

**FRAMEWORK TRACK ACCESS AGREEMENT  
FOR PASSENGER SERVICES**

**dated 2020**

**Between**

**HS1 LIMITED**

**and**

**OPERATOR NAME**

**THIS AGREEMENT** is made the <DATE>.

**BETWEEN:**

- (1) **HS1 LIMITED**, a company registered in England under number 03539665 having its registered office at 5<sup>th</sup> Floor, Kings Place, 90 York Way, London, N1 9AG ("**HS1 Ltd**"); and
- (2) <**OPERATOR NAME**>, (the "**Train Operator**").

**WHEREAS:**

- (A) HS1 Ltd is the owner of HS1.

**IT IS AGREED AS FOLLOWS:**

**1 INTERPRETATION**

- 1.1 In this Agreement, the "Terms" means the HS1 Passenger Access Terms being at the date of this Agreement the 1 April 2020 edition of the HS1 Passenger Access Terms.
- 1.2 This Agreement shall be interpreted in accordance with the HS1 Network Code and the Terms, for which purpose terms defined therein shall have the same meaning in this Agreement, unless this Agreement expressly provides to the contrary.
- 1.3 Save to the extent expressly provided to the contrary, references to "the Contract" shall include this Agreement (including the Schedules to this Agreement), the Terms, the HS1 Network Code and the HS1 Operational Codes and a reference to a Schedule to the Contract shall be construed to mean a Schedule to this Agreement.
- 1.4 Reference to HS1 Ltd and the Train Operator is to their respective successors and permitted assigns.

**2 TERMS, HS1 NETWORK CODE & HS1 OPERATIONAL CODES**

**2.1 Incorporation**

The Terms, the HS1 Network Code and each of the HS1 Operational Codes are incorporated in and form part of this Agreement.

**2.2 Modifications to the Terms, the HS1 Network Code & the HS1 Operational Codes**

If the Terms, the HS1 Network Code and/or the HS1 Operational Codes are modified at any time, this Agreement shall have effect with the modification from the date that such modifications come into force.

**2.3 Compliance by other operators**

HS1 Ltd shall ensure that all operators of trains having permission to use any track comprised in HS1 agree to comply with the HS1 Network Code and each of the HS1 Operational Codes.

**3 PRECEDENCE OF DOCUMENTS**

3.1 In the event of any discrepancy, inconsistency, divergence or anomaly arising between the provisions of the Contract, the order of priority shall be as follows, save where expressly provided to the contrary:

- (a) first, the HS1 Network Code; (b)  
second, this Agreement;
- (c) third, the Terms; and
- (d) fourth, the HS1 Operational Codes.

#### **4 SCHEDULES TO THIS AGREEMENT**

4.1 Schedules 1 to 6 (inclusive) to this Agreement shall have effect.

#### **5 NOVATION**

5.1 TBD

## **SCHEDULE 1: CONTRACT PARTICULARS**

1. HS1 Ltd's address for service of notices is: HS1 Limited  
5<sup>th</sup> Floor, Kings Place  
90 York Way  
London N1 9AG  
All written notices to be marked:  
"URGENT: ATTENTION THE GENERAL COUNSEL AND COMPANY SECRETARY"
  
2. The Train Operator's address for the service of notices is:  
<TRAIN OPERATOR ADDRESS>
  
3. The Secretary of State's address for the service of notices is:  
  
The Secretary of State  
Department for Transport  
Great Minister House  
33 Horseferry Road  
London SW1P 4DR
  
4. Commencement Date: TBD
  
5. Expiry Date: TBD

## **SCHEDULE 2: THE ROUTES**

The Route comprises the Main Routes in each direction as described below:

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### **SCHEDULE 3: COLLATERAL AGREEMENTS**

1. Access agreements between (1) the Train Operator and (2) HS1 Ltd granting the Train Operator permission to use St Pancras International, Ebbsfleet International and Ashford International.
2. The CTRL Claims Allocation and Handling Agreement and the agreement under which the Train Operator agrees to become a party to the CTRL Claims Allocation and Handling Agreement.
3. The Disputes Resolution Agreement dated 18 February 1999 between the Secretary of State for the Environment, Transport and the Regions; London & Continental Railways Limited; Railtrack Group Plc and others ("**Disputes Resolution Agreement**").
4. The Direct Agreement between the Secretary of State for Transport, the Train Operator and HS1 Ltd with respect to the Contract.

