

TRACK ACCESS CONTRACT (PASSENGER SERVICES)

Dated

09 February 2006

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

First Capital Connect Limited^{2nd}

Amended by:

- (i) Schedule 12 (with effect from 1 April 2006)
- (ii) First Supplemental Agreement dated 8 June 2006
- (iii) Second Supplemental Agreement dated 8 November 2006 approved 13 November 2006
- (iv) Third Supplemental Agreement dated 6 December 2006 approved 8 December 2006
- (v) Fourth Supplemental Agreement dated 18 December 2006 approved 20 December 2006
- (vi) Sixth Supplemental Agreement dated 20 December 2006 approved under General Approval 2006
- (vii) Ninth Supplemental Agreement dated 03 April 2007 approved under General Approval 2006
- (viii) Fifth Supplemental Agreement dated 18 January 2007 approved 18 January 2007
- (ix) Seventh Supplemental Agreement dated 03 April 2007 approved 02 May 2007
- (x) Eighth Supplemental Agreement dated 17 May 2007 approved 18 May 2007
- (xi) Tenth Supplemental Agreement dated 11 July 2008 approved under General Approval 2007
- (xii) Eleventh Supplemental Agreement dated 22 November 2007 approved 26 November 2007
- (xiii) Twelfth Supplemental Agreement dated 22 November 2007 approved 26 November 2007

Redacted Conformed and annotated copy incorporating all changes as at 19th December 2014

- (xiv) Fourteenth Supplemental Agreement dated 7 December 2007 approved under General Approval 2007
- (xv) Sixteenth Supplemental Agreement dated 7 December 2007 approved under General Approval 2007
- (xvi) Fifteenth Supplemental Agreement dated 18 December 2007 approved under General Approval 2007
- (xvii) Eighteenth Supplemental Agreement dated 15 May 2008 approved under General Approval 2006
- (xviii) Thirteenth Supplemental Agreement dated 15 May 2008 approved 16 May 2008
- (xix) Nineteenth Supplemental Agreement dated 16 June 2008 approved under General Approval 2008
- (xx) Twentieth Supplemental Agreement dated 11 July 2008 approved under General Approval 2008
- (xxi) Seventeenth Supplemental Agreement dated 06 August 2008 approved 07 August 2008
- (xxii) Twenty First Supplemental Agreement dated 09 October 2008 approved 10 October 2008
- (xxiii) Twenty Third Supplemental Agreement dated 23 October 2008 approved 24 October 2008
- (xxiv) Twenty Fifth Supplemental Agreement dated 28 November 2008 approved under General Approval 2008
- (xxv) Twenty Second Supplemental Agreement dated 9 December 2009 approved 11 December 2008
- (xxvi) Twenty Ninth Supplemental dated 9 December 2008 approved under General Approval 2008
- (xxvii) Twenty Sixth Supplemental Agreement dated 19 March 2009 approved 20 March 2009
- (xxviii) Twenty Fourth Supplemental Agreement dated 27 March 2009 approved 31 March 2009
- (xxix) Twenty Seventh Supplemental Agreement dated 24 March 2009 approved 25 March 2009
- (xxx) Twenty Eighth Supplemental Agreement dated 27 March 2009 under review implementation notice 18 March 2009
- (xxxi) Thirtieth Supplemental Agreement dated 27 March 2009 approved 31 March 2009
- (xxxii) Thirty First Supplemental Agreement dated 12 May 2009 approved 15 May 2009
- (xxxiii) Thirty Second Supplemental Agreement dated 27 July 2009 approved 27 July 2009
- (xxxiv) Thirty Fourth Supplemental Agreement dated 19 November 2009 approved 25 November 2009
- (xxxv) Thirty Third Supplemental Agreement dated 2 December 2009 approved 8 December 2009
- (xxxvi) Thirty Fifth Supplemental Agreement dated 13 May 2010 approved 20 May 2010
- (xxxvii) Schedule 8 Modifications of the Agreement (applied retrospectively from 1 April 2009)

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- (xxxviii) Thirty Sixth Supplemental Agreement dated 29 July 2010 approved 5 August 2010
- (xxxix) Thirty Seventh Supplemental Agreement dated 18 November 2010 approved 19 November 2010
- (xl) ORR Modification Notice dated 17 December 2010
- (xli) Thirty Ninth Supplemental Agreement dated 16 May 2011 approved 20 May 2011
- (xlii) ORR Modification Notice dated 05 October 2011
- (xliii) Fortieth Supplemental Agreement dated 21 November 2011 approved 21 November 2011
- (xliv) Forty Second Supplemental dated 23 February 2012 approved 27 February 2012
- (xlv) Forty Third Supplemental dated 15 March 2012 approved under General Approval 2009
- (xlvi) Forty First Supplemental dated 14 May 2012 approved 14 May 2012
- (xlvii) Forty Fifth Supplemental dated 9 October approved under General Approval 2009
- (xlviii) Forty Forth Supplemental dated 13 November 2012 approved 13 November 2012
- (xlix) Forty Sixth Supplemental dated 27 February 2013 approved 27 February 2013
- (l) Forty Seventh Supplemental dated 04 December 2013 approved 04 December 2013
- (li) Forty Ninth Supplemental dated 12 September 2013 approved under General Approval 2009
- (lii) Fiftieth Supplemental dated 02 December 2013 approved under General Approval 2009
- (liii) Fifty First Supplemental dated 27 November 2013 approved under General Approval 2009
- (liv) Forty Eighth Supplemental dated 10 March 2014 approved 12 March 2014
- (lv) Fifty Second Supplemental dated 29 April 2014 approved under General Approval 2009
- (lvi) Fifty Sixth Supplemental dated 14 November approved under General Approval 2009
- (lvii) Fifty Third Supplemental dated 5 December 2014 approved 11 December 2014
- (lviii) Fifty Fifth Supplemental dated 17 December 2014 approved 19 December

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THIS CONTRACT is made the _____ day of _____
BETWEEN:

- (1) Network Rail Infrastructure Limited, a company registered in England under number 2904587 having its registered office at Kings Place, 90 York Way, London, N1 9AG (“Network Rail”); and^{22nd}
- (2) First Capital Connect Limited, a company registered in England under number 5281077 having its registered office at 50 Eastbourne Terrace, Paddington, London W2 6LX (the “Train Operator”)^{35th}

WHEREAS:

- (A) Network Rail is the owner of the Network; and
- (B) Network Rail has been directed by ORR to grant to the Train Operator permission to use certain track comprised in the Network on the terms and conditions of this contract.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 Definitions

In this contract unless the context otherwise requires:

“**Access Agreement**” has the meaning ascribed to it in Part A of the Network Code;

“**access charges review**” has the meaning ascribed to it in paragraph 1(1) of Schedule 4A to the Act;

“**Access Dispute Resolution Rules**” and “**ADRR**” have the meaning ascribed to them in Part A of the Network Code;

“**Access Proposal**” has the meaning ascribed to it in Part D of the Network Code;

“**Act**” means the Railways Act 1993;

“**Affected Party**” has the meaning ascribed to it in Clause 17.1;

“**Affiliate**” means, in relation to any company:

- (a) a company which is either a holding company or a subsidiary of such company; or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary,

and for these purposes “holding company” and “subsidiary” have the meanings ascribed to them in section 736 of the Companies Act 1985;

“**Ancillary Movements**” has the meaning ascribed to it in Part D of the Network Code;

“Applicable Engineering Access Statement” means the Engineering Access Statement in force in respect of the Routes on 11 June 2006, as from time to time amended or replaced under Part D of the Network Code;

“Applicable Timetable Planning Rules” means the Timetable Planning Rules in force in respect of the Routes on 11 June 2006, as from time to time amended or replaced under Part D of the Network Code;

“Applicable Timetable” has the meaning ascribed to it in Schedule 8;

“associate” has the meaning ascribed to it in section 17 of the Act;

“Claims Allocation and Handling Agreement” means the agreement of that name approved by ORR;

Sch. 12

“Collateral Agreements” means the agreements and arrangements listed in Schedule 3;

“Confidential Information” means information relating to the affairs of one party to this contract or any of its Affiliates which has been provided by any such person to the other party under or for the purposes of this contract, or any matter or thing contemplated by this contract or to which this contract relates, the disclosure of which is likely materially to compromise or otherwise prejudice the commercial interests of any such person;

“contract” means this document including all schedules and appendices to it, the Network Code and the Traction Electricity Rules;

“Contract Year” means each yearly period commencing on 01 April 2009 and subsequently on each anniversary of such date^{36th};

“D-X” has the meaning ascribed to it in Part D of the Network Code;

“Default Interest Rate” is two percent above the base lending rate of Barclays Bank PLC as varied from time to time;

“Disputes Chairman” has the meaning ascribed to it in the Access Dispute Resolution Rules;

“Environmental Condition” has the meaning ascribed to it in Part E of the Network Code;

“Environmental Damage” has the meaning ascribed to it in Part E of the Network Code;

“Event of Default” means a Train Operator Event of Default or a Network Rail Event of Default;

“Expiry Date” means Subsidiary Change Date 2016^{36th};

“Force Majeure Event” has the meaning ascribed to it in Clause 17.1;

“Force Majeure Notice” has the meaning ascribed to it in Clause 17.1;

“Force Majeure Report” has the meaning ascribed to it in Clause 17.1;

“Franchise Agreement” means the franchise agreement with the Secretary of State referred to in Schedule 3;

“Franchisee” means the person defined as such in the Franchise Agreement;

“Innocent Party” means, in relation to a breach of an obligation under this contract, the party who is not in breach of that obligation;

“Insolvency Event”, in relation to either of the parties, has occurred where:

- (a) any step which has a reasonable prospect of success is taken by any person with a view to its administration under Part II of the Insolvency Act 1986;
- (b) it stops or suspends or threatens to stop or suspend payment of all or a material part of its debts, or is unable to pay its debts, or is deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986, except that in the interpretation of this paragraph:
 - (i) section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for “£750” there were substituted “£100,000” or such higher figure as the parties may agree in writing from time to time; and
 - (ii) it shall not be deemed to be unable to pay its debts for the purposes of this paragraph if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is satisfied before the expiry of 21 days from such demand;
- (c) its directors make any proposal under section 1 of the Insolvency Act 1986, or it makes any agreement for the deferral, rescheduling or other readjustment (or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors) of all or a material part of its debts, or a moratorium is agreed or declared in respect of or affecting all or a material part of its debts;
- (d) any step is taken to enforce security over or a distress, execution or other similar process is levied or sued out against the whole or a substantial part of its assets or undertaking, including the appointment of a receiver, administrative receiver, manager or similar person to enforce that security;
- (e) any step is taken by any person with a view to its winding up or any person presents a winding-up petition which is not dismissed within 14 days, or it ceases or threatens to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the other party before that step is taken (which approval shall not be unreasonably withheld or delayed); or
- (f) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above,

unless:

- (i) in any case, a railway administration order (or application for such order) has been made or such order (or application) is made within 14 days after the occurrence of such step, event, proposal or action (as the case may be) in relation to the party in question under section 60, 61 or 62 of the Act and for so long as any such order (or application) remains in force or pending; or
- (ii) in the case of paragraphs (a), (d) and (e), the relevant petition, proceeding or other step is being actively contested in good faith by that party with timely recourse to all appropriate measures and procedures;

“Liability Cap” has the meaning ascribed to it in paragraph 1 of Schedule 9;

Sch. 12

“Longstop Date” means 10 June 2006;

“Network” has the meaning ascribed to it in Part A of the Network Code;

“Network Code” means the document now known as the Network Code and formerly known as the Railtrack Track Access Conditions 1995;

“Network Rail Event of Default” has the meaning ascribed to it in paragraph 1.3 of Schedule 6;

“New Working Timetable” means, in respect of any day, the version of the Working Timetable for that day provided by Network Rail in accordance with Condition D2.7.1, as amended pursuant to Condition D2.7.4;

“Office of Rail Regulation” has the meaning ascribed to it under section 15 of the Railways and Transport Safety Act 2003, and references to "ORR" shall be construed as references to the Office of Rail Regulation;

Sch. 12

“Performance Order” has the meaning ascribed to it in Clause 13.3.2;

“Previous Access Agreements” means the track access agreements dated 02 May 2004 and 31 March 2004 between Network Rail Infrastructure Limited and Thameslink Rail Limited and West Anglia Great Northern Railway Limited respectively;

“Railway Code Systems” means necessary systems within the meaning of the Systems Code;

“railway facility” has the meaning ascribed to it in section 83 of the Act;

“relevant ADRR Forum” means the Forum, having the meaning ascribed to it in the ADRR, to which a Relevant Dispute is allocated for resolution in accordance with the ADRR;

“Relevant Dispute” means any difference between the parties arising out of or in connection with this contract;

“Relevant Force Majeure Event” has the meaning ascribed to it in Clause 17.1;

“Relevant Losses” means, in relation to:

- (a) a breach of this contract;
- (b) in the case of Clause 10, any of the matters specified in Clause 10.1(a), (b) or (c) or Clause 10.2(a), (b) or (c) (each a “breach” for the purpose of this definition); or
- (c) in the case of Schedule 8, the matter specified in paragraph 18 of Schedule 8 (a “breach” for the purpose of this definition only),

all costs, losses (including loss of profit and loss of revenue), expenses, payments, damages, liabilities, interest and the amounts by which rights or entitlements to amounts have been reduced, in each case incurred or occasioned as a result of or by such breach;^{Sch. 12}

“Relevant Obligation” has the meaning ascribed to it in Clause 17;

“Rolled Over Access Proposal” has the meaning ascribed to it in Part D of the Network Code;

“Routes” means that part of the Network specified in Schedule 2;

“Safety Case” has the meaning ascribed to it in the Railways (Safety Case) Regulations 2000;

“Safety Obligations” means all applicable obligations concerning health and safety (including any duty of care arising at common law, and any obligation arising under statute, statutory instrument or mandatory code of practice) in Great Britain;

“Services” means the railway passenger services specified in Schedule 5;

“Specified Equipment” means, in relation to each of the Routes, the railway vehicles which the Train Operator is entitled to use in the provision of Services on that Route as specified in Schedule 5;

“SPP Threshold”^{Sch. 12} has the meaning ascribed to it in paragraph 18 of Schedule 8;

“SRA” means the Strategic Rail Authority;

“Stabling” means the parking or laying up of the Specified Equipment or such other railway vehicles as the Train Operator is permitted by this contract to use on the Network, such parking or laying up being necessary or reasonably required for giving full effect to the movements of Specified Equipment required for the provision of the Services;

“Suspension Notice” means a notice in writing served by the relevant party on the other party under paragraph 2 of Schedule 6;

“Systems Code” means the Code of Practice relating to the Management and Development of Railway Information Systems as from time to time approved by ORR under Network Rail’s network licence;

“Termination Notice” means a notice in writing served by the relevant party on the other party under paragraph 3 of Schedule 6;

“the Regulator” means the officer who was appointed by the Secretary of State under section 1 of the Act for the purpose of carrying out the functions assigned or transferred to him by or under the Act, which functions were subsequently transferred to the Office of Rail Regulation by virtue of section 16(1) of the Railways and Transport Safety Act 2003;

“Timetable Participant” shall have the meaning ascribed to it in Part D of the Network Code;

“Track Charges” means the charges payable by or on behalf of the Train Operator to Network Rail, as set out in paragraph 1 of Part 2 of Schedule 7 or under the Traction Electricity Rules;

“Traction Electricity Rules” means the document known as the Traction Electricity Rules published by Network Rail on its website and as may be amended from time to time;

“Train Consist Data” means information as to the number(s) and type(s) of railway vehicle comprised in a train movement;

“Train Operator Event of Default” has the meaning ascribed to it in paragraph 1.1 of Schedule 6;

“TW-X” has the meaning ascribed to it in Part D of the Network Code;

“Train Slot” has the meaning ascribed to it in Part D of the Network Code;

“Value Added Tax” means value added tax as provided for in the Value Added Tax Act 1994, and any tax similar or equivalent to value added tax or any turnover tax replacing or introduced in addition to them, and “VAT” shall be construed accordingly;

“Working Day” has the meaning ascribed to it in Part D of the Network Code; and

“Working Timetable” has the meaning ascribed to it in Part A of the Network Code.

1.2 Interpretation

In this contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any one gender includes the other;
- (c) all headings are for convenience of reference only and shall not be used in the construction of this contract;
- (d) reference to an item of primary or secondary legislation is to that item as amended or replaced from time to time;
- (e) reference to a contract, instrument or other document is to that contract, instrument or other document as amended, novated, supplemented or replaced from time to time;
- (f) reference to a party is to a party to this contract, its successors and permitted assigns;
- (g) reference to a recital, Clause or Schedule is to a recital, clause or schedule of or to this contract; reference in a schedule to a Part of or an Appendix to a schedule is to a part of or an appendix to the schedule in which the reference appears; reference in a Part of a Schedule to a paragraph is to a paragraph of that part; reference to a Part of an appendix is to a part of the appendix in which the reference appears; and reference in a schedule to a Table is a reference to the table included in or annexed to that schedule;
- (h) where a word or expression is defined, cognate words and expressions shall be construed accordingly;
- (i) references to the word “person” or “persons” or to words importing persons include individuals, firms, corporations, government agencies, committees, departments, authorities and other bodies incorporated or unincorporated, whether having separate legal personality or not;
- (j) “otherwise” and words following “other” shall not be limited by any foregoing words where a wider construction is possible;
- (k) the words “including” and “in particular” shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of any foregoing words;
- (l) words and expressions defined in the Railways Act 1993, the Railways (Safety Case) Regulations 2000 and Network Rail’s network licence shall, unless otherwise defined in this contract, have the same meanings in this contract;

- (m) any reference to the term “possession”, either by itself or as part of any composite definition, shall be construed as a reference to a Restriction of Use as defined in Schedule 4;
- (n) words and expressions defined in the Network Code shall have the same meanings in this contract;
- (o) if there is any conflict of interpretation between this contract and the Network Code, the Network Code shall prevail;
- (p) references to the Office of Rail Regulation or ORR shall be construed as references to the "Regulator";
- (q) words and expressions defined in the Traction Electricity Rules shall have the same meanings in this contract; and
- (r) if there is any conflict of interpretation between this contract (not including the Traction Electricity Rules) and the Traction Electricity Rules, the following order of precedence shall apply: (1) the Traction Electricity Rules; and (2) this contract (not including the Traction Electricity Rules)."

1.3 Indemnities

Indemnities provided for in this contract are continuing indemnities in respect of the Relevant Losses to which they apply, and hold the indemnified party harmless on an after tax basis.

2. NETWORK CODE AND TRACTION ELECTRICITY RULES

2.1 Incorporation

The Network Code and the Traction Electricity Rules are incorporated in and form part of this contract.

2.2 Modifications to the Network Code or the Traction Electricity Rules

If either the Network Code or the Traction Electricity Rules or both are modified at any time, Schedule 10 shall have effect.

2.3 Compliance by other operators

Except where ORR has directed otherwise in the exercise of its powers under the Act or the Network Code, and except in relation to London Underground Limited and Heathrow Express Operating Company Limited to the extent that such persons are not party to the Network Code, Network Rail shall ensure that all operators of trains having permission to use any track comprised in the Network agree to comply with the Network Code.

3 CONDITIONS PRECEDENT AND DURATION

3.1 Effective date

The provisions of this contract, other than Clause 5, take effect from the later of:

- (a) the signature of this contract; and

- (b) whichever is the earlier of:
 - (i) the expiry of the Previous Access Agreements; or
 - (ii) the termination of the Previous Access Agreements.

3.2 Conditions precedent to Clause 5

Clause 5 shall take effect when the following conditions precedent have been satisfied in full:

- (a) the Train Operator is authorised by a licence granted under section 8 of the Act to be the operator of trains for the provision of the Services or is exempt from the requirement to be so authorised under section 7 of the Act;
- (b) Network Rail is authorised by a licence granted under section 8 of the Act to be the operator of that part of the Network comprising the Routes or is exempt from the requirement to be so authorised under section 7 of the Act;
- (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 this contract becoming unconditional);
- (d) the Safety Case of each of the parties is accepted under the Railways (Safety Case) Regulations 2000; and
- (e) the provisions of this contract, other than Clause 5, have taken effect in accordance with Clause 3.1.

3.3 Obligations to satisfy conditions precedent to Clause 5

Each party shall use all reasonable endeavours to secure that the following conditions precedent are satisfied as soon as practicable, and in any event not later than the Longstop Date:

- (a) in the case of Network Rail, the conditions precedent contained in Clause 3.2(b) and, insofar as within its control, Clauses 3.2(c) and 3.2(d); and
- (b) in the case of the Train Operator, the conditions precedent contained in Clause 3.2(a) and, insofar as within its control, Clauses 3.2(c) and 3.2(d).

3.4 Consequences of non-fulfilment of conditions precedent to Clause 5

If the conditions precedent set out in Clause 3.2 have not been satisfied in full on or before the Longstop Date:

- (a) this contract shall lapse save for the obligations of confidence contained in Clause 14 which shall continue in force; and
- (b) neither party shall have any liability to the other except in respect of any breach of its obligations under this contract.

3.5 Expiry

This contract shall continue in force until the earliest of:

- (a) lapse under Clause 3.4;
- (b) termination under Schedule 6; and
- (c) 0159 hours on the Expiry Date.

3.6 Suspension and termination

Schedule 6 shall have effect.

4 STANDARD OF PERFORMANCE

4.1 General standard

Without prejudice to all other obligations of the parties under this contract, each party shall, in its dealings with the other for the purpose of, and in the course of performance of its obligations under, this contract, act with due efficiency and economy and in a timely manner with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced:

- (a) network owner and operator (in the case of Network Rail); and
- (b) train operator (in the case of the Train Operator).

4.2 Good faith

The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract (including when conducting any discussions or negotiations arising out of the application of any provisions of this contract or exercising any discretion under them), at all times act in good faith.

5 PERMISSION TO USE

5.1 Permission to use the Routes

Network Rail grants the Train Operator permission to use the Routes.

5.2 Meaning

References in this contract to permission to use the Routes shall, except where the context otherwise requires, be construed to mean permission:

- (a) to use the track comprised in the Routes for the provision of the Services using the Specified Equipment;
- (b) to use the track comprised in the Network in order to implement any plan established under Part H of the Network Code;
- (c) to make Ancillary Movements;
- (d) to Stable, which shall be treated, for the purposes of Part D of the Network Code, as the use of a Train Slot;

- (e) for the Train Operator and its associates to enter upon that part of the Network comprising the Routes, with or without vehicles; and
- (f) for the Train Operator and its associates to bring things onto that part of the Network comprising the Routes and keep them there,

and such permission is subject, in each case and in all respects to:

- (i) the Network Code;
- (ii) the Applicable Engineering Access Statement; and
- (iii) the Applicable Timetable Planning Rules.

5.3 Permission under Clauses 5.2(e) and 5.2(f)

In relation to the permissions specified in Clauses 5.2(e) and 5.2(f):

- (a) the Train Operator shall, and shall procure that its associates shall, wherever reasonably practicable, first obtain the consent of Network Rail, which consent shall not be unreasonably withheld or delayed;
- (b) the Train Operator shall remove any vehicle or other thing so brought onto any part of the Network when reasonably directed to do so by Network Rail; and
- (c) whilst exercising any rights conferred by Clauses 5.2(e) and 5.2(f), the Train Operator shall, and shall procure that its associates shall, comply with such reasonable restrictions or instructions as Network Rail shall specify.

5.4 Changes to Applicable Engineering Access Statement and Applicable Timetable Planning Rules

Changes to the Applicable Engineering Access Statement and the Applicable Timetable Planning Rules are subject to regulatory protection (including appeals) in accordance with Part D of the Network Code.

5.5 Engineering Access Statement, Timetable Planning Rules and Restrictions of Use

Schedule 4 shall have effect.

5.6 The Services and the Specified Equipment

Schedule 5 shall have effect.

5.7 Performance

Schedule 8 shall have effect.

5.8 Stabling

Without prejudice to Network Rail's obligations, if any, under Schedule 5 to provide Stabling, Network Rail shall use all reasonable endeavours to provide such Stabling facilities as are necessary or expedient for or in connection with the provision of the Services in accordance with the Working Timetable.

6 OPERATION AND MAINTENANCE OF TRAINS AND NETWORK

6.1 General

Without prejudice to the other provisions of this contract:

- (a) the Train Operator shall maintain and operate the Specified Equipment used on the Network in accordance with Clause 4.1 with a view to permitting the provision of the Services on the Routes in accordance with the Working Timetable and the making of Ancillary Movements; and
- (b) Network Rail shall maintain and operate the Network in accordance with Clause 4.1 with a view to permitting the provision of the Services on the Routes using the Specified Equipment in accordance with the Working Timetable and the making of Ancillary Movements.

6.2 Trespass, vandalism and animals

Without prejudice to the other provisions of this contract, each of the parties shall use all reasonable endeavours (including participating in such consultation and joint action as is reasonable in all the circumstances) to reduce:

- (a) trespass;
- (b) vandalism; and
- (c) intrusions on to the Network by animals,

in each case as may affect either the provision of the Services or the Routes.

6.3 Safety

In relation to Safety Obligations:

- (a) the Train Operator shall comply with any reasonable request by Network Rail in relation to any aspect of the Train Operator's operations which affects or is likely to affect the performance of Network Rail's Safety Obligations; and
- (b) Network Rail shall comply with any reasonable request by the Train Operator in relation to any aspect of Network Rail's operations which affects or is likely to affect the performance of the Train Operator's Safety Obligations.

6.4 Use of Railway Code Systems

6.4.1 General

The parties shall:

- (a) use the Railway Code Systems in their dealings with each other in connection with matters provided for in this contract; and
- (b) comply with the Systems Code.

6.4.2 *Provision of Train Consist Data*

Without prejudice to Clause 6.4.1, the Train Operator shall:

- (a) provide to Network Rail such Train Consist Data as shall be necessary to enable Network Rail to calculate the amount of Track Charges; and
- (b) procure that such data is true and accurate in all respects.

6.5 Relevant Schedule 7 modifications^{30th}

Schedule 13 shall have effect.

7 TRACK CHARGES AND OTHER PAYMENTS

Schedule 7 shall have effect.

8 LIABILITY

8.1 Performance Orders in relation to breach

In relation to any breach of this contract:

- (a) the Innocent Party shall be entitled to apply under Clause 13 for a Performance Order against the party in breach; and
- (b) if a Performance Order is made, the party against whom it has been made shall comply with it.

8.2 Compensation in relation to breach

In relation to any breach of this contract, the party in breach shall indemnify the Innocent Party against all Relevant Losses.

9 [INTENTIONALLY NOT USED.]^{Sch. 12}

10 LIABILITY - OTHER MATTERS

10.1 Train Operator indemnity

The Train Operator shall indemnify Network Rail against all Relevant Losses resulting from:

- (a) a failure by the Train Operator to comply with its Safety Obligations;
- (b) any Environmental Damage arising directly from the acts or omissions of the Train Operator or the proper taking by Network Rail under Condition E2 of the Network Code of any steps to prevent, mitigate or remedy an Environmental Condition which exists as a direct result of the acts or omissions of the Train Operator; and
- (c) any damage to the Network arising directly from the Train Operator's negligence.

10.2 Network Rail indemnity

Network Rail shall indemnify the Train Operator against all Relevant Losses resulting from:

- (a) a failure by Network Rail to comply with its Safety Obligations;
- (b) any Environmental Damage to the Network arising directly from any acts or omissions of the British Railways Board prior to 1 April 1994 and any Environmental Damage arising directly from the acts or omissions of Network Rail; and
- (c) any damage to the Specified Equipment or other vehicles or things brought onto the Network in accordance with the permission to use granted by this contract arising directly from Network Rail's negligence.

11 RESTRICTIONS ON CLAIMS

11.1 Notification and mitigation

A party wishing to claim under any indemnity provided for in this contract:

- (a) shall notify the other party of the relevant circumstances giving rise to that claim as soon as reasonably practicable after first becoming aware of those circumstances (and in any event within 365 days of first becoming so aware); and
- (b) subject to Clause 11.1(c), shall take all reasonable steps to prevent, mitigate and restrict the circumstances giving rise to that claim and any Relevant Losses connected with that claim; but
- (c) shall not be required to exercise any specific remedy available to it under this contract.

11.2 Restrictions on claims by Network Rail

Any claim by Network Rail against the Train Operator for indemnity for Relevant Losses:

- (a) shall exclude payments to any person under or in accordance with the provisions of any Access Agreement other than any such payments which are for obligations to compensate for damage to property, and so that any claim for indemnity under this contract for such payments for damage to property, in relation to any incident, shall be limited to:
 - (i) the maximum amount for which the Train Operator would be liable for such damage in accordance with the Claims Allocation and Handling Agreement; less
 - (ii) any other compensation which the Train Operator has an obligation to pay for such damage;
- (b) shall exclude loss of revenue in respect of permission to use any part of the Network under or in accordance with any Access Agreement with any person; and
- (c) shall:
 - (i) include Relevant Losses only to the extent that these constitute amounts which Network Rail would not have incurred as network owner and operator but for the relevant breach; and
 - (ii) give credit for any savings to Network Rail which result or are likely to result from the incurring of such amounts.

11.3 Restrictions on claims by Train Operator

Any claim by the Train Operator against Network Rail for indemnity for Relevant Losses:

- (a) shall exclude any Relevant Losses to the extent that they result from delays to or cancellations of trains (other than delays or cancellations in circumstances where the SPP Threshold has been exceeded as provided for in paragraph 18 of Schedule 8^{Sch. 12}); and
- (b) shall:
 - (i) include Relevant Losses only to the extent that these constitute amounts which the Train Operator would not have incurred as train operator but for the relevant breach; and
 - (ii) give credit for any savings to the Train Operator which result or are likely to result from the incurring of such amounts.

11.4 Restriction on claims by both parties

Any claim for indemnity for Relevant Losses shall exclude Relevant Losses which:

- (a) do not arise naturally from the breach; and
 - (b) were not, or may not reasonably be supposed to have been, within the contemplation of the parties:
 - (i) at the time of the making of this contract; or
 - (ii) where the breach relates to a modification or amendment to this contract, at the time of the making of such modification or amendment,
- as the probable result of the breach.

11.5 Limitation on liability

Schedule 9 shall have effect so as to limit the liability of the parties to one another under the indemnities in Clauses 8.2 and 10, but:

- (a) does not limit any liability arising under Schedules 4, 5, 7 or 8 (other than under paragraph 18 of Schedule 8) or under the Traction Electricity Rules;
- (b) in relation to a failure to perform an obligation under the Network Code, only to the extent (including as to time and conditions) that the Network Code so provides; and
- (c) subject to Clause 18.3.3.

11.6 Claims Allocation and Handling Agreement

11.6.1 General

Clauses 16 and 17 of the Claims Allocation and Handling Agreement provide that claims between parties to it are limited to specified amounts unless the parties expressly contract otherwise.

11.6.2 Restriction of application

Except as otherwise expressly provided in this contract, Clauses 16 and 17 of the Claims Allocation and Handling Agreement shall not apply as between the parties to this contract if and to the extent that the giving of any right or remedy as provided for under this contract would be prevented or restricted by Clauses 16 and 17 of the Claims Allocation and Handling Agreement.

11.6.3 Liability for small claims

Nothing in this contract shall affect the application as between the parties of the provisions of the Claims Allocation and Handling Agreement which relate to liability for small claims equal to or below the Threshold (as defined in that agreement).

12 GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of England and Wales.

13 DISPUTE RESOLUTION

13.1 ADRR

A Relevant Dispute shall be referred for resolution in accordance with the Access Dispute Resolution Rules in force at the time of the reference (the “ADRR”), as modified by this Clause 13, unless:

- (a) any Part of the Network Code or the Traction Electricity Rules provides for an alternative dispute resolution procedure for the Relevant Dispute, in which case such alternative procedure shall apply;
- (b) any Part of Schedules 4, 5, 7 or 8 provides for an alternative dispute resolution procedure for the Relevant Dispute, in which case such alternative procedure shall apply; or
- (c) Clause 13.2 applies;

13.2 Unpaid sums

If either party fails to pay:

- (a) any invoice issued to it under this contract in respect of Track Charges; or
- (b) any other sum which has fallen due in accordance with any provision of this contract, then:
 - (i) the amount invoiced or sum due, as referred to in Clause 13.2(a) or (b), shall immediately constitute a debt due and owing from the party who has failed to pay the invoice or sum due to the other party (and to any assignee of a party's right to payment in respect of any invoice or other sum due);
 - (ii) such debt shall be recoverable by any means available under the laws of England and Wales; and
 - (iii) the dispute resolution procedures in Clauses 13.1 and 13.3 to 13.5 shall not apply to proceedings commenced under this Clause 13.2.

13.3 Performance Orders

13.3.1 Power to order provisional relief

For the purposes of section 39 of the Arbitration Act 1996, should any Relevant Dispute be allocated in accordance with the ADRR to arbitration under Chapter F of the ADRR, the arbitrator shall have power to order on a provisional basis any relief which he would have power to grant in a final award including Performance Orders.

13.3.2 Performance Orders

A Performance Order:

- (a) is an order made under Clause 13.3.3(b), relating to a Relevant Dispute, whether by way of interim or final relief; and
- (b) may be applied for by Network Rail or the Train Operator in the circumstances set out in Clauses 8.1 and 9, subject to the qualifications in Clause 17.8,

and an application for a Performance Order shall be without prejudice to any other remedy available to the claimant under this contract (whether final or interim and whether by way of appeal under the Network Code or otherwise).

13.3.3 Duties of arbitrator in relation to Performance Orders

Without prejudice to any additional remedies that may be ordered by the arbitrator under Clause 13.4, where a dispute is allocated in accordance with the ADRR to arbitration and party has applied for a Performance Order, the parties shall agree in a Procedure Agreement, as defined in the ADRR, that:

- (a) the arbitrator shall decide as soon as possible whether the application is well founded or not; and

- (b) if the arbitrator decides that the application is well founded, it shall be required to make an interim or final declaration to that effect and, in that event, the arbitrator may also make any interim or final order directing any party to do or to refrain from doing anything arising from such declaration which he considers just and reasonable in all the circumstances.

13.4 Remedies

The powers exercisable by the arbitrator as regards remedies shall include:

- (a) the powers specified in sections 48(3) to (5) of the Arbitration Act 1996;
- (b) the powers specified in the ADRR;
- (c) the power to make Performance Orders; and
- (d) the power to order within the same reference to arbitration any relief specified in Clause 13.4 (a), (b) and (c) consequent upon, or for the breach of, any interim or final Performance Order previously made.

13.5 Exclusion of applications on preliminary points of law

Any recourse to any Court for the determination of a preliminary point of law arising in the course of the arbitration proceedings is excluded.

14 CONFIDENTIALITY

14.1 Confidential Information

14.1.1 General obligation

Except as permitted by Clause 14.2, all Confidential Information shall be held confidential during and after the continuance of this contract and shall not be divulged in any way to any third party without the prior written approval of the other party.

14.1.2 Network Rail - Affiliates

Except as permitted by Clause 14.2, Network Rail shall procure that its Affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information.

14.1.3 Train Operator - Affiliates

Except as permitted by Clause 14.2, the Train Operator shall procure that its Affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information.

14.2 Entitlement to divulge

Either party, and its Affiliates, and its and their respective officers, employees and agents, shall be entitled in good faith to divulge any Confidential Information without the approval of the other party in the following circumstances:

- (a) to ORR;

- (b) to the Secretary of State;
- (c) to the Health and Safety Executive;
- (d) to any Affiliate of either party;
- (e) to any officer or employee of the party in question or any person engaged in the provision of goods or services to or for him if disclosure is necessary or reasonably required to enable the party in question to perform its obligations under this contract, upon obtaining an undertaking of strict confidentiality from such officer, employee or person;
- (f) to any professional advisers or consultants of such party engaged by or on behalf of such party and acting in that capacity, upon obtaining an undertaking of strict confidentiality from such advisers or consultants;
- (g) to any insurer or insurance broker from whom such party is seeking insurance or in connection with the making of any claim under any policy of insurance upon obtaining an undertaking of strict confidentiality from the insurer or insurance broker;
- (h) to any lender, security trustee, bank or other institution from whom such party is seeking or obtaining finance or credit support for such finance, or any advisers to any such entity, or any rating agency from whom such party is seeking a rating in connection with such finance or credit support, upon obtaining an undertaking of strict confidentiality from the entity, advisers or rating agency in question;
- (i) to the extent required by the Act, any licence under section 8 of the Act held by the party in question, any other applicable law, the rules of any recognised stock exchange or regulatory body or any written request of any taxation authority;
- (j) to the extent that it has become available to the public other than as a result of a breach of confidence; and
- (k) under the order of any court or tribunal of competent jurisdiction (including the Allocation Chair or any relevant ADRR Forum, each as defined in the ADRR).

14.3 Return of Confidential Information

Each of Network Rail and the Train Operator shall promptly return to the other party any Confidential Information requested by the other party if such request:

- (a) is made on or within two months after the Expiry Date or, if this contract lapses or is terminated earlier, is made within two months after the date on which this contract lapses or is terminated;
- (b) is reasonable; and
- (c) contains a sufficient description of the relevant Confidential Information to enable such information to be readily identified and located.

14.4 Retention or destruction of Confidential Information

If Network Rail or the Train Operator, as the case may be, has not received a request to return any Confidential Information to the other party under and within the time limits specified in Clause 14.3, it may destroy or retain such Confidential Information.

14.5 Ownership of Confidential Information

All Confidential Information shall be and shall remain the property of the party which supplied it to the other party.

14.6 Network Code, Traction Electricity Rules and Schedule 7

Nothing in this Clause 14 restricts the right of Network Rail to disclose information to which this Clause 14 applies to the extent that it is permitted or required to do so under the Network Code, the Traction Electricity Rules or Schedule 7.

15 ASSIGNMENT AND NOVATION

15.1 Assignment

Neither party may assign, transfer, novate (including a novation under Clause 15.2) or create any encumbrance or other security interest over the whole or any part of its rights and obligations under this contract except to the extent approved by ORR following consultation with the other party, and subject to the conditions (if any) of ORR's approval.

15.2 Novation

Network Rail (and any assignee of all or part of Network Rail's rights under this contract) shall:

- (a) agree to the novation of the rights and obligations of the Train Operator under this contract in favour of another person (including the Secretary of State or a person nominated by it) in any circumstances where the Secretary of State requests Network Rail to participate in such a novation in the course of exercising its powers under section 30 of the Act; and
- (b) execute such contracts and do such things as the Secretary of State may reasonably request to give effect to the novation.

15.3 Novation terms

Any novation under Clause 15.2 shall be on terms that:

- (a) the Train Operator shall not be released from:
 - (i) any accrued but unperformed obligation;
 - (ii) the consequences of any breach of this contract which is the subject of any proceedings (arbitral or otherwise) for the resolution of a dispute between the parties; or

- (iii) any liability in respect of any thing done under this contract before, or as at the date of, any such novation (except to the extent that such other person agrees to assume and be responsible for it); and
- (b) such other person shall not be required by Network Rail, as a term of or a condition to the novation, to agree to assume and be responsible for any unperformed obligation, liability or consequence of a breach of the kind referred to in Clause 15.3(a), but this shall not prevent any such agreement being a term or condition of the novation if required by the Secretary of State.

16 PAYMENTS, INTEREST AND VAT

16.1 Payment

16.1.1 No deduction

All sums due or payable by either party under this contract shall be paid free and clear of any deduction, withholding or set off except only as may be required by law or as expressly provided in any Schedule to this contract, in the Network Code, or under the Traction Electricity Rules.

16.1.2 Delivery of invoices

All invoices issued under Schedule 7, or statements of amounts payable under Schedules 4, 5 or 8, under the Network Code, or under the Traction Electricity Rules, shall be delivered by hand at, or sent by prepaid first class post or by facsimile transmission (with confirmation copy by prepaid first class post) to, the address for service for the recipient specified in Schedule 1 and shall be deemed to have been received by the addressee in accordance with Clause 18.4.3.

16.1.3 Content of invoices and other statements of amounts payable

Each invoice and statement of amounts payable shall contain such detail as to the constituent elements of the amounts stated to be payable as shall be necessary or expedient so as to enable the person to whom it is given to understand and check it.

16.1.4 Method of payment

All payments shall be made by direct debit mandate or standing order mandate, CHAPS transfer, BACS transfer or other electronic or telegraphic transfer to a London clearing bank or such other financial institution as may be approved by the party entitled to the payment, such approval not to be unreasonably withheld or delayed.

16.2 Interest

Without prejudice to any other rights or remedies which one party may have in respect of the failure of the other party to pay any amount on the due date, amounts payable under this contract and not paid by the due date shall carry interest (to accrue daily and to be compounded monthly) at the Default Interest Rate from the due date until the date of actual payment (as well after judgment as before), except to the extent that late payment arises from any failure by the invoicing party to comply with Clause 16.1.2 or Clause 16.1.3.

16.3 VAT

16.3.1 *Payment of VAT*

Where any taxable supply for VAT purposes is made under or in connection with this contract by one party to the other the payer shall, in addition to any payment required for that supply, pay such VAT as is chargeable in respect of it.

16.3.2 *Reimbursement of VAT*

Where under this contract one party is to reimburse or indemnify the other in respect of any payment made or cost incurred by the other, the first party shall also reimburse any VAT paid by the other which forms part of its payment made or cost incurred to the extent such VAT is not available for credit for the other party (or for any person with whom the indemnified party is treated as a member of a group for VAT purposes) under sections 25 and 26 of the Value Added Tax Act 1994.

16.3.3 *VAT credit note to be issued on repayment*

Where under this contract any rebate or repayment of any amount is payable by one party to the other, and the first party is entitled as a matter of law or of Customs & Excise practice to issue a valid VAT credit note, such rebate or repayment shall be paid together with an amount representing the VAT paid on that part of the consideration in respect of which the rebate or repayment is made, and the first party shall issue an appropriate VAT credit note to the other party.

17 FORCE MAJEURE EVENTS

17.1 Meaning of Force Majeure Event

In this Clause 17:

“**Affected Party**” means, in relation to a Force Majeure Event, the party claiming relief under this Clause 17 by virtue of that Force Majeure Event, and “**Non-affected Party**” shall be construed accordingly;

“**Force Majeure Event**” means ^{Sch. 12} any of the following events (and any circumstance arising as a direct consequence of any of the following events):

- (a) an act of the public enemy or terrorists or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;
- (b) acts of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;

- (c) natural disasters or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
- (d) nuclear, chemical or biological contamination;
- (e) pressure waves caused by devices travelling at supersonic speeds;
- (f) discovery of fossils, antiquities or unexploded bombs; and
- (g) strike or other industrial action which is a single circumstance and which also is a strike or industrial action in sectors of the economy other than the railway industry;

“Force Majeure Notice” means a notice to be given by the Affected Party to the other party stating that a Force Majeure Event has occurred;

“Force Majeure Report” means a report to be given by the Affected Party to the other party following the giving of a Force Majeure Notice;

“Relevant Force Majeure Event” means a Force Majeure Event in relation to which an Affected Party is claiming relief under this Clause 17; and

“Relevant Obligation” means an obligation under this contract in respect of which a Force Majeure Event has occurred and the Affected Party has claimed relief under this Clause 17.

17.2 Nature and extent of relief for Force Majeure

Force Majeure relief under this Clause 17:

- (a) extinguishes the obligation of the Affected Party to indemnify the other party under Clause 8.2 in respect of Relevant Losses sustained as a result of the failure of the Affected Party to perform a Relevant Obligation; but
- (b) is not available in respect of:
 - (i) any obligation to pay money under Schedules 4, 5, 7 and 8 or the Traction Electricity Rules; or
 - (ii) any other obligation to do or refrain from doing any other thing provided for in this contract; and
- (c) is only available in relation to a failure to perform an obligation under the Network Code to the extent (including as to time and conditions) that the Network Code so provides.

17.3 Entitlement to Force Majeure relief

An Affected Party is entitled to Force Majeure relief if and to the extent that:

- (a) performance of the Relevant Obligation^{Sch. 12} has been prevented or materially impeded by reason of a Force Majeure Event;
- (b) it has taken all reasonable steps, taking account of all relevant circumstances (including as to whether the event in question could reasonably have been anticipated):

- (i) to avoid the occurrence of the Force Majeure Event; and
- (ii) to minimise, and where practicable avoid, the effects of the Force Majeure Event on its ability to perform the Relevant Obligation; and
- (c) except in the case of Clause 17.1(f), none of the Affected Party, its officers, employees or agents caused the Force Majeure Event.

17.4 Procedure for claiming relief

Without prejudice to Clause 17.3, an Affected Party is only entitled to claim Force Majeure relief under this Clause 17 if it complies with the obligations to give Force Majeure Notices, Force Majeure Reports and provide other information under Clause 17.5 and to perform its obligations under Clause 17.6.

17.5 Force Majeure Notices and Reports

17.5.1 Force Majeure Notice

In relation to any Relevant Force Majeure Event:

- (a) as soon as reasonably practicable after the Affected Party becomes aware, or ought reasonably to have become aware, that such Force Majeure Event qualifies for relief under this Clause 17 (and, in any event, within 72 hours of becoming aware of such circumstances), the Affected Party shall give a Force Majeure Notice; and
- (b) the Force Majeure Notice shall include detailed particulars (to the extent available) of the Relevant Force Majeure Event and its consequences, its effects on the Affected Party, the Relevant Obligations, the likely duration of such consequences and effects and the remedial measures proposed by the Affected Party to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects.

17.5.2 Force Majeure Report

Following the giving of a Force Majeure Notice:

- (a) the Affected Party shall give a Force Majeure Report as soon as practicable, and in any event within 7 days of service of the Force Majeure Notice; and
- (b) the Force Majeure Report shall constitute a full report on the Relevant Force Majeure Event, amplifying the information provided in the Force Majeure Notice and containing such information as may reasonably be required by the Non-affected Party, including the effect which the Relevant Force Majeure Event is estimated to have on the Affected Party's performance of the Relevant Obligations.

17.5.3 Other information

The Affected Party shall promptly give the Non-affected Party all other information concerning the Relevant Force Majeure Event and the steps which could reasonably be taken, and which the Affected Party proposes to take, to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects as may reasonably be requested by the Non-affected Party from time to time.

17.6 Mitigation

The Affected Party shall, promptly upon becoming aware of the occurrence of a Force Majeure Event in respect of which it intends to claim relief, use all reasonable endeavours to:

- (a) minimise the effects of such Force Majeure Event on the performance of the Relevant Obligations; and
- (b) minimise the duration of such Force Majeure Event,

and shall keep the Non-affected Party fully informed of the actions which it has taken or proposes to take under this Clause 17.6.

17.7 Duration of relief for force majeure

The right of an Affected Party to relief under Clause 17.2 shall cease on the earlier of:

- (a) the date on which its performance of the Relevant Obligations is no longer prevented or materially impeded by the Relevant Force Majeure Event; and
- (b) the date on which such performance would no longer have been prevented or materially impeded if the Affected Party had complied with its obligations under Clause 17.6.

17.8 Availability of Performance Order

If and to the extent that a breach of this contract has been caused by a Relevant Force Majeure Event, the Non-affected Party shall not be entitled to a Performance Order except to secure performance by the Affected Party of its obligations under this Clause 17.

Sch. 12

18 MISCELLANEOUS

18.1 Non waiver

18.1.1 No waiver

No waiver by either party of any failure by the other to perform any obligation under this contract shall operate or be construed as a waiver of any other or further default, whether of a like or different character.

18.1.2 Failure or delay in exercising a right or remedy

The failure to exercise or delay in exercising a right or remedy under this contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

18.2 Variations

18.2.1 Amendments to be in writing and to be approved

No amendment of any provision of this contract shall be effective unless:

- (a) such amendment is in writing and signed by, or on behalf of, the parties; and
- (b) if it is an amendment which requires ORR's approval under section 22 of the Act, the amendment has been approved by ORR.

18.2.2 Exceptions

Clause 18.2.1(b) does not apply to amendments of the following kinds:

- (a) an amendment made by virtue of a general approval issued by ORR under section 22 of the Act; and
- (b) a modification made by virtue of Clause 18.4.2.

18.2.3 No Office of Rail Regulation approval needed

Modifications of the following kinds do not require ORR's approval under section 22 of the Act and so are not subject to Clause 18.2.1(b):

- (a) modifications effected by virtue of any of the Schedules to this contract; and
- (b) modifications effected by virtue of the Network Code or the Traction Electricity Rules,

unless the relevant provision expressly states that it requires the approval of ORR.

18.2.4 Conformed copy of contract

Network Rail shall produce and send to the Train Operator and to ORR a conformed copy of this contract within 28 days of the making of any amendment or modification to it (including any modification made by virtue of Schedule 10).

18.3 Entire contract and exclusive remedies

18.3.1 Entire contract

Subject to Clause 18.3.3:

- (a) this contract contains the entire agreement between the parties in relation to the subject matter of this contract;
- (b) each party acknowledges that it has not been induced to enter into this contract in reliance upon, nor has it been given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this contract and, to the extent that this is not the case, the relevant party unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to any such matter; and

- (c) neither party shall have any right to rescind or terminate this contract either for breach of contract or for misrepresentation or otherwise, except as expressly provided for in this contract.

18.3.2 Exclusive remedies

Subject to Clause 18.3.3 and except as expressly provided in this contract:

- (a) neither party shall have any liability (including liability arising as a result of any negligence, breach of contract or breach of statutory obligation) to the other in connection with the subject matter of this contract; and
- (b) the remedies provided for in this contract shall be the sole remedies available to the parties in respect of any matters for which such remedies are available.

18.3.3 Fraud, death and personal injury

Without prejudice to the generality of this Clause 18.3, nothing in this contract shall exclude, restrict or limit, or purport to exclude, restrict or limit:

- (a) any liability which either party would otherwise have to the other party, or any right which either party may have to rescind this contract, in respect of any statement made fraudulently by the other party before the execution of this contract;
- (b) any right which either party may have in respect of fraudulent concealment by the other party;
- (c) any right which either party may have in respect of a statement of the kind referred to in section 146 of the Act, whether or not proceedings have been instituted in that respect; or
- (d) any liability which either party may have towards the other party for death or personal injury resulting from its negligence or the negligence of any of its officers, employees or agents.

18.4 Notices

18.4.1 Giving of notices

Any notice to be given under this contract:

- (a) shall be in writing; and
- (b) shall be duly given if signed by or on behalf of a person duly authorised to do so by the party giving the notice and delivered by hand at, or by sending it by prepaid first class post or by facsimile transmission (with confirmation copy by prepaid first class post) to, the relevant address or facsimile number set out in Schedule 1.

For the purposes of this Clause 18.4 and Clause 16.1.2, delivery by hand shall include delivery by a reputable firm of couriers.

18.4.2 Right to modify communication details

A party shall be entitled to modify in any respect the communication particulars which relate to it and which are set out in Schedule 1 by giving notice of such modification:

- (a) to the other party as soon as reasonably practicable; and
- (b) to ORR within 14 days of such modification.

18.4.3 Deemed receipt

A notice shall be deemed to have been given and received:

- (a) if sent by hand or recorded delivery, at the time of delivery;
- (b) if sent by prepaid first class post from and to any place within the United Kingdom, three Working Days after posting unless otherwise proven; and
- (c) if sent by facsimile (subject to confirmation of uninterrupted transmission by a transmission report) before 1700 hours on a Working Day, on the day of transmission and, in any other case, at 0900 hours on the next following Working Day.

18.4.4 Copyees

If Schedule 1 specifies any person to whom copies of notices shall also be sent:

- (a) the party giving a notice in the manner required by this Clause 18.4 shall send a copy of the notice to such person at the address for sending copies as specified in Schedule 1, or to such other person or address as may, from time to time, have been notified by the party to be notified to the notifying party under this Clause 18.4; and
- (b) such copy notice shall be sent immediately after the original notice.

18.5 Counterparts

This contract may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this contract by signing either of such counterparts.

18.6 Survival

Those provisions of this contract which by their nature or implication are required to survive expiry or termination of this contract (including the provisions of Clauses 8 (Liability) ^{Sch. 12}, 10 (Liability - Other Matters), 11 (Restrictions on Claims); 12 (Governing Law), 13.2 (Unpaid Sums), 14 (Confidentiality), 16 (Payments, Interest and VAT), 17 (Force Majeure Events), paragraph 4 of Schedule 6 (Consequence of Termination) and Schedule 9 (Limitation on liability)), shall so survive and continue in full force and effect, together with any other provisions of this contract necessary to give effect to such provisions.

