

FRAMEWORK TRACK ACCESS AGREEMENT FOR PASSENGER SERVICES

Dated

[DATE]

Between

HS1 LIMITED

t/a London St. Pancras Highspeed

and

VTE HOLDINGSOPCO LIMITED

THIS AGREEMENT is made the [DATE].

BETWEEN:

- (1) **HS1 LIMITED t/a LONDON ST. PANCRAAS HIGH SPEED**, a company registered in England under number 03539665 having its registered office at 5th Floor, Kings Place, 90 York Way, London, N1 9AG (the “**Company**”); and
- (2) **VTE HOLDINGSOPCO LIMITED**, a company registered in England under number 015124108 having its registered office at Whitfield Studios, 50a Charlotte Street, London, W1T 2NS (the “**Train Operator**”).

WHEREAS:

- (A) The Company is the owner of HS1 and the infrastructure manager as defined in the Railways Regulations in relation to HS1.
- (B) This Agreement constitutes a framework agreement for the purpose of Regulation 21 of the Railways Regulations.
- (C) The Company has agreed to grant the Train Operator permission to use certain track comprised in HS1 on the terms and conditions of this Agreement.

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 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 the Company 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 modification comes into force.

2.3 Compliance by other operators

The Company 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

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

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

5. CONDITIONS PRECEDENT AND DURATION

- 5.1 For the purposes of the Contract, the definition of Longstop Date in Section 1 (Definition and Interpretation) of the Terms shall be defined as:

“**Longstop Date**” means [REDACTED]¹;

- 5.2 For the purposes of the Contract, the following paragraph shall substitute for paragraph 1 (Conditions Precedent and Duration) of Section 2 (Duration) of the Terms:

‘1. CONDITIONS PRECEDENT AND DURATION

1.1 Effective date

The provisions of the Contract, other than paragraph 1 of Section 3, shall take effect from the signature of the Contract.

1.2 Conditions precedent to paragraph 1 of Section 3

Paragraph 1 of Section 3 shall take effect on the later of the Commencement Date and the date on which the following conditions precedent have been satisfied in full:

Necessary consents and agreements

- (a) the Concession Agreement is still in force and effect and/or the Company is the nominated undertaker of HS1 under section 34 of the CTRL Act;
- (b) the Train Operator is authorised to be the operator of trains for the provision of the Services by a Railway Undertaking Licence unless it is exempt from the requirement to be so authorised;

¹ Redacted in anticipation of the ORR’s application of section 71(2) of the Railways Act 1993 to withhold from publication information which would or might seriously and prejudicially affect a person’s or body’s interests.

- (c) each of the Collateral Agreements is executed and delivered by all the parties to each such agreement and is unconditional in all respects (save only for the fulfilment of any condition relating to the Contract becoming unconditional) (Note: please would the Company explain the scope and nature of the direct agreement envisaged with SoS in item 4 of Schedule 3) ;
- (d) the Train Operator holds a Safety Certificate under the Railways and Other Guided Transport Systems (Safety) Regulations 2006 that permits the operation of the Services on HS1;
- (e) the Company or the Train Operator holds a Safety Authorisation under the Railways and Other Guided Transport Systems (Safety) Regulations 2006 in relation to HS1;

