

Schedule 23
Existing Fleet

Part A Existing Fleet General Provisions

Part B Existing Fleet Maintenance Services

Appendix 1 Definition of Fit for EF Service, Fit to Remain in EF Service and Fit to EF Run

Appendix 2 Aesthetic Condition Standards

Appendix 3 EF Spares and EF Special Tools

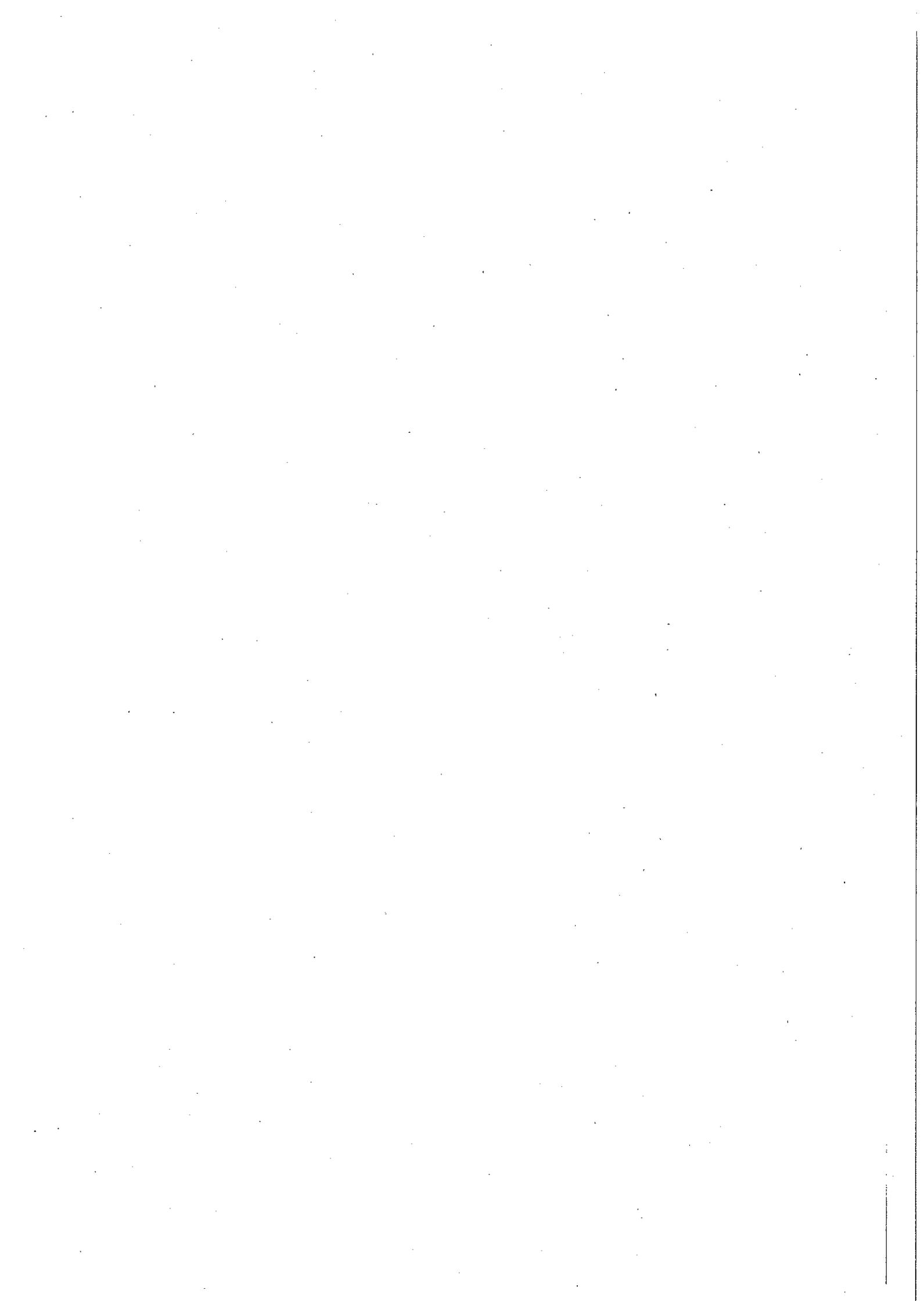
Part C Existing Fleet Payment Mechanism

Appendix 1 EF Additional Services Payments

Part D Existing Fleet Performance Regime

Appendix 1 Train Facility Failure (EF Service Defects)

Appendix 2 EF Cleaning and Aesthetic Condition Defects



Part A Existing Fleet General Provisions

1. Definitions

1.1 For the purposes of this Schedule 23, the following definitions will apply:

Additional EF Spare means an additional EF spare procured pursuant to paragraph 4.2 of this Part A;

Additional EF Special Tool means an additional EF Special Tool procured pursuant to paragraph 4.2 of this Part A;

Agreed EF Rates means those rates as set out in Appendix 1 (*EF Additional Service Payments*) to Part C (*Existing Fleet Payment Mechanism*) in relation to EF Additional Services;

Agreed EF Rectification Plan has the meaning given to such term in paragraph 3.4 of this Part A (*Existing Fleet General Provisions*);

Cleaning Activity means a cleaning activity carried out pursuant to paragraph 6 (*Exterior Cleaning*) of Part B (*Existing Fleet Maintenance Services*);

Cleaning Cost has the meaning given to such term in paragraph 2.9 of Part C (*Existing Fleet Payment Mechanism*);

Cleaning Payment or *CP* has the meaning given to such term in paragraph 2.9 of Part C (*Existing Fleet Payment Mechanism*);

Costs Payable by the Purchaser Adjustment or *CPPA* has the meaning given to such term in paragraph 1.1 of Part C (*Existing Fleet Payment Mechanism*);

EF Additional Services means the services, work and activities set out in paragraph 3 (*The EF Additional Services*) of Part B (*Existing Fleet Maintenance Services*);

EF Additional Services Date has the meaning given to such term in paragraph 2.16(d)(i) of Part C (*Existing Fleet Payment Mechanism*);

EF Additional Services Notice has the meaning given to such term in paragraph 3.1(a) of Part B (*Existing Fleet Maintenance Services*);

EF Aesthetic Exam has the meaning given to such term in paragraph 5 (*State of Repair*) of Part B (*Existing Fleet Maintenance Services*);

EF Aesthetic Exam Benchmark has the meaning given to such term in paragraph 5 of Part B (*Existing Fleet Maintenance Services*);

EF Allowable Failure means, during any applicable relevant EF Allowable Relief Period, a EF Failure, to the extent:

- (a) caused by a EF Purchaser Fault;
- (b) caused by an EF Event of Loss;

- (c) caused by the wilful misconduct of the Purchaser or a Purchaser breach of this Agreement under clause 10.7(c), paragraph 1.1 of Schedule 9 (*Maintenance Facilities – Willesden Depot*);
- (d) which arises as a result of any failure by the Purchaser to comply with the EF Train Plan Parameters including pursuant to clause 11.1(e)(i);
- (e) which arises as a result of Infrastructure Damage;
- (f) which arises as a result of any failure or shortage of traction power on the GOB Infrastructure;
- (g) which is an Infrastructure Controller Matter;
- (h) caused by Operator Error;
- (i) which arises as a result of implementation by the Maintainer of the Agreed EF Rectification Plan in accordance with its terms, pursuant to paragraph 4 (*Provision of Existing Fleet*) of this Part A (*Existing Fleet General Provisions*); or
- (j) which arises as a result of implementation by the Maintainer of the Agreed Site Rectification Plan in accordance with its terms, pursuant to paragraph 1.10 of Schedule 9 (*Maintenance Facilities – Willesden Depot*),

in each case, except to the extent caused by (i) a Force Majeure Event; (ii) a Maintainer Fault; (iii) any act, omission, neglect or default of the Maintainer, the Depot Operator, any Subcontractor, any member of the Maintainer's Group or the employees, agents, subcontractors or suppliers of the Maintainer's Group; (iv) the Maintainer's or the Depot Operator's performance or non-performance of their respective obligations under this Agreement; (v) any failure by the Maintainer to permit the movement of Units at the Willesden Depot in accordance with the EF Train Plan and the EF Train Plan Parameters or to maintain, repair or renew the assets at the Willesden Depot in accordance with this Agreement; and (vi) the failure of the Maintainer or any Subcontractor to use all reasonable endeavours to mitigate the effect of the failure;

EF Allowable Relief Period means the aggregate period for which the EF Failure becomes or is determined to be an EF Allowable Failure pursuant to Part D (*Existing Fleet Performance Regime*) and ending on the earliest to occur of: (i) the time when the EF Allowable Failure is remedied or ceases to have an impact; (ii) the taking effect of a Change Confirmation Notice relating to the impact of the EF Allowable Failure; (iii) the point at which the Maintainer fails to use all reasonable endeavours to mitigate the effect of the EF Allowable Failure; and (iv) in the case of:

- (a) an EF Purchaser Fault, the end of the EF Remedy Period as determined pursuant to paragraph 3.5 of Part B (*Existing Fleet Maintenance Services*);
- (b) an EF Event of Loss, the taking effect of the relevant Change Confirmation Notice dealing with the impact of the EF Event of Loss or the replacement of the EF Unit which was the subject of the EF Event of Loss, whichever occurs first;

- (c) wilful misconduct by the Purchaser or breach by the Purchaser of this Agreement under clause 10.7(c), paragraph 1.1 of Schedule 9 (*Maintenance Facilities – Willesden Depot*), the time at which the breach has been remedied or the impact of the wilful misconduct or breach has been taken account of in a Change Confirmation Notice or otherwise;
- (d) failure by the Purchaser to comply with the EF Train Plan Parameters, the end of the traffic day following the day on which the EF Unit was handed back other than in accordance with the EF Train Plan Parameters except that where the failure has arisen under clause 11.1(e)(i), this shall be increased to the end of the seventh day;
- (e) a EF Failure caused by Infrastructure Damage, the time at which the impact of the Infrastructure Damage has been remedied or has otherwise ceased to have effect or the impact of the Infrastructure Damage has been taken account of in a Change Confirmation Notice or otherwise;
- (f) a failure or shortage of traction power on the GOB Infrastructure, the time at which the failure or shortage of power ceases and power is restored or its impact has ceased to have effect;
- (g) an Infrastructure Controller Matter, the time at which the impact of the Infrastructure Controller Matter has ceased to have effect or the impact of the Infrastructure Controller Matter has been taken account of in a Change Confirmation Notice or otherwise; and
- (h) Operator Error, the time at which the impact of the Operator Error has ceased to have effect or the impact of the Operator Error has been taken account of in a Change Confirmation Notice or otherwise;

EF Available has the meaning given to such term in paragraph 2.1(b) of Part B (*Existing Fleet Maintenance Service*) and EF Availability shall be construed accordingly;

EF Availability Adjustment means the adjustment to the EF Service Payment for any Railway Period calculated in accordance with paragraph 2 (*EF Availability Adjustment*) of Part D (*Existing Fleet Performance Regime*) and made in accordance with paragraph 2.13 of Part C (*Existing Fleet Payment Mechanism*);

EF Cancellation means, in relation to an EF Unit which has been made Available on a EF Diagram Leg, that such EF Unit is not Fit to Remain in EF Service and references to **EF Cancelled** shall be construed accordingly;

EF Cancellation Adjustment means the adjustment to the EF Service Payment for any Railway Period calculated in accordance with paragraph 3.2 of Part D (*Existing Fleet Performance Regime*) and made in accordance with paragraph 2.13 of Part C (*Existing Fleet Payment Mechanism*);

EF Cancellation Deduction means a deduction calculated in accordance with paragraph 3.2 of Part D (*Existing Fleet Performance Regime*) that comprises part of a EF Cancellation Adjustment;

EF Cleaning and Aesthetic Condition Adjustment means the adjustment to the EF Service Payment for any Railway Period calculated in accordance with paragraph 8 of Part D (*Existing Fleet Performance Regime*) and made in accordance with paragraph 2.13 of Part C (*Existing Fleet Payment Mechanism*);

EF Cleaning and Aesthetic Condition Defect Deduction means the aggregate of all EF Cleaning and Aesthetic Condition Defect Amounts relating to the EF Cleaning and Aesthetic Condition Defects that are present on a particular EF Unit on a particular day offered for service by the Maintainer and accepted and taken into service by the Purchaser, as calculated in accordance with paragraph 8 (*EF Cleaning and Aesthetic Condition Adjustment*) of Part D (*Existing Fleet Performance Regime*) (excluding any EF Cleaning and Aesthetic Condition Defect that is an EF Allowable Failure during the EF Allowable Relief Period to which that EF Allowable Failure relates, and after application of the EF ISD in accordance with paragraph 8 of Part D (*Existing Fleet Performance Regime*);