## **SCHEDULE 4: TRACK CHARGES**

### **PART 1**

TBD – See HS1 Network Statement

## SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT

### 1. DEFINITIONS

1.1 In this Schedule unless the context otherwise requires:

|   |  |
|---|--|
| <b>"Access Proposal"</b>                | has the meaning ascribed to it in Part D of the HS1 Network Code;  |
| <b>"Additional Specified Equipment"</b> | has the meaning ascribed to it in paragraph 3.3;   |
| <b>"Contingent Right"</b>               | means a right under this Schedule 5 which is not a Firm Right and which is subject to the fulfilment of all competing Firm Rights which have been exercised and any additional contingency specified in this Schedule 5;                 |
| <b>"Contingent Train Slot"</b>          | means a Train Slot to which the Train Operator has Contingent Rights under the Contract as are as specified in paragraph 2.2;  |
| <b>"Day"</b>                            | means any period of 24 hours beginning at 0200 hours and ending immediately before the next succeeding 0200 hours, and any reference in this Schedule to any named day of the week shall be to such period commencing on that named day; |
| <b>"Eurotunnel Boundary"</b>            | has the meaning ascribed to it in Part A of the HS1 Network Code;  |
| <b>"Exercised"</b>                      | has the meaning ascribed to it in Part D of the HS1 Network Code;  |
| <b>"Firm Right"</b>                     | has the meaning ascribed to it in Part D of the HS1 Network Code;  |
| <b>"Firm Train Slot"</b>                | means a Train Slot to which the Train Operator has Firm Rights under the Contract as specified in paragraph 2.1;   |
| <b>"Rolled Over Access Proposal "</b>   | has the meaning ascribed to it in Part D of the HS1 Network Code;  |
| <b>"Scheduled"</b>                      | has the meaning ascribed to it in Part A of the HS1 Network Code;  |
| <b>"Standard Specified Equipment"</b>   | means, in respect of any Service, the Specified Equipment referred to in paragraph 3.1;  |
| <b>"Timetable Week"</b>                 | has the meaning given to it in Part D of the HS1 Network Code;   |



**"Train Operator"** has the meaning given to it in Part D of the HS1 Network Code

**"Week Day"** means any Day (including a Public Holiday), falling within a Timetable Week, which is not a Saturday or a Sunday.

1.2 Unless otherwise stated, where in this Schedule a period is expressed to be between two specific times that period shall be inclusive of both such times.

1.3 The Train Operator's rights under this Schedule as to numbers of passenger Train Slots per Day are calculated by reference to departures from the Scheduled start point on the Day in question, notwithstanding that a Service may not be Scheduled to arrive at its end point until the immediately succeeding Day.

## **2. QUANTUM OF FIRM TRAIN SLOTS**

2.1 The Train Operator has Firm Rights to the number of passenger Train Slots in the Working Timetable specified in Table 2.1 under the heading "Firm Train Slots" and on the Days so listed, subject to the notes to that Table.

**Table 2.1 Passenger Train Slots**

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| Service Group | From | To | Description | Applicable Period | Firm Train Slots |         |           |          |        |          |        |
|---------------|------|----|-------------|-------------------|------------------|---------|-----------|----------|--------|----------|--------|
|               |      |    |             |                   | Monday           | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |

2.2 The Train Operator has Contingent Rights to 3 passenger Train Slots per Timetable Week in each direction between St Pancras International and the Eurotunnel Boundary.

#### Contingent Train Slots

2.2A In addition to the Contingent Rights as described in paragraph 2.2, the Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:

- (a) no part of the relief Passenger Train Slot operating over any part of HS1 which is not part of the Routes as described in Schedule 2;
- (b) the relief Passenger Train Slot operating using the Standard Specified Equipment; and
- (c) each relief Passenger Train Slot being allocated the relevant Train Service Code.

