

SCHEDULE 8
REMUNERATION
PART 1 – FEES

1. **Fixed Fee**

- 1.1 The Fixed Fee payable in respect of any Fee Period shall be calculated as the number of days in that Fee Period multiplied by the Daily Rate in respect of that Fee Period, provided that if the Daily Rate in respect of a Fee Period changes during that Fee Period the Fixed Fee payable shall be determined in accordance with the following formula:

(INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION)

where

FF means the Fixed Fee for such Fee Period

D₁ means the number of days in that Fee Period up to (but excluding) the date of the change of Daily Rate

D₂ means the number of days in that Fee Period following (and including) the date of the change of Daily Rate

DR₁ means the Daily Rate applicable prior to the date of change of Daily Rate

DR₂ means the Daily Rate applicable following the date of change of Daily Rate

and if the Daily Rate changes more than once during any Fee Period, the same principles shall apply (mutatis mutandis).

- 1.2 For the purposes of this paragraph 1 the "**Daily Rate**" in respect of a Fee Period means:

- (a) following implementation of Base Service Plan A, the figure set out against column A in the table below opposite the Fee Year in which that Fee Period falls;
- (b) following implementation of Base Service Plan B, the figure set out against column B in the table below opposite the Fee Year in which that Fee Period falls;
- (c) following implementation of Base Service Plan C, the figure set out against column C in the table below opposite the Fee Year in which that Fee Period falls;
- (d) following implementation of Base Service Plan D, the figure set out against column D in the table below opposite the Fee Year in which that Fee Period falls;
- (e) following implementation of Base Service Plan E, the figure set out against column E in the table below opposite the Fee Year in which that Fee Period falls;
- (f) following implementation of Base Service Plan F, the figure set out against column F in the table below opposite the Fee Year in which that Fee Period falls.

Fee Year Commencing	A	B	C	D	E	F
01/04/06	(INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION)					
01/04/07						
01/04/08						
01/04/09						
01/04/10						
01/04/11						
01/04/12						
01/04/13						
01/04/14						
01/04/15						
(until the Fee Period ending 17/10/15)						

1.3 Each of the figures in the table in paragraph 1.2 shall be RPI Indexed.

2. **Revenue Fee**

The Revenue Fee payable in respect of each Period shall be : (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) (RPI Indexed) where:

(INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION)

and where, for each Fee Period:

B = total number of boarding passengers as ascertained by the APCs as adjusted by DLR Limited for period rod malfunction (acting reasonably) and agreed with TfL;

A = total number of alighting passengers as ascertained by the APCs, as adjusted by DLR Limited for period rod malfunction (acting reasonably) and agreed with TfL;

S = an adjustment recognising the passenger services staff, travel safe officers and cleaners undertaking work on the Railway, as advised by DLR Limited from time to time;

Z = the rod error adjustment index, as determined by the rod calibration and advised by DLR Limited from time to time; and

Y = the double count adjustment index, as advised by DLR Limited from time to time.

PART 2 - ADJUSTMENT PAYMENTS

1. Adjustment Payments

An Adjustment Payment shall become payable in the following circumstances:

- 1.1 in any case where DLR Limited has estimated information or data for the purposes of calculation of any Franchise Payment pursuant to Clause 26.3 (Estimates by DLR Limited), within 14 days of receipt by DLR Limited of the actual information or data previously estimated by DLR Limited under Clause 26.3 (Estimates by DLR Limited), DLR Limited shall determine the amount of any Adjustment Payment payable; and
- 1.2 if DLR Limited or the Franchisee become aware that there has been a mistake in the calculation or payment of a Franchise Payment under the terms and provisions of this Agreement other than any Franchise Payment determined pursuant to the Dispute Resolution Procedure (including any mistake which becomes evident to either of them upon reconciliation of the information and data provided at the end of each Fee Period pursuant to Clause 26.1 (Delivery of certificate) and the equivalent information and data relating to the Fee Year into which such Fee Periods fall, but excluding any mistake in the apportionment of fare revenue under the Ticketing Agreements which does not result in an adjusting payment between DLR Limited and TTL and/or TfL) it shall provide to the other details of such mistake. Within 14 days following provision of such details, DLR Limited shall notify the Franchisee of any further information which it reasonably requires in order to determine the amount of any Adjustment Payment required to take account of such mistake (or if no such information is reasonably required, it shall notify the Franchisee of that fact). Within 14 days of such notification, DLR Limited shall determine the amount of any Adjustment Payment payable.