Operational Integrity

- (f) the Train Operator has provided to the Company plans to secure and operate interoperable and route compatible rolling stock that enables the Train Operator to Exercise all Firm Rights up to and including the Expiry Date in accordance with the terms of the Contract, which plans evidence:
 - (i) the following:
 - (A) the technical rolling stock specification, delivery programme, and manufacturing plan from the contractual arrangements referred to in paragraph 1.2(i);
 - (B) pursuant to paragraph 1.3(a)(ii), any intervening changes thereto since the preceding conditions precedent milestone; and
 - (C) pursuant to paragraph 1.3(a)(ii), an update on progress against that programme since the preceding conditions precedent milestone;
 - (ii) pursuant to paragraph 1.3(a)(ii), that that rolling stock continues to meet the requirements of paragraph 1.2(i) on the relevant conditions precedent milestone;
 - (iii) a maintenance plan for that rolling stock which demonstrates an industry best practice heavy and light maintenance programme for its useful economic life, and pursuant to paragraph 1.3(a)(ii), any update thereto since the preceding conditions precedent milestone; and
 - (iv) a stabling plan for that rolling stock when not operating in service which confirms access to a stabling location or locations that permits the Exercise of all Firm Rights up to and including the Expiry Date, and pursuant to paragraph 1.3(a)(ii), any update thereto since the preceding conditions precedent milestone;
- (g) the Train Operator has provided to the Company a resource plan which demonstrates the viable resourcing of the Train Operator's proposition during any period of mobilisation of that proposition and thereafter, up to and including the Expiry Date, including the Train Operator's proposed resourcing and management of traincrew, station staffing, train planning, and business continuity and resilience planning, and pursuant to paragraph 1.3(a)(ii), any update thereto since the preceding conditions precedent milestone;

Financial Viability

- (h) the Train Operator has provided to the Company an account of the financial viability of that Train Operator's proposition, comprising:
 - (i) a business plan which demonstrates that viability up to and including the Expiry Date and pursuant to paragraph 1.3(a)(ii), any update thereto since the preceding conditions precedent milestone; and
 - (ii) written evidence which creates a reasonable expectation of securing the required investment to mobilise the Train Operator's proposition, including to procure the rolling stock referred to in paragraph 1.2(i) and to Exercise all Firm Rights up to and including the Expiry Date, and if that investment is to be secured or partly secured by way of financing:
 - (A) the amount of that financing and its structuring;
 - (B) the terms, including tenor, interest rate, and any associated security package; and
 - (C) confirmation that that funding will be available for drawdown in accordance with the delivery programme referred to in paragraph 1.2(f)(i),
- and pursuant to paragraph 1.3(a)(ii), any update thereto since the preceding conditions precedent milestone;

Rolling Stock Contracts

- (i) the Train Operator has provided the Company with execution versions of a binding manufacture and supply agreement and train services agreement (or equivalent maintenance agreement or agreements) in each case in relation to a minimum of 12 new-build trains for operation on HS1, and of a lease or sublease which entitles the Train Operator to operate those trains until at least the Expiry Date, such rolling stock to have the following characteristics:
 - (i) electric traction;
 - (ii) no longer than eight coaches in length;
 - (iii) compliant with National Technical Specification Notices (NTSN) Rolling Stock – Locomotive & Passenger (LOC&PAS), Rolling Stock – Noise, and Accessibility, relevant National Technical Rules (NTR) for HS1 infrastructure and compatible with the HS1 network defined in the Register of Infrastructure and Supplementary Registers for a train operating at 300km/h and compatible with the international platforms on HS1;
 - (iv) equipped with equipment compatible with the HS1 route signalling requirements as set out in the prevailing HS1 Network Statement;
 - (v) capable of fleet operation up to the maximum line speed as stated in the HS1 Sectional Appendix, being 300 k/h, and meeting existing diagrams and service patterns of international operators with class 9 international trains; and

- (vi) compliant with legal accessibility requirements;

Payments

- (j) the Train Operator has paid to the Company all payments that are due and payable under the cost recovery agreement entered into between the Train Operator and the Company dated 10 August 2023; and

Other provisions of the Contract taken effect

- (k) the provisions of the Contract, other than paragraph 1 of Section 3, have taken effect in accordance with paragraph 1.1.