2.3 If in any Timetable Period, either:

- (a) all the Firm Train Slots to which the Train Operator is entitled under Table 2.1 were not Exercised by it in respect of that Timetable Period; or
- (b) the Firm Train Slots specified in an Access Proposal, a revised Access Proposal, a Train Operator Variation or contained in a Rolled Over Access Proposal were not all scheduled in the First Working Timetable applicable to that Timetable Period,

the Train Operator shall have a Contingent Right to submit an Access Proposal for the unused quantum of such Firm Train Slots to be scheduled in the Working Timetable at any other time in that Timetable Period.

2.4 A Firm Train Slot or a Contingent Train Slot in either direction between St Pancras International and the Eurotunnel Boundary which is routed to/from Ashford West Boundary via Ashford West Junction and to/from Ashford East Boundary via Ashford East Junction shall be treated as a single Train Slot.

2.5 Subject to paragraph 2.6, the Train Operator has Firm Rights to make Ancillary Movements of Standard Specified Equipment to the extent necessary or reasonably required to give full effect to other Firm Rights of the Train Operator, including:

- (a) movements of the Standard Specified Equipment for the purpose of maintenance of the Standard Specified Equipment to and from maintenance depots;
- (b) movements for crew training purposes; and
- (c) empty stock movements.

2.6 For the purpose of paragraph 2.5, Ancillary Movements shall not include movements of rolling stock for the purpose of crew training to the extent that the rolling stock concerned has not achieved vehicle and route acceptance necessary for its use in the carriage of passengers on the Route concerned.

2.7 Subject to paragraph 2.8 and the notes to Table 2.1, the entitlement of the Train Operator to passenger Train Slots on any Public Holiday will be in accordance with the Firm Train Slots specified in Table 2.1 for the Day of the Timetable Week on which the Public Holiday falls.

- 2.8 HS1 will be closed on 25 December every year and save as otherwise agreed in writing the Train Operator shall not have rights to operate Services on this day.
- 2.9 The exercise of a Stabling right or the making of an Ancillary Movement shall not count against the number of Firm Train Slots or Contingent Train Slots.

*Service Frequency*

- 2.10 The Train Operator has Firm Rights for its Firm Train Slots to be Scheduled such that the Train Operator enjoys a reasonable distribution of Services over the hours of operation of HS1 during a Day.

*Earliest and latest Firm Train Slots*

- 2.11 Subject to the notes to Table 2.11, in respect of each Service specified in Table 2.1, the Train Operator has Firm Rights to the earliest Firm Train Slots no later than and the latest Firm Train Slots no earlier than the times specified in Column 2 of Table 2.11.

**Table 2.11: Earliest and latest Firm Train Slots**

|                                 |                                 | <b>Earliest and latest Firm Train Slots (FTS)</b> |                            |                            |                            |                            |                            |
|---------------------------------|---------------------------------|---|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
|                                 |                                 | <b>Weekday</b>                                    |                            | <b>Saturday</b>            |                            | <b>Sunday</b>              |                            |
| <b>From</b>                     | <b>To</b>                       | Earliest FTS no later than                        | Latest FTS no earlier than | Earliest FTS no later than | Latest FTS no earlier than | Earliest FTS no later than | Latest FTS no earlier than |
| <b>St Pancras International</b> | <b>Eurotunnel Boundary</b>      | 05:20   | 23:30                      | 05:20                      | 23:30                      | 07:00                      | 23:30                      |
| <b>Eurotunnel Boundary</b>      | <b>St Pancras International</b> | 05:20   | 23:30                      | 05:20                      | 23:30                      | 07:00                      | 23:30                      |

**Notes to Table 2.11**

1. All times stated in Table 2.11 are by reference to the time of departure from or arrival to St Pancras International, by the Services.
2. The times stated in Table 2.11 may be varied by HS1 Ltd to comply with the Applicable Engineering Access Statement determined in accordance with Part D of the HS1 Network Code.

### **3. SPECIFIED EQUIPMENT**

#### *Standard Equipment*

3.1 The Train Operator has Firm Rights to use the Standard Specified Equipment set out below for providing Services:

TBD

3.2 No Standard Specified Equipment may be used until and unless:

(a) the necessary route clearance has been obtained; and

(b) the necessary vehicle acceptance has been obtained.

