

**TRACK ACCESS CONTRACT (PASSENGER SERVICES)**

**Dated**

**2<sup>nd</sup> March 2016**

**Between**

**Network Rail Infrastructure Limited**

**and**

**Govia Thameslink Railway Limited**

***Conformed Copy as at 16th June 2020 to include the following Supplemental Agreements***

Amended by:-

- (i) 1<sup>st</sup> Supplemental Agreement dated 3<sup>rd</sup> June 2016**
- (ii) Schedule 8 Relevant Modification dated 10<sup>th</sup> October 2016**
- (iii) The 2<sup>nd</sup> Supplemental Agreement dated 2<sup>nd</sup> November 2016 and approved by the ORR on the 4<sup>th</sup> November 2016**
- (iv) The 3<sup>rd</sup> Supplemental Agreement dated 2<sup>nd</sup> November 2016 and approved by the ORR on the 4<sup>th</sup> November 2016**
- (v) The 4<sup>th</sup> Supplemental Agreement dated 9<sup>th</sup> December 2016 and approved by the ORR on the 9<sup>th</sup> December 2016**
- (vi) The 5<sup>th</sup> Supplemental Agreement dated 19<sup>th</sup> December 2016 and approved by the ORR on the 20<sup>th</sup> December 2016**
- (vii) The 6<sup>th</sup> Supplemental Agreement dated 18<sup>th</sup> April 2017**
- (viii) The 7<sup>th</sup> Supplemental Agreement dated 16<sup>th</sup> May 2017**
- (ix) The 8<sup>th</sup> Supplemental Agreement dated 4<sup>th</sup> May 2017**
- (x) The 9<sup>th</sup> Supplemental Agreement dated 23 June 2017**
- (xi) The 10<sup>th</sup> Supplemental Agreement dated 11<sup>th</sup> September 2017**
- (xii) The 11<sup>th</sup> Supplemental Agreement dated 28<sup>th</sup> February 2018**
- (xiii) The 12<sup>th</sup> Supplemental Agreement dated 11<sup>th</sup> December 2017**
- (xiv) The 16<sup>th</sup> Supplemental Agreement dated the 2<sup>nd</sup> February 2018**
- (xv) The 18<sup>th</sup> Supplemental Agreement dated the 22<sup>nd</sup> February 2018**
- (xvi) The 14<sup>th</sup> Supplemental Agreement dated the 9<sup>th</sup> May 2018**
- (xvii) The 21<sup>st</sup> Supplemental Agreement dated the 23<sup>rd</sup> May 2018**
- (xviii) The 20<sup>th</sup> Supplemental Agreement dated the 18<sup>th</sup> July 2018 and approved by the ORR on the 23<sup>rd</sup> July 2018**
- (xix) The 19<sup>th</sup> Supplemental Agreement was a General Approval and dated the 7 June 2018**
- (xx) The 25<sup>th</sup> Supplemental Agreement dated 7<sup>th</sup> December 2018 and approved by the ORR on the 7<sup>th</sup> December 2018**

- (xxi) The 26<sup>th</sup> Supplemental Agreement dated 6<sup>th</sup> December 2018 and approved by the ORR on the 7<sup>th</sup> December 2018**
- (xxii) The 23<sup>rd</sup> Supplemental Agreement dated 16<sup>th</sup> January 2019 and approved by the ORR on the 17<sup>th</sup> January 2019.**
- (xxiii) The 24<sup>th</sup> Supplemental Agreement was a General Approval and dated 16<sup>th</sup> January 2019.**
- (xxiv) The 27<sup>th</sup> Supplemental Agreement dated 6<sup>th</sup> March 2019 and approved by the ORR on the 8<sup>th</sup> March 2019.**
- (xxv) The 28<sup>th</sup> Supplemental Agreement dated 23<sup>rd</sup> April 2019 and approved by the ORR on the 24<sup>th</sup> April 2019.**
- (xxvi) The 29<sup>th</sup> Supplemental Agreement dated 11<sup>th</sup> December 2018 and approved by the ORR on the 25<sup>th</sup> January 2019.**
- (xxvii) The 30<sup>th</sup> Supplemental Agreement dated 21<sup>st</sup> March 2019 and approved by the ORR on the 31<sup>st</sup> March 2019.**
- (xxviii) The 32<sup>nd</sup> Supplemental Agreement dated 3<sup>rd</sup> July 2019 and approved by the ORR on the 10<sup>th</sup> July 2019**
- (xxix) The 34<sup>th</sup> Supplemental Agreement dated 9<sup>th</sup> October 2019 and approved by the ORR on the 11<sup>th</sup> October 2019.**
- (xxx) The 35<sup>th</sup> Supplemental Agreement dated 12<sup>th</sup> November 2019 and approved by the ORR on the 26<sup>th</sup> November 2019.**
- (xxxi) The 36<sup>th</sup> Supplemental Agreement dated 28<sup>th</sup> February 2020 and approved by the ORR on the 2<sup>nd</sup> March 2020.**
- (xxxii) The 37<sup>th</sup> Supplemental Agreement dated 27<sup>th</sup> March 2020 and approved by the ORR on the 30<sup>th</sup> March 2020.**
- (xxxiii) The 39<sup>th</sup> Supplemental Agreement dated 3<sup>rd</sup> April 2020 and approved by the ORR on the 6<sup>th</sup> April 2020.**

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THIS CONTRACT is made the                      day of March 2016

BETWEEN:

- (1) Network Rail Infrastructure Limited, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) Govia Thameslink Railway Limited, a company registered in England under number 07934306 having its registered office at 3<sup>rd</sup> Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (the "Train Operator").

WHEREAS:

- (A) Network Rail is the owner of the Network; and
- (B) Network Rail has been directed by ORR to grant to the Train Operator permission to use certain track comprised in the Network on the terms and conditions of this contract.

IT IS AGREED AS FOLLOWS:

## 1 INTERPRETATION

### 1.1 Definitions <sup>30th SA</sup>

In this contract unless the context otherwise requires:

**"Access Agreement"** has the meaning ascribed to it in Part A of the Network Code;

**"Access Charges Review"** has the meaning ascribed to it by Schedule 4A to the Act;

**"Access Dispute Resolution Rules"** and **"ADRR"** have the meaning ascribed to them in Part A of the Network Code;

**"Access Proposal"** has the meaning ascribed to it in Part D of the Network Code;

**"Act"** means the Railways Act 1993;

**"Affected Party"** has the meaning ascribed to it in Clause 17.1;

**"Affiliate"** means, in relation to any company:

- (a) a company which is either a holding company or a subsidiary of such company; or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary,

and for these purposes "holding company" and "subsidiary" have the meanings ascribed to them in section 1159 of the Companies Act 2006;

**"Ancillary Movements"** has the meaning ascribed to it in Part D of the Network Code;

**“Applicable Engineering Access Statement”** means the Engineering Access Statement in force in respect of the Routes on the date on which Services may first be operated by the Train Operator under this contract, as from time to time amended or replaced under Part D of the Network Code;

**“Applicable Timetable Planning Rules”** means the Timetable Planning Rules in force in respect of the Routes on the date on which Services may first be operated by the Train Operator under this contract, as from time to time amended or replaced under Part D of the Network Code;

**“Applicable Timetable”** has the meaning ascribed to it in Schedule 8;

**“associate”** has the meaning ascribed to it in section 17 of the Act;

**“Claims Allocation and Handling Agreement”** means the agreement of that name approved by ORR;

**“Collateral Agreements”** means the agreements and arrangements listed in Schedule 3;

**“Confidential Information”** means information relating to the affairs of one party to this contract or any of its Affiliates which has been provided by any such person to the other party under or for the purposes of this contract, or any matter or thing contemplated by this contract or to which this contract relates, the disclosure of which is likely materially to compromise or otherwise prejudice the commercial interests of any such person;

**“contract”** means this document including all schedules and appendices to it, the Network Code and the Traction Electricity Rules;

**“Contract Year”** means each yearly period commencing on March 2016 and subsequently on each anniversary of such date;

**“Current Control Period”** means the period of five years commencing at 0000 hours on 1 April 2014 and due to end at 2359 hours on 31 March 2019;

**“D-X”** has the meaning ascribed to it in Part D of the Network Code;

**“Default Interest Rate”** is two percent above the base lending rate of Barclays Bank PLC as varied from time to time;

**“Environmental Condition”** has the meaning ascribed to it in Part E of the Network Code;

**“Environmental Damage”** has the meaning ascribed to it in Part E of the Network Code;

**“European licence”** has the meaning ascribed to it in section 6(2) of the Act;

**“Event of Default”** means a Train Operator Event of Default or a Network Rail Event of Default;

**“Expiry Date”** means Subsidiary Change Date 2022;<sup>27th</sup>

**“Force Majeure Event”** has the meaning ascribed to it in Clause 17.1;

**“Force Majeure Notice”** has the meaning ascribed to it in Clause 17.1;

**“Force Majeure Report”** has the meaning ascribed to it in Clause 17.1;

**“Franchise Agreement”** means the franchise agreement with the Secretary of State referred to in Schedule 3;

**“Franchisee”** means the person defined as such in the Franchise Agreement;

**“Innocent Party”** means, in relation to a breach of an obligation under this contract, the party who is not in breach of that obligation;

**“Insolvency Event”**, in relation to either of the parties, has occurred where:

- (a) any step which has a reasonable prospect of success is taken by any person with a view to its administration under Part II of the Insolvency Act 1986;
- (b) it stops or suspends or threatens to stop or suspend payment of all or a material part of its debts, or is unable to pay its debts, or is deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986, except that in the interpretation of this paragraph:
  - (i) section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for “£750” there were substituted “£100,000” or such higher figure as the parties may agree in writing from time to time; and
  - (ii) it shall not be deemed to be unable to pay its debts for the purposes of this paragraph if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is satisfied before the expiry of 21 days from such demand;
- (c) its directors make any proposal under section 1 of the Insolvency Act 1986, or it makes any agreement for the deferral, rescheduling or other readjustment (or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors) of all or a material part of its debts, or a moratorium is agreed or declared in respect of or affecting all or a material part of its debts;
- (d) any step is taken to enforce security over or a distress, execution or other similar process is levied or sued out against the whole or a substantial part of its assets or undertaking, including the appointment of a receiver, administrative receiver, manager or similar person to enforce that security;
- (e) any step is taken by any person with a view to its winding up or any person presents a winding-up petition which is not dismissed within 14 days, or it ceases or threatens to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the other party before that step is taken (which approval shall not be unreasonably withheld or delayed); or

- (f) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above, unless:
- (i) in any case, a railway administration order (or application for such order) has been made or such order (or application) is made within 14 days after the occurrence of such step, event, proposal or action (as the case may be) in relation to the party in question under section 60, 61 or 62 of the Act and for so long as any such order (or application) remains in force or pending; or
  - (ii) in the case of paragraphs (a), (d) and (e), the relevant petition, proceeding or other step is being actively contested in good faith by that party with timely recourse to all appropriate measures and procedures;

**“Liability Cap”** has the meaning ascribed to it in paragraph 1 of Schedule 9;

**“Longstop Date”** means Principal Change Date 2016;

**“Network”** has the meaning ascribed to it in Part A of the Network Code;

**“Network Code”** means the document by that name published by Network Rail;

**“Network Rail Event of Default”** has the meaning ascribed to it in paragraph 1.3 of Schedule 6;

**“New Working Timetable”** means, in respect of any day, the version of the Working Timetable for that day provided by Network Rail in accordance with Condition D2.7.1, as amended pursuant to Condition D2.7.4;

**“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;

**“Performance Order”** has the meaning ascribed to it in Clause 13.3.2;

**“Proposed Review Notice”** means the most recently proposed Review Notice given by ORR during the course of the Current Control Period, in accordance with Schedule 4A of the Act;

**“Railway Code Systems”** means necessary systems within the meaning of the Systems Code;

**“railway facility”** has the meaning ascribed to it in section 83 of the Act;

**“relevant ADRR Forum”** means the Forum, having the meaning ascribed to it in the ADRR, to which a Relevant Dispute is allocated for resolution in accordance with the ADRR;

**“Relevant Dispute”** means any difference between the parties arising out of or in connection with this contract;

**“Relevant Force Majeure Event”** has the meaning ascribed to it in Clause 17.1;

**“Relevant Losses”** means, in relation to:

- (a) a breach of this contract; or
- (b) in the case of Clause 10, any of the matters specified in Clause 10.1(a), (b) or (c) or Clause 10.2(a), (b) or (c) (each a “breach” for the purpose of this definition); or
- (c) in the case of Schedule 8, the matter specified in paragraph 18 of Schedule 8 (a “breach” for the purposes of this definition only),

all costs, losses (including loss of profit and loss of revenue), expenses, payments, damages, liabilities, interest and the amounts by which rights or entitlements to amounts have been reduced, in each case incurred or occasioned as a result of or by such breach;

**“Relevant Obligation”** has the meaning ascribed to it in Clause 17;

**“Review Implementation Notice”** has the meaning given to “review implementation notice” in paragraph 7 of Schedule 4A of the Act;

**“Review Notice”** has the meaning given to “review notice” in paragraph 4 of Schedule 4A of the Act;

**“Rolled Over Access Proposal”** has the meaning ascribed to it in Part D of the Network Code;

**“Routes”** means that part of the Network specified in Schedule 2;

**“safety authorisation”** has the meaning ascribed to it by regulation 2 of the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

**“safety certificate”** has the meaning ascribed to it by regulation 2 of the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

**“Safety Obligations”** means all applicable obligations concerning health and safety (including any duty of care arising at common law, and any obligation arising under statute, statutory instrument or mandatory code of practice) in Great Britain;

**“Services”** means the railway passenger services specified in Schedule 5;

**“SNRP”** has the meaning ascribed to it in the Railways (Licensing of Railway Undertakings) Regulations 2005;

**“Specified Equipment”** means the railway vehicles which the Train Operator is entitled to use in the provision of Services as specified in paragraph 5.1 of Schedule 5;

**“SPP Threshold”** has the meaning ascribed to it in paragraph 18 of Schedule 8;

**“Stabling”** means the parking or laying up of the Specified Equipment or such other railway vehicles as the Train Operator is permitted by this contract to use on the Network, such parking or laying up being necessary or reasonably required for giving full effect to the movements of Specified Equipment required for the provision of the Services;



**“Suspension Notice”** means a notice in writing served by the relevant party on the other party under paragraph 2 of Schedule 6;

**“Systems Code”** means the code of practice relating to the management and development of railway code systems as amended from time to time in accordance with its terms;

**“Termination Notice”** means a notice in writing served by the relevant party on the other party under paragraph 3 of Schedule 6;

**“Timetable Participant”** shall have the meaning ascribed to it in Part D of the Network Code;

**“Track Charges”** means the charges payable by or on behalf of the Train Operator to Network Rail, as set out in paragraph 1 of Part 2 of Schedule 7 or under the Traction Electricity Rules;

**“Traction Electricity Rules”** means the document known as the Traction Electricity Rules published by Network Rail on its website and as may be amended from time to time;

**“Train Consist Data”** means information as to the number(s) and type(s) of railway vehicle comprised in a train movement;

**“Train Operator Event of Default”** has the meaning ascribed to it in paragraph 1.1 of Schedule 6;

**“Train Slot”** has the meaning ascribed to it in Part D of the Network Code;

**“TW-X”** has the meaning ascribed to it in Part D of the Network Code;

**“Value Added Tax”** means value added tax as provided for in the Value Added Tax Act 1994, and any tax similar or equivalent to value added tax or any turnover tax replacing or introduced in addition to them, and “VAT” shall be construed accordingly;

**“Working Day”** has the meaning ascribed to it in Part A of the Network Code; and

**“Working Timetable”** has the meaning ascribed to it in Part A of the Network Code.

## **1.2 Interpretation**

In this contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any one gender includes the other;
- (c) all headings are for convenience of reference only and shall not be used in the construction of this contract;
- (d) reference to an item of primary or secondary legislation is to that item as amended or replaced from time to time;
- (e) reference to a contract, instrument or other document is to that contract, instrument or other document as amended, novated, supplemented or replaced from time to time;
- (f) reference to a party is to a party to this contract, its successors and permitted assigns;
- (g) reference to a recital, Clause or Schedule is to a recital, clause or schedule of or to this contract; reference in a schedule to a Part of or an

Appendix to a schedule is to a part of or an appendix to the schedule in which the reference appears; reference in a Part of a Schedule to a paragraph is to a paragraph of that part; reference to a Part of an appendix is to a part of the appendix in which the reference appears; and reference in a schedule to a Table is a reference to the table included in or annexed to that schedule;

- (h) where a word or expression is defined, cognate words and expressions shall be construed accordingly;
- (i) references to the word “person” or “persons” or to words importing persons include individuals, firms, corporations, government agencies, committees, departments, authorities and other bodies incorporated or unincorporated, whether having separate legal personality or not;
- (j) “otherwise” and words following “other” shall not be limited by any foregoing words where a wider construction is possible;
- (k) the words “including” and “in particular” shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of any foregoing words;
- (l) words and expressions defined in the Railways Act 1993, the Railways and Other Guided Transport Systems (Safety) Regulations 2006 and Network Rail’s network licence shall, unless otherwise defined in this contract, have the same meanings in this contract;
- (m) any reference to the term “possession”, either by itself or as part of any composite definition, shall be construed as a reference to a Restriction of Use as defined in Schedule 4;
- (n) words and expressions defined in the Network Code shall have the same meanings in this contract;
- (o) if there is any conflict of interpretation between this contract and the Network Code, the Network Code shall prevail;
- (p) words and expressions defined in the Traction Electricity Rules shall have the same meanings in this contract; and
- (q) if there is any conflict of interpretation between this contract (not including the Traction Electricity Rules) and the Traction Electricity Rules, the following order of precedence shall apply: (1) the Traction Electricity Rules; and (2) this contract (not including the Traction Electricity Rules).

### **1.3 Indemnities**

Indemnities provided for in this contract are continuing indemnities in respect of the Relevant Losses to which they apply, and hold the indemnified party harmless on an after tax basis.

## **2 NETWORK CODE AND TRACTION ELECTRICITY RULES**

### **2.1 Incorporation**

The Network Code and the Traction Electricity Rules are incorporated in and form part of this contract.

## **2.2 Modifications to the Network Code or the Traction Electricity Rules**

If either the Network Code or the Traction Electricity Rules or both are modified at any time, Schedule 10 shall have effect.

## **2.3 Compliance by other operators**

Except where ORR has directed otherwise in the exercise of its powers under the Act or the Network Code, and except in relation to London Underground Limited and Heathrow Express Operating Company Limited to the extent that such persons are not party to the Network Code, Network Rail shall ensure that all operators of trains having permission to use any track comprised in the Network agree to comply with the Network Code.

# **3 CONDITIONS PRECEDENT AND DURATION**

## **3.1 Effective date**

The provisions of this contract, other than Clause 5, take effect from the later of the signature of this contract and Principal Change Date 2016.

## **3.2 Conditions precedent to Clause 5**

Clause 5 shall take effect when the following conditions precedent have been satisfied in full:

- (a) to the extent required by the Act and/or the Railways (Licensing of Railway Undertakings) Regulations 2005, the Train Operator is authorised to be the operator of trains for the provision of the Services by:
  - (i) a licence granted under section 8 of the Act; and/or
  - (ii) a European licence and corresponding SNRP;
- (b) Network Rail is authorised by a licence granted under section 8 of the Act to be the operator of that part of the Network comprising the Routes or is exempt from the requirement to be so authorised under section 7 of the Act;
- (c) each of the Collateral Agreements is executed and delivered by all the parties to each such agreement and is unconditional in all respects (save only for the fulfilment of any condition relating to this contract becoming unconditional);

- (d) each of the parties has, as necessary, a valid safety certificate or safety authorisation as required by the Railways and Other Guided Transport Systems (Safety) Regulations 2006 and has established and is maintaining a safety management system which meets the requirements of those Regulations; and
- (e) the provisions of this contract, other than Clause 5, have taken effect in accordance with Clause 3.1.

### **3.3 Obligations to satisfy conditions precedent to Clause 5**

Each party shall use all reasonable endeavours to secure that the following conditions precedent are satisfied as soon as practicable, and in any event not later than the Longstop Date:

- (a) in the case of Network Rail, the conditions precedent contained in Clause 3.2(b) and, insofar as within its control, Clauses 3.2(c) and 3.2(d); and
- (b) in the case of the Train Operator, the conditions precedent contained in Clause 3.2(a) and, insofar as within its control, Clauses 3.2(c) and 3.2(d).

### **3.4 Consequences of non-fulfilment of conditions precedent to Clause 5**

If the conditions precedent set out in Clause 3.2 have not been satisfied in full on or before the Longstop Date:

- (a) this contract shall lapse save for the obligations of confidence contained in Clause 14 which shall continue in force; and
- (b) neither party shall have any liability to the other except in respect of any breach of its obligations under this contract.

### **3.5 Expiry**

This contract shall continue in force until the earliest of:

- (a) lapse under Clause 3.4;
- (b) termination under Schedule 6;  
and
- (c) 0159 hours on the Expiry Date.

### **3.6 Suspension and termination**

Schedule 6 shall have effect.

## **4 STANDARD OF PERFORMANCE**

### **4.1 General standard**

Without prejudice to all other obligations of the parties under this contract, each party shall, in its dealings with the other for the purpose of, and in the course of performance of its obligations under, this contract, act with due

efficiency and economy and in a timely manner with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced:

- (a) network owner and operator (in the case of Network Rail); and
- (b) train operator (in the case of the Train Operator).

### **4.2 Good faith**

The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract (including when conducting any discussions or negotiations arising out of the application of any provisions of this contract or exercising any discretion under them), at all times act in good faith.

## **5 PERMISSION TO USE**

### **5.1 Permission to use the Routes**

Network Rail grants the Train Operator permission to use the Routes.

### **5.2 Meaning**

References in this contract to permission to use the Routes shall, except where the context otherwise requires, be construed to mean permission:

- (a) to use the track comprised in the Routes for the provision of the Services using the Specified Equipment;
- (b) to use the track comprised in the Network in order to implement any plan established under Part H of the Network Code;
- (c) to make Ancillary Movements;
- (d) to Stable, which shall be treated, for the purposes of Part D of the Network Code, as the use of a Train Slot;
- (e) for the Train Operator and its associates to enter upon that part of the Network comprising the Routes, with or without vehicles; and

- (f) for the Train Operator and its associates to bring things onto that part of the Network comprising the Routes and keep them there, and such permission is subject, in each case and in all respects to:
  - (i) the Network Code;
  - (ii) the Applicable Engineering Access Statement, and
  - (i) the Applicable Timetable Planning Rules.

### **5.3 Permission under Clauses 5.2(e) and 5.2(f)**

In relation to the permissions specified in Clauses 5.2(e) and 5.2(f):

- (a) the Train Operator shall, and shall procure that its associates shall, wherever reasonably practicable, first obtain the consent of Network Rail, which consent shall not be unreasonably withheld or delayed;
- (b) the Train Operator shall remove any vehicle or other thing so brought onto any part of the Network when reasonably directed to do so by Network Rail; and
- (c) whilst exercising any rights conferred by Clauses 5.2(e) and 5.2(f), the Train Operator shall, and shall procure that its associates shall, comply with such reasonable restrictions or instructions as Network Rail shall specify.

### **5.4 Changes to Applicable Engineering Access Statement and Applicable Timetable Planning Rules**

Changes to the Applicable Engineering Access Statement and the Applicable Timetable Planning Rules are subject to regulatory protection (including appeals) in accordance with Part D of the Network Code.

### **5.5 Engineering Access Statement, Timetable Planning Rules and Restrictions of Use**

Schedule 4 shall have effect.

### **5.6 The Services and the Specified Equipment**

Schedule 5 shall have effect.

### **5.7 Performance**

Schedule 8 shall have effect.

### **5.8 Stabling**

Without prejudice to Network Rail's obligations, if any, under Schedule 5 to provide Stabling, Network Rail shall use all reasonable endeavours to provide such Stabling facilities as are necessary or expedient for or in connection with the provision of the Services in accordance with the Working Timetable.

## **6 OPERATION AND MAINTENANCE OF TRAINS AND NETWORK**

### **6.1 General**

Without prejudice to the other provisions of this contract:

- (a) the Train Operator shall maintain and operate the Specified Equipment used on the Network in accordance with Clause 4.1 with a view to permitting the provision of the Services on the Routes in accordance with the Working Timetable and the making of Ancillary Movements; and
- (b) Network Rail shall maintain and operate the Network in accordance with Clause 4.1 with a view to permitting the provision of the Services on the Routes using the Specified Equipment in accordance with the Working Timetable and the making of Ancillary Movements.

### **6.2 Trespass, vandalism and animals**

Without prejudice to the other provisions of this contract, each of the parties shall use all reasonable endeavours (including participating in such consultation and joint action as is reasonable in all the circumstances) to reduce:

- (a) trespass;
- (b) vandalism; and
- (c) intrusions on to the Network by animals,

in each case as may affect either the provision of the Services or the Routes.

### **6.3 Safety**

In relation to Safety Obligations:

- (a) the Train Operator shall comply with any reasonable request by Network Rail in relation to any aspect of the Train Operator's operations which affects or is likely to affect the performance of Network Rail's Safety Obligations; and
- (b) Network Rail shall comply with any reasonable request by the Train Operator in relation to any aspect of Network Rail's operations which affects or is likely to affect the performance of the Train Operator's Safety Obligations.

### **6.4 Use of Railway Code Systems**

#### **6.4.1 General**

The parties shall:

- (a) use the Railway Code Systems in their dealings with each other in connection with matters provided for in this contract; and
- (b) comply with the Systems Code.

#### **6.4.2 Provision of Train Consist Data**



Without prejudice to Clause 6.4.1, the Train Operator shall:

- (a) provide to Network Rail such Train Consist Data as shall be necessary to enable Network Rail to calculate the amount of Track Charges; and
- (b) procure that such data is true and accurate in all respects.

## **7 TRACK CHARGES AND OTHER PAYMENTS**

Schedule 7 shall have effect.

## **8 LIABILITY**

### **8.1 Performance Orders in relation to breach**

In relation to any breach of this contract:

- (a) the Innocent Party shall be entitled to apply under Clause 13 for a Performance Order against the party in breach; and
- (b) if a Performance Order is made, the party against whom it has been made shall comply with it.

### **8.2 Compensation in relation to breach**

In relation to any breach of this contract, the party in breach shall indemnify the Innocent Party against all Relevant Losses.

## **9 NOT USED**

## **10 LIABILITY - OTHER MATTERS**

### **10.1 Train Operator indemnity**

The Train Operator shall indemnify Network Rail against all Relevant Losses resulting from:

- (a) a failure by the Train Operator to comply with its Safety Obligations;
- (b) any Environmental Damage arising directly from the acts or omissions of the Train Operator or the proper taking by Network Rail under Condition E2 of the Network Code of any steps to prevent, mitigate or remedy an Environmental Condition which exists as a direct result of the acts or omissions of the Train Operator; and
- (c) any damage to the Network arising directly from the Train Operator's negligence.

## **10.2 Network Rail indemnity**

Network Rail shall indemnify the Train Operator against all Relevant Losses resulting from:

- (a) a failure by Network Rail to comply with its Safety Obligations;
- (b) any Environmental Damage to the Network arising directly from any acts or omissions of the British Railways Board prior to 1 April 1994 and any Environmental Damage arising directly from the acts or omissions of Network Rail; and
- (c) any damage to the Specified Equipment or other vehicles or things brought onto the Network in accordance with the permission to use granted by this contract arising directly from Network Rail's negligence.

## **11 RESTRICTIONS ON CLAIMS**

### **11.1 Notification and mitigation**

A party wishing to claim under any indemnity provided for in this contract:

- (a) shall notify the other party of the relevant circumstances giving rise to that claim as soon as reasonably practicable after first becoming aware of those circumstances (and in any event within 365 days of first becoming so aware); and
- (b) subject to Clause 11.1(c), shall take all reasonable steps to prevent, mitigate and restrict the circumstances giving rise to that claim and any Relevant Losses connected with that claim; but
- (c) shall not be required to exercise any specific remedy available to it under this contract.

### **11.2 Restrictions on claims by Network Rail**

Any claim by Network Rail against the Train Operator for indemnity for Relevant Losses:

- (a) shall exclude payments to any person under or in accordance with the provisions of any Access Agreement other than any such payments which are for obligations to compensate for damage to property, and so that any claim for indemnity under this contract for such payments for damage to property, in relation to any incident, shall be limited to:
  - (i) the maximum amount for which the Train Operator would be liable for such damage in accordance with the Claims Allocation and Handling Agreement; less
  - (ii) any other compensation which the Train Operator has an obligation to pay for such damage;
- (b) shall exclude loss of revenue in respect of permission to use any part of the Network under or in accordance with any Access Agreement with any person; and

- (c) shall:
  - (i) include Relevant Losses only to the extent that these constitute amounts which Network Rail would not have incurred as network owner and operator but for the relevant breach; and
  - (ii) give credit for any savings to Network Rail which result or are likely to result from the incurring of such amounts.

### **11.3 Restrictions on claims by Train Operator**

Any claim by the Train Operator against Network Rail for indemnity for Relevant Losses:

- (a) shall exclude any Relevant Losses to the extent that they result from delays to or cancellations of trains (other than delays or cancellations incircumstances where the SPP Threshold has been exceeded as provided for in paragraph 18 of Schedule 8); and
- (b) shall:
  - (i) include Relevant Losses only to the extent that these constitute amounts which the Train Operator would not have incurred as train operator but for the relevant breach; and
  - (ii) give credit for any savings to the Train Operator which result or are likely to result from the incurring of such amounts.

### **11.4 Restriction on claims by both parties**

Any claim for indemnity for Relevant Losses shall exclude Relevant Losses which:

- (a) do not arise naturally from the breach; and
- (b) were not, or may not reasonably be supposed to have been, within the contemplation of the parties:
  - (i) at the time of the making of this contract; or
  - (ii) where the breach relates to a modification or amendment to this contract, at the time of the making of such modification or amendment,

as the probable result of the breach.

### **11.5 Limitation on liability**

Schedule 9 shall have effect so as to limit the liability of the parties to one another under the indemnities in Clauses 8.2 and 10, but:

- (a) does not limit any liability arising under Schedules 4, 5, 7 or 8 (other than under paragraph 18 of Schedule 8) or under the Traction Electricity Rules;
- (b) in relation to a failure to perform an obligation under the Network Code, only to the extent (including as to time and conditions) that the Network Code so provides; and
- (c) subject to Clause 18.3.3.

## **11.6 Claims Allocation and Handling Agreement**

### **11.6.1 General**

Clauses 16 and 17 of the Claims Allocation and Handling Agreement provide that claims between parties to it are limited to specified amounts unless the parties expressly contract otherwise.

### **11.6.2 Restriction of application**

Except as otherwise expressly provided in this contract, Clauses 16 and 17 of the Claims Allocation and Handling Agreement shall not apply as between the parties to this contract if and to the extent that the giving of any right or remedy as provided for under this contract would be prevented or restricted by Clauses 16 and 17 of the Claims Allocation and Handling Agreement.

### **11.6.3 Liability for small claims**

Nothing in this contract shall affect the application as between the parties of the provisions of the Claims Allocation and Handling Agreement which relate to liability for small claims equal to or below the Threshold (as defined in that agreement).

## **12 GOVERNING LAW**

This contract and any non-contractual obligations connected with it shall be governed by and construed in accordance with the laws of England and Wales.

## **13 DISPUTE RESOLUTION**

### **13.1 ADRR**

A Relevant Dispute shall be referred for resolution in accordance with the Access Dispute Resolution Rules in force at the time of the reference (the “ADRR”), as modified by this Clause 13, unless:

- (a) any Part of the Network Code or the Traction Electricity Rules provides for an alternative dispute resolution procedure for the Relevant Dispute, in which case such alternative procedure shall apply;
- (b) any Part of Schedules 4, 5, 7 or 8 provides for an alternative dispute resolution procedure for the Relevant Dispute, in which case such alternative procedure shall apply; or
- (c) Clause 13.2 applies.

## **13.2 Unpaid sums**

If either party fails to pay:

- (a) any invoice issued to it under this contract in respect of Track Charges; or
- (b) any other sum which has fallen due in accordance with any provision of this contract, then:
  - (i) the amount invoiced or sum due, as referred to in Clause 13.2(a) or (b), shall immediately constitute a debt due and owing from the party who has failed to pay the invoice or sum due to the other party (and to any assignee of a party's right to payment in respect of any invoice or other sum due);
  - (ii) such debt shall be recoverable by any means available under the laws of England and Wales; and
  - (iii) the dispute resolution procedures in Clauses 13.1 and 13.3 to 13.5 shall not apply to proceedings commenced under this Clause 13.2.

## **13.3 Performance Orders**

### **13.3.1 Power to order provisional relief**

For the purposes of section 39 of the Arbitration Act 1996, should any Relevant Dispute be allocated in accordance with the ADRR to arbitration under Chapter F of the ADRR, the arbitrator shall have power to order on a provisional basis any relief which he would have power to grant in a final award including Performance Orders.

### **13.3.2 Performance Orders**

A Performance Order:

- (a) is an order made under Clause 13.3.3(b), relating to a Relevant Dispute, whether by way of interim or final relief; and
- (b) may be applied for by Network Rail or the Train Operator in the circumstances set out in Clause 8.1, subject to the qualifications in Clause 17.8,

and an application for a Performance Order shall be without prejudice to any other remedy available to the claimant under this contract (whether final or interim and whether by way of appeal under the Network Code or otherwise).

### **13.3.3 Duties of arbitrator in relation to Performance Orders**

Without prejudice to any additional remedies that may be ordered by the arbitrator under Clause 13.4, where a dispute is allocated in accordance with the ADRR to arbitration and a party has applied for a Performance Order, the parties shall agree in a Procedure Agreement, as defined in the ADRR, that:

- (a) the arbitrator shall decide as soon as possible whether the application is well founded or not; and
- (b) if the arbitrator decides that the application is well founded, he shall be required to make an interim or final declaration to that effect and, in that event, the arbitrator may also make any interim or final order directing any party to do or to refrain from doing anything arising from such declaration which he considers just and reasonable in all the circumstances.

### **13.4 Remedies**

The powers exercisable by the arbitrator as regards remedies shall include:

- (a) the powers specified in sections 48(3) to (5) of the Arbitration Act 1996;
- (b) the powers specified in the ADRR;
- (c) the power to make Performance Orders; and
- (d) the power to order within the same reference to arbitration any relief specified in Clause 13.4 (a), (b) and (c) consequent upon, or for the breach of, any interim or final Performance Order previously made.

### **13.5 Exclusion of applications on preliminary points of law**

Any recourse to any Court for the determination of a preliminary point of law arising in the course of the arbitration proceedings is excluded.

## **14 CONFIDENTIALITY**

### **14.1 Confidential Information**

#### **14.1.1 General obligation**

Except as permitted by Clause 14.2, all Confidential Information shall be held confidential during and after the continuance of this contract and shall not be divulged in any way to any third party without the prior written approval of the other party.

#### **14.1.2 Network Rail - Affiliates**

Except as permitted by Clause 14.2, Network Rail shall procure that its Affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information.

#### **14.1.3 Train Operator - Affiliates**

Except as permitted by Clause 14.2, the Train Operator shall procure that its Affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information.

## **14.2 Entitlement to divulge**

Either party, and its Affiliates, and its and their respective officers, employees and agents, shall be entitled in good faith to divulge any Confidential Information without the approval of the other party in the following circumstances:

- (a) to ORR;
- (b) to the Secretary of State;
- (c) to any Affiliate of either party;
- (d) to any officer or employee of the party in question or any person engaged in the provision of goods or services to or for him if disclosure is necessary or reasonably required to enable the party in question to perform its obligations under this contract, upon obtaining an undertaking of strict confidentiality from such officer, employee or person;
- (e) to any professional advisers or consultants of such party engaged by or on behalf of such party and acting in that capacity, upon obtaining an undertaking of strict confidentiality from such advisers or consultants;
- (f) to any insurer or insurance broker from whom such party is seeking insurance or in connection with the making of any claim under any policy of insurance upon obtaining an undertaking of strict confidentiality from the insurer or insurance broker;
- (g) to any lender, security trustee, bank or other institution from whom such party is seeking or obtaining finance or credit support for such finance, or any advisers to any such entity, or any rating agency from whom such party is seeking a rating in connection with such finance or credit support, upon obtaining an undertaking of strict confidentiality from the entity, advisers or rating agency in question;
- (h) to the extent required by the Act, the Railways (Licensing of Railway Undertakings) Regulations 2005, any other applicable law, the rules of any recognised stock exchange or regulatory body or any written request of any taxation authority;
- (i) to the extent that it has become available to the public other than as a result of a breach of confidence; and
- (j) under the order of any court or tribunal of competent jurisdiction (including the Allocation Chair or any relevant ADRR Forum, each as defined in the ADRR).

## **14.3 Return of Confidential Information**

Each of Network Rail and the Train Operator shall promptly return to the other party any Confidential Information requested by the other party if such request:

- (a) is made on or within two months after the Expiry Date or, if this contract lapses or is terminated earlier, is made within two months after the date on which this contract lapses or is terminated;
- (b) is reasonable; and

- (c) contains a sufficient description of the relevant Confidential Information to enable such information to be readily identified and located.

#### **14.4 Retention or destruction of Confidential Information**

If Network Rail or the Train Operator, as the case may be, has not received a request to return any Confidential Information to the other party under and within the time limits specified in Clause 14.3, it may destroy or retain such Confidential Information.