1.3 Obligations to satisfy conditions precedent

Each party shall use all reasonable endeavours to ensure that the following conditions precedent applicable to it:

- (a) in the case of the Train Operator, the conditions precedent contained in:
 - (i) each of paragraphs 1.2(f), (g) and (h) is satisfied not later than ²; 
 - (ii) each of paragraphs 1.2(f), (g) and (h) is satisfied again (and where appropriate updated):
 - (A) no earlier than one month before and no later than each anniversary of the Contract that occurs prior to the Longstop Date; and
 - (B) on the Longstop Date;
 - (iii) paragraph 1.2(i) is satisfied not later than 23:59 on ³; 
 - (iv) each of paragraphs 1.2(b), and (j) is satisfied as soon as practicable and in any event not later than the Longstop Date; and
 - (v) each of paragraphs 1.2(c), (d), and (e), in so far as within its control, is satisfied as soon as practicable and in any event not later than the Longstop Date; and
- (b) in the case of the Company, the conditions precedent contained in each of paragraphs 1.2(a), (c), and (e), in so far as within its control, is satisfied as soon as practicable and in any event not later than the Longstop Date.

1.4 Consequences of non-fulfilment of conditions precedent to paragraph 1 of Section 3

If:

- (a) any of the conditions precedent set out in paragraphs 1.2(f), (g), (h), or (i) have not been satisfied (or where appropriate have not been satisfied again) in full on (or where appropriate before) the relevant date specified in paragraph 1.3(a); or

² Redacted in anticipation of the ORR's application of section 71(2) of the Railways Act 1993 to withhold from publication information which would or might seriously and prejudicially affect a person's or body's interests.

³ Redacted in anticipation of the ORR's application of section 71(2) of the Railways Act 1993 to withhold from publication information which would or might seriously and prejudicially affect a person's or body's interests.

- (b) all other conditions precedent have not been satisfied in full on or before the Longstop Date,

then, in each case, the Contract shall lapse immediately after the relevant date save for the obligations of confidence contained in paragraph 1 of Section 9 which shall continue in force, provided that neither party shall have any liability to the other except in respect of any breach of its obligations under the Contract.

1.5 Previous Access Agreements

- (a) Paragraph 1.5(b) shall have effect if any Previous Access Agreement is identified in paragraph 6 of Schedule 1 to this Agreement.
- (b) On the Effective Date, the Previous Access Agreements shall terminate with immediate effect. Such termination shall be without prejudice to accrued rights and obligations under the Previous Access Agreements.

1.6 Expiry

The Contract shall continue in force until the earliest of:

- (a) lapse under paragraph 1.4;
- (b) termination under Section 6;
- (c) [REDACTED]⁴ if the Train Operator has not commenced operation of the Services on or before that date; and
- (d) 0159 hours on the Expiry Date.

1.7 Amendment of dates in paragraph 1.6

The ORR shall be entitled by issuing a notice to the parties to modify:

- (a) any of the dates specified in paragraph 1.3;
- (b) the Longstop Date; and
- (c) the date in paragraph 1.6(c),

to any other date (or dates) if:

- (i) it has consulted the parties; and
- (ii) it has taken into account any representations which have been made to it within such period as it has specified for the purpose,

and, having regard to its relevant statutory duties, it concludes that it is appropriate to issue such a notice. The ORR shall be entitled to issue more than one notice under this paragraph 1.7. Dates may not be accelerated under this paragraph 1.7 without the consent of the parties.

⁴ Redacted in anticipation of the ORR's application of section 71(2) of the Railways Act 1993 to withhold from publication information which would or might seriously and prejudicially affect a person's or body's interests.

6. ASSIGNMENT AND NOVATION

6.1 Paragraph 2.1 of Section 9 (Miscellaneous) of the Terms shall be amended by deleting ‘paragraphs 2.2 and 2.3’ in the first line and replacing it with ‘paragraphs 2.2 to 2.4’.

6.2 New paragraphs 2.4 and 2.5 of Section 9 of the Terms shall be inserted as follows:

‘2.4 Following the Mobilisation Date, the Train Operator may without the Company’s consent novate all of the Train Operator’s rights and obligations under the Contract to an entity to which the Train Operator transfers all of its other assets and liabilities as part of the consolidation of the Train Operator’s parent company business into a single entity.