EF Cleaning and Aesthetic Condition Defect means a cleaning or aesthetic defect on an EF Vehicle as described and listed in column 2 of Appendix 2 (*EF Cleaning and Aesthetic Condition Defect*) to Part D (*Existing Fleet Performance Regime*);

EF Cleaning and Aesthetic Condition Defect Amount means the corresponding amount per day set out in column 3 of Appendix 2 (*EF Cleaning and Aesthetic Condition Defect*) to Part D (*Existing Fleet Performance Regime*) for each EF Cleaning and Aesthetic Condition Defect set out in column 2 of Appendix 2 to Part D;

EF Data has the meaning given to such term in paragraph 9.1 of Part D (*Existing Fleet Performance Regime*);

EF Delay Adjustment means the adjustment to the EF Service Payment for any Railway Period calculated in accordance with paragraph 4 (*EF Delay Adjustment*) of Part D (*Existing Fleet Performance Regime*) and made in accordance with paragraph 2.13 of Part C (*Existing Fleet Payment Mechanism*);

EF Delay Deduction means a deduction calculated in accordance with paragraph 4.2 of Part D (*Existing Fleet Performance Regime*) that comprises part of a EF Delay Adjustment;

EF Delay Incident means a planned or unplanned incident that has given rise to EF Minutes Lateness;

EF Diagram Leg means that element of an EF Diagram that relates to a single journey between an originating point and a terminating point as identified in the EF Train Plan;

EF Diagrams means those Diagrams relating to the railway service to be operated by the Operator on the GOB infrastructure and as definitively set out in the EF Train Plan from time to time in accordance with the terms of this Agreement;

EF Equipment means the EF Spares and EF Special Tools;

EF Event of Loss means, with respect to any EF Unit:

- (a) the total loss or destruction of such EF Unit or any damage to such EF Unit rendering repair of such EF Unit impractical or uneconomic, or such EF Unit being rendered permanently unfit for its intended use;
- (b) the requisition of title, or other compulsory acquisition, requisition, expropriation or confiscation for any reason of such EF Unit by any Competent Authority, but excluding requisition for use or hire not involving requisition of title; or
- (c) the condemnation, confiscation, capture, deprivation, seizure or requisition for use or hire of such EF Unit which deprives any person permitted by this Agreement to have possession and/or use of such EF Unit of its possession and/or use for more than 180 days;

EF Exterior Heavy Clean has the meaning given to such term in paragraph 6.1 of Part B (*Existing Fleet Maintenance Services*);

EF Exterior Heavy Clean Benchmark has the meaning given to such term in paragraph 6.1 of Part B (*Existing Fleet Maintenance Services*);

EF Failure means that:

- (a) an EF Unit is Unavailable;
- (b) an EF Unit suffers an EF Cancellation;
- (c) an EF Unit suffers EF Relevant Minutes Lateness;
- (d) an EF Unit suffers an EF Major Incident;
- (e) an EF Unit suffers an EF Service Defect; or
- (f) an EF Vehicle or EF Unit suffers an EF Cleaning and Aesthetic Condition Defect;

EF Handover Condition means, in respect of the EF Units to be made available pursuant to paragraph 3.1 of this Part A (*Existing Fleet General Provisions*), that such EF Units comply with the EF Return Condition and the EF Minimum Aesthetic Condition;

EF Inspection Date has the meaning given to such term in paragraph 3.2 of this Part A (*Existing Fleet General Provisions*);

EF ISD means the in service discount relating to: (i) EF Service Defects as described in Appendix 1 (*Train Facility Failure (EF Service Defects)*) to Part D (*Existing Fleet Performance Regime*) and (ii) EF Cleaning and Aesthetic Condition Defects as described in Appendix 2 (*EF Cleaning and Aesthetic Condition Defects*) to Part D;

EF Maintenance Plan has the meaning given to such term in paragraph 5 (*EF Maintenance Plan*) of this Part A;

EF Maintenance Progress Report has the meaning given to such term in paragraph 2.11(c) of Part B (*Existing Fleet Maintenance Services*);

EF Major Incident means any planned or unplanned incident that causes EF Minutes Lateness in excess of the EF Major Incident Threshold, excluding any EF Major Incident caused by an EF Allowable Failure during the EF Allowable Relief Period to which that EF Allowable Failure relates;

EF Major Incident Adjustment means the adjustment to the EF Service Payment for any Railway Period calculated in accordance with paragraph 5 (*EF Major Incident Adjustment*) of Part D (*Existing Fleet Performance Regime*) and made in accordance with paragraph 2.13 of Part C (*Existing Fleet Payment Mechanism*);

EF Major Incident Deduction means £10,000;

EF Major Incident Threshold means 60 EF Minutes Lateness;

EF Manuals has the meaning given to such term in paragraph 2.3(b) of Part B (*Existing Fleet Maintenance Services*);

EF Minimum Aesthetic Condition has the meaning given to such term in paragraph 7 (*Minimum Aesthetic Condition*) of Part B (*Existing Fleet Maintenance Services*);

EF Minutes Lateness means, in relation to an EF Unit which has been made Available on an EF Diagram Leg, the minutes and seconds of delay that arise as a result of a planned or unplanned incident that are recorded at the Relevant Delay Recording Point for that EF Unit on that EF Diagram Leg as compared to the scheduled times at that Relevant Delay Recording Point in the Working Timetable (adjusted with the relevant timing offset where the Relevant Delay Recording Point is not exactly located at the relevant terminating point) and reported by the Network Monitoring System;

EF Modification means any change, modification or addition to any EF Unit, EF Vehicle or item of EF Equipment;

EF Overhaul Services means any overhaul performed on any EF Unit by the Maintainer in accordance with the EF Maintenance Plan and the terms of Part B (*Existing Fleet Maintenance Services*);

EF Part means any component, furnishing or equipment forming part of an EF Unit and/or EF Spare;

EF Performance Monitoring Adjustment for a Railway Period means the aggregate of all EF Performance Monitoring Deductions that have accrued, in accordance with paragraph 9.13 of Part D (*Existing Fleet Performance Regime*) in that Railway Period, and made in accordance with paragraph 2.13 of Part C (*Existing Fleet Payment Mechanism*);

EF Performance Monitoring Deduction means a deduction in an amount of the greater of:

- (a) 10 x the value of the deduction relating to the matter which the Maintainer has failed properly to monitor or report in accordance with paragraph 9.13 of Part D (*Existing Fleet Performance Regime*); and
- (b) £1,000;

EF Performance Regime means the performance regime relating to the Existing Fleet set out in Part D (*Existing Fleet Performance Regime*);

EF Performance Regime Adjustment means the adjustment calculated in accordance with paragraph 2.13(a) of Part C (*Existing Fleet Payment Mechanism*) taking into account the EF Adjustments listed in paragraphs 2.13(a)(i) to (vii) of Part C;

EF Purchaser Fault means an EF Fault which results from:

- (a) the Operator or the Purchaser:
 - (i) operating the relevant EF Unit or item of EF Equipment materially other than in accordance with the Permitted Use; or
 - (ii) maintaining the relevant EF Unit or item of EF Equipment materially other than in accordance with the EF Maintenance Plan and the EF Manuals; or
- (b) damage to an EF Unit whilst that EF Unit is not, in accordance with the terms of this Agreement, in the Maintainer's or any Subcontractor's care, custody or control; or
- (c) damage caused to an EF Unit (as proved by the Maintainer and demonstrated in written evidence from a reputable and independent third party with relevant experience) as a direct result of any Railway Infrastructure (other than any Railway Infrastructure maintained by the Maintainer) being in a condition which is worse than that to be expected of such Railway Infrastructure which is being maintained by a competent maintenance contractor having regard to:
 - (i) the standards applicable to such Railway Infrastructure (being Railway Group Standards in the case of Railway Infrastructure controlled by Network Rail); and
 - (ii) the condition of such Railway Infrastructure (to the extent that such Railway Infrastructure exists) at the date of this Agreement taking into account that the condition of certain parts of such Railway Infrastructure may not be compliant with Railway Group Standards,

in each case, where such Fault is not caused by: (A) an act, omission, neglect or default of the Maintainer, any member of the Maintainer's Group, any Subcontractor or Subcontractor of the Manufacturer or the employees or suppliers of any of them; or (B) the Maintainer's or the Manufacturer's performance, non-performance or purported performance of their respective obligations under this Agreement; or (C) any failure by the Maintainer to maintain, repair or renew the assets at the Maintenance Facilities in accordance with this Agreement and **EF Purchaser Faults** shall be construed accordingly;

EF Recovery Plan means any plan prepared by the Maintainer to deal with disruptive events which has been submitted to the Purchaser for Assurance Acceptance at least

six months prior to the Existing Fleet Commencement Date and has received Assurance Acceptance;

EF Rectification Plan has the meaning given to such term in paragraph 3.3 of this Part A (*Existing Fleet General Provisions*);

EF Relevant Delay Incident means an EF Delay Incident that has given rise to EF Relevant Minutes Lateness;

EF Relevant Minutes Lateness means in relation to an EF Unit on an EF Diagram Leg, three or more EF Minutes Lateness at the Relevant Delay Recording Point;

EF Remedy Period has the meaning given to such term in paragraph 3.5(c)(i) of Part B (*Existing Fleet Maintenance Services*);

EF Return Assets means those assets specified in the Existing Fleet Lease to be returned to the Purchaser in the relevant return location pursuant to paragraph 6 (*Return of EF Units and EF Equipment*) and in the EF Return Condition;

EF Return Condition has the meaning given to such term in paragraph 6 (*Return of EF Units and EF Equipment*) of this Part A;

EF Return Date means the date specified by the Purchaser when the EF Units and EF Equipment shall be returned in the EF Return Condition;

EF Services means the EF Standard Services and the EF Additional Services;

EF Service Defect means a service defect on an EF Unit as described and listed in column 3 of Appendix 1 (*Train Facility Failure (EF Service Defects)*) of Part D (*Existing Fleet Performance Regime*);

EF Service Defect Adjustment means the adjustment to the EF Service Payment for any Railway Period calculated in accordance with paragraph 6 (*EF Service Defect Adjustment*) of Part D (*Existing Fleet Performance Regime*) and made in accordance with paragraph 2.13 of Part C (*Existing Fleet Payment Mechanism*);

EF Service Defect Amount means the corresponding amount per day set out in column 4 of Appendix 1 (*Train Facility Failure (EF Service Defects)*) to Part D (*Existing Fleet Performance Regime*) for each EF Service Defect set out in column 3;

EF Service Defect Deduction means the aggregate of all EF Service Defect Amounts relating to the EF Service Defects that accrue on a particular EF Unit on a particular day offered for service by the Maintainer and accepted and taken into service by the Purchaser, as calculated in accordance with paragraph 6 (*EF Service Defect Adjustment*) of Part D (*Existing Fleet Performance Regime*) (excluding any EF Service Defect that is an EF Allowable Failure during the EF Allowable Relief Period to which that EF Allowable Failure relates, and after application of the EF ISD in accordance with paragraph 6.3 of Part D, subject to clause 6.3 of Part D);

EF Service Payment means the service payments to be made by the Purchaser to the Maintainer calculated in accordance with paragraph 1 (*EF Service Payments*) of Part C (*Existing Fleet Payment Mechanism*), as varied or amended from time to time

pursuant to clause 27 (*Technical Support and Spare Supply*) and Schedule 10 (*Change Procedure*);

EF Service Payment Report means the section of the EF Service Payment Report relating to the EF Services;

EF Spares means all spares of any description including fluids, consumables, parts and assemblies required in connection with the EF Units provided by the Purchaser to the Maintainer or otherwise procured in accordance with paragraph 4 (*Provision of EF Equipment*) of this Part A;

EF Special Tools means all special tools provided by the Purchaser to the Maintainer or otherwise procured in accordance with paragraph 4 (*Provision of EF Equipment*) of this Part A in relation to the EF Units, including all diagnostic software relating to all such items;

EF Standard Services means the services, work and activities set out in paragraph 2 (*The EF Standard Services*) of Part B (*Existing Fleet Maintenance Services*);

EF Train Management System means the train management system relating to the Existing Fleet;

EF Train Plan means that part of the Train Plan which relates to the LO Services using the EF Units only, as applicable on the GOB Infrastructure;

EF Train Plan Parameters means the train plan parameters relating to the Existing Fleet contained in Part B (*Train Plan Parameters*) of Schedule 1 (*Maintenance Services*);

EF Unit means a Class 172 diesel multiple unit operated by the Operator on the GOB Infrastructure;

EF Unit Failure has the meaning given to such term in paragraph 2.7(a) of Part B (*Existing Fleet Maintenance Services*);

EF Unit Failure Services has the meaning given to such term in paragraph 2.7(a) of Part B (*Existing Fleet Maintenance Services*);

EF Vehicle means each vehicle which forms part of an EF Unit;

Exam means an Exam set out in column 1 in the table set out in paragraph 2.2 of Part C (*Existing Fleet Payment Mechanism*);

