FRAMEWORK TRACK ACCESS AGREEMENT
FOR PASSENGER SERVICES

Dated [dd/mm/yyyy]

Between

HS1 LIMITED t/a LONDON ST. PANCRAS HIGHSPEED

and

EUROSTAR INTERNATIONAL LIMITED

THIS AGREEMENT is made the [XX] day of [month][year]

BETWEEN:

(1) **HS1 LIMITED t/a LONDON ST. PANCRAS HIGHSPEED**, a company registered in England under number 03539665 having its registered office at 5th Floor, Kings Place, 90 York Way, London, N1 9AG ("**LSPH**"); and

(2) **EUROSTAR INTERNATIONAL LIMITED**, a company registered in England and Wales under number 2462001 having its registered office at 6th Floor, Kings Place, 90 York Way, London, N1 9AG (the "**Train Operator**").

WHEREAS:

(A) LSPH is the owner of HS1.

(B) Prior to the Framework Track Access Agreement dated 14 August 2009, the Train Operator had been granted access to HS1 by the relevant infrastructure managers for a period until 2086.

(C) LSPH and the Train Operator have agreed to enter into this Contract (as defined in clause 1.3 below) which shall take effect upon the expiry of the current Framework Track Access Agreement on 16 February 2026.

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 April 2025 (version 2) 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 LSPH 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**

LSPH 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 LSPH grants approval to the Train Operator to the novation of all of its rights and obligations under the Contract to an entity to which it transfers its assets and liabilities as part of the consolidation of the Eurostar business into a single entity.

SCHEDULE 1: CONTRACT PARTICULARS

1. LSPH's address for service of notices is: London St. Pancras Highspeed

   5th Floor, Kings Place

   90 York Way

   London N1 9AG

   All written notices to be marked:

   "URGENT: GENERAL COUNSEL AND COMPANY SECRETARY"

2. The Train Operator's address for the service of notices is:

   Eurostar International Limited

   6th Floor, Kings Place

   90 York Way

   London N1 9AG

   All written notices to be marked:

   "URGENT: ATTENTION THE COMPANY SECRETARY"

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: 17 February 2026

5. Expiry Date: 16 August 2029

6. Previous Access Agreements:

   (a) the Track Access Agreement dated 9 August 2001 between HS1 Ltd (then Union Railways (North) Limited) and Eurostar (U.K.) Limited;

   (b) the Track Access Agreement dated 4 November 2003 between CTRL (UK) Limited (now HS1 Limited) and Eurostar (U.K.) Limited;

   (c) the S1/S2 Performance Agreement dated 27th June 2002 between HS1 Ltd (then Union Railways (North) Limited) and Eurostar (U.K.) Limited; and

   (d) the Section 1/Section 2 Possessions Agreement dated 27th June 2002 between HS1 Ltd (then Union Railways (North) Limited), Eurostar (U.K.) Limited, Union Railways (South) Limited and Railtrack (UK) Limited.

(e) Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 14 August 2009

(f) First Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 17 February 2011

(g) Second Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 16 February 2012

(h) Third Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 6 December 2012

(i) Fourth Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 30 April 2015

(j) Fifth Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 5 November 2015

(k) Sixth Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 15 August 2019

(l) Seventh Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 31 March 2020

(m) Eighth Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 30 July 2024

(n) Ninth Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 16 January 2025

(o) Tenth Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 31 March 2025

(p) Eleventh Supplemental Framework Track Access Agreement between HS1 Ltd and Eurostar International Limited dated 8 August 2025.

SCHEDULE 2: THE ROUTES

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

a. St Pancras International to Eurotunnel Boundary;
b. St Pancras International to Temple Mills Boundary;
c. St Pancras to Ashford West Boundary;
d. Ashford East Boundary to Eurotunnel Boundary;
e. Ashford East Junction to Ashford East Boundary; and
f. Ashford West Junction to Ashford West Boundary.

The Route shall not include the connecting lines to and from Ashford International between Ashford West Boundary and Ashford East Boundary.

