate together, from the Service Commencement Date onwards, to agree upon a process for identifying which of the meetings referred to in paragraph 8.1 will consider issues material to the ongoing implementation of the Services.
- 8.3 Wherever possible the Operator shall notify the Client and Sport England of the time, date and venue of any meeting which the Client and Sport England are entitled to attend pursuant to paragraph 8.1 at least five (5) Working Days in advance of the relevant meeting or, where such notice is not possible, as soon as is reasonably practicable. Where the Client and Sport England propose to attend a meeting each shall advise the Operator in advance of the meeting (and wherever reasonably practicable shall advise the Operator at least 48 hours) of an intention to do so.
- 8.4 Throughout the Term the Operator shall:
- (a) report annually to the Client and to Sport England:
 - (i) on the matters and at the intervals set out in Appendix 1 to this Schedule 11; and
 - (ii) in a format approved by the Client (such approval not to be unreasonably withheld or delayed) and Sport England
 - (b) meet with the Client and Sport England to discuss such reports, or other matters relevant to the Services generally where reasonably requested by Sport England.
- 8.5 The Operator shall also submit annually to the Client and to Sport England any matters relevant to the Services that are contained in papers submitted to its board and any further information or report on aspects of its plans, progress or performance in relation to the Services as the Client and Sport England may from time to time require. For the purpose of this paragraph 4.5, the Operator may provide annually to the Client and to Sport England certified extracts of such board papers (that omit sensitive or confidential material that is not relevant to the Services or which it is prohibited by law from disclosing) and in doing so the Operator warrants, represents and undertakes to the Client and to Sport England that such extracts are not misleading and, other than material omitted in accordance with this clause, contain all information relevant to the Services and do not contain any material omissions.
- 8.6 The Operator shall not, without the prior written consent of the Client and Sport England (not to be unreasonably withheld), enter into any contractual or other legally binding confidentiality obligation with any other person or entity which would have the effect of restricting or limiting Sport England's ability to properly scrutinise the use of its grant or the compliance by the Operator with this Agreement or which would otherwise prohibit the Operator from complying with its obligations or exercising its rights under this Agreement.
- 8.7 Except where it may cause a material disruption to the Services or for bona fide health and safety reasons, The Operator shall allow the Client and Sport England (or any persons duly authorised by either of them) to have on reasonable notice such access at reasonable times to such parts of the London Aquatics Centre as the Client and Sport England may reasonably require and provide the Client and Sport England with all reasonable assistance in order to enable the Client and Sport England to:
- (a) inspect the London Aquatics Centre and any works to or at the London Aquatics Centre;
 - (b) monitor the conduct and progress of the Services; and
 - (c) monitor compliance with the terms of this Agreement, including the operation of the London Aquatics Centre in accordance with the Service Delivery Plan.
- 8.8 Without prejudice to the other provisions of this paragraph 8, The Operator shall have in place reasonable procedures for monitoring and maintaining records relating to its fulfilment of its obligations to deliver the Services in accordance with this Agreement and to its compliance under

this Agreement with its obligations relating to the operation and use of the London Aquatics Centre.

- 8.9 To the extent not prohibited by law or by a confidentiality obligation to which the Client and Sport England has consented pursuant to paragraph 8.6, where reasonably required and appropriate the Client and Sport England may conduct an audit of the Operator's compliance with the terms of this Agreement including:
- (a) whether the Client and Sport England are entitled to be paid any proceeds generated by any Disposal (and if so the amount of such entitlement); and/or
 - (b) the Operator's expenditure of any proceeds generated by any approved Disposal, and such an audit may include an examination of such books, records, documents, minutes and papers relevant to the same as are held owned or otherwise respectively in the control of the Operator at any time upon giving reasonable notice.
- 8.10 If requested by the Client and/or Sport England, the Operator shall promptly, and at its own cost, procure that its auditor (or such other firm of reputable Chartered Accountants as the Client and/or Sport England may approve) at least once a year (and which may be as part of its annual audit of the Operator's account) certifies to the Client and/or Sport England that the Operator is not in breach of its obligations under this Agreement or the Operator shall otherwise provide to the Client and Sport England reasonable evidence of the same.
- 8.11 For the purpose of any examination under the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client and/or Sport England have used their resources, the Comptroller and Auditor General, his staff at the National Audit Office and agents and advisers may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Operator and may require the Operator to produce such oral or written explanations as he considers necessary and the Operator shall require and use reasonable endeavours to procure that its employees, agents, professional advisers and contractors shall produce such explanations as the Comptroller and Auditor General considers necessary.
- 8.12 The Operator shall submit to the Client and Sport England in relation to period commencing on the Service Commencement Date for the London Aquatics Centre and ending on the first 30 June after such date and each subsequent 12 Month period thereafter ending on 30 June, a report within 10 Working Days following the end of each period detailing its performance against the objective performance measures set out in the Service Delivery Plan and against the following categories during that period:
- (a) detailed financial information relating to the operation of the London Aquatics Centre;
 - (b) information relating to health and safety performance;
 - (c) pricing strategy for private and public usage of the London Aquatics Centre;
 - (d) performance against the sporting outcomes detailed in the Service Delivery Plan;
 - (e) information relating to commercial activities, promotions or sporting events undertaken during the course of the relevant period; and
 - (f) information relating to the monitoring carried out by the Operator.

Appendix 1

The Operator shall submit to the Client and Sport England in relation to period commencing on the Service Commencement Date for the London Aquatics Centre and ending on the first 30 June after such date and each subsequent 12 Month period thereafter ending on 30 June, a report within 10 Working Days following the end of each period detailing its performance against the objective performance measures set out in the Service Delivery Plan and against the following categories during that period:

- (a) detailed financial information relating to the operation of the London Aquatics Centre;
- (b) information relating to health and safety performance;
- (c) pricing strategy for private and public usage of the London Aquatics Centre;
- (d) performance against the sporting outcomes detailed in the Service Delivery Plan;
- (e) information relating to commercial activities, promotions or sporting events undertaken during the course of the relevant period; and
- (f) information relating to the monitoring carried out by the Operator.

Schedule 12

Step-In Rights

1 Step-In Trigger

- 1.1 If any of the circumstances in clause 31.1 arises (**Step-In Trigger**) then subject to paragraph 2 of this Schedule 12 (Step-In Rights) and without limiting any other rights of the Client, the Client may, at its sole discretion, step-in and perform and/or manage the Services or any part of them, in accordance with this Schedule (**Step-In**).
- 1.2 The Step-In shall be conducted in order to ensure, to the extent it is possible to do so, continued performance of the Services (**Step-In Objective**).
- 1.3 Regardless of paragraph 1.1 of this Schedule 12 (Step-In Rights), where the Client has cause to believe that any of the circumstances in clause 31.1 is likely to arise then the Client may, without prejudice to any other rights or remedies it may have:
- (a) require the Operator to operate the Rectification Plan Process in clause 30 (Site Inspections and Rectification Plan Process); and/or
 - (b) arrange a meeting between the Client's Representative and the Operator's Representative to arrange joint oversight of those matters giving the Client cause for concern.

2 Step-In Notice

When a Step-In Trigger occurs the Client may give the Operator notice that it wishes to exercise its rights under this Schedule 12 (Step-In Rights) (**Step-In Notice**).

3 Obligations during an Operator Step-In

- 3.1 During a Step-In:
- (a) the Client may exercise its rights either itself or through any other member of its Group or through a sub-contractor or third party operator or consultant (each of which, including the Client or any other member of its Group is a **Step-In Operator**);
 - (b) the Operator shall provide the Step-In Operator with all information, access to the Operator's equipment and assets, Operator's Personnel and Operator's premises and assistance as the Step-In Operator may reasonably request in writing; and
 - (c) at the Step-In Operator's request, the Operator shall ensure that all Operator Parties co-operate in relation to the Step-In.
- 3.2 During a Step-In, the Client shall or shall ensure that the Step-In Operator shall at all times:
- (a) permit the Operator to accompany any representatives of the Step-In Operator when they are present at any Operator's premises;
 - (b) keep the Operator suitably informed of progress in meeting the Step-In Objective and of any actions taken by the Step-In Operator; and
 - (c) co-operate with the Operator, where reasonably practicable, in order to enable the Operator to continue to provide any Services in relation to which the Step-In Operator does not assume control and otherwise to discharge its obligations under the Agreement.
- 3.3 In conducting a Step-In, the Client shall, and shall use reasonable endeavours to ensure that any Step-In Operator shall, comply with the Operator's reasonable directions with a view to:

- (a) minimising the disruption or interruption to the delivery of the Services under this Agreement;
- (b) minimising the duration of the Step-In; and
- (c) minimising the cost to the Operator, provided that the achievement of the Step-In Objective is not jeopardised.

4 Costs

Subject to paragraph 5 (Payments), the Parties shall each bear their own costs in connection with any Step-In, except where the Parties otherwise agree.

5 Payments

To the extent that a Step-In arises due to the act or omission of the Operator or any Operator Party, the Operator shall reimburse the Client for any costs incurred by the Client in relation to the Step-In, as reasonably evidenced in writing, no later than twenty (20) Working Days following written demand by the Client, failing which such costs shall be recoverable as a debt by the Client (without prejudice to any other rights or remedies the Client may have).

6 End of Step-In

- 6.1 If the Client gives the Operator notice that it has met the Step-In Objective and it believes the Operator is capable of resuming the Services then the Step-In shall cease and (subject to the Client not exercising any right of termination) the Operator shall resume the Services from the date required by the Client (**Step Out**).
- 6.2 If Step Out has not occurred within six (6) months (or such shorter timescale as the Parties may agree in writing) of the Step-In Notice, then Partial Termination of the relevant Services may take place as if the Client had terminated for an Operator material Default which is not capable of remedy.

Schedule 13

Exit

1 Definitions

1.1 In this Schedule 13 the following definitions have the following meanings:

Exit Notice has the meaning given in paragraph 5.1 of this Schedule 13;

Exit Period has the meaning given in paragraph 5.1(c) of this Schedule 13;

Non-Exclusive Assets means those Assets which are used by the Operator or any Operator Party in connection with the provision of the Services but which are also employed by them for other purposes;

Registers means the registers and databases referred to in paragraph 4.2 of this Schedule 13;

Transferable Contracts means the Sub-Contracts and any other agreements which are necessary to enable the Client, any other Client Party or any Replacement Operator to perform the Services; and

Transferring Assets has the meaning given in paragraph 6.1(a) of this Schedule 13.

2 General Obligations

2.1 The Operator shall ensure the orderly transition of the Services from the Operator to the Client or any other Client Party nominated by the Client (as directed by the Client) and each Replacement Operator in the event of Termination, each Partial Termination or expiry of this Agreement. This Schedule 13 sets out the principles of the exit and service transition arrangements which are intended to achieve this and upon which the Exit Plan shall be based.

2.2 The Operator shall be responsible for the overall management of the exit and Service transfer arrangements.

3 Exit Plan

3.1 The Exit Plan shall:

- (a) address each of the issues set out in this Schedule 13 to facilitate the transition of the Services from the Operator to the Client or any other Client Party (as directed by the Client) and each Replacement Operator and shall ensure that there is no disruption in the supply of the Services and no deterioration in the quality of delivery of the Services;
- (b) detail how the Services shall transfer to the Client or any other Client Party (as directed by the Client) and each Replacement Operator including details of the processes, documentation, data transfer, systems migration (if any), security and the segregation of the Client's technology components from any technology components run by the Operator or any Operator Party (where applicable);
- (c) specify the scope of the Exit Services that may be required by the Client, and detail how such services would be provided (if required) during the Exit Period;
- (d) provide a timetable and identify critical issues for carrying out the Exit Services; and
- (e) set out the management structure to be put in place and employed during the Exit Period.

4 Obligations during the Term

4.1 The Operator and the Client shall each appoint an exit manager and provide written notification of such appointment to the other by no later than six (6) months following the Effective Date.

The Operator's exit manager shall be responsible for ensuring that the Operator and each Operator Party complies with this Schedule. The Operator shall ensure that its exit manager has the necessary authority to arrange and procure any resources of the Operator as are reasonably necessary to enable the Operator to comply with this Schedule 13. The exit managers shall liaise with one another in relation to all issues relevant to Termination, Partial Termination or expiry and all matters connected with this Schedule 13 and each Party's compliance with it.

4.2 During the Term, the Operator shall:

- (a) promptly create (no later than six (6) months following the Effective Date) and at all times thereafter maintain a register of (**Registers**):
 - (i) all Assets (including FF&E assets), detailing their ownership status as either Exclusive Assets (separately identifying Transferable Assets) or Non-Exclusive Assets; and
 - (ii) all Sub-Contracts and other agreements (separately identifying Transferable Contracts) required to perform the Services;
- (b) promptly create (no later than six (6) months following the Effective Date) and at all times thereafter maintain a database setting out the Operator's technical infrastructure through which the Services are delivered. Such database must be capable of allowing staff of the Client, each Client Party and each Replacement Operator to acquire sufficient technical understanding of how the Operator provides the Services to ensure the smooth transition of the Services with the minimum of disruption; and
- (c) at all times keep the Registers up to date and shall maintain copies of any agreements referred to in any Register.