Existing Fleet Lease means the operating lease agreement dated 18 January 2008 between Angel Trains Limited (as lessor) and LOROL (as lessee);

Generally Approved EF Additional Services means any EF Additional Service carried out, or to be carried out, in accordance with paragraph 3.4 of Part B (*Existing Fleet Maintenance Services*);

Infrastructure Controller Matter means any matter which is in fact attributed and finally allotted to the relevant infrastructure controller in accordance with the Network Monitoring System and the relevant Track Access Agreement;

Infrastructure Damage means damage or excessive or unusual wear and tear caused to the EF Units (as proved by the Maintainer and demonstrated in written evidence from a reputable and independent third party with relevant experience) as a direct result of any Railway Infrastructure (other than infrastructure and any Railway Infrastructure maintained by the Maintainer) being in a condition which is worse than that to be expected of such Railway Infrastructure which is being maintained by a competent maintenance contractor having regard to: (i) the standards applicable to such Railway Infrastructure (being Railway Group Standards in the case of Railway Infrastructure controlled by Network Rail); and (ii) the condition of such Railway Infrastructure (to the extent that such Railway Infrastructure exists) at the date of this Agreement, taking into account that the condition of certain parts of such Railway Infrastructure may not be compliant with Railway Group Standards;

Maintainer EF Daily Performance Record has the meaning given in paragraph 9.1 of Part D (*Existing Fleet Performance Regime*);

Maintainer EF Minutes Lateness means, in relation to an EF Unit, any EF Relevant Minutes Lateness, but excluding any EF Relevant Minutes Lateness caused by an EF Allowable Failure during the EF Allowable Relief Period to which that EF Allowable Failure relates;

Maintainer EF Performance Monitoring Report means the report to be provided by the Maintainer pursuant to paragraph 9.11 of Part D (*Existing Fleet Performance Regime*) in the form to be agreed between the Parties;

Marginal EF Unit means an additional EF Unit to be operated and fulfil EF Diagrams on any one day to be operated by the Purchaser or the Operator in addition to the EF Units provided for in the EF Train Plan;

Marginal EF Unit Payment Adjustment or **MEPA** has the meaning given to such term in paragraph 1.1 of Part C (*Existing Fleet Payment Mechanism*);

Network Code means the document now known as the Network Code and formerly known as the Railtrack Track Access Conditions 1995 (as updated from time to time);

Network Monitoring System means TRUST in relation to the Network and TRUST or a similar or equivalent network monitoring system operated by the relevant infrastructure controller;

Operator Error means the train crew (whether or not as a result of passengers) acting or failing to act in a manner which would be expected of train crew acting in a reasonable and prudent manner (such failure to act in a reasonable and prudent manner would include failure to comply with an EF Recovery Plan) except to the extent of any action or inaction which is:

- (a) the responsibility of the Maintainer or effected at the request of the Maintainer other than in accordance with the EF Recovery Plan; or
- (b) caused directly or indirectly by, or taken as a result of or following, the occurrence of a Maintainer Fault and the train crew acts in accordance with the EF Recovery Plan and the EF Manuals;

Overhauls Payment or **OP** has the meaning given to such term in paragraph 1.1 of Part C (*Existing Fleet Payment Mechanism*);

Price Per Exam means the price per relevant Exam as set out in column 2 in the table set out in paragraph 2.2 of Part C (*Existing Fleet Payment Mechanism*); and

Prioritised EF Additional Services has the meaning given to such term in paragraph 3.2(b) of Part B (*Existing Fleet Maintenance Services*);

Purchaser EF Daily Performance Record has the meaning given in paragraph 9.2 of Part D (*Existing Fleet Performance Regime*);

Railway Operational Code has the meaning given to it in Condition H1.1 of the Network Code;

Railway Period EF Deductions Cap means an aggregate maximum amount expressed in Pounds Sterling of:

- (a) in respect of the first complete Railway Period after the Existing Fleet Commencement Date, the amount of the EF Service Payment in that Railway Period;
- (b) in respect of the second complete Railway Period after the Existing Fleet Commencement Date, the average of the EF Service Payment made in that Railway Period and in the preceding Railway Period; or
- (c) in respect of each subsequent Railway Period in relation to which EF Service Payments are made, the average of the EF Services Payments made in each of the three consecutive Railway Periods of which that Railway Period is the last to occur;

Relevant Delay Recording Points means the recording points (as defined in the relevant Track Access Agreement) which monitor the timing of trains, located at or most proximate to the terminating point or station (including any early termination point or station where an EF Unit is taken out of service early or the EF Diagram Leg is terminated early) for the relevant EF Diagram Leg;

Replacement EF Unit means an EF Unit that the Maintainer offers to the Purchaser for service on any day in a Railway Period to replace any EF Unit that is Unavailable or suffers a EF Cancellation (including Operational EF Spare Units);

Request for EF Additional Services Authorisation has the meaning given to such term in paragraph 3.3 of Part B (*Existing Fleet Maintenance Services*);

Standard Exam Payment or **SEP** has the meaning given to such term in paragraph 1.1 of Part C (*Existing Fleet Payment Mechanism*);

Track Access Agreement means an agreement between the Purchaser or the Operator on the one hand and a controller of the GOB Infrastructure (or part thereof) on the other giving the Purchaser or the Operator access to operate trains on the GOB Infrastructure;

TRUST means an operational system owned by Network Rail for recording train running performance; and

Working Timetable means, in respect of a day, the timetable or timetables of train movements which in the case of the GOB Infrastructure, Network Rail is obliged to draw up pursuant to Condition D2.1.1 and D2.1.6 of the Network Code and as such is revised pursuant to Condition D3 of the Network Code and entered into the train service database by 22:00 on the day prior to that day (and taking into account the effects of any Contingency Plan as defined in, and issued in accordance with, the Railway Operational Code).

1.2 Terms not defined herein shall have the meaning given to such terms in paragraph 1.1 of the TSA.

2. Applicability of the TSA to the Existing Fleet

2.1 This Schedule 23 (*Existing Fleet*) shall apply from the Existing Fleet Commencement Date until the Existing Fleet Replacement Date, unless this Agreement is terminated earlier in accordance with its terms.

2.2 Until the Existing Fleet Replacement Date the provisions in the TSA relating to the Fleet, the Units, the Vehicles and the Services shall apply to this Schedule 23 (*Existing Fleet*) *mutatis mutandis* as if those references were to the Existing Fleet, the EF Units, the EF Vehicles and the EF Services (and the associated definitions set out in this Part A shall apply), save as varied in accordance with the terms of this Schedule 23 (*Existing Fleet*).

3. Provision of Existing Fleet and EF Equipment

3.1 On the Existing Fleet Commencement Date, the Purchaser shall, subject to the following provisions of this paragraph 2, make available the EF Units and EF Equipment in accordance with the TSA and in a condition that meets the EF Handover Condition.

3.2 Prior to the Existing Fleet Commencement Date (the *EF Inspection Date*), the Parties shall arrange a joint inspection of the EF Fleet and, where applicable, the EF Equipment at Willesden Depot to ascertain whether the EF Fleet and the EF Equipment complies with the EF Handover Condition.

3.3 If such inspection identifies that any EF Units and/or EF Equipment are not in the EF Handover Condition, and will not be in the EF Handover Condition at the Existing Fleet Commencement Date, the Maintainer shall, within 10 Working Days of the Existing Fleet Commencement Date provide to the Purchaser a proposed rectification plan (the *EF Rectification Plan*) to include:

- (a) the rectification works required to bring such EF Units and/or EF Equipment into the EF Handover Condition as soon as reasonably possible;
- (b) a timetable for such rectification works, such timetable to commence no earlier than the Existing Fleet Commencement Date; and

- (c) the reasonable costs to the Maintainer of implementation of the rectification works pursuant to paragraphs (a) and (b),

provided that the EF Rectification Plan shall, so far as practicable, best meet the Purchaser's requirements in terms of cost and minimising the effects on the EF Standard Services and the impact on the EF Train Plan and the EF Diagrams.

- 3.4 The Purchaser shall review the EF Rectification Plan and respond as soon as reasonably practicable after receipt. The Parties shall thereafter consult with a view to agreeing the EF Rectification Plan as soon as reasonably practicable thereafter. Once the Parties have agreed the EF Rectification Plan (any failure so to agree within fifteen (15) days being an Expert Dispute) (the *Agreed EF Rectification Plan*), the Maintainer shall proceed to implement the Agreed EF Rectification Plan in accordance with its terms and Clause 10.1, the Purchaser acknowledging that the provisions of Clause 10.1(k) shall not apply in respect of any affected EF Units for so long as the Maintainer implements the Agreed EF Rectification Plan in accordance with its terms and this paragraph 3.4.
- 3.5 The Purchaser shall be entitled to inspect each affected EF Unit following completion of the relevant rectification works. The agreed costs of the implementation of the Agreed EF Rectification Plan shall be reimbursed by the Purchaser to the Maintainer following confirmation by the Purchaser of satisfactory completion of the Agreed EF Rectification Plan.
- 3.6 An EF Failure that arises as a result of the implementation of the Agreed EF Rectification Plan in accordance with its terms and paragraph 3.4 shall be an EF Allowable Failure.

4. Provision of EF Equipment

- 4.1 No later than six months prior to the Existing Fleet Commencement Date, the Purchaser shall notify the Maintainer confirmation of the amount and type of each EF Spare and EF Special Tool that will be provided to the Maintainer, based upon the list of EF Equipment set out in Appendix 3 (*EF Spares and EF Special Tools*) of Part B (*EF Maintenance Services*). The Parties shall agree a procedure for the handover of such EF Spares and EF Special Tools.
- 4.2 To the extent that the amount and/or type of EF Spares and EF Special Tools notified by the Purchaser differs from that set out in Appendix 3 (*EF Spares and EF Special Tools*) of Part B (*EF Maintenance Services*), and such difference will materially impact the Maintainer's ability to perform its obligations under this Schedule 23 in accordance with the EF Maintenance Plan, then:
 - (a) the Maintainer shall notify the Purchaser within 10 Business Days of receipt of the notification by the Purchaser, the type and quantity of any Additional EF Spares and/or Additional EF Special Tools required; and
 - (b) the Purchaser shall, at its own discretion and acting reasonably, either:
 - (i) procure such Additional EF Spare and/or Additional EF Special Tool at the Purchaser's own cost; or

- (ii) require the Maintainer to review the EF Maintenance Plan and provide an alternative method of delivering the EF Services,

in each case, through the Change Procedure.

5. EF Maintenance Plan

The Maintainer shall provide to the Purchaser for Assurance Acceptance, no later than six months prior to the Existing Fleet Commencement Date, a rolling stock maintenance plan for the Existing Fleet, which shall demonstrate how the Maintainer will meet the requirements set out in this Schedule 23 and the TSA. Once such maintenance plan has been Assurance Accepted, it shall be the *EF Maintenance Plan* for the purposes of this Schedule 23 and the TSA.

6. Return of EF Units and EF Equipment

The Purchaser shall nominate an EF Return Date on which the Maintainer is required to deliver the EF Return Assets to the Purchaser or to its nominee, in accordance with the requirements set out in schedule 7 of the Existing Fleet Lease (the *EF Return Condition*) and in the event of a failure to deliver any EF Return Assets on the EF Return Date the Purchaser shall be entitled to enter the premises of the Maintainer and take possession of those EF Return Assets.

Part B Existing Fleet Maintenance Services

1. The EF Services - General Obligations

Purpose

- 1.1 (a) This Part B sets out the EF Standard Services and the EF Additional Services to be undertaken by the Maintainer in respect of the EF Units and the EF Equipment.
- (b) As described in clause 5 (*Relationship with the Operator and Representatives*) of the Agreement, the Purchaser's role and obligations in respect of the operation of the EF Units may be subcontracted and performed principally by the Operator, and therefore the Maintainer acknowledges and agrees that references in this Schedule 23 to the *Purchaser* may in operational practice (where appropriate) be interpreted as being to the *Operator* where under clause 5 the Purchaser has given notice to the Maintainer that this is the case.

EF Services

1.2 The Maintainer shall:

- (a) provide the EF Standard Services (as described in paragraph 2 (*The EF Standard Services*));
- (b) provide the EF Additional Services (as described in paragraph 3 (*The EF Additional Services*)); and
- (c) comply with the following general obligations as part of those EF Services:
- (i) the Maintainer shall be responsible (except as otherwise expressly provided in this Agreement) for all plant, goods, materials, equipment, road vehicles, support services and all labour (including supervision and management) and other resources, whether temporary or permanent in nature, required for the performance of the EF Services;
- (ii) the Maintainer shall make available to the Purchaser on a daily basis EF Units for service in accordance with the EF Diagrams set out in Schedule 2 (*Diagrams*), the EF Train Plan provided by the Purchaser in accordance with clause 11.1 from time to time and the EF Train Plan Parameters; and
- (iii) the Maintainer shall comply with its obligations under Schedule 9 (*Maintenance Facilities – Willesden Depot*), the EF Maintenance Plan, the Preparation, Presentation and Hand-Back Procedure, the In-Service Support Procedure and the Fault Notification Procedure;

Purchaser Obligations

- 1.3 The Purchaser shall comply with its obligations under clauses 10.7(c), Schedule 9 (*Maintenance Facilities – Willesden Depot*), the Preparation, Presentation and Hand-

Back Procedure, the In-Service Support Procedure and the Fault Notification Procedure.