2.5 For the purpose of paragraph 2.4, the “**Mobilisation Date**” shall be [REDACTED].

7. RELEVANT SECTION 4 AND 8 MODIFICATIONS

7.1 Automatic Effect

The Contract shall have effect with the Relevant Section 4 and 8 Modifications from the date specified by the ORR in a Notice of Consent or Notice of Determination.

7.2 Retrospective Effect

A Notice of Consent or Notice of Determination may have retrospective effect.

7.3 Negotiation of Relevant Section 4 and 8 Modifications

In respect of the Relevant Section 4 and 8 Modifications:

- (a) the parties shall, within 28 days from the Reference Date, meet and commence negotiations, using reasonable endeavours to agree the Relevant Section 4 and 8 Modifications as soon as reasonably practicable and in any event by the Backstop Date;
- (b) the parties agree that modelled data will be generated which is reasonably representative of the operational parameters under which the Train Operator will operate its anticipated Train Slots for a total of 26 Periods and this shall be used as the basis for agreeing the Relevant Section 4 and 8 Modifications;
- (c) each party shall ensure that:
 - (i) such negotiations are conducted in a timely, efficient and economical manner, with appropriate recourse to professional advice; and
 - (ii) the ORR’s Criteria are applied in the negotiations;
- (d) the negotiations shall not continue after the Backstop Date; and
- (e) the Train Operator shall meet the costs associated with the Relevant Section 4 and 8 Modifications.

⁵ Redacted in anticipation of the ORR’s application of section 71(2) of the Railways Act 1993 to withhold from publication information which would or might seriously and prejudicially affect a person’s or body’s interests.

7.4 Relevant Section 4 and 8 Modifications – failure to agree

If the parties fail to agree the Relevant Section 4 and 8 Modifications on or before the Backstop Date:

- (a) the matter shall be submitted to arbitration in accordance with Part C of the Access Dispute Resolution Rules; and
- (b) the Company shall within five Working Days notify the ORR in writing of such submission to arbitration.

7.5 Use of the Office of Rail and Road's Criteria in arbitration

If a matter is referred to arbitration under clause 7.4, the arbitrator shall be required by the parties to:

- (a) determine the Relevant Section 4 and 8 Modifications in accordance with the ORR's Criteria and make such orders in his award as he considers necessary to establish the requisite Relevant Section 4 and 8 Modifications;
- (b) provide reasons for his award; and
- (c) state the extent to which and ways in which the ORR's Criteria have been applied in determining the Relevant Section 4 and 8 Modifications and, in any case where they have not been applied, give the reasons.

7.6 Relevant Section 4 and 8 Modifications – notice to the Office of Rail and Road

Not later than seven days after the agreement of the parties under clause 7.3(a) or the conclusion of arbitration, as the case may be, the Relevant Section 4 and 8 Modifications shall be sent by the parties to the ORR for its consent, together with a statement, signed by or on behalf of both parties:

- (a) stating the reasons for the Relevant Section 4 and 8 Modifications;
- (b) stating the extent to which and ways in which the ORR's Criteria have been applied in determining the Relevant Section 4 and 8 Modifications and, in any case where they have not been applied, the reasons; and
- (c) giving such other information as the ORR may have requested under clause 7.10.

7.7 Relevant Section 4 and 8 Modifications – the Office of Rail and Road's consent

If the ORR is satisfied with the Relevant Section 4 and 8 Modifications submitted to it pursuant to clause 7.6, and it gives a notice to that effect, such modifications shall have effect as provided for in clause 7.1.

7.8 Relevant Section 4 and 8 Modifications – the Office of Rail and Road's refusal of consent

If:

- (a) the parties fail to submit to the ORR for its consent the Relevant Section 4 and 8 Modifications in accordance with clause 7.6; or
- (b) the ORR gives notice to the parties that it is not satisfied with any or all of the proposed Relevant Section 4 and 8 Modifications,

the ORR may:

- (i) require the parties again to follow the procedure or any part of the procedure set out in clauses 7.3 to 7.6 for agreeing Relevant Section 4 and 8 Modifications (with such modifications as to time limits as it specifies), in which case they shall do so; or
- (ii) following such consultation with the parties as it considers necessary, determine the Relevant Section 4 and 8 Modifications itself and give a notice specifying such Relevant Section 4 and 8 Modifications.

