

**FRAMEWORK TRACK ACCESS AGREEMENT
FOR PASSENGER SERVICES**

Dated 14 August 2009, amended by a First Supplemental Agreement dated 17 February 2011 and further amended by Second Supplemental Agreement dated 16 February 2012 and Third Supplemental Agreement dated 6 December 2012

Between

HS1 LIMITED

and

EUROSTAR INTERNATIONAL LIMITED

THIS AGREEMENT is made the 14th August 2009, amended by a First Supplemental Agreement dated 17 February 2011 and further amended by Second Supplemental Agreement dated 16 February 2012 and Third Supplemental Agreement dated 5 December 2012

BETWEEN:

- (1) HS1 Limited, a company registered in England under number 03539665 having its registered office at 12th Floor, One Euston Square, 40 Melton Street, London, NW1 2FD ("**HS1 Ltd**"); and
- (2) Eurostar International Limited, a company registered in England and Wales under number 2462001 having its registered office at Times House, Bravington Walk, London, N1 9AW (the "**Train Operator**").

WHEREAS:

- (A) HS1 Ltd is the owner of HS1.
- (B) The Train Operator has previously been granted access to HS1 by the relevant infrastructure managers for a period until 2086.
- (C) HS1 Ltd and the Train Operator have agreed to terminate the existing track access agreements and replace them with the Contract.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Agreement, the "Terms" means the HS1 Passenger Access Terms being at the date of this Agreement the edition of the HS1 Passenger Access Terms initialled by the parties for the purpose of identification.
- 1.2 This Agreement shall be interpreted in accordance with the HS1 Network Code and the Terms, for which purpose terms defined therein shall have the same meaning in this Agreement, unless this Agreement expressly provides to the contrary.
- 1.3 Save to the extent expressly provided to the contrary, references to "the Contract" shall include this Agreement (including the Schedules to this Agreement), the Terms, the HS1 Network Code and the HS1 Operational Codes and a reference to a Schedule to the Contract shall be construed to mean a Schedule to this Agreement.
- 1.4 Reference to HS1 Ltd and the Train Operator is to their respective successors and permitted assigns.

2 TERMS, HS1 NETWORK CODE & HS1 OPERATIONAL CODES

2.1 Incorporation

The Terms, the HS1 Network Code and each of the HS1 Operational Codes are incorporated in and form part of this Agreement.

2.2 Modifications to the Terms, the HS1 Network Code & the HS1 Operational Codes

If the Terms, the HS1 Network Code and/or the HS1 Operational Codes are modified at any time, this Agreement shall have effect with the modification from the date that such

modifications come into force.

2.3 Compliance by other operators

HS1 Ltd shall ensure that all operators of trains having permission to use any track comprised in HS1 agree to comply with the HS1 Network Code and each of the HS1 Operational Codes.

3 PRECEDENCE OF DOCUMENTS

3.1 In the event of any discrepancy, inconsistency, divergence or anomaly arising between the provisions of the Contract, the order of priority shall be as follows, save where expressly provided to the contrary:

- (a) first, the HS1 Network Code;
- (b) second, this Agreement;
- (c) third, the Terms; and
- (d) fourth, the HS1 Operational Codes.

4 SCHEDULES TO THIS AGREEMENT

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

5 NOVATION

5.1 HS1 Ltd grants approval to the Train Operator to the novation of all of its rights and obligations under the Contract to an entity to which it transfers its assets and liabilities as part of the consolidation of the Eurostar business into a single entity.

