

Abellio East Midlands Limited (company number 09860485)

2<sup>nd</sup> Floor St Andrew's House,

18-20 St Andrew Street,

London,

EC4A 3AG

2020

Dear Sirs

**Leeds Neville Hill Depot – Depot Access Agreement – capacity management during Transition Period**

**1. BACKGROUND**

**1.1** We refer to the depot access agreement between you and us for light maintenance services at Leeds Neville Hill Depot ("the Depot") dated on or about the date of this letter (the Depot Access Agreement), a copy of which is annexed to this letter at Schedule 2. In this side letter and except where otherwise defined in this letter, expressions defined in the Depot Access Agreement and used in this letter have the meaning set out in the Depot Access Agreement.

**1.2** The parties acknowledge that due to certain capacity constraints at the Depot the minimum levels of services, as set out in part A to schedule 1 to this letter ("the Minimum IEP Requirements") cannot be provided by the DFO in full until the end of the Transition Period (as defined below), at which point it is expected that London and North Eastern Limited's ("LNER") existing fleet (comprising Class 91 Locomotives, MKIV Trailer Cars, Class 43 Power Cars and HST Trailer Cars) ("LNER Legacy Fleet") at the Depot shall have been withdrawn from passenger service. It is also acknowledged that, as at the date of execution of the Depot Access Agreement, it has not been possible for the Beneficiary to provide details of when the Minimum IEP Requirements are requested to be provided by the DFO to the Beneficiary during the period commencing on the acceptance of the first Intercity Express Super Express Train to be provided by the Beneficiary pursuant to the Beneficiary's manufacturing agreement with Agility Trains East Limited and ending on the acceptance of the last Intercity Express Super Express Train ("the Transition Period").

**1.3** The purpose of this side letter is to document and agree the parties approach during the term of the Depot Access Agreement to addressing certain capacity constraints at the Depot during the Transition Period that arise as a result of uncertainties over the timing of the planned withdrawal of the Legacy Fleet from passenger service and the introduction of Intercity Express Super Express Trains into passenger service.

**2. AGREEMENT**

**2.1** In consideration of the sum of one pound sterling (£1) receipt of which is acknowledged, we agree as follows:

- (a)** From the date of this letter and for the duration of the Depot Access Agreement the parties to this letter agree to meet not less than once every 4 weeks to discuss in good faith the required minimum and maximum service levels in respect of the Beneficiary Depot Services to be provided under the Depot Access Agreement for the following Reporting Period, each party acting reasonably having regard to the parties understanding of the planned timing for the commencement of light maintenance services in respect of Fleet Vehicles pursuant to the Beneficiary's manufacturing and train maintenance agreements with Agility Trains East Limited,

 **Hitachi Rail Limited**

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the planned timing of the withdrawal of the LNER Legacy Fleet from light maintenance services at the Depot, and the parties respective understanding of LNER's diagrams for the Fleet Vehicles for the following Reporting Period;

- (b) Where it is identified pursuant to paragraph 2.1(a) of this letter that the minimum and/or maximum level of certain Beneficiary Depot Services will need to be increased to meet the expected maintenance requirements in respect of LNER's diagrams for the Fleet Vehicles for the following Reporting Period and such additional Beneficiary Depot Services can be provided by the Depot Facility, acting reasonably and having regard to the planned timing of the withdrawal of the LNER Legacy Fleet from light maintenance services at the Depot, then the parties shall agree revised minimum and maximum levels in respect of the Beneficiary Depot Services included in the Depot Access Agreement, and subject to the approval of the Office of Rail and Road where applicable, the Depot Access Agreement shall be amended accordingly; and,
- (c) In circumstances where the Depot Access Agreement continues in force until the end of the Transition Period, then the parties agree that from the date immediately following the end of the Transition Period, subject to the corresponding withdrawal of the LNER legacy Fleet which will release Depot capacity, the minimum and maximum service levels in respect of the Beneficiary Depot Services will be increased to a level equivalent to the Minimum IEP Requirements and, subject to the approval of the Office of Rail and Road where applicable, the Depot Access Agreement amended accordingly.

### 3. INTENTION TO BE BOUND

The parties intend this letter to be legally binding.

### 4. THIRD PARTY RIGHTS

No one other than a party to this letter, their successors and permitted assignees, shall have any right to enforce any of its terms.

### 5. GOVERNING LAW

This letter and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

### 6. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this letter or its subject matter or formation.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

Authorised Signatory  
on behalf of **Hitachi Rail Limited**

ENCLOSURE 2

We hereby acknowledge receipt and accept the contents of this letter

.....  
Authorised Signatory  
On behalf of **Abellio East Midlands Limited**

Date .....

## Schedule 1

### Minimum and Maximum IEP Requirements – Neville Hill Depot

#### 1-day Exams

- **Minimum number of 1-day Exams**

	Vehicle Maintenance – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of 1-day Exams	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	33488

- **Maximum number of 1-day Exams**

	Vehicle Maintenance – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of 1-day Exams	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400

#### Fuelling and Fuel Point Exams

Facilities required:

- fuelling including urea fuel additive, CET (Controlled Emission Toilet) tank emptying, tanking, refilling windscreen wash, refilling sanders;
- for train formations of five (5) vehicles (length 130m), nine (9) vehicles (length 234m) or 10 vehicles (length 260m).

- **Minimum Level of Services**

	Fuelling and Fuel Point Exams – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Fuel Point Exams	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	33488

- **Maximum Level of Services**

	Fuelling and Fuel Point Exams – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Fuel Point Exams	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400

### Exterior Cleaning – Minimum Level of Services

Facilities required for train formations of five (5) vehicles (length 130m), nine (9) vehicles (length 234m) or 10 vehicles (length 260m).

- **Minimum Level of Services:**

	Exterior Cleaning – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Exterior Cleans	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	33488

- **Maximum Level of Services**

	Exterior Cleaning – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Exterior Cleans	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400

### Stabling

For train formations of five (5) vehicles (length 130m), nine (9) vehicles (length 234m) or 10 vehicles (length 260m).

**Minimum Level of Services:**

	Stabling – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Vehicles	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	33488
Number of concurrent HSE at any time	20	20	20	20	20	20	20	20	20	20	20	20	20	n/a
Number of concurrent formations longer than 5 Vehicles (up to 10 Vehicles) at any time	8	8	8	8	8	8	8	8	8	8	8	8	8	n/a

- **Maximum Level of Services:**

	Stabling – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Vehicles	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400
Number of concurrent HSE at any time	20	20	20	20	20	20	20	20	20	20	20	20	20	n/a
Number of concurrent formations longer than 5 Vehicles (up to 10 Vehicles) at any time	8	8	8	8	8	8	8	8	8	8	8	8	8	n/a

**Interior cleaning**

Facilities required for train formations of five (5) vehicles (length 130m), nine (9) vehicles (length 234m) or 10 vehicles (length 260m).

All work shall be carried out by the DFO's staff.

- **Minimum Level of Services:**

	Interior Cleaning – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Interior Cleans	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	2576	33488

- **Maximum Level of Services:**

	Interior Cleaning – Super Express Train Vehicles													
	Consecutive Reporting Periods in each Reporting Year													
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Number of Interior Cleans	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	36400

**Schedule 2**

**Depot Access Agreement – Leeds Neville Hill Depot**

*[Insert DAA]*