

FORTY FIFTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

C2C RAIL LIMITED
as Train Operator

Relating to the Track Access Contract dated 23 May 2003

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THIS FORTY FIFTH SUPPLEMENTAL AGREEMENT is dated 2013 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 2904587 having its registered office at Kings Place, 90 York Way, London N1 9AG ("Network Rail"); and
- (2) **C2C RAIL LIMITED**, a company registered in England under number 02938993 having its registered office at 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 Regulation 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; and
- (B) "Effective Date" means 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 THE CONTRACT

- 3.1 The definition of Expiry Date shall be deleted and replaced with the following: "**Expiry Date**" means the Principal Change Date 2015'.

4. AMENDMENTS TO SCHEDULE 1

4.1 Schedule 1 of the Contract shall be deleted in its entirety and replaced with Schedule 1 at Appendix 1 to this Supplemental Agreement.

5. AMENDMENTS TO SCHEDULE 2

5.1 Schedule 2 of the Contract shall be deleted in its entirety and replaced with Schedule 2 at Appendix 2 to this Supplemental Agreement.

6. AMENDMENTS TO SCHEDULE 5

6.1 Schedule 5 of the Contract shall be deleted in its entirety and replaced with Schedule 5 at Appendix 3 to this Supplemental Agreement.

7. AMENDMENTS TO SCHEDULE 11

7.1 A new Schedule 11 contained at Appendix 4 shall be inserted.

8. 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.

9. 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.

10. LAW

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

11. 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)
C2C RAIL LIMITED

Appendix 1

SCHEDULE 1: CONTACT PARTICULARS

1. Network Rail's address for service of notices is:

Network Rail Infrastructure Limited
Kings Place
90 York Way
London
N1 9AG

Tel: 020 3356 9595
Fax: 020 3356 9300^{36th}

All written notices to be marked:

"URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR"

and copied to:

The Route Managing Director
Network Rail Anglia Route
One Stratford Place
1 Montfichet Road
London E20 1EJ
Tel: 0203 356 2540^{36th, 45th}

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

c2c Rail Limited
National Express House,
Birmingham Coach Station,
Mill Lane,
Digbeth,
Birmingham,
B5 6DD

Tel: 0121 460 8628 ^{40th}

and copied to:

Franchising Director
Department for Transport
Great Minister House
Marsham Street
London
SW1P 4DR

Tel: 020 7944 5982
Fax: 020 7944 2177^{34th}

For the avoidance of doubt a notice shall not be regarded as not having been validly served upon the Train Operator merely because it is not so copied to the right person specified above.^{34th}

Appendix 2

SCHEDULE 2: THE ROUTES

1. In order to provide the Services, the Train Operator has permission to use the routes specified in Column 1 of Table 2.1 and Table 2.2 of Schedule 5.
2. In order to provide Services when any part of the route is unavailable, the Train Operator has permission to use any reasonable route for diversionary purposes, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question.
3. In order to make Ancillary Movements, the Train Operator has permission to use any reasonable route, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question.
4. In order to Stable railway vehicles, the Train Operator has permission to use any reasonable location, subject to obtaining any necessary route clearance for the Specified Equipment for the location in question.
5. Use of all routes is subject to the Network Code.

Appendix 3

SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT^{45th}

1 Definitions

1.1 In this Schedule unless the context otherwise requires:

“Calling Pattern”	means a list of stations related to one or more Passenger Train Slots, at which stops are to be Scheduled in the Working Timetable;
“Clockface Departures”	means, in respect of any Service, a pattern whereby departures from the point of origin of that Service, or any specified intermediate point, are fixed at the same number or numbers of minutes past each hour;
“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 Exercised Firm Rights and any additional contingency specified in this Schedule 5;
“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;
“Exercised”	has the meaning ascribed to it in Part D of the Network Code;
“Firm Right”	has the meaning ascribed to it in Part D of the Network Code;
“Journey Time”	means the time in the Working Timetable to be taken by a Service in travelling between the specified departure point and specified destination for that Service;
“Journey Time Review Notice”	has the meaning ascribed to it in paragraph 7.5;
“Maximum Journey Time”	means, in respect of a Passenger Train Slot, the corresponding Maximum Journey Time, if any, set out in column 3 of Table 6.1;
“Maximum Key Journey Time”	means, in respect of a Passenger Train Slot, the corresponding Maximum Key Journey Time, if any, set out in column 3 of Table 6.1;
“Modification Notice”	has the meaning ascribed to it in paragraph 7.10;

