



This is Appendix 2 referred to in the foregoing Variation to the Franchise Agreement between The Scottish Ministers and Serco Caledonian Sleepers Limited

Appendix 2

This Appendix 2 comprises the attached 8 page updated Schedule 6.3

SCHEDULE 6.3

**THIS IS SCHEDULE 6.3 REFERRED TO IN THE FOREGOING FRANCHISE AGREEMENT
BETWEEN THE AUTHORITY AND SERCO CALEDONIAN SLEEPERS LIMITED**

PASSENGER EXPERIENCE AND MARKETING

Part 1 Passenger Experience

1. Partnering with Inverlochy Castle Management International (ICMI) and Associates

1.1 The Franchisee shall enter into a commercial agreement with ICMI in respect of the provision by ICMI directly or through one of its associates (as appropriate, Albert Roux or Ian Smith), of consultancy services, such as:

- 1.1.1 accommodation design and presentation;
- 1.1.2 on board food and drink, including menu design, preparation and logistics;
- 1.1.3 product provenance;
- 1.1.4 "Guest Excellence Programme", including staff training and development;
- 1.1.5 quality management;
- 1.1.6 product refresh programme; and
- 1.1.7 sales and distribution channels.

1.2 If for whatever reason, the Franchisee shall cease to work with ICMI, Albert Roux or Ian Smith, the Franchisee shall notify the Authority and propose a suitable alternative replacement for approval by the Authority (such approval not to be unreasonably withheld or delayed) references herein to ICMI, Albert Roux and Ian Smith thereafter shall be read as references to such alternatives as are agreed between the parties from time to time.

1.3 The Franchisee shall procure that its commercial agreements with any providers or sub-contractors in respect of any services referred to in this Schedule 6.3 shall contain a provision that such providers or sub-contractors shall not bring the Authority or the Caledonian Sleeper Franchise into disrepute (and shall enforce the same where called upon to do so by the Authority).

2. On Board Entertainment

2.1 From the New Train Fleet Service Date, the Franchisee shall stream on-board entertainment over wi-fi which users of the Passenger Services will be able to access from their own tablets, laptops and smartphones. Such on-board entertainment shall include:

- 2.1.1 films;
- 2.1.2 TV catch-up and news feeds;
- 2.1.3 a selection of Scottish audiobooks;
- 2.1.4 specific Scottish entertainment, including Scottish drama and Scottish comedy; and
- 2.1.5 tourist information appropriate to the destination.

- 2.2 In the Club Car, the Franchisee shall provide users of the Passenger Services with access to a small library with a minimum of 50 books. The Franchisee shall refresh the content of such library on a quarterly basis and, as a minimum, such library shall include:
- 2.2.1 classic and contemporary Scottish literature, from Sir Arthur Conan-Doyle to James Robertson; and
 - 2.2.2 a children's section, which the Franchisee will work with children's book experts such as the team at the Scottish Children's Book Awards to create.
- 2.3 In the Club Car, the Franchisee shall provide users of the Passenger Services with access to a selection of daily national and regional newspapers.
- 2.4 In the Club Car, the Franchisee shall provide users of the Passenger Services with access to a small selection of board games. The Franchisee shall refresh the selection of such board games from time to time.
- 2.5 In the Club Car, the Franchisee shall, from time to time, use the Club Car to host special events. Such special events will include:
- 2.5.1 Comedy nights;
 - 2.5.2 Whisky tasting nights;
 - 2.5.3 Literary events;
 - 2.5.4 Music events; and
 - 2.5.5 Halloween events themed to attract families.
- 2.6 Not used.
- 2.7 The initial 'splash' page on accessing the on board wi-fi portal will have GPS enabled route map with information and pop-ups of special points of interest along the route. Real time updates of the journey progress will be shown on screen with any potential service interruptions highlighted to allow for onward travel arrangements to be amended in the unlikely event of a delay.
- 2.8 Movies, news, travel and onboard information will be downloaded by the Franchisee from the internet on a daily basis to an onboard server.
- 2.9 The Franchisee shall ensure that any books, games or other materials made available to users of the Passenger Services shall be in good condition and shall review the condition of the same on at least a quarterly basis and replace any that fall below that standard.

3. **NET Promoter Score**

- 3.1 The Franchisee shall use the Net Promoter Score to help measure the general satisfaction of users of the Passenger Services and capture information on how likely a user of the Passenger Services is to positively recommend the Passenger Services. The Franchisee shall measure the Net Promoter Score for Passenger Services as soon as possible after the Franchise Commencement Date and shall use this figure as a benchmark to track improvement of Passenger Services as perceived by users of the Passenger Services. The Franchisee shall seek to improve the Net Promoter Score to at least 90% within 12 months after the New Train Fleet Service Date.

For the purposes of this paragraph 3.1, "**Net Promoter Score**" means the global customer loyalty metric, used across the service industry which is based on the central question: 'How likely are you to recommend our service to your friends, family and colleagues?'

4. Hospitality Accreditations

4.1 Within one year following the New Train Fleet Service Date, the Franchisee shall use all reasonable endeavours to obtain hospitality accreditations from organisations which measure the position of the Passenger Services within the Scottish and international tourism industry: such as the AA, TripAdvisor, Scotland Food and Drink, and VisitScotland,.

5. Boarding Times

5.1 Subject to Paragraphs 5.2 and 5.3 of this Schedule 6.3, within 18 months of the Franchise Commencement Date, the Franchisee shall use best endeavours to introduce the following earlier boarding times for Passengers at the starting locations in the table below.

Service	Current Boarding Time	Proposed Earlier Boarding Time	Departure Time
Aberdeen to London Euston	21.10	20.00	21.43
Edinburgh to London Euston	23.00	21.00	23.40
Fort William to London Euston	19.20	19.20	19.50
Glasgow to London Euston	22.00	21.00	23.40
Inverness to London Euston	19.45	19.45	20.44
London Euston to Aberdeen	20.30	20.00	21.15
London Euston to Edinburgh	23.00	21.45	23.50
London Euston to Fort William	20.30	20.00	21.15
London Euston to Glasgow	23.00	21.45	23.50
London Euston to Inverness	20.30	20.00	21.15

5.2 In order to achieve the earlier boarding times described in the table above, the Franchisee shall work with the relevant Station Facility Owners to secure platform availability and associated services, and work with Network Rail to facilitate Train Slots for the earlier movement of the Vehicles from Depots to Stations.

5.3 The Franchisee shall use best endeavours to maintain such earlier boarding times throughout the Franchise Term. If, having exhausted all reasonable endeavours, the Franchisee

nonetheless anticipates any change to such boarding times, then the Franchisee shall notify and obtain approval from the Authority (such approval not to be unreasonably withheld or delayed) as soon as reasonably practicable.

6. Use by staff of tablet devices

- 6.1 The Franchisee shall procure that on-train staff shall use a tablet device to check in users of the Passenger Services. The Franchisee shall procure that on-train staff will also be able to use their tablets to sell meal options and arrange wake-up calls, as well as offer complimentary upgrades and suggest supplementary services for users of the Passenger Services to purchase.

7. Standardised check-in process and Luggage

- 7.1 The Franchisee shall launch a new standardised check-in process within six months of the Franchise Commencement Date. The use of such a standardised check-in process shall ensure consistent checks take place before a user of the Passenger Services boards the train thus mitigating the risk of unauthorised people accessing the train.

- 7.2 The Franchisee shall ensure that all users of the Passenger Services shall be able to store large items of luggage in a dedicated, secure luggage space in the portion of the train which is appropriate to each user of the Passenger Services' destination. Each such portion of the train will only be accessible by the Franchisee's staff and will be free of charge to all users of the Passenger Services. For the avoidance of doubt, where it is necessary to move luggage from one part of the train to another in order to ensure that such luggage is in the appropriate portion of the train given each user of the Passenger Services' destination, such movement of luggage shall be carried out by the Franchisee's staff.

8. Catering and dining

- 8.1 The Franchisee shall procure that the catering menus for the Passenger Services shall be changed four times per year and the Franchisee's whole catering approach shall be refreshed by the Franchisee every five years.
- 8.2 The Franchisee shall ensure that users of the Passenger Services shall be able to pre-order catering during the booking process and again at check-in.
- 8.3 The Franchisee shall ensure that users of the Passenger Services staying in Cabins will have the ability to reserve a table for dining in the Club Car during the booking process and again at check-in.
- 8.4 From the New Train Fleet Service Date, the Franchisee shall ensure that all users of the Passenger Services may order meals and drinks from the same brasserie menu from on-board staff or via the App. The Franchisee shall ensure that such orders can be placed by users of the Passenger Services whilst in their Cabins and at their Cradle Seat, and such orders shall be served to such users whilst in their Cabins and at their Cradle Seat.
- 8.5 The Franchisee shall ensure that children aged 12 and under will eat for free in respect of items chosen from the children's section of the brasserie menu.
- 8.6 The Franchisee shall ensure that orders from users of the Passenger Services in the Club Car for food and drinks from the brasserie menu shall be taken and served at the tables in the Club Car.
- 8.7 If for any reason, the Franchisee is unable to provide any form of catering service to users of the Passenger Services who have requested such catering service, the on-board staff shall offer a refreshments voucher to such users.
- 8.8 The Franchisee shall publish clear details of the brasserie menu on the Website and on the app so that it is available to users of the Passenger Services when they make reservations for the Passenger Services.

- 8.9 The Franchisee shall ensure that users of the Passenger Services shall be able to pay for their travel, dinner, bed and breakfast in one transaction.
- 8.10 The Franchisee shall collaborate with The Food Hub in Cumbernauld, or such other provider as the Authority may approve (such approval not to be unreasonably withheld or delayed), to facilitate partnership with SME producers and suppliers.
- 8.11 The Franchisee shall offer a full bar service throughout the journey from a bar counter in the Club Car. Drinks shall include:
- Scottish and London micro-brewery beers
 - Whisky from established and emerging distilleries
 - Islay and London Gins
 - flavoured Caithness vodkas
 - wines by the bottle and glass
 - small selection of champagnes and proseccos
 - soft drinks
- 8.12 The Franchisee shall use a central production unit close to The Food Hub referred to in paragraph 8.10. The central production unit shall prepare the Franchisee's catering menu for delivery to the Franchisee on a daily basis.
- 8.13 The Franchisee shall provide food and drink service in the Club Car to the "Roux Quality" standard.
- 9. Sleep**
- 9.1 From the New Train Fleet Service Date, the Franchisee shall ensure that the Website, App and on-board literature will explain how the Franchisee has incorporated sleep enhancing design features and furnishings across the Cradle Seats and Cabins in the New Train Fleet.
- 9.2 The Franchisee shall produce a 'Good Sleep Guide' in conjunction with the British Sleep Society offering tips and advice to users of the Passenger Services in respect of how to enjoy a good night's sleep.
- 9.3 The Franchisee shall ensure that such 'Good Sleep Guide' shall be available on the Website and via the App, and shall be contained in the 'sleep pack' which shall be provided to all users of the Passenger Services. Such 'sleep packs' shall also contain eye masks and ear plugs. The Franchisee shall also provide a sleep enhancing pillow spray as part of their amenity kit to the users of the Passenger Services who are travelling in Cabins. If at the time of travelling, a user of the Passenger Services notifies a member of on-board staff that a sleep pack or, if relevant, a pillow spray has not been provided, the member of on-board staff shall provide such sleep pack or pillow spray, or, if for any reason, a sleep pack or pillow spray is not available, the member of on-board staff shall offer a refreshments voucher to such user of the Passenger Services.
- 9.4 The Franchisee shall ensure that users of the Passenger Services travelling in Cabins and, when introduced as part of the New Train Fleet shall be able to (a) indicate they do not want to be disturbed by use of a 'do not disturb' sign and (b) order a morning wake-up call by using the App or requesting a call from a member of the on-board staff.
- 10. Key Suppliers**
- 10.1 The Franchisee shall procure bed mattresses for the New Train Fleet from Glencraft. If the Franchisee is unable to procure bed mattresses from Glencraft, the Franchisee shall propose an alternative supplier of bed mattresses for the approval of the Authority (such approval not to be unreasonably withheld or delayed).