#### **14.5 Ownership of Confidential Information**

All Confidential Information shall be and shall remain the property of the party which supplied it to the other party.

#### **14.6 Network Code, Schedule 7 and the Traction Electricity Rules**

Nothing in this Clause 14 restricts the right of Network Rail to disclose information to which this Clause 14 applies to the extent that it is permitted or required to do so under the Network Code, the Traction Electricity Rules or Schedule 7.

### **15 ASSIGNMENT AND NOVATION**

#### **15.1 Assignment**

Neither party may assign, transfer, novate (including a novation under Clause 15.2) or create any encumbrance or other security interest over the whole or any part of its rights and obligations under this contract except to the extent approved by ORR following consultation with the other party, and subject to the conditions (if any) of ORR's approval.

#### **15.2 Novation**

Network Rail (and any assignee of all or part of Network Rail's rights under this contract) shall:

- (a) agree to the novation of the rights and obligations of the Train Operator under this contract in favour of another person (including the Secretary of State or a person nominated by him) in any circumstances where the Secretary of State requests Network Rail to participate in such a novation in the course of exercising its powers under section 30 of the Act; and
- (b) execute such contracts and do such things as the Secretary of State may reasonably request to give effect to the novation.

#### **15.3 Novation terms**

Any novation under Clause 15.2 shall be on terms that:

- (a) the Train Operator shall not be released from:
  - (i) any accrued but unperformed obligation;
  - (ii) the consequences of any breach of this contract which is the subject of any proceedings (arbitral or otherwise) for the resolution of a dispute between the parties; or



- (iii) any liability in respect of anything done under this contract before, or as at the date of, any such novation (except to the extent that such other person agrees to assume and be responsible for it); and
- (b) such other person shall not be required by Network Rail, as a term of or a condition to the novation, to agree to assume and be responsible for any unperformed obligation, liability or consequence of a breach of the kind referred to in Clause 15.3(a), but this shall not prevent any such agreement being a term or condition of the novation if required by the Secretary of State.

## **16 PAYMENTS, INTEREST AND VAT**

### **16.1 Payment**

#### **16.1.1 No deduction**

All sums due or payable by either party under this contract shall be paid free and clear of any deduction, withholding or set off except only as may be required by law or as expressly provided in any Schedule to this contract, in the Network Code, or under the Traction Electricity Rules.

#### **16.1.2 Delivery of invoices** <sup>30th SA</sup>

All invoices issued under Schedule 7, or statements of amounts payable under Schedule 4, Schedule 5 or Schedule 8, or under the Network Code, or under the Traction Electricity Rules, shall be delivered by hand at, or sent by prepaid first class post, or by facsimile transmission (with confirmation copy by prepaid first class post) or by email (where both parties agree) to the address for service for the recipient specified in Schedule 1 and shall be deemed to have been received by the addressee in accordance with clause 18.4.3."

#### **16.1.3 Content of invoices and other statements of amounts payable**

Each invoice and statement of amounts payable shall contain such detail as to the constituent elements of the amounts stated to be payable as shall be necessary or expedient so as to enable the person to whom it is given to understand and check it.

#### **16.1.4 Method of payment**

All payments shall be made by direct debit mandate or standing order mandate, CHAPS transfer, BACS transfer or other electronic or telegraphic transfer to a London clearing bank or such other financial institution as may be approved by the party entitled to the payment, such approval not to be unreasonably withheld or delayed.

### **16.2 Interest**

Without prejudice to any other rights or remedies which one party may have in respect of the failure of the other party to pay any amount on the due date, amounts payable under this contract and not paid by the due date shall carry interest (to accrue daily and to be compounded monthly) at the Default Interest Rate from the due date until the date of actual payment (as well after judgment as before), except to the extent that late payment arises from any failure by the invoicing party to comply with Clause 16.1.2 or Clause 16.1.3.

## **16.3 VAT**

### **16.3.1 Payment of VAT**

Where any taxable supply for VAT purposes is made under or in connection with this contract by one party to the other the payer shall, in addition to any payment required for that supply, pay such VAT as is chargeable in respect of it.

### **16.3.2 Reimbursement of VAT**

Where under this contract one party is to reimburse or indemnify the other in respect of any payment made or cost incurred by the other, the first party shall also reimburse any VAT paid by the other which forms part of its payment made or cost incurred to the extent such VAT is not available for credit for the other party (or for any person with whom the indemnified party is treated as a member of a group for VAT purposes) under sections 25 and 26 of the Value Added Tax Act 1994.

### **16.3.3 VAT credit note to be issued on repayment**

Where under this contract any rebate or repayment of any amount is payable by one party to the other, and the first party is entitled as a matter of law or of HM Revenue and Customs practice to issue a valid VAT credit note, such rebate or repayment shall be paid together with an amount representing the VAT paid on that part of the consideration in respect of which the rebate or repayment is made, and the first party shall issue an appropriate VAT credit note to the other party.

## **17 FORCE MAJEURE EVENTS**

### **17.1 Meaning of Force Majeure Event**

In this Clause 17:

**“Affected Party”** means, in relation to a Force Majeure Event, the party claiming relief under this Clause 17 by virtue of that Force Majeure Event, and **“Non-affected Party”** shall be construed accordingly;

**“Force Majeure Event”** means any of the following events (and any circumstance arising as a direct consequence of any of the following events):

- (a) an act of the public enemy or terrorists or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;
- (b) acts of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;
- (c) natural disasters or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
- (d) nuclear, chemical or biological contamination;
- (e) pressure waves caused by devices travelling at supersonic speeds;
- (f) discovery of fossils, antiquities or unexploded bombs; and

- (g) strike or other industrial action which is a single circumstance and which also is a strike or industrial action in sectors of the economy other than the railway industry;

**“Force Majeure Notice”** means a notice to be given by the Affected Party to the other party stating that a Force Majeure Event has occurred;

**“Force Majeure Report”** means a report to be given by the Affected Party to the other party following the giving of a Force Majeure Notice;

**“Relevant Force Majeure Event”** means a Force Majeure Event in relation to which an Affected Party is claiming relief under this Clause 17; and

**“Relevant Obligation”** means an obligation under this contract in respect of which a Force Majeure Event has occurred and the Affected Party has claimed relief under this Clause 17.

## **17.2 Nature and extent of relief for Force Majeure**

Force Majeure relief under this Clause 17:

- (a) extinguishes the obligation of the Affected Party to indemnify the other party under Clause 8.2 in respect of Relevant Losses sustained as a result of the failure of the Affected Party to perform a Relevant Obligation; but
- (b) is not available in respect of:
  - (i) any obligation to pay money under Schedules 4, 5, 7 and 8 or the Traction Electricity Rules; or
  - (ii) any other obligation to do or refrain from doing any other thing provided for in this contract; and
- (c) is only available in relation to a failure to perform an obligation under the Network Code to the extent (including as to time and conditions) that the Network Code so provides.

## **17.3 Entitlement to Force Majeure relief**

An Affected Party is entitled to Force Majeure relief if and to the extent that:

- (a) performance of the Relevant Obligation has been prevented or materially impeded by reason of a Force Majeure Event;
- (b) it has taken all reasonable steps, taking account of all relevant circumstances (including as to whether the event in question could reasonably have been anticipated):
  - (i) to avoid the occurrence of the Force Majeure Event; and
  - (ii) to minimise, and where practicable avoid, the effects of the Force Majeure Event on its ability to perform the Relevant Obligation; and
- (c) except in the case of Clause 17.1(f), none of the Affected Party, its officers, employees or agents caused the Force Majeure Event.

## **17.4 Procedure for claiming relief**

Without prejudice to Clause 17.3, an Affected Party is only entitled to claim Force Majeure relief under this Clause 17 if it complies with the obligations to give Force

Majeure Notices, Force Majeure Reports and provide other information under Clause 17.5 and to perform its obligations under Clause 17.6.

## **17.5 Force Majeure Notices and Reports**

### **17.5.1 Force Majeure Notice**

In relation to any Relevant Force Majeure Event:

- (a) as soon as reasonably practicable after the Affected Party becomes aware, or ought reasonably to have become aware, that such Force Majeure Event qualifies for relief under this Clause 17 (and, in any event, within 72 hours of becoming aware of such circumstances), the Affected Party shall give a Force Majeure Notice; and
- (b) the Force Majeure Notice shall include detailed particulars (to the extent available) of the Relevant Force Majeure Event and its consequences, its effects on the Affected Party, the Relevant Obligations, the likely duration of such consequences and effects and the remedial measures proposed by the Affected Party to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects.

### **17.5.2 Force Majeure Report**

Following the giving of a Force Majeure Notice:

- (a) the Affected Party shall give a Force Majeure Report as soon as practicable, and in any event within seven days of service of the Force Majeure Notice; and
- (b) the Force Majeure Report shall constitute a full report on the Relevant Force Majeure Event, amplifying the information provided in the Force Majeure Notice and containing such information as may reasonably be required by the Non-affected Party, including the effect which the Relevant Force Majeure Event is estimated to have on the Affected Party's performance of the Relevant Obligations.

### **17.5.3 Other information**

The Affected Party shall promptly give the Non-affected Party all other information concerning the Relevant Force Majeure Event and the steps which could reasonably be taken, and which the Affected Party proposes to take, to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects as may reasonably be requested by the Non-affected Party from time to time.

## **17.6 Mitigation**

The Affected Party shall, promptly upon becoming aware of the occurrence of a Force Majeure Event in respect of which it intends to claim relief, use all reasonable endeavours to:

- (a) minimise the effects of such Force Majeure Event on the performance of the Relevant Obligations; and
- (b) minimise the duration of such Force Majeure Event,

and shall keep the Non-affected Party fully informed of the actions which it has taken or proposes to take under this Clause 17.6.

#### **17.7 Duration of relief for force majeure**

The right of an Affected Party to relief under Clause 17.2 shall cease on the earlier of:

- (a) the date on which its performance of the Relevant Obligations is no longer prevented or materially impeded by the Relevant Force Majeure Event; and
- (b) the date on which such performance would no longer have been prevented or materially impeded if the Affected Party had complied with its obligations under Clause 17.6.

#### **17.8 Availability of Performance Order**

If and to the extent that a breach of this contract has been caused by a Relevant Force Majeure Event, the Non-affected Party shall not be entitled to a Performance Order except to secure performance by the Affected Party of its obligations under this Clause 17.

### **18 MISCELLANEOUS**

#### **18.1 Non waiver**

##### *18.1.1 No waiver*

No waiver by either party of any failure by the other to perform any obligation under this contract shall operate or be construed as a waiver of any other or further default, whether of a like or different character.

##### *18.1.2 Failure or delay in exercising a right or remedy*

The failure to exercise or delay in exercising a right or remedy under this contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

## **18.2 Variations**

### *18.2.1 Amendments to be in writing and to be approved*

No amendment of any provision of this contract shall be effective unless:

- (a) such amendment is in writing and signed by, or on behalf of, the parties; and
- (b) if it is an amendment which requires ORR's approval under section 22 of the Act, the amendment has been approved by ORR.

### *18.2.2 Exceptions*

Clause 18.2.1(b) does not apply to amendments of the following kinds:

- (a) an amendment made by virtue of a general approval issued by ORR under section 22 of the Act; and
- (b) a modification made by virtue of Clause 18.4.2.

### *18.2.3 No Office of Rail and Road approval needed*

Modifications of the following kinds do not require ORR's approval under section 22 of the Act and so are not subject to Clause 18.2.1(b):

- (a) modifications effected by virtue of any of the Schedules to this contract; and
- (b) modifications effected by virtue of the Network Code or the Traction Electricity Rules,

unless the relevant provision expressly states that it requires the approval of ORR.

### *18.2.4 Conformed copy of contract*

Network Rail shall produce and send to the Train Operator and to ORR a conformed copy of this contract within 28 days of the making of any amendment or modification to it (including any modification made by virtue of Schedule 10).

## **18.3 Entire contract and exclusive remedies**

### *18.3.1 Entire contract*

Subject to Clause 18.3.3:

- (a) this contract contains the entire agreement between the parties in relation to the subject matter of this contract;
- (b) each party acknowledges that it has not been induced to enter into this contract in reliance upon, nor has it been given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this contract and, to the extent that this is not the case, the relevant party unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to any such matter; and

- (c) neither party shall have any right to rescind or terminate this contract either for breach of contract or for misrepresentation or otherwise, except as expressly provided for in this contract.

#### **18.3.2 Exclusive remedies**

Subject to Clause 18.3.3 and except as expressly provided in this contract:

- (a) neither party shall have any liability (including liability arising as a result of any negligence, breach of contract or breach of statutory obligation) to the other in connection with the subject matter of this contract; and
- (b) the remedies provided for in this contract shall be the sole remedies available to the parties in respect of any matters for which such remedies are available.

#### **18.3.3 Fraud, death and personal injury**

Without prejudice to the generality of this Clause 18.3, nothing in this contract shall exclude, restrict or limit, or purport to exclude, restrict or limit:

- (a) any liability which either party would otherwise have to the other party, or any right which either party may have to rescind this contract, in respect of any statement made fraudulently by the other party before the execution of this contract;
- (b) any right which either party may have in respect of fraudulent concealment by the other party;
- (c) any right which either party may have in respect of a statement of the kind referred to in section 146 of the Act, whether or not proceedings have been instituted in that respect; or
- (d) any liability which either party may have towards the other party for death or personal injury resulting from its negligence or the negligence of any of its officers, employees or agents.

### **18.4 Notices**

#### **18.4.1 Giving of notices** <sup>30th SA</sup>

Any notice to be given under this contract:

- (a) shall be in writing; and
- (b) shall be duly given if signed by or on behalf of a person duly authorised to do so by the party giving the notice and delivered by hand at, or by sending it by prepaid first class post, recorded delivery, or by facsimile transmission (with confirmation copy by prepaid first class post) or by email (where the parties agree) to the relevant address or email address or facsimile number as set out in Schedule 1."

For the purposes of this Clause 18.4 and Clause 16.1.2, delivery by hand shall include delivery by a reputable firm of couriers.

#### **18.4.2 Right to modify registered company and communication details**

A party shall be entitled to modify in any respect:

- (a) the registered name and address details which relate to it and are set out on page one of this contract (provided that this modification shall not amount to or purport to be an assignment, transfer or novation of this contract); and
- (b) the communication particulars which relate to it and which are set out in Schedule 1,

by giving notice of such modification:

- (i) to the other party as soon as reasonably practicable; and
- (ii) to ORR within 14 days of such modification.

#### **18.4.3 Deemed receipt**

A notice shall be deemed to have been given and received:

- (a) if sent by hand or recorded delivery, at the time of delivery;
- (b) if sent by prepaid first class post from and to any place within the United Kingdom, three Working Days after posting unless otherwise proven;
- (c) if sent by facsimile (subject to confirmation of uninterrupted transmission by a transmission report) before 1700 hours on a Working Day, on the day of transmission and, in any other case, at 0900 hours on the next following Working Day: and
- (d) if sent by Email (subject to confirmation of receipt of delivery) before 1700 hours on a Working Day, on the day of transmission and, in any other case, at 0900 hours on the next following Working Day.

#### **18.4.4 Copyees**

If Schedule 1 specifies any person to whom copies of notices shall also be sent:

- (a) the party giving a notice in the manner required by this Clause 18.4 shall send a copy of the notice to such person at the address for sending copies as specified in Schedule 1, or to such other person or address as may, from time to time, have been notified by the party to be notified to the notifying party under this Clause 18.4; and
- (b) such copy notice shall be sent immediately after the original notice.

#### **18.5 Counterparts**

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

#### **18.6 Survival**

Those provisions of this contract which by their nature or implication are required to survive expiry or termination of this contract (including the provisions of Clauses 8 (Liability), 10 (Liability - Other Matters), 11 (Restrictions on Claims); 12 (Governing Law), 13.2 (Unpaid Sums), 14 (Confidentiality), 16 (Payments,



Interest and VAT), 17 (Force Majeure Events), paragraph 4 of Schedule 6 (Consequence of Termination) and Schedule 9 (Limitation on liability)), shall so survive and continue in full force and effect, together with any other provisions of this contract necessary to give effect to such provisions.

## **18.7 Contracts (Rights of Third Parties) Act 1999**

### *18.7.1 Application to third parties*

Save as provided in this Clause 18.7 or as expressly provided elsewhere in this contract, no person who is not a party to this contract shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

### *18.7.2 Application to the Office of Rail and Road*

ORR shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce directly such rights as have been granted to it under this contract.

### *18.7.3 Application to the Secretary of State*

The Secretary of State shall have the right under the Contracts (Rights of Third Parties) Act 1999 directly to enforce Clauses 15.2 and 15.3.

### *18.7.4 Application of the Traction Electricity Rules to other train operators*

Any Metered Train Operator, Prospective Metered Train Operator or Modelled Train Operator (as defined in the Traction Electricity Rules) shall have the right under the Contracts (Rights of Third Parties) Act 1999 directly to enforce such rights as have been granted to it under the Traction Electricity Rules.

## **19 TRANSITION**

### **19.1 Corresponding Rights**

In relation to any Corresponding Right:

- (a) any Access Proposal or Rolled Over Access Proposal made under the Previous Access Agreement in relation to a Train Slot in respect of which there is a Corresponding Right shall:
  - (i) cease to have effect under the Previous Access Agreement as from the Transition Date; and
  - (ii) be deemed to have effect under this contract as from the Transition Date;
- (b) any Train Slot which is the subject of an Access Proposal or Rolled Over Access Proposal referred to in Clause 19.1(a) shall for all purposes be treated as if it had been established in and under this contract and not the Previous Access Agreement;
- (c) any consultations undertaken, notices served, matters referred to dispute resolution, agreements reached or determinations made which:
  - (i) are made in accordance with Parts D, F, G or H of the Network Code under the Previous Access Agreement in relation to the Engineering

Access Statement or the Timetable Planning Rules, Major Projects, Vehicle Change, Network Change or train regulation; and

- (ii) relate to a right under the Previous Access Agreement which is the subject of a Corresponding Right,
- shall:
- (A) cease to have effect under the Previous Access Agreement as from the Transition Date; and
  - (B) be deemed to have effect under this contract as from the Transition Date; and
- (d) in applying Schedule 4, effect shall be given:
- (i) in relation to any Restriction of Use which was notified before the Transition Date, to any Previous Notification Factor;
  - (ii) in relation to any Significant Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreement; and
  - (iii) in relation to any Competent Authority Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreement.

## 19.2 Definitions

In this Clause 19:

**“Corresponding Right”** means any right of a party under this contract which:

- (a) relates to the permission of the Train Operator to use the Routes; and
- (b) corresponds to a right which:
  - (i) existed under the Previous Access Agreement; and
  - (ii) ceased to have effect under the Previous Access Agreement as from the Transition Date;

**“Previous Access Agreements”** means the track access agreements dated 19th May 2010 and 9th February 2006 between Network Rail Infrastructure Limited and Southern Railway Limited and First Capital Connect Limited respectively;

**“Previous Notification Factor”** means the Notification Factor as established by reference to Column C, D or E of Annex A to Part 3 of Schedule 4 under the relevant Previous Access Agreement; and

**“Transition Date”** means the date on which this contract comes into effect for all purposes.

- **SCHEDULE 1: CONTACT PARTICULARS<sup>32nd</sup>**

1. Network Rail's address for service of notices is:

Network Rail Infrastructure Limited

1 Eversholt Street

London

NW1 2DN

Tel: 020 7904 4001

Email: [notices@networkrail.co.uk](mailto:notices@networkrail.co.uk)

All written notices to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR”

and copied to:

The Route Managing Director

Network Rail

27 Great Suffolk Street

London

SE1 0NS

Tel: 020 3356 9595

Fax: 020 3356 9300

2. The Train Operator's address for the service of notices is:

Govia Thameslink Railway Limited

Monument Place,  
24 Monument Street

London

EC3R 8AJ

Tel: (020) 3750 2038

Fax:

All written notices to be marked:

“URGENT: ATTENTION THE CHIEF EXECUTIVE OFFICER”

## **SCHEDULE 2: THE ROUTES**

1. In order to provide the Services, the Train Operator has permission to use the routes specified in Column 1 of Table 2.1 and Table 2.2 of Schedule 5.
2. In order to provide Services when any part of the route is unavailable, the Train Operator has permission to use any reasonable route for diversionary purposes, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question.
3. In order to make Ancillary Movements, the Train Operator has permission to use any reasonable route, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question.
4. In order to Stable railway vehicles, the Train Operator has permission to use any reasonable location, subject to obtaining any necessary route clearance for the Specified Equipment for the location in question.
5. Use of all routes is subject to the Network Code.

- **SCHEDULE 3: COLLATERAL AGREEMENTS**

1. An access agreement between (1) the Train Operator and (2) Network Rail granting the Train Operator permission to use the following station[s] Kings Cross, London Bridge and London Victoria.
2. An agreement under which the Train Operator agrees to become a party to the Claims Allocation and Handling Agreement and, for the purpose of Schedule 6, the Claims Allocation and Handling Agreement.
3. A franchise agreement between (1) the Train Operator and (2) the Secretary of State under the Act under which the franchisee undertakes to provide or procure the provision of all or a material part of the Services.
4. An accession agreement to the document entitled Emergency Access Code as approved or directed by ORR and, for the purpose of Schedule 6, the Emergency Access Code.

- **SCHEDULE 4: ENGINEERING ACCESS STATEMENT, TIMETABLE  
PLANNING RULES AND RESTRICTIONS OF USE**

**PART 1: NOT USED**

**PART 2: NOT USED**

- **PART 3: COMPENSATION FOR RESTRICTIONS OF USE**

## **1 Definitions**

### **1.1 Defined terms**

In this Part 3 and its Annexes, unless the context otherwise requires:

<b>“Applicable Timetable”</b>	means, in respect of any day, that part of the Working Timetable in respect of that day which is required to be drawn up in accordance with Condition D2.1.1 of the Network Code as at 22:00 hours on the day prior to that day;
<b>“Bi-annual Timetable”</b>	means either of the following: <ul style="list-style-type: none"><li>(a) the Corresponding Day Timetable for all days in the period from and including the Principal Change Date up to but excluding the immediately following Subsidiary Change Date; or</li><li>(b) the Corresponding Day Timetable for all days from and including the Subsidiary Change Date up to but excluding the immediately following Subsidiary Change Date or Principal Change Date, as the case may be;</li></ul>
<b>“Cancellation Minutes”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Cap”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“CPI”</b> <sup>30th SA</sup>	shall have the meaning ascribed to it in Schedule 7;
<b>“Corresponding Day”</b>	means, in respect of any day (the <b>“first day”</b> ): <ul style="list-style-type: none"><li>(a) a day which is contained in the same Timetable Period as the first day and on which the Services scheduled in the New Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the New Working Timetable for the first day; or</li></ul>



	<ul style="list-style-type: none"> <li>(b) if no day is found under paragraph (a) above, then a day which is contained in the equivalent Timetable Period for the time of year, in the year immediately preceding the Timetable Period which includes the first day and on which the Services scheduled in the New Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the New Working Timetable for the first day; or</li> <li>(c) if no day is found under paragraph (a) or (b) above, such other day as the parties may agree or as may be determined in accordance with paragraph 12.2;</li> </ul>
<b>“Corresponding Day Timetable”</b>	means, in relation to a Corresponding Day, the New Working Timetable or such other timetable as may be agreed between the parties or otherwise determined in accordance with paragraph 12.2;
<b>“Day 42 Statement”</b>	shall have the meaning ascribed to it in paragraph 13.1(a);
<b>“Defined Service Group Revenue”</b>	shall have the relevant value as set out in Annex D to Part 3 of this Schedule 4;
<b>“Disrupted”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) cancelled;</li> <li>(b) diverted off the Route over which it was scheduled to run in the Corresponding Day Timetable; and/or</li> <li>(c) starting or finishing short in comparison with the Service as timetabled in the Corresponding Day Timetable;</li> </ul>
<b>“First Restriction”</b>	shall have the meaning ascribed to it in paragraph 2.12(a)(i);
<b>“First Restriction Period”</b>	shall have the meaning ascribed to it in paragraph 2.12(a)(ii);

<b>“Further Restriction”</b>	shall have the meaning ascribed to it in paragraph 2.12(a)(ii)(B);
<b>“High Speed Diversion”</b>	means a situation in which a Train is diverted between successive Monitoring Points such that it travels a longer distance at a higher average speed than that normally scheduled and arrives at its destination at a time later than that specified in the New Working Timetable;
<b>“Initial Indexation Factor”</b>	shall have the meaning ascribed to it in Schedule 7;
<b>“Monitoring Point”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Network Rail Restriction of Use”</b>	means any Restriction of Use other than an Operator Restriction of Use;
<b>“Notification Factor” or “NF”</b>	shall have the meaning ascribed to it in paragraph 9;
<b>“Off-Peak”</b>	where applicable, has the meaning ascribed to it in Schedule 5;
<b>“Operator Restriction of Use”</b>	means a Restriction of Use of the type referred to in paragraph 2.3;
<b>“Over-run”</b>	shall have the meaning ascribed to it in paragraph 2.12(a);
<b>“Peak”</b>	where applicable, has the meaning ascribed to it in Schedule 5;
<b>“Performance Monitoring System”</b> <sup>30th SA</sup>	shall have the meaning ascribed to it in Schedule 8;
<b>“Period”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Public Holiday”</b>	means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;

**“Recovery Allowance”**

means an allowance for additional time incorporated in the New Working Timetable or (where the Train Operator requests that the allowance is not incorporated in the New Working Timetable and Network Rail complies with that request) the Applicable Timetable to allow a Train to regain time lost during an earlier part of its journey;

**“Restriction of Use”** 30th SA

means, in respect of any day, any difference from the normal capability of all or any part of the Routes (where the normal capability of the Routes is expressed in the Applicable Timetable Planning Rules relevant to that day notified to each Timetable Participant on or before D-26) which results in:

- (a) a difference between the Applicable Timetable on that day as compared with the New Working Timetable in respect of that day; and/or
- (b) a difference between the New Working Timetable on that day as compared with the Corresponding Day Timetable in respect of the Corresponding Day;

**“Restriction of Use Day”**

means a day on which a Network Rail Restriction of Use is taken or deemed to be taken;

**“RoU Claim Notice”**

means a notice issued by either party pursuant to paragraph 2.8;

**“RoU Direct Costs”**

means the aggregate amount of:

- (a) bus and taxi hire costs;
- (b) publicity costs;
- (c) train planning and diagramming costs;  
and
- (d) other costs directly related to the organisation and management of the Train Operator’s response to a Type 2 Restriction of Use,

reasonably incurred by the Train Operator as a result of a Type 2 Restriction of Use, adjusted by:

- (i) adding any increase in RoU Variable Costs; and
- (ii) deducting any decrease in RoU Variable Costs;

**“RoU Liability”**

means any costs, direct losses and expenses (including any loss of revenue) reasonably incurred or reasonably expected to be incurred by the Train Operator (including any increase in RoU Variable Costs but net of any benefit arising from the taking of a Restriction of Use including any decrease in RoU Variable Costs) as a consequence of a Type 3 Restriction of Use or any Restriction(s) of Use covered by an SPD Claim;

**“RoU Losses”**

means any RoU Direct Costs or RoU Liability (as applicable);

<b>“RoU Trigger Date”</b>	means, in respect of any Period, the later to occur of the following: <ul style="list-style-type: none"> <li>(a) the date on which Network Rail issues a Day 42 Statement; and</li> <li>(b) in the event of any dispute in respect of Network Rail’s Day 42 Statement, the date on which such dispute is agreed or determined;</li> </ul>
<b>“RoU Variable Costs”</b> <sup>30th SA</sup>	means any Train Operator costs which vary as a result of a Restriction of Use or where applicable an Over-run arising directly from changes in train mileage including maintenance, fuel or the Traction Electricity Charge and the Variable Usage Charge and the VUC Default Charge (as such terms are defined in Schedule 7);
<b>“SPD Claim”</b>	has the meaning specified in paragraph 2.10(d);
<b>“SPD Notice”</b>	means a notice issued by either party pursuant to paragraph 2.10(a);
<b>“SPD Period”</b>	means the period of any 3 or 7 (as the case may be) consecutive Periods in which it is agreed or determined that Sustained Planned Disruption has occurred in respect of the Train Operator, together with any subsequent consecutive Period up to but excluding the first Period to occur in respect of which it is agreed or determined that the test for Sustained Planned Disruption is not satisfied in respect of the Train Operator;
<b>“SPD Cost Threshold No.1”</b> <sup>30th SA</sup>	means £684,447;
<b>“SPD Cost Threshold No.2”</b> <sup>30th SA</sup>	means £1,368,893;

**“SPD Revenue Threshold No.1”** means 20% of 1/13th of the relevant Defined Service Group Revenue over three consecutive Periods;  
30th SA

**“SPD Revenue Threshold No.2”** means 15% of 1/13th of the relevant Defined Service Group Revenue over seven consecutive Periods;  
30th SA

**“SPD Termination Notice”** has the meaning specified in paragraph 2.10(c);

**“Sustained Planned Disruption” or “SPD”** means a circumstance where:

(a) the aggregate of the compensation payable in respect of a Service Group calculated in accordance with paragraph 3 for any one or more Restrictions of Use during:

(i) 3 consecutive Periods is equal to or exceeds SPD Revenue Threshold No.1; or

(i) 7 consecutive Periods is equal to or exceeds SPD Revenue Threshold No.2,

and that the difference between the RoU Liability calculated in accordance with paragraph 8 and the compensation calculated in accordance with paragraph 3 and paragraph 4 for such Restrictions of Use during that period would be more than £10,000; or

(b) in respect of any one or more Restrictions of Use during:

(ii) 3 consecutive Periods the difference between the Train Operator’s RoU Liability (excluding any loss of revenue) calculated in accordance with paragraph 8 and the Train Operator’s costs calculated under paragraph 4 would be

more than SPD Cost Threshold  
No. 1; or

- (iii) 7 consecutive Periods the difference between the Train Operator's RoU Liability (excluding any loss of revenue) calculated in accordance with paragraph 8 and the Train Operator's costs calculated under paragraph 4 would be more than SPD Cost Threshold No. 2;

**"Service Code"** shall have the meaning ascribed to it in Schedule 8;

**"Service Group"** shall have the meaning ascribed to it in Schedule 8;

**"Train"** shall have the meaning ascribed to it in Schedule 8;

**"Train–Bus–Train Pattern"** means a situation where:

- (a) a Restriction of Use occurs on any section of track between:
  - (i) successive Monitoring Points; or
  - (ii) the station of origin and the next Monitoring Point; and
- (b) the Train Operator uses a substitute bus or other alternative road service between any pair of stations situated:
  - (i) between or including such successive Monitoring Points; or
  - (ii) at or between the station of origin and the next Monitoring Point;

**"Type 1 Restriction of Use"** means any single Restriction of Use which does not fall within the definition of Type 2 Restriction of Use or Type 3 Restriction of Use;

**"Type 2 Restriction of Use"** means:

- (a) a single Restriction of Use of more than 60 consecutive hours (excluding any

	part of that Restriction of Use which occurs during a Public Holiday); and
	(b) which results in a Service being Disrupted
	but excluding any Restriction of Use which falls within the definition of Type 3 Restriction of Use;-
<b>“Type 3 Liability Claim”</b>	has the meaning specified in paragraph 2.7(b);
<b>“Type 3 Restriction of Use”</b>	means a single Restriction of Use of more than 120 consecutive hours (including any part of that Restriction of Use which occurs during a Public Holiday);
<b>“Unplanned Over-run Period”</b>	shall have the meaning ascribed to it in paragraph 2.12(a)(ii)(A);
<b>“Viable Transfer Point”</b>	a station normally served by the services operated by the Train Operator, and equipped to enable the efficient and safe transfer of trainloads of passengers to and from alternative modes of transport, and/or services operated by other Train Operators, and which the parties have agreed, and set out in Annex B, shall be used for the purpose of providing bus substitution services, and for calculating the cost of bus substitution services in accordance with the provisions of paragraph 4 “Costs compensation for Network Rail Restrictions of Use”;
<b>“Week”</b>	means a period commencing at 00:00:00 hours on any Saturday and ending at 23:59:59 hours on the next following Friday; and
<b>“White Period”</b>	means any period during which the taking of a Restriction of Use would not result in any compensation being payable in accordance with paragraph 3.



## 1.2 *Suspension Notices*

Wherever a Suspension Notice is in force, the effects of that Suspension Notice shall be the subject of Clause 3.6 and not of this Schedule 4. A Restriction of Use shall only be treated as a Restriction of Use to the extent that it involves a Restriction of Use of all or any part of the Routes which is not covered by the restriction under that Suspension Notice.

## 1.3 *Possession*

Any reference in this contract to the term “possession”, whether on its own or in composite, should be construed as “Restriction of Use” as defined in this Part 3.

## 1.4 *White Period*

In respect of any Type 1 Restriction of Use, Type 2 Restriction of Use or Type 3 Restriction of Use, where a Restriction of Use starts before and/or ends after a White Period, the entire length of the Restriction of Use shall be taken into account when counting the cumulative total hours.

# 2 **Application of this Part**

## 2.1 *Entry into effect*

This Part 3 shall apply in respect of Restrictions of Use.

## 2.2 *Applicable Engineering Access Statement and the Network Code*

The provisions of this Part 3 shall be without prejudice to:

- (a) Network Rail’s right to take Restrictions of Use under or pursuant to the Applicable Engineering Access Statement;
- (b) the establishment of any amended Working Timetable under Part H of the Network Code; and
- (c) any rights pursuant to the Network Code that the Train Operator may have to challenge any decision of Network Rail.

### 2.3 *Operator Restriction of Use*

Network Rail shall not be obliged to make any payments to the Train Operator for any one or more Restrictions of Use to the extent:

- (a) required as a result of any damage to the Network or Environmental Damage which in each case:
  - (i) arises wholly or mainly from the operations of the Train Operator or its failure to comply with its obligations under this contract; and
  - (ii) Network Rail demonstrates is in excess of fair wear and tear arising from use of the Network by the Train Operator;
- (b) requested by the Train Operator (other than for the purposes of inspection, maintenance, renewal or repair of the Network); or
- (c) required in connection with a Network Change proposed by the Train Operator under Condition G3 of the Network Code.

### 2.4 *Network Rail payments*

Subject to paragraph 2.3, Network Rail shall make payments to the Train Operator (in accordance with the procedure in paragraph 13) in respect of a Network Rail Restriction of Use calculated in accordance with paragraphs 2.5 to 2.7 and 2.10 where applicable.

### 2.5 *Type 1 Restriction of Use*

Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 1 Restriction of Use.

### 2.6 *Type 2 Restriction of Use*

- (a) Except where paragraph 2.6(c) applies, Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 2 Restriction of Use.
- (b) If either party reasonably believes or expects that the difference between RoU Direct Costs calculated in accordance with paragraph 6 and the costs calculated under paragraph 4 would exceed £10,000 then that party will be entitled to require that the costs be calculated in accordance with paragraph 6 by serving an RoU Claim Notice within the time periods set out in paragraph 2.8.

- (c) Following a request in accordance with paragraph 2.6(b), if it is agreed or determined that the difference between RoU Direct Costs calculated in accordance with paragraph 6 and the costs calculated under paragraph 4 exceeds £10,000 then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 6.

## **2.7 *Type 3 Restriction of Use***

- (a) Except where paragraph 2.7(c) applies, Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 3 Restriction of Use.
- (b) If either party reasonably believes or expects that the difference between RoU Liability calculated in accordance with paragraph 7 and the costs and losses calculated under paragraphs 3 and 4 would exceed £10,000 then that party will be entitled to require that the costs and losses be calculated in accordance with paragraph 7 instead by serving an RoU Claim Notice within the time periods set out in paragraph 2.8 (a “Type 3 Liability Claim”).
- (c) Following a request in accordance with paragraph 2.7(b), if it is agreed or determined that the difference between RoU Liability calculated in accordance with paragraph 7 and the costs and losses calculated under paragraphs 3 and 4 exceeds £10,000 then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 7.

## **2.8 *RoU Claim Notice***

- (a) Either party wishing to make a request pursuant to Clause 2.6(b) or Clause 2.7(b) must notify the other that a Restriction of Use is a Type 2 Restriction of Use or a Type 3 Restriction of Use and that the circumstances in paragraph 2.6(b) or 2.7(b) (as applicable) apply within 56 days of the RoU Trigger Date relating to the Period in which that Restriction of Use commences.
- (b) The notice referred to in paragraph 2.8(a) must, if provided by the Train Operator, include details of the estimate of the RoU Direct Costs or RoU Liability (as applicable) which the Train Operator has incurred in respect of the relevant Restriction of Use.

