



Eurostar International Limited
Times House
Bravingtons Walk
London N1 9AW
For the attention of: Company Secretary

London & South Eastern Railway Limited
2nd Floor
4 More London Riverside
London SE1 4AU
For the attention of: Finance Director

11 February 2021

Dear Sirs

Side letter to the EIL Track Access Agreement and LSER Track Access Agreement - Approach to the re-apportionment of Avoidable Long-Term Costs and Common Long-Term Costs following the occurrence of a Review Event

1. We refer to:
 - (a) the framework track access agreement for passenger services between HS1 Limited and Eurostar International Limited (“**EIL**”) dated 14 August 2009 as amended from time to time (the “**EIL Track Access Agreement**”); and
 - (b) the framework track access agreement for passenger services between HS1 Limited and London & South Eastern Railway Limited (“**LSER**”) dated 13 March 2014 as amended from time to time (the “**LSER Track Access Agreement**”),each a “**Track Access Agreement**” and together the “**Track Access Agreements**”.
2. This letter is supplemental to the EIL Track Access Agreement and LSER Track Access Agreement.
3. Unless the context otherwise requires, capitalised terms and expressions used but not defined in this letter shall have the meaning given to such terms and expressions in the HS1 Passenger Access Terms dated 1 April 2020 (the “**Terms**”) and the HS1 Network Code dated December 2012.
4. Paragraph 1.2 of Section 1 of the Terms shall be incorporated into this agreement as if references to the “Contract” were references to this agreement.
5. This letter shall be legally binding to those party to it and executed as a deed.

Impact of the coronavirus and the occurrence of a Review Event

6. The Parties acknowledge and agree that:
 - (a) the change in passenger demand resulting from the pandemic caused by the SARS-CoV-2 virus (commonly known as coronavirus) and the public health measures that have been implemented to mitigate the effects of the coronavirus pandemic have resulted in a very significant reduction in the number of domestic and international passengers and, consequently, the ability of train operators to plan and operate their respective passenger services with any degree of certainty;
 - (b) there is continuing uncertainty as to when the number of passengers travelling on international and domestic passenger services that operate on HS1 will return to pre-pandemic levels and passenger numbers are expected to remain below pre-pandemic levels for at least the Timetable Year commencing on the Principal Change Date in December 2020 (the “**2020 Timetable Year**”);
 - (c) in response to ongoing uncertainty and the effects of the coronavirus pandemic EIL has not exercised any of its Firm Rights for Train Slots for the 2020 Timetable Year and proposes to operate Spot Services in order to more closely align the level of international passenger services with the level of passenger demand; and
 - (d) the Terms incorporated into each Track Access Agreement contain a mechanism which requires HS1 Limited to re-apportion the amount of Avoidable Long-Term Costs and Common Long-Term Costs between train operators in certain circumstances as specified in the definition of “Review Event”. The purpose of this mechanism is to ensure that HS1 Limited does not over or under recover certain fixed costs associated with the operation and maintenance of HS1.
7. As a consequence of the steps taken by EIL in response to the coronavirus pandemic each Party acknowledges and agrees that a Review Event occurred on the Principal Change Date in December 2020 (the “**2020 Review Event**”).
8. Following the occurrence of a Review Event HS1 Limited is required to re-apportion Avoidable Long-Term Costs and Common Long-Term Costs between international and domestic passenger train operators in accordance with paragraph 7 of Part 3 of Section 7 of the Terms. In anticipation of HS1 Limited undertaking such re-apportionment in relation to the 2020 Review Event, the Parties, together with the Secretary of State, have had various discussions in order to reach a common understanding as to the basis on which HS1 Limited will undertake the re-apportionment of such costs and determine the new values of OMRCA_{SGV} and OMRCB_{SGV} charges for LSER and EIL.

