FRAMEWORK TRACK ACCESS AGREEMENT
FOR PASSENGER SERVICES

Between

HS1 LIMITED

and

LONDON & SOUTH EASTERN RAILWAY LIMITED

THIS AGREEMENT is made the day of 2013

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) London & South Eastern Railway Limited, a company registered in England and Wales under number 04860660 having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (the "**Train Operator**").

WHEREAS:

(A) HS1 Ltd is the owner of HS1.

(B) HS1 Ltd has agreed to grant to the Train Operator permission to use certain track comprised in HS1 on the terms and conditions of 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

Subject to Clause 2.4, 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.

2.4 **Modification of the Terms**

The Terms shall be amended by replacing Paragraph 1.2 of Section 5 of the Terms with the following text:

"Subject to paragraph 2 and the other provisions of the Contract, HS1 Ltd shall indemnify the Train Operator against all Relevant Losses resulting from:

(a) a failure by HS1 Ltd to comply with its Safety Obligations;

(b) any Environmental Damage to HS1 arising:

(i) directly from any acts or omissions of HS1 Ltd;

(ii) from any Environmental Condition known to have existed prior to 24 June 2009;

(c) any damage to the Specified Equipment or other vehicles or things brought onto HS1 in accordance with the permission to use granted by the Contract arising directly from HS1 Ltd's wilful default, negligence or failure to comply with its obligations under the Contract; and

(d) a breach by HS1 Ltd of the Contract."

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.

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:

   London & South Eastern Railway Limited

   Friars Bridge Court

   41 – 45 Blackfriars Road

   London SE1 8NZ

   All written notices to be marked:

   "URGENT: ATTENTION FINANCE AND CONTRACTS DIRECTOR"

3. The Secretary of State's address for the service of notices is

   The Secretary of State

   Department for Transport

   Great Minster House

   London SW1P 4DR

4. Commencement Date: 31 December 2014

5. Expiry Date: 31 December 2024

6. Previous Access Agreement: Framework Track Access Agreement between HS1 Ltd and London & South Eastern Railway Limited dated 14 August 2009 (as amended)

SCHEDULE 2: THE ROUTES

1. The Routes comprise the Main Routes in each direction as described below:

   (a) St Pancras International to Ashford West Boundary;

   (b) St Pancras International to Springhead Road Junction;

   (c) St Pancras International to Temple Mills Boundary; and

   (d) Ebbsfleet International to Church Path Pit Siding.

2. The Routes comprise the Diversionary Routes in each direction as described below:

   (a) Southfleet Junction to Fawkham Junction; and

   (b) Ashford West Junction to Ashford East Junction.

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. An access agreement between (1) the Train Operator and (2) HS1 Ltd granting the Train Operator permission to use Ebbsfleet International.
3. An access agreement between (1) the Train Operator and (2) HS1 Ltd granting the Train Operator permission to use Stratford International.
4. 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.
5. 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"), and the agreement under which the Train Operator agreed to become a party to the Disputes Resolution Agreement.
6. The franchise agreement dated 29 November 2005 between (1) the Train Operator and (2) the Secretary of State under which the Train Operator undertakes to provide or procure the provision of all or a material part of the Services (or any other agreement with the Secretary of State which replaces such franchise agreement).
7. 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

SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT

1 Definitions

1.1 In this Schedule unless the context otherwise requires:

"Arrival"	means arrivals of the Specified Equipment at any of the Stations;
	;
"Contingent Right"	means a right under this Schedule 5 which is not a Firm Right and which is subject to the fulfilment of all Bids in respect of competing Firm Rights 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 specified in paragraph 2.6A;
"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;
"Departures"	means departures of the Specified Equipment from any of the Stations;
"Evening Peak"	means in relation to the Departures from St Pancras International, the period beginning at 1630 hours and ending at 1829 hours on each Week Day;
"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 and are as specified in Table 2.1;
"Morning Peak"	means in relation to the Arrivals to St Pancras International, the period beginning at 0700 hours and ending at 0859 hours on each Week Day;
"NR Network Boundary"	has the meaning ascribed to it in Part A of the HS1 Network Code;
"Off Peak"	means Arrivals at St Pancras International during the period other than the Morning Peak and Departures from St Pancras International during the period other than the Evening Peak;
"Scheduled"	has the meaning ascribed to it in Part A of the HS1 Network Code;
"Service Group"	means any one or more (as the context may require) of the service groups described in this Schedule 5 to the Contract;
"Standard Specified Equipment"	means, in respect of any Service specified in column 1 of Table 2.1, the Specified Equipment listed opposite that service in column 3 of Table 2.1;
"Station"	means St Pancras International, Ebbsfleet International and/or Stratford International (as the case may be);
"Timetable Week"	has the meaning given to it in Part D of the HS1 Network Code;
"Train Service Code" or "TSC"	means the eight character code applied in the Performance Monitoring System and used to identify Services;
"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 Firm 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. Firm Train Slots and Standard Specified Equipment