## 2.9 Changes to Restrictions of Use

- (a) Where a single Restriction of Use falls within the definition of one type of Restriction of Use and there is a change which means that no Restriction of Use occurs or that the Restriction of Use occurs as another type of Restriction of Use, then that Restriction of Use shall be treated, for the purposes of the calculation and payment of compensation, as if it had always been the latter type of Restriction of Use (or, where applicable, as if it had not been a Restriction of Use).
- (b) For the purposes of paragraph 2.9(c), a Restriction of Use shall be deemed to be taken if and to the extent that it results in any difference between timetables of the type referred to in the definition of "Restriction of Use" when notified, whether or not the restriction giving rise to that Restriction of Use was subsequently cancelled in whole or in part.
- (c) ***Subject to paragraph 2.9(d), where a change to a Restriction of Use reduces the impact of the Restriction of Use and accordingly changes its type or means that there is no Restriction of Use in accordance with paragraph 2.9(a), the Train Operator may, within 28 days of the date on which the change to the Restriction of Use was notified to the Train Operator by Network Rail, serve a notice on Network Rail which sets out any costs to which the Train Operator is already committed or has already incurred and any costs associated with responding to the Restriction of Use (both before and after the change). The Train Operator shall be entitled to recover such costs provided that such costs are reasonable and were properly committed or incurred in the circumstances. For the purposes of this paragraph 2.9(c), references to "costs" shall mean those categories of costs which the Train Operator would have been entitled to recover under this Schedule 4 for that type of Restriction of Use which the Restriction of Use was classified as prior to its change.***
- (d) ***Notwithstanding paragraph 2.9(c), where:***
  - (i) the notice served by the Train Operator under paragraph 2.9(c) is in respect of a cancellation of a Type 1 Restriction of Use that was notified to the Train Operator less than 12 weeks before the date on which that Type 1 Restriction of Use was scheduled to occur; and***
  - (ii) the costs to which the Train Operator is committed or which it has already incurred prior to the cancellation of the Type 1 Restriction of Use and any costs associated with responding to that cancellation, amount to £5000 or more,******the Train Operator shall be entitled to recover those costs provided that such costs are reasonable and were properly committed or incurred in the circumstances. For the purposes of this paragraph 2.9(d), references to "costs" shall mean those categories of costs described in the definition of "RoU Direct Costs" (save that references in that definition to "Type 2 Restriction of Use" shall be deemed to refer to "Type 1 Restriction of Use").***

## 2.10 *Sustained Planned Disruption*

- (a) If either party reasonably believes that a Sustained Planned Disruption has occurred then that party will be entitled to require that the costs and losses for the Restrictions of Use for the relevant services during the relevant SPD Period be calculated in accordance with paragraph 8 by serving a notice on the other (an “SPD Notice”) in accordance with paragraph 2.10(b).
- (b) Unless otherwise agreed in writing, an SPD Notice must be served no later than the day falling 56 days after the issue of the Day 42 Statement which followed the end of the relevant SPD Period and must include a short explanation of why it reasonably believes a Sustained Planned Disruption has occurred and a statement of when the SPD Period commenced.
- (c) Following the issue of an SPD Notice, either party may serve a notice (an “SPD Termination Notice”) stating that it reasonably believes that the relevant Sustained Planned Disruption is no longer occurring, such notice to include a short explanation of why the party serving it reasonably believes that the Sustained Planned Disruption has ceased and stating the Period in which such cessation has occurred. A party receiving an SPD Termination Notice shall within 30 days of its receipt by notice to the serving party either accept or reject the SPD Termination Notice and where it rejects the notice it shall include with its rejection notice a short explanation of why it reasonably believes the Sustained Planned Disruption is continuing. If the parties fail to reach agreement within 30 days after service of a rejection notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, either party may notify the other that the dispute resolution procedure set out in paragraph 13.3 is to apply (save that references to paragraph 13.2 shall be construed as being references to this paragraph).
- (d) Following the issue of an SPD Notice the party that issued that notice must serve a claim (an “SPD Claim”):
  - (i) no later than the day falling 112 days after the issue of the Day 42 Statement for the last Period in the relevant SPD Period; or
  - (ii) where an SPD Period has exceeded 13 consecutive Periods in length or upon the termination or expiry of this contract, whichever comes first, unless otherwise agreed in writing, no later than the day falling 112 days after the issue of the Day 42 Statement which

followed the 13<sup>th</sup> consecutive Period or the termination or expiry of this contract (as applicable),

whichever is the earlier.

- (e) Provided a party has issued an SPD Notice in accordance with paragraph 2.10(b), nothing in paragraph 2.10(d) shall prevent that party from issuing more than one SPD Claim in respect of the same Sustained Planned Disruption, provided that:
  - (i) each such SPD Claim relates to a different period within the said SPD Period (so there is no double-counting); and
  - (ii) no SPD Claim can be issued after the last day for serving notice specified under paragraph 2.10(d).
- (f) An SPD Claim must include details of when and why that party reasonably believes that a Sustained Planned Disruption has occurred and in particular:
  - (i) if the claim is made by the Train Operator, such details as may reasonably be available of the RoU Liability which the Train Operator has incurred or reasonably expects to incur in respect of the relevant Restrictions of Use during the SPD Period; or
  - (ii) if the claim is made by Network Rail, the reasons why Network Rail reasonably believes that the Train Operator has been overcompensated or may be overcompensated by more than the relevant amount.
- (g) Following the service of an SPD Claim, if and to the extent it is agreed or determined that a Sustained Planned Disruption has occurred in the period covered by the claim then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 8 in respect of the SPD Period (or where applicable the part of the SPD Period) covered by the SPD Claim.

## 2.11 *Early notice of RoU Losses*

The parties may at any time engage in discussions on any matter likely to result in payments in respect of any RoU Losses and shall use reasonable endeavours to agree whether such RoU Losses calculated in accordance with paragraph 6, 7 or 8 are likely to arise and/or what mitigating actions should be contemplated to reduce or avoid such RoU Losses. The party initiating such discussions shall provide to the other reasonable evidence in writing of why it thinks such RoU Losses will arise or mitigating actions should be

contemplated. Following any agreement or determination that such RoU Losses are likely to arise in connection with one or more future Restrictions of Use or that mitigating actions should be contemplated, the parties shall where reasonably practicable engage in discussions on any options for mitigating costs, revenue loss and/or disruption including any advance compensation for such Restriction(s) of Use to the extent such advance compensation would or would reasonably be expected to facilitate the mitigation of the contemplated disruption. Nothing in this contract shall prevent Network Rail and the Train Operator agreeing any options for mitigating costs and disruption in respect of any Restriction(s) of Use. Unless otherwise agreed, the timescales for claiming RoU Losses shall still apply.

## 2.12 Over-runs

- (a) For the purposes of this paragraph 2.12, an over-run ("Over-run") occurs where:
  - (i) there is a Restriction of Use which is not an Operator Restriction of Use (the "First Restriction");
  - (ii) following the end of the relevant period of difference between timetables referred to in sub-paragraphs (a) and (b) of the definition of Restriction of Use which served to establish the existence of that Restriction of Use (the "First Restriction Period"), there is either:

- (A) a further period of at least one hour during which Services are Disrupted due to (1) any incident attributed under Schedule 8 to circumstances arising from any restriction of operation of the Network which are a consequence of the First Restriction or (2) any act or omission in connection with any activities planned or undertaken which are directly attributable to the First Restriction (including any failure to remove the First Restriction by the time scheduled for its removal in the Applicable Engineering Access Statement) but excluding any act or omission by the Train Operator for which it would be allocated responsibility under this contract (the "Unplanned Over-run Period"); and/or
- (B) a further Restriction of Use is taken which is at the same location as all or part of the First Restriction and directly connected with or attributable to any activities undertaken or planned to be undertaken under the First Restriction (a "Further Restriction" ),

in each case without there being any intervening period between the First Restriction and the relevant Unplanned Over-run Period or Further Restriction, which is not either a White Period, Unplanned Over-run Period or a Further Restriction.

- (b) Where a Restriction of Use is subject to one or more Over-runs, then the entire duration from the start of the First Restriction to the end of the last Over-run in respect of the Restriction of Use shall be treated as making up a single Restriction of Use.
- (c) Where there is an Over-run which results in a Service being Disrupted which:
  - (i) is not part of either a Type 2 or Type 3 Restriction of Use;
  - (ii) lasts for more than one hour; and
  - (iii) results in the Train Operator incurring costs in the category of RoU Direct Costs in relation to the Over-run in excess of £10,000,

then the Unplanned Over-run Period element of that Over-run (but not the relevant First Restriction Period or the period of any Further Restriction) shall for the purposes only of calculating RoU Direct Costs be deemed to constitute a Type 2 Restriction of Use.



- (d) For the purposes of calculating RoU Liability under paragraph 7 (when it is agreed or determined that the requirements of paragraph 2.7(c) are satisfied) or paragraph 8 when there is agreed or determined to be a Sustained Planned Disruption, the amount of the RoU Liability shall be calculated:
  - (i) including costs, direct losses and expenses (including loss of revenue and any increase in RoU Variable Costs) reasonably incurred or reasonably expected to be incurred by the Train Operator as a consequence of any Unplanned Over-run Period; and
  - (ii) offsetting any benefit as a consequence of the Unplanned Over-run Period including:
    - (A) any reduction in RoU Variable Costs;
    - (B) any payments made as result of paragraph 2.12(c); and
    - (C) any payments received by the Train Operator under Schedule 8.
- (e) This paragraph 2.12 shall not result in any Unplanned Over-run Period being subject to either revenue loss compensation for Network Rail Restrictions of Use under paragraph 3 or costs compensation for Network Rail Restrictions of Use under paragraph 4.

### **3 Revenue loss compensation for Network Rail Restrictions of Use**

#### **3.1 *Basis for calculations***

For each Period and for each Service Group, Network Rail shall calculate the compensation payable in respect of all Network Rail Restrictions of Use on each Restriction of Use Day in that Period by applying, in accordance with paragraphs 3.2 and 3.3, the formulae in paragraphs 3.4, 3.5 and 3.6. For the purposes of determining for this paragraph 3 to which Service Group a particular Train is allocated, a Train (or portion of a Train) shall be treated as allocated to a particular Service Group by reference to its Service Code, provided that where a particular Train (or portion of a Train) is given a different Service Code in the New Working Timetable from the Service Code given to it in the Applicable Timetable or a different Service Code in the Corresponding Day Timetable from the Service Code given to it in the New Working Timetable it shall be treated as part of the Service Group in relation to whichever of those Service Codes most correctly applies to that Train or, where both Service Codes could equally apply to that Train, to the Service

Code applied to that Train in the New Working Timetable.

### 3.2 *Separate calculations*

In applying the formula in paragraph 3.4, Network Rail shall calculate the compensation payable separately in respect of all:

- (a) Network Rail Restrictions of Use which are taken into account in the New Working Timetable; and
- (b) Network Rail Restrictions of Use which are not so taken into account but are taken into account in the Applicable Timetable.

### 3.3 *Meaning of T1 and T2*

In paragraph 3.4:

- (a) where Network Rail is making the calculation for the purpose of paragraph 3.2(a), T1 shall mean the Corresponding Day Timetable and T2 shall mean the New Working Timetable for the Restriction of Use Day; and
- (b) where Network Rail is making the calculation for the purpose of paragraph 3.2(b), T1 shall mean the New Working Timetable for the Restriction of Use Day and T2 shall mean the Applicable Timetable for the Restriction of Use Day.

### 3.4 *Formula* <sup>30th SA</sup>

The formula referred to in paragraph 3.1 is as follows:

$$NRP = \sum((WACM + NREJT) \bullet BF \bullet NRPR \bullet NF)$$

where:

- (z) NRP is the Network Rail Payment;
- (a)  $\Sigma$  is the sum across all Network Rail Restrictions of Use and all Restriction of Use Days in the Period;
- (b) WACM is the weighted average of Cancellation Minutes for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$WACM = (CM - NRPP) \bullet \sum \frac{(MPW \bullet CS)}{SS}$$

where:

CM is the Cancellation Minutes for the Service Group in question specified in column F of Appendix 1 to Schedule 8;

NRPP is the Network Rail performance point for the Service Group in question specified in column B of Appendix 1 to Schedule 8;

$\Sigma$  is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to the Monitoring Point, as specified in column K of Appendix 1 to Schedule 8;

CS is the number by which the number of stops at that Monitoring Point scheduled for that day in T2 is less than SS as a result of the Network Rail Restriction of Use; and

SS is the number of stops at the Monitoring Point scheduled for that day in T1;

- (c) NREJT is the extended Journey Time as a result of a Network Rail Restriction of Use in respect of Services in that Service Group, for the Restriction of Use Day, being Services which are not cancelled, calculated according to the following formula:

$$\text{NREJT} = \text{EJT} \bullet \left( 1 - \frac{\Sigma (\text{MPW} \bullet \text{CS})}{\text{SS}} \right)$$

where:

$\Sigma$ , MPW, CS and SS have the meanings ascribed to them in paragraph 3.4(b) above; and

EJT is the extended Journey Time as a result of a Network Rail Restriction of Use in respect of Services in that Service Group calculated according to the following formula:

if no Train in that Service Group is scheduled in T2 for that day, then EJT shall equal 0;

if otherwise,

EJT is the lesser of:

- (i) the number of minutes specified as the Cap for the Service Group in column G of Appendix 1 to Schedule 8; and

- (ii)  $\text{AJT} \bullet ((u-v)/v)$ ,

provided always that if v equals or is greater than u, EJT shall equal 0;

where:

- AJT is the average Journey Time for Trains in the Service Group scheduled for that day in T1, and shall be equal to the aggregate of the Journey Times scheduled in T1 in respect of such Trains divided by the aggregate number of Journeys scheduled in T1 in respect of such Trains;
- u is the average speed of Trains in the Service Group scheduled for that day in T1, and shall be equal to the aggregate of the number of miles scheduled to be run in T1 by such Trains divided by the aggregate of the Journey Times scheduled in T1 in respect of such Trains; and
- v is the speed to which the average speed of Trains in the Service Group scheduled for that day in T2 is reduced as a result of the Network Rail Restrictions of Use (calculated by reference to the aggregate of the number of miles which such Trains are scheduled to run in T2 divided by the aggregate of the end to end Journey Times scheduled in T2 in respect of such Trains),

and for the purposes of this paragraph 3.4:

“Journey”

means the journey of the Train scheduled in the relevant timetable from its station of origin to its destination station; provided that if a Train crosses a Service Group boundary then in respect of each Service Group the Train’s station of origin and destination station shall respectively mean the station at which the Train commences that part of its journey in that Service Group and the station at which it ends that part of its journey in that Service Group; and that where any Train splits to become more than one Train then that part of the Train’s journey of up to the station where it splits shall be treated as one journey and each Train into which the Train splits shall be treated as making a separate journey; and

“Journey Time”

shall be calculated in respect of each journey by reference to the difference in minutes between the time of departure from the station of origin and the time of arrival at the destination station;

- (d) BF is the busyness factor, as calculated for each Service Group according to the following formula:

$$BF = \frac{\sum (MPW \bullet SS)}{AS}$$

where:

AS is the average number of stops at the Monitoring Point (being the Monitoring Point referred to in the definition of MPW) per day scheduled in the Bi-annual Timetable; and

MPW and SS have the meanings ascribed to them in paragraph 3.4(b); and

- (e) NRPR is the Network Rail payment rate specified in column C of Appendix 1 to Schedule 8, as indexed according to the relevant provisions of Schedule 8.

### 3.5 *High Speed Diversions*

Where there is a High Speed Diversion and WACM, as defined in paragraph 3.4(b), has a value equal to or less than zero then the following formula shall apply:

$$ANRP = \frac{TDR_{SG} \bullet (CM - NRPP) \bullet NRPR \bullet BF \bullet NF}{TDT_{SG}}$$

where:

ANRP is the additional Network Rail payment;

TDR<sub>SG</sub> is, in respect of each Service Group and each Restriction of Use Day on which a High Speed Diversion applies, the number of Trains in the Service Group scheduled in T2 to be subject to the High Speed Diversion;

TDT<sub>SG</sub> is the total number of Trains scheduled to be run in the Service Group in T1;

T1 and T2 shall have the meanings ascribed to them in paragraph 3.3; and

CM, NRPP, NRPR and BF shall have the meanings ascribed to them in paragraph 3.4.

In such a situation, the Train Operator shall provide Network Rail with evidence, either that the High Speed Diversion has been common for the Services in question in the past or that the High Speed Diversion would arise as a result of a change in circumstances.

In default of agreement, in relation to the adequacy of such evidence, between the Train Operator and Network Rail within 28 days after the New Working

Timetable is issued reflecting the relevant Network Rail Restriction of Use, the mechanism and procedure for dispute resolution set out in paragraphs 13.2, 13.3 and 13.4 shall apply.

### 3.6 *Train-Bus-Train Patterns*

If any Service Group on any day is subject to a Train-Bus-Train Pattern on account of a Network Rail Restriction of Use, and where WACM, as defined in paragraph 3.4(b), has a value equal to or less than zero, then Network Rail shall pay to the Train Operator an additional payment calculated as follows:

$$ANRP = \frac{TTS_{SG}}{TTR_{SG}} \bullet (CM - NRPP) \bullet DV \bullet NRPR \bullet BF \bullet NF$$

where:

ANRP is the additional Network Rail payment;

TTSSG is the total number of Trains scheduled in T2 to be run in the Service Group for that Restriction of Use Day to terminate at a destination other than that shown for those Trains due to a Train-Bus-Train Pattern in T1;

TTR<sub>SG</sub> is the total number of Trains scheduled to be run in the Service Group in T1;

T1 and T2 shall have the meanings ascribed to them in paragraph 3.3;

CM, NRPP, NRPR and BF shall have the meanings ascribed to them in paragraph 3.4; and

DV shall have the value of 0.125,

provided that if:

TTR<sub>SG</sub> is less than TTS<sub>SG</sub> then  $\frac{TTS_{SG}}{TTR_{SG}}$  shall be deemed to have the value of one.

In such a situation the Train Operator shall provide Network Rail with evidence, either that the Train-Bus-Train Pattern resulting from the Network Rail Restriction of Use is an arrangement that has been commonly used in the past by that Train Operator on the Services in question, or that it has arisen due to a change in circumstances.

In default of agreement, in relation to the adequacy of such evidence, between the Train Operator and Network Rail within 28 days after the New Working Timetable is issued reflecting the relevant Network Rail Restriction of Use, the

mechanism and procedure for dispute resolution set out in paragraphs 13.2, 13.3 and 13.4 shall apply.

#### **4 Costs compensation for Network Rail Restrictions of Use**

##### **4.1 Basis for calculations**

For each Period and for each Service Group, Network Rail shall calculate the compensation payable in respect of all Network Rail Restrictions of Use on each Restriction of Use Day in that Period by applying the formulae in paragraph 4.2. For the purposes of determining for this paragraph 4 to which Service Group a particular Train is allocated, a Train (or portion of a Train) shall be treated as allocated to a particular Service Group by reference to its Service Code, provided that where a particular Train (or portion of a Train) is given a different Service Code in the New Working Timetable from the Service Code given to it in the Applicable Timetable or a different Service Code in the Corresponding Day Timetable from the Service Code given to it in the New Working Timetable it shall be treated as part of the Service Group in relation to whichever of those Service Codes most correctly applies to that Train or, where both Service Codes could equally apply to that Train, to the Service Code applied to that Train in the New Working Timetable.

##### **4.2 Cost compensation formula <sup>30th SA</sup>**

The formula referred to in paragraph 4.1 is as follows:

$$\text{Cost compensation} = \sum (\text{RRBC} + \text{TMC})$$

where:

- (a)  $\sum$  is the sum across all applicable Network Rail Restrictions of Use and all Restriction of Use Days in the Period;
- (b) RRBC is the rail replacement bus cost, for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$\text{RRBC} = \text{EBM} \times \text{EBMPR}$$

Where:

EBM is the number of estimated bus miles for the Train Operator;  
and

EBMPR is the payment rate per EBM, which is £15.87.

If there is full bus replacement

$$\text{EBM} = \text{EBMW} \times \text{FBRmiles}$$

If there is partial bus replacement

$$EBM = EBMW \times 0.5 \times PBR\text{miles} \times ITS$$

If there is no bus replacement (as set out in Annex B to this Part 3 of Schedule 4)

$$EBM = EBMW \times 0$$

where:

**EBMW** is the weighting applicable to the affected section of route, as set out in Annex B to this Part 3 of Schedule 4;

**FBRmiles** is the length of route, in miles, between the applicable pair of Viable Transfer Points over which train services are affected and for which full bus replacement is required as set out in Annex B to this Part 3 of Schedule 4;

**PBRmiles** is the length of route, in miles, between the applicable pair of Viable Transfer Points over which train services are affected and for which partial bus replacement is required as set out in Annex B to this Part 3 of Schedule 4;

**ITS** is 1 or the percentage of trains stopping at intermediate stations for those cases where  $EBMW = 50\%$ ; and

- (c) **TMC** is the cost or saving, expressed in pence per train mile and rounded to two decimal places, resulting from train mileage change, for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$TMC = TM \times TMPR$$

where:

TM is the change in train mileage; and

TMPR is the payment rate per train mile, as stipulated in Annex C to this Part 3 of Schedule 4."



## **5 Estimated bus miles change mechanism**

### **5.1 *Circumstances in which parties agree to amend Annex B***

Either party may by notice to the other propose that Annex B be amended in accordance with this paragraph 5.

### **5.2 *Procedure for amendments to Annex B***

- (a) The party who wishes to amend Annex B shall notify the other party of any such proposed change and the date from which it proposes that such change will have effect:
  - (i) where such change relates to a forthcoming timetable change, on or before the first day of the month which falls 6 months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and
  - (ii) in any other case prior to the date from which it proposes such change shall have effect.
- (b) Any notice under sub-paragraph 5.2(a) shall specify as far as possible that party's proposed amendments to Annex B. Promptly following the service of any such notice the parties shall endeavour to agree whether Annex B should be amended in accordance with this paragraph 5 and if so the amendments.
- (c) If the parties fail to reach agreement within 90 days after service of the relevant notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, the matter may be referred for resolution in accordance with the ADRR. In respect of any such dispute which is referred for resolution under the ADRR the parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum shall have regard to any relevant criteria and/or policy statement most recently issued by ORR.
- (d) Any amendment to Annex B shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this paragraph 5, the parties shall use all reasonable endeavours to ensure that ORR is furnished with such amendment and sufficient information and evidence as it shall require to determine whether or not to approve the amendment.
- (e) Any amendment to Annex B shall apply with effect from:
  - (i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 5.2 (a) (i) applies); or

- (ii) subject to paragraph 5.2 (d) the date proposed by the party requesting the change in accordance with paragraph 5.2 (a) (ii) (unless otherwise agreed by the parties or determined by the expert in relation to the change).

### 5.3 *Costs of implementing amendment*

The party proposing the amendment to Annex B shall (subject to any determination of an expert as to costs, where a matter is referred to that expert under paragraph 5.2(c)) pay 90 percent of costs incurred by or on behalf of the other party in assessing and implementing the amendments to Annex B, provided that those costs shall be the minimum reasonably necessary to assess and implement that amendment.

## 6 **RoU Direct Costs compensation for Type 2 Restrictions of Use**

### 6.1 *Compensation arrangements*

- (a) Following receipt of an RoU Claim Notice in respect of a Type 2 Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Direct Costs compensation to be paid by one party to the other in respect of such Type 2 Restriction of Use and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.
- (b) Once the compensation referred to in paragraph 6.1(a) has been agreed or determined (and has been compared against any amounts calculated under paragraph 4 together with any other amounts paid or due to the Train Operator from Network Rail in relation to such Restriction of Use) then, in the event of:
  - (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator shall be the full amount of the RoU Direct Costs actually incurred by the Train Operator less any amounts calculated under paragraph 4 which have already been paid or are due for such Restriction of Use and any other amounts in respect of any RoU Direct Costs received by the Train Operator from Network Rail in respect of such Restriction of Use; or
  - (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator which was calculated under paragraph 4 and the RoU Direct Costs actually incurred by the Train Operator in respect of such Restriction of Use.

- (c) Network Rail shall include in the statement provided by it in respect of each Period under paragraph 13.1(a) details of the compensation agreed or determined under this paragraph 6 and paragraph 10 to be payable in respect of any Type 2 Restriction of Use taken in that Period and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

## **7 RoU Liability compensation for Type 3 Restrictions of Use**

### **7.1 Compensation arrangements**

- (a) Following receipt of an RoU Claim Notice in respect of a Type 3 Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Liability compensation to be paid by one party to the other in respect of the Type 3 Restriction of Use and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.
- (b) Once the compensation referred to in paragraph 7.1(a) has been agreed or determined (and has been compared against the aggregate of any amounts calculated under paragraphs 3 and 4 together with any other amounts paid or due to the Train Operator from Network Rail in relation to such Restriction of Use) then, in the event of:
  - (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator shall be the full amount of the RoU Liability actually incurred by the Train Operator less any amounts calculated under paragraphs 3 and 4 which have already been paid or are due for such Restriction of Use and any other amounts received by the Train Operator from Network Rail in respect of such Restriction of Use; or
  - (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator which was calculated under paragraphs 3 and 4 and the RoU Liability actually incurred by the Train Operator in respect of such Restriction of Use.
- (c) Network Rail shall include in the statement provided by it in respect of each Period under paragraph 13.1(a) details of the compensation agreed or determined under this paragraph 7 and paragraph 10 to be payable in respect of any Type 3 Restriction of Use taken in that Period and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

## **8 Sustained Planned Disruption payments**

### **8.1 *Payment arrangements***

- (a) Following an agreement or determination that a Sustained Planned Disruption has occurred during an SPD Period, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Liability compensation to be paid by one party to the other in respect of the Restrictions of Use during the relevant SPD Period and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.
- (b) Once the compensation referred to in paragraph 8.1(a) has been agreed or determined (and has been compared against the aggregate of any amounts calculated under paragraphs 3 and 4 together with any other amounts paid or due to the Train Operator from Network Rail in respect of such Restriction of Use) then, in the event of:
  - (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator in respect of the Restrictions of Use during the relevant SPD Period shall be the full amount of the RoU Liability actually incurred by the Train Operator less any amounts calculated under paragraphs 3 and 4 which have already been paid or are due for Restrictions of Use during the relevant SPD Period and any other amounts received by the Train Operator from Network Rail in respect of such Restrictions of Use; or
  - (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator for Restrictions of Use during the relevant SPD Period and the RoU Liability actually incurred by the Train Operator during the same SPD Period.
- (c) Following any agreement or determination of an amount to be paid by one party to the other in respect of a Sustained Planned Disruption that amount shall (subject to the terms of any compensation arrangements agreed in writing between the parties) be due and payable by one party to the other in accordance with paragraph 13.1.

- (d) Where a Sustained Planned Disruption applies due to a circumstance which it is agreed or determined affects a part only of the Train Operator's services (including whether by reference to geographic location or Service Group), then in agreeing or determining the RoU Liability in respect of that SPD the RoU Liability in respect of the part of the Train Operator's services not affected by that circumstance shall (unless otherwise proven) be presumed to be equal to the payments made under paragraphs 3 and 4 of this Schedule 4 in respect of those other services.

## **9 Notification Factors**

### **9.1 *Early notification*** <sup>30th SA</sup>

The Notification Factor in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column C of Annex A to this Part 3 if and to the extent that:

- (a) the Network Rail Restriction of Use is reflected in the New Working Timetable; or
- (b)
- (i) details of the Network Rail Restriction of Use are notified to the Train Operator on or before D-26 for the Timetable Period in respect of the Restriction of Use Day but, at the request of the Train Operator (as accepted by Network Rail), are not reflected in the New Working Timetable; and
  - (ii) subject to paragraph 9.1(b)(iii), the Network Rail Restriction of Use is reflected in the Working Timetable as set out in the Performance Monitoring System at 22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or
  - (iii) where paragraph 9.1(b)(ii) does not apply because the Train Operator has failed to give Network Rail a revised Access Proposal in accordance with Condition D3.4.9 of the Network Code, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

## 9.2 *Notification by TW-22* <sup>30th SA</sup>

The NF in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column D of Annex A to this Part 3 if and to the extent that paragraph 9.1 does not apply, and:

- (a) details of the Network Rail Restriction of Use are notified to the Train Operator by TW -22; and
- (b)
  - (i) the Network Rail Restriction of Use is reflected in the Working Timetable as set out in the Performance Monitoring System at 22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or
  - (ii) where paragraph 9.2(b)(i) does not apply because the Train Operator has failed to give Network Rail a revised Access Proposal in accordance with Condition D3.4.9 of the Network Code, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

## 9.3 *Late Notification*

The NF in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column E of Annex A to this Part 3 if and to the extent paragraphs 9.1 and 9.2 do not apply but the Network Rail Restriction of Use is reflected in the Applicable Timetable, and includes where paragraph 9.1(b) or paragraph 9.2 would have been applicable but for a failure by Network Rail to fulfil the terms of paragraph 9.1(b)(ii) or paragraph 9.2(b)(i) respectively, notwithstanding the Train Operator having given a revised Access Proposal in accordance with Condition D3.4.9 of the Network Code.

## 10 **Dispute resolution**

If the Train Operator and Network Rail fail to reach agreement as required under paragraph 2.6 (c), 2.7 (c), 2.10 (g), 2.11, 6, 7 or 8 within 28 days following provision of the RoU Claim Notice, either party may refer the matter for resolution in accordance with the ADRR.

## **11 Schedule 8 application**

If and to the extent that a Network Rail Restriction of Use is not reflected in the Applicable Timetable for the Restriction of Use Day, the amount of compensation (if any) shall be calculated in accordance with Schedule 8 (to the exclusion of any compensation under this Schedule 4 except as provided in paragraph 2.12).

## **12 Restriction of Use Day and Corresponding Day**

### **12.1 Information provision**

In respect of any Restriction of Use Day for which compensation may be payable in a Period under paragraphs 3 and 4, Network Rail shall accurately record such information as it uses and as may properly and reasonably be required to make the calculations required under paragraphs 3 and 4 (including the determination of NF and the relevant version of the Working Timetable referred to in paragraph 9.1(b)(ii) or paragraph 9.2(b)(i)). Network Rail shall maintain that information until the compensation payable under paragraphs 3 and 4 in respect of that Period is finally agreed or determined and provide such information to the Train Operator at its reasonable request.

### **12.2 Corresponding Day**

- (a) If, for the purpose of identifying a Corresponding Day, no day is found under paragraph (a), (b) or (c) of the definition “Corresponding Day” and the parties have failed to reach agreement on the Corresponding Day by the date falling eight Weeks before the relevant Timetable Change Date then either party may require that the identification of the Corresponding Day be resolved as a dispute in accordance with the ADRR.
- (b) The parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum’s remit shall be to:
  - (i) reach a decision which is fair and reasonable; and
  - (ii) identify the day in either any version of the Working Timetable or any version of the New Working Timetable on or before D -26 in either case which has been produced in accordance with the Network Code as at the Restriction of Use Day and which most closely reflects the Services which would have been scheduled on the first day (as that term is used in the definition of Corresponding Day save that in respect of any Restriction of Use lasting more than two Timetable Periods, the first day may occur in any year preceding the Timetable Period) but for Restrictions of Use reflected in the New Working Timetable for the first day; or



- (iii) where a Corresponding Day cannot be identified in accordance with paragraph 12.2(b)(ii) above, determine a notional Corresponding Day. The relevant ADRR Forum may have regard, where appropriate, to any pattern of services which may reasonably be expected to be operated during the relevant period when the Restriction of Use is being taken in the event of the permanent absence of any Corresponding Day.

## **13 Payment procedures**

### **13.1 *Network Rail Restrictions of Use***

- (a) Within 14 days after the end of each Period, Network Rail shall provide to the Train Operator a statement (the “Day 42 Statement”) showing:
  - (i) all Network Rail Restrictions of Use taken during that Period;
  - (ii) any compensation calculated in accordance with paragraphs 3 and/or 4 payable by Network Rail in respect of the Network Rail Restrictions of Use identified; and
  - (iii) following any agreement or determination in the Period referred to in paragraph 13.1(a) of any RoU Losses in respect of a Type 2 Restriction of Use, a Type 3 Restriction of Use or a Sustained Planned Disruption (as applicable), any payment to be made by one party to the other,

in sufficient detail to enable the Train Operator to make an informed assessment thereof.
- (b) The aggregate liabilities of Network Rail and the Train Operator, in respect of any and all compensation for which either is liable to the other under this Part 3 and under Part 5 in respect of each Period shall, to the extent that such compensation is not under dispute, be set off against each other and the balance (if any) shall be payable by Network Rail or the Train Operator, as the case may be, within 35 days after the end of that Period.

### 13.2 *Disputes*

Within 10 days of receipt of a statement from Network Rail under paragraph 13.1, the Train Operator shall notify Network Rail of any aspects of the statement which it disputes, giving reasons for any dispute. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of the statement.

### 13.3 *Dispute resolution*

The procedure for resolving disputes notified under paragraph 13.2 shall be as follows:

- (a) within seven days of service of any notice under paragraph 13.2, the parties shall meet to discuss the disputed aspects of the statement with a view to resolving all disputes in good faith;
- (b) if, within seven days of that meeting (the “first meeting”), the parties are for any reason still unable to agree the disputed aspects of the statement, each party shall promptly (and in any event within seven days) prepare a written summary of the disputed aspects of the statement and the reasons for each such dispute and shall submit the summaries to the senior officer of each party;
- (c) within 28 days of the first meeting, the senior officers shall meet with a view to resolving all disputes;
- (d) if no resolution results within 14 days of that meeting, either party may refer the matter for resolution in accordance with the ADRR.

### 13.4 *Payments in the event of a dispute*

Where any amount under paragraph 13.1 is in dispute:

- (a) the undisputed amount shall be paid in accordance with paragraph 13.1;
- (b) the disputed amount shall be paid within 28 days after the dispute is resolved or determined to the extent that the amount in dispute is adjudged or resolved to be payable; and
- (c) the disputed amount shall carry interest (incurred daily and compounded monthly) at the Default Interest Rate from the date on which such amount would but for such dispute have been due to be paid until the date of payment.

## 14 **Indexation** <sup>30th SA</sup>

- 14.1 The formula applicable to this paragraph 14 is:

$$R_t = R_{t-1} \times \left( 1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}} \right)$$

where:

$R_t$  is the relevant value in the Relevant Year  $t$ ;

$R_{t-1}$  is the relevant value in the Relevant Year  $t-1$ ;

$CPI_{t-1}$  means the CPI published or determined with respect to the month of November in Relevant Year  $t-1$ ; and

$CPI_{t-2}$  means the CPI published or determined with respect to the month of November in Relevant Year  $t-2$ .

14.2 Each of the EBMPR and TMPR (respectively defined in paragraph 4.2) and Defined Service Group Revenues shall be adjusted in respect of Periods in Relevant Year  $t$  in accordance with the formula set out in paragraph 14.1 except that in relation to the Relevant Year commencing on 1 April 2019,  $R_t$  shall have the value specified in:

- (a) paragraph 4.2 in respect of the EBMPR, multiplied by the Initial Indexation Factor;
- (b) in Annex C to this Part 3 of Schedule 4 in respect of TMPR, multiplied by the Initial Indexation Factor;
- (c) in Annex D to this Part 3 of Schedule 4 in respect of the Defined Service Group Revenues, multiplied by the Initial Indexation Factor,

and in the next following Relevant Year  $R_{t-1}$  shall respectively have the same value.

14.3 Each of the SPD Cost Threshold No.1 and SPD Cost Threshold No.2 shall be adjusted in respect of Periods in Relevant Year  $t$  in accordance with the formula set out in paragraph 14.1 except that in relation to the Relevant Year commencing on 1 April 2019,  $R_t$  shall have the relevant value specified in the definition of “SPD Cost Threshold No.1”, multiplied by the Initial Indexation Factor; or “SPD Cost Threshold No. 2”, multiplied by the Initial Indexation Factor; as appropriate, set out in paragraph 1.1 of this Schedule 4 and in the next following Relevant Year  $R_{t-1}$  shall respectively have the same value.