Approach to re-apportioning Avoidable Long-Term Costs and Common Long-Term Costs

9. The Parties agree that in undertaking the re-apportionment of Avoidable Long-Term Costs and Common Long-Term Costs and determining the values of OMRCA_{SGV} and OMRCB_{SGV} in relation to the 2020 Review Event HS1 Limited shall use the following number of international and domestic train paths in order to determine the expected train minutes that domestic and international train operators will operate services on HS1 taking into account the operation of the Supplemental Agreement dated 27 August 2010 (as amended and restated on 27 March 2015) to the Concession Agreement for the design, construction, financing, operation, repair and maintenance of High Speed:

Period	Number of domestic train paths	Number of international train paths
Year commencing on 1 April 2020 and ending on the Principal Change Date in December 2020	39,226	13,076
Timetable Year commencing in December 2020	54,134	2,444
Timetable Year commencing in December 2021	55,500	14,160
Timetable Year commencing in December 2022	55,500	15,930
Timetable Year commencing in December 2023	55,500	17,700
Timetable Year commencing in December 2024 (but ending on 31 March 2025).	17,077	5,446

10. The Parties acknowledge and agree that:

- (a) the number of domestic and international passenger train paths set out in the table above:
- (i) represent the quantum of domestic and international passenger services that have incurred, or are forecast at the time of this agreement to incur, OMRCA_{2SGV} and OMRCB_{SGV} access charges in the applicable period rather than the aggregate number of domestic and international passenger services that have operated, or are forecast to operate, on HS1 during such period;
 - (ii) only apply to the re-apportionment of Avoidable Long-Term Costs and Common Long-Term Costs and the determination of the values of OMRCA_{2SGV} and OMRCB_{SGV} in respect of the 2020 Review Event; and
 - (iii) shall not in any manner constitute any precedent or guidance as to quantum of train paths that should be used by HS1 Limited in undertaking the re-apportionment of Avoidable Long-Term Costs and Common Long-Term Costs or the determination of the values of OMRCA_{2SGV} and OMRCB_{SGV} in respect of any Review Event that occurs after the Principal Change Date in December 2020; and
- (b) in undertaking the re-apportionment of Avoidable Long-Term Costs and Common Long-Term Costs and the determination of the values of OMRCA_{2SGV} and OMRCB_{SGV} in accordance with paragraph 7 to Part 3 to Section 7 of the Terms and in respect of any Review Event that occurs in respect of any Timetable Year commencing on or after the Principal Change Date in 2021 but prior to the end of Control Period 3, HS1 Limited shall take account of the quantum of domestic and international passenger services that:

- (i) have had OMRCA_{2SGV} and OMRCB_{SGV} access charges paid by the Train Operators (or any Additional Operators) in the period commencing on the start of Control Period 3 and ending on the Principal Change Date on which the relevant Review Event occurs;
- (ii) are expected at the time of the relevant Review Event to incur OMRCA_{2SGV} and OMRCB_{SGV} access charges during the Timetable Year to which the relevant Review Event applies; and
- (iii) are forecast at the time of the relevant Review Event to incur OMRCA_{2SGV} and OMRCB_{SGV} access charges during the Timetable Years (or part thereof) in Control Period 3 which are subsequent to the Timetable Year to which the relevant Review Event applies,

so as to ensure that there is no under recovery or over recovery of Avoidable Long-Term Costs and Common Long-Term Costs by HS1 Limited during Control Period 3.

11. Given the continuing uncertainty as to the number of domestic and international services that will operate in each Timetable Year prior to the end of Control Period 3, the Parties agree that the definition of "Review Event" in the Terms shall be amended from the date of this agreement by replacing the "." at the end of limb (aa) of the definition with the following:

“; or

(b) the Principal Change Date in December 2021 and each Principal Change Date occurring in each subsequent year prior to 1 April 2025.”

12. Without prejudice to paragraph 19 below:

- (a) as soon as reasonably practicable following the publication of the First Working Timetable for the Timetable Year commencing in December 2021 and for each subsequent Timetable Years commencing prior to 1 April 2025, HS1 Limited shall discuss with the Parties and each Additional Operator (as described in paragraph 26(a)) the basis on which it proposes to re-apportion Avoidable Long-Term Costs and Common Long-Term Costs and determine the values of OMRCA_{2SGV} and OMRCB_{SGV} in respect of the Review Event that will occur on the Principal Change Date for the relevant Timetable Year;
- (b) unless the Parties and each Additional Operator agree an approach for re-apportioning Avoidable Long-Term Costs and Common Long-Term Costs and determining the values of OMRCA_{2SGV} and OMRCB_{SGV} in relation to a Review Event of the kind described in paragraph (b) of the definition of "Review Event" (including, where necessary, agreeing any amendments to the track access agreements and such amendments have been approved by the ORR), following the occurrence of a Review Event, HS1 Limited shall re-apportion Avoidable Long-Term Costs and Common Long-Term Costs and determine the values of OMRCA_{2SGV} and OMRCB_{SGV} applicable to each Train Operator and each Additional Operator (if any) in accordance with paragraph 7 of Part 3 of Section 7 of the Terms and as described in paragraph 10(b) above; and
- (c) other than to the extent provided in paragraph 10(b) the arrangements set out in this agreement shall not constitute any direction, methodology, precedent or guidance as to the basis on which the re-apportionment and determination of such charges should be undertaken by HS1 Limited.

