

Report to: Police Authority
Agenda item: 4
Date: 27 September 2012
Subject: Chief Executive Report
Sponsor: Chief Executive
For: Information

1. Purpose of Paper

- 1.1 The purpose of this report is to summarise the work of the Executive since the last Police Authority meeting.

2. PSA and Charging Update

- 2.1 The wording of the PSA to be effective from 1 April 2013 has been circulated to Members out of committee for comment. The main feedback was to ensure that all ATOC comments had been adequately addressed. Together with the Authority Finance Director, I have had several meetings with ATOC and at the end of August I met with Andy Odell, Gary Cooper and Mark Philips of ATOC. They agreed the wording which we are now both content with, although it does not include all the changes requested by ATOC. We have sent a copy of the PSA to the DfT for approval and have flagged the issues in para 2.2 to 2.7.
- 2.2 The objective of the PSA is essentially to raise revenue to defray the cost of policing the railways. It reflects the RTSA 2003 Section 33 in that there is provision for ensuring that the

Department and Authority are not exposed to the risk of non payment through Section 5 of the PSA. We have flagged up to the DfT that a minority of the industry are of the view that it should be constructed in the form of a service contract so more should be said about the services provided. The Authority has taken the view that the Act is clear on the decision on the provision of service - it is defined through the plan of the year in accordance with the Strategic Plan. We have incorporated this within the PSA in the interpretation and have also made provision for local plans where the Authority considers appropriate. This has been well received by the majority of the industry.

- 2.3 We have also flagged up to the DfT that there is concern in the industry about the amount the Authority could levy through this PSA. This arises from the increases in 2007/8 arising from the need to invest in the BTP to provide an effective and efficient service. This risk is mitigated for the industry by the Authority having to publish a strategy which by definition requires a medium term forecast of costs in accordance with Section 55 of the Act. The performance required is determined by Section 52 of the Act and the predicted proportion each PSA holder pays for the next five years is given to each PSA holder in accordance with Part 3 Schedule 4 of the Act. Consultation is required by the Act to inform these decisions. This approach is coherent with the view that there should be no contractual remedy where a public law remedy exists.
- 2.4 Another issue raised with the DfT is that there is concern about the variation in charge brought about by changes to the cost allocation model. The Authority must have freedom to change the model to reflect changes for example in franchise, deployments etc. if it is to comply with Section 33 of the Act.

That said with Network Rail and the Train Operating Companies having their contributions allocated by the same model the variation is likely to be small unless there are major changes which materially change the proxy proportions.

- 2.5 There is industry concern that PSA holders who are compliant with their PSAs will be exposed to unlimited financial risk if one or more PSA holders default or refuse to pay. This risk is mitigated by all PSA holders being required to pay by direct debit within 28 days and to agree not to withhold payment during a dispute. Those who fail to comply will be subject to every reasonable endeavour by the Authority to recover the money. They will also be in default of their operating licence since they are not compliant with the PSA. The DfT have been asked to take a view as to when and how they would exercise this sanction.
- 2.6 The assessment of the Authority based on its consultation and discussion with PSA holders is that all PSA holders will accept the agreement with varying degrees of enthusiasm and varying requests for further particulars. There may be some lobbying of individual ministers and senior officials or more concessions but our judgement is the Act precludes this. The risk of judicial review of the process is low.
- 2.7 It is more likely that one of the PSA holders will, once it receives its charge for FY 2013/14, seek arbitration. This judgement is based on this company and the Authority compromising on the charge in 2009 or large increases in charges in 2013/14. When the full charge is applied the PSA holders may take the view it is worth challenging.
- 2.8 This draft of the PSA is attached in appendix A

3. Year End Accounts

- 3.1 The 2011-12 unqualified accounts were laid before Parliament in June in line with our timetable. It is worth noting that this was a month ahead of last year and no major issues were raised with the DfT
- 3.2 The planning process for the 2012-13 accounts has now started and the draft Management Assurance Return for the six months will be submitted to the DfT by 2 November after being reviewed by the Audit Committee and Tribal, our current Internal Auditors.