2. The EF Standard Services

In relation to each EF Unit and each item of EF Equipment (as applicable), the Maintainer shall carry out all the EF Standard Services, in accordance with this paragraph 2.

Presentation of EF Units

- 2.1 (a) The Maintainer shall deliver each EF Unit to the Purchaser on a daily basis at the relevant Entry Time and at the relevant Entry Point in accordance with the EF Train Plan Parameters, the EF Train Plan and the Preparation, Presentation and Hand-Back Procedure. When presented for service, each EF Unit shall:
- (i) subject to Fair Wear and Tear, comply in all respects with the EF Maintenance Plan, the EF Manuals and associated procedures;
 - (ii) comply in all respects with all Applicable Laws and Standards, all Relevant Approvals, the Services Quality Management Plan and the provisions of this Agreement;
 - (iii) be Fit for EF Service;
 - (iv) be free from EF Purchaser Faults except to the extent that they are EF Allowable Failures;
 - (v) comply with the Minimum Aesthetic Condition in paragraph 7 of this Part B; and
 - (vi) be accompanied by a Hand-Over Certificate from the Maintainer relating to that EF Unit.
- (b) An EF Unit presented in accordance with paragraph 2.1(a) shall be *EF Available*.
- (c) The Maintainer shall not make the Purchaser's drivers responsible for any testing or preparation of the EF Units pursuant to complying with this paragraph 2.1.

Collection of EF Units

- 2.2 (a) The Maintainer shall take delivery of, and the Purchaser shall deliver, the EF Units in accordance with the Preparation, Presentation and Hand-Back Procedure at the relevant Exit Time and at the Exit Point.
- (b) The Purchaser shall present the Maintainer with a Hand-Back Certificate in accordance with the Preparation, Presentation and Hand-Back Procedure.
- (c) The Maintainer shall not make the Purchaser's drivers responsible for any train shut-down activities at the Exit Point taking longer than 2 minutes.

Maintenance

- 2.3 The Maintainer shall maintain each EF Unit, EF Vehicle and item of EF Equipment in accordance with:
- (a) the EF Maintenance Plan;
 - (b) the manuals for the Existing Fleet as provided by the Purchaser to the Maintainer (the *EF Manuals*) and any other associated maintenance procedures; and
 - (c) this Part B.

Repairs

- 2.4 The Maintainer shall undertake any repairs in accordance with the procedures set out in the EF Manuals and the EF Maintenance Plan for the repair of the EF Units, EF Vehicles, Parts, and items of EF Equipment. All changes to the repair procedures will be made in accordance with all Applicable Laws and Standards and be subject to the written approval of the Purchaser.

Diligence in Fault-finding

- 2.5 The Maintainer shall undertake any Fault-finding with due diligence in accordance with the procedures set out in the EF Manuals and the Fault Notification Procedure. In Fault-finding, the Maintainer will structure its activities to mitigate to the greatest extent possible the risk of a repeat Fault occurring at a later date through not being adequately detected and diagnosed at the Fault-finding stage.

Work arising

- 2.6 The Maintainer shall conduct the examinations and inspections referred to in the EF Maintenance Plan, the EF Manuals and in respect of aesthetic standards/cleanliness pursuant to paragraphs 2.1(a), 5 (*State of Repair*) and 6 (*Exterior Cleaning*) and shall undertake all work arising from and required as a result of such examinations and inspections, provided that the cost of work arising shall be determined in accordance with the provisions of paragraph 3 (*The EF Additional Services*) of this Part B to the extent that it arises as a direct result of an EF Purchaser Fault.

EF Failure

- 2.7 (a) Where any EF Unit is not Fit to Remain in EF Service and/or is not Fit to EF Run (including without limitation, as a result of a EF Purchaser Fault) (an *EF Unit Failure*), then the Maintainer shall provide all or any of the following services (*EF Unit Failure Services*) as shall be required promptly after the occurrence of any such EF Unit Failure (irrespective of any Disputes as to which Party should bear the responsibility for and should pay the costs of any such EF Unit Failure):
- (i) appropriately qualified and competent persons to attend such EF Unit and technical advice to be provided on an immediate basis to the relevant driver and other relevant Purchaser staff to promote rapid Fault-finding;

- (ii) investigation and evaluation of the causes of the relevant EF Unit Failure;
 - (iii) protection of the Purchaser's interests in respect of such EF Unit;
 - (iv) effecting the isolation of that EF Unit; and
 - (v) technical assistance in connection with the rail and non-rail transportation of EF Units where requested including technical assistance relating to the re-railing or wheel skating of a derailed or failed EF Unit and the removal of such EF Unit by coupling it to a functioning EF Unit.
- (b) The cost of providing the services referred to in paragraph 2.7(a) shall be borne by the Maintainer unless the relevant EF Unit Failure occurred as a direct result of a EF Purchaser Fault, in which case those services shall be Generally Approved EF Additional Services (or EF Additional Services where the threshold for Generally Approved EF Additional Services in paragraph 3.4(a) has been exceeded) and to the extent reasonably and properly incurred, the cost of such Generally Approved EF Additional Services or EF Additional Services (as the case may be) shall be determined by the Purchaser in accordance with paragraph 3 (*The EF Additional Services*) of this Part B and Appendix 1 (*EF Additional Services Payments*) to Part C (*Existing Fleet Payment Mechanism*).

Operator's Control Room and Maintainer Service Technician

- 2.8 (a) The Maintainer shall provide a suitably qualified and competent person (the *Maintainer Service Technician*) to be in the Operator's Control Room at all times during which the EF Units are operating in passenger service and at the times set out in paragraph 2.8(b) to deal with requests made by the Purchaser for in-service technical support and provision of the relevant EF Services.
- (b) The Maintainer Service Technician shall be on duty in the Operator's Control Room from no later than 30 minutes before the planned start of the first EF Diagram in accordance with the EF Train Plan until 15 minutes after the actual finish of the last EF Diagram.
- (c) The Maintainer shall ensure that the Maintainer Service Technician is able to fully access and utilise data from the EF Train Management System and that procedures (to be approved by the Purchaser) are adopted to encourage close working co-operation between the Purchaser and the Maintainer in delivering fast and effective remedial action and other in-service technical support and to ensure compliance with the In-Service Support Procedure.
- (d) The Maintainer Service Technician shall be a Key Post and the provisions of paragraph 4 (*Organisational Arrangements*) of Schedule 8 (*Contract Management*) shall apply.

Response times

- 2.9 The Maintainer shall attend an EF Unit in respect of which an EF Unit Failure has been reported as soon as reasonably practicable in the circumstances, and in any event will use all reasonable endeavours to comply with the following response times in respect of any EF Unit Failures reported to it:
- (a) verbal advice and assistance by telephone, radio or other means as soon as reasonably possible but within two minutes at the latest; and
 - (b) the provision of an appropriately qualified and competent person on site as soon as reasonably practicable and no longer than 60 minutes.

Information and instructions

- 2.10 The Purchaser shall comply with the reasonable instructions and reasonable requests of the Maintainer in respect of the EF Unit Failure Services referred to in paragraph 2.7 and shall procure that the Purchaser's train crew present at the location of the EF Unit Failure shall provide the Maintainer with such co-operation and assistance as the Maintainer shall reasonably require, provided that this shall be without prejudice to, and shall not in any way relieve the Maintainer of, its obligations to interrogate the EF Units and obtain information pursuant to the In-Service Support Procedure, the Fault Notification Procedure and the Preparation, Presentation and Hand-Back Procedure.

Reporting

- 2.11 (a) Notification of Fault, loss or damage to EF Units, EF Vehicles or EF Equipment
- (i) Where either Party becomes aware of any Fault or any material loss or damage sustained in respect of an EF Unit, EF Vehicle or EF Equipment (including as a result of an EF Purchaser Fault), it shall notify the other Party of the same as soon as reasonably practicable in accordance with the Fault Notification Procedure.
 - (ii) The Maintainer shall at its own cost set up, use, maintain and make accessible to the Purchaser and the Operator at all times a means to electronically record Faults and to share Fault data between the Maintainer, the Purchaser and the Operator.
- (b) Notification of safety critical issues
- (i) If the Maintainer becomes aware of any matters which are or may be safety critical in respect of an EF Unit, EF Vehicle or item of EF Equipment (including as a result of an EF Purchaser Fault), it shall notify the Purchaser via verbal report to the Operator's Control Room immediately (with all details known at the time), and then provide to the Purchaser written details of the matters then known to the Maintainer as soon as possible thereafter and in any event within 48 hours. Full written details shall be notified by the Maintainer to the

Purchaser as soon as possible thereafter and in any event within four Working Days.

- (ii) The Parties shall co-operate in respect of the provision of details of any matters which are or may be safety critical to other parties for the purpose of complying with the procedures under Railway Group Standard GE/RT 8250 "Reporting High Risk Defects" issue 2 (June 2007) (or as the same is updated or replaced from time to time) and any relevant related procedures.

(c) Progress Reports

The Maintainer shall provide reports to the Purchaser each Railway Period on its progress in connection with the provision of maintenance and related services and in satisfying each of the other requirements specified in this Schedule relating to maintenance and servicing of the EF Units, the EF Equipment and the provision of EF Units for service (the *EF Maintenance Progress Report*). The Maintainer shall ensure that the EF Maintenance Progress Report contains the following information (unless otherwise specified by the Purchaser):

- (i) an undertaking that the provision of maintenance and related services is proceeding in accordance with the requirements of this Agreement or details of the reason such an undertaking cannot be given;
- (ii) the physical status of each EF Unit and item of EF Equipment in respect of its maintenance, including outstanding jobs list;
- (iii) analysis of each EF Unit Failure and each EF Failure (including information as to the root causes of any EF Unit Failure and EF Failure and trends in the condition of the EF Units) and details of preventative/corrective action taken to address any EF Unit Failure and/or EF Failure (including timescales taken to complete such work) in addition to the information provided in the Maintainer EF Daily Performance Record provided by the Maintainer pursuant to paragraph 9.1 of Part D (*Existing Fleet Performance Regime*);
- (iv) cleaning performance pursuant to paragraph 6.1 and provision of train wash facilities pursuant to paragraph 6.2, in addition to any information to be provided pursuant to the EF Performance Regime;
- (v) internal audit performance by reference to the requirements of clauses 8.15 and 8.16 of the Agreement;
- (vi) configuration and modification reports in a form agreed by the Parties and in connection with the operation of a configuration management system to be implemented by the Maintainer (and approved by the Purchaser) so as to ensure that the state of each EF Unit is known at all times;
- (vii) interpretative analysis of material supply performance (to include unsatisfied demand, failure analysis reports from original equipment

manufacturers, statistical analysis of materials failure and recommendations for long term material stock levels);

- (viii) status of warranty claims (to include details of parts sent away for repair and their return dates);
- (ix) where applicable, details of the presence of any corrosion to the bodysHELLS, underframes and underframe equipment and the measures that the Maintainer has taken to correct it;
- (x) progress/cost/breakdown of any EF Additional Services provided in accordance with paragraph 3 (*The EF Additional Services*) of this Part B;
- (xi) commentary on any activities where the Maintainer considers that any problems may arise, including:
 - (A) the reason for the problem;
 - (B) the extent of the problem and the potential impact on the Availability and/or operation of the EF Units and/or any item of EF Equipment and the occurrence of EF Failure;
 - (C) the mitigation measures that the Maintainer has taken or proposes to undertake to reduce the impact; and
 - (D) the measures taken, and the measures proposed, to prevent recurrence of the event which caused the problem and/or similar such events in the future.
- (xii) subject to any obligations of confidentiality to which the Maintainer is subject, a section highlighting any defects, or design, maintenance or operational issues that have arisen:
 - (A) in respect of any analogous rolling stock maintained (or being maintained) by the Maintainer that the Maintainer reasonably considers may occur or otherwise affect the maintenance of the EF Units or any item of EF Equipment; or
 - (B) in respect of any related services provided (or being provided) by the Maintainer in respect of any analogous rolling stock that the Maintainer reasonably considers may occur or otherwise affect the EF Units or any item of EF Equipment; and
 - (C) any other information reasonably required by the Purchaser.