7.9 Payment adjustments

Within 10 Working Days of the date of any notice referred to in clause 7.1:

- (a) in order to give effect to the Relevant Section 4 and 8 Modifications specified in such notice, the Company shall issue to the Train Operator a statement showing the necessary adjustments to the payments already made under Section 4 and Section 8 of the Terms; and
- (b) any statement issued by the Company under clause 7.9(a) shall be accompanied by an adjusting invoice or credit note if the relevant Notice of Consent or Notice of Determination provides that the Relevant Section 4 and 8 Modifications are to have retrospective effect.

7.10 Co-operation and information

If the ORR gives notice to either or both of the parties that it requires from either or both of them information in relation to the Relevant Section 4 and 8 Modifications or proposed Relevant Section 4 and 8 Modifications:

- (a) the party of whom the request is made shall provide the requested information promptly and to the standard required by the ORR; and
- (b) if that party fails timeously to do so, the ORR shall be entitled to proceed with its consideration of the matter in question and to reach a decision in relation to it without the information in question and the party in default shall have no grounds for complaint in that respect.

7.11 The ORR's Criteria

Any Relevant Section 4 and 8 Modifications shall:

- (a) ensure that Section 4 (Compensation for Restrictions of Use) and Section 8 (Performance Regime) of the Terms will maintain appropriate financial incentives on both parties in relation to Services, such that both parties are encouraged to maintain and improve operational performance, seeking to minimise lateness and cancellations;
- (b) be drafted to meet a high standard of simplicity, clarity and legal precision;
- (c) use definitions, terminology and numbering, including any bespoke provisions based on previous track access contracts, which are consistent with the defined terms, terminology and numbering used in the Contract;
- (d) take account, where relevant, of the ORR's latest policy statements on performance regimes in track access agreements, and any final ORR statements made as part of a

Periodic Review or Interim Review in relation to the performance regime contained in any Framework Track Access Agreement pertaining to HS1; and

- (e) take account of ORR's relevant statutory duties.

7.12 Procedural modifications

The procedure in this clause 7 for establishing the Relevant Section 4 and 8 Modifications (including the times within which any step or thing requires to be done or achieved):

- (a) may be modified by the ORR by a Notice of Procedural Modifications; but
- (b) the ORR may only give a Notice of Procedural Modifications if it is satisfied that it is necessary or expedient to do so in order to promote or achieve the objectives specified in legislation insofar as it pertains to HS1 or if it is requested by both parties.

7.13 Dates

In this clause 7:

- (a) where provision is made for a date to be specified or stated by ORR, it may, instead of specifying or stating a date, specify or state a method by which a date is to be determined, and references to dates shall be construed accordingly; and
- (b) any notice given by ORR which states a date may state different dates for different purposes.

7.14 Consolidated Contract

Not later than 28 days after the giving of a Notice of Consent or Notice of Determination, the Company shall prepare and send to the Train Operator and the ORR a copy of the Contract as so modified.

7.15 Saving

Nothing in this clause 7 affects the right of either party to approach and obtain from the ORR guidance in relation to Relevant Section 4 and 8 Modifications.