4. Budget 2012/13

- 4.1 We have received the letter of delegation from the DfT and we are reviewing the scheme of delegation and internal processes to ensure that we adhere to all the required authorisations from the DfT. The approvals from the DfT and Cabinet Office are not quick and we are working with the DfT on a set of timescales that they can adhere to. This has been raised with the Sponsorship Team and the acting Group Finance Director.
- 4.2 We are awaiting formal feedback from the DfT that the net additional spend on the Olympics of £0.8m will be funded.

5. Pan London Agreement

- 5.1 Work continues on the pan London agreement and this will be circulated out of committee for the Members approval. A meeting was held with TfL and the Authority Finance Director on 11 September. A revised draft of the PSA is expected by 24 September. Once this is received a paper will be sent out to all

Members. The only substantive issue outstanding is the treatment of the public liability insurance and we are in discussion with TfL on either a suitable indemnity clause or suitable additional charge.

- 5.2 The Chair and I will be meeting Mike Brown and Steve Burton on 15 October, where we hope to agree the terms and then send to the DfT for approval.

6. Pensions Update

- 6.1 The police officers pension scheme will be valued at 31 December 2012. The previous valuation showed a deficit of £36 million. A recovery plan was agreed and is factored into the budget and the MTFP. The indicative numbers at December 2011 show a deficit of £110 million, which is inclusive of the £36m). The assumptions used are unchanged from the previous valuation. It is believed that the financial effect of the pay assumptions and other financial assumptions can be challenged to reduce but not eliminate the deficit. The funding of the scheme will also be subject to the change in the value of the assets of the scheme between now and 31 December 2012. It is also expected that there will be a new scheme actuary employed by RPMI which will allow a fresh approach to the process.
- 6.2 In addition to this Punter Southall were commissioned by the Authority FD to look at potential ways of bridging any gap, in the light of both Hutton and the changes in the Home Office pension schemes. These have been presented to BTP HR and will also be presented to Howard Collins on 26 September. It is recommended that these be presented to the Authority in December.

- 6.3 The aim will be to have potential changes that can be made to the scheme to either reduce the deficit as part of a recovery plan or if a surplus exists, to strengthen the scheme.

7. Winsor Review of Police Officer and Staff Remuneration and Conditions

- 7.1 The Appointments and Remuneration Committee received a paper on Winsor 2 at its meeting on 31 July which explored the potential implications for BTP. The Winsor Report had suggested April 2013 as the start date for implementation of the Part 2 recommendations but this was expected to slip as there had been a failure to agree and the Police Arbitration Tribunal (PAT) had been called. It was not anticipated that the PAT would make a determination before February 2013 at the earliest.
- 7.2 The initial analysis of the recommendations was that whilst some would be challenging for BTP they were largely supported. The only exception to this was the recommendation to reduce starting pay, as this was considered contrary to the expressed intention of professionalising policing.
- 7.3 The Committee has asked BTP to do further analytical work to determine which recommendations present the most challenge for BTP in terms of cost and implementation. This will help to guide the Committee in understanding the implications of the individual recommendations. BTPA/BTP is not required to adopt all or any of the recommendations, however, the link with Home Office forces pay is well established and the Committee agreed that this should not be broken without thorough evidence based discussion.
- 7.4 The Winsor 2 Report will feed into the pay section of the new Strategy.

8. Member Recruitment

8.1 Following interviews on the 19 July 2012 in Scotland a Submission Report was sent to the DfT for submitting to the Minister and No. 10 Downing Street for approval of recommendation.

9. Contracts

9.1 The Chief Executive signed the following contracts:

- The Rent Review for 140-144 Camden Street - 29.5.12
- The Rent Review Area HQ, Birmingham x 2 - 29.5.12
- Docklands Light Railway Ltd Enhanced PSA x 2 - 26.6.12
- Lease - 1st Hudson Place, Victoria Street, London - 24.7.12
- Lease premises - Lawnswood Junction, London - 13.8.12
- Lease premises - Willesden Junction, London - 13.8.12
- Lease premises - Camden Road Station, London - 13.8.12
- Stamp Duty Land Tax Return, Hudson Place, Victoria - 13.8.12
- Licence to carry out work at 3 Callaghan Square, Cardiff - 13.8.12
- EPSA for Strathclyde Partnership for Transport x 2 - 14.8.12

9.2 Lucy Yasin signed the following contract:

- Service Level Agreement between Civil Service Departments and Accredited NDPBs for Civil Service Learning - 13.7.12