2. Calculation

Any Adjustment Payment payable under paragraph 1 above shall be calculated as follows:

- 2.1 in the case of an Adjustment Payment payable under sub-paragraph 1.1 above, the Adjustment Payment shall be calculated as the amount by which the Franchise Payment or Payments affected by the information or data so estimated by DLR Limited would have differed had the actual information or data been set out in the relevant certificate provided by the Franchisee pursuant to Clause 26.1 (Delivery of certificate); and
- 2.2 in the case of an Adjustment Payment payable under sub-paragraph 1.2 above, the Adjustment Payment shall be calculated as the amount by which the Franchise Payment or Payments affected by such mistake would have differed had such mistake not been made at the time of calculation or payment of such Franchise Payment or Payments,

and, for the avoidance of doubt, no interest shall accrue on any part of the Franchise Payment which is not received in accordance with Clause 26 (Administration of payments) if and to the extent that it is subsequently payable as an Adjustment Payment under this part 2 of schedule 8 (Remuneration).

3. Payment

DLR Limited shall pay to the Franchisee any Adjustment Payment which would have increased the value of a Fee Addition, CSI Fee Addition or Adjustment Payment payable by DLR Limited to the Franchisee or reduced the value of an Adjustment Payment payable by the Franchisee to DLR Limited and the Franchisee shall pay to DLR Limited any Adjustment Payment which would have increased the value of a Fee Deduction, CSI Fee Deduction or Adjustment Payment payable by the Franchisee to DLR Limited or reduced an Adjustment Payment payable by DLR Limited to the Franchisee.

4. **Inclusion in Statement**

- 4.1 DLR Limited shall include the amount of any Adjustment Payment which it has determined in accordance with paragraph 1 above in the next statement which is due for delivery under Clause 26.2 (Delivery of statement) no less than 7 days after the date of such determination or, if there is no such subsequent statement due (including because this Agreement has terminated), the Adjustment Payment will become payable 14 days after the date upon which it was determined by DLR Limited in accordance with paragraph 1 above.

PART 3 - COMPENSATION EVENTS

1. Compensation Events

(INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION).

2. Notice of Compensation Event

The Franchisee shall give DLR Limited notice of a Compensation Event within 14 days of it becoming aware of the occurrence of such Compensation Event setting out details of the Compensation Event. Such notice shall also set out, (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION), the following details:

- 2.1 the works (if any) required as a result of the Compensation Event;
- 2.2 an estimate of the cost of the works referred to in paragraph 2.1 above;
- 2.3 a preferred programme for the implementation of the works referred to in paragraph 2.2 above taking account of Committed Projects and any other activities of the Franchisee and DLR Limited which may be affected by such works;
- 2.4 an explanation of any potential implications or impact of the Compensation Event and/or the works referred to in paragraph 2.1 above on the Franchisee's other obligations under the Franchise Agreements (including its ability to comply with the Service Quality Standards).

3. Variation Procedure

The Franchisee may either in notice of the Compensation Event or by a subsequent notice to be served on DLR Limited within 14 days thereafter provide a notice of Variation under the Variation Procedure. DLR Limited may within 14 days of receipt of notice of a Compensation Event from the Franchisee (or within 14 days of its otherwise becoming aware of the occurrence of such Compensation Event) give notice of Variation under the Variation Procedure. If the Franchisee or DLR Limited serves a notice of Variation under the Variation Procedure then the provisions of the Variation Procedure shall apply.