Other EF Standard Services

2.12 (a) General engineering support and advice

The Maintainer shall at all times provide the Purchaser with such professional, engineering and technical support and advice in relation to the EF Services as the Purchaser may reasonably require including: (i) enabling the Purchaser to maintain and comply with all Relevant Approvals; (ii) enabling the Purchaser to comply with the terms of the Operator's Safety Certificate; (iii) providing input to the Purchaser in relation to Fault handling; and (iv) participating in Fault handling exercises and technically validating the Purchaser training material.

(b) Technical investigations

- (i) Without prejudice to the Fault Notification Procedure, upon a reasonable request by the Purchaser to investigate any defects, Faults, incidents and accidents in relation to the EF Units, EF Vehicles or any item of EF Equipment (including arising from relevant information provided by third parties), the Maintainer shall undertake promptly (at its own cost) technical investigations in relation to such EF Units or item of EF Equipment;
- (ii) The Purchaser shall provide driver reports to the Maintainer in a timely manner and any further information that the Maintainer reasonably requests and the Purchaser is reasonably able to provide;
- (iii) The Maintainer shall give the Purchaser two Working Days' notice of any technical investigation it intends to carry out and shall allow up to two representatives of the Purchaser to attend and observe the investigation. The Maintainer shall provide written reports on the results of such investigations to the Purchaser;
- (iv) If a technical investigation reveals a Fault, the Maintainer shall take such action in respect of that Fault as is required by the terms of this Agreement.

(c) EF Maintenance Plan and EF Manuals Development

Without prejudice to the Change Procedure, the Maintainer shall:

- (i) liaise with the Purchaser to understand any concerns or problems the Purchaser has with the EF Maintenance Plan, the EF Manuals and/or the In-Service Support Procedure and progress these to ensure that they are adequately addressed;
- (ii) develop, amend and/or update and validate maintenance examinations and supporting documentation as reasonably required by the Purchaser from time to time;
- (iii) amend and/or update and validate the EF Maintenance Plan and EF Manuals to accommodate any changes to the working practices and

procedures described therein which are adopted by the Maintainer in the performance of its maintenance of the EF Units and EF Equipment;

- (iv) amend and/or update and validate the EF Maintenance Plan and EF Manuals to accommodate any changes to the working practices and procedures which result from any Modification to the EF Units, EF Vehicles or EF Equipment; and
- (v) amend, update and/or validate any manifest error or omission in the EF Maintenance Plan and/or EF Manuals.

(d) Monitoring Changes in Law

Without prejudice to the Change Procedure, the Maintainer shall monitor all Changes in Law relating to rolling stock and related equipment which may affect the Maintainer's ability to perform its obligations under this Agreement or require a Mandatory Modification and shall, promptly after becoming aware of such Change in Law, advise the Purchaser accordingly.

(e) Provision of technical services for EF Modifications

The Maintainer shall provide technical support services in respect of design EF Modifications and shall obtain the Relevant Approvals for (including from any relevant design authority) and implement EF Modifications in accordance with the Change Procedure.

(f) Purchaser access to train data

Where freely available, the Maintainer shall provide to the Purchaser unlimited, real-time access to all Train Management Systems and Fault data in respect of each EF Unit, including relevant software and training of the Purchaser's employees for the purpose of accessing and interpreting the train management and control systems and Fault data.

(g) Movement of EF Units at Maintenance Facilities

The Maintainer shall provide, or shall implement arrangements with the Operator to provide, staff who are, to the Purchaser's satisfaction, competent and legally authorised to move EF Units around and within the Willesden Depot pursuant to the need to carry out the EF Services but shall not otherwise be required to provide staff to move EF Units at the Stabling Sites. The Operator shall be entitled to move EF Units to and from the Network to and from the Entry Points and Exit Points at the Willesden Depot.

3. The EF Additional Services

The EF Additional Services

- 3.1 (a) If any EF Unit or item of EF Equipment has a EF Purchaser Fault or an EF Unit Failure has occurred as a direct result of a EF Purchaser Fault, the Maintainer shall, promptly on becoming aware of such EF Purchaser Fault or

EF Unit Failure (and in any event within two Working Days) submit a written notice (*EF Additional Services Notice*) to the Operator's Control Room and to the Purchaser notifying the Purchaser and the Operator of such services, work or activities as are necessary to rectify the EF Purchaser Fault (the *EF Additional Services*), save only in respect of Prioritised EF Additional Services implemented in accordance with paragraph 3.2.

- (b) EF Additional Services may include without limitation:
- (i) removal of graffiti;
 - (ii) replacement of internal or external deliberately damaged glass;
 - (iii) replacement of broken fixtures and fittings caused by the Purchaser, the Operator or passenger misuse or abuse; and
 - (iv) EF Unit repairs following in-service incidents other than in-service incidents caused by the Maintainer or any Subcontractor;

to the extent directly resulting from an EF Purchaser Fault in each case. Each EF Additional Services Notice shall include all relevant details of the circumstances requiring such EF Additional Services and the details of the EF Additional Services required, including the information required to be included in the Request for EF Additional Services Authorisation (as defined in paragraph 3.3).

General Requirements

- 3.2 (a) Subject to paragraph (b), the Maintainer shall use all reasonable endeavours to work with the Purchaser in order to establish a solution to each EF Purchaser Fault which, so far as practicable, best meets the Purchaser's requirements in terms of cost and minimising the effects on the EF Standard Services and the impact on the EF Train Plan and the EF Diagrams.
- (b) Without prejudice to the generality of paragraph 3.2(a), the Maintainer shall, if specifically requested by the Purchaser, prioritise (over the carrying out of EF Standard Services or other EF Additional Services) the implementation of particular EF Additional Services in respect of which the existence of the relevant EF Purchaser Fault or EF Unit Failure is notified to the Maintainer by an authorised agent of the Purchaser in writing (*Prioritised EF Additional Services*). If the Purchaser makes such a notification to the Maintainer and informs the Maintainer that it is considering requiring the prioritisation of such EF Additional Services, the Parties shall immediately discuss in good faith the relevant information in respect of such EF Additional Services as set out in paragraph 3.5 of this Part B, on the basis that the implementation of such EF Additional Services are prioritised. If, following such discussion, the Purchaser specifically requests the Maintainer to prioritise the implementation of the Prioritised EF Additional Services, the Maintainer shall do so, and any EF Failure which the Purchaser agrees (acting reasonably) arises as a direct result of such implementation of the Prioritised EF Additional Services shall be an EF Allowable Failure pursuant to and on the terms of the EF Performance Regime, provided that the Maintainer

confirms the outcome of the discussion of the relevant information in respect of the Prioritised EF Additional Services in writing within two Working Days of the carrying out of the Prioritised EF Additional Services.

Request for EF Additional Services Authorisation

3.3 Each time the Maintainer sends an EF Additional Services Notice in respect of EF Additional Services other than Generally Approved EF Additional Services, the Maintainer shall, at the same time, submit a written request (each a *Request for EF Additional Services Authorisation*) to the Purchaser requesting authority from the Purchaser to undertake the relevant EF Additional Services and containing the information set out in paragraph 3.5.

Generally Approved EF Additional Services

3.4 (a) Subject to the Maintainer (acting reasonably) being satisfied that the relevant EF Additional Service is a Generally Approved EF Additional Service, the Maintainer shall as soon as reasonably practicable commence and diligently carry out and complete (without specific approval from the Purchaser) any EF Additional Services, the cost (labour and materials) of which, calculated in accordance with the Agreed EF Rates as set out in Appendix 1 (*EF Additional Services Payments*) to Part C (*Existing Fleet Payment Mechanism*), is less than £5,000, provided that:

- (i) the aggregate cost of all EF Additional Services carried out by the Maintainer under this paragraph 3.4(a) shall not exceed £20,000 per Railway Period or such other amount as may be agreed between the Parties from time to time, it being acknowledged that the Purchaser may from time to time revise or reduce such amount upwards or downwards (including a reduction to nil) or further specify or restrict the nature of the work which may constitute Generally Approved EF Additional Services if it so chooses (acting in its absolute discretion) having provided ten Working Days' written notice of the date from which such change shall take effect;
- (ii) the carrying out of that EF Additional Service will not result in the Maintainer (in its reasonable opinion) applying for any relief under this Agreement; and
- (iii) it is feasible to carry out the EF Additional Service in accordance with the EF Train Plan Parameters.

(b) Where the Maintainer carries out a Generally Approved EF Additional Service, it shall as soon as reasonably practicable and in any event within two Working Days of the date the Maintainer commences such work, advise the Purchaser of all relevant information required in respect of EF Additional Services as set out in paragraph 3.5.

Information from Maintainer: EF Additional Services

3.5 Each Request for EF Additional Services Authorisation shall detail, without limitation:

- (a) the identity and location of the affected EF Unit, EF Vehicle, or item of EF Equipment;
- (b) the nature and extent of the requirement for the relevant EF Additional Service;
- (c) the Maintainer's reasonable proposals for carrying out the relevant EF Additional Service required, including as appropriate:
 - (i) the period of time to undertake the relevant EF Additional Service (from the time the proposal is approved by the Purchaser) and for the EF Unit or item of EF Equipment to become Fault Free (the *EF Remedy Period*). In proposing the duration of the EF Remedy Period for the relevant EF Additional Service the Maintainer shall:
 - (A) take into consideration the Maintainer's obligations pursuant to paragraph 3.2(a) (or, if applicable paragraph 3.2(b));
 - (B) propose such reasonable EF Remedy Period for carrying out the relevant EF Additional Service: (aa) as would be expected of a professional maintainer of trains taking into account all relevant factors (including the availability of staff, the capacity of the relevant maintenance facilities available to the Maintainer, the workload of the Maintainer and the availability of materials); and (bb) is consistent with the principle of prioritising the undertaking of the EF Additional Services amongst the different items so as to maximise, on a daily basis, the EF Availability of the EF Units;
 - (ii) any EF Parts to be replaced or refurbished;
 - (iii) any effects on the EF Spares which are held, or which it will be necessary or desirable to hold, following the completion of the relevant EF Additional Service and whether any Additional EF Spares will be used;
 - (iv) any effects on the EF Standard Services, the EF Train Plan or the EF Diagrams and the extent to which the relevant EF Additional Services may result in the Maintainer (acting reasonably) claiming any relief;
 - (v) the cost of the relevant EF Additional Service, calculated in accordance with the Agreed EF Rates, but recognising that where it is not possible to identify a fixed cost the Maintainer will provide its best estimate of the costs and its proposed basis for calculating the actual cost;
 - (vi) the time when the affected EF Unit, EF Vehicle or item of EF Equipment would be rendered Fault Free and capable of being made available to the Purchaser/Operator (if any amendment is required to the then current EF Diagrams or EF Train Plan);

- (vii) any restrictions or limitations which may apply to the affected EF Unit, EF Vehicle or item of EF Equipment pending carrying out the relevant EF Additional Service;
- (viii) any additional track or other access requirements or safety requirements necessary to facilitate the carrying out of the relevant EF Additional Service;
- (ix) the level of labour resources required to carry out the relevant EF Additional Service; and
- (x) the location where the EF Additional Service will be carried out.

Any damage to or Fault arising in any EF Unit, EF Vehicle or item of EF Equipment not notified to the Purchaser within the time period specified in paragraph 3.4(b) shall be presumed conclusively to be outside the scope of EF Additional Services and not an Operator Fault.

Approval of the EF Additional Services

- 3.6 (a) If the Purchaser approves a Request for EF Additional Services Authorisation, the Purchaser shall so notify the Maintainer and on receipt of such notification the Maintainer shall, as soon as reasonably practicable, commence and diligently carry out and complete that EF Additional Service in accordance with the approved Request for EF Additional Services Authorisation.
- (b) If the Purchaser does not approve a Request for EF Additional Services Authorisation, then it shall so notify the Maintainer in writing. In such circumstances, the Purchaser may direct the Maintainer to present the EF Unit for service at the Entry Point at the next Entry Time notwithstanding the condition that gave rise to the delivery of the relevant EF Additional Services Notice, and in such circumstances the Maintainer shall not be liable for any Adjustment pursuant to the EF Performance Regime in respect of such EF Unit whilst the EF Allowable Relief Period continues in accordance with the EF Performance Regime.

Costs

- 3.7 All EF Additional Services shall be performed at the cost and expense of the Purchaser and determined in accordance with Part C (*Existing Fleet Payment Mechanism*).

Disputes

- 3.8 If a Dispute arises as to whether any services, work or activities are an EF Standard Service, an EF Additional Service or a Generally Approved EF Additional Service, the Maintainer shall carry out the relevant work without delay if requested to do so by the Purchaser and the aggregate cost of the relevant services, work or activities is £10,000 or less. Any such Disputes and any other Disputes relating to EF Additional Services shall be dealt with as an Expert Dispute for resolution in accordance with the Dispute Resolution Procedure.