18.7 Contracts (Rights of Third Parties) Act 1999

18.7.1 Application to third parties

Save as provided in this Clause 18.7 or as expressly provided elsewhere in this contract, no person who is not a party to this contract shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

18.7.2 Application to the Office of Rail Regulation

ORR shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce directly such rights as have been granted to it under this contract.

18.7.3 Application to the Secretary of State

The Secretary of State shall have the right under the Contracts (Rights of Third Parties) Act 1999 directly to enforce Clauses 15.2 and 15.3.

18.7.4 Application of the Traction Electricity Rules to other train operators

Any Metered Train Operator, Prospective Metered Train Operator or Modelled Train Operator (as defined in the Traction Electricity Rules) shall have the right under the Contracts (Rights of Third Parties) Act 1999 directly to enforce such rights as have been granted to it under the Traction Electricity Rules.

18.8 Interim Treatment of 2013 Periodic Review.

18.8.1 Treatment prior to implementation

If the terms of a Proposed Review Notice proposing amendments to the Contract are not implemented in accordance with paragraph 7 of Schedule 4A to the Act on 1 April 2014 for any reason, then, irrespective of such terms not having been so implemented, each proposed amendment to the Contract set out in the Proposed Review Notice shall have effect on that date or from any later date (or dates) specified in the Proposed Review Notice in respect of any individual amendment, in each case until such time as:

- (a) a Review Implementation Notice is served; or
- (b) following a reference to the Competition Commission in accordance with paragraph 9 of Schedule 4A to the Act, any amendments to the Contract, made in accordance with paragraphs 12(8), 12(9) or 14(3) of Schedule 4A to the Act, come into operation.

18.8.2 Definitions

In this Clause 18.8:

“Current Control Period” means the period of five years commencing at 0000 hours on 1 April 2009 and ending at 2359 hours on 31 March 2014;

“Proposed Review Notice” means as at the last day of the Current Control Period the most recently proposed Review Notice given by ORR in accordance with Schedule 4A of the Act;

“Review Implementation Notice” has the meaning given to “review implementation notice” in paragraph 7 of Schedule 4A to the Act; and

"Review Notice" has the meaning given to “review notice” in paragraph 4 of Schedule 4A of the Act.

19 TRANSITION

19.1 Corresponding Rights

In relation to any Corresponding Right:

- (a) any Access Proposal or Rolled Over Access Proposal made under the Previous Access Agreements in relation to a Train Slot in respect of which there is a Corresponding Right shall:
 - (i) cease to have effect under the Previous Access Agreements as from the Transition Date; and
 - (ii) be deemed to have effect under this contract as from the Transition Date;
- (b) any Train Slot which is the subject of an Access Proposal or Rolled Over Access Proposal referred to in Clause 19.1(a) shall for all purposes be treated as if it had been established in and under this contract and not the Previous Access Agreements;
- (c) any consultations undertaken, notices served, matters referred to dispute resolution, agreements reached or determinations made which:
 - (i) are made in accordance with Parts D, F, G or H of the Network Code under the Previous Access Agreements in relation to the Engineering Access Statement or the Timetable Planning Rules, Major Projects, Vehicle Change, Network Change or train regulation; and
 - (ii) relate to a right under the Previous Access Agreements which is the subject of a Corresponding Right,shall:
 - (A) cease to have effect under the Previous Access Agreements as from the Transition Date; and
 - (B) be deemed to have effect under this contract as from the Transition Date; and
- (d) in applying Schedule 4, effect shall be given:
 - (i) in relation to any Restriction of Use which was notified before the Transition Date, to any Previous Notification Factor;
 - (ii) in relation to any Significant Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreements; and

- (iii) in relation to any Competent Authority Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreements.

19.2 Definitions

In this Clause 19:

“Corresponding Right” means any right of a party under this contract which:

- (a) relates to the permission of the Train Operator to use the Routes; and
- (b) corresponds to a right which:
 - (i) existed under the Previous Access Agreements; and
 - (ii) ceased to have effect under the Previous Access Agreements as from the Transition Date;

“Previous Access Agreements” means the track access agreements dated 02 May 2004 and 31 March 2004 between Network Rail Infrastructure Limited and Thameslink Rail Limited and West Anglia Great Northern Railway Limited respectively;

“Previous Notification Factor” means the Notification Factor as established by reference to Column C, D or E of Annex A to Part 3 of Schedule 4 under the relevant Previous Access Agreements; and

“Transition Date” means the date on which this contract comes into effect for all purposes.

20 RELEVANT SCHEDULE 8 MODIFICATIONS

Schedule 11 shall have effect.

21 ORR PERFORMANCE REVIEW

Subject to the provisions contained therein, Schedule 12 shall have effect.

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^{22nd}

Tel: 020 3356 9595^{22nd}

Fax: 020 3356 9300^{22nd}

All written notices to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR”

and copied to:

The Route Director
Network Rail (Midland and Continental)
7th Floor, 40 Melton Street
London
NW1 2EE^{22nd}

Tel: (020) 7557 8622^{22nd}

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

First Capital Connect Limited
Hertford House
1 Cranwood Street
London
EC1V 9QA

Tel: (020) 7713 2275

Fax: (020) 7713 2147^{1st}

All written notices to be marked:

“URGENT: ATTENTION THE MANAGING DIRECTOR”

SCHEDULE 2: THE ROUTES ^{55TH}

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.

SCHEDULE 3: COLLATERAL AGREEMENTS

1. An access agreement between (1) the Train Operator and (2) Network Rail granting the Train Operator permission to use the following stations King's Cross, London Bridge and Gatwick Airport in respect of which Network Rail is the facility owner.
2. An agreement under which the Train Operator agrees to become a party to the Claims Allocation and Handling Agreement and, for the purpose of Schedule 6, the Claims Allocation and Handling Agreement.
3. A franchise agreement between (1) the Train Operator and (2) the Secretary of State under the Act under which the franchisee undertakes to provide or procure the provision of all or a material part of the Services.
4. An accession agreement to the document entitled Emergency Access Code as approved or directed by ORR and, for the purpose of Schedule 6, the Emergency Access Code.

**SCHEDULE 4: ENGINEERING ACCESS STATEMENT, TIMETABLE PLANNING
RULES AND RESTRICTIONS OF USE^{54th}**

PART 1: NOT USED

PART 2: NOT USED

PART 3: COMPENSATION FOR RESTRICTIONS OF USE

Definitions

Defined terms

In this Part 3 and its Annexes, unless the context otherwise requires:

- “Applicable Timetable”** means, in respect of any day, that part of the Working Timetable in respect of that day which is required to be drawn up in accordance with Condition D2.1.1 of the Network Code as at 22:00 hours on the day prior to that day;
- “Bi-annual Timetable”** means either of the following:
- (a) the Corresponding Day Timetable for all days in the period from and including the Principal Change Date up to but excluding the immediately following Subsidiary Change Date; or
 - (b) the Corresponding Day Timetable for all days from and including the Subsidiary Change Date up to but excluding the immediately following Subsidiary Change Date or Principal Change Date, as the case may be;
- “Cancellation Minutes”** shall have the meaning ascribed to it in Schedule 8;
- “Cap”** shall have the meaning ascribed to it in Schedule 8;
- “Corresponding Day”** means, in respect of any day (the **“first day”**):
- (a) a day which is contained in the same Timetable Period as the first day and on which the Services scheduled in the New Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the New Working Timetable for the first day; or
 - (b) if no day is found under paragraph (a) above, then a day which is contained in the equivalent Timetable Period for the time of year, in the year immediately preceding the Timetable Period which includes the first day and on which the

Services scheduled in the New Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the New Working Timetable for the first day; or

- (c) if no day is found under paragraph (a) or (b) above, such other day as the parties may agree or as may be determined in accordance with paragraph 12.2;

“Corresponding Day Timetable” means, in relation to a Corresponding Day, the New Working Timetable or such other timetable as may be agreed between the parties or otherwise determined in accordance with paragraph 12.2;

“Day 42 Statement” shall have the meaning ascribed to it in paragraph 13.1(a);

“Disrupted”

means:

- (a) cancelled;
- (b) diverted off the Route over which it was scheduled to run in the Corresponding Day Timetable; and/or
- (c) starting or finishing short in comparison with the Service as timetabled in the Corresponding Day Timetable;

“First Restriction” shall have the meaning ascribed to it in paragraph 2.12(a)(i);

“First Restriction Period” shall have the meaning ascribed to it in paragraph 2.12(a)(ii);

“Further Restriction” shall have the meaning ascribed to it in paragraph 2.12(a)(ii)(B);

“High Speed Diversion” means a situation in which a Train is diverted between successive Monitoring Points such that it travels a longer distance at a higher average speed than that normally scheduled and arrives at its destination at a

	time later than that specified in the New Working Timetable;
“Initial Indexation Factor”	shall have the meaning ascribed to it in Schedule 7;
“Monitoring Point”	shall have the meaning ascribed to it in Schedule 8;
“Network Rail Restriction of Use”	means any Restriction of Use other than an Operator Restriction of Use;
“Notification Factor” or “NF”	shall have the meaning ascribed to it in paragraph 9;
“Off-Peak”	where applicable, has the meaning ascribed to it in Schedule 5;
“Operator Restriction of Use”	means a Restriction of Use of the type referred to in paragraph 2.3;
“Over-run”	shall have the meaning ascribed to it in paragraph 2.12(a);
“Peak”	where applicable, has the meaning ascribed to it in Schedule 5;
“Period”	shall have the meaning ascribed to it in Schedule 8;
“Public Holiday”	means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;
“Recovery Allowance”	means an allowance for additional time incorporated in the New Working Timetable or (where the Train Operator requests that the allowance is not incorporated in the New Working Timetable and Network Rail complies with that request) the Applicable Timetable to allow a Train to regain time lost during an earlier part of its journey;
“Restriction of Use”	means, in respect of any day, any restriction of use of all or any part of the Routes (other than one caused by a Recovery Allowance which was contained in the Applicable Timetable Planning Rules relevant to that day notified to each Timetable Participant on or before D-26) which results in: <ul style="list-style-type: none"> (a) a difference between the Applicable Timetable on that day as compared with the New Working

	Timetable in respect of that day; and/or
	(b) a difference between the New Working Timetable on that day as compared with the Corresponding Day Timetable in respect of the Corresponding Day;
“Restriction of Use Day”	means a day on which a Network Rail Restriction of Use is taken or deemed to be taken;
“RoU Claim Notice”	0means a notice issued by either party pursuant to paragraph 2.8;
“RoU Direct Costs”	0means the aggregate amount of: <ul style="list-style-type: none"> (a) bus and taxi hire costs; (b) publicity costs; (c) train planning and diagramming costs; and 0 (d) other costs directly related to the organisation and management of the Train Operator’s response to a Type 2 Restriction of Use, <p>1reasonably incurred by the Train Operator as a result of a Type 2 Restriction of Use, adjusted by:</p> <ul style="list-style-type: none"> (i) adding any increase in RoU Variable Costs; and (ii) deducting any decrease in RoU Variable Costs;
“RoU Liability”	0means any costs, direct losses and expenses (including any loss of revenue) reasonably incurred or reasonably expected to be incurred by the Train Operator (including any increase in RoU Variable Costs but net of any benefit arising from the taking of a Restriction of Use including any decrease in RoU Variable Costs) as a consequence of a Type 3 Restriction of Use or any Restriction(s) of Use covered by an SPD Claim;
“RoU Losses”	0means any RoU Direct Costs or RoU Liability (as applicable);
“RoU Trigger Date”	0means, in respect of any Period, the later to occur of the following: <ul style="list-style-type: none"> (a) the date on which Network Rail issues a Day 42

	Statement; and
	(b) in the event of any dispute in respect of Network Rail's Day 42 Statement, the date on which such dispute is agreed or determined;
“RoU Variable Costs”	means any Train Operator costs which vary as a result of a Restriction of Use or where applicable an Over-run arising directly from changes in train mileage including maintenance, fuel or the Traction Electricity Charge, the Variable Track Usage Charge and the Capacity Charge (as such terms are defined in Schedule 7);
“RPI”	shall have the meaning ascribed to it in Schedule 7 of this contract;
“SPD Claim”	has the meaning specified in paragraph 2.10(d);
“SPD Notice”	means a notice issued by either party pursuant to paragraph 2.10(a);
“SPD Period”	means the period of any 3 or 7 (as the case may be) consecutive Periods in which it is agreed or determined that Sustained Planned Disruption has occurred in respect of the Train Operator, together with any subsequent consecutive Period up to but excluding the first Period to occur in respect of which it is agreed or determined that the test for Sustained Planned Disruption is not satisfied in respect of the Train Operator;
“SPD Cost Threshold No.1”	means £609,500;
“SPD Cost Threshold No.2”	means £1,219,000;
“SPD Revenue Threshold No.1”	means 20% of a figure to be determined and published by ORR;
“SPD Revenue Threshold No.2”	means 15% of a figure to be determined and published by ORR;
“SPD Termination Notice”	has the meaning specified in paragraph 2.10(c);
“Sustained Planned Disruption” or “SPD”	means a circumstance where: (a) the aggregate of the compensation payable in respect of a Service Group calculated in

accordance with paragraph 3 for any one or more Restrictions of Use during:

- (i) 3 consecutive Periods is equal to or exceeds SPD Revenue Threshold No.1; or
- (ii) 7 consecutive Periods is equal to or exceeds SPD Revenue Threshold No.2,

and that the difference between the RoU Liability calculated in accordance with paragraph 8 and the compensation calculated in accordance with paragraph 3 and paragraph 4 for such Restrictions of Use during that period would be more than £10,000; or

(b) in respect of any one or more Restrictions of Use during :

- (i) 3 consecutive Periods the difference between the Train Operator's RoU Liability (excluding any loss of revenue) calculated in accordance with paragraph 8 and the Train Operator's costs calculated under paragraph 4 would be more than SPD Cost Threshold No. 1; or
- (ii) 7 consecutive Periods the difference between the Train Operator's RoU Liability (excluding any loss of revenue) calculated in accordance with paragraph 8 and the Train Operator's costs calculated under paragraph 4 would be more than SPD Cost Threshold No. 2;

“Service Code” shall have the meaning ascribed to it in Schedule 8;

“Service Group” shall have the meaning ascribed to it in Schedule 8;

“Train” shall have the meaning ascribed to it in Schedule 8;

“Train–Bus–Train Pattern” means a situation where:

- (a) a Restriction of Use occurs on any section of track between:
 - (i) successive Monitoring Points; or
 - (ii) the station of origin and the next

Monitoring Point; and

- (b) the Train Operator uses a substitute bus or other alternative road service between any pair of stations situated:
 - (i) between or including such successive Monitoring Points; or
 - (ii) at or between the station of origin and the next Monitoring Point;

“Type 1 Restriction of Use” means any single Restriction of Use which does not fall within the definition of Type 2 Restriction of Use or Type 3 Restriction of Use;

“Type 2 Restriction of Use” means:

- (a) a single Restriction of Use of more than 60 consecutive hours (excluding any part of that Restriction of Use which occurs during a Public Holiday); and
- (b) which results in a Service being Disrupted ~~but~~ excluding any Restriction of Use which falls within the definition of Type 3 Restriction of Use;

“Type 3 Liability Claim” has the meaning specified in paragraph 2.7(b);

“Type 3 Restriction of Use” means a single Restriction of Use of more than 120 consecutive hours (including any part of that Restriction of Use which occurs during a Public Holiday);

“Unplanned Over-run Period” shall have the meaning ascribed to it in paragraph 2.12(a)(ii)(A);

“Viable Transfer Point” a station normally served by the services operated by the Train Operator, and equipped to enable the efficient and safe transfer of trainloads of passengers to and from alternative modes of transport, and/or services operated by other Train Operators, and which the parties have agreed, and set out in Annex B, shall be used for the purpose of providing bus substitution services, and for calculating the cost of bus substitution services in accordance with the provisions of paragraph 4 “Costs Compensation for Network Rail Restrictions of Use”;

“Week” means a period commencing at 00:00:00 hours on any Saturday and ending at 23:59:59 hours on the next following Friday; and

“White Period” means any period during which the taking of a Restriction of Use would not result in any compensation being payable in accordance with paragraph 3.

1.2 *Suspension Notices*

Wherever a Suspension Notice is in force, the effects of that Suspension Notice shall be the subject of Clause 3.6 and not of this Schedule 4. A Restriction of Use shall only be treated as a Restriction of Use to the extent that it involves a Restriction of Use of all or any part of the Routes which is not covered by the restriction under that Suspension Notice.

1.3 *Possession*

Any reference in this contract to the term “possession”, whether on its own or in composite, should be construed as “Restriction of Use” as defined in this Part 3.

1.4 *White Period*

In respect of any Type 1 Restriction of Use, Type 2 Restriction of Use or Type 3 Restriction of Use, where a Restriction of Use starts before and/or ends after a White Period, the entire length of the Restriction of Use shall be taken into account when counting the cumulative total hours.

2 Application of this Part

2.1 *Entry into effect*

This Part 3 shall apply in respect of Restrictions of Use.

2.2 *Applicable Engineering Access Statement and the Network Code*

The provisions of this Part 3 shall be without prejudice to:

- (a) Network Rail’s right to take Restrictions of Use under or pursuant to the Applicable Engineering Access Statement;
- (b) the establishment of any amended Working Timetable under Part H of the Network Code; and

- (c) any rights pursuant to the Network Code that the Train Operator may have to challenge any decision of Network Rail.

2.3 *Operator Restriction of Use*

Network Rail shall not be obliged to make any payments to the Train Operator for any one or more Restrictions of Use to the extent:

- (a) required as a result of any damage to the Network or Environmental Damage which in each case:
 - (i) arises wholly or mainly from the operations of the Train Operator or its failure to comply with its obligations under this contract; and
 - (ii) Network Rail demonstrates is in excess of fair wear and tear arising from use of the Network by the Train Operator;
- (b) requested by the Train Operator (other than for the purposes of inspection, maintenance, renewal or repair of the Network); or
- (c) required in connection with a Network Change proposed by the Train Operator under Condition G3.

2.4 *Network Rail payments*

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 and 2.10 where applicable.

2.5 *Type 1 Restriction of Use*

Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 1 Restriction of Use.

2.6 *Type 2 Restriction of Use*

- (a) Except where paragraph 2.6(c) applies, Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 2 Restriction of Use.
- (b) If either party reasonably believes or expects that the difference between RoU Direct Costs calculated in accordance with paragraph 6 and the costs calculated under paragraph 4 would exceed £10,000 then that party will be entitled to require that the costs be calculated in accordance with paragraph 6 by serving an RoU Claim Notice within the time periods set out in paragraph 2.8.

- (c) Following a request in accordance with paragraph 2.6(b), if it is agreed or determined that the difference between RoU Direct Costs calculated in accordance with paragraph 6 and the costs calculated under paragraph 4 exceeds £10,000 then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 6.

2.7 *Type 3 Restriction of Use*

- (a) Except where paragraph 2.7(c) applies, Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 3 Restriction of Use.
- (b) If either party reasonably believes or expects that the difference between RoU Liability calculated in accordance with paragraph 7 and the costs and losses calculated under paragraphs 3 and 4 would exceed £10,000 then that party will be entitled to require that the costs and losses be calculated in accordance with paragraph 7 instead by serving an RoU Claim Notice within the time periods set out in paragraph 2.8 (a “Type 3 Liability Claim”).
- (c) Following a request in accordance with paragraph 2.7(b), if it is agreed or determined that the difference between RoU Liability calculated in accordance with paragraph 7 and the costs and losses calculated under paragraphs 3 and 4 exceeds £10,000 then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 7.

2.8 *RoU Claim Notice*

- (a) Either party wishing to make a request pursuant to Clause 2.6(b) or Clause 2.7(b) must notify the other that a Restriction of Use is a Type 2 Restriction of Use or a Type 3 Restriction of Use and that the circumstances in paragraph 2.6(b) or 2.7(b) (as applicable) apply within 56 days of the RoU Trigger Date relating to the Period in which that Restriction of Use commences.
- (b) The notice referred to in paragraph 2.8(a) must, if provided by the Train Operator, include details of the estimate of the RoU Direct Costs or RoU Liability (as applicable) which the Train Operator has incurred in respect of the relevant Restriction of Use.

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).

- (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”.

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(b).
- (b) 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.
- (c) 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).
- (d) 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.

- (e) Provided a party has issued an SPD Notice in accordance with paragraph 2.10(b), nothing in paragraph 2.10(d) 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(d).
- (f) 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.
- (g) 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.

2.11 *Early notice of RoU Losses*

The parties may at any time engage in discussions on any matter likely to result in payments in respect of any RoU Losses and shall use reasonable endeavours to agree whether such RoU Losses calculated in accordance with paragraph 6, 7 or 8 are likely to arise and/or what mitigating actions should be contemplated to reduce or avoid such RoU Losses. The party initiating such discussions shall provide to the other reasonable evidence in writing of why it thinks such RoU Losses will arise or mitigating actions should be contemplated. Following any agreement or determination that such RoU Losses are likely to arise in connection with one or more future Restrictions of Use or that mitigating actions should be contemplated, the parties shall where reasonably practicable engage in discussions on any options for mitigating costs, revenue loss and/or disruption including any advance compensation for such Restriction(s) of Use to the extent such advance compensation would or would reasonably be expected to facilitate the mitigation of the contemplated disruption. Nothing in this contract shall prevent Network Rail and the Train

Operator agreeing any options for mitigating costs and disruption in respect of any Restriction(s) of Use. Unless otherwise agreed, the timescales for claiming RoU Losses shall still apply.

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.
- (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.

3 Revenue loss compensation for Network Rail Restrictions of Use

3.1 *Basis for calculations*

For each Period and for each Service Group, Network Rail shall calculate the compensation payable in respect of all Network Rail Restrictions of Use on each Restriction of Use Day in that Period by applying, in accordance with paragraphs 3.2 and 3.3, the formulae in paragraphs 3.4, 3.5 and 3.6. For the purposes of determining for this paragraph 3 to which Service Group a particular Train is allocated, a Train (or portion of a Train) shall be treated as allocated to a particular Service Group by reference to its Service Code, provided that where a particular Train (or portion of a Train) is given a different Service Code in the New Working Timetable from the

Service Code given to it in the Applicable Timetable or a different Service Code in the Corresponding Day Timetable from the Service Code given to it in the New Working Timetable it shall be treated as part of the Service Group in relation to whichever of those Service Codes most correctly applies to that Train or, where both Service Codes could equally apply to that Train, to the Service Code applied to that Train in the New Working Timetable.

3.2 *Separate calculations*

In applying the formula in paragraph 3.4, Network Rail shall calculate the compensation payable separately in respect of all:

- (a) Network Rail Restrictions of Use which are taken into account in the New Working Timetable; and
- (b) Network Rail Restrictions of Use which are not so taken into account but are taken into account in the Applicable Timetable.

3.3 *Meaning of T1 and T2*

In paragraph 3.4:

- (a) where Network Rail is making the calculation for the purpose of paragraph 3.2(a), T1 shall mean the Corresponding Day Timetable and T2 shall mean the New Working Timetable for the Restriction of Use Day; and
- (b) where Network Rail is making the calculation for the purpose of paragraph 3.2(b), T1 shall mean the New Working Timetable for the Restriction of Use Day and T2 shall mean the Applicable Timetable for the Restriction of Use Day.

3.4 *Formula*

The formula referred to in paragraph 3.1 is as follows:

$$NRP = \Sigma((WACM + NREJT) \bullet BF \bullet NRPR \bullet NF)$$

where:

- (a) NRP is the Network Rail Payment;
- (b) Σ is the sum across all Network Rail Restrictions of Use and all Restriction of Use Days in the Period;
- (c) WACM is the weighted average of Cancellation Minutes for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$WACM = (CM - NRPP) \bullet \Sigma \frac{(MPW \bullet CS)}{SS}$$

where:

CM is the Cancellation Minutes for the Service Group in question specified in column J of Appendix 1 to Schedule 8;

NRPP is the Network Rail performance point for the Service Group in question specified in column B of Appendix 1 to Schedule 8;

Σ is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to the Monitoring Point, as specified in column O of Appendix 1 to Schedule 8;

CS is the number by which the number of stops at that Monitoring Point scheduled for that day in T2 is less than SS as a result of the Network Rail Restriction of Use; and

SS is the number of stops at the Monitoring Point scheduled for that day in T1;

- (d) NREJT is the extended Journey Time as a result of a Network Rail Restriction of Use in respect of Services in that Service Group, for the Restriction of Use Day, being Services which are not cancelled, calculated according to the following formula:

$$\text{NREJT} = \text{EJT} \bullet \left(1 - \frac{\Sigma (\text{MPW} \bullet \text{CS})}{\text{SS}}\right)$$

where:

Σ , MPW, CS and SS have the meanings ascribed to them in paragraph 3.4(b) above; and

EJT is the extended Journey Time as a result of a Network Rail Restriction of Use in respect of Services in that Service Group calculated according to the following formula:

if no Train in that Service Group is scheduled in T2 for that day, then EJT shall equal 0;

if otherwise,

EJT is the lesser of:

- (i) the number of minutes specified as the Cap for the Service Group in column K of Appendix 1 to Schedule 8; and

- (ii) $\text{AJT} \bullet ((u-v)/v)$,

provided always that if v equals or is greater than u, EJT shall equal 0;

where:

AJT is the average Journey Time for Trains in the Service Group scheduled for that day in T1, and shall be equal to the aggregate of the Journey Times scheduled in T1 in respect of such Trains divided by the aggregate number of Journeys scheduled in T1 in respect of such Trains;

u is the average speed of Trains in the Service Group scheduled for that day in T1, and shall be equal to the aggregate of the number of miles scheduled to be run in T1 by such Trains divided by the aggregate of the Journey Times scheduled in T1 in respect of such Trains; and

v is the speed to which the average speed of Trains in the Service Group scheduled for that day in T2 is reduced as a result of the Network Rail Restrictions of Use (calculated by reference to the aggregate of the number of miles which such Trains are scheduled to run in T2 divided by the aggregate of the end to end Journey Times scheduled in T2 in respect of such Trains),

and for the purposes of this paragraph 3.4:

“Journey”

means the journey of the Train scheduled in the relevant timetable from its station of origin to its destination station; provided that if a Train crosses a Service Group boundary then in respect of each Service Group the Train’s station of origin and destination station shall respectively mean the station at which the Train commences that part of its journey in that Service Group and the station at which it ends that part of its journey in that Service Group; and that where any Train splits to become more than one Train then that part of the Train’s journey up to the station where it splits shall be treated as one journey and each Train into which the Train splits shall be treated as making a separate journey; and

“Journey Time”

shall be calculated in respect of each journey by reference to the difference in minutes between the time of departure from the station of origin and the time of arrival at the destination station;

- (e) BF is the busyness factor, as calculated for each Service Group according to the following formula:

$$BF = \frac{\sum (MPW \bullet SS)}{AS}$$

where:

AS is the average number of stops at the Monitoring Point (being the Monitoring Point referred to in the definition of MPW) per day scheduled in the Bi-annual Timetable; and

MPW and SS have the meanings ascribed to them in paragraph 3.4(b); and

- (f) NRPR is the Network Rail payment rate specified in column E of Appendix 1 to Schedule 8, as indexed according to the relevant provisions of Schedule 8.

3.5 *High Speed Diversions*

Where there is a High Speed Diversion and WACM, as defined in paragraph 3.4(b), has a value equal to or less than zero then the following formula shall apply:

$$\text{ANRP} = \frac{\text{TDR}_{\text{SG}} \bullet (\text{CM} - \text{NRPP}) \bullet \text{NRPR} \bullet \text{BF} \bullet \text{NF}}{\text{TDT}_{\text{SG}}}$$

where:

ANRP is the additional Network Rail payment;

TDR_{SG} is, in respect of each Service Group and each Restriction of Use Day on which a High Speed Diversion applies, the number of Trains in the Service Group scheduled in T2 to be subject to the High Speed Diversion;

TDT_{SG} is the total number of Trains scheduled to be run in the Service Group in T1;

T1 and T2 shall have the meanings ascribed to them in paragraph 3.3; and

CM, NRPP, NRPR and BF shall have the meanings ascribed to them in paragraph 3.4.

In such a situation, the Train Operator shall provide Network Rail with evidence, either that the High Speed Diversion has been common for the Services in question in the past or that the High Speed Diversion would arise as a result of a change in circumstances.

In default of agreement, in relation to the adequacy of such evidence, between the Train Operator and Network Rail within 28 days after the New Working Timetable is issued reflecting the relevant Network Rail Restriction of Use, the mechanism and procedure for dispute resolution set out in paragraphs 13.2, 13.3 and 13.4 shall apply.

3.6 *Train-Bus-Train Patterns*

If any Service Group on any day is subject to a Train-Bus-Train Pattern on account of a Network Rail Restriction of Use, and where WACM, as defined in paragraph 3.4(b),

has a value equal to or less than zero, then Network Rail shall pay to the Train Operator an additional payment calculated as follows:

$$\text{ANRP} = \frac{\text{TTS}_{\text{SG}} \bullet (\text{CM} - \text{NRPP}) \bullet \text{DV} \bullet \text{NRPR} \bullet \text{BF} \bullet \text{NF}}{\text{TTR}_{\text{SG}}}$$

where:

ANRP is the additional Network Rail payment;

TTS_{SG} is the total number of Trains scheduled in T2 to be run in the Service Group for that Restriction of Use Day to terminate at a destination other than that shown for those Trains due to a Train-Bus-Train Pattern in T1;

TTR_{SG} is the total number of Trains scheduled to be run in the Service Group in T1;

T1 and T2 shall have the meanings ascribed to them in paragraph 3.3;

CM, NRPP, NRPR and BF shall have the meanings ascribed to them in paragraph 3.4; and

DV shall have the value of 0.125,

provided that if:

TTR_{SG} is less than TTS_{SG} then $\frac{\text{TTS}_{\text{SG}}}{\text{TTR}_{\text{SG}}}$ shall be deemed to have the value of one.

In such a situation the Train Operator shall provide Network Rail with evidence, either that the Train-Bus-Train Pattern resulting from the Network Rail Restriction of Use is an arrangement that has been commonly used in the past by that Train Operator on the Services in question, or that it has arisen due to a change in circumstances.

In default of agreement, in relation to the adequacy of such evidence, between the Train Operator and Network Rail within 28 days after the New Working Timetable is issued reflecting the relevant Network Rail Restriction of Use, the mechanism and procedure for dispute resolution set out in paragraphs 13.2, 13.3 and 13.4 shall apply.

4 Costs compensation for Network Rail Restrictions of Use

4.1 Basis for calculations

For each Period and for each Service Group, Network Rail shall calculate the compensation payable in respect of all Network Rail Restrictions of Use on each Restriction of Use Day in that Period by applying the formulae in paragraph 4.2. For the purposes of determining for this paragraph 4 to which Service Group a particular

Train is allocated, a Train (or portion of a Train) shall be treated as allocated to a particular Service Group by reference to its Service Code, provided that where a particular Train (or portion of a Train) is given a different Service Code in the New Working Timetable from the Service Code given to it in the Applicable Timetable or a different Service Code in the Corresponding Day Timetable from the Service Code given to it in the New Working Timetable it shall be treated as part of the Service Group in relation to whichever of those Service Codes most correctly applies to that Train or, where both Service Codes could equally apply to that Train, to the Service Code applied to that Train in the New Working Timetable.

4.2 *Cost compensation formula*

The formula referred to in paragraph 4.1 is as follows:

$$\text{Cost compensation} = \sum (\text{RRBC} + \text{TMC})$$

where:

- (a) \sum is the sum across all applicable Network Rail Restrictions of Use and all Restriction of Use Days in the Period;
- (b) RRBC is the rail replacement bus cost, for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$\text{RRBC} = \text{EBM} \times \text{EBMPR}$$

Where:

EBM is the number of estimated bus miles for the Train Operator; and

EBMPR is the payment rate per EBM, which is £14.29.

If there is full bus replacement

$$\text{EBM} = \text{EBMW} \times \text{FBRmiles}$$

If there is partial bus replacement

$$\text{EBM} = \text{EBMW} \times 0.5 \times \text{PBRmiles} \times \text{ITS}$$

If there is no bus replacement (as set out in Annex B to this Part 3 of Schedule 4)

$$\text{EBM} = \text{EBMW} \times 0$$

where:

EBMW is the weighting applicable to the affected section of route, as set out in Annex B to this Part 3 of Schedule 4;

FBRmiles is the length of route, in miles, between the applicable pair of Viable Transfer Points over which train services are affected and for which full bus replacement is required as set out in Annex B to this Part 3 of Schedule 4;

- PBRmiles is the length of route, in miles, between the applicable pair of Viable Transfer Points over which train services are affected and for which partial bus replacement is required as set out in Annex B to this Part 3 of Schedule 4;
- ITS is 1 or the percentage of trains stopping at intermediate stations for those cases where EBMW = 50%; and
- (c) TMC is the cost or saving resulting from train mileage change, for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$\text{TMC} = \text{TM} \times \text{TMPR}$$

where:

TM is the change in train mileage; and

TMPR is the payment rate per train mile, as stipulated in Annex C to this Part 3 of Schedule 4.

5 Estimated bus miles change mechanism

5.1 Circumstances in which parties agree to amend Annex B

Either party may by notice to the other propose that Annex B be amended in accordance with this paragraph 5.

5.2 Procedure for amendments to Annex B

- (a) The party who wishes to amend Annex B shall notify the other party of any such proposed change and the date from which it proposes that such change will have effect:
- (i) where such change relates to a forthcoming timetable change, on or before the first day of the month which falls 6 months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and
 - (ii) in any other case prior to the date from which it proposes such change shall have effect.
- (b) Any notice under sub-paragraph 5.2(a) shall specify as far as possible that party's proposed amendments to Annex B. Promptly following the service of any such notice the parties shall endeavour to agree whether Annex B should be amended in accordance with this paragraph 5 and if so the amendments.
- (c) If the parties fail to reach agreement within 90 days after service of the relevant notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior

to that date, the matter may be referred for resolution in accordance with the ADRR. In respect of any such dispute which is referred for resolution under the ADRR the parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum shall have regard to any relevant criteria and/or policy statement most recently issued by ORR.

- (d) Any amendment to Annex B shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this paragraph 5, the parties shall use all reasonable endeavours to ensure that ORR is furnished with such amendment and sufficient information and evidence as it shall require to determine whether or not to approve the amendment.
- (e) Any amendment to Annex B shall apply with effect from:
 - (i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 5.2 (a) (i) applies); or
 - (ii) subject to paragraph 5.2 (d) the date proposed by the party requesting the change in accordance with paragraph 5.2 (a) (ii) (unless otherwise agreed by the parties or determined by the expert in relation to the change).

5.3 Costs of implementing amendment

The party proposing the amendment to Annex B shall (subject to any determination of an expert as to costs, where a matter is referred to that expert under paragraph 5.2(c)) pay 90 percent of costs incurred by or on behalf of the other party in assessing and implementing the amendments to Annex B, provided that those costs shall be the minimum reasonably necessary to assess and implement that amendment.

6 RoU Direct Costs compensation for Type 2 Restrictions of Use

6.1 Compensation arrangements

- (a) Following receipt of an RoU Claim Notice in respect of a Type 2 Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Direct Costs compensation to be paid by one party to the other in respect of such Type 2 Restriction of Use and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.
- (b) Once the compensation referred to in paragraph 6.1(a) has been agreed or determined (and has been compared against any amounts calculated under paragraph 4 together with any other amounts paid or due to the Train Operator from Network Rail in relation to such Restriction of Use) then, in the event of:

- (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator shall be the full amount of the RoU Direct Costs actually incurred by the Train Operator less any amounts calculated under paragraph 4 which have already been paid or are due for such Restriction of Use and any other amounts in respect of any RoU Direct Costs received by the Train Operator from Network Rail in respect of such Restriction of Use; or
 - (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator which was calculated under paragraph 4 and the RoU Direct Costs actually incurred by the Train Operator in respect of such Restriction of Use.
- (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 and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

7 RoU Liability compensation for Type 3 Restrictions of Use

7.1 Compensation arrangements

- (a) Following receipt of an RoU Claim Notice in respect of a Type 3 Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Liability compensation to be paid by one party to the other in respect of the Type 3 Restriction of Use and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.
- (b) Once the compensation referred to in paragraph 7.1(a) has been agreed or determined (and has been compared against the aggregate of any amounts calculated under paragraphs 3 and 4 together with any other amounts paid or due to the Train Operator from Network Rail in relation to such Restriction of Use) then, in the event of:
 - (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator shall be the full amount of the RoU Liability actually incurred by the Train Operator less any amounts calculated under paragraphs 3 and 4 which have already been paid or are due for such Restriction of Use and any other amounts received by the Train Operator from Network Rail in respect of such Restriction of Use; or
 - (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference

between the amount received by the Train Operator which was calculated under paragraphs 3 and 4 and the RoU Liability actually incurred by the Train Operator in respect of such Restriction of Use.

- (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 7 and paragraph 10 to be payable in respect of any Type 3 Restriction of Use taken in that Period and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

8 Sustained Planned Disruption payments

8.1 *Payment arrangements*

- (a) Following an agreement or determination that a Sustained Planned Disruption has occurred during an SPD Period, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Liability compensation to be paid by one party to the other in respect of the Restrictions of Use during the relevant SPD Period and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.
- (b) Once the compensation referred to in paragraph 8.1(a) has been agreed or determined (and has been compared against the aggregate of any amounts calculated under paragraphs 3 and 4 together with any other amounts paid or due to the Train Operator from Network Rail in respect of such Restriction of Use) then, in the event of:
 - (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator in respect of the Restrictions of Use during the relevant SPD Period shall be the full amount of the RoU Liability actually incurred by the Train Operator less any amounts calculated under paragraphs 3 and 4 which have already been paid or are due for Restrictions of Use during the relevant SPD Period and any other amounts received by the Train Operator from Network Rail in respect of such Restrictions of Use; or
 - (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator for Restrictions of Use during the relevant SPD Period and the RoU Liability actually incurred by the Train Operator during the same SPD Period.
- (c) Following any agreement or determination of an amount to be paid by one party to the other in respect of a Sustained Planned Disruption that amount shall (subject to the terms of any compensation arrangements agreed in writing between the parties) be due and payable by one party to the other in accordance with paragraph 13.1.

- (d) Where a Sustained Planned Disruption applies due to a circumstance which it is agreed or determined affects a part only of the Train Operator's services (including whether by reference to geographic location or Service Group), then in agreeing or determining the RoU Liability in respect of that SPD the RoU Liability in respect of the part of the Train Operator's services not affected by that circumstance shall (unless otherwise proven) be presumed to be equal to the payments made under paragraphs 3 and 4 of this Schedule 4 in respect of those other services.

9 Notification Factors

9.1 *Early notification*

The Notification Factor in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column C of Annex A to this Part 3 if and to the extent that:

- (a) the Network Rail Restriction of Use is reflected in the New Working Timetable; or
- (b)
 - (i) details of the Network Rail Restriction of Use are notified to the Train Operator on or before D-26 for the Timetable Period in respect of the Restriction of Use Day but, at the request of the Train Operator (as accepted by Network Rail), are not reflected in the New Working Timetable; and
 - (ii) subject to paragraph 9.1(b)(iii), the Network Rail Restriction of Use is reflected in the Working Timetable as entered into the train service database at 22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or
 - (iii) where paragraph 9.1(b)(ii) does not apply because the Train Operator has failed to give Network Rail a revised Access Proposal in accordance with Condition D3.4.9, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

9.2 *Notification by TW-22*

The NF in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column D of Annex A to this Part 3 if and to the extent that paragraph 9.1 does not apply, and:

- (a) details of the Network Rail Restriction of Use are notified to the Train Operator by TW -22; and
- (b)

- (i) the Network Rail Restriction of Use is reflected in the Working Timetable as entered into the train service database at 22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or
- (ii) where paragraph 9.2(b)(i) does not apply because the Train Operator has failed to give Network Rail a revised Access Proposal in accordance with Condition D3.4.9, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

9.3 *Late Notification*

The NF in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column E of Annex A to this Part 3 if and to the extent paragraphs 9.1 and 9.2 do not apply but the Network Rail Restriction of Use is reflected in the Applicable Timetable, and includes where paragraph 9.1(b) or paragraph 9.2 would have been applicable but for a failure by Network Rail to fulfil the terms of paragraph 9.1(b)(ii) or paragraph 9.2(b)(i) respectively, notwithstanding the Train Operator having given a revised Access Proposal in accordance with Condition D3.4.9.

10 Dispute resolution

If the Train Operator and Network Rail fail to reach agreement as required under paragraph 2.6 (c), 2.7 (c), 2.10 (g), 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.

11 Schedule 8 application

If and to the extent that a Network Rail Restriction of Use is not reflected in the Applicable Timetable for the Restriction of Use Day, the amount of compensation (if any) shall be calculated in accordance with Schedule 8 (to the exclusion of any compensation under this Schedule 4 except as provided in paragraph 2.12).

12 Restriction of Use Day and Corresponding Day

12.1 *Information provision*

In respect of any Restriction of Use Day for which compensation may be payable in a Period under paragraphs 3 and 4, Network Rail shall accurately record such information as it uses and as may properly and reasonably be required to make the calculations required under paragraphs 3 and 4 (including the determination of NF and the relevant version of the Working Timetable referred to in paragraph 9.1(b)(ii) or paragraph 9.2(b)(i)). Network Rail shall maintain that information until the compensation payable under paragraphs 3 and 4 in respect of that Period is finally

agreed or determined and provide such information to the Train Operator at its reasonable request.

12.2 *Corresponding Day*

- (a) If, for the purpose of identifying a Corresponding Day, no day is found under paragraph (a), (b) or (c) of the definition “Corresponding Day” and the parties have failed to reach agreement on the Corresponding Day by the date falling eight Weeks before the relevant Timetable Change Date then either party may require that the identification of the Corresponding Day be resolved as a dispute in accordance with the ADRR.
- (b) The parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum’s remit shall be to:
 - (i) reach a decision which is fair and reasonable; and
 - (ii) identify the day in either any version of the Working Timetable or any version of the New Working Timetable on or before D -26 in either case which has been produced in accordance with the Network Code as at the Restriction of Use Day and which most closely reflects the Services which would have been scheduled on the first day (as that term is used in the definition of Corresponding Day save that in respect of any Restriction of Use lasting more than two Timetable Periods, the first day may occur in any year preceding the Timetable Period) but for Restrictions of Use reflected in the New Working Timetable for the first day; or
 - (iii) where a Corresponding Day cannot be identified in accordance with paragraph 12.2(b)(ii) above, determine a notional Corresponding Day. The relevant ADRR Forum may have regard, where appropriate, to any pattern of services which may reasonably be expected to be operated during the relevant period when the Restriction of Use is being taken in the event of the permanent absence of any Corresponding Day.

13 **Payment procedures**

13.1 *Network Rail Restrictions of Use*

- (a) Within 14 days after the end of each Period, Network Rail shall provide to the Train Operator a statement (the “Day 42 Statement”) showing:
 - (i) all Network Rail Restrictions of Use taken during that Period;
 - (ii) any compensation calculated in accordance with paragraphs 3 and/or 4 payable by Network Rail in respect of the Network Rail Restrictions of Use identified; and

- (iii) following any agreement or determination in the Period referred to in paragraph 13.1(a) of any RoU Losses in respect of a Type 2 Restriction of Use, a Type 3 Restriction of Use or a Sustained Planned Disruption (as applicable), any payment to be made by one party to the other,

in sufficient detail to enable the Train Operator to make an informed assessment thereof.

- (b) The aggregate liabilities of Network Rail and the Train Operator, in respect of any and all compensation for which either is liable to the other under this Part 3 and under Part 5 in respect of each Period shall, to the extent that such compensation is not under dispute, be set off against each other and the balance (if any) shall be payable by Network Rail or the Train Operator, as the case may be, within 35 days after the end of that Period.

13.2 *Disputes*

Within 10 days of receipt of a statement from Network Rail under paragraph 13.1, the Train Operator shall notify Network Rail of any aspects of the statement which it disputes, giving reasons for any dispute. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of the statement.

13.3 *Dispute resolution*

The procedure for resolving disputes notified under paragraph 13.2 shall be as follows:

- (a) within seven days of service of any notice under paragraph 13.2, the parties shall meet to discuss the disputed aspects of the statement with a view to resolving all disputes in good faith;
- (b) if, within seven days of that meeting (the “first meeting”), the parties are for any reason still unable to agree the disputed aspects of the statement, each party shall promptly (and in any event within seven days) prepare a written summary of the disputed aspects of the statement and the reasons for each such dispute and shall submit the summaries to the senior officer of each party;
- (c) within 28 days of the first meeting, the senior officers shall meet with a view to resolving all disputes;
- (d) if no resolution results within 14 days of that meeting, either party may refer the matter for resolution in accordance with the ADRR.

13.4 *Payments in the event of a dispute*

Where any amount under paragraph 13.1 is in dispute:

- (a) the undisputed amount shall be paid in accordance with paragraph 13.1;

- (b) the disputed amount shall be paid within 28 days after the dispute is resolved or determined to the extent that the amount in dispute is adjudged or resolved to be payable; and
- (c) the disputed amount shall carry interest (incurred daily and compounded monthly) at the Default Interest Rate from the date on which such amount would but for such dispute have been due to be paid until the date of payment.

14 Indexation

14.1 The formula applicable to this paragraph 14 is:

$$R_t = R_{t-1} \cdot \left(1 + \frac{(RPI_{t-1} - RPI_{t-2})}{RPI_{t-2}} \right)$$

where:

- R_t is the relevant rate in the Relevant Year t;
- R_{t-1} is the relevant rate in the Relevant Year t-1;
- RPI_{t-1} means the RPI published or determined with respect to the month of November in Relevant Year t-1; and;
- RPI_{t-2} means the RPI published or determined with respect to the month of November in Relevant Year t-2.

14.2 Each of the EBMPR and TMPR (respectively defined in paragraph 4.2) shall be adjusted in respect of Periods in Relevant Year t in accordance with the formula set out in paragraph 14.1 except that in relation to the Relevant Year commencing on 1 April 2014, R_t shall have the value specified in:

- (a) paragraph 4.2 in respect of the EBMPR, multiplied by the Initial Indexation Factor; and
- (b) in Annex C to this Part 3 of Schedule 4 in respect of TMPR, multiplied by the Initial Indexation Factor,

and in the next following Relevant Year R_{t-1} shall respectively have the same value.

14.3 Each of the SPD Cost Threshold No.1 and SPD Cost Threshold No.2 shall be adjusted in respect of Periods in Relevant Year t in accordance with the formula set out in paragraph 14.1 except that in relation to the Relevant Year commencing on 1 April 2014, R_t shall have the relevant value specified in the definition of “SPD Cost Threshold No.1”, multiplied by the Initial Indexation Factor; or “SPD Cost Threshold No. 2” , multiplied by the Initial Indexation Factor; as appropriate, set out in paragraph 1.1 of this Schedule 4 and in the next following Relevant Year R_{t-1} shall

respectively have the same value.