4. No Liability

Except as otherwise expressly agreed, DLR Limited shall bear no risk or liabilities whatsoever arising from a Compensation Event and accordingly, except as aforesaid, DLR Limited shall have no liability to make any payment in connection with or arising from a Compensation Event other than as agreed or determined pursuant to the Variation Procedure.

PART 4 - VARIATION PROCEDURE

1. Application

- 1.1 Wherever in this Agreement reference is made to a notice of Variation under the Variation Procedure, the provisions of part 4 of this schedule shall apply.
- 1.2 The Franchisee shall take all reasonable steps to mitigate the effects of the relevant Variation so as to minimise any increase in costs and any reduction in revenues resulting from such Variation and shall take all reasonable steps to maximise any decrease in costs and any increase in revenues resulting from such Variation.
- 1.3 If DLR Limited serves notice under Clause 11.2.2 of the Franchise Agreement then, notwithstanding the other provision of this part 4 of schedule 8 (Remuneration), DLR Limited shall not be obliged to pay any Variation Payment in respect of, or in connection with, the costs of replacements, repair, rectification or modification of the relevant Franchise Asset.

2. Notification of Variation

- 2.1 Either party (the "**Proponent**") may, if it is entitled to do so, serve notice of a Variation on the other party (the "**Other Party**"):

(INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION)

- 2.2 Any of the notices referred to in paragraph 2.1 above shall:

- (a) identify the relevant Variation;
- (b) in the case of a Variation to which paragraph 4 below applies, provide details of any mitigation measures being or required to be undertaken by the Franchisee;
- (c) provide the Proponent's estimate of the Variation Payment or Payments payable in respect of the relevant Variation; and
- (d) provide the details required by paragraph 2 of part 3 of this schedule.

3. Determination of Variation Payments

- 3.1 Subject as provided in paragraph 13 below, the Variation Payment or Payments payable from DLR Limited to the Franchisee or by the Franchisee to DLR Limited (as the case may be) in respect of the relevant Variation shall be determined as follows:

(INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION)

- 3.2 The parties acknowledge and agree that the intention of this part 4 is that the effect of a Compensation Event will be dealt with by way of Variation Payment in accordance with clause 3.1. However, in circumstances where it is impossible or unreasonable to deal with the effect by way of Variation Payment only the parties shall endeavour in good faith to agree any other on the amendments to the Franchise Agreement which would be reasonable having regard to the Compensation Event and taking into account any Variation Payments payable under this Part 4. If the parties are unable to agree such effects DLR Limited will determine whether there are any changes to the Franchise Agreement arising from the Compensation Event and shall inform the Franchisee of its decision. If the Franchisee disagrees with all or any of the determinations made by DLR Limited pursuant to this paragraph either party may refer the determinations which are the subject of disagreement to the Dispute Resolution Procedure for resolution.

