

**FRAMEWORK TRACK ACCESS AGREEMENT
FOR PASSENGER SERVICES**

Dated August 2009

Between

HS1 LIMITED

and

EUROSTAR (U.K.) LIMITED

THIS AGREEMENT is made the day of August 2009

BETWEEN:

- (1) HS1 Limited, a company registered in England under number 03539665 having its registered office at 3rd Floor, Eversholt Street, London, NW1 1AY ("**HS1 Ltd**"); and
- (2) Eurostar (U.K.) 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
73 Collier Street
London N1 9BE
All written notices to be marked:
"URGENT: ATTENTION THE HEAD OF SUPPORT SERVICES "
and, whilst it is a shareholder in HS1 Ltd, copied to:
London & Continental Railways Limited
3rd Floor
Eversholt Street
London NW1 1AY
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 (U.K.) 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
76 Marsham Street
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

SCHEDULE 5 – THE SERVICES AND THE SPECIFIED EQUIPMENT

1. DEFINITIONS

1.1 In this Schedule unless the context otherwise requires:

"Additional Specified Equipment"	has the meaning ascribed to it in paragraph 3.3;
"Bid"	has the meaning ascribed to it in Part D of the HS1 Network Code;
"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 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;
"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;
"Scheduled"	means, in relation to the quantum, timing or any other characteristic of a Service, that quantum, timing or other characteristic as included in the Applicable Timetable;
"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;
"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 2.1A and Table 2.1B under the heading "Firm Train Slots" and on the Days so listed, subject to the notes to the respective Table.

Table 2.1A

Service Group - Intercapital					
Service description- London – Paris and Brussels and vice versa					
		Firm Train Slots			
From	To	Week Day (excluding Friday)	Friday	Saturday	Sunday
St Pancras International	Eurotunnel Boundary	25	30	25	24
Eurotunnel Boundary	St Pancras International	25	28	23	28

Notes to Table 2.1A

Table 2.1A 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 2.1A 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 2.1A 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.

Table 2.1B

Service Group - Long Distance Services							
Service description- Long Distance Services (Ski and Avignon)							
				Firm Train Slots			
From	To	Description	Applicable Period	Week Day (excluding Friday)	Friday	Saturday	Sunday
St Pancras International	Eurotunnel Boundary	Ski	From 1 December until 30 April only	0	1	1	0
Eurotunnel Boundary	St Pancras International	Ski	From 1 December until 30 April only	0	0	1	1
St Pancras International	Eurotunnel Boundary	Avignon	From 2 July until 30 September only	0	0	1	0
Eurotunnel Boundary	St Pancras International	Avignon	From 2 July until 30 September only	0	0	0	1

Notes to Table 2.1B

Table 2.1B applies subject to the following:

1. The Train Operator has Firm Rights to the number of passenger Train Slots in the Working Timetable specified in Table 2.1B under the heading "Firm Train Slots" and on the Days so listed during the period specified under the heading "Applicable Period".
2. Ski Services – The Firms Train Slots meant for Ski Services shall not exceed 62 Firm Train Slots per Timetable Year.
2. Avignon Services - The Firms Train Slots meant for Avignon Services shall not exceed 18 Firm Train Slots per Timetable Year.

- 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.
- 2.3 If in any Timetable Period either the Train Operator does not Bid for all the Firm Train Slots to which it is entitled under Table 2.1A or the Firm Train Slots for which it Bids are not all Scheduled, the Train Operator shall have a Contingent Right to Bid for the unused quantum of such Firm Train Slots to be Scheduled 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 2.1A and Table 2.1B, 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 2.1A and Table 2.1B 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 spread 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 2.1A and Table 2.1B, 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

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 Rules of the Route 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 Rules of the Plan 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 its Bid for the relevant Services.

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

Print name

Duly authorised for and on behalf of
HS1 Limited

Signed by

Print name

Duly authorised for and on behalf of
Eurostar (U.K.) Limited