SCHEDULE 1: CONTRACT PARTICULARS

1. HS1 Ltd's address for service of notices is:
HS1 Limited
12th Floor, One Euston Square,
40 Melton Street
London NW1 2FD
All written notices to be marked:
"URGENT: ATTENTION THE GENERAL COUNSEL AND COMPANY SECRETARY"

2. The Train Operator's address for the service of notices is:
Eurostar International Limited
Times House
Bravington Walk
London N1 9AW
All written notices to be marked:
"URGENT: ATTENTION THE COMPANY SECRETARY"

3. The Secretary of State's address for the service of notices is
The Secretary of State
Department for Transport
Great Minister House
London SW1P 4DR

4. Commencement Date: 17 August 2009

5. Expiry Date: 16 August 2019

6. Previous Access Agreements:
 - (a) the Track Access Agreement dated 9 August 2001 between HS1 Ltd (then Union Railways (North) Limited) and Eurostar (U.K.) Limited;
 - (b) the Track Access Agreement dated 4 November 2003 between CTRL (UK) Limited (now HS1 Limited) and Eurostar (U.K.) Limited;
 - (c) the S1/S2 Performance Agreement dated 27th June 2002 between HS1 Ltd (then Union Railways (North) Limited) and Eurostar (U.K.) Limited; and
 - (d) the Section 1/Section 2 Possessions Agreement dated 27th June 2002 between HS1 Ltd (then Union Railways (North) Limited), Eurostar (U.K.) Limited, Union Railways (South) Limited and Railtrack (UK) Limited.

SCHEDULE 2: THE ROUTES

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

1. St Pancras International to Eurotunnel Boundary;
2. St Pancras International to Temple Mills Boundary;
3. St Pancras to Ashford West Boundary;
4. Ashford East Boundary to Eurotunnel Boundary;
5. Ashford East Junction to Ashford East Boundary; and
6. Ashford West Junction to Ashford West Boundary.

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

SCHEDULE 3: COLLATERAL AGREEMENTS

1. An access agreement between (1) the Train Operator and (2) HS1 Ltd granting the Train Operator permission to use St Pancras International.
2. The CTRL Claims Allocation and Handling Agreement and the agreement under which the Train Operator agrees to become a party to the CTRL Claims Allocation and Handling Agreement.
3. The Disputes Resolution Agreement dated 18 February 1999 between the Secretary of State for the Environment, Transport and the Regions; London & Continental Railways Limited; Railtrack Group Plc and others ("Disputes Resolution Agreement").
4. The Direct Agreement between the Secretary of State for Transport, the Train Operator and HS1 Ltd with respect to the Contract.

SCHEDULE 4: TRACK CHARGES

PART 1

Other Services Charge – None

PART 2

A	B	C	D	E	F	G	H	I
Service Group	Vehicle Category	IRC Per Train Per Minute	Discount Factor	Chargeable Journey Time (Minutes)	DI Costs OMRCA1	DI Costs OMRCA2	LTOP Costs OMRCB	Pass Through Costs OMRCC
Paris	Class 373	£69.57	1	31	£7.16	£12.80	£19.50	£8.68
Brussels	Class 373	£69.57	B _p	31	£7.16	12.80	£19.50	£8.68
Marne la Vallee	Class 373	£69.57	MLV _p	31	£7.16	£12.80	£19.50	£8.68
Ski	Class 373	£69.57	1	31	£7.16	£12.80	£19.50	£8.68
Avignon	Class 373	£69.57	1	31	£7.16	£12.80	£19.50	£8.68

For the purposes of the table above:

MLV_p means, for the purpose of calculating the Adjusted IRC Per Train in accordance with paragraph 2.1 of Part 2 to Section 7 to the Terms, the Discount Factor for the Service Group for Marne la Vallee services ("**MLV Services**") in Period p as determined in accordance with Part 3 of this Schedule 4.

PART 3

Marne la Vallee Discount Factor

1. The value of MLV_p in Period p shall be the value specified in column 2 of Table A below which corresponds to the Timetable Year in which Period p occurs provided that where, in respect of a Timetable Year commencing on the Principal Change Date in 2010, 2011, or 2012 (each such year a "**MLV Discount Timetable Year**") it is determined in accordance with paragraph 5 below that the Train Operator has not satisfied the conditions specified in paragraph 2 below, the value of MLV_p in each Period p in the relevant MLV Discount Timetable Year shall be equal to 1.