4. Determination of Capital Expenditure/Fixed Fee Payments

- 4.1 The parties acknowledge that the purpose of this paragraph 4 is to determine Variation Payments in respect of the events referred to this paragraph and that the principle shall be that the Franchisee shall be put in no worse nor better financial position (but, ignoring any effects on the Revenue Fee and ignoring the fact that the Franchisee may be required to pay a Capital Replacement Contribution) as a result of the relevant Variation and that this may result in payments from DLR Limited to the Franchisee or vice versa or an increase or decrease in the level of Fixed Fees having regard to the principles set out in paragraphs 4.6 and 4.7 below.
- 4.2 Following service of a notice by the Proponent under paragraph 2 above in respect of the Variations referred to in paragraphs 3.1 above, the Franchisee shall promptly supply such further supporting information as DLR Limited may reasonably require to determine the Variation Payments resulting from the relevant Variation. Upon the reasonable request of either party, DLR Limited and the Franchisee shall meet to discuss the implications of the Variation.
- 4.3 DLR Limited may specify reasonable steps required to be taken by the Franchisee in order to mitigate the effect of the Variation.
- 4.4 The parties shall use all reasonable endeavours to agree in respect of the Variation the following:
- (a) the appropriate steps to mitigate the effect of the Variation;
 - (b) the amount of the relevant Variation Payments; and
 - (c) the method of payment or settlement of the relevant Variation Payments.
- 4.5 If the parties reach agreement on the matters referred to in paragraph 4.4, then the Variation Payment(s) shall be paid or settled as agreed.
- 4.6 If the parties are unable to reach agreement on any of the matters referred to in paragraph 4.4 within a period of 28 days of the provision of the further information referred to in paragraph 4.2 above, then either may refer the Dispute to the Disputes Resolution Procedure.
- 4.7 Where a Variation to which this clause refers, if implemented, would require the Franchisee to incur additional Capital Expenditure, the Franchisee shall use reasonable endeavours if requested by DLR Limited to raise the finance required to meet such Capital Expenditure on the best terms reasonably available and to the extent that it is able to do so and DLR Limited and the Franchisee acting reasonably have been able to agree an appropriate mechanism for repayment of such borrowings in circumstances where termination of the Agreement occurs prior to the end of the Franchise Term there shall be an appropriate adjustment made to the Fixed Fees in accordance with clause 4.8. To the extent that the Franchisee is unable to raise such finance either at all or on terms acceptable to DLR Limited within 40 days of the agreement or determination of the amount of Capital Expenditure required, or DLR Limited and the Franchisee are unable to agree the appropriate mechanism for repayment on early termination, DLR Limited will, fund such Capital Expenditure by way of lump sum payment(s) to the Franchisee to ensure that the Franchisee, to the extent of any Capital Expenditure, is placed in a position which is no worse and no better than it would have been if the Variation had not occurred (but ignoring any effects on the Revenue Fee and ignoring the fact that the Franchisee may be required to pay a Capital Replacement Contribution). In these circumstances, no adjustment shall be made to the Fixed Fees in respect of the additional Capital Expenditure incurred by the Franchisee.
- 4.8 (a) Where:

- (i) the Franchisee raises finance on terms acceptable to DLR Limited for all or part of the Capital Expenditure required as a result of a Variation thereby incurring financing costs; and/or
- (ii) the Variation will result in the Franchisee incurring additional costs (other than Capital Expenditure) and/or saving costs that it would otherwise have expended,

such additional costs and losses (net of such savings) shall be funded by an adjustment to the Fixed Fees in accordance with this clause 4.8.

- (b) The objective of the procedure set out in paragraph 4.8(a) shall be to ensure that the Franchisee would, by reason of the effect of the Variation be placed in a position which is no worse and no better than it would have been if the Variation had not occurred (but ignoring any effects on the Revenue Fee and ignoring the fact that the Franchisee may be required to pay a Capital Replacement Contribution).

4.9 Notwithstanding any of the provisions of this paragraph 4, the Franchisee shall have no claim for any Variation Payment unless the threshold requirements set out in paragraph 13 below are satisfied.

5. DLR Marginal Base Service Changes

5.1 The Variation Payments payable in respect of any Fee Period following a DLR Marginal Base Service Change shall be calculated as the aggregate increase or decrease in the Minimum Train Kilometres compared in the Base Service Plan for that Fee Period resulting directly from such DLR Marginal Base Service Change multiplied by the Relevant Rate set out in paragraph 5.2 below. Any aggregate increase shall result in a Variation Payment payable by DLR Limited and any aggregate decrease shall result in a Variation Payment payable by the Franchisee.

5.2 Subject to paragraph 5.3, for the purposes of paragraph 5.1 above the "Relevant Rate" in respect of a Fee Year means:

£ per extra Train Kilometre (real terms)									
Fee Year Commencing	01/04/06	01/04/07	01/04/08	01/04/09	01/04/10	01/04/11	01/04/12	01/04/13	01/04/14
(INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION)									

5.3 The parties agree that in circumstances where the Three Car Project involves the running of three car trains on routes other than Bank-Lewisham, the parties shall negotiate in good faith and endeavour to agree amendments to the Relevant Rate to reflect the higher proportion of three car trains which are running on the Railway, and in the event that the parties are unable to agree, the revised Relevant Rate will be determined by the Dispute Resolution Procedure.