9.3 The Chief Executive signed and sealed the following contracts:

- Lease for 1st Hudson Place, Victoria - 24.7.12
- Licence to carry out work at 3 Callaghan Square, Cardiff - 13.8.12
- EPSA for Strathclyde Partnership for Transport x 2 - 14.8.12

9.4 The Chief Executive and Finance Director sealed and signed the following contracts:

- Railways Pension Scheme - BTPA Engrossments amending rules contribution notes x 2 - 11.6.12
- Docklands Light Railway Ltd Enhanced PSA x 2 - 26.6.12

10. Recommendations

10.1 Members are asked to note this report.

DATED _____ 20[]

BRITISH TRANSPORT POLICE AUTHORITY

- and -

[NAME OF CUSTOMER]

DRAFT / STANDARD FORM POLICE SERVICES AGREEMENT

**An agreement relating to the
provision of police services.**

Draft 23 August 2012/Weightmans LLP

THIS AGREEMENT (“this Agreement”) is made on the day of 20[]

BETWEEN:-

- (1) BRITISH TRANSPORT POLICE AUTHORITY of The Forum, 5th Floor North, 74-80 Camden Street, London NW1 0EG (“the Authority”) and
- (2) [NAME OF CUSTOMER] of [Address] (company number: [to be inserted]) (“the Customer”),

RECITALS:

- 1 The Authority is a body corporate pursuant to section 18 of the Railways and Transport Safety Act 2003 (“the 2003 Act”).
- 2 Section 20(1) of the 2003 Act provides that the Authority shall secure the maintenance of an efficient and effective police force to be known as the British Transport Police Force to police the railways (“the Police Force”).
- 3 Section 33(1) of the 2003 Act provides that the Authority may enter into an agreement, with any person, which provides for matters including for the Police Force to police a railway or railway property in connection with which a customer provides railway services.
- 4 Section 33(2) of the 2003 Act provides that the Authority may not enter into a police services agreement unless a draft is approved in writing by the Secretary of State for Transport (‘the Secretary of State’).
- 5 The draft of this Agreement, which is a police services agreement, has been approved in writing by the Secretary of State pursuant to section 33(2) of the 2003 Act.
- 6 [The Customer provides railway services and has agreed to enter into this Agreement with the Authority] [The Customer is required by section 34 of the 2003 Act and Article 2(1) of the British Transport Police (Police Services Agreement) Order 2004 to enter into a police services agreement].
- 7 The amount of the Customer’s share of the payments to the Authority shall be assessed in accordance with the principles set out in sections 33 (4) and (5) of the 2003 Act.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the definitions set out within it including those listed below apply.

“accounting period” means each of thirteen successive periods of 4 weeks or, in the case of the thirteenth period, approximately 4 weeks within a Financial Year, the first of which commences on the first day of the Financial Year.

“Additional Police Services” means those services undertaken by the Police Force in addition to Police Services and include:

- (i) escorting high value goods or radio active material, and
- (ii) any other service which the Authority may from time to time inform the Customer by notice in writing or by so stating in a Plan for a Year is an Additional Police Service.

“Annual Charge” means the proportion of the Total Cost for the relevant Financial Year payable by the Customer to the Authority but excluding costs payable relating to Additional Police Services.

“Chief Constable” means the person appointed from time to time as Chief Constable of the Police Force pursuant to section 21(1) of the 2003 Act.

“Cost Allocation Model” means the model used by the Authority to assess the level of Annual Charge using such information as is available as the Authority shall from time to time decide is appropriate and as amended from time to time in accordance with this Agreement.

“Effective Date” means the [] day of [] 20[]

“Financial Year” means a period of 12 months commencing on the first of April and ending on the thirty-first of March.

“Franchise Agreement” means the [concession] [franchise] granted to the Customer by the [Secretary of State] [other] for the period from the day of [] 20[] to operate certain railway services, a brief description of which is [].

“Plan for a Year” means the plan issued by the Authority pursuant to section 52 of the 2003 Act as supplemented by any local plans which the Authority deems necessary, setting out the proposed arrangements for policing the railways during the Financial Year to which the plan applies consistent with the Three-year Strategy Plan.