Annex A to Part 3 of Schedule 4 – Notification Factors

	A	B	C	D	E
Service Group Description	Service Group Code	Type	By D-26	By TW-22	After TW-22
First/Keolis Transpennine Limited					
North TransPennine	EA01	All Trains	0.45	0.65	0.85
South TransPennine	EA02	All Trains	0.45	0.65	0.85
North West	EA03	All Trains	0.45	0.65	0.85
Manchester Airport - Blackpool North	EA06	All Trains	0.45	0.65	0.85
Preston - Scotland	EA07	All Trains	0.45	0.65	0.85
Abellio Greater Anglia Limited					
Great Eastern Inners	EB01	Off Peak	0.55	0.7	0.85
Great Eastern Inners	EB01	Peak	0.55	0.7	0.85
Southend & Southminster	EB02	Off Peak	0.55	0.7	0.85
Southend & Southminster	EB02	Peak	0.55	0.7	0.85
Great Eastern Outers	EB03	Off Peak	0.55	0.7	0.85
Great Eastern Outers	EB03	Peak	0.55	0.7	0.85
Anglia Inter City	EB04	Off Peak	0.5	0.68	0.85
Anglia Inter City	EB04	Peak	0.5	0.68	0.85
Anglia Locals	EB05	All Trains	0.5	0.68	0.85
West Anglia Outers	EB06	Off Peak	0.45	0.65	0.85
West Anglia Outers	EB06	Peak	0.45	0.65	0.85
West Anglia Inners	EB07	Off Peak	0.55	0.7	0.85
West Anglia Inners	EB07	Peak	0.55	0.7	0.85
Northern Rail Limited					
Tyne, Tees & Wear	ED01	All Trains	0.5	0.68	0.85
Lancashire & Cumbria	ED02	All Trains	0.5	0.68	0.85
West & North Yorkshire Inter Urban	ED04	All Trains	0.5	0.68	0.85
West & North Yorkshire Local	ED05	All Trains	0.5	0.68	0.85
South & East Yorkshire Inter Urban	ED06	All Trains	0.5	0.68	0.85
South & East Yorkshire Local	ED07	All Trains	0.5	0.68	0.85
North Manchester	ED08	Off Peak	0.5	0.68	0.85
North Manchester	ED08	Peak	0.5	0.68	0.85
Merseyrail City Lines	ED09	All Trains	0.5	0.68	0.85
South Manchester	ED10	Off Peak	0.5	0.68	0.85
South Manchester	ED10	Peak	0.5	0.68	0.85
Heathrow Express Operating Company Limited					
Hayes & Harlington Shuttle	EE02	All Trains	0.55	0.7	0.85
First Greater Western Limited					
Heathrow Local Service	EE01	Peak	0.55	0.7	0.85
Heathrow Local Service	EE01	Off Peak	0.55	0.7	0.85
London - Bristol	EF01	All Trains	0.5	0.68	0.85
London - South Wales	EF02	All Trains	0.5	0.68	0.85

London - Cotswolds	EF03	All Trains	0.5	0.68	0.85
London - West Of England	EF04	All Trains	0.5	0.68	0.85
Outer Thames Valley - London	EF05	Off Peak	0.55	0.7	0.85
Outer Thames Valley - London	EF05	Peak	0.55	0.7	0.85
Inner Thames Valley - London	EF06	Off Peak	0.55	0.7	0.85
Inner Thames Valley - London	EF06	Peak	0.55	0.7	0.85
Reading & Oxford Suburban	EF07	All Trains	0.5	0.68	0.85
Thames Valley Branches	EF08	All Trains	0.55	0.7	0.85
North Downs	EF09	All Trains	0.45	0.65	0.85
Bristol Suburban	EF10	All Trains	0.5	0.68	0.85
Devon	EF11	All Trains	0.5	0.68	0.85
Plymouth & Cornwall	EF12	All Trains	0.5	0.68	0.85
South Wales - South Coast	EF13	All Trains	0.5	0.68	0.85
First Capital Connect Limited					
Bedford Mainline	EG01	Off Peak	0.5	0.68	0.85
Bedford Mainline	EG01	Peak	0.55	0.70	0.85
Brighton Mainline	EG02	Off Peak	0.5	0.68	0.85
Brighton Mainline	EG02	Peak	0.5	0.68	0.85
South London	EG03	Off Peak	0.55	0.7	0.85
South London	EG03	Peak	0.55	0.7	0.85
Northern Inners	EG04	Off Peak	0.55	0.7	0.85
Northern Inners	EG04	Peak	0.55	0.7	0.85
Northern Outers	EG05	Off Peak	0.55	0.7	0.85
Northern Outers	EG05	Peak	0.55	0.7	0.85
Kentish Town - Blackfriars (Joint)	EG06	All Trains	0.55	0.7	0.85
XC Trains Limited					
CrossCountry Inter City	EH01	All Trains	0.45	0.65	0.85
CrossCountry Local & Provincial	EH02	All Trains	0.45	0.65	0.85
London & Birmingham Railway Limited					
West Midlands - Snow Hill	EJ01	Off Peak	0.5	0.68	0.85
West Midlands - Snow Hill	EJ01	Peak	0.5	0.68	0.85
Trent Valley	EJ02	All Trains	0.5	0.68	0.85
West Midlands - New Street (Local)	EJ03	Off Peak	0.5	0.68	0.85
West Midlands - New Street (Local)	EJ03	Peak	0.5	0.68	0.85
West Midlands Inter Urban	EJ04	All Trains	0.45	0.65	0.85
WCML: London - Northampton	EJ05	Off Peak	0.55	0.7	0.85
WCML: London - Northampton	EJ05	Peak	0.55	0.7	0.85
WCML: Branches	EJ06	All Trains	0.55	0.7	0.85
London Overground Rail Operations Limited					
Orbitals	EK01	Off Peak	0.55	0.7	0.85
Orbitals	EK01	Peak	0.55	0.7	0.85
London - Watford (D.C Lines)	EK02	Off Peak	0.55	0.7	0.85
London - Watford (D.C Lines)	EK02	Peak	0.55	0.7	0.85
East London Lines	EK03	Off Peak	0.55	0.7	0.85

East London Lines	EK03	Peak	0.55	0.7	0.85
East Midlands Trains Limited					
East Midlands Local	EM01	All Trains	0.5	0.68	0.85
East Midlands Regional	EM02	All Trains	0.5	0.68	0.85
Liverpool - Norwich	EM03	All Trains	0.45	0.65	0.85
East Midlands Inter City	EM04	All Trains	0.5	0.68	0.85
East Midlands Inter Urban	EM05	All Trains	0.5	0.68	0.85
First ScotRail Limited					
Express	HA01	All Trains	0.45	0.65	0.85
East Coast Suburban	HA02	All Trains	0.5	0.68	0.85
South West Rural	HA03	All Trains	0.5	0.68	0.85
Highland Rural	HA04	All Trains	0.45	0.65	0.85
Strathclyde Electric	HA06	Off Peak	0.5	0.68	0.85
Strathclyde Electric	HA06	Peak	0.5	0.68	0.85
Strathclyde Pte Diesel	HA07	All Trains	0.5	0.68	0.85
Qualifying Sleepers	HA11	All Trains	0.5	0.68	0.85
East Coast Main Line Company Limited					
Anglo-Scottish	HB01	All Trains	0.5	0.68	0.85
West Yorkshire	HB02	All Trains	0.5	0.68	0.85
West Yorkshire (Kings X - Bradford / Hull)	HB04	All Trains	0.5	0.68	0.85
Anglo-Scottish (Aberdeen / Inverness)	HB05	All Trains	0.5	0.68	0.85
Merseyrail Electrics 2002 Limited					
Northern Lines	HE01	All Trains	0.5	0.68	0.85
Wirral Lines	HE02	All Trains	0.55	0.7	0.85
West Coast Trains Limited					
London Euston - Birmingham/Wolverhampton	HF01	All Trains	0.5	0.68	0.85
London Euston - North Wales	HF02	All Trains	0.5	0.68	0.85
London Euston - Manchester	HF03	All Trains	0.5	0.68	0.85
London Euston - Liverpool	HF04	All Trains	0.5	0.68	0.85
London Euston - Carlisle/Scotland	HF06	All Trains	0.5	0.68	0.85
Birmingham - Scotland	HF08	All Trains	0.45	0.65	0.85
Arriva Trains Wales/Trenau Arriva Cymru Limited					
South, West & Central Wales	HL02	All Trains	0.5	0.68	0.85
Wales to England	HL03	All Trains	0.5	0.68	0.85
Cambrian	HL04	All Trains	0.45	0.65	0.85
Cardiff Valleys	HL05	Off Peak	0.5	0.68	0.85
Cardiff Valleys	HL05	Peak	0.5	0.68	0.85
Marches	HL06	All Trains	0.45	0.65	0.85
North Wales Rural	HL07	All Trains	0.5	0.68	0.85
Inter Urban North Wales	HL08	All Trains	0.45	0.65	0.85
The Chiltern Railway Company Limited					

Met	HO01	Off Peak	0.55	0.7	0.85
Met	HO01	Peak	0.55	0.7	0.85
Birmingham	HO02	Off Peak	0.55	0.7	0.85
Birmingham	HO02	Peak	0.55	0.7	0.85
Joint	HO03	Off Peak	0.55	0.7	0.85
Joint	HO03	Peak	0.55	0.7	0.85
Oxford	HO04	All Trains	0.55	0.7	0.85
c2c Rail Limited					
London-Southend/Shoeburyness (HT02op)	HT01	Off Peak	0.55	0.7	0.85
London-Southend/Shoeburyness (HT01p)	HT01	Peak	0.55	0.7	0.85
London & South Eastern Railway Limited					
Kent Mainline (Off Peak)	HU01	Off Peak	0.55	0.7	0.85
Kent Metro (Off Peak)	HU02	Off Peak	0.55	0.7	0.85
Kent Rural	HU03	All Trains	0.5	0.68	0.85
Kent Mainline (Peak)	HU04	Peak	0.55	0.7	0.85
Kent Metro (Peak)	HU05	Peak	0.55	0.7	0.85
Kent High Speed (Peak)	HU06	Peak	0.55	0.7	0.85
Kent High Speed (Off Peak)	HU07	Off Peak	0.55	0.7	0.85
Southern Railway Limited					
Rural	HW01	All Trains	0.5	0.68	0.85
London - Sussex Coast (Peak)	HW02	Peak	0.5	0.68	0.85
London - Sussex Coast (Off Peak)	HW03	Off Peak	0.5	0.68	0.85
South London Lines (Off Peak)	HW04	Off Peak	0.55	0.7	0.85
South London Lines (Peak)	HW05	Peak	0.55	0.7	0.85
Milton Keynes - East Croydon	HW06	All Trains	0.55	0.7	0.85
London - Gatwick Airport	HW07	Off Peak	0.4	0.63	0.85
London - Gatwick Airport/Brighton	HW07	Peak	0.4	0.63	0.85
Stagecoach South Western Trains Limited					
Main Suburban	HY01	Off Peak	0.55	0.7	0.85
Main Suburban	HY01	Peak	0.55	0.7	0.85
South Hampshire Locals	HY02	All Trains	0.5	0.68	0.85
Waterloo - West England	HY03	Off Peak	0.55	0.7	0.85
Waterloo - West England	HY03	Peak	0.55	0.7	0.85
Waterloo - Farnham / Alton	HY04	Off Peak	0.55	0.7	0.85
Waterloo - Farnham / Alton	HY04	Peak	0.55	0.7	0.85
Windsor Inners	HY05	Off Peak	0.55	0.7	0.85
Windsor Inners	HY05	Peak	0.55	0.7	0.85
Windsor Outers	HY06	Off Peak	0.55	0.7	0.85
Windsor Outers	HY06	Peak	0.55	0.7	0.85
Waterloo - Portsmouth	HY07	Off Peak	0.55	0.7	0.85
Waterloo - Portsmouth	HY07	Peak	0.55	0.7	0.85
Waterloo - Weymouth	HY08	Off Peak	0.55	0.7	0.85

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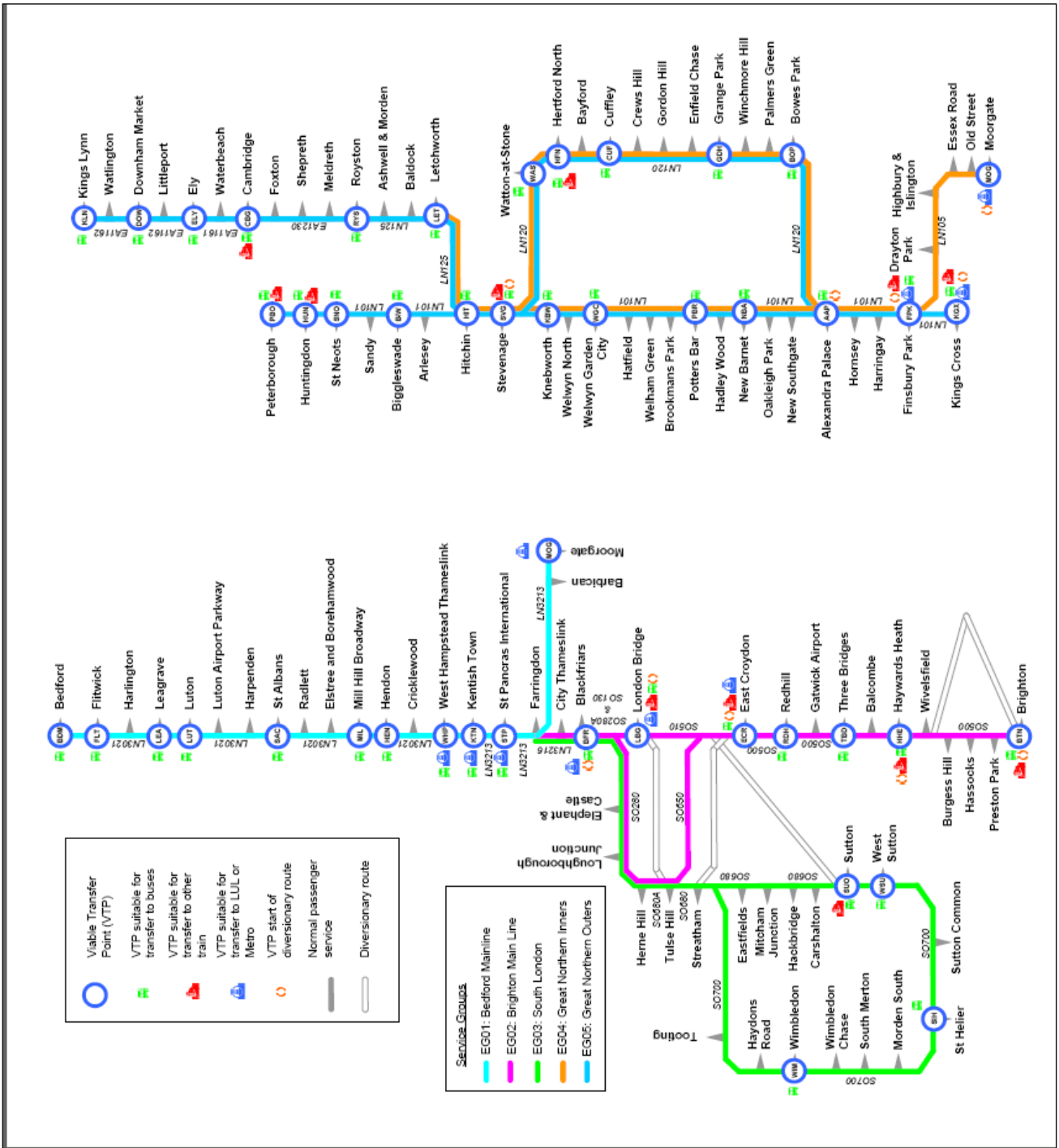
Waterloo - Weymouth	HY08	Peak	0.55	0.7	0.85
Hull Trains Company Limited					
Kings Cross - Hull	PF01	All Trains	0.5	0.68	0.85
Grand Central Railway Company Limited					
Kings X - Sunderland	EC01	All Trains	0.5	0.68	0.85
Kings X - Bradford	EC02	All Trains	0.5	0.68	0.85
Nexus					
Metro	PG01	All Trains	0.55	0.7	0.85
Eurostar International Limited					
Eurostar	GA01	All Trains	0.5	0.68	0.85

Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights ^{32nd}

Viability Transfer Point (VTP)	Viability Transfer Point (VTP)	Applicable Infrastructure Rules	Other Operating Rules	SACS Code	Description of Possession Response	Comments & Other VTPs to Consider	Service Group	% Applicability	FULL Bus Replacement (100%) From To Miles	PARTIAL Bus Replacement (50% x X%) From To Miles	Trains %	Trains % X%	EBMs Total
Thameslink Routes													
LN3201 St Pancras International to Chesterfield (via Derby)													
Bedford (BDM)	Bedford (BDM)	Two tracks available - slows at BDM.		FCC001	Reduced train service operates over available lines.								0
				FCC002	Bus replacement Bedford to Filwick; trains restart at Filwick.								
Filwick (FLT)	Leagrave (LEA)	Two tracks available		FCC003	Reduced train service operates over available lines.								0
				FCC004	Bus replacement Bedford to Leagrave; trains restart at Leagrave.								
Leagrave (LEA)	Luton (LUT)	Two tracks available		FCC005	Reduced train service operates over available lines.								0
				FCC006	Bus replacement Bedford to Luton; trains restart at Luton.								
Luton (LUT)	St Albans (SAC)	Two tracks available		FCC007	Reduced train service operates over available lines.								0
				FCC008	Bus replacement Luton to St Albans; trains restart at Luton & St Albans.								
St Albans (SAC)	Mill Hill Broadway (ML)	Two tracks available		FCC009	Reduced train service operates over available lines.								0
				FCC010	Bus replacement St Albans to Kentish Town; trains restart at St Albans & Kentish Town.								
Mill Hill Broadway (ML)	Hendon (HEN)	Two tracks available		FCC011	Reduced train service operates over available lines.								0
				FCC012	Bus replacement Mill Hill to Kentish Town; trains restart at Mill Hill & Kentish Town.								
Hendon (HEN)	West Hampstead T-link (WHP)	Two tracks available		FCC013	Reduced train service operates over available lines.								0
				FCC014	Bus replacement Hendon to Kentish Town; trains restart at Hendon & Kentish Town.								
West Hampstead T-link (WHP)	Kentish Town (KTN)	Two tracks available		FCC015	Reduced train service operates over available lines.								0
				FCC016	LUL: West Hampstead to Central London; trains restart at West Hampstead & Kentish Town; partial bus service for local journeys.								
Kentish Town (KTN)	St Pancras International (STP)	Two tracks available		FCC017	Bus replacement West Hampstead to Kentish Town; trains restart at West Hampstead & Kentish Town.								0
				FCC018	EG01, EG06 Reduced train service operates over available lines.								
Kentish Town (KTN)	St Pancras International (STP)	Two tracks available		FCC019	LUL operating Mon-Sat 05:30 - 23:00 Sun 07:00 - 23:00								0
				FCC020	LUL not operating								
St Pancras International (STP)	Moorgate (MOG)			FCC021	Transfer to LUL St Pancras to Moorgate.								0
				FCC022	LUL operating Mon-Sat 05:30 - 23:00 Sun 07:00 - 23:00								
St Pancras International (STP)	Blackfriars (BFR)			FCC023	EG01, EG02, EG03, EG06 Bus replacement St Pancras to Blackfriars; trains restart at St Pancras & Blackfriars.								0
				FCC024	EG01, EG02, EG03, EG06 Bus replacement St Pancras to Blackfriars; trains restart at St Pancras & Blackfriars.								
LN3213 Moorgate to Carlton Road Jn (Moorgate lines)													
LN3216 Farringdon Jn to Blackfriars													
LN3217 Farringdon Jn to Blackfriars													

SO280A London Blackfriars to Metropolitan Junction / SO130 London Charing Cross to Dover Priory (via Tonbridge)									
Blackfriars (BFR)	Access to Blackfriars from East Croydon via Elephant & Castle.	LUL operating Mon-Sat 0530 - 2300 Sun 0700 - 2300	FCC024	LUL - Blackfriars to London Bridge; Southern; London Bridge to East Croydon. Trains run through via Elephant & Castle.	EG02	100%			0
London Bridge (LBG)	Access to Blackfriars from East Croydon via Elephant & Castle.	LUL not operating	FCC025	Partial bus Blackfriars to London Bridge; Southern; London Bridge to East Croydon; Trains run through via Elephant & Castle.	EG02	100%	BFR	LBG	0
			FCC026	Bus replacement Blackfriars to London Bridge; trains restart at Blackfriars & London Bridge.	EG02	100%	BFR	LBG	0
SO510 London Bridge to Epsom Downs									
London Bridge (LBG)	Access to Blackfriars from East Croydon via Elephant & Castle.	LUL operating Mon-Sat 0530 - 2300 Sun 0700 - 2300	FCC027	LUL - Blackfriars to London Bridge; Southern; London Bridge to East Croydon. Trains run through via Elephant & Castle.	EG02	100%			0
East Croydon (ECR)	Access to Blackfriars from East Croydon via Elephant & Castle.	LUL not operating, but Southern operating LBG to ECR.	FCC028	Partial bus Blackfriars to London Bridge; Southern; London Bridge to East Croydon; Trains run through via Elephant & Castle.	EG02	100%	BFR	LBG	0
	Access to Blackfriars from East Croydon via Elephant & Castle.	LUL not operating AND Southern not operating LBG to ECR.	FCC029	Partial bus Blackfriars to East Croydon; Trains run through via Elephant & Castle.	EG02	100%	BFR	LBG	0
			FCC030	Bus replacement London Bridge to East Croydon; trains restart at London Bridge & East Croydon.	EG02	100%	LBG	ECR	0
SO560 London Victoria to Brighton									
East Croydon (ECR)	Two tracks available ECR to RDH.		FCC031	Reduced train service operates over available lines.	EG02	100%			0
Redhill (RDH)			FCC032	Bus replacement East Croydon to Redhill; trains restart at East Croydon & Redhill.	EG02	100%	ECR	RDH	0
Three Bridges (TBD)	Two tracks available RDH to TBD.		FCC033	Reduced train service operates over available lines.	EG02	100%			0
Haywards Heath (HHE)			FCC034	Bus replacement Redhill to Three Bridges; trains restart at Redhill & Three Bridges.	EG02	100%	RDH	TBD	0
Haywards Heath (HHE)	Blockage is Whelshfield to Brighton only. Able to divert via Lewes.		FCC035	Bus replacement Three Bridges to Haywards Heath; trains restart at Haywards Heath & Three Bridges.	EG02	100%	TBD	HHE	0
Brighton (BTN)			FCC036	Southern; Haywards Heath to Brighton via Lewes. Partial bus replacement Haywards Heath to Brighton; Trains restart at Haywards Heath.	EG02	100%			0
			FCC037	Bus replacement Haywards Heath to Brighton; trains restart at Haywards Heath.	EG02	100%	HHE	BTN	0
SO280 Farningdon to Heine Hill / SO680A Heine Hill to Tulise Hill / SO680 South Bermondey Junction to Horsham / SO700 Streatham South Junction to Sutton (via Wimbledon)									
Blackfriars (BFR)	Can divert from Sutton to London Bridge via West Croydon.	Southern operating SUO to STE.	FCC038	Bus replacement BFR to WIM. Trains run WIM to SUO then divert via West Croydon to LBG. Use Southern SUO to STE. BML services via Crystal Palace are diverted via LBG (partial buses). Trains restart at Blackfriars.	EG03	100%	BFR	WIM	0
Sutton (SUO)				Note, trains between Sutton & Blackfriars are compensated for 6.5 miles (distance between Blackfriars & Streatham).	EG02	100%	BFR	TUH	0
Blackfriars (BFR)	Blockage via Wimbledon - can divert from Sutton to London Bridge via West Croydon.		FCC039	Bus replacement Blackfriars to Sutton to Wimbledon to Blackfriars; trains restart at Blackfriars. BML services via Crystal Palace are diverted via LBG (partial buses).	EG03	100%	BFR	WIM	0
Blackfriars (BFR)	Blockage via Sutton				EG03	100%	WIM	SUO	0
			FCC040	Bus replacement BFR to WIM. Trains run WIM to SUO then divert via West Croydon to LBG. Use Southern SUO to STE. BML services via Crystal Palace are diverted via LBG (partial buses). Trains restart at Blackfriars.	EG02	100%	BFR	WIM	0
			FCC041	Bus replacement BFR to WIM. Trains run WIM to SUO then divert via West Croydon to LBG. Use Southern SUO to STE. BML services via Crystal Palace are diverted via LBG (partial buses).	EG02	100%	BFR	TUH	0
Blackfriars (BFR)	Blockage via Crystal Palace		FCC042	Bus replacement BFR to WIM. Trains run WIM to SUO then divert via West Croydon to LBG. Use Southern SUO to STE. BML services via Crystal Palace are diverted via LBG (partial buses).	EG03	100%	BFR	WIM	0
Sutton (SUO)			FCC043	Bus replacement Blackfriars to Sutton to Wimbledon to Blackfriars; trains restart at Blackfriars. BML services via Crystal Palace are diverted via LBG (partial buses).	EG03	100%	WIM	SUO	0
West Sutton (WSU)					EG02	100%	SUO	BFR	0
St Heller (SHH)			FCC044	BML services via Crystal Palace are diverted via LBG (partial buses).	EG02	100%	BFR	TUH	0
Wimbledon (WIM)			FCC045	Bus replacement Sutton to West Sutton; trains restart at Sutton & West Sutton.	EG02	100%	BFR	TUH	0
					EG02	100%	TUH	ECR	0
					EG03	100%	SUO	WSU	0
					EG03	100%	SUO	WSU	0
					EG03	100%	WSU	SHH	0
					EG03	100%	SHH	WIM	0
									0

LN 125 Hitchin Cambridge Jm to Royston (inclusive)									
Royston (RYS)	Letchworth (LET)		NX East Anglia operating from Cambridge to London	FCC083	NXEA from Cambridge to London. Partial buses Royston to Letchworth. Trains restart at Royston & Letchworth.	EG05	100%		100%
				FCC084	Full buses Royston to Letchworth. Trains restart at Royston & Letchworth.	EG05	100%	RYS	10.25
				FCC085	NXEA from Cambridge to London. Partial buses Letchworth to Hitchin. Trains restart at Letchworth & Hitchin.	EG04	100%	HIT	3.00
				FCC086	Full buses Letchworth to Hitchin. Trains restart at Letchworth & Hitchin.	EG04	100%	HIT	3.00
LN 120 Alexandra Palace to Langley Jm (via Hertford)									
Stevenson (SVG)	Watton-at-Stone (WAS)	Watton-at-Stone (WAS)	Diversion available via ECML	FCC087	EG04 (liners); Bus replacement Stevenage to Watton-at-Stone. Trains restart at Stevenage & Watton-at-Stone. EG05 (outers); Divert via WGC, partial bus SVG to WAS.	EG04	100%	SVG	5.00
				FCC088	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Watton-at-Stone. Trains restart at Stevenage & Watton-at-Stone.	EG04	100%	SVG	5.00
				FCC089	EG04 (liners); Bus replacement Stevenage to Hertford North. Trains restart at Stevenage & Hertford North. EG05 (outers); Divert via WGC, partial bus SVG to HFN.	EG04	100%	WAS	5.00
				FCC090	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Hertford North. Trains restart at Stevenage & Hertford North.	EG04	100%	WAS	5.00
				FCC091	EG04 (liners); Bus replacement Stevenage to Cuffley. Trains restart at Stevenage & Cuffley. EG05 (outers); Divert via WGC, partial bus SVG to AAP.	EG04	100%	WAS	5.00
				FCC092	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Cuffley. Trains restart at Stevenage & Cuffley.	EG04	100%	HFN	4.25
				FCC093	EG04 (liners); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill. EG05 (outers); Divert via WGC, partial bus SVG to AAP.	EG04	100%	HFN	4.25
				FCC094	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG04	100%	CUF	3.25
				FCC095	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	WAS	5.00
				FCC096	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	HFN	4.25
				FCC097	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	CUF	3.25
				FCC098	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC099	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC100	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC101	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC102	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC103	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC104	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC105	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC106	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC107	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25
				FCC108	EG04 (liners) & EG05 (outers); Bus replacement Stevenage to Gordon Hill. Trains restart at Stevenage & Gordon Hill.	EG05	100%	GDH	4.25



Annex C to Part 3 of Schedule 4 – Payment Rate per train mile ^{32nd}

Service Group	Description	Compensation Rate	Total Train Cost per Mile (Pence)
EG01	Bedford Mainline (Off Peak)	LSE	∞
EG01	Bedford Mainline (Peak)	LSE	∞
EG02	Brighton Main Line (Off Peak)	LSE	∞
EG02	Brighton Main Line (Peak)	LSE	∞
EG03	South London (Off Peak)	LSE	∞
EG03	South London (Peak)	LSE	∞
EG04	Great Northern Inners (Off Peak)	LSE	∞
EG04	Great Northern Inners (Peak)	LSE	∞
EG05	Great Northern Outers (Off Peak)	LSE	∞
EG05	Great Northern Outers (Peak)	LSE	∞
EG06	Kentish Town (All Trains)	LSE	∞

PART 4: NOT USED

PART 5: ACCESS CHARGE SUPPLEMENT FOR RESTRICTIONS OF USE

- 1 The Train Operator shall pay or procure the payment to Network Rail of an Access Charge Supplement for Restrictions of Use (ACSRU) in respect of each Period equal to 1/13 of the amount specified below (as indexed in accordance with paragraph 2) in respect of the Relevant Year commencing 1 April in which the first day of the relevant Period falls:

Year	£
2014-2015	7,000,201
2015-2016	7,896,188
2016-2017	7,096,683
2017-2018	6,727,950
2018-2019	7,693,072

Each such payment shall be made within 35 days after the end of the relevant Period.

- 2 Each such amount specified in paragraph 1 shall be adjusted in respect of payments made relating to Periods in the Relevant Year t in accordance with the following formula:

$$ACSRU_{pt} = ACSRU_t \cdot \left(1 + \frac{(RPI_{t-1} - RPI_{2013})}{RPI_{2013}} \right) \cdot \text{Initial Indexation Factor}$$

where:

- $ACSRU_{pt}$ is the actual amount payable in the Relevant Year t ;
- $ACSRU_t$ is the relevant amount specified in paragraph 1 of this Part 5 for the Relevant Year t (before indexation);
- RPI_{t-1} has the meaning set out in paragraph 14.1 of Part 3 of this Schedule 4; and
- RPI_{2013} means the RPI published or determined with respect to the month of November 2013,

but so that in relation to the Relevant Year commencing on 1 April 2014, $ACSRU_t$ shall have the relevant value specified in the relevant column of the table in paragraph 1.

SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT^{17th}

1 Definitions

1.1 In this Schedule unless the context otherwise requires:

- “Additional Specified Equipment”** has the meaning ascribed to it in paragraph 5.2;
- “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;
- “Fastest Key Journey Time”** means, in respect of a Key Journey, the corresponding Journey Time, if any, set out in column 4 of Table 6.2;
- “Firm Right”** means:
- (a) in the case of a Timetable Participant, a right under its regulated access agreement in respect of the number (or quantum) of Passenger Train Slots in any specified period (including rights to Passenger Train Slots in respect of additional trains or relief services), timing (including departure and arrival times,

clockface requirements, first and last Passenger Train Slots, intervals between Passenger Train Slots, Journey Times and turnaround times), routing, Specified Equipment, calling patterns (including rights to vary them and rights to stop short of a terminal station), rights to use particular parts of railway facilities (such as dedicated platforms at stations and routes to maintenance facilities), and for ancillary services, connection requirements, rights to Stable trains and any other characteristic of a train movement; and

- (b) in the case of Network Rail, a right under the Applicable Engineering Access Statement or the Applicable Timetable Planning Rules,

which, in either case, is not expressed to be a Contingent Right or to be subject to any contingency outside the control of the holder of the right but which is, in a case within paragraph (a) above, subject to:

- (i) the Applicable Engineering Access Statement;
- (ii) the Applicable Timetable Planning Rules;
- (iii) the exercise by Network Rail of any applicable Flexing Right; and
- (iv) the operation of any other provision 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 (including Pathing Time, station dwell time, performance allowances, engineering recovery allowances and any other allowances as provided for in the Applicable Timetable Planning Rules and/or the Applicable Engineering Access Statement);

“Journey Time Review Notice”

has the meaning ascribed to it in paragraph 7.5;

“Key Journey”

means a Passenger Train Slot with the characteristics specified in the first, second and third columns of Table 6.2 or Table 6.3;

“Key Journey Time”

means a Fastest Key Journey Time or a Maximum Key Journey Time;

“Maximum Journey Time”	means, in respect of a Passenger Train Slot, the corresponding Journey Time, if any, set out in column 4 of Table 6.1;
“Maximum Key Journey Time”	means, in respect of a Key Journey, the corresponding Journey Time, if any, set out in column 4 of Table 6.3;
“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 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;
“Pathing Time”	means additional time in the schedule of a train between two points, or at a single location, caused by the application of margins required by the Timetable Planning Rules between trains proceeding along or across the same piece of the Network;
“Peak Services” ^{26th}	means: <ul style="list-style-type: none"> (a) in respect of Service Groups EG01, EG02 and EG03, Services Scheduled on any part of a Weekday <ul style="list-style-type: none"> (i) to arrive at Farringdon between 0700 and 0959 (the “morning peak”), (ii) to depart from Farringdon between 1600 and 1859 (the “evening peak”), (iii) in respect of Services starting from London Bridge only, to depart from London Bridge between 1600 and 1859 (the “evening peak”); or (b) in respect of Service Groups EG04 and EG05, Services Scheduled on any part of a Weekday (i) to arrive at King’s Cross or Moorgate GN between 0700 hours and 0959 hours (the “morning peak”) or (ii) to depart from King’s Cross or Moorgate GN between 1600 hours and 1859 hours (the “evening peak”), and “Peak” shall be construed accordingly;

“Period of 60 Minutes”	means a period commencing at xx00 hours and ending immediately before the next succeeding xx00 hours;
“Public Holiday”	means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;
“Regular Calling Pattern”	has the meaning ascribed to it in paragraph 4.1;
“regulated access agreement”	means an access agreement as that term is defined in section 83 of the Act;
Rolled Over Access Proposal	means a Train Slot which was obtained in the Prior Working Timetable and no variation is sought in the New Working Timetable;
“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;
“Standard Specified Equipment”	means, in respect of any Service, the Specified Equipment listed opposite that Service in column 2 of Table 5.1;
“Timetable Period”	means the period of time between (and including) one Timetable Change Date and (but excluding) the immediately succeeding Timetable Change Date;
“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 ^{53rd}

1					2					
Service Group: EG01 ⁵²										
Service description: Bedford Mainline					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Farringdon	Bedford			22720000/ 22720001/ 22720002	¹ 97	N/A	23	74	² 80	³ 68
Farringdon	Luton			22720000/ 22720001/ 22720002	⁴ 33	N/A	6	27	⁵ 31	⁶ 18
Farringdon	St.Albans			22720000/ 22720001/ 22720002	34 ⁷	N/A	7	27	⁸ 27	N/A
Farringdon	West Hampstead			22720002	1	N/A	N/A	1	N/A	N/A
Farringdon	Kentish Town			22720001	1	N/A	N/A	1	N/A	N/A

1					2					
Service Group: EG01 ⁵²										
Service description: Bedford Mainline (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Bedford	Blackfriars			22720000/ 22720001/ 22720002	90 ⁹	20	N/A	70	70 ¹⁰	59 ¹¹
Flitwick	Blackfriars			22720001/ 22720002	1	1	N/A	N/A	N/A	N/A
Luton	Blackfriars			22720000/ 22720001 / 22720002	40 ¹²	8	N/A	32	38 ¹³	25 ¹³
St Albans	Blackfriars			22720000/ 22720001 22720002	30 ¹⁴	7	N/A	23	24 ¹⁵	N/A
West Hampstead	Blackfriars			22720001 22720002	2	N/A	N/A	2	4	N/A
St. Pancras International	Blackfriars			22720000/ 22720001	3	N/A	N/A	3	1	N/A

1					2					
Service Group: EG01 ⁵³										
Service description: Bedford Mainline					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Farringdon	Bedford			22710000/ 22710001/ 22710002	¹ 97	N/A	23	74	² 80	³ 68
Farringdon	Luton			22710000/ 22710001 22710002	⁴ 33	N/A	6	27	⁵ 31	⁶ 18
Farringdon	St.Albans			22710000/ 22710001 22710002	34 ⁷	N/A	7	27	⁸ 27	N/A
Farringdon	West Hampstead Thameslink			22710002	1	N/A	N/A	1	N/A	N/A
Farringdon	West Hampstead Thameslink			22710001	20	N/A	N/A	20	N/A	N/A

1					2					
Service Group: EG01 ⁵³										
Service description: Bedford Mainline (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Bedford	Blackfriars			22710000/ 22710001/ 22710002	90 ⁹	20	N/A	70	70 ¹⁰	59 ¹¹
Flitwick	Blackfriars			22710001/ 22710002	1	1	N/A	N/A	N/A	N/A
Luton	Blackfriars			22710000/ 22710001 / 22710002	40 ¹²	8	N/A	32	38 ¹³	25 ¹³
St Albans	Blackfriars			22710000/ 22710001 22710002	30 ¹⁴	7	N/A	23	24 ¹⁵	N/A
West Hampstead Thameslink	Blackfriars			22710001 22710002	2	N/A	N/A	2	4	N/A
St. Pancras International	Blackfriars			22710000/ 22710001	3	N/A	N/A	3	1	N/A
West Hampstead Thameslink	Blackfriars			22709000	18 ⁵⁰	N/A	N/A	18	N/A	N/A

1					2					
Service Group: EG02										
Service description: Brighton Mainline					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Blackfriars	Brighton	London Bridge		22711000	52 ¹⁷	N/A	5	47	65 ¹⁸	33 ¹⁹
Blackfriars	Brighton	Selhurst		22711000	3 ²⁰	N/A	N/A	3	2	N/A
Blackfriars	Brighton	Crystal Palace		22711000	7 ²¹	N/A	4	3	N/A	1
Blackfriars	Three Bridges	Crystal Palace		22711000	1 ²²	N/A	1	N/A	N/A	N/A
Blackfriars	Three Bridges	London Bridge		22711000	3	N/A	N/A	3	1	22

1					2					
Service Group: EG02										
Service description: Brighton Mainline (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Blackfriars	Three Bridges	Selhurst		22711000	4	N/A	N/A	4	5	1
Gatwick Airport	Farringdon			22711000	1 ²³	N/A	N/A	1	N/A	3
Brighton	Farringdon	London Bridge		22711000	52 ²⁴	4	N/A	48	66 ²⁵	36 ²⁶
Brighton	Farringdon	Crystal Palace		22711000	11 ²⁷	4	N/A	7	N/A	1 ²⁸
Brighton	Farringdon	Selhurst		22711000	1	1	N/A	N/A	N/A	N/A
Three Bridges	Farringdon	Crystal Palace		22711000	N/A	N/A	N/A	N/A	N/A	1 ²⁹
Three Bridges	Farringdon	Selhurst		22711000	4	N/A	N/A	4	4	1
Three Bridges	Farringdon	London Bridge		22711000	2	N/A	N/A	2	1	20

1					2					
Service Group: EG03										
Service description: South London					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Selhurst	Farringdon	Streatham		22712000	2 ³¹	N/A	N/A	2	3 ³²	N/A
Sutton	Farringdon	Wimbledon, Haydons Road and Tulse Hill		22712000	34 ³³	6	N/A	28	33 ³⁴	24
Sutton	Farringdon	Mitcham Junction and Tulse Hill		22712000	28 ³⁵	5	N/A	23	29 ³⁶	N/A
Sutton	Blackfriars	Mitcham Junction and Tulse Hill		22712000	N/A	N/A	N/A	N/A	N/A	25
Elephant and Castle	Farringdon			22712000	4 ³⁷	N/A	N/A	4	N/A	N/A

1					2					
Service Group: EG03										
Service description: South London (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Blackfriars	Farringdon			22712000	1	N/A	N/A	1	2	3
Blackfriars	Elephant and Castle			22712000	4	N/A	N/A	4	N/A	N/A
Blackfriars	Sutton	Tulse Hill, Haydons Road and Wimbledon		22712000	36 ³⁸	N/A	6	30	36 ³⁹	25 ⁴⁰
Blackfriars	Sutton	Mietcham Junction and Tulse Hill		22712000	31	N/A	6	25	31	24

1					2					
Service Group: EG04										
Service description: Inners					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Hertford North	Moorgate GN	N/A	All Stations	21714000	24	5	N/A	19	N/A	N/A
Hertford North	Moorgate GN	N/A	Semi-Fast	21714000	7	3	N/A	4	N/A	N/A
Letchworth Garden City	Moorgate GN	Hertford North	All Stations	21714000	11	1	N/A	10	N/A	N/A
Letchworth Garden City	Moorgate GN	Hertford North	Semi-Fast	21714000	2	1	N/A	1	N/A	N/A

1					2					
Service Group: EG04										
Service description: Inners (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Stevenage	Moorgate GN	Hertford North	All Stations	21714000	7	1	N/A	6	N/A	N/A
Stevenage	Moorgate GN	Hertford North	Semi-Fast	21714000	8	4	N/A	4	N/A	N/A
Gordon Hill	Moorgate GN	N/A	All Stations	21714000	10	5	N/A	5	N/A	N/A
Stevenage	King's Cross	Hertford North	All Stations	21714000	N/A	N/A	N/A	N/A	17	17
Gordon Hill	Moorgate GN	N/A	Semi-Fast	21714000	2	2	N/A	N/A	N/A	N/A

1					2					
Service Group: EG04										
Service description: Inners (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Hertford North	King's Cross	N/A	All Stations	21714000	2	N/A	N/A	2	18	19
Letchworth Garden City	King's Cross	Hertford North	All Stations	21714000	4	N/A	N/A	4	3	N/A
Welwyn Garden City	Moorgate GN	N/A	All Stations	21713000	41	8	N/A	33	N/A	N/A
Welwyn Garden City	Moorgate GN	N/A	Semi-Fast	21713000	2	2	N/A	N/A	N/A	N/A

1					2					
Service Group: EG04										
Service description: Inners (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Welwyn Garden City	King's Cross	N/A	All Stations	21713000	7	N/A	N/A	7	38	34
Welwyn Garden City	King's Cross		Fast	21713000	4	N/A	N/A	4	N/A	N/A
Welwyn Garden City	King's Cross	N/A	Semi-Fast	21713000	3	3	N/A	N/A	N/A	N/A
Hertford North	Stevenage	N/A	All Stations	21714000	1	N/A	N/A	1	N/A	N/A
Moorgate	Finsbury Park	N/A	All Stations	21713000	1	N/A	N/A	1	N/A	N/A
Moorgate GN	Hertford North		All Stations	21714000	23	N/A	5	18	N/A	N/A

1					2					
Service Group: EG04										
Service description Inners (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Moorgate GN	Hertford North	N/A	Semi-Fast	21714000	10	N/A	4	6	N/A	N/A
Moorgate GN	Letchworth Garden City	Hertford North	All Stations	21714000	12	N/A	N/A	12	N/A	N/A
Moorgate GN	Letchworth Garden City	Hertford North	Semi-Fast	21714000	2	N/A	1	1	N/A	N/A
Moorgate GN	Stevenage	Hertford North	All Stations	21714000	5	N/A	N/A	5	N/A	N/A
Moorgate GN	Stevenage	Hertford North	Semi-Fast	21714000	7	N/A	5	2	N/A	N/A

1					2					
Service Group: EG04										
Service description: Inners (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Moorgate GN	Gordon Hill	N/A	All Stations	21714000	4	N/A	2	2	N/A	N/A
Moorgate GN	Gordon Hill	N/A	Semi Fast	21714000	6	N/A	5	1	N/A	N/A
King's Cross	Hertford North	N/A	All Stations	21714000	2	N/A	N/A	2	21	18
King's Cross	Stevenage	Hertford North	All Stations	21714000	2	N/A	N/A	2	18	17
King's Cross	Letchworth Garden City	Hertford North	All Stations	21714000	3	N/A	N/A	3	2	2
Moorgate GN	Welwyn Garden City	N/A	All Stations	21713000	44	N/A	11	33	N/A	N/A

1					2					
Service Group: EG04										
Service description: Inners (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
King's Cross	Welwyn Garden City	N/A	All Stations	21713000	7	N/A	N/A	7	39	36
King's Cross	Welwyn Garden City	N/A	Semi-Fast	21713000	7	N/A	5	2	N/A	N/A
King's Cross	Welwyn Garden City	N/A	Fast	21713000	2	N/A	N/A	2	N/A	N/A

1					2					
Service Group: EG05										
Service description: Outers					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Cambridge	King's Cross	Welwyn Garden City	Fast	21715000	16	N/A	N/A	16	18	N/A
Cambridge	King's Cross	Welwyn Garden City	Semi-Fast	21715000	9	2	N/A	7	13	17
Cambridge	King's Cross	Welwyn Garden City	Stopping	21716000	19	5	N/A	14	17	16
Royston	Cambridge			21716000	1	N/A	1	N/A	N/A	N/A
Hitchin	King's Cross			21716000	1	1	N/A	N/A	N/A	N/A
King's Lynn	King's Cross	Welwyn Garden City	Fast	21715000	15	5	N/A	10	14	15
King's Lynn	King's Cross	Welwyn Garden City	Semi-Fast	21715000	6	N/A	N/A	6	4	N/A
King's Lynn	King's Cross	Welwyn Garden City	Stopping	21715000	1	N/A	N/A	1	1	1
Downham Market	King's Cross	Welwyn Garden City	Fast	21715000	1	N/A	N/A	1	N/A	N/A

1					2					
Service Group: EG05										
Service description: Outers (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
King's Lynn	Cambridge		Stopping	21715000	1	1	N/A	N/A	1	N/A
Royston	King's Cross	Welwyn Garden City	Semi-Fast	21716000	6	5	N/A	1	N/A	N/A
Royston	King's Cross	Welwyn Garden City	Stopping	21716000	2	N/A	N/A	2	1	N/A
Letchworth Garden City	King's Cross	Welwyn Garden City	Stopping	21716000	3	2	N/A	1	N/A	3
Ely	King's Cross	Welwyn Garden City	Semi-Fast	21715000	2	N/A	N/A	2	N/A	N/A
Ely	King's Cross	Welwyn Garden City	Fast	21715000	2	N/A	N/A	2	2	N/A
Ely	Cambridge		Stopping	21715000	N/A	N/A	N/A	N/A	1	N/A

1					2					
Service Group: EG05										
Service description: Outers (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Peterborough	King's Cross	Welwyn Garden City	Fast	21717000	7	5	N/A	2	6	3
Peterborough	King's Cross	Welwyn Garden City	Semi-Fast	21717000	21	4	N/A	17	18	17
Peterborough	King's Cross	Welwyn Garden City	Stopping	21717000	15	1	N/A	14	19	1
Peterborough	King's Cross	Hertford North	Stopping	21717000	1	N/A	N/A	1	1	N/A
Huntingdon	King's Cross	Welwyn Garden City	Semi-Fast	21717000	1	N/A	N/A	1	N/A	N/A
Huntingdon	King's Cross	Welwyn Garden City	Stopping	21717000	N/A	N/A	N/A	N/A	1	N/A
King's Cross	Cambridge	Welwyn Garden City	Fast	21715000	10	N/A	1	9	12	0
King's Cross	Cambridge	Welwyn Garden City	Semi-Fast	21715000	12+2MX	N/A	N/A	12+2MX	19	16

1					2					
Service Group: EG05										
Service description: Outers (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
King's Cross	Cambridge	Welwyn Garden City	Stopping	21716000	22	N/A	7	15	19	18
King's Cross	King's Lynn	Welwyn Garden City	Fast	21715000	21	N/A	4	17	19	15
King's Cross	King's Lynn	Welwyn Garden City	Semi-Fast	21715000	1	N/A	N/A	1	N/A	1
King's Cross	Royston	Welwyn Garden City	Stopping	21716000	3	N/A	N/A	3	1	3
King's Cross	Royston	Welwyn Garden City	Semi-Fast	21716000	6	N/A	5	1	N/A	N/A
King's Cross	Royston	Hertford North	Stopping	21716000	1	N/A	N/A	1	1	N/A

1					2					
Service Group: EG05										
Service description: Outers (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
King's Cross	Ely	Welwyn City Garden City	Fast	21715000	5	N/A	1	4	2	N/A
Cambridge	Ely		Stopping	21715000	1	N/A	N/A	1	N/A	N/A
King's Cross	Letchworth Garden City	Welwyn City Garden City	Stopping	21716000	2	N/A	N/A	2	2	N/A
Cambridge	King's Lynn		All Stations	21715000	1	N/A	N/A	1	1	N/A
Cambridge	Downham Market		Stopping	21715000	1	N/A	N/A	1	N/A	N/A

1					2					
Service Group: EG05 48 th										
Service description: Outers (continued)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
King's Cross	Peterborough	Welwyn City	Garden Fast	21717000	12	N/A	5	7	6	3
King's Cross	Peterborough	Welwyn City	Garden Semi-Fast	21717000	22	N/A	5	16	21	16
King's Cross	Peterborough	Welwyn City	Garden Stopping	21717000	13	N/A	N/A	13	18	2
King's Cross	Huntingdon	Welwyn City	Garden Semi-Fast	21717000	1	N/A	1	N/A	N/A	N/A
Stevenage	Peterborough		Stopping	21717000	N/A	N/A	N/A	N/A	N/A	1

1					2					
Service Group: EG06 ⁵²										
Service description: Blackfriars and Kentish Town					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Blackfriars	Kentish Town			22728000	21 ⁵⁰	N/A	N/A	21	N/A	N/A
Kentish Town	Blackfriars			22728000	19 ⁵¹	N/A	N/A	19	N/A	N/A
Blackfriars	Farringdon			22728000	25	N/A	N/A	25	N/A	N/A

1					2					
Service Group: EG06^{51 53}										
Service description: Thameslink Kent Inner Suburban					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Sevenoaks	Farringdon	Swanley and Catford		24656000/ 24656005	32 ⁴⁹	7	N/A	25	N/A	N/A
Orpington	Farringdon	Catford		24656000/ 24656005	4 ⁴⁹	2	N/A	2	N/A	2
Bromley South	Farringdon	Catford		24656000/ 24656005	2 ⁴⁹	2	N/A	N/A	N/A	N/A
Sevenoaks	Blackfriars	Swanley and Catford		24656005	5	N/A	N/A	5	35	31
Sevenoaks	Bromley South	Swanley		24656005	1	N/A	N/A	1	N/A	N/A

1					2					
Service Group: EG06 ^{51 53}										
Service description: Thameslink Kent Inner Suburban					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Orpington	Farringdon	Herne Hill		24652000/ 24652005	3 ⁴⁹	1	N/A	2	N/A	N/A
Beckenham Junction	Farringdon	Herne Hill		24652000/ 24652005	4 ⁴⁹	2	N/A	2	N/A	N/A
Blackfriars	Sevenoaks	Catford and Swanley		24656000/ 24656005	40	N/A	7	33	36	33
Blackfriars	Orpington	Catford		24656000/ 24656005	2	N/A	1	1	N/A	N/A
Blackfriars	Bromley South	Catford		24656000/ 24656005	2	2	N/A	N/A	N/A	N/A
Bromley South	Sevenoaks	Swanley		24656005	1	N/A	N/A	1	N/A	N/A
Blackfriars	Bromley South	Herne Hill		24652000/ 24652005	1	N/A	N/A	1	N/A	N/A
Blackfriars	Beckenham Junction	Herne Hill		24652000/ 24652005	4	N/A	2	2	N/A	N/A

Notes to Table

- 1 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Brighton, Three Bridges, Sutton, Selhurst or Elephant & Castle.
- 2 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Brighton, London Bridge, Selhurst, Sutton or Three Bridges
- 3 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Brighton, London Bridge, Sutton, Three Bridges or East Croydon.
- 4 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Brighton, Elephant & Castle or Sutton
- 5 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Selhurst or Sutton
- 6 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Sutton.
- 7 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Sutton, Elephant & Castle or Sevenoaks.
- 8 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Sutton.
- 9 In respect of each of Train Slot, the Train Operator must either: make an Access Proposal to combine that Train Slot with another Train Slot to form a through service to Brighton, Elephant & Castle, Sutton or Wimbledon; or make an Access Proposal to combine that Train Slot with other Train Slots in order to provide a through service to Beckenham Junction, Bromley South, Orpington or Sevenoaks
- 10 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Brighton, Three Bridges, East Croydon or Sutton..
- 11 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Brighton, Three Bridges, East Croydon or Sutton.
- 12 In respect of each of Train Slot, the Train Operator must either: make an Access Proposal to combine that Train Slot with another Train Slot to form a through service to Elephant & Castle or Sutton; or make an Access Proposal to combine that Train Slot with other Train Slots in order to provide a through service to Kent House, Beckenham Junction, Bromley South, Orpington or Sevenoaks.
- 13 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Brighton, Three Bridges or Sutton
- 14 In respect of each of Train Slot, the Train Operator must either: Bid to combine that Train Slot with another Train Slot to form a through service to Elephant & Castle or Sutton; or make an Access Proposal to combine that Train Slot with other Train Slots in order to provide a through service to Beckenham Junction, Bromley South, Orpington or Sevenoaks.
- 15 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Sutton
- 16 Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford
- 17 Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford
- 18 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford
- 19 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 20 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 21 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford.

- 22 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford or St Pancras Low Level.
- 23 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 24 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford or Luton.
- 25 Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 26 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford
- 27 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 28 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 29 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 30 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 31 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford or Luton.
- 32 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford or Luton.
- 33 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford, Luton or St Albans.
- 34 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford Luton or St Albans.
- 35 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford, Kentish Town, Luton or St Albans.
- 36 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford, Luton or St Albans.
- 37 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford, Luton or St Albans.
- 38 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford, Luton, St Albans or West Hampstead
- 39 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford, Luton, St Albans or West Hampstead.
- 40 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford, Luton or St Albans.
- 41 Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford, Luton or St Albans.
- 42 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford, Luton or St Albans.
- 43 The Train Operator must make an Access Proposal for 35 of these Train Slots to be combined with other Train Slots to form through services from Luton.
- 44 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford or Luton.
- 45 "FO" means Fridays only.
- 46 "FO" means Fridays only.
- 47 "FSX" means Fridays and Saturdays excluded.
- 48 "FSX" means Fridays and Saturdays excluded.
- 49 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form a through service to Kentish Town, West Hampstead, Luton, St Albans or Bedford.

- 50 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form a through service to, Sevenoaks, Orpington, Bromley South, Kent House or Beckenham Junction.
- 51 In respect of each Train Slot, with effect from the beginning of service on 21 December 2014, rights and responsibility will transfer to the Thameslink, Southern and Great Northern franchise from the Southeastern franchise
- 52 The rights held within this table shall cease to exist at 0159 hours on the 21 December 2014
- 53 The rights held within this table shall be effective from 0200 hours on the 21 December 2014

- 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 under the heading "Passenger Train Slots" and on the Days and within the Peak and Off-Peak times so listed. Passenger Train Slots listed under the sub-headings "Peak times" and "Off-Peak times" are the constituent parts of, and are not in addition to, those listed under the sub-heading "Total Weekday".
- 2.2 In order to provide for the Scheduling of part only of Passenger Train Slots specified in Table 2.1 the Train Operator has Contingent Rights for such a Passenger Train Slot to commence from and/or terminate at Luton and St Albans in respect of Service Group EG01.
- 2.3 In order to provide through Services the Train Operator has Firm Rights to combine Passenger Train Slots at Farringdon (northbound) and Blackfriars (southbound).

Table 2.2: Additional Passenger Train Slots

NOT USED

- 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 under the heading “Additional Passenger Trains Slots” and on the Days and within the Peak and Off-Peak times so listed. Passenger Train Slots listed under the sub-headings “Peak times” and “Off Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Total Weekday”.
- 2.5 “A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:
- (a) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question and to have that Passenger Train Slot commence from and/or terminate at any station listed in its Calling Pattern; and
 - (b) a Contingent Right to combine Passenger Train Slots to provide a through Service.”.
- 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 the maintenance depots listed in Schedule 2;
 - (b) movements for driver training purposes; and
 - (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.

