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# THE LONDON LEGACY DEVELOPMENT CORPORATION (1) and ANIARA LIMITED (2)

# UNILATERAL DEED OF PLANNING OBLIGATION

THE LONDON LEGACY DEVELOPMENT CORPORATION

made pursuant to

Section 111 of the Local Government Act 1972 and Section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to the development of

land at Planning Delivery Zone 8 (PDZ8) Pudding Mill Lane,

Planning Application Ref No: 24/00263/VAR



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BY

 LONDON LEGACY DEVELOPMENT CORPORATION of 5 Endeavor Square, Stratford, London, E20 1JN in its capacity as landowner ("the Owner");

and

2. **ANIARA LTD** (company registration number 12109762) whose registered office is at ABBA Arena, 1 Pudding Mill Lane, London E15 2RU ("the Applicant");

to

3. **THE LONDON LEGACY DEVELOPMENT CORPORATION** of 5 Endeavor Square, Stratford, London, E20 1JN in its capacity as Local Planning Authority (the "LPA").

# **RECITALS**

- A. The LPA exercises the functions of the local planning authority for the Land pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- B. The Original Permission was granted on 10 September 2020 and was a temporary permission. The Owner and the Applicant entered into the Original Undertaking on 26 August 2020. The S73 Application was made to the LPA by the Applicant on 26 July 2024 to extend the Original Permission by 5 years.
- C. The Owner is the owner of the Land registered freehold with Title Absolute at the Land Registry as is more particularly set out in Schedule 1. The Applicant is the owner of a lease over part of the Land dated 1 April 2021 which it intends to extend beyond its current expiry on 14 August 2025.
- D. The LPA is minded to grant the S73 Permission subject to (inter alia) the completion of this Deed.
- E. The Parties agree that the obligations contained in this Deed meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure

Levy Regulations 2010.

F. Accordingly, the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

# **NOW THIS DEED WITNESSES** as follows:

# 1 DEFINITIONS

1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by the interpretation provisions contained in Paragraphs to the relevant Schedule.

"1990 Act"

means the Town and Country Planning Act 1990 (as amended)

"Commencement of Development"

the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance. archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and for the avoidance of doubt shall include use and Occupation of the Land pursuant to the S73 Permission following expiry of the Original Permission and "Commence Development" and "Commenced Development" shall be construed accordingly

"Deed"

means this unilateral deed of planning obligation together with all Schedules and Appendices

"Development"

means development of the Land pursuant to the S73 Permission

"Dispute"

means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Deed or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)

"Expert"

means an independent expert appointed in accordance with the provisions of Clause 17 to determine a Dispute

"Index"

means in relation to the LLDC Art/Wayfinding Production Funding Contribution the All-in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Owner/Applicant and in relation to the TfL Staffing Contribution in line with the London Living Wage or if the same shall cease to be published such alternative wages related index agreed by the LPA and the Owner/Applicant and Indexed and Indexation shall be construed accordingly

"Interest Rate"

means 4% per annum above the base lending rate of Lloyds Bank PLC from time to time applicable at the actual date of payment

"Land"

means the land against which this Deed may be enforced as detailed in Schedule 1 and shown for identification purposes only edged red on the Plan

"London Living Wage" an hourly rate of pay calculated independently and published by the Mayor of London and which at the date of this deed is £13.85 per hour

"Occupy"

means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the S73 Permission but not including occupation of the Land for site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements nor occupation by personnel engaged in construction fitting out finishing decoration decommissioning stripping out demolition or deconstruction or dismantling of that building nor occupation in relation to site and building security operations and "Occupation" "Occupier" or "Occupied" shall be construed accordingly

"Original Permission"

means the planning permission dated 10 September 2020 ref: 19/00592/FUL as amended by 20/00473/NMA, 21/00389/NMA, 22/00070/NMA, and 23/00129/NMA

"Original Undertaking"

means the unilateral undertaking entered into pursuant to section 106 of the 1990 Act by the Owner and the Applicant in favour of the LPA

