

FIFTY FIFTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

NXET TRAINS LIMITED (trading as c2c)
as Train Operator

Relating to the Track Access Contract dated 23 May 2003

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THIS FIFTY FIFTH SUPPLEMENTAL AGREEMENT is dated 3rd January 2017 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 2904587 having its registered office 1 Eversholt Street, London NW1 2DN ("Network Rail"); and
- (2) **NXET Trains Limited (trading as c2c)**, a company registered in England under number 07897267 having its registered office at 7 National Express House, Birmingham Coach Station, Mill Lane, Digbeth, Birmingham, B5 6DD (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 23 May 2003 in a form approved by the Office of Rail and Road (ORR) pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to Section 22 of the Act and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- (A) Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise;
- (B) "Effective Date" means the later of:
 1. 02.00 on 8th January 2017; and
 2. the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement

2. EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the contract.

3. AMENDMENTS TO PART 3 OF SCHEDULE 4

3.1 In the Definitions:

- (a) "**SPD Termination Notice**" shall be deleted in its entirety and replaced with:

"SPD Termination Notice" has the meaning specified in paragraph 2.10 (d);" and

- (b) "SPD Claim" shall be deleted in its entirety and replaced with:
"SPD Claim" has the meaning specified in 2.10 (e)".

- 3.2 Paragraph 2.4 **Network Rail Payments** shall be deleted in its entirety and replaced with the text in Appendix 1 to this Supplemental Agreement.
- 3.3 Paragraph 2.9 **Changes to Restrictions of Use** shall be deleted in its entirety and replaced with the text in Appendix 2 to this Supplemental Agreement.
- 3.4 Paragraph 2.10 **Sustained Planned Disruption** shall be deleted in its entirety and replaced with the text in Appendix 3 to this Supplemental Agreement.
- 3.5 Paragraph 2.12 **Overruns** shall be deleted in its entirety and replaced with the text in Appendix 4 to this Supplemental Agreement.
- 3.6 In paragraph 6.1 **Compensation arrangements** sub-paragraph (c) shall be deleted in its entirety and replaced with the text in Appendix 5 to this Supplemental Agreement.
- 3.7 In paragraph 7.1 **Compensation arrangements** sub-paragraph (c) shall be deleted in its entirety and replaced with the text in Appendix 6 to this Supplemental Agreement.
- 3.8 Paragraph 10 **Dispute resolution** shall be deleted in its entirety and replaced with:
"If the Train Operator and Network Rail fail to reach agreement as required under paragraph 2.6 (c), 2.7 (c), 2.10 (h), 2.11, 6, 7 or 8 within 28 days following provision of the RoU Claim Notice, either party may refer the matter for resolution in accordance with the ADRR."

4. AMENDMENTS TO SCHEDULE 5

- 4.1 **Table 2.1 Passenger Train Slots** shall be deleted in its entirety and replaced with Table 2.1 as shown in Appendix 7 to this Supplemental Agreement.
- 4.2 **Table 4.1 Calling Patterns** shall be deleted in its entirety and replaced with Table 4.1 as shown in Appendix 8 to this Supplemental Agreement.
- 4.3 Paragraph 5.1 **Specified Equipment** shall be deleted in its entirety and replaced with the text in Appendix 9 to this Supplemental Agreement.

5. AMENDMENTS TO SCHEDULE 7

- 5.1 **Appendix 7D Metered Trains** shall be deleted in its entirety and replaced with the table in Appendix 10 to this Supplemental Agreement.

6. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to "the Contract", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

7. THIRD PARTY RIGHTS

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

8. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English law.

9. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

SIGNED by)
)
duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)



SIGNED by)
)
duly authorised for and on behalf of)
NXET TRAINS LIMITED (trading as c2c)



Appendix 1

2.4 Network Rail payments

2.4.1 Subject to paragraph 2.3, Network Rail shall make payments to the Train Operator (in accordance with the procedure in paragraph 13) in respect of a Network Rail Restriction of Use calculated in accordance with paragraphs 2.5 to 2.7, 2.9 and 2.10 where applicable with the following exceptions listed in 2.4.2 and 2.4.3.