Table 2.3: Special Events ^{53rd}

1	2	3	4
Service Group	Description	Entitlement	Purpose
EG01	Any	20 passenger train slots per Contract Year between Luton and any of the following stations: West Hampstead Thameslink, Farringdon, Blackfriars, New Cross Gate, Selhurst, Bedford and Brighton.	To aid crowd control or crowd segregation at large scale public events
EG04	Off Peak Saturdays Sundays	Before an event – up to 8 Passenger Train Slots between Kings Cross and Gordon Hill and Gordon Hill and Kings Cross calling at up to all intermediate stations. After an event – up to 8 Passenger Train Slots between Kings Cross and Gordon Hill and Gordon Hill and Kings Cross calling at up to all intermediate stations.	Events at Alexandra Palace
EG04 and EG05	Off Peak Saturdays Sundays	Before and after a match : (1) up to 3 Passenger Train Slots from Finsbury Park to Welwyn Garden City calling at up to all intermediate stations and : (2) up to 3 Passenger Train Slots from Finsbury Park to Hertford North calling at up to all intermediate stations. Of the total of (1) and (2) , 3 Passenger Train Slots may continue to Letchworth Garden City calling at up to all intermediate stations. Also , before and after major events , (3) 2 additional Passenger Train Slots to and from Finsbury Park and Royston calling at intermediate stations of Potter Bar , Hatfield Welwyn Garden City , Stevenage , Hitchin , Letchworth Garden City and Baldock (4) Also , before and after major events 1 additional Passenger Train Slot calling at Finsbury Park , Stevenage , Hitchin , Biggleswade , St Neots and Huntingdon.	Football at the Emirates Football Stadium
EG05	Off Peak Saturdays Sundays	Before an event (1) up to 2 Passenger Train Slots from King’s Cross to Stevenage calling at up to all intermediate stations (2) up to 2 Passenger Train Slots from Peterborough to Stevenage calling at up to all intermediate stations : and (3) up to 2 Passenger Train Slots from Cambridge to Stevenage calling at up to all intermediate stations . After an event, (1) up to 12 Passenger Train Slots from Stevenage to King’s Cross calling at up to all intermediate stations (2) up to 4 Passenger Train Slots from Stevenage to Peterborough calling at up to all	Events at Knebworth House

		<i>intermediate stations, and up to 4 Passenger Trains Slots from Stevenage to Cambridge calling at up to all intermediate stations.</i>	
<i>EG05</i>	<i>Any</i>	<i>30 Passenger Train Slots per Contract Year between London and any of the following stations : - Peterborough , Cambridge and King's Lynn</i>	<i>To aid crowd control and dispersal at large scale public events</i>

Table 2.4: Staff Train Slots

1.	2.	3.	4.	5.	6.
From	To	Via	Days	Earliest Departure Time from Origin	Latest Departure Time from Origin
King's Cross	Royston	Welwyn Garden City	Weekday Saturday	04:00	04:30
King's Cross	Hornsey	N/A	Saturday	05:00	05:30
Hitchin	Letchworth Garden City	N/A	Weekday Saturday	05:00	05:30
Moorgate GN	Finsbury Park	N/A	Weekday	22:00	22:30
Drayton Park	Finsbury Park	N/A	Saturday Sunday	13:15	13:45
Finsbury Park	Moorgate GN	N/A	Weekday	05:45	06:15
Finsbury Park	Drayton Park	N/A	Saturday Sunday	10:10	10:40
King's Cross	Hertford North	N/A	Weekday	05:00	05:30

- 2.8 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable up to and including the number of Services specified in column 3 of Table 2.3 over the sections of the Routes specified in column 3 for the purpose as set out in column 4.
- 2.9 Save with the prior written consent of Network Rail and subject to such conditions as Network Rail may reasonably impose, the Train Operator shall not be entitled to operate Services on the Routes on 25 and 26 December.
- 2.10 Subject to paragraph 2.9, the Train Operator has Firm Rights to operate Services in any Service Group on a Public Holiday (except for 25 and 26 December) up to a quantum to which it is entitled on a Saturday for that Service Group.
- 2.11 The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in Table 2.1.
- 2.12 The Train Operator has Contingent Rights to one Train Slot in the Working Timetable on the Days specified in column 4 from each of the places listed in column 1 of Table 2.4 to those destinations listed in column 2 of Table 2.4 departing between the times listed in column 5 and column 6 of Table 2.4.
- 2.13 The Train Operator's rights to use the Diversionary Route specified in paragraph 4 d) of Schedule 2 and to use the Depot Route specified in paragraph 5 e) of Schedule 2 shall only apply^{21st}:

when the direct route between Kentish Town and Blackfriars is not available for the passage of trains^{21st};

and such rights shall be^{21st}:

- (i) subject to the rights of East Midlands Trains Limited under its track access contract dated 11th November 2007 and the rights of any successor train operator under its track access contract in respect of all or part(s) of such Diversionary Route and/or Depot Route and^{21st}
- (ii) conditional upon Network Rail remaining as facility owner of the railway network upon the St. Pancras Railway Lands, as defined in the Deed of Easement dated 25 April 21996 between British Railways Board and Railtrack plc (as amended from time to time).^{21st}

3 Intervals

Table 3.1a: Morning Peak Service Intervals and frequency ^{53rd}

1					2			3		
Service Group: EG01										
Service description: Bedford Mainline					Minimum number of Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of +/- 5 minutes.			Minimum interval between Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	07:00-07:59	08:00-08:59	09:00-09:59	07:00-07:59	08:00-08:59	09:00-09:59
Bedford	Blackfriars			22710000/ 22710001/ 22710002	7	9	4	N/A	N/A	N/A
Flitwick	Blackfriars			22710000/ 27100001/ 22710002	1	N/A	N/A	N/A	N/A	N/A
Luton	Blackfriars			22710000/ 22710001 / 22710002	3	2	2	N/A	N/A	N/A
St. Albans	Blackfriars			22710000/ 22710001 / 22710002	1	3	4	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG02										
Service description: Brighton Mainline					Minimum number of Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of +/- 5 minutes.			Minimum interval between Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	07:00-07:59	08:00-08:59	09:00-09:59	07:00-07:59	08:00-08:59	09:00-09:59
Brighton	Farringdon	London Bridge		22711000	2	N/A	2	N/A	N/A	N/A
Brighton	Farringdon	Crystal Palace		22711000	1	1	2	N/A	N/A	N/A
Brighton	Farringdon	Selhurst		22711000	N/A	1	N/A	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG03										
Service description: South London					Minimum number of Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of +/- 5 minutes.			Minimum interval between Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	07:00-07:59	08:00-08:59	09:00-09:59	07:00-07:59	08:00-08:59	09:00-09:59
Sutton	Farringdon	Wimbledon, Haydons Road and Tulse Hill		22712000	2	2	2	N/A	N/A	N/A
Sutton	Farringdon	Mitcham Junction and Tulse Hill		22712000	1	2	2	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG04										
Service description: Inners					Minimum number of Passenger Train Slots arriving at King's Cross or Moorgate GN in each period of 60 Minutes of the morning peak			Minimum interval between Passenger Train Slots arriving at King's Cross or Moorgate GN in each Period of 60 Minutes of the morning peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	07:00-07:59	08:00-08:59	09:00-09:59	07:00-07:59	08:00-08:59	09:00-09:59
Hertford North / Gordon Hill	Moorgate GN	N/A	N/A	21714000	3	7	5	N/A	N/A	N/A
Letchworth Garden City / Stevenage	Moorgate GN	Hertford North	N/A	21714000	3	1	2	N/A	N/A	N/A
Welwyn Garden City	Moorgate GN	N/A	N/A	21713000	3	4	3	N/A	N/A	N/A
Hitchin / Welwyn Garden City	King's Cross	Welwyn Garden City	N/A	21713000	1	1	1	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG05										
Service description: Outers					Minimum number of Passenger Train Slots arriving at King's Cross in each Period of 60 Minutes of the morning peak			Minimum interval between Passenger Train Slots arriving at King's Cross in each Period of 60 Minutes of the morning peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	07:00-07:59	08:00-08:59	09:00-09:59	07:00-07:59	08:00-08:59	09:00-09:59
Cambridge	King's Cross	Welwyn City Garden	N/A	21715000 / 21216000	3	2	2	N/A	N/A	N/A
King's Lynn / Ely	King's Cross	Welwyn City Garden	N/A	21715000	1	3	2	N/A	N/A	N/A
Royston	King's Cross	Welwyn City Garden	N/A	21716000	1	3	1	N/A	N/A	N/A
Letchworth Hitchin GC/	King's Cross	Welwyn City Garden	Semi-fast	21716000	1	1	1	N/A	N/A	N/A
Peterborough/Huntingdon	King's Cross	Welwyn City Garden	Semi-Fast	21717000	2	2	1	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG05										
Service description: Outers					Minimum number of Passenger Train Slots arriving at King's Cross in each Period of 60 Minutes of the morning peak			Minimum interval between Passenger Train Slots arriving at King's Cross in each Period of 60 Minutes of the morning peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	07:00-07:59	08:00-08:59	09:00-09:59	07:00-07:59	08:00-08:59	09:00-09:59
Peterborough	King's Cross	Welwyn City Garden	Fast	21717000	1	4	N/A	N/A	N/A	N/A
Peterborough	King's Cross	Welwyn City Garden	Stopping	21717000	1	N/A	N/A	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG06¹										
Service description: Thameslink Kent Inner Suburban					Minimum number of Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of +/- 5 minutes.			Minimum interval between Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	07:00-07:59	08:00-08:59	09:00-09:59	07:00-07:59	08:00-08:59	09:00-09:59
Sevenoaks	Farringdon	Swanley and Catford		24656000	2	2	3	N/A	N/A	N/A
Orpington	Farringdon	Catford		24656000	N/A	1	1	N/A	N/A	N/A
Bromley South	Farringdon	Catford		24656000	N/A	1	1	N/A	N/A	N/A
Orpington	Farringdon	Herne Hill		24652000	1	1	N/A	N/A	N/A	N/A
Beckenham Junction	Farringdon	Herne Hill		24652000	N/A	1	1	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

¹ The rights held within this table shall be effective from 0200 hours on the 21 December 2014

Table 3.1b: Evening Peak Service Intervals and frequency ^{53rd}

1					2			3		
Service Group: EG01										
Service description: Bedford Mainline					Minimum number of Passenger Train Slots departing from Farringdon in each Period of 60 Minutes of the evening peak with a maximum variation of +/- 5 minutes.			Minimum interval between Passenger Train Slots departing from Farringdon in each Period of 60 Minutes of the evening peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	16:00 – 16:59	17:00 – 17:59	18:00 – 18:59	16:00 – 16:59	17:00 – 17:59	18:00 – 18:59
Farringdon	Bedford			22710000/ 22710001/ 22710002	6	8	9	N/A	N/A	N/A
Farringdon	Luton			22710000/ 22710001/ 22710002	2	2	2	N/A	N/A	N/A
Farringdon	St. Albans			22710000/ 22717001/ 22710002	2	3	2	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG02										
Service description: Brighton Mainline					Minimum number of Passenger Train Slots departing from Blackfriars in each Period of 60 Minutes of the evening peak with a maximum variation of +/- 5 minutes.			Minimum interval between Passenger Train Slots departing from Blackfriars in each Period of 60 Minutes of the evening peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	16:00 – 16:59	17:00 – 17:59	18:00 – 18:59	16:00 – 16:59	17:00 – 17:59	18:00 – 18:59
Blackfriars	Brighton	London Bridge		22711000	3	N/A	2	N/A	N/A	N/A
Blackfriars	Brighton	Crystal Palace		22711000	1	2	1	N/A	N/A	N/A
Blackfriars	Three Bridges	Crystal Palace		22711000	N/A	1	N/A	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG03										
Service description: South London					Minimum number of Passenger Train Slots departing from Farringdon in each Period of 60 Minutes of the evening peak with a maximum variation of +/- 5 minutes.			Minimum interval between Passenger Train Slots departing from Farringdon in each Period of 60 Minutes of the evening peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	16:00 – 16:59	17:00 – 17:59	18:00 – 18:59	16:00 – 16:59	17:00 – 17:59	18:00 – 18:59
Blackfriars	Sutton	Tulse Hill, Haydons Road and Wimbledon		22712000	2	2	2	N/A	N/A	N/A
Blackfriars	Sutton	Tulse Hill and Mitcham Junction		22712000	2	2	2	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

1					2			3		
Service Group: EG04										
Service description: Inners					Minimum number of Passenger Train Slots departing from Moorgate GN in each Period of 60 Minutes of the evening peak			Minimum interval between Passenger Train Slots departing from Moorgate GN in each Period of 60 Minutes of the evening peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	16:00-16:59	17:00-17:59	18:00-18:59	16:00-16:59	17:00-17:59	18:00-18:59
Moorgate GN	Hertford North / Gordon Hill	N/A	N/A	21714000	5	6	5	N/A	N/A	N/A
Moorgate GN	Letchworth Garden City / Stevenage	Hertford North	N/A	21714000	2	2	2	N/A	N/A	N/A
Moorgate GN	Welwyn Garden City	N/A	N/A	21713000	3	4	4	N/A	N/A	N/A
King's Cross	Welwyn Garden City	N/A	N/A	21713000	1	2	2	N/A	N/A	N/A

1					2			3		
Service Group: EG05										
Service description: Outers					Minimum number of Passenger Train Slots departing from King's Cross in each Period of 60 Minutes of the evening peak			Minimum interval between Passenger Train Slots departing from King's Cross in each Period of 60 Minutes of the evening peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	16:00-16:59	17:00-17:59	18:00-18:59	16:00-16:59	17:00-17:59	18:00-18:59
King's Cross	Cambridge	Welwyn Garden City	Stopping	21716000	3	2	2	N/A	N/A	N/A
King's Cross	King's Lynn / Cambridge / Ely	Welwyn Garden City	Semi-Fast / Fast	21715000	2	2	2	N/A	N/A	N/A
King's Cross	Royston	Welwyn Garden City	Semi-fast	21716000	1	2	2	N/A	N/A	N/A
King's Cross	Peterborough / Huntingdon	Welwyn Garden City	Semi-Fast	21717000	2	2	2	N/A	N/A	N/A
King's Cross	Peterborough	Welwyn Garden City	Fast	21717000	1	2	2	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met

1					2			3		
Service Group: EG06 ¹										
Service description: Thameslink Kent Inner Suburban					Minimum number of Passenger Train Slots departing from Farringdon in each Period of 60 Minutes of the evening peak with a maximum variation of +/- 5 minutes.			Minimum interval between Passenger Train Slots departing from Farringdon in each Period of 60 Minutes of the evening peak with a maximum variation of -3 minutes		
From	To	Via	Description	TSC	16:00 – 16:59	17:00 – 17:59	18:00 – 18:59	16:00 – 16:59	17:00 – 17:59	18:00 – 18:59
Blackfriars	Sevenoaks	Catford and Swanley		24656000	2	3	2	N/A	N/A	N/A
Blackfriars	Orpington	Catford		24656000	1	N/A	N/A	N/A	N/A	N/A
Blackfriars	Beckenham Junction	Herne Hill		24652000	1	1	N/A	N/A	N/A	N/A

Note: Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.

¹ The rights held within this table shall be effective from 0200 hours on the 21 December 2014

- 3.1 In respect of each Service specified in column 1 of Tables 3.1(a) and 3.1(b), and subject to paragraphs 3.3 and 3.4, the Train Operator has Firm Rights to the minimum number of Passenger Train Slots during the times shown in column 2 of Table 3.1(a) and Table 3.1(b), arriving at the station shown in column 2 of Table 3.1(a) and departing from the station shown in column 2 of Table 3.1(b), being the component parts of, and not additional to, the quanta shown in column 2 of Table 2.1.
- 3.2 In respect of each Service specified in column 1 of Tables 3.1, 3.1(a) and 3.1(b), and subject to paragraphs 3.3 and 3.4, the Train Operator has Firm Rights to:
- (a) the interval between Passenger Train Slots shown in column 3 of Table 3.1 from the station shown in column 2 of that Table, being a station of origin or an intermediate station;
 - (b) the minimum interval between Passenger Train Slots shown in column 3 of Table 3.1(a) arriving at the station shown in that column, being a destination station or an intermediate station; and
 - (c) the minimum interval between Passenger Train Slots shown in column 3 of Table 3.1(b) departing from the station shown in that column, being a station of origin or an intermediate station.
- 3.3 The Firm Rights specified in paragraphs 3.1 and 3.2 may only be Exercised if the Access Proposal or Rolled Over Access Proposal for each such Service complies with the Regular Calling Pattern and with the Standard Specified Equipment specified for each such Service.
- 3.4 Network Rail shall be entitled to vary:
- (a) any one or more departures from the station named in column 2 of Table 3.1 and named in column 3 of Table 3.1(b) by up to the number of minutes specified in column 4 of Table 3.1 and column 3 of Table 3.1(b); and
 - (b) any one or more arrivals at the station named in column 3 of Table 3.1(a) by up to the number of minutes specified in column 3 of Table 3.1(a),
- with the effect that the interval between any two or more of such Passenger Train Slots may be less than or more than that specified in column 3 of Tables 3.1, 3.1(a) and 3.1(b), provided that the combined effect of such flexing over a period of 60 minutes shall not affect the average interval between such Passenger Train Slots.

Table 3.2: Clockface Departures

1					2	3			
Service Group: EG01									
Service description: Bedford Mainline					Station where Clockface Departure applies	Number of Clockface Departures per Period of 60 Minutes			
From	To	Via	Description	TSC		Peak	Off-Peak	Saturday	Sunday
Farringdon	Bedford			22710000/ 22710001	Farringdon	N/A	4 ¹ Applies from 0914 to 1559; and 2014 to 2359	4 ⁷ Applies from 0814 to 2259	4 ¹³ Applies from 1114 to 2158
Farringdon	Luton			22710000/ 22710001	Farringdon	N/A	2 ² Applies from 1000 to 1559	2 ⁸ Applies from 0734 to 2034	2 ¹⁴ Applies from 1102 to 1132; and from 1632 to 1832
Farringdon	St Albans			22710000/ 22710001	Farringdon	N/A	2 ³ Applies from 1000 to 155	2 ⁹ Applies from 0749 to 1719	N/A
Bedford	Blackfriars			22717000/ 22710001	Bedford	N/A	4 ⁴ Applies from 1100 to 1455.	4 ¹⁰ Applies from 0610 to 1655	4 ¹⁵ Applies from 0810 to 1250; and from 1300 to 1650
Luton	Blackfriars			22710000/ 22710001	Luton	N/A	2 ⁵ Applies from 0914 to 1644; and from 1820 to 2220	2 ¹¹ Applies from 0814 to 1744; and from 1820 to 2220	2 ¹⁶ Applies from 0820 to 1250; and from 1750 to 1950
St Albans	Blackfriars			22710000/ 22710001	St Albans	N/A	2 ⁶ Applies from 1100 to 1455	2 ¹² Applies from 0843 to 1813	N/A

1					2	3			
Service Group: EG02									
Service description: Brighton Mainline					Station where Clockface Departure applies	Number of Clockface Departures per Period of 60 Minutes			
From	To	Via	Description	TSC		Peak	Off-Peak	Saturday	Sunday
Blackfriars	Brighton	London Bridge		22711000	Farringdon	N/A	4 ¹⁷ Applies from 1000 to 1559	4 ¹⁹ Applies from 0629 to 1959	2 ²¹ Applies from 0659 to 2259
Brighton	Farringdon	London Bridge		22711000	Gatwick	N/A	4 ¹⁸ Applies from 1000 to 1559	4 ²⁰ Applies from 0637 to 2037	2 ²² Applies from 0646 to 2246
East Croydon	Farringdon	London Bridge		22711000	East Croydon	N/A	N/A	N/A	2 ²³ Applies from 1012 to 2112
Blackfriars	East Croydon	London Bridge		22711000	Farringdon	N/A	N/A	N/A	2 ²⁴ Applies from 0914 to 2114

1					2	3			
Service Group: EG03									
Service description: South London					Station where Clockface Departure applies	Number of Clockface Departures per Period of 60 Minutes			
From	To	Via	Description	TSC		Peak	Off-Peak	Saturday	Sunday
Wimbledon	Farringdon	Haydons Road and Tulse Hill		22712000	Wimbledon	N/A	2 ²⁵ Applies from 1000 to 1559	2 ²⁷ Applies from 0823 to 1953	N/A
Sutton	Farringdon	Wimbledon, Haydons Road and Tulse Hill		22712000	Sutton	N/A	N/A	N/A	2 ²⁹ Applies from 1010 to 1740
Sutton	Farringdon	Mitcham Junction and Tulse Hill		22712000	Sutton	N/A	2 ²⁶ Applies from 1000 to 1559	2 ²⁸ Applies from 0704 to 1904	N/A
Blackfriars	Sutton	Tulse Hill, Haydons Road and Wimbledon		22712000	Farringdon	N/A	231 Applies from 1000 to 1559; and from 1940 to 2310	233 Applies from 0737 to 2310	234 Applies from 0911 to 1641

- 3.5 Subject to paragraphs 3.6 and 3.7, the Train Operator has Firm Rights in respect of the number of Passenger Train Slots in every Period of 60 Minutes specified in column 3 of Table 3.2, to Clockface Departures from the station named in column 2, being a station of origin or intermediate station, repeated throughout the Day or part of the Day specified in column 3. Where two or more Clockface Departures are so specified, there shall be equal intervals between them, subject to the conditions in paragraph 3.7(b).
- 3.6 The Firm Rights specified in paragraph 3.5 may only be Exercised if the Access Proposal or Rolled Over Access Proposal for each such Service complies with the Regular Calling Pattern and with the Standard Specified Equipment specified for each such Service.
- 3.7 Network Rail shall be entitled:
- (a) to vary the time(s) of departure requested by the Train Operator from the station named in column 2 to any point on the clockface provided that, where two or more Clockface Departures are so specified, there shall be equal intervals between such Clockface Departures; and
 - (b) to vary any one or more of such departures by up to 2 minutes later than the clockface pattern so fixed.

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group: EG01 ^{21st}					Earliest and latest Passenger Train Slots					
Service description: Bedford Mainline					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Farringdon	Bedford			22710000/ 22710001	0520	2212	0520	0104	0558	0104
Bedford	Blackfriars			22710000/ 22710001	0340	2050	0340	2340	0540	0140
St Pancras International	Bedford			22710000/ 22710001	0238	0138	N/A	N/A	N/A	N/A
Bedford	St Pancras International			22710000/ 22710001	0210	0110	N/A	N/A	N/A	N/A

1					2					
Service Group: EG02 ^{21st}					Earliest and latest Passenger Train Slots					
Service description: Brighton Mainline					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Blackfriars	Brighton			22711000	0504	2204	0504	2304	0704	2304
Blackfriars	Three Bridges	Selhurst		22711000	N/A	N/A	N/A	N/A	N/A	0204
Brighton	Farringdon			22711000	0509	2037	0524	2337	0544	2344
Three Bridges	Farringdon			22711000	0425	N/A	0225	N/A	0510	N/A
East Croydon	Farringdon			22711000	N/A	N/A	N/A	N/A	1012	1812
Blackfriars	East Croydon			22711000	N/A	N/A	N/A	N/A	0919	2119
Blackfriars	Three Bridges	London Bridge		22711000	N/A	N/A	N/A	0034	N/A	N/A
London Bridge	Brighton			22711000	0405	2311	N/A	N/A	N/A	N/A
Brighton	London Bridge			22711000	N/A	2337	N/A	N/A	N/A	N/A

1					2					
Service Group: EG03 ^{21st}					Earliest and latest Passenger Train Slots					
Service description: South London					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Sutton	Farringdon	Wimbledon, Haydons Road and Tulse Hill		22712000	0622	N/A	0707	2149	1010	2110
Sutton	Farringdon	Mitcham Junction and Tulse Hill		22712000	0938	2110	0706	1906	N/A	N/A
Blackfriars	Wimbledon	Tulse Hill, Mitcham Junction and Sutton		22712000	0606	2030	0730	1900	N/A	N/A
Blackfriars	Sutton	Tulse Hill, Haydons Road and Wimbledon		22712000	0836	2216	0616	2316	0916	2046
Wimbledon	Farringdon	Haydons Road, Tulse Hill		22712000	0624	2136	0656	2238	N/A	N/A

1					2					
Service Group: EG04 ^{22nd}					Earliest and latest Passenger Train Slots					
Service description: Inners					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Letchworth Garden City	King's Cross	Hertford North	All Stations	21714000	04:50	23:18	04:50	N/A	N/A	N/A
Letchworth Garden City	Moorgate GN	Hertford North	All Stations	21714000	05:20	N/A	N/A	N/A	N/A	N/A
Stevenage	King's Cross	Hertford North	All Stations	21714000	N/A	N/A	06:29	23:29	07:29	23:29
Welwyn Garden City	Moorgate GN	N/A	All Stations	21713000	05:53	20:58	N/A	N/A	N/A	N/A
Welwyn Garden City	King's Cross	N/A	All Stations	21713000	04:15	23:00	04:15	22:58	06:28	22:58

1					2					
Service Group: EG04					Earliest and latest Passenger Train Slots					
Service description: Inners (continued)					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
King's Cross	Hertford North	N/A	All Stations	21714000	05:26	22:56	05:26	00:26	05:56	22:56
King's Cross	Welwyn Garden City	N/A	All Stations	21713000	06:11	00:41	06:11	23:19	06:11	23:19
King's Cross	Letchworth Garden City	Hertford North	N/A	21714000	N/A	01:06	N/A	N/A	N/A	01:06
King's Cross	Stevenage	Hertford North	All Stations	21714000	06:26	N/A	06:26	23:26	06:26	23:28
Moorgate GN	Welwyn Garden City	N/A	All Stations	21713000	06:35	21:35	N/A	N/A	N/A	N/A

1					2						
Service Group: EG05 ^{22nd}					Earliest and latest Passenger Train Slots						
Service description: Outers					Weekdays		Saturdays		Sundays		
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	
Letchworth Garden City	King's Cross	Welwyn City	Garden	N/A	21716000	06:46	N/A	N/A	N/A	N/A	N/A
Royston	King's Cross	Welwyn City	Garden	N/A	21716000	05:16	N/A	05:16	N/A	N/A	N/A
Cambridge	King's Cross	Welwyn City	Garden	N/A	21715000/ 21716000	05:48	21:55	05:55	23:06	06:28	22:41
Ely	King's Cross	Welwyn City	Garden	N/A	21715000	05:26	N/A	N/A	N/A	N/A	N/A
King's Lynn	King's Cross	Welwyn City	Garden	N/A	21715000	05:53	22:32	05:56	21:34	08:28	22:28
Peterborough	King's Cross	Welwyn City	Garden	N/A	21717000	04:12	22:30	04:12	22:42	05:50	22:51

1					2					
Service Group: EG05					Earliest and latest Passenger Train Slots					
Service description: Outers (continued)					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
King's Cross	King's Lynn	Welwyn Garden City	N/A	21715000	05:45	22:15 ¹	06:45	23:08	07:52	22:15
King's Cross	Ely	Welwyn Garden City	N/A	21715000	N/A	23:15 ²	N/A	N/A	N/A	23:15
King's Cross	Cambridge	Welwyn Garden City	N/A	21715000/ 21716000	06:06	00:07	05:45	00:04	06:52	23:06
Kings Cross	Cambridge	Hertford North	N/A	21716000	N/A	00:31	N/A		N/A	00:07
Cambridge	King's Lynn	N/A	N/A	21715000	06:23	N/A	06:32	N/A	N/A	N/A
King's Cross	Letchworth Garden City	Welwyn Garden City	N/A	21714000	16:52	23:36	N/A	23:35	N/A	23:41
King's Cross	Peterborough	Welwyn Garden City	N/A	21717000	05:22	01:36	05:22	00:36	07:22	01:36

Notes to Table:

¹ Fridays Only 23:15.

² Fridays excepted.

3.8 In respect of each Service specified in column 1 of Table 3.3, the Train Operator has Firm Rights to earliest Passenger Train Slots no later and latest Passenger Train Slots no earlier than the times specified in column 2.

4 Calling Patterns

Table 4.1: Calling Patterns ^{53rd}

1					2	3
Service Group: EG01						
Service description: Bedford Mainline						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Farringdon	Bedford		Semi-fast	22710000/ 22710001/ 22710002	St. Pancras International, St Albans, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington and Flitwick	West Hampstead Thameslink
Farringdon	Bedford		Fast	22710000/ 22710001/ 22710002	St. Pancras International, St Albans, Harpenden or Luton Airport Parkway, Luton, Leagrave or Flitwick	West Hampstead
Farringdon	Bedford		All stations	22710000/ 22710001/ 22710002	Kentish Town, West Hampstead Thameslink Cricklewood, Hendon, Mill Hill Broadway, Elstree & Borehamwood, Radlett, St Albans, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington and Flitwick	N/A
Bedford	Blackfriars		Semi-fast	22710000/ 22710001/ 22710002	Flitwick, Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden, St Albans, St. Pancras International, Farringdon and City Thameslink	West Hampstead Thameslink
Bedford	Blackfriars		Fast	22710000/ 22710001/ 22710002	Flitwick or Leagrave, Luton, Harpenden, St Albans, St. Pancras International, Farringdon and City Thameslink	West Hampstead
Bedford	Blackfriars		All stations	22710000/ 22710001/ 22710002	Flitwick, Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden, St Albans, Radlett, Elstree & Borehamwood, Mill Hill Broadway, Hendon, Cricklewood, West Hampstead Thameslink, Kentish Town, St. Pancras International, Farringdon and City Thameslink	N/A

1					2	3
Service Group: EG01						
Service description: Bedford Mainline (continued)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Farringdon	Luton		All stations	22710000/ 22710001/ 22710002	St. Pancras International, Kentish Town, West Hampstead Thameslink, Cricklewood, Hendon, Mill Hill Broadway, Elstree & Borehamwood, Radlett, St Albans, Harpenden and Luton Airport Parkway	N/A
Luton	Blackfriars		All stations	22710000/ 22710001/ 22710002	Luton Airport Parkway, Harpenden, St Albans, Radlett, Elstree & Borehamwood, Mill Hill Broadway, Hendon, Cricklewood, West Hampstead Thameslink, Kentish Town, St. Pancras International, Farringdon and City Thameslink	N/A
Farringdon	St Albans		All stations	22710000/ 22710001/ 22710002	St. Pancras International, Kentish Town, West Hampstead Thameslink, Cricklewood, Hendon, Mill Hill Broadway, Elstree & Borehamwood and Radlett	N/A
St Albans	Blackfriars		All stations	22710000/ 22710001/ 22710002	Radlett, Elstree & Borehamwood, Mill Hill Broadway, Hendon, Cricklewood, West Hampstead Thameslink, Kentish Town, St. Pancras International, Farringdon and City Thameslink	N/A
St. Pancras International	Blackfriars			22710000/ 22710001	Farringdon	City Thameslink
West Hampstead Thameslink	Farringdon / Blackfriars			22709000	Kentish Town, St Pancras International, Farringdon and City Thameslink	N/A

1					2	3
Service Group: EG02						
Service description: Brighton Mainline						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Blackfriars	Brighton	London Bridge	Fast	22711000	London Bridge, East Croydon, Gatwick Airport, Three Bridges and Haywards Heath	Burgess Hill and Hassocks
Blackfriars	Brighton	London Bridge	Semi-fast	22711000	London Bridge, East Croydon, Gatwick Airport, Three Bridges, Balcombe, Haywards Heath, Wivelsfield, Burgess Hill, Hassocks and Preston Park	Redhill
Blackfriars	Three Bridges	London Bridge		22711000	London Bridge, East Croydon and Gatwick Airport	N/A
Blackfriars	Brighton	Selhurst	Semi-fast	22711000	East Croydon, Gatwick Airport, Three Bridges, Haywards Heath, Wivelsfield, Burgess Hill, Hassocks and Preston Park	Balcombe
Blackfriars	Three Bridges	Selhurst		22711000	East Croydon and Gatwick Airport	N/A
Blackfriars	Brighton	Crystal Palace	Semi-fast	22711000	East Croydon, Gatwick Airport, Three Bridges, Balcombe, Haywards Heath, Wivelsfield, Burgess Hill, Hassocks and Preston Park	Elephant & Castle, Herne Hill, Tulse Hill and Redhill
Blackfriars	East Croydon	London Bridge		22711000	London Bridge	N/A

1					2	3
Service Group: EG02						
Service description: Brighton Mainline (continued)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Blackfriars	Three Bridges	Crystal Palace		22711000	East Croydon, Redhill and Gatwick Airport	Herne Hill
Brighton	Farringdon	Selhurst	Semi-fast	22711000	Preston Park, Hassocks, Burgess Hill, Wivelsfield, Haywards Heath, Three Bridges, Gatwick Airport, East Croydon, Blackfriars and City Thameslink	Balcombe, Redhill, Tulse Hill, Herne Hill, and Elephant & Castle
Brighton	Farringdon	Crystal Palace	Semi-fast	22711000	Preston Park, Hassocks, Burgess Hill, Wivelsfield, Haywards Heath, Three Bridges, Gatwick Airport, East Croydon, Blackfriars and City Thameslink	Balcombe Redhill, Tulse Hill, Herne Hill, and Elephant & Castle
Three Bridges	Farringdon	Crystal Palace		22711000	Gatwick Airport, East Croydon and Blackfriars	Redhill and City Thameslink
East Croydon	Farringdon	London Bridge		22711000	London Bridge and Blackfriars	City Thameslink

1					2	3
Service Group: EG02						
Service description: Brighton Mainline (continued)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Three Bridges	Farringdon	Selhurst		22711000	Gatwick Airport, East Croydon and Blackfriars	City Thameslink
Three Bridges	Farringdon	London Bridge		22711000	Gatwick Airport, East Croydon, London Bridge, City Thameslink and Blackfriars	Redhill
Brighton	Farringdon	London Bridge	Fast	22711000	Haywards Heath, Three Bridges, Gatwick Airport, East Croydon, London Bridge, City Thameslink and Blackfriars	Hassocks and Burgess Hill,
Brighton	Farringdon	London Bridge	Semi-fast	22711000	Preston Park, Hassocks, Burgess Hill, Wivelsfield, Haywards Heath, Balcombe, Three Bridges, Gatwick Airport, East Croydon, London Bridge, City Thameslink and London Blackfriars	Redhill

1					2	3
Service Group: EG03						
Service description: South London						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Selhurst	Farringdon	Streatham		22712000	Streatham, Tulse Hill, Herne Hill, Elephant & Castle, Blackfriars and City Thameslink	Thornton Heath, Norbury, Streatham Common and Loughborough Junction
Sutton	Farringdon	Wimbledon, Haydons Road and Tulse Hill		22712000	West Sutton, Sutton Common, St. Helier, Morden South, South Merton, Wimbledon Chase, Wimbledon, Haydons Road, Tooting, Streatham, Tulse Hill, Herne Hill, Loughborough Junction, Elephant & Castle, Blackfriars and City Thameslink	N/A
Sutton	Farringdon	Mitcham Junction and Tulse Hill		22712000	Carshalton, Hackbridge, Mitcham Junction, Mitcham Eastfields, Streatham, Tulse Hill, Herne Hill, Loughborough Junction, Elephant & Castle, Blackfriars and City Thameslink	N/A
Blackfriars	Sutton	Tulse Hill and Mitcham Junction and Sutton		22712000	Elephant & Castle, Loughborough Junction, Herne Hill, Tulse Hill, Streatham, Mitcham Eastfields, Mitcham Junction, Hackbridge and Carshalton and Sutton.	N/A
Blackfriars	Sutton	Tulse Hill, Haydons Road and Wimbledon		22712000	Elephant & Castle, Loughborough Junction, Herne Hill, Tulse Hill, Streatham, Tooting, Haydons Road, Wimbledon, Wimbledon Chase, South Merton, Morden South, St. Helier, Sutton Common and West Sutton	N/A

1					2	3
Service Group: EG04						
Service description: Inners						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Hertford North	Moorgate GN	N/A	Semi-Fast	21714000	Cuffley, Gordon Hill, Enfield Chase, Winchmore Hill, Palmers Green, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	Alexandra Palace, Grange Park, Bowes Park, Hornsey and Harringay
Hertford North	Moorgate GN	N/A	All Stations	21714000	Bayford, Cuffley, Crews Hill, Gordon Hill, Enfield Chase, Grange Park, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	N/A
Gordon Hill	Moorgate GN	N/A	All Stations	21714000	Enfield Chase, Grange Park, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	N/A
Gordon Hill	Moorgate GN	N/A	Semi-fast	21714000	Enfield Chase, Winchmore Hill, Palmers Green, Alexandra Palace, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	Grange Park, Bowes Park, Hornsey and Harringay
Letchworth Garden City	Moorgate GN	Hertford North	Semi-Fast	21714000	Hitchin, Stevenage, Watton-at-Stone, Hertford North, Cuffley, Gordon Hill, Enfield Chase, Winchmore Hill, Palmers Green, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	Grange Park, Bowes Park, Alexandra Palace, Hornsey and Harringay
Letchworth Garden City	Moorgate GN	Hertford North	All Stations	21714000	Hitchin, Stevenage, Watton-at-Stone, Hertford North, Bayford, Cuffley, Crews Hill, Gordon Hill, Enfield Chase, Grange Park, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	N/A

1					2	3
Service Group: EG04						
Service description: Inners (continued)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Stevenage	Moorgate GN	Hertford North	Stopping	21714000	Watton-at-Stone, Hertford North, Bayford, Cuffley, Crews Hill, Gordon Hill, Enfield Chase, Grange Park, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	
Stevenage	Moorgate GN	Hertford North	Semi-Fast	21714000	Watton-at-Stone, Hertford North, Cuffley, Gordon Hill, Enfield Chase, Winchmore Hill, Palmers Green, Alexandra Palace, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road and Old Street.	Grange Park, Bowes Park, Hornsey and Harringay
Letchworth Garden City	King's Cross	Hertford North	All Stations	21714000	Hitchin, Stevenage, Watton-at-Stone, Hertford North, Bayford, Cuffley, Crews Hill, Gordon Hill, Enfield Chase, Grange Park, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay, Finsbury Park.	N/A
Welwyn Garden City	Moorgate GN	N/A	Semi-Fast	21713000	Hatfield, Welham Green, Brookmans Park, Potters Bar, Hadley Wood, New Barnet, Oakleigh Park, New Southgate, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	Alexandra Palace, Hornsey and Harringay

1					2	3
Service Group: EG04						
Service description: Inners (continued)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Welwyn Garden City	Moorgate GN	N/A	All Stations	21713000	Hatfield, Welham Green, Brookmans Park, Potters Bar, Hadley Wood, New Barnet, Oakleigh Park, New Southgate, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	N/A
Welwyn Garden City	King's Cross	N/A	Semi-Fast	21713000	Hatfield, Potters Bar, New Barnet, Oakleigh Park, New Southgate, Finsbury Park.	Welham Green, Brookmans Park, Hadley Wood and Alexandra Palace
Welwyn Garden City	King's Cross	N/A	Fast	21713000	Welwyn Garden City, Hatfield, Potters Bar, Finsbury Park.	New Barnet

1					2	3
Service Group: EG05						
Service description: Outers						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Cambridge	King's Cross	Welwyn Garden City	Semi-Fast	21715000	Royston, Baldock, Letchworth Garden City, Hitchin, Stevenage, Finsbury Park.	Foxton, Shepreth, Meldreth, Ashwell & Morden.
Cambridge	King's Cross	Welwyn Garden City	Stopping	21716000	Foxton, Shepreth, Meldreth, Royston, Ashwell & Morden, Baldock, Letchworth Garden City, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Finsbury Park.	Hatfield, Potters Bar,
Letchworth Garden City	King's Cross	Welwyn Garden City	Stopping	21715000	Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar, and Finsbury Park.	Welham Green, Brookmans Park, Hadley Wood, New Barnet, Oakleigh Park, New Southgate and Alexandra Palace

1					2	3
Service Group: EG05						
Service description: Outers (continued)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
King's Lynn	King's Cross	Welwyn Garden City	Fast	21715000	Watlington, Downham Market, Littleport, Ely, Waterbeach, Cambridge.	Royston and Letchworth Garden City
King's Lynn	King's Cross	Welwyn Garden City	Semi-Fast	21715000	Watlington, Downham Market, Littleport, Ely, Waterbeach, Cambridge, Royston, Baldock, Letchworth Garden City, Hitchin, Stevenage and Finsbury Park.	Foxton, Shepreth, Meldreth and Ashwell & Morden.
King's Lynn	King's Cross	Welwyn Garden City	Stopping	21715000	Watlington, Downham Market, Littleport, Ely, Waterbeach, Cambridge, Foxton, Shepreth, Meldreth, Royston, Ashwell & Morden, Baldock, Letchworth Garden City, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar and Finsbury Park.	N/A
Ely	King's Cross	Welwyn Garden City	Fast	21715000	Cambridge	Waterbeach, Royston and Letchworth Garden City
Ely	King's Cross	Welwyn Garden City	Semi-Fast	21715000	Waterbeach, Cambridge, Royston, Baldock, Letchworth Garden City, Hitchin, Stevenage and Finsbury Park	Foxton, Shepreth, Meldreth and Ashwell and Morden.
Downham Market	King's Cross	Welwyn Garden City	Fast	21715000	Ely and Cambridge	
Cambridge	King's Lynn	N/A	Stopping	21715000	Waterbeach, Ely, Littleport, Downham Market and Watlington	N/A
Cambridge	Downham Market	N/A	Stopping	21715000	Waterbeach and Ely	Littleport
Cambridge	Ely	N/A	Stopping	21715000	Waterbeach	

1					2	3
Service Group: EG05						
Service description: Outers (continued)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Royston	King's Cross	Welwyn Garden City	Semi-Fast	21716000	Ashwell & Morden, Baldock, Letchworth Garden City, Hitchin, Stevenage and Finsbury Park.	Knebworth and Welwyn North
Royston	King's Cross	Welwyn Garden City	Stopping	21716000	Ashwell & Morden, Baldock, Letchworth Garden City, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar, Finsbury Park.	N/A
Royston	King's Cross	Hertford North	Stopping	21716000	Ashwell & Morden, Baldock, Letchworth Garden City, Hitchin, Stevenage, Hertford North, Cuffley, Gordon Hill, Enfield Chase, Winchmore Hill, Palmers Green, Alexandra Palace and Finsbury Park.	N/A
Peterborough	King's Cross	Welwyn Garden City	Fast	21717000	Huntingdon, St. Neots.	Biggleswade, Hitchin and Stevenage
Peterborough	King's Cross	Welwyn Garden City	Semi-fast	21717000	Huntingdon, St. Neots, Sandy, Biggleswade, Arlesey, Hitchin, Stevenage and Finsbury Park.	Knebworth and Welwyn North
Peterborough	King's Cross	Welwyn Garden City	Stopping	21717000	Huntingdon, St. Neots, Sandy, Biggleswade, Arlesey, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar and Finsbury Park.	Hadley Wood, New Barnet, Oakleigh Park, New Southgate, Alexandra Palace, Hornsey and Haringay
Peterborough	King's Cross	Hertford North	Stopping	21717000	Huntingdon, St. Neots, Sandy, Biggleswade, Arlesey, Hitchin, Stevenage, Hertford North, Gordon Hill, Enfield Chase and Finsbury Park.	Cuffley, Winchmore Hill, Palmers Green and Alexandra Palace.
Huntingdon	King's Cross	Welwyn Garden City	Semi-Fast	21717000	St Neots, Biggleswade, Hitchin, Stevenage and Finsbury Park	Sandy, Arlesey, Knebworth and Welwyn North
Huntingdon	King's Cross	Welwyn Garden City	Stopping	21717000	St Neots, Sandy, Biggleswade, Arlesey, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar and Finsbury Park	N/A

1					2	3
Service Group: EG06 ¹						
Service description: Thameslink Kent Inner Suburban						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Sevenoaks	Farringdon	Swanley and Catford		24656000/ 24656005	Bat & Ball, Otford, Shoreham (Kent), Eynsford, Swanley, St Mary Cray, Bickley, Bromley South, Shortlands, Ravensbourne, Beckenham Hill, Bellingham, Catford, Crofton Park, Nunhead, Peckham Rye, Denmark Hill, Elephant & Castle, Blackfriars and City Thameslink	N/A
Orpington	Farringdon	Catford		24656000/ 24656005	Petts Wood, Bickley, Bromley South, Shortlands, Ravensbourne, Beckenham Hill, Bellingham, Catford, Crofton Park, Nunhead, Peckham Rye, Denmark Hill, Elephant & Castle, Blackfriars and City Thameslink	N/A
Orpington	Farringdon	Herne Hill		24652000/ 24652005	Petts Wood, Bickley, Bromley South, Shortlands, Beckenham Junction, Kent House, Penge East, Sydenham Hill, West Dulwich, Herne Hill, Elephant & Castle, Blackfriars and City Thameslink	Loughborough Junction

¹ The rights held within this table shall be effective from 0200 hours on the 21 December 2014

1					2	3
Service Group: EG06¹						
Service description: Thameslink Kent Inner Suburban						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Blackfriars	Sevenoaks	Catford and Swanley		24656000/ 24656005	Elephant & Castle, Denmark Hill, Peckham Rye, Nunhead, Crofton Park, Catford, Bellingham, Beckenham Hill, Ravensbourne, Shortlands, Bromley South, Bickley, St Mary Cray, Swanley, Eynsford, Shoreham (Kent), Otford and Bat & Ball	N/A
Blackfriars	Orpington	Catford		24656000/ 24656005	Elephant & Castle, Denmark Hill, Peckham Rye, Nunhead, Crofton Park, Catford, Bellingham, Beckenham Hill, Ravensbourne, Shortlands, Bromley South, Bickley and Petts Wood	N/A
Blackfriars	Beckenham Junction	Herne Hill		24656000/ 24656005	Elephant & Castle, Herne Hill, West Dulwich, Sydenham Hill, Penge East, Kent House	N/A

¹ The rights held within this table shall be effective from 0200 hours on the 21 December 2014

Regular Calling Pattern

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”).

Reduced calls

4.2 Subject to paragraph 4.3, if the Train Operator’s Access Proposal or Rolled Over Access Proposal in respect of any Passenger Train Slot contains a Calling Pattern which excludes any one or more of the stations (the “Excluded Stations”) listed in:

- (a) the relevant Service’s Regular Calling Pattern; or
- (b) any relevant Calling Pattern in Tables 6.1, 6.2 or 6.3 of this Schedule 5,

then the Train Operator has Firm Rights to the Calling Pattern specified in the Access Proposal or Rolled Over Access Proposal.

4.3 If the Train Operator makes a Access Proposal or Rolled Over Access Proposal of the kind specified in paragraph 4.2, Network Rail may insert, in respect of that Passenger Train Slot, an amount of Pathing Time up to an aggregate of:

- (a) the total of the station dwell times for the Excluded Stations; and
- (b) the time which the Specified Equipment would have required to decelerate into and accelerate out of each of the Excluded Stations.

4.4 Where:

- (a) a Passenger Train Slot excludes stations in the Regular Calling Pattern or in any Calling Pattern referred to in paragraph 4.2(b); and
- (b) Pathing Time may be inserted in accordance with paragraph 4.3,

the Regular Calling Pattern shall be deemed to have been maintained for the purposes of paragraphs 3.3 and 3.6 and the Calling Pattern shall be deemed to have been maintained for the purposes of paragraphs 6.3(a), 6.6(b) and 6.8(a).

Additional calls

4.5 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

Table 5.1: Specified Equipment ^{56th}

1					2	3
Service Group: ET01						
Service description: Bedford Mainline						
Between	And	Via	Description	TSC	Standard Specified Equipment ¹	Additional Specified Equipment ¹
Bedford	Farringdon / Blackfriars / Moorgate			22710000 / 22710001 / 22710002	Class 319	Class 317, Class 377, Class 387

Notes to Table:

- ¹ Any Standard Specified Equipment or Additional Specified Equipment included in this Table 5.1 may not be used until and unless the necessary route clearance has been obtained.

1					2	3
Service Group: ET02						
Service description: Brighton Mainline						
Between	And	Via	Description	TSC	Standard Specified Equipment¹	Additional Specified Equipment¹
Farringdon / Blackfriars	Brighton			22711000	Class 319	Class 377, Class 387

Notes to Table:

¹ Any Standard Specified Equipment or Additional Specified Equipment included in this Table 5.1 may not be used until and unless the necessary route clearance has been obtained.

1					2	3
Service Group: ET03						
Service description: South London						
Between	And	Via	Description	TSC	Standard Specified Equipment¹	Additional Specified Equipment¹
Farringdon	Sutton / Wimbledon			22712000	Class 319	Class 387

Notes to Table:

¹ Any Standard Specified Equipment or Additional Specified Equipment included in this Table 5.1 may not be used until and unless the necessary route clearance has been obtained.

1					2	3
Service Group: ET04						
Service description: Inners						
Between	And	Via	Description	TSC	Standard Specified Equipment ¹	Additional Specified Equipment ¹
Letchworth Garden City	Moorgate GN	Hertford North	All Stations, Stopping, Semi-Fast, Fast	21714000	Class 313	N/A
Letchworth Garden City	King's Cross	Hertford North	All Stations	21714000	Class 313	Class 317, Class 365, Class 321
Welwyn Garden City	Moorgate GN	N/A	All Stations, Stopping, Semi-Fast, Fast	21713000	Class 313	N/A
Letchworth Garden City	King's Cross	Welwyn Garden City	All Stations, Stopping, Semi-Fast, Fast	21713000	Class 313	Class 317, Class 365, Class 321

Notes to Table:

¹ Any Standard Specified Equipment or Additional Specified Equipment included in this Table 5.1 may not be used until and unless the necessary route clearance has been obtained.

1					2	3
Service Group: ET05						
Service description: Outers						
Between	And	Via	Description	TSC	Standard Specified Equipment ¹	Additional Specified Equipment ¹
Cambridge	King's Cross	Welwyn Garden City	Semi-Fast, Fast	21716000	Class 365	Class 317, Class 321
Cambridge	King's Cross	Welwyn Garden City	Stopping	21716000	Class 317	Class 365, Class 321
Cambridge	King's Cross	Hertford North	Stopping	21716000	Class 317	Class 365, Class 321
King's Lynn	King's Cross	Welwyn Garden City	Stopping, Semi-Fast, Fast	21715000	Class 365	Class 317, Class 321
Letchworth Garden City	King's Cross	Hertford North	Stopping	21714000	Class 317	Class 365, Class 321
Royston	King's Cross	Welwyn Garden City	Stopping, Semi-Fast	21716000	Class 317	Class 365, Class 321
Peterborough	King's Cross	Welwyn Garden City	Stopping, Semi-Fast, Fast	21717000	Class 317	Class 365, Class 321

Notes to Table:

¹ Any Standard Specified Equipment or Additional Specified Equipment included in this Table 5.1 may not be used until and unless the necessary route clearance has been obtained.

1					2	3
Service Group: EG06^{26th}						
Service description: Kentish Town						
Between	And	Via	Description	TSC	Standard Specified Equipment¹	Additional Specified Equipment¹
Farringdon / Blackfriars	Kentish Town			22709000	Class 319	Class 377, Class 387

Notes to Table:

¹ Any Standard Specified Equipment or Additional Specified Equipment included in this Table 5.1 may not be used until and unless the necessary route clearance has been obtained.

Standard equipment

- 5.1 In respect of each Service specified in column 1 of Table 5.1, the Train Operator has Firm Rights to Passenger Train Slots matching the performance characteristics of the Specified Equipment set out opposite that Service in column 2 of that Table (“Standard Specified Equipment”).

Additional equipment

- 5.2 In respect of each Service set out in column 1 of Table 5.1, the Train Operator has Contingent Rights to Passenger Train Slots matching the performance characteristics of the additional Specified Equipment set out opposite that Service in column 3 of that Table (“Additional Specified Equipment”).
- 5.3 Where the Train Operator’s Access Proposal or Rolled Over Access Proposal includes Additional Specified Equipment which is capable of at least equivalent performance to the Standard Specified Equipment for the relevant Service, it shall be deemed to be using the Standard Specified Equipment for the purposes of paragraphs 3.3, 3.6, 6.3(b), 6.6(b) and 6.8(b)

Train length

- 5.4 In using the Standard Specified Equipment or Additional Specified Equipment, and subject to any limit specified in Table 5.1, 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.
- 5.5 Nothing in paragraph 5.4 precludes the operation of trains in excess of platform lengths where specific arrangements which have been approved by the Health and Safety Executive are in place to accommodate such longer trains.