- 10.2 The Franchisee shall procure laundry services from Aberdeen Laundry Services. If the Franchisee is unable to procure laundry services from Aberdeen Laundry Services, the Franchisee shall propose an alternative supplier of laundry services for the approval of the Authority (such approval not to be unreasonably withheld or delayed). The Franchisee's linen exchange will have a one stop drop off and collection base in Edinburgh using Aberdeen Laundry Services. The Franchisee shall employ best practice to ensure sustainability in the linen procurement process. By using Fairtrade approved organisations, a premium of \$0.05 per kg will be reinvested in projects that benefit the members and their communities.
- 10.3 In conjunction with the Franchisee's hot beverage partner, every six months the Franchisee shall make donations to social enterprise projects with a socio-economic or environmental focus in association with the governing organisation 'Social Enterprise Scotland'. The Franchisee shall notify the Authority of the level of such donations.
- 10.4 The Franchisee shall enter into a commercial agreement with Mary-Anne Rankin Associates or such other provider as the Authority may approve (such approval not to be unreasonably withheld or delayed) in respect of the provision of accessibility consultancy services. If for whatever reason during the Franchise Term, the Franchisee shall cease to work with Mary Anne Rankin Associates, the Franchisee shall notify the Authority and propose a suitable alternative replacement for approval by the Authority (such approval not to be unreasonably withheld or delayed).

11. Souvenirs

- 11.1 The Franchisee shall launch a range of products which are relevant to the journey and the final destination. Such products may include a quality range of guide books, maps, novels, post cards of destinations, model train, soaps and gift packages.

12. Safety and Security

- 12.1 As soon as practicable following the Franchise Commencement Date, the Franchisee shall organise safety and security workshops with the British Transport Police for on board staff.
- 12.2 From the New Train Fleet Service Date, the Franchisee shall ensure that CCTV will be in operation in all public areas of the train: in the Club Car and Seated Coaches, and in the corridors of the Sleeper Coaches and Accessible Coaches.

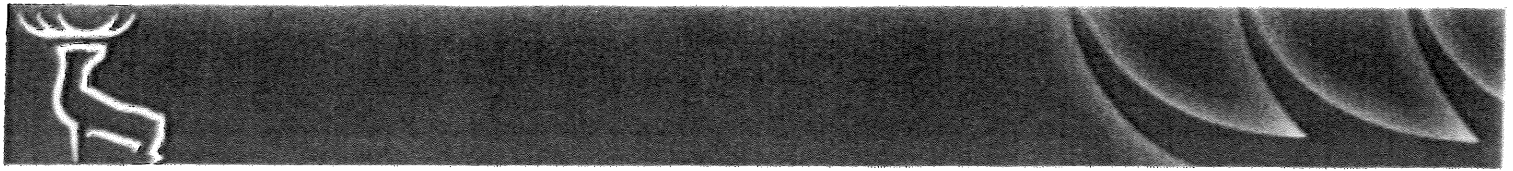
13. Passenger Communication

- 13.1 The Franchisee shall ensure that all feedback from users of the Passenger Services shall be acknowledged by the Franchisee within one working day of receipt of such feedback, with a target of one working week to investigate and respond to such feedback.
- 13.2 Without prejudice to any right a passenger may have in terms of the Passenger's Charter and the provisions of Paragraphs 5.1 (ii) and (iii) of Schedule 1.4, the Franchisee shall give the team leaders within its staff the authority to offer compensation during the journey and such compensation shall be set at an appropriate level for the issue in question: for example, complimentary refreshments, an upgraded accommodation offering, a voucher for future travel, etc.
- 13.3 The Franchisee shall ensure that the Website and App have a section devoted to customer feedback. Such section shall display current turnaround times so guests' expectations are managed from the start.
- 13.4 If a user of the Passenger Services remains dissatisfied in terms of the proposed resolution offered by the Franchisee in respect of a complaint, the Franchisee undertakes to refer the complaint to the Passenger's Council, who shall conduct an independent review of the case.

- 13.5 The Franchisee shall send a pre departure email to each user of the Passenger Services which shall summarise key journey details, as well as reminding such user of the chance to prearrange food and drink choices, and offer travel advice and tips about their destination.
- 13.6 At the end of each Reporting Period, the Franchisee shall publish its performance against a range of measures covering the following areas:
- 13.6.1 punctuality and regularity;
- 13.6.2 guest ratings on:
- station experience
 - accommodation
 - food and drink
 - overall rating;
- 13.6.3 use of Scottish products and services; including from SME and social enterprise sources;
- 13.6.4 'Green Scorecard':
- carbon footprint
 - recycling
 - food and drink miles;
- 13.6.5 information about such performance shall be published on all our passenger communication channels (Website, email, Totem etc); and
- 13.6.6 the guest rating on accommodation shall achieve at least a 20% improvement within 12 months of the New Train Fleet Service Date and thereafter the Franchisee shall use all reasonable endeavours to at least maintain such rating throughout the remainder to the Franchise Term.
- 13.7 The Franchisee shall ensure that every user of the Passenger Services shall receive an email from the Franchisee within 48 hours of completing their journey. Such email shall invite such user to rate the Franchisee on a number of key areas across the passenger journey, including cleanliness, catering, staff welcome, signage/wayfinding, toilet and shower facilities, and waiting room and lounge facilities. The Franchisee shall incentivise this process with prizes, discounts, etc. being available for those users who complete the survey.
- 13.8 Where, from time to time, the Franchisee makes any new facilities available to users of the Passenger Services, or makes use of any facilities operated by a third party available to users of the Passenger Services, the Franchisee shall demonstrate by survey results to the Authority the proportion of users of the Passenger Services who are aware of such facilities and the proportion of these users who have made use of such facilities. The Franchisee shall identify and implement any wayfinding and messaging improvements that any such review identifies within 6 months of the completion of any such survey.
- 14. People**
- 14.1 The Franchisee shall ensure that it will be a requirement for all of its staff who are appointed as Guest Service Host shall qualify at SVQ level 3 in Hospitality within one year of appointment to such role.
- 15. Refresh of the Initial Train Fleet**
- 15.1 Within one week of the Franchise Commencement Date, the Franchisee shall complete a deep clean of all Vehicles in the Initial Train Fleet. Within two weeks of the Franchise Commencement Date, the Franchisee shall install new brand decals on each Vehicle, undertake a refresh of any damaged upholstery, bedding or signage, and install USB charging sockets in place of the shaving sockets in each Cabin. These works will be carried

out at the vehicle maintenance Depots alongside the planned maintenance activities and will not affect the overall availability of Vehicles for service.

- 15.2 Between the Franchise Commencement Date and the New Train Fleet Service Date, the Franchisee shall ensure that the Club Car and other public areas of the Initial Train Fleet offer a comfortable environment.
- 15.3 Within one month of the Franchise Commencement Date, the Franchisee shall implement a renewal programme of the existing linen, bedding, towels and amenity kits.
- 15.4 The Franchisee will engage with Porterbrook and Eversholt on the dilapidations regarding the handover condition of the Initial Train Fleet to ensure that expenditure of the maintenance reserve focuses on rectifying damage, missing items and progressing any exterior damage including paint system damage. Where it is agreed that the Franchisee will carry out the work using the maintenance reserve for the Initial Train Fleet, then a programme will be prepared and shared with the Authority setting out how all issues will be resolved through the maintenance cycle during the first Franchisee Year.



This is Appendix 3 referred to in the foregoing Variation to the Franchise Agreement between The Scottish Ministers and Serco Caledonian Sleepers Limited

Appendix 3

The provisions of the Franchise Agreement shall be amended as follows:

1. Rows 21, 47 and 50 of the Committed Obligations table in Part 1 of Schedule 1.6 of the Franchise Agreement shall be delete and replaced as follows:

21	The Franchisee shall introduce the ability for all passengers to choose to enjoy catering in their accommodation.	The Franchisee shall introduce a 'Room Service' concept to enable all passengers to enjoy food and drink delivered to their accommodation whether it be Cabin or Cradle Seat.	Introduction of New Train Fleet by 1st April 2018	Schedule 6.3 (Passenger Experience and Marketing) Part 1 (Passenger Experience) Paragraphs 8.4
47	The Franchisee shall introduce a process whereby passengers travelling in Cabins will be able to indicate that they do not wish to be disturbed.	This will give passengers reassurance that they will not be disturbed unnecessarily by onboard staff.	At Franchise Commencement Date	Schedule 6.3 (Passenger Experience and Marketing) Part 1 (Passenger Experience) Paragraph 9.4
50	Not used	Not used	Not used	Not used

2. Rows 47 and 50 of the Committed Obligations Payment Adjustment table in Part 3 of Schedule 1.6 of the Franchise Agreement shall be delete and replaced as follows:

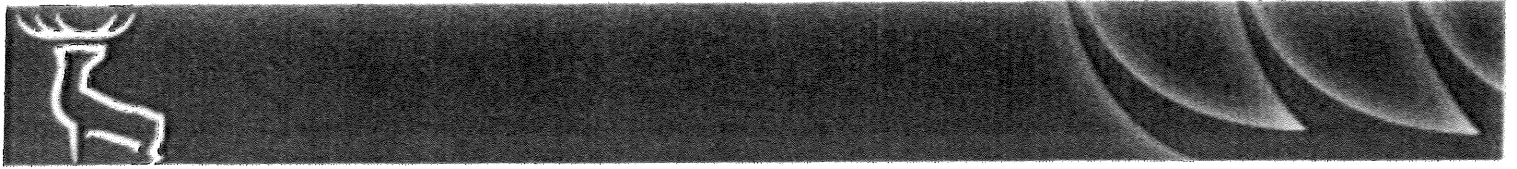
47	The Franchisee shall introduce a process whereby passengers travelling in Cabins will be able to indicate that they do not wish to be disturbed.	At Franchise Commencement Date	£250 per Reporting Period	No
50	Not used	Not used	Not used	Not used

3. The words “, Pod” shall be deleted from the first paragraph of paragraph 5 of Schedule 5.1.

4. Paragraph 2 of Schedule 5.2 shall be deleted and replaced as follows:

After Delivery of New Train Fleet

Dedicated Ticket Types following introduction of the New Train Fleet



The Franchisee's Fares structure shall utilise the following ticket types following the introduction of the New Train Fleet:

Ticket Types	Description (without prejudice to the definition of "Cradle Seat", "Berth" and "Ensuite Berth" in the Definitions Agreement)
Cradle Seat	A Caledonian Sleeper ticket with a reserved Cradle Seat
Berth x1	A Caledonian Sleeper ticket for a reserved Berth for a single traveller
Berth x 2	A Caledonian Sleeper ticket for a reserved Berth based on two people sharing
Ensuite Berth x1	A Caledonian Sleeper ticket for a reserved en-suite Berth for a single traveller
Ensuite Berth x 2	A Caledonian Sleeper ticket for a reserved en-suite Berth based on two people sharing
Double Bed	A Caledonian Sleeper ticket for a reserved double bed berth based on one or two people sharing

5. The following tables in paragraph 4 of Schedule 5.2 shall be deleted and replaced as follows:

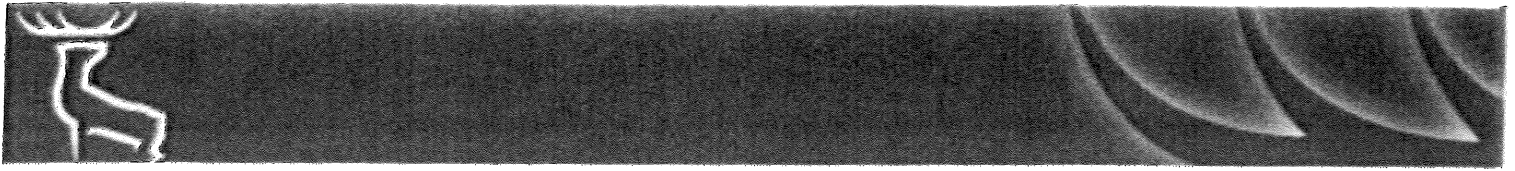
Indicative Pricing Calendar for Lowland Journeys (following introduction of the New Train Fleet)

Lowland	Low	Lo/Mid	Mid	Hi/Mid	High
Seat	44%	50%	61%	72%	100%
Berth x1	63%	68%	73%	80%	100%
Berth x2	67%	71%	76%	82%	100%
Ensuite Berth x1	73%	76%	80%	85%	100%
Ensuite Berth x2	76%	79%	82%	87%	100%

Indicative Pricing Calendar for Highland Journeys (following introduction of the New Train Fleet)

Highland	Low	Lo/Mid	Mid	Hi/Mid	High
Cradle Seat	55%	59%	68%	77%	100%
Berth x1	66%	70%	75%	82%	100%
Berth x2	69%	73%	78%	84%	100%
Ensuite Berth x1	75%	78%	81%	86%	100%
Ensuite Berth x2	77%	70%	83%	88%	100%

- The words "Pod Flatbed accommodation or" where they appear in paragraphs 2.12, 3.13, 4.11, 5.11, 6.8 and 14.10 of Schedule 6.2.
- All references in the Franchise Agreement where it refers to "Hybrid" shall be deleted and replace with the term "Accessible";



8. Insert the following new paragraph 5 in Schedule 8.3 of the Franchise Agreement as follows:

“5. Variation Five

5.1 The Authority will not be responsible for the actions of the Franchisee in respect of Variation Five and, notwithstanding anything expressly provided in this Agreement or otherwise, the Franchisee shall provide and operate the Franchise Services to the extent amended by Variation Five at its own cost and, risk, without recourse to the Authority or government funds or guarantees and without an increase to the Franchise Payments.

5.2 The Franchisee shall be liable to the Authority in respect of any direct losses, liabilities, costs, charges or expenses that the Authority reasonably incurs or will reasonably incur as a result of Variation Five where this Agreement is terminated prior to the Initial Expiry Date including without limitation any increased payments that the Authority will pay to a Successor Operator (when compared to the Franchise Payments that the Authority would otherwise have paid to the Franchisee) in respect of the period up to the Initial Expiry Date as a result of Variation Five, provided always that the Authority will take all reasonable steps to mitigate any such direct losses, liabilities, costs, charges or expenses. The Franchisee’s liability in connection with this paragraph 5.2 shall be limited to a financial amount that is equal to the amount of the Performance Bond from time to time under paragraph 5.4 of Schedule 12.

5.3 This paragraph 5 shall continue to apply following the termination of this Agreement. No action or proceedings in connection with this paragraph 5 shall be commenced against the Franchisee following the expiry of 12 months following the date upon which a Successor Operator is appointed.”

9. In the Definitions Agreement the following changes shall also be made:

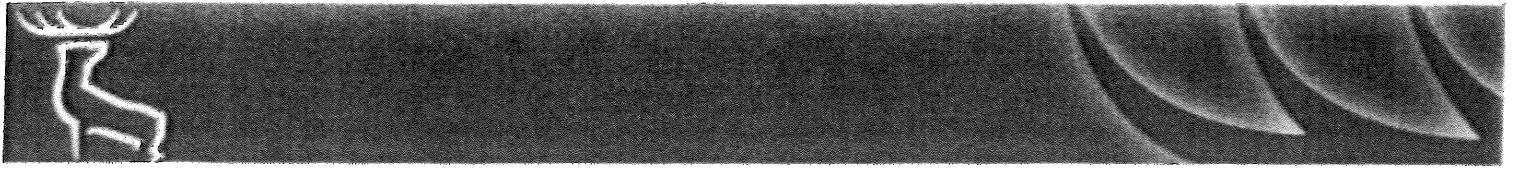
- a. The definition of “Hybrid Coach” shall be deleted;
- b. The reference in the definition of “Berth” to “Hybrid Coach” shall be deleted and replaced with “Accessible Coach”;
- c. A new definition in alphabetical order shall be added with the following:

“Accessible Coach” means a passenger vehicle configured as a sleeper coach, including provisions for Passengers with Reduced Mobility, with the general features described in the New Train Fleet Output Specification (where relevant) and the specific features described in paragraph 9.5 of New Train Fleet Output Specification; and

- d. The definitions of “Pod Coach” and “Pod Flatbed” shall be deleted.

- e. Insert the following new definition in the Definitions Agreement:

“Variation Five” means the variations set out in the variation agreement between the Authority and the Franchisee in respect of among other things the removal of “Pod Flatbeds” from the Franchise Agreement;



This is Appendix 4 referred to in the foregoing Variation to the Franchise Agreement between The Scottish Ministers and Serco Caledonian Sleepers Limited

Appendix 4

This Appendix 4 comprises the attached MSA VOs numbered VO7, VO8, VO9, VO10, VO12, VO14, VO15, VO19, VO20, VO 21, VO22, VO23, VO24, VO27, VO28, VO30, VO31, VO32, VO33, VO35, VO36 and VO41.



Authority for Variation to Contract

VARIATION ORDER	NUMBER: 07
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: Changes of fleet composition, including removal of the Pod Coach. Change of terminology to remove reference to Hybrid Coaches and replace with Accessible Coaches.	
Comments: All 75 vehicles affected by this variation	
Related Variation Proposal: VP07	Dated:
Agreement Effect(s): None (other than in respect of the Specification as noted below)	
Contract Price Effect(s):	
Specification Effect(s):	
<ul style="list-style-type: none">• All references to "Hybrid" where it appears in the MSA shall be deleted and replace with the term "Accessible".• The definition of "Hybrid Coaches" shall be deleted from Clause 1.1• A new definition in alphabetical order in Clause 1.1 shall be added with the following:<ul style="list-style-type: none">"Accessible Coach" means a passenger vehicle configured as a sleeper coach, including provisions for Passengers with Reduced Mobility, with the general features described in the New Train Fleet Output Specification (where relevant) and the specific features described in paragraph 9.5 of New Train Fleet Output Specification;• Where Clause 1.1 of the MSA refers to the definition of "Coaches" that definition shall be deleted and replaced with:<ul style="list-style-type: none">"Coaches" means the seventy five (75) railway vehicles to be designed, manufactured and supplied to the Owner in accordance with this Agreement, comprising:<ul style="list-style-type: none">(a) fourteen (14) Accessible Coaches;(b) eleven (11) Seated Coaches;(c) forty (40) Sleeper Coaches; and(d) ten (10) Club Cars, <p>as more particularly described in the Specification, or if the context requires, any one of them;</p>	

- Clause 6.1.1.1 of the MSA shall be deleted and replaced as follows:
 Lowland Service (Rake 1) - Unit 1 Seated Coach, Club Car, Accessible Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach; and Unit 2 - Seated Coach, Club Car, Accessible Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Accessible Coach; and
- Clause 6.1.1.2 of the MSA shall be deleted and replaced as follows:
 Lowland Service (Rake 2) - Unit 3 Seated Coach, Club Car, Accessible Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach; and Unit 4 - Seated Coach, Club Car, Accessible Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Accessible Coach; and
- Clause 6.1.1.3 of the MSA shall be deleted and replaced as follows:
 Highland Service (Rake 3) - Unit 5 Seated Coach, Club Car, Accessible Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach; and Unit 6 - Seated Coach, Club Car, Accessible Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Accessible Coach; and
- Clause 6.1.1.4 of the MSA shall be deleted and replaced as follows:
 Highland Service (Rake 4) - Unit 7 Seated Coach, Club Car, Accessible Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach; and Unit 8 - Seated Coach, Club Car, Accessible Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Sleeper Coach, Accessible Coach; and

Paragraph 4.1 of Schedule 1 Part A shall be deleted and replaced as follows:

4.1 Train Configuration

4.1.1 The Manufacturer acknowledges that the Operator has identified four types of coach to operate the passenger services on the Caledonian Sleeper Franchise Network. These types of coach are classified as follows:

4.1.1.1 Sleeper Coach

4.1.1.2 Club Car

4.1.1.3 Seated Coach (including a luggage area and the guard's accommodation area)

4.1.1.4 Accessible Coach

The defined term "Coach" shall mean any one of the above.

The basic service pattern to be operated by the Operator requires the following configurations to be operated in each direction:

Highland Sleeper

Euston – Fort William 2 x Sleeper + 1 x Accessible +

(1 x Club Car + 1 x Seated Coach Edinburgh – Fort William only)

Euston – Inverness 5 x Sleeper + 1 x Club Car + 1 x Seated + 1 x Accessible

Euston – Aberdeen 2 x Sleeper + 1 x Club Car + 1 x Seated + 1 x Accessible

Lowland Sleeper

Euston – Edinburgh 4 x Sleeper + 1 x Club Car + 1 x Seated + 2 x Accessible

Euston – Glasgow 5 x Sleeper + 1 x Club Car + 1 x Seated + 1 x Accessible

The following table sets out the requirements for service and spare vehicle numbers to be manufactured and supplied by the Manufacturer.