"Parties"

means the Owner and the Applicant as the context so requires and "Party" means any one of them

"Plan"

means the plan annexed as Appendix 1

"S73 Application" means the planning application under Section 73 of the Town and Country Planning Act 1990 (as amended) registered with reference number 24/00263/VAR for the variation of Condition 2 of the Original Permission to extend the time limited

planning permission by 5 years

"S73 Permission" means the planning permission for the Development

to be granted pursuant to the S73 Application and

subject to conditions

"TfL" means Transport for London of 5 Endeavour Square,

4th Floor, Yellow Zone, Stratford, London, E20 1JN

"VAT" means Value Added Tax as referred to in the Value

> Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)

# 2 INTERPRETATION

- 2.1 A reference to any Clause Plan Paragraph Schedule Appendix or Recital is a reference to a Clause Plan Paragraph Schedule Appendix or Recital in (or in the case of plans attached to) this Deed
- 2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed
- 2.3 Words importing the singular include the plural and vice versa
- 2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa
- 2.5 Words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.6 Reference to any Party to this Deed shall include the successors in title to that Party

- and to any person deriving title through or under that Party
- 2.7 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individual severally
- 2.8 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- 2.9 References in this Deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order delegated legislation plans regulations permissions and directions amending re-enacting consolidating replacing or made pursuant to the same as current and in force from time to time
- 2.10 In the event of any conflict between the terms conditions and provisions of this Deed and any document attached hereto or referred to herein the terms conditions and provisions of this Deed shall prevail
- 2.11 Any words following the terms including include in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms

# 3 LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and any other enabling powers.
- 3.2 The covenants obligations restrictions and requirements imposed upon the Owner by this Deed:
  - 3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act;
  - 3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act;
  - 3.2.3 relate to the Land;
  - 3.2.4 are entered into with intent to bind the Owner's interest in the Land as set

out in Schedule 1 and each and every part thereof into whosoever hands the same may come.

#### 4 CONDITIONALITY

With the exception of this Clause 4 and Clauses 5.2 and 9 (which take effect immediately on the date of this Deed) this Deed is conditional on the grant and issue of the S73 Permission and Commencement of Development.

# 5 COVENANTS AND OBLIGATIONS OF THE OWNER AND APPLICANT

- 5.1 The Owner and the Applicant covenant with the LPA and the Applicant Covenants with the Owner to perform and observe the covenants obligations restrictions and requirements contained herein PROVIDED ALWAYS THAT the Owner shall only be liable as Owner if and to the extent that it undertakes the Development itself.
- 5.2 The Applicant agrees that it will on completion of this Deed pay the LPA's legal costs incurred in the negotiation and completion of this Deed (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Deed and VAT)

# 6 MORTGAGEE'S LIABILITY

No mortgagee chargee or receiver, as applicable from time to time shall have any liability under this Deed unless it takes possession of the Land or any part of the Land in which case the mortgagee chargee or receiver as applicable will be bound by the provisions of this Deed as a person deriving title from the Owner.

# 7 RELEASE AND EXCLUSIONS

The obligations contained in this Deed shall not be binding upon nor enforceable

# against:

- 7.1.1 any Statutory Undertaker with any existing interest in any part of the Land or acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services
- 7.1.2 any person after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to the rights of the LPA in relation to any subsisting or any antecedent breach non-performance or non-observance arising prior to parting with such interest.

#### 8 DETERMINATION OF THE S73 PERMISSION

- 8.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the S73 Permission shall be quashed revoked or otherwise withdrawn or expires prior to Commencement of Development without the consent of the Owner.
- 8.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the S73 Permission or modification variation or amendment thereof) granted after the date of this Deed.

#### 9 LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such.

# 10 SUCCESSORS IN TITLE

The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the LPA to the intent that the obligations in this deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof.

# 11 Powers of the LPA

Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the LPA under all and any legislative instrument including statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of its function as a local authority.

# 12 SEVERABILITY

If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question.