6. Mandatory Modifications

6.1 The Variation Payment or Payments payable in respect of a Mandatory Modification shall be the amount or amounts required to reimburse the Franchisee for the actual costs reasonably and properly incurred by the Franchisee and arising directly from replacement, repair, rectification or modification of the Franchise Assets affected by the relevant Variation and/or directly from the provision of Substitute Services required under

paragraph 19 of part 1 of schedule 2 (Passenger Services) as a direct result of the relevant Variation, after deduction of any amounts recoverable by the Franchisee from third parties (including insurers) in respect of such costs.

6.2 Notwithstanding any of the provisions of this paragraph 6, the Franchisee shall have no claim for any Variation Payments unless the threshold requirements set out in paragraph 13 below are satisfied.

7. **Asset Damage Incident**

7.1 The Variation Payment or Payments payable in respect of an Asset Damage Incident shall be the amount or amounts required to reimburse the Franchisee for the actual costs reasonably and properly incurred by the Franchisee and arising directly from replacement, repair, rectification or modification of the Franchise Assets affected by the relevant Variation, after deduction of any amounts recoverable by the Franchisee from third parties (including insurers) in respect of such costs.

7.2 Notwithstanding any of the provisions of this paragraph 7, the Franchisee shall have no claim for any Variation Payments unless the threshold requirements set out in paragraph 13 below are satisfied.

8. **Third Party Disruption**

8.1 The Variation Payment or Payments payable in respect of a Third Party Disruption shall be the amount or amounts required to reimburse the Franchisee for the actual costs reasonably and properly incurred by the Franchisee and arising directly from the provision of Substitute Services required under paragraph 19 of part 1 of schedule 2 (Passenger Services) as a direct result of the relevant Third Party Disruption, after deduction of any amounts recoverable by the Franchisee from third Parties (including insurers) in respect of such costs.

8.2 Notwithstanding any of the provisions of this paragraph 8, the Franchisee shall have no claim for any Variation Payments unless the threshold requirements set out in paragraph 13 below are satisfied.

9. **DLR Works Changes or Additional Projects**

Unless a fixed sum is stated in the Technical Schedule, in which case the Variation Payment shall be such sum, the Variation Payment or Payments payable in respect of DLR Works Changes or Additional Projects shall be determined in accordance with paragraph 4 above (taking into account changes in costs, but ignoring effects on the Revenue Fee, ignoring any payments to be made by the Franchisee in accordance with part 5 of schedule 8 (Remuneration) in respect of its Capital Replacement Contribution and excluding the capital works and any one-off effects associated with such works, including management of works and Resources, including any matters compensated by way of Project Payments and/or Resource Payments.

10. **Change in Property Charges**

10.1 The Variation Payment or Payments payable in respect of a Change in Property Charges shall be the amount in respect of each Fee Period by which the relevant charges payable in that Fee Period have increased or decreased.

10.2 If the Variation Payment corresponds to an increase in such charges, it shall be payable by DLR Limited to the Franchisee. If the Variation Payment correspond to a decrease in the relevant charges, it shall be payable by the Franchisee to DLR Limited.

11. **Insurance Requirement Event**

The Variation Payment or Payments payable in respect of a Insurance Requirement Event shall be the amount payable by the Franchisee for premiums in that Fee Period (including where the payments represent an annual premium) in respect of the insurances required to be taken out under clause 31.1.3 arising as a direct result of such Insurance Requirement Event.

12. Special Services Compensation Event

12.1 The Variation Payments payable in respect of any Fee Period following a Special Services Compensation Event shall be the amount or amounts required to reimburse the Franchisee for the additional actual costs reasonably and properly incurred by the Franchisee and arising directly from providing the services comprising the Special Service Compensation Event net of any benefits from any increased Revenue Fee arising from the Special Service Compensation Event.