2.4.2 Network Rail shall not make payments to the Train Operator in respect of a Restriction of Use notified by Network Rail prior to TW-22, between London Liverpool Street and Barking Station Junction via Stratford or any part of that route, subject to the provisions of clause 2.9.

2.4.3 Network Rail shall make payments to the Train Operator in respect of a Restriction of Use notified by Network Rail after TW-22, between London Liverpool Street and Barking Station Junction via Stratford or any part of that route, subject to the provisions of clause 2.9.

Appendix 2

2.9 Changes to Restrictions of Use

- (a) Where a single Restriction of Use falls within the definition of one type of Restriction of Use and there is a change which means that no Restriction of Use occurs or that the Restriction of Use occurs as another type of Restriction of Use, then that Restriction of Use shall be treated, for the purposes of the calculation and payment of compensation, as if it had always been the latter type of Restriction of Use (or, where applicable, as if it had not been a Restriction of Use) save where 2.9 (f) is appropriate.
- (b) For the purposes of paragraph 2.9(c), a Restriction of Use shall be deemed to be taken if and to the extent that it results in any difference between timetables of the type referred to in the definition of "Restriction of Use" when notified, whether or not the restriction giving rise to that Restriction of Use was subsequently cancelled in whole or in part.
- (c) Subject to paragraph 2.9(d), where a change to a Restriction of Use reduces the impact of the Restriction of Use and accordingly changes its type or means that there is no Restriction of Use in accordance with paragraph 2.9(a), the Train Operator may, within 28 days of the date on which the change to the Restriction of Use was notified to the Train Operator by Network Rail, serve a notice on Network Rail which sets out any costs to which the Train Operator is already

committed or has already incurred and any costs associated with responding to the Restriction of Use (both before and after the change). The Train Operator shall be entitled to recover such costs provided that such costs are reasonable and were properly committed or incurred in the circumstances. For the purposes of this paragraph 2.9(c), references to "costs" shall mean those categories of costs which the Train Operator would have been entitled to recover under this Schedule 4 for that type of Restriction of Use which the Restriction of Use was classified as prior to its change.

- (d) Notwithstanding paragraph 2.9(c), where:
- (i) the notice served by the Train Operator under paragraph 2.9(c) is in respect of a cancellation of a Type 1 Restriction of Use that was notified to the Train Operator less than 12 weeks before the date on which that Type 1 Restriction of Use was scheduled to occur; and
 - (ii) the costs to which the Train Operator is committed or which it has already incurred prior to the cancellation of the Type 1 Restriction of Use and any costs associated with responding to that cancellation, amount to £5000 or more,

the Train Operator shall be entitled to recover those costs provided that such costs are reasonable and were properly committed or incurred in the circumstances. For the purposes of this paragraph 2.9(d), references to "costs" shall mean those categories of costs described in the definition of "RoU Direct Costs" (save that references in that definition to "Type 2 Restriction of Use" shall be deemed to refer to "Type 1 Restriction of Use").

- (e) The Train Operator shall not be entitled to recover costs for any Restriction of Use that is amended or cancelled prior to TW-22, between London Liverpool Street and Barking Station Junction via Stratford or any part of that route.
- (f) If the duration of a Restriction of Use between London Liverpool Street and Barking Station Junction via Stratford or any part of that route which was notified by Network Rail prior to TW-22 is increased, decreased or cancelled by notification after TW-22, then in those circumstances Network Rail shall make payments in respect of a Restriction of Use to the Train Operator for the change notified after TW-22 only.

Appendix 3

2.10 Sustained Planned Disruption

- (a) If either party reasonably believes that a Sustained Planned Disruption has occurred then that party will be entitled to require that the costs and losses for the Restrictions of Use for the relevant services during the relevant SPD Period be calculated in accordance with paragraph 8 by serving a notice on the other (an "SPD Notice") in accordance with paragraph 2.10(c).

