

Dated 5 November 2015

between

HS1 LIMITED

and

EUROSTAR INTERNATIONAL LIMITED

FIFTH SUPPLEMENTAL AGREEMENT
relating to the
FRAMEWORK TRACK ACCESS AGREEMENT
for Passenger Services dated 14 August 2009, as amended by a First
Supplemental dated 17 February 2011, Second Supplemental Agreement dated 16
February 2012, Third Supplemental Agreement dated 6 December 2012, and Fourth
Supplemental Agreement dated 30 April 2015

THIS FIFTH SUPPLEMENTAL AGREEMENT is made the 5 day of November 2015

BETWEEN:

- (1) **HS1 LIMITED**, a company registered in England and Wales under number 03539665 having its registered office at 12th Floor, One Euston Square, 40 Melton Street, London, NW1 2FD ("**HS1 Ltd**"); and
- (2) **EUROSTAR INTERNATIONAL LIMITED**, a company registered in England and Wales under number 2462001 having its registered office at Times House, Bravingtons Walk, London N1 9AW (the "**Train Operator**").

WHEREAS

- (A) Pursuant to a framework track access agreement for passenger services dated 14 August 2009 (as amended) (the "**Track Access Agreement**") made between HS1 Ltd and the Train Operator, HS1 Ltd granted the Train Operator permission to use certain track comprised in HS1.
- (B) HS1 Ltd and the Train Operator have agreed to amend and restate the Track Access Agreement as set out in this Fifth Supplemental Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Save as expressly provided to the contrary in this Fifth Supplemental Agreement, unless the context requires otherwise:
 - (a) words and expressions defined in the Track Access Agreement shall have the same meaning when used in this Fifth Supplemental Agreement; and
 - (b) the rules of interpretation set out in paragraph 1.2 of Section 1 to the Terms have effect in relation to this Fifth Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

- 2.1 The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.
- 2.2 Effective Date means the later of:
 - (a) in the event that the Office of Rail and Road issues its approval of this Supplemental Agreement (the "Approval") at or before 02:00 on 20 November 2015, 02:00 on 20 November 2015; and

- (b) in the event that the Office of Rail and Road issues the Approval after 02:00 on 20 November 2015, 02:00 on the day following the date on which the Office of Rail and Road issues the Approval.

3. AMENDMENTS

- 3.1 The Track Access Agreement shall be amended and restated so that it shall be read and construed as set out in Appendix 1 to this Fifth Supplemental Agreement.

4. CONTINUATION

- 4.1 This Fifth Supplemental Agreement is supplemental to the Track Access Agreement.
- 4.2 Except as varied by the terms of this Fifth Supplemental Agreement, the Track Access Agreement will remain in full force and effect and any reference in the Track Access Agreement to the Contract or to any provision of the Contract will be construed as a reference to the Track Access Agreement, or that provision of the Track Access Agreement, as amended by this Fifth Supplemental Agreement.

5. MISCELLANEOUS

The provisions of paragraphs 1 (*Confidentiality*), 2 (*Assignment and Novation*), 3 (*Dispute Resolution*), 4 (*Railways Regulations*), 5.1 (*Non Waiver*), 5.2 (*Amendment*), 5.3 (*Entire Contract and Exclusive Remedies*), 5.4 (*Notices*), 5.7 (*Contracts (Rights of Third Parties) Act 1999*) and 5.8 (*Invalidity*) of Section 9 of the Terms shall apply to this Fifth Supplemental Agreement as though those paragraphs were set out in this Fifth Supplemental Agreement, but as if references in those paragraphs to "the Contract" were references to "this Fifth Supplemental Agreement".

6. COUNTERPARTS

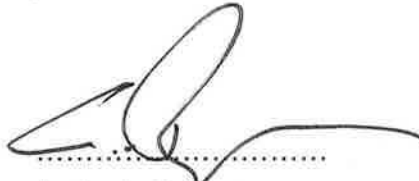
This Fifth Supplemental Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts each of which, when executed and delivered, shall constitute an original but all the counterparts shall together constitute one and the same instrument.


7. GOVERNING LAW

This Fifth Supplemental Agreement and any non-contractual obligations arising out of or connected with this Fifth Supplemental Agreement shall be governed by and construed in accordance with the laws of England.

IN WITNESS whereof this **FIFTH SUPPLEMENTAL AGREEMENT** has been executed and delivered as a deed by the parties hereto on the day and year first written above.