• **Annex A to Part 3 of Schedule 4 – Notification Factors**<sup>30th</sup>  
SA

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	A	B	C	D	E
Service Group Description	Service Group Code	Type	By D-26	By TW-22	After TW-22
<b>Govia Thameslink Railway Limited</b>					
Thameslink North Outer (MML)	ET01	Off Peak	0.44	0.44	0.92
Thameslink North Outer (MML)	ET01	Peak	0.44	0.44	0.92
Thameslink Sussex Outer	ET02	Off Peak	0.44	0.44	0.92
Thameslink Sussex Outer	ET02	Peak	0.44	0.44	0.92
Thameslink South Metro	ET03	Off Peak	0.69	0.69	0.90
Thameslink South Metro	ET03	Peak	0.69	0.69	0.90
Great Northern Metro	ET04	Off Peak	0.69	0.69	0.90
Great Northern Metro	ET04	Peak	0.69	0.69	0.90
Great Northern Outer	ET05	Off Peak	0.44	0.44	0.92
Great Northern Outer	ET05	Peak	0.44	0.44	0.92
Southern Coastway	ET07	All Trains	0.44	0.44	0.92
Southern Outer	ET08	Off Peak	0.44	0.44	0.92
Southern Outer	ET08	Peak	0.44	0.44	0.92
Southern Metro	ET09	Off Peak	0.69	0.69	0.90
Southern Metro	ET09	Peak	0.69	0.69	0.90
Southern West London Line	ET10	Off Peak	0.44	0.44	0.92
Southern West London Line	ET10	Peak	0.44	0.44	0.92
Gatwick Express	ET11	Off Peak	0.31	0.31	0.90
Gatwick Express	ET11	Peak	0.31	0.31	0.90
Thameslink North Metro (MML)	ET12	Off Peak	0.69	0.69	0.90

	A	B	C	D	E
Service Group Description	Service Group Code	Type	By D-26	By TW-22	After TW-22
Thameslink North Metro (MML)	ET12	Peak	0.69	0.69	0.90
Thameslink Kent Outer	ET13	Off Peak	0.44	0.44	0.92
Thameslink Kent Outer	ET13	Peak	0.44	0.44	0.92

• **Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights** 20th SA

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Viabale Transfer Point (VTP)	Viabale Transfer Point (VTP)	Via	Operating Rules	Infrastructure Rules	S4CS REF	EBM Payment Response	S4 Processing Rules - APPLY RULE ON AN INDIVIDUAL TRAIN BASIS	Applicable Service Groups	% Applicable	Bus	Miles	No.Trains	MILEAGE RATE	
										From	To		EBM ESTIMATE	
LN3201 St Pancras International to Chesterfield (via Derby)														
Bedford (BDM)	Fitzwick (FLT)			Two tracks available - slows at BDM	ETTL01	No bus replacement - reduced train service operates over available lines.		NO BUS						
					ETTL02	Full bus replacement between VTPs	DO NOT USE IF ETTL04/06 HAS BEEN USED	ET01	100%	BDM	FLT	9.50		
Fitzwick (FLT)	Leagrave (LEA)			Two Tracks Available	ETTL03	No bus replacement - reduced train service operates over available lines.		NO BUS						
					ETTL04	Full bus replacement between Bedford & Leagrave	DO NOT USE IF ETTL06 HAS BEEN USED	ET01	100%	BDM	FLT	9.50		
								ET01	100%	FLT	LEA	7.50		
Leagrave (LEA)	Luton (LUT)			Two Tracks Available	ETTL05	No bus replacement - reduced train service operates over available lines.		NO BUS						
					ETTL06	Full bus replacement between Bedford & Luton		ET01	100%	BDM	FLT	9.50		
								ET01	100%	FLT	LEA	7.50		
								ET01	100%	LEA	LUT	2.50		
Luton (LUT)	St Albans (SAC)			Two Tracks Available	ETTL07	No bus replacement - reduced train service operates over available lines.		NO BUS						
					ETTL08	Full bus replacement between VTPs		ET01	100%	LUT	SAC	10.25		
								ET12	100%	LUT	SAC	10.25		
St Albans (SAC)	Mill Hill Broadway (MIL)			Two Tracks Available	ETTL09	No bus replacement - reduced train service operates over available lines.		NO BUS						
					ETTL10	Full bus replacement between St Albans & Kentish Town		ET01	100%	SAC	MIL	10.75		
								ET01	100%	MIL	HEN	2.25		
								ET01	100%	HEN	WHP	3.00		
								ET01	100%	WHP	KTN	2.50		
								ET12	100%	SAC	MIL	10.75		
								ET12	100%	MIL	HEN	2.25		
								ET12	100%	HEN	WHP	3.00		
								ET12	100%	WHP	KTN	2.50		
Mill Hill Broadway (MIL)	Hendon (HEN)			Two Tracks Available	ETTL11	No bus replacement - reduced train service operates over available lines.		NO BUS						
					ETTL12	Full bus replacement between Mill Hill & Kentish Town	DO NOT USE IF ETTL10 HAS BEEN USED	ET01	100%	MIL	HEN	2.25		
								ET01	100%	HEN	WHP	3.00		
								ET01	100%	WHP	KTN	2.50		
								ET12	100%	MIL	HEN	2.25		
								ET12	100%	HEN	WHP	3.00		
								ET12	100%	WHP	KTN	2.50		
Hendon (HEN)	West Hampstead Tlink (WHP)			Two Tracks Available	ETTL13	No bus replacement - reduced train service operates over available lines.		NO BUS						
					ETTL14	Full bus replacement between Hendon & Kentish Town	DO NOT USE IF ETTL10/12 HAS BEEN USED	ET01	100%	HEN	WHP	3.00		
								ET01	100%	WHP	KTN	2.50		
								ET12	100%	HEN	WHP	3.00		
								ET12	100%	WHP	KTN	2.50		
West Hampstead Tlink (WHP)	Kentish Town (KTN)			Moorgate or Slows Available	ETTL15	No bus replacement - reduced train service operates over available lines.		NO BUS						
				Moorgate or Slows Unavailable (Fast Available)	ETTL16	Partial Bus between West Hampstead & St Pancras (Calling at Kentish Town)	DO NOT USE IF ETTL10/12/14 HAS BEEN USED	ET01	50%	WHP	KTN	2.50		
								ET12	50%	WHP	KTN	2.50		
								ET01	100%	WHP	KTN	2.50		
								ET12	100%	WHP	KTN	2.50		
Kentish Town (KTN)	St Pancras International (STP)			Moorgate or Slows Available	ETTL18	No bus replacement - reduced train service operates over available lines.		NO BUS						
				Moorgate or Slows Unavailable (Fast Available)	ETTL19	Partial Bus between West Hampstead & St Pancras (Calling at Kentish Town)	DO NOT USE IF ETTL10/12/14 HAS BEEN USED	ET01	50%	WHP	KTN	2.50		
				LUL operating	ETTL20	Full bus replacement between West Hampstead and St Pancras	DO NOT USE IF ETTL10/12/14 HAS BEEN USED	ET12	50%	WHP	KTN	2.50		
				Moorgate or Slows Unavailable (Fast Available)	ETTL20	Full bus replacement between West Hampstead and St Pancras	DO NOT USE IF ETTL10/12/14 HAS BEEN USED	ET01	100%	WHP	KTN	2.50		
				LUL not operating				ET12	100%	WHP	KTN	2.50		
LN3213 Farringdon to Kentish Town Jn. & SO280 Farringdon to Heine Hill														
St Pancras International (STP)	Blackfriars (BFR)			LUL operating	ETTL21	No bus replacement		NO BUS						
				LUL not operating	ETTL22	Full bus replacement between VTPs		ET01	100%	STP	BFR	1.00		
								ET02	100%	STP	BFR	1.00		
								ET01	100%	STP	BFR	1.00		
								ET12	100%	STP	BFR	1.25		
								ET13	100%	STP	BFR	1.25		
St Pancras International (STP)	Finsbury Park (FPK)			LUL operating or diverted to KX	ETTL23	No bus replacement		NO BUS						
				LUL not operating & KX unavailable	ETTL24	Full bus replacement between VTPs		ET01	100%	STP	FPK	3.00		
								ET01	100%	STP	FPK	3.00		
								ET12	100%	STP	FPK	3.00		
Blackfriars (BFR)	East Croydon (ECK)			Not LBG Services	ETTL25	Full bus replacement between VTPs		ET02	100%	BFR	ECR	15.00		

SO 500 London Victoria to Brighton & SO 520 Three Bridges to Portsmouth Harbour											
East Croydon (ECR)	Redhill (RDH)			Quarry Lines blocked but route via Redhill/Slow Lines open	ETTL26	Partial bus replacement for stations between Redhill and Horley	ET02	50%	ECR	RDH	10.50
				Redhill/Slow lines Blocked but Quarry/Fast Lines open	ETTL27	Full bus replacement between Purley and Horley	ET02	100%	ECR	RDH	10.50
				Full Block	ETTL28	Full bus replacement between VTPS	ET02	100%	ECR	RDH	10.50
							ET02	50%	RDH	TBD	8.50
Redhill (RDH)	Three Bridges (TBD)			Quarry Lines blocked but route via Redhill/Slow Lines open	ETTL29	Partial bus replacement for stations between Redhill and Horley	ET02	100%	RDH	TBD	8.50
				Redhill/Slow lines Blocked but Quarry/Fast Lines open	ETTL30	Full bus replacement between Purley and Horley	ET02	100%	RDH	TBD	8.50
				Full Block	ETTL31	Full bus replacement between VTPS	ET02	100%	RDH	TBD	8.50
							ET02	50%	TBD	BTN	21.50
Three Bridges (TBD)	Brighton (BTN)			Able to divert via Lewes	ETTL32	Partial bus replacement between VTPS	ET02	100%	TBD	BTN	21.50
				Unable to divert via Lewes	ETTL33	Full bus replacement between VTPS	ET02	100%	TBD	CRW	1.50
Three Bridges (TBD)	Crawley (CRW)				ETTL34	Full bus replacement between VTPS	ET02	100%	CRW	HRH	7.50
Crawley (CRW)	Horsham (HRH)				ETTL35	Full bus replacement between VTPS					
SO 630 Brighton to Littlehampton											
Brighton (BTN)	Hove (HOV)				ETTL36	Full bus replacement between VTPS	ET02	100%	HOV	BTN	1.50
Hove (HOV)	Worthing (WRH)				ETTL37	Full bus replacement between VTPS	ET02	100%	BTN	HOV	1.50
Worthing (WRH)	Angmering (ANG)				ETTL38	Full bus replacement between VTPS	ET02	100%	ANG	WRH	5.00
Angmering (ANG)	Littlehampton (LIT)				ETTL39	Full bus replacement between VTPS	ET02	100%	LIT	ANG	6.00
SO 280 Farringdon to Heme Hill, SO 680 South Bermondsey to Horsham, SO 700 Streatham South Junction to Sutton (via Wimbledon)											
Blackfriars (BFR)	Sutton (SUO)	Services to Sutton via Mitcham Junction		Able to divert via West Croydon	ETTL40	Partial bus between VTPs, Trains to run between Wimbledon and Sutton and restart at Blackfriars to the North	ET03	50%	SUO	BFR	13.00
				Unable to divert via West Croydon	ETTL41	Full bus replacement between VTPS	ET03	100%	SUO	BFR	13.00
Blackfriars (BFR)	Wimbledon (WIM)	Services to Wimbledon via Tooting			ETTL42	Full bus replacement between VTPS	ET03	100%	WIM	BFR	10.50
Sutton (SUO)	Wimbledon (WIM)	Via West Sutton			ETTL43	Full bus replacement between VTPS	ET03	100%	SUO	WIM	5.50
SO 110 Ramsgate to London Victoria & SO 140 Ashford International to Swanley and Sevenoaks											
Bromley South (BMS)	Bickley (BKL)				ETTL44	Full bus replacement between VTPS	ET03	100%	BMS	BKL	1.00
							ET13	100%	BMS	BKL	1.00
Bickley (BKL)	St Mary Cray (SMY)				ETTL45	Full bus replacement between VTPS	ET03	100%	BKL	SMY	2.25
							ET13	100%	BKL	SMY	2.25
St Mary Cray (SMY)	Swanley (SAV)				ETTL46	Full bus replacement between VTPS	ET03	100%	SMY	SAY	2.75
							ET13	100%	SMY	SAY	2.75
Swanley (SAV)	Otford (OTF)				ETTL47	Full bus replacement between VTPS	ET03	100%	SAV	OTF	6.50
							ET13	100%	SAV	OTF	6.50
Otford (OTF)	Sevenoaks (SEV)				ETTL48	Full bus replacement between VTPS	ET03	100%	OTF	SEV	3.00
Bickley (BKL)	Orpington (ORP)				ETTL49	Full bus replacement between VTPS	ET03	100%	BKL	ORP	4.00
Blackfriars (BFR)	Denmark Hill (DMK)				ETTL50	Partial bus replacement between VTPS	ET03	50%	BFR	DMK	3.75
							ET13	50%	BFR	DMK	3.75
Denmark Hill (DMK)	Nunhead (NHD)				ETTL51	Full bus replacement between VTPS	ET03	100%	DMK	NHD	1.50
							ET13	100%	DMK	NHD	1.50
Nunhead (NHD)	Bromley South (BMS)				ETTL52	Full bus replacement between VTPS	ET03	100%	NHD	BMS	6.25
							ET13	100%	NHD	BMS	6.25
Otford (OTF)	Borough Green & Wrotham (BRG)				ETTL53	Full bus replacement between VTPS	ET13	100%	OTF	BRG	5.50
Borough Green & Wrotham (BRG)	Maidstone East (MDE)				ETTL54	Full bus replacement between VTPS	ET13	100%	BRG	MDE	10.50
Maidstone East (MDE)	Ashford International (AFK)				ETTL55	Full bus replacement between VTPS	ET13	100%	MDE	AFK	19.25

SO 130 Charing Cross/Cannon Street to Dover Priory, SO 290 North Kent East Jn to Dartford Jn (via Greenwich), SO 310 Hither Green to Maidstone West (via Dartford) & SO 110 Victoria to Ramsgate (via Heme Hill and Chatham)																			
London Bridge (LBG)	Charlton (CTN)				ETTL56	Full bus replacement between VTPS		ET13	100%	LBG	CTN	7.25							
Charlton (CTN)	Plumstead (PLU)				ETTL57	Full bus replacement between VTPS		ET13	100%	CTN	PLU	2.25							
Plumstead (PLU)	Slade Green (SGR)				ETTL58	Full bus replacement between VTPS		ET13	100%	PLU	SGR	5.50							
Slade Green (SGR)	Dartford (DFD)				ETTL59	Full bus replacement between VTPS		ET13	100%	SGR	DFD	2.00							
Dartford (DFD)	Gravesend (GRV)				ETTL60	Full bus replacement between VTPS		ET13	100%	DFD	GRV	6.75							
Gravesend (GRV)	Strood (SOO)				ETTL61	Full bus replacement between VTPS		ET13	100%	GRV	SOO	7.25							
Strood (SOO)	Rochester (RTR)				ETTL62	Full bus replacement between VTPS		ET13	100%	SOO	RTR	1.00							
Rochester (RTR)	Gillingham (GLM)				ETTL63	Full bus replacement between VTPS		ET13	100%	RTR	GLM	2.25							
Gillingham (GLM)	Rainham (RAI)				ETTL64	Full bus replacement between VTPS		ET13	100%	GLM	RAI	3.00							
SO 140 - Charing Cross/Cannon Street, SO 141 London Bridge to Farningham																			
London Bridge (LBG)	East Croydon (ECR)			LUL or SN running LBR-ECR operating	ETTL65	No bus replacement													
				No Alternative services	ETTL66	Full bus replacement between VTPS		ET02	100%	LBG	ECR	10.75							
SO 280 Farningham to Heme Hill																			
London Bridge (LBG)	Blackfriars (BFR)		Access to Blackfriars from East Croydon via Elephant & Castle.	LUL operating	ETTL67	No bus replacement		NO BUS											
				LUL not operating	ETTL68	Partial bus LBG-BFR - Divert via E&C		DO NOT USE IF ET0045/46/47/50 HAS BEEN USED	ET02	50%	BFR	LBG	0.75						
				No Access to Blackfriars from East Croydon via				ETTL69	Full bus replacement between VTPS		DO NOT USE IF ET0045/46/47/49 HAS BEEN USED	ET02	50%	BFR	LBG	0.75			
SO 500 London Victoria to Brighton, SO 530 South Croydon to East Grinstead																			
East Croydon (ECR)	Sanderstead (SNR)				ETTL70	Full bus replacement between VTPS		ET02	100%	ECR	SNR	2.00							
Sanderstead (SNR)	Oxted (OXT)				ETTL71	Full bus replacement between VTPS		ET02	100%	SNR	OXT	8.00							
Oxted (OXT)	East Grinstead (EGR)				ETTL72	Full bus replacement between VTPS		ET02	100%	OCT	EGR	9.75							



Viable Transfer Point (VTP)	Viable Transfer Point (VTP)	Infrastructure Rules	Operating Rules	Via	S4CS Code	EBM Payment Response	S4 Processing Rules - APPLY RULE ON AN INDIVIDUAL TRAIN BASIS	Applicable Service Groups	% Applicable	Bus Replacement			MILEAGE RATE
								From	To	Miles	No.Trains	EBM ESTIMATE	
Peterborough (PBO)	Huntingdon (HUN)	Some tracks available, including single line working.	GTR able to operate		ETG001	LN101 London Kings Cross to Loversall Carr Jn		NO BUS					
		Two tracks available, fast lines only at Huntingdon			ETG002	Reduced train services operates over available lines.		ET05	100%	PBO	HUN	17.50	
						Reduced trains operates over available lines. Partial bus replacement Peterborough to St Neots		ET05	100%	HUN	SNO	7.25	
		Some tracks available, including single line working.	East Coast pass tickets and carry PBO		ETG003	67% of trains transfer to East Coast PBO to HUN. 33% if trains replacement PBO to HUN. Trains restart at Huntingdon		ET05	33%	PBO	HUN	17.50	
		Full Blockage			ETG004	Bus Replacement Peterborough to Huntingdon, trains restart at Huntingdon.		ET05	100%	PBO	HUN	17.50	
Huntingdon (HUN)	St Neots (SNO)	Two slow tracks available			ETG005	Reduced train services operates over available lines		NO BUS					
		Two tracks available, fast lines only at Huntingdon			ETG006	Reduced train services operates over available lines. Partial bus replacement Peterborough to St Neots		ET05	100%	PBO	HUN	17.50	
						Reduced train services operates over available lines. Partial bus replacement St Neots to Biggleswade		ET05	100%	HUN	SNO	7.25	
		Two tracks available, fast lines only at Sandy			ETG007	Reduced train services operates over available lines. Partial bus replacement St Neots to Biggleswade		ET05	100%	SNO	BIW	10.50	
		Two tracks available, fast lines only at Huntingdon & Sandy			ETG008	Reduced train service operates over available lines. Partial bus replacement Peterborough to St Neots		ET05	100%	PBO	HUN	17.50	
St Neots (SNO)	Biggleswade (BIW)	Two slow tracks available			ETG010	No bus replacement		NO BUS					
		Two tracks available, fast lines only at Sandy			ETG011	Reduced train service operates over available lines. Partial bus replacement St Neots to Biggleswade		ET05	100%	SNO	BIW	10.50	
		Full blockage			ETG012	Full bus replacement between VTPs		ET05	100%	SNO	BIW	10.50	
Biggleswade (BIW)	Hitchin (HIT)	Two slow tracks available			ETG013	No bus replacement		NO BUS					
		Full Blockage			ETG014	Full bus replacement between VTPs		ET05	100%	BIW	HIT	9.25	
		Slow lines at Arlesey and Hitchin blocked			ETG015	Partial bus replacement Biggleswade to Stevenage		ET05	50%	HIT	SVG	4.25	
								ET05	50%	BIW	HIT	9.25	
		Slow lines at Arlesey blocked but available at Hitchin			ETG016	Reduced train service operates over available lines. Partial bus replacement Biggleswade to Hitchin to		ET05	50%	BIW	HIT	9.25	
EA 1162 Ely North to Kings Lynn													
Kings Lynn (KLN)	Downham Market (DOW)				ETG017	Full bus replacement between VTPs		ET05	100%	KLN	DOW	10.75	
Downham Market (DOW)	Ely (ELY)				ETG018	Full bus replacement between VTPs		ET05	100%	DOW	ELY	15.75	
EA 1161 Bishops Stortford to Ely													
Ely (ELY)	Cambridge (CAM)				ETG019	Full bus replacement between VTPs		ET05	100%	ELY	CAM	14.75	
EA 1230 Royston to Sharnbrook Branch Junction													
Cambridge (CAM)	Royston (ROY)		Full cancellation of Greater Anglia Cambridge to London services		ETG020	Full bus replacement between VTPs		ET05	100%	CAM	ROY	14.75	
					ETG021	Partial buses between VTPs		ET05	50%	CAM	ROY	14.75	
LN 125 Hitchin Cambridge Jcn to Royston (inclusive)													
Royston (ROY)	Letchworth Garden City (LET)		Full cancellation of Greater Anglia Cambridge to London services		ETG022	Full bus replacement between VTPs		ET04	100%	ROY	LET	10.25	
								ET05	100%	ROY	LET	10.25	
					ETG023	Partial buses between VTPs		ET05	50%	ROY	LET	10.25	
Letchworth Garden City (LET)	Hitchin (HIT)		Full cancellation of Greater Anglia Cambridge to London services		ETG024	Full bus replacement between VTPs		ET04	100%	LET	HIT	3.00	
								ET05	100%	LET	HIT	3.00	
					ETG025	Partial buses between VTPs		ET04	50%	LET	HIT	3.00	

Two slow tracks available

New Barnet (NBA)		Alexandra Palace (AAP)				Full Block with access to Hertford Loop							
						Full Block, No access to Hertford Loop							
Stevenage (SVG)							Diversion available via ECML.						
		Watton-on-Stone (WAS)											
Watton-on-Stone (WAS)							Diversion available via ECML.						
		Hertford North (HFN)											
						Diversion available via ECML.							

Hertford North  
(HFN)

Cuffley  
(CUF)

Cuffley (CLF)	Gordon Hill (GDH)	Diversion available via ECML			ET0262	ET04Bus replacement Stevenage to Gordon Hill. ET05 Divert via WGC, partial bus SVG to AAP.		ET04	100%	SVG	WAS	5.00		
								ET04	100%	WAS	HNH	4.25		
								ET04	100%	HNH	CLF	6.50		
								ET04	100%	CLF	GDH	3.25		
								ET05	50%	SVG	WAS	5.00		
							ET05	50%	WAS	HNH	4.25			
							ET05	50%	HNH	CLF	6.50			
							ET05	50%	CLF	GDH	3.25			
							ET04	100%	SVG	WAS	5.00			
							ET04	100%	WAS	HNH	4.25			
Gordon Hill (GDH)	Alexandra Palace (AAP)	Diversion available via ECML			ET0263	Bus replacement Stevenage to Gordon Hill		ET04	100%	HNH	CLF	6.50		
								ET04	100%	CLF	GDH	3.25		
								ET04	100%	GDH	AAP	5.00		
								ET05	50%	GDH	AAP	5.00		
								ET05	100%	HNH	CLF	6.50		
							ET05	100%	CLF	GDH	3.25			
							ET04	100%	WAS	WAS	5.00			
							ET05	50%	WAS	HNH	4.25			
							ET05	100%	HNH	CLF	6.50			
							ET05	100%	CLF	GDH	3.25			
Alexandra Palace (AAP)	Finsbury Park (FPK)	Slow lines blocked			ET0266	No bus replacement		NO BUS						
			LUL operating		ET0267	Full bus replacement between VTPS (for Haringay and Hornsey)		ET04	100%	AAP	FPK	2.50		
		Full Block	LUL not operating	Kings Cross Trains	ET0268	Full bus replacement between AAP-KGX		ET05	100%	AAP	FPK	2.50		
								ET04	100%	AAP	FPK	2.50		
								ET04	100%	FPK	KGX	2.50		
								ET05	100%	AAP	FPK	2.50		
								ET05	100%	FPK	KGX	2.50		
			Moorgate Trains	ET0269	Full bus replacement between AAP-MOG		ET04	100%	AAP	FPK	2.50			
								ET04	100%	FPK	MOG	3.50		
		Finsbury Park (FPK)	Kings Cross (KX)	Two tracks available			ET0260	No bus replacement		NO BUS				
								NO BUS						
Full block	LUL operating				ET0261	No bus replacement		ET04	100%	FPK	KGX	2.50		
								ET05	100%	FPK	KGX	2.50		
	LUL not operating				ET0262	Full bus replacement between VTPS								
Finsbury Park (FPK)	Moorgate (MOG)	LUL operating	LUL operating		ET0263	No bus replacement		NO BUS						
								ET04	100%	FPK	MOG	3.50		
		LUL not operating	LUL not operating		ET0264	Full bus replacement between VTPS								
Finsbury Park (FPK)	St Pancras International (STP)	LUL operating or diverted to KX	LUL operating or diverted to KX		ET0265	No bus replacement		NO BUS						
								ET04	100%	STP	FPK	3.00		
		LUL not operating & KX unavailable	LUL not operating & KX unavailable		ET0266	Full bus replacement between VTPS		ET05	100%	STP	FPK	3.00		

Vehicle Transfer Price (VTP)	Vehicle Transfer Price (VTP)	Via	Operating Policy	Infrastructure Policy	BACD Code	EMR Payment Regime	MR Processing Policy (APPLICABLE TO AN INDIVIDUAL TRAM RAIL)	Available Service Groups	% Availability	Bus Replacement						
										From	To	Value				
MT 001 Wilson Highway to Whitford Av. 300 000 Network Junction to Clapham Jct. 30 000 Clapham Jct to Redfern																
Wilson Highway Central (001)	Network Central (001)		Central North Western corridor operating		01000	No bus replacement between - see other services		No bus replacement								
			Central North Western corridor not operating		01000	Full bus replacement between 10%	0100	000%	000	000	0100					
Network Central (001)	Network Central (001)		Central North Western corridor operating		01000	No bus replacement between VTP1 - Network Central		No bus replacement								
			Central North Western corridor not operating		01000	Full bus replacement between 10%	0100	000%	000	000	0100					
Network Central (001)	Clapham Central (010)		None		01000	No bus replacement between VTP1 & the other services		No bus replacement								
Clapham Central (010)	Redfern (040)			010 - Available	01000	No bus replacement between - see other services		No bus replacement								
				010 - NOT Available	01000	Central Services - Full bus replacement between - Redfern	No 01000 Clapham to 01000	0100	000%	000	000	0100				
						No bus replacement between VTP1 - Network Central		0100	000%	000	000	0100				
						Full bus replacement between 10%		0100	000%	000	000	0100				
MT 002 Wilson Highway to Whitford Av. 300 000 Network Junction to Clapham Jct. 30 000 Clapham Jct to Redfern																
Wilson Central (041)	Redfern (040)			010 - Available	01000	No bus replacement between - see other services		No bus replacement								
				010 - NOT Available	01000	Full bus replacement between 10%	No 01000 Clapham to 01000	0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
Redfern (040)	Network Central (010)			If Network Central service available	01000	Full bus replacement between 10%		0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
Network Central (040)	Redfern (040)				01000	Full bus replacement between Redfern and Network Central		0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
Network Central (040)	Redfern (040)				01000	Full bus replacement between Redfern and Network Central		0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
Network Central (040)	Redfern (040)				01000	Full bus replacement between 10%		0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
Redfern (040)	Redfern (040)		Only apply to Network Central if all other of the services also available		01000	Full bus replacement between 10%		0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
								0100	000%	000	000	0100				
		Directed to East Suburban	Trains directed to East Suburban	Full replacement bus services between East Suburban and Network	01000	Full bus replacement of routes between East Suburban and Network	Directed only if 01000 is 01000	0100	000%	000	000	0100				
Redfern (040)	Network Central (010)	Stopping Services only (Tramlines only, no Redfern/Blue Line)	Stopping/Tramline Trains	Trains directed between Redfern / Network - Policy	01000	Full bus replacement Network Policy		0100	000%	000	000	0100				
								0100	000%	000	000	0100				
				Stopping/Redfern Trains	Trains directed between Redfern / Network - Policy	01000	Full bus replacement Network Redfern		0100	000%	000	000	0100			
								0100	000%	000	000	0100				
				Redfern/Network Trains	Trains directed between Redfern / Network - Policy	01000	Full bus replacement Network Policy		0100	000%	000	000	0100			
								0100	000%	000	000	0100				
				All	Tramlines/Tramlines available	01000	Full bus replacement between 10%		0100	000%	000	000	0100			
									0100	000%	000	000	0100			
				East Suburban	Only apply to Network Central if all other of the services also available	01000	Full bus replacement between Network Policy		0100	000%	000	000	0100			
									0100	000%	000	000	0100			
				Directed to East Suburban	Trains directed to East Suburban	Full replacement bus services between East Suburban and Network	01000	Full bus replacement of routes between East Suburban and Network	Directed only if 01000 is 01000	0100	000%	000	000	0100		
		Network Central (040)	Redfern (040)	Stopping Services only (Tramlines only, no Redfern/Blue Line)			01000	Full bus replacement between 10%		0100	000%	000	000	0100		
									0100	000%	000	000	0100			
	East Suburban				Only apply to Network Central if all other of the services also available	01000	Full bus replacement between Network Policy		0100	000%	000	000	0100			
									0100	000%	000	000	0100			
				Directed to East Suburban	Trains directed to East Suburban	Full replacement bus services between East Suburban and Network	01000	Full bus replacement of routes between East Suburban and Network	Directed only if 01000 is 01000	0100	000%	000	000	0100		
Redfern (040)	Redfern (040)						01000	Full bus replacement between 10%		0100	000%	000	000	0100		
										0100	000%	000	000	0100		
					East Suburban	Only apply to Network Central if all other of the services also available	01000	Full bus replacement between Network Policy		0100	000%	000	000	0100		
										0100	000%	000	000	0100		
						Directed to East Suburban	Trains directed to East Suburban	Full replacement bus services between East Suburban and Network	01000	Full bus replacement of routes between East Suburban and Network	Directed only if 01000 is 01000	0100	000%	000	000	0100
											0100	000%	000	000	0100	
											0100	000%	000	000	0100	
									0100	000%	000	000	0100			
									0100	000%	000	000	0100			
									0100	000%	000	000	0100			
									0100	000%	000	000	0100			

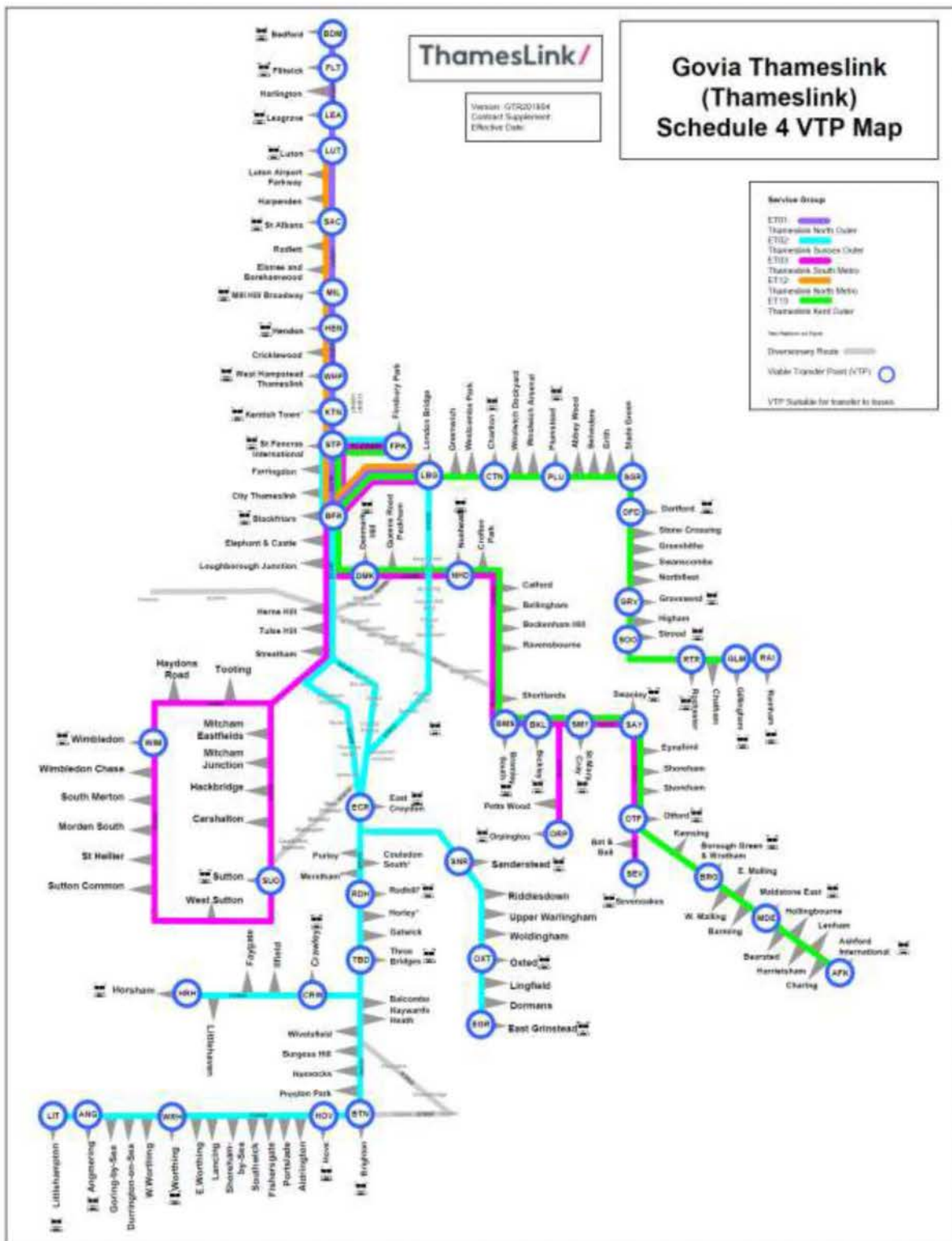
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# Govia Thameslink (Great Northern) Schedule 4 VTP Map

**Great Northern**

Version: GTR201804  
Contract Supplement:  
Effective Date:

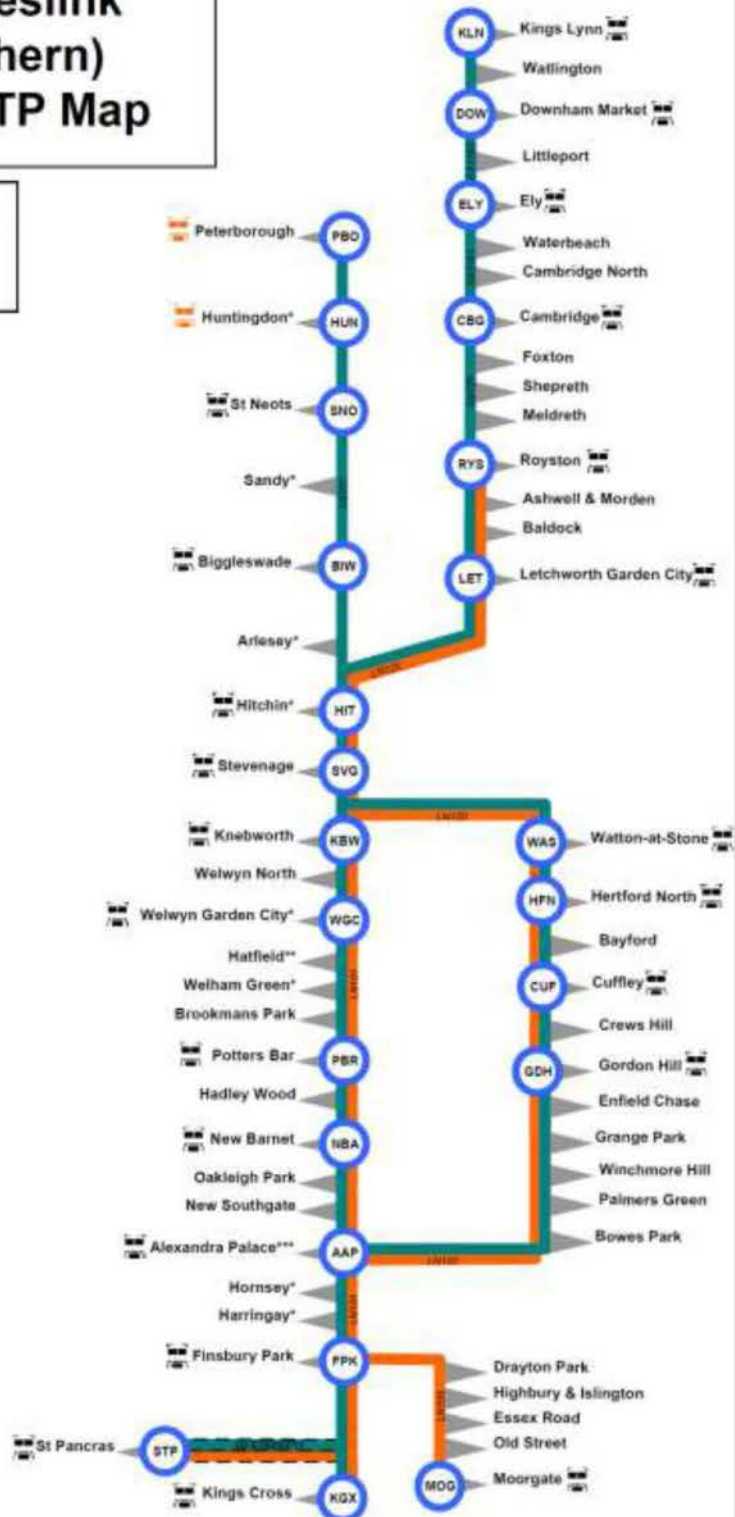
## Service Group

ET04:   
Great Northern Inners  
ET05:   
Great Northern Outers

Viable Transfer Point (VTP) 

VTP Suitable for transfer to buses

\* No Platforms on Fast Lines  
\*\* No Platforms on Up Fast  
\*\*\* No Platforms on Down Fast





• **Annex C to Part 3 of Schedule 4 – Payment Rate per train mile** 30th SA

<b>Service Group</b>	<b>Description</b>	<b>Compensation Rate</b>	<b>Total Train Cost per Mile (Pence)</b>
ET01	TL Main Line North (Off Peak)	LSE	[Redacted]
ET01	TL Main Line North (Peak)	LSE	[Redacted]
ET02	TL Main Line South (Off Peak)	LSE	[Redacted]
ET02	TL Main Line South (Peak)	LSE	[Redacted]
ET03	TL S London (Off Peak)	LSE	[Redacted]
ET03	TL S London (Peak)	LSE	[Redacted]
ET04	Moorgate/KingsX - Welwyn Garden City (Off Peak)	LSE	[Redacted]
ET04	Moorgate/KingsX - Welwyn Garden City (Peak)	LSE	[Redacted]
ET05	KingsX-Cambridge/Ely/Kings Lynn (Off Peak)	LSE	[Redacted]
ET05	KingsX-Cambridge/Ely/Kings Lynn (Peak)	LSE	[Redacted]
ET07	East Coastway Local	LSE	[Redacted]
ET08	London -Tonbridge/Horsham/Reigate (Off Peak)	LSE	[Redacted]
ET08	London -Tonbridge/Horsham/Reigate (Peak)	LSE	[Redacted]
ET09	Victoria-S.London Metro Via St'm Hill (Off Peak)	LSE	[Redacted]
ET09	Victoria-S.London Metro Via Streatham Hill (Peak)	LSE	[Redacted]
ET10	Southern West London Line (Off Peak)	LSE	[Redacted]
ET10	Southern West London Line (Peak)	LSE	[Redacted]
ET11	Gatwick Express (Off Peak)	LSE	[Redacted]

ET11	Gatwick Express (Peak)	LSE	[Redacted]
ET12	TL North Metro (Off Peak)	LSE	[Redacted]
ET12	TL North Metro (Peak)	LSE	[Redacted]
ET13	TL Kent Outer (Off Peak)	LSE	[Redacted]
ET13	TL Kent Outer (Peak)	LSE	[Redacted]

•

**Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue** 30th SA

<b>Service Group</b>	<b>Description</b>	<b>Defined Service Group Revenue</b>
ET01	Thameslink North Outer (MML) (Off-Peak)	[Redacted]
ET01	Thameslink North Outer (MML) (Peak)	[Redacted]
ET02	Thameslink Sussex Outer (Off-Peak)	[Redacted]
ET02	Thameslink Sussex Outer (Peak)	[Redacted]
ET03	Thameslink South Metro (Off-Peak)	[Redacted]
ET03	Thameslink South Metro (Peak)	[Redacted]
ET04	Great Northern Metro (Off-Peak)	[Redacted]
ET04	Great Northern Metro (Peak)	[Redacted]
ET05	Great Northern Outer (Off-Peak)	[Redacted]
ET05	Great Northern Outer (Peak)	[Redacted]
ET07	Southern Coastway (All Trains)	[Redacted]
ET08	Southern Outer (Off-Peak)	[Redacted]
ET08	Southern Outer (Peak)	[Redacted]
ET09	Southern Metro (Off-Peak)	[Redacted]
ET09	Southern Metro (Peak)	[Redacted]
ET10	Southern West London line (Off-Peak)	[Redacted]
ET10	Southern West London line (Peak)	[Redacted]
ET11	Gatwick Express (Off-Peak)	[Redacted]
ET11	Gatwick Express (Peak)	[Redacted]
ET12	Thameslink North Metro (MML) (Off-Peak)	[Redacted]
ET12	Thameslink North Metro (MML) (Peak)	[Redacted]
ET13	Thameslink Kent Outer (Off-Peak)	[Redacted]
ET13	Thameslink Kent Outer (Peak)	[Redacted]

- **PART 4: NOT USED**

**PART 5: ACCESS CHARGE SUPPLEMENT FOR RESTRICTIONS OF USE**

- 1 The Train Operator shall pay or procure the payment to Network Rail of an Access Charge Supplement for Restrictions of Use (ACSRU) in respect of each Period equal to 1/13 of the amount specified below (as indexed in accordance with paragraph 2) in respect of the Relevant Year commencing 1 April in which the first day of the relevant Period falls:

Year	£
2019-2020	52,931,316
2020-2021	41,681,933
2021-2022	39,344,242
2022-2023	31,320,210
2023-2024	29,718,526

Each such payment shall be made within 35 days after the end of the relevant Period.