- (b) The Train Operator shall not be entitled to claim for Sustained Planned Disruption between London Liverpool Street and Barking Station Junction via Stratford or any part of that route.
- (c) Unless otherwise agreed in writing, an SPD Notice must be served no later than the day falling 56 days after the issue of the Day 42 Statement which followed the end of the relevant SPD Period and must include a short explanation of why it reasonably believes a Sustained Planned Disruption has occurred and a statement of when the SPD Period commenced.
- (d) Following the issue of an SPD Notice, either party may serve a notice (an "SPD Termination Notice") stating that it reasonably believes that the relevant Sustained Planned Disruption is no longer occurring, such notice to include a short explanation of why the party serving it reasonably believes that the Sustained Planned Disruption has ceased and stating the Period in which such cessation has occurred. A party receiving an SPD Termination Notice shall within 30 days of its receipt by notice to the serving party either accept or reject the SPD Termination Notice and where it rejects the notice it shall include with its rejection notice a short explanation of why it reasonably believes the Sustained Planned Disruption is continuing. If the parties fail to reach agreement within 30 days after service of a rejection notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, either party may notify the other that the dispute resolution procedure set out in paragraph 13.3 is to apply (save that references to paragraph 13.2 shall be construed as being references to this paragraph).
- (e) Following the issue of an SPD Notice the party that issued that notice must serve a claim (an "SPD Claim"):
 - (i) no later than the day falling 112 days after the issue of the Day 42 Statement for the last Period in the relevant SPD Period; or
 - (ii) where an SPD Period has exceeded 13 consecutive Periods in length or upon the termination or expiry of this contract, whichever comes first, unless otherwise agreed in writing, no later than the day falling 112 days after the issue of the Day 42 Statement which followed the 13th consecutive Period or the termination or expiry of this contract (as applicable),

whichever is the earlier.

- (f) Provided a party has issued an SPD Notice in accordance with paragraph 2.10(c), nothing in paragraph 2.10(e) shall prevent that party from issuing more than one SPD Claim in respect of the same Sustained Planned Disruption, provided that:
 - (i) each such SPD Claim relates to a different period within the said SPD Period (so there is no double-counting); and
 - (ii) no SPD Claim can be issued after the last day for serving notice specified under paragraph 2.10(e).

- (g) An SPD Claim must include details of when and why that party reasonably believes that a Sustained Planned Disruption has occurred and in particular:
- (i) if the claim is made by the Train Operator, such details as may reasonably be available of the RoU Liability which the Train Operator has incurred or reasonably expects to incur in respect of the relevant Restrictions of Use during the SPD Period; or
 - (ii) if the claim is made by Network Rail, the reasons why Network Rail reasonably believes that the Train Operator has been overcompensated or may be overcompensated by more than the relevant amount.
- (h) Following the service of an SPD Claim, if and to the extent it is agreed or determined that a Sustained Planned Disruption has occurred in the period covered by the claim then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 8 in respect of the SPD Period (or where applicable the part of the SPD Period) covered by the SPD Claim.

Appendix 4

2.12 Over-runs

- (a) For the purposes of this paragraph 2.12, an over-run ("Over-run") occurs where:
- (i) there is a Restriction of Use which is not an Operator Restriction of Use (the "First Restriction");
 - (ii) following the end of the relevant period of difference between timetables referred to in sub-paragraphs (a) and (b) of the definition of Restriction of Use which served to establish the existence of that Restriction of Use (the "First Restriction Period"), there is either:
 - (A) a further period of at least one hour during which Services are Disrupted due to (1) any incident attributed under Schedule 8 to circumstances arising from any restriction of operation of the Network which are a consequence of the First Restriction or (2) any act or omission in connection with any activities planned or undertaken which are directly attributable to the First Restriction (including any failure to remove the First Restriction by the time scheduled for its removal in the Applicable Engineering Access Statement) but excluding any act or omission by the Train Operator for which it would be allocated responsibility under this contract (the "Unplanned Over-run Period"); and/or
 - (B) a further Restriction of Use is taken which is at the same location as all or part of the First Restriction and directly connected with or attributable to any activities undertaken or planned to be undertaken under the First Restriction (a "Further Restriction"),

in each case without there being any intervening period between the First Restriction and the relevant Unplanned Over-run Period or Further Restriction, which is not either a White Period, Unplanned Over-run Period or a Further Restriction.