6 Journey Times

Table 6.1: Maximum Journey Times ^{46th}

1					2	3	4
Service Group: EG01							
Service description: Bedford Mainline							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (in minutes)
St. Pancras International	Bedford		Fast	22710000 22710001 22710002	St Albans, Harpenden, Luton and Flitwick	Class 377	Monday to Friday: 51 Saturday & Sunday: N/A
St. Pancras International	Bedford		Semi-fast	22710000 22710001 22710002	St Albans, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington and Flitwick	Class 377 or 319	Monday to Saturday: 61 (with up to six journeys up to 64) Sunday: N/A
St. Pancras International	Bedford		Semi-fast	22710000 22710001 22710002	West Hampstead, St Albans, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington and Flitwick	Class 377 or 319	Monday to Saturday: 66 Sunday: 66
St Pancras International	Bedford		All stations	22710000 22710001 22710002	All stations	Class 377 or 319	Monday to Saturday: 76 Sunday: 76

1					2	3	4
Service Group: EG01							
Service description: Bedford Mainline							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (in minutes)
Bedford	St. Pancras International		Fast	22710000 22710001 22710002	Flitwick, Luton, Harpenden and St Albans	Class 377 or 319	Monday to Friday: 50 (with one journey up to 53) Saturday & Sunday: N/A
Bedford	St. Pancras International		Fast	22710000 22710001 22710002	Leagrave, Luton, Harpenden and St Albans	Class 377 or 319	Monday to Friday: 52 Saturday & Sunday: N/A
Bedford	St. Pancras International		Semi-fast	22710000 22710001 22710002	Flitwick, Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden and St Albans	Class 377 or 319	Monday to Saturday: 59 (with up to six journeys up to 61) Sunday: N/A
Bedford	St. Pancras International		Semi-fast	22710000 22710001 22710002	Flitwick, Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden, St Albans and West Hampstead	Class 377 or 319	Monday to Saturday: 62 (with up to two journeys up to 64) Sunday: 62 (with up to two journeys up to 64)
Bedford	St Pancras International		All stations	22710000 22710001 22710002	All stations	Class 377 or 319	Monday to Saturday: 72 Sunday: 71 (with up to four journeys up to 74)

1					2	3	4
Service Group: EG01							
Service description: Bedford Mainline (continued)							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (in minutes)
St. Pancras International	Luton		All stations	22710000 22710001 22710002	Kentish Town, West Hampstead, Cricklewood, Hendon, Mill Hill Broadway, Elstree, Radlett, St Albans, Harpenden and Luton Airport Parkway.	Class 377 or 319	Monday to Saturday: 51 Sunday: 51
Luton	St. Pancras International		All stations	22710000 22710001	Luton Airport Parkway, Harpenden, St Albans, Radlett, Elstree, Mill Hill Broadway, Hendon, Cricklewood, West Hampstead and Kentish Town.	Class 377 or 319	Monday to Saturday: 53 Sunday: 53
St. Pancras International	St Albans City		All stations	22710000 22710001 22710002	Kentish Town, West Hampstead, Cricklewood, Hendon, Mill Hill Broadway, Elstree and Radlett	Class 377 or 319	Monday to Saturday: 37 Sunday: N/A
St Albans City	St. Pancras International		All stations	22710000 22710001	Radlett, Elstree, Mill Hill Broadway, Hendon, Cricklewood, West Hampstead and Kentish Town.	Class 377 or 319	Monday to Saturday: 34 (with up to four journeys up to 36) Sunday: N/A

1					2	3	4
Service Group: EG02							
Service description: Brighton Mainline							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (in minutes)
St. Pancras International	Brighton	Via London Bridge	Fast	22710000 22711000	Farringdon, City Thameslink, Blackfriars, London Bridge, East Croydon, Gatwick Airport, Three Bridges, Haywards Heath and Brighton.	Class 377 or 319	Monday to Friday: 76 (with one journey up to 81) Saturday: 76 Sunday: N/A
St. Pancras International	Brighton		Fast	22710000 22711000	Farringdon, City Thameslink, Blackfriars, London Bridge, East Croydon, Gatwick Airport, Three Bridges, Haywards Heath, Burgess Hill, Hassocks and Brighton.	Class 377 or 319	Monday to Saturday: N/A Sunday: 81
St Pancras International	Brighton		Semi-fast	22710000 22711000	Farringdon, City Thameslink, Blackfriars, London Bridge, East Croydon, Gatwick Airport then all stations	Class 377 or 319	Monday to Friday: 85 (with up to nine journeys up to 92) Saturday: 85 Sunday: N/A

1					2	3	4
Service Group: EG02							
Service description: Brighton Mainline							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (in minutes)
Brighton	St. Pancras International	Via London Bridge	Fast	22710000 22711000	Haywards Heath, Three Bridges, Gatwick Airport, East Croydon, London Bridge, Blackfriars, City Thameslink and Farringdon.	Class 377 or 319	Monday to Friday: 74 (with one journey up to 81) Saturday: 74 Sunday: N/A
Brighton	St. Pancras International		Fast	22710000 22711000	Hassocks, Burgess Hill, Haywards Heath, Three Bridges, Gatwick Airport, East Croydon, London Bridge, Blackfriars Blackfriars, City Thameslink and Farringdon.	Class 377 or 319	Monday to Saturday: N/A Sunday: 78
Brighton	St Pancras International		Semi-fast	22710000 22711000	All stations to Gatwick Airport, East Croydon, London Bridge, Blackfriars Blackfriars, City Thameslink and Farringdon.	Class 377 or 319	Monday to Friday: 87 (with up to eight journeys up to 92) Saturday: 87 Sunday: N/A

1				2	3	4	
Service Group: EG03							
Service description: South London							
From	To	Via		TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Sutton	St. Pancras International	Wimbledon, Haydons Road and Tulse Hill		22710001 22712000	West Sutton, Sutton Common, St. Helier, Morden South, South Merton, Wimbledon Chase, Wimbledon, Haydons Road, Tooting, Streatham, Tulse Hill, Herne Hill, Loughborough Junction. Elephant & Castle, Blackfriars, City Thameslink and Farringdon.	Class 319	Monday to Friday: 63 (with up to three journeys up to 66) Saturday: 63 Sunday: 61
Sutton	St. Pancras International	Mitcham Junction and Tulse Hill		22710001 22712000	Carshalton, Hackbridge, Mitcham Junction, Mitcham Eastfields, Streatham, Tulse Hill, Herne Hill, Loughborough Junction, Elephant & Castle, Blackfriars, City Thameslink and Farringdon.	Class 319	Monday to Saturday: 48 (with one journey up to 49) Sunday: N/A
Sutton	Blackfriars	Mitcham Junction and Tulse Hill		22712000	Carshalton, Hackbridge, Mitcham Junction, Mitcham Eastfields, Streatham, Tulse Hill, Herne Hill, Loughborough Junction, Elephant & Castle and Blackfriars	Class 319	Monday to Saturday: N/A Sunday: 35

1					2	3	4
Service Group: EG03							
Service description: South London (continued)							
From	To	Via	Des	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
St. Pancras International	Sutton	Tulse Hill, Haydons Road and Wimbledon		22710001 22712000	Farringdon, City Thameslink, Blackfriars, Elephant & Castle, Loughborough Junction, Herne Hill, Tulse Hill, Streatham, Tooting, Haydons Road, Wimbledon, Wimbledon Chase, South Merton, Morden South, St. Helier, Sutton Common and West Sutton.	Class 319	Monday to Friday: 63 (with up to seven journeys up to 69) Saturday: 63 Sunday: 61
St Pancras International	Sutton	Tulse Hill and Mitcham Junction		22710001 22712000	Farringdon, City Thameslink, Blackfriars, Elephant & Castle, Loughborough Junction, Herne Hill, Tulse Hill, Streatham, Mitcham Eastfields, Mitcham Junction, Hackbridge and Carshalton	Class 319	Monday to Friday: 50 (with up to four journeys up to 52) Saturday: 50 (with one journey up to 54) Sunday: N/A
Blackfriars	Sutton	Tulse Hill and Mitcham Junction		22712000	Elephant & Castle, Loughborough Junction, Herne Hill, Tulse Hill, Streatham, Mitcham Eastfields, Mitcham Junction, Hackbridge and Carshalton	Class 319	Monday to Saturday: N/A Sunday: 39

1					2	3	4
Service Group: EG04							
Service description: Inners							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Hertford North	Moorgate GN	N/A	All Stations Semi-Fast Fast	21714000	All Stations / Semi-Fast / Fast	Class 313	52
Letchworth Garden City	Moorgate GN	Hertford North	All Stations Semi-Fast Fast	21714000	All Stations / Semi-Fast / Fast	Class 313	73
Stevenage	Moorgate GN	Hertford North	All Stations Semi-Fast Fast	21714000	All Stations / Semi-Fast / Fast	Class 313	67
Welwyn Garden City	Moorgate GN	N/A	All Stations Semi-Fast Fast	21713000	All Stations / Semi-Fast / Fast	Class 313	49
Hertford North	King's Cross	N/A	All Stations	21714000	All Stations	Class 313	46
Stevenage	King's Cross	Hertford North	All Stations	21714000	All Stations	Class 313	59

1					2	3	4
Service Group: EG04							
Service description: Inners (continued)							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Welwyn Garden City	King's Cross	N/A	All Stations Semi-Fast Fast	21713000	All Stations / Semi-Fast / Fast	Class 313	45
Moorgate GN	Hertford North	N/A	All Stations Semi-Fast Fast	21714000	All Stations / Semi-Fast / Fast	Class 313	50
Moorgate GN	Letchworth Garden City	Hertford North	All Stations Stopping Semi-Fast Fast	21714000	All Stations / Stopping / Semi-Fast / Fast	Class 313	75 with 3 Services per day up to 82
Moorgate GN	Stevenage	Hertford North	All Stations Stopping Semi-Fast Fast	21714000	All Stations / Stopping / Semi-Fast / Fast	Class 313	65 with 1 Service per day up to 76
Moorgate GN	Welwyn Garden City	N/A	All Stations Semi-Fast	21713000	All Stations / Semi-Fast	Class 313	50

1					2	3	4
Service Group: EG04							
Service description: Inners (continued)							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
King's Cross	Hertford North	N/A	All Stations	21714000	All Stations	Class 313	44
King's Cross	Stevenage	Hertford North	All Stations	21714000	All Stations	Class 313	55 with 2 Services per day up to 62
King's Cross	Welwyn Garden City	N/A	All Stations Semi-Fast	21713000	All Stations / Semi-Fast	Class 313	43 with 2 Services per day up to 48

1					2	3	4
Service Group: EG05							
Service description: Outers							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
King's Lynn	King's Cross	Welwyn Garden City	Fast	21715000	Fast	Class 365	102 with three up to 105 and four up to 109
Cambridge	King's Cross	Welwyn Garden City	Stopping	21716000	Stopping including calling at Hatfield and Potters Bar	Class 317	90 with one Service per day up to 95
Cambridge	King's Cross	Welwyn Garden City	Semi-Fast	21716000	Semi-Fast	Class 317	65 with two Services per day up to 73
Peterborough	King's Cross	Welwyn Garden City	Stopping	21717000	Stopping	Class 317	94 with eight Services per day up to 103
Peterborough	King's Cross	Welwyn Garden City	Semi-Fast	21717000	Semi-Fast	Class 317	80 with four Services per day up to 91
Peterborough	King's Cross	Welwyn Garden City	Fast	21717000	Fast	Class 365	65 with three up to 70 and one up to 72

1					2	3	4
Service Group: EG05							
Service description: Outers (continued)							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
King's Cross	King's Lynn	Welwyn Garden City	Fast	21715000	Fast	Class 365	99 with three up to 100 and three up to 102
King's Cross	Cambridge	Welwyn Garden City	Stopping	21716000	Stopping, including calling at Potters Bar and Hatfield	Class 317	88 with nine Services per day up to 98
King's Cross	Cambridge	Welwyn Garden City	Semi-Fast	21716000	Semi-Fast	Class 317	69 with three up to 72 and two up to 78
King's Cross	Peterborough	Welwyn Garden City	Stopping	21717000	Stopping	Class 317	94 with five Services per day up to 104
King's Cross	Peterborough	Welwyn Garden City	Semi-Fast	21717000	Semi-Fast	Class 317	79 with eight Services per day up to 94

1					2	3	4
Service Group: EG05							
Service description: Outers (continued)							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
King's Cross	Peterborough	Welwyn Garden City	Fast	21717000	Fast	Class 365	64 with two up to 70 and two up to 71

1					2	3	4
Service Group: EG06¹							
Service description: Thameslink Kent Inner Suburban							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (in minutes)
Sevenoaks	Farringdon	Swanley and Catford		24656000/ 24656005	All stations	Class 319	Monday to Friday: 71 (with six journeys up to 74) Saturday & Sunday: N/A
Orpington	Farringdon	Catford		24656000/ 24656005	All stations	Class 319	Monday to Friday: 50 Saturday & Sunday: N/A
Bromley South	Farringdon	Catford		24656000/ 24656005	All stations	Class 319	Monday to Friday: 40 Saturday & Sunday: N/A
Sevenoaks	Blackfriars	Swanley and Catford		24656000/ 24656005	All stations	Class 319	Monday to Friday: 64 Saturday & Sunday: 64
Orpington	Blackfriars	Catford		24656000/ 24656005	All stations	Class 319	Monday to Friday: 47 Saturday: N/A Sunday: 46
Orpington	Farringdon	Herne Hill		24652000/ 24652005	All stations	Class 319	Monday to Friday: 46 (with one journey up to 50 minutes) Saturday & Sunday: N/A

¹ The rights held within this table shall be effective from 0200 hours on the 21 December 2014

1					2	3	4
Service Group: EG06¹							
Service description: Thameslink Kent Inner Suburban							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (in minutes)
Blackfriars	Sevenoaks	Catford and Swanley		24656000/ 24656005	All stations	Class 377 or 319	Monday to Friday: 64 (with three journeys up to 68 and four journeys up to 74) Saturday & Sunday: 62
Blackfriars	Orpington	Catford		24656000/ 24656005	All stations	Class 377 or 319	Monday to Friday: 49 Saturday & Sunday: N/A

¹ The rights held within this table shall be effective from 0200 hours on the 21 December 2014

Journey Times

- 6.1 The Train Operator only has Firm Rights to Maximum Journey Times or Key Journey Times under this paragraph 6 in relation to Passenger Train Slots which are the subject of Firm Rights under paragraph 2.1.

Maximum Journey Time

- 6.2 Subject to paragraphs 6.3 and 6.4, in respect of each Service listed in column 1 of Table 6.1, the Train Operator has Firm Rights to a Journey Time not exceeding the Maximum Journey Time listed in column 4.
- 6.3 The Firm Rights specified in paragraph 6.2 may only be Exercised if the Train Operator's Access Proposal or Rolled Over Access Proposal for each such Service complies with:
- (a) the Calling Pattern; and
 - (b) the Specified Equipment,
- specified in columns 2 and 3 of Table 6.1.
- 6.4 In respect of any such Service, its Maximum Journey Time shall be increased or decreased (as the case may be) by an amount equal to any:
- (a) increase or decrease in the relevant sectional running times applicable as at the Principle Change Date 2005;
 - (b) increase or decrease in the relevant station dwell times applicable as at the Principle Change Date 2005; and
 - (c) increase or decrease in the relevant performance allowances, engineering recovery allowances or any other allowances,
- as such sectional running times, station dwell times or allowances are established and may change in accordance with the Applicable Engineering Access Statement and/or the Applicable Timetable Planning Rules.

Table 6.2: Fastest Key Journey Times

In accordance with 46th Supplemental, approved 27 February 2013, this table has been deleted in its entirety.

Table 6.3: Maximum Key Journey Times ^{46th}

1					2	3	4
Service Group: EG05							
Service description: Outers							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Key Journey Time (minutes)
Cambridge	King's Cross	Welwyn Garden City	Fast	21715000	Non-stop	Class 365	53 ¹
King's Cross	Cambridge	Welwyn Garden City	Fast	21715000	Non-stop	Class 365	48 ²

Notes to Table

¹ **Weekdays:** Passenger Train Slots between 1000 and 1930, **Saturdays:** Passenger Train Slots between 0900 and 1830.

² **Weekdays:** Passenger Train Slots between 0930 and 1600, **Saturdays:** Passenger Train Slots between 0900 and 1930

Maximum Key Journey Time

- 6.7 Subject to paragraph 6.8, in respect of each of the Services specified in column 1 of Table 6.3, the Train Operator has Firm Rights to a Journey Time in the Weekday and Saturday Working Timetables not exceeding the corresponding Maximum Key Journey Time in column 4.
- 6.8 The Firm Rights specified in paragraph 6.7 may only be Exercised if the Train Operator's Access Proposal or Rolled Over Access Proposal for the Services in question complies with:
- (a) the Calling Pattern specified in column 2; and
 - (b) the Specified Equipment specified in column 3.

7 Provisions applicable to Journey Time protection

Restriction on changes to Engineering Access Statement and Timetable Planning Rules:

7.1 In relation to the Applicable Engineering Access Statement and the Applicable Timetable Planning Rules:

- (a) Network Rail shall not propose or agree to any amendments to the Applicable Engineering Access Statement or the Applicable Timetable Planning Rules which would prevent it from Scheduling a Journey Time in the Weekday and Saturday Working Timetables:
 - (i) which is equal to or less than the Fastest Key Journey Time specified for at least one Passenger Train Slot for each of the Key Journeys specified in Table 6.2 in respect of each Weekday; and
 - (ii) which is equal to or less than the relevant Maximum Key Journey Time specified for every Passenger Train Slot consistent with each Key Journey of the type specified in Table 6.3;
- (b) paragraph 7.1(a) shall not apply in relation to any such amendment which is proposed by the Train Operator or effected pursuant to the order of an appeal body under Part D of the Network Code or any other competent tribunal; and
- (c) Network Rail shall not be in breach of paragraph 7.1(a) to the extent that the failure to Schedule any Journey Time in accordance with paragraph 7.1(a)(i) or (ii) is the result of any Network Rail Restriction of Use, Competent Authority Restriction of Use, Operator Restriction of Use, CTRL Possession or Thameslink Possession (as these terms are defined in or for the purposes of Part 3 of Schedule 4).

Network Change

7.2 If:

- (a) in any Timetable Period, 90 per cent or more of train movements which:
 - (i) are Scheduled in that Timetable Period; and
 - (ii) are Services to which in each case a Key Journey Time applies,

exceed the applicable Scheduled Journey Time; and

- (b) the failure of such train movements to achieve those Scheduled Journey Times is attributable to the condition or operation of the Network,

then a Network Change within the meaning of paragraph (iii) of the definition of Network Change shall be treated as having occurred and the provisions of Part G of the Network Code shall apply:

- (i) as if such Network Change had been proposed by Network Rail; and
- (ii) as if the revisions to Key Journey Times agreed under paragraph 7.3, or determined under paragraph 7.4, subject to any modification under paragraph 7.10, constitute the scope of the relevant Network Change,

and compensation shall be payable to the Train Operator accordingly.

Agreement of revised Key Journey Time

7.3 If under paragraph 7.2 a Network Change is treated as having occurred, the parties will try to agree a revised Key Journey Time for each Key Journey affected by such Network Change. Any agreed revisions to Key Journey Time(s) will be incorporated into Table 6.2 and/or Table 6.3, as the case may be.

Referral to ADRR

7.4 If the parties fail to agree such revised Key Journey Time(s) within 3 months of the request of either party for revision of the relevant Key Journey Time(s), either party may refer the matter for resolution in accordance with the ADRR. The parties shall agree in a Procedure Agreement, as defined in the ADRR, that in performing its function the relevant ADRR Forum must have regard to the following criteria:

- (a) Key Journey Times should be as short as is compatible with the development of a safe, reliable and robust timetable; and
- (b) any relevant criteria which may have been published by ORR.

Provisions applicable to Key Journeys and Maximum Journey Times

7.5 A Journey Time Review Notice is a notice given to the parties by ORR:

- (a) requiring them to enter into negotiations in good faith to vary such Journey Times set out in Tables 6.1, 6.2 or 6.3 as are specified in the notice;
- (b) after consultation with the parties, the Secretary of State and such other persons as it considers appropriate; and
- (c) containing its reasons for giving it.

7.6 As soon as reasonably practicable after the service of a Journey Time Review Notice, the parties shall begin and in good faith diligently pursue the negotiations in question.

7.7 If the parties reach agreement on the variations in question, they shall send a copy of them to ORR for its consent, together with a note of the reasons for them and an explanation of how they are consistent with its statutory duties.

7.8 If the parties fail to reach agreement on the variations in question within 45 days of the giving of a Journey Time Review Notice, either party may refer the matter for resolution in accordance with the ADRR. In such a case, the parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR forum shall reach a determination that is fair and reasonable on the basis of the following criteria:

- (i) Journey Times should be as short as is compatible with the development of a safe, reliable and robust timetable;
- (ii) any relevant criteria which may have been published by ORR; and
- (iii) the reasons for the service of the Journey Time Review Notice given by ORR in that notice.

Requirement for Office of Rail Regulation's consent

7.9 Subject to paragraph 7.10, a variation:

- (a) agreed under paragraph 7.3;
- (b) agreed or determined as an outcome of a referral for resolution in accordance with the ADRR under any of the provisions of this paragraph 7;
- (c) agreed under paragraph 7.7;

shall have effect:

- (i) only if ORR has given its consent to it; and
- (ii) from such date as is specified in that consent.

Office of Rail Regulation's Modification Notice

7.10 A Modification Notice is a notice given to the parties by ORR:

- (a) specifying the changes which ORR requires be made to the proposed variations which have been:
 - (i) agreed under paragraph 7.3;
 - (ii) agreed or determined as an outcome of a referral for resolution in accordance with the ADRR under any of the provisions of this paragraph 7; or
 - (iii) specified in an agreement of the kind referred to in paragraph 7.7;
- (b) after consultation with the parties, the Secretary of State and such other persons as it considers appropriate; and
- (c) containing its reasons for giving it.

7.11 If a Modification Notice is given, this contract will have effect with the variations referred to in paragraph 7.10(a) as modified in accordance with the terms of the notice.

Office of Rail Regulation's notice for substitution of date/period

7.12 ORR shall be entitled, by notice to the parties and the Secretary of State, to substitute for any date or period specified in paragraph 7.8, a date which is not more than 180 days later, or a period which is not more than 180 days longer, than that so specified.

Requirements for notice under paragraph 7.12

7.13 No notice under paragraph 7.12 may be given unless:

- (a) ORR has consulted the parties and the Secretary of State;
- (b) ORR has taken into account any representations or objections which have been made to it within such period as it has specified for the purpose; and
- (c) where the notice is given after the date or the expiry of the period to which it relates, it is given no later than 30 days after such date or expiry.

8 Other rights

Table 8.1: Platform Rights – NOT USED

Platform rights

- 8.1 Not used.
- 8.2 Not used.

Table 8.2: Connections – NOT USED

Connections

- 8.3 Not used.
- 8.4 Not used.

Table 8.3: Departure time ranges – NOT USED

Departure time ranges

8.5 Not used.

Table 8.4: Stabling facilities 41st e

1	2	3
Stabling facility	Time available	Specified Equipment
Cricklewood Sidings	08:30 to 18:30 Monday to Friday	Class 319 or 377 (12 x 4 car units)
Cricklewood Sidings	18:30 to 08:30 Monday to Friday	Class 319 or 377 (16 x 4 car units)
Cricklewood Sidings	18:30 Friday to 08:30 Monday	Class 319 or 377 (16 x 4 car units)
Blackfriars Platform 3 and 4	2300 to 0600 Tuesday to Saturday 2300 to 0930 Saturday night/Sunday 2200 to 0600 Sunday night/Monday	Class 319 or 377 (3 x 4 car units)
Brighton Station (excluding platforms 1, 2 and 3)	2345 to 0615 (0800 Sunday) but anytime on 25 or 26 December	Class 319 or 377 (up to 6 x 4 car units)
Peterborough Nene Sidings	18:00 to 08:00 Monday to Friday	Class 317, 321 or 365 (up to a maximum of 76 vehicles)
Peterborough Nene Sidings	08:00 to 18:00 Sunday	Class 317, 321 or 365 (up to a maximum of 40 vehicles)

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 – NOT USED

Turnaround times

8.7 Not used.

Table 8.6: Quantum of Additional Calls – NOT USED

Quantum of additional calls

8.8 Not used.

9 Conflicting ECML Access Rights

Application of paragraph

9.1 This paragraph 9 shall apply in respect of the Relevant Capacity Period in relation to the following Service Groups described in this Schedule 5:

Service Group EG04
Service Group EG05

Notice to be given by Network Rail

9.2 If, prior to the Principal Change Date 2007, there are reasonable grounds for believing that it is necessary to make a modification to this contract to avoid Network Rail necessarily being in breach of any Grand Central Track Access Contract, Network Rail shall give notice to that effect to the Train Operator and ORR.

Contents of notice

9.3 A notice given under paragraph 9.2 shall contain:

- (a) a statement of the circumstances which give rise to it;
- (b) a statement of the likely extent, commencement and duration of these circumstances;
- (c) the Proposed Modifications; and
- (d) the reasons for the Proposed Modifications.

Timing of notice

9.4 A notice under paragraph 9.2 shall be given by Network Rail as soon as reasonably practicable after Network Rail has, or should with the exercise of reasonable diligence have, formed the belief referred to in paragraph 9.2 and is reasonably able to make an informed assessment of the extent of any necessary modifications to this contract.

Modification Criteria

9.5 The Proposed Modifications:

- (a) may only include modifications to this contract to the extent that they are necessary to avoid Network Rail necessarily being in breach of any Grand Central Track Access Contract; and
- (b) shall, having due regard to the Decision Criteria, provide the Train Operator with the best available alternative rights, being alternative rights which have the least detrimental effect on the Train Operator.

Train Operator's response to Proposed Modifications

9.6 No later than 10 Working Days following receipt by the Train Operator of any notice given under paragraph 9.2, the Train Operator shall, to the extent that it does not agree with the Proposed Modifications, make written representations to Network Rail setting out the

amendments which it proposes in respect of the Proposed Modifications, together with the reasons for its proposed amendments.

Network Rail's response

- 9.7 No later than 5 Working Days following receipt of the Train Operator's representations pursuant to paragraph 9.6, Network Rail shall:
- (a) to the extent that it accepts any of the amendments proposed by the Train Operator to the Proposed Modifications, amend the Proposed Modifications; and
 - (b) submit to the Train Operator the Proposed Modifications (as amended pursuant to paragraph 9.7(a)) together with a statement of the reasons why any amendments proposed by the Train Operator to the Proposed Modifications have not been accepted.

No representations made

- 9.8 If the Train Operator does not make any representations pursuant to paragraph 9.6, Network Rail shall submit to ORR the Proposed Modifications and Network Rail shall request ORR (with a copy by written notice to the parties) to:
- (a) consent to the Proposed Modifications; or
 - (b) refuse to consent to the Proposed Modifications, setting out guidance to the parties on the changes required in order that ORR would be minded to give its consent.

The Train Operator's counter response

- 9.9 No later than 5 Working Days following receipt by the Train Operator from Network Rail of the Proposed Modifications (as amended pursuant to paragraph 9.7(a)), the Train Operator shall, to the extent that it does not agree with the Proposed Modifications (as amended by Network Rail pursuant to paragraph 9.7(a)), make written representations to Network Rail setting out the amendments which it proposes in respect of those Proposed Modifications, together with its reasons for its proposed amendments.

Submission to the Office of Rail Regulation

- 9.10 No later than 5 Working Days following receipt by Network Rail of the Train Operator's representations pursuant to paragraph 9.9 or (if the Train Operator does not make any representations) no later than 10 Working Days following receipt by the Train Operator from Network Rail of the Proposed Modifications (as amended pursuant to paragraph 9.7(a)), Network Rail shall submit to ORR the Proposed Modifications (as amended pursuant to paragraph 9.7(a)) and the written representations (if any) made by the Train Operator pursuant to paragraph 9.9 and Network Rail shall request ORR (by written notice to the parties) to:
- (a) consent to the Proposed Modifications (as amended pursuant to paragraph 9.7 (a)); or
 - (b) refuse to consent to the Proposed Modifications(as amended pursuant to paragraph 9.7(a)), setting out guidance to the parties on the changes required in order that ORR would be minded to give its consent.

Consequences of Office of Rail Regulation's refusal

- 9.11 If ORR refuses to consent to any Proposed Modifications submitted to it pursuant to paragraph 9.8 or 9.10, then within 7 Working Days of such refusal Network Rail may, following further consultation with the Train Operator, submit to ORR revised Proposed Modifications which give effect to ORR's guidance issued under paragraph 9.8(b) or 9.10(b) and request ORR (with a copy by written notice to the parties) to:
- (a) consent to the revised Proposed Modifications; or

- (b) refuse to consent to the revised Proposed Modifications, setting out guidance to the parties on the changes required in order that ORR would be minded to give its consent.

Refusal to consent to revised Proposed Modifications

- 9.12 If ORR refuses to consent to any revised Proposed Modifications submitted to it pursuant to paragraph 9.11 or this paragraph 9.12, then within 7 Working Days of such refusal Network Rail may, following further consultation with the Train Operator, submit to ORR revised Proposed Modifications which give effect to any guidance previously given by ORR in that regard and request ORR (by written notice to the parties) either to:
- (a) consent to the revised Proposed Modifications; or
 - (b) refuse to consent to the revised Proposed Modifications, setting out guidance to the parties on the changes required in order that ORR would be minded to give its consent.

Office of Rail Regulation's consent

- 9.13 If ORR consents to any Proposed Modifications, the modifications comprised in such Proposed Modifications will have effect and the terms of this contract shall be modified accordingly.

Subsequent adjustment

- 9.14 If at any time there are reasonable grounds for believing that any modifications to this contract to which ORR has consented pursuant to paragraphs 9.8, 9.10, 9.11 or 9.12 are not necessary to avoid Network Rail necessarily being in breach of any Grand Central Track Access Contract, Network Rail shall give notice to that effect to the Train Operator and ORR and the provisions of paragraphs 9.3 to 9.13 shall apply in respect of that notice.

No compensation payable in respect of modifications to this contract

- 9.15 The Train Operator shall have no claim against Network Rail for compensation in relation to any loss or damage suffered by the Train Operator under this contract as a result of modifications made to this contract pursuant to this paragraph 9.

Calculation of other compensation

- 9.16 For the purposes of calculating any compensation under paragraph 3.2(a) of Part 3 of Schedule 4 which may be payable during the Relevant Capacity Period by Network Rail to the Train Operator in relation to the Passenger Train Slots applicable to the Service Groups listed in paragraph 9.1, the Corresponding Day for the purposes of paragraphs (a) and (b) of the definition in paragraph 1.1 of Part 3 of Schedule 4 shall mean such day which falls within the Relevant Capacity Period as may be agreed between the parties. Paragraph 6.2 of Part 3 of Schedule 4 shall apply if the parties fail to agree such day.

Definitions

- 9.17 In this paragraph 9, unless the context otherwise requires, the following terms shall have the following meanings:

“Grand Central Track Access Contract” means any track access contract which ORR directs Network Rail to enter into pursuant to the application by Grand Central Railway Company Limited under Section 17 of the Act dated 24 February 2005;

“Proposed Modifications” means any proposals to modify this contract made by Network Rail pursuant to this paragraph 9;

“Relevant Capacity Period” means the period beginning at 0001 hours on the Principal Change Date 2006 and ending on the Expiry Date.”

SCHEDULE 6: EVENTS OF DEFAULT, SUSPENSION AND TERMINATION

Events of Default

1.1 Train Operator Events of Default

The following are Train Operator Events of Default:

- (a) the Train Operator ceases to be authorised to be the operator of trains for the provision of the Services by a licence granted under section 8 of the Act unless it is exempt from the requirement to be so authorised under section 7 of the Act;
- (b) an Insolvency Event occurs in relation to the Train Operator or the Franchisee;
- (c)
 - (i) any breach by the Train Operator of this contract, its Safety Obligations or any of the Collateral Agreements; or
 - (ii) any event or circumstance which is reasonably likely to result in any such breach,

which, by itself or taken together with any other such breach, event or circumstance, Network Rail reasonably considers constitutes a threat to the safe operation of any part of the Network;

- (d) any Track Charges or other amount due by the Train Operator to Network Rail under this contract remain unpaid for more than 7 days after their due date;
- (e) any breach of this contract or any material breach of any of the Collateral Agreements by the Train Operator which, by itself or taken together with any other such breach, results, or is likely to result, in material financial loss to Network Rail;
- (f) any breach of this contract or any material breach of any of the Collateral Agreements by the Train Operator which, by itself or taken together with any other such breach, results, or is likely to result, in material disruption to train operations of other train operators; and
- (g) the Franchise Agreement is terminated.

1.2 Notification

The Train Operator shall notify Network Rail promptly on becoming aware of the occurrence of a Train Operator Event of Default.

1.3 Network Rail Events of Default

The following are Network Rail Events of Default:

- (a) Network Rail ceases to be authorised to be the operator of that part of the Network comprising the Routes by a licence granted under section 8 of the Act unless exempt from the requirement to be so authorised under section 7 of the Act;
- (b) an Insolvency Event occurs in relation to Network Rail;

- (c) (i) any breach by Network Rail of this contract, its Safety Obligations or any of the Collateral Agreements; or
- (ii) any event or circumstance which is reasonably likely to result in any such breach,

which, by itself or taken together with any other such breach, event or circumstance the Train Operator reasonably considers constitutes a threat to the safe operation of the Services or any Ancillary Movements; and

- (d) any breach of this contract or any material breach of any of the Collateral Agreements by Network Rail which, by itself or taken together with any other such breach, results, or is likely to result, in material financial loss to the Train Operator.

1.4 Notification

Network Rail shall notify the Train Operator promptly on becoming aware of the occurrence of a Network Rail Event of Default.

2 Suspension

2.1 Right to suspend

2.1.1 Network Rail may serve a Suspension Notice where a Train Operator Event of Default has occurred and is continuing.

2.1.2 The Train Operator may serve a Suspension Notice where a Network Rail Event of Default has occurred and is continuing.

2.2 Contents of Suspension Notice

A Suspension Notice shall specify:

- (a) the nature of the relevant Event of Default;
- (b) the date and time at which suspension is to take effect;
- (c) in the case of a Suspension Notice served on the Train Operator, reasonable restrictions imposed while the Suspension Notice is in force on the permission to use the Routes or any parts of them or any other part of the Network;
- (d) in the case of a Suspension Notice served on Network Rail, details of any necessary suspension of the Services; and
- (e) whether the party serving the Suspension Notice reasonably considers that the Event of Default is capable of remedy, and where the Event of Default is capable of remedy:
 - (i) the steps reasonably required to remedy the Event of Default; and
 - (ii) a reasonable grace period for the defaulting party to remedy it (where the Event of Default which has occurred is a failure to pay Track Charges or other amount due, 7 days shall be a reasonable grace period).

2.3 *Effect of Suspension Notice served by Network Rail*

Where Network Rail has served a Suspension Notice on the Train Operator:

- (a) the Train Operator shall comply with any reasonable restrictions imposed on it by the Suspension Notice;
- (b) the Suspension Notice shall remain in full force and effect in accordance with its terms until it has been revoked either in whole or in part by notice from Network Rail to the Train Operator under paragraph 2.5.4;
- (c) service of the Suspension Notice shall not affect the Train Operator's continuing obligation to pay the Track Charges; and
- (d) service of the Suspension Notice shall not affect the Train Operator's Firm Rights (as defined in Schedule 5) for the purposes of Part D of the Network Code.

2.4 *Effect of a Suspension Notice served by the Train Operator*

Where the Train Operator has served a Suspension Notice on Network Rail:

- (a) it shall have the effect of suspending the Train Operator's permission to use the Routes to provide the Services to the extent specified in the Suspension Notice;
- (b) in relation to Services suspended by the Suspension Notice, the amount of the Fixed Track Charge (as that term is defined in Schedule 7) shall be abated on a daily basis by an amount equal to the proportion of passenger vehicle miles not run on any day due to the suspension divided by the passenger vehicle miles timetabled for the Corresponding Day to that day (as that term is defined and determined under Part 3 of Schedule 4), as multiplied by the daily amount of the Fixed Track Charge (as so defined);
- (c) the Suspension Notice shall remain in full force and effect in accordance with its terms until it has been revoked either in whole or in part by notice from the Train Operator to Network Rail under paragraph 2.5.4; and
- (d) the service of the Suspension Notice shall not affect the Train Operator's Firm Rights (as defined in Schedule 5) for the purposes of Part D of the Network Code.

2.5 *Suspension to be proportionate to breach*

2.5.1 A Suspension Notice served under paragraph 2.3 in respect of any of the Train Operator Events of Default specified in paragraphs (a) and (c) to (f) (inclusive) of paragraph 1.1 shall, so far as reasonably practicable, apply only to the:

- (a) railway vehicles;
- (b) Services;
- (c) Routes; and
- (d) categories of train movements or railway vehicles,

(or (as the case may be) parts or part of them) to which the relevant Train Operator Event of Default relates.

2.5.2 A Suspension Notice served under paragraph 2.4 in respect of any of the Network Rail Events of Default specified in paragraphs 1.3(a), (c) and (d) shall, so far as reasonably practicable, apply only to the:

- (a) railway vehicles;
- (b) Services;
- (c) Routes; and
- (d) categories of train movements or railway vehicles,

(or (as the case may be) parts or part of them) to which the relevant Network Rail Event of Default relates.

2.5.3 The party served with a Suspension Notice which specifies an Event of Default which is capable of remedy shall:

- (a) with all reasonable diligence, take such steps as are specified in the Suspension Notice to remedy the Event of Default; and
- (b) keep the party serving the Suspension Notice fully informed of the progress which is being made in remedying the Event of Default.

2.5.4 Where a party served with a Suspension Notice has complied with its obligations under paragraph 2.5.3 (whether in whole or in part) and it is reasonable for the suspension effected by the Suspension Notice to be revoked (whether in whole or in part), the party which served the Suspension Notice shall revoke the suspension to that extent. Such revocation shall be effected as soon as practicable after the remedy in question by notice to the other party specifying the extent of the revocation and the date on which it is to have effect.

3 Termination

3.1 Network Rail's right to terminate

Network Rail may serve a Termination Notice on the Train Operator:

- (a) where the Train Operator fails to comply with any material restriction in a Suspension Notice;
- (b) where the Train Operator fails to comply with its obligations under paragraph 2.5.3;
- (c) where the Train Operator Event of Default specified in paragraph 1.1(a) has occurred and is continuing; or
- (d) where the Train Operator Event of Default specified in a Suspension Notice served by Network Rail is not capable of being remedied and three months have elapsed from the service of that Suspension Notice.

3.2 *Train Operator's right to terminate*

The Train Operator may serve a Termination Notice on Network Rail:

- (a) where Network Rail fails to comply with its obligations under paragraph 2.5.3;
- (b) where the Network Rail Event of Default specified in paragraph 1.3(a) has occurred and is continuing; or
- (c) where the Network Rail Event of Default specified in a Suspension Notice served by the Train Operator is not capable of being remedied and three months have elapsed from the service of that Suspension Notice.

3.3 *Contents of Termination Notice*

A Termination Notice shall specify:

- (a) the nature of the relevant Event of Default;
- (b) a date and time, which shall be reasonable in the circumstances, at which termination is to take effect; and
- (c) whether the party serving the Termination Notice reasonably considers that the Event of Default is capable of remedy, and where the relevant Event of Default is capable of remedy:
 - (i) the steps which the party serving the Termination Notice believes are reasonably required to remedy the Event of Default; and
 - (ii) a reasonable grace period within which such steps may be taken (where the Event of Default is a failure of the Train Operator to pay Track Charges or other amounts due, 7 days is a reasonable grace period).

3.4 *Effect of Termination Notice*

Where Network Rail or the Train Operator has served a Termination Notice on the other:

- (a) the service of the Termination Notice shall not affect the parties' continuing obligations under this contract up to the date of termination, which date shall be determined in accordance with paragraph 3.4(c);
- (b) the party which has served the Termination Notice shall withdraw it by notice to the other party, upon being reasonably satisfied that the relevant Event of Default has been remedied; and
- (c) this contract shall terminate on the later of:
 - (i) the date and time specified in the Termination Notice for the contract to terminate (or such later date and time as the party which served the Termination Notice notifies to the other before the date and time so specified); and
 - (ii) the date on which a copy of the Termination Notice is given to ORR.

4 Consequence of termination

4.1 Directions regarding location of Specified Equipment

Immediately before, upon or following termination or expiry of this contract, the Train Operator shall comply or procure compliance with all reasonable directions given by Network Rail concerning the location of the Specified Equipment.

4.2 Failure to comply with directions

If the Train Operator fails to comply with any directions given under paragraph 4.1, Network Rail shall be entitled to remove from the Network or Stable any Specified Equipment left on the Network or to instruct a third party to do so and any reasonable costs incurred by Network Rail in taking such steps shall be paid promptly by the Train Operator.

4.3 Evidence of costs

Network Rail shall provide such evidence of such costs as are referred to in paragraph 4.2 as the Train Operator shall reasonably request.

SCHEDULE 7: TRACK CHARGES AND OTHER PAYMENTS

PART 1: INTERPRETATION

1 Definitions

In Parts 1-7 inclusive, unless the context otherwise requires:

“2008 Final Determinations”	means the document entitled “Periodic Review 2008: Determination of Network Rail’s outputs and funding for 2009-14” published by ORR on 30 October 2008;
“2013 Final Determination”	means the document entitled “Periodic Review 2013: Final determination of Network Rail’s outputs and funding for 2014-19” published by ORR on 31 October 2013;
“access charges review”	has the meaning ascribed to it by Schedule 4A to the Act;
“AC System”	means the alternating current system of electricity traction supply on the Network;
“Aggregate Fixed Charges”	means, in any Relevant Year t , the sum of the values of F_t under paragraph 1 of Part 2 and the corresponding provisions of each other relevant access agreement;
“Basic Value”	has the meaning ascribed to it in paragraph 1.1(a) of Part 3A;
“Capacity Charge”	means a variable charge, calculated in accordance with paragraph 6 of Part 2;
“DC System”	means the direct current system of electricity traction supply on the Network;
“Deed of Grant”	means the Deed of Grant made on or about 20 December 2013 between the Secretary of State and Network Rail;
“Default Charge”	means a variable charge calculated in accordance with paragraph 3.3 of Part 2;

“Default Period”	<p>means the period from the later of:</p> <p>(a) the date on which the New Specified Equipment is first used on the Network by the Train Operator; or</p> <p>(b) 1 April 2014,</p> <p>until the date on which ORR consents to or determines a supplement to the Track Usage Price List under paragraph 9.10 of Part 2 in respect of that New Specified Equipment;</p>
“Default Rate”	<p>means, in respect of any New Specified Equipment used on the Network by the Train Operator, the corresponding passenger default rate for that type of vehicle set out in the section of the Track Usage Price List entitled “Passenger Variable Usage Charge default rates”;</p>
“Default Train Consist Data”	<p>means the data listed in Appendix 7C as amended from time to time in accordance with paragraph 10.4 of Part 2;</p>
“Delivery Plan”	<p>means the document, including its supporting documentation, published by Network Rail on or about 31 March 2014 setting out its delivery plan for the period 1 April 2014 – 31 March 2019;</p>
“Efficiency Benefit Share”	<p>means the amount determined in accordance with paragraph 5.1 of Part 2;</p>
“Electrification Asset Usage Charge”	<p>means a charge for electrification asset usage, calculated in accordance with paragraph 8 of Part 2;</p>
“English & Welsh Grant Compensation Amount”	<p>has the meaning ascribed to it in paragraph 3.2 of Part 3A;</p>
“English & Welsh Grant Dilution”	<p>has the meaning ascribed to it in paragraph 2.1 of Part 3A;</p>
“English & Welsh Grant Dilution Date”	<p>has the meaning ascribed to it in paragraph 2.2 of Part 3A;</p>
“excluded change”	<p>means, in relation to paragraph 2(a) of Part 7, a change to the arrangements established between Network Rail and any other person in respect of the payment of any amount under sections 6 or 8 of the Railways Act 2005;</p>
“Fixed Track Charge”	<p>means a fixed annual charge, calculated in accordance with paragraph 1 of Part 2;</p>

“Fixed Track Charge Indexation”	has the meaning ascribed to it in paragraph 2 of Part 2;
“Geographic Area g”	means, for the purposes of performing the calculations set out in paragraph 4 of Part 2 and paragraph 18 of the Traction Electricity Rules, the relevant geographic section of the Network, as set out in Appendix 5 of the Traction Electricity Rules;
“Grant Amount”	has the meaning ascribed to it in paragraph 1.2 of Part 3A;
“Gross Tonne Mile”	in relation to a train, means a mile travelled on the Network, multiplied by each tonne of the aggregate weight of the train in question;
“Initial Indexation Factor”	is derived from the following formula: $IIF = \left(1 + \frac{(RPI_{2013} - RPI_{2012})}{RPI_{2012}} \right)^2$ <p>where:</p> <p>IIF means the Initial Indexation Factor;</p> <p>RPI₂₀₁₂ means the RPI published or determined with respect to the month of November 2012; and</p> <p>RPI₂₀₁₃ means the RPI published or determined with respect to the month of November 2013;</p>
“kgtm”	means 1000 Gross Tonne Miles;
“kWh”	means kilowatt hours;
“List of Capacity Charge Rates”	means the document entitled “List of Capacity Charge Rates” published by Network Rail on or about 20 December 2013 which, for the purposes of this contract, shall be deemed to incorporate any supplements to that document consented to or determined pursuant to paragraph 9.10 of Part 2 of Schedule 7 to this contract;

“Material Alliance Agreement”	means a legally binding agreement between: <ul style="list-style-type: none"> (a) Network Rail and the Train Operator; or (b) Network Rail, the Train Operator and one or more other train operators; or (c) Network Rail and one or more other train operators, establishing an alliance under which the parties to such legally binding agreement agree to share risk or reward or both on a REBS Route or part thereof on which the Train Operator operates Services and which is likely to have a material direct financial impact on one or more elements of Network Rail’s costs or income included within the Route Baseline;
“Metered Train m”	means, as the context requires, either: <ul style="list-style-type: none"> (a) a train of a particular type; or (b) a specific train having a train ID, <p>in either case as specified in Appendix 7D of this Schedule 7 or Appendix 2 or Appendix 4 of the Traction Electricity Rules;</p>
“Network Rail Distribution System Loss Factor”	means the relevant factor that represents the electrical losses between the On-Train Meter and Network Rail’s meter through which it purchases traction electricity for the AC System or the DC System in Geographic Area g, as set out in Appendix 3 of the Traction Electricity Rules;
“Network Rail Rebate”	has the meaning ascribed to it in paragraph 7.1 of Part 2;
“New Specified Equipment”	means a type of railway vehicle not included in the section of the Track Usage Price List entitled “Passenger Variable Usage Charge rates”;
“On-Train Meter” and “On-Train Metering”	have the meanings ascribed to them in paragraph 1.2 of the Traction Electricity Rules;
“Outperformance Cap”	means the maximum possible amount in pounds sterling that can be attributed to a REBS Outperformance as published by Network Rail in its Delivery Plan;
“Outperformance Sum”	means the lower of: <ul style="list-style-type: none"> (a) the Outperformance Cap as indexed in accordance with paragraph 1.11 of Part 3; and (b) 25% of the amount in pounds sterling which ORR, in its annual efficiency and finance assessment of Network Rail, determines in respect of the REBS Outperformance;

“Payment Date”	has the meaning ascribed to it in paragraph 1.1(b) of Part 3A;
“Period”	has the meaning ascribed to it in Schedule 8;
“Power Factor Correction”	means the relevant power factor correction as set out in Appendix 2 of the Traction Electricity Rules;
“Rebatable Amount”	has the meaning ascribed to it in paragraph 7.2 of Part 2;
“REBS Outperformance”	means the situation where ORR’s annual efficiency and finance assessment of Network Rail in respect of the REBS Route in Relevant Year t has identified, in accordance with the methodology and principles set out in Chapter 19 of the 2013 Final Determination, that Network Rail’s performance has exceeded the performance set in the Route Baseline as indexed in accordance with paragraph 1.10 of Part 3;
“REBS Route”	means a route specified in the table in Appendix 7A for the purposes of the Route-Level Efficiency Benefit Share Mechanism;
“REBS Underperformance”	means the situation where ORR’s annual efficiency and finance assessment of Network Rail in respect of the REBS Route in Relevant Year t has identified, in accordance with the methodology and principles set out in Chapter 19 of the 2013 Final Determination, that Network Rail’s performance has not achieved the performance set in the Route Baseline as indexed in accordance with paragraph 1.10 of Part 3;
“relevant access agreement”	means an access agreement under which any of the following persons obtains permission from Network Rail to use the Network: <ul style="list-style-type: none"> (a) a franchise operator; or (b) a concession operator within the meaning of the Merseyrail Electrics Network Order 2003; or (c) a TfL concessionaire within the meaning of the Railways (North and West London Lines) Exemption Order 2007; or (d) any other person who benefits from a franchise exemption (within the meaning of section 24(13) of the Act) in relation to services for the carriage of passengers by railway; or (e) a relevant franchising authority (as defined in section 30(3B) of the Act) or a person providing services for the carriage of passengers by railway on behalf of a relevant franchising authority under section 30 of the Act;

“Relevant Year”	means a year commencing at 0000 hours on 1 April and ending at 2359 hours on the following 31 March; “Relevant Year t” means the Relevant Year for the purposes of which any calculation falls to be made; “Relevant Year t-1” means the Relevant Year preceding Relevant Year t; and similar expressions shall be construed accordingly;
“Route Baseline”	means the baseline value in respect of a REBS Route in Relevant Year t that is published by Network Rail in its Delivery Plan;
“Route-Level Efficiency Benefit Share”	has the meaning ascribed to it in paragraph 1.1 of Part 3;
“Route-Level Efficiency Benefit Share Mechanism”	means the provisions for the calculation and payment of the Route-Level Efficiency Benefit Share in respect of one or more REBS Routes as described in paragraph 1 of Part 3;
“route type k”	means route type k as identified by type of electrification (AC (OLE) or DC) in the Track Usage Price List;
“RPI”	means the General Index of Retail Prices All Items measured by CHAW and published each month, or: <ul style="list-style-type: none"> (a) if the index for any month in any year shall not have been published on or before the last day of the third month after such month, such index for such month or months as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances; or (b) if there is a material change in the basis of the index, such other index as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances;
“Schedule of Fixed Charges”	means the document entitled “Schedule of Fixed Charges” published by Network Rail on or about 20 December 2013;
“Service Coded Group”	means any Service or collection of Services or Ancillary Movements operating under a service code specified in the List of Capacity Charge Rates and any Ancillary Movements relating to such Services;
“tariff band j”	means the tariff zone and time band in which the train in question is operated;
“Tolerance Factor”	means the relevant Tolerance Factor as set out in Appendix 4 of the Traction Electricity Rules;

“Track Usage Price List”	means the document entitled “Track Usage Price List” published by Network Rail on or about 20 December 2013 which, for the purposes of this contract, shall be deemed to incorporate any supplements to that document consented to or determined pursuant to paragraph 9.10 of Part 2 of Schedule 7 to this contract;
“Traction Electricity Charge”	means a variable charge for traction current calculated in accordance with paragraph 4 of Part 2;
“Traction Electricity Modelled Consumption Rates List”	means the document entitled “Traction Electricity Modelled Consumption Rates List” published by Network Rail on or about 20 December 2013 and specifying freight and passenger traction electricity modelled consumption rates which, for the purposes of this contract, shall be deemed to incorporate any supplements to that document consented to or determined pursuant to paragraph 9.10 of Part 2 of Schedule 7 to this contract;
“train category i”	means train category i as identified in the relevant section of the Traction Electricity Modelled Consumption Rates List, being either: (a) where there is a modelled consumption rate for a particular passenger vehicle type operating on a particular Train Service Code, the relevant category set out in the table entitled "Passenger Traction Electricity Modelled Consumption Rates for CP5"; or (b) in respect of any other passenger vehicle type not referred to in paragraph (a), the relevant category set out in the table entitled "Generic Traction Electricity Modelled Consumption Rates for CP5";
“Train Consist Data”	means the information relating to the number(s) and type(s) of railway vehicle comprised in a train movement;
“Train Mile”	in relation to a train, means a mile travelled by that train on the Network;
“Train Service Code”	has the meaning ascribed to it in paragraph 1.1 of Schedule 5;
“Underperformance Cap”	means the maximum possible amount in pounds sterling that can be attributed to a REBS Underperformance as published by Network Rail in its Delivery Plan;

“Underperformance Sum”	means the lower of: (a) the Underperformance Cap as indexed in accordance with paragraph 1.11 of Part 3; and (b) 10% of the amount in pounds sterling which ORR, in its annual efficiency and finance assessment of Network Rail, determines in respect of the REBS Underperformance;
“Variable Charges”	means the Capacity Charge, the Default Charge, the Electrification Asset Usage Charge, the Variable Usage Charge and the Traction Electricity Charge;
“Variable Usage Charge”	means a variable charge, calculated in accordance with paragraph 3.1 of Part 2;
“Vehicle Mile”	in relation to a railway vehicle, means a mile travelled by that vehicle on the Network;
“Volume Reconciliation”	has the meaning ascribed to it in the Traction Electricity Rules; and
“Weekday”	has the meaning ascribed to it in paragraph 1.1 of Schedule 5.