# 13 RIGHTS OF THIRD PARTIES

No terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed save for the successors in title to the Parties and in the case of the LPA the successor to its statutory functions.

# 14 WAIVER

No waiver (whether expressed or implied) by the LPA of any breach or default or delay in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the

further exercise of that or any other right or remedy.

#### 15 INDEXATION

- 15.1 Where pursuant to this Deed a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Deed.
- 15.2 All payments or financial contributions to be paid pursuant to this Deed will be increased by reference to the amount of the quarterly increase in the Index from the 22 March 2026 until the date such sums are paid and reductions shall be similarly indexed.

#### 16 INTERESTS

If any sum or amount due under this Deed has not been paid to LPA by the date it is due the Owner shall pay the LPA interest on that amount at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment.

# 17 DISPUTE RESOLUTION

- 17.1 One party may by serving notice on all the other parties (the "**Notice**") refer a dispute to an Expert for determination.
- 17.2 The Notice must specify:
  - A The nature, basis and brief description of the dispute;
  - B the clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
  - C the proposed Expert.
- 17.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where clause 17.7 provides otherwise) to nominate the Expert at their joint expense.

- 17.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 17.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 17.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 17.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- A if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the Expert;
- B if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- C if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- D in all other cases, the President of the Law Society to nominate the Expert.

# 18 JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

#### 19 DELIVERY

This Deed is delivered on the date written at the start and the provisions of this Deed shall be of no effect until this Deed has been dated.

**IN WITNESS** whereof the Owner and the Applicant have executed this Deed on the day and year first before written

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<b>EXECUTED</b> as a deed by affixing the	)	
Common Seal of LONDON LEGACY	)	
DEVELOPMENT CORPORATION	)	M / laly
in the presence of:-	)	Authorised Signatory Fig LLi)( 95 LgwDDNNG)

Executed as a deed by Aniara

Limited acting by a

Director

Signature of Director

Signature of witness

Name of witness

Address of witness

G&D Fordwych Road

London

NW2 3TH

# **SCHEDULE 1: THE LAND**

The land against which this Deed is enforceable comprises all that freehold land comprising part of the land registered at Land Registry under title number EGL533914 with title absolute subject to the matters referred to in the Charges Registers but otherwise free from encumbrances and shown for identification purposes only edged red on the Plan.

# **SCHEDULE 2: OBLIGATIONS**

# 1. Interpretation of this Schedule

Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings

"Additional Contribution"

means any additional contribution payable pursuant to paragraph 3.4 of Schedule 2

"LLDC Art/Wayfinding Production Funding Contribution" means the sum of £50,000 (fifty thousand pounds) in two equal installments for additional art/wayfinding along routes of connectivity in Pudding Mill Lane area produced and implemented in consultation with the Applicant

"One-Show Event Days"

means days on which one show takes place at the Development

"TfL Staffing Contribution"

means a contribution to be paid to the LPA (or direct to TfL at the LPAs direction in writing which if paid direct shall fully discharge the obligation) based on the number of One-Show Event Days and Two-Show Event Days in the relevant six month period and which shall be calculated on the basis of the following sums:

- £458.02 per One-Show Event Day(and £917.04 on a Bank Holiday)
- £802.41 per Two-Show Event Day(and £1,604.02 on a Bank Holiday)

(for the avoidance of doubt, subject to Indexation as set out herein, and as set out in Table 1)

# TfL Staffing Contribution Reductions

The TfL Staffing Contribution due shall in each case be subject to the following reductions:

- in respect of a One-Show Event Day where the event at the Development is attended by 70% or less of the capacity (70% of the capacity of 3000 is 2100 persons) with seven days notice to TfL of £348.80 (Indexed)
- in respect of a One-Show Event Day where the event at the Development is attended by 50% or less of the capacity (50% of the capacity of 3000 is 1500 persons) with seven days notice to TfL of £239.08 (Indexed)
- in respect of a Two-Show Event Day where both of the events at the Development are attended by 70% or less of the capacity (70% of the capacity of 3000 is 2100 persons) with seven days notice to TfL of £610.40 (Indexed)
- in respect of a Two-Show Event Day where both events at the Development is attended by 50% or less of the capacity (50% of the capacity of 3000 is 1500 persons) with seven days notice to TfL of £418.39 (Indexed)
- in respect of a Two-Show Event Day where one of the events at the Development is attended by 50% or less of the capacity (50% of the capacity of 3000 is 1500 persons) and one event at the Development is attended by more than 70% of the capacity (70% of the capacity of 3000 is 2100 persons) with seven days notice to TfL of £637.83 (Indexed)

in respect of a Two-Show Event Day where one of the events at the Development is attended by 50% or less of the capacity (50% of the capacity of 3000 is 1500 persons) and the other event at the Development is attended by 70% or less of the capacity (70% of the capacity of 3000 is 2100 persons) with seven days notice to TfL of £528.11 (Indexed)

in respect of a Two-Show Event Day where one of the

events at the Development is attended by more than 70% of the capacity and the other event at the Development is attended by 70% or less of the capacity (70% of the capacity of 3000 is 2100 persons) with seven days notice to TfL of £720.12 (Indexed)

• 50% reduction in respect of any event which coincides with another event nearby attended by more than 2100 persons (no notification requirement).

and which shall be made on the basis it will be paid to TfL by the LPA or direct to TfL if the LPA so directs in writing for the purposes of additional staffing of Pudding Mill Lane Station

"Two-Show Event Days"

means days on which two shows take place at the Development

# 2. Wayfinding Contributions

- 2.1. Not to Occupy the Development beyond 22 March 2026 unless and until 50% of the LLDC Art/Wayfinding Production Funding Contribution has been paid to the LPA.
- 2.2. Not to Occupy the Development beyond 22 March 2028 unless and until the remaining 50% of the LLDC Art/Wayfinding Production Funding Contribution has been paid to the LPA.

# 3. TfL Staffing Contributions

- 3.1. No later than six months from 22 March 2026 or six months from the date of the last report submitted to the LPA pursuant to paragraph 4.1 of Schedule 2 of the Original Undertaking, whichever is the earlier, to submit to the LPA:
  - a) details (with supporting information reasonably required by the LPA) of the number of One-Show Event Days and the number of Two-Show Event Days during the previous six-month period; and
  - b) the anticipated number of One-Show Event Days and Two-Show Event Days in the next six-month period and the corresponding TfL Staffing

# Contribution for that period

and thereafter to submit such information every six months during which the Development is Occupied.

- 3.2. Within 28 days of submitting each report to the LPA pursuant to paragraph 3.1 above to pay the relevant TfL Staffing Contribution to the LPA for onward payment to TfL (or direct to TfL at the LPAs direction in writing which if paid direct shall fully discharge the obligation) **PROVIDED ALWAYS** that in the event the actual number of One-Show Event Days and Two-Show Event Days reported under paragraph 3.1 (a) is less than the number anticipated under paragraph 3.1 (b) in the previous report, or TfL Staffing Contribution Reductions are to be applied to the sum due then credit shall given against the subsequent TfL Staffing Contribution in the next report and **FURTHER PROVIDED ALWAYS** that where the actual number of One-Show Event Days and Two-Show Event Days reported under paragraph 3.1(a) is greater than the number anticipated under paragraph 3.1(b) in the previous report then the shortfall (if there is one taking into account the TfL Staffing Contribution Reductions required to be applied) shall be paid as a further TfL Staffing Contribution.
- 3.3. No TfL Staffing Contribution is required to be paid after the cessation of Occupation of the Development and where notice is given of the anticipated cessation of Occupation of the Development then the TfL Staffing Contribution shall be reduced pro rata in relation to such anticipated cessation date provided that cessation does occur on that date and in the event that TfL Staffing Contribution Reductions are to be applied these shall be deducted from any sum due or refunded to the person that paid them.
- 3.4. Prior to the expiry of each six month period referred to in paragraph 3.1 the staffing requirement at Pudding Mill Lane station shall be reviewed in consultation with TfL in relation to One-Show Event Days and Two-Show Event Days to ascertain whether event management is such that additional staffing cost for One-Show Event Days and Two-Show Event Days arising from the Development during such period are being incurred and in the event that following such review an Additional Contribution is required (then if such event management changes are agreed by the Owner then they shall apply forthwith) or if the need for an Additional Contribution is agreed by the Owner then an