“Police Services” means those services, which do not include Additional Police Services, which are undertaken by the Police Force with the aim to ensure the efficient and effective policing of the railways and include services undertaken in relation to maintaining law and order and safety including:

- (i) anti-terrorism;
- (ii) the prevention and detection of crime;
- (iii) the keeping of the peace;
- (iv) the bringing of offenders to justice;
- (v) the rendering of support to the victims of crime;
- (vi) providing any aid to other police forces; and
- (vii) any other services as may be referred to from time to time as Police Services in the applicable Plan for a Year.

“Provisional Total Cost” means in respect of any Financial Year the sum which shall be estimated by the Authority or the Secretary of State as the expected expenditure by the Authority for that year set out in the budget required under paragraph 19 of Schedule 4 to the 2003 Act at or before the start of that Financial Year.

“railway” means as stated in section 75(1) of the 2003 Act.

“railway property” means as stated in section 75(3) of the 2003 Act.

“railway services” means as stated in section 75(2) of the 2003 Act.

“Termination Date” means the date on which this Agreement terminates.

“Three-year Strategy Plan” means the plan in which the Authority, before the beginning of each consecutive period of three years, sets out the Authority’s

medium term and long term strategies for policing the railways during that period pursuant to Section 55 of the 2003 Act.

“Total Cost” means in respect of any Financial Year the sum, calculated after the end of the that Financial Year, which is the total of all the actual expenditure incurred by the Authority in defraying the expenses of the Authority for that Financial Year including all the costs of providing for a reserve for contingencies as contemplated by section 33(5)(c) of the 2003 Act and all the costs incurred in providing the Police Services and Additional Police Services for that Financial Year.

“VAT” means value added tax charged under the Value Added Tax Act 1994.

“working day” means any day other than a Saturday or a Sunday or a day which is a public holiday in England.

- 1.2 Headings are to be ignored for the purposes of construction.
- 1.3 Unless the context requires otherwise the word “including” shall be construed as meaning “including without limitation” and the words “include” and “includes” shall be construed similarly.
- 1.4 Any reference to a statute includes reference to it as may be amended or consolidated or re-enacted from time to time and to any byelaw, statutory instrument, subordinate legislation, order, notice or regulation deriving validity from it.
- 1.5 Unless the context requires otherwise the singular includes the plural and the plural includes the singular.

2 DURATION

This Agreement shall commence on the Effective Date and may be terminated in accordance with clause 3.

3 TERMINATION

- 3.1 This Agreement may be terminated by the Authority at any time by giving to the Customer at least three years’ notice in writing specifying the Termination Date.
- 3.2 This Agreement shall be terminated without the need for any notice:

(a) [at the same time as termination (by effluxion of time or otherwise) of the Franchise Agreement; or]

(b) [if the Customer ceases to provide railway services.]

3.3 This Agreement may be terminated at any time by agreement in writing between the parties specifying a Termination Date.

4 OBLIGATIONS OF THE AUTHORITY

4.1 The Authority shall provide the Police Services to the Customer from the Effective Date.

4.2 The Authority shall act in a reasonable and timely way and in good faith in respect of its rights and obligations under this Agreement.

4.3 Any Additional Police Services to be supplied to the Customer will be the subject of a separate police services agreement between the Authority and the Customer.

5 CHARGES

5.1 The Authority shall send to the Customer notice in writing of the amount of the Annual Charge on or about the Effective Date and thereafter on or about the first day of each Financial Year for the duration of this Agreement.

5.2 The Authority shall calculate the Annual Charge using the Provisional Total Cost and applying the Cost Allocation Model. The sum so calculated, and notified in accordance with clause 5.1 may be adjusted in accordance with clause 5.5.

5.3 The Authority shall provide the Cost Allocation Model to the Customer prior to the Effective Date. The Authority may amend the Cost Allocation Model from time to time. Any amendment shall be notified in writing to the Customer and may only take effect in respect of the next Financial Year following that notification.

5.4 The Authority shall assess the Annual Charge for the Customer with the aim to ensure that:

(a) the expenses of the Authority, including those incurred in defraying the expenses of the Police Force, are as nearly as possibly equivalent to the income of the Authority; and

(b) the amount of the Annual Charge approximately reflects the nature and extent of the Police Services likely to be undertaken for the Customer in that year.