4. Co-Operation and Liaison

Co-operation between Parties

- 4.1 The Parties shall co-operate in order to ensure that each Party is able to comply with the terms of this Agreement and the Maintainer also undertakes to cooperate with the Operator so as to facilitate in the most efficient manner possible the carrying out by each of the Parties of its obligations under this Agreement.

Daily liaison

- 4.2 The Maintainer shall liaise on a daily basis with the Purchaser and the Operator in relation to the Maintainer's requirements for scheduled and unscheduled maintenance of the EF Units.

5. State of Repair

The Maintainer shall carry out an examination (*EF Aesthetic Exam*) on each EF Vehicle at least once every 20-30 Working Days. When assessed at that time in accordance with paragraphs 2.2 and 3.1 in Appendix 2 (*EF Aesthetic Condition Standards*) to this Part B the EF Vehicle shall score eight or more (*EF Aesthetic Exam Benchmark*).

6. Exterior Cleaning

Heavy Clean

- 6.1 The Maintainer shall carry out a heavy clean of the exterior of each EF Vehicle in accordance with the EF Manuals at least once every 20-30 Working Days (*EF Exterior Heavy Clean*). The Maintainer shall assess the cleanliness at that time in accordance with paragraphs 2.1(a) to 2.1(d) in Appendix 2 (*EF Aesthetic Condition Standards*) to this Part B, and each EF Vehicle shall achieve:

- (a) a score of eight or more in paragraph 2.1(a);
- (b) a score of eight or more in paragraph 2.1(b);
- (c) a score of eight or more in paragraph 2.1(c); and
- (d) a score of eight or more in paragraph 2.1(d),

together the *EF Exterior Heavy Clean Benchmark*.

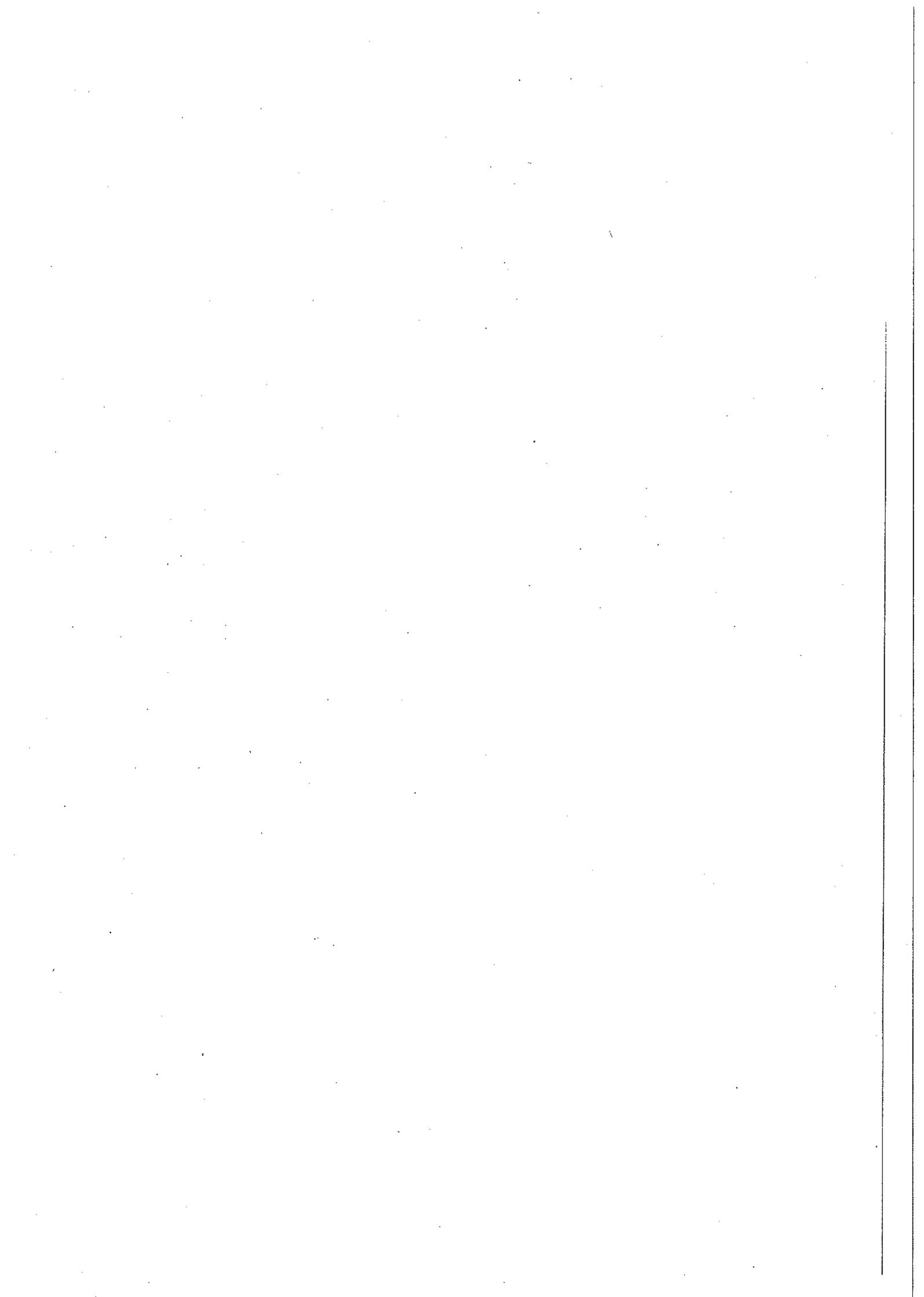
48-hour Train Wash

- 6.2 The Maintainer shall procure that the Operator has access to suitable and functioning carriage wash facilities at the Willesden Depot in order to allow the Operator to fulfil its obligations to clean vehicles under its concession agreement with the Purchaser.

7. Minimum Aesthetic Condition

EF Minimum Aesthetic Condition means, for any EF Unit, that each EF Vehicle, when assessed against and in accordance with Appendix 2 (*EF Aesthetic Condition Standards*) to this Part B scores at least the minimum scores as set out below:

Appendix 2 paragraph	Appendix 2 attribute	Appendix 2 scoring Table	Minimum score
2.2	external state of repair		
2.2(a)	scratched graffiti	1.2.1	6
2.2(b)	non scratched graffiti	1.2.2	6
2.2(c)	colour and gloss level	1.2.3	5
2.2(d)	corrosion, chips and scratches	1.2.4	6
3.1	internal state of repair		
3.1(a)	scratched graffiti	2.2.1	6
3.1(b)	non scratched graffiti	2.2.2	6
3.1(c)	colour and gloss level	2.2.3	7
3.1(d)	corrosion, chips and scratches	2.2.4	6
3.1(e)	floor coverings	2.2.5	5
3.1(f)	labelling	2.2.6	6
3.1(g)	armrests	2.2.7	6
3.1(h)	handrails	2.2.8	8
3.1(i)	seats	2.2.9	6



**Appendix 1 to Part B
Definitions of Fit for EF Service, Fit to Remain in EF Service and Fit to EF Run**

Class 172 Rolling Stock – Minimum Operating Requirements

The Units shall meet all standards mandated by the Rule Book (GE/RT8000) and in addition the specific provisions of the table below.

For the purpose of this Appendix 1:

WA means “with customer approval”

RAFOP means “remove at first opportunity”

TED means “to end of day”

	Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
	Air Supply			
1	Both compressors failed	(1) NO (2) NO	NO	NO
2	One compressor failed	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES - WA
3	Compressor running continuously	(1) NO (2) YES - RAFOP	YES - RAFOP	YES - WA

Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
4 Air pressure lower than normal, within operational limits, systems operational (i.e. minor leak or defective gauge)	(1) NO (2) NO	NO	YES - WA
5 Major air leak and system cannot maintain minimum pressure	(1) NO (2) NO	NO	NO
Cab Interior, Equipment & Controls			
6 Broken 'tell tales' or seals on safety critical circuit switches or circuit breakers	(1) NO (2) NO	YES - WA	YES - WA
7 Emergency equipment missing or damaged	(1) NO (2) NO	NO	YES - WA

Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
8 Driving controls and ancillary equipment missing or damaged or not adequately illuminated	(1) NO (2) NO	NO	YES - WA
9a Drivers cab instrument illumination degraded however vital gauges can still be read	(1) NO (2) NO	YES - WA - RAFOP	YES - WA
9b Drivers cab instrument illumination defective	(1) NO (2) NO	NO	YES - WA
10 Train borne doorway CCTV camera or in-cab display not operational for driver only operation	(1) NO (2) NO	NO	YES
11 EF Train Management System display screen (TMS) defective (HMI screen defective)	(1) NO (2) YES - WA - TED	YES - WA - TED	YES

Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
12a Windscreen wiper (driver's side) defective however weather conditions and cleanliness sufficiently clear so as not to present a risk	(1) NO (2) NO	YES - WA - RAFOP	YES - WA
12b Windscreen wiper (driver's side) defective and driver considers sight lines compromised	(1) NO (2) NO	NO	YES - WA
13 Windscreen wiper (trainers side) defective	(1) YES - WA (2) YES - WA	YES - WA	YES
14 Evidence of water ingress in cab - water coming from HVAC vents due to blocked drains etc - not from condensation	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES - WA

	Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
15	Driver's side sun blind defective - ripped, torn or missing	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES - WA
16	Driver's seat does not adjust within full range of movement	(1) NO (2) NO	YES - RAFOP	YES - WA
17	Trainer's seat defective	(1) YES - WA (2) YES - WA	YES - WA	YES
18	HVAC - CAB No heating or cooling available.	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES
19	HVAC - cab noise level significantly higher than normally expected	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES
20	HVAC - fan supplied fresh air ventilation defective	(1) NO (2) NO	NO	YES

	Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
	Communication systems			
21	Pre-recorded announcements not available.	(1) YES - WA - TED (2) YES - WA - TED	YES - WA - TED	YES
22	Saloon or external displays defective	(1) YES - WA - TED (2) YES - WA - TED	YES - WA - TED	YES
	Doors			
23	Cab to saloon door damaged, unable to close, open or lock	(1) NO (2) NO	NO	YES - WA
24	Gangway doors – broken glass / failed and unable to be locked out of use	(1) NO (2) NO	NO	YES
25	Gangway doors – failed but locked out of use	(1) NO (2) NO	YES - WA - RAFOP	YES
26	Body side indicator light (BIL) defective	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES

Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
27 A door at the leading end of the first passenger-carrying vehicle or a door at the trailing end of the last passenger carrying vehicle is defective	(1) NO (2) NO	NO	YES - WA
28 Two adjacent doors locked out of use on the same coach	(1) NO (2) NO	NO	YES - WA
HVAC - Saloon			
29 HVAC - saloon heating and/or cooling capacity degraded	(1) YES - WA - TED (2) YES - WA - TED	YES - WA - TED	YES
30 HVAC unit noise level in the saloon significantly louder than normally expected	(1) YES - WA - TED (2) YES - WA - TED	YES - WA - TED	YES

Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
31 HVAC fresh air ventilation defective in a single vehicle	(1) NO (2) YES - WA	YES - WA	YES
Lighting - Interior			
32 All cab lighting (not instrument lamps) defective	(1) NO (2) NO	YES - WA - RAFOP	YES - WA
33 More than 3 saloon (non battery fed) lighting tubes defective or more than 3 (battery fed) lighting tubes defective in that saloon	(1) NO (2) NO	YES - WA - TED	YES
34 Broken glass in the saloon interior	(1) NO (2) NO	NO	YES
Saloon Interior			
35 Seat damaged - risk of cutting, abrasion or trapping	(1) NO (2) NO	NO	YES

	Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
36	Equipment cubicle cannot be locked	(1) NO (2) NO	NO	YES
37	Floor damaged - trip hazard	(1) NO (2) NO	NO	YES
38	Saloon CCTV single camera defective in a vehicle	(1) YES - WA (2) YES - WA - TED	YES - WA - TED	YES
39	Two or more saloon CCTV cameras defective in a vehicle	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES
40	Saloon grab rails/handles damaged - risk of cutting abrasion or trapping	(1) NO (2) NO	NO	YES
41	Evidence of water leaks from saloon HVAC vents in saloon environment	(1) NO (2) YES - WA	YES - WA	YES

Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be fit to EF Run?
42 Cover missing from emergency device (e.g. door egress handle/passenger alarm unit)	(1) NO (2) YES - WA - TED	YES - WA - TED	YES
43 Broken windows in saloon outer	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES - WA
44 Broken windows in saloon inner	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES
Traction pack & Auxiliary Supply			
45 Traction pack failure - loss of one traction pack	(1) NO (2) NO	YES -RAFOP	YES
46 Auxiliary power supply output defective, loss of one auxiliary converter	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES
Underframe & Bogie			
47 Auto coupler (no electrical coupling)	(1) NO (2) YES - WA	YES - WA	YES

Fault Exhibited in Part	Does the EF Unit meet the standard required for it to be Fit for EF Service entering service: (1) from a Maintenance Facility; (2) from a location that is not a Maintenance Facility?	Does the EF Unit meet the standard required for it to be Fit to Remain in EF Service?	Does the EF Unit meet the standard required for it to be Fit to EF Run?
48 Wheel flats - severe	(1) NO (2) NO	NO	YES - WA
49 Wheel flats - serious (excessive noise or vibration)	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES - WA
50 Wheel flats (slight)	(1) YES - WA (2) YES - WA	YES - WA	YES
51 Primary suspension unit defective - Chevron has degraded beyond allowable limits defined in maintenance manuals	(1) NO (2) NO	NO	YES - WA
52 Secondary suspension air bag defective	(1) NO (2) YES - WA - RAFOP	YES - WA - RAFOP	YES - WA
53 Equipment case covers missing	(1) NO (2) NO	NO	YES - WA

Appendix 2 to Part B
EF Aesthetic Condition Standards

1. Definitions

In this Appendix 2 the following words and expressions shall have the following meanings:

Extensive means the area of coverage of the aesthetic defect is greater than 33 per cent. but less than 66 per cent. of the area being assessed;

Extremely means the area of coverage of the aesthetic defect is equal to or greater than 66 per cent. of the area being assessed;

Graffiti means painted, written, sprayed or scratched graffiti and/or stickers; and

Spotlessly Clean means the area being assessed has no evidence of dirt or streaking caused by poor rinsing and the finish is not dulled.