Charging and invoicing arrangements

13. The Parties acknowledge and agree that:

- (a) following reapportionment of the Avoidable Long-Term Costs and the Common Long-Term Costs in connection with the 2020 Review Event HS1 Limited will issue notices (each a "**Review Notice**") advising EIL and LSER of the revised values of OMRCAS_{SGV} and OMRCB_{SGV} applicable to their respective Track Access Agreement;
- (b) the revised values of OMRCAS_{SGV} and OMRCB_{SGV} will apply with effect from the Principal Change Date occurring in December 2020, and the existing value of OMRCAS_{SGV} set out in Column G and the existing value of OMRCB_{SGV} set out in Column H in Schedule 4 to the relevant Track Access Agreement shall be deemed to be amended by replacement with such revised values;
- (c) it is anticipated that HS1 Limited will issue the Review Notices to EIL and LSER in relation to the 2020 Review Event on or around 12 February 2021 and the following arrangements shall apply until the Principal Change Date in December 2021:
 - (i) in relation to the Period commencing on 13 December 2020 and ending on 9 January 2021 and the Period commencing on 10 January 2021 and ending on 6 February 2021,
 - (A) subject to paragraphs 13(c)(i)(B) and 17 below, HS1 Limited shall invoice EIL and LSER in accordance with Part 4 of Section 7 of the Terms (as supplemented by this agreement) on the basis of the value of the Track Charges in effect as at the Principal Change Date in December 2020 (and assuming that no Review Notice in relation to the 2020 Review Event has been issued by HS1 Limited); and
 - (B) HS1 Limited shall in each Period invoice EIL in accordance with paragraph 14;
 - (ii) in relation to the Period commencing on 7 February 2021 and each subsequent Period in the 2020 Timetable Year,
 - (A) subject to paragraphs 13(c)(ii)(B) and 17 below, HS1 Limited shall invoice LSER and EIL in accordance with Part 4 of Section 7 of the Terms (as supplemented by this agreement) on the basis of the value of the Track Charges as modified by the Review Notice issued by HS1 Limited in relation to the 2020 Review Event and any subsequent variations, indexations, updates or adjustments to the value of the Track Charges as permitted by the applicable Track Access Agreement; and
 - (B) HS1 Limited shall invoice EIL in accordance with paragraph 14;
 - (iii) without prejudice to the wash-up mechanism contained in paragraphs 10 and 10A of Part 2 to Section 7 of the Terms, within a reasonable period of time following the serving of the Review Notices on each Train Operator by HS1 Limited, HS1 Limited shall undertake an exercise to wash up the difference between:
 - (A) the amounts invoiced in each Period to a Train Operator in accordance with paragraph 13(c)(i) above; and
 - (B) the amounts that would have been invoiced to that Train Operator in such Periods if such invoices had been issued on the basis of the

revised values of OMRCA_{2SGV} and OMRCB_{SGV} that were notified to the relevant Train Operator following the re-apportionment of Common Long-Term Costs and Avoidable Long-Term Costs as contemplated by this agreement,

(such difference the “**Transitional Wash-Up Amount**”). HS1 Limited shall invoice the relevant Train Operator the Transitional Wash Up Amount in the Period following the completion of the wash-up exercise contemplated by this paragraph 13(c)(iii) and the provisions of Part 4 to Section 7 of the Terms shall apply as if the invoice for the Transitional Wash-Up Amount was issued in accordance with paragraph 1.1A of Part 4 to Section 7 of the Terms.