“Network Change”	has the meaning ascribed to it in Part G of the Network Code;
“Off-Peak Services”	means Services Scheduled on any part of a Weekday (including Christmas Eve where that is a Weekday) which are not “Peak Services”, and “Off-Peak” shall be construed accordingly;
“Passenger Train Slot”	means a Train Slot intended by the Train Operator to be used for the provision of a Service;
“Peak Services”	means Services Scheduled on any Weekday (excluding Public Holidays) (i) to arrive at London Fenchurch Street between 07:00 hours and 09:59 hours or (ii) to depart from London Fenchurch Street between 16:00 hours and 19:00 hours,. (b) where Christmas Eve is a Weekday (i) to arrive at London Fenchurch Street between 07:00 hours and 09:59 hours or (ii) to depart from London Fenchurch Street between 12:30 hours and 15:30 hours on Christmas Eve; and (c) where Christmas Eve is not a Weekday (i) to arrive at London Fenchurch Street between 07:00 hours and 09:59 hours or (ii) to depart from London Fenchurch Street between 12:30 hours and 15:30 hours on the last Weekday prior to Christmas Eve; and “Peak” shall be construed accordingly;
“Public Holiday”	means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;
“Reduced Regular Calling Pattern”	has the meaning ascribed to it in paragraph 4.1;
“Regular Calling Pattern”	has the meaning ascribed to it in paragraph 4.1;
“Scheduled”	means, in relation to the quantum, timing or any other characteristic of a train movement, that quantum, timing or other characteristic as included in the applicable Working Timetable;
“Service Group”	means any one or more (as the context may require) of the service groups described in this Schedule;
“Timetable Period”	means the period of time between (and including) one Timetable Change Date and (but excluding) the immediately succeeding Timetable Change Date;

"Timing Load"	means, in relation to a Service, the timing reference code as defined from time to time in the Working Timetable;
"Train Service Code" or "TSC"	means the eight character code applied in the Performance Monitoring System and used to identify Services;
"Weekday"	means any day (including, except for the purposes of paragraphs 6 and 7, a Public Holiday) which is not a Saturday or Sunday; and
"xx20"	means, as an example of this notation, 20 minutes past the hour.

- 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 Passenger Train Slot may not be Scheduled to arrive at its end point until the immediately succeeding Day.

2 Passenger Train Slots

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

1						2					
Service Group HT01p and HT01op											
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 1.2 1.3 1.4	21936004 26936004	Class 357	N/A	21	59	80	64	36
Shoeburyness	London Fenchurch Street	Laindon	1.1 1.2 1.3 1.4	21936004 26936004	Class 357	18	N/A	57	75	64	35
London Fenchurch Street	Thorpe Bay	Laindon	1.5	21936004 26936004	Class 357	N/A	0	1	1	0	0
Thorpe Bay	London Fenchurch Street	Laindon	1.5	21936004 26936004	Class 357	2	N/A	0	2	0	0
London Fenchurch Street	Southend Central	Laindon	1.6	21936004 26936004	Class 357	N/A	2	0	2	0	0
Southend Central	London Fenchurch Street	Laindon	1.6	21936004	Class 357	0	N/A	3	3	0	0
London Fenchurch Street	Laindon	Laindon	1.7	21936004 26936004	Class 357	N/A	5	2	7	0	0
Laindon	London Fenchurch Street	Laindon	1.7	21936004 26936004	Class 357	8	N/A	3	11	0	0
London Fenchurch Street	Shoeburyness	Rainham	1.9	27936004	Class 357	N/A	1	2	3	2	0
Shoeburyness	London Fenchurch Street	Rainham	1.9	27936004 28936004	Class 357	0	N/A	3	3	0	0
Thorpe Bay	London Fenchurch Street	Rainham	2	28936004	Class 357	2	N/A	0	2	0	0
London Fenchurch Street	Southend Central	Rainham	2.1	27936004 28936004	Class 357	N/A	2	4	6	0	0
Southend Central	London Fenchurch Street	Rainham	2.1	27936004	Class 357	1	N/A	1	2	0	0
London Fenchurch Street	Pitsea	Rainham	2.2	27936004 28936004	Class 357	N/A	8	3	11	0	0
Pitsea	London Fenchurch Street	Rainham	2.2	27936004 28936004	Class 357	5	N/A	2	7	0	0
Stanford-le-Hope	London Fenchurch Street	Rainham	2.3	27936004	Class 357	1	N/A	1	2	0	0
London Fenchurch Street	Grays	Rainham	2.4	27936004	Class 357	N/A	0	22	22	35	0
Grays	London Fenchurch Street	Rainham	2.4	27936004 28936004	Class 357	3	N/A	25	28	35	0