2. Each such amount specified in paragraph **Error! Reference source not found.** shall be adjusted in respect of payments made relating to Periods in the Relevant Year t in accordance with the following formula:

$$ACSRU_{pt} = ACSRU_t \times \left( 1 + \frac{(CPI_{t-1} - CPI_{2018})}{CPI_{2018}} \right) \times \text{Initial Indexation Factor}$$

where:

$ACSRU_{pt}$  is the actual amount, expressed in pounds sterling and rounded to zero decimal places, payable in the Relevant Year t;

ACSRU<sub>t</sub> is the relevant amount specified in paragraph **Error! Reference source not found.** of this Part 5 for the Relevant Year t (before indexation);

CPI<sub>t-1</sub> has the meaning set out in paragraph 14.1 of Part 3 of this Schedule 4; and

CPI<sub>2018</sub> means the CPI published or determined with respect to the month of November 2018,

but so that in relation to the Relevant Year commencing on 1 April 2019, ACSRU<sub>t</sub> shall have the relevant value specified in the relevant column of the table in paragraph 1.



- **SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT**

## 1 Definitions

1.1 In this Schedule unless the context otherwise requires:

<b>“Calling Pattern”</b>	means a list of stations related to one or more Passenger Train Slots, at which stops are to be Scheduled in the Working Timetable;
<b>“Clockface Departures”</b>	means, in respect of any Service, a pattern whereby departures from the point of origin of that Service, or any specified intermediate point, are fixed at the same number or numbers of minutes past each hour;
<b>“Contingent Right”</b>	means a right under this Schedule 5 which is not a Firm Right and which is subject to the fulfilment of all competing Exercised Firm Rights and any additional contingency specified in this Schedule 5;
<b>“Day”</b>	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;
<b>“Exercised”</b>	has the meaning ascribed to it in Part D of the Network Code;
<b>“Firm Right”</b>	has the meaning ascribed to it in Part D of the Network Code;
<b>“Journey Time”</b>	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;
<b>“Journey Time Review Notice”</b>	has the meaning ascribed to it in paragraph 7.5;
<b>“Maximum Journey Time”</b>	means, in respect of a Passenger Train Slot, the corresponding Maximum Journey Time, if any, set out in column 4 of Table 6.1;
<b>“Modification Notice”</b>	has the meaning ascribed to it in paragraph 7.10;
<b>“Network Change”</b>	has the meaning ascribed to it in Part G of the Network Code;

- **“Off-Peak Services”** means Services Scheduled on any part of a Weekday which are not “Peak Services”, and “Off-Peak” shall be construed accordingly;
- “Passenger Train Slot”** means a Train Slot intended by the Train Operator to be used for the provision of a Service;
- “Public Holiday”** means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;
- “Reduced Regular Calling Pattern”** has the meaning ascribed to it in paragraph 4.1;
- “Regular Calling Pattern”** has the meaning ascribed to it in paragraph 4.1;
- “Scheduled”** means, in relation to the quantum, timing or any other characteristic of a train movement, that quantum, timing or other characteristic as included in the applicable Working Timetable;
- **“Service Group”** means any one or more (as the context may require) of the service groups described in this Schedule;
- “Timetable Period”** means the period of time between (and including) one Timetable Change Date and (but excluding) the immediately succeeding Timetable Change Date;
- “Timing Load”** means, in relation to a Service, the timing reference code as defined from time to time in the Working Timetable;
- **“Train Service Code” or “TSC”** means the eight character code applied in the Performance Monitoring System and used to identify Services;
- “Weekday”** means any day (including, except for the purposes of paragraphs 6 and 7, a Public Holiday) which is not a Saturday or Sunday; and
- “xx20”** means, as an example of this notation, 20 minutes past the hour.

- 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 Passenger Train Slot may not be Scheduled to arrive at its end point until the immediately succeeding Day.

## 2 Passenger Train Slots <sup>28th SA</sup>

Table 2.1: Passenger Train Slots

1						2					
Service Group: ET01											
Service description: Thameslink North Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
St Pancras International	Bedford		1.1	22720000	700	0	0	26 <sup>9</sup>	26 <sup>9</sup>	41 <sup>9</sup>	56 <sup>9</sup>
St Pancras International	Bedford		1.2	22720000	700	0	0	10 <sup>10</sup>	10 <sup>10</sup>	9 <sup>10</sup>	11 <sup>10</sup>
St Pancras International	Bedford		1.3	22720000	700	0	12 <sup>11</sup>	30 <sup>11</sup>	42 <sup>11</sup>	31 <sup>11</sup>	1
St Pancras International	Bedford		1.4	22720000	700	0	9 <sup>12</sup>	8 <sup>12</sup>	17 <sup>12</sup>	0	0
St Pancras International	Bedford		1.5	22720000	700	0	0	2 <sup>13</sup>	2 <sup>13</sup>	0	0
Bedford	St Pancras		1.6	22720000	700	0	0	0	0	0	6
Bedford	Blackfriars		1.7	22720000	700	1 <sup>14</sup>	0	32 <sup>14</sup>	33 <sup>14</sup>	37 <sup>14</sup>	56 <sup>14</sup>

1						2					
Service Group: ET01											
Service description: Thameslink North Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Bedford	Blackfriars		1.8	22720000	700	0	0	2 <sup>14</sup>	2 <sup>14</sup>	4 <sup>14</sup>	3 <sup>14</sup>
Bedford	Blackfriars		1.9	22720000	700	9 <sup>15</sup>	0	30 <sup>15</sup>	39 <sup>15</sup>	33 <sup>15</sup>	0
Bedford	Blackfriars		1.10	22720000	700	6 <sup>16</sup>	0	3 <sup>16</sup>	9 <sup>16</sup>	0	0
Bedford	Blackfriars		1.11	22720000	700	6 <sup>17</sup>	0	2 <sup>17</sup>	8 <sup>17</sup>	0	0
Flitwick	Blackfriars		1.12	22720000	700	1 <sup>18</sup>	0	0	1 <sup>18</sup>	0	0
Luton	Blackfriars		1.13	22720000	700	0	0	2 <sup>19</sup>	2 <sup>19</sup>	0	0

1						2					
Service Group: ET02 <sup>37th SA</sup>											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfriars	Brighton	London Bridge	2.1	22721000	700	0	6 <sup>20</sup>	29 <sup>20</sup>	35 <sup>20</sup>	37 <sup>20</sup>	29 <sup>20</sup>
Blackfriars <sup>59</sup>	Brighton <sup>59</sup>	London Bridge	2.2	22721000	700	0	6 <sup>21</sup>	26 <sup>21</sup>	32 <sup>21</sup>	32 <sup>21</sup>	0
Blackfriars	Brighton	Selhurst	2.3	22721000	700	0	0	3 <sup>20</sup>	3 <sup>20</sup>	5 <sup>20</sup>	2 <sup>20</sup>
London Bridge	Brighton		2.4	22721000	700	0	0	0	0	0	5
Brighton	St Pancras International	London Bridge	2.5	22721000	700	6 <sup>22</sup>	0	29 <sup>22</sup>	35 <sup>22</sup>	36 <sup>22</sup>	28 <sup>22</sup>
Brighton <sup>59</sup>	St Pancras International <sup>59</sup>	London Bridge	2.6	22721000	700	6 <sup>23</sup>	0	26 <sup>23</sup>	32 <sup>23</sup>	31 <sup>23</sup>	0
Brighton	St Pancras International	Selhurst	2.7	22721000	700	0	0	4 <sup>22</sup>	4 <sup>22</sup>	3 <sup>22</sup>	4 <sup>22</sup>

1						2					
Service Group: ET02											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Brighton	London Bridge		2.8	22721000	700	0	0	0	0	0	3
Blackfriars	Littlehampton	London Bridge & Haywards Heath	2.9	22721000	700	0	2 <sup>20</sup>	1 <sup>20</sup>	3 <sup>20</sup>	0	0
Littlehampton	St Pancras International	London Bridge & Haywards Heath	2.10	22721000	700	2 <sup>22</sup>	0	0	2 <sup>22</sup>	0	0
Littlehampton	Haywards Heath		2.11	22721000	700	0	0	1	1	0	0
Blackfriars <sup>60</sup>	Gatwick Airport <sup>60</sup>	London Bridge	2.12	22729000	700	0	6 <sup>20</sup>	16 <sup>20</sup>	32 <sup>20</sup>	28 <sup>20</sup>	24 <sup>20</sup>
London Bridge	Gatwick Airport	London Bridge	2.13	22729000	700	0	0	0	0	0	1
Gatwick Airport <sup>62</sup>	St Pancras International <sup>62</sup>	London Bridge	2.14	22729000	700	4 <sup>22</sup>	0	30 <sup>22</sup>	34 <sup>22</sup>	31 <sup>22</sup>	26 <sup>22</sup>
Blackfriars <sup>61</sup>	Three Bridges <sup>61</sup>	London Bridge	2.15	22729000	700	0	0	6 <sup>24</sup>	6 <sup>24</sup>	5 <sup>24</sup>	17 <sup>24</sup>

1						2					
Service Group: ET02											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfriars	Three Bridges	Selhurst	2.16	22729000	700	0	0	3 <sup>20</sup>	3 <sup>20</sup>	1 <sup>20</sup>	0 <sup>20</sup>
London Bridge	Three Bridges		2.17	22729000	700	0	0	2	2	0	0
Three Bridges <sup>63</sup>	St Pancras International <sup>63</sup>	London Bridge	2.18	22729000	700	2 <sup>20</sup>	0	5 <sup>22</sup>	7 <sup>22</sup>	3 <sup>22</sup>	14 <sup>22</sup>
Three Bridges	St Pancras International	Selhurst	2.19	22729000	700	0	0	2 <sup>22</sup>	2 <sup>22</sup>	7 <sup>22</sup>	0
Three Bridges	London Bridge		2.20	22729000	700	0	0	0	0	0	2
Blackfriars <sup>59</sup>	Horsham <sup>59</sup>	London Bridge	2.21	22729000	700	0	6 <sup>25</sup>	30 <sup>25</sup>	36 <sup>25</sup>	35 <sup>25</sup>	13 <sup>25</sup>



1						2					
Service Group: ET02											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Bridge	Horsham		2.22	22729000	700	0	0	0	0	0	3
Horsham <sup>64</sup>	St Pancras International <sup>64</sup>	London Bridge	2.23	22729000	700	6 <sup>26</sup>	0	30 <sup>26</sup>	36 <sup>26</sup>	36 <sup>26</sup>	13 <sup>26</sup>
Horsham <sup>65</sup>	St Pancras International <sup>65</sup>	Selhurst	2.24	22729000	700	0	0	1 <sup>26</sup>	1 <sup>26</sup>	1 <sup>26</sup>	0
Horsham	London Bridge		2.25	22729000	700	0	0	0	0	0	3
Horsham	Three Bridges		2.26	22729000	700	0	0	0	0	0	1
Blackfriars	East Grinstead	London Bridge	2.27	22729001	700	0	6 <sup>29</sup>	5 <sup>29</sup>	11 <sup>29</sup>	0	0
London Bridge	East Grinstead		2.28	22729001	700	0	0	1	1	0	0
East Grinstead	St Pancras International	London Bridge	2.29	22729001	700	2 <sup>20</sup>	0	3 <sup>20</sup>	5 <sup>20</sup>	0	0
East Grinstead	London Bridge		2.30	22729001	700	0	0	1	1	0	0

1						2					
<b>Service Group: ET02</b>											
<b>Service description: Thameslink Sussex Outer</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Bridge	Gatwick Airport	Quarry Lines	2.31	22729000	700	0	0	1	1	0	0
London Bridge	Horsham	Quarry Lines	2.32	22729000	700	0	0	1	1	0	0

1						2					
<b>Service Group: ET03</b>											
<b>Service description: Thameslink South Metro</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Orpington	St Pancras	Catford	3.1	22742000	700	6 <sup>30</sup>	0	30 <sup>30</sup>	36 <sup>30</sup>	32 <sup>30</sup>	0
Orpington	Blackfriars	Catford	3.2	22742000	700	0	0	2	2	2	0
Orpington	London Victoria	Catford	3.3	22742000	700	0	0	0	0	0	2

Sevenoaks	Blackfriars	Swanley & Catford	3.5	22742000	700	6	0	30	36	36	29
Sevenoaks	London Victoria	Swanley & Catford	3.6	22742000	700	0	0	0	0	0	2
Sutton	St Pancras	Wimbledon, Haydons Road and Tulse Hill	3.7	22722000	700	6 <sup>32</sup>	0	30 <sup>32</sup>	36 <sup>32</sup>	34 <sup>32</sup>	27 <sup>32</sup>

1						2					
Service Group: ET03											
Service description: Thameslink South Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Sutton	St Pancras	Mitcham Junction and Tulse Hill	3.8	22722000	700	6 <sup>32</sup>	0	30 <sup>32</sup>	36 <sup>32</sup>	35 <sup>32</sup>	22 <sup>32</sup>
Sutton	Blackfriars	Mitcham Junction and Tulse Hill	3.9	22722000	700	0	0	0	0	0	3
Blackfriars	Orpington	Catford	3.10	22742000	700	0	6 <sup>33</sup>	31 <sup>33</sup>	37 <sup>33</sup>	33 <sup>33</sup>	0
Blackfriars	Sevenoaks	Catford and Swanley	3.11	22742000	700	0	6 <sup>34</sup>	32 <sup>34</sup>	38 <sup>34</sup>	37 <sup>34</sup>	29 <sup>34</sup>
London Victoria	Sevenoaks	Catford and Swanley	3.12	22742000	700	0	0	0	0	0	5

1						2					
Service Group: ET03											
Service description: Thameslink South Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfriars	Sutton	Tulse Hill, Haydons Road and Wimbledon	3.13	22722000	700	0	6 <sup>35</sup>	32	38 <sup>35</sup>	38 <sup>35</sup>	25 <sup>35</sup>
Blackfriars	Sutton	Tulse Hill and Mitcham Junction	3.14	22722000	700	0	6 <sup>35</sup>	30 <sup>35</sup>	36 <sup>35</sup>	36 <sup>35</sup>	25 <sup>35</sup>
London Bridge	Sutton	Tulse Hill and Mitcham Junction	3.15	22722000	700	0	0	0	0	0	2

1						2					
Service Group: ET04 <sup>36th SA</sup>											
Service description: Great Northern Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>4</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Hertford North	Moorgate		4.1	21724000	717	1	0	27	28	37	2
Hertford North	Moorgate		4.2	21724000	-717	1	0	4	5	0	0
Hertford North	Moorgate		4.3	21724000	717	7	0	1	8	0	0
Stevenage	Moorgate	Hertford North	4.4	21724000	717	1	0	2	3	4	34
Watton-on-Stone	Moorgate		4.5	21724000	717	5	0	29	35	33	0
Gordon Hill	Moorgate		4.6	21724000	717	7	0	4	11	0	0
Finsbury Park	Moorgate		4.7	21724000	717	0	0	5	5	2	1
Welwyn Garden City	Moorgate		4.8	21723000	717	6	0	21	27	38	34
Welwyn Garden City	Moorgate		4.9	21723000	717	0	0	25	25	32	27
Welwyn Garden City	Moorgate		4.10	21723000	717	6	0	13	19	0	0
Welwyn Garden City	Kings Cross		4.11	21723000	717	0	0	1	1	1	0
Welwyn Garden City	Kings Cross		4.12	22723100	700	6	0	7	13	1	0

1						2					
Service Group: ET04											
Service description Great Northern Metro (continued)											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>4</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Moorgate	Hertford North		4.15	21724000	717	0	1	26	27	33	2
Moorgate	Hertford North		4.16	21724000	717	0	1	8	9	0	0
Moorgate	Hertford North		4.17	21724000	717	0	0	3	3	0	0
Moorgate	Stevenage	Hertford North	4.18	21724000	717	0	0	3	3	3	33
Moorgate	Watton-on-Stone		4.19	21724000	717	0	6	29	35	34	0
Moorgate	Gordon Hill		4.20	21724000	717	0	6	6	12	0	0
Moorgate	Finsbury Park		4.21	21724000	717	0	0	1	1	0	1
Moorgate	Welwyn Garden City		4.22	21723000	717	0	11	28	39	38	37
Moorgate	Welwyn Garden City		4.23	21723000	717	0	0	28	28	34	25
Moorgate	Welwyn Garden City		4.24	21723000	717	0	1	4	5	0	0

1						2					
Service Group: ET04											
Service description: Great Northern Metro (continued)											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>4</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Kings Cross	Hertford North		4.25	21724000	717	0	0	2	2	2	1
Kings Cross	Stevenage	Hertford North	4.26	21724000	717	0	0	0	0	0	2
Kings Cross	Welwyn Garden City		4.27	21723000	717	0	0	0	0	0	1
Kings Cross	Finsbury Park		4.28	21723000	717	0	0	0	0	0	1
Kings Cross	Welwyn Garden City		4.29	22723100	700	0	5	8	13	2	0
Kings Cross	Watton-at-Stone		4.30	21724000	717	0	0	1	1	1	0
Stevenage	Kings Cross	Hertford North	4.31	21724000	717	0	0	1	1	0	0



1						2					
Service Group: ET05 <sup>66</sup> 36th SA											
Service description: Great Northern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>5</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Peterborough	King's Cross	Welwyn Garden City	5.1	21727000	365	6	0	6	12	3	3
Peterborough	King's Cross	Welwyn Garden City	5.2	21727000	365	0	0	0	0	0	1
Peterborough	King's Cross	Welwyn Garden City	5.3	22727100	700	0	0	4	4	4	4
Peterborough	Blackfriars	Welwyn Garden City	5.4	22727100	700	6	0	30 <sup>38</sup>	36 <sup>38</sup>	36 <sup>38</sup>	13 <sup>38</sup>
King's Lynn	King's Cross	Welwyn Garden City	5.5	21725000	365	5	0	17	22	19	15
King's Lynn	Cambridge		5.7	21725000	365	0	0	1	1	1	0
Ely	King's Cross	Welwyn Garden City	5.8	21725000	365	0	0	12	12	17	0
Ely	Cambridge		5.9	21725000	365	0	0	0	3	2	0

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Service Group: ET05 <sup>66</sup>											
Service description: Great Northern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>5</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Cambridge	Blackfriars	Welwyn Garden City	5.13	22726100	700	3 <sup>40</sup>	0	13 <sup>40</sup>	16 <sup>40</sup>	18 <sup>40</sup>	14 <sup>40</sup>
Cambridge	King's Cross	Welwyn Garden City	5.14	21725000	365	1	0	0	1	0	1
Cambridge	King's Cross	Welwyn Garden City	5.15	22726100	700	0	0	2	2	2	3
Cambridge	King's Cross	Welwyn Garden City	5.16	21726100	700	6	0	30	36	38	16
Baldock	King's Cross	Welwyn Garden City	5.17	21726000	365	1	0	1	2	0	0
Royston	King's Cross	Welwyn Garden City	5.18	22726100	700	0	0	1	1	1	0
Royston	King's Cross	Welwyn Garden City	5.19	21726000	365	1	0	0	1	0	0
Letchworth Garden City	King's Cross	Welwyn Garden City	5.20	22726100	700	0	0	2	2	1	3

1						2					
Service Group: ET05 <sup>66</sup>											
Service description: Great Northern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>5</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
King's Cross	Peterborough	Welwyn Garden City	5.21	21727000	365	0	5	5	10	3	3
King's Cross	Peterborough	Welwyn Garden City	5.22	22727100	700	0	0	4	4	4	4
King's Cross	Peterborough	Welwyn Garden City	5.23	21727000	365	0	0	0	0	0	1
St Pancras International	Peterborough	Welwyn Garden City	5.24	22727100	700	0	6 <sup>41</sup>	30 <sup>41</sup>	36 <sup>41</sup>	36 <sup>41</sup>	13 <sup>41</sup>
King's Cross	King's Lynn	Welwyn Garden City	5.25	21725000	365	0	4	18	22	21	16
Cambridge	King's Lynn		5.26	21725000	365	0	0	3	3	0	0
King's Cross	Ely	Welwyn Garden City	5.27	21725000	365	0	2	11	13	14	0
Cambridge	Ely		5.28	21725000	365	0	0	2	2	1	0
St Pancras International	Cambridge	Welwyn Garden City	5.31	22726100	700	0	3 <sup>43</sup>	15 <sup>43</sup>	18 <sup>43</sup>	18 <sup>43</sup>	14 <sup>43</sup>

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Service Group: ET05 <sup>66</sup>											
Service description: Great Northern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>5</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
King's Cross	Baldock	Welwyn Garden City	5.32	21726000	365	0	3	0	3	0	0
King's Cross	Cambridge	Welwyn Garden City	5.33	21725000	365	0	0	1	1	1	0
King's Cross	Cambridge	Welwyn Garden City	5.34	22726100	700	0	0	3	3	2	2
King's Cross	Cambridge	Welwyn Garden City	5.35	21725000/ 21726000	365	0	0	1	1	1	0
King's Cross	Cambridge	Welwyn Garden City	5.40	22726100	700	0	6	30	36	38	18
King's Cross	Letchworth Garden City	Welwyn Garden City	5.37	22726100	700	0	0	2	2	1	3
King's Cross	Royston	Welwyn Garden City	5.38	22726100	700	0	0	2	2	0	0

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Service Group: ET07								
Service Description: Southern Coastway (Non London)						Passenger Train Slots		
From	To	via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Brighton	Lewes		7.1	24743000	313	37	35	2
Lewes	Brighton		7.2	24743000	313	37	35	1
Lewes	Seaford		7.3	24743000	313	1	0	0
Brighton	Seaford		7.4	24743000	313	36	37	32
Seaford	Brighton		7.5	24743000	313	38	37	31
Brighton	Newhaven Harbour		7.6	24743000	313	1	0	0
Newhaven Harbour	Brighton		7.7	24743000	313	1	0	0
Brighton	Eastbourne		7.8	24743000	313	3	3	15
Eastbourne	Brighton		7.9	24743000	313	1	1	16
Brighton	Hastings		7.10	24743000	313	1	0	0
Brighton	Hastings		7.11	24743000	313	17	17	1
Eastbourne	Hastings		7.12	24743000	313	1	0	0
Hastings	Brighton		7.13	24743000	313	18	17	0
Brighton	Ore		7.14	24743000	313	17	16	3
Eastbourne	Ashford International		7.15	24743000	171	18	16	14
Hastings	Ashford International		7.16	24743000	171	2	1	1
Rye	Ashford International		7.17	24743000	171	4	0	0
Ashford International	Eastbourne		7.18	24743000	171	16	17	14
Ashford International	Hastings		7.19	24743000	171	4	1	1
Ashford International	Rye		7.20	24743000	171	4	0	0
Eastbourne	Ore		7.21	24743000	313	0	3	1

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<b>Service Group: ET07</b>								
<b>Service Description: Southern Coastway (Non London) (continued)</b>						<b>Passenger Train Slots</b>		
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Ore	Eastbourne		7.22	24743000	313	1	1	1
Ore	Brighton		7.23	24743000	313	17	18	3
Brighton	Hove		7.24	24744000	313	34	36	17
Hove	Brighton		7.25	24744000	313	34	36	14
Brighton	West Worthing		7.26	24744000	313	27	35	0
Brighton	Littlehampton		7.27	24744000	313	11	1	1
West Worthing	Brighton		7.28	24744000	313	31	33	0
Littlehampton	Brighton		7.29	24744000	313	2	0	1
Barnham	Portsmouth Harbour		7.30	24744000	313	2	2	0
Brighton	Portsmouth Harbour		7.31	24744000	313	9	18	15
Brighton	Portsmouth & Southsea		7.32	24744000	313	9	0	0
Portsmouth Harbour	Brighton		7.33	24744000	313	10	17	14
Portsmouth & Southsea	Brighton		7.34	24744000	313	8	0	0
Brighton	Southampton Central	Swanwick	7.35	24744000	377	16	17	14
Barnham	Southampton Central	Swanwick	7.36	24744000	377	2	2	0
Littlehampton	Southampton Central	Swanwick	7.37	24744000	377	1	0	1

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<b>Service Group: ET07</b>								
<b>Service Description: Southern Coastway (Non London) (Continued)</b>						<b>Passenger Train Slots</b>		
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Southampton Central	Brighton	Swanwick	7.38	24744000	377	14	16	15
Southampton Central	Brighton	Eastleigh	7.39	24744000	377	2	0	0
Southampton Central	Banham		7.40	24744000	377	1	0	0
Southampton Central	Littlehampton	Swanwick	7.41	24744000	377	2	3	2
Brighton	Chichester		7.42	24744000	313	1	1	0
Chichester	Brighton		7.43	24744000	313	4	1	0
Brighton	Havant		7.44	24744000	313	1	0	0
Barnham	Bognor Regis		7.45	24744000	313	18	17	3
Bognor Regis	Barnham		7.46	24744000	313	16	18	2
Littlehampton	Bognor Regis		7.47	24744000	313	21	18	16
Littlehampton	Chichester		7.48	24744000	313	1	0	0
Bognor Regis	Littlehampton		7.49	22744000	313	20	18	17
Littlehampton	Portsmouth & Southsea		7.50	24744000	313	15	15	0
Littlehampton	Portsmouth Harbour		7.51	24744000	313	1	1	1
Portsmouth & Southsea	Littlehampton		7.52	24744000	313	15	16	0
Portsmouth Harbour	Littlehampton		7.53	24744000	313	2	2	2
Barnham	Portsmouth & Southsea		7.54	24744000	313	0	1	0
Brighton	Chichester	Littlehampton	7.55	24744000	313	0	0	0

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<b>Service Group: ET08</b>											
<b>Service description: Southern Outer</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Victoria	East Grinstead		8.1	24749000	377	0	6	31	37	36	30
East Grinstead	London Victoria		8.2	24749000	377	6	0	30	36	34	31
London Victoria	Oxted		8.3	24749000	171	0	0	1	1	1	0
London Bridge	Uckfield		8.4	24749000	171	0	5	17	22	18	0
East Croydon	Uckfield		8.5	24749000	171	0	0	1	1	0	2
Oxted	Uckfield		8.6	24749000	171	0	0	0	0	0	13
Uckfield	London Bridge		8.7	24749000	171	5	0	18	23	17	0
Uckfield	East Croydon		8.8	24749000	171	0	0	1	1	0	1
Uckfield	Oxted		8.9	24749000	171	0	0	0	0	0	13
London Victoria	Reigate		8.10	24745000	377	0	6	30	36	36	13
Reigate	London Victoria		8.11	24745000	377	0	0	27	27	34	14

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<b>Service Group: ET08</b>											
<b>Service description: Southern Outer</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Reigate	Redhill		8.12	24745000	377	6	0	2	8	0	0
London Victoria	Gatwick Airport		8.13	24747000/ 24748000	377	0	0	2	2	1	0
Gatwick Airport	London Victoria		8.14	24745000	377	6	0	3	9	0	0
Redhill	Gatwick Airport		8.15	24745000	377	0	2	3	5	0	0
Redhill	Three Bridges		8.16	24745000	377	0	3	2	5	0	0
Redhill	Tonbridge		8.17	24745000	377	0	0	29	29	19	17
Tonbridge	Redhill		8.18	24745000	377	0	0	29	29	19	17
London Victoria	Brighton		8.19	24747000	377	0	1	25+1FO	26+1FO	35	34
Brighton	London Victoria		8.20	24747000	377	0	0	27	27	37	34

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Service Group: ET08											
Service description: Southern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Brighton	Haywards Heath		8.21	24747000	377	1	0	0	1	0	0
London Victoria	Southampton Central	Horsham	8.22	24748000	377	0	3	12	15	15	0
Gatwick Airport	Southampton Central	Horsham	8.23	24748000	377	0	0	1	1	1	0
London Victoria	Portsmouth Harbour	Horsham	8.24	24748000	377	0	0	11	11	15	14
London Victoria	Portsmouth & Southsea	Horsham	8.25	24748000	377	0	1	1	2	1	0
London Bridge	Portsmouth Harbour	Horsham	8.26	24748000	377	0	2	0	2	0	0
London Victoria	Bognor Regis	Haywards Heath	8.27	24746000	377	0	0	1	1	1	0
London Victoria	Bognor Regis	Horsham	8.28	24748000	377	0	2	2	4	1	2
London Victoria	Chichester	Horsham	8.29	24748000	377	0	0	2	2	2	0
London Victoria	Chichester	Haywards Heath	8.30	24746000	377	0	0	0	0	1	0

1						2					
Service Group: ET08											
Service description: Southern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Victoria	Horsham	Gatwick Airport	8.31	24748000	377	0	0	1	1	2	2
Horsham	Bognor Regis		8.32	24748000	377	0	6	22	28	30	0
Barnham	Bognor Regis		8.33	24748000	377	0	0	1	1	1	12
Bognor Regis	London Bridge	Horsham	8.34	24748000	377	2	0	0	2	0	0
Bognor Regis	London Victoria	Hosham	8.35	24748000	377	4	0	27	31	31	15
Havant	London Victoria	Horsham	8.36	24748000	377	1	0	0	1	1	0
Horsham	London Victoria	Gatwick Airport	8.37	24748000	377	1	0	2	3	2	2
Southampton Central	Horsham		8.38	24748000	377	3	0	13	16	15	0
Portsmouth Harbour	Horsham		8.39	24748000	377	2	0	12	14	16	0

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Service Group: ET08											
Service description: Southern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Portsmouth & Southsea	Horsham		8.40	24748000	377	0	0	2	2	0	0
Portsmouth Harbour	Barnham		8.41	24748000	377	0	0	0	0	0	14
Southampton Central	Three Bridges	Horsham	8.42	24748000	377	0	0	1	1	1	0
London Victoria	Ore	Haywards Heath	8.43	24746000	377	0	3	12	15	13	12
London Victoria	Worthing	Haywards Heath	8.44	24746000	377	0	0	2	1	0	2
London Victoria	Littlehampton	Haywards Heath	8.45	24746000	377	0	6	10	16	14	15
Haywards Heath	Littlehampton		8.46	24746000	377	0	0	12	12	16	0
Haywards Heath	Worthing		8.47	24746000	377	0	0	1	1	1	0
Haywards Heath	Eastbourne		8.48	24746000	377	0	0	12	12	15	1

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Service Group: ET08											
Service description: Southern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Victoria	Eastbourne		8.49	24746000	377	0	2	2	4	0	1
London Bridge	Eastbourne	Haywards Heath	8.50	24746000	377	0	2	0	2	0	0
Littlehampton	London Victoria	Haywards Heath	8.51	24746000	377	4	0	14	18	17	13
Littlehampton	Haywards Heath		8.52	24746000	377	3	0	14	17	16	1
Eastbourne	London Victoria	Haywards Heath	8.53	24746000	377	4	0	14	18	16	1
Eastbourne	London Bridge	Haywards Heath	8.54	24746000	377	2	0	0	2	0	0
Hastings	London Victoria	Haywards Heath	8.55	24746000	377	1	0	0	1	0	0
London Victoria	Hastings	Haywards Heath	8.56	24746000	377	0	0	3	3	3	2

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Service Group: ET08											
Service description: Southern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Seaford	London Victoria	Haywards Heath	8.57	24746000	377	1	0	0	1	0	0
Ore	London Victoria	Haywards Heath	8.58	24746000	377	1	0	0	1	0	13
Ore	Haywards Heath	Haywards Heath	8.59	24746000	377	0	0	14	14	16	0
Haywards Heath	Ore		8.61	24746000	377	0	0	0	0	1	0
Lewes	Seaford		8.62	24746000	377	0	1	0	1	0	0
London Victoria	Horsham	Mitcham Junction	8.63	24780000	377	0	5	15	20	11	0
London Victoria	Dorking	Mitcham Junction	8.64	24780000	377	0	1	14	15	24	34

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Service Group: ET08											
Service description: Southern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Bridge	Guildford	West Croydon	8.66	24780000	377	0	2	1	3	0	0
London Bridge	Epsom	West Croydon	8.67	24780000	377	0	1	26	27	33	0
Horsham	London Victoria	Mitcham Junction	8.68	24780000	377	5	0	15	20	11	0
Dorking	London Victoria	Mitcham Junction	8.69	24780000	377	1	0	13	14	23	33
Guildford	London Bridge	West Croydon	8.71	24780000	377	2	0	1	3	0	0
Epsom	London Bridge	West Croydon	8.72	24780000	377	2	0	26	28	33	0
Dorking	West Croydon		8.73	24780000	377	0	0	1	1	2	0

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Service Group: ET09 35th SA											
Service description: Southern Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Victoria	Crystal Palace	Streatham Hill	9.1	24782000	455	0	6 <sup>44</sup>	30 <sup>44</sup>	36 <sup>44</sup>	36 <sup>44</sup>	0
Streatham Hill	Crystal Palace	Gipsy Hill	9.2	24782000	455	0	0 <sup>44</sup>	2 <sup>44</sup>	2 <sup>44</sup>	2 <sup>44</sup>	0
Crystal Palace	London Victoria	Streatham Hill	9.3	24782000	455	6 <sup>45</sup>	0	28 <sup>45</sup>	34 <sup>45</sup>	35 <sup>45</sup>	0
Crystal Palace	Streatham Hill	Gipsy Hill	9.4	24782000	455	0	0	0	0	1 <sup>45</sup>	0
Crystal Place	London Bridge	Sydenham	9.5	24783000	455	0	6 <sup>46</sup>	32 <sup>46</sup>	38 <sup>46</sup>	38 <sup>46</sup>	0
London Bridge	Crystal Palace	Sydenham	9.6	24783000	455	0	6 <sup>47</sup>	28 <sup>47</sup>	34 <sup>47</sup>	36 <sup>47</sup>	0
London Victoria	West Croydon	Streatham Hill	9.7	24782000	455	0	6	30	36	35	33
West Croydon	London Victoria	Streatham Hill	9.8	24782000	455	6	0	28	34	35	34
Norwood Junction	London Victoria	Streatham Hill	9.9	24782000	455	0	0	3	3	2	0



1						2					
Service Group: ET09											
Service description: Southern Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Victoria	Epsom Downs	Norbury	9.10	24782000	455	0	6	30	36	35	29
Selhurst	Epsom Downs	West Croydon	9.11	24782000	455	0	0	1	1	0	0
Epsom Down	London Victoria	Norbury	9.12	24782000	455	5	0	29	34	33	29
Selhurst	London Victoria	Norbury	9.13	24782000	455	3	0	2	5	2	4
London Victoria	Selhurst	Norbury	9.14	24782000	455	0	0	0	0	0	3
London Victoria	East Croydon	Norbury	9.15	24782000	455	0	0	2	2	0	0
London Bridge	West Croydon	Sydenham	9.16	24783000	455	0	0	0	0	0	0
London Bridge	Coulsdon Town	Sydenham	9.17	24783000	455	0	1	21	22	34	0
Coulsdon Town	London Bridge	Sydenham	9.18	24783000	455	0	0	22	22	32	0
London Victoria	Epsom	Hackbridge	9.19	24785000	455	0	6	30	36	36	30
Epsom	London Victoria	Hackbridge	9.20	24785000	455	6	0	29	35	33	31
Epsom	London Victoria	Norbury	9.21	24782000	455	0	0	0	0	0	0