4.3 The Parties shall agree the format of the Registers as part of the process of agreeing the first Exit Plan.

4.4 At the same time as the Operator submits a revised or updated Exit Plan under clause 34 (Exit and Service Transfer), it shall also submit to the Client up-to-date Registers.

4.5 The Operator shall procure that all licences and all Sub-Contracts, equipment rental and lease agreements and any contracts (other than contracts of employment) which are procured solely for the performance of the Services shall be assignable or capable of novation at the request of the Client to the Client or any other Client Party (as directed by the Client) and each Replacement Operator without restriction (including any need to obtain any consent or approval) or payment of any charge. If the Operator cannot procure such rights then the Operator shall consult the Client on whether the rights that can be obtained are acceptable to the Client or whether the Operator must seek an alternative provider of the goods or services to which the relevant agreement relates.

4.6 At any time on reasonable notice, the Operator shall provide to the Client, each Client Party and each Replacement Operator (subject to those Client Parties and/or Replacement Operators entering into reasonable written confidentiality undertakings with the Operator), such material and information as the Client or Client Party requires in order to facilitate the preparation by the Client or Client Party (as directed by the Client) of any invitation to tender and/or to facilitate any potential Replacement Operator undertaking due diligence (including in relation to the Services, Assets, Client Data, Registers and Transferring Employees).

5 Exit Services

5.1 The Client is entitled to require the provision of Exit Services by sending the Operator a notice to that effect (**Exit Notice**) at any time prior to the Termination Date or the date of expiry of this Agreement (including before or during the Exit Period). The Exit Notice shall specify:

- (a) the date from which Exit Services are required;

- (b) the nature and extent of the Exit Services required; and
 - (c) the period during which it is anticipated that Exit Services shall be required (**Exit Period**) which shall continue no longer than twelve (12) months after the date that the Operator ceases to provide the Services (or in the case of Partial Termination, the Services the subject of the Partial Termination).
- 5.2 The Client has the right to terminate its requirement for Exit Services (or any of them) by giving not less than fifteen (15) Working Days' notice to the Operator to such effect.
- 5.3 The Operator shall provide the Exit Services in good faith and in accordance with Best Industry Standards.
- 5.4 The Client and the Operator acknowledge that the transition of the Services to the Client or any other Client Party (as directed by the Client) and each Replacement Operator may be phased over a period of time so that certain identified Services are transferred before others.
- 5.5 The Operator shall comply with all of its obligations contained in the Exit Plan.
- 5.6 The Operator shall comply with all of its obligations regarding its personnel in accordance with Schedule 15 (Employment (TUPE)).
- 5.7 From the service by either Party of any Termination Notice and during any Exit Period, the Operator shall not terminate or vary in any material respect any Transferable Contract without the Client's prior written consent, such consent not to be unreasonably withheld or delayed.
- 5.8 Upon Termination, any Partial Termination or expiry of this Agreement or upon the expiry of the Exit Period or any extension of the provision of any Services under clause 3, provided that it does not have an adverse impact on the ability of the Operator to provide the Exit Services at any time during the Exit Period (as the Client may require):
 - (a) the Operator shall cease to use the Client Data and, at the direction of the Client shall:
 - (i) provide the Client or at the Client's direction any other Client Party or Replacement Operator with a complete and uncorrupted version of the Client Data in electronic form (or such other format as reasonably required by the Client); and/or
 - (ii) destroy (including removal from any hard disk) or return (at the Client's option) all other copies of the Client Data and confirm in writing that such destruction has taken place;
 - (b) the Client shall (at its discretion) be entitled to transfer any Client Data to any Client Party or Replacement Operator;
 - (c) the Operator shall erase and procure that each Operator Party erases from any computers, storage devices and storage media that are to be retained by the Operator or Operator Party after the end of the Exit Period any software containing any Intellectual Property owned by any Client Party, unless the Operator or that Operator Party is continuing to provide Replacement Services where the retention by it of software containing any Intellectual Property of any Client Party is necessary for the provision of those Replacement Services and has been approved by the Client;
 - (d) the Operator shall return or procure the return to the Client such of the following as are in the Operator's or any Operator Party's possession or control:
 - (i) all assets (including FF&E assets) owned by the Client or any Venue Operator;
 - (ii) all materials created by the Operator or any Operator Party under this Agreement, the Intellectual Property in which is owned by the Client or any other Client Party;

- (iii) any other equipment which belongs to the Client or any other Client Party; and
- (iv) any items that have been on-charged to the Client, such as consumables;
- (e) the Operator shall vacate the LAC and the Park; and
- (f) each Party shall return to the relevant other Party all Confidential Information of that other Party and shall certify that it does not retain the other Party's Confidential Information.

5.9 The Exit Services to be provided by the Operator shall include such of the following services as the Client may specify:

- (a) providing to the Client an up-to-date operations manual setting out all procedures adopted by the Operator and each Operator Party in performing the Services;
- (b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Client, each Client Party (as the Client directs) and each Replacement Operator after the end of the Exit Period;
- (c) providing details of work volumes and staffing requirements over the preceding twelve (12) months;
- (d) analysing and providing information about capacity and performance requirements, and known planned requirements for capacity growth, transferring all training material and providing appropriate training to those Client, any other Client Party and/or Replacement Operator staff responsible for internal training in connection with the provision of the Services;
- (e) providing for transfer to the Client, each Client Party and each Replacement Operator of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
- (f) answering all reasonable questions from the Client, each Client Party and each Replacement Operator regarding the Services.

6 Transfer of Assets and Contracts

6.1 As soon as practicable following either the Operator or the Client giving a Termination Notice to the other or prior to expiry of this Agreement, (and provided the Operator has delivered up-to-date Registers to the Client) the Client shall notify the Operator:

- (a) which, if any, of the Transferable Assets the Client requires to be transferred to it, any other Client Party and/or any Replacement Operator (**Transferring Assets**);
- (b) which, if any, of the Exclusive Assets which are not Transferable Assets and which of the Non-Exclusive Assets the Client, any other Client Party and/or the Replacement Operator requires the continued use of; and
- (c) which Transferable Contracts the Client requires to be transferred to it, any other Client Party and/or to the Replacement Operator,

in order for the Client, any other Client Party and each Replacement Operator to provide the Replacement Services from the end of the Exit Period. At the request of the Client the Operator shall provide such assistance as may be necessary to help the Client, any other Client Party and each Replacement Operator to identify which Assets and which Transferable Contracts are required for the continued provision of the Services and the provision of the Replacement Services.

- 6.2 The Operator shall sell the Transferring Assets to the Client, the relevant Client Party or the relevant Replacement Operator (as determined by the Client) with effect from the end of the Exit Period for the sum of £1 and the sale shall take place at such place as the Client shall specify. The Operator shall ensure that any Initial LAC FF&E Assets which are Transferring Assets are in a like for like condition as at the Service Commencement Date. Risk in such Transferring Assets shall pass to the Client, the Client Party or the Replacement Operator (as appropriate) at the end of the Exit Period and title to such Transferring Assets shall pass to the Client, the relevant Client Party or the Replacement Operator (as appropriate) on payment for the same.
- 6.3 Where the Operator is notified in accordance with paragraph 6.1(b) that the Client, the relevant member of the Client's Group and any Replacement Operator requires continued use of any of the Exclusive or Non-Exclusive Assets which are not Transferable Assets, the Operator shall:
- (a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Client) for the Client, the relevant Client Party and the relevant Replacement Operators to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - (b) procure a suitable alternative to such assets and the Client, the relevant Client Party or the Replacement Operator shall bear the reasonable proven costs of procuring the same.
- 6.4 The Operator shall at the Client's request and with the co-operation of the Client procure the novation or assignment to the Client, the relevant Client Party or the relevant Replacement Operator (at the direction of the Client) of each of the Transferring Contracts.
- 6.5 The Client shall:
- (a) accept assignments from the Operator (where the benefit only of a Transferring Contract is transferring) or join with the Operator in procuring (or procure that Client Party or Replacement Operator joins with the Operator in procuring) a novation of each Transferring Contract; and
 - (b) once a Transferring Contract is novated or re-assigned to the Client, the relevant Client Party or the Replacement Operator, the Client shall carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract or, as applicable, ensure that the relevant Client Party or the Replacement Operator does the same.
- 6.6 The Operator shall indemnify the Client, each Client Party and each Replacement Operator, as applicable, against each loss, liability and cost arising out of any claims made by a party to a Transferring Contract which is assigned or novated to the Client, Client Party or Replacement Operator under paragraph 6.4 of this Schedule 13 in relation to any matters arising prior to the date of such assignment or novation.
- 6.7 The Operator shall indemnify the Client, each Client Party and each Replacement Operator, as applicable, against each loss, liability and cost arising out of any claims made by a party to a Transferring Contract which is assigned or novated to the Client, Client Party or Replacement Operator under paragraph 6.4 of this Schedule 13 in relation to any matters arising after the date of such assignment or novation to the extent such loss, liability, cost of claim arises out of or is related to any breach of contract, negligence, act or omission of the Operator during its performance of the Services.
- 6.8 The Client shall notify the Operator of any obligation under any Transferring Contract which has been or shall be novated or assigned under this paragraph 6 which it is unable to carry out or perform without the assistance of the Operator. The Operator shall provide all reasonable assistance to the Client to enable it to comply with that obligation.
- 6.9 As soon as practicable following either the Operator or the Client giving a Termination Notice to the other or prior to expiry of this Agreement, the Operator shall procure the transfer of all future

and ongoing User bookings made in respect of the LAC to the Client, a Client Party or Replacement Operator (at the direction of the Client).

7 Payment on Termination or Expiry

7.1 Except as set out in paragraph 6.2, the Client has no liability to pay the Operator for performing its obligations in this Schedule 13.

8 Apportionments

8.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Client (or the relevant Client Party or Replacement Operator) and the Operator.

8.2 This apportionment shall be carried out as follows:

- (a) the payments shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- (b) the Client shall be responsible for or shall ensure that its nominee or the relevant Client Party or Replacement Operator shall be responsible for or entitled to (as the case may be) an amount equal to that daily rate multiplied by the number of complete days during the period of the invoice after the transfer; and
- (c) the Operator shall be responsible for or entitled to (as the case may be) the rest of the invoice.

8.3 Each Party shall pay and the Client shall procure that the relevant Client Party or the Replacement Operator shall pay any monies due under this paragraph 8 as soon as practicable.

Schedule 14

Policies

- 1 Queen Elizabeth Olympic Park - Park Management Plan;
- 2 Biodiversity Action Plan for Queen Elizabeth Olympic Park;
- 3 Safeguarding Policy;
- 4 Equality and Inclusion Policy;
- 5 Health and Safety Policy;
- 6 Olympic Park Socio Economic Statement;
- 7 LLDC's Approach to Driving Social Value through Procurement;
- 8 General Obligations – Socio Econ Park Horticulture Works;
- 9 Legacy Communities Scheme: Code of Construction Practice – paragraph 8 (Contaminated Land);
- 10 Queen Elizabeth Olympic Park – Site Induction: Guiding Principles; and
- 11 Design Quality Policy.

Schedule 15

Employment (TUPE)

1 TUPE on Commencement

- 1.1 The Client and the Operator acknowledge and accept that the commencement of the Services on the Service Commencement Date shall constitute a relevant transfer for the purposes of the Transfer Regulations.
- 1.2 Subject to the right of any Transferring Employees to object to becoming employed by the Operator (or any Sub-Contractor, as applicable) pursuant to the Transfer Regulations, the contracts of employment of the Transferring Employees (except in relation to any terms disapplied pursuant to the operation of regulation 10(2) of the Transfer Regulations) shall have effect on and from the Service Transfer Date as if originally made between the Operator and each Transferring Employee pursuant to the Transfer Regulations.
- 1.3 The Operator agrees in such circumstances to comply fully with all its respective obligations under the Transfer Regulations.
- 1.4 The Client shall use reasonable endeavours to procure that a Previous Operator shall perform and discharge (or that a Previous Operator shall procure the performance and discharge by its relevant sub-contractor(s) of) all of its obligations in respect of the Transferring Employees and their representatives up to and including the Service Transfer Date.
- 1.5 The Operator shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives after the Service Transfer Date.
- 1.6 The Client shall procure that a Previous Operator shall indemnify the Operator against all claims costs, expenses and liabilities (including reasonable legal expenses and other professional fees and expenses and any VAT or other sales tax) whatsoever and howsoever arising, incurred or suffered by the Operator in relation to:
 - (a) any act or omission by a Previous Operator or any of its sub-contractors on or before the Service Transfer Date in relation to the Transferring Employees;
 - (b) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period before the Service Transfer Date; and/or
 - (c) any claim arising out of the provision of, or proposal by, a Previous Operator or any of its sub-contractors to offer any change to any benefit term or condition or working conditions of any Transferring Employee arising before the Service Transfer Date.
- 1.7 The Client shall procure that a Previous Operator shall indemnify the Operator against all claims, costs, expenses and liabilities (including reasonable legal expenses and other professional fees and expenses and any VAT or other sales tax) whatsoever and howsoever arising, suffered or incurred by the Operator in relation to any claim or demand against the Operator by any of the Previous Operator Personnel who is not a Transferring Employee in respect of any act or omission of a Previous Operator or any of its sub-contractors in respect of such Previous Operator Personnel during any period whether before, on or after the Service Transfer Date, where it is claimed that the liability for such act or omission has transferred to the Operator pursuant to the Transfer Regulations.
- 1.8 The Parties shall co-operate to ensure that any requirement to inform and consult with the Transferring Employees and/or their representatives in relation to any relevant transfer shall be fulfilled.
- 1.9 If the Transfer Regulations do not apply (or are alleged not to apply) in respect of the commencement of the Services:

- (a) the Operator can, at its discretion, make any of the Previous Operator Personnel an offer, in writing, to employ or engage that person under a new contract of employment or engagement to take effect at the earliest reasonable opportunity; and
- (b) if such Previous Operator Personnel does not accept an offer of employment made by the Operator, they shall remain employed by a Previous Operator (or its sub-contractor, as applicable).