5.5 In any Financial Year, if:

(a) the amount of the Total Cost is different to the Provisional Total Cost for any reason;

(b) the Annual Charge did not approximately reflect the nature and extent of the Police Services provided to the Customer;

(c) the expenses of the Authority, including those incurred in defraying the expenses of the Police Force, were not equivalent to the income of the Authority; and/or

(d) the amount invoiced by the Authority to any customer other than the Customer is altered for any reason including a determination in an arbitration pursuant to section 35 of the 2003 Act;

then adjustment may be made to the Annual Charge by the Authority, whether that be an addition or a reduction and whether made before or after the Financial Year to which that Annual Charge relates or before or after the Termination Date.

5.6 Where there is any shortfall or overcharge in any sum invoiced by the Authority whether resulting from an adjustment under clause 5.5 or otherwise that may be corrected by an appropriate addition or reduction to any subsequent invoice sent by the Authority pursuant to clause 6.1 or by a separate invoice or credit note sent by the Authority whether sent before or after the Financial Year to which it relates or before or after the Termination Date.

5.7 For the avoidance of doubt, nothing in this Agreement prevents the Authority from setting the amount of the Annual Charge at a level which:

(a) reflects a surplus of income over expenses in a previous Financial Year (whether or not relating wholly or partly to functions carried out in respect of the Customer);

(b) reflects a deficit in a previous Financial Year (whether or not relating wholly or partly to functions carried out in respect of the Customer); or

(c) reflects a need to reserve funds for contingencies.

5.8 If any customer of the Authority other than the Customer defaults in paying any amount due to the Authority when due (a "Defaulting Customer"), before enforcing the provisions of clause 5.5 to recover part of that amount from the Customer, the Authority shall use such reasonable endeavours it considers appropriate in the circumstances to recover the amount from the Defaulting Customer.

6 PAYMENT AND OTHER OBLIGATIONS OF THE CUSTOMER

6.1 The Authority shall send to the Customer on or about the Effective Date and on or about the first day of each accounting period which comes after the Effective Date and before the Termination Date an invoice for a proportion of the Annual Charge for the relevant Financial Year.

6.2 The Customer shall pay to the Authority the Annual Charge and any other sums invoiced to it by the Authority. Payment shall be made within 28 days of the date of an invoice.

6.3 Any obligation on the Customer to pay any sum to the Authority shall include an obligation to pay VAT in addition if the Authority invoices VAT in addition.

6.4 Each payment due from the Customer shall be made in full and on time and the Customer has no right to make any deduction from or set off against what is due from it to the Authority.

6.5 No dispute as to whether the correct sum has been invoiced shall give the Customer any right to defer or withhold payment of all or any part of any sum invoiced.

6.6 In the event of the Customer failing to pay to the Authority any sum due under this Agreement within 28 days of the date of an invoice, interest shall accrue on all outstanding sums due from the Customer to the Authority at a rate of two percentage points above the base rate of the Bank of England from time to time (calculated on a daily basis without compounding) from, and including, the due date for such payment to, and including, the date of such payment in cleared funds.

6.7 The Customer shall complete the direct debit instruction set out in the Schedule at the time of execution of this Agreement to ensure payments due from the

Customer to the Authority are made direct from a bank account of the Customer to a bank account of the Authority. The Customer may not amend or cancel the direct debit instruction without the prior written consent of the Authority.

- 6.8 If the Authority makes an error in the calculation of any sum payable by the Customer and as a result an overpayment is made by the Customer, the Authority shall promptly repay that sum to the Customer together with interest at a rate of 2 percentage points above the base rate of the Bank of England from time to time (calculated on a daily basis without compounding) from, but excluding, the date payment was made by the Customer to, and including, the date of such repayment in cleared funds.
- 6.9 The Customer shall, provided it is in its possession custody or power, supply to the Authority within 28 days of notice in writing from the Authority such information as the Authority may reasonably request to assist it to calculate the Annual Charge, and the proportion of the Total Cost due from any other customer of the Authority for Police Services.
- 6.10 The Customer shall permit the Police Force to exercise the jurisdiction granted to it pursuant to section 31 of the 2003 Act without delay or hindrance.
- 6.11 To facilitate the provision of the Police Services to the Customer or other customers the Authority may by notice in writing request the Customer to provide suitable premises or other facilities to be used by the Authority or the Police Force. The Customer shall give due consideration to any such notice and shall act in a reasonable and timely way and in good faith in connection with any such notice. The Authority shall pay a reasonable rate for the use of any such premises or other facilities.

