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John Sarson
Rail Industry Advisor
London Southend Airport
Southende Airport
Southend on Sea
Essex
SS2 6YF

27 March 2015

Dear John,

AGREEMENTS BETWEEN STOBART AND ABELLIO GREATER ANGLIA (AGA)

It has been some time since we met and agreed the interim extension to our agreement with you which ceases on the 17th May. We have been reviewing a range of options in the meantime with the various stakeholders involved from our side and I wanted to inform you of the direction of travel we are taking.

AGA proposes that it enters into an ORR approved single Station Access Agreement (SAA) with Stobart Rail Limited as Station Facility Owner (SFO) and Abellio Greater Anglia Ltd as the beneficiary. With effect from the commencement of a new agreement, AGA shall continue to schedule the current timetable for all its trains in passenger service to call at London Southend Airport for the purposes of setting down and picking up passengers. Using a standard template the SAA will provide an incentive to continually review overcrowding and where appropriate implement further train strengthening or targeted timetable enhancements, in collaboration with Stobart. This will also allow joint marketing and partnership working with the aim to grow the passenger numbers using the rail link.

We are in the process of submitting this proposal as part of our formal submission to the ORR. I am happy to take on board any thoughts or comments you may have regarding our stance on this.

Finally, if the engagement with the ORR and the formal process takes us beyond the May deadline then I am happy to apply for a further extension to the current agreement with the ORR to enable the process to run its course through to determination. I assume that Stobart Rail Limited will be happy with this?

Yours sincerely,



Andy Camp
Commercial Director

telephone (0) 7767 311 186
email Andrew.Camp@abelliogreateranglia.co.uk

Stobart Rail

Mr A Camp
Abellio Greater Anglia
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22 October 2014

Dear Andrew

Agreements between Abellio Greater Anglia Limited ("AGA"), Stobart Rail Limited ("SRL") and London Southend Airport Company Limited ("LSACL")

Thank you for your letter of 19 September 2014 notifying us that the current suite of arrangements between us relating to Southend Airport Station will not continue beyond the passenger change date in this December and seeking to enter negotiations for new terms. We would be happy to host a meeting at the airport and will be in touch with some proposed dates. I set out below (subject to contract and regulatory approval where relevant) our position in relation to the agreements that will need to take effect on 15 December 2014.

Station Access

Passenger services to the airport station have been designated by the DfT as experimental until 7 July 2016 so, at this stage, we are in a position to make arrangements for station access until 7 July 2016. Discussions about station access for the period from 7 July 2016 until the end of your franchise in October 2016 (or beyond) cannot take place until it is certain that the experimental services are to become permanent.

As a direct result of the DfT's decision in 2011 to designate the services as experimental and following extensive negotiations with the DfT and the ORR, the ORR approved the Stobart Station Access Conditions 2011 (ORR reference SAC/283/01/11/01) which, in particular, set out the terms under which access is to be granted to any beneficiary for the five years during which passenger services to the station are designated as experimental and the structure for calculating charges beyond then.

There are no provisions in the Stobart Station Access Conditions 2011 for any beneficiary to request a review of the arrangements until the fifth anniversary of the date on which passenger services first called at the station. Passenger services first called at the station on 18 July 2011 so there are no provisions for a review until 18 July 2016 at the earliest. 18 July 2016 is a few days after the end of



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Stobart Rail Limited is a company registered in England & Wales, number 2321207 Registered address: Station Green Distributor Park, Longbush Way, Appleton, Warrington, Cheshire, WA4 4TZ

the experimental period. As you may be aware, the terms of the approved Stobart Station Access Conditions 2011 are very important to us as the basis for our investment in and ongoing operation of the station.

Therefore, the terms under which SRL would be willing to provide station access until 6 July 2016 are those originally approved by the ORR in 2011 as set out in the current station access agreement and the Stobart Station Access Conditions 2011.