2 Pre-Exit Obligations

2.1 The Operator agrees that, subject to compliance with Data Privacy Laws:

- (a) no later than fourteen (14) days after the earliest of:
 - (i) receipt of a notification from the Client of a Service Transfer or intended Service Transfer;
 - (ii) service of a Termination Notice; or
 - (iii) the date which is twelve (12) months before the expiry of this Agreement,

and, in any event no later than fourteen (14) days after receipt of a written request from the Client at any time, it shall provide the Provisional Staff List and the Staffing Information to the Client and, at the direction of the Client, to a Replacement Operator and it shall provide an updated Provisional Staff List and updated Staffing Information at any time when reasonably requested by the Client or any Replacement Operator;

- (b) at least two (2) months prior to the relevant Exit Transfer Date, the Operator shall prepare and provide to the Client and a list of persons whose contracts of employment or engagement are expected to transfer to the Client, any other Client Party or any Replacement Operator pursuant to the Transfer Regulations on the relevant Exit Transfer Date;
- (c) after the Operator has provided the list referred to in paragraph (b), the Operator and the Client shall agree a list of persons whose contracts of employment or engagement are expected to transfer to the Client, any other Client Party or any Replacement Operator pursuant to the Transfer Regulations on the relevant Exit Transfer Date and, if the parties cannot agree this list by the date which is one (1) month before the relevant Exit Transfer Date, the Client's decision as to the persons who are included on such list shall be final (**Final Employee List**);
- (d) the Client is entitled to use and disclose the Provisional Staff List, the Final Staff List and the Staffing Information to any Replacement Operator and any tenderer or other prospective Replacement Operator; and
- (e) on request by the Client the Operator shall promptly provide the Client and, at the request of the Client, the Replacement Operator, with reasonable access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Client reasonably requests.

2.2 The Operator warrants that, on each occasion that the Operator provides the Provisional Staff List, the list referred to paragraph 2.1(b) and the Staffing Information, such lists and information shall be true, complete and accurate in all material respects and that it shall disclose, in the case of the Staffing Information, all material terms and conditions of employment of the Operator's Assigned Personnel.

2.3 The Operator agrees that from the date of each of the events referred to in paragraphs 2.1(a)(i) to 2.1(a)(iii) (inclusive) of this Schedule, it shall not (and shall procure that each of its Sub-Contractors shall not), without the prior written consent of the Client (which shall not be unreasonably withheld or delayed):

- (a) assign or deploy other than on a temporary basis any person to work in the Services who is not listed in the Provisional Staff List;
- (b) increase the total number of individuals or roles listed on the Provisional Staff List;
- (c) make, propose or permit any changes to the terms and conditions of employment or engagement of any person listed on the Provisional Staff List;
- (d) increase the proportion of working time spent on the provision of the Services by any of the Operator's Personnel unless such increase is temporary and to cover absence, illness or holidays of any other individual listed on the Provisional Staff List;
- (e) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any individual listed on the Provisional Staff List;
- (f) replace, offer alternative employment to, transfer away from the Services, reduce or vary the involvement in the Services of any individual listed on the Provisional Staff List; or
- (g) terminate or give notice to terminate the contract of any individual listed on the Provisional Staff list.

2.4 The Operator shall as soon as reasonably practicable notify the Client and at the direction of the Client, the Replacement Operator of any notice to terminate employment or engagement received from any persons listed on the Provisional Staff List regardless of when such notice takes effect.

2.5 The Operator agrees that from the date of each of the events referred to in paragraphs 2.1(a)(i) to 2.1(a)(iii) (inclusive) of this Schedule, it shall (and shall procure that its relevant Sub-Contractors shall):

- (a) as soon as reasonably practicable inform the Client of any other material change to the information supplied under paragraph 2.1;
- (b) use reasonable endeavours to clarify any matter where the Client or any Replacement Operator reasonably requests clarification; and
- (c) use all reasonable endeavours to cooperate with any other reasonable requests made by the Client or any Replacement Operator concerning the information supplied or to be supplied under paragraph 2.1 as soon as practicable and shall use all reasonable endeavours to do so within fourteen (14) days of any such change, discovery of new information, or receipt of such request.

2.6 At least fourteen (14) days before the relevant Exit Transfer Date the Operator shall (and shall procure that each of its relevant Sub-Contractors shall) provide the Client and each Replacement Operator, in respect of each Transferring Exit Employee (subject to compliance with Data Privacy Laws), their:

- (a) pay slip data for the most recent Month;
- (b) cumulative pay for tax and pension purposes;
- (c) cumulative tax paid;
- (d) tax code;
- (e) voluntary deductions from pay; and
- (f) bank or building society account details for payroll purposes.

3 TUPE on Exit

- 3.1 The Client and the Operator acknowledge and accept that where the Client, any other Client Party or any Replacement Operator undertakes any Replacement Services, the provision of such Replacement Services may (depending on the precise facts of each case) result in a transfer for the purposes of the Transfer Regulations.
- 3.2 Subject to the right of any Transferring Exit Employee to object to becoming employed by the Client, any other Client Party or any Replacement Operator pursuant to the Transfer Regulations, the contracts of employment or engagement of the Transferring Exit Employees may have effect from the relevant Exit Transfer Date as if originally made between:
- (a) the Client, the relevant Client Party or a Replacement Operator (as the case may be); and
 - (b) such Transferring Exit Employees.
- 3.3 Each Party agrees in such circumstances to comply fully with all its respective obligations under the Transfer Regulations and to co-operate with the other Party (and in the case of the Operator, to co-operate with any Replacement Operator) in that respect.
- 3.4 The Operator shall perform and discharge (or procure the performance and discharge by the relevant Sub-Contractor of) all its obligations in respect of the Transferring Exit Employees and their representatives up to and including the relevant Exit Transfer Date.
- 3.5 The Operator shall indemnify the Client and each Replacement Operator against all Losses whatsoever and howsoever arising, incurred or suffered (whether directly or indirectly pursuant to any warranty or indemnity given or to be given to any third party including a Replacement Operator) in relation to:
- (a) any act or omission by the Operator or any of its Sub-Contractors on or before the Exit Transfer Date in relation to the Transferring Exit Employees save to the extent that such act or omission arises from any failure by the Client or Replacement Operator to comply with their obligations under Regulation 13(4) of the Transfer Regulations;
 - (b) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Exit Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period before the relevant Transfer Exit Date; and
 - (c) any claim arising out of the provision of, or proposal by, the Operator or any of its Sub-Contractors to offer any change to any benefit term or condition or working conditions of any Transferring Exit Employee arising before the relevant Transfer Exit Date.
- 3.6 The Operator shall indemnify the Client and each Replacement Operator in respect of all Losses whatsoever and howsoever arising, suffered or incurred (whether directly or indirectly pursuant to any warranty or indemnity given or to be given to any third party including a Replacement Operator) in relation to any act or omission of the Operator or any of its Sub-Contractors in relation to any of the Operator's Personnel who is not a Transferring Exit Employee during any period whether before, on or after the Exit Transfer Date save to the extent that such act or omission arises from any failure by the Client or Replacement Operator to comply with their obligations under Regulation 13(4) of the Transfer Regulations in respect of any employee who was originally proposed by the Operator to be included on the Final Employee List but who the Client decided to exclude from the Final Employee List.
- 3.7 If any of the Operator's Personnel who is not a Transferring Exit Employee claims that their contract of employment or engagement transfers or has transferred to the Client, any other Client Party or any Replacement Operator pursuant to the Transfer Regulations (**Additional Exit Employee**):
- (a) the Client shall (or shall procure that the Replacement Operator shall) notify the Operator within twenty one (21) days of becoming aware of such claim;

- (b) the Operator and the Client shall consult with one another with a view to resolving such claim(s);
- (c) no later than twenty eight (28) days after such notification, the Operator or its Sub-Contractor may offer employment or engagement to an Additional Exit Employee;
- (d) if at the end of such twenty eight (28) day period no offer of employment or engagement has been made, or such offer has been made but not accepted, then the Client, the relevant Client Party or the Replacement Operator (as applicable) may, having notified the Operator in writing, terminate the employment or engagement of the Additional Exit Employee; and
- (e) subject to the Parties complying with their obligations in this paragraph 3.7, or acting in any other way as may be agreed between the parties, the Operator shall indemnify the Client and each Replacement Operator against all Losses arising, suffered or incurred (whether directly or indirectly pursuant to any warranty or indemnity given or to be given to any third party including a Replacement Operator) relating to the employment or engagement or the termination of the employment or engagement of each Additional Exit Employee provided that there shall be no requirement to indemnify pursuant to this paragraph 3.7(e) in respect of Additional Exit Employees originally proposed by the Operator to be included on the Final Employee List where the Client has decided to exclude them from the Final Employee List.

3.8 The Operator shall indemnify the Client and each Replacement Operator against all Losses arising, suffered or incurred (whether directly or indirectly pursuant to any warranty or indemnity given or to be given to any third party including a Replacement Operator) as a result of any failure of the Operator or any of its Sub-Contractors to comply with Regulation 13 or 14 of the Transfer Regulations, except to the extent that such failure has arisen as a result of the Client or a Replacement Operator's failure to comply with Regulation 13(4) of the Transfer Regulations.

3.9 If there is a Termination, any Partial Termination or a Service Transfer to which the Transfer Regulations do not apply, or in respect of which the employment or engagement any of the Operator's Assigned Personnel do not transfer pursuant to the Transfer Regulations:

- (a) the Client, any other Client Party or a Replacement Operator can, at its discretion, make any of the Operator's Assigned Personnel an offer, in writing, to employ that person under a new contract of employment or engagement to take effect at the earliest reasonable opportunity;
- (b) if such an offer has been made by the Client, any other Client Party or a Replacement Operator and accepted by any Operator's Assigned Personnel, the Operator shall (and shall ensure that its Sub-Connectors shall) permit such person to leave their employment or engagement, as soon as practicable depending on the business needs of the Operator or the relevant Sub-Contractor, which could be without such person having worked their full notice period, if such person so requests and where operational obligations allow; and
- (c) if the relevant Operator's Assigned Personnel does not accept an offer of employment or engagement made by the Client, any other Client Party or the Replacement Operator, they shall remain employed or engaged by the Operator or the relevant Sub-Contractor.

Schedule 16

Not used

Schedule 17

Forms of Guarantee

Part 1: Form of Parent Company Guarantee

Dated

2023

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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:)






















Part 2: Not Used

Schedule 18

Plans and Drawings

Part 1: Plan of QEOP



- Key**
-  Underground station
 -  Overground station
 -  DLR station
 -  National Rail station
 -  Bus station
 -  Housing developments
 -  Business developments
 -  East Bank
 -  Entrance points
 -  Bus stop
 -  Venue car park
 -  Blue Badge parking
 -  Information
 -  Docking station
 -  ATM
 -  Restaurant
 -  Café
 -  Toilet
 -  Changing Places Toilet
 -  Accessible facilities including step-free access and toilets
 -  Steps

LEE VALLEY HOCKEY AND TENNIS CENTRE

VELODROME
LEE VALLEY VELOPARK
BMX Track

Chobham Manor

East Village

International Quarter London North
Stratford International

Westfield Stratford City

Stratford City

Stratford

Stratford

Stratford High Street

Wick Woodland

Wick Village

HERE EAST

East Wick (Phase 2)

Hackney Wick

COPPER BOX ARENA

Sweetwater

Mandeville Place

Great British Gardens

LONDON STADIUM

The Slide

ARCELORMITTAL ORBIT

Bow East

Pudding Mill Lane

Pudding Mill

UCLE East

The Podium

LONDON AQUATICS CENTRE

International Quarter London

East Bank

Information Point and Park Mobility

2012 Gardens

Boat tours

UCLE campus

UCLE East

Bridgewater

MAIN ENTRANCE

Carpenters Estate

Travelodge

Holiday Inn Express

ABBA arena

Snoozebox Hotel

Stratford Hato

ON ALL
A12
WICKWOOD
DRAFI
LIBERTY BRIDGE
ALMA ST
MONTICHERT ROAD
GREAT EASTERN ROAD
THEATRE STRATFORD EAST
PAUL ST

Part 2: Plan of the LAC

s31

Part 3: General Arrangement Drawings

s31

s31

s31

Part 4: Plan showing Secondary Security Control Room

S31

S43

S43

S43

S43

Schedule 20

Planning Conditions

1 Queen Elizabeth Olympic Park – Planning Permissions Overview and Interrelationship

1.1 Without prejudice to the Operator's obligations under clause 8.1(c), this Schedule summarises the conditions and obligations contained within the planning permissions which cover Queen Elizabeth Olympic Park including the LAC.