- (b) Where a Restriction of Use is subject to one or more Over-runs, then the entire duration from the start of the First Restriction to the end of the last Over-run in respect of the Restriction of Use shall be treated as making up a single Restriction of Use except where the Over-run is in respect of a Restriction of Use which was notified by Network Rail prior to TW-22, between London Liverpool Street and Barking Station Junction via Stratford or any part of that route when in those circumstances the RoU Liability shall commence from the start of the Unplanned Over-run period.
- (c) Where there is an Over-run which results in a Service being Disrupted which:
- (i) is not part of either a Type 2 or Type 3 Restriction of Use;
 - (ii) lasts for more than one hour; and
 - (iii) results in the Train Operator incurring costs in the category of RoU Direct Costs in relation to the Over-run in excess of £10,000,

then the Unplanned Over-run Period element of that Over-run (but not the relevant First Restriction Period or the period of any Further Restriction) shall for the purposes only of calculating RoU Direct Costs be deemed to constitute a Type 2 Restriction of Use.

- (d) For the purposes of calculating RoU Liability under paragraph 7 (when it is agreed or determined that the requirements of paragraph 2.7(c) are satisfied) or paragraph 8 when there is agreed or determined to be a Sustained Planned Disruption, the amount of the RoU Liability shall be calculated:
- (i) including costs, direct losses and expenses (including loss of revenue and any increase in RoU Variable Costs) reasonably incurred or reasonably expected to be incurred by the Train Operator as a consequence of any Unplanned Over-run Period; and
 - (ii) offsetting any benefit as a consequence of the Unplanned Over-run Period including:
 - (A) any reduction in RoU Variable Costs;
 - (B) any payments made as result of paragraph 2.12(c); and
 - (C) any payments received by the Train Operator under Schedule

- (e) This paragraph 2.12 shall not result in any Unplanned Over-run Period being subject to either revenue loss compensation for Network Rail Restrictions of Use under paragraph 3 or costs compensation for Network Rail Restrictions of Use under paragraph 4.

Appendix 5

RoU Direct Costs compensation for Type 2 Restrictions of Use

6.1 Compensation arrangements

- (c) Network Rail shall include in the statement provided by it in respect of each Period under paragraph 13.1(a) details of the compensation agreed or determined under this paragraph 6 and paragraph 10 to be payable in respect of any Type 2 Restriction of Use taken in that Period (except in respect of a Restriction of Use which was notified by Network Rail prior to TW-22, between London Liverpool Street and Barking Station Junction via Stratford or any part of that route) and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

Appendix 6

7 RoU Liability compensation for Type 3 Restrictions of Use

7.1 Compensation arrangements

- (f) Network Rail shall include in the statement provided by it in respect of each Period under paragraph 13.1(a) details of the compensation agreed or determined under this paragraph 7 and paragraph 10 to be payable in respect of any Type 3 Restriction of Use taken in that Period except in respect of a Restriction of Use which was notified by Network Rail prior to TW-22, between London Liverpool Street and Barking Station Junction via Stratford or any part of that route and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

Appendix 7

2 Passenger Train Slots

Table 2.1: Passenger Train Slots 16th, 18th, 23rd, 24th, 25th, 28th, 33rd, 36th, 40th, 42nd, 45th, 50th, 53rd, 54th, 55th

1						2					
Service Group HT01p and HT01op						Passenger Train Slots					
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London Fenchurch Street	Shoeburyness	Laindon	1.1	21936004 26936004	357	0	1718	6765	8483	36	9
Shoeburyness	London Fenchurch Street	Laindon	1.2	21936004 26936004	357	13	0	6462	7475	35	7
Shoeburyness	London Fenchurch Street	Laindon	1.2.1	21936004 26936004	357	1	0	0	1	0	0
Shoeburyness	London Fenchurch Street	Laindon	1.2.2	21936004 26936004	357	1	0	0	1	0	0
Shoeburyness	London Fenchurch Street	Laindon	1.2.3	21936004 26936004	357	1	0	0	1	0	0
Thorpe Bay	London Fenchurch Street	Laindon	1.3	21936004 26936004	357	21	0	01	2	0	0
Thorpe Bay	London Fenchurch Street	Laindon	1.3.1	21936004 26936004	357	1	0	0	1	0	0
London Fenchurch Street	Southend Central	Laindon	1.4	21936004 26936004	357	0	6	4	10	0	0
London Fenchurch Street	Southend Central	Laindon	1.4.1	21936004 26936004	357	0	01	04	1	0	0
Southend Central	London Fenchurch Street	Laindon	1.5	21936004 26936004	357	43	0	64	407	0	0
Laindon	London Fenchurch Street	West Horndon	1.6	21936004 26936004	357	45	0	1	66	0	0
London Fenchurch Street	Laindon	West Horndon	1.7	21936004 26936004	357	0	01	23	24	0	0
London Fenchurch Street	Leigh on Sea	Laindon	1.8	21936004 26936004	357	0	65	1	76	0	0
Leigh on Sea	Fenchurch Street	Laindon	1.9	21936004 26936004	357	6	0	21	87	0	0