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Service Group: ET09											
Service description: Southern Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Victoria	Caterham	Norbury	9.25	24786000	455	0	5	4	9	0	0
London Victoria	Tattenham Corner	Norbury	9.26	24786000	455	0	0	1	1	0	0
London Bridge	Caterham	Sydenham	9.27	24786000	455	0	6	34	40	36	0
London Bridge	Caterham	Sydenham	9.28	24783000	455	0	0	0	0	0	34
London Bridge	Caterham	Peckham Rye	9.29	24787000	455	0	0	23	23	33	0
Purley	Tattenham Corner		9.30	24786000	455	0	10	33	43	37	32
Tattenham Corner	Purley		9.31	24786000	455	11	0	30	41	35	31
Caterham	London Victoria	Norbury	9.32	24786000	455	5	0	1	6	0	0
Caterham	London Bridge	Sydenham	9.33	24786000	455	6	0	29	35	35	0
Caterham	London Bridge	Sydenham	9.34	24783000	455	0	0	0	0	0	33

1						2					
Service Group: ET09											
Service description: Southern Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Caterham	London Bridge	Peckham Rye	9.35	24787000	455	0	0	22	22	33	0
London Bridge	Beckenham Junction	Peckham Rye	9.36	24787000	455	0	6	28	34	32	0
Beckenham Junction	London Bridge	Peckham Rye	9.37	24787000	455	6	0	28	34	32	0
London Bridge	Selhurst	Peckham Rye	9.38	24787000	455	0	6	7	13	4	0
Selhurst	London Bridge	Peckham Rye	9.39	24787000	455	2	0	5	7	2	0
London Bridge	Sutton	Peckham Rye & Hackbridge	9.40	24787000	455	0	4	5	9	0	0
London Bridge	Sutton	Sydenham	9.41	24783000	455	0	5	4	9	0	0
Sutton	London Bridge	Hackbridge & Peckham Rye	9.42	24787000	455	5	0	4	9	0	0

1						2					
Service Group: ET09											
Service description: Southern Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Sutton	London Bridge	Wallington and Peckham Rye	9.43	24787000	455	4	0	3	7	0	0
Streatham Hill	London Bridge	Tulse Hill	9.44	24787000	455	0	0	1	1	0	0
London Bridge	Crystal Palace	Tulse Hill	9.45	24787000	455	0	0	3	3	0	30
London Bridge	Crystal Palace	Sydenham	9.46	24783000	455	0	0	0	0	0	32
Crystal Palace	London Bridge	Tulse Hill	9.47	24787000	455	0	0	3	3	0	30
Crystal Palace	London Bridge	Sydenham	9.48	24783000	455	0	0	0	0	0	32
London Bridge	East Croydon	Sydenham	9.49	24783000	455	0	0	4	4	3	0
London Bridge	East Croydon	Tulse Hill	9.50	24787000	455	0	0	0	0	0	33
East Croydon	London Bridge	Tulse Hill	9.51	24787000	455	0	0	0	0	0	33
London Bridge	Norwood Junction	Tulse Hill	9.52	24787000	455	0	0	1 FO	1 FO	2	2

1						2					
Service Group: ET09											
Service description: Southern Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>6</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Victoria	Norwood Junction	Streatham Hill	9.53	24787000	455	0	0	2 FO	2 FO	2	1
London Victoria	Sutton	Norbury	9.54	24782000	455	0	6	30	36	37	37
Sutton	London Victoria	Norbury	9.55	24782000	455	7	0	29	36	36	34
Epsom Downs	Sutton		9.56	24782000	455	0	0	1	1	1	0

1						2					
Service Group: ET10											
Service description: Southern West London Line											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>7</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
East Croydon	Milton Keynes		10.1	24968000	377	2	3	9	14	12	0
Milton Keynes	East Croydon		10.2	24968000	377	3	3	8	14	13	0
Milton Keynes	Clapham Junction		10.3	24968000	377	0	0	2	2	0	0
Selhurst	Milton Keynes		10.4	24968000	377	0	0	1	1	0	0
Balham	Milton Keynes		10.5	24968000	377	0	0	1	1	1	0
South Croydon	Milton Keynes		10.6	24968000	377	0	0	0	0	0	0
East Croydon	Watford Junction		10.7	24968000	377	1	0	1	2	5	0
Watford Junction	East Croydon		10.8	24968000	377	2	0	2	4	4	0
Clapham Junction	Watford Junction		10.9	24968000	377	0	0	4	4	2	15

1						2					
Service Group: ET10											
Service description: Southern West London Line											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>7</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Watford Junction	Clapham Junction		10.10	24968000	377	0	0	3	3	3	15
East Croydon	Shepherds Bush		10.11	24968000	377	1	1	0	2	0	0
Shepherd's Bush	East Croydon		10.12	24968000	377	0	1	1	2	0	0
Shepherd's Bush	Clapham Junction		10.13	24968000	377	0	0	1	1	0	2
Clapham Junction	Shepherd's Bush		10.14	24968000	377	0	0	0	0	0	2
Selhurst	Shepherds Bush		10.15	24968000	377	0	0	1	1	0	0
Watford Junction	South Croydon		10.16	24968000	377	1	0	0	1	0	0

1						2					
Service Group: ET11											
Service description: Gatwick Express											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>8</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday <sup>8</sup>	Sunday <sup>8</sup>
						Morning Peak	Evening Peak				
Brighton	London Victoria		11.1	24969000	387	12	0	28	40	34	0
Gatwick Airport	London Victoria		11.2	24969000	387	0	0	30	30	36	60
London Victoria	Brighton		11.3	24969000	387	0	11	33	44	35	0
London Victoria	Gatwick Airport		11.4	24969000	387	0	2	25	27	36	60



1						2					
Service Group: ET12 <sup>36th SA</sup>											
Service description: Thameslink North Metro (MML)											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
St Pancras International	Luton		12.1	22728000	700	0	12 <sup>48</sup>	33 <sup>48</sup>	45 <sup>48</sup>	31 <sup>48</sup>	26 <sup>48</sup>
St Pancras International	St Albans		12.2	22728000	700	0	12 <sup>49</sup>	52 <sup>49</sup>	64 <sup>49</sup>	62 <sup>49</sup>	20 <sup>49</sup>
St Pancras International	West Hampstead Thameslink		12.3	22728000	700	0	0	8 <sup>48</sup>	8 <sup>48</sup>	4 <sup>48</sup>	2 <sup>48</sup>
St Pancras International	Kentish Town		12.4	22728000	700	0	0	18 <sup>48</sup>	18 <sup>48</sup>	31 <sup>48</sup>	26 <sup>48</sup>
Luton	Blackfriars		12.5	22728000	700	9 <sup>50</sup>	0	34 <sup>50</sup>	43 <sup>50</sup>	36 <sup>50</sup>	26 <sup>50</sup>
Luton	St Pancras		12.6	22728000	700	0	0	0	0	0	1
St Albans	Blackfriars		12.7	22728000	700	12 <sup>51</sup>	0	55 <sup>51</sup>	67 <sup>51</sup>	68 <sup>51</sup>	20 <sup>51</sup>
West Hampstead Thameslink	Blackfriars		12.8	22728000	700	0 <sup>50</sup>	0	10 <sub>50</sub>	9 <sup>50</sup>	5 <sup>50</sup>	2 <sup>50</sup>

1						2					
Service Group: ET12											
Service description: Thameslink North Metro											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Kentish Town	Blackfriars		12.9	22728000	700	0	0	19 <sup>52</sup>	19 <sup>52</sup>	32 <sup>52</sup>	23 <sup>52</sup>
St Pancras International	Blackfriars		12.10	22728000	700	0	0	1 <sup>53</sup>	1 <sup>53</sup>	0	1 <sup>53</sup>

1						2					
Service Group: ET13											
Service description: Thameslink Kent Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Rainham	St Pancras International	Greenwich and London Bridge	13.1	22761000	700	6 <sup>54</sup>	0	28 <sup>54</sup>	34 <sup>54</sup>	34 <sup>54</sup>	26 <sup>54</sup>
Rainham	London Bridge	Greenwich	12.2	22761000	700	0	0	0	0	0	1
Rainham	Dartford		13.3	22761000	700	0	0	3	3	3	3
Gillingham	St Pancras International	Greenwich and London Bridge	13.4	22761000	700	2 <sup>54</sup>	0	0	2 <sup>54</sup>	2 <sup>54</sup>	2 <sup>54</sup>
Gillingham	London Bridge	Greenwich	13.5	22761000	700	0	0	0	0	0	1
Gillingham	Dartford		13.6	22761000	700	0	0	1	1	1	0

1						2					
Service Group: ET13											
Service description: Thameslink Kent Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfrairs	Rainham	London Bridge and Graireenwich	13.7	22761000	700	0	4 <sup>55</sup>	23 <sup>55</sup>	27 <sup>55</sup>	34 <sup>55</sup>	26 <sup>55</sup>
London Bridge	Rainham	Greenwich	13.8	22761000	700	0	0	0	0	0	3
Dartford	Rainham		13.9	22761000	700	0	0	2	2	2	0
Blackfrairs	Gillingham	London Bridge and Greenwich	13.10	22761000	700	0	0	2 <sup>56</sup>	2 <sup>56</sup>	2 <sup>56</sup>	2 <sup>56</sup>
Dartford	Gillingham		13.11	22761000	700	0	0	2	2	0	1

## Footnotes to Table 2.1 <sup>34th SA</sup>

- 1 Peak times – means Services scheduled on any part of a Weekday arriving at Farringdon between 07:00 and 09:59 (the “Morning Peak”), departing Farringdon between 16:00 and 18:59 (the “Evening Peak”); or in respect of services terminating at London Bridge or Blackfriars only, to arrive at London Bridge or Blackfriars between 07:00 and 09:59 (the “Morning Peak”); or in respect of services starting at London Bridge or Blackfriars only, to depart London Bridge or Blackfriars between 16:00 and 18:59 (the “Evening Peak”).
- 2 Off-Peak times - arriving at and departing from a relevant station outside Peak times
- 3 Passenger Train Slots listed 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 Peak times – means Services scheduled on any part of a Weekday arriving at King’s Cross, Moorgate or Farringdon between 07:00 and 09:59 (the “Morning Peak”), departing King’s Cross, Moorgate or Farringdon between 16:00 and 18:59 (the “Evening Peak”).
- 5 Peak times – means Services scheduled on any part of a Weekday arriving at King’s Cross or Farringdon between 07:00 and 09:59 (the “Morning Peak”), departing King’s Cross or Farringdon between 16:00 and 18:59 (the “Evening Peak”).
- 6 Peak times - means Services Scheduled on any part of a Weekday arriving at London Termini between 07:00 and 09:59 (“morning Peak”), departing from London Termini between 16:00 and 18:59 (“Evening Peak”).
- 7 Peak times – means Services Scheduled on Weekdays to arrive at Kensington Olympia between 0700 and 09:59 (“Morning Peak”), depart Kensington Olympia between 16:00 and 18:59 (“Evening Peak”).
- 8 Peak times - where Peak Service means Services Scheduled on Weekdays, Saturdays and Sundays to arrive or depart London Victoria between 07:00 and 09:59 (“Morning Peak”), arrive or depart London Victoria between 16:00 and 18:59 (“Evening Peak”).
- 9 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Brighton, East Grinstead or Three Bridges.
- 10 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Brighton, Three Bridges or Sutton.
- 11 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Gatwick Airport or Three Bridges.
- 12 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Brighton, Gatwick Airport or Horsham.
- 13 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Littlehampton.

- 14 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Brighton or Three Bridges.
- 15 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Gatwick Airport, Three Bridges, Littlehampton or Rainham.
- 16 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to East Grinstead, Gatwick Airport or Three Bridges.
- 17 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Littlehampton.
- 18 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Three Bridges.
- 19 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to East Grinstead.
- 20 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford
- 21 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Cambridge
- 22 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 23 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Cambridge.
- 24 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford or Flitwick or Cambridge.
- 25 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Peterborough.
- 26 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Peterborough or Bedford.
- 27 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford
- 28 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Peterborough or Bedford.
- 29 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Bedford, Luton or West Hampstead Thameslink.
- 30 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Luton, West Hampstead Thameslink or Kentish Town.

- 31 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Welwyn Garden City or Finsbury Park.
- 32 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to St Albans City or Bedford.
- 33 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Luton, West Hampstead Thameslink or St Pancras International
- 34 Where appropriate The Train Operator must make an Access Proposal for some of these Train Slots to be combined with other Train Slots to form through services from Welwyn Garden City or Finsbury Park.
- 35 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Luton, St Albans City, West Hampstead Thameslink or Kentish Town.
- 36 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Sevenoaks.
- 37 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Sevenoaks.
- 38 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Horsham.
- 39 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Maidstone East or Ashford International.
- 40 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Brighton.
- 41 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Horsham.
- 42 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Maidstone East or Ashford International
- 43 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Brighton or Gatwick Airport.
- 44 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to London Bridge.
- 45 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from London Bridge.
- 46 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to London Victoria or Streatham Hill.
- 47 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from London Bridge or Streatham Hill.

- 48 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Rainham, Gillingham or Orpington.
- 49 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Sutton.
- 50 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to East Grinstead, Sutton, Gillingham, Rainham, or Orpington.
- 51 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Sutton.
- 52 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Sutton or Orpington.
- 53 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Sutton or Orpington.
- 54 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Luton or West Hampstead Thameslink.
- 55 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Luton, West Hampstead Thameslink or Bedford.
- 56 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Luton.
- 57 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services to Cambridge
- 58 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Cambridge
- 59 These access rights expire as firm rights at SCD 2021 due to them forming through services with ET05.
- 60 A quantum of 12 Sunday access rights expire as firm rights at SCD 2021 due to them forming through services with ET05.
- 61 A quantum of 2 Sunday access rights expire as firm rights at SCD 2021 due to them forming through services with ET05.
- 62 A quantum of 5 Morning Peak and 14 Sunday access rights expire as firm rights at SCD 2021 due to them forming through services with ET05.
- 63 1 off peak access right expires as a firm right at SCD 2021 due to it forming through services with ET05.
- 64 A quantum of 29 off peak access rights, all Saturday and all Sunday access right expire as firm rights at SCD 2021 due to them forming through services with ET05.
- 65 This access right expires as firm rights at SCD 2021 due to it forming a through service with ET05.
- 66 The access rights in Service Group ET05 expire as firm rights at SCD 2021.



### *Passenger Train Slots*

- 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 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.
- 2.2 In order to provide for the Scheduling of part only of Passenger Train Slots specified in Table 2.1 the Train Operator has:
- (a) Firm Rights for such a Passenger Train Slot to commence from and/or terminate at and St Albans in respect of Service Group ET01;and
  - (b) Contingent Rights for such a Passenger Train Slot to commence from and/or terminate at Luton and St Albans in respect of Service Group ET01.
- 2.3 In order to provide through Services the Train Operator has: <sup>14th SA</sup>
- (a) Firm Rights to combine Passenger Train Slots at St Pancras International (northbound), Blackfriars (southbound) and Crystal Palace (both directions); and
  - (b) Contingent Rights to combine Passenger Train Slots at St Pancras International (northbound), Blackfriars (southbound) and Crystal Palace (both directions); and
  - (c) Firm Rights to couple and uncouple trains at Cambridge, Purley, Redhill, Horsham, Barnham, Haywards Heath and Lewes; and
  - (d) Contingent Rights to couple and uncouple trains at Cambridge, Purley, Redhill, Horsham, Barnham, Haywards Heath and Lewes."
- 2.3.1 If the Train Operator submits Access Proposals under the timetable process in Part D of the Network Code which seeks to combine a Firm Right for a Passenger Train Slot and a Contingent Right for an additional Passenger Train Slot at St Pancras International (northbound) or Blackfriars (southbound) in order to provide a through service, if the Access Proposal using the Contingent Right is rejected by Network Rail, the corresponding Firm Right shall also be considered as a Contingent Right.

Table 2.2: Additional Passenger Train Slots

1						2					
Service Group: ET05 <sup>66 3th SA</sup>											
Service description: Great Northern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>5</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Cambridge <sup>4</sup>	Blackfriars <sup>4</sup>	Welwyn Garden City	5.13	22726100	700	3 <sup>40</sup>	0	13 <sup>40</sup>	16 <sup>40</sup>	14 <sup>40</sup>	0
Baldock <sup>4</sup>	Kings Cross <sup>4</sup>	Welwyn Garden City	5.17	21760000	365	2	0	0	2	0	0
Royston <sup>4</sup>	Kings Cross <sup>4</sup>	Welwyn Garden City	5.19	21760000	365	1	0	0	1	0	0
St Pancras International <sup>4</sup>	Cambridge <sup>4</sup>	Welwyn Garden City	5.31	22726100	700	0	3 <sup>43</sup>	11 <sup>43</sup>	14 <sup>43</sup>	14 <sup>43</sup>	0
Kings Cross <sup>4</sup>	Baldock <sup>4</sup>	Welwyn Garden City	5.32	21760000	365	0	2	2	4	0	0
Kings Cross <sup>4</sup>	Letchworth Garden City <sup>4</sup>	Welwyn Garden City	5.37	22726100	700	0	0	1	1	0	0

#### Footnotes to Table 2.2

- 1 Peak times – means Services scheduled on any part of a Weekday arriving at King's Cross or Farringdon between 07:00 and 09:59 (the “Morning Peak”), departing King's Cross or Farringdon between 16:00 and 18:59 (the “Evening Peak”).
- 2 Off-Peak times - arriving at and departing from a relevant station outside Peak times.
- 3 Passenger Train Slots listed 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 These access rights expire at SC

### *Additional Passenger Train Slots*

- 2.4 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 and on the Days so listed.
- 2.5 A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:
- (a) a Contingent right to call at any station listed in Table 4.1;
  - (b) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and
  - (c) a Contingent Right to combine Passenger Train Slots to provide a through Service.

### *Ancillary Movements*

- 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 the other Firm Rights of the Train Operator, including:
- (a) movements for the purpose of maintenance of rolling stock to and from maintenance depots;
  - (b) movements for driver training purposes; and
  - (c) empty stock movements.
- 2.7 For the purpose of paragraph 2.6, Ancillary Movements shall not include movements of rolling stock for the purpose of testing or driver training to the extent that:
- (a) the rolling stock concerned has not achieved vehicle and route acceptance necessary for its use in the carriage of passengers on the route in question; or
  - (b) where the route in question is not used by the Train Operator for carriage of passengers, the rolling stock concerned has not achieved vehicle and route acceptance necessary to operate on the route without passengers on board.

### *Relief Passenger Train Slots*

- 2.8 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) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in table 2.1 or 2.2; and
  - (b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.

- 2.9 Save with the prior written consent of Network Rail and subject to such conditions as Network Rail may reasonably impose, the Train Operator shall not be entitled to operate Services on the Routes on 25 and 26 December for all Service Groups except for ET11. Service Group ET11 Gatwick Express, the Train Operator may operate Services on 26th December between 05:25 and 23:35 in relation to any Service operating from London Victoria to Gatwick Airport, and between 06:15 and 23:35 in relation to any service operating from Gatwick Airport to London Victoria with train service interval of every 30 minutes.
- 2.10 Subject to paragraph 2.9, the Train Operator has Firm Rights to operate Services in any Service Group on a Public Holiday (except for 25 and 26 December) up to a quantum to which it is entitled on a Saturday for that Service Group.
- 2.11 The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in Table 2.1.

### **3 Intervals – Not Used**

*Table 3.1(a): Morning Peak Service Intervals*  
NOT USED

*Table 3.1b: Evening Peak Service Intervals*  
NOT USED

### *Service Intervals*

- 3.1 In respect of each Service specified in column 1 of Tables 3.1(a) and 3.1(b), and subject to paragraphs 3.3 and 3.4, the Train Operator has Firm Rights to the minimum number of Passenger Train Slots during the times shown in column 2 of Table 3.1(a) and Table 3.1(b), arriving at the station shown in column 2 of Table 3.1(a) and departing from the station shown in column 2 of Table 3.1(b), being the component parts of, and not additional to, the quanta shown in column 2 of Table 2.1.
- 3.2 In respect of each Service specified in column 1 of Table 3.1, [3.1(a) and 3.1(b),] and subject to paragraphs 3.3 and 3.4, the Train Operator has Firm Rights to:
- (a) the interval between Passenger Train Slots shown in column 3 of Table 3.1 from the station shown in column 2 of that Table, being a station of origin or an intermediate station;
  - (b) the minimum interval between Passenger Train Slots shown in column 3 of Table 3.1(a) arriving at the station shown in that column, being a destination station or an intermediate station; and
  - (c) the minimum interval between Passenger Train Slots shown in column 3 of Table 3.1(b) departing from the station shown in that column, being a station of origin or an intermediate station.
- 3.3 The Firm Rights specified in paragraphs 3.1 and 3.2 may only be Exercised if the Access Proposal or Rolled Over Access Proposal for each such Service complies with the Regular Calling Pattern or Reduced Regular Calling Pattern and the Specified Equipment is capable of achieving the Timing Load specified for each such Service.
- 3.4 Network Rail shall be entitled to vary:
- (a) any one or more departures from the station named in column 2 of Table 3.1 and named in column 3 of Table 3.1(b) by up to the number of minutes specified in column 4 of Table 3.1 and column 3 of Table 3.1(b); and
  - (b) any one or more arrivals at the station named in column 3 of Table 3.1(a) by up to the number of minutes specified in column 3 of Table 3.1(a),
- with the effect that the interval between any two or more of such Passenger Train Slots may be less than or more than that specified in column 3 of Table 3.1, 3.1(a) and 3.1(b), provided that the cumulative effect of such flexing over a period of 60 minutes shall not reduce the Train Operator's entitlement to its full quantum of Passenger Train Slots.



## 4 Calling Patterns <sup>14th SA</sup>

*Table 4.1: Calling Patterns*

1					2	3
<b>Service Group: ET01</b>						
<b>Service description: Thameslink North Outer</b>						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
St Pancras International	Bedford		1.1	22720000	West Hampstead Thameslink, St Albans City, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington, Flitwick	
St Pancras International	Bedford		1.2	22720000	Kentish Town, West Hampstead Thameslink, Cricklewood, Hendon, Mill Hill Broadway, Elstree & Borehamwood, Radlett, St Albans City, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington, Flitwick	
St Pancras International	Bedford		1.3	22720000	St Albans City, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington, Flitwick	
St Pancras International	Bedford		1.4	22720000	St Albans City, Harpenden, Luton, Flitwick	Luton Airport Parkway
St Pancras International	Bedford		1.5	22720000	Luton Airport Parkway, Luton	Leagrave, Harlington Flitwick
Bedford	St Pancras		1.6	22720000	Flitwick, Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden, St Albans City, Radlett, Elstree & Borehamwood,	

1					2	3
Service Group: ET01						
Service description: Thameslink North Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
					Mill Hill Broadway, Hendon, Cricklewood, West Hampstead Thameslink, Kentish Town	
Bedford	Blackfriars		1.7	22720000	Flitwick, Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden, St Albans City, West Hampstead Thameslink, St Pancras International , Farringdon, City Thameslink	
Bedford	Blackfriars		1.8	22720000	Flitwick, Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden, St Albans City , Radlett, Elstree & Borehamwood, Mill Hill Broadway, Hendon, Cricklewood, West Hampstead Thameslink, Kentish Town, St Pancras International , Farringdon, City Thameslink	
Bedford	Blackfriars		1.9	22720000	Flitwick, Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden, St Albans City, St Pancras International , Farringdon, City Thameslink	
Bedford	Blackfriars		1.10	22720000	Flitwick, Leagrave, Luton, Harpenden, St Albans City, St Pancras Intentional, Farringdon, City Thameslink	Harlington
Bedford	Blackfriars		1.11	22720000	Luton, St Albans City, St Pancras International , Farringdon, City Thameslink	Luton Airport Parkway

1					2	3
Service Group: ET01						
Service description: Thameslink North Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Flitwick	Blackfriars		1.12	22720000	Harlington, Leagrave, Luton, Luton Airport Parkway, Harpenden, St Albans City, St Pancras International , Farringdon, City Thameslink	
Luton	Blackfriars		1.13	22720000	Luton Airport Parkway, St Albans, St Pancras International , Farringdon, City Thameslink	

1					2	3
Service Group: ET02						
Service description: Thameslink Sussex Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Blackfriars	Brighton	London Bridge	2.1	22721000	London Bridge, East Croydon, Gatwick Airport, Three Bridges, Balcombe, Haywards Heath, Wivelsfield, Burgess Hill	Hassocks, Preston Park
Blackfriars	Brighton	London Bridge	2.2	22721000	London Bridge, East Croydon, Gatwick Airport, Three Bridges, Haywards Heath, Burgess Hill, Hassocks, Preston Park	
Blackfriars	Brighton	Selhurst	2.3	22721000	East Croydon, Gatwick Airport, Three Bridges, Haywards Heath, Wivelsfield, Burgess Hill, Hassocks, Preston Park	Purley, Redhill, Horley, Balcombe
London Bridge	Brighton		2.4	22721000	East Croydon, Gatwick Airport, Three Bridges, Balcombe, Haywards Heath, Burgess Hill, Hassocks	
Brighton	St Pancras International	London Bridge	2.5	22721000	Burgess Hill, Wivelsfield, Haywards Heath, Balcombe, Three Bridges, Gatwick Airport, East Croydon, London Bridge, Blackfriars, City Thameslink, Farringdon	Preston Park, Hassocks
Brighton	St Pancras International	London Bridge	2.6	22721000	Preston Park, Hassocks, Burgess Hill, Haywards Heath, Three Bridges, Gatwick Airport, East Croydon, London Bridge, Blackfriars, City Thameslink, Farringdon	
Brighton	St Pancras International	Selhurst	2.7	22721000	Preston Park, Hassocks, Burgess Hill, Wivelsfield, Haywards Heath, Three Bridges, Gatwick Airport, East Croydon	Balcombe, Redhill
Brighton	London Bridge		2.8	22721000	East Croydon, Gatwick Airport, Three Bridges, Balcombe, Haywards Heath, Burgess Hill, Hassocks	

1					2	3
Service Group: ET02						
Service description: Thameslink Sussex Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Blackfriars	Littlehampton	London Bridge & Haywards Heath	2.9	22721000	London Bridge, East Croydon, Three Bridges, Haywards Heath, Preston Park, Hove, Portslade, Shoreham-by-Sea, Lancing, Worthing, West Worthing, Durrington-on-Sea, Goring-by-Sea, Angmering	
Littlehampton	St Pancras International	London Bridge & Haywards Heath	2.10	22721000	Angmering, Goring-by-Sea, Durrington-on-Sea, West Worthing, Worthing, Lancing, Shoreham-by-Sea, Portslade, Hove, Preston Park, Haywards Heath, Three Bridges, East Croydon, London Bridge, Blackfriars, City Thameslink, Farringdon	
Littlehampton	Haywards Heath		2.11	22721000	Angmering, Goring-by-Sea, Durrington-on-Sea, West Worthing, Worthing, Lancing, Shoreham-by-Sea, Portslade, Hove, Preston Park	
Blackfriars	Gatwick Airport	London Bridge	2.12	22729000	London Bridge, Norwood Junction, East Croydon, Purley, Redhill, Earlswood, Salfords, Horley	Coulsdon South, Merstham
London Bridge	Gatwick Airport		2.13	22729000	East Croydon, Purley, Redhill, Earlswood, Salfords, Horley	
Gatwick Airport	St Pancras International	London Bridge	2.14	22729000	Horley, Salfords, Earlswood, Redhill, Purley, East Croydon, Norwood Junction, London Bridge, Blackfriars, City Thameslink, Farringdon,	Merstham, Coulsdon South

1					2	3
Service Group: ET02						
Service description: Thameslink Sussex Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Blackfriars	Three Bridges	London Bridge	2.15	22729000	London Bridge, East Croydon, Gatwick Airport	Norwood Junction, Purley, Coulsdon South, Merstham, Redhill, Horley,
Blackfrairs	Three Brides	Selhurst	2.16	22729000	Gatwick Airport, East Croydon, London Bridge, Blackfriars, City Thameslink, Farringdon	Horley, Salfords, Redhill, Purley
London Bridge	Three Bridges		2.17	22729000	East Croydon, Gatwick Airport	
Three Bridges	St Pancras International	London Bridge	2.18	22729000	Gatwick Airport East Croydon, London Bridge, Blackfriars, City Thameslink, Farringdon	Redhill, Purely
Three Bridges	St Pancras International	Selhurst	2.19	22729000	Gatwick Airport, East Croydon, Blackfriars	City Thameslink, Farringdon
Three Bridges	London Brodge		2.20	22729000	Gatwick Airport, Horsley, Salfords, Earlswood, Redhill, Mersham, Coulsdon South, Purley, East Cryodon, Norwood Junction	
Blackfriars	Horsham	London Bridge	2.21	22729000	London Bridge, East Croydon, Coulsdon South, Merstham, Redhill, Gatwick Airport, Three Bridges, Crawley, Ifield, Littlehaven,	Norwood Jn, Purley, Earlswood, Salfords, Faygate
London Bridge	Horsham		2.22	22729000	Norwood Junction, East Croydon, Purley, Coulsdon South, Merstham, Redhill, Earlswood, Salfords, Horley, Gatwick Airport, Three Bridges, Crawley, Ifield, Littlehaven	

1					2	3
Service Group: ET02						
Service description: Thameslink Sussex Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Horsham	St Pancras International	London Bridge	2.23	22729000	Littlehaven, Ifield, Crawley, Three Bridges, Gatwick Airport, Redhill, Merstham, Coulsdon South, East Croydon, London Bridge, Blackfriars, City Thameslink, Farringdon	Faygate, Salfords, Earlswood, Purley, Norwood Junction
Horsham	St Pancras International	Crystal Palace	2.24	22729000	Littlehaven, Ifield, Crawley, Three Bridges, Gatwick Airport, Redhill, Merstham, Coulsdon South, East Croydon, London Bridge, Blackfriars, City Thameslink, Farringdon	Faygate, Salfords, Earlswood, Purley, Norwood Junction
Horsham	London Bridge		2.25	22729000	Littlehaven, Ifield, Crawley, Three Bridges, Gatwick Airport, Horley, Salfords, Earlswood, Redhill, Merstham, Coulsdon South, Purley, East Croydon, Norwood Junction	
Horsham	Three Bridges		2.26	22729000	Littlehaven, Ifield, Crawley	
Blackfriars	East Grinstead	London Bridge	2.27	22729001	London Bridge, East Croydon, South Croydon, Sanderstead, Riddlesdown, Upper Warlingham, Woldingham, Oxted, Hurst Green, Lingfield, Dormans	Norwood Junction
London Bridge	East Grinstead		2.28	22729001	East Croydon, South Croydon, Sanderstead, Riddlesdown, Upper Warlingham, Woldingham, Oxted, Hurst Green, Lingfield, Dormans	Norwood Junction

<b>1</b>					<b>2</b>	<b>3</b>
<b>Service Group: ET02</b>						
<b>Service description: Thameslink Sussex Outer</b>						
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Regular Calling Pattern</b>	<b>Additional stations</b>
East Grinstead	St Pancras International	London Bridge	2.39	22729001	Dormans, Lingfield, Hurst Green, Oxted, Woldingham, Upper Warlingham, Riddlesdown, Sanderstead, South Croydon, East Croydon, London Bridge, London Blackfriars, City Thameslink, Farringdon	Norwood Junction
East Grinstead	London Bridge		2.30	22729001	Dormans, Lingfield, Hurst Green, Oxted, Woldingham, Upper Warlingham, Riddlesdown, Sanderstead, South Croydon, East Croydon,	
London Bridge	Gatwick Airport	Quarry Lines	2.31	22729000	East Croydon	
London Bridge	Horsham	Quarry Lines	2.32	22729000	East Croydon, Gatwick, Three Bridges, Crawley	



1					2	3
Service Group: ET03						
Service description: Thameslink South Metro						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Orpington	St Pancras	Catford	3.1	22742000	Petts Wood, Bickley, Bromley South, Shortlands, Ravensbourne, Beckenham Hill, Bellingham, Catford, Crofton Park, Nunhead, Peckham Rye, Denmark Hill, Elephant & Castle, Blackfriars, City Thameslink and Farringdon	
Orpington	Blackfriars	Catford	3.2	22742000	Petts Wood, Bickley, Bromley South, Shortlands, Ravensbourne, Beckenham Hill, Bellingham, Catford, Crofton Park, Nunhead, Peckham Rye, Denmark Hill, Elephant & Castle	
Orpington	London Victoria	Catford	3.3	22742000	Petts Wood, Bickley, Bromley South, Shortlands, Ravensbourne, Beckenham Hill, Bellingham, Catford, Crofton Park, Nunhead, Peckham Rye, Denmark Hill	
Sevenoaks	Blackfriars	Swanley & Catford	3.5	22742000	Bat & Ball, Otford, Shoreham (Kent), Eynsford, Swanley, St Mary Cray, Bickley, Bromley South, Shortlands, Ravensbourne, Beckenham Hill, Bellingham, Catford, Crofton Park, Nunhead, Peckham Rye, Denmark Hill and Elephant & Castle	
Sevenoaks	London Victoria	Swanley & Catford	3.6	22742000	Bat & Ball, Otford, Shoreham (Kent), Eynsford, Swanley, St Mary Cray, Bickley, Bromley South, Shortlands, Ravensbourne, Beckenham Hill, Bellingham, Catford, Crofton Park, Nunhead, Peckham Rye, Denmark Hill	

1					2	3
Service Group: ET03						
Service description: Thameslink South Metro						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Sutton	St Pancras	Wimbledon, Haydons Road and Tulse Hill	3.7	22722000	West Sutton, Sutton Common, St. Helier, Morden South, South Merton, Wimbledon Chase, Wimbledon, Haydons Road, Tooting, Streatham, Tulse Hill, Herne Hill, Loughborough Junction, Elephant & Castle, Blackfriars and City Thameslink and Farringdon	
Sutton	St Pancras	Mitcham Junction and Tulse Hill	3.8	22722000	Carshalton, Hackbridge, Mitcham Junction, Mitcham Eastfields, Streatham, Tulse Hill, Herne Hill, Loughborough Junction, Elephant & Castle, Blackfriars City Thameslink and Farringdon	
Sutton	St Pancras	Mitcham Junction and Tulse Hill	3.9	22722000	Carshalton, Hackbridge, Mitcham Junction, Mitcham Eastfields, Streatham, Tulse Hill, Herne Hill, Loughborough Junction, Elephant & Castle	
Blackfriars	Orpington	Catford	3.10	22742000	Elephant & Castle, Denmark Hill, Peckham Rye, Nunhead, Crofton Park, Catford, Bellingham, Beckenham Hill, Ravensbourne, Shortlands, Bromley South, Bickley and Petts Wood	
Blackfriars	Sevenoaks	Catford and Swanley	3.11	22742000	Elephant & Castle, Denmark Hill, Peckham Rye, Nunhead, Crofton Park, Catford, Bellingham, Beckenham Hill, Ravensbourne, Shortlands, Bromley South, Bickley, St Mary Cray, Swanley, Eynsford, Shoreham (Kent), Otford and Bat & Ball	
London	Sevenoaks	Catford and	3.12	22742000	Denmark Hill, Peckham Rye, Nunhead, Crofton Park, Catford, Bellingham, Beckenham Hill, Ravensbourne, Shortlands, Bromley	

1					2	3
Service Group: ET03						
Service description: Thameslink South Metro						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Victoria		Swanley			South, Bickley, St Mary Cray, Swanley, Eynsford, Shoreham (Kent), Otford and Bat & Ball	
Blackfriars	Sutton	Tulse Hill, Haydons Road and Wimbledon	3.13	22722000	Elephant & Castle, Loughborough Junction, Herne Hill, Tulse Hill, Streatham, Tooting, Haydons Road, Wimbledon, Wimbledon Chase, South Merton, Morden South, St. Helier, Sutton Common and West Sutton	
Blackfriars	Sutton	Tulse Hill and Mitcham Junction	3.14	22722000	Elephant & Castle, Loughborough Junction, Herne Hill, Tulse Hill, Streatham, Mitcham Eastfields, Mitcham Junction, Hackbridge and Carshalton	
London Bridge	Sutton	Tulse Hill and Mitcham Junction	3.15	22722000	Tulse Hill, Streatham, Mitcham Eastfields, Mitcham Junction, Hackbridge and Carshalton	

1					2	3
Service Group: ET04 <sup>36th SA</sup>						
Service description: Great Northern Metro						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Hertford North	Moorgate		4.1/4.15	21724000	Bayford, Cuffley, Crews Hill, Gordon Hill, Enfield Chase, Grange Park, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	
Hertford North	Moorgate		4.2/4.16	21724000	Cuffley, Gordon Hill, Enfield Chase, Grange Park, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	
Hertford North	Moorgate		4.3/4.17	21724000	Bayford, Cuffley, Crews Hill, Gordon Hill, Enfield Chase, Winchmore Hill, Palmers Green, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	
Stevenage	Moorgate	Hertford North	4.4/4.18	21724000	Watton-at-Stone, Hertford North, Cuffley, Gordon Hill, Enfield Chase, Winchmore Hill, Palmers Green, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	Bayford, Crews Hill, Grange Park, Bowes Park
Watton-on-Stone	Moorgate		4.5/4.19	21724000	Hertford North, Cuffley, Gordon Hill, Enfield Chase, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park,	