1						2					
Service Group HT01p and HT01op											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Barking	Shoeburyness	Rainham	2.6	27936004	Class 357	N/A	N/A	1	1	0	0
Barking	Pitsea	Rainham	2.7	27936004	Class 357	N/A	N/A	2	2	0	0
Barking	Grays	Rainham	2.8	27936004	Class 357	N/A	N/A	0	0	0	14
Grays	Barking	Rainham	2.8	27936004	Class 357	N/A	N/A	0	0	1	14
London Fenchurch Street	Shoeburyness	Ockendon	2.9	24936004	Class 357	N/A	0	5	5	4	3
Shoeburyness	London Fenchurch Street	Ockendon	2.9	24936004	Class 357	0	N/A	0	0	0	2
London Fenchurch Street	Southend Central	Ockendon	3.1	24936004	Class 357	N/A	0	18	18	33	25
Southend Central	London Fenchurch Street	Ockendon	3.1	24936004	Class 357	1	N/A	25	26	36	28
London Fenchurch Street	Pitsea	Ockendon	3.3	24936004	Class 357	N/A	2	4	6	0	0
Pitsea	London Fenchurch Street	Ockendon	3.3	24936004	Class 357	4	N/A	5	9	0	0
London Fenchurch Street	Stanford-le-Hope	Ockendon	3.4	24936004	Class 357	N/A	1	0	1	0	0
Stanford-le-Hope	London Fenchurch Street	Ockendon	3.4	24936004	Class 357	2	N/A	0	2	0	0
London Fenchurch Street	Grays	Ockendon	3.5	24936004	Class 357	N/A	5	3	8	0	0
Grays	London Fenchurch Street	Ockendon	3.5	24936004	Class 357	1	N/A	1	2	0	0
Upminster	Stanford-le-Hope	Ockendon	3.8	24936004	Class 357	N/A	N/A	0	0	0	0
Stanford-le-Hope	Upminster	Ockendon	3.8	24936004	Class 357	N/A	N/A	0	0	1	0
Upminster	Grays	Ockendon	3.9	29936004	Class 357	N/A	N/A	2	2	1	0
Upminster	Ockendon	N/A	4	29936004	Class 357	N/A	N/A	1	1	1	0
Ockendon	Upminster	N/A	4	24936004	Class 357	N/A	N/A	0	0	1	0
London Fenchurch Street	Leigh-on-Sea	Laindon	4.6	21936004 26936004	Class 357	N/A	0	1	1	0	0
London Liverpool Street	Barking	Barking	4.7	21936004	Class 357	N/A	0	1	1	0	0
Barking	London Liverpool Street	Barking	4.7	21936004	Class 357	N/A	N/A	1	1	0	0
London Liverpool Street	Grays	Rainham	4.8	27936004	Class 357	N/A	N/A	2	2	0	0
Grays	London Liverpool Street	Rainham	4.8	27936004	Class 357	N/A	N/A	3	3	0	0
Stanford-le-Hope	London Liverpool Street	Ockendon	4.9	24936004	Class 357	N/A	N/A	1	1	0	0
Barking	Grays	Ockendon	5	29936004	Class 357	N/A	N/A	1	1	0	0

1						2					
Service Group HT01p and HT01op											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Barking	Southend Central	Ockendon	5.1	24936004	Class 357	N/A	N/A	0	0	0	3
Southend Central	Barking	Ockendon	5.1	24936004	Class 357	N/A	N/A	0	0	1	0
Grays	Upminster	N/A	5.2	29936004	Class 357	N/A	N/A	2	2	0	0

Passenger Train Slots

- 2.1 The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified in Table 2.1 on the Days and within the Peak and Off-Peak times so listed using Specified Equipment that is capable of achieving the Timing Load shown. If the Train Operator makes an Access Proposal, or relies on a Rolled Over Access Proposal, to operate any of the Services specified in Table 2.1 using Specified Equipment that is not capable of achieving the Timing Load shown, then the rights will be treated as Contingent Rights for the purposes of Part D of the Network Code.
- 2.2 Not used.
- 2.3 Not used.