14. Subject to paragraph 17 below notwithstanding the provisions of the Terms and given the uncertainty as to the number of Spot Services to be operated by EIL in any Period in the 2020 Timetable Year:
- (a) EIL shall pay to HS1 Limited in accordance with Part 4 to Section 7 of the Terms, the relevant amounts of IRC, Additional IRC, OMRCA1, OMRCA2, OMRCB, OMRCB, OMRCB, OMRCB (in each case, as such charges may be re-apportioned, varied, indexed, updated or adjusted in accordance with this agreement and the Terms) (“**CTP Charges**”) in respect of 2,444 international train paths for the 2020 Timetable Year irrespective of whether those services are actually operated by EIL (the “**Committed Train Paths**”). HS1 Limited shall be entitled to invoice EIL for the Committed Train Paths in accordance with paragraphs 14(b) and (c) below;
 - (b) subject to paragraph 14(c) below HS1 Limited shall be entitled to invoice EIL for the Committed Train Paths in each Period occurring in the 2020 Timetable Year. For this purpose HS1 Limited shall assume that EIL will operate one thirteenth of the total number of Committed Train Paths in each Period during the 2020 Timetable Year, being 188 international passenger services per Period (such amount being the “**Period Baseline Services**”);
 - (c) in relation to each Period referred to in paragraph 13(c)(i) and notwithstanding the actual number of services operated by EIL in each such Period, HS1 Limited shall invoice EIL the CTP Charges in respect of Period Baseline Services in each Period as soon as reasonably practicable following the end of the relevant Period, and on the basis of the value of the CTP Charges in effect as at the Principal Change Date in December 2020 (and assuming that no Review Notice has been issued by HS1 Limited). Part 4 of Section 7 of the Terms shall apply to each invoice issued pursuant to this paragraph 14(c) as if it was issued in accordance with paragraph 1.1 of Part 4 to Section 7 of the Terms;
 - (d) without prejudice to paragraph 14(b) or (c) above where in a Period in the 2020 Timetable Year EIL operates one or more international passenger services in excess of the Period Baseline Services (such services being “**Additional Services**”):
 - (i) HS1 Limited shall be entitled to invoice EIL all Track Charges for such Additional Services (including the relevant amounts of IRC, Additional IRC, OMRCA1 and OMRCB) provided that HS1 Limited shall not invoice EIL for the amounts of OMRCA2 or OMRCB in respect of such Additional Services;
 - (ii) any invoice to be issued by HS1 Limited pursuant to paragraph 14(d)(i) shall be issued as soon as reasonably practicable following the end of the relevant Period and the provisions of Part 4 to Section 7 of the Terms shall apply to such invoices as if they were issued in accordance with paragraph 1.1 of Part 4 to Section 7 of the Terms;

- (e) by no later than 1 February 2022 HS1 Limited shall undertake a wash-up of the number of international passenger services operated by EIL in the 2020 Timetable Year and the amounts paid by EIL in relation to such international passenger services so as to ensure that the amounts of Track Charges (including without limitation IRC, Additional IRC, OMRCA1, OMRCA2, OMRCB, OMRCC) which have been invoiced and paid by EIL comply with the principles set out in this agreement (including paragraph 14(a), 14(d)(i) and 15(a)). Where HS1 Limited determines that:
- (i) there is a shortfall in the amount of Track Charges paid by EIL, HS1 Limited shall issue an invoice to EIL for the amount of such shortfall and the provisions of paragraph 1.1A to Part 4 of Section 7 of the Terms shall apply as if references to the "Wash-up Amount" were references to the amount of the shortfall; or
 - (ii) there has been an overpayment of Track Charges by EIL, HS1 Limited shall provide EIL with a refund of the relevant overpayment as soon as reasonably practicable following completing the wash-up contemplated by this paragraph 14(e); and
- (f) without prejudice to EIL's obligation pursuant to paragraph 14(a) to pay the CTP Charges in relation to the Committed Train Paths, the wash-up conducted under paragraph 14(e) shall be conducted on the basis of the aggregate number of international passenger services operated by EIL in the 2020 Timetable Year, so that shortfalls in the number of services operated in one Period against the Period Baseline Services are offset against Additional Services operated in other Periods.
15. The Parties acknowledge and agree that:
- (a) to ensure that HS1 Limited does not over recover the amount of Avoidable Long-Term Costs and Common Long-Term Costs in the 2020 Timetable Year no Train Operator shall be liable to pay OMRCA2 or OMRCB on any passenger services operated in excess of the number of services for the 2020 Timetable Year set out in the table in paragraph 9 of this agreement applicable to that Train Operator;
 - (b) the Appendix to this agreement sets out, for illustrative purposes only, a spreadsheet showing how the invoicing arrangements for EIL are intended to operate. If there is any conflict between the terms of this agreement and the spreadsheet, the terms of this agreement shall prevail; and
 - (c) EIL has not committed to operating any volume of passenger services for any Timetable Year following the 2020 Timetable Year.
16. For the purposes of Part D of the HS1 Network Code and other matters relating to the timetabling of passenger services, the Parties agree that the Committed Train Paths shall be treated as Train Operator Variation Requests.
17. The Parties agree that the arrangements described in this agreement shall not affect in any manner:
- (a) the basis on which OMRCC_{SGV} is calculated or recovered from a Train Operator (including any update or variation to the value of OMRCC_{SGV} undertaken in accordance with the Terms); or
 - (b) the basis of calculation or the basis for invoicing of (i) the Traction Electricity Charge; or (ii) any other Track Charge to the extent not expressly addressed in this agreement.