EXECUTED as a DEED by)
HS1 LIMITED acting by:)
GRAEME THOMPSON)
under a power of attorney)
dated 18 SEPTEMBER)
2015)
)
)



.....
Authorised signatory


.....
Witness

Witness name: PHILIP WATLING

Witness address: 12TH FLOOR, ONE EUSTON
SQUARE, 40 MELTON STREET,
LONDON, NW1 2FD

EXECUTED as a DEED by)
EUROSTAR)
INTERNATIONAL)
LIMITED acting by)
)
)


.....
Director


.....
Director/Secretary

APPENDIX 1

Amended and Restated Track Access Agreement

**FRAMEWORK TRACK ACCESS AGREEMENT
FOR PASSENGER SERVICES**

Dated 14 August 2009, amended by a First Supplemental Agreement dated 17 February 2011, Second Supplemental Agreement dated 16 February 2012, Third Supplemental Agreement dated 6 December 2012, Fourth Supplemental Agreement dated 30 April 2015 and a Fifth Supplemental Agreement dated [•]

Between

HS1 LIMITED

and

EUROSTAR INTERNATIONAL LIMITED

THIS AGREEMENT is made the 14th August 2009, amended by a First Supplemental Agreement dated 17 February 2011, Second Supplemental Agreement dated 16 February 2012, Third Supplemental Agreement dated 5 December 2012, Fourth Supplemental Agreement dated 30th April 2015 and a Fifth Supplemental Agreement dated [•]

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) Eurostar International 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 1 April 2015 edition of the HS1 Passenger Access Terms.
- 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
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:
Eurostar International 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
Great Minister House
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. Access agreements between (1) the Train Operator and (2) HS1 Ltd granting the Train Operator permission to use St Pancras International, Ebbsfleet International and Ashford 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

PART 1

Other Services Charge – None

PART 2

A	B	C	D	E	F	G	H	I	J
Service Group	Vehicle Category	IRC Per Train Per Minute	Discount Factor	Chargeable Journey Time (Minutes)	DI Costs OMRCA1	DI Costs OMRCA2	LTOP Costs OMRCB	Pass Through Costs OMRCC	Additional IRC Per Train Per Minute
Paris	Standard Specified Equipment	£69.57	1	31	£7.40	£12.94	£20.07	£7.73	£0.85
Brussels	Standard Specified Equipment	£69.57	B _p	31	£7.40	12.94	£20.07	£7.73	£0.85
Marne la Vallee	Standard Specified Equipment	£69.57	1	31	£7.40	£12.94	£20.07	£7.73	£0.85
Ski	Standard Specified Equipment	£69.57	1	31	£7.40	£12.94	£20.07	£7.73	£0.85
Provence	Standard Specified Equipment	£69.57	P _p	31	£7.40	£12.94	£20.07	£7.73	£0.85

Notes to Table:

1. For the purposes of the table above:

B_p means, for the purpose of calculating the Adjusted IRC Per Train in accordance with paragraph 2.1 of Part 2 to Section 7 to the Terms, the Discount Factor for the Service Group for Brussels services ("**Brussels Services**") in Period p as determined in accordance with Part 3 of this Schedule 4.

P_p means, for the purpose of calculating the Adjusted IRC Per Train in accordance with paragraph 2.1 of Part 2 to Section 7 to the Terms, the Discount Factor for the Service Group for Provence services ("**Provence Services**") in Period p as determined in accordance with Part 4 of this Schedule 4.

2. The Additional IRC set out in Column J of the table above shall be levied by HS1 Ltd on the Train Operator between:

a. 1 April 2015; and

b. the earlier of:

i. the date of expiry or earlier termination of this Agreement; and

ii. 31 March 2025.

3. The Additional IRC to be levied by HS1 Ltd on the Train Operator shall at the commencement of each Relevant Year be multiplied by I, where I equals:

$$\frac{RPI_t}{RPI_0}$$

where:

RPI_t means the RPI published or determined with respect to February in Relevant Year t-1; and

RPI_0 means the RPI published or determined with respect to February 2013 provided that where a value of RPI published or determined with respect to any February is lower than the value of RPI published or determined with respect to any previous February in or after 2013, RPI shall remain at the higher value.

PART 3

Brussels Discount Factor

1. The value of B_p in Period p shall be the value specified in column 2 of Table A below which corresponds to the Timetable Year in which Period p occurs provided that where, in respect of a Timetable Year commencing on the Principal Change Date in 2015 (each such year a "**Brussels Discount Timetable Year**") it is determined in accordance with paragraph 5 below that the Train Operator has not satisfied the conditions specified in paragraph 2 below, the value of B_p in each Period p in the relevant Brussels Discount Timetable Year shall be equal to 1.