Table 2.2: Additional Passenger Train Slots^{45th}

1					2		
Service Group HT01p and HT01op							
Service description					Additional ^{4th} Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Shoeburyness	London Fenchurch Street	Laindon, Ockendon or Rainham	1.1 1.2 1.3 1.4 1.9 2.9	21936004 24936004 27936004	30 Passenger Train Slots on the Saturday or Monday of the Southend Air Show		
London Fenchurch Street	Shoeburyness	Laindon, Ockendon or Rainham	1.1 1.2 1.3 1.4 1.9 2.9	21936004 24936004 27936004	30 Passenger Train Slots on the Saturday or Monday of the Southend Air Show		
Shoeburyness	London Fenchurch Street	Laindon, Ockendon or Rainham	1.1 1.2 1.3 1.4 1.9 2.9	21936004 24936004 27936004	10 Passenger Train Slots the Sunday of the Southend Air Show		
London Fenchurch Street	Shoeburyness	Laindon, Ockendon or Rainham	1.1 1.2 1.3 1.4 1.9 2.9	21936004 24936004 27936004	10 Passenger Train Slots the Sunday of the Southend Air Show		

Additional Passenger Train Slots

- 2.4 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 and on the Days so listed.
- 2.5 A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:
- (a) a Contingent right to call at any station listed in Table 4.1;
 - (b) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and
 - (c) a Contingent Right to combine Passenger Train Slots to provide a through Service.

Ancillary Movements

- 2.6 The Train Operator has Firm Rights to make Ancillary Movements of Specified Equipment to the extent necessary or reasonably required to give full effect to the other Firm Rights of the Train Operator, including:
- (a) movements for the purpose of maintenance of rolling stock to and from maintenance depots;
 - (b) movements for driver training purposes;
 - (c) empty stock movements.
- 2.7 For the purpose of paragraph 2.6, Ancillary Movements shall not include movements of rolling stock for the purpose of testing or driver training to the extent that:
- (a) the rolling stock concerned has not achieved vehicle and route acceptance necessary for its use in the carriage of passengers on the route in question; or
 - (b) where the route in question is not used by the Train Operator for carriage of passengers, the rolling stock concerned has not achieved vehicle and route acceptance necessary to operate on the route without passengers on board.

Relief Passenger Train Slots

- 2.8 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) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in table 2.1 or 2.2; and
 - (b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.
- 2.9 Save by prior agreement with Network Rail, the Train Operator shall not be entitled to operate services on 25 and 26 December in any year.

2.10 Not Used.

2.11 The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in Table 2.1.

Table 2.3: Staff Train Slots

Origin	Destination	Earliest Departure Time	Latest Departure Time
Column 1	Column 2		
Barking	Shoeburyness	03.10	04.10
Pitsea	Shoeburyness	04.20	05.20
Shoeburyness	Barking	00.00	01.00
Stanford-le-Hope	Upminster	04.10	05.10
Shoeburyness	Upminster	03.45	04.45

2.12 The Train Operator has a Contingent Right to one Staff Train movement per day between each of the specified origins and destinations identified in Table 2.3 departing from the station listed in column 1 of Table 2.3 between the times identified in Table 2.3.

3 INTERVALS

Table 3.1: Service Intervals^{16th 18th, 45th}

NOT USED

Table 3.1a: Morning Peak Service Intervals and frequency^{45th}

NOT USED

Table 3.1b: Evening Peak Service Intervals and Frequency^{45th}

NOT USED

Table 3.2: Clockface Departures^{45th}

NOT USED

3.5 Not used

3.6 Not used

3.7 Not used

Table 3.3: Earliest and latest Passenger Train Slots^{2nd 18th, 24th, 25th , 28th , 36th 45th}

NOT USED

4 CALLING PATTERNS

Table 4.1: Calling Patterns^{2nd, 45th}

1.					2	3
Service Group HT01p and HT01op						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Shoeburyness	Laindon	1.1	21936004	All Stations	
London Fenchurch Street	Shoeburyness	Laindon	1.2	26936004	Limehouse Barking Laindon Basildon Pitsea Benfleet Leigh on Sea Chalkwell Westcliff Southend Central Southend East Thorpe Bay	West Ham Upminster West Horndon
London Fenchurch Street	Shoeburyness	Laindon	1.3	26936004 21936004	Limehouse Barking Upminster West Horndon Laindon Basildon Pitsea Benfleet Leigh on Sea Chalkwell Westcliff Southend Central Southend East Thorpe Bay	West Ham