1						2					
Service Group HT01p and HT01op						Passenger Train Slots					
Service description											
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London Fenchurch Street	Shoeburyness	Rainham	2.1	27936004 28936004	357	0	01	0	01	2	0
Shoeburyness	London Fenchurch Street	Rainham	2.2	27936004 28936004	357	1	0	0	1	0	0
Thorpe Bay	London Fenchurch Street	Rainham	2.3	28936004 27936004	357	1	0	0	1	0	0
Southend Central	London Fenchurch Street	Rainham	2.4	27936004 28936004	357	23	0	21	4	0	0
London Fenchurch Street	Pitsea	Rainham	2.5	27936004 28936004	357	0	9	2	11	0	0
Pitsea	London Fenchurch Street	Rainham	2.6	27936004 28936004	357	66	0	56	1012	0	0
London Fenchurch Street	Grays	Rainham	2.7	27936004 28936004	357	0	32	35	3837	36	29
Grays	London Fenchurch Street	Rainham	2.8	27936004 28936004	357	31	0	32	3633	36	31
Barking	Grays	Rainham	2.9	27936004	357	0	0	2	2	0	1
London Fenchurch Street	Shoeburyness	Ockendon	3.1	24936004	357	0	40	87	97	5	4
Shoeburyness	London Fenchurch Street	Ockendon	3.2	24936004	357	0	0	0	0	0	4
London Fenchurch Street	Southend Central	Ockendon	3.3	24936004	357	0	2	20	22	33	26
Southend Central	London Fenchurch Street	Ockendon	3.4	24936004	357	1	0	24	25	38	27
Thorpe Bay	London Fenchurch Street	Ockendon	3.5	24936004	357	40	0	3	43	0	0
London Fenchurch Street	Pitsea	Ockendon	3.6	24936004	357	0	01	45	46	0	0
Pitsea	London Fenchurch Street	Ockendon	3.7	24936004	357	40	0	1	21	0	0
London Fenchurch Street	Grays	Ockendon	3.8	24936004	357	0	8	1	9	0	0
Grays	London Fenchurch Street	Ockendon	3.9	24936004	357	911	0	5	4416	0	0
Barking	Southend Central	Ockendon	3.10	24936004	357	0	0	1	1	1	2
Southend Central	Barking	Ockendon	3.11	24936004	357	0	0	0	0	1	0
Shoeburyness	London Liverpool Street	Laindon	4.1	21936004	357	0	0	0	0	31 ¹	28 ¹
London Liverpool Street	Shoeburyness	Laindon	4.2	21936004	357	0	0	0	0	31 ¹	28 ¹

¹ The rights of the Train Operator to operate the Services between London Liverpool Street and Shoeburyness shall expire at 01:59hrs on the Principal Change Date in December 2016/2017.

Appendix 8

4 CALLING PATTERNS

Table 4.1: Calling Patterns ^{2nd, 45th, 50th, 53rd, 54th}

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Shoeburyness	Laindon	1.1	21936004 26936004	Limehouse Laindon Chalkwell Westcliff Southend Central Southend East Thorpe Bay	<u>Limehouse</u> <u>West Ham</u> <u>Barking</u> <u>Upminster</u> West Horndon <u>Laindon</u> <u>Basildon</u> Pitsea Benfleet Leigh on Sea
Shoeburyness	London Fenchurch Street	Laindon	1.2	21936004 26936004	Thorpe Bay Southend East Southend Central Westcliff Chalkwell West Ham Limehouse	West Horndon Pitsea Benfleet Leigh on Sea Basildon Laindon Upminster Barking West Ham <u>Limehouse</u>