2. External Condition

2.1 External Cleanliness of an EF Unit

(a) **Bodysides: Assessment Procedure**

Assess the bodysides of each EF Vehicle as follows:

- (i) identify the condition of the exterior of the bodysides of the EF Vehicle including but not limited to the windows of the EF Vehicle;
- (ii) do not include Graffiti and other damage not covered by Table 1.1.1; and
- (iii) score the EF Vehicle in accordance with Table 1.1.1.

Table 1.1.1: Bodysides Scoring Matrix

Condition	Score
(a) Spotlessly Clean	10
<i>Condition falls between (a) and (b)</i>	9
(b) Very clean appearance, i.e. no dirt noticeable but "dull" not shiny	8
<i>Condition falls between (b) and (c)</i>	7
(c) Generally clean, i.e. some minor marks, dust, dirt or "streaking"	6
<i>Condition fall between (c) and (d)</i>	5
(d) Many dirty marks	4
<i>Condition falls between (d) and (e)</i>	3
(e) Extensive dirt, including door steps or door controls having inadequate contrast with their surroundings, or visibility of platform signs through windows reduced	2
<i>Condition falls between (e) and (f)</i>	1

(f) Extremely dirty with risk of soiling upon contact or any stain caused by striking of birds, animals or humans or by lubricants, or visibility through windows very poor	0
---	---

(b) Driving End: Assessment Procedure

Assess the driving end of each EF Vehicle as follows:

- (i) identify the condition of the exterior of the driving end of the EF Vehicle including but not limited to the windows of the EF Vehicle;
- (ii) do not include Graffiti and other damage not covered by Table 1.1.2; and
- (iii) score the EF Vehicle in accordance with Table 1.1.2.

Table 1.1.2: Driving End Scoring Matrix

Condition	Score
(a) Spotlessly Clean	10
<i>Condition falls between (a) and (b)</i>	9
(b) Very clean appearance, i.e. no dirt noticeable but “dull” not shiny	8
<i>Condition falls between (b) and (c)</i>	7
(c) Generally clean, i.e. some minor marks, dust, dirt or “streaking” or “flystrike”	6
<i>Condition fall between (c) and (d)</i>	5
(d) Many dirty marks or areas of “flystrike” but visibility through cab windcreens unaffected and visibility of the EF Unit from the front (afforded by areas painted “warning yellow”, if used, and lights) not affected.	4
<i>Condition falls between (d) and (e)</i>	3
(e) Extensive dirt or Extensive “flystrike” or any stain caused by the train striking birds	2
<i>Condition falls between (e) and (f) or (g)</i>	1
(f) Extremely dirty with risk of soiling upon contact or any stain caused by the striking of animals or humans or by lubricants	0
(g) Dirt or detritus on windscreen (affecting visibility through cab windcreens), or areas painted “warning yellow” (if used) or lights (affecting visibility of the EF Unit from the front).	0

(c) Intermediate Bodyend: Assessment Procedure

Assess the intermediate bodyend of each EF Vehicle as follows:

- (i) identify the condition of the exterior of the intermediate bodyend of the EF Vehicle including the flexible gangway between the EF Vehicles;
- (ii) do not include Graffiti and other damage not covered by Table 1.1.3; and
- (iii) score the EF Vehicle in accordance with Table 1.1.3.

Table 1.1.3: Intermediate Bodyend Scoring Matrix

Condition	Score
(a) Spotlessly Clean	10
<i>Condition falls between (a) and (b)</i>	9
(b) Very clean appearance, i.e. no dirt noticeable but "dull" not shiny	8
<i>Condition falls between (b) and (c)</i>	7
(c) Generally clean, i.e. some minor marks, dust, dirt or "streaking"	6
<i>Condition fall between (c) and (d)</i>	5
(d) Many dirty marks	4
<i>Condition falls between (d) and (e)</i>	3
(e) Extensive dirt	2
<i>Condition falls between (e) and (f)</i>	1
(f) Extremely dirty with risk of soiling upon contact	0

- (d) Underframe: Assessment Procedure

Assess the underframe of each EF Vehicle as follows:

- (i) identify the condition of the underframe of the EF Vehicle;
- (ii) do not include Graffiti and other damage not covered by Table 1.1.4; and
- (iii) score the EF Vehicle in accordance with Table 1.1.4.

Table 1.1.4: Underframe Scoring Matrix

Condition	Score
(a) Light patina of dirt and no Graffiti removal staining (staining from Graffiti removal chemicals washed off liveried areas of EF Vehicle)	10
<i>Condition falls between (a) and (b)</i>	8
(b) Some Graffiti removal staining or Extensive dirt	4
<i>Condition falls between (b) and (c)</i>	3
(c) Debris from the train striking a bird or Extensive Graffiti removal staining	2

<i>Condition fall between (c) and (d)</i>	1
(d) Extremely dirty or heavily stained by Graffiti removal or any human or animal debris	0

2.2 External State of Repair

(a) External level of Scratched Graffiti: Assessment Procedure

Assess the external level of scratched Graffiti on each EF Vehicle as follows:

- (i) identify all scratched Graffiti but not other (painted) Graffiti on the exterior of the EF Vehicle, wherever it is on the exterior of the EF Vehicle including but not limited to any windows, glass panels, paintwork and decals; and
- (ii) score the EF Vehicle as follows:
 - (A) if any offensive or derogatory Graffiti or any damaged logo or branding to the extent that it is unrecognisable has been identified under paragraph 2.2(a)(i), score the EF Vehicle in accordance with Table 1.2.1(a); or
 - (B) if no offensive or derogatory Graffiti or damaged logo or branding to the extent that it is unrecognisable has been identified under paragraph 2.2(a)(i) find the worst area (1 square metre) of the EF Vehicle affected by Graffiti which has been identified under that paragraph (if any). Estimate how many A5 areas are needed to cover up all the Graffiti so identified (if any) and score the EF Vehicle in accordance with Table 1.2.1.

Table 1.2.1: External Level of Scratched Graffiti Scoring Matrix

Condition	Score
(a) No scratched Graffiti whatsoever	10
<i>Condition falls between (a) and (b)</i>	9
(b) One area of scratched Graffiti of up to 4 inches (i.e. equal to two travelcards)	8
<i>Condition falls between (b) and (c)</i>	7
(c) 2 A5 size areas to cover all the scratched Graffiti on the worst area of the EF Vehicle	6
<i>Condition fall between (c) and (d)</i>	5
(d) 4 A5 size areas to cover all the scratched Graffiti on the worst area of the EF Vehicle	4
<i>Condition falls between (d) and (e)</i>	3
(e) 8 A5 size areas to cover all the scratched Graffiti on the worst area of the EF Vehicle	2
<i>Condition falls between (e) and (f)</i>	1

(f)	12 or more A5 size areas to cover all the scratched Graffiti on the worst area of the EF Vehicle	0
(g)	Any offensive or derogatory Graffiti regardless of size of area	0
(h)	Any logo or branding damaged to the extent it is unrecognisable (regardless of size of area)	0

(b) External Level of Other (non-scratched) Graffiti: Assessment Procedure

Assess the external level of non-scratched Graffiti on each EF Vehicle as follows:

- (i) identify all Graffiti which is not scratched Graffiti, including but not limited to any painted, written or sprayed Graffiti, stickers, marks where Graffiti has been, wherever it is on the exterior of the EF Vehicle including but not limited to any windows, glass panels, paintwork, decals and inter-EF Vehicle gangways; and
- (ii) score the EF Vehicle as follows:
 - (A) if any offensive or derogatory Graffiti or any damaged logo branding to the extent that it is unrecognisable has been identified under paragraph 2.2(b)(i), score the EF Vehicle in accordance with Table 1.2.2; or
 - (B) if no offensive or derogatory Graffiti or damaged logo or branding to the extent that it is unrecognisable has been identified under paragraph 2.2(b)(i), find the worst area (one square metre) of the EF Vehicle affected by Graffiti which has been identified under that paragraph (if any). Estimate how many A5 areas are needed to cover up all the Graffiti so identified (if any) and score the EF Vehicle in accordance with Table 1.2.2.

Table 1.2.2: External Level of Other (non-scratched) Graffiti Scoring Matrix

	Condition	Score
(a)	No sprayed, painted or written Graffiti whatsoever (no marks)	10
	<i>Condition falls between (a) and (b)</i>	9
(b)	No Graffiti but there are marks where previously present in the worst area of the EF Vehicle	8
	<i>Condition falls between (b) and (c)</i>	7
(c)	2 A5 size areas to cover all the non-scratched Graffiti on the worst area of the EF Vehicle	6
	<i>Condition fall between (c) and (d)</i>	5
(d)	4 A5 size areas to cover all the non-scratched Graffiti	4

	on the worst area of the EF Vehicle	
	<i>Condition falls between (d) and (e)</i>	3
(e)	8 A5 size areas to cover all the non-scratched Graffiti on the worst area of the EF Vehicle	2
	<i>Condition falls between (e) and (f)</i>	1
(f)	12 or more A5 size areas to cover all the non-scratched Graffiti on the worst area of the EF Vehicle	0
(g)	Any offensive or derogatory Graffiti (regardless of size of area)	0
(h)	Any logo or branding damaged to the extent it is unrecognisable (regardless of size of area)	0

(c) Colour and Gloss Level: Assessment Procedure

Assess the colour and gloss level of each EF Vehicle as follows:

- (i) identify the level of colour and gloss on the exterior of the EF Vehicle; and
- (ii) score the EF Vehicle in accordance with Table 1.2.3.

Table 1.2.3: Colour and Gloss Level Scoring Matrix

	Condition	Score
(a)	Gloss level at the maximum level defined on the reference sample and homogeneous. No discolouration or fading when compared with the colour-match reference sample	10
	<i>Condition falls between (a) and (b)</i>	8
(b)	Gloss level within the maximum and minimum limits (as defined by the reference samples). Slight but homogeneous discolouration	6
	<i>Condition falls between (b) and (c)</i>	5
(c)	Gloss level with the maximum and minimum limits (as defined by the reference samples). Slight non homogeneous discolouration	3
	<i>Condition fall between (c) and (d)</i>	2
(d)	Gloss level lower than the minimum level on the reference samples. Excessive homogeneous or non homogeneous discolouration	0

(d) Surface corrosion/Paint Chips/Scratches: Assessment Procedure

Assess the external level of corrosion, chipped paint and scratching on each EF Vehicle as follows:

- (i) identify all corrosion, chips, scratches (but not scratched Graffiti) and/or dents revealing undercoat or metal substrate on the exterior of the EF Vehicle; and
- (ii) score the EF Vehicle as follows:
 - (A) find the worst area of one (1) square metre or more of the EF Vehicle affected by corrosion, chips, scratches and/or dents identified under paragraph 2.2(d)(i) (if any). Estimate how many A5 areas are needed to cover up all the corrosion, chips, scratches or dents revealing undercoat or metal substrate identified under paragraph 2.2(d)(i) above (if any) and score the EF Vehicle in accordance with Table 1.2.4.

