

FOURTH SUPPLEMENTAL AGREEMENT

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

EUROSTAR INTERNATIONAL LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 31 October 2008

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THIS FOURTH SUPPLEMENTAL AGREEMENT is dated
BETWEEN:

2017 and made

(1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“Network Rail”) a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ; and

(2) **EUROSTAR INTERNATIONAL LIMITED** (“Train Operator”), a company registered in England under number 2462001 having its registered office at Times House, Bravingtons Walk, London, N1 9AW.

WHEREAS:

(A) The parties entered into a Track Access Contract (Passenger Services) dated 31st October 2008 in a form approved by the Office of Rail Regulation pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act (which track access contract is hereafter referred to as the “Contract”).

(B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION In this Supplemental Agreement:

(A) Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise;

(B) “Effective Date” means the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 That part of Clause 1.1 Definitions relating to “Expiry Date”, shall be deleted and replaced with the line set out below:

“**Expiry Date**” means Principal Change Date 2022;

3.2 That part of Clause 1.1 Definitions relating to “Office of Rail Regulation”, shall be deleted and replaced with the text set out below:

“**Office of Rail and Road**” has the meaning ascribed to it under section 15 of the Railways and Transport Safety Act 2003, and references to “ORR” shall be construed as references to the Office of Rail and Road;

3.3 The Existing Schedule 1 of the Contract shall be amended by:

3.3.1 deleting 'Tel: 020 7843 5350' in Paragraph 2, Train Operator's address, and replacing it with the text below:

Tel: 020 7843 5356

3.4 The existing Schedule 5 of the Contract shall be amended by:

3.4.1 In Paragraph 1 Definitions the following amendments :

(a) "Fastest Key Journey Time" shall be deleted

(b) "Firm Right" shall be deleted and replaced with the line set out below:

"Firm Right" has the meaning ascribed to it in Part D of the Network Code;

(c) "Journey Time" shall be deleted and replaced with the line set out below:

"Journey Time" means the time in the Working Timetable to be taken by a Service in travelling between the specified departure point and specified destination for that Service;

(d) "Journey Review Notice" shall be deleted

(e) "Key Journey" shall be deleted

(f) "Key Journey Time" shall be deleted

(g) "Modification Notice" shall be deleted

(h) Addition of the line set out below:

"Timing Load" means in relation to a Service, the timing reference code as defined from time to time in the Working Timetable;

3.4.2 deleting Table 2.1 and Paragraph 2.1 of Schedule 5 in their entirety and replacing them with a revised Table 2.1 and Paragraph 2.1 as set out in Annex 1 (Table 2.1 and Paragraph 2.1) of this Fourth Supplemental Agreement.

3.4.3 deleting section 3 of Schedule 5 "Intervals" in its entirety and replacing it with the line set out below:

3. Intervals – not used

3.4.4 deleting Paragraphs 6 "Journey Times", 7 "Provisions applicable to Journey Time protection" and 8 "Other rights" of Schedule 5 in their entirety and replacing them with the text set out below :

6. Journey Times – not used

7. Provisions applicable to Journey Time protection – not used

8. Other rights – not used

4. EFFECT OF THIS AMENDMENT ON THE CONTRACT

The Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and during the period in which the amendments made by this Supplemental Agreement are to have effect all references in the Contract to “the contract”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

5. THIRD PARTY RIGHTS

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

6. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English law.

7. COUNTERPARTS

This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED by J. Halsall

Print Name J. Halsall

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED By G. Williams

Print Name G. Williams

Duly authorised for and on behalf of

EUROSTAR INTERNATIONAL LIMITED

Annex 1

Table 2.1: Passenger Train Slots

Service Group ALL							Passenger Train Slots					
Service Description							Passenger Train Slots					
	From	To	Via	Description	TSC	Timing Load	Morning Peak ¹	Evening Peak ³	Off Peak Times ²	Weekday	Saturday	Sunday
Rights to apply between the Principal Change Date in 2017 and 31st March 2018	Ashford West Boundary	Ashford East Boundary	Ashford International station	Outbound services	Ashford Int stop 81010002 Ashford Int & Ebbsfleet Int stop 81010004 ECS 81004009	373	1 ⁴	0	4	5 ⁹	6	4
	Ashford East Boundary	Ashford West Boundary	Ashford International station	Inbound services	As above	373	0	1 ⁴	4	5	6	7
Rights to apply between 1st April 2018 and the Principal Change Date in 2018	Ashford West Boundary	Ashford East Boundary	Ashford International station	Outbound services	Ashford Int stop 81010002 Ashford Int & Ebbsfleet Int stop 81010004 ECS 81004009	373	1 ⁴	0	4 ⁸	6 ¹⁰	7	5
	Ashford East Boundary	Ashford West Boundary	Ashford International station	Inbound services	As above	373	0	2 ⁶	4	6	7	7
Rights to apply between the Principal Change Date in 2018 and the Expiry Date	Ashford West Boundary	Ashford East Boundary	Ashford International station	Outbound services	Ashford Int stop 81010002 Ashford Int & Ebbsfleet Int stop 81010004 ECS 81004009	373	1 ⁵	1	3 ⁷	6 ¹⁰	7	5
	Ashford East Boundary	Ashford West Boundary	Ashford International station	Inbound services	As above	373	0	2 ⁸	4	6 ¹⁰	7	7

Notes to Table:

The maximum number of Passenger Train Slots is two Outbound Services per hour and two Inbound Services per hour

¹ Peak times – Inbound Services departing Ashford International station on Weekdays between 06:32 and 08:32, and between 15:52 and 17:55, Outbound Services arriving Ashford International station on Weekdays between 07:35 and 09:38, and between 16:58 and 18:58

² Off-Peak times - arriving at and departing from Ashford International station on Weekdays outside Peak times

³ Passenger train slots under the sub-headings “Peak times” and “Off-peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”

⁴ 2 on Fridays

⁵ 2 on Mondays, Thursdays and Fridays

⁶ 3 on Fridays

⁷ 4 on Fridays

⁸ 5 on Fridays

⁹ 6 on Fridays

¹⁰ 7 on Fridays

2.1 The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified in Table 2.1 and on the Days and within the Peak and Off-Peak Times so listed using any Specified Equipment included in Paragraph 5.1.(a) that is capable of achieving the Timing Load shown. If the Train Operator makes an Access Proposal or relies on a Rolled Over Access Proposal to operate any of the Services specified in Table 2.1 using Specified Equipment that is not capable of achieving the Timing Load shown, then the rights will be treated as Contingent Rights for the purposes of Part D of the Network Code.