



**HS1 Template  
Framework Track Access Agreement  
International Passenger Services**

**19 March 2013**

**FRAMEWORK TRACK ACCESS AGREEMENT  
FOR INTERNATIONAL PASSENGER SERVICES**

**Dated**

[       ]

**Between**

**HS1 LIMITED**

**and**

[       ]

THIS AGREEMENT is made the [ ] day of [ ]

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 Co**"); and
- (2) [ ], a company registered in England and Wales under number [ ] having its registered office at [ ] (the "**Train Operator**").

WHEREAS:

- (A) HS1 Co is the owner of the Network; and
- (B) HS1 Co has agreed to grant to the Train Operator permission to use certain track comprised in the Network 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 dated [*insert*].
- 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 Co 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 Co shall ensure that all operators of trains having permission to use any track comprised in the Network 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.

**SCHEDULE 1: CONTRACT PARTICULARS**

1. HS1 Co'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 [ ]"

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

[ ]

All written notices to be marked:

"URGENT: ATTENTION [ ]"

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

The Secretary of State  
Department for Transport  
33 Horseferry Road  
London SW1P 4DR

4. Commencement Date: [ ]

5. Expiry Date: [ ]

6. Previous Access Agreements: [ ]

**SCHEDULE 2: THE ROUTES**

**[To be inserted]**

### SCHEDULE 3: COLLATERAL AGREEMENTS

1. [An access agreement between (1) the Train Operator and (2) HS1 Co granting the Train Operator permission to use St Pancras International.]
2. [An access agreement between (1) the Train Operator and (2) HS1 Co granting the Train Operator permission to use Ebbsfleet International.]
3. [An access agreement between (1) the Train Operator and (2) HS1 Co granting the Train Operator permission to use Stratford International.]
4. [An access agreement between (1) the Train Operator and (2) HS1 Co granting the Train Operator permission to use Ashford International.]
5. 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.
6. 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 as amended pursuant to a Deed of Amendment and Restatement between HS1 Limited, The Secretary of State for Transport, Network Rail Infrastructure Limited and others dated 16 December 2010 ("**Disputes Resolution Agreement**"), and the agreement under which the Train Operator agrees to become a party to the Disputes Resolution Agreement.
7. [The franchise agreement dated [ ] 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).]

**SCHEDULE 4: TRACK CHARGES**

**PART 1**

**Other Services**

**PART 2**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Service Group</b>	<b>Vehicle Category</b>	<b>IRC Per Train Per Minute</b>	<b>Discount Factor</b>	<b>Chargeable Journey Time (Minutes)</b>	<b>DI Costs OMRCA1</b>	<b>DI Costs OMRCA2</b>	<b>LTOP Costs OMRCB</b>	<b>Pass Through Costs OMRCC</b>



## SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT

### Definitions

1.1 In this Schedule unless the context otherwise requires:

<b>“Access Proposal”</b>	has the meaning ascribed to it in Part D of the HS1 Network Code;
<b>“Contingent Right”</b>	has the meaning ascribed to it in Part D of the HS1 Network Code;
<b>“Day”</b>	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;
<b>“Evening Peak”</b>	means in relation to departures from and/or arrivals at St Pancras International, the period beginning at 1630 hours and ending at 2000 hours on each Week Day;
<b>“Eurotunnel Boundary”</b>	has the meaning ascribed to it in Part A of the HS1 Network Code;
<b>“Firm Right”</b>	has the meaning ascribed to it in Part D of the HS1 Network Code;
<b>“Morning Peak”</b>	means, in relation to departures from and/or arrivals at St Pancras International, the period beginning at 0700 hours and ending at 1000 hours on each Week Day;
<b>“Off Peak”</b>	means, in relation to departures from and/or arrivals at St Pancras International, the periods other than the Morning Peak and the Evening Peak;
<b>“Scheduled”</b>	means, for the purposes of this Schedule 5 only, the quantum, timing or any other characteristic of a Service, that quantum, timing or other characteristic as included in the Working Timetable;
<b>“Service Group”</b>	means any one or more (as the context may require) of the service groups described in this Schedule 5 to the Contract;
<b>“Specified Equipment”</b>	means, in respect of any Service specified in column 1 of Table 4.1, the Specified Equipment listed opposite that service in column 2 of Table 4.1;
<b>“Timetable Week”</b>	has the meaning ascribed to it in Part D of the HS1 Network Code;
<b>“Train Service Code” or “TSC”</b>	means the eight character code applied in the Performance Monitoring System and used to identify Services;
<b>“Train Slot”</b>	has the meaning ascribed to it in Part D of the HS1 Network Code; and
<b>“Week Day”</b>	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 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. Train Slots