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 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

Other Services Charge – None

PART 2

A	B	C	D	E	F	G	H	I	J	K
Service Group	**Vehicle Category**	**IRC Per Train Per Minute**	**Discount Factor**	**Chargeable Journey Time (Minutes)**	**DI Costs (OMRCA1) (Per Train Per Kilometer)**	**Avoidable Long-Term Costs (OMRCA2) (Per Train Per Minute)**	**Common Long-Term Costs (OMRCB) (Per Train Per Minute)**	**Pass Through Costs (OMRCC) (Per Train Per Minute)**	**Additional IRC Per Train Per Minute**	**Chargeable Journey Distance (km)**
Paris	Standard Specified Equipment	£69.57	1	31	£5.86	£12.11	£35.10	£13.85	£0.34	109.948
Brussels	Standard Specified Equipment	£69.57	1	31	£5.86	£12.11	£35.10	£13.85	£0.34	109.948

Amsterdam	Standard Specified Equipment	£69.57	1	31	£5.86	£12.11	£35.10	£13.85	£0.34	109.948

Notes to Table:

1. The Additional IRC set out in Column J shall apply for the billing period between Q4 2024/25 to end Q3 2025/26 or until the total cost of the European Rail Traffic Management System early works project (as approved by the Office of Rail and Road) is recovered.

2. The Additional IRC set out in Column J is expressed in 2024/25 prices.

3. The IRC set out in Column C is expressed in 2009/2010 prices.

4. The DI Costs OMRCA1 set out in Column F, the Avoidable Long Term Costs OMRCA2 set out in Column G and the Common Long Term Costs OMRCB set out in Column H are expressed in 2023/24 prices.

5. The Pass Through OMRCC set out in Column I is expressed in 2023/24 prices.

SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT

1. DEFINITIONS

1.1 In this Schedule unless the context otherwise requires:

"Access Proposal"	has the meaning ascribed to it in Part D of the HS1 Network Code;
"Additional Specified Equipment"	has the meaning ascribed to it in paragraph 3.3;
"Contingent Right"	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;
"Contingent Train Slot"	means a Train Slot to which the Train Operator has Contingent Rights under the Contract as are as specified in paragraph 2.2;
"Day"	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;
"Eurotunnel Boundary"	has the meaning ascribed to it in Part A of the HS1 Network Code;
"Exercised"	has the meaning ascribed to it in Part D of the HS1 Network Code;
"Firm Right"	has the meaning ascribed to it in Part D of the HS1 Network Code;
"Firm Train Slot"	means a Train Slot to which the Train Operator has Firm Rights under the Contract as specified in paragraph 2.1;
"Rolled Over Access Proposal "	has the meaning ascribed to it in Part D of the HS1 Network Code;
"Scheduled"	has the meaning ascribed to it in Part A of the HS1 Network Code;
"Standard Specified Equipment"	means, in respect of any Service, the Specified Equipment referred to in paragraph 3.1;
"Timetable Week"	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 - Paris