Table A – Brussels Discount Factor

Column 1	Column 2
Timetable Year commencing on the Principal Change Date in	Value of B_p
2015	0.6
2016 – onwards	1

Brussels Requirements

2. The conditions referred to in paragraph 1 above are as follows:
 - (a) in relation to each Brussels Discount Timetable Year specified in column 1 of Table B below, the quantum of Brussels Services timetabled is equal to or greater than the quantum specified in column 2 of Table B below which corresponds to the relevant Brussels Discount Timetable Year; and
 - (b) no later than 10 Working Days following the end of each month in a Timetable Year specified in column 1 of Table B below, HS1 Ltd is provided, in a form agreed by the parties acting reasonably, with the Passenger Loading Data for the Brussels Services which operated in the previous month. For the purposes of this paragraph 2(b) the expression "Passenger Loading Data" means the number of passengers, disaggregated by passenger class of travel, on each Brussels Service which operated in the relevant month.

Table B – Brussels Minimum Service Levels

Column 1	Column 2
Timetable Year commencing on the Principal Change Date in	Discount Threshold of Brussels Services
2015	REDACTED

Note to Table B

In any Timetable Year, the Discount Threshold of Brussels Services shall be reduced if and to the extent that the number of Brussels Services able to be timetabled in that Timetable Year is restricted by virtue of any HS1 Restriction of Use or service disruption caused by HS1 Ltd.

3. The parties agree that any information provided by the Train Operator in accordance with paragraph 2(b) shall be Confidential Information for the purposes of this Contract.
4. Nothing in this Schedule 4 shall entitle the Train Operator to any Firm Rights or Contingent Rights in relation to Brussels Services (whether in respect of the quantum of such services or otherwise) nor require HS1 Ltd to: (i) accept any Rolled Over Access Proposal relating to the Train Operator or, any Access Proposal, revised Access Proposal or Train Operator Variation submitted by the Train Operator; (ii) prioritise the Train Operator's Access Proposal or, Rolled Over Access Proposal, revised Access Proposal or Train Operator Variation over the Access Proposal or, Rolled Over Access Proposal, revised Access Proposal or Train Operator Variation of any other train operator; (iii) exercise any Flexing Rights; or (iv) act in a manner contrary to the Railways Regulations or Part D of the HS1 Network Code.

Reconciliation

5. Following the end of each Brussels Discount Timetable Year HS1 Ltd shall determine whether the Train Operator has satisfied each of the conditions in paragraph 2 above. If the Train Operator has not done so, HS1 Ltd shall, when it issues an invoice to the Train Operator pursuant to paragraph 1.1 of Part 4 of Section 7 of the Terms in respect of the final Period of such Brussels Discount Timetable Year ("**Brussels Final Period Invoice**"), provide the Train Operator with a "**Brussels Discount Reconciliation Notice**" which:
 - (a) states that the Train Operator has not satisfied each of the conditions specified in paragraph 2 above for that Brussels Discount Timetable Year and that the value of B_p which should apply to all Brussels Services which operated during such Brussels Discount Timetable Year should therefore be 1; and

- (b) specifies the amount of additional IRC payable by the Train Operator in respect of the Brussels Services timetabled in the Brussels Discount Timetable Year, being the difference between the IRC for the Brussels Discount Timetable Year calculated on the basis that the value of B_p for each Period during that Brussels Discount Timetable Year is equal to 1 and the IRC for the Brussels Discount Timetable Year calculated on the basis that the value of B_p for each Period during that Brussels Discount Timetable Year is equal to:
- (i) in relation to the Brussels Discount Timetable Years commencing on the Principal Change Date in 2015, 0.6,
- (the "**Brussels Discount Reconciliation Amount**"), together with all supporting calculations.
6. Where a Brussels Discount Reconciliation Notice shows that a Brussels Discount Reconciliation Amount is payable by the Train Operator to HS1 Ltd, HS1 Ltd shall be entitled to include such amount on the Brussels Final Period Invoice and the provisions of Part 4 of Section 7 of the Terms shall apply to the payment of such amount.
7. If the Train Operator fails to comply with any of the requirements set in out paragraph 2 in respect of a particular Brussels Discount Timetable Year, HS1 Ltd shall have the right to review, in its absolute discretion, the continuation of the discount in any subsequent Brussels Discount Timetable Year.