Table A – Marne la Vallee Discount Factor

Column 1	Column 2
Timetable Year commencing on the Principal Change Date in	Value of MLV_p
2010	0.25
2011	0.25
2012	0.25
2013 – onwards	1

Marne la Vallee Requirements

2. The conditions referred to in paragraph 1 above are as follows:
 - (a) in relation to each MLV Discount Timetable Year specified in column 1 of Table B below, the quantum of MLV Services timetabled is equal to or greater than the quantum specified in column 2 of Table B below which corresponds to the relevant MLV Discount Timetable Year; and
 - (b) no later than 10 Working Days following the end of each month in a Timetable Year specified in column 1 of Table B below, HS1 Ltd is provided, in a form agreed by the parties acting reasonably, with the Passenger Loading Data for the MLV Services which operated in the previous month. For the purposes of this paragraph 2(b) the expression "Passenger Loading Data" means the number of passengers, disaggregated by passenger class of travel, on each MLV Service which operated in the relevant month.

Table B – Marne la Vallee Minimum Service Levels

Column 1	Column 2
Timetable Year commencing on the Principal Change Date in	Discount Threshold of MLV Services
2010	
2011	
2012	

Note to Table B

In any Timetable Year, the Discount Threshold of MLV Services shall be reduced if and to the extent that the number of MLV Services able to be timetabled in that Timetable Year is restricted by virtue of any HS1 Restriction of Use or service disruption caused by HS1 Ltd.

3. The parties agree that any information provided by the Train Operator in accordance with paragraph 2(b) shall be Confidential Information for the purposes of this Contract.
4. Nothing in this Schedule 4 shall entitle the Train Operator to any Firm Rights or Contingent Rights in relation to MLV Services (whether in respect of the quantum of such services or otherwise) nor require HS1 Ltd to: (i) accept any Rolled Over Access Proposal relating to the Train Operator or, any Access Proposal, revised Access Proposal or Train Operator Variation submitted by the Train Operator; (ii) prioritise the Train Operator's Access Proposal or, Rolled Over Access Proposal, revised Access Proposal or Train Operator Variation over the Access Proposal or, Rolled Over Access Proposal, revised Access Proposal or Train Operator Variation of any other train operator; (iii) exercise any Flexing Rights; or (iv) act in a manner contrary to the Railways Regulations or Part D of the HS1 Network Code. *Reconciliation*
5. Following the end of each MLV Discount Timetable Year HS1 Ltd shall determine whether the Train Operator has satisfied each of the conditions in paragraph 2 above. If the Train Operator has not done so, HS1 Ltd shall, when it issues an invoice to the Train Operator pursuant to paragraph 1.1 of Part 4 of Section 7 of the Terms in respect of the final Period of such MLV Discount Timetable Year ("**MLV Final Period Invoice**"), provide the Train Operator with a "**MLV Discount Reconciliation Notice**" which:
 - (a) states that the Train Operator has not satisfied each of the conditions specified in paragraph 2 above for that MLV Discount Timetable Year and that the value of MLV_p which should apply to all MLV Services which operated during such MLV Discount Timetable Year should therefore be 1; and
 - (b) specifies the amount of additional IRC payable by the Train Operator in respect of the MLV Services timetabled in the MLV Discount Timetable Year, being the difference between the IRC for the MLV Discount Timetable Year calculated on the basis that the value of MLV_p for each Period during that MLV Discount Timetable Year is equal to 1 and the IRC for the MLV Discount Timetable Year calculated on the basis that the value of MLV_p for each Period

during that MLV Discount Timetable Year is equal to 0.25 ("**MLV Discount Reconciliation Amount**"), together with all supporting calculations.

6. Where a MLV Discount Reconciliation Notice shows that a MLV Discount Reconciliation Amount is payable by the Train Operator to HS1 Ltd, HS1 Ltd shall be entitled to include such amount on the MLV Final Period Invoice and the provisions of Part 4 of Section 7 of the Terms shall apply to the payment of such amount.
7. If the Train Operator fails to comply with any of the requirements set in out paragraph 2 in respect of a particular MLV Discount Timetable Year, HS1 Ltd shall have the right to review, in its absolute discretion, the continuation of the discount in any subsequent MLV Discount Timetable Year.