Service Group	From	To	Description	Applicable Period		Firm Train Slots						
				Start Date	End Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Paris	St Pancras International	Eurotunnel Boundary	St Pancras International to Gare du Nord	Tue 17 Feb 2026	Sat 16 May 2026	13	13	13	13	14	12	13
				Sun 17 May 2026	Sat 25 July 2026	15	15	15	15	16	13	15
				Sun 26 July 2026	Sat 12 Dec 2026	14	14	14	14	15	13	15
				Sun 13 Dec 2026	Sat 3 Jan 2027	13	13	13	13	14	12	13
				Sun 4 Jan 2027	Sat 6 Feb 2027	10	10	10	10	11	9	10
				Sun 7 Feb 2027	Sat 15 May 2027	13	13	13	13	14	12	13
				Sun 15 May 2027	Sat 24 July 2027	15	15	15	15	16	13	15
				Sun 25 July 2027	Sat 11 Dec 2027	14	14	14	14	15	13	15
				Sun 12 Dec 2027	Sat 8 Jan 2028	13	13	13	13	14	12	13
				Sun 9 Jan 2028	Sat 5 Feb 2028	10	10	10	10	11	9	10
				Sun 6 Feb 2028	Sat 13 May 2028	13	13	13	13	14	12	13
				Sun 14 May 2028	Sat 27 July 2028	15	15	15	15	16	13	15
				Sun 28 July 2028	Sat 9 Dec 2028	14	14	14	14	15	13	15
				Sun 10 Dec 2028	Sat 6 Jan 2029	13	13	13	13	14	12	13
				Sun 7 Jan 2029	Sat 3 Feb 2029	10	10	10	10	11	9	10
				Sun 4 Feb 2029	Sat 12 May 2029	13	13	13	13	14	12	13
				Sun 13 May 2029	Sat 28 July 2029	15	15	15	15	16	13	15
				Sun 29 July 2029	Thu 16 Aug 2029	14	14	14	14	15	13	15
Paris	Eurotunnel Boundary	St Pancras International	Gare du Nord to St Pancras International	Tue 17 Feb 2026	Sat 16 May 2026	13	13	13	13	14	11	14
				Sun 17 May 2026	Sat 25 July 2026	15	15	15	15	16	12	16
				Sun 26 July 2026	Sat 12 Dec 2026	14	14	14	14	15	12	16
				Sun 13 Dec 2026	Sat 3 Jan 2027	13	13	13	13	14	11	14
				Sun 4 Jan 2027	Sat 6 Feb 2027	10	10	10	10	11	8	11
				Sun 7 Feb 2027	Sat 15 May 2027	13	13	13	13	14	11	14
				Sun 15 May 2027	Sat 24 July 2027	15	15	15	15	16	12	16
				Sun 25 July 2027	Sat 11 Dec 2027	14	14	14	14	15	12	16
				Sun 12 Dec 2027	Sat 8 Jan 2028	13	13	13	13	14	11	14
				Sun 9 Jan 2028	Sat 5 Feb 2028	10	10	10	10	11	8	11

				Sun 6 Feb 2028	Sat 13 May 2028	13	13	13	13	14	11	14
				Sun 14 May 2028	Sat 27 July 2028	15	15	15	15	16	12	16
				Sun 28 July 2028	Sat 9 Dec 2028	14	14	14	14	15	12	16
				Sun 10 Dec 2028	Sat 6 Jan 2029	13	13	13	13	14	11	14
				Sun 7 Jan 2029	Sat 3 Feb 2029	10	10	10	10	11	8	11
				Sun 4 Feb 2029	Sat 12 May 2029	13	13	13	13	14	11	14
				Sun 13 May 2029	Sat 28 July 2029	15	15	15	15	16	12	16
				Sun 29 July 2029	Thu 16 Aug 2029	14	14	14	14	15	12	16

Table 2.1 Passenger Train Slots - Brussels

Service Group	From	To	Description	Applicable Period		Firm Train Slots						
				Start Date	End Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Brussels	St Pancras International	Eurotunnel Boundary	St Pancras International to Brussels Midi	Tue 17 Feb 2026	Sat 3 Jan 2027	5	5	5	5	5	6	4
				Sun 4 Jan 2027	Sat 7 Feb 2027	4	4	4	4	4	5	3
				Sun 8 Feb 2027	Sat 08 Jan 2028	5	5	5	5	5	6	4
				Sun 09 Jan 2028	Sat 5 Feb 2028	4	4	4	4	4	5	3
				Sun 6 Feb 2028	Sat 6 Jan 2029	5	5	5	5	5	6	4
				Sun 7 Jan 2029	Sat 3 Feb 2029	4	4	4	4	4	5	3
				Sun 4 Feb 2029	Thu 16 Aug 2029	5	5	5	5	5	6	4
Brussels	Eurotunnel Boundary	St Pancras International	Brussels Midi to St Pancras International	Tue 17 Feb 2026	Sat 3 Jan 2027	5	5	5	5	5	5	5
				Sun 4 Jan 2027	Sat 7 Feb 2027	4	4	4	4	4	3	5
				Sun 8 Feb 2027	Sat 08 Jan 2028	5	5	5	5	5	5	5
				Sun 09 Jan 2028	Sat 5 Feb 2028	4	4	4	4	4	3	5
				Sun 6 Feb 2028	Sat 6 Jan 2029	5	5	5	5	5	5	5
				Sun 7 Jan 2029	Sat 3 Feb 2029	4	4	4	4	4	3	5
				Sun 4 Feb 2029	Thu 16 Aug 2029	5	5	5	5	5	5	5