Table 1.2.4: Surface Corrosion/Paint Chips/Scratches Scoring Matrix

Condition	Score
(a) No corrosion, chips or scratches or dents revealing undercoat or metal substrate	10
<i>Condition falls between (a) and (b)</i>	9
(b) No corrosion, chips or scratches or dents revealing undercoat or metal substrate but patch repairs made and not visible from 5m	8
<i>Condition falls between (b) and (c)</i>	7
(c) 2 A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoats or metal substrate on the worst area of the EF Vehicle and any patch repairs not visible from 5m	6
<i>Condition fall between (c) and (d)</i>	5
(d) 4 A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoats or metal substrate on the worst area of the EF Vehicle and any patch repairs not visible from 5m	4
<i>Condition falls between (d) and (e)</i>	3
(e) 8 A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoats or metal substrate on the worst area of the EF Vehicle and any patch repairs not visible from 5m	2
<i>Condition falls between (e) and (f)</i>	1
(f) 12 or more A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoats or metal substrate on the worst area of the EF Vehicle and any patch repairs greater than A6 size from 10m	0
(g) Any logo or branding damaged to the extent that it is unrecognisable (regardless of size of area)	0

3. Internal Condition

3.1 Internal State of Repair

(a) Internal Level of Scratched Graffiti: Assessment Procedure

Assess the internal level of scratched Graffiti in each EF Vehicle as follows:

- (i) identify all scratched Graffiti but no other (painted) Graffiti on the interior of the EF Vehicle wherever it is on the EF Vehicle including but not limited to any windows, glass panels and paintwork; and
- (ii) score the EF Vehicle as follows:
 - (A) if any offensive Graffiti has been identified under paragraph 3.1(a)(i), score the EF Vehicle in accordance with Table 2.2.1; or
 - (B) if no offensive Graffiti has been identified under paragraph 3.1(a)(i) find the worst area (one square metre) of the EF Vehicle affected by the Graffiti identified under that paragraph (if any). Estimate how many A5 areas are needed to cover up all the Graffiti so identified (if any) and score the EF Vehicle in accordance with Table 2.2.1.

Table 2.2.1: Internal Level of Scratched Graffiti Scoring Matrix

Condition	Score
(a) No scratched Graffiti whatsoever	10
<i>Condition falls between (a) and (b)</i>	9
(b) One very small area of scratched Graffiti, up to 4 inches (the size of two travelcards) in the worst area of the EF Vehicle	8
<i>Condition falls between (b) and (c)</i>	7
(c) 2 A5 size areas to cover all the scratched Graffiti in the worst area of the EF Vehicle	6
<i>Condition fall between (c) and (d)</i>	5
(d) 4 A5 size areas to cover all the scratched Graffiti in the worst area of the EF Vehicle	4
<i>Condition falls between (d) and (e)</i>	3
(e) 8 A5 size areas to cover all the scratched Graffiti in the worst area of the EF Vehicle	2
<i>Condition falls between (e) and (f)</i>	1
(f) Any offensive Graffiti (regardless of size of area)	0

(b) Internal Level of Other (non-scratched) Graffiti: Assessment Procedure

Assess the internal level of scratched Graffiti in each EF Vehicle as follows:

- (i) identify all Graffiti which is not scratched Graffiti, including but not limited to painted, written or sprayed Graffiti, stickers, marks where Graffiti has been removed on the interior of the EF Vehicle wherever it is on the EF Vehicle including but not limited to any windows, glass panels and paintwork; and
- (ii) score the EF Vehicle as follows:
 - (A) if any offensive Graffiti has been identified under paragraph 3.1(b)(i), score the EF Vehicle in accordance with Table 2.2.2; or
 - (B) if no offensive Graffiti has been identified under paragraph 3.1(b)(i), find the worst area (one square metre) of the EF Vehicle affected by Graffiti identified under that paragraph (if any). Estimate how many A5 areas are needed to cover up all the Graffiti so identified (if any) and score the EF Vehicle in accordance with Table 2.2.2.

Table 2.2.2: Internal Level of Other (non-scratched) Graffiti Scoring Matrix

Condition	Score
(a) No sprayed, painted or written Graffiti whatsoever. No marks where previously present	10
<i>Condition falls between (a) and (b)</i>	9
(b) No Graffiti but there are marks where previously present in the worst area of the EF Vehicle	8
<i>Condition falls between (b) and (c)</i>	7
(c) 2 A5 size areas to cover all the non-scratched Graffiti in the worst area of the EF Vehicle	6
<i>Condition fall between (c) and (d)</i>	5
(d) 4 A5 size areas to cover all the non-scratched Graffiti in the worst area of the EF Vehicle	4
<i>Condition falls between (d) and (e)</i>	3
(e) 8 A5 size areas to cover all the non-scratched Graffiti in the worst area of the EF Vehicle	2
<i>Condition falls between (e) and (f)</i>	1
(f) 12 or more A5 size areas to cover all the non-scratched Graffiti in the worst areas of the EF Vehicle	0
(g) Any offensive Graffiti (regardless of size of area)	0

(c) Colour and Gloss Level: Assessment Procedure

Assess the level of gloss and colour in each EF Vehicle as follows:

- (i) identify the level of colour and gloss on the interior of the EF Vehicle; and

- (ii) score the EF Vehicle in accordance with Table 2.2.3.

Table 2.2.3: Colour and Gloss Level Assessment Procedure Scoring Matrix

Condition	Score
(a) Gloss level at the maximum level defined on the reference sample and homogeneous. No discolouration or fading when compared with the colour-match reference sample	10
<i>Condition falls between (a) and (b)</i>	8
(b) Gloss level within the maximum and minimum limits (as defined by the reference samples). Slight but homogeneous discolouration	6
<i>Condition falls between (b) and (c)</i>	5
(c) Gloss level with the maximum and minimum limits (as defined by the reference samples). Slight non homogeneous discolouration	3
<i>Condition fall between (c) and (d)</i>	2
(d) Gloss level lower than the minimum level on the reference samples. Excessive homogeneous or non homogeneous discolouration	0

- (d) Surface Corrosion/Paint Chips/ Scratches: Assessment Procedure

Assess the internal level of corrosion, chipped paint and scratching or denting in each EF Vehicle as follows:

- (i) identify all corrosion, chips, scratches (but not scratched Graffiti) and/or dents revealing undercoat or metal substrate on the interior of the EF Vehicle; and
- (ii) score the EF Vehicle as follows:
- (iii) find the worst area of one square metre or more of the EF Vehicle affected by corrosion, chips, scratches and/or dents identified under paragraph 3.1(d)(i). Estimate how many A5 areas are needed to cover up all the corrosion, chips, scratches or dents revealing undercoat or metal substrate identified under paragraph 3.1(d)(i) and score the EF Vehicle in accordance with Table 2.2.4.

Table 2.2.4: Surface Corrosion/Paint Chips/Scratches Scoring Matrix

Condition	Score
(a) No corrosion, chips or scratches or dents revealing undercoat or metal substrate	10
<i>Condition falls between (a) and (b)</i>	9

(b)	No corrosion, chips or scratches or dents revealing undercoat or metal substrate but patch repairs made and not visible from 2m	8
	<i>Condition falls between (b) and (c)</i>	7
(c)	1 A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoats or metal substrate on the worst area of the EF Vehicle and any patch repairs not visible from 2m	6
	<i>Condition fall between (c) and (d)</i>	5
(d)	2 A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoats or metal substrate on the worst area of the EF Vehicle and any patch repairs not visible from 2m	4
	<i>Condition falls between (d) and (e)</i>	3
(e)	4 A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoats or metal substrate on the worst area of the EF Vehicle and any patch repairs not visible from 2m	2
	<i>Condition falls between (e) and (f)</i>	1
(f)	More than 4 A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoats or metal substrate on the worst area of the EF Vehicle and any patch repairs greater than A7 size from 2m	0

(e) Floor Coverings: Assessment Procedure

Assess the state of the floor covering in each EF Vehicle in accordance with the following procedure:

- (i) identify the state of the floor covering in the EF Vehicle; and
- (ii) score the EF Vehicle in accordance with Table 2.2.5.

Table 2.2.5: Floor Coverings Scoring Matrix

	Condition	Score
(a)	No delamination, bubbles or ripples	10
	<i>Condition falls between (a) and (b)</i>	9
(b)	No delamination, bubbles or ripples but patch repairs made and not visible from 2m	8
	<i>Condition falls between (b) and (c)</i>	7
(c)	1 A5 size areas to cover all the delamination, bubbles or ripples in the worst area of the EF Vehicle and any patch repairs not visible from 2m	6
	<i>Condition fall between (c) and (d)</i>	5
(d)	2 A5 size areas to cover all delamination, bubbles or	4

ripples in the worst area of the EF Vehicle and any patch repairs not visible from 2m	
<i>Condition falls between (d) and (e)</i>	3
(e) Either 4 A5 size areas to cover all delamination, bubbles or ripples in the worst area of the EF Vehicle or any patch repairs greater than A6 size visible from 2m	2
<i>Condition falls between (e) and (f)</i>	1
(f) Either more than 4 A5 size areas to cover all the corrosion, chips scratches or dents revealing undercoat or metal substrate in the worst area of the EF Vehicle or any patch repairs greater than A6 size visible from 4m	0

(f) Labelling: Assessment Procedure

Assess the labelling on the interior of each EF Vehicle in accordance with the following procedure:

- (i) identify the state of the labelling in the EF Vehicle; and
- (ii) score the EF Vehicle in accordance with Table 2.2.6.

Table 2.2.6: Labelling Scoring Matrix

Condition	Score
(a) No labelling missing, damaged or defaced	10
(b) 1 label missing, damaged or defaced in any EF Vehicle	8
(c) 2 labels missing, damaged or defaced in any EF Vehicle	6
(d) 3 labels missing, damaged or defaced in any EF Vehicle	4
(e) More than 3 labels missing, damaged or defaced in any EF Vehicle	2
(f) Any mandatory labelling (including safety and RVAR labelling) missing or rendered illegible by damaged or defacing	0

(g) Condition of Arm Rests between Seats: Assessment Procedure

Assess the presence, proper positioning (e.g., not loose or bent) and condition of the arm rests in each EF Vehicle in accordance with the following procedure:

- (i) identify the presence, positioning and condition of the arm rests in the EF Vehicle including the absence of any which should be there; and
- (ii) score the EF Vehicle in accordance with Table 2.2.7.

Table 2.2.7: Condition of Arm Rests between Seats Scoring Matrix

Condition	Score
(a) All are in place, intact, in good condition, and with no scratches	10
<i>Condition falls between (a) and (b)</i>	9
(b) All are in place but with minor scratches or chips	8
<i>Condition falls between (b) and (c)</i>	6
(c) One missing	4
<i>Condition fall between (c) and (d)</i>	3
(d) Two or more missing or substantially damaged	2
<i>Condition falls between (d) and (e)</i>	1
(e) Five or more missing or substantially damaged	0

(h) Condition of Hand Rails and Hangers: Assessment Procedure

Assess the existence, positioning and condition of hand rails and hangers, other rails and straps in each EF Vehicle in accordance the following procedure:

- (i) identify the presence, positioning and condition of the hand rails and hangers, other rails and straps in the EF Vehicle including the absence of any which should be there; and
- (ii) score the EF Vehicle in accordance with Table 2.2.8.

Table 2.2.8: Condition of Hand Rails and Hangers Scoring Matrix

Condition	Score
(a) All are in place, intact, in good condition, and with no scratches	10
<i>Condition falls between (a) and (b)</i>	9
(b) All are in place but with minor scratches or chips	8
<i>Condition falls between (b) and (c)</i>	6
(c) One missing or substantially damaged (e.g. stretched or bent out of shape)	4
<i>Condition fall between (c) and (d)</i>	3
(d) Two or four missing or substantially damaged (e.g. stretched or bent out of shape)	2
<i>Condition falls between (d) and (e)</i>	1
(e) Five or more missing or substantially damaged (e.g. stretched or bent out of shape)	0

(i) Condition of Train Seats: Assessment Procedure

Assess the condition of the seating in each EF Vehicle in accordance the following procedure:

- (i) identify the condition of the seating in the EF Vehicle taking into account all aspects of seating;
- (ii) do not include cleanliness; and
- (iii) score the EF Vehicle in accordance with Table 2.2.9.

Table 2.2.9: Condition of Train Seats Scoring Matrix

Condition	Score
(a) All in as new condition. No detached upholstery components	10
<i>Condition falls between (a) and (b)</i>	9
(b) All in good condition but with slight fading. No detached upholstery components	8
<i>Condition falls between (b) and (c)</i>	7
(c) Some evidence of wear (e.g. worn upholstery). No detached upholstery components. No repairs evident	6
<i>Condition fall between (c) and (d)</i>	5
(d) General evidence of wear or evidence of repairs. No detached upholstery	4
<i>Condition falls between (d) and (e)</i>	3
(e) Extensive wear or unrepaired rips less than 2.5cm in length or cigarette burns on more than 10 per cent. of seats. No detached upholstery components	2
<i>Condition fall between (e) and (f)</i>	1
(f) More than 5 per cent. of seats Extremely worn or with unrepaired rips longer than 2.5m Detached Upholstery components	0