Coach Type	Required for Service	Spare vehicles
Accessible Coach	12	2
Seated Coach	9	2
Sleeper Coach	36	4
Club Car	9	1
Total	66	9

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): Impact reflected in the CAF detailed programme v1.10


Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s): Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of £ - increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion		
3	PAC/QPAC Unit 1		
4	Final Acceptance Unit 1		
5	PAC/QPAC Unit 2		
6	Final Acceptance Unit 2		

7	PAC/QPAC Unit 3		
8	Final Acceptance Unit 3		
9	PAC/QPAC Unit 4		
10	Final Acceptance Unit 4		
11	PAC/QPAC Unit 5		
12	Final Acceptance Unit 5		
13	PAC/QPAC Unit 6		
14	Final Acceptance Unit 6		
15	PAC/QPAC Unit 7		
16	Final Acceptance Unit 7		
17	PAC/QPAC Unit 8		
18	Final Acceptance Unit 8		

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____ Signature:  _____
Date: _____ Date: _____
Owner's Director Operator's Project Director

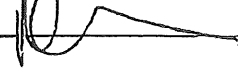
Variation accepted by Manufacturer
Signature: _____ Designation: _____
Date: _____ Manufacturer's Contract Manager

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 08																								
CONTRACT NO:																									
MANUFACTURE AND SUPPLY AGREEMENT																									
PART C																									
Description of Variation:																									
Removal of the universal toilet from, and addition of the club coach seating to, the mock up.																									
Comments: Mock up only																									
Related Variation Proposal: VP08	Dated:																								
<p>Agreement Effect(s): None (other than in respect of the effects as noted below)</p> <p>Contract Price Effect(s):</p> <p>Specification Effect(s): None</p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s): None</p> <p>Other Effect(s):</p> <p>Paragraph 5.2.1.5 (Paragraph 6) of Schedule 2 shall be deleted and replaced with:</p> <p><i>A transportable full size interior mock-up will be manufactured incorporating the floor, bodyside and ceiling sections. The mock-up will include one en-suite berth, one wheelchair-accessible berth, 2 cradle seats and 6 club coach seats. It will also show the location and form of PIS displays and signage on the bodyside exterior.</i></p> <p>Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of ... increasing the milestone amounts by:</p>																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>#</th> <th>Milestone</th> <th>Amount (£)</th> <th>% Split</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Contract Signature</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>Design Completion</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>PAC/QPAC Unit 1</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Final Acceptance Unit 1</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>PAC/QPAC Unit 2</td> <td></td> <td></td> </tr> </tbody> </table>		#	Milestone	Amount (£)	% Split	1	Contract Signature	N/A	N/A	2	Design Completion			3	PAC/QPAC Unit 1			4	Final Acceptance Unit 1			5	PAC/QPAC Unit 2		
#	Milestone	Amount (£)	% Split																						
1	Contract Signature	N/A	N/A																						
2	Design Completion																								
3	PAC/QPAC Unit 1																								
4	Final Acceptance Unit 1																								
5	PAC/QPAC Unit 2																								

6	Final Acceptance Unit 2	[Redacted]	[Redacted]
7	PAC/QPAC Unit 3	[Redacted]	[Redacted]
8	Final Acceptance Unit 3	[Redacted]	[Redacted]
9	PAC/QPAC Unit 4	[Redacted]	[Redacted]
10	Final Acceptance Unit 4	[Redacted]	[Redacted]
11	PAC/QPAC Unit 5	[Redacted]	[Redacted]
12	Final Acceptance Unit 5	[Redacted]	[Redacted]
13	PAC/QPAC Unit 6	[Redacted]	[Redacted]
14	Final Acceptance Unit 6	[Redacted]	[Redacted]
15	PAC/QPAC Unit 7	[Redacted]	[Redacted]
16	Final Acceptance Unit 7	[Redacted]	[Redacted]
17	PAC/QPAC Unit 8	[Redacted]	[Redacted]
18	Final Acceptance Unit 8	[Redacted]	[Redacted]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____ Signature:  _____
Date: _____ Date: _____
Owner's Director Operator's Project Director

Variation accepted by Manufacturer

Signature: _____ Designation: _____
Date: _____ Manufacturer's Contract Manager

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 09			
CONTRACT NO:				
MANUFACTURE AND SUPPLY AGREEMENT				
PART C				
Description of Variation:				
Removal of nappy changing table from all standard toilets and changes to scope of en-suite toilets.				
Comments: All standard toilets (40 of across the fleet) and all en-suite toilets (268 across the fleet) affected by this variation.				
Related Variation Proposal: VP09	Dated:			
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): </p> <p>Specification Effect(s):</p> <p>Paragraph 8.5.20.1 to 8.5.20.15 (inclusive) of Schedule 1 (Part A) shall be deleted and replaced with:</p> <p>8.5.20: In addition to any mandatory equipment, each toilet shall be fitted with the following:</p>				
Clause	Requirement	Standard Toilets	PRM Toilets	En-suite Shower/Toilets
8.5.20.1	A toilet bowl lid catch that holds up the lid when the train is in motion;	x	x	x
8.5.20.2	A flush device that (subject to risk assessment) is visible when the toilet seat is in the raised position;	x	x	
8.5.20.3	A device to freshen the air by the addition of a pleasant fragrance;	x	x	x
8.5.20.4	A sink and a tap that provides warm water at a temperature suitable for hand washing	x	x	
8.5.20.5	A warm air hand drying facility that effectively dries hands within 20	x	x	

	seconds;			
8.5.20.6	A mirror with tamper proof fixings;	x	x	
8.5.20.7	A soap dispenser;	x	x	
8.5.20.8	A toilet roll dispenser;	x	x	x
8.5.20.9	A system for disposal of sanitary towels;	x	x	x
8.5.20.10	A nappy changing facility;		x	
8.5.20.11	Two hooks for coats and bags;	x	x	x (one hook on the outside; one hook on the inside)
8.5.20.12	A litter bin;	x	x	
8.5.20.13	Support grab handles;	x	x	x
8.5.20.14	Suitable lighting; and	x	x	x
8.5.20.15	Smoke alarm.	x	x	x

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): None

Maintenance Effect(s):

impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]	[REDACTED]
5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]

13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

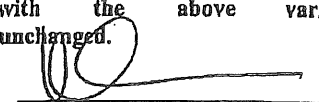
You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____ Signature: [Signature]
Date: _____ Date: _____
Owner's Director Operator's Project Director

Variation accepted by Manufacturer

Signature: _____ Designation: _____
Date: _____ Manufacturer's Contract Manager

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 10
CONTRACT NO:	
MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation:	
Removal of the erroneous mention of cabs and marker lamps, in relation to essential and emergency systems.	
Comments: All vehicles affected by this variation	
Related Variation Proposal: VP10	Dated:
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): ██████████</p> <p>Specification Effect(s):</p> <p>Paragraph 10.1.4.1 of Schedule 1 Part A shall be deleted and replaced with:</p> <p>10.1.4.1 reduced and emergency lighting (for saloon and emergency egress);</p> <p>Paragraph 10.1.4.3 of Schedule 1 Part A shall be deleted and replaced with:</p> <p>10.1.4.3 tail lamps;</p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s): None</p> <p>Other Effect(s): None</p>	
<p>You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.</p> <p>Signature: _____ Signature: </p> <p>Date: _____ Date: _____</p> <p align="center">Owner's Director Operator's Project Director</p>	

Variation accepted by Manufacturer

Signature: _____ Designation: _____
Date: _____ **Manufacturer's Contract Manager**

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 12
CONTRACT NO:	
MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation:	
Change from real time to remote diagnostics of communications (CCTV, TCMS).	
Comments:	
Related Variation Proposal: VP12	Dated:
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): ██████████</p> <p>Specification Effect(s):</p> <p>The following paragraphs in Schedule 1 Part A shall be deleted and replaced as follows:</p> <ul style="list-style-type: none"> • 9.3.8.5 CCTV <ul style="list-style-type: none"> (a) Cycling CCTV display (b) Selectable CCTV display (required to be possible to select a specific camera in the TCMS) (c) Automatic selection of appropriate camera upon fire alarm or emergency comms activation <p>10.1.6 Not used</p> <p>10.8.19 The system shall provide passenger emergency alarm facilities at each vestibule and in locations defined by CR Loc & Pas TSI. Each passenger alarm shall have an integrated or co-located discrete two-way voice communication between the train crew and the passenger at that alarm location.</p> <p>10.12.1 Each Seated Coach shall be equipped with an OTDR that monitors all vehicles in the Train within which it is coupled and complies with applicable standards.</p> <p>10.13.1 An Ethernet communication is to be used for Train Communication Networks, reference BS EN 61375-1:2012, BS EN 61375-2-5 and BS EN 61375-3-4. The TMS and PIS have mission critical roles and their TCN networks shall use redundant backbones. Individual Coaches shall feature a bypass function in case of total power failure; operation of bypass after inauguration shall not cause coach letter assignments to change.</p> <p>10.14.2 Each Train shall be equipped with a train management system (TMS), located in each Seated Coach and the information from the TMS will be made available on the MMI in real time.</p>	

10.14.4 The TMS shall be capable of generating, receiving and storing information on the Train status and location. In the event of any failure or defect of the TMS, it shall be possible to continue to operate the Train in passenger service in compliance with mandatory standards.

10.14.8 The TMS shall record location and time at stations and at pre-set waypoints along the journey for later download (locally or remotely). Real time train location shall be available to be remotely accessed. 10.14.9 The TMS shall monitor and display relevant information to train crew in the control area of the Seated Coach

10.14.11 The TMS shall have remote diagnostics which will enable the TMS to be accessed on demand and information on status and on faults to be received to support maintenance activities. Faults database shall be possible to be updated remotely after a complete reset of the TMS. 10.15.16 All necessary off train software and equipment required to extract, view, print and interpret CCTV images shall be provided.

10.16.3 On detection of fire or smoke, the information, including the location within the Train shall be recorded by the TMS for later download (locally and remotely, but not both in parallel).