With regard to the contribution we have been making towards the costs you incur stopping trains at the station, termination of the Operating Agreement committing you to call, brings our obligation to pay this contribution to an end. However, the ORR approved the station access arrangements in 2011 on the basis that a costs contribution would be made where an operating agreement is in place in respect of short run marginal costs. Therefore, provided a station access agreement is agreed on the terms set out above and provided you agree to stop all your services to and from Southend Victoria at the airport station for the unexpired term of the experimental period, we will be willing to continue making the costs contribution on the same terms as those in the current Operating Agreement (subject to the comments on the retailing agent's licence below).

For the avoidance of doubt, you need to be clear that we require payment in full of the various amounts you have failed to pay SRL in accordance with the terms of the current station access agreement and the Stobart Station Access Conditions 2011.

Retailing Agent's Licence

We will need to understand whether or not you are willing to enter into a new Retailing Agent's Licence and, if so, on what terms. We see considerable potential benefits for both of us from pursuing various initiatives to sell more tickets and grow the market for rail from the airport.

If we are unable to come to an agreement about this matter, LSACL will have to make alternative arrangements to sell rail tickets at the station. In that event, we will need to discuss the transition arrangements.

Agreement for preparation and maintenance of accounts

LSACL intends to do its own accounts in future so, in relation to this matter, we just need to discuss handover arrangements.

Yours sincerely



Andrew Tinkler
CEO Stobart Group

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Roger Clements
Operations Director
London Southend Airport
Southend on Sea
Essex
SS2 6YF

19 September 2014

Dear Roger,

Notice of Termination of Agreements

This letter notifies London Southend Airport that the following agreements will not continue post December 2014 Passenger Change Date (14 December 2014). This notice is given with the full knowledge and support of the Department for Transport.

- The Operating Agreement between London Southend Airport Co Limited and Abellio Greater Anglia Limited shall not continue post 14 December 2014
- The Retailing Agent's Licence between London Southend Airport Co Limited and Abellio Greater Anglia Limited will expire at the same time as the Operating Agreement
- The Station Access Agreement between Stobart Rail Limited and Abellio Greater Anglia Agreement Limited relating to Southend Airport Station expires on 14 December 2014
- The Collateral Agreement between London Southend Airport Company Limited and Abellio Greater Anglia Limited will expire on 14 December 2014
- AGA will discuss with STAL the Agreement for preparation and maintenance of accounts and other information that was entered into dated 5 February 2012

Abellio Greater Anglia Limited (AGA) welcomes the opportunity to enter into negotiations with London Southend Airport Co Limited (LASCL) and Stobart Rail Limited (STAL) on new commercial terms and work in parallel with the Office of Rail Regulation (ORR) to ensure continuity of rail services to Southend Airport Station. Therefore, I would appreciate if you provide some dates for us to meet up and discuss.

Yours sincerely,



Andrew Camp
Commercial Director

email andrew.camp@abelliogreateranglia.co.uk

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27th August 2014

Mr A Camp
Commercial Director
Greater Anglia
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Dear Andy,

I am writing to follow up on our meeting at London Southend Airport in May. I found the discussion we had about potential initiatives beyond the scope of the core agreement between us very interesting. I thought it would be helpful if I summarised those initiatives. I also thought it would be useful to compile a list of issues about the operation of the core agreement which we will need to be resolved.

You expressed your concern about overcrowding on certain weekend services currently operated by four car trains. You mentioned your belief that this is being caused by a variety of factors including traffic to and from the Westfield shopping centre at Stratford and that you are considering extending some trains to eight cars at a cost estimated by you of £0.5 million per annum. You invited us to make a contribution towards this cost.

We will, of course, give this some consideration but, as a first step towards understanding the extent to which passengers travelling to and from the airport are or are not affecting load factors on those weekend services, it would be very helpful if you could let us have an analysis of which trains are overcrowded. This will enable us to study the relationship between your load factors and the arrival and departure of planes.

With regard to traffic growth generally, we agreed to share our traffic projections with you. You mentioned that you would ask Eleni Jordan to look at these in detail. I understand that we have now provided traffic projections and we will be happy to update those whenever appropriate.

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You also indicated that Eleni would work with us to evaluate whether there is actually any benefit to either of us in train tickets being sold on board planes particularly since, unlike every other London airport, there are no competing modes of public transport to and from central London. We mentioned the interest that has been expressed by various airports that would like to sell train tickets to inbound passengers and the potential for online sales via airline and airport websites. Again, we agreed that we would examine this together but only sell through these channels if it is clearly in our mutual commercial interests.

