

## APPENDIX 12

### 2012 Olympic Games (*Clause 7*)

#### 1. ACKNOWLEDGEMENT

The parties acknowledge that:

- (a) the UK Government has succeeded in its bid to the Olympic Committee for London (***London 2012***) to host the Olympic Games in 2012 (the ***Games***); and
- (b) as a key provider of public transport services into and out of London and the surrounding area, the Franchisee will have an important role to play during the Franchise Term in helping to make the staging of the Games successful.

#### 2. FRANCHISEE CO-OPERATION

The Franchisee shall, at its own cost, co-operate and consult as reasonably required with the London 2012 Bid Team, the Secretary of State, Transport for London, Network Rail, the British Transport Police and any other relevant party in connection with any arrangements directly or indirectly connected with the Games, including:

- (a) the provision of additional and/or specific railway passenger services;
- (b) the carrying out of necessary works to the network;
- (c) the provision of additional and/or specific security arrangements at stations at which the Passenger Services call and on the Passenger Services;
- (d) the provision of specific integrated ticketing in relation to the Passenger Services; and
- (e) advertising and marketing of the Games in relation to the Franchise Services.

#### 3. ENTRY INTO THE OLYMPIC SERVICES DELIVERY PLAN

3.1 During the Franchise Term the Secretary of State shall give the Franchisee reasonable notice of:

- (a) his intention to enter into a plan for the implementation of:
  - (i) any or all of the matters referred to in paragraph 2; and
  - (ii) any other matter relevant to the award, planning or staging of the Games,(the ***Olympic Services Delivery Plan***); and
- (b) the terms of the Olympic Services Delivery Plan he wishes to enter into.

3.2 The Franchisee may make representations to the Secretary of State in respect of the Secretary of State's proposed terms of the Olympic Services Delivery Plan.

3.3 If the Secretary of State and the Franchisee cannot agree on the terms of the Olympic Services Delivery Plan the Secretary of State shall reasonably determine such terms.

3.4 At a date to be notified to the Franchisee by the Secretary of State, the Secretary of State and the Franchisee shall enter into the Olympic Services Delivery Plan.

#### **4. FINANCIAL EFFECTS OF THE OLYMPIC SERVICES DELIVERY PLAN**

For the purpose of paragraph (g) of the definition of **Change**, the cost and revenue effects of the Franchisee's implementation of the Olympic Services Delivery Plan shall be a Change.

#### **5. IMPLEMENTATION OF THE OLYMPIC SERVICES DELIVERY PLAN**

5.1 The Franchisee shall implement the Olympic Services Delivery Plan in accordance with its terms.

5.2 In the event the Franchisee enters into a contract with an advertising sales agency (a **Contractor**), such that the Contractor is entitled to grant rights to others:

- (i) inside and on the outside of trains and including for the avoidance of doubt the Olympic Javelin Service or any other dedicated service which commences, terminates or passes through the Olympic Park; and
- (ii) in or around train stations served by those aforementioned trains

for the display of advertisement, promotional or other media copy, then the Franchisee will first procure that the Contractor grants to London 2012 an option by entering into an agreement on substantially the same terms as the Option Agreement for Advertising entered into by the Franchisee as a Condition Precedent to commencing operation of this Franchise (only to the extent the Contractor has not already entered into an agreement with London 2012 on the same or similar terms).

#### **6. OLYMPIC JAVELIN SERVICE AND CAPACITY PLANNING**

6.1. The Franchisee agrees to provide a shuttle service that will run between St Pancras and Ashford and St Pancras and Ebbsfleet calling at Stratford International station at the time of the Games (the Olympic Javelin Service) within 36 months of a written request to that effect from the Secretary of State. Following receipt of such a request, the Franchisee shall agree with the Secretary of State and the relevant organisers of the Games a plan for the introduction of the Olympic Javelin Service in terms acceptable to the Secretary of State, acting reasonably, at least 18 months prior to the introduction of the service. Once agreed, such plan should form part of the Olympic Services Delivery Plan.

6.2 The Franchisee shall agree with the Secretary of State and any other interested authorities or bodies a plan to meet the anticipated additional demand on those of the Passenger Services running into London Stations throughout the duration of the Games and the provision of the Olympic Javelin Service in terms acceptable to the Secretary of State, acting reasonably, and the Secretary of State shall notify the final form of such plan to the Franchisee as part of the Olympic Services Delivery Plan in accordance with paragraph 3.1 of this Appendix 12.