1.2 London Aquatics Centre – Outline Planning Consent.

07/90010/OUMODA as varied by 11/90313/VARODA - Partial deconstruction, demolition, dismantling and construction of venues to form legacy sports, leisure and entertainment venues, servicing facilities, car parking, vehicular access and ancillary works for use within classes D1 and D2. A number of outline conditions should be complied with, and a number require discharge of details including Noise Management, Event Management Plan and Travel Plan (LTD.23, LTD.27 and LTD.28) which any future operator should be prepared to update and resubmit to the Local Planning Authority within an agreed interval period.

1.3 London Aquatics Centre – Reserved Matters Application.

1.4 08/90026/REMODA - The Reserved Matters Planning Application was submitted pursuant to the outline planning permission detailed above in 2008. The Reserved Matters planning application for the Legacy Phase also had a number of amendments made as well as details submitted to discharge conditions. Of particular note is the implementation and maintenance of Sedum Wall with approved drawing and details as well as all new work and works, making good and being retained in the fabric of the original permission and build.

1.5 London Aquatics Centre – Non-Material Amendment (Main Entrance Doors)

The Reserved Matters application was amended in 2018 to reflect alterations to the main entrance doors. This amendment meant that works could be done to ensure the current main doors reflect the approved details.

1.6 There are a number of additional planning matters relating to the surrounding area of London Aquatics Centre. Firstly, planning permission was granted for the installation the 9/11 public art adjacent to and east of the Aquatics Centre (site location below). This public art must remain in situ and is tied to future long-term redevelopment associated with a site known as Aquatics Triangle. This is addressed further below.

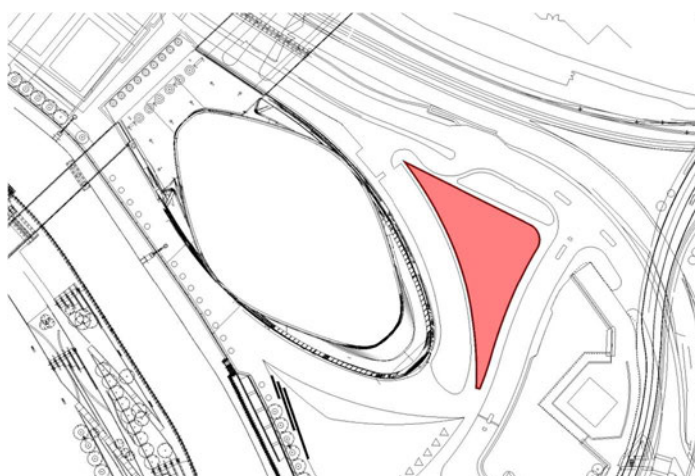


Fig 1 - 9/11 Artwork Site Location Plan

LLDC are promoting land to the east of London Aquatics Centre (site location below) for a residential led development of circa 120 units. LLDC undertook a feasibility to understand the development potential of the site which included a reconfiguration of the London Aquatics

Centre car park. It was identified that a development of circa 120 units could be delivered with all existing car parking associated with London Aquatics Centre being reconfigured in roughly the same area. LLDC will continue to promote the site for allocation within the Local Plan with a planning application likely to be prepared in 2025/26 with delivery from 2027/28. A feasibility site plan retaining reconfigured LAC car parking is shown below.

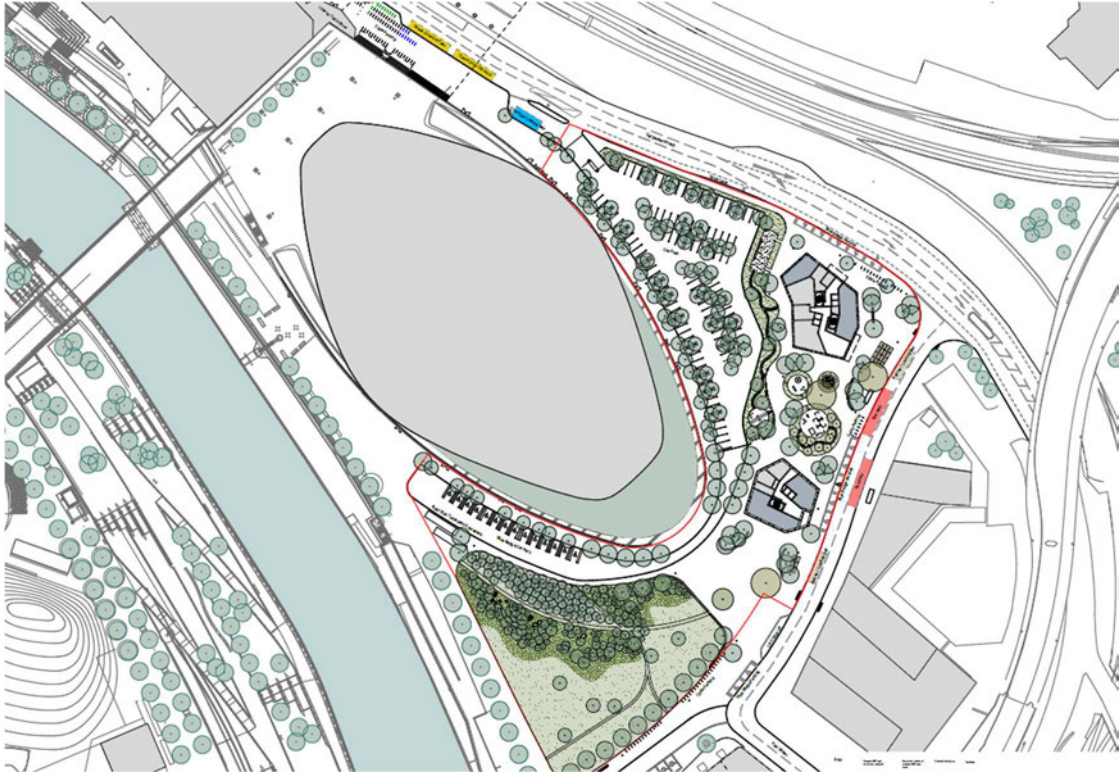


Fig 2 – Aquatics Triangle Feasibility Proposed Site Plan

Schedule 21

Handback Procedure

1 Definitions

1.1 In this Schedule 21 (Handback Procedure) the following words and expressions have the following meanings:

- (a) **Handback Amount** has the meaning given in paragraph 2.5(c) of Schedule 21 (Handback Procedure);
- (b) **Handback Bond** has the meaning given in paragraph 3.1 of Schedule 21 (Handback Procedure);
- (c) **Handback Certificate** means the certificate of confirmation regarding the LAC and the Handback Requirements to be issued by the Client, in accordance with Schedule 21 (Handback Procedure);
- (d) **Handback Engineer** has the meaning given in paragraph 2.2 of Schedule 21 (Handback Procedure);
- (e) **Handback Rectification Programme** has the meaning given in paragraph 2.5(b) of Schedule 21 (Handback Procedure);
- (f) **Handback Rectification Works** has the meaning given in paragraph 2.5(a) of Schedule 21 (Handback Procedure);
- (g) **Handback Requirements** has the meaning given in paragraph 2.1 of Schedule 21 (Handback Procedure);
- (h) **Remediation Payment** has the meaning given in paragraph 4.7 of Schedule 21 (Handback Procedure); and
- (i) **Remediation Payment Date** has the meaning given in paragraph 4.8(b) of Schedule 21 (Handback Procedure).

2 Handback Requirements

- 2.1 On the Expiry Date, the LAC shall be in a condition which is consistent with due performance by the Operator of the Services in accordance with clause 11 (Maintenance), clause 12 (Lifecycle Maintenance), the Specification and Service Delivery Plan (**Handback Requirements**).
- 2.2 Not more than twenty-four (24) months, but no less than twelve (12) months prior to the Expiry Date, the Client may carry out an inspection of the LAC, accompanied by the Operator (if the Operator so wishes). The Client may require the joint appointment by the Operator and the Client of an expert to carry out such inspection in addition to the Parties (**Handback Engineer**), such appointment to be on terms reasonably required by the Client including a requirement that the Handback Engineer issues a report in respect of the findings of such inspection and the matters referred to in paragraphs 2.5(a) and 2.5(c).
- 2.3 The Client shall give the Operator reasonable notice of the period during which such inspection is to take place.
- 2.4 When carrying out its inspection of the LAC, the Client shall use reasonable endeavours to minimise any disruption caused to the provision of the Services by the Operator. The Operator shall provide the Client and the Handback Engineer, if applicable, with any and all reasonable assistance required by the Client and / or the Handback Engineer during the carrying out of the inspection. The cost of the inspection, including the cost of the Handback Engineer's appointment, shall be borne by the Operator.

- 2.5 Within twenty (20) Working Days after the completion of the inspection (or, if a Handback Engineer is appointed under paragraph 2.2, the date of the issue of a report of the Handback Engineer) if it is found that any part of the LAC is not in a condition consistent with the Handback Requirements, the Client shall notify the Operator in writing of:
- (a) the rectification and / or maintenance work which is required to bring the condition of the LAC to meet the Handback Requirements (**Handback Rectification Works**);
 - (b) a proposed reasonable programme within which the Operator must carry out such work over the remainder of the Term (**Handback Rectification Programme**); and
 - (c) the expected costs of such work (**Handback Amount**),

provided that where a Handback Engineer is appointed by the Parties its assessment of those matters set out in paragraphs 2.5(a) and 2.5(c) shall be final and binding on the Parties, and not capable of referral to the Dispute Resolution Procedure.

- 2.6 The Operator shall within (20) Working Days of the notice issued under paragraph 2.5 confirm whether it agrees to:
- (a) the proposed Handback Rectification Programme or not (and if not, the Operator shall at the same time explain why not); and
 - (b) if a Handback Engineer is not appointed, the proposed Handback Rectification Works and the Handback Amount.

2.7 If the Parties, having used their respective reasonable endeavours to agree the matters in paragraph 2.6(a) and, if applicable 2.6(b), cannot so agree within a further five (5) Working Days then either Party may refer the matter for determination in accordance with the Dispute Resolution Procedure.

2.8 If any of the Handback Rectification Works, Handback Rectification Programme or Handback Amount are agreed or determined under paragraph 2.6 or 2.7 to be different to that in the notice under paragraph 2.5, the Client shall reissue such notice to take account of the revised Handback Rectification Works, Handback Rectification Programme and/or Handback Amount, as applicable and as agreed or determined.

3 Handback Bond and Handback Rectification Works

3.1 If the Handback Amount exceeds an amount equal to the final payment of the Payments, the Operator shall within twenty (20) Working Days of the notice issued (or reissued, as applicable) under paragraph 2.5, procure the provision of an on-demand bond (**Handback Bond**) to the Client's satisfaction and in favour of the Client for an amount equal to the Handback Amount, from a reputable bank or insurance company authorised to carry out business in the United Kingdom.

3.2 The Operator shall carry out the Handback Rectification Works to the satisfaction of the Client, in accordance with Best Industry Standards, and in accordance with the Handback Rectification Programme so as to meet the Handback Requirements.

3.3 Notwithstanding:

- (a) the agreement of the Client to any Handback Rectification Works, the Handback Rectification Programme or the Handback Amount;
- (b) the participation of the Client in any inspection under this Schedule; and / or
- (c) the complete or partial carrying out of the Handback Rectification Works,

the Operator shall not be relieved or absolved from any obligation to conduct any other inspection or to perform any other works in accordance with this Agreement.

3.4 The Operator shall carry out the Handback Rectification Works at its own cost notwithstanding that the actual cost of the Handback Rectification Works may be higher than the Handback Amount.

4 Completion of the Handback Rectification Works

4.1 Not later than thirty (30) Working Days before the Expiry Date, the Operator and the Client shall conduct a joint inspection of the LAC with the Handback Engineer (if appointed).

4.2 If the LAC does, at the time of the inspection under paragraph 4.1, comply in all respects with the Handback Requirements, the Client shall issue to the Operator a Handback Certificate and return any Handback Bond to the Operator on or within ten (10) Working Days following the Expiry Date.