We explained our view that the easiest and quickest way of getting our desired late train to London and early train to the airport up and running would be for the service to be operated on an open access basis in line with the discussions we have had with Network Rail. We have made it absolutely clear to Network Rail that we fully accept there will be some nights on which the train cannot operate because of their maintenance work. On those occasions, we will run a replacement coach service and we will not be seeking any commercial compensation from Network Rail. Our preference would be to work with you rather than another open access operator and I look forward to discussing this with you in greater detail.

We have registered our interest with the Department for Transport in bidding for the next franchise either on our own account or in partnership with another bidder and have had a preliminary meeting with them to discuss this. If you are interested in discussing bidding options with us rather than simply relying on the provisions in the core agreement in relation to the potential for a review of the arrangements at the end of the first five years, we will be happy to explore this with you.

We concluded that we both see massive opportunities for growth. I hope we can work together to exploit those opportunities to our mutual benefit.

With regard to the core agreement, apart from any issues about the accuracy of the LENNON data, it appears to us that the issues we need to resolve are as follows.

IT costs

With regard to clause 6.2 (a) of the Operating Agreement, while we accept that you incur a cost in providing data to us, it appears to us that you have been withholding monies incorrectly as the items in clause 6.2 (a) are no different to those in clauses 6.2 (b) and clause 6.2 (c) as being matters the cost of which you are responsible for.

Sales on board Easyjet

You maintain that the sales you make on board Easyjet can be excluded from the calculation of our 72.93% revenue share because the tickets you issue are not processed through the Rail Settlement Plan ("RSP"). It appears to us that this is incorrect because the definition of relevant revenue in Clause 3.1, Schedule 4 of the Station Access Agreement makes no distinction between RSP and non-RSP tickets.

Furthermore, prior to withdrawing your consent for us to sell tickets to be sold on board Aer Arann, you had been invoicing us for your share of the revenue from the non-RSP tickets we were selling.

Sales commission

It appears to us that you have overlooked the provisions of clause 3.1 (a), Schedule 4 of the Station Access Agreement. In calculating our revenue share, you have been correctly deducting commissions paid to third parties from the gross revenue. However, you have also been deducting a 9% commission from sales at your own ticket offices. This appears to us to be incorrect as this clause says that only commissions paid by Greater Anglia to third parties and commissions on sales at our station are to be deducted.

Incorrectly issued tickets

Fares to Southend Airport are the same as those to neighbouring stations such as Prittlewell and Southend Victoria. Passengers are on occasion issued with tickets to these other destinations for journeys to the airport. The tickets are valid as far as the passenger is concerned but the revenue from these tickets does not show up in our revenue share because they are not recorded as Southend Airport sales by RSP. It seems to us that it would be reasonable for us to claim our normal revenue share in respect of incorrectly issued tickets. This issue could be resolved permanently by a change to the fare structure making Prittlewell and Southend Victoria tickets slightly more expensive.

Lastly I wanted to advise you that I am moving on from London Southend Airport at the end of August.

The person who will be primary contact with Greater Anglia regarding the station agreement is Roger Clements who will continue to be supported by John Sarson.

If you have any questions in advance of me leaving please do not hesitate to get in touch

Best regards

Yours sincerely

A handwritten signature in black ink, appearing to read "David Lister". The signature is written in a cursive style with a large, stylized initial "D".

David Lister
Operations Director

Ensuring that the income is correctly allocated; the quality and accuracy of the station accounting facility; the issue of in-flight sales; IT costs and the revenue implications of the forthcoming Crossrail operation.

These are all operational matters that can be discussed between us. You will then be able to discuss any consents that you require with the DfT.

With regard to the earlier and later trains we want to run, we will be lobbying the Department for Transport to include earlier and later trains in the timetable specification for the long term franchise. We remain keen on introducing the extra trains earlier than October 2016 and remain interested in discussing this with you.