7.16 Definitions

In this clause 7:

“Backstop Date” means 1 February 2029 (or such later date as may be established under clauses 7.8 or 7.12);

“Notice of Consent” means a notice given by the ORR to the parties under clause 7.7;

“Notice of Determination” means a notice given by the ORR to the parties under clause 7.8(b);

“Notice of Procedural Modifications” means a notice given by ORR to the parties under clause 7.12 modifying any aspect of the procedures in this clause 7;

“ORR's Criteria” means the criteria set out in clause 7.11;

“Reference Date” means 27 May 2028; and

“Relevant Section 4 and 8 Modifications” means:

- (a) any modifications to Section 4 (Compensation for Restrictions of Use) and Section 8 (Performance Regime) of the Terms which are necessary to reflect the alterations which are necessary or desirable to achieve the objectives set out in the ORR’s Criteria in the most efficient and economic manner;
- (b) any modifications required to the Recording Points and associated weightings, HS1 Poor Performance Thresholds, HS1 Good Performance Thresholds, Payment Rates, Bonus Payment Rates, Cancellation Minutes, Train Operator’s Performance Benchmarks, HS1 Ltd Performance Benchmarks or TOC on TOC Receipt Benchmarks following a review against the ORR’s Criteria; and
- (c) any modifications to any other part of Section 8 of the Terms which are necessary as a consequence of any modifications under paragraph (b).

8. 

⁶ Redacted in anticipation of the ORR’s application of section 71(2) of the Railways Act 1993 to withhold from publication information which would or might seriously and prejudicially affect a person’s or body’s interests.

SCHEDULE 1: CONTRACT PARTICULARS

1. The Company'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: ATTENTION THE COMPANY SECRETARY”

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

VTE ~~Holdings~~OpCo Limited
Whitfield Studios
50a Charlotte Street
London W1T 2NS

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: the date of this Agreement

5. Expiry Date: 31 December 2040

SCHEDULE 2: THE ROUTES

1. 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 International 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.
2. The Routes do 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) the Company granting the Train Operator permission to use St Pancras 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 with respect to the Contract (among other things) between the Secretary of State for Transport, the Train Operator, the Company and the security trustee in relation to certain financing arrangements of the Company.

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 Kilometre)	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	1.0	31	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined as approved by the ORR	109.948
Brussels	Standard Specified Equipment	£69.57	1.0	31	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined as approved by the ORR	109.948

Subject to Contract

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 Kilometre)	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)
Amsterdam	Standard Specified Equipment	£69.57	1.0	31	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined through the next Periodic Review	To be determined as approved by the ORR Review	109.948

Notes to Table:

1. The IRC set out in Column C is expressed in 2009/2010 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;
and

“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 5 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 5 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 TRAIN SLOTS

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

Service Group	From	To	Description	Applicable Period		Firm Train Slot						
				Start Date	End Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Paris	St Pancras International	Eurotunnel Boundary	St Pancras International to Gare du Nord	1 October 2030	31 March 2031	6	6	6	6	6	6	6
				1 April 2031	30 September 2031	10	10	10	10	10	10	10
				1 October 2031	31 December 2040	13	13	13	13	13	13	13
	Eurotunnel Boundary	St Pancras International	Gare du Nord to St Pancras International	1 October 2030 10 October 2031	31 March 2031 30 September 2031	6	6	6	6	6	6	6
				1 April 2031 10 April 2031	30 September 2031	10	10	10	10	10	10	10
				1 October 2031	31 December 2040	13	13	13	13	13	13	13

Service Group	From	To	Description	Applicable Period		Firm Train Slot						
				Start Date	End Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Brussels	St Pancras International	Eurotunnel Boundary	St Pancras International to Brussels Midi	1 February 2031	31 December 2040	4	4	4	4	4	4	4
	Eurotunnel Boundary	St Pancras International	Brussels Midi to St Pancras International	1 February 2031	31 December 2040	4	4	4	4	4	4	4
Amsterdam	St Pancras International	Eurotunnel Boundary	St Pancras International to Amsterdam CS	1 September 2031	31 December 2040	3 ¹	3 ¹	3 ¹	3 ¹	3 ¹	3 ¹	3 ¹
	Eurotunnel Boundary	St Pancras International	Amsterdam CS to St Pancras International	1 September 2031	31 December 2040	3	3	3	3	3	3	3

Notes to Table 2.1

Table 2.1 is subject to the following:

1. In relation to the Train Slots specified in Table 2.1 from St Pancras International to Amsterdam CS, if on any Day in a Timetable Week the total number of Firm Rights that have been Exercised by all Timetable Participants for international passenger services to depart St Pancras International across all Service Groups:

- (a) is equal to or less than 42 Train Slots, those Train Slots specified in Table 2.1 from St Pancras International to Amsterdam CS shall constitute Firm Rights on that Day; and
 - (b) exceed 42 Train Slots, those Train Slots specified in Table 2.1 from St Pancras International to Amsterdam CS shall constitute Contingent Rights on that Day.
- 2. 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.
- 3. 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.
- 4. Any failure by the Train Operator to submit a Bid in relation to all or any of the Firm 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 the Company to levy a charge for such Firm Train Slots, including in accordance with paragraph 6 of Part 2 of Section 7 of the Terms.

Contingent Train Slots

- 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) only the Standard Specified Equipment shall be used to operate relief passenger Train Slots; and
- (c) each relief passenger Train Slot being allocated the relevant Train Service Code.

Firm Train Slots not Exercised or scheduled

- 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,

then 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.

Train Slots routed to/from Ashford West Boundary or to/from Ashford East Boundary

- 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 or to/from Ashford East Boundary via Ashford East Junction shall be treated as a single Train Slot.

Ancillary Movements and Stabling

- 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 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.

Public Holidays

- 2.8 Subject to paragraph 2.9 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.

- 2.9 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.

Service Frequency

- 2.10 Not used.

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 on a Day 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 at St Pancras International, by the Services.
2. The times stated in Table 2.11 may be varied by the Company to comply with the Applicable Engineering Access Statement issued in accordance with Part D of the HS1 Network Code.

3. SPECIFIED EQUIPMENT

Standard Specified Equipment

- 3.1 The Train Operator has Firm Rights to use the Standard Specified Equipment for providing Services specified from the plans referred to in paragraph 1.2(f) of Section 1 of the Terms, as described in clause 5.2.
- 3.2 No Standard Specified Equipment may be used unless and until:
- (a) the necessary route clearance has been obtained; and
 - (b) the necessary vehicle acceptance has been obtained.

Additional Specified Equipment

- 3.3 The Train Operator may use Additional Specified Equipment in an emergency and as a temporary measure only with the advance permission of the Company:
- 3.4 No Additional Specified Equipment may be used unless and until the necessary route clearance and vehicle acceptance has been obtained.

4. INFRASTRUCTURE CAPABILITY

The Company 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 the Company reasonably considers it necessary to specify a turnaround time of less than 55 minutes at St Pancras International for the Train Operator in order:
- (a) for the Company to make efficient use of railway capacity at St Pancras International; and/or
 - (b) 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 the Company 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 six 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 HS1 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 (TO BE COMPLETED SUBJECT TO CLAUSE 7)

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	[insert average delay for purposes of paragraph 1 of Part 2 of Section 8 of the Terms]	[insert payment rate (£) for purposes of paragraph 1 of Part 2 of Section 8 of the Terms]	[insert average delay for purposes of paragraph 2 of Part 2 of Section 8 of the Terms]	[insert payment rate (£) for purposes of paragraph 2 of Part 2 of Section 8 of the Terms]	[insert aggregate Cancellation Minutes arising from Cancelled Trains for the purposes of paragraphs 1, 2, and 3 of Part 2 of Section 8 of the Terms]	[insert benchmark for the purposes of paragraph 5 of Part 2 of Section 8 of the Terms]	[insert benchmark for the purposes of paragraph 5 of Part 2 of Section 8 of the Terms]	[insert benchmark for purposes of paragraph 3 of Part 2 of Section 8 of the Terms]

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

t/a London St. Pancras Highspeed

under a power of attorney dated

Signed by

Print name

Duly authorised for and on behalf of

VTE ~~HOLDINGS~~OPCO LIMITED