4.3 If the LAC does not, at the time of the inspection under paragraph 4.1 comply in all respects with the Handback Requirements, the Client shall notify the Operator of its decision not to issue the Handback Certificate stating the reasons for such decision.

4.4 Any notice given by the Client in accordance with paragraph 4.3 shall set out each respect in which the Handback Rectification Works have not been completed or the LAC does not comply with the Handback Requirements, and shall state the Client (or the Handback Engineer's, if appointed) estimate of the cost of procuring that the LAC complies in all respects with the Handback Requirements.

4.5 The Operator may, within thirty (30) Working Days after receipt of the notice given in accordance with paragraph 4.3 by notice to the Client, object to any matter set out in the Client's notice (unless the matter was determined by the Handback Engineer in which case the Operator shall have no right to object and paragraph 4.6 shall not apply). The notice from the Operator shall give details of the grounds of such objection, and shall set out the Operator's proposals in respect of such matters.

4.6 If the Operator objects under paragraph 4.5, and no agreement is reached between the Operator and the Client as to any matter referred to in the Operator's notice (given in accordance with paragraph 4.5), within twenty (20) Working Days of receipt of that notice by the Client, then either the Operator or the Client may refer the matter for determination in accordance with the Dispute Resolution Procedure as to:

- (a) whether the LAC complies in all respects with the Handback Requirements; and
- (b) the estimated cost of procuring that the LAC complies in all respects with the Handback Requirements, where the LAC does not comply in all respects with the Handback Requirements.

4.7 If it is agreed or determined that the LAC does not, at the time of the inspection under paragraph 4.1, comply in all respects with the Handback Requirements, the Operator shall pay to the Client an amount equal to the estimated cost of completing such Handback Rectification Works and / or procuring that the LAC complies in all respects with the Handback Requirements (**Remediation Payment**).

4.8 The Operator shall pay to the Client:

- (a) the Remediation Payment within twenty (20) Working Days of the date that the estimated cost has been agreed or determined; and
- (b) interest on the Remediation Payment (or any part of the Remediation Payment that remains outstanding) from the earlier of: (A) the date that it is agreed or determined that the LAC does not meet the Handback Requirements under paragraph 4.7; and (B) the Expiry Date (**Remediation Payment Date**) until the date of payment at an interest rate which is 2% above the Bank of England's base rate from time to time.

4.9 Within ten (10) Working Days following the later of:

- (a) any Remediation Payment being received by the Client in full; and
- (b) the Expiry Date,

the Client shall issue the Handback Certificate and return any Handback Bond to the Operator.

Schedule 22

Commercial Rights

1 Definitions

1.1 For the purposes of this Schedule, the following definitions have the following meanings:

Advertisements means any medium (including digital and non-digital formats) carrying a promotional message;

Advertising means the exposure to the public of a promotional message on behalf of a third party and Advertise will be construed accordingly;

Advertising and Sponsorship Policies means the Client's sponsorship and advertising policies set out in Appendix 4 as updated from time to time;

Advertising Rights means the rights to display Advertisements and/or carry out Advertising in relation to the LAC, including as described in Part 1 of Appendix 2;

Branding Guidelines means the venue branding guidelines and Client's branding guidelines set out in Appendix 1 as updated from time to time;

Commercial Rights means the Advertising Rights and the Naming Rights and any other naming rights, sponsorship rights, merchandise rights, commercial rights and advertising rights in relation to the LAC and/or the Park;

Leased Equipment means the items of Advertising equipment which are, from time to time, subject to hire purchase, credit sale, lease or other finance arrangements;

Naming Rights means all naming rights in relation to the LAC, including as described in Schedule of Appendix 3;

Third Party means any third party to whom the Client elects to grant any Commercial Rights;

Third Party Award Date means the date from which the Third Party is entitled to exercise the Third Party Commercial Rights; and

Third Party Commercial Rights means the Commercial Rights granted to the Third Party, as notified to the Operator by the Client in writing.

2 Commercial Rights

2.1 Unless agreed otherwise in writing by the Client pursuant to the Change Control Procedure, the Client shall (subject to the Client's ability to grant the same to a Third Party) retain all naming rights, sponsorship rights, merchandise rights, commercial rights and advertising rights in relation to the LAC and/or the Park and all associated revenue and the Operator shall not be entitled to exploit any Commercial Rights itself or grant any Commercial Rights or branding, advertising, sponsorship, official supplier, marketing, other rights of association and/or merchandising rights in relation to the LAC to any third party.

2.2 The Operator must comply with the Client's requirements relating to the name of the LAC, advertising, merchandising (including sales of merchandise at the LAC), commercial rights, sponsorship and use of sponsor's goods and/or supply chains at the LAC, as well as with any associated restrictions on use or sale of competitors goods or supply chains.

3 Change Control for permission to Operator to exercise Commercial Rights

3.1 The Client may, via the Change Control Procedure, permit the Operator to exercise specified Commercial Rights on the terms and for the period agreed in writing by the Client. Any such arrangement will only permit the Operator to exercise the specified Commercial Rights which

the Operator is explicitly permitted to exercise, subject to the Operator complying with paragraph 4.

4 Conditions for exercise of Commercial Rights by the Operator

4.1 To the extent the Operator is entitled to exercise any Commercial Rights pursuant to the Change Control Procedure, it shall do as its own cost, and shall ensure that such exploitation is consistent with:

- (a) the Branding Guidelines;
- (b) the Advertising and Sponsorship Policies; and
- (c) any other reasonable requirement of the Client notified to the Operator in writing from time to time.

4.2 In respect of any Commercial Rights granted to the Operator:

- (a) the Operator's right to exploit such Commercial Rights shall be subject to the Operator complying with its obligations in Part 11 of the Specification;
- (b) the Client shall retain:
 - (i) all Commercial Rights which the Operator is not explicitly permitted to exercise; and
 - (ii) rights to carry out Park wide marketing and merchandising and to include reference to the LAC in such activities;
- (c) the Operator's right to exploit such Commercial Rights shall be subject to the Operator complying with the Sport England restrictions in paragraph 8;
- (d) the Operator shall be responsible and obtaining the necessary Consents which are necessary in order to exploit such Commercial Rights;
- (e) the Operator shall indemnify the Client against all Losses incurred by the Client or any Client Party in relation to the exploitation of the Commercial Rights by the Operator, including to the extent these result from or arise out of any claim or allegation that the use of the Commercial Rights in accordance with the terms of this Agreement, infringes any Intellectual Property right of any third party (without prejudice to clause 23.4);
- (f) the Client shall not be liable to the Operator in respect of any Losses incurred by the Operator or any Operator Party in relation to the exploitation of the Commercial Rights, including as a result of or arising from any claim or allegation that the use of the Commercial Rights in accordance with the terms of this Agreement, infringes any Intellectual Property right of any third party;
- (g) the Operator shall act as principal when entering into agreements in the exercise of the Commercial Rights, and shall ensure that the terms of any of its agreements with third parties are consistent with the Client's rights and the Operator's obligations under this Agreement. In particular:
 - (i) the Operator shall ensure that the relevant third party is required, at the Client's request, to enter into a novation with the Client or any Replacement Operator when this Agreement expires or is terminated; and
 - (ii) the Operator shall ensure in relation to agreements with Third Parties for Leased Equipment, that the relevant agreement can be novated to the Replacement Operator or the Client or to a third party provider of finance; and
 - (iii) if this Agreement is due to expire or terminate during the currency of a proposed new agreement with a third party relating to Advertising at the LAC, the

Operator shall only enter into such agreement having obtained the Client's prior written consent (not to be unreasonably withheld) and on terms that are acceptable to the Client;

- (h) the Operator shall promptly provide to the Client details of complaints it has received from any source whatsoever in relation to the Advertisements it has displayed at the LAC, along with details of its responses (if any) to such complaints; and
- (i) the Client will be entitled to intervene and handle any complaints on the Operator's behalf where the Client reasonably believes that the Operator has failed to handle such complaint satisfactorily and its interests or reputation will or may be affected by the complaint.

5 Commercial Rights granted to a Third Party

- 5.1 If at any time during the Term, the Client intends to grant any Commercial Rights to a Third Party, it shall serve a written notice on the Operator no later than one (1) month prior to the proposed Third Party Award Date. The Client shall provide the Operator with at least twenty (20) Working Days' written notice of the actual Third Party Award Date.
- 5.2 The Client shall notify the Operator in writing of the specific requirements of the Third Party with respect to the Commercial Rights and the Operator will observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Client and/or the Third Party in relation to the exercise of the Commercial Rights (including in relation to branding of uniforms, provision of leaflets and certificates), provided such instructions, directions and/or regulations are consistent with:
 - (a) the Branding Guidelines; and
 - (b) the Advertising and Sponsorship Policies.
- 5.3 The Operator shall notify the Client of the amount of any reasonable costs which it shall incur as a direct consequence of complying with paragraph 5.1 of this Schedule. 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.
- 5.4 The Operator shall at its own cost provide all reasonable assistance in order to give full effect to the Third Party's requirements with respect to the Third Party Commercial Rights, including providing:
 - (a) access to the LAC to the Client or Third Party (or any party acting either of their behalf); and
 - (b) all necessary information, executing all such documents and taking all steps as the Client and/or Third Party reasonably requests from time to time.

6 Retailing

- 6.1 The Operator may provide retailing services within the LAC. The range of stock to be offered for sale must be agreed with the Client in writing and the Operator must 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. The Operator will be permitted to sell sporting equipment and merchandise within the LAC. This must however be in accordance with requirements of the Client.

7 Client Hospitality Rights

- 7.1 The Client will require that the LAC is reserved and made available for their use for a maximum of seven (7) days per annum. The Client will not pay a LAC hire charge (including normal operating costs) but will pay for the extra ancillary services provided by the Operator, if required, such as stewarding and security, at the cost charged by the Operator, such costs to be agreed by the Client in advance. For any dates required by the Client, the Client will be required to

provide a minimum of 4 months' notice to the Operator. The Client may choose to use its allocation in support of an event hiring the Centre for a longer period. Where the booking of Client events impacts on activities programmed by the Operator, the Operator should cancel or relocate its programmed activities at no additional charge.

- 7.2 The Client requires an option to take up to fifty (50) debenture seats at no charge for any public event for the Client's business purposes including supporting potential sponsorship deals, destination marketing & promotion and corporate hospitality.

8 Sport England Restrictions

- 8.1 Notwithstanding any other provisions of this Schedule, the Operator shall comply with the requirements of:

- (a) clause 9.2 (Sport England Restrictions) and clause 10 (Licence to Occupy); and
- (b) paragraph 8 of Schedule 11 (Governance, Meeting and Reporting).

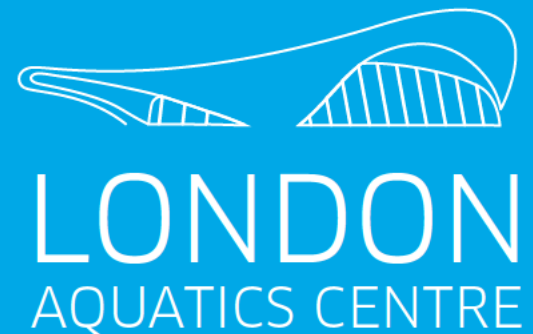
- 8.2 The Operator shall recognise and continue to recognise the contribution made by the Lottery Grant to the Project and to the implementation of the Project as reasonably required by Sport England or the Client from time to time, including without limitation by displaying signage using the common Lottery branding at the LAC or the Park throughout the Term.

Appendix 1
Branding Guidelines



Branding Guidelines

December 2022



The **London Aquatics Centre**, the most technologically advanced and stunning swimming facility in the world and home of the 2012 London legacy. Visit the venue to experience the magic for yourself. Whether you're a novice swimmer or an experienced athlete, the London Aquatics Centre provides ways for you to get in on the action at this outstanding facility.

Designed for swimmers of all abilities, from absolute beginners to Olympic and Paralympic champions. London Aquatics Centre offers a wide-ranging programme of activities; fun family sessions, lane swimming, diving, swimming and diving lessons, community swim sessions and other aquatic disciplines! The facilities are second-to-none – so much so that the centre is the training ground of Tom Daley!

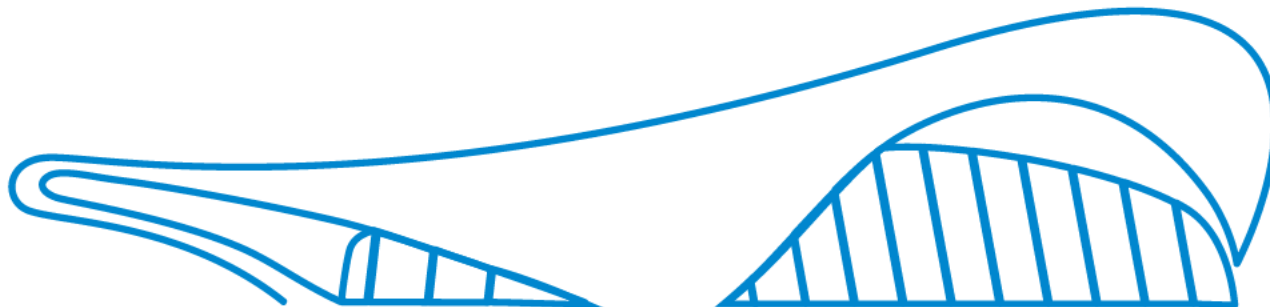
In 2012, the spectacular London Aquatics Centre, designed by architect Zaha Hadid, provided the breathtaking backdrop to countless world records and Ellie Simmonds' dramatic swim into the history books.