PART 4

Provence Discount Factor

1. The value of P_p in Period p shall be the value specified in column 2 of Table A below which corresponds to the Timetable Year in which Period p occurs, provided that where, in respect of a Timetable Year commencing on the Principal Change Date in 2014, 2015, 2016 and 2017 (each such year a "**Provence Discount Timetable Year**"), it is determined in accordance with paragraph 5 below that the Train Operator has not satisfied the conditions specified in paragraph 2 below, the value of P_p in each Period p in the relevant Provence Discount Timetable Year shall be equal to 1.

Table A – Provence Discount Factor

Column 1	Column 2
Timetable Year commencing on the Principal Change Date in	Value of P_p
2014	0.4
2015	0.4
2016	0.45
2017	0.5
2018 onwards	1

- 1A. The Train Operator shall use reasonable endeavours to obtain track access charge discounts from other infrastructure managers responsible for the access charging arrangements on rail infrastructure other than HS1 which the Train Operator requires access to in order to operate the Provenance Services.
- 1B. The Train Operator agrees and acknowledges that in the event that the Train Operator obtains any discount from any other infrastructure manager in relation to the Provenance Services and the track access charges payable by the Train Operator, the value of Pp set out in column 2 of Table A above shall be subject to review by HS1 Ltd.
- 1C. In the event that the Train Operator obtains any discount from any other infrastructure manager in relation to the Provenance Services, the Train Operator shall notify HS1 Ltd within 10 Working Days of the earlier of: (i) receipt of written confirmation from such infrastructure manager; or (ii) the first applicable day of the relevant discount, and provide HS1 Ltd with sufficient information of the discount in order to allow HS1 Ltd to determine if the value of Pp set out in column 2 of Table A above should be adjusted accordingly. The parties shall meet within 15 Working Days from the date of receipt by HS1 of the Train Operator's notification to discuss and agree any relevant adjustments necessary to the value of Pp set out in column 2 of Table A above.
- 1D. Following the determination of any adjustments to the value of Pp set out in column 2 of Table A above in accordance with paragraph 1C, the parties shall enter into a supplemental agreement to this Track Access Agreement to amend Table A accordingly.

Provenance Requirements

2. The conditions referred to in paragraph 1 above are as follows:
- (a) in relation to each Provenance Discount Timetable Year specified in column 1 of Table B below, the quantum of Provenance Services timetabled is equal to or greater than the quantum specified in column 2 of Table B below which corresponds to the relevant Provenance Discount Timetable Year; and
- (b) no later than 10 Working Days following the end of each month in a Timetable Year specified in column 1 of Table B below, HS1 Ltd is provided, in a form agreed by the parties acting reasonably, with the Passenger Loading Data for the Provenance Services which operated in the previous month. For the purposes of this paragraph 2(b) the expression "Passenger Loading Data" means the number of passengers, disaggregated by passenger class of travel, on each Provenance Service which operated in the relevant month.

Table B – Provenance Minimum Service Levels

Column 1	Column 2
Timetable Year commencing on the Principal Change Date in	Discount Threshold of Provenance Services
2014	REDACTED
2015	REDACTED
2016	REDACTED
2017	REDACTED

Note to Table B

In any Timetable Year, the Discount Threshold of Provenge Services shall be reduced if and to the extent that the number of Provenge Services able to be timetabled in that Timetable Year is restricted by virtue of any HS1 Restriction of Use or service disruption caused by HS1 Ltd.

3. The parties agree that any information provided by the Train Operator in accordance with paragraph 2(b) shall be Confidential Information for the purposes of this Contract.
4. Nothing in this Schedule 4 shall entitle the Train Operator to any Firm Rights or Contingent Rights in relation to Provenge Services (whether in respect of the quantum of such services or otherwise) nor require HS1 Ltd to: (i) accept any Rolled Over Access Proposal relating to the Train Operator or, any Access Proposal, revised Access Proposal or Train Operator Variation submitted by the Train Operator; (ii) prioritise the Train Operator's Access Proposal or, Rolled Over Access Proposal, revised Access Proposal or Train Operator Variation over the Access Proposal or, Rolled Over Access Proposal, revised Access Proposal or Train Operator Variation of any other train operator; (iii) exercise any Flexing Rights; or (iv) act in a manner contrary to the Railways Regulations or Part D of the HS1 Network Code