2 Interpretation

The provisions of Clause 1.2(e) of this contract shall not apply to any references to the Deed of Grant in this Schedule 7.

PART 2: TRACK CHARGES

1 Principal formula

During each Relevant Year (and, in respect of F_t , prorated for each day of any period of this contract comprising less than a full Relevant Year), Network Rail shall levy and the Train Operator shall pay Track Charges in accordance with the following formula:

$$T_t = F_t + V_t + D_t + E_t + K_t + EAV_t - BS_t - W_t$$

where:

- T_t means Track Charges in Relevant Year t ;
- F_t means an amount in respect of the Fixed Track Charge in Relevant Year t , which shall be:
- (a) in respect of the Relevant Year commencing on 1 April 2014, the total of the amounts set out in the row relating to the Train Operator and the column relating to that year in the Schedule of Fixed Charges, multiplied by the Fixed Track Charge Indexation calculated in accordance with paragraph 2.1; and
 - (b) in respect of any Relevant Year t commencing on or after 1 April 2015, the total of the amounts set out in the row relating to the Train Operator and the column relating to that year in the Schedule of Fixed Charges, multiplied by the Fixed Track Charge Indexation for that year calculated in accordance with paragraph 2.2;
- V_t means an amount in respect of the Variable Usage Charge in Relevant Year t which is derived from the formula in paragraph 3.1;
- D_t means an amount (if any) in respect of the Default Charge in Relevant Year t which is calculated in accordance with paragraph 3.3;
- E_t means an amount in respect of the Traction Electricity Charge in Relevant Year t which is derived from the formula in paragraph 4;
- K_t means an amount in respect of the Capacity Charge in Relevant Year t which is derived from the formula in paragraph 6;
- EAV_t means an amount in respect of the Electrification Asset Usage Charge, calculated in accordance with the formula in paragraph 8;
- BS_t means an amount (which shall not be a negative value) in respect of the Efficiency Benefit Share in Relevant Year t which is determined in accordance with paragraph 5.1; and
- W_t means an amount (which shall not be a negative value) in respect of the Network Rail Rebate in Relevant Year t , calculated in accordance with the provisions of paragraph 7.1.

2 Fixed Track Charge Indexation

- 2.1 The Fixed Track Charge Indexation in respect of the Relevant Year commencing on 1 April 2014 shall be derived from the following formula:

$$FTCI_{2014} = \text{Initial Indexation Factor}$$

where:

$FTCI_{2014}$ means the Fixed Track Charge Indexation in respect of the Relevant Year commencing on 1 April 2014.

2.2 The Fixed Track Charge Indexation in respect of any Relevant Year t commencing on or after 1 April 2015 shall be derived from the following formula:

$$FTCI_t = \left(1 + \frac{(RPI_{t-1} - RPI_{2013})}{RPI_{2013}} \right) \bullet \text{Initial Indexation Factor}$$

where:

$FTCI_t$ means the Fixed Track Charge Indexation in Relevant Year t ;

RPI_{t-1} means the RPI published or determined with respect to the month of November in Relevant Year $t-1$; and

RPI_{2013} means the RPI published or determined with respect to the month of November 2013.

3 Variable Usage Charge

3.1 Variable Usage Charge

For the purposes of paragraph 1, the term V_t means an amount in respect of the Variable Usage Charge in Relevant Year t which is derived from the following formula:

$$V_t = \sum V_{it} \bullet UV_{it}$$

where:

V_{it} means an amount for vehicle type i for Relevant Year t which is derived from the following formula:

$$V_{it} = V_{it-1} \bullet \left(1 + \frac{(RPI_{t-1} - RPI_{t-2})}{RPI_{t-2}} \right)$$

where:

RPI_{t-1} has the meaning set out in paragraph 2.2 above; and

RPI_{t-2} means the RPI published or determined with respect to the month of November in Relevant Year $t-2$,

but so that in relation to the Relevant Year commencing on 1 April 2014, V_{it} shall have, in respect of vehicle type i , the corresponding variable usage charge rate per Vehicle Mile for that vehicle type i set out in the Track Usage Price List, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year V_{it-1} shall have the same value;

UV_{it} means the actual volume of usage (in Vehicle Miles) in Relevant Year t of vehicle type i (referred to in the Track Usage Price List) operated by or on behalf of the Train Operator; and

Σ means the summation across all relevant categories of vehicle types i .

3.2 *Not used*

3.3 *Default Charge*

For the purposes of paragraph 1, the term D_t means the amount of Default Charge payable in respect of New Specified Equipment in Relevant Year t which is derived from the following formula:

$$D_t = \sum D_{nt} \cdot UD_{nt}$$

where:

D_{nt} means the Default Rate for that New Specified Equipment for Relevant Year t which is derived from the following formula:

$$D_{nt} = D_{nt-1} \cdot \left(1 + \frac{(RPI_{t-1} - RPI_{t-2})}{RPI_{t-2}} \right)$$

where:

RPI_{t-1} has the meaning set out in paragraph 2.2 above; and

RPI_{t-2} has the meaning set out in paragraph 3.1 above,

but so that in relation to the Relevant Year commencing on 1 April 2014, D_{nt} shall have, in respect of New Specified Equipment, the corresponding Default Rate for that New Specified Equipment, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year D_{nt-1} shall have the same value;

UD_{nt} means the actual volume of usage of New Specified Equipment in Vehicle Miles during the Default Period in Relevant Year t operated by or on behalf of the Train Operator; and

Σ means the summation across all relevant New Specified Equipment.

4 Traction Electricity Charge

4.1 For the purposes of paragraph 1, the term E_t means an amount in respect of the Traction Electricity Charge in Relevant Year t , which is derived from the following formula:

$$E_t = E_{tmo} + E_{tme} + E_{tmuAC} + E_{tmuDC}$$

where:

E_{tmo} means an amount calculated in accordance with paragraph 4.1.2 below;

E_{tme} means an amount calculated in accordance with paragraph 4.1.3 below;

E_{tmuAC} means an amount calculated in accordance with paragraph 4.1.4(a) below; and

E_{tmuDC} means an amount calculated in accordance with paragraph 4.1.4(b) below.

Circumstances in which calculation to be based on modelled data and circumstances in which calculation to be based on metered data

4.1.1 E_{tmo} shall be calculated in respect of all trains other than those identified in the table at Appendix 7D, and E_{tme} , E_{tmuAC} and E_{tmuDC} shall be calculated in respect of the trains identified in the table at Appendix 7D.

Calculation of modelled consumption

4.1.2 E_{tmo} is derived from the following formula:

$$E_{tmo} = \Sigma E_{tmog}$$

where:

Σ means the summation across all Geographic Areas g , as appropriate;

E_{tmog} is derived from the following formula:

$$E_{tmog} = \Sigma C_i \bullet EF_{gjt} \bullet UE_{igt}$$

where:

Σ means the summation across all relevant train categories i (determined in accordance with paragraph 4.1.1 above) and tariff bands j , as appropriate;

C_i means the modelled consumption rate:

(a) in kWh per electrified Train Mile in relation to passenger electric multiple units (using the rate for the relevant number of units); and

(b) in kWh per electrified kgm in relation to locomotive-hauled units and all freight traffic,

for train category i shown in the Traction Electricity Modelled Consumption Rates List, taking into account any Regenerative Braking Discount applied in accordance with the Traction Electricity Rules;

- EF_{gjt} means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and
- UE_{igt} means the actual volume of usage (in electrified Vehicle Miles in relation to passenger electric multiple units or electrified kgtm in relation to locomotive-hauled units and all freight traffic), if any, of trains operated by or on behalf of the Train Operator in train category i, in Geographic Area g, in tariff band j and in Relevant Year t, pursuant to this contract.

Calculation of consumption using metered consumption data

4.1.3 E_{tme} is derived from the following formula:

$$E_{tme} = \Sigma E_{tmeg}$$

where:

Σ means the summation across all Geographic Areas g, as appropriate;

E_{tmeg} is derived from the following formula:

$$E_{tmeg} = \Sigma [((CME_{mgjt} \bullet PF_m \bullet EF_{gjt}) - (RGB_{mgjt} \bullet PF_m \bullet EF_{gjt})) \bullet (1 + \delta_m)]$$

where:

Σ means the summation across all relevant Metered Trains m (determined in accordance with paragraph 4.1.1 above) and tariff bands j, as appropriate;

CME_{mgjt} means the consumption of electricity (in kWh) by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t;

PF_m means the Power Factor Correction for the relevant train type for Metered Train m;

EF_{gjt} means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules;

RGB_{mgjt} means the electricity (in kWh) generated by braking by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t; and

δ_m means the Tolerance Factor for the relevant train type for Metered Train m.

4.1.4

(a) E_{tmuAC} is derived from the following formula:

$$E_{tmuAC} = \Sigma E_{tmugAC}$$

where:

Σ means the summation across all Geographic Areas g, as appropriate;

E_{tmugAC} is derived from the following formula:

$$E_{tmugAC} = \Sigma[(CME_{mgjtAC} \bullet PF_m \bullet EF_{gjt}) \bullet (1 + \delta_m)] \bullet \lambda_{ACg}$$

where:

Σ means the summation across all relevant Metered Trains m (determined in accordance with paragraph 4.1.1 above) and tariff bands j, as appropriate;

CME_{mgjtAC} means the consumption of electricity (in kWh) from the AC System by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t;

PF_m means the Power Factor Correction for the relevant train type for Metered Train m;

EF_{gjt} means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules;

δ_m means the Tolerance Factor for the relevant train type for Metered Train m; and

λ_{ACg} means the Network Rail Distribution System Loss Factor for the AC System in Geographic Area g.

(b) E_{tmuDC} is derived from the following formula:

$$E_{tmuDC} = \Sigma E_{tmugDC}$$

where:

Σ means the summation across all Geographic Areas g, as appropriate;

E_{tmugDC} is derived from the following formula:

$$E_{tmugDC} = \Sigma[(CME_{mgjtDC} \bullet EF_{gjt}) \bullet (1 + \delta_m)] \bullet \lambda_{DCg}$$

where:

Σ means the summation across all relevant Metered Trains m (determined in accordance with paragraph 4.1.1 above) and tariff bands j, as appropriate;

CME_{mgjtDC} means the consumption of electricity (in kWh) from the DC System by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction

	Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t;
EF_{gjt}	means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules;
δ_m	means the Tolerance Factor for the relevant train type for Metered Train m; and
λ_{DCg}	means the Network Rail Distribution System Loss Factor for the DC System in Geographic Area g.

Election to introduce On-Train Metering for a vehicle or vehicle type

- 4.2 (a) If the Train Operator wishes to propose the introduction of On-Train Metering to measure traction electricity consumption for a vehicle or vehicles of a vehicle type that the Train Operator operates for the purposes of being invoiced by Network Rail for traction electricity, it shall notify Network Rail of any required changes to the contract in connection with that proposal.
- (b) Any notice under sub-paragraph 4.2(a) shall be accompanied by information and evidence in reasonable detail supporting the changes proposed and setting out the reasons for those changes, and Network Rail shall respond in writing within 56 days of service of any such notice.
- (c) Promptly following any response served by Network Rail under sub-paragraph 4.2(b), the parties shall endeavour to agree whether the contract should be amended in connection with that proposal and, if so, the amendments.
- (d) If the parties agree an amendment to the contract in connection with the proposal referred to in sub-paragraph 4.2(a), that amendment shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed, the parties shall ensure that ORR is furnished with such amendment and such information and evidence as it shall require to determine whether or not to approve the amendment.
- (e) Any agreed amendment to the contract in connection with the proposal referred to in sub-paragraph 4.2(a) which is approved by ORR under section 22 of the Act shall apply with effect from the date agreed by the parties.
- (f) If the parties fail to reach agreement within 90 days after service of a notice under sub-paragraph 4.2(a), or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, either party may notify ORR and request that ORR determines the matter. The parties shall, within such timescales as ORR may specify, furnish ORR with such information and evidence as ORR shall require to determine the matter. If a party fails to furnish such information and evidence within the specified timescale, ORR shall be entitled to determine the

matter without that information and evidence and the party in default shall have no grounds for complaint in that respect.

- (g) Where ORR determines the matter pursuant to sub-paragraph 4.2(f), it may issue a notice to the parties setting out the amendments to be made to the contract and the date, which may be retrospective, from which they shall take effect.

4A Volume and Cost Reconciliation for the Relevant Year ending on 31 March 2014

- 4A.1 For the purposes of the volume and cost reconciliation to be carried out for the Relevant Year ending on 31 March 2014, the provisions in paragraph 5 (volume and cost reconciliation) of Part 2 of Schedule 7 to this contract (and such definitions and other provisions as are relevant to that paragraph 5) in force as at that date shall continue to apply to the extent (and only to the extent) necessary to enable the calculation and payment of the supplementary amounts $S1_t$ and $S2_t$.
- 4A.2 For subsequent Relevant Years, paragraph 18 of the Traction Electricity Rules shall apply.

5 Efficiency benefit share

5.1 The Efficiency Benefit Share:

- (a) is an amount (which shall not be a negative value) representing a return of Track Charges which shall be identified in the ORR's annual assessment of Network Rail as the "Efficiency Benefit Share", if any, to be rebated to the Train Operator, such amount to be determined in accordance with the methodology and principles set out in paragraphs 27.34 to 27.53 (inclusive) of the 2008 Final Determinations; and
- (b) shall only be payable in respect of Relevant Years ending on or before 31 March 2014.

5.2 If, pursuant to paragraph 5.1, the Train Operator is entitled to payment of an Efficiency Benefit Share in respect of Relevant Year t , then, subject to paragraph 5.3, such payment shall be made by Network Rail to the Train Operator as a lump sum payment within 28 days after the end of the Period in which it is determined by the ORR that such payment should be made.

5.3 If, in respect of any Relevant Year t , an Efficiency Benefit Share is payable in accordance with paragraph 5.2 and this contract has either commenced or expired or otherwise been terminated during the course of that Relevant Year t , the Train Operator shall be entitled to a pro rata payment of the Efficiency Benefit Share payable in respect of that Relevant Year t . Such pro rata payment (which shall be payable in accordance with paragraph 5.2) shall be calculated as follows:

$$\text{Pro rata BS}_t = \left(\frac{\text{EBS}}{13} \right) \times \text{CP}$$

where:

EBS means the total amount of the Efficiency Benefit Share that would have been payable to the Train Operator in respect of the whole of the Relevant Year t in question had this contract been in force for the entire Relevant Year t; and

CP means the number of Periods during that Relevant Year t either:

- (a) where this contract commences during the course of that Relevant Year t, following commencement of this contract; or
- (b) where this contract expires or is otherwise terminated during the course of that Relevant Year t, prior to the expiry or other termination of this contract,

provided that, in each case:

- (i) if this contract expires or is otherwise terminated on or before the fourteenth day of a Period, such Period shall not be included in the calculation of 'CP';
- (ii) if this contract expires or is otherwise terminated on or after the fifteenth day of a Period, such Period shall be included in the calculation of 'CP';
- (iii) if this contract commences on or before the fourteenth day of a Period, such Period shall be included in the calculation of 'CP'; and
- (iv) if this contract commences on or after the fifteenth day of a Period, such Period shall not be included in the calculation of 'CP'.

5.4 Without prejudice to the generality of Clause 16.3.1, any payment of an Efficiency Benefit Share (an "**EBS payment**") shall be made on the basis that it is to be treated as exclusive of VAT, so that where and to the extent that the EBS payment is consideration for a supply for VAT purposes Network Rail shall in addition pay to the Train Operator an amount equal to the amount of VAT due in respect of that EBS payment and either:

- (a) the Train Operator shall issue a VAT invoice to Network Rail in respect of the relevant amount; or
- (b) if the parties so agree and have entered into an applicable self-billing agreement (within the meaning of regulation 13(3A) of the Value Added Tax Regulations 1995 (the "**VAT Regulations**")) that continues in force then Network Rail shall produce for itself a self-billed invoice (within the meaning of regulation 13(3) of the VAT Regulations) in respect of the relevant amount.

6 Capacity Charge

For the purposes of paragraph 1, the term K_t means an amount in respect of the Capacity Charge in Relevant Year t which shall be derived from the following formula:

$$K_t = \left[\sum (Pg_{twdi} \cdot Tg_{twdi}) + (Pg_{twei} \cdot Tg_{twei}) \right]$$

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where:

\sum means the sum across all Service Coded Groups i ;
 Pg_{twdi} means the Weekday rate per Service Coded Group i in respect of Relevant Year t shown in the List of Capacity Charge Rates and indexed in accordance with the following formula:

$$Pg_{twdi} = Pg_{t-1wdi} \cdot \left(1 + \frac{(RPI_{t-1} - RPI_{t-2})}{RPI_{t-2}} \right)$$

where:

RPI_{t-1} has the meaning set out in paragraph 2.2 above; and
 RPI_{t-2} has the meaning set out in paragraph 3.1 above,
but so that in relation to the Relevant Year t commencing on 1 April 2014, Pg_{twdi} shall have the value for the Weekday rate per Service Coded Group i shown for the Train Operator in the List of Capacity Charge Rates, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year, Pg_{t-1wdi} shall have the same value;

Pg_{twei} means the weekend rate per Service Coded Group i in respect of Relevant Year t shown in the List of Capacity Charge Rates and indexed in accordance with the following formula:

$$Pg_{twei} = Pg_{t-1wei} \cdot \left(1 + \frac{(RPI_{t-1} - RPI_{t-2})}{RPI_{t-2}} \right)$$

where:

RPI_{t-1} has the meaning set out in paragraph 2.2 above; and
 RPI_{t-2} has the meaning set out in paragraph 3.1 above,
but so that in relation to the Relevant Year t commencing on 1 April 2014, Pg_{twei} shall have the value for the weekend rate per Service Coded Group i shown for the Train Operator in the List of Capacity Charge Rates, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year, Pg_{t-1wei} shall have the same value;

Tg_{twdi} means the actual Train Miles run on Weekdays by Services or Ancillary Movements in Service Coded Group i in the Relevant Year t ; and

Tg_{twei} means the actual Train Miles run on weekends by Services or Ancillary Movements in Service Coded Group i in the Relevant Year t .

7 Network Rail Rebate

7.1 For the purpose of paragraph 1, the Network Rail Rebate in respect of any Relevant Year t (W_t) is an amount (which shall not be a negative value) by way of a return of Track Charges paid in accordance with paragraph 7.5, derived from the following formula:

$$W_t = RA_t \cdot \frac{F_t}{AF_t}$$

where:

RA_t means the Rebatable Amount declared by Network Rail in relation to Relevant Year t under paragraph 7.2;

F_t has the meaning ascribed to it in paragraph 1 for Relevant Year t; and

AF_t means the Aggregate Fixed Charge in Relevant Year t.

- 7.2 The Rebatable Amount shall be the amount, if any:
- (a) which represents such proportion of Network Rail's total income for Relevant Year t as it reasonably considers that it does not require in order to discharge its obligations under its network licence and any contracts to which it is a party;
 - (b) which Network Rail, acting reasonably, considers it appropriate to rebate as an amount representing a return of Track Charges payable by persons who provide services for the carriage of passengers by railway under the relevant access agreements to which they are parties; and
 - (c) which Network Rail notifies as such to ORR within 9 months after the end of each Relevant Year t.
- 7.3 No amount of Track Charges shall be rebated under this paragraph 7 unless ORR has consented to such rebate.
- 7.4 Paragraph 5.4 shall apply to a payment of Network Rail Rebate in the same way as it applies in relation to a payment of an Efficiency Benefit Share, as if references in paragraph 5.4 to "Efficiency Benefit Share" and "EBS payment" were instead references to, respectively, "Network Rail Rebate" and "Network Rail Rebate payment".
- 7.5 If, pursuant to paragraph 7.1, the Train Operator is entitled to payment of a Network Rail Rebate in respect of Relevant Year t, then such payment shall be made by Network Rail to the Train Operator as a lump sum payment within 28 days after the end of the Period in which ORR gives its consent under paragraph 7.3.
- 7.6 If, pursuant to paragraph 7.2, Network Rail notifies ORR of the Rebatable amount in respect of Relevant Year t after this contract has expired or has otherwise been terminated then, notwithstanding the expiration or termination of this contract, paragraph 7.5 shall apply.
- 7.7 If Network Rail has, prior to 31 March 2014 and pursuant to the provisions of this contract in force as at that date, notified ORR of a Rebatable Amount for the Relevant Year ending on that date, then such provisions shall continue to apply to the extent (and only to the extent) necessary to enable determination and payment (where applicable) of a Network Rail Rebate based on that Rebatable Amount.

8 Electrification Asset Usage Charge

For the purposes of paragraph 1, the term EAV_t means an amount for electrification asset usage which is derived from the following formula:

$$\text{Electrification Asset Usage Charge} = \sum EV_{tk} \cdot UV_{tk}$$

where:

\sum means the summation across all route types;
 EV_{tk} means an amount in respect of the Electrification Asset Usage Charge per electrified Vehicle Mile on route type k for Relevant Year t which is derived from the following formula:

$$EV_{tK} = EV_{t-1K} \cdot \left(1 + \frac{RPI_{t-1} - RPI_{t-2}}{RPI_{t-2}} \right)$$

where:

RPI_{t-1} has the meaning set out in paragraph 2.2 above; and
 RPI_{t-2} has the meaning set out in paragraph 3.1 above,
but so that in relation to the Relevant Year commencing on 1 April 2014, EV_{tk} shall have, in respect of each electrified Vehicle Mile on route type k, the value per electrified Vehicle Mile for the Electrification Asset Usage Charge set out in the Track Usage Price List, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year EV_{t-1k} shall have the same value; and

UV_{tk} means the actual number of electrified Vehicle Miles on route type k in Relevant Year t operated by or on behalf of the Train Operator.

9 Bilateral supplements to the List of Capacity Charge Rates, Traction Electricity Modelled Consumption Rates List and Track Usage Price List

- 9.1 Where the Train Operator intends to use New Specified Equipment on the Network, it shall where reasonably practicable inform Network Rail in writing of the date or likely date from which it intends to do so.
- 9.2 Where the Train Operator uses New Specified Equipment on the Network, the Train Operator shall pay Network Rail the relevant Default Charge during the Default Period.
- 9.3 No supplement to the Traction Electricity Modelled Consumption Rates List, Track Usage Price List or List of Capacity Charge Rates shall have effect unless it has been:
- (a) agreed between the parties and ORR has consented to it; or
 - (b) determined by ORR.
- 9.4 Either the Train Operator or Network Rail shall be entitled to propose that:
- (a) the Traction Electricity Modelled Consumption Rates List be supplemented as necessary to include a rate in respect of a new train category;
 - (b) the Track Usage Price List be supplemented as necessary to include a new vehicle type and corresponding rate; or

- (c) the List of Capacity Charge Rates be supplemented as necessary to take account of changes in the pattern and number of Services or to include rates in respect of new Services.
- 9.5 Any proposal of a kind referred to in paragraph 9.4 shall be made by notice to the other party and shall be accompanied by a specification of the proposal in reasonable detail and the reasons for it. The parties shall thereafter seek to agree in good faith the necessary supplement to the list in question.
- 9.6 Either party may request from the other such information that it reasonably requires in connection with the proposal and the party from whom the information was requested shall use reasonable endeavours to provide this information promptly.
- 9.7 Where the parties agree to a supplement following a proposal under paragraph 9.4, they shall request ORR's consent to it and provide such information as ORR reasonably requires in order to decide whether to give its consent.
- 9.8 If the parties fail to reach agreement within 45 days of the date of the notice given under paragraph 9.5, at any point thereafter either party shall be entitled to refer the matter to ORR for determination.
- 9.9 Following a reference to ORR under paragraph 9.8, the parties shall, within such timescales as ORR may reasonably specify, furnish ORR with such information and evidence as ORR shall reasonably require to determine the matter. If a party fails to furnish such information and evidence within the specified timescale, ORR shall be entitled to determine the matter without that information and evidence and the party in default shall have no grounds for complaint in that respect.
- 9.10 ORR may:
 - (a) consent to any supplement that is agreed by the parties and submitted to it under paragraph 9.7, or following consultation with the parties, determine that a different supplement should apply; or
 - (b) following a referral to ORR under paragraph 9.8, determine the supplement that should apply.
- 9.11 In the case of a supplement to the Traction Electricity Modelled Consumption Rates List or List of Capacity Charge Rates, the supplement shall have effect from such date as ORR shall determine by notice to the parties, provided that:
 - (a) in the case of a supplement to the Traction Electricity Modelled Consumption Rates List, such date shall not be a date falling prior to the start of the Relevant Year in which ORR consented to or determined the supplement; and
 - (b) in the case of a supplement to the List of Capacity Charge Rates, such date shall not be a date falling prior to 1 April 2014.
- 9.12 In the case of a supplement to the Track Usage Price List, the supplement shall have retrospective effect from the first day of the Default Period.

9.13 Following ORR's consent or determination under paragraph 9.10 Network Rail shall:

- (a) apply the supplement from the date in accordance with paragraph 9.11 or 9.12 above as applicable; and
- (b) within 28 days of the date of ORR's consent or determination:
 - (i) issue any adjusting invoice or credit note to the Train Operator. In the case of a supplement to the Track Usage Price List this will reflect the difference between the amount paid by the Train Operator for the Default Charge during the Default Period and the amount that it would have paid during the Default Period in respect of the Variable Usage Charge had the supplement been in place at the time the Train Operator first used the relevant railway vehicle on the Network; and
 - (ii) publish on its website details of the supplement alongside the details of any other such supplements to which ORR has consented or determined pursuant to this or any other track access contract to which Network Rail is a party.

10 Payment of Track Charges and other sums due under the contract

10.1 Payment of Track Charges and other sums due under the contract

- (a) Save where the contract provides otherwise, the Train Operator shall pay or procure the payment to Network Rail of:
 - (i) the Variable Usage Charge;
 - (ii) the Traction Electricity Charge;
 - (iii) the Capacity Charge;
 - (iv) the Electrification Asset Usage Charge;
 - (v) the Default Charge; and
 - (vi) any other sums which have fallen due in accordance with any provision of this contract,

attributable to any Period as invoiced by Network Rail on or after expiry of each such Period within 21 days of the invoice date or 28 days after the end of the Period, whichever is later.

- (b) The Train Operator shall pay or procure the payment to Network Rail of that part of the Fixed Track Charge attributable to any Period as invoiced by Network Rail on or after the expiry of each such Period within seven days of the invoice date or seven days after the end of the Period, whichever is later.
- (c) Any invoice issued by Network Rail under paragraph 18.5 of the Traction Electricity Rules (relating to modelled and actual rates of electricity consumption) shall be payable by the Train Operator within 21 days of the relevant invoice date.

10.2 *Train Consist Data*

Network Rail shall calculate the Variable Charges payable by the Train Operator in respect of each Period using the Train Consist Data supplied by the Train Operator and, to the extent such Train Consist Data is not available to Network Rail, the Default Train Consist Data.

10.3 *Invoices and right to object to invoices*

- (a) Network Rail will notify the Train Operator on a weekly basis of the train movements for which Default Train Consist Data has been used to establish the Variable Charges payable by the Train Operator. At either party's request, the parties shall consult with a view to substituting Train Consist Data for Default Train Consist Data but such consultation shall not delay the issue by Network Rail of the invoice for the Variable Charges in respect of the Period concerned.
- (b) For each Period, Network Rail shall be entitled to invoice the Train Operator for Variable Charges in respect of any and all train movements operated by the Train Operator during that Period based on either:
 - (i) Train Consist Data provided by the Train Operator in respect of any train movement at or prior to the time that such train movement is completed; or
 - (ii) Train Consist Data agreed by the parties under paragraph 10.3(a) in respect of any train movement; or
 - (iii) Train Consist Data provided by the Train Operator in respect of any train movement (other than any train movement where the Specified Equipment used in operating the relevant movement is loco hauled) by the end of the day on which such train movement has been completed,or (to the extent that (i) or (ii) or (iii) above do not apply) Default Train Consist Data. Each such invoice will be payable in accordance with the provisions of paragraph 10.1.
- (c) Either party shall be entitled, at any time prior to the later of 2359 hours on the fourteenth day following the expiration of the relevant Period and seven days following receipt by the Train Operator of the relevant invoice, to notify the other that it objects to any Train Consist Data (including, where applicable, the use of Default Train Consist Data) on which the whole or any part of the Variable Charges included in the relevant invoice are based and any such notice shall specify in reasonable detail what that party believes to be the Train Consist Data for the relevant train movement(s) ("**notice of objection**"). In the absence of any notice of objection being served within such time the Train Consist Data used in the relevant invoice shall be final and binding on the parties.
- (d) The parties shall seek to agree the Train Consist Data specified in any notice of objection and any consequential financial adjustment required to the relevant invoice. If the parties are unable to agree such Train Consist Data within 14 days following receipt of a notice of objection, either party may refer the matter for resolution in accordance with the ADRR.

- (e) Within seven days of any Train Consist Data being agreed or determined in accordance with paragraph 10.3(d), Network Rail shall, if any consequential or financial adjustment of the relevant invoice is required, issue a further invoice to, or (as the case may be) a credit note in favour of, the Train Operator in the amount of the relevant adjustment. The invoice or credit note shall be payable at the same time as the invoice for Variable Charges for the relevant Period or, if issued later than 21 days after the end of the relevant Period, within seven days after the date of its issue.
- (f) The actual volume of usage used to calculate any supplementary amount payable under paragraph 4A of this Part 2 or under paragraph 18 of the Traction Electricity Rules shall be established on the basis of the Train Consist Data and the Default Train Consist Data applied in calculating the Variable Charges for each of the Periods in Relevant Year t as adjusted in accordance with paragraph 10.3(d) on or before 90 days after the end of Relevant Year t.
- (g) Where, as a result of any invoice or credit note issued pursuant to paragraph 10.3, any sum of money which has been paid shall become repayable or any sum of money which has been unpaid shall become payable the party to whom such sum shall be paid shall be paid or allowed interest at the Default Interest Rate on such sum from the date when it (if repayable) was paid or the date when such sum (if payable) ought to have been paid until the date of payment or repayment.

10.4 Unrepresentative Train Consist Data

- (a) If at any time during this contract either party considers the Default Train Consist Data specified in Appendix 7C is not representative of the Train Operator's Services and in particular, but without limitation, the type(s) of railway vehicles then in use and the regular number of carriages forming part of those railway vehicles in the operation of its Services, either party shall be entitled on written notice to the other to request that the Default Train Consist Data be amended. Any such request shall specify in reasonable detail the grounds for the request and the proposed amendments to the Default Train Consist Data.
- (b) The parties shall endeavour to reach agreement on any amendments to the Default Train Consist Data within 21 days of the date of the request referred to in paragraph 10.4(a) and if the parties are unable to agree such amendments within such time period, either party may refer the matter for resolution in accordance with the ADRR.
- (c) Upon the earlier of agreement between the parties or determination by a relevant ADRR Forum, the parties shall notify ORR of the proposed amendments to the Default Train Consist Data and, subject to ORR not objecting to the proposed amendments within 14 days (the "**14 day period**") of receipt of the notification by ORR, such amendments shall take effect from the first day of the next Period following the earlier of ORR confirming its consent to the proposed

amendments and the expiry of the 14 day period. If ORR objects to the proposed amendments within the 14 day period, the parties shall endeavour to reach agreement with ORR on the appropriate amendments, if any, to the Default Train Consist Data which shall then take effect on the first day of the Period next following that in which agreement is reached.

10.5 *Disputed amounts repayment and interest rate*

- (a) Where a party wishes to contest any invoice issued to it under this Schedule 7 (including any invoice in respect of Track Charges) it shall, within 14 days of receipt of the invoice, notify the other party in writing of the amount which is in dispute but shall pay the full amount of the invoice, including the disputed amount, in accordance with the terms of the invoice.
- (b) Where a party has given notice under paragraph 10.5(a) that it disputes part of any invoiced amount:
 - (i) payment of such sum shall be without prejudice to the determination of whether such sum is properly due or not; and
 - (ii) if it is subsequently determined that the disputed sum, or part of it, was not properly due the payee shall repay the disputed sum, or relevant part, to the payer together with interest (to accrue daily and be compounded monthly) at the Default Interest Rate from the date of payment until the actual date of repayment.
- (c) For the avoidance of doubt, nothing in this paragraph 10.5 shall apply to any sums which have fallen due in accordance with Part 3A of this Schedule 7.

PART 3: ROUTE-LEVEL EFFICIENCY BENEFIT SHARE MECHANISM

1. Route-Level Efficiency Benefit Share Mechanism

Calculation of the Route-Level Efficiency Benefit Share

1.1 The Route-Level Efficiency Benefit Share for Relevant Year t (“ O_t ” or “ U_t ” as the case may be) is the amount (if any) that is payable by Network Rail to the Train Operator or by the Train Operator to Network Rail, as the case may be, in respect of a REBS Route, derived from the following formula:

- (a) in the case of a REBS Outperformance:

$$O_t = \left[\frac{V_t + D_t}{AV_t} \right] \cdot \text{Outperformance Sum}$$

and

(b) in the case of a REBS Underperformance:

$$U_t = \left[\frac{V_t + D_t}{AV_t} \right] \cdot \text{Underperformance Sum}$$

where:

- O_t means the amount that is payable by Network Rail to the Train Operator in respect of REBS Outperformance on the REBS Route in Relevant Year t;
- D_t means the Default Charge payable by the Train Operator in respect of the REBS Route for Relevant Year t;
- V_t means the Variable Usage Charge payable by the Train Operator in respect of the REBS Route for Relevant Year t;
- AV_t means the aggregate Variable Usage Charge and Default Charge payable by all train operators providing services for the carriage of passengers in respect of the REBS Route in Relevant Year t (and calculated by summing the values of V_t and D_t under paragraph 1 of Part 2 and the corresponding provisions of each relevant train operator's access agreement) and the aggregate amounts payable under items 1 to 4 and 9 of the variable charge payable by all train operators providing services for the carriage of freight in respect of the REBS Route in Relevant Year t (and calculated by summing items 1 to 4 and 9 of the variable charge under paragraph 2.2.1 of Schedule 7 of each relevant train operator's access agreement); and
- U_t means the amount that is payable by the Train Operator to Network Rail in respect of REBS Underperformance on the REBS Route in Relevant Year t.

1.2 The Route-Level Efficiency Benefit Share (if any) calculated under paragraph 1.1 shall be payable for each REBS Route for Relevant Year t, unless the Train Operator has exercised a right to opt out in respect of a particular REBS Route in accordance with paragraph 1.3 or 1.4. Where the Train Operator has exercised such a right, no Route-Level Efficiency Benefit Share shall be payable by or to the Train Operator, in respect of that REBS Route:

- (a) for the Relevant Year in the course of which the notice referred to in paragraph 1.3 was served and all subsequent Relevant Years up to 31 March 2019; and
- (b) where Network Rail entered into a Material Alliance Agreement during the course of Relevant Year t and the Train Operator issued an Opt-out Notice pursuant to paragraph 1.4(b) in Relevant Year t+1, in respect of any Period in Relevant Year t commencing on or after the date of the Material Alliance Agreement.

Train Operator right to opt out of the Route-Level Efficiency Benefit Share Mechanism

- 1.3 The Train Operator may serve a notice, in the form set out in Appendix 7B, on Network Rail (and shall provide a copy to ORR) informing Network Rail that the Route-Level Efficiency Benefit Share Mechanism shall not apply to the Train Operator in respect of one or more REBS Routes specified in the notice for the Relevant Year in the course of which the notice was served and all subsequent Relevant Years up to 31 March 2019 (an "**Opt-out Notice**"). Unless paragraph 1.4 applies, an Opt-out Notice may be served only before 1 July 2014.
- 1.4 If any of the following circumstances apply, the Train Operator may serve an Opt-out Notice at any time until 31 March 2019:
- (a) the Train Operator commences operating:
- (i) on one or more REBS Routes, services for the carriage of passengers by railway pursuant to a new franchise agreement. Where the Train Operator was the incumbent franchisee immediately prior to the new franchise agreement being entered into then, for the purposes of this provision, the Train Operator shall be deemed to have commenced operating services on a REBS Route under the new franchise agreement even if it provided them as the incumbent franchisee; or
- (ii) on one or more REBS Routes on which it did not previously operate services, services for the carriage of passengers or freight by railway as a result of entering into a new access agreement or otherwise.

In either of circumstances (i) or (ii) above, such Opt-out Notice may be served only in respect of the REBS Routes on which the Train Operator commences operating those services; or

- (b) Network Rail notifies ORR and the Train Operator that it has entered into an agreement which is, in its opinion, a Material Alliance Agreement and ORR confirms in writing that it agrees. In these circumstances the Opt-out Notice may only be served in respect of the REBS Route to which the Material Alliance Agreement applies.

In the circumstances described in paragraphs 1.4(a) and (b), the Opt-out Notice must be served within two months after:

- (i) the date on which the Train Operator commences operating the services described in paragraph 1.4(a); or
- (ii) the date of receipt of written confirmation from ORR under paragraph 1.4(b),

as the case may be.

- 1.5 Network Rail shall serve notice on ORR and the Train Operator that it has entered into an agreement which it considers to be a Material Alliance Agreement within 14 days after entering into it.
- 1.6 Network Rail shall provide such information, excluding information which is subject to a legally binding duty or obligation of confidentiality (whether arising under the terms of any contract or otherwise), to the Train Operator as the Train Operator may reasonably request in order to determine whether to serve an Opt-out Notice. Network Rail shall provide such information within 14 days of the request, unless not reasonably practicable to do so, in which case it shall provide the information as soon as reasonably practicable.

Obligation to pay Route-Level Efficiency Benefit Share

- 1.7 If, pursuant to paragraph 1.1, a party is entitled to payment from the other of a Route-Level Efficiency Benefit Share in Relevant Year t, then, subject to paragraphs 1.2 and 1.8, such payment shall be made to the party entitled to the payment by the other party as a lump sum payment within 56 days after the date of publication of ORR’s annual efficiency and finance assessment of Network Rail for Relevant Year t.
- 1.8 If, in respect of any Relevant Year t, a Route-Level Efficiency Benefit Share is payable in accordance with paragraph 1.7 and this contract has either commenced or expired or otherwise been terminated during the course of that Relevant Year t, the party entitled to payment shall be entitled to a pro rata payment of the Route-Level Efficiency Benefit Share payable in respect of that REBS Route for Relevant Year t. Such pro rata payment (which shall be payable in accordance with paragraph 1.9) shall be calculated as follows:

where:

$$\text{Pro rata REBS}_t = \left(\frac{\text{REBS}}{13} \right) \times \text{CP}$$

REBS means either O_t or U_t as the case may be; and
 CP means the number of Periods during that Relevant Year t either:

- (a) where this contract commences during the course of that Relevant Year t, following commencement of this contract; or
- (b) where this contract expires or is otherwise terminated during the course of that Relevant Year t, prior to the expiry or other termination of this contract,

provided that, in each case:

- (i) if this contract expires or is otherwise terminated on or before the fourteenth day of a Period, such Period shall not be included in the calculation of ‘CP’;

- (ii) if this contract expires or is otherwise terminated on or after the fifteenth day of a Period, such Period shall be included in the calculation of 'CP';
- (iii) if this contract commences on or before the fourteenth day of a Period, such Period shall be included in the calculation of 'CP'; and
- (iv) if this contract commences on or after the fifteenth day of a Period, such Period shall not be included in the calculation of 'CP'.

1.9 Without prejudice to the generality of Clause 16.3.1, any payment of a Route-Level Efficiency Benefit Share (a "**REBS payment**") shall be made on the basis that it is to be treated as exclusive of VAT, so that where and to the extent that the REBS payment is consideration for a supply for VAT purposes the party making that REBS payment shall in addition pay to the party receiving the REBS payment an amount equal to the amount of VAT due in respect of that REBS payment and either:

- (a) the party receiving the REBS Payment shall issue a VAT invoice to the party making such REBS payment in respect of the relevant amount; or
- (b) if the parties so agree and have entered into an applicable self-billing agreement (within the meaning of regulation 13(3A) of the VAT Regulations) that continues in force then the party making the REBS payment shall produce for itself a self-billed invoice (within the meaning of regulation 13(3) of the VAT Regulations) in respect of the relevant amount.

Route Baseline Indexation

1.10 The indexed Route Baseline in respect of Relevant Year t shall be derived from the following formula:

$$RBI_t = \text{Route Baseline} \cdot \left(1 + \frac{(RPI_t - RPI_{2012})}{RPI_{2012}} \right)$$

where:

- RBI_t means the indexed Route Baseline in respect of Relevant Year t;
- RPI_t means the RPI published or determined with respect to the month of November in Relevant Year t; and
- RPI₂₀₁₂ means the RPI published or determined with respect to November 2012.

Outperformance Cap and Underperformance Cap Indexation

1.11 The indexed Outperformance Cap and Underperformance Cap in respect of Relevant Year t shall be derived from the following formula:

(a) in the case of the Outperformance Cap:

$$OCI_t = OC_t \cdot \left(1 + \frac{(RPI_t - RPI_{2012})}{RPI_{2012}} \right)$$

(b) in the case of the Underperformance Cap:

$$UCI_t = UC_t \cdot \left(1 + \frac{(RPI_t - RPI_{2012})}{RPI_{2012}} \right)$$

where:

OCI_t means the indexed Outperformance Cap in respect of Relevant Year t;

OC_t means the Outperformance Cap in respect of Relevant Year t;

UCI_t means the indexed Underperformance Cap in respect of Relevant Year t;

UC_t means the Underperformance Cap in respect of Relevant Year t;

RPI_t has the meaning set out in paragraph 1.10 above; and

RPI_{2012} has the meaning set out in paragraph 1.10 above.

PART 3A: ENGLISH & WELSH GRANT DILUTION

1 Grant Amounts

1.1 Basic Values and Payment Dates

For the purposes of this Part 3A:

- (a) the Basic Values are the amounts by way of grant under section 6 of the Railways Act 2005 specified in the Deed of Grant as payable by the Secretary of State to Network Rail; and
- (b) the Payment Dates are the dates set out in the Deed of Grant for the payment of grant by the Secretary of State in each of the years 2014, 2015, 2016, 2017, 2018 and 2019, or such other dates for the payment of such grants as may be stipulated in the Deed of Grant.

1.2 Indexation

For the purposes of this Part 3A, the Grant Amount for each Payment Date is the Basic Value specified in the Deed of Grant as payable on that date, adjusted in accordance with any applicable indexation provisions of the Deed of Grant.

2 English & Welsh Grant Dilution

2.1 *Meaning of English & Welsh Grant Dilution*

For the purposes of this Part 3A, there shall be an “**English & Welsh Grant Dilution**” in respect of a Payment Date if:

- (a) the Secretary of State does not, for any reason, pay the whole or any part of the Grant Amount on or before that Payment Date; or
- (b) the payment of the whole or any part of the Grant Amount in respect of that Payment Date is:
 - (i) subject to the performance by Network Rail or any other person of any obligation;
 - (ii) subject to the exercise by the Secretary of State or any other person of any discretion; or
 - (iii) contingent upon the happening of any event or circumstance, or any act or omission of any person.

2.2 *Meaning of English & Welsh Grant Dilution Date*

In respect of any English & Welsh Grant Dilution:

- (a) if the English & Welsh Grant Dilution is of the kind referred to in paragraph 2.1(a), the English & Welsh Grant Dilution Date shall be the Payment Date in respect of which the Secretary of State does not pay the whole or any part of the Grant Amount due on that date; and
- (b) if the English & Welsh Grant Dilution is of the kind referred to in paragraph 2.1(b), each Payment Date which falls during any period during which the payment of the whole or any part of a Grant Amount is:
 - (i) subject to any of the matters specified in paragraph 2.1(b)(i) or (ii); or
 - (ii) contingent upon any of the matters specified in paragraph 2.1(b)(iii),shall be an English & Welsh Grant Dilution Date.

3. **English & Welsh Grant Compensation Amount**

3.1 *Payment obligation*

If an English & Welsh Grant Dilution occurs:

- (a) Network Rail shall notify the Train Operator and ORR that an English & Welsh Grant Dilution has occurred, and the circumstances in which it has occurred; and

- (b) the Train Operator shall:
- (i) send a copy of the notification it has received from Network Rail under paragraph 3.1(a) to any Passenger Transport Executive within whose area it provides services for the carriages of passengers by railway;
 - (ii) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(a), pay Network Rail an English & Welsh Grant Compensation Amount calculated in accordance with paragraph 3.2 three months after the English & Welsh Grant Dilution Date; and
 - (iii) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(b), pay Network Rail an English & Welsh Grant Compensation Amount calculated in accordance with paragraph 3.2 three months after each English & Welsh Grant Dilution Date.

3.2 Calculation

Any English & Welsh Grant Compensation Amount payable under paragraph 3.1 is an amount calculated in accordance with the following formula:

$$GC = (GA_p - P) \cdot \frac{F_t}{AF_t} \cdot (1.0431^{0.25})$$

where:

GC means the English & Welsh Grant Compensation Amount;

GA_p means the Grant Amount for the Payment Date which is the same date as the English & Welsh Grant Dilution Date;

P means:

- (a) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(a), the amount of any whole or part payment of the Grant Amount which Network Rail certifies to the Train Operator, within seven days after the English & Welsh Grant Dilution Date, that it has received from the Secretary of State; and
- (b) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(b), zero;

F_t has the meaning ascribed to it in paragraph 1 of Part 2; and

AF_t means the Aggregate Fixed Charge in Relevant Year t.

PART 4: NOT USED

PART 5: ADDITIONAL CHARGES

NOT USED

PART 6: SUPPLEMENTAL PROVISIONS

Each invoice or credit note issued by Network Rail to the Train Operator shall contain or be accompanied by separate itemisation of the following charges and other information (as relevant) in respect of the period covered by the invoice or credit note:

- (a) the daily amount of the Fixed Track Charge and the number of days covered by the invoice;
- (b) the rate of Variable Usage Charge and any Default Charge and the relevant number of Vehicle Miles applicable to vehicles for each service so charged;
- (c) the rate of Traction Electricity Charge and the number of Vehicle Miles applicable to vehicles for each service or Gross Tonne Miles applicable to units for each service so charged, for the purposes of calculating E_{tmo} in accordance with paragraph 4.1.2 of Part 2;
- (d) the amount of the Electrification Asset Usage Charge and the number of days covered by the invoice;
- (e) not used;
- (f) not used;
- (g) the amount of any Efficiency Benefit Share in respect of Relevant Years ending on or before 31 March 2014;
- (h) the amount of any sum W_t payable as provided in paragraph 7 of Part 2;
- (i) the amount of any sum $S1_{\text{to}}$ and/or $S2_{\text{to}}$ and/or any Charge Correction Amount payable as provided in paragraph 18 of the Traction Electricity Rules;
- (j) the amount of any sum K_t payable as provided in paragraph 6 of Part 2;
- (k) in respect of any other sums which have fallen due in accordance with any provisions of this contract other than Part 3A, separately the amount payable in respect of each head of charge; and
- (l) the amount of any sum $S1_t$ and/or $S2_t$ payable as provided in paragraph 4A of Part 2.

PART 7: FUTURE ACCESS CHARGES REVIEWS

1 General

Error! No document variable supplied.

ORR may carry out one or more access charges reviews of all or part of this contract as follows:

- (a) an access charges review such that amendments to this contract to give effect to the conclusions of such an access charges review come into operation on and from 1 April 2019 or such later date as may be specified in that review; and
- (b) as provided in paragraph 2 (and only as provided in paragraph 2), an access charges review such that amendments to this contract to give effect to the conclusions of such an access charges review come into operation before 1 April 2019.

2 Access charges reviews capable of coming into operation before 1 April 2019

ORR may carry out an access charges review in relation to any relevant part or parts of this contract at any time where it considers:

- (a) that there has been, or is likely to be, a material change, other than an excluded change, in the circumstances of Network Rail or in relevant financial markets or any part of such markets; and
- (b) that there are compelling reasons to initiate an access charges review, having due regard to its duties under section 4 of the Act, including in particular the duty to act in a manner which it considers will not render it unduly difficult for persons who are holders of network licences to finance any activities or proposed activities of theirs in relation to which ORR has functions under or by virtue of Part I of the Act.

3. Interpretation

In this Part 7 references to ORR carrying out an access charges review shall be construed as including references to its initiating implementation of that review.

APPENDIX 7A – REBS ROUTES TABLE

Route	Route definition
Anglia	As defined in Network Rail's Delivery Plan supporting information
East Midlands	
Kent	
London North East	
London North West	
Scotland	
Sussex	
Wales	
Wessex	
Western	

APPENDIX 7B – ROUTE-LEVEL EFFICIENCY BENEFIT SHARE MECHANISM OPT-OUT NOTICE

[Name of train operator representative]

[Position]

Telephone: [xxx]

E-mail: [xxx]

[Date]

[Enter name of person specified in paragraph 1 of Schedule 1 to the contract]

Network Rail

Kings Place

90 York Way

London

N1 9AG

Dear *[Enter name of person specified in paragraph 1 of Schedule 1 to the contract]*

Opt-out from the Route-Level Efficiency Benefit Share (REBS) Mechanism

This is an Opt-out Notice in respect of the REBS Mechanism in Schedule 7 of the track access contract between Network Rail Infrastructure Limited and *[Enter train operator name here]*, dated *[insert date of track access contract]* (“the contract”).

[Enter train operator name here] hereby exercises its right to opt-out of the REBS Mechanism in respect of the REBS Routes identified in Table 1 below, pursuant to *{delete as appropriate [paragraph 1.3 of Part 3 to Schedule 7] or [paragraph 1.4 of Part 3 to Schedule 7]}* to the contract.

Table 1: REBS opt-out matrix

Route	Route definition	Opt-out (please mark with an 'x')
Anglia	As defined in Network Rail’s Delivery Plan supporting information	
East Midlands		
Kent		
London North East		
London North West		
Scotland		
Sussex		

Route	Route definition	Opt-out (please mark with an 'x')
Wales		
Wessex		
Western		

I have sent a copy of this notice to the Director of Railway Markets and Economics at the Office of Rail Regulation and to the Head of Regulatory Policy at Network Rail [and any other person at Network Rail entitled to a copy as set out in paragraph 1 of Schedule 1 to the contract].