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): None

Maintenance Effect(s):

impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s): None

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature: _____

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____

Manufacturer's Contract Manager

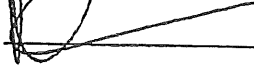
Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 14			
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT				
PART C				
Description of Variation: Provision of a shoe polisher in each Club Car (fleet total of 10).				
Comments:				
Related Variation Proposal: VP14	Dated:			
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): [REDACTED]</p> <p>Specification Effect(s): Paragraph 9.2.10 of Schedule 1 Part A shall be added with: <i>9.2.10 – Each Club Car shall include a Shoe Polisher in one vestibule end of the vehicle.</i></p> <p>Contract Programme Effect(s): Estimated first delivery of a shoe polisher is 6 months after the date of notice to proceed</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.</p> <p>Other Effect(s): Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the milestone amounts by:</p>				
#	Milestone	Amount (£)	%	Split
1	Contract Signature	N/A		N/A
2	Design Completion	[REDACTED]		[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]		[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]		[REDACTED]
5	PAC/QPAC Unit 2	[REDACTED]		[REDACTED]

6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____ Signature: 
Date: _____ Date: _____
Owner's Director Operator's Project Director

Variation accepted by Manufacturer

Signature: _____ Designation: _____
Date: _____ Manufacturer's Contract Manager

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 15
CONTRACT NO:	
MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation:	
Provision of a 'do not disturb' function in each double bed berth, including accessible double bed berth. The control function in each berth should be a rotary or toggle switch which will be clearly labelled to identify the status of the indicator and it shall be un-illuminated. The exterior indicator shall be an LED light above the door.	
Comments:	
Related Variation Proposal: VP15	Dated:
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): [REDACTED]</p> <p>Specification Effect(s):</p> <p>A new paragraph 9.1.16 of Schedule 1 Part A shall be added as follows:</p> <p><i>9.1.16 – Each double bed berth, included but not limited to the PRM berths, shall have a means inside the berth of illuminating an indicator in the corridor to indicate to train staff that the passenger does not want to be disturbed. The control in the berth shall be un-illuminated and give a clear indication of the status of the exterior indicator.</i></p> <p>A new paragraph 9.5.6 of Schedule 1 Part A shall be added as follows:</p> <p><i>9.5.6 – The exterior of each double bed berth, included but not limited to the PRM berths, shall be equipped with an illuminated "do not disturb" sign which can be controlled from the inside of the berth. The control shall provide positive indication that the sign is illuminated, such indication shall minimise light pollution within the berth.</i></p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s):</p> <p>impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.</p> <p>Other Effect(s):</p> <p>Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the</p>	

milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]	[REDACTED]
5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature:  _____

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____

Manufacturer's Contract Manager

Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 19												
CONTRACT NO:													
MANUFACTURE AND SUPPLY AGREEMENT													
PART C													
Description of Variation:													
The implementation of an integrated boiler into each of the 40 x Sleeper Coaches and 11 x Seated Coaches.													
Comments: Sleeper and Seated vehicles affected by this variation.													
Related Variation Proposal: VP19	Dated:												
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): ██████████</p> <p>Specification Effect(s):</p> <p>A new paragraph 9.1.15 of Schedule 1 Part A shall be added as follows: <i>9.1.15 – Each Sleeper Coach shall include an integrated hot water boiler capable of heating water to at least 90degrees Celsius. This boiler will be connected to a 50 litre water storage tank that will feed the boiler with fresh water.</i></p> <p>A new paragraph 9.3.10 of Schedule 1 Part A shall be added as follows: <i>9.3.10 – Each Seated Coach shall include an integrated hot water boiler capable of heating water to at least 90degrees Celsius. This boiler will be connected to a 50 litre water storage tank that will feed the boiler with fresh water.</i></p> <p>Schedule 13 shall be amended as follows: The following Sleeper cars / Cabins line item shall be added:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 33%;">Column 1</th> <th style="width: 33%;">Column 2</th> <th style="width: 33%;">Column 3</th> </tr> </thead> <tbody> <tr> <td>Water Boilers</td> <td>N/A</td> <td>Any one boiler not available</td> </tr> </tbody> </table> <p>The following Seated Car line item shall be added:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 33%;">Column 1</th> <th style="width: 33%;">Column 2</th> <th style="width: 33%;">Column 3</th> </tr> </thead> <tbody> <tr> <td>Water Boilers</td> <td>N/A</td> <td>Any one boiler not available</td> </tr> </tbody> </table>		Column 1	Column 2	Column 3	Water Boilers	N/A	Any one boiler not available	Column 1	Column 2	Column 3	Water Boilers	N/A	Any one boiler not available
Column 1	Column 2	Column 3											
Water Boilers	N/A	Any one boiler not available											
Column 1	Column 2	Column 3											
Water Boilers	N/A	Any one boiler not available											

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): Impact reflected in the CAFE detailed programme v1.10

Maintenance Effect(s):

impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
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5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
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12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

You are hereby authorised to proceed with the above variation.
All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature: _____

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____

Date: _____

Manufacturer's Contract Manager

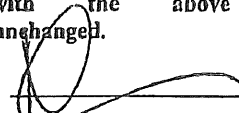
Authority for Variation to Contract

VARIATION ORDER	NUMBER: 20
CONTRACT NO:	
MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation:	
CAF to provide price and programme impact for the provision of seat back tables on all Seated Coach seats (including provision of tables for use by those occupying bulkhead seats) and the Seated Coach wheelchair space.	
Comments: Seated vehicles affected by this variation.	
Related Variation Proposal: VP20	Dated:
Agreement Effect(s): None (other than in respect of the Specification as noted below)	
Contract Price Effect(s): [REDACTED]	
Specification Effect(s):	
A new paragraph 9.3.11 of Schedule 1 Part A shall be added as follows:	
<i>9.3.11 – Each seat and the wheelchair space shall have access to a table (where doing so will not prevent compliance with the PRM-TSI for wheelchair turning space). This table shall be either:</i>	
<i>a) A seat back table on the seat in front.; or</i>	
<i>b) A table which can be stowed enabling a wheelchair user to access or egress the adjacent wheelchair space, in accordance with the PRM-TSI; or</i>	
<i>c) A fixed table where there is no seat in front. Such tables shall have a feature which creates space to allow easier access to and from the seat when the table is not in use;</i>	
<i>provided in each case that there shall be no requirement for a table where that table would interfere with the use of wheelchair turning space (as set out in the relevant PRM-TSI).</i>	
Contract Programme Effect(s): None	
Expected Delivery Date Effect(s): None	
Expected Provisional Acceptance Date Effect(s): None	
Maintenance Effect(s):	
impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.	
Other Effect(s):	
Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the milestone amounts by:	

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]	[REDACTED]
5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature:  _____

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____

Manufacturer's Contract Manager

Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 21
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: Provision of First Aid Boxes in all of the Seated, Club and Sleeper Coaches and Emergency Tools in all of the Seated Coaches. CAF to provide spaces and storage for First Aid Boxes with contents of boxes and supplies to be procured by the Operator.	
Comments: Seated, Club and Sleeper vehicles affected by this variation.	
Related Variation Proposal: VP21	Dated:
Agreement Effect(s): None (other than in respect of the Specification as noted below) Contract Price Effect(s): XXXXXXXXXX Specification Effect(s): Paragraph 12.4 of Schedule 1 Part A shall be added with: 12.4 Operations <i>12.4.1 – BS85911-1 First aid boxes and mountings shall be provided and clearly labelled. The following size boxes shall be provided</i> <i>a) Seated Coach – medium</i> <i>b) Club Car (Galley) – medium</i> <i>c) Sleeper Coach (Service points) – small</i> <i>The contents of the boxes shall be provided by the Operator.</i> <i>12.4.2 An emergency tool cupboard shall be provided in each Seated Coach which shall be clearly labelled contain the following:</i> <i>a) 10m of 18mm Nylon rope</i> <i>b) 1 x Multi-purpose saw (BR part number 039/052076)</i> <i>c) 1 x 1500mm crowbar</i> Contract Programme Effect(s): None Expected Delivery Date Effect(s): None Expected Provisional Acceptance Date Effect(s): None Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once	

this Variation Order is signed.

Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [redacted] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[redacted]	[redacted]
3	PAC/QPAC Unit 1	[redacted]	[redacted]
4	Final Acceptance Unit 1	[redacted]	[redacted]
5	PAC/QPAC Unit 2	[redacted]	[redacted]
6	Final Acceptance Unit 2	[redacted]	[redacted]
7	PAC/QPAC Unit 3	[redacted]	[redacted]
8	Final Acceptance Unit 3	[redacted]	[redacted]
9	PAC/QPAC Unit 4	[redacted]	[redacted]
10	Final Acceptance Unit 4	[redacted]	[redacted]
11	PAC/QPAC Unit 5	[redacted]	[redacted]
12	Final Acceptance Unit 5	[redacted]	[redacted]
13	PAC/QPAC Unit 6	[redacted]	[redacted]
14	Final Acceptance Unit 6	[redacted]	[redacted]
15	PAC/QPAC Unit 7	[redacted]	[redacted]
16	Final Acceptance Unit 7	[redacted]	[redacted]
17	PAC/QPAC Unit 8	[redacted]	[redacted]
18	Final Acceptance Unit 8	[redacted]	[redacted]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature: 

Date: _____
Owner's Director

Date: _____
Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____
Manufacturer's Contract Manager

Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 22
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: Changes to the HVAC Temperature Controls.	
Comments:	
Related Variation Proposal: VP22	Dated:
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): [REDACTED]</p> <p>Specification Effect(s):</p> <p>Paragraph 9.2.7 of Schedule 1 Part A shall be deleted and replaced with: 9.2.7 – Each Club Car shall include a control area where trains systems can be managed and monitored. The systems to be monitored shall include the Train Management System (TMS), public address, passenger information system, CCTV, fire alarm, passenger entertainment, train lighting, water, waste management and monitoring system, HVAC and the Cabin door locking system. This control area shall be integrated within or adjacent to the area allocated for the galley.</p> <p>Paragraph 10.6.3 of Schedule 1 Part A shall be deleted and replaced with: 10.6.3 – The interior set point temperature in all general access areas shall be adjustable by maintenance staff and modes selectable by traincrew via the HMI. The interior set point temperature in all sleeping berths adjustable by passenger. Adjustable ranges shall be in accordance with BS EN 13129-1:2002.</p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.</p> <p>Other Effect(s):</p> <p>Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the</p>	

milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]	[REDACTED]
5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature:  _____

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____

Manufacturer's Contract Manager

Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 23
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: Changes to the quantity, configuration and positioning of catering equipment.	
Comments:	
Related Variation Proposal: VP23	Dated:
Agreement Effect(s): None (other than in respect of the Specification as noted below)	
Contract Price Effect(s): 	
Specification Effect(s):	
<ul style="list-style-type: none"> ◦ Paragraph 8.8 of Schedule 1 Part A shall be deleted and replaced with: <i>8.8 – Each Seated and Sleeper Coaches shall have adequate space to accommodate storage (including suitable restraints) and use of shore based trolley catering services.</i> ◦ Paragraph 9.1.3 of Schedule 1 Part A shall be deleted and replaced with: <i>9.1.3 – Each catering service point shall have sufficient working space and the following properly working equipment each of a quality and standard appropriate to the design and layout of the relevant area:</i> <ul style="list-style-type: none"> - 1 x water boiler - 1 x holding oven suitable for 24 meal trays - 1 x fridge - 2 x trolley stowage ◦ Paragraph 9.2.5 of Schedule 1 Part A shall be deleted and replaced with: <i>9.2.5 – Each Club Car shall include a galley area with sufficient working space and the following properly functioning equipment each of a quality and standard appropriate to the design and layout of the relevant area:</i> <ul style="list-style-type: none"> - 1 x microwave oven with grill - 1 x microwave oven - 1 x water boiler - 1 x bean to cup coffee machine + 1 x milk reservoir - 4 x refrigerated trolley stowage - 2 x non-refrigerated trolley stowage - 1 x fridge - 1 x dishwasher - 1 x ice machine - 1 x toaster 	

VP23 – Catering Equipment

Page 1 of 4

Serco in Confidence

- 1 x Holding oven capable of holding a wide range of cooked foods
- 1 x programmable convection oven
- 1 x sink
- 1 x sink dedicated for hand-washing only
- 3 x Atlas boxes

Appropriately designed and good quality working surfaces shall be provided in relevant areas and sufficient and legally compliant ventilation shall be installed to ensure the good air quality within the galley is maintained at all times.