PART 4

Brussels Discount Factor

1. The value of B_p in Period p shall be the value specified in column 2 of Table A below which corresponds to the Timetable Year in which Period p occurs provided that where, in respect of a Timetable Year commencing on the Principal Change Date in 2012, 2013, 2014 or 2015 (each such year a "**Brussels Discount Timetable Year**") it is determined in accordance with paragraph 5 below that the Train Operator has not satisfied the conditions specified in paragraph 2 below, the value of B_p in each Period p in the relevant Brussels Discount Timetable Year shall be equal to 1.

Table A – Brussels Discount Factor

Column 1	Column 2
Timetable Year commencing on the Principal Change Date in	Value of B_p
2012	0.4
2013	0.4
2014	0.6
2015	0.6
2016 – onwards	1

Brussels Requirements

2. The conditions referred to in paragraph 1 above are as follows:
 - (a) in relation to each Brussels Discount Timetable Year specified in column 1 of Table B below, the quantum of Brussels Services timetabled is equal

to or greater than the quantum specified in column 2 of Table B below which corresponds to the relevant Brussels Discount Timetable Year; and

- (b) no later than 10 Working Days following the end of each month in a Timetable Year specified in column 1 of Table B below, HS1 Ltd is provided, in a form agreed by the parties acting reasonably, with the Passenger Loading Data for the Brussels Services which operated in the previous month. For the purposes of this paragraph 2(b) the expression "Passenger Loading Data" means the number of passengers, disaggregated by passenger class of travel, on each Brussels Service which operated in the relevant month.

Table B – Brussels Minimum Service Levels

Column 1	Column 2
Timetable Year commencing on the Principal Change Date in	Discount Threshold of Brussels Services
2012	
2013	
2014	
2015	

Note to Table B

In any Timetable Year, the Discount Threshold of Brussels Services shall be reduced if and to the extent that the number of Brussels Services able to be timetabled in that Timetable Year is restricted by virtue of any HS1 Restriction of Use or service disruption caused by HS1 Ltd.

3. The parties agree that any information provided by the Train Operator in accordance with paragraph 2(b) shall be Confidential Information for the purposes of this Contract.
4. Nothing in this Schedule 4 shall entitle the Train Operator to any Firm Rights or Contingent Rights in relation to Brussels Services (whether in respect of the quantum of such services or otherwise) nor require HS1 Ltd to: (i) accept any Rolled Over Access Proposal relating to the Train Operator or, any Access Proposal, revised Access Proposal or Train Operator Variation submitted by the Train Operator; (ii) prioritise the Train Operator's Access Proposal or, Rolled Over Access Proposal, revised Access Proposal or Train Operator Variation over the Access Proposal or, Rolled Over Access Proposal, revised Access Proposal or Train Operator Variation of any other train operator; (iii) exercise any Flexing Rights; or (iv) act in a manner contrary to the Railways Regulations or Part D of the HS1 Network Code