Now everyone can feel the thrill of swimming under that familiar wave-like roof and enjoy some of the best community swimming facilities in the country for the same price as local leisure centre swimming pools. And, with a total seating capacity of 2,500, watch out for world class events taking place in future.



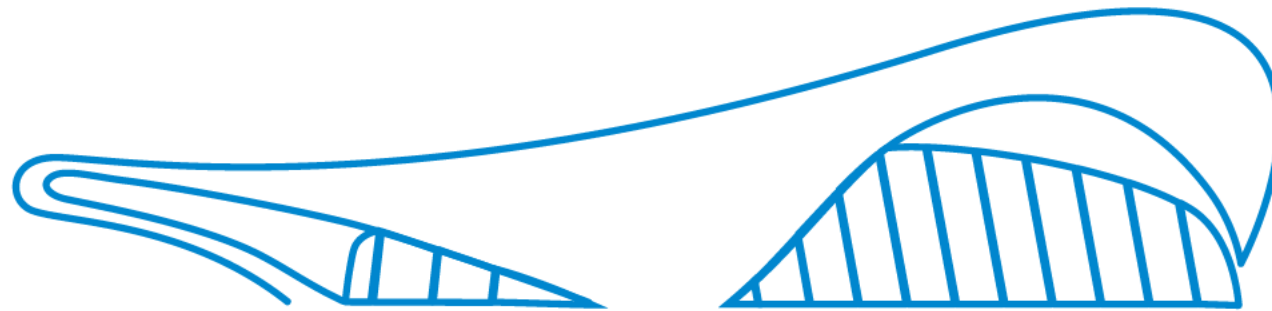
Our logo is based on the spectacular venue designed by Zaha Hadid.

The simple line outline showcases the beautiful curves of the amazing roof structure.



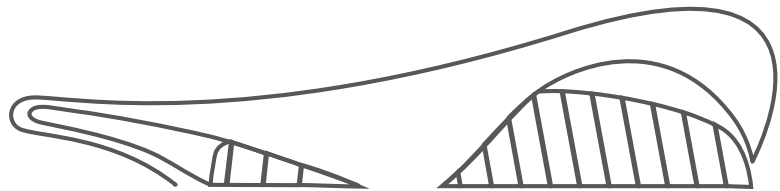
Blue is our primary colour and should be present in some way on everything we do.

C100 M25 Y0 K0 / R0 G134 B205 / PANTONE XXX



LONDON
AQUATICS CENTRE

Our logo in monochrome and white versions.

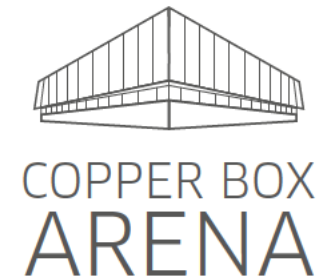


LONDON
AQUATICS CENTRE



Our London Aquatics Centre logo has been designed as part of a branded house - a suite of venue brands that are consistent in design, look and feel that can provide a unified experience

across the Park and venues and are consistent with our Queen Elizabeth Olympic Park Masterbrand.



To promote a strong brand presence and to improve legibility, the London Aquatics Centre logo has been designed with an exclusion zone surrounding it.

This exclusion zone must be kept clear of type, images or other logos.

Take the height of **LONDON AQUATICS CENTRE** word mark and use this to measure the exclusion zone all around the logo.

MINIMUM SIZE

To achieve good legibility it is essential that the logo should never be used below 25mm in width on any printed applications.

For use on digital screens, it should never be used below 125px in width.



EXCLUSION ZONE



THIRD PARTY LOGO LOCK UPS

When a number of logos are positioned together, they should be visually even in appearance. The example below show the Queen Elizabeth Olympic Park logo's relationship with our logo. Other logos will have different rules for relative sizes.



LOGO TYPOGRAPHY

We use Clan as our title font. It can be supplied on request.

**Clan
Medium**

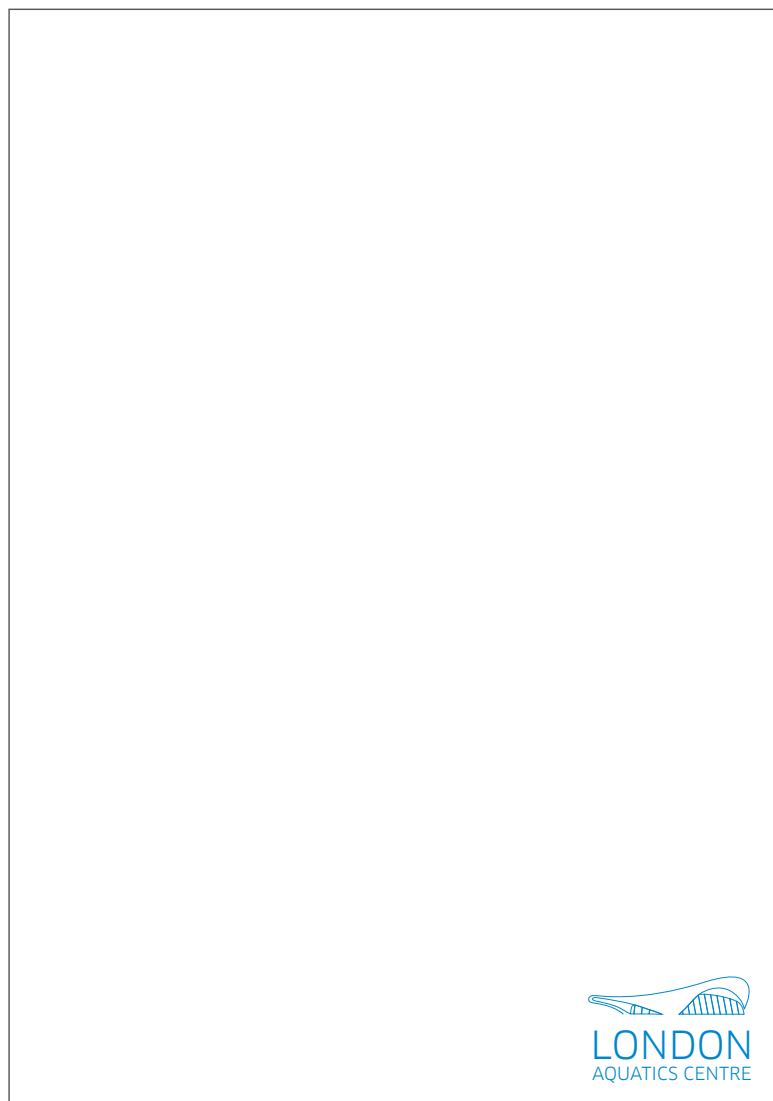
HEADLINE FONT
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

**Clan
Book**

Body copy
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

LOGO POSITIONING

On any print collateral the logo should be positioned in the bottom right hand corner of the artwork.







DESIGN EXAMPLES


How the logo should sit with other partner logos on advertising products.

**FINA DIVING
WORLD SERIES**
17 - 19 MAY

Ahead of Tokyo 2020, the very best British divers will get the chance to showcase their skills against the world's best at the London Aquatics Centre in a thrilling culmination to the series.




  
QueenElizabethOlympicPark.co.uk



QUEEN ELIZABETH
OLYMPIC PARK



LONDON
AQUATICS CENTRE

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QueenElizabethOlympicPark.co.uk


QUEEN ELIZABETH
OLYMPIC PARK


LONDON
AQUATICS CENTRE

DESIGN EXAMPLES

Some corporate stationary mock-ups.



DESIGN EXAMPLES

How the new branding could look on venue facade and around reception area.



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



LONDON
AQUATICS CENTRE

Appendix 2

Advertising Rights

The below rights (together with all other Commercial Rights) are retained by the Client, unless agreed otherwise pursuant to the Change Control Procedure (and subject to the Client's rights to grant any or all of the Commercial Rights to a Third Party).

- Receive a certain percentage of branding space available on signage as per the descriptions in the "(Partner) Aquatics Centre – Naming rights & Advertising rights opportunity" provided at Appendix 5 of this Schedule 22
- Specific signage e.g. above the main entrance, on TV screens
- Right to agree a logo as the official logo of the LAC to the exclusion of any other official name
- Right to have branding and the logo on the website
- Right to have branded header and footer in each email sent out by the LAC
- Right to use the Client's media library in relation to the LAC for use in marketing materials

Appendix 3

Naming Rights

The below rights (together with all other Commercial Rights) are retained by the Client, unless agreed otherwise pursuant to the Change Control Procedure (and subject to the Client's rights to grant any or all of the Commercial Rights to a Third Party).

- Right to use specified designations e.g. Official Naming Rights Partner of the "LAC" or "London Aquatics Centre"
- Right for the LAC to be named XYZ (**LAC Name**) to the exclusion of any other official name, provided that it must have the words "Aquatics Centre" in the title (but it does not need to have the word "London" in the title)
- Rights for branding space to carry logo including naming rights partner as per the descriptions in the "(Partner) Aquatics Centre – Naming rights & Advertising rights opportunity" provided at Appendix 5 of this Schedule 22
- Client will refer to the LAC by the LAC Name
- Right to have the LAC Name included in any marketing materials published by the Client to promote the LAC
- Right to have the LAC Name incorporated into social media profiles

Appendix 4

Advertising and Sponsorship Policies

ADVERTISING POLICY – v3.0

Document Control

Title	Advertising Policy
Organisation	London Legacy Development Corporation
Description	This policy sets out high level principles, together with the decision making framework and criteria, governing the approval of advertisements which appear on land and assets under the legal authority and control of London Legacy Development Corporation.
Author(s)	Edward Fane, Head of Venues Peter Tudor, Director of Visitor Services, Park Operations & Venues
Date	7 November 2017
Approvals	Executive Management Team
Distribution	Executive Management Team, LLDC Staff Intranet, Advertising Agencies working on behalf of LLDC.
Protective Marking	None

Version Control

Version	Date	Amendments	Author
v1.0 (draft)	14.08.17	1 st draft version	Edward Fane
v2.0 (draft)	21.08.17	Update following EMT 24.08.17	Edward Fane
v3.0 (Adopted)	07.11.17	Update following EMT 27.09.17. Approved as appointed by EMT by Ben Fletcher, Mark Camley and Gerry Murphy on 7.11.17.	Edward Fane

1. Purpose

- 1.1 The purpose of this policy is to set out high level principles, together with the decision making framework and criteria, governing the approval of advertisements which appear on land and assets under the legal authority and control of London Legacy Development Corporation (“LLDC”).
- 1.2 This policy applies to advertising on or within venues, facilities, within or around the Queen Elizabeth Olympic Park (“the Park”) owned by LLDC. It excludes the London Stadium which owned by E20 Stadium LLP, Here East and facilities and land owned by Lee Valley Regional Park Authority (LVRPA).
- 1.3 This policy outlines the principles that must be followed when the LLDC is permitting advertising consent on or within LLDC’s landholdings and venues.
- 1.4 In addition, LLDC will ensure that advertisements are consistent with the obligations in section 404 of the GLA Act.
- 1.5 All advertisements entered into by LLDC and/or appearing on the Queen Elizabeth Olympic Park or LLDC other landholdings, including venues, must be in accordance with this policy.
- 1.6 It applies to LLDC, as well as any contractors or agents of LLDC providing services, facilities, or activities.
- 1.7 All advertising arrangements must be in accordance with this policy.

2. Definitions

- a) **Advertisement** includes advertisements in any form proposed to appear on or in LLDC owned/controlled venues or assets.
- b) The **Applicant** means the person seeking approval for an advertisement to appear on or in LLDC landholdings and venues.
- c) The **ASA** means the Advertising Standards Authority.
- d) The **BOA** means the British Olympic Association with whom the LLDC has entered into a brand licence allowing use of the word “Olympic” in the Park’s name and with which come a series of conditions and restrictions relating to sponsorship and association with sponsors
- e) **CAP** is the Committee of Advertising Practice is the sister organisation of the ASA and is responsible for writing the Advertising Codes.
- f) **Clean Venue** is a requirement placed on a named venue/s or area where the commercial advertising rights have been secured exclusively for and on behalf of a major event and/or the associated organising body. In such instances the Park and venues must be free from all advertising not sourced in conjunction with that particular major event or that could be deemed to be ambush marketing.
- g) **Days** means working days.
- h) **E20 Stadium LLP** - The Stadium at Queen Elizabeth Olympic Park is owned by E20 Stadium LLP, which is owned by LLDC and the London Borough of Newham.
- i) The **GLA** means the Greater London Assembly, which the LLDC reports to.
- j) The **GLA Act** means the Greater London Authority Act 1999.
- k) The **GLA Group** means the Greater London Authority, TfL, the London Legacy Development Corporation, the Metropolitan Police Authority and the London Fire and Emergency Planning Authority.
- l) **LVRPA** - Lee Valley Regional Park Authority
- m) **LLDC** means the London Legacy Development Corporation. LLDC is a Mayoral Development Corporation and therefore directly accountable to Londoners through the Mayor of London.