I would like to invite you to Southend Airport for a meeting to discuss these matters and would suggest the following dates:

Thursday 22nd May 11:00 – 13:00
Thursday 22nd May 14:30 – 16:30
Wednesday 28th May anytime after 11:00
Thursday 29th May anytime after 11:00
Friday 30th May 11:00 – 14:30

Can you please advise if any of these dates are suitable.

Yours sincerely



David Lister
Operations Director

Mr David Lister
Operations Director
Stobart Air
London Southend Airport
Southend on Sea
Essex
SS2 6YF

8 April 2014

By Post and Email: David.Lister@Stobartair.com

Dear David,

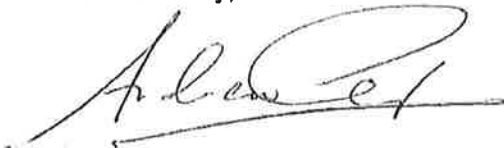
Many thanks for your letter dated the 6th March 2014 outlining your views on the current agreements and regarding how you wish to progress our discussions. I'm sorry I have taken some time to respond to you as we have been heavily focussed upon finalising the agreements for our next franchise award which is due to commence on the 21st July 2014.

This issue is relevant to how the agreements between us are progressed and resolved as our new franchise contract takes us to October 2016, by which time a long term franchise will have been awarded to the successful bidder, which may or may not be Abellio Greater Anglia. The Department for Transport are, therefore, key stakeholders in this – even more so as our new franchise period is again a relatively short one, and the DfT process to let the franchise commences around 18 months to 2 years in advance of October 2016.

As a result of this situation the only way this will progress is for all parties to meet in order to effect an agreement which is mutually beneficial. The current arrangement does not deliver this outcome and we feel it is strategically important for both the train operator and the airport to resolve this for the long term franchise, thereby providing the DfT with positive arguments for safeguarding and promoting the airport connection in its ITT for the next long term franchise. I appreciate we have some difficult discussions ahead, but I strongly urge that we tackle the issue and work together to achieve a joint goal that will bring mutual benefit to the airport and the rail industry.

If this is acceptable to you and your board then I am very happy to facilitate this. We would like to commence this by the end of April 2014 as this will provide enough time to conclude matters in advance of the tender process for the long term franchise.

Yours sincerely,



Andrew Camp
Commercial Director

cc: Jamie Burles – Abellio Greater Anglia
cc: Susan Cross – Abellio Greater Anglia
cc: Eleni Jordan – Abellio Greater Anglia
cc: Rowan Smith – Department for Transport
cc: Virginia Pamment – Department for Transport

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Andy Camp
Commercial Director
Greater Anglia
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6th March 2014

Dear Andy,

The purpose of this letter is to update you on some developments from our perspective and open the way to further discussions between us on ongoing operating arrangements. At the time of our discussions last November, we were very concerned to hear of suggestions of potential state aid, which is something we totally refute. In the meantime we have had further contact with the Department and we understand that these suggestions were as the result of misunderstanding and are now withdrawn.

As part of responding to these suggestions we have produced a paper which summarises the background to the current arrangements. We attach a copy for your information. We hope this explanation of the current terms and how they were arrived at will also be helpful for our engagement over the ongoing operating arrangements between us.

Looking to the future, we are ready to meet with you to discuss these ongoing operating arrangements and to hear your proposals. While the Department appears keen to be directly involved in these discussions, our present view is that at this stage we should be working on these issues directly with you as operator. We would expect that you would lead in keeping the Department informed of developments, but that it would remain open for us also to discuss matters with them.

I would like to invite you to London Southend Airport for the meeting and currently would be available to meet at London Southend Airport on Wednesday 26th March or Friday 28th March. If neither of these dates is suitable can you advise some potential alternatives?