- Schedule 13 shall be amended as follows:

The following Club Car line item shall be deleted:

Column 1	Column 2	Column 3
Microwave / combi oven	N/A	No oven available No microwave available In relation to other food preparation equipment, no such equipment is available

And shall be replaced with:

Column 1	Column 2	Column 3
Galley catering equipment	Total loss of all galley functions	Loss of functionality of an item of catering equipment.

The following Sleeper cars / Cabins line item shall be added:

Column 1	Column 2	Column 3
Catering Service Point	N/A	Loss of functionality of catering equipment.
Water boiler	N/A	Boiler not available

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): Impact reflected in the CAF detailed programme v1.10

Maintenance Effect(s):

impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

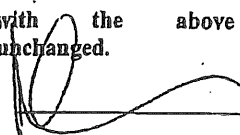
Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [redacted] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[redacted]	[redacted]
3	PAC/QPAC Unit 1	[redacted]	[redacted]
4	Final Acceptance Unit 1	[redacted]	[redacted]
5	PAC/QPAC Unit 2	[redacted]	[redacted]
6	Final Acceptance Unit 2	[redacted]	[redacted]
7	PAC/QPAC Unit 3	[redacted]	[redacted]
8	Final Acceptance Unit 3	[redacted]	[redacted]
9	PAC/QPAC Unit 4	[redacted]	[redacted]
10	Final Acceptance Unit 4	[redacted]	[redacted]
11	PAC/QPAC Unit 5	[redacted]	[redacted]
12	Final Acceptance Unit 5	[redacted]	[redacted]
13	PAC/QPAC Unit 6	[redacted]	[redacted]
14	Final Acceptance Unit 6	[redacted]	[redacted]
15	PAC/QPAC Unit 7	[redacted]	[redacted]
16	Final Acceptance Unit 7	[redacted]	[redacted]
17	PAC/QPAC Unit 8	[redacted]	[redacted]
18	Final Acceptance Unit 8	[redacted]	[redacted]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature: 

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer


Signature: _____

Designation: _____

Date: _____

Manufacturer's Contract Manager

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 24
CONTRACT NO:	
MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: CAF to modify the encoding of RFID cards by external encoder instead of by TMS.	
Comments:	
Related Variation Proposal: VP24	Dated:
Agreement Effect(s): None (other than in respect of the Specification as noted below)	
Contract Price Effect(s): 	
Specification Effect(s): Paragraph 9.1.6 of Schedule 1 Part A shall be deleted and replaced with: <i>9.1.6 – All Cabin doors are to be lockable by passengers. The Operator will encode the key and pair it with the berth door lock with a programming unit, that can be used with a standard laptop or tablet (not included in CAF scope) and can be stored in the seated and club coach, or at the berth lock with a master key card. The passenger will then be free to use the key during the journey. The passenger will then hand it back at the end of the journey. If the passenger keeps the key at the end of their journey it will no longer operate any relevant door on the train once the door lock system has been reprogrammed. For the next journey new keys will be encoded and paired with the allocated berth door, or the key from the previous journey can be used if it has been returned.</i>	
Paragraph 9.5.4 of Schedule 1 Part A shall be deleted and replaced with: <i>9.5.4 – All Cabin doors are to be lockable by passengers. The Operator will encode the key and pair it with the berth door lock with a programming unit, that can be used with a standard laptop or tablet (not included in CAF scope) and can be stored in the seated and club coach, or at the berth lock with a master key card. The passenger will then be free to use the key during the journey. The passenger will then hand it back at the end of the journey. If the passenger keeps the key at the end of their journey it will no longer operate any door on the train once the door lock system has been reprogrammed. For the next journey new keys will be encoded and paired with the allocated berth door where required, or the key from the previous journey can be used if it has been returned.</i>	
Schedule 7 of the MSA (special tools) shall be modified to include: RFID programming unit – 26 RFID master programming units - 7 This is 1 per Club Car (11), 1 per Seated Coach (10), plus 1 per maintenance servicing location (5).	
Contract Programme Effect(s): None	

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): None

Maintenance Effect(s):

impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]	[REDACTED]
5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature:  _____

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____

Date: _____

Manufacturer's Contract Manager

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 27
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
<p>Description of Variation:</p> <p>Capturing the vehicle layout changes as noted in the previously drafted, and now superseded, Variation Proposals:</p> <p>VP03 – Reduction in Toilets VP04 – Club Coach Layout Changes VP05 – Sleeper Coach Layout Changes VP06 – Accessible Coach Layout Changes</p> <p>Additionally, this VP includes the proposed layout changes to all Seated Coaches and removes the clauses within Schedule 1 relating to Pod Seats.</p> <p>The proposed changes include:</p> <ul style="list-style-type: none"> • Increasing the Seated Coach provision from 30 to 31 seats • Reduction in the overall quantity of toilets across the New Train Fleet. • Changes to the Club Car to increase seating provision to 30 seats, provision of individual tables at the stool seats and removal of the stand-up bar area. Additionally, to provide confirmation of the number of 3 pin sockets and USB sockets required within each Club Coach, Guards Area and Staff rest Area. • Changes to the Sleeper Coach to increase the provision of en-suite accommodation thus reducing the number of standard berths (resulting in an overall reduction in berths). <p>Changes to Accessible Coaches to change configuration and remove the 6 Pod Flatbeds and instead include 3 Berths, including double bed berths and acknowledge allocation to service patterns.</p>	
Comments: All vehicles (75 coaches) affected by this variation.	
Related Variation Proposal: VP27	Dated:

<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): ██████████</p> <p>Specification Effect(s):</p> <p>Paragraph 8.5.1 of Schedule 1 Part A shall be deleted and replaced with:</p> <p><i>Each Sleeper Coach shall be fitted with 1 controlled emission toilet.</i></p> <p><i>Each Seated Coach shall be fitted with 1 wheelchair accessible controlled emission toilet.</i></p>
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Each Accessible Coach shall be fitted with 2 wheelchair accessible controlled emission toilets.

Club Car Coaches shall have no toilets.

Paragraph 9.3.1 of Schedule 1 Part A shall be deleted and replaced with:

9.3.1 – The seated area of the Seated Coach shall contain a minimum of 31 reclining Cradle Seats of a quality and comfort appropriate to a long distance overnight journey plus one wheelchair space.

Paragraph 5.2.4 of Schedule 1 Part A shall be added with:

5.2.4 Where toilets are installed, the Coaches shall be capable of fully retaining all waste and odour (including grey water waste) to enable compliance with paragraph 8.5.5 of this Schedule 1, between servicing on all Primary Routes and service patterns.

Paragraph 9.2.1 of Schedule 1 Part A shall be deleted and replaced with:

9.2.1 – Each Club Car shall provide a seated area for a minimum of 29 people, which includes a wheelchair user (30 if there are no wheelchair users, noting that 2 seats are 'tip up' seats) in various seating combinations that include tables for 2 and 4 along with an option for communal seating / dining.

Paragraph 9.2.3 of Schedule 1 Part A shall be deleted and replaced with:

9.2.3 – A minimum of 7 x 3 pin power sockets and 7 x USB sockets shall be provided at the stool seating in the Club Car with a further 4 in excess of those required for fixed catering equipment in the galley area.

Paragraph 9.2.9 of Schedule 1 Part A shall be deleted and replaced with:

9.2.9 – Each Club Car shall provide 7 x stool seats with individual tables. Each seat should have 3 fixed positions, allowing users to face their own table, share a table with the person adjacent or face into the corridor.

Paragraph 1.5.9 of Schedule 1 Part A shall be deleted and replaced with:

1.5.9 – Not used.

Paragraph 9.1.1 of Schedule 1 Part A shall be deleted and replaced with:

9.1.1 – There shall be 10 Cabins in each Sleeper Coach - 6 x Ensuite Berths and 4 x Berths.

Paragraph 9.1.2 of Schedule 1 Part A shall be deleted and replaced with:

9.1.2 – Each Sleeper Coach shall include a catering service point area enclosed behind a door. Provision of contents and catering equipment and supplies for this area shall be as per paragraph 8.8, 9.1.3 and 9.1.15 of this Schedule 1.

Paragraph 9.1.4 of Schedule 1 Part A shall be deleted and replaced with:

9.1.4 – Each Sleeper Coach catering service point shall include 2 x 3 pin power sockets and 2 x USB sockets.

Paragraph 1.4.2 of Schedule 1 Part A shall be deleted and replaced with:

1.4.2 – 2 x 3 pin power sockets and 4 x USB sockets

Paragraph 1.5.5 of Schedule 1 Part A shall be deleted and replaced with:

1.5.5 – 2 x 3 pin power sockets and 4 x USB sockets

Clause 4.5.2 of the MSA shall be deleted and replaced with:

4.5.2 – Each Accessible Coach has sleeping accommodation for two people which is compliant with the Persons with Reduced Mobility Technical Specification for Interoperability. The configuration of the Coaches to allow

provision of sleeping accommodation for two or more persons which is compliant with the Persons with Reduced Mobility Technical Specification for Interoperability within a Rake, Unit or other formation is the responsibility of the Operator.

Paragraph 4.1.2 of Schedule 1 Part A shall be deleted and replaced with:

4.1.2 – Each service pattern detailed above shall meet the PRM-TSI requirements. This will require not less than two wheelchair accessible Berths in an Accessible Coach with two wheelchair accessible toilets and one wheelchair accessible space with a wheelchair accessible toilet in a Seated Coach for each service pattern. More details are provided in paragraph 9 (Coach Specific Requirements).

Paragraph 9.3.2 of Schedule 1 Part A shall be deleted and replaced with:

9.3.2 – Each service pattern detailed in paragraph 4.1 shall meet the PRM-TSI requirements. This will require one wheelchair accessible space and a wheelchair accessible toilet in the Seated Coach for each service pattern serving Fort William, Inverness, Aberdeen, Glasgow and Edinburgh.

Paragraph 9.5.1 of Schedule 1 Part A shall be deleted and replaced with:

9.5.1 – Each Accessible Coach should contain 1 x wheelchair accessible Berth, identical to those installed in the Sleeper Coach in terms of fixtures fittings and functionality, except that it shall be accessible and suitable for use by Persons with Reduced Mobility (PRM). The Berth shall be compliant with PRM-TSI requirements for wheelchair accessible sleeping accommodation.

Paragraph 9.5.2 of Schedule 1 Part A shall be deleted and replaced with:

9.5.2 – Each Accessible Coach should contain 2 x Berths identical to those installed in the Sleeper Coach in terms of fixtures fittings and functionality.

Paragraph 9.5.3 of Schedule 1 Part A shall be deleted and replaced with:

9.5.3 – Each service pattern detailed in paragraph 4.1 shall meet the PRM-TSI requirements. This will require no fewer than 2 wheelchair accessible Berths in an Accessible coach with 2 wheelchair accessible toilets.

Paragraph 9.5.5 of Schedule 1 Part A shall be deleted and replaced with:

9.5.5 – Each Accessible Coach should contain 2 x additional wheelchair accessible toilets that are identical in terms of fixtures fittings and functionality to those described in paragraph 8.5.

Paragraph 9.5.7 of Schedule 1 Part A shall be added with:

9.5.7 – Each Accessible Coach should contain 2 x double bed Ensuite Berths (which include an upper-bed). Each berth shall be identical to those installed in the Sleeper Coach in terms of fixtures fittings and functionality.