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Shoeburyness	London Fenchurch Street	Landon	1.2.1	21936004 26936004	Thorpe Bay Southend East Leigh on Sea Benfleet Pitsea Basildon Landon Barking West Ham Limehouse	
Shoeburyness	London Fenchurch Street	Landon	1.2.2	21936004 26936004	Thorpe Bay Southend East Southend Central Westcliff Chalkwell Leigh on Sea Benfleet	
Shoeburyness	London Fenchurch Street	Landon	1.2.3	21936004 26936004	Thorpe Bay Southend East Southend Central Westcliff Chalkwell Basildon West Ham	

1.				2	3	
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Thorpe Bay	London Fenchurch Street	Laindon	1.3	21936004 26936004	Southend East Southend Central Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Basildon Laindon West Horndon Upminster West Ham Limehouse	<u>Laindon</u> <u>West Horndon</u> <u>Barking</u> <u>West Ham</u> <u>Limehouse</u>
Thorpe Bay	London Fenchurch Street	Laindon	1.3.1	21936004 26936004	Southend East Leigh on Sea Benfleet Basildon West Ham Limehouse	
London Fenchurch Street	Southend Central	Laindon	1.4	21936004 26936004	Limehouse West Ham Basildon	<u>West Ham</u> Barking Upminster West Horndon Laindon Pitsea Benfleet Leigh on Sea Chalkwell Westcliff
London Fenchurch Street	Southend Central	Laindon	1.4.1	21936004 26936004	Limehouse West Ham Barking Basildon <u>Benfleet</u> Leigh on Sea	

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Southend Central	London Fenchurch Street	Laindon	1.5	21936004 26936004	Basildon Laindon Upminster Limehouse	West Horndon Westcliff Chalkwell, Leigh on Sea Benfleet Pitsea Basildon Laindon Upminster Barking West Ham
Laindon	London Fenchurch Street	West Horndon	1.6	21936004 26936004	West Horndon Upminster West Ham Limehouse	West Horndon Barking
London Fenchurch Street	Laindon	West Horndon	1.7	21936004 26936004	Limehouse West Ham Barking	Upminster West Horndon
London Fenchurch Street	Leigh-on-Sea	Laindon	1.8	21936004 26936004	Limehouse	West Ham Barking Upminster Laindon Basildon Pitsea Benfleet
Leigh-on-Sea	London Fenchurch Street	Laindon	1.9	21936004 26936004	Benfleet West Ham Limehouse	Pitsea Basildon Laindon West Horndon Upminster Barking

1.				2		3	
Service Group HT01p and HT01op							
Service description							
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations	
London Fenchurch Street	Shoeburyness	Rainham	2.1	27936004 28936004	Limehouse West Ham Barking Dagenham Dock Rainham Purfleet Grays Tilbury Town East Tilbury Stanford Le Hope Pitsea Benfleet Leigh on Sea Chalkwell Westcliff Southend Central Southend East Thorpe Bay		
Shoeburyness	London Fenchurch Street	Rainham	2.2	27936004 28936004	Thorpe Bay Southend East Southend Central Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Stanford Le Hope East Tilbury Tilbury Town Grays Purfleet Rainham Dagenham Dock Barking West Ham Limehouse		

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Thorpe Bay	London Fenchurch Street	Rainham	2.3	27936004 28936004	Southend East Southend Central Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Stanford Le Hope East Tilbury Tilbury Town Grays Purfleet Rainham Dagenham Dock West Ham Limehouse	
Southend Central	London Fenchurch Street	Rainham	2.4	27936004 28936004	Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Stanford Le Hope East Tilbury Tilbury Town Grays Purfleet Rainham Dagenham Dock Barking West Ham Limehouse	

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Pitsea	Rainham	2.5	27936004 28936004	Limehouse Barking Dagenham Dock Rainham Purfleet Grays <u>Tilbury Town</u> <u>East Tilbury</u> Stanford Le Hope	<u>Tilbury Town</u> East Tilbury West Ham
Pitsea	London Fenchurch Street	Rainham	2.6	27936004 28936004	Stanford Le Hope East Tilbury Tilbury Town Grays Purfleet Rainham Dagenham Dock Barking West Ham Limehouse	<u>Limehouse</u>
London Fenchurch Street	Grays	Rainham	2.7	27936004 28936004	Limehouse West Ham Barking Dagenham Dock Rainham Purfleet	
Grays	London Fenchurch Street	Rainham	2.8	27936004 28936004	Purfleet Rainham Dagenham Dock Barking West Ham Limehouse	
Barking	Grays	Rainham	2.9	27936004 28936004	Dagenham Dock Rainham Purfleet	