General

18. This agreement sets out the Parties' agreed understanding in relation to: (a) the principles on which Common Long-Term Costs and Avoidable Long-Term Costs shall be reapportioned and the values of OMRCA_{2SGV} and OMRCB_{SGV} determined in relation to the 2020 Review Event, and (b) the basis on which EIL and LSER shall be invoiced for Spot Services during the 2020 Timetable Year.
19. No Party:
 - (a) shall present or seek to rely on, or bring any claim, proceedings or dispute on the basis of, any interpretation of its Track Access Agreement that is contrary to or inconsistent with the matters described in paragraph 18; or
 - (b) shall argue that a Track Access Agreement should be interpreted in a way that is contrary to any provision of this agreement.
20. Notwithstanding paragraph 19 above, each Party acknowledges that no Party is agreeing or waiving any rights in respect of: (a) the basis on which Common Long-Term Costs and Avoidable Long-Term Costs should be reapportioned and the values of OMRCA_{2SGV} and OMRCB_{SGV} determined in relation to any subsequent Review Event (other than the 2020 Review Event); or (b) the basis on which Spot Services are charged and invoiced following the Principal Change Date in December 2021.
21. To the extent that any sums paid or payable under this agreement are found to be unlawful State aid by the European Commission, the Competition and Markets Authority or other competent regulator in the United Kingdom, or a court of competent jurisdiction, the Secretary of State shall be entitled, by notice in writing, to require the party which benefited from such aid to repay such sums that are found to constitute unlawful State aid.
22. This agreement is supplemental to each Track Access Agreement. The Parties acknowledge that this agreement has been approved by the Office of Rail and Road, and complies with paragraph 5.2(a) of Section 9 of the Terms.
23. For the purposes of this agreement a reference to the "Parties" means HS1 Limited, EIL and LSER, and reference to a "Party" is a reference to HS1 Limited, EIL or LSER. References to a "Train Operator" shall mean either EIL or LSER (as applicable).
24. Each Party agrees that this agreement: (i) constitutes the whole agreement in relation to its subject matter and supersedes any previous agreement between the Parties in relation to its subject matter including, without limitation any heads of terms; and (ii) to the extent permitted by law, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.
25. Each Party agrees that: (i) this agreement is made on the basis that, no Party has been induced to enter into this agreement by, nor has relied on, any statement, representation, warranty, assurance, covenant, indemnity, undertaking or commitment ("**Representation**") which is not expressly set out in this agreement; and (ii) its only right of action in relation to any innocent or negligent Representation set out in this agreement or given in connection with this agreement shall be for breach of contract. All other rights and remedies in relation to any such Representation (including those in tort or arising under statute) are excluded.
26. No term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this agreement save that:
 - (a) a domestic or international passenger train operator that is not a Party to this agreement and which has entered into a framework track access agreement or a track access agreement with HS1 Limited and such agreement is in full force and effect



- (“**Additional Operator**”) shall have the right under the Contracts (Rights of Third Parties) Act 1999 to directly enforce paragraph 12(a) of this agreement; and
- (b) the Secretary of State shall have the right under the Contracts (Rights of Third Parties) Act 1999 to directly enforce paragraph 21 of this agreement.
27. Paragraph 1 (Confidentiality) of Section 9 of the Terms shall apply to this agreement, mutatis mutandis.
28. This agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same document. Any Party may enter into this agreement by signing any of such counterparts.

Please confirm your agreement to the provisions of this agreement by signing below and return the signed letter to us.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Dyan Crowther', with a stylized flourish at the end.

Dyan Crowther
Chief Executive Officer



In witness whereof this letter has been executed and delivered as a deed by the parties hereto on the date first written above.

EXECUTED as a DEED by)
HS1 LIMITED acting by:)
Dyan Crowther under a)
power of attorney dated)
22 September 2020)
in the presence of:)
)
)
)
)
)
)
)

[Handwritten signature]
.....