12.2 Notwithstanding any provisions of this paragraph 12, the Franchisee shall have no claim for Variation Payments unless the threshold requirement set out in paragraph 13 below have been satisfied.

13. Thresholds

The Franchisee shall not be entitled to any Variation Payment or Payments:

13.1 in respect of a Discriminatory Change in Law, unless and to the extent the aggregate amounts payable whether in respect of Capital Expenditure or a change in Fixed Fees exceed (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) as RPI Indexed.

13.2 in respect of a Mandatory Modification, unless and to the extent the aggregate amount otherwise payable under paragraph 6 above in respect of that Mandatory Modification exceeds (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) as RPI Indexed.

13.3 in respect of an Asset Damage Incident, unless and to the extent the aggregate amount otherwise payable under paragraph 7 in respect of that Asset Damage Incident exceeds (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) as RPI Indexed.

13.4 in respect of an Asset Damage Disruption, unless and to the extent the aggregate of the amount otherwise payable under paragraph 4 exceeds (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) as RPI Indexed.

13.5 in respect of a Third Party Disruption, unless and to the extent the aggregate amount otherwise payable under paragraph 8 above exceeds (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) as RPI Indexed.

13.6 in respect of a Special Services Compensation Event unless and to the extent the aggregate amount otherwise payable under paragraph 12 above exceeds (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) as RPI indexed.

14. Limitation of Liability

14.1 Subject as provided in 14.2 below and save as expressly set out in the Franchise Agreement, any agreement or determination pursuant to this part 4 as to the amount and or method of payment of or settlement of any Variation Payment shall represent the sole entitlement of the party entitled to the benefit of the Variation Payment (**"the**

Beneficiary") to compensation in relation to the relevant Variation and the Beneficiary shall have no right to make any further claims for compensation as a result of or in connection with the relevant Variation.

- 14.2 Paragraph 14.1 above shall not preclude the Beneficiary from seeking redress at law for any failure by the other party to pay or settle any Variation Payment agreed or determined to be due and payable by such other party to the Beneficiary under this part 4.

PART 5 – CAPITAL REPLACEMENT CONTRIBUTION

1. Capital Replacement Contribution
 - 1.1 The Capital Replacement Contribution of the Franchisee in respect of any Capital Replacement shall be (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION)
 - 1.2 The Capital Replacement Contribution shall become payable by the Franchisee upon completion of an Additional Project in respect of such Capital Replacement in accordance with the provisions of paragraph 3 or 4 (as appropriate) of part 3 of schedule 5 (Capital Projects).
 - 1.3 The aggregate Capital Replacement Contributions payable by the Franchisee shall not be greater than:
 - (a) (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) (RPI Indexed) in any Fee Year; or
 - (b) (INFORMATION EXEMPT FROM DISCLOSURE UNDER SECTION 43(2) OF THE FREEDOM OF INFORMATION) (RPI Indexed) in aggregate over the Franchise Term save that where the Franchise Term is extended pursuant to clause 5.2.2 this amount shall be increased on a pro-rotta basis.

PART 6 - CONTENTS OF CERTIFICATE

The certificate to be provided by the Franchisee under clause 26.1 (Delivery of certificate) shall include the following:

- 1.4 [NOT USED]
- 1.5 details of the Fixed Fee;
- 1.6 any information or data required for the purpose of calculation of any Adjustment Payments payable in accordance with part 2 of this schedule;
- 1.7 any information or data required for the purpose of calculation of any Fee Additions or Deductions of CSI Fee Additions or Deductions payable in accordance with part 4 of schedule 2 (Passenger Services);
- 1.8 any information or data required for the purpose of calculation of any Possession Payments, Resource Payments, Project Payments and Variation Payments;
- 1.9 details of any Ancillary Commercial Revenue;
- 1.10 details of any Capital Replacement Contribution payable by the Franchisee.