Yours faithfully

[Name of train operator representative]

APPENDIX 7C – DEFAULT TRAIN CONSIST DATA

TRAIN SERVICE CODE	TYPE OF TRAIN MOVEMENT	DEFAULT TRAIN CONSIST DATA
22710000	Train movement(s) between Farringdon/ / St Pancras and Bedford/ Luton/ St Albans to and from Moorgate Thameslink or the Brighton Main Line	2 x class 319 Electric Multiple Unit 2 Motor Coach and 6 Trailer Coaches
22710001	Train movement(s) between Farringdon/ St Pancras and Bedford/ Luton/ St Albans to and from the Sutton Loop	2 x class 319 Electric Multiple Unit 2 Motor Coaches and 6 Trailer Coaches
22710002	Train movement(s) between Farringdon/ St Pancras / and Bedford/ Luton/ St Albans to and from Moorgate Thameslink or the Brighton Mainline	2 x class 319 Electric Multiple Unit 2 Motor Coaches and 6 Trailer Coaches
22711000	Train movement(s) between Farringdon / Blackfriars and Brighton/ Gatwick Airport/ Three Bridges / East Croydon	2 x class 319 Electric Multiple Unit 2 Motor Coaches and 6 Trailer Coaches
22712000	Train movement(s) between Sutton/ Streatham/ Wimbledon/ Tulse Hill and Farringdon	2 x class 319 Electric Multiple Unit 2 Motor Coaches and 6 Trailer Coaches
21713000	Train Movements between King’s Cross or Moorgate and or via Welwyn Garden City (Stopping Services).	1 x Class 313 Electric Multiple Unit 2 Motor Coaches and 1 trailer

TRAIN SERVICE CODE	TYPE OF TRAIN MOVEMENT	DEFAULT TRAIN CONSIST DATA
21714000	Train Movements on the Hertford Loop between King's Cross or Moorgate and Hertford North, Stevenage and Letchworth Garden City.	2 x Class 313 Electric Multiple Unit 4 Motor Coaches and 2 Trailer Coaches
21716000	Train Movements between King's Cross and Letchworth Garden City/Royston (stopping) and Cambridge (slow) stopping at all intermediate stations between Royston and Cambridge	2 x Class 317 Electric Multiple Unit 2 Motor Coaches and 6 Trailer Coaches
21715000	Train Movements between King's Cross, Cambridge (non-stop and semi-fast) and King's Lynn	1 x Class 365 Electric Multiple Unit 2 Motor Coaches and 2 trailers
21717000	Train Movements between King's Cross and Huntingdon or Peterborough.	1 x Class 317 Electric Multiple Unit 1 Motor Coaches and 3 Trailer Coaches
22709000	Train movement(s) between Farringdon/Blackfriars and Kentish Town	2 x Class 319 Electric Multiple Unit 2 motor Coach and 6 Trailer Coaches
21718001	Non revenue earning trains (GN Route)	1 x Class 317 Electric Multiple Unit 1 Motor Coach and 3 Trailer Coaches
22718002	Non revenue earning trains (TL Route)	1 x class 319 Electric Multiple Unit 1 Motor Coach and 3 Trailer Coaches

APPENDIX 7D

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

Train Type	Train ID	Traction Type
319	319004	AC/DC
319	319366	AC/DC
365	365504	AC
365	365537	AC
365	365539	AC

SCHEDULE 8: PERFORMANCE REGIME

1 Interpretation

1.1 Definitions

In this Schedule 8 and its Appendices, unless the context otherwise requires:

“Applicable Timetable”	means, in respect of a day, that part of the Working Timetable in respect of that day which is required to be drawn up in accordance with Condition D2.1.1 of the Network Code as at 2200 hours on the day prior to that day, and which is applicable to the Trains;
“Bi-annual Timetable”	means in respect of any day or any Period the Passenger Timetable commencing on either the Principal Change Date or Subsidiary Change Date (as the case may be) in which falls the last day of the Period containing that day or the last day of that Period respectively;
“Cancelled Stop”	means in relation to a Train scheduled in the Applicable Timetable to stop to set down passengers at a Monitoring Point, the Train failing to trigger that Monitoring Point (except where the failure of the train to trigger the Monitoring Point is due to a malfunction of the Monitoring Point);
“Cancellation Minutes”	means, in relation to a Cancelled Stop, the number of Cancellation Minutes specified in column J of Appendix 1 for the Service Group which includes that Train;
“Cap”	means, in relation to a Monitoring Point, or a Train, the cap for the relevant Service Group in column K of Appendix 1;
“Capped Value”	means in relation to any Service Group, the capped value (if any) specified in respect of that Service Group in Appendix 1 (as indexed in accordance with paragraph 9);
“Charter Destination Point”	means any such station so specified in Appendix 2;
“ETCS”	means the European Train Control System;
“Initial Indexation Factor”	has the meaning ascribed to it in Schedule 7;
“Joint Inquiry”	means a formal inquiry which is required by any of the Railway Group Standards to be held or is permitted by any of the Railway Group Standards to be held and is in fact held;
“Minutes Delay”	means, in relation to a Train and a Recording Point, the delay at that Recording Point, calculated in accordance with paragraph 3;
“Minutes Late”	means, in relation to a day and a Monitoring Point, the lateness at that Monitoring Point, calculated in accordance with paragraph 2;

“Monitoring Point”	means, in relation to a direction of a Service, a point listed in column N of Appendix 1 as a point to be used for recording lateness of Trains in accordance with paragraph 2, and each such Monitoring Point shall be treated as a separate Monitoring Point notwithstanding that it may also be a Monitoring Point for the same Service in the opposite direction and/or for other Services;
“Network Rail Performance Point”	means, in relation to a Service Group, the Network Rail performance point specified in column B of Appendix 1;
“Off-Peak”	where applicable, has the meaning ascribed to it in Schedule 5;
“Passenger’s Charter”	means a commitment to passengers generally (whether or not legally binding) made by the Train Operator or any Passenger Transport Executive (in respect of any services operated by the Train Operator which are the subject of arrangements between the Train Operator and that Passenger Transport Executive) in relation to the punctuality and/or reliability of all or any of the Trains. The foregoing shall not be construed as to include any specific alternative or additional arrangements with any particular passenger (whether or not legally binding);
“Passenger Timetable”	means the timetable referred to within the Performance Monitoring System as the passenger timetable and which reflects the Applicable Timetable;
“Peak”	Where applicable, has the meaning ascribed to it in Schedule 5;
“Performance Data Accuracy Code”	means the version of the Performance Data Accuracy Code referred to in Part B of the Network Code;
“Performance Monitoring System”	means the recording system which Network Rail is required to operate under Part B of the Network Code;
“Performance Sum”	means, in relation to a Service Group, a sum of money which Network Rail or the Train Operator is liable to pay to the other under this Schedule 8, as calculated in accordance with paragraph 9 or 10, as the case may be;
“Period”	means each consecutive period of 28 days during the term of this contract commencing at 0000 hours on 1 April in each year, provided that the length of the first and last such Period in any year may be varied by up to seven days on reasonable prior notice from Network Rail to the Train Operator;
“Recording Point”	means a point at which Network Rail records Trains using the Performance Monitoring System;
“Recovery Time”	means additional time incorporated in the Applicable Timetable to allow for a Train to regain time lost during an earlier part of its journey;
“Relevant Year”	has the meaning ascribed to it in Schedule 7;
“Restriction of Use”	has the meaning ascribed to it in Schedule 4;
“RPI”	has the meaning ascribed to it in Schedule 7;
“Season Ticket”	means any ticket valid for unlimited travel on a Service for not less than a period of one calendar month;

“Service Code”	means the third, fourth and fifth digits of an eight character train service code applied in the Performance Monitoring System to Trains and used to identify them;
“Service Group”	means a collection of Services contained within the service groups specified in column A of Appendix 1;
“Train”	means each train operating a Service which is: <ul style="list-style-type: none"> (a) operated by or on behalf of the Train Operator pursuant to the permission to use the Routes granted under this contract; and (b) used to provide services for the carriage of passengers by railway, but excludes any and all trains making an Ancillary Movement; and
“Train Operator Performance Point”	means, in relation to a Service Group, the Train Operator performance point specified in column F of Appendix 1.

1.2 Interpretation

For the purposes of this Schedule 8:

- (a) a Train shall be treated as being in a Service Group for that part of its journey during which it satisfies the characteristics specified in columns A, L and N of Appendix 1 as forming a Service which is included in that Service Group;
- (b) events in respect of a Train shall be treated as occurring on the day on which the Train is scheduled in the Applicable Timetable to depart from the first point at which it is to pick up passengers; and
- (c) save as otherwise provided, each final calculation of minutes shall be accurate to three decimal places.

1.3 Suspension Notices

Wherever a Suspension Notice is in force, the effects of that Suspension Notice shall be the subject of Clause 3.6 and not of this Schedule 8. Accordingly, for the purposes of this Schedule 8:

- (a) neither Network Rail nor the Train Operator shall be allocated any responsibility for those effects; and
- (b) those effects shall not be regarded as causing any Minutes Late or Minutes Delay or Cancelled Stops.

2 Calculation of Minutes Late

The Minutes Late at a Monitoring Point on a day shall be derived from the following formula:

$$\text{Minutes Late} = \Sigma L$$

where:

L in respect of a Train is the lesser of:

- (i) the number of minutes (rounded down to the nearest whole minute) by which the time at which the Train stops at the Monitoring Point is later

than the time at which that Train is scheduled in the Passenger Timetable to stop at that Monitoring Point; and

(ii) the Cap,

provided that no regard shall be had for any Train which is not recorded as stopping at the Monitoring Point; and

Σ is the sum across all those Trains in the relevant Service Group which are scheduled in the Passenger Timetable to stop at that Monitoring Point on that day which do so stop.

3 Calculation of Minutes Delay

The Minutes Delay in respect of a Train when it triggers a Recording Point shall be equal to:

- (a) in respect of the first Recording Point triggered by that Train on any day, the number of minutes (rounded down to the nearest whole minute) by which the time at which that Train triggers the Recording Point is later than the time at which that Train is scheduled in the Applicable Timetable to do so; and
- (b) in respect of any other Recording Point, the lesser of:
 - (i) the number of Minutes Delay in respect of that Recording Point calculated in accordance with paragraph 3(a) (as if that Recording Point were the first Recording Point triggered by that Train); and
 - (ii) the greater of $((A_1 - A_2) + B)$ and zero

where:

A_1 is the number of minutes between the time at which the Train triggers the Recording Point (rounded down to the nearest whole minute) and the time the Train last triggered a Recording Point (rounded down to the nearest whole minute);

A_2 is the relevant time lapse scheduled in the Applicable Timetable between those same two Recording Points; and

B is any Recovery Time between those Recording Points incorporated in the Applicable Timetable;

provided that:

- (1) any Minutes Delay which arise from a single incident or a series of related incidents and which are less than three minutes in aggregate shall be deemed to be zero; and
- (2) if for any Train the aggregate Minutes Delay in respect of all Recording Points caused by a single incident are in excess of the Cap specified in column K of Appendix 1 for that Service Group, then such excess shall be disregarded.

4 Recording of performance information

4.1 Recording of lateness, Minutes Delay and Cancelled Stops

Without prejudice to its obligations under Part B of the Network Code, Network Rail shall use the Performance Monitoring System to record for each day in respect of each Train scheduled in the Applicable Timetable:

- (a) the time at which the Train stops to set down passengers at each Monitoring Point;
- (b) each Cancelled Stop and the incident(s) causing such Cancelled Stop where the incident can be identified;
- (c) the time at which the Train triggers each Recording Point;
- (d) the Minutes Delay for that Train at each Recording Point;
- (e) where the Minutes Delay which that Train has accrued since the last Recording Point are greater than or equal to three minutes:
 - (i) the incident(s) causing each minute of any delay included in Minutes Delay; and
 - (ii) those Minutes Delay for which Network Rail is unable to identify a cause; and
- (f) for each Charter Destination Point in respect of Trains for which the Charter Destination Point is a destination for the purposes of a Passenger's Charter, the time of the Train's arrival.

The provisions of this Schedule 8, which concern the recording of train performance information or which refer to information regarding train performance, and the rights and remedies of the parties in respect of the recording of that information, shall be subject to and interpreted in accordance with the provisions of the Performance Data Accuracy Code.

4.2 Recording of allocated responsibility for Minutes Delay and Cancelled Stops

Network Rail shall for each day and for each Train scheduled in the Applicable Timetable record separately in the Performance Monitoring System those Minutes Delay and Cancelled Stops caused by incidents:

- (a) for which Network Rail is allocated responsibility in accordance with paragraph 5.2;
- (b) for which the Train Operator is allocated responsibility in accordance with paragraph 5.3;
- (c) for which Network Rail and the Train Operator are allocated joint responsibility, in accordance with paragraph 5.4;
- (d) for which no cause can be identified; and
- (e) which are planned incidents in accordance with paragraph 5.7.

4.3 Failed Recording Points

Without prejudice to its obligations under Part B of the Network Code, Network Rail shall use all reasonable endeavours:

- (a) to restore as soon as reasonably practicable any failed Recording Point; and
- (b) pending such restoration, to compile such information from manual records and other sources, including the Train Operator, and otherwise to substitute such information as is appropriate to reflect as accurately as is reasonably practicable the actual performance of the relevant Trains for the purposes of this Schedule 8.

4.4 *Provision of information by Train Operator*

The Train Operator shall record and shall continue to record such information as Network Rail may reasonably require and which it is reasonable to expect the Train Operator to have or procure in connection with any Minutes Delay that may arise and shall provide such information to Network Rail promptly after such information first becomes available to the Train Operator.

Network Rail shall promptly notify the Train Operator upon Network Rail becoming aware of any failure or any likely failure to record accurately the information which it is required to record under paragraph 4.1. Any such notification shall be in sufficient detail to enable the Train Operator to institute the recording of such information in connection with the Trains for which the recording of information is subject to such failure or likely failure as the Train Operator may reasonably achieve. The Train Operator shall institute such recording as soon as it is reasonably able following receipt of the notification from Network Rail and will provide Network Rail with the resulting information no later than 1700 hours two Working Days following the day on which it was recorded.

5 Allocation of responsibility for Minutes Delay and Cancelled Stops

5.1 *Assessment of incidents causing Minutes Delay and Cancelled Stops*

- (a) In assessing the cause of any Minutes Delay or Cancelled Stop, there shall be taken into account all incidents contributing thereto including:
 - (i) the extent to which each party has taken reasonable steps to avoid and/or mitigate the effects of the incidents; and
 - (ii) where a Restriction of Use overruns due to the start of such Restriction of Use being delayed by a late running Train, the incident(s) giving rise to that late running;
- (b) The parties shall take reasonable steps to avoid and mitigate the effects of any incidents upon the Trains and any failure to take such steps shall be regarded as a separate incident;
- (c) Network Rail shall identify:
 - (i) in respect of each incident recorded under paragraph 4.1(e)(i) as causing Minutes Delay, the extent to which that incident caused each of the Minutes Delay; and
 - (ii) in respect of each incident recorded under paragraph 4.1(b), the extent to which that incident caused the Cancelled Stop;
- (d) So far as Network Rail is reasonably able to do so, it shall identify whether responsibility for incidents causing Minutes Delay or Cancelled Stops is to be

allocated to Network Rail or to the Train Operator or to them jointly in accordance with the following provisions of this paragraph 5.

5.2 *Network Rail responsibility incidents*

Responsibility for Minutes Delay and Cancelled Stops on a day caused by incidents for which Network Rail is allocated responsibility pursuant to this paragraph 5.2 shall be allocated to Network Rail. Unless and to the extent otherwise agreed, Network Rail shall be allocated responsibility for an incident other than a planned incident (as defined in paragraph 5.7), if that incident:

- (a) is caused wholly or mainly:
 - (i) by breach by Network Rail of any of its obligations under this contract; or
 - (ii) (whether or not Network Rail is at fault) by circumstances within the control of Network Rail in its capacity as operator of the Network; or
 - (iii) (whether or not Network Rail is at fault) by any act, omission or circumstance originating from or affecting the Network (including its operation), including, subject to paragraph 5.3(b)(i), any incident in connection with rolling stock on the Network for which any train operator other than the Train Operator would be allocated responsibility if it were the Train Operator under this contract; or
- (b) causes delay to the commencement of a Train's journey from Blackfriars, and is caused by the late running for any reason whatever of any rolling stock included in that Train when that rolling stock is operated by or on behalf of another train operator (and the parties agree that, notwithstanding Condition A1.1(h) of the Network Code, responsibility for minutes delay so caused shall be allocated as set out in this paragraph 5.2(b) and not in accordance with section 4.17.2 of the Delay Attribution Guide or any other section of the Delay Attribution Guide as may from time to time provide guidance on the attribution of delays so caused).

5.3 *Train Operator responsibility incidents*

Responsibility for Minutes Delay and Cancelled Stops on a day caused by incidents for which the Train Operator is allocated responsibility pursuant to this paragraph 5.3 shall be allocated to the Train Operator. Unless and to the extent otherwise agreed, the Train Operator shall be allocated responsibility for an incident other than a planned incident (as defined in paragraph 5.7) if that incident:

- (a) is caused wholly or mainly:
 - (i) by breach by the Train Operator of any of its obligations under this contract; or
 - (ii) (whether or not the Train Operator is at fault) by circumstances within the control of the Train Operator in its capacity as an operator of trains; or
 - (iii) (whether or not the Train Operator is at fault) by any act, omission or circumstance originating from or affecting rolling stock operated by or on behalf of the Train Operator (including its operation), including any such act, omission or circumstance originating in connection with or at any

station (other than in connection with signalling under the control of Network Rail at that station or physical works undertaken by Network Rail at that station), any light maintenance depot or any network other than the Network; or

- (b) causes delay to:
 - (i) rolling stock operated by or on behalf of another train operator which is delayed in entering or leaving the Network due to any act, omission or circumstance originating in connection with a light maintenance depot or network other than the Network and, as a result of that delay, rolling stock operated by or on behalf of the Train Operator which is scheduled to leave or enter the Network at the connection with that light maintenance depot or other network is then delayed behind the first mentioned rolling stock; or
 - (ii) (except in the circumstances described in paragraph 5.2(b) above) the commencement of a Train's journey, which is caused by the late running for any reason whatever of any rolling stock included in that Train when that rolling stock is operated by or on behalf of another train operator.

5.4 *Joint responsibility incidents*

- (a) Network Rail and the Train Operator shall be allocated joint responsibility for:
 - (i) any incident which is not a planned incident (as defined in paragraph 5.7), caused by an act, omission or circumstance originating in connection with or at a station which:
 - (1) is an act, omission or circumstance which affects the Network, or its operation, and prevents a Train entering or passing through a station at the time it is scheduled to do so; and
 - (2) prevents the access of passengers through the station to or from the Train;and paragraphs 5.2 and 5.3 shall not apply to any such incident; or
 - (ii) any identified incident in respect of which Network Rail and the Train Operator are equally responsible and for which neither Network Rail nor the Train Operator is allocated responsibility under paragraph 5.2 or 5.3.
- (b) Unless and to the extent otherwise agreed, Minutes Delay or Cancelled Stops caused by incidents for which Network Rail and the Train Operator are allocated joint responsibility pursuant to paragraph 5.4(a) shall be allocated 50% to Network Rail and 50% to the Train Operator.

5.5 *Unidentified incidents: Minutes Delay*

Responsibility for Minutes Delay on any day in respect of a Service Group caused by incidents which are unidentified, as recorded under paragraph 4.2(d), shall be allocated as follows:

- (a) if there are any Minutes Delay in respect of the Service Group recorded as being caused by incidents for which Network Rail or the Train Operator are allocated responsibility:

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- (i) 50% of the unidentified Minutes Delay under paragraph 4.2(d) shall be allocated to Network Rail, the Train Operator and joint responsibility incidents *pro rata* to the aggregate Minutes Delay for that Service Group respectively recorded as being their responsibility under this paragraph 5 for that day; and
 - (ii) the balance of the Minutes Delay under paragraph 4.2(d) shall be allocated to Network Rail; and
- (b) if no Minutes Delay on that day in respect of the Service Group are recorded as being caused by incidents for which Network Rail or the Train Operator are allocated responsibility, then Network Rail and the Train Operator shall each be allocated 50% of the unidentified Minutes Delay recorded under paragraph 4.2(d).

5.6 *Unidentified incidents: Cancelled Stops*

Responsibility for Cancelled Stops on a day in respect of a Service Group caused by incidents which are unidentified shall be allocated 50% to Network Rail and 50% to the Train Operator.

5.7 *Planned incidents*

An incident shall be treated as a planned incident if and to the extent that:

- (a) such incident was a Restriction of Use notified in accordance with Schedule 4 by Network Rail to the Train Operator; or
- (b) there is Recovery Time in respect of that incident.

5.8 *Allocation of responsibility for Minutes Delay at Service Group level: aggregate Minutes Delay*

In respect of a Service Group, the aggregate Minutes Delay on a day shall be the aggregate of all Minutes Delay recorded under paragraphs 4.2(a) to 4.2(d) in respect of all Trains in that Service Group scheduled in the Applicable Timetable.

5.9 *Allocation of responsibility for Minutes Delay at Service Group level: Network Rail Minutes Delay*

In respect of a Service Group, the Minutes Delay on a day allocated to Network Rail shall be the aggregate of any Minutes Delay allocated to Network Rail under paragraph 5.2, paragraph 5.4 and paragraph 5.5.

5.10 *Allocation of responsibility for Minutes Delay at Service Group level: Train Operator Minutes Delay*

In respect of a Service Group, the Minutes Delay on a day allocated to the Train Operator shall be the aggregate of any Minutes Delay allocated to the Train Operator under paragraph 5.3, paragraph 5.4 and paragraph 5.5.

5.11 *Network Rail Cancelled Stops at Monitoring Point level*

In respect of a Monitoring Point, the Cancelled Stops on a day allocated to Network Rail shall be the aggregate of any Cancelled Stops allocated to Network Rail under paragraph 5.2, paragraph 5.4 and paragraph 5.6.

5.12 Train Operator Cancelled Stops at Monitoring Point level

In respect of a Monitoring Point, the Cancelled Stops on a day allocated to the Train Operator shall be the aggregate of any Cancelled Stops allocated to the Train Operator under paragraph 5.3, paragraph 5.4 or paragraph 5.6.

6 Statement of allocated responsibility

6.1 Initial statement

For each day, Network Rail shall provide to the Train Operator as soon as reasonably practicable and in any event no later than the following Working Day:

- (a) the allocation of responsibility for incidents made by Network Rail under paragraph 5; and
- (b) a summary for each Service Group showing:
 - (i) the aggregate Minutes Delay and Cancelled Stops recorded under each category set out in paragraph 4.2; and
 - (ii) a list of the Minutes Delay and Cancelled Stops (in each case broken down by incident) recorded as the responsibility of Network Rail and as the responsibility of the Train Operator.

6.2 Further statements

If Network Rail's nominated representative has reasonable grounds to believe that any further incident was the responsibility of the Train Operator or of Network Rail but was not shown as such in the information made available in accordance with paragraph 6.1, then Network Rail may, within seven days after the last Minutes Delay or Cancelled Stop caused by that incident, issue a notice in accordance with paragraph 15 revising the information and/or allocations of responsibility made available under paragraph 6.1.

6.3 Adjustment statements

If Condition B3.3 (adjustment to prior results) applies in respect of all or part of a Period, then Network Rail shall promptly issue to the Train Operator a statement showing the necessary adjustments (if any) to statements already issued and Performance Sums already paid in respect of the Period, and any such adjusting statement shall be treated as if it were a statement under paragraph 11.1 and, subject to paragraph 12.2, an adjusting payment shall be payable within 28 days of Network Rail's statement.

6.4 Disputes about statements of allocated responsibility

- (a) Except to the extent that it has, within two Working Days of receipt, notified Network Rail in accordance with paragraph 15 that it disputes the contents of a statement under paragraphs 6.1 or 6.2, the Train Operator shall be deemed to have agreed the contents of that statement. Any notification of a dispute shall specify the reasons for that dispute.

- (b) The parties shall attempt to resolve disputes notified in accordance with paragraph 6.4(a) as follows:
- (i) within the next two clear Working Days after notification of any dispute, nominated representatives of the parties shall attempt to resolve that dispute; and
 - (ii) if agreement has not been reached after two clear Working Days, representatives authorised by a more senior level of management of the parties shall use all reasonable endeavours to negotiate a resolution of the dispute.
- (c) Negotiations under paragraph 6.4(b)(ii) shall continue, if necessary, until a date no earlier than five clear Working Days after the end of the Period in which the event giving rise to the dispute referred to in paragraph 6.4(a) occurred.

7 Allocation of Minutes Late to Network Rail

In respect of each Monitoring Point, the Minutes Late on a day at that Monitoring Point allocated to Network Rail (MLNR) shall be calculated according to the following formulae:

if MD is greater than zero

$$MLNR = \frac{(MDNR \cdot ML)}{MD} + DMLNR$$

or if MD is equal to zero

$$MLNR = (0.5 \cdot ML) + DMLNR$$

where:

ML is the aggregate Minutes Late at that Monitoring Point on that day for all Trains in that Service Group, calculated in accordance with paragraph 2;

MD is the aggregate Minutes Delay on that day in respect of the Service Group under which that Monitoring Point is listed in column N of Appendix 1, calculated in accordance with paragraph 5.8;

MDNR is that part of such MD allocated to Network Rail in accordance with paragraph 5.9; and

DMLNR is the deemed minutes late at that Monitoring Point on that day allocated to Network Rail, derived from the following formula:

$$DMLNR = RC \cdot CM$$

where:

RC is the number of Cancelled Stops recorded at that Monitoring Point on that day for which Network Rail is allocated responsibility in accordance with paragraph 5.11; and

CM is the Cancellation Minutes for that Service Group set out in column J of Appendix 1.

8 Allocation of Minutes Late to the Train Operator

In respect of each Monitoring Point, the Minutes Late at that Monitoring Point on a day allocated to the Train Operator (MLT) shall be calculated according to the following formulae:

if MD is greater than zero

$$MLT = \frac{(MDT \cdot ML)}{MD} + DMLT$$

or if MD is equal to zero

$$MLT = (0.5 \cdot ML) + DMLT$$

where:

ML is the aggregate Minutes Late at that Monitoring Point on that day for all Trains in that Service Group, calculated in accordance with paragraph 2;

MD is the aggregate Minutes Delay on that day in respect of the Service Group under which that Monitoring Point is listed in column N of Appendix 1, calculated in accordance with paragraph 5.8;

MDT is that part of such MD allocated to the Train Operator in accordance with paragraph 5.10; and

DMLT is the deemed minutes late at that Monitoring Point on that day allocated to the Train Operator, derived from the following formula:

$$DMLT = TC \cdot CM$$

where:

TC is the number of Cancelled Stops recorded at that Monitoring Point on that day for which the Train Operator is allocated responsibility in accordance with paragraph 5.12; and

CM is the Cancellation Minutes for that Service Group set out in column J of Appendix 1.

9 Network Rail Performance Sums

9.1 In respect of a Service Group, the Network Rail Performance Sum (NRPS) for each Period shall be calculated according to the following formula:

$$NRPS = (NRPP - NRWAML) \cdot BF \cdot NRPR$$

where:

NRPP is the Network Rail Performance Point for that Service Group specified in column B of Appendix 1 for the year in which that Period falls;

NRWAML is the aggregate for all Monitoring Points in the Service Group of the weighted average minutes late allocated to Network Rail in accordance with the following formula:

$$NRWAML = \sum \frac{(MLNR \cdot MPW)}{SP}$$

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where:

Σ is the sum across all Monitoring Points in the Service Group;

MLNR is the Minutes Late allocated to Network Rail in respect of each Monitoring Point in that Period, in accordance with paragraph 7;

MPW is the weighting attributable to that Monitoring Point, as specified in column O of Appendix 1; and

SP is the aggregate number of stops to set down passengers at that Monitoring Point scheduled for the Period in the Applicable Timetable for which a stop or Cancelled Stop is recorded in accordance with paragraphs 4.1(a) and (b) except that if SP=0 for any Monitoring Point, then for that Monitoring Point it shall be

deemed that $\frac{(MLNR \cdot MPW)}{SP}$ shall equal zero;

BF is the relevant busyness factor estimated for the Period according to the following formula:

$$BF = \frac{\Sigma(MPW \cdot SD)}{AS}$$

where:

Σ is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to that Monitoring Point, as specified in column O of Appendix 1;

SD is the aggregate number of stops to set down passengers at that Monitoring Point scheduled in the Applicable Timetable for that Period for that Service Group; and

AS is the average number of stops per day at the Monitoring Point scheduled in the Bi-annual Timetable in respect of that Period except that if AS=0 for any Monitoring Point it shall be

deemed that $\frac{(MPW \cdot SD)}{AS}$ shall equal zero; and

NRPR is the relevant Network Rail payment rate for that Service Group specified in column E of Appendix 1 as indexed in accordance with paragraph 13,

provided that:

- (i) if a Capped Value is specified in respect of that Service Group in Appendix 1 and the value of NRPS in respect of any Period is determined in accordance with the formula set out in this paragraph to be greater than

the Capped Value in respect of such Period, then the value of NRPS shall be deemed to be equal to the Capped Value in respect of such Period;

(ii) the Capped Value shall be multiplied by the CV indexation figure for the Relevant Year;

(iii) the CV indexation figure in Relevant Year t shall be derived from the following formula:

$$CV_t = \left(1 + \frac{(RPI_{t-1} - RPI_{2013})}{RPI_{2013}} \right) \bullet \text{Initial Indexation Factor}$$

where:

CV_t means the CV indexation in Relevant Year t;

RPI_{t-1} means the RPI published or determined with respect to the month of November in Relevant Year t-1; and;

RPI₂₀₁₃ means the RPI published or determined with respect to the month of November 2013.

9.2 Where NRPS is less than zero, Network Rail shall pay the amount of the NRPS to the Train Operator. Where NRPS is greater than zero, the Train Operator shall pay that amount to Network Rail.

10 Train Operator Performance Sums

10.1 In respect of a Service Group, the Train Operator Performance Sum (TPS) for each Period shall be calculated according to the following formula:

$$TPS = (TPP - TWAML) \bullet BF \bullet TPR$$

where:

TPP is the Train Operator Performance Point for the Service Group specified in column F of Appendix 1;

TWAML is the aggregate for all Monitoring Points in the Service Group of the weighted average minutes late allocated to the Train Operator in accordance with the following formula:

$$TWAML = \sum \frac{(MLT \bullet MPW)}{SP}$$

where:

\sum is the sum across all Monitoring Points in the Service Group;

MLT is the Minutes Late allocated to the Train Operator in respect of each Monitoring Point in that Period, in accordance with paragraph 8;

MPW is the weighting attributable to that Monitoring Point, as specified in column O of Appendix 1; and

SP is the aggregate number of stops to set down passengers at that Monitoring Point scheduled for the Period in the Applicable Timetable for

which a stop or Cancelled Stop is recorded in accordance with paragraphs 4.1(a) and (b) except that if SP=0 for any Monitoring Point, then for that Monitoring Point it shall be deemed that shall equal zero;

BF is the relevant busyness factor estimated for the Period according to the following formula:

$$BF = \frac{\sum(MPW \cdot SD)}{AS}$$

where:

Σ is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to that Monitoring Point, as specified in column O of Appendix 1;

SD is the aggregate number of stops to set down passengers at the Monitoring Point scheduled in the Applicable Timetable for that Period for that Service Group; and

AS is the average number of stops per day at the Monitoring Point scheduled in the Bi-annual Timetable in respect of that Period except that if AS=0 for any Monitoring Point it shall be deemed that $\frac{(MPW \cdot SD)}{AS}$ shall equal zero; and

TPR is the relevant Train Operator payment rate for that Service Group specified in column I of Appendix 1 as indexed in accordance with the provisions in paragraph 13.

10.2 Where TPS is less than zero, the Train Operator shall pay the amount of the TPS to Network Rail. Where TPS is greater than zero, Network Rail shall pay that amount to the Train Operator.

11 Notification of Performance Sums

11.1 Notification

Within 14 days after the end of each Period, Network Rail shall provide the Train Operator with a statement for each Service Group for that Period showing:

- (a) any Performance Sums for which Network Rail or the Train Operator is liable, together with such supporting information (other than information in respect of incidents recorded as the responsibility of Network Rail) as the Train Operator may reasonably require; and
- (b) any matter referred to in paragraph 6.1 which the Train Operator has disputed in accordance with paragraph 6.4(a) and which is still in dispute.

11.2 Disputes

Within 14 days after receipt by the Train Operator of a statement required under paragraph 11.1, the Train Operator shall notify Network Rail of any aspects of such statement which it disputes, giving reasons for each such dispute. The Train Operator shall not dispute any matter which it has agreed or deemed to have agreed under paragraph 6. Such disputes and any matter referred to in paragraph 11.1(b) shall be

resolved in accordance with the procedure in paragraph 16. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of each statement.

12 Payment procedures

12.1 Payments and set-off

- (a) In respect of any and all Performance Sums for which Network Rail and the Train Operator are liable in any Period, the aggregate liabilities of Network Rail and the Train Operator shall be set off against each other. The balance shall be payable by Network Rail or the Train Operator, as the case may be, within 35 days after the end of the Period to which the payment relates.
- (b) Subject to paragraph 12.2, and save as otherwise provided, all other sums payable under this Schedule 8 shall be paid within 35 days after the end of the Period to which such payment relates.

12.2 Payments in the event of dispute

Where any sum which is payable under this paragraph 12 is in dispute:

- (a) the undisputed amount shall be paid or set off (as the case may be) in accordance with paragraph 12.1;
- (b) the disputed balance (or such part of it as has been agreed or determined to be payable) shall be paid or set off (as the case may be) within 35 days after the end of the Period in which the dispute is resolved or determined; and
- (c) from the date at which such balance would but for the dispute have been due to be paid or set off, the disputed balance shall carry interest (incurred daily and compounded monthly) at the Default Interest Rate, unless the dispute relates to an incident the responsibility for which is the subject of a Joint Inquiry, in which case interest shall be payable at the prevailing base rate of Barclays Bank plc.

13 Payment rates

- 13.1 Each payment rate in columns E and I of Appendix 1 shall be adjusted in respect of Periods in Relevant Year t in accordance with the following formula:

$$R_t = R_{t-1} \cdot \left(1 + \frac{(RPI_{t-1} - RPI_{t-2})}{RPI_{t-2}} \right)$$

Where:

R_t is the relevant rate in the Relevant Year t;

R_{t-1} is the relevant rate in the Relevant Year t-1; and

RPI_{t-1} has the same meaning as set out in Paragraph 9.1 above of this Schedule 8; and

RPI_{t-2} means the RPI published or determined with respect to the month of November in Relevant Year t-2,

but so that in relation to the Relevant Year commencing on 1 April 2014, R_t shall have the relevant value specified in the relevant column (either E or I) of Appendix 1,

multiplied by the Initial Indexation Factor and in the next following Relevant Year, R_{t-1} shall have the same value.

14 Not used

15 Notices

15.1 All notices under this Schedule 8 shall be given in writing and shall be sent by prepaid first class post, email or fax or delivered by hand to the party in question at the address for service last notified by that party.

15.2 Any such notice shall be deemed to have been duly received:

- (a) if sent by prepaid first class post, three days after posting unless otherwise proven;
- (b) if sent by hand, when delivered;
- (c) if sent by facsimile, (subject to confirmation of uninterrupted transmission by a transmission report) before 1700 hours on a business day, on the day of transmission and, in any other case, at 0900 hours on the next following business day (“business day” for these purposes being a day which is not a Saturday, Sunday or a public holiday in the place where the transmission is to be received); and
- (d) if sent by email, (unless a notice of non-delivery is received) upon receipt.

16 Disputes

16.1 If any dispute is notified under paragraph 11.2 it shall be resolved according to the following procedure:

- (a) within seven days of service of the relevant notice (or, if the dispute relates to an incident the responsibility for which is or is to be the subject of a Joint Inquiry, within seven days of publication of the conclusion of that Joint Inquiry), the parties shall meet to discuss the disputed aspects with a view to resolving all disputes in good faith;
- (b) if, for any reason, within seven days of the meeting referred to in paragraph 16.1(a), the parties are still unable to agree any disputed aspects, each party shall promptly and in any event within seven days prepare a written summary of the disputed aspects and the reasons for each such dispute and submit such summaries to the senior officer of each party;
- (c) within 28 days of the first meeting of the parties, the senior officers of the parties shall meet with a view to resolving all disputes; and
- (d) if no resolution results before the expiry of 14 days following that meeting, then either party may refer the matter for resolution in accordance with the ADRR.

17 Amendments to Appendix 1

17.1 Circumstances in which parties agree to amend Appendix 1

Either party may by notice to the other propose that Appendix 1 be amended in accordance with this paragraph 17.

17.2 *Procedure for amendments to Appendix 1*

- (a) The party who wishes to amend Appendix 1 shall notify the other party of any such proposed change and the date from which it proposes that such change will have effect:
 - (i) where such change relates to a forthcoming timetable change, on or before the first day of the month six months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and
 - (ii) in any other case, prior to the date from which it proposes such change shall have effect.
- (b) Any notice under paragraph 17.2(a) shall:
 - (i) specify as far as possible that party's proposed amendments to Appendix 1; and
 - (ii) be accompanied by information and evidence in reasonable detail supporting the change proposed and setting out the reasons for it.
- (c) The party receiving a notice issued under paragraph 17.2(a) shall respond to that notice in writing, in reasonable detail and with reasons for its response, within 56 days of service of such notice.
- (d) Promptly (and in any event within 34 days) following the service of any response under paragraph 17.2(c), the parties shall endeavour to agree whether Appendix 1 should be amended in accordance with this paragraph 17 and, if so, the amendments.
- (e) If the parties fail to reach agreement within 90 days of service of a notice under paragraph 17.2(a), or if prior to that date both parties agree that agreement is unlikely to be reached within that period:
 - (i) either party may notify ORR; and
 - (ii) if ORR elects to determine the matter, the parties shall furnish ORR with such information and evidence as ORR shall require in order to determine the matter, such determination to be binding on the parties.
- (f) If ORR does not elect to determine the matter within 56 days of receipt by ORR of notification in accordance with paragraph 17.2(e)(i), either party may refer the matter for resolution in accordance with the ADRR and the parties shall agree in a Procedure Agreement (such term to have the same meaning as in the ADRR) that:
 - (i) the relevant ADRR Forum shall have regard to any relevant criteria and/or policy statement issued by ORR including in relation to the introduction of any capped value in respect of any Service Group in Appendix 1; and
 - (ii) that the relevant ADRR Forum will set out its reasoning in any determination.
- (g) An amendment to Appendix 1 shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with

this paragraph 17 (other than a determination by ORR pursuant to paragraph 17.2(e)(ii)), the parties shall ensure that ORR is furnished with such amendment and such information and evidence as ORR requires to decide whether or not to approve the amendment.

- (h) Any agreed amendment to Appendix 1 in connection with the proposal referred to in paragraph 17.1 which is agreed by the parties or determined by the relevant ADRR Forum, and which is approved by ORR under section 22 of the Act shall apply with effect from either:
 - (i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 17.2(a)(i) applies); or
 - (ii) the date proposed by the party requesting the change (where paragraph 17.2(a)(ii) applies), unless otherwise agreed by the parties or determined by the relevant ADRR Forum in accordance with paragraph 17.2(f).
- (i) Where ORR determines the matter subject to paragraph 17.2(e)(ii), it may issue a notice to the parties setting out the amendments to be made to Appendix 1 and the date, which may be retrospective, from which they shall take effect.

17.3 Adjustments to the Performance Monitoring System

Network Rail shall make appropriate amendments to the Performance Monitoring System to reflect the amendments to Appendix 1 by the date when in accordance with paragraph 17.2 such amendments are to take effect, or as soon as reasonably practicable thereafter. Where any such amendment to Appendix 1 or any consequential amendment to the Performance Monitoring System is not made until after that date, Network Rail shall, promptly following such amendments being made, issue to the Train Operator a statement showing the necessary adjustments to the statements already issued and the payments already made in respect of Performance Sums up to and including the Period commencing on the date when in accordance with paragraph 17.2 such amendments to Appendix 1 are to take effect. Any such adjusting statement shall be treated as if it were a statement under paragraph 11.1 and, subject to paragraph 12.2, an adjusting payment shall be payable within 35 days of that adjusting statement.

17.4 Costs of implementing amendment

Network Rail shall (subject to any determination of the relevant ADRR Forum as to costs, where a matter is referred to that forum under paragraph 17.2(f)) be entitled to ninety percent (90%) of costs incurred by or on behalf of Network Rail in assessing and implementing any amendments to Appendix 1 and the Performance Monitoring System, provided that those costs shall be the minimum reasonably necessary for Network Rail to assess and implement that amendment.

17.5 Relationship with Appendix 3 and remainder of Schedule 8

References in this paragraph to amendments to Appendix 1 shall include any amendments to Appendix 3 or any other relevant parts of Schedule 8 which are agreed or determined to be reasonably required in connection with those amendments to Appendix 1.

17A ETCS Amendments

17A.1 Circumstances in which ETCS Amendments can be made

- (a) Either party may by notice to the other propose that amendments are made to this Schedule 8 (and to any other provisions of this contract as a result of those amendments) as a consequence of the introduction of ETCS on any of the Routes that the Train Operator has permission to use ("**ETCS Amendments**").
- (b) ORR may make ETCS Amendments, subject to complying with paragraph 17A.3.

17A.2 ETCS Amendments agreed by the parties

- (a) A party that wishes to make ETCS Amendments shall serve a notice on the other party that:
 - (i) specifies as far as possible the proposed ETCS Amendments and the date from which they are to have effect; and
 - (ii) is accompanied by information and evidence in reasonable detail supporting the proposed ETCS Amendments and setting out the reasons for making them.
- (b) The party receiving a notice under paragraph 17A.2(a) shall respond in writing, in reasonable detail and with reasons for its response, within 30 Working Days of service of such notice.
- (c) Promptly, and in any event within 20 Working Days following service of a response pursuant to paragraph 17A.2(b), the parties shall use reasonable endeavours to agree the wording of the proposed ETCS Amendments and the date on which they are to have effect.
- (d) If:
 - (i) the parties agree to make ETCS Amendments pursuant to paragraph 17A.2(c); or
 - (ii) the parties fail to reach agreement within 50 Working Days of service of a notice under paragraph 17A.2(a), or prior to that date the parties agree that it is unlikely that agreement will be reached within that period,

they shall notify ORR.

17A.3 ORR right to approve, determine or make ETCS Amendments

- (a) If ORR:
 - (i) receives a notification under paragraph 17A.2(d); or
 - (ii) proposes to make ETCS Amendments itself,then in deciding whether to approve, determine or make (as the case may be) the ETCS Amendments it shall:
 - (A) give the parties and such other persons, if any, as it considers appropriate, the opportunity to make representations in relation to the proposed ETCS Amendments; and
 - (B) take into account any representations received before making its decision, such decision to specify the date on which the ETCS Amendments shall have effect.

- (b) ORR may require either party to provide such information as it may reasonably require to make a decision pursuant to paragraph 17A.3(a), and such information shall be provided in accordance with any timescales and to the standard required by ORR.

18. Compensation for sustained poor performance

18.1 Definitions

In this paragraph 18, unless the context otherwise requires:

“**Average Periodic Liability**” means one thirteenth of the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;

“**Calculation Term**” means the 13 Periods immediately preceding each Periodic Liability Date;

“**Periodic Liability Date**” means the first day of the first, fourth, seventh and eleventh Periods in each Relevant Year ignoring for these purposes any Period that commences before the Transition Date as referred to in Clause 19; and

“**SPP Threshold**” means the value specified in respect of the end of the relevant Calculation Term in Appendix 3 (as indexed in accordance with paragraph 19).

18.2 Indemnity

Network Rail shall indemnify the Train Operator against all Relevant Losses in accordance with this paragraph 18 if, and to the extent that, the Average Periodic Liability shows Network Rail has exceeded (that is, equalled or been worse than) the relevant SPP Threshold.

18.3 Determination of Relevant Losses

Subject to paragraph 18.4, the liability of Network Rail under paragraph 18.2 for sustained poor performance (SPPL) shall be determined in accordance with the following formula:

$$\text{SPPL} = \text{RL} - \text{PS}$$

where:

RL means the Train Operator’s Relevant Losses arising as a direct result of Minutes Delay and Cancelled Stops during the Calculation Term in each

case insofar as these do not arise as a result of an incident for which the Train Operator is allocated responsibility pursuant to paragraph 5.3; and

PS means the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;

18.4 Restrictions on claims by Train Operator

The Train Operator shall not be entitled to make a claim for Relevant Losses pursuant to this paragraph 18:

- (a) if and to the extent that it has previously recovered those Relevant Losses whether under this paragraph 18 or otherwise; or
- (b) in relation to any Calculation Term or part of it that precedes the Transition Date as referred to in Clause 19.

19 SPP Indexation

19.1 SPP Indexation

Each value specified in Appendix 3 shall be multiplied by the SPP indexation figure for the Relevant Year.

19.2 Application of SPP Indexation

The SPP indexation figure in Relevant Year t shall be derived from the following formula:

$$\mathbf{SPPI_t} = \left(1 + \frac{(\mathbf{RPI_{t-1}} - \mathbf{RPI_{2013}})}{\mathbf{RPI_{2013}}} \right) \bullet \mathbf{Initial\ Indexation\ Factor}$$

where:

SPPI_t means the SPP indexation in Relevant Year t;
RPI_{t-1} has the meaning as set out in Paragraph 9.1 above of this Schedule 8;
and
RPI₂₀₁₃ has the meaning as set out in Paragraph 9.1 above of this Schedule 8.

APPENDIX 1

A	B		C	D	E	F	G	H	I	J	K	L		M	N	O
			Network Rail			TOC										
Service Group	Performance Point	Payment Rate			Performance Point	Payment Rate			Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting	
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total								
EG01	2014-15	∞			∞	∞			∞	23	90	710	TL Mainline North	Forward	St Albans	∞
Bedford	2015-16	∞										710	TL Mainline North	Forward	Luton	∞
Mainline	2016-17	∞										710	TL Mainline North	Forward	Bedford	∞
Off-Peak	2017-18	∞										710	TL Mainline North	Reverse	St Albans	∞
	2018-19	∞										710	TL Mainline North	Reverse	London St Pancras	∞
												710	TL Mainline North	Reverse	London Blackfriars	∞

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
	Network Rail				TOC										
Service Group	Performance Point	Payment Rate			Performance Point	Payment Rate			Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting	
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EG01	2014-15	∞		∞	∞			∞	15	60	710	TL Mainline North	Forward	St Albans City	∞
Bedford	2015-16	∞									710	TL Mainline North	Forward	Luton	∞
Mainline	2016-17	∞									710	TL Mainline North	Forward	Bedford	∞
Peak	2017-18	∞									710	TL Mainline North	Reverse	St Albans	∞
	2018-19	∞									710	TL Mainline North	Reverse	London St Pancras	∞
											710	TL Mainline North	Reverse	London Blackfriars	∞

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				TOC				Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EG02				∞	∞			∞	23	90	711	TL Mainline South	Forward	East Croydon	∞
Brighton	2014-15	∞									711	TL Mainline South	Forward	London Bridge	∞
Main Line	2015-16	∞									711	TL Mainline South	Forward	London Blackfriars	∞
Off-Peak	2016-17	∞									711	TL Mainline South	Forward	Faringdon	∞
	2017-18	∞									711	TL Mainline South	Reverse	East Croydon	∞
	2018-19	∞									711	TL Mainline South	Reverse	Gatwick Airport	∞
											711	TL Mainline South	Reverse	Haywards Heath	∞
											711	TL Mainline South	Reverse	Brighton	∞

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				TOC				Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EG02				∞	∞			∞	30	120	711	TL Mainline South	Forward	East Croydon	∞
Brighton	2014-15	∞									711	TL Mainline South	Forward	London Bridge	∞
Main Line	2015-16	∞									711	TL Mainline South	Forward	London Blackfriars	∞
Peak	2016-17	∞									711	TL Mainline South	Forward	Faringdon	∞
	2017-18	∞									711	TL Mainline South	Reverse	East Croydon	∞
	2018-19	∞									711	TL Mainline South	Reverse	Gatwick Airport	∞
											711	TL Mainline South	Reverse	Haywards Heath	∞
											711	TL Mainline South	Reverse	Brighton	∞

A	B		C	D	E	F	G		H	I	J	K	L		M	N		O
Service Group	Performance Point		Network Rail			TOC			Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point		Weighting		
			Payment Rate			Payment Rate												
			(Not Used)	(Not Used)	Total	(Not Used)	(Not Used)	Total										
EG03					✗	✗				✗	23	90	712	TL Suburban South	Forward	Wimbledon	✗	
South	2014-15	✗											712	TL Suburban South	Forward	Tulse Hill	✗	
London	2015-16	✗											712	TL Suburban South	Forward	London Blackfriars	✗	
Off-Peak	2016-17	✗											712	TL Suburban South	Forward	Farringdon	✗	
	2017-18	✗											712	TL Suburban South	Reverse	Elephant & Castle	✗	
	2018-19	✗											712	TL Suburban South	Reverse	Tulse Hill	✗	
													712	TL Suburban South	Reverse	Wimbledon	✗	
													712	TL Suburban South	Reverse	Sutton	✗	

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
		Network Rail			TOC										
Service Group	Performance Point	Payment Rate			Performance Point	Payment Rate			Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EG03				∞	∞			∞	30	120	712	TL Suburban South	Forward	Wimbledon	∞
South	2014-15 ∞										712	TL Suburban South	Forward	Tulse Hill	∞
London	2015-16 ∞										712	TL Suburban South	Forward	London Blackfriars	∞
Peak	2016-17 ∞										712	TL Suburban South	Forward	Farringdon	∞
	2017-18 ∞										712	TL Suburban South	Reverse	Elephant & Castle	∞
	2018-19 ∞										712	TL Suburban South	Reverse	Tulse Hill	∞
											712	TL Suburban South	Reverse	Wimbledon	∞
											712	TL Suburban South	Reverse	Sutton	∞

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EG04 Inners Off-Peak				∞	∞			∞	30	120	713 713 713 713 713 714 714 714 714 714 714 714	Moorgate/King's X – Welwyn GC Moorgate/King's X – Welwyn GC Moorgate/King's X – Welwyn GC Moorgate/King's X – Welwyn GC Moorgate/King's X – Welwyn GC Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth	Forward Forward Forward Reverse Reverse Forward Forward Forward Reverse Reverse Reverse Reverse	London King's Cross Finsbury Park Moorgate East (GN) Welwyn Garden City Potters Bar King's Cross Moorgate East (GN) Finsbury Park Hertford North Gordon Hill Letchworth Garden City Stevenage	∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EG04 Northern Inners Peak				∞	∞			∞	23	90	713 713 713 713 713 714 714 714 714 714 714	Moorgate/King's X – Welwyn GC Moorgate/King's X – Welwyn GC Moorgate/King's X – Welwyn GC Moorgate/King's X – Welwyn GC Moorgate/King's X – Welwyn GC Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth Moorgate/King's X – Hertford North - Letchworth	Forward Forward Forward Reverse Reverse Forward Forward Forward Reverse Reverse Reverse	London King's Cross Finsbury Park Moorgate East (GN) Welwyn Garden City Potters Bar London King's Cross Moorgate East (GN) Finsbury Park Hertford North Gordon Hill Letchworth Garden City Stevenage	∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EG05				∞	∞			∞	30	120	715	King's X - Cambridge (fast)/Ely/Kings Lynn	Forward	Ely	∞
Northern											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Forward	Cambridge	∞
Outers											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Forward	Royston	∞
Off-Peak											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Forward	London King's Cross	∞
											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Reverse	Royston	∞
											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Reverse	Cambridge	∞
											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Reverse	Ely	∞
											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Reverse	King's Lynn	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Forward	Royston	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Forward	London King's Cross	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Reverse	Letchworth Garden City	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Reverse	Royston	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Reverse	Cambridge	∞
											717	King's X-Huntingdon/Peterborough	Forward	London King's Cross	∞
											717	King's X-Huntingdon/Peterborough	Forward	Welwyn GC	∞
											717	King's X-Huntingdon/Peterborough	Forward	Finsbury Park	∞
											717	King's X-Huntingdon/Peterborough	Reverse	Hitchin	∞
											717	King's X-Huntingdon/Peterborough	Reverse	Huntingdon	∞
											717	King's X-Huntingdon/Peterborough	Reverse	Peterborough	∞

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EG05				∞	∞			∞	23	90	715	King's X - Cambridge (fast)/Ely/Kings Lynn	Forward	Ely	∞
Northen											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Forward	Cambridge	∞
Outers											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Forward	Royston	∞
Peak											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Forward	London King's Cross	∞
											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Reverse	King's Lynn	∞
											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Reverse	Ely	∞
											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Reverse	Cambridge	∞
											715	King's X - Cambridge (fast)/Ely/Kings Lynn	Reverse	Royston	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Forward	Royston	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Forward	London King's Cross	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Reverse	Letchworth Garden City	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Reverse	Royston	∞
											716	King's X - Letchworth/Royston/Cambridge (slow)	Reverse	Cambridge	∞
											717	King's X-Huntingdon/Peterborough	Forward	London King's Cross	∞
											717	King's X-Huntingdon/Peterborough	Forward	Finsbury Park	∞
											717	King's X-Huntingdon/Peterborough	Reverse	Hitchin	∞
											717	King's X-Huntingdon/Peterborough	Reverse	Huntingdon	∞
											717	King's X-Huntingdon/Peterborough	Reverse	Peterborough	∞

A	B			C			D	E	F	G			H	I	J	K	L		M	N	O
Service Group	Network Rail						TOC						Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting		
	Performance Point	Payment Rate			Performance Point	Payment Rate															
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total													
EG06 Kentish Town All Trains	2014-15	✗			✗	✗					✗	15	60	709	TL Blackfriars – Kentish Tn	Forward	Farringdon	✗			
	2015-16	✗												709	TL Blackfriars – Kentish Tn	Forward	Kentish Town	✗			
	2016-17	✗												709	TL Blackfriars – Kentish Tn	Reverse	London St Pancras	✗			
	2017-18	✗												709	TL Blackfriars – Kentish Tn	Reverse	London Blackfriars	✗			
	2018-19	✗																			

Appendix 2 – Charter Destination Points

Not Used.