1					2	3
<b>Service Group: ET04</b> <sup>36th SA</sup>						
<b>Service description: Great Northern Metro</b>						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
					Highbury and Islington, Essex Road, Old Street	
Gordon Hill	Moorgate		4.6/4.20	21724000	Enfield Chase, Grange Park, Winchmore Hill, Palmers Green, Bowes Park, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	
Finsbury Park	Moorgate		4.7/4.21	21724000	Drayton Park, Highbury & Islington, Essex Road, Old Street.	
Welwyn Garden City	Moorgate		4.8/4.22	21723000	Hatfield, Welham Green, Brookmans Park, Potters Bar, Hadley Wood, New Barnet, Oakleigh Park, New Southgate, Alexandra Palace, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	
Welwyn Garden City	Moorgate		4.9/4.23	21723000	Hatfield, Potters Bar, Hadley Wood, New Barnet, Oakleigh Park, New Southgate, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	
Welwyn Garden City	Moorgate		4.10/4.24	21723000	Hatfield, Welham Green, Brookmans Park, Potters Bar, New Barnet, Alexandra Palace, Hornsey, Harringay, Finsbury Park, Drayton Park, Highbury & Islington, Essex Road, Old Street.	Hadley Wood, Oakleigh Park, New Southgate

1					2	3
Service Group: ET04 <sup>36th SA</sup>						
Service description: Great Northern Metro						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Welwyn Garden City	King's Cross		4.11/4.27	21723000	Hatfield, Welham Green, Brookmans Park, Potters Bar, Hadley Wood, New Barnet, Oakleigh Park, New Southgate, Alexandra Palace, Hornsey, Harringay, Finsbury Park,	
Welwyn Garden City	King's Cross		4.12/4.29	22723100	Hatfield, Potters Bar, New Barnet, Oakleigh Park, New Southgate, Finsbury Park	Hadley Wood
Kings Cross	Hertford North		4.25	21724000	Finsbury Park, Harringay, Hornsey, Alexandra Palace, Bowes Park, Palmers Green, Winchmore Hill, Grange Park, Enfield Chase, Gordon Hill, Cuffley	Crews Hill, Bayford
Kings Cross	Stevenage	Hertford North	4.26/4.31	21724000	Finsbury Park, Harringay, Hornsey, Alexandra Palace, Palmers Green, Winchmore Hill, Enfield Chase, Gordon Hill, Crews Hill, Cuffley, Bayford, Hertford North, Watton-at-Stone	
Kings Cross	Watton-at-Stone		4.30	21724000	Finsbury Park, Harringay, Hornsey, Alexandra Palace, Palmers Green, Winchmore Hill, Enfield Chase, Gordon Hill, Crews Hill, Cuffley, Bayford, Hertford North	

1					2	3
Service Group: ET05 <sup>34th SA</sup>						
Service description: Great Northern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Peterborough	Kings Cross	Welwyn Garden City	5.1/5.21	21727000	Huntingdon, St Neots, Biggleswade, Stevenage,	
Peterborough	Kings Cross	Welwyn Garden City	5.2/5.22	21727000	Huntingdon, St Neots, Sandy, Biggleswade, Arlesey, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfeild, Potters Bar, Finsbury Park	Hadley Wood, New Barnet, Oakleigh Park, New Southgate, Alexandra Palace
Peterborough	Kings Cross	Welwyn Garden City	5.3/5.23	21727000	Huntingdon, St Neots, Sandy, Biggleswade, Arlesey, Hitchin, Stevenage, Finsbury Park	
Peterborough	Blackfriars	Welwyn Garden City	5.4	22727100	Huntingdon, St Neots, Biggleswade, Arlesey, Hitchin Stevenage, Finsbury Park, St Pancras International, Farringdon, City Thameslink	Knebworth
Kings Lynn	Kings Cross	Welwyn Garden City	5.5/5.25	21725000	Watlington, Downham Market, Littleport, Ely, Waterbeach, Cambridge North, Cambridge	Royston, Ashwell & Morden, Letchworth Garden City, Hitchin, Stevenage, Finsbury Park
Kings Lynn	Kings Cross	Welwyn Garden	5.6	21725000	Watlington, Downham Market, Littleport, Ely, Foxton, Shepreth, Meldreth, Royston, Ashwell & Moden,	

1					2	3
<b>Service Group: ET05</b> <sup>34th SA</sup>						
<b>Service description: Great Northern Outer</b>						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
		City			Baldock, Letchworth Garden City, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar, Finsbury Park Waterbeach, Cambridge North, Cambridge	
Kings Lynn	Cambridge		5.7/5.26	21725000	Downham Market, Littleport, Ely, Cambridge North	
Ely	Kings Cross	Welwyn Garden City	5.8/5.27	21725000	Cambridge North, Cambridge,	Royston, Ashwell & Morden, Letchworth Garden City
Ely	Cambridge		5.9/5.28	21725000	Waterbeach, Cambridge North	
Cambridge	Blackfriars	Welwyn Garden City	5.13	22726100	Royston, Baldock, Letchworth Garden City, Hitchin, Stevenage, Finsbury Park, St Pancras International, Farringdon, City Thameslink	
Cambridge	Kings Cross	Welwyn Garden City	5.14/5.33	21725000	Royston, Letchworth Garden City	
Cambridge	Kings Cross	Welwyn Garden	5.15./5.34	217261000	Royston, Baldock, Letchworth Garden City, Hitchin, Stevenage, Finsbury Park	Ashwell & Morden



1					2	3
<b>Service Group: ET05</b> <sup>34th SA</sup>						
<b>Service description: Great Northern Outer</b>						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
		City				
Cambridge	Kings Cross	Welwyn Garden City	5.16/5.40	21726100	Foxton, Shepreth, Meldreth, Royston, Ashwell & Morden, Baldock, Letchworth Garden City, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar, Finsbury Park	
Kings Cross	Cambridge	Welwyn Garden City	5.35	21725000/ 21726000	Royston, Baldock, Letchworth Garden City, Hitchin, Stevenage, Finsbury Park	
Baldock	Kings Cross	Welwyn Garden City	5.17/5.32	21726000	Letchworth Garden City, Hitchin, Knebworth	Welwyn North, Finsbury Park
Royston	Kings Cross	Welwyn Garden City	5.18/5.38	21726000	Aswell & Morden, Baldock, Letchworth Garden City, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar, Finsbury Park	
Royston	Kings Cross	Welwyn Garden City	5.19/	22726100	Baldock, Letchworth Garden City, Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Potters Bar, Alexandra Palace Finsbury Park,	

1					2	3
<b>Service Group: ET05</b> <sup>34th SA</sup>						
<b>Service description: Great Northern Outer</b>						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Letchworth Garden City	Kings Cross	Welwyn Garden City	5.20/5.37	21726000	Hitchin, Stevenage, Knebworth, Welwyn North, Hatfield, Potters Bar, Finsbury Park	
St Pancras International	Peterborough	Welwyn Garden City	5.24	22727100	St Neots, Biggleswade, Finsbury Park, Stevenage, Hitchin, Arlesey, Biggleswade, St Neots, Huntingdon	
St Pancras International	Cambridge	Welwyn Garden City	5.31	22726100	Finsbury Park, Stevenage, Hitchin, Letchworth Garden City, Baldock, Royston	

1					2	3
<b>Service Group: ET07</b>						
<b>Service description: Southern Coastway (Non London)</b>						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Brighton	Lewes		7.1/7.2	24743000	London Road (Brighton), Moulsecoomb, Falmer	
Brighton	Seaford		7.4/7.5	24743000	London Road (Brighton), Moulescoomb, Falmer, Lewes, Southease, Newhaven Town, Newhaven Harbour, Bishopstone	
Lewes	Seaford		7.3	24743000	Southease, Newhaven Town, Newhaven Harbour, Bishopstone	
Brighton	Newhaven Harbour		7.6/7.7	24743000	London Road (Brighton), Moulescoomb, Falmer, Lewes, Southease, Newhaven Town	
Brighton	Eastbourne		7.8/7.9	24743000	Falmer, Lewes, Polegate, Hampden Park,	London Road (Brighton), Moulsecoomb, Glynde, Berwick
Brighton	Hastings		7.10/7.13	24743000	Falmer, Lewes, Glynde, Berwick, Polegate, Hampden Park, Eastbourne, Hampden Park, Prevensey & Westham, Normans Bay, Cooden Beach, Collington, Bexhill, St Leonards Warrior Square, Hastings	Pevensey Bay
Brighton	Hastings		7.11	24743000	Lewes, Polegate, Eastbourne, Hampden Park, Prevensey & Westham , Bexhill, St Leonards Warrior Square,	Falmer
Eastbourne	Hastings		7.12	24743000	Hampden Park, Bexhill, St Leonards Warrior Square	

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Service Group: ET07						
Service description: Southern Coastway (Non London)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Brighton	Ore		7.14 / 7.23	24743000	Falmer, Lewes, Glynde, Polegate, Eastbourne, Hampden Park, Prevensey & Westham, Bexhill, St Leonards Warrior Square, Hastings	Norman's Bay, Cooden Beach, Collington
Eastbourne	Ashford International		7.15/7.18	24743000	Hampden Park, Bexhill, St Leonards Warrior Square, Ore, Rye, Appledore, Ham Street	
Hastings	Ashford International		7.16/7.19	24743000	Ore, Rye, Appledore, Ham Street	Three Oaks, Doleman, Winchelsea
Rye	Ashford		7.17/7.20	24743000	Appledore, Ham Street	
Ore	Eastbourne		7.21/7.22	24743000	Hastings, St Leonards Warrior Square, Bexhill, Collington, Cooden Beach, Normans Beach, Pevensey & Westham, Hampden Park,	
Brighton	West Worthing		7.26/7.28	24744000	Hove, Aldrington, Portslade, Fishersgate, Southwick, Shoreham-by-Sea, Lancing, East Worthing, Worthing	
Brighton	Littlehampton		7.27/7.29	24744000	Hove, Portslade, , Shoreham-by-Sea, Lancing, East Worthing, Worthing, West Worthing	Aldrington, Fishersgate, Southwick, Durrington-on-Sea, Goring-by-Sea, Angmering

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Service Group: ET07						
Service description: Southern Coastway (Non London)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Brighton	Portsmouth Harbour		7.31/ 7.33	24744000	Hove, Portslade, Southwick, Shoreham-by-Sea, Lancing, Worthing, Angerming, Barham, Chichester, Southbourne, Emsworth, Havant, Fratton, Havant, Fratton, Portsmouth & Southsea	
Brighton	Portsmouth & Southsea		7.32/ 7.34	24744000	Hove, Portslade, Southwick, Shoreham-by-Sea, Lancing, Worthing, Angerming, Barham, Chichester, Southbourne, Emsworth, Havant, Fratton , Havant, Fratton,	Ford
Brighton	Southampton Central	Swanwick	7.35/ 7.38	24744000	Hove, Portslade, Southwick, Shoreham-by-Sea, Lancing, Worthing, Durrington-on-Sea, Goring-by-Sea, Angmering, Ford, Barnham, Chichester, Southbourne Emsworth, Havant, Cosham, Farham, Swanwick	Aldrington, Fishergate, East Worthing, Southbourne, Portchester, St Denys
Littlehampton	Southampton Central	Swanwick	7.37/7.41	24744000	Ford, Barnham, Chichester, Havant, Cosham, Portchester, Fareham, Swanwick, Netley, Woolston	Southbourne, Emsworth,
Southampton Central	Brighton	Eastleigh	7.39	24744000	Southampton Airport Parkway, Eastleigh, Cosham, Havant, Emsworth, Chichester, Barnham, Ford, Angmering, Goring-by Sea, Durrington-on-Sea, West Worthing, Worthing, Lancing, Shoreham-by-Sea, Southwick, Portslade, Hove	
Barnham	Southampton Central		7.36/7.40	24744000	Chichester, Havant, Cosham, Farham, Swanwick	

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Service Group: ET07						
Service description: Southern Coastway (Non London)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Barnham	Portsmouth Harbour		7.30	24744000	Chichester, Havant, Fratton, Portsmouth & Southsea	
Brighton	Chichester		7.42/ 7.43	24744000	Hove, Aldrington, Portslade, Fishersgate, Southwick, Shoreham-by-Sea, Lancing, East Worthing, Worthing, West Worthing, Durrington-on-Sea, Goring-by-Sea, Angmering. Ford, Barnham	
Brighton	Havant		7.44	24744000	Hove, Aldrington, Portslade, Fishersgate, Southwick, Shoreham-by-Sea, Lancing, East Worthing, Worthing, West Worthing, Durrington-on-Sea, Goring-by-Sea, Angmering. Ford, Barnham, Chichester,	
Littlehampton	Bognor Regis		7.47/ 7.49	24744000	Ford, Barnham	
Littlehampton	Chichester		7.48	24744000	Ford, Barnham	
Littlehampton	Portsmouth & Southsea		7.50/ 7.52	24744000	Ford, Barnham, Chichester, Fishbournre, Bosham, Nutbourne, Southbourne, Emsworth, Warblington, Havant, Bedhampton, Hilsea, Fratton	
Littlehampton	Portsmouth Harbour		7.51/ 7.53	24744000	Ford, Barnham, Chichester, Fishbournre, Bosham, Nutbourne, Southbourne, Emsworth, Warblington, Havant, Bedhampton, Hilsea, Fratton, Portsmouth & Southsea	

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Service Group: ET07						
Service description: Southern Coastway (Non London)						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Barnham	Portsmouth & Southsea		7.54	24744000	Chichester, Fishbourne, Bosham, Nutbourne, Southbourne, Emsworth, Warblington, Havant, Bedhampton, Hilsea, Fratton	
Brighton	Chichester		7.55	24744000	Hove, Aldrington, Portslade, Fishergate, Southwick, Shoreham-by-Sea, Lancing, East Worthing, Worthing, West Worthing, Durrington-on-Sea, Goring-by-Sea, Angmering, Littlehampton, Ford, Barnham	

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<b>Service Group: ET08</b>						
<b>Service description: Southern Outer</b>						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Victoria	East Grinstead		8.1/8.2	24749000	Clapham Junction, East Croydon, Sanderstead, Riddlesdown, Upper Warlingham, Woldingham, Oxted, Hurst Green, Lingfield, Dormans	
London Victoria	Oxted		8.3	24749000	Clapham Junction, East Croydon, South Croydon, Sanderstead, Riddlesdown, Upper Warlingham, Woldingham	
London Bridge	Uckfield		8.4/8.7	24749000	East Croydon, Oxted, Hurst Green, Edenbridge Town, Hever, Cowden, Ashurst, Eridge, Crowborough, Buxted	
East Croydon	Uckfield		8.5/8.8	24749000	Oxted, Hurst Green, Edenbridge Town, Hever, Cowden, Ashurst, Eridge, Crowborough, Buxted	
Oxted	Uckfield		8.6/8.9	24749000	Hurst Green, Edenbridge Town, Hever, Cowden, Ashurst, Eridge, Crowborough, Buxted	
London Victoria	Reigate		8.10/8.11	24745000	Clapham Junction, East Croydon, Purley, Coulsdon South, Merstham, Redhill and Reigate	
London Victoria	Gatwick Airport		8.13	24747000/ 24748000	Clapham Junction, East Croydon, Purley, Coulsdon South, Merstham, Redhill, Earlswood, Salfords, Horley	Selhurst
Gatwick Airport	London Victoria		8.14	24745000	Horley, Salfords, Earlswood, Redhill, Merstham, Coulsdon South, Purley, East Croydon, Clapham Junction	



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Service Group: ET08						
Service description: Southern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Redhill	Gatwick Airport		8.15	24745000	Earlswood, Salfords, Horley	
Redhill	Three Bridges		8.16	24745000	Earlswood, Salfords, Horley, Gatwick Airport	
Redhill	Tonbridge		8.17/8.18	24745000	Nutfield, Godstone, Edenbridge, Penhurst, Leigh	
London Victoria	Brighton		8.19/8.20	24747000	Clapham Junction, East Croydon, Gatwick Airport, Haywards, Bursgess Hill, Hassocks	
Brighton	Haywards Heath		8.21	24747000	Preston Park	
London Victoria	Southampton Central	Horsham	8.22	24748000	Clapham Junction, East Croydon, Gatwick Airport, Three Bridges, Crawley, Horsham, Barnham, Chichester, Southbourne, Emsworth, Havant, Cosham, Portchester, Fareham, Swanwick	Ifield, Littlehaven, St Denys
Gatwick Airport	Southampton Central	Horsham	8.23	24748000	Three Bridges, Crawley, Horsham, Christ's Hospital, Billingshurst, Pulborough, Amberley, Arundel, Ford, Barnham, Chichester, Southbourne, Emsworth, Havant, Cosham, Portchester, Fareham, Swanwick, Woolston	
London Victoria	Portsmouth Harbour	Horsham	8.24	24748000	Clapham Junction, East Croydon, Gatwick Airport, Three Bridges, Crawley, Horsham, Barnham, Chichester, Havant, Fratton, Portsmouth & Southsea	Ifield, Littlehaven, Southbourne, Emsworth,
London Victoria	Portsmouth & Southsea	Horsham	8.25	24748000	Clapham Junction, East Croydon, Gatwick Airport, Three	Ifield, Littlehaven Christ's

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Service Group: ET08						
Service description: Southern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
					Bridges, Crawley, Horsham, Barnham, Chichester, Fishbourne, Southbourne, Emsworth, Havant, Fratton,	Hospital, Billingshurst, Pulborough, Amberley, Arundel, Ford, Bosham, Nutbourne, Warblington,
London Bridge	Portsmouth Harbour	Horsham	8.26	24748000	East Croydon, Gatwick Airport, Three Bridges, Crawley, Horsham, Barnham, Chichester, Fishbourne, Bosham, Havant, Fratton, Portsmouth & Southsea	
London Victoria	Bognor Regis	Horsham	8.28/8.35	24748000	Clapham Junction, East Croydon, East Croydon, Gatwick Airport, Three Bridges, Crawley, Horsham , Billingshurst, Pulborough, Arundel, Ford, Barnham	Coulsdon South, Ifield, Littlehaven, Christ's Hospital, Amberley
London Victoria	Bognor Regis	Haywards Heath	8.27	24746000	Clapham Junction, East Croydon, Gatwick Airport, Haywards Heath, Preston Park, Hove, Portslade, Southwick, Shoreham-by-Sea, Lancing, Worthing, Durrington-on-Sea, Goring-by-Sea, Angmering, Ford, Barnham,	
London Victoria	Chichester	Horsham	8.29	24748000	Clapham Junction, East Croydon, East Croydon, Gatwick Airport, Three Bridges, Crawley, Horsham, Christ's Hospital, Billingshurst, Pulborough, Amberley, Arundel, Ford, Barnham	
London Victoria	Chichester	Haywards Heath	8.30	24746000	Clapham Junction, East Croydon, Gatwick Airport, Haywards Heath, Preston Park, Hove, Portslade, Southwick, Shoreham-by-Sea, Lancing, Worthing, West Worthing, Durrington-on-Sea, Goring-by-Sea, Angering, Ford, Barnham	

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Service Group: ET08						
Service description: Southern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Victoria	Horsham	Gatwick Airport	8.31	24748000	Clapham Junction, East Croydon, Gatwick Airport, Three Bridges, Crawley	
Horsham	Bognor Regis	Horsham	8.32	24748000	Christ 's Hospital, Billingshurst, Billingshurst, Pulborough, Amberley, Arundel, Ford, Barnham	
Bognor Regis	London Bridge	Horsham	8.34	24748000	Barnham, Ford, Arundel, Amberley, Pulborough, Billingshurst, Christ's Hospital, Horsham, Crawley, Three Bridges, Gatwick Airport, East Croydon,	
Havant	London Victoria	Horsham	8.36	24748000	Chichester, Barnham, Arundel, Pulborough, Billingshurst, Christ's Hospital, Horsham, Crawley, Three Bridges, Gatwick Airport, East Croydon, Clapham Junction	
Horsham	London Victoria	Gatwick Airport	8.37	24748000	Littlehaven, Ifield, Crawley, Three Bridges, Gatwick Airport, East Croydon, Clapham Junction	Redhill, Purley
Southampton Central	Horsham		8.38	24748000	Swanwick, Fareham, Porchester, Cosham, Havant, Emsworth, Southbourne, Chichester, Barnham	St Denys
Portsmouth Harbour	Horsham		8.39	24748000	Portsmouth & Southsea, Fratton, Havant, Chichester, Barnham,	Hilesa, Bedhampton, Warblington, Emsworth, Southbourne, Nutbourne, Bosham, Fishbourne
Portsmouth and Southsea	Horsham		8.40	24748000	Fratton, Bedhampton, Havant, Chichester, Barnham,	

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Service Group: ET08						
Service description: Southern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Portsmouth Harbour	Barnham		8.41	24748000	Portsmouth & Southsea, Fratton, Havant, Emsworth, Southbourne, Chichester	
Southampton Central	Three Bridges	Horsham	8.42	24748000	Swanwick, Fareham, Portchester, Cosham, Havant , Warblington, Emsworth, Southbourne, Nutbourne, Bosham, Fishbourne, Chichester, Barnham, Ford, Arundel, Amberley Pulborough, Billinghamurst, Christ's Hospital, Horsham, Crawley	
London Victoria	Ore	Haywards Heath	8.43	24746000	Clapham Junction, East Croydon, Gatwick Airport, Haywards Heath, Plumpton, Lewes, Polegate, Hampden Park, Eastbourne, Hampden Park, Pevensey & Westham, Normans Bay, Cooden Beach, Collington, Bexhill, St Leonards Warrior Square, Hastings	
London Victoria	Worthing	Haywards Heath	8.44	24746000	Clapham Junction, East Croydon, Gatwick Airport, Three Bridges, Hove, Portslade, Shoreham-by-Sea, Lancing,	
London Victoria	Littlehampton	Haywards Heath	8.45/8.51	24746000	Clapham Junction, East Croydon, Gatwick Airport, Haywards Heath, Preston Park, Hove, Portslade, Shoreham-by-Sea, Lancing, Worthing, West Worthing, Durrington-on-Sea, Goring-by-Sea, Angmering	
Haywards Heath	Littlehampton		8.46/8.52	24746000	Hove, Preston Park, Portslade, Shoreham-by-Sea, Lancing, Worthing, West Worthing, Durrington-on-Sea, Goring-by-Sea, Angmering	

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Service Group: ET08						
Service description: Southern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Haywards Heath	Worthing		8.47	24746000	Hove, Portslade, Southwick, Shoreham-by-Sea, Lancing	
Haywards Heath	Eastbourne		8.48	24746000	Wivelsfield, Cooksbridge, Lewes, Polegate, Hampden Park	
London Victoria	Eastbourne		8.49/8.53	24746000	Clapham Junction, East Croydon, Gatwick Airport, Haywards Heath, Wivelsfield, Cooksbridge, Lewes, Polegate, Hampden Park	
London Bridge	Eastbourne		8.50/8.54	24746000	East Croydon, Gatwick Airport, Haywards Heath, Wivelsfield, Plumpton, Cooksbridge, Lewes, Glynde, Berwick, Polegate, Hampden Park	
Hastings	London Victoria	Haywards Heath	8.55/8.56	24746000	Hastings, St Leonards Warrior Square, Bexhill, Collington, Cooden Beach, Pevensey & Westham Hampden Park, Polegate, Lewes, Cooksbridge Plumpton, Wivelsfield, Haywards Heath, Gatwick Airport, East Croydon, Clapham Junction	
Seaford	London Victoria		8.57	24746000	Bishopgate, Newhaven Harbour, Newhaven Town, Lewes, Cooksbridge, Wivelsfield, Haywards Heath, Gatwick Airport, East Croydon, Clapham Junction	
Ore	London Victoria	Haywards Heath	8.58	24746000	Hastings, St Leonards Warrior Square, Bexhill, Collington, Cooden Beach, Pevensey & Westham,, Eastbourne, Hampden Park, Polegate, Lewes, Cooksbridge, Plumpton,	

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Service Group: ET08						
Service description: Southern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
					Wivelsfield, Haywards Heath	
Ore	Haywards Heath		8.59/8.61	24746000	Hastings, St Leonards Warrior Square, Bexhill, Collington, Cooden Beach, Normans Bay, Pevensey & Westham, Hampden Park, Eastbourne, Hampden Park, Polegate, Lewes, Plumpton, Gatwick Airport, Horley, East Croydon, Clapham Junction	
Lewes	Seaford		8.62	24746000	Newhaven Town, Newhaven Harbour, Bishopgate	
London Victoria	Horsham	Mitcham Junction	8.64/8.68	24780000	Clapham Junction, Carshalton, Sutton, Cheam, Ewell East, Epsom, Ashted, Leatherhead, Dorking, Holmwood, Ockley, Warnham	Boxhill & Westhumble
London Victoria	Dorking	Mitcham Junction	8.63/8.69	24780000	Clapham Junction, Carshalton, Sutton, Cheam, Epsom, Ashted, Leatherhead	
London Bridge	Guildford	West Croydon	8.66/8.71	24780000	Norwood Junction, West Croydon, Waddon, Wallington, Carshalton Beeches, Sutton, Cheam, Ewell East, Epsom, Ashstead, Leatherhead, Bookham, Effingham Junction, Horsley, Clandon, London Road, (Guildford)	
London Bridge	Epsom	West Croydon	8.67/8.72	24780000	Norwood Junction, West Croydon, Waddon, Wallington, Carshalton Beeches, Sutton, Cheam, Ewell East	
Dorking	West Croydon		8.73	24780000	Leatherhead, Ashstead, Epsom, Cheam, Sutton, Carshalton Beeches, Wallington, Waddon,	

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Service Group: ET08						
Service description: Southern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
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Service Group: ET09						
Service description: Southern Metro						
Between	And	Via	Description	TSC	Regular Calling Pattern	
London Victoria	Crystal Palace	Streatham Hill	9.1/9.3	24782000	Battersea Park, Clapham Junction, Wandsworth Common, Balham, Streatham Hill, West Norwood, Gipsy Hill	
Streatham Hill	Crystal Palace	Gipsy Hill	9.2/9.4	24782000	West Norwood, Gipsy Hill	
London Bridge	Crystal Palace	Sydenham	9.5/9.6	24783000	New Cross Gate, Brockley, Honor Oak Park, Forest Hill, Sydenham,	
London Victoria	West Croydon	Streatham Hill	9.7/9.7	24782000	Battersea Park, Clapham Junction, Wandsworth Common, Balham, Streatham Hill, West Norwood, Gipsy Hill, Crystal Palace, Norwood Junction	
Norwood Junction	London Victoria	Streatham Hill	9.9/9.53	24782000	Crystal Place, Gipsy Hill, West Norwood, Streatham Hill, Balham, Wandsworth Common, Clapham Jn, Battersea Park,	

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Service Group: ET08						
Service description: Southern Outer						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Victoria	Epsom Downs	Norbury	9.10/9.12	24782000	Battersea Park, Clapham Junction, Wandsworth Common, Balham, Streatham Common, Norbury, Thornton Heath, Selhurst, West Croydon, Waddon, Wallington, Carshalton Beeches, Sutton, Belmont, Banstead	
Selhurst	Epsom Downs	West Croydon	9.11	24782000	Selhurst, West Croydon, Waddon, Wallington, Carshalton Beeches, Sutton, Belmont, Banstead	



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Service Group: ET09					
Service description: Southern Metro					
Between	And	Via	Description	TSC	Regular Calling Pattern
Selhurst	London Victoria	Norbury	9.13/9.14	24782000	Thornton Heath, Norbury, Streatham Common, Balham, Wandsworth, Clapham Junction, Battersea
London Victoria	East Croydon	Norbury	9.15	24782000	Battersea Park, Clapham Junction, Wandsworth Common, Balham, Streatham Common, Norbury, Thornton Heath, Selhurst,
London Bridge	West Croydon	Sydenham	9.16	24783000	New Cross Gate, Brockley, Honar Oak Park, Forest Hill, Sydenham, Penge West, Anerley,
London Bridge	Coulsdon Town	Sydenham	9.17/9.18	24783000	New Cross Gate, Brockley, Honor Oak Park, Forest Hill, Sydenham, Penge West, Anerley, Norwood Junction, East Croydon, South Croydon, Purley Oaks, Reedeham,
London Victoria	Epsom	Hackbridge	9.19/9.20	24785000	Clapham Junction, Balham, Mitcham Junction, Hackbridge, Carshalton, Sutton, Cheam, Ewell East
Epsom	London Victoria	Norbury	9.21	24782000	Ewell East, Cheam, Sutton, Carshalton Beeches, Wallington, Waddon, West Croydon, Selhurst, Thornton Heath, Norbury, Streatham Common, Balham, Wandsworth Common, Clapham Junction, Battersea Park
London Victoria	Caterham	Norbury	9.25/9.32	24786000	East Croydon, South Croydon, Purley Oaks, Purley Kenley, Whyteleafe, Whyteleafe South
London Victoria	Tattenham Corner	Norbury	9.26	24786000	East Croydon, South Croydon, Purley Oaks, Purley, Reedham, Coulsdon Town, Woodmansterne, Chipstead, Kingswood, Tadworth
London Bridge	Caterham	Sydenham	9.27/9.33	24786000	East Croydon, South Croydon, Purley Oaks, Purley Kenley, Whyteleafe, Whyteleafe South

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Service Group: ET09					
Service description: Southern Metro					
Between	And	Via	Description	TSC	Regular Calling Pattern
London Bridge	Caterham	Peckham Rye	9.29/9.35	24787000	South Bermondsey, Queens Road Peckham, Peckham Rye, East Dulwich, North Dulwich, Tulse Hill, Streatham, Streatham Common, Norbury, Thornton Heath, Selhurst, East Croydon, Purley, Kenley, Whyteleafe, Whyteleafe South
London Bridge	Caterham	Sydenham	9.28/9.33	24786000	New Cross Gate, Brockley, Honor Oak Park, Forest Hill, Sydenham Hill, Penge West, Anerley, Norwood Junction, East Croydon, South Croydon, Purley Oaks, Purley Kenley, Whyteleafe, Whyteleafe South
Purley	Tattenham Corner	Sydenham	9.30/9.31	24786000	Reedham, Coulsdon Town, Woodmansterne, Chipstead, Kingswood, Tadworth
London Bridge	Beckenham Junction	Peckham Rye	9.36/9.37	24787000	South Bermondsay, Queens Road Peckham, Peckham Rye, East Dulwich, North Dulwich, Tulse Hill, West Norwood, Gipsy Hill, Crystal Palace, Birkbeck
London Bridge	Selhurst	Peckham Rye	9.38/9.389	24787000	South Bermondsey, Queens Road Peckham, Peckham Rye, East Dulwich, North Dulwich, Tulse Hill, Streatham, Streatham Common, Norbury, Thornton Heath
London Bridge	Sutton	Peckham Rye & Hackbridge	9.40/9.42	24787000	South Bermondsey, Queens Road Peckham, Peckham Rye, East Dulwich, North Dulwich, Tulse Hill, Streatham, Mitcham Eastfields, Mitcham Junction, Hackbridge, Carshalton
London Bridge	Sutton	Sydenham	9.41	24783000	Norwood Junction, New Cross Gate, West Croydon, Wallington

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Service Group: ET09					
Service description: Southern Metro					
Between	And	Via	Description	TSC	Regular Calling Pattern
Sutton	London Bridge	Wallington and Peckham Rye	9.43	24787000	Wallington, West Croydon, Selhurst, Thornton Heath, Norbury, Streatham Common, Tulse Hill, North Dulwich, East Dulwich, Peckham Rye, Queens Road Peckham, South Bermondsey
Streatham Hill	London Bridge	Tulse Hill	9.44	24787000	Tulse Hill, North Dulwich, Peckham Rye, South Bermondsey
London Bridge	Crystal Palace	Tulse Hill	9.45/9.47	24787000	Peckham Rye, North Dulwich, Tulse Hill
London Bridge	Crystal Palace	Sydenham	9.46/9.48	24783000	New Cross Gate, Brockley, Honor Park, Forest Hill
London Bridge	East Croydon	Sydenham	9.49	24783000	New Cross Gate, Brockley, Honor Park, Forest Hill, Sydenham, Penge West, Anerley, Norwood Junction
London Bridge	East Croydon	Tulse Hill	9.50/9.51	24787000	Peckham Rye, East Dulwich, North Dulwich, Tulse Hill, Streatham, Streatham Common, Norbury, Thornton Heath, Selhurst
London Bridge	Norwood Junction	Tulse Hill	9.52	24787000	South Bermondsey, Queens Road Peckham, Peckham Rye, East Dulwich, North Dulwich, Tulse Hill, West Norwood, Gipsy Hill, Crystal Palace,
London Victoria	Sutton	Norbury	9.54/9.55	24782000	Battersea Park, Clapham Junction, Wandsworth Common, Balham, Streatham Common, Norbury, Thornton Heath, Selhurst, West Croydon, Waddon, Wallington, Carshalton Beeches

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<b>Service Group: ET11</b>						
<b>Service description: Gatwick Express</b>						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Victoria	Brighton		11.1/11.3	24969000	Gatwick Airport	Haywards Heath, Burgess Hill, Hassocks

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Service Group: ET12						
Service description: Thameslink North Metro						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
St Pancras International	Luton		12.1	22728000	West Hampstead Thameslink, Mill Hill Broadway, Elstree and Borehamwood, Radlett, St Albans City, Harpenden, Luton Airport Parkway	Kentish Town, Hendon, Cricklewood
St Pancras International	St Albans		12.2	22728000	Kentish Town, West Hampstead Thameslink, Cricklewood, Hendon, Mill Hill Broadway, Elstree and Borehamwood, Radlett,	
St Pancras International	West Hampstead Thameslink		12.3	22728000	Kentish Town	
Luton	Blackfriars		12.5	22728000	Luton Airport Parkway, Harpenden, St Albans City, Radlett, Elstree & Borehamwood, Mill Hill Broadway, West Hampstead Thameslink, London St Pancras International, Farringdon, City Thameslink	Hendon, Cricklewood, Kentish Town
Luton	St Pancras		12.6	22728000	Luton Airport Parkway, Harpenden, St Albans City, Radlett, Elstree & Borehamwood, Mill Hill Broadway, Hendon, Cricklewood, West Hampstead Thameslink, Kentish Town	
St Albans	Blackfriars		12.7	22728000	Radlett, Elstree & Borehamwood, Mill Hill Broadway, Hendon, Cricklewood, West Hampstead Thameslink, Kentish Town, St Pancras International, Farringdon, City Thameslink	

1					2	3
Service Group: ET12						
Service description: Thameslink North Metro						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
West Hampstead Thameslink	Blackfriars		12.8	22728000	St Pancras International, Farringdon, City Thameslink	
Kentish Town	Blackfriars		12.9	22728000	St Pancras International, Farringdon, City Thameslink	
St Pancras International	Blackfriars		12.10	22728000	Farringdon, City Thameslink	

1					2	3
Service Group: ET13						
Service description: Thameslink Kent Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Rainham	St Pancras International	Greenwich and London Bridge	13.1	22761000	Gillingham, Chatham, Rochester, Strood, Higham, Gravesend, Northfleet, Swanscombe, Greenhithe, Stone Crossing, Dartford, Slade Green, Abbey Wood, Plumstead, Woolwich Arsenal, Charlton, Westcombe Park, Maze Hill, Greenwich, Deptford, London Bridge, London Blackfriars, City Thameslink and Farringdon	
Rainham	London Bridge	Greenwich	13.2	22761000	Gillingham, Chatham, Rochester, Strood, Higham, Gravesend, Northfleet, Swanscombe, Greenhithe, Stone Crossing, Dartford, Slade Green, Abbey Wood, Plumstead, Woolwich Arsenal, Charlton, Westcombe Park, Maze Hill, Greenwich, Deptford	
Rainham	Dartford		13.3	22761000	Gillingham, Chatham, Rochester, Strood, Higham, Gravesend, Northfleet, Swanscombe, Greenhithe, Stone Crossing	
Gillingham	St Pancras International	Greenwich and London Bridge	13.4	22761000	Chatham, Rochester, Strood, Higham, Gravesend, Northfleet, Swanscombe, Greenhithe, Stone Crossing, Dartford, Slade Green, Abbey Wood, Plumstead, Woolwich Arsenal, Charlton, Westcombe Park, Maze Hill, Greenwich, Deptford, London Bridge, London Blackfriars,	

1					2	3
Service Group: ET13						
Service description: Thameslink Kent Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
					City Thameslink, and Farringdon	
Gillingham	London Bridge	Greenwich	13.5	22761000	Chatham, Rochester, Strood, Higham, Gravesend, Northfleet, Swanscombe, Greenhithe, Stone Crossing, Dartford, Slade Green, Abbey Wood, Plumstead, Woolwich Arsenal, Charlton, Westcombe Park, Maze Hill, Greenwich, Deptford	
Gillingham	Dartford		13.6	22761000	Chatham, Rochester, Strood, Higham, Gravesend, Northfleet, Swanscombe, Greenhithe, Stone Crossing	
Blackfrairs	Rainham	London Bridge and Greenwich	13.7	22761000	London Bridge, Deptford, Greenwich, Maze Hill, Westcombe Park, Charlton, Woolwich Arsenal, Plumstead, Abbey Wood, Slade Green, Dartford, Stone Crossing, Greenhithe, Swanscombe, Northfleet, Gravesend, Higham, Strood, Rochester, Chatham and Gillingham	
London Bridge	Rainham	Greenwich	13.8	22761000	Deptford, Greenwich, Maze Hill, Westcombe Park, Charlton, Woolwich Arsenal, Plumstead, Abbey Wood, Slade Green, Dartford, Stone Crossing, Greenhithe, Swanscombe, Northfleet, Gravesend, Higham, Strood,	



1					2	3
Service Group: ET13						
Service description: Thameslink Kent Outer						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
					Rochester, Chatham and Gillingham	
Dartford	Rainham		13.9	22761000	Stone Crossing, Greenhithe, Swanscombe, Northfleet, Gravesend, Higham, Strood, Rochester, Chatham and Gillingham	
Blackfriars	Gillingham	London Bridge and Greenwich	13.10	22761000	London Bridge, Deptford, Greenwich, Maze Hill, Westcombe Park, Charlton, Woolwich Arsenal, Plumstead, Abbey Wood, Slade Green, Dartford, Stone Crossing, Greenhithe, Swanscombe, Northfleet, Gravesend, Higham, Strood, Rochester and Chatham	
Dartford	Gillingham		13.11	22761000	Stone Crossing, Greenhithe, Swanscombe, Northfleet, Gravesend, Higham, Strood, Rochester and Chatham	

### *Calling Patterns*

- 4.1 In respect of each Service specified in column 1 of Table 4.1, the Train Operator has Firm Rights to the corresponding Calling Pattern listed in column 2 of that Table (the “Regular Calling Pattern”) or any subset of the Calling Pattern (the “Reduced Regular Calling Pattern”).