Table 2.1 Passenger Train Slots - Amsterdam

Service Group	From	To	Description	Applicable Period		Firm Train Slots						
				Start Date	End Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Amsterdam	St Pancras International	Eurotunnel Boundary	St Pancras International to Amsterdam CS	Tue 17 Feb 2026	Thu 16 Aug 2029	5	5	5	5	5	3	4
Amsterdam	Eurotunnel Boundary	St Pancras International	Amsterdam CS to St Pancras International	Tue 17 Feb 2026	Thu 16 Aug 2029	5	5	5	5	5	3	4

Notes to Table 2.1

Table 2.1 applies subject to the following:

1. If there is a public holiday on Friday in the United Kingdom, France, Belgium or the Netherlands, the Train Operator shall have Firm Rights to swap the Firm Train Slots to which it would ordinarily be entitled under Table 2.1 on such Friday with the Firm Train Slots applicable on Thursday immediately preceding such Friday, provided that the exercise of this option shall not have the effect of increasing the total number of Firm Train Slots.

2. If there is a public holiday on Monday in the United Kingdom, France, Belgium or the Netherlands, the Train Operator shall have Firm Rights to swap the Firm Train Slots to which it would ordinarily be entitled under Table 2.1 on such Monday with the Firm Train Slots applicable on Sunday immediately preceding such Monday, provided that the exercise of this option shall not have the effect of increasing the total number of Firm Train Slots.

3. Any failure by the Train Operator to submit a Bid in relation to all or any of the Firm Passenger Train Slots in Table 2.1 in accordance with Part D of the HS1 Network Code, shall, in each case, be without prejudice to the right of LSPH to levy a charge for such Firm Passenger Train Slots, including in accordance with paragraph 6 of Part 2 of Section 7 of the Terms.

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

2.2 A 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

		Earliest and latest Firm Train Slots (FTS)					
		Weekday		**Saturday**		**Sunday**	
From	**To**	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
St Pancras International	**Eurotunnel Boundary**	05:20	23:30	05:20	23:30	07:00	23:30
Eurotunnel Boundary	**St Pancras International**	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 LSPH 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:

(a) Class 373/1 Eurostar Intercapitals Units of a length no greater than 2 power cars and 18 trailer cars;

(b) Class 373/2 Eurostar North of London Units of a length no greater than 2 power cars and 14 trailer cars; and

(c) Class 374 Eurostar units of a length no greater than 16 coaches.

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:

(a) Class 08 locomotives; and

(b) Match wagons

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 LSPH 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 52 minutes at St Pancras International.

5.2 If LSPH reasonably considers it necessary to specify a turnaround time of less than 52 minutes at St Pancras International for the Train Operator:

(a) in order for LSPH 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 LSPH 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.

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

A	B	C	D	E	F	G	H	I
Traffic Type	**HS1 Poor Performance Threshold (average delay per train expressed in minutes)**	**Payment Rate (per minute of average delay)**	**HS1 Good Performance Threshold (average delay per train expressed in minutes)**	**Bonus Payment Rate (per minute of average delay)**	**Cancellation Minutes**	**Train Operator's Performance Benchmark (average delay per train expressed in minutes)**	**HS1 Ltd Performance Benchmark**	**TOC on TOC Receipt Benchmark**
International Passenger	0.22	£709.30	0.04	£177.32	60	0.08	0.16	0.26

Notes to Table

1. Values set out in Column C and E are expressed in 2018/2019 prices.

IN WITNESS whereof the duly authorised representatives of LSPH 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 t/a LONDON ST. PANCRAS HIGHSPEED

Signed by .....

Print name .....

Duly authorised for and on behalf of

EUROSTAR INTERNATIONAL LIMITED