Reconciliation

5. Following the end of each Provenge Discount Timetable Year HS1 Ltd shall determine whether the Train Operator has satisfied each of the conditions in paragraph 2 above. If the Train Operator has not done so, HS1 Ltd shall, when it issues an invoice to the Train Operator pursuant to paragraph 1.1 of Part 4 of Section 7 of the Terms in respect of the final Period of such Provenge Discount Timetable Year ("**Provenge Final Period Invoice**"), provide the Train Operator with a "**Provenge Discount Reconciliation Notice**" which:
 - (a) states that the Train Operator has not satisfied each of the conditions specified in paragraph 2 above for that Provenge Discount Timetable Year and that the value of P_p which should apply to all Provenge Services which operated during such Provenge Discount Timetable Year should therefore be 1; and
 - (b) specifies the amount of additional IRC payable by the Train Operator in respect of the Provenge Services timetabled in the Provenge Discount Timetable Year, being the difference between the IRC for the Provenge Discount Timetable Year calculated on the basis that the value of P_p for each Period during that Provenge Discount Timetable Year is equal to 1 and the IRC for the Provenge Discount Timetable Year calculated on the basis that the value of P_p for each Period during that Provenge Discount Timetable Year is equal to:
 - (i) in relation to the Provenge Discount Timetable Years commencing on the Principal Change Date in 2014 and 2015, 0.4; and
 - (ii) in relation to the Provenge Discount Timetable Years commencing on the Principal Change Date in 2016, 0.45; and
 - (iii) in relation to the Provenge Discount Timetable Years commencing on the Principal Change Date in 2017, 0.5,(the "**Provenge Discount Reconciliation Amount**"), together with all supporting calculations.
6. Where a Provenge Discount Reconciliation Notice shows that a Provenge Discount Reconciliation Amount is payable by the Train Operator to HS1 Ltd, HS1 Ltd shall be entitled to include such amount on the Provenge Final Period Invoice and the provisions of Part 4 of Section 7 of the Terms shall apply to the payment of such amount.
7. If the Train Operator fails to comply with any of the requirements set in out paragraph 2 in respect of a particular Provenge Discount Timetable Year, HS1 Ltd shall have the right to

Confidential
REDACTED VERSION

review, in its absolute discretion, the continuation of the discount in any subsequent Provence Discount Timetable Year.

SCHEDULE 5 – THE SERVICES AND THE SPECIFIED EQUIPMENT

1. DEFINITIONS

1.1 In this Schedule unless the context otherwise requires:

"Access Proposal"	has the meaning ascribed to in Part D of the HS1 Network Code;
"Additional Specified Equipment"	has the meaning ascribed to it in paragraph 3.3;
"Contingent Right"	means a right under this Schedule 5 which is not a Firm Right and which is subject to the fulfilment of all competing Firm Rights which have been exercised 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;
"Exercised"	has the meaning ascribed to it in Part D 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;
"Rolled Over Access Proposal "	has the meaning ascribed to it in Part D of the HS1 Network Code;
"Scheduled"	has the meaning ascribed to it in Part A of the HS1 Network Code;
"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;

"Train Operator" 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 2.1 under the heading "Firm Train Slots" and on the Days so listed, subject to the notes to that Table.

Table 2.1: Passenger Train Slots

Service Group	From	To	Description	Applicable Period	Firm Train Slots			
					Weekday (excluding Friday)	Friday	Saturday	Sunday
Paris	St Pancras International	Eurotunnel Boundary	St Pancras International to Paris Nord	All Year	16	18	15	14
Paris	Eurotunnel Boundary	St Pancras International	Paris Nord to St Pancras International	All Year	16	17	13	17
Brussels	St Pancras International	Eurotunnel Boundary	St Pancras International to Brussels Midi	All Year	9	9	7	7
Brussels	Eurotunnel Boundary	St Pancras International	Brussels Midi to St Pancras International	All Year	9	9	7	7
Marne La Vallee	St Pancras International	Eurotunnel Boundary	St Pancras International to Marne La Vallee	All Year (except Tuesdays)	1	1	0	1
Marne La Vallee	Eurotunnel Boundary	St Pancras International	Marne La Vallee to St Pancras International	All Year (except Tuesdays)	1	1	0	1
Ski	St Pancras International	Eurotunnel Boundary	Ski	As per Note 3 below	0	1	1	0
Ski	Eurotunnel Boundary	St Pancras International	Ski	As per Note 3 below	0	0	1	1
Provence	St Pancras International	Eurotunnel Boundary	Provence	As per Note 3 below	1	1	1	1
Provence	Eurotunnel Boundary	St Pancras International	Provence	As per Note 3 below	1	1	1	1