- n) **LLDC's landholdings and venues** means those areas of land and facilities operated by or on behalf of LLDC on which LLDC has a right to approve advertisements, including (but not limited to) –
- (i) Queen Elizabeth Olympic Park
 - (ii) London Aquatics Centre
 - (iii) Copper Box Arena
 - (iv) ArcelorMittal Orbit and Slide
 - (v) Podium cafe
 - (vi) Timber Lodge café
 - (vii) 3 Mills Film Studios
 - (viii) LLDC Landholdings, including:
 - Rick Roberts Way
 - Pudding Mill Lane
 - Hackney Wick
- o) The **Mayor** means the Mayor of London.
- p) The **Park** means Queen Elizabeth Olympic Park, Stratford, London.

3. Required standards

- 3.1 Advertisements will not be approved, or permitted to remain by LLDC, if in LLDC's reasonable opinion, the advertisement falls within any of the following categories.
- (a) The advertisement does not comply with the law or incites someone to break the law.
 - (b) The advertisement does not comply with the British Code of Advertising, Sales Promotion and Direct Marketing.
 - (c) The advertisement is inconsistent with the obligations in section 404 of the GLA Act.
 - (d) The advertisement is likely to cause widespread or serious offence to members of the public on account of the nature of the product or service being advertised the wording or design of the advertisement or by way of inference.
 - (e) The advertisement relates to lap-dancing, 'gentlemen's clubs', escort agencies or massage parlours.
 - (f) Organisations deriving income from pornography.
 - (g) The advertisement depicts men, women or children in a sexual manner or displays nude or semi-nude figures in an overtly sexual context. For example, while the use of underdressed people in most underwear advertising may be seen as an appropriate context, gratuitous use of an overtly sexual nature will be unacceptable.
 - (h) Gender stereotyping, including body image, objectification, sexualisation and gender characteristics and roles that could potentially cause harm, including ads that could be contrived to mock people for not conforming to gender stereotypes.
 - (i) The advertisement depicts or refers to indecency or obscenity or uses obscene or distasteful language.
 - (j) The advertisement contains images or messages which relate to matters of public controversy and sensitivity.
 - (k) Manufacturers or sales of tobacco and tobacco related products.
 - (l) Weapons or munitions.
 - (m) The advertisement depicts direct or immediate violence to anyone shown in the advertisement.
 - (n) The advertisement condones or provokes anti-social behaviour.

- (o) The advertisement relates to films which have not been granted permission for public exhibition or which do not show the British Board of Film Classification certificate.
- (p) The advertisement refers to or portrays (or gives the impression of portraying) a living person unless the written consent of that person is obtained and is produced to LLDC. LLDC require an indemnity against any action by that person, or on that person's behalf, before such references or portrayals will be accepted.
- (q) The advertisement contains negative references to LLDC, LLDC services, Queen Elizabeth Olympic Park and its constituent points, other venues or operators or those services provided or regulated by other members of the GLA group.
- (r) The advertisement, product or service would be considered to be in conflict with, or in competition with, the business interests of LLDC and LLDC's venues and operators.
- (s) The advertisement is likely to be defaced due to the subject matter or due to the inclusion of a high proportion of blank space.
- (t) The advertisement may adversely affect in any way the interests of the site owner, or venue operator.
- (u) The advertisement relates to a political party or parties, or a political cause, or pressure group.
- (v) The advertisement uses handwriting or illustrations that would suggest the advertisement has been damaged, defaced, fly posted or subject to graffiti, after it has been posted.
- (w) In the case of digital media, the advertisement must not pose a health and safety risk as a result of flickering or other visual imagery.
- (x) The advertisement must comply with LLDC's licence with the BOA regarding the use of the word "Olympic". LLDC will not enter into a sponsorship arrangement that may breach the terms of the brand licence with the BOA.
- (y) LLDC will also consider potential for conflict with the Park's Royal association
- (z) LLDC will also consider if advertising is contrary to any contractual obligations such as operator and grant funding agreements.
- (aa) Advertisements will be prohibited that imply a direct commercial or sponsorship relationship with the venues or Park or any of the events hosted in them, unless otherwise agreed in writing by LLDC on a case by case basis.
- (bb) Advertisements will be prohibited, postponed or suspended should LLDC or a venue operator be required to comply with 'clean venue' rules when we have a major event on. No ambush marketing will be permitted where LLDC could be conflicted.
- (cc) All adverts must comply with any statutory and planning consents as applicable.
- (dd) LLDC will not enter into an advertising arrangement that may or may be perceived to have a detrimental impact on the LLDC's ability to discharge its functions impartially or may put the LLDC's reputation at risk.

Venue Specific Requirements:

- (ee) Restrictions apply to advertisements at the London Aquatics Centre including restrictions on advertisements for alcoholic drinks or brewing and betting and gambling advertisements.
- (ff) Restrictions apply to advertisements at the ArcelorMittal Orbit including restriction on those promoting Steel production, metals or mining associated organisations or products. Lighting based products (until 31st Dec 2017, no restriction after this date) due to existing contractual arrangements.

- 3.2 All advertising must be appropriate to a family destination.
- 3.3 The above list is not exhaustive and LLDC retains the right to decline advertisements from any organisation or individual in respect of particular products or projects which it, in its sole discretion, considers inappropriate for whatever reason.
- 3.3 LLDC and QEOP logos and brand or other intellectual property owned by LLDC or LLDC's appointed operators and sponsors may only be used in accordance with any further guidelines and/or licensing system which may be in place and expressly granted by LLDC.

4. Approval or rejection of advertisements to appear on a single LLDC venue

Decision to approve or reject advertising:

- 4.1 A decision as to whether an advertisement complies with the standards required by this policy shall be the responsibility of the relevant custodian nominated by LLDC. This can also be referred to the LLDC Sponsorship and Advertising Steering Group if the decision requires more detailed consideration.
- 4.2 Prior to deciding whether an advertisement complies with the standards required by this policy, the relevant custodian may consult CAP as to whether the advertisement complies with the British Code of Advertising, Sales Promotion and Direct Marketing. The relevant custodian may, at his discretion, take any response from Committee of Advertising Practice (CAP) into account when determining whether an advertisement complies with the standards required by this policy.
- 4.3 The relevant custodian shall notify the applicant in writing as soon as is reasonably practicable following receipt of the advertisement by the custodian whether the advertisement is approved or is rejected.

Proposed rejection of advertising:

- 4.4 If the custodian considers that the advertisement does not comply with the standards required by this policy and should be rejected, the custodian:
 - (a) may propose or invite from the applicant reasonable variations to the advertisement to achieve compliance with the standards required by this policy; and/or
 - (b) may, if considered necessary, consult the Director of Communication, Marketing and Strategy and/or the Commercial Director on the proposed rejection of the advertisement.

Rejection of advertisements:

- 4.5 If the advertisement is rejected, the details of the reasons why the custodian considered that the advertisement did not comply with the standards contained in this policy will be made in writing and relevant clause/s referred to and recorded.
- 4.6 The custodian will notify all other custodians, including the LLDC Director of Visitor Services that the advertisement has been rejected and specify the reasons why the advertisement did not comply with the standards contained in this policy.

5. Decisions by the Director of Visitor Services

- 5.1 The Director of Visitor Services shall be responsible for the following decisions -

(a) Where an advertisement is submitted to appear on more than one LLDC venue and the nominated custodian cannot agree whether the advertisement complies with the standards required by this policy.

(b) Where -

(i) an advertisement has been submitted and has been rejected by the responsible custodian for the LLDC or;

(ii) the same or comparable advertisement is subsequently submitted to appear on a different location or venue and therefore does not comply with the standards required by this policy.

5.2 If the Director of Visitor Services decides that an advertisement referred to in paragraph 5.1 does not comply with the standards required by this policy, the process contained in paragraphs 4.3 to 4.6 of this policy shall apply except the reference in paragraph 4.4(b) to the Director of Visitor Services shall be deleted.

6. Approval and amendment of policy

6.1 This policy was approved by the LLDC Executive Management Team (EMT).

6.2 This policy will be subject to review within 12 months or otherwise as considered necessary by the Director of Visitor Services. Any subsequent material changes will be referred to the LLDC EMT for approval.

7. Legal Framework

7.1 LLDC has issued this policy pursuant to paragraph 1(3) of Schedule 10 to the GLA Act.

7.2 Section 404 of the GLA Act provides that when exercising its functions, the Authority, including the Mayor, have a duty to have regard to the need –

(a) 'to promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

(b) to eliminate unlawful discrimination; and

(c) to promote good relations between persons of different racial groups, religious beliefs and sexual orientation.'

7.3 The Mayor has directed LLDC under sections 154 -155 of the GLA Act that LLDC shall comply with the requirement contained in section 404 of the GLA Act in exercising its functions.

8. Formalising the advertising Arrangement

8.1 A advertising contract must be formally recorded by way of a binding agreement between LLDC, any LLDC appointed agent and the advertiser.

8.2 The binding agreement should protect LLDC's position, liabilities and reputation.

9. Reporting Advertising Arrangements

9.1 All advertising contracts will be recorded by LLDC however, commercially sensitive information will not be disclosed publicly.

10. Other Relevant Policies

SPONSORSHIP POLICY – v5.0

Document Control

Title	Sponsorship Policy
Organisation	London Legacy Development Corporation
Description	This policy applies to the London Legacy Development Corporation in relation to sponsorship of the respective services, venues, facilities, activities or events in or around the Queen Elizabeth Olympic Park. This policy will also be adopted by E20 LLP in relation to the Stadium Naming Rights. It outlines the principles that must be followed when the LLDC is contemplating entering into an arrangement for its services, facilities, or activities to be sponsored.
Author(s)	Ben Fletcher, Director of Communication, Marketing and Strategy Edward Fane, Head of Venues Peter Tudor, Director of Visitor Services, Park Operations & Venues
Date	26 March 2018
Approvals	Executive Management Team
Distribution	Executive Management Team, LLDC Staff Intranet, advertising & sponsorship agencies working on behalf of LLDC.
Protective Marking	None

Version Control

Version	Date	Amendments	Author
v1.0 (Adopted)	01.02.14	1 st version	Ben Fletcher
v2.0 (draft)	21.08.17	Update following recommendations of EMT 24.08.17 and to align with Advertising Policy.	Edward Fane
v3.0 (Adopted)	07.11.17	Update following EMT 27.09.17. Approved as appointed by EMT by Ben Fletcher, Mark Camley and Gerry Murphy on 7.11.17.	Edward Fane
V4.0 (draft)	06.11.17	Minor updates and new appendix	Lorna Gozzard/ Peter Tudor
V5.0 (Adopted)	26.03.18	EMT meeting of 07 November 2017	Peter Tudor

SPONSORSHIP POLICY

1 Purpose

- 1.1 This policy applies to the London Legacy Development Corporation (“LLDC”) in relation to sponsorship of the respective services, venues, facilities, activities or events in or around the Queen Elizabeth Olympic Park (“the Park”). This policy has been adopted by E20 LLP in relation to the Stadium Naming Rights.
- 1.2 This policy outlines the principles that must be followed when the LLDC is contemplating entering into an arrangement for its services, facilities, or activities to be sponsored.

2 Scope

- 2.1 This policy applies when LLDC is the recipient of sponsorship as opposed to when it is providing sponsorship to a third party.
- 2.2 It applies to LLDC, as well as any contractors or agents of LLDC providing services, facilities, or activities.
- 2.3 All sponsorship arrangements entered into by LLDC must be in accordance with this policy.