Best Regards

David Lister

Operations Director



A Stobart Group Company Registered in England No. 2881745 Registered Office London Southend Airport Company Ltd Stretton Green Distribution Park, Langford Way, Appleton Warrington, Cheshire WA4 4TZ

Southend Airport Station Access Arrangements

- 1 This paper examines issues raised in recent discussion between Department for Transport ("DfT"), Abellio Greater Anglia Limited ("GA") and London Southend Airport Company Limited (the "Airport") relating to a Southend airport station.
- 2 It is understood that initial concerns over potential state aid have now been dismissed. The Airport strongly supports this conclusion and rejects any suggestion of state aid.
- 3 The Airport is aware that there remain concerns in some quarters as to the manner of operation of the Station charging arrangements. This paper considers the background to the current arrangements and explains some of their features.
- 4 The Airport originally offered the opportunity for the railway to build and operate the station but this was declined. The station would inevitably be an integral part of the airport proposition, with its success or failure tied closely in with the airport and with little purpose if the airport were not to succeed. It appears this was too great a risk for the railway.
- 5 The Airport then took forward the construction of the station initially itself, on the basis of the principles for its funding and operation set out in a letter from Bob Linnard of the DfT dated 6th October 2009. This established the principle of the Airport funding the costs of the station (although at that time it was expected the franchisee would bear staffing costs, to be funded out of the commission it would be allowed) plus the costs of services stopping and related abstraction and longer journey time impacts, allowing the franchisee a 9% commission and with the Airport retaining 91% of all ticket sales to and from the station. This set the principle of the Airport in effect:
 - (a) funding all the costs of the station and related airport infrastructure, including design, build, operation (subject to an arrangement where the franchisee staffed the station in return for an Airport guaranteed minimum share of fares), maintenance and renewal;
 - (b) funding all the incremental costs of the franchisee calling at the station;
 - (c) allowing the franchisee a 9% share of fares by way of incentive (with a guaranteed minimum to cover station staffing costs); and
 - (d) with the Airport retaining the balance of the fare revenue on travel to or from the airport.
- 6 The parties appeared satisfied that this reflected an equitable balance. The Airport funded all the station costs (as well as the wider investment costs of developing the airport as a place to and from which people would want to travel) and incremental costs of services calling at the station; the franchisee received a commission incentive to call, without being obliged to run any services other than those that it chose to run through the station; and the Airport would receive a share of the fare revenue generated, recognising that this was all incremental revenue generated as a result of the Airport's investment.
- 7 In the further working out of these principles, this overall approach was maintained but the Airport's position was weakened by the requirements of DfT and the then franchisee. In particular:
 - (a) The operating agreement element was restricted by a reduced duration, experimental services provisions and a review process at the end of five years regarding calls on the public purse, without any obligation on the franchisee to call other than services already scheduled to run through the station.
 - (b) The Airport took on responsibility for costs of station staffing, moving these from a franchisee responsibility covered by an Airport guaranteed minimum revenue

share (so in effect increasing the share of revenue to be retained by the franchisee, by removing the staffing cost from the franchisee).

- (c) The fares subject to the revenue sharing arrangement were narrowed to be restricted to travel over the line between Southend and London. No revenue share applies to this off-main route revenue.
- (d) The fares subject to the revenue sharing arrangement were agreed to be net of retail commission to third parties, so that the franchisee did not bear proper commission costs and calculated its share of revenue after these were taken into account.
- (e) The Airport accepted the franchisee marginal costs of operation numbers without challenge.
- (f) The parties were unable to identify any material abstraction or journey time costs.
- (g) It was however identified that use of Airport car parks could have an abstraction implication and a specific review provision was introduced to enable this to be taken into account should the circumstances arise (see paragraph 5.3(e) and paragraph 5.4 of Schedule 4 of the Station Access Conditions).
- (h) It was identified that abstraction risks could exist in the peaks and also that in respect of these services the franchisee may need revenue to support investment in respect of crowding. It was therefore agreed that 100% of peak revenue would be allowed to the franchisee and all season ticket revenue would be allowed to the franchisee. This was given effect by modelling the assumed peak/off-peak revenue split and using this to arrive at a factor to apply to the 91% revenue share figure when applied to all revenue on the relevant route (less season tickets), reducing that figure from 91% to 72.83%, subject to a five yearly review (see paragraph 4 of Schedule 4 of the Station Access Conditions).

This approach was adopted after some considerable consideration as a practical solution to the challenge of otherwise having to separate peak and off-peak revenue on an ongoing basis. In practice the Airport considers this has served to favour the franchisee during the initial five year period, as it believes the peak levels of business have not achieved the levels assumed in support of the calculation of the 72.93% factor.