1.				2	3	
Service Group HT01p and HT01op						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Shoeburyness	Laindon	1.4	26936004	Benfleet Leigh on Sea Chalkwell Westcliff Southend Central Southend East Thorpe Bay	Limehouse West Ham Barking Upminster West Horndon Laindon Basildon Pitsea
London Fenchurch Street	Thorpe Bay	Laindon	1.5	21936004 26936004	Barking Basildon Pitsea Benfleet Leigh On Sea Chalkwell Westcliff Southend Central Southend East	West Ham West Horndon Laindon Upminster Limehouse
London Fenchurch Street	Southend Central	Laindon	1.6	26936004 21936004	Upminster Basildon Pitsea Benfleet Leigh on Sea Chalkwell Westcliff	Limehouse West Ham Barking West Horndon Laindon
London Fenchurch Street	Laindon	Laindon	1.7	21936004 26936004	All stations	
London Liverpool Street	Shoeburyness	Laindon	1.8	21936004	All stations	

1.				2	3	
Service Group HT01p and HT01op						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Shoeburyness	Rainham	1.9	27936004	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	Limehouse West Ham
London Fenchurch Street	Thorpe Bay	Rainham	2	27936004	Limehouse Barking Dagenham Dock Rainham Purfleet Grays Tilbury Town East Tilbury Standford Le Hope Pitsea Benfleet Leigh on Sea Chalkwell Westcliff Southend Central Southend East	West Ham
London Fenchurch Street	Southend Central	Rainham	2.1	27936004 28936004	All stations	

1.				2	3	
Service Group HT01p and HT01op						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Pitsea	Rainham	2.2	28936004 27936004	Limehouse Barking Dagenham Dock Rainham Purfleet Grays Tilbury Town East Tilbury Standford Le Hope	West Ham
London Fenchurch Street	Stanford Le Hope	Rainham	2.3	27936004	Barking Dagenham Dock Rainham Purfleet Grays	Limehouse West Ham Tilbury Town East Tilbury
London Fenchurch Street	Grays	Rainham	2.4	27936004 28936004	Limehouse Barking Dagenham Dock Rainham Purfleet	West Ham
London Liverpool Street	Shoeburyness	Rainham	2.5	27936004	All stations	
Barking	Shoeburyness	Rainham	2.6	27936004	All stations	
Barking	Pitsea	Rainham	2.7	27936004	All stations	
Barking	Grays	Rainham	2.8	27936004	All stations	

1.					2	3
Service Group HT01p and HT01op						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Shoeburyness	Ockendon	2.9	24936004	Upminster Ockendon Chafford Hundred Grays Tilbury Town East Tilbury Standford Le Hope Pitsea Benfleet Leigh on Sea Chalkwell Westcliff Southend Central Southend East Thorpe Bay	Barking West Ham Limehouse
London Fenchurch Street	Thorpe Bay	Ockendon	3	24936004	All stations	
London Fenchurch Street	Southend Central	Ockendon	3.1	24936004	All stations	
Barking	Southend Central	Ockendon	3.2	24936004	All stations	
London Fenchurch Street	Pitsea	Ockendon	3.3	24936004	Limehouse Barking Upminster Ockendon Chafford Hundred Grays Stanford Le Hope	West Ham East Tilbury Tilbury Town
London Fenchurch Street	Stanford Le Hope	Ockendon	3.4	24936004	Barking Upminster Ockendon Chafford Hundred Grays Tilbury Town East Tilbury	West Ham Limehouse

1.					2	3
Service Group HT01p and HT01op						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Fenchurch Street	Grays	Ockendon	3.5	24936004	Upminster Ockendon Chafford Hundred	Limehouse West Ham Barking
Upminster	Shoeburyness	Ockendon	3.6	24936004	All stations	
Upminster	Pitsea	Ockendon	3.7	24936004	All stations	
Upminster	Stanford Le Hope	Ockendon	3.8	24936004	All stations	
Upminster	Grays	Ockendon	3.9	29936004	All stations	
Upminster	Ockendon	Ockendon	4	29936004		
Southend Central	London Fenchurch Street	Laindon	4.1	21936004	Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Basildon Laindon West Horndon Upminster Barking Limehouse	West Ham
Southend Central	London Fenchurch Street	Laindon	4.2	26936004	Westcliff Chalkwell Leigh on Sea Benfleet Basildon	Pitsea Laindon West Horndon Upminster Barking West Ham Limehouse