Paragraph 9.5.8 of Schedule 1 Part A shall be added with:

9.5.8 – Each Accessible Coach should contain 1 x wheelchair accessible double bed Berths, (which include an upper-bed). Each berth shall be identical to those installed in the Sleeper Coach in terms of fixtures fittings and functionality, except that it shall be accessible and suitable for use by Persons with Reduced Mobility (PRM). The Berth shall be compliant with PRM-TSI requirements for wheelchair accessible sleeping accommodation.

Paragraph 9.4 of Schedule 1 Part A shall be deleted and replaced with: *9.4 – not used*

Paragraph 9.4.1 of Schedule 1 Part A shall be deleted and replaced with: *9.4.1 – not used*

Paragraph 9.4.2 of Schedule 1 Part A shall be deleted and replaced with: *9.4.2 – not used*

Paragraph 9.4.3 of Schedule 1 Part A shall be deleted and replaced with: *9.4.3 – not used*

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): Impact reflected in the CAF detailed programme v1.10

Maintenance Effect(s):

impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [redacted] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[redacted]	[redacted]
3	PAC/QPAC Unit 1	[redacted]	[redacted]
4	Final Acceptance Unit 1	[redacted]	[redacted]
5	PAC/QPAC Unit 2	[redacted]	[redacted]
6	Final Acceptance Unit 2	[redacted]	[redacted]
7	PAC/QPAC Unit 3	[redacted]	[redacted]
8	Final Acceptance Unit 3	[redacted]	[redacted]
9	PAC/QPAC Unit 4	[redacted]	[redacted]
10	Final Acceptance Unit 4	[redacted]	[redacted]
11	PAC/QPAC Unit 5	[redacted]	[redacted]
12	Final Acceptance Unit 5	[redacted]	[redacted]
13	PAC/QPAC Unit 6	[redacted]	[redacted]
14	Final Acceptance Unit 6	[redacted]	[redacted]
15	PAC/QPAC Unit 7	[redacted]	[redacted]
16	Final Acceptance Unit 7	[redacted]	[redacted]
17	PAC/QPAC Unit 8	[redacted]	[redacted]
18	Final Acceptance Unit 8	[redacted]	[redacted]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature: 

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____

Manufacturer's Contract Manager

Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 28
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: Operator requested modifications to the vehicles from that which was agreed as part of Schedule 1 Output Specification, of the signed Manufacture and Supply Agreement (MSA).	
Comments: All vehicles (75 coaches) affected by this variation.	
Related Variation Proposal: VP28	Dated:
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): [REDACTED]</p> <p>Specification Effect(s):</p> <p>Paragraph 9.1.17 of Schedule 1 Part A shall be added with: <i>9.1.17 – Berth walls adjacent to the beds shall be finished in materials, including (a) Harris Tweed of the design previously provided to the Manufacturer; and (b) leather, in order to provide a soft surface which is not cold to the touch. Where the Manufacturer believes, acting reasonably, that it is not possible to use Harris Tweed for these purposes because compliance with laws and regulations prevent such use, then the Manufacturer shall identify and source an appropriate alternative material of analogous composition and design to the Harris Tweed proposed and shall agree use of the same with the Operator who shall not unreasonably object.</i></p> <p>Paragraph 9.1.18 of Schedule 1 Part A shall be added with: <i>9.1.18 – Decorative wall lighting shall be included in the Sleeper Coach corridor.</i></p> <p>Paragraph 9.1.19 of Schedule 1 Part A shall be added with: <i>9.1.19 – Each berth shall have decorative lighting around the window, controlled independently of the main berth lights.</i></p> <p>Paragraph 9.1.20 of Schedule 1 Part A shall be added with: <i>9.1.20 – Each berth shall include 3 holders for mobile devices, so these can be safely stowed when charging.</i></p> <p>Paragraph 9.1.21 of Schedule 1 Part A shall be added with: <i>9.1.21 – Decorative lighting shall be applied to the vestibule of the Sleeper Coaches.</i></p> <p>Paragraph 9.1.22 of Schedule 1 Part A shall be added with: <i>9.1.22 – Not Used</i></p> <p>Paragraph 9.1.23 of Schedule 1 Part A shall be added with: <i>9.1.23 – Decorative lighting shall be applied to the standard toilet exterior walls.</i></p>	

Paragraph 9.2.12 of Schedule 1 Part A shall be added with:

9.2.12 – Decorative lighting shall be applied to the exterior galley walls (from the bodyside to the galley door).

Paragraph 9.2.13 of Schedule 1 Part A shall be added with:

9.2.13 – Decorative wall lighting shall be included in the Club Car saloon.

Paragraph 9.2.14 of Schedule 1 Part A shall be added with:

9.2.14 – Vestibule walls adjacent to the interior doors shall be finished in materials to provide a soft surface which is not cold to the touch.

Paragraph 9.3.12 of Schedule 1 Part A shall be added with:

9.3.12 – Cradle seats shall be finished in leather.

Paragraph 9.3.13 of Schedule 1 Part A shall be added with:

9.3.13 – The headrest of the Cradle seat shall have a sliding mechanism to adjust the height at passengers' discretion. The headrest shall be finished in leather.

Paragraph 9.5.9 of Schedule 1 Part A shall be added with:

9.5.9 – Berth walls adjacent to the beds shall be finished in materials, including (a) Harris Tweed of the design previously provided to the Manufacturer; and (b) leather, in order to provide a soft surface which is not cold to the touch. Where the Manufacturer believes, acting reasonably, that it is not possible to use Harris Tweed for these purposes because compliance with laws and regulations prevent such use, then the Manufacturer shall identify and source an appropriate alternative material of analogous composition and design to the Harris Tweed proposed and shall agree use of the same with the Operator who shall not unreasonably object.

Paragraph 9.5.10 of Schedule 1 Part A shall be added with:

9.5.10 – Decorative wall lighting shall be included in the Accessible Coach corridor.

Paragraph 9.5.11 of Schedule 1 Part A shall be added with:

9.5.11 – Each berth shall have decorative lighting around the window, controlled independently of the main berth lights.

Paragraph 9.5.12 of Schedule 1 Part A shall be added with:

9.5.12 – Each berth shall include 3 holders for mobile devices, so these can be safely stowed when charging.

Paragraph 9.5.13 of Schedule 1 Part A shall be added with:

9.5.13 – Decorative lighting shall be applied to the vestibule of the Accessible Coaches.

Paragraph 1.4.4 of Schedule 1 Part A shall be deleted and replaced with:

1.4.4 – basin with a plug and a much improved hot and cold water supply;

Paragraph 1.4.17 of Schedule 1 Part A shall be added with:

1.4.17 – each basin in the berth shall have suitable fixings to enable the operator to fit a toiletries tray.

Paragraph 1.5.7 of Schedule 1 Part A shall be deleted and replaced with:

1.5.7 – basin with a plug and a much improved hot and cold water supply;

Paragraph 1.5.15 of Schedule 1 Part A shall be added with:

1.5.15 – each basin in the berth shall have suitable fixings to enable the operator to fit a toiletries tray.

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): None

Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [redacted] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[redacted]	[redacted]
3	PAC/QPAC Unit 1	[redacted]	[redacted]
4	Final Acceptance Unit 1	[redacted]	[redacted]
5	PAC/QPAC Unit 2	[redacted]	[redacted]
6	Final Acceptance Unit 2	[redacted]	[redacted]
7	PAC/QPAC Unit 3	[redacted]	[redacted]
8	Final Acceptance Unit 3	[redacted]	[redacted]
9	PAC/QPAC Unit 4	[redacted]	[redacted]
10	Final Acceptance Unit 4	[redacted]	[redacted]
11	PAC/QPAC Unit 5	[redacted]	[redacted]
12	Final Acceptance Unit 5	[redacted]	[redacted]
13	PAC/QPAC Unit 6	[redacted]	[redacted]
14	Final Acceptance Unit 6	[redacted]	[redacted]
15	PAC/QPAC Unit 7	[redacted]	[redacted]
16	Final Acceptance Unit 7	[redacted]	[redacted]
17	PAC/QPAC Unit 8	[redacted]	[redacted]
18	Final Acceptance Unit 8	[redacted]	[redacted]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature: 

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer


Signature: _____

Designation: _____

Manufacturer's Contract Manager

Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: VP30
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: The inclusion of an additional CCP point within the galley area of the Club Car and the removal of the infotainment screen from the Club Car.	
Comments: Club Car vehicles (10 coaches) affected by this variation.	
Related Variation Proposal: VP30	Dated:
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): </p> <p>Specification Effect(s):</p> <p>Paragraph 9.2.2 of Schedule 1 Part A shall be deleted and replaced with: <i>9.2.2 Not used</i></p> <p>Paragraph 10.8.11 of Schedule 1 Part A shall be deleted and replaced with: <i>10.8.11 The PIS system hardware and internal displays shall be capable of displaying text, pictograms and high quality video information.</i></p> <p>Paragraph 10.8.13 of Schedule 1 Part A shall be deleted and replaced with: <i>10.8.13 A control and communication point (CCP) shall be provided in each Coach to allow the train crew to select emergency or other announcements to meet the requirements of standards, legislation, customer service and good practice. The Club Coach shall have a second CCP in the galley. Each CCP shall have an associated display allowing status and information to be provided to the train crew. The CCP shall be co-located or integrated with the communication handset.</i></p> <p>Paragraph 10.11.7 of Schedule 1 Part A shall be deleted and replaced with: <i>10.11.7 Not used</i></p> <p>Paragraph 11 of Schedule 1 Part A shall be deleted and replaced with: 11. Signalling and Train Communications</p> <p>Each Seated Coach and Club Car guard's area shall be equipped with wired audio link connecting train crew with the locomotive driver. The system will consist of:</p> <p>11.1 An analogue audio signal: 600 Ohm at 0 dB</p> <p>11.2 1 x potential-free digital contact: To inform the driver about an incoming audio call from the crew member</p> <p>11.3 1 x potential-free digital contact: To inform the crew member about an incoming audio call from the driver in the locomotive</p> <p>11.4 Bell code dispatching signals will be provided by utilising the wired audio link; and whatever other systems</p>	

are required to obtain the Safety Certificate to operate the New Train Fleet.