APPENDIX 3 - SPP THRESHOLD

	Period:	3	6	10	13
2014/15		✂	✂	✂	✂
2015/16		✂	✂	✂	✂
2016/17		✂	✂	✂	✂
2017/18		✂	✂	✂	✂
2018/19		✂	✂	✂	✂

SCHEDULE 9: LIMITATION ON LIABILITY

1 Definitions

In this Schedule

““Liability Cap” means:

- (a) in relation to the first Contract Year, the sum of £57,012,657; and
- (b) in relation to any subsequent Contract Year, the sum calculated in accordance with the following formula:

$$C_n = C_1 * \left(\frac{RPI_n}{RPI_1} \right)$$

where:

- (i) C_1 is the sum of £57,012,657;
- (ii) C_n is the Liability Cap in the nth subsequent Contract Year;
- (iii) RPI_n is the Retail Prices Index (as defined in Schedule 7) published or determined with respect to the first month of the subsequent Contract Year n; and
- (iv) RPI_1 is the Retail Prices Index (as defined in Schedule 7) published or determined with respect to the month in which this contract became effective under Clause 3.1.”

2 Application

The limitations on liability contained in this Schedule apply in the circumstances set out in Clause 11.5.

3 Limitation on Network Rail’s liability

In relation to any claim for indemnity made by the Train Operator to which this Schedule 9 applies:

- (a) Network Rail shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Contract Year to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year; and
- (b) to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and Network Rail shall have no further liability for it.

4 Limitation on Train Operator’s liability

In relation to any claims for indemnity made by Network Rail to which this Schedule 9 applies:

- (a) the Train Operator shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Contract Year to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year; and
- (b) to the extent its liability for such claims exceeds the Liability Cap for such Contract Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and the Train Operator shall have no further liability for it.

5 Disapplication of limitation

To the extent that any Relevant Losses:

- (a) result from a conscious and intentional breach by a party; or
- (b) are in respect of obligations to compensate any person for liability for death or personal injury, whether resulting from the negligence of a party or the negligence of any of its officers, employees or agents or from a failure by a party to comply with its Safety Obligations,

such Relevant Losses:

- (i) shall not be subject to the limitation of liability in Schedule 9; and
- (ii) shall not be taken into account when calculating the amount of Relevant Losses in respect of claims admitted or finally determined in a Contract Year for the purposes of the limitations of liability in this Schedule 9.

6 Exclusion of legal and other costs

The limits on the parties' liabilities provided for in paragraphs 3 and 4 shall not apply to costs incurred in recovering any amount under a relevant claim, including legal, arbitral and other professional fees and expenses.

7 Exclusion of certain Relevant Losses

A party shall have no claim for Relevant Losses to the extent that such Relevant Losses result from its own negligence or breach of this contract.

8 Continuing breaches

Nothing in this Schedule 9 shall prevent a party making a new claim for indemnity in respect of a continuing breach of contract which:

- (a) is a continuing breach of contract which continues for more than 12 months;
- (b) is a continuing breach of contract which continues beyond a period within which it might reasonably be expected to have been remedied; or
- (c) is a breach of a Performance Order in relation to a breach of contract,

but any such new claim shall not include any sum which was the subject matter of a previous claim and was extinguished by virtue of paragraph 3(b) or 4(b).

9 Final determination of claims

For the purpose of this Schedule 9, a determination of a claim for Relevant Losses by a Court or other tribunal shall be treated as final when there is no further right of appeal or review from such determination or in respect of which any right of appeal or review has been lost, whether by expiry of time or otherwise.

SCHEDULE 10: NETWORK CODE AND TRACTION ELECTRICITY RULES MODIFICATIONS

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 modification notice as supplemented (where appropriate) by a notice of consent to requisite adaptations or a notice of determined requisite adaptations.

1.2 Retrospective effect

No relevant notice may have retrospective effect.

2 Modification notice

2.1 Meaning

A modification notice is a notice given by ORR to the parties for the purposes of this contract which modifies specified provisions of this contract (other than this Schedule 10) by making such modifications as are consequential upon, or necessary to give full effect to, any change to the Network Code or the Traction Electricity Rules.

2.2 Contents of modification notice

A modification notice shall state:

- (a) the modifications which are to be made to this contract;
- (b) the date from which specified modifications are to have effect; and, if any such modifications are to have effect from different dates, the dates applicable to each modification; and
- (c) which of the specified modifications are to be subject to adaptation and the backstop date for the requisite adaptations in question.

3 Adaptation procedure

3.1 Application

This paragraph 3 applies in the case of specified modifications which are specified as being subject to adaptation.

3.2 Negotiation of adaptations

In respect of the modifications in each modification notice:

- (a) within 14 days of the date of service of the relevant modification notice, the parties shall meet and in good faith negotiate and attempt to agree the requisite adaptations;
- (b) each party shall ensure that:

- (i) such negotiations are conducted in good faith in a timely, efficient and economical manner, with appropriate recourse to professional advice; and
- (ii) ORR's criteria are applied in the negotiations; and
- (c) the negotiations shall not continue after the backstop date.

3.3 *Agreed adaptations - notice to the Office of Rail Regulation*

If the parties have agreed the requisite adaptations on or before the backstop date, not later than seven days after the backstop date the agreed requisite adaptations shall be sent by the parties to ORR for its consent, together with a statement, signed by or on behalf of both parties:

- (a) stating the reasons for the agreed requisite adaptations;
- (b) stating the extent to which and ways in which ORR's criteria have been applied in arriving at the agreed requisite adaptations and, in any case where they have not been applied, the reasons; and
- (c) giving such other information as ORR may have requested.

3.4 *Agreed adaptations – Office of Rail Regulation's consent*

If ORR is satisfied with the agreed requisite adaptations, and it gives a notice of consent to requisite adaptations, they shall have effect as provided for in paragraph 3.8.

3.5 *Agreed requisite adaptations – Office of Rail Regulation's refusal of consent*

If ORR gives notice to the parties that it is not satisfied with any or all of the agreed requisite adaptations, it may:

- (a) require the parties again to follow the procedure for negotiating requisite adaptations (with such modifications as to time limits as it specifies), in which case they shall do so; or
- (b) determine the requisite adaptations itself.

3.6 *Requisite adaptations - failure to agree or submit*

If the parties have failed to submit agreed requisite adaptations to ORR for its consent within seven days after the backstop date, it may determine the requisite adaptations itself.

3.7 *Notice of determined requisite adaptations*

A notice of determined requisite adaptations is a notice:

- (a) given by ORR to the parties for the purposes of this paragraph 3 following the failure of the parties to send to ORR within seven days of the backstop date requisite adaptations to which it gives its consent; and
- (b) which states the requisite adaptations which ORR has determined should be made using its powers to do so under paragraph 3.5 or 3.6.

3.8 *Effect of requisite adaptations*

Requisite adaptations established either:

- (a) by agreement of the parties and in respect of which ORR has given a notice of consent to requisite adaptations under paragraph 3.4; or
- (b) by the determination of ORR under paragraph 3.5 or 3.6 and stated in a notice of determined requisite adaptations,

shall have effect from such date as ORR states in the relevant notice of consent to requisite adaptations or (as the case may be) the relevant notice of determined requisite adaptations.

4 Procedural matters

4.1 More than one notice

More than one modification notice may be given.

4.2 Differences etc as to requisite adaptations

Any difference or question as to whether any thing is a requisite adaptation shall be determined by ORR:

- (a) on the application of either party; and
- (b) in accordance with such procedure (including as to consultation) as ORR may by notice to the parties determine.

4.3 Co-operation and information

If ORR gives notice to either or both of the parties that it requires from either or both of them information in relation to any requisite adaptation or proposed requisite adaptation:

- (a) the party of whom the request is made shall provide the requested information promptly and to the standard required by ORR; and
- (b) if that party fails timeously to do so, 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.

4.4 Office of Rail Regulation's criteria

In relation to the negotiation of any requisite adaptation, ORR shall be entitled to:

- (a) give to the parties any criteria which it requires to be applied in the negotiations; and
- (b) modify the criteria after consultation.

4.5 Procedural modifications

In relation to the procedure in paragraph 3 for the agreement or establishment of requisite adaptations (including the times within which any step or thing requires to be done or achieved):

- (a) such procedure may be modified by ORR by a notice of procedural modification given by it to the parties; but
- (b) ORR may give a notice of procedural modification only if it is satisfied that it is necessary or expedient to do so in order to promote or achieve the objectives specified in section 4 of the Act or if such a notice is requested by both parties.

4.6 *Dates*

In this Schedule 10:

- (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.

4.7 *Requirement for prior consultation*

No relevant notice shall have effect unless:

- (a) ORR has first consulted the parties and the Secretary of State in relation to the proposed relevant notice in question;
- (b) in the consultations referred to in paragraph 4.7(a), ORR has made available to the parties and the Secretary of State such drafts of the proposed relevant notice as it considers are necessary so as properly to inform them of its contents;
- (c) ORR has given each party and the Secretary of State the opportunity to make representations in relation to the proposed relevant notice and has taken into account all such representations (other than those which are frivolous or trivial) in making its decision on the relevant notice to be given;
- (d) ORR has notified the parties and the Secretary of State as to its conclusions in relation to the relevant notice in question (including by providing to each such person a copy of the text of the proposed relevant notice) and its reasons for those conclusions; and
- (e) in effecting the notifications required by paragraph 4.7(d), ORR has treated as confidential any representation (including any submission of written material) which (and to the extent that) the person making the representation, by notice in writing to ORR or by endorsement on the representation of words indicating the confidential nature of such representation, has specified as confidential information.

4.8 *Consolidated contract*

Not later than 28 days after the giving of the last of:

- (a) a modification notice; and
- (b) a notice of determined requisite adaptations or a notice of consent to requisite adaptations (as the case may be),

Network Rail shall prepare and send to the Train Operator, ORR and the Secretary of State a copy of this contract as so modified.

4.9 *Saving*

Nothing in this Schedule 10 affects:

- (a) the right of either party to approach and obtain from ORR guidance in relation to the requisite adaptations; or

- (b) the right of ORR at any time to effect modifications to either the Network Code under Condition C8 of that code, or the Traction Electricity Rules pursuant to the provisions contained therein.

5 Definitions

In this Schedule 10:

- “backstop date”** means the date (being not earlier than 28 days from the date of the modification notice) specified as such in a modification notice (or such later date as may be established under paragraph 3.5(a) or 4.6);
- “modification notice”** has the meaning ascribed to it in paragraph 2.1;
- “notice of consent to requisite adaptations”** means a notice given by ORR under paragraph 3.4;
- “notice of determined requisite adaptations”** has the meaning ascribed to it in paragraph 3.7;
- “notice of procedural modification”** means a notice given by ORR to the parties under paragraph 4.5 modifying any aspect of the procedure in this Schedule 10 for the agreement or establishment of requisite adaptations;
- “ORR’s criteria”** means the criteria established by ORR for the purposes of the negotiation of requisite adaptations and given to the parties, or modified, under paragraph 4.4;
- “relevant notice”** means a modification notice, notice of determined requisite adaptations, notice of procedural modification or notice of modification of ORR’s criteria;
- “requisite adaptations”** in relation to specified modifications, means the amendments (including the addition of information) to the provisions in question which are necessary or expedient so as to give full effect to them in the particular circumstances of the case, and “adaptation” shall be construed accordingly; and
- “specified”** means specified in a modification notice.

SCHEDULE 11 RELEVANT SCHEDULE 8 MODIFICATIONS ^{30th}

1 Automatic effect

1.1 General

This contract shall have effect:

- (a) with the Relevant Schedule 8 Modifications; and
- (b) from the date,

specified by ORR in a Notice of Consent or Notice of Determined Relevant Schedule 8 Modifications.

1.2 Retrospective effect

A Notice of Consent or Notice of Determined Relevant Schedule 8 Modifications may have retrospective effect.

2 Procedures governing Relevant Schedule 8 Modifications

2.1 Negotiation of Relevant Schedule 8 Modification

In respect of the Relevant Schedule 8 Modifications:

- (a) the parties shall, within 14 days from the Start Date, meet and negotiate and attempt to agree the Relevant Schedule 8 Modifications;
- (b) 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; and
- (c) the negotiations shall not continue after the Backstop Date.

2.2 Relevant Schedule 8 Modifications - failure to agree

If the parties fail to agree the Relevant Schedule 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) Network Rail shall within 5 Working Days notify ORR in writing of such submission to arbitration.

2.3 Use of the ORR's Criteria in arbitration

If a matter is referred to arbitration under paragraph 2.2, the arbitrator shall be required by the parties to:

- (a) determine the Relevant Schedule 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 Schedule 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 Schedule 8 Modifications and, in any case where they have not been applied, give the reasons.

2.4 *Relevant Schedule 8 Modifications – notice to ORR*

Not later than 7 days after the Backstop Date or the conclusion of arbitration, as the case may be, the Relevant Schedule 8 Modifications shall be sent by the parties to ORR for its consent, together with a statement, signed by or on behalf of both parties:

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

2.5 *Relevant Schedule 8 Modifications – ORR's consent*

If ORR is satisfied with the Relevant Schedule 8 Modifications submitted to it pursuant to paragraph 2.4, and it gives a notice to that effect, such modifications shall have effect as provided for in paragraph 1.1.

2.6 *Relevant Schedule 8 Modifications – ORR's refusal of consent*

If ORR gives notice to the parties that it is not satisfied with any or all of the proposed Relevant Schedule 8 Modifications, it may:

- (a) require the parties again to follow the procedure or any part of the procedure set out in paragraphs 2.1 to 2.4 for agreeing Relevant Schedule 8 Modifications (with such modifications as to time limits as it specifies), in which case they shall do so; or
- (b) following such consultation with the parties as it considers necessary, determine the Relevant Schedule 8 Modifications itself and give a notice specifying such Relevant Schedule 8 Modifications.

2.7 *Payment adjustments*

Within 10 Working Days of the date of any notice referred to in paragraph 1.1 the parties shall make such adjustments to the payments made under Schedule 8 as are necessary to ensure that the parties are in the financial position in respect of the Relevant Schedule 8 Modifications as if those modifications had had effect from the date specified in the notice given under paragraph 1.1.

3 Procedural matters

3.1 Co-operation and information

If 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 Schedule 8 Modifications or proposed Relevant Schedule 8 Modifications:

- (a) the party of whom the request is made shall provide the requested information promptly and to the standard required by ORR; and
- (b) if that party fails timeously to do so, 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.

3.2 *ORR's Criteria*

Any Relevant Schedule 8 Modifications shall:

- (a) be drafted to meet a high standard of simplicity, clarity and legal precision;
- (b) use definitions, terminology and numbering, including any bespoke provisions based on previous track access agreements, which are consistent with the defined terms, terminology and numbering used in this contract;
- (c) take account, where relevant, of the 'Criteria and procedures for the approval of track access contracts' published by the Office of the Rail Regulator on 27 November 2008; and
- (d) take account of the duties of ORR under section 4 of the Railways Act 1993.

3.3 *Procedural modifications*

In relation to the procedure in paragraph 2 for the Relevant Schedule 8 Modifications (including the times within which any step or thing requires to be done or achieved):

- (a) such procedure may be modified by ORR by a Notice of Procedural Modifications; but
- (b) 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 section 4 of the Act or if it is requested by both parties.

3.4 *Dates*

In this Schedule:

- (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.

3.5 *Consolidated contract*

Not later than 28 days after the giving of a Notice of Consent or Notice of Determined

Relevant Schedule 8 Modifications, Network Rail shall prepare and send to the Train Operator and ORR a copy of this contract as so modified.

3.6 *Saving*

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

4 Definitions

In this Schedule 11:

“Backstop Date” means the date falling 56 days after the Start Date (or such later date as may be established under paragraph 2.6(a) or 3.3);

“Notice of Consent” means a notice given by ORR to the parties under paragraph 2.5;

“Notice of Determined Relevant Schedule 8 Modifications” means a notice given by ORR to the parties under paragraph 2.6 (b);

“Notice of Procedural Modifications” means a notice given by ORR to the parties under paragraph 3.3 modifying any aspect of the procedures in this Schedule;

“ORR’s Criteria” means the criteria set out in paragraph 3.2;

“Start Date” means the day falling immediately after the last day of the sixth Period of 2009;

“Relevant Schedule 8 Modifications” means:

- (a) any modifications to Appendix 1 and Appendix 3 of Schedule 8 which are necessary or desirable to achieve the objectives set out in ORR’s Criteria in the most efficient and economic manner; and
- (b) any modifications to any other part of Schedule 8 of this contract which are necessary as a consequence of any modifications under paragraph (a).”

First Capital Connect Limited – Consolidated Track Access Contract

END NOTES

(i) **Schedule 12 of the Agreement (01 April 2006)**

The amendments set out in Schedule 12 were incorporated into the Agreement.

(ii) **First SG Supplemental Agreement dated 08 June 2006**

Details of the second party to the Track Access Contract were amended as follows:

Party (2) was deleted in its entirety and replaced with:

“First Capital Connect Limited, a company registered in England under number 5281077 having its registered office at Macmillan House, Paddington Station, London W2 1TY (the “Train Operator”)”

Schedule 1, Paragraph 2

Paragraph 2 was deleted in its entirety and replaced with the words

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

First Capital Connect Limited
Hertford House
1 Cranwood Street
London
EC1V 9QA

Tel: (020) 7713 2275

Fax: (020) 7713 2147

All written notices to be marked:

“URGENT: ATTENTION THE MANAGING DIRECTOR””

Schedule 5, Table 2.1

Table 2.1 for Service Groups EG01, EG02, EG03 and EGO4 were deleted in their entirety and replaced with the Tables in Appendix 1 to this Supplemental Agreement.

Schedule 7, Appendix 7C

Appendix 7C (Default Train Consist Data) of Schedule 7 was amended by insertion of an additional row at the end of the existing table:

24207003	Non revenue earning trains	1 x class 319 Electric Multiple Unit (1 motor unit and 3 trailer units)
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(iii) **Second SG Supplemental Agreement dated 08 November 2006**

The front page of the contract was amended by the replacement of the words “Thameslink Rail Limited” with the words “First Capital Connect Limited”.

The execution clause of the Contract was amended by the insertion of the words “this contract was transferred to First Capital Connect Limited on 1 April 2006 by means of a statutory transfer scheme” after the words “Thameslink Rail Limited”.

Schedule 5, Table 2.1

Table 2.1 for Service Groups EG01, EG02, EG04 and EGO5 was amended.

In Service Group EG01 the service from Bedford to Moorgate Thameslink was amended.

In EG02 the services from Blackfriars to East Croyden via London Bridge and Blackfriars to Three Bridges via London Bridge were amended.

In EG04, the services Welwyn Garden City to King’s Cross with the description “fast”, Moorgate GN to Hertford North with the description “all stations” and King’s Cross to Welwyn Garden City with the description “all stations” were amended.

In EG05, the services from Cambridge to King’s Cross via Welwyn Garden City with the description “semi-fast”, and from Royston to King’s Cross via Welwyn Garden City with the description “semi-fast” were amended. The service from Ely to King’s Cross via Welwyn Garden City with the description “stopping” was deleted and replaced by a service from Ely to Cambridge with the description “stopping”, the service from Peterborough to King’s Cross via Welwyn Garden City with the description “stopping” was amended, and an additional service from Huntingdon to King’s Cross via Welwyn Garden City with the description “stopping” was inserted.

Schedule 5, Table 3.1a

Table 3.1a for Service Group EGO4 was amended by replacing the wording in the third row of columns 2 and 3, and by amending the service from Letchworth Garden City/Hitchin/Welwyn Garden City to King’s Cross via Welwyn Garden City.

The service from Royston to King’s Cross via Welwyn Garden City in Service Group EGO5 was amended.

Schedule 5, Table 4.1

Table 4.1 for Service Group EG05 shall be amended by the insertion of a service from Cambridge to Ely with the description “all stations”, the deletion of the service between Ely and King’s Cross via Welwyn Garden City with the description “stopping” and the insertion of a service from Huntingdon to King’s Cross via Welwyn Garden City with the description “stopping”.

Schedule 7, Appendix 7C

Appendix 7C (Default Train Consist Data) of Schedule 7 was deleted in its entirety and replaced.

(iv) Third SG Supplemental Agreement dated 06 December 2006

A new Clause 6.5 was inserted into the front section as follows:

“6.5 Relevant Schedule 7 modifications

Schedule 13 shall have effect.”

Schedule 2, Paragraph 5

Paragraph 5 of Schedule 2 was amended by the insertion of a new paragraph 5 b) iii) which reads “Cricklewood Sidings”.

Schedule 5, Table 2.1

Table 2.1 for Service Group EG01 was amended. The services from Bedford to Blackfriars, Bedford to Moorgate Thameslink, Moorgate Thameslink to Bedford, Farringdon to Bedford, and Blackfriars to Farringdon were amended.

Schedule 5, Table 8.4

Table 8.4 was deleted in its entirety and replaced.

Schedule 7, Part 5

Part 5 of Schedule 7 was amended by the insertion of new paragraphs 2(d) and 2(e).

Schedule 13

A new Schedule 13 was inserted.

(v) Fourth SG Supplemental Agreement dated 18 December 2006

Schedule 5, Table 2.3

Table 2.3 (“Passenger Train Slots (Special Events)”) was deleted in its entirety and replaced with a new Table 2.3.

(vi) Fifth SG Supplemental Agreement dated 18 January 2007

The definition of “Expiry Date” in Clause 1.1 (Definitions) of the Contract was amended by replacing the words “09 December 2007” with the words “Principal Change Date 2011”.

(vii) Sixth SG Supplemental Agreement dated 20 December 2006

This Supplemental Agreement was entered into under General Approval 2006 and was effective between 00.00 and 05.00 on 1 January 2006.

Table 2.3 (Special Events) of Schedule 5 was deleted and replaced.

(viii) Ninth SG Supplemental Agreement dated 09 February 2006

This Supplemental Agreement was entered into under General Approval 2006 and was effective from 08 April 2007 until the earlier of: (i) completion of commissioning and handback of electrification infrastructure between Dock Junction North and St. Pancras; and (ii) 90 days after 08 April 2007.

(ix) Eighth SG Supplemental Agreement dated 17 May 2007

In Schedule 5, amendments were made to Service Groups EG01, EG04 and EG05 of Table 2.1. Certain of the amendments to Service Groups EG04 and EG05 are effective until the Subsidiary Change Date 2008.

Table 4.1 was also amended with effect until the Subsidiary Change Date 2008.

(x) **Seventh SG Supplemental Agreement dated 03 April 2007**

The amendments made by this Supplemental Agreement are effective until 01.59 hours on 28 May 2007.

In Schedule 2 paragraphs 4 and 5 were amended.

In Schedule 5 paragraph 2.13 was added and Table 2.3 (Special Events) was deleted and replaced with a new table.

(xi) **Thirteenth SG Supplemental Agreement dated 15 May 2008**

The amendments made by this Supplemental Agreement are effective until the Expiry Date or earlier termination of the Contract.

Schedule 2

All references to “St Pancras” were replaced with “St. Pancras International (Platforms 1-4)”.

Schedule 5

All references to “King’s Cross Thameslink” were replaced with “St. Pancras International”.

In paragraph 2.13 (ii) reference to “St Pancras” was replaced with “St. Pancras International (Platforms 1-4)”.

Tables 2.1, 3.1, 3.1a, 3.1b, 3.2, 3.3, 4.1, 5.1, 6.1, 6.2, and 6.3 were deleted in their entirety and replaced with new tables 2.1, 3.1, 3.1a, 3.1b, 3.2, 3.3, 4.1, 5.1, 6.1, 6.2, and 6.3.

Schedule 7, Appendix 7C

Appendix 7C was deleted in its entirety and replaced with a new Appendix 7C.

Schedule 8, Appendix 1

Appendix 1 was deleted in its entirety and replace with a new Appendix 1.

(xii) **Eighteenth SG Supplemental Agreement dated 15 May 2008 Under General Approval 2006**

This Supplemental Agreement was entered into under General Approval 2006 and was effective from 00:01 20 May 2008 until 00:00 17 June 2008, to carry out route evaluation for signal sighting and in-cab DOO equipment of Class 377 rolling stock between Herne Hill, Blackfriars and Bedford Midland.

(xiii) **Tenth SG Supplemental Agreement dated 12 July 2008 Under General Approval 2007**

This Supplemental Agreement was entered into under Revised Passenger Access (Traction Electricity Charges) General Approval 2007 effective from 11 July 2008.

The amendments made by this Supplemental Agreement are effective until the Expiry Date or earlier termination of the Contract.

Schedule 7

Part 1 - The definition of “Index Industrial Electricity Costs” in Part 1 of Schedule 7 was deleted in its entirety.

Part 2 – Paragraphs 4 and 5 of Part 2 Schedule 7 were deleted and replaced with new paragraphs.

(xiv) **Fourteenth SG Supplemental Agreement dated 7 December 2007 Under General Approval 2007**

This Supplemental Agreement was entered into under Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2007 effective from 09 December 2007 until 01:59 hours on the 08 March 2008.

Schedule 4

Table 2.1 of Schedule 5 relating to Service Group EG01 and relating to the service from Kings Cross Thameslink to Bedford was deleted and replaced with a new row; and the row relating to the service from Kings Cross Thameslink to Blackfriars was deleted and replaced with a new row.

Table 2.3 (Special Events) of Schedule 5 in the section relating to Service Group EG01, the row relating to the aid of crowd control or crowd segregation at large scale public events was deleted and replaced with a new row.

Table 4.1 (Calling Patterns) of Schedule 5 in the section relating to EG01 “Bedford Mainline” was deleted in its entirety and replaced with a new table.

Table 6.1 (Maximum Journey Time) in Schedule 5 in the section relating to EG01 “Bedford Mainline”, EG02 “Brighton Main Line” and EG03 “South London” were deleted in their entirety and replaced with new tables.

Table 6.3 (Maximum Key Journey Time) in Schedule 5 in the sections relating to EG01/EG02 “Bedford and Brighton Mainline” was deleted in its entirety and replaced with a new table.

Schedule 8

Amend Appendix 1 of Schedule 8:

- EG01 Bedford Main Line Off-Peak, Column N “Monitoring Point”,
replace “King’s X Thameslink” with “St. Pancras International”

and;

- EG01 Bedford Main Line Peak, Column N “Monitoring Point”,
replace “King’s X Thameslink” with “St. Pancras International”

(xv) **Fifteenth SG Supplemental Agreement dated 18 December 2007 Under General Approval 2007**

This Supplemental Agreement was entered into under Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2007 effective from 18 December 2007 until 06:00 hours on the 01 January 2008

Schedule 5

Table 2.3 (Special Events) of Schedule 5 was deleted in its entirety and replaced with a new table.

(xvi) **Sixteenth SG Supplemental Agreement dated 7 December 2007 Under General Approval 2007**

This Supplemental Agreement was entered into under Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2007 effective from 00:01 26 December 2007 until 23:59 hours on the 26 December 2007.

Schedule 5

Table 2.3 (Special Events) of Schedule 5 was deleted in its entirety and replaced with a new table.

(xvii) **Seventeenth SG Supplemental Agreement dated 06 August 2008**

The amendments made by this Supplemental Agreement are made in two parts. The first part is an additional of two new paragraphs in Schedule 5 that are effective until 23:59 hours on 31 July 2009 or earlier termination of the Contract. The second part is an addition to Table 5.1 (Specified Equipment) which is effective until the expiry or earlier termination of the contract.

Schedule 5

A new paragraph 2.14 was inserted into Schedule 5.

A new paragraph 2.15 was inserted into Schedule 5.

Table 5.1 (Specified Equipment) in Schedule 5 for service group EG01 and EG02 column 3 was amended by the insertion of the words 'Class 377²' and an additional footnote to the table.

(xviii) **Nineteenth SG Supplemental Agreement dated 16 June 2008 Under General Approval 2008**

This Supplemental Agreement was entered into under the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2008 and was effective from 00:01 18 June 2008 until 23:59 12 July 2008.

Schedule 5

A new paragraph 2.14 was inserted into Schedule 5.

(xix) **Twentieth SG Supplemental Agreement dated 11 July 2008 Under General Approval 2008**

This Supplemental Agreement was entered into under the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2008 and was effective from 00:01 14 July 2008 until 23:59 09 August 2008.

Schedule 5

A new paragraph 2.14 was inserted into Schedule 5.

(xx) **Twenty First SG Supplemental Agreement dated 09 October 2008**

The amendments made by this Supplemental Agreement are effective until the Expiry Date or earlier termination of the Contract.

Schedule 2

Paragraph 3 (Main Routes) of Schedule 2, a new paragraph (n) has been inserted.

Schedule 5

Table 2.1 (Passenger Train Slots) of Schedule 5 the tables relating to Service Groups EG01, EG02 and EG03 were deleted in their entirety and replaced by new sections relating to Service Groups EG01, EG02 and EG03.

In paragraph 2.4 of Schedule 5 the words “Note Used” were deleted and replaced with a new paragraph.

Table 3.1a (Morning Peak Service Intervals and Frequency) of Schedule 5 the tables relating to Service Groups EG01, EG02 and EG03 were deleted in their entirety and replaced by new sections relating to Service Groups EG01, EG02 and EG03.

Table 3.1b (Evening Peak Service Intervals and Frequency) of Schedule 5 the tables relating to Service Groups EG01 and EG02 were deleted in their entirety and replaced by new sections relating to Service Groups EG01 and EG02.

Table 3.3 (Earliest and Latest Passenger Train Slots) of Schedule 5 the tables relating to Service Groups EG01, EG02 and EG03 were deleted in their entirety and replaced by new sections relating to Service Groups EG01, EG02 and EG03.

(xxi) **Twenty Third SG Supplemental Agreement dated 23 October 2008**

The amendments made by this Supplemental Agreement are effective until the Expiry Date or earlier termination of the Contract.

Schedule 2

Paragraph 4 (Diversionary Routes) of Schedule 2 were amended as follows:

the word “and” at the end of paragraph 4 b) was deleted;

the full stop at the end of paragraph 4 c) was deleted and replaced with “;and”;

a new paragraph 4 d) was inserted which read as follows:

“d) (subject to paragraph 2.13 of Schedule 5) Carlton Road Junction and St. Pancras International, platforms 1-4.”

Paragraph 5 (*Depot Routes*) of Schedule 2 (*The Routes*) to the Contract was amended as follows:

the word “and” at the end of paragraph 5 c) i) was deleted;

the full stop at the end of paragraph 5 d) was deleted and replaced with “;and”;

a new paragraph 5 e) was inserted read as follows:

“e) (subject to paragraph 2.13 of Schedule 5) the route between St. Pancras International, platforms 1-4” and Cricklewood Sidings, Bedford Cauldwell Light Maintenance Depot and Bedford Carriage Sidings.”

Schedule 5

A new paragraph 2.13 was inserted into Schedule 5.

(xxii) Twenty Fifth SG Supplemental Agreement dated 28 November 2008 Under General Approval 2008

The amendments made by this Supplemental Agreement are effective until the Expiry Date or earlier termination of the Contract.

Schedule 5

The sections in Table 5.1 (Specified Equipment) relating to Service Groups EG04 and EG05 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG04 and EG05.

(xxiii) Twenty Second SG Supplemental Agreement dated 9 December 2008

The amendments made by this Supplemental Agreement are effective until the Expiry Date or earlier termination of the Contract.

Schedule 1

Paragraph 1 shall be deleted and replaced.

Schedule 5

Table 2.1 (Passenger Train Slots) of Schedule 5 shall be deleted in its entirety and replaced by a new table.

The sections in Table 3.1a (Morning Peak Services Intervals and Frequency) of Schedule 5 relating to Service Groups EG04 and EG05 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG04 and EG05.

The sections in Table 3.1b (Evening Peak Services Intervals and Frequency) of Schedule 5 relating to Service Groups EG04 and EG05 shall be deleted in its entirety and replaced by new sections relating to Service Groups EG04 and EG05.

The sections in Table 3.3 (Earliest and Latest Passenger Train Slots) of Schedule 5 relating to Service Groups EG04 and EG05 shall be deleted in their entirety and replaced by new sections relating to Service groups EG04 and EG05.

The sections in Table 4.1 (Calling Patterns) of Schedule 5 relating to Service Groups EG04 and EG05 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG04 and EG05.

Schedule 8

The sections in Appendix 1 of Schedule 8 (Performance Regime) relating to Service Group EG02 shall be deleted in its entirety and replaced by the new sections relating to Service Group EG02.

(xxiv) **Twenty Fifth SG Supplemental Agreement dated 28 November 2008 Under General Approval 2008**

This Supplemental Agreement was entered into under the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2008 and is effective until 01:59 hours of the Subsidiary Change Date in May 2009.

Schedule 5

The sections in Table 2.1 (Passenger Train Slots) of Schedule 5 relating to Service Group EG02 shall be deleted in its entirety and replaced with a new section relating to Service Group EG02.

(xxv) **Twenty Sixth SG Supplemental Agreement dated 19 March 2009**

The amendments made by this Supplemental Agreement are effective until Principal Change Date in December 2009.

Schedule 2

Paragraph 5 (Depot Routes) of Schedule 2 (The Routes) to the contract shall be amended as follows:

A new sub paragraph shall be inserted in Paragraph b) in Paragraph 5 (Depot Routes) of Schedule 2 which shall read as follows:

“vi) Bellingham Carriage Sidings.

Schedule 5

In Paragraph 1 (Definitions) of Schedule 5 (The Services and Specified Equipment) to the Contract shall be amended as follows:

In paragraph 1 delete the definition “Peak Services” in its entirety and replace with the following:

““Peak Services” means:

in respect of service Groups EG01, EG02 and EG03, Services Scheduled on any part of a Weekday

to arrive at Farringdon between 0700 and 0959 (the “morning peak”),

to depart from Farringdon between 1600 and 1859 (the “evening peak”),

in respect of Services starting from London Bridge only, to depart from London Bridge between 1600 and 1859 (the “evening peak”); or

in respect of Service Groups EG04 and EG05, Services Scheduled on any part of a Weekday (i) to arrive at King's Cross or Moorgate GN between 0700 hours and 0959 hours (the "morning peak") or (ii) to depart from King's Cross or Moorgate GN between 1600 hours and 1859 hours (the "evening peak"),

and "Peak" shall be construed accordingly;"

The sections in Table 2.1 (Passenger Train Slots) of Schedule 5 relating to Service Groups EG01, EG02, EG03 and EG05 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG01, EG02, EG03 and EG05.

The new section in table 2.1 (Passenger Train Slots) of Schedule 5 relating to the Service Group EG06 shall be inserted after the tables for service group EG05.

In Table 2.2 (Additional Passenger Train Slots) of Schedule 5 to the contract delete the words "- NOT USED" and insert the section relating to Service Group EG01.

The sections in Table 3.1a (Morning Peak Service Intervals and Frequency) relating to Service Groups EG01 and EG03 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG01 and EG03.

The sections in Table 3.1b (Evening Peak Service Intervals and Frequency) relating to Service Groups EG01 and EG02 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG01 and EG02.

The sections in Table 4.1 (Calling Patterns) relating to Service Group EG01 shall be deleted in its entirety and replaced by a new section relating to Service Group EG01.

The new section in table 4.1 (Calling Patterns) of Schedule 5 relating to the Service Group EG06 shall be inserted after the tables for service group EG05.

The sections in Table 5.1 (Specified Equipment) relating to Service Groups EG01 and EG02 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG01 and EG02.

The new section in table 5.1 (Specified Equipment) of Schedule 5 relating to the Service Group EG06 shall be inserted.

Schedule 8

Paragraph 5.2 (Network Rail responsibility incidents) of Schedule 8 (Performance Regime) shall be deleted in its entirety and replaced with a new paragraph.

Paragraph 5.3 (Train Operator responsibility incidents) shall be deleted in its entirety and replaced with a new paragraph 5.3.

(xxvi) Twenty Fourth SG Supplemental Agreement dated 27 March 2009

The amendments made by this Supplemental Agreement are effective until 31 March 2009.

Front Section

In Paragraph 1.1 (Definitions) of the Front Section of the contract insert the new definitions.

Paragraph 6 of the Front Section shall be amended as detailed in the supplemental.

Schedule 7

Part 5 (Additional Permitted Charges) of Schedule 7 shall be amended as detailed in the supplemental.

Schedule 13

Delete Schedule 13 (Relevant Schedule 7 Modifications) to the Contract in its entirety.

(xxvii) Twenty Seventh SG Supplemental Agreement dated 24 March 2009

The amendments made by this Supplemental Agreement are effective until 31 March 2009.

Schedule 8

Appendix 1 of Schedule 8 for service groups EG02 Peak, EG02 Off Peak, EG03 Peak and EG03 Off peak shall be deleted in their entirety and replaced by the tables as set out in the supplemental.

(xxviii) Twenty Eighth SG Supplemental Agreement dated 24 March 2009

The amendments made by this supplemental Agreement are effective until the expiry of the contract.

All changes made are in accordance to the implementation of the 2008 franchised passenger track access charges review, pursuant to ORR's PR08 Determination.

(xxix) Thirtieth SG Supplemental Agreement dated 27 March 2009

The amendments made by this Supplemental Agreement is in two parts. Part A is effective until 02:00 hours on 01 April 2009. Part B is effective until expiry or earlier termination of the contract.

PART A

Schedule 4

Annex A (Notification Discount Factors) to Part 3 (Compensation for Restrictions of Use) of Schedule 4 shall be deleted in its entirety and replaced by the new table as set out in the supplemental.

Schedule 8

The new section in Appendix 1 of Schedule relating to service group EG06 shall be inserted after the section relating to service group EG05.

PART B

Schedule 7

Appendix 7c to schedule 7 shall be deleted in its entirety and replaced by the new table as set out in the supplemental.

Schedule 11

Schedule 11 shall be deleted in its entirety and replaced by the new table as set out in the supplemental.

Schedule 13

In the front section of the contract an additional clause shall be inserted as laid out in the supplemental

A new schedule 13 shall be inserted in the contract after Schedule 12.

(xxx) Thirty First SG Supplemental Agreement dated 12 May 2009

The amendments made by this Supplemental Agreement are effective until Principal Change Date 2009.

Schedule 5

The sections in table 2.1 of schedule 5 relating to Service Groups EG04, EG05 and EG06 shall be deleted in their entirety and replaced as laid out in the supplemental agreement.

(xxxi) Thirty Second Supplemental Agreement dated 27 July 2009

The amendments made by this Supplemental Agreement are effective until the expiry or earlier termination of the contract.

Schedule 4

Annex A (Notification Discount Factors) to Part 3 (Compensation for Restrictions of Use) of Schedule 4 (Rules of the Route, Rules of the Plan and Restrictions of Use) shall be deleted in its entirety and replaced by the new table as set out in the Supplemental Agreement.

Annex B (Lookup Table for EBM Weights) to Part 3 (Compensation for Restrictions of Use) of Schedule 4 (Rules of the Route, Rules of the Plan and Restrictions of Use) shall be deleted in its entirety and replaced by the new tables as set out in the Supplemental Agreement.

Annex C (Payment Rate per train mile) to Part 3 (Compensation for Restrictions of Use) of Schedule 4 (Rules of the Route, Rules of the Plan and Restrictions of Use) shall be deleted in its entirety and replaced by the new tables as set out in the Supplemental Agreement.

Schedule 8

The sections in Appendix 1 of Schedule 8 (Performance Regime) relating to Service Groups EG01, EG02, EG03, EG04 and EG05 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG01, EG02, EG03, EG04 and EG05 as set in the Supplemental Agreement.

The new section in Appendix 1 of Schedule 8 (Performance Regime) relating to the Service Group EG06 shall be inserted after the section relating to Service Group EG05 as set out in the Supplemental Agreement.

Appendix 3 Of Schedule 8 (Performance Regime) shall be deleted in its entirety and replaced by the new tables as set out in the Supplemental Agreement.

(xxxii) Thirty Fourth Supplemental Agreement dated 19 November 2009

Schedule 5

Table 2.1 (Passenger Train Slots) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 2.1 as set out in Annex A to this Supplemental Agreement.

Table 2.2 (Additional Passenger Train Slots) of Schedule 5 Shall be deleted in its entirety and replaced with "Not used".

(xxxiii) Thirty Third Supplemental Agreement dated 2 December 2009

The amendments made by this Supplemental Agreement are effective until the expiry or earlier termination of the contract.

(xxxiv) Thirty Fifth Supplemental Agreement dated 13 May 2010

Front Section

In the Front Section of the contract, the Recital (2) shall be deleted in its entirety and replaced with “(2) First Capital Connect Limited, a company registered in England under number 5281077, having its registered office at 50 Eastbourne Terrace, Paddington, London W2 6LX (the “Train Operator”).”

Schedule 2

In Paragraph 3 (Main Routes) of Schedule 2 (The Routes) to the contract point “(m) Farringdon and Moorgate direct.” shall be deleted in its entirety and replaced with “(m) NOT USED”.

Schedule 5

Table 2.1 (Passenger Train Slots) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 2.1 as set out in Annex A to this Supplemental Agreement.

Schedule 12

Schedule 12 (ORR Performance Review) shall be deleted in its entirety.

Schedule 13

Schedule 13 (Schedule 7 Relevant Modifications) shall be deleted in its entirety.

(xxxv) Schedule 8 Modifications of the Agreement (applied retrospectively from 1 April 2009)

Appendix 1 deleted in its entirety and replaced by the new Appendix 1 as set out through a schedule 11 modification.

(xxxvi) Thirty Sixth Supplemental Agreement dated 29 July 2010

Front Section

In paragraph 1.1 (Definitions) deleted the definition “Expiry Date” in its entirety and replace with the following: “Expiry Date” means Subsidiary Change Date 2016;”

In paragraph 1.1 (Definitions) delete the definition “Contract Year” in its entirety and replace with the following: “Contract Year” means each yearly period commencing on 01 April 2009 and subsequently on each anniversary of such date;”

Schedule 5

The sections in Table 3.1 (Service Intervals) of Schedule 5 relating to Service Groups EG04 and EG05 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG04 and EG05 as set out in Annex A to this Supplemental Agreement.

Table 3.1a (Morning Peak Service Intervals and Frequency) of Schedule 5 shall be deleted in its entirety and replaced by a new table as set out in Annex B to this Supplemental Agreement.

Table 3.1b (Evening Peak Service Intervals and Frequency) of Schedule 5 shall be deleted in its entirety and replaced by a new table as set out in Annex C to this Supplemental Agreement.

Table 3.2 (Clockface Departures) of Schedule 5 shall be deleted in its entirety and replaced by a new table as set out in Annex D to this Supplemental Agreement.

The sections in Table 5.1 (Specified Equipment) of Schedule 5 relating to Service Groups EG01 and EG02 shall be deleted in their entirety and replaced by new sections relating to Service Groups EG01 and EG02 as set out in Annex E to this Supplemental Agreement.

Table 6.1 (Maximum Journey Times) of Schedule 5 shall be deleted in its entirety and replaced by a new table as set out in Annex F to this Supplemental Agreement.

Table 6.3 (Maximum Key Journey Times) of Schedule 5 shall be deleted in its entirety and replaced by a new table as set out in Annex G to this Supplemental Agreement.

Table 8.4 (Stabling Facilities) of Schedule 5 shall be deleted in its entirety and replaced by a new table as set out in Annex H to this Supplemental Agreement.

The section in Table 3.2 (Clockface Departures) of Schedule 5 relating to Service Group EG02 shall be deleted in its entirety and replaced by the new section relating to Service Group EG02 as set out in Annex I to this Supplemental Agreement.

The section in Table 4.1 (Calling Patterns) of Schedule 5 relating to Service Group EG02 shall be deleted in its entirety and replaced by the new section relating to Service Group EG02 as set out in Annex J to this Supplemental Agreement.

Schedule 8

In Paragraph 1.1 (Definitions) of Schedule 8 (Performance Regime) to the Contract delete the definition “Charter Destination” in its entirety.

In Paragraph 1.1 (Definitions) of Schedule 8 (Performance Regime) to the Contract delete the definition “Charter Service Group” in its entirety.

In Paragraph 1.1 (Definitions) of Schedule 8 (Performance Regime) to the Contract delete the definition “Passenger’s Charter” in its entirety.

In Paragraph 4.1 (Recording of lateness, Minutes Delay and Cancelled Stops) point (f) of Schedule 8 (Performance Regime) shall be deleted in its entirety.

Paragraph 14 (Compensation under the Passenger’s Charter) of Schedule 8 (Performance Regime) shall be deleted in its entirety and replaced with “14. NOT USED”.

In Appendix 1 of Schedule 8 (Performance Regime) the value in Column H (Passenger Charter Rate) for Service Groups EG01 Off Peak, EG02 Off Peak, EG03 Off Peak, EG03 Peak and EG05 Off Peak shall be deleted and replaced with “£0.00”.

Appendix 2 of Schedule 8 (Performance Regime) shall be deleted in its entirety and replaced with “APPENDIX 2 - NOT USED”.

Schedule 9

In paragraph 1 (Definitions) delete the definition “Liability Cap” in its entirety and replace with the definition as set out in Supplemental Agreement.

(xxxvii) ORR Modification Notice dated 17 December 2010

To make the necessary changes as a consequence of the new version of Part D of the Network Code which took effect on 1st October 2010.

(xxxviii) **Thirty Ninth Supplemental Dated 16 May 2011**

Amendments to Schedule 5

- i. Table 2.1 (Passenger Train Slots) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 2.1 as set out in Annex A to this Supplemental Agreement.
- ii. In Table 2.2 (Additional Passenger Train Slots) of Schedule 5 shall be deleted in its entirety and replaced with the words “Not Used”.
- iii. Table 3.1 (Service Intervals) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 3.1 as set out in Annex B to this Supplemental Agreement.
- iv. Table 3.1a (Morning Peak Service Intervals and frequency) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 3.1a as set out in Annex C to this Supplemental Agreement.
- v. Table 3.1b (Evening Peak Service Intervals and frequency) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 3.1b as set out in Annex D to this Supplemental Agreement.

(xxxix) **Fortieth Supplemental Dated 21 November 2011**

Amendments to Schedule 5

- i. Table 2.1 (Passenger Train Slots) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 2.1 as set out in Annex A to this Supplemental Agreement.
- ii. Table 3.1a (Morning Peak Service Intervals and frequency) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 3.1a as set out in Annex C to this Supplemental Agreement.
- iii. Table 3.1b (Evening Peak Service Intervals and frequency) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 3.1b as set out in Annex D to this Supplemental Agreement.

(xl) **Forty Second Supplemental Dated 23 November 2012**

Amendments to Clause 1 of the Contract

- i. In clause 1 of the contract add a new definition for EC4T Metering Rules
- ii. In clause 1.2 of the contract add a new clause 1.2 (q)

Amendments to Clause 2 of the Contract

- iii. In clause 2 of the contract replace Network Code title with Network Code and EC4T Metering Rules
- iv. Add a new sub clause 2.4

Amendments to Clause 18 of the Contract

- v. Add a new sub clause 18.7.4.

Amendments to Schedule 7

- vi. Schedule 7 shall be deleted in its entirety and replaced with the new Schedule 7 in Appendix 1 of the supplemental.

(xli) Forty First Supplemental Dated 14 May 2012

Amendments to Schedule 5 of the Contract

- i. Table 2.1 (Passenger Train Slots) of Schedule 5 in relation to EG01, EG02, EG03 and EG06 shall be deleted in their entirety and replaced by the new Table 2.1 in relation to EG01, EG02, EG03 and EG06 as set out in Annex A to this Supplemental Agreement.

- ii. Paragraph 2.4 of Schedule 5 shall be deleted in its entirety and replaced with:

“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 under the heading “Additional Passenger Trains Slots” and on the Days and within the Peak and Off-Peak times so listed. Passenger Train Slots listed under the sub-headings “Peak times” and “Off Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Total Weekday”.

- iii. Paragraph 2.5 of Schedule 5 shall be deleted in its entirety and replaced with:

“A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:

a Contingent Right to have Scheduled part only of the Passenger Train Slot in question and to have that Passenger Train Slot commence from and/or terminate at any station listed in its Calling Pattern; and

a Contingent Right to combine Passenger Train Slots to provide a through Service.”.

- iv. Table 3.1a (Morning Peak Service Intervals and Frequency) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 3.1a as set out in Annex B to this Supplemental Agreement.
- v. Table 3.1b (Evening Peak Service Intervals and Frequency) of Schedule 5 shall be deleted in its entirety and replaced by the new Table 3.1b as set out in Annex C.
- vi. Table 4.1 (Calling Patterns) of Schedule 5 shall be deleted in its entirety and replaced by the new table 4.1 as set out in Annex D.
- vii. Table 8.4 (Stabling facilities) of Schedule 5 shall be deleted in its entirety and replaced by the new table 8.4 as set out in Annex E.

(xlii) Forty Eighth Supplemental Dated 10 March 2014

i. AMENDMENTS EFFECTIVE ON 0200 HOURS ON THE 18 MAY 2014

ii. AMENDMENTS TO SCHEDULE 2

iii. Paragraph 4 of Schedule 2 shall be deleted in its entirety and replaced with:

The Diversionary Routes (all inclusive) are between

- i. Tulse Hill and Spa Road Junction via Peckham Rye;
- ii. Keymer Junction and Brighton via Lewes;
- iii. Preston Park and Brighton via Hove;
- iv. Loughborough Junction and Streatham Common via Longhedge Junction;
- v. Factory Junction and Victoria via the Chatham Lines;
- vi. Factory Junction and Battersea Pier Junction via Stewarts Lane Junction and Stewarts Lane Lines;
- vii. Herne Hill and Brixton;
- viii. Sutton and Norwood Junction via West Croydon;
- ix. Gloucester Road Junction and Selhurst;
- x. Bromley Junction and Beckenham Junction;
- xi. West Norwood and Balham via Streatham Hill; and
- xii. (subject to paragraph 2.13 of Schedule 5) Carlton Road Junction and St. Pancras International (Platforms 1-4).^{21st}

iv. AMENDMENTS TO SCHEDULE 5

- v. The Sections in Table 2.1 (Passenger Train Slots) of Schedule 5 relating to Service Groups EG04 and EG05 shall be deleted in their entirety and replaced with the new section relating to Service Groups EG04 and EG05 as set out in Annex A to this Supplemental Agreement.
- vi. Paragraph 2.14 of Schedule 5 to be deleted in its entirety.
- vii. Paragraph 2.15 of Schedule 5 to be deleted in its entirety.
- viii. The Section in Table 4.1 (Calling Patterns) of Schedule 5 relating to Service Groups EG04 and EG05 shall be deleted in its entirety and replaced with the new section relating to Service Groups EG04 and EG05 as set out in Annex B to this Supplemental Agreement.

ix. AMENDMENTS TO SCHEDULE 7

- x. That part of Schedule 7, Appendix 7C, the train service code 21718002 shall be deleted and replaced with 22718002.

xi. AMENDMENTS EFFECTIVE ON 0200 HOURS ON THE 21 DECEMBER 2014

xii. AMENDMENTS TO SCHEDULE 5

- xiii. The Sections in Table 2.1 (Passenger Train Slots) of Schedule 5 relating to Service Group EG01 and EG06, including notes to table, shall be deleted in their entirety and replaced with the new section relating to Service Group EG01 and EG06, including notes to table, as set out in Annex C to this Supplemental Agreement.
- xiv. The table in Annex D relating to service group EG06 shall be added in to the Table 3.1a (Morning Peak Service Intervals and Frequency) of Schedule 5.
- xv. The table in Annex E relating to service group EG06 shall be added in to the Table 3.1b (Evening Peak Service Intervals and Frequency) of Schedule 5.
- xvi. The Section in Table 4.1 (Calling Patterns) of Schedule 5 relating to Service Group EG06 shall be deleted in its entirety and replaced with the new section relating to Service Group EG06 as set out in Annex F to this Supplemental Agreement.
- xvii. The table in Annex G relating to service group EG06 shall be added in to the Table 6.1 (Maximum Journey Times) of Schedule 5.