- 8 The terms eventually agreed were set out in an operating agreement and station access conditions. These were subject to extensive and detailed review by the ORR, including ORR economists, before the station access agreement was officially approved by the ORR. Both the DfT and then franchisee were also closely involved in this process.
- 9 The station access conditions were established so that they set out a regulatory approved long term basis for access charging for the station for all train operators who want to call at the station which could apply independently of the operating agreement. While station access agreements may end, the approved station access conditions are in place to apply to any access agreement which replaces them or new access agreements which are entered into.
- 10 Other features of the arrangements included:
 - (a) An operating agreement, with a duration until December 2014. This was originally planned to be for a longer period and it continues to retain provisions reflecting the longer five year experimental services term and provision for a review to conclude at the end of the experimental services period if there are concerns over viability of the station or whether the arrangements are a call on the public purse. These may become relevant again, should it be agreed to extend its term. If the operating agreement was not extended, then the

franchisee could continue to call at the station but this would be subject to the terms of the station access agreement, including the charges under the ORR approved station access conditions;

- (b) An ORR approved set of station access conditions with an Access Charges Schedule designed to apply to the franchisee and potential other access beneficiaries, setting out in Schedule 4:
 - (i) the approach to costs contributions for beneficiaries with an operating agreement (see paragraph 2),
 - (ii) the revenue share mechanism, including the calculation of relevant revenue and the relevant factor, with the model for its calculation (see paragraphs 3 and 4),
 - (iii) mechanisms for re-running the Relevant Factor calculation model every five years and allowing review of the charges schedule on a range of other events occurring (see paragraph 5), and
 - (iv) aspects for the beneficiary to fund at its own cost regarding customer information, bus substitution etc (see paragraph 6).
- 11 The Airport considers these arrangements reflect careful consideration over a prolonged period, subject to scrutiny by DfT and by ORR. They were set up to follow principles to ensure no call on the public purse, with the Airport funding the franchisee's incremental costs, and all the costs of the design, build, operation and maintenance of the station, together with the other associated and supporting airport infrastructure. The arrangements have been scrupulous to work through the revenue sharing principles and allow the franchisee a material share of revenue, while recognising that any such revenue is very substantially incremental revenue, which is genuinely additive to overall railway industry revenue and as a result of the Airport's investment in the station and airport.
- 12 Since commencement of services calling at the station, there has been very significant passenger growth at the station. This is a credit to the success of the airport. The percentage scale of growth is obviously affected by there not having been a station previously at the site and the scale of the Airport's investment in developing itself.
- 13 The Airport does not have access to data to support claims of airport traffic creating crowding issues for the franchisee or the scale and intensity of any such issues. Its observations would suggest that the railway very much continues to run with under-utilised off-peak capacity. It has not been provided with any evidence to support any suggestion of Airport traffic generating crowding issues impacting on other franchisee revenue.
- 14 It has been identified that the franchisee's share of revenue has fallen. The franchisee's share of relevant revenue is a fixed percentage of the relevant revenue. The Airport does not have access to details of the franchisee's commission revenues, off-main route revenue and season ticket revenues. If calculations are based taking account of costs contributions and revenue share as a proportion of overall relevant revenue, it will be natural for the application of the fixed percentage revenue share to mean that the franchisee's relative share of the larger revenue pot falls as passenger numbers and absolute revenue values grow, with the consequence that the incremental costs become a less significant component. However the overall value of the revenue share in monetary terms will still be increasing.
- 15 The Airport's strong belief is that the generative nature of Airport traffic and the success of the Airport compared to what DfT and the franchisee may have expected will have contributed to franchisee revenue and reduced its call for revenue support. The Airport expects this to continue to be the case under the current agreed mechanism.

- 16 In summary the Airport strenuously rejects any allegation of potential subsidy and supports the ongoing working out of the regulatory approved charge arrangements for the current level of service, with the services that would otherwise have run stopping at the station.
- 17 However the Airport also sees opportunities for further developments to the services which it believes would generate further enhanced revenues. It recognises that developments such as these would not necessarily fit within the current model and it would welcome the opportunity to discuss options for future arrangements which address these potential developments.

4th February 2014