Reconciliation

5. Following the end of each Brussels Discount Timetable Year HS1 Ltd shall determine whether the Train Operator has satisfied each of the conditions in paragraph 2 above. If the Train Operator has not done so, HS1 Ltd shall, when it issues an invoice to the Train Operator pursuant to paragraph 1.1 of Part 4 of Section 7 of the Terms in respect of the final Period of such Brussels Discount Timetable Year ("**Brussels Final Period Invoice**"), provide the Train Operator with a "**Brussels Discount Reconciliation Notice**" which:
 - (a) states that the Train Operator has not satisfied each of the conditions specified in paragraph 2 above for that Brussels Discount Timetable Year and that the value of B_p which should apply to all Brussels Services which operated during such Brussels Discount Timetable Year should therefore be 1; and
 - (b) specifies the amount of additional IRC payable by the Train Operator in respect of the Brussels Services timetabled in the Brussels Discount Timetable Year, being the difference between the IRC for the Brussels Discount Timetable Year calculated on the basis that the value of B_p for each Period during that Brussels Discount Timetable Year is equal to 1 and the IRC for the Brussels Discount Timetable Year calculated on the basis that the value of B_p for each Period during that Brussels Discount Timetable Year is equal to:
 - (i) in relation to the Brussels Discount Timetable Years commencing on the Principal Change Date in 2012 and 2013, 0.4; and
 - (ii) in relation to the Brussels Discount Timetable Years commencing on the Principal Change Date in 2014 and 2015, 0.6,(the "**Brussels Discount Reconciliation Amount**"), together with all supporting calculations.
6. Where a Brussels Discount Reconciliation Notice shows that a Brussels Discount Reconciliation Amount is payable by the Train Operator to HS1 Ltd, HS1 Ltd shall be entitled to include such amount on the Brussels Final Period Invoice and the provisions of Part 4 of Section 7 of the Terms shall apply to the payment of such amount.
7. If the Train Operator fails to comply with any of the requirements set in out paragraph 2 in respect of a particular Brussels Discount Timetable Year, HS1 Ltd shall have the right to review, in its absolute discretion, the continuation of the discount in any subsequent Brussels Discount Timetable Year.

SCHEDULE 5 – THE SERVICES AND THE SPECIFIED EQUIPMENT

1. DEFINITIONS

1.1 In this Schedule unless the context otherwise requires:

"Access Proposal"	has the meaning ascribed to in Part D of the HS1 Network Code;
"Additional Specified Equipment"	has the meaning ascribed to it in paragraph 3.3;
"Contingent Right"	means a right under this Schedule 5 which is not a Firm Right and which is subject to the fulfilment of all competing Firm Rights which have been exercised and any additional contingency specified in this Schedule 5;
"Contingent Train Slot"	means a Train Slot to which the Train Operator has Contingent Rights under the Contract as are as specified in paragraph 2.2;
"Day"	means any period of 24 hours beginning at 0200 hours and ending immediately before the next succeeding 0200 hours, and any reference in this Schedule to any named day of the week shall be to such period commencing on that named day;
"Eurotunnel Boundary"	has the meaning ascribed to it in Part A of the HS1 Network Code;
"Exercised"	has the meaning ascribed to it in Part D of the HS1 Network Code;
"Firm Right"	has the meaning ascribed to it in Part D of the HS1 Network Code;
"Firm Train Slot"	means a Train Slot to which the Train Operator has Firm Rights under the Contract as specified in paragraph 2.1;
"Rolled Over Access Proposal "	has the meaning ascribed to it in Part D of the HS1 Network Code;
"Scheduled"	has the meaning ascribed to it in Part A of the HS1 Network Code;
"Standard Specified Equipment"	means, in respect of any Service, the Specified Equipment referred to in paragraph 3.1;

- "Timetable Week"** has the meaning given to it in Part D of the HS1 Network Code;
- "Train Operator"** has the meaning given to it in Part D of the HS1 Network Code
- "Week Day"** means any Day (including a Public Holiday), falling within a Timetable Week, which is not a Saturday or a Sunday.

- 1.2 Unless otherwise stated, where in this Schedule a period is expressed to be between two specific times that period shall be inclusive of both such times.
- 1.3 The Train Operator's rights under this Schedule as to numbers of passenger Train Slots per Day are calculated by reference to departures from the Scheduled start point on the Day in question, notwithstanding that a Service may not be Scheduled to arrive at its end point until the immediately succeeding Day.

2. QUANTUM OF FIRM TRAIN SLOTS

- 2.1 The Train Operator has Firm Rights to the number of passenger Train Slots in the Working Timetable specified in Table 2.1 under the heading "Firm Train Slots" and on the Days so listed, subject to the notes to that Table.