Authorised signatory

[Handwritten signature]
.....

Witness signature

Georgina Crowther
.....

Witness name

302 Wedon Way
Bygrave
Baldock SG75DX
.....

Witness address



HS1 Limited
5th Floor
Kings Place
90 York Way
London
N1 9AG

Telephone 020 7014 2700

EXECUTED as a DEED by _____)

EUROSTAR INTERNATIONAL)

LIMITED acting by: _____)

_____Jacques Damas_____)

and _____)

_____Gareth Williams_____)

A handwritten signature in black ink, appearing to be "G. Damas".

.....
Director

A handwritten signature in black ink, appearing to be "G. Williams".

.....
Secretary



HS1 Limited
5th Floor
Kings Place
90 York Way
London
N1 9AG

Telephone 020 7014 2700

Appendix

Appendix - Illustrative Example of Invoicing Arrangements for EIL for the 2020 Timetable Year

	Column A			Column B	Column C	Column D	Column E	Column F
	Start	End	Days	<u>"Operated"</u>	<u>Period Baseline Services</u>	<u>S.B. Delta</u>	<u>"Overpaid"</u>	+ / -
2020/21								
P10	13/12/2020	09/01/2021	28	220	188	32	0	
P11	10/01/2021	06/02/2021	28	160	188	0	28	
P12	07/02/2021	06/03/2021	28	160	188	0	28	
P13	07/03/2021	31/03/2021	25	160	188	0	28	
2021/22								
P1	01/04/2021	01/05/2021	31	180	188	0	8	
P2	02/05/2021	30/05/2021	28	220	188	32	0	
P3	31/05/2021	27/06/2021	28	220	188	32	0	
P4	28/06/2021	24/07/2021	28	220	188	32	0	
P5	25/07/2021	21/08/2021	28	220	188	32	0	
P6	22/08/2021	18/09/2021	28	220	188	32	0	
P7	19/09/2021	16/10/2021	28	220	188	32	0	
P8	17/10/2021	13/11/2021	28	220	188	32	0	
P9	14/11/2021	11/12/2021	28	220	188	32	0	
			Totals	2640	2444	288	92	196

Notes

- The general principle is that for the Timetable Year commencing on the Principal Change Date in December 2020
 - EIL has committed to pay IRC, Additional IRC and full OMRC (A1, A2, B and C) on 2444 train services regardless of whether they are actually operated ("Committed Train Paths")
 - where and to the extent that EIL operates in excess of 2444 train services, it will not be charged OMRC A2 and OMRC B for such services
 - Column A sets out the dates of each railway period during the Timetable Year commencing on the Principal Change Date in December 2020 and the number of days in each such period
 - Column B sets out the number of train paths assumed for the purpose of the illustration to be actually operated by EIL in the relevant Period
 - Column C sets out the number of train paths which HS1 will assume EIL will operate for the purposes of invoicing on a per Period basis for IRC, Additional IRC and full OMRC (A1, A2, B and C) (being 1/13th of the 2444 Committed Train Paths).
 - Column D sets out the difference where the number of train paths operated by EIL in the relevant Period is higher than the number of train paths assumed by HS1 that will be operated. Where the SB Delta is greater than zero in a period this reflects the number of additional services that EIL has operated in that Period in excess of the number of Committed Train Paths for that Period.
- HS1 is entitled to invoice EIL IRC, Additional IRC and OMRC (other than OMRC A2 and OMRC B) for these additional services as soon as reasonable practicable following the end of the relevant Period.**
- Column E sets out the difference where the number of train paths operated by EIL in the relevant Period is lower than the number of train paths assumed to be operated by EIL in that Period. Where the number in a Period is greater than zero this reflects the shortfall in the number of Committed Train Paths that were not operated by EIL in that Period.
 - Column F sets out the difference between the aggregate of the SB Delta and Overpaid columns. Where:
 - this number is greater than zero, this indicates that number of services EIL has operated in excess of the 2444 Committed Train Paths. EIL would only incur IRC, Additional IRC and OMRC A1 and OMRC C (and the Traction Electricity Charge) on such additional services. If this number is less than zero, it indicates that EIL has operated less than the total number of Committed Train Paths (2444).

HS1 will conduct a wash-up following the end of the Timetable Year in accordance with paragraph 12 of the Side Letter to ensure that correct amounts of IRC, Additional IRC and OMRC (A1, A2, B and C) have been paid by EIL.