1.				2	3	
Service Group HT01p and HT01op						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Laindon	London Fenchurch Street	Laindon	4.3	21936004	Upminster Barking West Ham	West Horndon Limehouse
Southend Central	London Liverpool Street	Rainham	4.4	27936004	All stations	
Stanford Le Hope	Barking	Ockendon	4.5	24936004	All stations	
London Fenchurch Street	Leigh on Sea	Laindon	4.6	21936004 26936004		West Ham Barking Upminster Laindon Basildon Pitsea Benfleet
London Liverpool Street	Barking	Barking	4.7	21936004		Stratford
London Liverpool Street	Grays	Rainham	4.8	27936004	Barking Rainham Dagenham Dock Purfleet	Stratford
Stanford Le Hope	London Liverpool Street	Ockendon	4.9	24936004	East Tilbury Tilbury Town Grays Chafford Hundred Ockendon Upminster Barking	Stratford

1.					2	3
Service Group HT01p and HT01op						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Barking	Grays	Ockendon	5	29936004	Barking Upminster Ockendon Chafford Hundred	
Southend Central	Barking	Ockendon	5.1	24936004	Westcliff Chalkwell Leigh on Sea Benfleet Pitsea Stanford Le Hope East Tilbury Tilbury Town Grays Chafford Hundred Ockendon Upminster	
Grays	Upminster		5.2	29936004	Chafford Hundred Ockendon	

Regular Calling Pattern

Calling Patterns

- 4.1 In respect of each Service specified in column 1 of Table 4.1, the Train Operator has Firm Rights to the corresponding Calling Pattern listed in column 2 of that Table (the “Regular Calling Pattern”) or any subset of the Calling Pattern (the “Reduced Regular Calling Pattern”).

Additional calls

- 4.2 The Train Operator has Contingent Rights to have Scheduled, in respect of any Passenger Train Slot, calls at one or more of the stations set out opposite the Service in column 3 of Table 4.1 being stations which do not form part of the Regular Calling Pattern.

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

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".

Train length

5.2 The Train Operator has a Firm Right to the maximum train length in metres which the Network can from time to time accommodate, subject to a right of Network Rail to vary the train length in cases where the Network cannot accommodate all Access Proposals and Rolled Over Access Proposals to operate to the maximum length.

5.3 Nothing in paragraph 5.2 precludes the operation of trains in excess of platform lengths where appropriate measures have been taken to control, so far as is reasonably practicable, any risks introduced by the use of such longer trains.

Journey Time Protection ^{45th}

Table 6.1: Maximum Journey Times ^{40th, 45th}

Not Used

Table 6.2: Fastest Key Journey Times ^{45th}

Not Used

Table 6.3: Maximum Key Journey Times ^{45th}

Not Used

8 Other rights ^{45th}

Table 8.1: Platform Rights

Not Used

Platform rights

8.1 Not used

8.2 Not used

Table 8.2: Connections ^{45th}

Not used

Connections

8.3 Not used

8.4 Not used

Table 8.3: Departure time ranges ^{45th}

Not used

Departure time ranges

8.5 Not used

Table 8.4: Stabling facilities

1	2	3
Stabling facility	Time available	Specified Equipment
Gas Factory Loop	Between 30 minutes before the start of the pm Peak and 30 minutes after the end of the pm Peak	One of Class 312s, 317s or 357s, subject to a maximum train length of 12 carriages

Stabling Facilities

8.6 The Train Operator has Firm Rights to use the Stabling facility specified in column 1 of Table 8.4 between the hours specified in column 2 for the purposes of Stabling the Specified Equipment specified in column 3.