Table 2.1: Passenger Train Slots

Service Group	From	To	Description	Applicable Period	Firm Train Slots			
					Week Day (excluding Friday)	Friday	Saturday	Sunday
Paris	St Pancras International	Eurotunnel Boundary	St Pancras International to Paris Nord	All Year	16	18	15	14
Paris	Eurotunnel Boundary	St Pancras International	Paris Nord to St Pancras International	All Year	16	17	13	17
Brussels	St Pancras International	Eurotunnel Boundary	St Pancras International to Brussels Midi	All Year	9	9	7	7
Brussels	Eurotunnel Boundary	St Pancras International	Brussels Midi to St Pancras International	All Year	9	9	7	7
Marne la Vallee	St Pancras International	Eurotunnel Boundary	St Pancras International to Marne La Vallee	All Year (except Tuesdays)	1	1	0	1
Marne la Vallee	Eurotunnel Boundary	St Pancras International	Marne La Vallee to St Pancras International	All Year (except Tuesdays)	1	1	0	1
Ski	St Pancras International	Eurotunnel Boundary	Ski	As per Note 5 below	0	1	1	0
Ski	Eurotunnel Boundary	St Pancras International	Ski	As per Note 5 below	0	0	1	1
Avignon	St Pancras International	Eurotunnel Boundary	Avignon	As per Note 5 below	0	0	1	0
Avignon	Eurotunnel Boundary	St Pancras International	Avignon	As per Note 5 below	0	0	1	0

Notes to Table 2.1

Table 2.1 applies subject to the following:

1. If there is a public holiday on Friday in the United Kingdom, France or Belgium, the Train Operator shall have Firm Rights to swap the Firm Train Slots to which it would ordinarily be entitled under Table 2.1 on such Friday with the Firm Train Slots applicable on Thursday immediately preceding such Friday, provided that the exercise of this option shall not have the effect of increasing the total number of Firm Train Slots.
2. If there is a public holiday on Monday in the United Kingdom, France or Belgium, the Train Operator shall have Firm Rights to swap the Firm Train Slots to which it would ordinarily be entitled under Table 2.1 on such Monday with the Firm Train Slots applicable on Sunday immediately preceding such Monday, provided that the exercise of this option shall not have the effect of increasing the total number of Firm Train Slots.
3. The quantum of Firm Train Slots for Services in the Ski Service Group shall not exceed 62 Firm Train Slots per Timetable Year.
4. The quantum of Firms Train Slots for Services in the Avignon Service Group shall not exceed 50 Firm Train Slots per Timetable Year.
5. The Firm Passenger Train Slots set out in this Table 2.1 for Ski Service Group and Avignon Service Group shall apply:
 - (a) for the Timetable Year commencing on the Principal Change Date in December 2010, for the Ski Service Group, the period commencing on 19 December 2010 and ending 16 April 2011; and for the Avignon Service Group, the period commencing on 16 July 2011 and ending on 10 September 2011;
 - (b) for the Timetable Year commencing on the Principal Change Date in December 2011, for the Ski Service Group, the period commencing on 17 December 2011 and ending 14 April 2012; and for the Avignon Service Group, the period commencing on 7 July 2012 and ending on 8 September 2012;
 - (c) for each subsequent Timetable Year, the Train Operator shall propose to HS1 Ltd the start and end dates for both the Ski Service Group and for the Avignon Service Group.. HS1 Ltd and the Train Operator (each acting reasonably) shall seek to agree the start and end dates no later than 12 months prior to the commencement of the applicable Timetable Period. The start and end dates shall apply as agreed between the parties. If the parties fail to agree the start and end dates within 12 months of the

commencement of the applicable Timetable Period, either party may refer the matter for resolution to the Disputes Resolution Procedure. Any failure by the Train Operator to have Exercised all or any of the Firm Passenger Train Slots in Table 2.1 in accordance with Part D of the HS1 Network Code, shall, in each case, be without prejudice to the right of HS1 Ltd to levy a charge for such Firm Passenger Train Slots, including in accordance with paragraph 6 of Part 2 of Section 7 of the Terms.

2.2 The Train Operator has Contingent Rights to 3 passenger Train Slots per Timetable Week in each direction between St Pancras International and the Eurotunnel Boundary.