Table 2.1: Train Slots

Service Description:					Train Slots					
From	To	Applicable Period	TSC	Service Group	Total Week Day	Morning Peak	Evening Peak	Off Peak	Saturday	Sunday
		[All Year]		A						
		[All Year]		A						
		[All Year]		A						
		[All Year (except [x])]		B						
		[All Year (except [x])]		B						
		[All Year (except [x])]		B						

[Note: For Train Operators which do not distinguish between “Peak” and “Off Peak”, this distinction can be deleted. The table may also need to be amended if a Train Operator wishes to have different numbers of Train Slots on different days. This will be on a case-by-case basis to be agreed between HS1 Ltd and the relevant Train Operator. Applicable Period is also to be completed on a Train Operator by Train Operator basis.]

### *Train Slots*

- 2.1 The Train Operator has Firm Rights to the number of Train Slots in the Working Timetable as listed against each Service specified in Table 2.1 under the heading "Train Slots" during the periods specified under the heading "Applicable Period" in Table 2.1 and on the Days and within the Morning Peaks, Evening Peaks and Off Peaks so listed. Train Slots listed under the sub-headings "Morning Peak", "Evening Peak" and "Off Peak" specified in Table 2.1 are the constituent parts of, and not in addition to, those listed under the sub-heading "Total Week Day" specified in Table 2.1.

Table 2.2: Additional Train Slots

<b>1</b>				<b>2</b>		
<b>Service Description:</b>				<b>Additional Train Slots</b>		
<b>From</b>	<b>To</b>	<b>TSC</b>	<b>Service Group</b>	<b>Week Day</b>	<b>Saturday</b>	<b>Sunday</b>
			A			
			B			
			C			

#### *Additional Train Slots*

- 2.2 The Train Operator has Contingent Rights to the number of additional Train Slots in the Working Timetable as listed against each Service specified in Table 2.2 under the heading "Additional Train Slots" on the Days so listed.

#### *Relief Train Slots*

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

- (a) the whole of the relief Train Slot operating over the Routes as described in Schedule 2; and
- (b) each relief Train Slot being allocated the relevant Train Service Code.

**[Note: Include if applicable in the context of the particular framework track access agreement.]**

#### *Ancillary Movements*

- 2.4 Subject to paragraph 2.5, 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:

- 1.1.1 movements of the Specified Equipment for the purpose of maintenance of the Specified Equipment to and from maintenance depots;
- 1.1.2 movements for crew training purposes; and
- 1.1.3 empty stock movements.

- 2.5 For the purpose of paragraph 2.4, 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.

#### *Public Holidays*

- 2.6 Subject to paragraph 2.7, 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.
- 2.7 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.

#### *Stabling*

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

### 3. Specified Equipment

Table 3.1: Specified Equipment

1					2
Service Description :					
From	To	Description	TSC	Service Group	Specified Equipment
				A	[1 [or 2] x [18] car class [373] electric multiple units]
				B	[1 [or 2] x [18] car class [373] electric multiple units]
				C	[1 [or 2] x [18] car class [373] electric multiple units]

*Specified Equipment*

- 3.1 In respect of each Service specified in column 1 of Table 3.1, the Train Operator has Firm Rights to use the Specified Equipment set out in column 2 of Table 3.1. Any Specified Equipment may not be used until and unless the necessary route clearance has been obtained.

**4. Other Rights**

*Station Calls*

- 4.1 In respect of all Services, the Train Operator has Firm Rights to call at [Stratford International/ Ebbsfleet International / Ashford International].

**[Note: Delete as applicable. Delete in entirety if the international service stops only at St Pancras International.]**



**SCHEDULE 6: PERFORMANCE REGIME**

A	B	C	D	E	F	G	H	I
<b>Traffic Type</b>	<b>HS1 Poor Performance Threshold</b> (average delay per train expressed in minutes)	<b>Payment Rate</b> (per minute of average delay)	<b>HS1 Good Performance Threshold</b> (average delay per train expressed in minutes)	<b>Bonus Payment Rate</b> (per minute of average delay)	<b>Cancellation Minutes</b>	<b>Train Operator's Performance Benchmark</b> (average delay per train expressed in minutes)	<b>HS1 Co Performance Benchmark</b>	<b>TOC on TOC Receipt Benchmark</b>





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

Signed by .....

Print name .....

Duly authorised for and on behalf of

**HS1 LIMITED**

under a power of attorney dated [                      ]

Signed by .....

Print name .....

Duly authorised for and on behalf of

[   ]