Table 2.1: Firm Train Slots and Standard Specified Equipment

1					**2**			**3**
Service Description : LSER SLC2 HS1 Service					**Firm Train Slots**			
From	**To**	**Description**	**TSC**	**Service Group**	**Week Day**	**Saturday**	**Sunday**	**Standard Specified Equipment**
Ashford West Junction	St Pancras International	Morning Peak	24647000	Ashford West Junction and St Pancras	5	0	0	Class 395
St Pancras International	Ashford West Junction	Evening Peak	24647000	Ashford West Junction and St Pancras	5	0	0	Class 395
Ashford West Junction	St Pancras International	Off Peak	24647004	Ashford West Junction and St Pancras	33	36	31	Class 395
St Pancras International	Ashford West Junction	Off Peak	24647004	Ashford West Junction and St Pancras	32	36	31	Class 395

Springhead Road Junction	St Pancras International	Morning Peak	24648000	Springhead Junction and St Pancras	7	0	0	Class 395
St Pancras International	Springhead Road Junction	Evening Peak	24648000	Springhead Junction and St Pancras	7	0	0	Class 395
Springhead Road Junction	St Pancras International	Off Peak	24648004	Springhead Junction and St Pancras	32	33	27	Class 395
St Pancras International	Springhead Road Junction	Off Peak	24648004	Springhead Junction and St Pancras	32	33	26	Class 395
Ebbsfleet	St Pancras International	Morning Peak	24649000	Ebbsfleet and St Pancras Shuttle	3	0	0	Class 395
St Pancras International	Ebbsfleet	Evening Peak	24649000	Ebbsfleet and St Pancras Shuttle	2	0	0	Class 395
Ebbsfleet	St Pancras International	Off Peak	24649004	Ebbsfleet and St Pancras Shuttle	0	0	0	Class 395
St Pancras International	Ebbsfleet	Off Peak	24649004	Ebbsfleet and St Pancras Shuttle	1	0	0	Class 395

Firm Train Slots

2.1 The Train Operator has Firm Rights to the number of passenger Train Slots in the Working Timetable as listed against each Service specified in Table 2.1 under the heading "Firm Train Slots" during the time period specified under the heading "Description" in Table 2.1 and on the Days so listed.

2.2 Subject to paragraph 2.3, the Train Operator has Firm Rights to make Ancillary Movements of the 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.

2.3 For the purpose of paragraph 2.2, 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.

2.4 Subject to paragraph 2.5, the entitlement of the Train Operator to Firm 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.

2.5 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.

2.6 The exercise of a Stabling right or the making of an Ancillary Movement shall not count against the number of Firm Train Slots.

Contingent Train Slots

2.6A The Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:

(a) the whole of the relief Passenger Train Slot operating over 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.

Standard Equipment

2.7 The Train Operator has Firm Rights to use the Standard Specified Equipment set out in column 3 of Table 2.1. Any Standard Specified Equipment may not be used until and unless the necessary route clearance has been obtained.

Train Length

2.8 The train length shall not be greater than 12 cars (2x6 unit sets) in the case of the Standard Specified Equipment.

Other rights

Station Calls

2.9 In respect of all Services, the Train Operator has Firm Rights to call at St Pancras International, Stratford International and Ebbsfleet International.

SCHEDULE 6: PERFORMANCE REGIME

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

London & South Eastern Railway Limited