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Shoeburyness	Ockendon	3.1	24936004	Limehouse West Ham Barking Upminster Ockendon Chafford Hundred Grays Tilbury Town East Tilbury Stanford Le Hope Pitsea Benfleet Leigh on Sea Chalkwell Westcliff Southend Central Southend East Thorpe Bay	
Shoeburyness	London Fenchurch Street	Ockendon	3.2	24936004	Thorpe Bay Southend East Southend Central Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Stanford Le Hope East Tilbury Tilbury Town Grays Chafford Hundred Ockendon, Upminster Barking West Ham Limehouse	

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Southend Central	Ockendon	3.3	24936004	Limehouse West Ham Barking Upminster Ockendon Chafford Hundred Grays Tilbury Town East Tilbury Stanford Le Hope Pitsea Benfleet Leigh on Sea Chalkwell, Westcliff	
Southend Central	London Fenchurch Street	Ockendon	3.4	24936004	Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Stanford Le Hope East Tilbury Tilbury Town Grays Chafford Hundred Ockendon Upminster Barking West Ham Limehouse	

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Thorpe Bay	London Fenchurch Street	Ockendon	3.5	24936004	Southend East Southend Central Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Stanford Le Hope East Tilbury Tilbury Town Grays Chafford Hundred Ockendon Upminster Barking West Ham Limehouse	
London Fenchurch Street	Pitsea	Ockendon	3.6	24936004	Limehouse West Ham Barking Upminster Ockendon Chafford Hundred Grays Tilbury Town East Tilbury Stanford Le Hope	Limehouse

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Pitsea	London Fenchurch Street	Ockendon	3.7	24936004	Stanford Le Hope East Tilbury Tilbury Town Grays Chafford Hundred Ockendon Upminster Barking West Ham Limehouse	
London Fenchurch Street	Grays	Ockendon	3.8	24936004	Limehouse Upminster Ockendon Chafford Hundred	West Ham Barking
Grays	London Fenchurch Street	Ockendon	3.9	24936004	Chafford Hundred Ockendon Upminster West Ham Limehouse	Barking
Barking	Southend Central	Ockendon	3.10	24936004	Upminster Ockendon Chafford Hundred Grays Tilbury Town East Tilbury Stanford Le Hope Pitsea Benfleet Leigh on Sea Chalkwell Westcliff	

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Southend Central	Barking	Ockendon	3.11	24936004	Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Stanford Le Hope East Tilbury Tilbury Town Grays Chafford Hundred Ockendon Upminster	
Shoeburyness	London Liverpool Street	Laindon	4.1	21936004		Thorpe Bay Southend East Southend Central Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Basildon Laindon West Horndon Upminster Barking Stratford

1.					2	3
Service Group HT01p and HT01op						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Liverpool Street	Shoeburyness	Laindon	4.2	21936004		Stratford Barking Upminster West Hamdon Laindon Basildon Pitsea Benfleet Leigh on Sea Chalkwell Westcliff Southend Central Southend East Thorpe Bay

APPENDIX 9

5 Specified Equipment ^{45th}

Specified Equipment

5.1 In order to provide the Services specified in this Schedule 5 the Train Operator has:

(a) Firm Rights to operate the following railway vehicles:

Class 357, 4 car units

Class 387, 4 car units

and

(b) Contingent Rights to operate any railway vehicles registered with Network Rail's rolling stock library, subject to obtaining any necessary route clearance for the route in question.

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".

APPENDIX 10

APPENDIX 7D^{46TH/55th}

"METERED TRAINS M" FOR THE PURPOSES OF PARAGRAPH 4.1.1 OF PART 2

Train Type	Train ID	Traction Type
357	357001-046	AC
357	357201-211	AC
357	357312-328	AC
387	387301-306	AC