Table 8.5: Turnaround times ^{45th}

Not Used

Turnaround times

8.7 Not used

Quantum of additional calls

8.8 Not used

Table 8.6: Quantum of Additional Calls ^{45th}

Not Used

9. Class 357 Sectional Running Times

9.1 The Train Operator agrees not to propose any changes to the applicable Engineering Access Statement and/or the applicable Timetable Planning Rules pursuant to Condition D2.1 and/or Working Timetable development which is designed to alter the Working Timetable to take account of the performance capability of the Class 357 units unless:

9.1.1 Class 357 units have received a Certificate of Authority for Service Operation without time-bound conditions; and

9.1.2 the Train Operator has achieved a Passenger's Charter punctuality moving annual average of no less than Punctuality Target minus 1%.

9.2 The parties agree that, if changes are proposed in accordance with paragraph 9.1:

9.2.1 it shall be necessary to calculate proposed new sectional running times and the Train Operator shall be responsible for the costs reasonably incurred by Network Rail in instructing the:

- (a) calculation of such sectional running times using the performance characteristics of Class 357 units, using applicable industry models and processes, and
- (b) modelling referred to in paragraph 9.2.2; and

9.2.2 no revised sectional running times will be incorporated into the Working Timetable, the Engineering Access Statement and/or the Timetable Planning Rules until:

- (a) modelling conforming to usual industry standards has been carried out to assess whether, following the introduction into the Working Timetable of the proposed new sectional running times, the Passenger's Charter punctuality moving annual average would fall below Punctuality Trigger plus 0.5%; and
- (b) to the extent that such modelling discloses a projected Passenger's Charter punctuality moving annual average of below Punctuality Trigger plus 0.5%, there has been added (at Network Rail's sole option) a performance allowance sufficient to increase the projected Passenger's Charter punctuality moving annual average to no less than Punctuality Trigger plus 0.5%.

9.3 The parties agree that, without prejudice to Part D of the Network

Code, within six months from the expiry of the period of six months from the date of the introduction of the Working Timetable which incorporates new sectional running times arising from changes proposed in accordance with paragraph 9.1, they will conduct a review of such new sectional running times (and relevant performance allowances) to assess whether, as a result of the introduction of such new sectional running times into the Working Timetable:

- (a) the Passenger's Charter punctuality moving annual average is less than Punctuality Trigger plus 0.5%; and/or
- (b) there has been any other unreasonable impact on the operation of the Network.

Such review shall identify the changes, if any, which require to be made:

- (i) to the sectional running times and/or performance allowances contained in the Working Timetable (and any other consequent amendments to the Working Timetable) in order to increase the Passenger's Charter punctuality moving annual average to at least Punctuality Trigger plus 0.5%; and
- (ii) to the Journey Time provisions contained in this Schedule 5 (as amended from time to time).

9.4 The parties undertake to co-operate fully and in good faith in the processes referred to in paragraphs 9.2 and 9.3 and to take all steps, including the agreement of further revised sectional running times and/or performance allowances in accordance with paragraph 9.2 and the execution of such documents, as may be required to ensure that the results of the review under paragraph 9.3 are implemented in full and any necessary revised sectional running times and performance allowances are incorporated into the Applicable Engineering Access Statement, the Applicable Timetable Planning Rules and the Working Timetable, as appropriate. The parties will use all reasonable endeavours to agree revised Fastest Key Journey Times and Maximum Key Journey Times consequent upon the review under paragraph 9.3 and to procure that these agreed revised Fastest Key Journey Times and Maximum Key Journey Times are incorporated into this Agreement, subject to the approval of the ORR.

Appendix 4

SCHEDULE 11: USE OF RAILWAYS INFRASTRUCTURE REOPENER

1 Automatic effect

1.1 *General*

This contract shall have effect—

- (a) with the modifications; and
- (b) from the date

specified by ORR in a Schedule 11 notice.

1.2 *Retrospective effect*

No relevant notice may have retrospective effect.

2 Schedule 11 notice

2.1 *Meaning*

A Schedule 11 notice is a notice given by ORR to the parties for the purposes of this contract which modifies this Schedule 11 by replacing this Schedule 11 with the specified provisions arising from the requirements of paragraph 18(5) of the Railways Infrastructure (Access and Management) Regulations 2005.

2.2 *Contents of Schedule 11 notice*

A Schedule 11 notice shall state—

- (a) the modifications which are to be made to this Schedule 11; and
- (b) the date from which specified modifications are to have effect.

3 Definitions

In this Schedule 11—

“**Schedule 11 notice**” has the meaning ascribed to it in paragraph 2.1; and

“**specified**” means specified in a Schedule 11 notice.