7 FORCE MAJEURE

Neither party shall be responsible for any failure or delay in fulfilling its obligations under this Agreement so long as such failure or delay results from any cause beyond its reasonable control including act of God or direction of government or governmental agencies, acts of terrorism or suspected terrorism, war or war conditions, riot or civil commotion, sabotage, adverse weather conditions, strikes or other labour disputes or absence of usual means of communication or transportation and in the event of any failure or delay for any such cause the time for performance of any such obligation shall be extended correspondingly.

8 DUTIES OF THE CHIEF CONSTABLE AND THE AUTHORITY

- 8.1 Nothing in this Agreement affects any of the duties and obligations and powers of the Chief Constable including the overriding obligation of responsibility for the direction and control of the Police Force and any other duties and obligations and powers under the Police Act 1996 and the 2003 Act.
- 8.2 Nothing in this Agreement affects any of the duties and obligations and powers of the Authority including any duties and obligations and powers under the 2003 Act.

9 GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 9.1 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.
- 9.2 Any dispute within section 35(1) of the 2003 Act shall be referred to arbitration pursuant to the procedure provided by section 35 of the 2003 Act.
- 9.3 Subject to clause 9.2, in the event of the Customer failing to pay to the Authority any sum due under this Agreement by the due date for such payment, the Authority may pursue collection by any means, including by issue of proceedings claiming recovery of the debt.

10 MISCELLANEOUS

- 10.1 This Agreement supersedes any previous agreement, arrangement or understanding between the parties in relation to matters dealt with in this Agreement and represents the entire understanding between the parties in relation to such matters. Nothing in this Agreement shall affect any agreement between the parties relating to any Additional Police Services.
- 10.2 This Agreement may be amended at any time by agreement in writing between the Authority and the Customer. Any such amendment shall be effective only if approved in writing by the Secretary of State.
- 10.3 The Authority may assign, transfer, charge or otherwise deal with this Agreement or any part of it including any of its rights and interests in or obligations under this Agreement to any entity approved in writing by the Secretary of State.

10.4 The Customer may not assign, transfer charge or otherwise deal with this Agreement or any part of it including any of its rights and interests in or obligations under this Agreement.

10.5 The following provisions shall remain in force after the Termination Date until any relevant obligations have been discharged: clauses 1, 5, 6, 9, 10 and 11 and any other provisions of this Agreement to the extent relevant to the interpretation of such provisions.

10.6 If any provision in this Agreement is held to be void, illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

10.7 The Authority and the Customer shall execute and deliver all such further instruments and do and perform all such further acts and things as shall be necessary or expedient for the perfecting or carrying out of the provisions of this Agreement.

11 NOTICES

11.1 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand or sent by prepaid first class post or by fax transmission or by email and shall be addressed to the Authority or the Customer, marked for the attention of a senior person by use either of the person's name or job title, at its address stated above the recitals in this Agreement or at a different address as may be stated by notice in writing to the other party from time to time or to a fax number or an email address used at the time the notice is sent by the senior person for whose attention the notice is marked.

11.2 Any notice under this Agreement shall be effective when deemed received. A notice delivered by hand shall be delivered between 09.00 and 17.30 on a working day and shall be deemed received at the time of delivery, a notice sent by prepaid first class post shall be deemed received on the second working day after the date of posting and a notice sent by fax or email shall be deemed received on the working day following the date of transmission.

SCHEDULE

Direct Debit Instruction

[to be inserted]

Signed as a deed by BRITISH
TRANSPORT POLICE
AUTHORITY whose seal was
affixed in the presence of:-

Sign:.....

An authorised officer. Print name:

Signed as a deed by
[insert name of the Customer]

Sign:.....

[director/secretary] Print name:

Sign:.....

[director] Print name:

Completion notes:

1. Date at the top of page 1, the coversheet.
2. Date at the top of page 2.
3. If the customer has a concession or a franchise insert information in the definition of the "Franchise Agreement" and delete the first sentence of recital 6.
4. If the customer does not have a concession or a franchise delete:
 - i. the second sentence of recital 6;
 - ii. the definition 'Franchise Agreement';
 - iii. clause 3.2(a).

5. Insert a date at the definition 'Effective Date'

6. Insert information at the signature blocks.

End of document.