“Contingent Train Slots

2.2A In addition to the Contingent Rights as described in paragraph 2.2, the Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:

- (a) no part of the relief Passenger Train Slot operating over any part of HS1 which is not part of the Routes as described in Schedule 2;
- (b) the relief Passenger Train Slot operating using the Specified Equipment; and
- (c) each relief Passenger Train Slot being allocated the relevant Train Service Code.”

2.3 If in any Timetable Period, either

- (a) all the Firm Train Slots to which the Train Operator is entitled under Table 2.1 were not Exercised by it in respect of that Timetable Period; or
- (b) the Firm Train Slots specified in an Access Proposal, a revised Access Proposal, a Train Operator Variation or contained in a Rolled Over Access Proposal were not all scheduled in the First Working Timetable applicable to that Timetable Period,

the Train Operator shall have a Contingent Right to submit an Access Proposal for the unused quantum of such Firm Train Slots to be scheduled in the Working Timetable at any other time in that Timetable Period.

2.4 A Firm Train Slot or a Contingent Train Slot in either direction between St Pancras International and the Eurotunnel Boundary which is routed to/from Ashford West Boundary via Ashford West Junction and to/from Ashford East Boundary via Ashford East Junction shall be treated as a single Train Slot.

2.5 Subject to paragraph 2.6, the Train Operator has Firm Rights to make Ancillary Movements of Specified Equipment to the extent necessary or reasonably required to give full effect to other Firm Rights of the Train Operator, including:

- (a) movements of the Specified Equipment for the purpose of maintenance of the Specified Equipment to and from maintenance depots;
- (b) movements for crew training purposes; and
- (c) empty stock movements.

2.6 For the purpose of paragraph 2.5, Ancillary Movements shall not include movements of rolling stock for the purpose of crew training to the extent that the rolling stock concerned has not achieved vehicle and route acceptance necessary for its use in the carriage of passengers on the Route concerned.

2.7 Subject to paragraph 2.8 and the notes to Table 2.1, the entitlement of the Train Operator to passenger Train Slots on any Public Holiday will be in accordance with the Firm Train Slots specified in Table 2.1 for the Day of the Timetable Week on which the Public Holiday falls.

- 2.8 HS1 will be closed on 25 December every year and save as otherwise agreed in writing the Train Operator shall not have rights to operate Services on this day.
- 2.9 The exercise of a Stabling right or the making of an Ancillary Movement shall not count against the number of Firm Train Slots or Contingent Train Slots.

Service Frequency

- 2.10 The Train Operator has Firm Rights for its Firm Train Slots to be Scheduled such that the Train Operator enjoys a reasonable distribution of Services over the hours of operation of HS1 during a Day.

Earliest and latest Firm Train Slots

- 2.11 Subject to the notes to Table 2.11, in respect of each Service specified in Table 2.1, the Train Operator has Firm Rights to the earliest Firm Train Slots no later than and the latest Firm Train Slots no earlier than the times specified in Column 2 of Table 2.11

Table 2.11: Earliest and latest Firm Train Slots

1		2					
		Earliest and latest Firm Train Slots (FTS)					
		Week Day		Saturday		Sunday	
From	To	earliest FTS no later than	latest FTS no earlier than	earliest FTS no later than	latest FTS no earlier than	earliest FTS no later than	latest FTS no earlier than
St Pancras International	Eurotunnel Boundary	05:20	23:30	05:20	23:30	07:00	23:30
Eurotunnel Boundary	St Pancras International	05:20	23:30	05:20	23:30	07:00	23:30

Notes to Table 2.11

1. All times stated in Table 2.11 are by reference to the time of departure from or arrival to St Pancras International, by the Services.
2. The times stated in Table 2.11 may be varied by HS1 Ltd to comply with the Applicable Engineering Access Statement determined in accordance with Part D of the HS1 Network Code.

