

SCHEDULE 3

Part B

Call Point Staff Accommodation and Facilities Licence

1. The Company will at all times from the Transfer Date during the Contract Duration provide to the Contractor (in this context including the Maintenance Company or any other of the Contractor's sub-contractors) for the Contractor's Call Point staff at stations of the Company nominated from time to time by the Contractor such accommodation and facilities (including store cupboards) (the *premises*) as shall be appropriate for the performance by the Contractor's Call Point staff of the Contractor's obligations under this Contract with regard to Call Point services, and will permit the Contractor's Call Point staff to share with Company Employees and other persons from time to time authorised by the Company the use of such accommodation and facilities. Provided that if the accommodation and facilities requested by the Contractor is at a specific station or stations (other than Euston and Kennington) the Company's obligation to provide such accommodation and facilities shall be restricted to an obligation to use all reasonable endeavours to provide such accommodation and facilities as are available at that station or stations without the Company being obliged either:

- (a) to carry out any tunnelling or construction work; or
- (b) to vacate accommodation and facilities which are at the time of the Contractor's request used by the Company and which cannot reasonably be shared with the Contractor;

in which case the Company shall indicate to the Contractor the accommodation and facilities which are available.

2. The Contractor and the Company shall agree from time to time appropriate security arrangements, including for storage facilities to be used exclusively by the Contractor at the premises or elsewhere on the Northern Line.

3. The Company hereby permits the Contractor's Call Point staff to share with Company Employees and other persons from time to time authorised by the Company the use of Room 3/281 at the Company's Euston station and Room 4/376 at the Company's Kennington station and the facilities (including store cupboards) within such Rooms from the Transfer Date as Licensee.

4. From time to time the Company may require the Contractor (the Company bearing the reasonable and proper costs of such relocation) and the Contractor may (if the Company provides appropriate accommodation and facilities as aforesaid) relocate from the premises or any parts thereof to other accommodation and facilities at the said stations or at other stations or to add to the premises additional accommodation and facilities at the said stations or at other stations. Notwithstanding such relocation or addition the provisions of this Licence shall continue to apply in full force and effect both to the premises (until relocation) and the new premises and any premises from time to time added to or substituted for any of such new premises

(and references to the premises shall hereafter be construed as references also to the new premises and any premises from time to time added to or substituted for any of such new premises, and references to the said stations shall hereafter be construed as references also to the stations in which they are located from time to time respectively).

5. The Company also permits the Contractor's Call Point staff to use such staff lavatories at the said stations and at other stations on the Northern Line and to use other staff facilities at the said stations as may be appropriate and to exercise such rights of access over the said stations and to enjoy the supply of such services through the said stations to the premises as exist from time to time and shall be reasonably required for the purposes of the Contractor's Call Point staff's use of the premises pursuant to this Licence.

6. The above permissions are granted in consideration of and subject to the following conditions:

- (a) the Contractor will forthwith make good at the Contractor's own expense any damage caused by the Contractor to the premises and to stations, fair wear and tear excluded;
 - (b) save as permitted hereunder, the Contractor will observe and comply with the Company's conditions, rules and regulations from time to time relating to the permissions hereby granted and the use and management of the premises and of the said stations so far as the same are notified in writing to the Contractor;
 - (c) the Contractor will use the premises only for the purposes of the provision by the Contractor's Call Point staff of Call Point services to the Company under this Contract;
 - (d) if any member of the Call Point services staff shall breach or not observe any of the Company's said conditions, rules or regulations the Company may require the removal of that person from the premises and the Contractor shall not allow that person on the premises at the relevant station or at any other station without the Company's prior written consent. If the Contractor fails properly to take steps to procure that members of its staff observe the Company's said conditions, rules and regulations or fails to take appropriate disciplinary action in respect of any breach thereof or if the Contractor (as opposed to any member or members of its staff whether or not in performance of their duties) is in substantial breach of its obligations hereunder the Company may terminate this Licence as to all or any one or more of the premises forthwith upon any breach or non-observance of the terms of this Licence and if such breach or non-observance is not remedied (if remediable) within seven days of notice thereof being given to the Contractor in writing;
 - (e) the Contractor will immediately vacate the premises upon the termination of this Licence; and
 - (f) the Contractor may vacate and terminate this Licence at any time as to all or any one or more of the premises by giving written notice to the Company.
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