Additional Contribution shall thereafter be added to each TfL Staffing Contribution on the same basis as the Additional Contribution mutatis mutandis. In the event that an Additional Contribution is not agreed it may be referred to dispute resolution under clause 17. In the event of referral to dispute resolution under clause 17 then pending resolution of such dispute the Additional Contribution shall be calculated and paid on the basis that the Additional Contribution proposed by the LPA as part of such review until the matter is resolved with a recalculation undertaken upon resolution of such dispute with immediate payment of any shortfall and credit given for any overpayment.

# APPENDIX 1: PLAN



# **APPENDIX 2: TABLE OF TFL STAFFING CONTRIBUTIONS**

# Table 1: Summary of Pudding Mill Lane DLR station staffing & TfL Staffing Contribution

# **One-Show Event Day**

#### ABBA 100% to 70%

Shift Length	Total (Standard Rate)	Total (Bank Holiday)
4 Hrs	£458.52	£917.04
50% reduction	£229.26	£458.52

#### ABBA 70% or less

Shift Length	Total (Standard Rate)	Total (Bank Holiday)
4 Hrs	£348.80	£697.60
50% reduction	£174.40	£348.80

# ABBA 50% or less

Shift Length	Total (Standard Rate)	Total (Bank Holiday)
4 Hrs	£239.08	£478.16
50% reduction	£119.54	£239.08

# **Two-Show Event Day**

#### ABBA both shows 100% to 70%

Shift Length	Total (Standard Rate)	Total (Bank Holiday)
8hrs (7hrs Paid)	£802.41	£1,604.82
50% reduction	£401.21	£802.41

#### ABBA both shows 70% or less

Shift Length	Total (Standard Rate)	Total (Bank Holiday)
8hrs (7hrs Paid)	£610.40	£1,220.80
50% reduction	£305.20	£610.40

# ABBA both shows 50% or less

Shift Length	1,	Total (Bank Holiday)
8hrs (7hrs Paid)	£418.39	£836.78
50% reduction	£209.20	£418.39

### ABBA One over 70%, one 70% or less

Shift Length	Total (Standard Rate)	Total (Bank Holiday)
70% or less 8hrs (7hrs Paid) + 1		
ETS 4hr	£720.12	£1,440.24
50% reduction	£360.06	£720.12

# ABBA One over 70%, one 50% or less

Shift Length	Total (Standard Rate)	Total (Bank Holiday)
50% or less 8hrs (7hrs Paid) + 2		
ETS 4hr	£637.83	£1,275.66
50% reduction	£318.92	£637.83

# ABBA One 70% or less, one 50% or less

Shift Length	Total (Standard Rate)	Total (Bank Holiday)
50% or less 8hrs (7hrs Paid) + 1	1	
ETS 4hr	£528.11	£1,056.22
50% reduction	£264.06	£528.11

### Notes:

Subject to Indexation

ABBA Staffing consists of Event Team Leader (ETL) and Event Team staff (ETS)

The minimum shift is 4 hours.

On one-show event days, staffing is implemented for 4 hours.

On 2 show event days with both the same ABBA capacity, staffing is implemented for an 8-hour shift (inclusive of a 1hr unpaid break) so 7 hours paid

On 2 show days with different ABBA capacities, staffing is generated on the basis of:

the lower capacity 8-hour / 7hr paid shift PLUS relevant additional ETS paid for a 1 show 4-hour shift to cover the larger capacity event

Bank Holiday - all rates doubled as shown in table

50% reduction applied in respect of any event which coincides with another event nearby attended by more than 2100 persons