3. SPECIFIED EQUIPMENT

Standard Equipment

- 3.1 The Train Operator has Firm Rights to use the Standard Specified Equipment set out below for providing Services:
- (a) Class 373/1 Eurostar Intercapitals Units of a length no greater than 2 power cars and 18 trailer cars; and
 - (b) Class 373/2 Eurostar North of London Units of a length no greater than 2 power cars and 14 trailer cars.
- 3.2 No Standard Specified Equipment may be used until and unless the necessary route clearance has been obtained.

Additional Equipment

- 3.3 The Additional Specified Equipment set out below may be used in an emergency and as a temporary measure only:
- (a) Class 08 locomotives; and
 - (b) Match wagons
- provided that for the purpose of determining the maximum length of a Train, the length of the type of Additional Specified Equipment shall be added to the length of the rolling stock to which it is coupled.
- 3.4 No Additional Specified Equipment may be used until and unless the necessary route clearance has been obtained.

4. INFRASTRUCTURE CAPABILITY

- 4.1 HS1 Ltd shall provide or procure the provision of sufficient infrastructure capability on HS1 for a Class 373/1 Eurostar Intercapitals Unit or a train with equivalent performance characteristics to travel in either direction between St Pancras International at a stand in the platform and the Eurotunnel Boundary without stopping in not more than 31 minutes and nil seconds under normal signalling conditions.

5. TURNAROUND TIMES, PLATFORMS AND STATION CALLS

Turnaround Times

- 5.1 Subject to paragraphs 5.2 and 5.3, for each Service terminating at St Pancras International, the Train Operator has a Firm Right to a turnaround time of not less than 55 minutes at St Pancras International.
- 5.2 If HS1 Ltd reasonably considers it necessary to specify a turnaround time of less than 55 minutes at St Pancras International for the Train Operator:
- (a) in order for HS1 Ltd to make efficient use of railway capacity at St Pancras International; and/or
 - (b) in order to provide an equitable and non-discriminatory distribution among all train operators operating international train services from St Pancras

International, of the capacity for turnaround times available at St Pancras International,

and that other time is sufficient to meet the reasonable requirements of an international train operator for the turning around of an international passenger services train at St Pancras International, then HS1 Ltd shall promptly notify the Train Operator and the parties shall negotiate in good faith concerning how to fulfil the requirement and meet the reasonable needs of the Train Operator with regard to turnaround times. If the parties are unable to reach an agreement on such revised turnaround times within 6 weeks of the notification referred to above, the turnaround times with regard to St Pancras International as set out in the Applicable Timetabling Planning Rules shall prevail.

Platforms

- 5.3 The Train Operator has Firm Rights for its Firm Train Slots to be Scheduled in a manner consistent with the security requirements at St Pancras International.

Station Calls

- 5.4 In respect of all Services, the Train Operator has Firm Rights to call at St Pancras International and Ebbsfleet International.
- 5.5 The Train Operator has Firm Rights for its Firm Train Slots to be routed on the Network via the high speed lines and not via Ashford International Station, except to the extent that the Train Operator requests otherwise in an Access Proposal for the relevant Services or relevant Services part of a Rolled Over Access Proposal.

SCHEDULE 6: PERFORMANCE REGIME

A	B	C	D	E	F	G	H	I
Traffic Type	HS1 Poor Performance Threshold (average delay per train expressed in minutes)	Payment Rate (per minute of average delay)	HS1 Good Performance Threshold (average delay per train expressed in minutes)	Bonus Payment Rate (per minute of average delay)	Cancellation Minutes	Train Operator's Performance Benchmark (average delay per train expressed in minutes)	HS1 Ltd Performance Benchmark	TOC on TOC Receipt Benchmark
International Passenger	0.31	£521.88	0.13	£130.47	60	0.08	0.16	0.63

IN WITNESS whereof the duly authorised representatives of HS1 Ltd and the Train Operator have executed this Agreement on the date first above written.

Signed by [**Signed**]

Print name [**Name printed**]

Duly authorised for and on behalf of
HS1 Limited

Signed by [**Signed**]

Print name [**Name printed**]

Duly authorised for and on behalf of
Eurostar International Limited