3 Definitions

- 3.1 The **BOA** means the British Olympic Association with whom the LLDC has entered into a brand licence allowing use of the word “Olympic” in the Park’s name and with which come a series of conditions and restrictions relating to sponsorship and association with sponsors.
- 3.2 **Clean Venue** is a requirement placed on a named venue/s or area where the commercial advertising rights have been secured exclusively for and on behalf of a major event and/or the associated organising body. In such instances the venues must be free from all advertising not sourced in conjunction with that particular major event.
- 3.3 **E20 Stadium LLP** - The Stadium at Queen Elizabeth Olympic Park is owned by E20 Stadium LLP, which is owned by LLDC and the London Borough of Newham.
- 3.4 The **GLA** means the Greater London Assembly, which the LLDC reports to.
- 3.5 **LLDC** means the London Legacy Development Corporation. LLDC is a Mayoral Development Corporation and therefore directly accountable to Londoners through the Mayor of London.
- 3.6 **LLDC’s and E20 Stadium LLP landholdings and venues** means those areas of land and facilities operated by or on behalf of LLDC on which LLDC has a right to approve sponsorship rights, including (but not limited to) –
 - (i) The London Stadium (E20 Stadium LLP)
 - (ii) Queen Elizabeth Olympic Park
 - (iii) London Aquatics Centre (see 5.11)
 - (iv) Copper Box Arena
 - (v) ArcelorMittal Orbit and Slide
 - (vi) Podium cafe
 - (vii) Timber Lodge café
 - (viii) 3 Mills Film Studios
 - (ix) LLDC Landholdings, including:
 - Rick Roberts Way
 - Pudding Mill Lane
 - Hackney Wick
- 3.7 **LVRPA** - Lee Valley Regional Park Authority
- 3.8 The **Mayor** means the Mayor of London.
- 3.9 The **Park** means Queen Elizabeth Olympic Park, Stratford, London.

- 3.10 **Sponsor** means the person or entity that is sponsoring the LLDC's service, facility or activity.
- 3.11 **Sponsorship** means a commercial arrangement whereby a Sponsor provides a cash or in-kind contribution to support a service, facility or activity of the LLDC or E20 in return for certain specified benefits.
- 3.12 **Sponsorship & Advertising Group** means one representative each from Commercial, Marketing Communications & Strategy, Park Operations and Venues, and Finance.

4 The Principles

- 4.1 The principles that must be adhered to are:
 - 4.1.1 Principle 1: The LLDC may only enter into sponsorship arrangement when it is in the best interest to do so.
 - 4.1.2 Principle 2: Sponsorship opportunities must support or further the LLDC's vision and values, objectives and priority themes.
 - 4.1.3 Principle 3: Sponsorship must represent value for money and any benefits conferred on the sponsor must be proportionate to the value of the sponsorship.
 - 4.1.4 Principle 4: The sponsorship must comply with LLDC's licence with the BOA regarding the use of the word "Olympic".

5 PRINCIPLE 1: THE LLDC OR E20 MAY ONLY ENTER INTO SPONSORSHIP ARRANGEMENTS WHEN IT IS IN ITS BEST INTEREST TO DO SO

- 5.1 LLDC should only accept sponsorship when it is in the public interest for it to do for example to help relieve the burden of the running costs of the Park through revenue from sponsorship income.
- 5.2 This rule is particularly relevant to the types of sponsors that LLDC may align itself with in the delivery of a service, facility or activity.

Appropriate Sponsors

- 5.3 All sponsorship must be appropriate to a family destination.
- 5.4 LLDC will not enter into a sponsorship arrangement that may or may be perceived to have a detrimental impact on the LLDC's ability to discharge its functions impartially or may put the LLDC's reputation at risk.
- 5.5 LLDC will not enter into a sponsorship arrangement that may breach the terms of the brand licence with the BOA.
- 5.6 LLDC will not put itself in a position where it might be said that a sponsorship has or might have or may be thought to have;
 - 5.6.1 Aligned LLDC with any organisation that conducts itself in a manner that conflicts with or undermines its values and vision, aims, objectives and priority themes;
 - 5.6.2 Aligned LLDC with any organisation that promotes messages relating to public controversy and sensitivity, and/or a controversial organisation that is likely to cause widespread or serious offence to members of the public on account of its services, products or values;
 - 5.6.3 Limited LLDC's ability to carry out its functions fully and impartially; or
 - 5.6.4 Personally benefitted individual LLDC or E20 employees, or their friends or family.
- 5.7 Organisations involved in unlawful discrimination against people with one of more protected characteristics within the terms of the Equality Act 2010;
- 5.8 The above list is not exhaustive and LLDC retains the right to decline sponsorship from any organisation or individual in respect of particular products or projects which it, in its sole discretion, considers inappropriate for whatever reason.

- 5.9 In identifying a sponsor LLDC will generally seek to consider the appropriate balance of the commercial offer, the strategic fit of the proposed sponsor and their plans for activation of the rights on offer.
- 5.10 It is essential that a potential sponsor is sufficiently vetted including gaining information about its associated businesses, other activities or interests and financial position so that a complete picture can be established and a proper assessment of the sponsor is carried out prior to any arrangements being formalised. These checks should continue during the term of the sponsorship agreement.
- 5.11 Any sponsorship arrangements for the London Aquatics Centre must honour the requirements of the Lottery Funding Agreement 2011.

6 PRINCIPLE 2: SPONSORSHIP OPPORTUNITIES MUST SUPPORT OR FURTHER LLDC'S OBJECTIVES AND PRIORITY THEMES

- 6.1 LLDC must assess a sponsorship proposal in light of the purpose for which the particular service, facility or activity to be sponsored is used or is being developed or the particular activity to be sponsored is being undertaken.
- 6.2 LLDC has very restrictive sponsorship opportunities in relation to the Park through restrictions imposed through the BOA Brand licence which have been incorporated in LLDC's sponsorship objective and must be adhered to at all times.
- 6.3 LLDC must consider potential for conflict with the Park's Royal association, or be contrary to any contractual obligations such as operator and grant funding agreements.
- 6.4 LLDC's priority themes must be taken into account when considering whether a sponsorship opportunity is appropriate.

7 PRINCIPLE 3: SPONSORSHIP MUST REPRESENT VALUE FOR MONEY AND ANY BENEFITS CONFERRED ON THE SPONSOR MUST BE PROPORTIONATE TO THE VALUE OF THE SPONSORSHIP

- 7.1 The value of the sponsorship should be assessed and researched by sponsorship experts prior to taking the property to market. The real value of what a company is prepared to pay for the sponsorship property in question will be determined by what the sponsorship market is willing to pay at that particular time.
- 7.2 In order to get the best possible sponsorship deal representing value for money for LLDC, the sponsorship opportunity must be advertised to the market in the appropriate way.
- 7.3 If a sponsorship arrangement is not advertised openly, LLDC will document the sponsorship arrangements and set out why advertising was not appropriate on that occasion.
- 7.4 Alternative funding options should also be considered if appropriate.

8 PRINCIPLE 4: THE SPONSORSHIP MUST COMPLY WITH LLDC'S BRAND LICENCE WITH THE BOA REGARDING THE USE OF THE WORD "OLYMPIC"

- 8.1 The Brand Licence and Brand Manual should be adhered to at all times when entering into a sponsorship agreement. This currently prohibits:
 - 8.1.1 Bringing sponsorship partners to the Queen Elizabeth Olympic Park (with the exception of the media partner category).
 - 8.1.2 Restricts how a sponsor is able to use the Park name and logo.

9 Approval or rejection of Sponsorships

Decision to approve or reject advertising:

- 9.1 A decision as to whether a sponsorship complies with the standards and principles required by this policy shall be the responsibility of LLDC Sponsorship and Advertising Steering Group to review and accept.

Proposed rejection of sponsorship:

- 9.2 If the LLDC Sponsorship and Advertising Steering Group considers that the sponsorship does not comply with the standards and principles required by this policy and should be rejected, however the Group:
- 9.2.1 may propose or invite from the applicant reasonable variations to the sponsorship arrangement to achieve compliance with the standards and principles required by this policy; and/or
- 9.2.2 may, if considered necessary, consult LLDC Board.

10 Approval and amendment of policy

- 10.1 This policy was approved by the LLDC Executive Management Team (EMT).
- 10.2 This policy will be subject to review within 12 months or otherwise as considered necessary by the Director of Visitor Services. Any subsequent material changes will be referred to the LLDC EMT for approval.

11 Formalising The Sponsorship Arrangement

- 11.1 A sponsorship arrangement must be formally recorded by way of a binding agreement between LLDC and the Sponsor.
- 11.2 The binding agreement should protect LLDC's position, liabilities and reputation.

12 Reporting Sponsorship Arrangements

- 12.1 All sponsorship arrangements will be recorded by LLDC however, commercially sensitive information will not be disclosed publicly.

13 Other Relevant Policies

- 13.1 LLDC will regard its policies on Advertising, Anti-Fraud, Bribery and Corruption, Equality and Inclusion, Gifts and Hospitality, Conflicts of Interest when considering entering into sponsorship arrangements.

14 Policy Owner

- 14.1 This policy is owned by the LLDC Director of Visitor Services.

15 Publication

- 15.1 This policy will be published on LLDC and the Park website and made available to any body or organisation interested in engaging in sponsorship opportunities with LLDC and E20 Stadium LLP.

APPENDIX: REPUTATIONAL RISK ANALYSIS FOR POTENTIAL PARK AND VENUE SPONSORS

This guidance note should be used by the Sponsorship and Advertising Group, as part of the due diligence process of deciding whether a Park or venue sponsor is appropriate to progress. It is not intended to be exhaustive, and other facts and information should be included within

the discussion as relevant. Preparation for the meeting will be key, to ensure that as much information as possible has been gathered in advance.

Nature of organisation

- Is the main nature of the organisation controversial or sensitive eg munitions, tobacco; one unsuitable for a family destination eg pornography; or political eg a lobbying group or political party?
 - If yes, recommend to DECLINE.
- Is part of the organisation involved in a controversial or sensitive area, one unsuitable for a family destination, or political issues?
 - If yes, further exploration is needed to identify eg proportion of business, brand relationships (eg does the controversial part work under another brand), future plans.

Brand reputation

- Has the brand in question suffered from any major reputational issues over the last 5 years?
 - If yes, further exploration is needed to see if and how this has been addressed and remedied.
- Is there anything about the brand's reputation that could prove negative for either the Royal Family, the Olympic movement, or the Mayor of London, via a sponsorship link with the Park?
 - If yes, recommended to DECLINE.

Licensing

- Does anything about the potential sponsorship arrangement breach the terms of the brand licence with the BOA?
 - If yes, recommend to DECLINE.

Corporate governance

- Does the organisation have strong standards of corporate governance, in line with recommended guidelines?
 - If no, further investigation is needed to find out more about the potential risks this presents.
- Would anything about the sponsorship arrangement place LLDC or the GLA in a position where it might be said that a sponsorship has or might have or may be thought to have limited LLDC's ability to carry out its functions fully and impartially?
 - If yes, recommend to DECLINE.
- Would the sponsorship personally benefit individual LLDC or E20 employees, or their friends or family?
 - If yes, further work is needed to understand if this is in breach with our Conflict of Interest Policy.

Synergy with LLDC's core values

- Has the organisation done or is planning to do anything which contradicts LLDC's core values and priority themes? Namely:
 - Promoting convergence and community participation
 - Do they pay the London Living Wage? Do they recognise unions? Are their community relations good? Do they pay their interns? Do they support apprenticeships? Have they ever done anything which could be construed as damaging the life chances of east Londoners?

- Championing equalities and inclusion
 - Are any of their current or past practices discriminatory? Do they recruit from a range of backgrounds? Do they have equalities and diversity policies which meet our own standards?
- Ensuring high quality design
 - Have they ever been found in breach of planning regulations? Is their product robust – eg lacking recalls or health scares?
- Ensuring environmental sustainability
 - Have they been fined or criticised for breaches of environmental regulations? Do they have environmental/ sustainability policies which meet our own standards?
- Should serious concerns be raised as part of this discussion, this should be a cause for further investigation, and may be a cause to decline.

10.1 LLDC will regard its policies on Sponsorship, Anti-Fraud, Bribery and Corruption, Equality and Inclusion, Gifts and Hospitality, Conflicts of Interest when considering entering into advertising arrangements.

11. Policy Owner

11.1 This policy is owned by the LLDC Director of Visitor Services.

12. Publication

12.1 This policy shall be published on LLDC and the Park website and shall be provided to persons proposing to submit advertising for appearance on LLDC land or within LLDC owned venues.

Appendix 5

(Partner) Aquatics Centre – Naming rights & Advertising rights opportunity

The below rights (together with all other Commercial Rights) are retained by the Client, unless agreed otherwise pursuant to the Change Control Procedure (and subject to the Client's rights to grant any or all of the Commercial Rights to a Third Party).

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Schedule 23

Critical Assets

- 1 Passenger Lifts and patient hoists
- 2 Generators
- 3 Heating system
- 4 Water supply system
- 5 UPS
- 6 Emergency lighting
- 7 Security systems including CCTV
- 8 Public address Voice Announcement system
- 9 Fire safety systems
- 10 Lighting controls
- 11 Life safety systems
- 12 HVM's
- 13 Access Control system
- 14 Pool Plant and equipment
- 15 Moveable floors

Schedule 24

Not Used

Schedule 25

Approved Sub-Contractors

SLM Community Leisure Charitable Trust (a registered society as defined in s1(1) of the Co-operative and Community Benefit Societies Act 2014 with registered number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY

SLM Food & Beverage Limited (company registration number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY

SLM Fitness & Health Limited (company registration number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY

Schedule 26

Draft Schedule of Planned Maintenance

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Schedule 27

Investment Activity

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Part 2: Committed Investments

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