Notes to Table 2.1

Table 2.1 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 2.1 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 2.1 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.
3. The Applicable Periods for the Firm Passenger Train Slots set out in this Table 2.1 for Ski Service Group and Provence Service Group shall be determined as follows:
 - (a) for the Timetable Year commencing on the Principal Change Date in December 2014,
 - (i) for the Ski Service Group, the period commencing on 19 December 2014 and ending 11 April 2015; and
 - (ii) for the Provence Service Group,
 - (A) from 1 May 2015 until 4 July 2015 (inclusive), Monday, Friday and Saturday only;
 - (B) from 5 July 2015 until 31 August 2015 (inclusive), every day except Tuesday and Wednesday;
 - (C) from 4 September 2015 until 31 October 2015 (inclusive), Monday, Friday and Saturday only; and
 - (D) from 7 November 2015 until 12 December 2015 (inclusive), Saturday only;
 - (b) for each subsequent Timetable Year, the Train Operator shall propose to HS1 Ltd the start and end dates for both the Ski Service Group and for the Provence Service Group, provided that the overall quantum of Train Slots for the Ski Service Group in that Timetable Year is no greater than in the Timetable Year commencing on the Principal Change Date in December 2014. HS1 Ltd and the Train Operator (each acting reasonably) shall seek to agree the start and end dates no later than 12 months prior to the commencement of the applicable Timetable Period. The start and end dates shall apply as agreed between the parties. If the parties fail to agree the start and end dates within 12 months of the commencement of the applicable Timetable Period, either party may refer the matter for resolution to the Disputes Resolution Procedure. Any failure by the Train Operator to submit a Bid in relation to all or any of the Firm Passenger Train Slots in Table 2.1 in accordance with Part D of the HS1 Network Code, shall, in each case, be without prejudice to the right of HS1 Ltd to levy a charge for such Firm Passenger Train Slots, including in accordance with paragraph 6 of Part 2 of Section 7 of the Terms.

- 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.

Contingent Train Slots

- 2.2A In addition to the Contingent Rights as described in paragraph 2.2, 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) no part of the relief Passenger Train Slot operating over any part of HS1 which is not part of the Routes as described in Schedule 2;
- (b) the relief Passenger Train Slot operating using the Standard Specified Equipment; and
- (c) each relief Passenger Train Slot being allocated the relevant Train Service Code.

- 2.3 If in any Timetable Period, either

- (a) all the Firm Train Slots to which the Train Operator is entitled under Table 2.1 were not Exercised by it in respect of that Timetable Period; or
- (b) the Firm Train Slots specified in an Access Proposal, a revised Access Proposal, a Train Operator Variation or contained in a Rolled Over Access Proposal were not all scheduled in the First Working Timetable applicable to that Timetable Period,

the Train Operator shall have a Contingent Right to submit an Access Proposal for the unused quantum of such Firm Train Slots to be scheduled in the Working Timetable 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 Standard 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 Standard Specified Equipment for the purpose of maintenance of the Standard 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 2.1, 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 2.1 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 distribution 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 2.1, 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 2.1.

Table 2.11: Earliest and latest Firm Train Slots

		Earliest and Latest Firm Train Slots (FTS)					
		Weekday		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 Engineering Access Statement 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;
 - (b) Class 373/2 Eurostar North of London Units of a length no greater than 2 power cars and 14 trailer cars; and
 - (c) Class 374 Eurostar units of a length no greater than 16 coaches.
- 3.2 No Standard Specified Equipment may be used until and unless:
- (a) the necessary route clearance has been obtained; and
 - (b) the necessary vehicle acceptance 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 the Standard Specified Equipment 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 Timetabling Planning Rules 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 an Access Proposal for the relevant Services or relevant Services part of a Rolled Over Access Proposal.

SCHEDULE 6: PERFORMANCE REGIME

A	B	C	D	E	F	G	H	I
Traffic Type	HS1 Poor Performance Threshold (average delay per train expressed in minutes)	Payment Rate (per minute of average delay)	HS1 Good Performance Threshold (average delay per train expressed in minutes)	Bonus Payment Rate (per minute of average delay)	Cancellation Minutes	Train Operator's Performance Benchmark (average delay per train expressed in minutes)	HS1 Ltd Performance Benchmark	TOC on TOC Receipt Benchmark
International Passenger	0.31	£611.25	0.13	£152.81	60	0.08	0.16	0.63

Confidential
REDACTED VERSION

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
Eurostar International Limited