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): None

Maintenance Effect(s):


impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [redacted] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[redacted]	[redacted]
3	PAC/QPAC Unit 1	[redacted]	[redacted]
4	Final Acceptance Unit 1	[redacted]	[redacted]
5	PAC/QPAC Unit 2	[redacted]	[redacted]
6	Final Acceptance Unit 2	[redacted]	[redacted]
7	PAC/QPAC Unit 3	[redacted]	[redacted]
8	Final Acceptance Unit 3	[redacted]	[redacted]
9	PAC/QPAC Unit 4	[redacted]	[redacted]
10	Final Acceptance Unit 4	[redacted]	[redacted]
11	PAC/QPAC Unit 5	[redacted]	[redacted]
12	Final Acceptance Unit 5	[redacted]	[redacted]
13	PAC/QPAC Unit 6	[redacted]	[redacted]
14	Final Acceptance Unit 6	[redacted]	[redacted]
15	PAC/QPAC Unit 7	[redacted]	[redacted]
16	Final Acceptance Unit 7	[redacted]	[redacted]
17	PAC/QPAC Unit 8	[redacted]	[redacted]
18	Final Acceptance Unit 8	[redacted]	[redacted]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____ Signature: 

Date: _____ Date: _____
 Owner's Director Operator's Project Director

Variation accepted by Manufacturer


Signature: _____ Designation: _____
 Manufacturer's Contract Manager

Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 31
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: To increase the bicycle storage capacity from 6 to 10, which accommodates the additional 4 bicycles to be stored in bicycle bags.	
Comments: Seated Car vehicles (11 coaches) affected by this variation.	
Related Variation Proposal: VP31	Dated:

Agreement Effect(s): None (other than in respect of the Specification as noted below)

Contract Price Effect(s): 

Specification Effect(s):

Paragraph 9.3.4 of Schedule 1 Part A shall be deleted and replaced with:

9.3.4 *The Seated Coach shall:*

(a) *have exterior windows fitted with blinds (which can be opened and closed) the dimensions of such windows are indicated on the relevant Coach Layout;*

(b) *incorporate a luggage/freight storage area;*

(c) *contain a cycle rack capable of safely and efficiently storing a minimum of six (6) fully assembled bicycles and four (4) bicycles held in bicycle bags (the provision of bicycle bags shall be the responsibility of the Initial Operator) and a luggage storage rack for at least twenty (20) suitcases. The luggage storage rack shall be designed to be flexible such that it can also cater for one bicycle held in a bicycle bag and storage of up to sixteen (16) suitcases; and*

(d) *have a storage area designed to accommodate (i) the equivalent of 3 x bicycles; and (ii) the transportation of palletised freight, and/or linen for use on the train and/or additional passenger baggage.*

Contract Programme Effect(s): None

Expected Delivery Date Effect(s): None

Expected Provisional Acceptance Date Effect(s): None

Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.

Other Effect(s):

Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [redacted] increasing the milestone amounts by:

#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[redacted]	[redacted]
3	PAC/QPAC Unit 1	[redacted]	[redacted]
4	Final Acceptance Unit 1	[redacted]	[redacted]
5	PAC/QPAC Unit 2	[redacted]	[redacted]
6	Final Acceptance Unit 2	[redacted]	[redacted]
7	PAC/QPAC Unit 3	[redacted]	[redacted]
8	Final Acceptance Unit 3	[redacted]	[redacted]
9	PAC/QPAC Unit 4	[redacted]	[redacted]
10	Final Acceptance Unit 4	[redacted]	[redacted]
11	PAC/QPAC Unit 5	[redacted]	[redacted]
12	Final Acceptance Unit 5	[redacted]	[redacted]
13	PAC/QPAC Unit 6	[redacted]	[redacted]
14	Final Acceptance Unit 6	[redacted]	[redacted]
15	PAC/QPAC Unit 7	[redacted]	[redacted]
16	Final Acceptance Unit 7	[redacted]	[redacted]
17	PAC/QPAC Unit 8	[redacted]	[redacted]
18	Final Acceptance Unit 8	[redacted]	[redacted]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature: 

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____
Manufacturer's Contract Manager

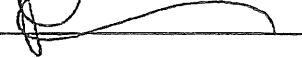
Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 32		
CONTRACT NO:			
MANUFACTURE AND SUPPLY AGREEMENT			
PART C			
Description of Variation:			
To remove the need to install Call for Aid facilities from all Standard Toilets across all vehicles and amend so as to cover only PRM toilets.			
Comments: All standard toilets affected by this variation.			
Related Variation Proposal: VP32	Dated:		
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): [REDACTED]</p> <p>Specification Effect(s):</p> <p>Paragraph 8.5.19 of Schedule 1 Part A shall be deleted and replaced with: 8.5.19 A CFA device shall be provided in each PRM toilet to provide discrete two-way voice communication between the guard or customer service staff and the passenger.</p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s):</p> <p>impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.</p> <p>Other Effect(s):</p> <p>Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the milestone amounts by:</p>			
#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]	[REDACTED]

5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

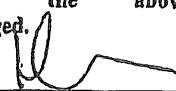
You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____ Signature:  _____
Date: _____ Date: _____
Owner's Director Operator's Project Director

Variation accepted by Manufacturer

Signature: _____ Designation: _____
Date: _____ Manufacturer's Contract Manager

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 33
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
Description of Variation:	
<p>In order to ensure consistency of track quality, CAF propose to utilise the Dynamic Testing facility in Velim to perform noise testing. Testing will be carried out to ensure compliance with the TDR (Track Decay Rate) and roughness standard. CAF will demonstrate the requirement of 73 dB(A) whilst travelling at 100mph with the gangway doors open.</p>	
Comments:	
Related Variation Proposal: VP33	Dated:
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): ██████████</p> <p>Specification Effect(s):</p> <p>Paragraph 7.5.1.1 of Schedule 1 Part A shall be deleted and replaced with:</p> <p>7.5.1.1 66 dB (A) at head positions when sleeping, seated and standing in sleeping and seating areas, as measured in accordance with BS EN ISO 3381:2011, when travelling at 100 mph in open air with all auxiliary systems running. 73 dB (A) at standing positions in vestibules with the gangway doors opened, as measured in accordance with BS EN ISO 3381:2011, when travelling at 100 mph in open air with all auxiliary systems running.</p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.</p> <p>Other Effect(s): None</p>	
<p>You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.</p>	
<p>Signature: _____</p> <p>Date: _____</p> <p align="center">Owner's Director</p>	<p>Signature:  _____</p> <p>Date: _____</p> <p align="center">Operator's Project Director</p>
<p>Variation accepted by Manufacturer</p> <p>Signature: _____ Designation: _____</p> <p>Date: _____ Manufacturer's Contract Manager</p>	

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 35		
CONTRACT NO:			
MANUFACTURE AND SUPPLY AGREEMENT			
PART C			
Description of Variation:			
External PIS displays to have white text.			
Comments:			
Related Variation Proposal: VP35	Dated:		
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): [REDACTED]</p> <p>Specification Effect(s):</p> <p>Paragraph 10.8.9 of Schedule 1 Part A shall be deleted and replaced with:</p> <p>10.8.9 A platform facing side display shall be installed adjacent to each external door for the purpose of displaying the coach letter in accordance with PRM - TSI. The text on the display shall be white.</p> <p>Paragraph 10.8.10 of Schedule 1 Part A shall be deleted and replaced with:</p> <p>10.8.10 Each side of every Coach shall be equipped with a platform facing display to show destination and stopping stations, this display may be combined with the coach letter display. The display shall be operated whilst the Train is on platform, it shall enter a power saving mode and may become blank in the journey between stations. The text on the display shall be white.</p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s):</p> <p>impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.</p> <p>Other Effect(s):</p> <p>Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the milestone amounts by:</p>			
#	Milestone	Amount (£)	%

			Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]	[REDACTED]
5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]
7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____

Signature: 

Date: _____

Date: _____

Owner's Director

Operator's Project Director

Variation accepted by Manufacturer

Signature: _____

Designation: _____

Manufacturer's Contract Manager

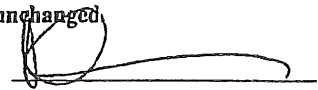
Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 36		
CONTRACT NO:			
MANUFACTURE AND SUPPLY AGREEMENT			
PART C			
Description of Variation: CAF to provide Defibrillators on each Club Car.			
Comments: Each Club Car (10 of) affected by this variation.			
Related Variation Proposal: VP36	Dated:		
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): [REDACTED]</p> <p>Specification Effect(s): Paragraph 9.2.11 of Schedule 1 Part A shall be added with: 9.2.11 Each Club Car shall have a battery operated defibrillator with suitable labelling to identify its location.</p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.</p> <p>Other Effect(s): Schedule 8 to be re-issued in due course incorporating the Contract Price Effect of [REDACTED] increasing the milestone amounts by:</p>			
#	Milestone	Amount (£)	% Split
1	Contract Signature	N/A	N/A
2	Design Completion	[REDACTED]	[REDACTED]
3	PAC/QPAC Unit 1	[REDACTED]	[REDACTED]
4	Final Acceptance Unit 1	[REDACTED]	[REDACTED]
5	PAC/QPAC Unit 2	[REDACTED]	[REDACTED]
6	Final Acceptance Unit 2	[REDACTED]	[REDACTED]

7	PAC/QPAC Unit 3	[REDACTED]	[REDACTED]
8	Final Acceptance Unit 3	[REDACTED]	[REDACTED]
9	PAC/QPAC Unit 4	[REDACTED]	[REDACTED]
10	Final Acceptance Unit 4	[REDACTED]	[REDACTED]
11	PAC/QPAC Unit 5	[REDACTED]	[REDACTED]
12	Final Acceptance Unit 5	[REDACTED]	[REDACTED]
13	PAC/QPAC Unit 6	[REDACTED]	[REDACTED]
14	Final Acceptance Unit 6	[REDACTED]	[REDACTED]
15	PAC/QPAC Unit 7	[REDACTED]	[REDACTED]
16	Final Acceptance Unit 7	[REDACTED]	[REDACTED]
17	PAC/QPAC Unit 8	[REDACTED]	[REDACTED]
18	Final Acceptance Unit 8	[REDACTED]	[REDACTED]

You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.

Signature: _____ Signature: 

Date: _____ Date: _____

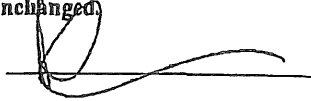
Owner's Director **Operator's Project Director**

Variation accepted by Manufacturer

Signature: _____ Designation: _____
Manufacturer's Contract Manager

Date: _____

Authority for Variation to Contract

VARIATION ORDER	NUMBER: 41
CONTRACT NO: MANUFACTURE AND SUPPLY AGREEMENT	
PART C	
Description of Variation: Removing the contractual requirement for gaps between adjacent Cradle Seats.	
Comments: Each Seated vehicle (11 of) affected by this variation.	
Related Variation Proposal: VP41	Dated:
<p>Agreement Effect(s): None (other than in respect of the Specification as noted below)</p> <p>Contract Price Effect(s): [REDACTED]</p> <p>Specification Effect(s): Paragraph 8.4.8 of Schedule 1 Part A shall be deleted and replaced with: 8.4.8 In the Seated Coach, the seat width shall be maximised up to the bottom of the headrest without unnecessary tapering.</p> <p>Contract Programme Effect(s): None</p> <p>Expected Delivery Date Effect(s): None</p> <p>Expected Provisional Acceptance Date Effect(s): None</p> <p>Maintenance Effect(s): impact on the MSA Maintenance star chart to be integrated into the next Maintenance Plan version, once this Variation Order is signed.</p> <p>Other Effect(s): None</p>	
<p>You are hereby authorised to proceed with the above variation. All other terms of the Manufacture and Supply Agreement remain unchanged.</p>	
Signature: _____ Date: _____ Owner's Director	Signature:  Date: _____ Operator's Project Director
Variation accepted by Manufacturer Signature: _____ Designation: _____ Date: _____ Manufacturer's Contract Manager	