#### *Additional Equipment*

3.3 The Additional Specified Equipment set out below may be used in an emergency and as a temporary measure only:

TBD

provided that for the purpose of determining the maximum length of a Train, the length of the type of Additional Specified Equipment shall be added to the length of the rolling stock to which it is coupled.

3.4 No Additional Specified Equipment may be used until and unless the necessary route clearance has been obtained.

### **4. INFRASTRUCTURE CAPABILITY**

4.1 HS1 Ltd shall provide or procure the provision of sufficient infrastructure capability on HS1 for the Standard Specified Equipment or a train with equivalent performance characteristics to travel in either direction between St Pancras International at a stand in the platform and the Eurotunnel Boundary without stopping in not more than 31 minutes and nil seconds under normal signalling conditions.

### **5. TURNAROUND TIMES, PLATFORMS AND STATION CALLS**

#### *Turnaround Times*

5.1 Subject to paragraphs 5.2 and 5.3, for each Service terminating at St Pancras International, the Train Operator has a Firm Right to a turnaround time of not less than 55 minutes at St Pancras International.

5.2 If HS1 Ltd reasonably considers it necessary to specify a turnaround time of less than 55 minutes at St Pancras International for the Train Operator:

(a) in order for HS1 Ltd to make efficient use of railway capacity at St Pancras International; and/or

(b) in order to provide an equitable and non-discriminatory distribution among all train operators operating international train services from St Pancras International, of the capacity for turnaround times available at St Pancras International,

and that other time is sufficient to meet the reasonable requirements of an international train operator for the turning around of an international passenger services train at St Pancras International, then HS1 Ltd shall promptly notify the Train Operator and the parties shall negotiate in good faith concerning how to fulfil the requirement and meet the reasonable needs of the Train Operator with regard to turnaround times. If the parties are unable to reach an agreement on such revised turnaround times within 6 weeks of the notification referred to above, the turnaround times with regard to St Pancras International as set out in the Applicable Timetabling Planning Rules shall prevail.

*Platforms*

- 5.3 The Train Operator has Firm Rights for its Firm Train Slots to be Scheduled in a manner consistent with the security requirements at St Pancras International.

*Station Calls*

- 5.4 In respect of all Services, the Train Operator has Firm Rights to call at St Pancras International and Ebbsfleet International.
- 5.5 The Train Operator has Firm Rights for its Firm Train Slots to be routed on the Network via the high speed lines and not via Ashford International Station, except to the extent that the Train Operator requests otherwise in an Access Proposal for the relevant Services or relevant Services part of a Rolled Over Access Proposal.

**SCHEDULE 6: PERFORMANCE REGIME**

| <b>A</b>            | <b>B</b>  | <b>C</b>   | <b>D</b>  | <b>E</b>   | <b>F</b>                    | <b>G</b>  | <b>H</b>                             | <b>I</b>                            |
|---------------------|---|--|---|--|-----------------------------|---|--------------------------------------|-------------------------------------|
| <b>Traffic Type</b> | <b>HS1 Poor Performance Threshold</b><br>(average delay per train expressed in minutes) | <b>Payment Rate</b><br>(per minute of average delay) | <b>HS1 Good Performance Threshold</b><br>(average delay per train expressed in minutes) | <b>Bonus Payment Rate</b><br>(per minute of average delay) | <b>Cancellation Minutes</b> | <b>Train Operator's Performance Benchmark</b><br>(average delay per train expressed in minutes) | <b>HS1 Ltd Performance Benchmark</b> | <b>TOC on TOC Receipt Benchmark</b> |

TBD – See HS1 Network Statement



**IN WITNESS** whereof the duly authorised representatives of HS1 Ltd and the Train Operator have executed this Agreement on the date first above written.

Signed by .....

Print name .....

Duly authorised for and on behalf of  
**HS1 LIMITED**

under a power of attorney dated

Signed by .....

Print name .....

Duly authorised for and on behalf of  
**OPERATOR NAME**