### *Additional calls*

- 4.2 The Train Operator has Contingent Rights to have Scheduled, in respect of any Passenger Train Slot, calls at one or more of the stations set out opposite the Service in column 3 of Table 4.1 being stations which do not form part of the Regular Calling Pattern.

## 5 Specified Equipment <sup>24th</sup>

### *Specified Equipment*

5.1 In order to provide the Services specified in this Schedule 5, subject to obtaining any necessary route clearance for the route in question, the Train Operator has:

(a) Firm Rights to operate the following railway vehicles:

Class 171
Class 313
Class 319
Class 365
Class 377
Class 387
Class 442
Class 455
Class 700
Class 717

and

(b) Contingent Rights to operate any railway vehicles registered with Network Rail's rolling stock library.

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".

### *Train length*

5.2 The Train Operator has a Firm Right to the maximum train length in metres which the Network can from time to time accommodate, subject to a right of Network Rail to vary the train length in cases where the Network cannot accommodate all Access Proposals and Rolled Over Access Proposals to operate to the maximum length.

5.3 Nothing in paragraph 5.2 precludes the operation of trains in excess of platform lengths where appropriate measures have been taken to control, so far as is reasonably practicable, any risks introduced by the use of such longer trains.

## **6 Journey Time Protection – Not Used**

### *Journey Time protection*

- 6.1 The Train Operator has Firm Rights to Maximum Journey Times under this paragraph 6 only in relation to Passenger Train Slots which are the subject of and comply with Firm Rights under paragraph 2.1 and paragraph 4.1.
- 6.2 In respect of each Service listed in column 1 of Table 6.1, the Train Operator has Firm Rights to a Journey Time, being a Maximum Journey Time as specified by MJT respectively in column 2, on the days listed in column 3, not exceeding the Journey Time listed in column 4.
- 6.3 Journey Times specified as Maximum Journey Times shall be increased or decreased (as the case may be) by an amount equal to any:
- (a) increase or decrease in the relevant sectional running times applicable as at the date of this contract;
  - (b) increase or decrease in the relevant station dwell times applicable as at as at the date of this contract; and
  - (c) increase or decrease in the relevant performance allowances, engineering recovery allowances or any other allowances,
- as such sectional running times, station dwell times or allowances are established and may change in accordance with the Applicable Engineering Access Statement and/or the Applicable Timetable Planning Rules.

## **7 Provisions applicable to Journey Time protection – Not Used**

## **8 Other Rights – Not Used**

- **SCHEDULE 6: EVENTS OF DEFAULT, SUSPENSION AND TERMINATION**

## **1 Events of Default**

### **1.1 *Train Operator Events of Default***

The following are Train Operator Events of Default:

- (a) the Train Operator ceases to be authorised to be the operator of trains for the provision of the Services in accordance with Clause 3.2(a);
- (b) an Insolvency Event occurs in relation to the Train Operator or the Franchisee;
- (c)
  - (i) any breach by the Train Operator of this contract, its Safety Obligations or any of the Collateral Agreements; or
  - (ii) any event or circumstance which is reasonably likely to result in any such breach,  
which, by itself or taken together with any other such breach, event or circumstance, Network Rail reasonably considers constitutes a threat to the safe operation of any part of the Network;
- (d) any Track Charges or other amount due by the Train Operator to Network Rail under this contract remain unpaid for more than seven days after their due date;
- (e) any breach of this contract or any material breach of any of the Collateral Agreements by the Train Operator which, by itself or taken together with any other such breach, results, or is likely to result, in material financial loss to Network Rail;
- (f) any breach of this contract or any material breach of any of the Collateral Agreements by the Train Operator which, by itself or taken together with any other such breach, results, or is likely to result, in material disruption to train operations of other train operators; and
- (g) the Franchise Agreement is terminated.

### **1.2 *Notification***

The Train Operator shall notify Network Rail promptly on becoming aware of the occurrence of a Train Operator Event of Default.

### **1.3 *Network Rail Events of Default***

The following are Network Rail Events of Default:

- (a) Network Rail ceases to be authorised to be the operator of that part of the Network comprising the Routes by a licence granted under section 8 of the Act unless exempt from the requirement to be so authorised under section 7 of the Act;
- (b) an Insolvency Event occurs in relation to Network Rail;



- (c) (i) any breach by Network Rail of this contract, its Safety Obligations or any of the Collateral Agreements; or
- (ii) any event or circumstance which is reasonably likely to result in any such breach,  
which, by itself or taken together with any other such breach, event or circumstance the Train Operator reasonably considers constitutes a threat to the safe operation of the Services or any Ancillary Movements; and
- (d) any breach of this contract or any material breach of any of the Collateral Agreements by Network Rail which, by itself or taken together with any other such breach, results, or is likely to result, in material financial loss to the Train Operator.

#### **1.4 Notification**

Network Rail shall notify the Train Operator promptly on becoming aware of the occurrence of a Network Rail Event of Default.

## **2 Suspension**

### **2.1 Right to suspend**

- 2.1.1 Network Rail may serve a Suspension Notice where a Train Operator Event of Default has occurred and is continuing.
- 2.1.2 The Train Operator may serve a Suspension Notice where a Network Rail Event of Default has occurred and is continuing.

### **2.2 Contents of Suspension Notice**

A Suspension Notice shall specify:

- (a) the nature of the relevant Event of Default;
- (b) the date and time at which suspension is to take effect;
- (c) in the case of a Suspension Notice served on the Train Operator, reasonable restrictions imposed while the Suspension Notice is in force on the permission to use the Routes or any parts of them or any other part of the Network;
- (d) in the case of a Suspension Notice served on Network Rail, details of any necessary suspension of the Services; and
- (e) whether the party serving the Suspension Notice reasonably considers that the Event of Default is capable of remedy, and where the Event of Default is capable of remedy:
  - (i) the steps reasonably required to remedy the Event of Default; and
  - (ii) a reasonable grace period for the defaulting party to remedy it (where the Event of Default which has occurred is a failure to pay Track Charges or other amount due, seven days shall be a reasonable grace period).

### *2.3 Effect of Suspension Notice served by Network Rail*

Where Network Rail has served a Suspension Notice on the Train Operator:

- (a) the Train Operator shall comply with any reasonable restrictions imposed on it by the Suspension Notice;
- (b) the Suspension Notice shall remain in full force and effect in accordance with its terms until it has been revoked either in whole or in part by notice from Network Rail to the Train Operator under paragraph 2.5.4;
- (c) service of the Suspension Notice shall not affect the Train Operator's continuing obligation to pay the Track Charges; and
- (d) service of the Suspension Notice shall not affect the Train Operator's Firm Rights (as defined in Schedule 5) for the purposes of Part D of the Network Code.

### *2.4 Effect of a Suspension Notice served by the Train Operator*

Where the Train Operator has served a Suspension Notice on Network Rail:

- (a) it shall have the effect of suspending the Train Operator's permission to use the Routes to provide the Services to the extent specified in the Suspension Notice;
- (b) in relation to Services suspended by the Suspension Notice, the amount of the Fixed Track Charge (as that term is defined in Schedule 7) shall be abated on a daily basis by an amount equal to the proportion of passenger vehicle miles not run on any day due to the suspension divided by the passenger vehicle miles timetabled for the Corresponding Day to that day (as that term is defined and determined under Part 3 of Schedule 4), as multiplied by the daily amount of the Fixed Track Charge (as so defined);
- (c) the Suspension Notice shall remain in full force and effect in accordance with its terms until it has been revoked either in whole or in part by notice from the Train Operator to Network Rail under paragraph 2.5.4; and
- (d) the service of the Suspension Notice shall not affect the Train Operator's Firm Rights (as defined in Schedule 5) for the purposes of Part D of the Network Code.

### *2.5 Suspension to be proportionate to breach*

2.5.1 A Suspension Notice served under paragraph 2.3 in respect of any of the Train Operator Events of Default specified in paragraphs (a) and (c) to (f) (inclusive) of paragraph 1.1 shall, so far as reasonably practicable, apply only to the:

- (a) railway vehicles;
- (b) Services;
- (c) Routes; and

- (d) categories of train movements or railway vehicles, (or (as the case may be) parts or part of them) to which the relevant Train Operator Event of Default relates.
- 2.5.2 A Suspension Notice served under paragraph 2.4 in respect of any of the Network Rail Events of Default specified in paragraphs 1.3(a), (c) and (d) shall, so far as reasonably practicable, apply only to the:
  - (a) railway vehicles;
  - (b) Services;
  - (c) Routes; and
  - (d) categories of train movements or railway vehicles, (or (as the case may be) parts or part of them) to which the relevant Network Rail Event of Default relates.
- 2.5.3 The party served with a Suspension Notice which specifies an Event of Default which is capable of remedy shall:
  - (a) with all reasonable diligence, take such steps as are specified in the Suspension Notice to remedy the Event of Default; and
  - (b) keep the party serving the Suspension Notice fully informed of the progress which is being made in remedying the Event of Default.
- 2.5.4 Where a party served with a Suspension Notice has complied with its obligations under paragraph 2.5.3 (whether in whole or in part) and it is reasonable for the suspension effected by the Suspension Notice to be revoked (whether in whole or in part), the party which served the Suspension Notice shall revoke the suspension to that extent. Such revocation shall be effected as soon as practicable after the remedy in question by notice to the other party specifying the extent of the revocation and the date on which it is to have effect.

### **3 Termination**

#### **3.1 *Network Rail's right to terminate***

Network Rail may serve a Termination Notice on the Train Operator:

- (a) where the Train Operator fails to comply with any material restriction in a Suspension Notice;
- (b) where the Train Operator fails to comply with its obligations under paragraph 2.5.3;
- (c) where the Train Operator Event of Default specified in paragraph 1.1(a) has occurred and is continuing; or
- (d) where the Train Operator Event of Default specified in a Suspension Notice served by Network Rail is not capable of being remedied and three months have elapsed from the service of that Suspension Notice.

### 3.2 *Train Operator's right to terminate*

The Train Operator may serve a Termination Notice on Network Rail:

- (a) where Network Rail fails to comply with its obligations under paragraph 2.5.3;
- (b) where the Network Rail Event of Default specified in paragraph 1.3(a) has occurred and is continuing; or
- (c) where the Network Rail Event of Default specified in a Suspension Notice served by the Train Operator is not capable of being remedied and three months have elapsed from the service of that Suspension Notice.

### 3.3 *Contents of Termination Notice*

A Termination Notice shall specify:

- (a) the nature of the relevant Event of Default;
- (b) a date and time, which shall be reasonable in the circumstances, at which termination is to take effect; and
- (c) whether the party serving the Termination Notice reasonably considers that the Event of Default is capable of remedy, and where the relevant Event of Default is capable of remedy:
  - (i) the steps which the party serving the Termination Notice believes are reasonably required to remedy the Event of Default; and
  - (ii) a reasonable grace period within which such steps may be taken (where the Event of Default is a failure of the Train Operator to pay Track Charges or other amounts due, seven days is a reasonable grace period).

### 3.4 *Effect of Termination Notice*

Where Network Rail or the Train Operator has served a Termination Notice on the other:

- (a) the service of the Termination Notice shall not affect the parties' continuing obligations under this contract up to the date of termination, which date shall be determined in accordance with paragraph 3.4(c);
- (b) the party which has served the Termination Notice shall withdraw it by notice to the other party, upon being reasonably satisfied that the relevant Event of Default has been remedied; and
- (c) this contract shall terminate on the later of:
  - (i) the date and time specified in the Termination Notice for the contract to terminate (or such later date and time as the party which served the Termination Notice notifies to the other before the date and time so specified); and
  - (ii) the date on which a copy of the Termination Notice is given to ORR.

## **4 Consequence of termination**

### **4.1 *Directions regarding location of Specified Equipment***

Immediately before, upon or following termination or expiry of this contract, the Train Operator shall comply or procure compliance with all reasonable directions given by Network Rail concerning the location of the Specified Equipment.

### **4.2 *Failure to comply with directions***

If the Train Operator fails to comply with any directions given under paragraph 4.1, Network Rail shall be entitled to remove from the Network or Stable any Specified Equipment left on the Network or to instruct a third party to do so and any reasonable costs incurred by Network Rail in taking such steps shall be paid promptly by the Train Operator.

### **4.3 *Evidence of costs***

Network Rail shall provide such evidence of such costs as are referred to in paragraph 4.2 as the Train Operator shall reasonably request.

## SCHEDULE 7: TRACK CHARGES AND OTHER PAYMENTS <sup>30th SA</sup>

### PART 1: INTERPRETATION

#### 1. Definitions

In Part 1 – Part 7 inclusive, unless the context otherwise requires:

<b>"access charges review"</b>	has the meaning ascribed to it by Schedule 4A to the Act;
<b>"AC System"</b>	means the alternating current system of electricity traction supply on the Network;
<b>"Aggregate Fixed Charges"</b>	means, in any Relevant Year $t$ , the sum of the values of $F_t$ under paragraph 1 of Part 2 and the corresponding provisions of each other relevant access agreement;
<b>"Baseline timetabled traffic miles<sub><math>t</math></sub>"</b>	has the meaning ascribed to it in paragraph 2A of Part 2;
<b>"Basic Amount"</b>	has the meaning ascribed to it in paragraph 1.1(a) of Part 3A;
<b>"Bimodal Electric Multiple Unit"</b>	means an electric multiple unit that is capable of drawing current from the AC System and/or DC System and, in addition, being powered by an alternative source of energy, including but not limited to diesel;
<b>"Bimodal Locomotive"</b>	means a train hauled by a locomotive that is capable of drawing current from the AC System and/or DC System and, in addition, being powered by an alternative source of energy, including but not limited to diesel;
<b>"Capacity Charge"</b>	means a variable charge, calculated in accordance with paragraph 6 of Part 2;

<b>"CPI"</b>	means the Consumer Prices Index (all items) whose value is published each month by the Office for National Statistics in its statistical bulletin on consumer price inflation, or: <ul style="list-style-type: none"> <li>a. if the Consumer Prices Index for any month in any year shall not have been published on or before the last day of the third month after such month, such index for such month or months as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances; or</li> <li>b. if there is a material change in the basis of the Consumer Prices Index, such other index as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances;</li> </ul>
<b>"DC System"</b>	means the direct current system of electricity traction supply on the Network;
<b>"Default Train Consist Data"</b>	means the data listed in Appendix 7C as amended from time to time in accordance with paragraph 10.4 of Part 2;
<b>"Electrification Asset Usage Charge"</b>	means a charge for electrification asset usage, calculated in accordance with paragraph 8 of Part 2;
<b>"English &amp; Welsh Grant Compensation Amount"</b>	has the meaning ascribed to it in paragraph 3.2 of Part 3A;
<b>"English &amp; Welsh Grant Dilution"</b>	has the meaning ascribed to it in paragraph 2.1 of Part 3A;

<b>"English &amp; Welsh Grant Dilution Date"</b>	has the meaning ascribed to it in paragraph 2.2 of Part 3A;
<b>"excluded change"</b>	means, in relation to paragraph 2(a) of Part 7, a change to the arrangements established between Network Rail and any other person in respect of the payment of any amount under sections 6 or 8 of the Railways Act 2005;
<b>"Fixed Track Charge"</b>	means a fixed annual charge, calculated in accordance with paragraph 1 of Part 2;
<b>"Fixed Track Charge Indexation"</b>	has the meaning ascribed to it in paragraph 2 of Part 2;
<b>"Fixed Track Charge Wash-Up"</b>	means the amount calculated in accordance with paragraph 2A of Part 2;
<b>"Geographic Area g"</b>	means, for the purposes of performing the calculations set out in paragraph 4 of Part 2 and paragraph 18 of the Traction Electricity Rules, the relevant geographic section of the Network, as set out in Appendix 5 of the Traction Electricity Rules;
<b>"Grant Agreement"</b>	means the Grant Agreement made on or before 31 March 2019 between the Secretary of State and Network Rail for the payment of network grant;
<b>"Grant Amount"</b>	has the meaning ascribed to it in paragraph 1.1(b) of Part 3A;
<b>"Grant Mechanism"</b>	means the provisions agreed on or before 31 January 2019 between Network Rail and the Secretary of State (and approved by ORR for the purposes of Part 3A on or before 28 February 2019) setting out how the annual amounts of network grant contained in Table E2B may vary or if no such provisions are agreed and approved, such provisions as ORR may determine on or before 31 March 2019



	after consulting Network Rail and the Secretary of State;
<b>"Gross Tonne Mile"</b>	in relation to a train, means a mile travelled on the Network, multiplied by each tonne of the aggregate weight of the train in question;
<b>"Initial Indexation Factor"</b>	<p>is derived from the following formula:</p> $IIF = \left(1 + \frac{(CPI_{2018} - CPI_{2017})}{CPI_{2017}}\right)^2$ <p>where:</p> <p>IIF means the Initial Indexation Factor;</p> <p>CPI<sub>2017</sub> means the CPI published or determined with respect to the month of November 2017; and</p> <p>CPI<sub>2018</sub> means the CPI published or determined with respect to the month of November 2018.</p> <p>The value derived from this formula shall be rounded to three decimal places;</p>
<b>"kgtm"</b>	means 1000 Gross Tonne Miles;
<b>"kWh"</b>	means kilowatt hours;
<b>"Metered Train m"</b>	<p>means, as the context requires, either:</p> <ol style="list-style-type: none"> <li>a train of a particular type; or</li> <li>a specific train having a train ID,</li> </ol> <p>as specified in Appendix 7D of this Schedule 7;</p>
<b>"Network Rail Distribution System Loss Factor"</b>	means the relevant factor that represents the electrical losses between the On-Train Meter and Network Rail's meter through which it purchases traction electricity for the AC System or the DC System in Geographic Area g, as set out

	in Appendix 3 of the Traction Electricity Rules;
<b>"Network Rail Rebate"</b>	has the meaning ascribed to it in paragraph 7.1 of Part 2;
<b>"New Modelled Train"</b>	means a type of train for which $E_{tmo}$ is to be calculated for the purposes of paragraph 4.1.1 of Part 2 but in relation to which no train category $i$ , and no modelled consumption rate, is shown in either the Passenger Traction Electricity Modelled Consumption Rates for CP6 or Generic Traction Electricity Modelled Consumption Rates for CP6 tables in the Traction Electricity Modelled Consumption Rates List, or the PFM Rates List;
<b>"New Specified Equipment"</b>	means a type of railway vehicle not included in the section of the Track Usage Price List entitled "Passenger Variable Usage Charge rates";
<b>"On-Train Meter" and "On Train Metering"</b>	have the meanings ascribed to them in paragraph 1.2 of the Traction Electricity Rules;
<b>"Payment Date"</b>	has the meaning ascribed to it in paragraph 1.1(c) of Part 3A;
<b>"Period"</b>	has the meaning ascribed to it in Schedule 8;
<b>"PFM Rate"</b>	has the meaning ascribed to it in paragraph 1 of the Traction Electricity Rules;
<b>"PFM Rates List"</b>	has the meaning ascribed to it in paragraph 1 of the Traction Electricity Rules;
<b>"Proposed Review Notice"</b>	means the most recently proposed Review Notice given by ORR, in accordance with Schedule 4A of the Act;

**"Rebatable Amount"**

has the meaning ascribed to it in paragraph 7.2 of Part 2;

**"relevant access agreement"**

means an access agreement under which any of the following persons obtains permission from Network Rail to use the Network:

- (a) a franchise operator; or
- (b) a concession operator within the meaning of the Merseyrail Electrics Network Order 2003; or
- (c) a TfL concessionaire within the meaning of the Railways (North and West London Lines) Exemption Order 2007; or
- (d) any other person who benefits from a franchise exemption (within the meaning of section 24(13) of the Act) in relation to services for the carriage of passengers by railway; or
- (e) a relevant franchising authority (as defined in section 30(3B) of the Act) or a person providing services for the carriage of passengers by railway on behalf of a relevant franchising authority under section 30 of the Act;

**"Relevant Year"**

means a year commencing at 00:00 hours on 1 April and ending at 23:59 hours on the following 31 March; "Relevant Year t" means the Relevant Year for the purposes of which any calculation falls to be made; "Relevant Year t-1" means the Relevant Year preceding Relevant Year t; and similar expressions shall be construed accordingly;

**"Review Implementation Notice"**

has the meaning given to "review implementation notice" in paragraph 7 of Schedule 4A of the Act;

<b>"Review Notice"</b>	has the meaning given to "review notice" in paragraph 4 of Schedule 4A of the Act;
<b>"Route-Level Efficiency Benefit Share"</b>	has the meaning ascribed to it in paragraph 1 of Part 3;
<b>"route type k"</b>	means route type k as identified by type of electrification (AC (OLE) or DC) in the Track Usage Price List;
<b>"RPI"</b>	<p>means the General Index of Retail Prices All Items measured by CHAW and published each month, or:</p> <p>(a) if the index for any month in any year shall not have been published on or before the last day of the third month after such month, such index for such month or months as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances; or</p> <p>(b) if there is a material change in the basis of the index, such other index as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances;</p>
<b>"Schedule of Baseline Timetabled Traffic"</b>	means the document entitled "Schedule of Baseline Timetabled Traffic" approved by ORR on or before 31 July 2019 (or, if not approved by that date, otherwise determined by ORR thereafter);
<b>"Schedule of Fixed Charges"</b>	means the document entitled "Schedule of Fixed Charges" published by Network Rail on or about 20 December 2018;
<b>"Table E2B"</b>	means Table E2B in ORR's document entitled "PR18 final determination

	Supplementary document – financial framework October 2018”;
<b>"tariff band j"</b>	means the tariff zone and time band in which the train in question is operated;
<b>"Timetabled train miles"</b>	has the meaning ascribed to it in paragraph 2A of Part 2;
<b>"Track Usage Price List"</b>	means the document entitled "Track Usage Price List" published by Network Rail on or about 20 December 2018 which, for the purposes of this contract, shall be deemed to incorporate any supplements to that document consented to or determined pursuant to paragraph 9.10 of Part 2 of Schedule 7 to this contract or a passenger track access contract previously held by the Train Operator;
<b>"Traction Electricity Charge"</b>	means a variable charge for traction current calculated in accordance with paragraph 4 of Part 2;
<b>"Traction Electricity Modelled Consumption Rates List"</b>	means the document entitled "Traction Electricity Modelled Consumption Rates List" published by Network Rail on or about 20 December 2018 and specifying freight and passenger traction electricity modelled consumption rates which, for the purposes of this contract, shall be deemed to incorporate any supplements to that document consented to or determined pursuant to paragraph 9.10 of Part 2 of Schedule 7 to this contract or a passenger track access contract previously held by the Train Operator;
<b>"Traction Electricity Modelled Default Rate"</b>	means, in respect of any New Modelled Train used on the Network by the Train Operator, the corresponding default consumption rate for that type of vehicle set out in the section of the Traction

<p><b>"Traction Electricity Modelled Default Rate Period"</b></p>	<p>Electricity Modelled Consumption Rates List entitled "Traction Electricity Modelled Default Rates for CP6";</p> <p>means the period from the date on which the New Modelled Train is first used on the Network by the Train Operator until the date on which ORR consents to or determines a supplement to the Traction Electricity Modelled Consumption Rates List under paragraph 9.10 of Part 2 in respect of that New Modelled Train or the train in question has been added to Appendix 7D of this Schedule 7;</p>
<p><b>"Traction Electricity Modelled Default Rate Reconciliation Period"</b></p>	<p>means the period from the later of:</p> <p>(a) the date on which the New Modelled Train is first used on the Network by the Train Operator; or</p> <p>(b) 1 April of the Relevant Year in which ORR consents to or determines a supplement to the Traction Electricity Modelled Consumption Rates List under paragraph 9.10 of Part 2 in respect of that New Modelled Train,</p>
<p><b>"Traction Electricity Usage Occurrence Data"</b></p>	<p>until the date on which ORR consents to or determines a supplement to the Traction Electricity Modelled Consumption Rates List under paragraph 9.10 of Part 2 in respect of that New Modelled Train;</p>
<p><b>"Traction-Train Compatible"</b></p>	<p>means information as to when a Bimodal Electric Multiple Unit or Bimodal Locomotive is either drawing current from the AC System and/or the DC System, or is powered by an alternative source of energy;</p>
<p><b>"Traction-Train Compatible"</b></p>	<p>means a situation in which a Bimodal Electric Multiple Unit or Bimodal</p>

Locomotive is located on the Network with a system of electricity traction supply that the Bimodal Electric Multiple Unit or Bimodal Locomotive is capable of drawing current from;

**"train category i"**

means train category i as identified in the relevant section of the Traction Electricity Modelled Consumption Rates List or PFM Rates List, being either:

(a) where there is no PFM Rate for a particular passenger vehicle type operating on a particular Train Service Code:

(i) where there is a modelled consumption rate for a particular passenger vehicle type operating on a particular Train Service Code, the relevant category set out in the table entitled "Passenger Traction Electricity Modelled Consumption Rates for CP6"; or

(ii) where there is a generic consumption rate for a passenger vehicle type not referred to in paragraph (a)(i), the relevant category set out in the table entitled "Generic Traction Electricity Modelled Consumption Rates for CP6"; or

(b) where there is a PFM Rate for a particular passenger vehicle type operating on a particular Train Service Code, the relevant category set out in the PFM Rates List;

**"Train Consist Data"**

means the information relating to the number(s) and type(s) of railway vehicle comprised in a train movement;

<b>"Train Mile"</b>	in relation to a train, means a mile travelled by that train on the Network;
<b>"Train Service Code"</b>	has the meaning ascribed to it in paragraph 1.1 of Schedule 5;
<b>"Variable Charges"</b>	means the Capacity Charge, the VUC Default Charge, the Electrification Asset Usage Charge, the Variable Usage Charge and the Traction Electricity Charge;
<b>"Variable Usage Charge"</b>	means a variable charge, calculated in accordance with paragraph 3.1 of Part 2;
<b>"Vehicle Mile"</b>	in relation to a railway vehicle, means a mile travelled by that vehicle on the Network;
<b>"Volume Reconciliation"</b>	has the meaning ascribed to it in the Traction Electricity Rules;
<b>"VUC Default Charge"</b>	means a variable charge calculated in accordance with paragraph 3.3 of Part 2;
<b>"VUC Default Period"</b>	means the period from the later of: <ul style="list-style-type: none"> <li>(a) the date on which the New Specified Equipment is first used on the Network by the Train Operator; or</li> <li>(b) 1 April 2019,</li> </ul> until the date on which ORR consents to or determines a supplement to the Track Usage Price List under paragraph 9.10 of Part 2 in respect of that New Specified Equipment;
<b>"VUC Default Rate"</b>	means, in respect of any New Specified Equipment used on the Network by the Train Operator, the corresponding passenger default rate for that type of vehicle set out in the section of the Track Usage Price List entitled "Passenger



Variable Usage Charge default rates";  
and

**"Weekday"**

has the meaning ascribed to it in  
paragraph 1.1 of Schedule 5.

## 2. **Interpretation**

The provisions of clause 1.2(e) of this contract shall not apply to any  
references to the Grant Agreement in this Schedule 7.

## **Part 2**

### (Track Charges)

#### **1. Principal formula**

During each Relevant Year (and, in respect of  $F_t$ , prorated for each day of any period of this contract comprising less than a full Relevant Year), Network Rail shall levy and the Train Operator shall pay Track Charges in accordance with the following formula:

$$T_t = F_t + FW_t + V_t + D_t + E_t + K_t + EAV_t - W_t$$

where:

$T_t$  means Track Charges in Relevant Year  $t$ ;

$F_t$  means an amount in respect of the Fixed Track Charge in Relevant Year  $t$ , expressed in pounds sterling and rounded to two decimal places, which shall be:

- (a) in respect of the Relevant Year commencing on 1 April 2019, the total of the amounts set out in the row relating to the Train Operator and the column relating to that year in the Schedule of Fixed Charges, multiplied by the Fixed Track Charge Indexation calculated in accordance with paragraph 2.1; and
- (b) in respect of any Relevant Year  $t$  commencing on or after 1 April 2020, the total of the amounts set out in the row relating to the Train Operator and the column relating to that year in the Schedule of Fixed Charges, multiplied by the Fixed Track Charge Indexation for that year calculated in accordance with paragraph 2.2;

$FW_t$  means an amount in respect of the Fixed Track Charge Wash-up in Relevant Year  $t$  which is derived in accordance with paragraph 2A;

$V_t$  means an amount in respect of the Variable Usage Charge in Relevant Year  $t$  which is derived from the formula in paragraph 3.1;

$D_t$  means an amount (if any) in respect of the VUC Default Charge in Relevant Year  $t$  which is calculated in accordance with paragraph 3.3;

$E_t$  means an amount in respect of the Traction Electricity Charge in Relevant Year  $t$  which is derived from the formula in paragraph 4;

$K_t$  means an amount in respect of the Capacity Charge in Relevant Year  $t$  which is calculated in accordance with paragraph 6;

EAV<sub>t</sub> means an amount in respect of the Electrification Asset Usage Charge, calculated in accordance with the formula in paragraph 8;

W<sub>t</sub> means an amount (which shall not be a negative value) in respect of the Network Rail Rebate in Relevant Year t, calculated in accordance with the provisions of paragraph 7.1.

## 2. Fixed Track Charge Indexation

- 2.1 The Fixed Track Charge Indexation in respect of the Relevant Year commencing on 1 April 2019 shall be derived from the following formula:

$$FTCI_{2019} = \text{Initial Indexation Factor}$$

where:

FTCI<sub>2019</sub> means the Fixed Track Charge Indexation in respect of the Relevant Year commencing on 1 April 2019.

- 2.2 The Fixed Track Charge Indexation in respect of any Relevant Year t commencing on or after 1 April 2020 shall be derived from the following formula:

$$FTCI_t = \left(1 + \frac{(CPI_{t-1} - CPI_{2018})}{CPI_{2018}}\right) \bullet \text{Initial Indexation Factor}$$

where:

FTCI<sub>t</sub> means the Fixed Track Charge Indexation in Relevant Year t;

CPI<sub>t-1</sub> means the CPI published or determined with respect to the month of November in Relevant Year t-1; and

CPI<sub>2018</sub> means the CPI published or determined with respect to the month of November 2018.

## 2A Fixed Track Charge Wash-Up

For the purposes of paragraph 1, the term FW<sub>t</sub> means an amount in respect of the Fixed Track Charge Wash-Up in Relevant Year t, expressed in pounds sterling and rounded to two decimal places, which is derived from the following formula:

$$FW_t = P_t \times F_t$$

where:

F<sub>t</sub> means an amount in respect of the Fixed Track Charge in Relevant Year t; and

P<sub>t</sub> means the percentage difference between timetabled traffic and baseline traffic in Relevant Year t, derived from the formula:

$$P_t = \left( \frac{\text{Timetabled train miles}_t - \text{Baseline timetabled traffic miles}_t}{\text{Baseline timetabled traffic miles}_t} \right) \bullet 100$$

where:

Timetabled train miles<sub>t</sub> means that figure to be taken by Network Rail from the most appropriate system, which system shall be agreed in writing between Network Rail and ORR on or before 31 July 2019; and

Baseline timetabled traffic miles<sub>t</sub> means that figure set out in relation to the Train Operator for the Relevant Year t in the Schedule of Baseline Timetabled Traffic,

subject to the following:

if the term P<sub>t</sub> has a value less than -1% (for example, -1.5% or -5%), the term FW<sub>t</sub> means an amount in respect of the Fixed Track Charge Wash-Up in Relevant Year t which is derived from the following formula:

$$FW_t = -1\% \times F_t$$

And

if the term P<sub>t</sub> has a value equal to or greater than -1% (for example, -0.9% or 2%), the term FW<sub>t</sub> means an amount in respect of the Fixed Track Charge Wash-Up in Relevant Year t which is derived from the following formula:

$$FW_t = P_t \times F_t$$

### 3. **Variable Usage Charge**

#### 3.1 **Variable Usage Charge**

For the purposes of paragraph 1, the term V<sub>t</sub> means an amount in respect of the Variable Usage Charge in Relevant Year t which is derived from the following formula:

$$V_t = \sum V_{it} \bullet UV_{it}$$

where:

V<sub>it</sub> means an amount for vehicle type i for Relevant Year t, expressed in pence per Vehicle Mile and rounded to two decimal places, which is derived from the following formula:

$$V_{it} = V_{it-1} \bullet \left( 1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}} \right)$$

where:

CPI<sub>t-1</sub> has the meaning set out in paragraph 2.2 above; and

CPI<sub>t-2</sub> means the CPI published or determined with respect to the month of November in Relevant Year t-2,

but so that in relation to the Relevant Year commencing on 1 April 2019, V<sub>it</sub> shall have, in respect of vehicle type i, the corresponding variable usage charge rate per Vehicle Mile for that vehicle type i set out in the Track Usage

Price List, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year  $V_{it-1}$  shall have the same value;

$UV_{it}$  means the actual volume of usage (in Vehicle Miles) in Relevant Year  $t$  of vehicle type  $i$  (referred to in the Track Usage Price List) operated by or on behalf of the Train Operator; and

$\Sigma$  means the summation across all relevant categories of vehicle types  $i$ .

### 3.2 **Not used**

### 3.3 **VUC Default Charge**

For the purposes of paragraph 1, the term  $D_t$  means the amount of VUC Default Charge payable in respect of New Specified Equipment in Relevant Year  $t$  which is derived from the following formula:

$$D_t = \Sigma D_{nt} \bullet UD_{nt}$$

where:

$D_{nt}$  means the VUC Default Rate for that New Specified Equipment for Relevant Year  $t$ , expressed in pence per Vehicle Mile and rounded to two decimal places, which is derived from the following formula:

$$D_{nt} = D_{nt-1} \bullet \left( 1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}} \right)$$

where:

$CPI_{t-1}$  has the meaning set out in paragraph 2.2 above; and

$CPI_{t-2}$  has the meaning set out in paragraph 3.1 above,

but so that in relation to the Relevant Year commencing on 1 April 2019,  $D_{nt}$  shall have, in respect of New Specified Equipment, the corresponding VUC Default Rate for that New Specified Equipment, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year  $D_{nt-1}$  shall have the same value;

$UD_{nt}$  means the actual volume of usage of New Specified Equipment in Vehicle Miles during the VUC Default Period in Relevant Year  $t$  operated by or on behalf of the Train Operator; and

$\Sigma$  means the summation across all relevant New Specified Equipment.

## 4. **Traction Electricity Charge**

4.1 For the purposes of paragraph 1, the term  $E_t$  means an amount in respect of the Traction Electricity Charge in Relevant Year  $t$ , which is derived from the following formula:

$$E_t = E_{tmo} + E_{tme} + E_{tmuAC} + E_{tmuDC}$$

where:

$E_{tmo}$  means an amount calculated in accordance with paragraph 4.1.2 below;

$E_{tme}$  means an amount calculated in accordance with paragraph 4.1.3 below;

$E_{tmuAC}$  means an amount calculated in accordance with paragraph 4.1.4(a) below; and

$E_{tmuDC}$  means an amount calculated in accordance with paragraph 4.1.4(b) below.

*Circumstances in which calculation to be based on modelled data and circumstances in which calculation to be based on metered data.*

- 4.1.1  $E_{tmo}$  shall be calculated in respect of all trains other than those identified in the table at Appendix 7D, and  $E_{tme}$ ,  $E_{tmuAC}$  and  $E_{tmuDC}$  shall be calculated in respect of the trains identified in the table at Appendix 7D.

*Calculation of modelled consumption (including using PFM Rates)*

- 4.1.2  $E_{tmo}$  is derived from the following formula:

$$E_{tmo} = \sum E_{tmog}$$

where:

$\sum$  means the summation across all Geographic Areas g, as appropriate;

$E_{tmog}$  is derived from the following formula:

$$E_{tmog} = \sum C_i \bullet EF_{gjt} \bullet UE_{igjt}$$

where:

$\sum$  means the summation across all relevant train categories i (determined in accordance with paragraph 4.1.1 above), New Modelled Trains and tariff bands j, as appropriate;

$C_i$  means, as appropriate:

- (a) the consumption rate:
  - (i) in kWh per electrified Train Mile in relation to passenger electric multiple units (using the rate for the relevant number of units); or
  - (ii) in kWh per electrified kgm in relation to locomotive-hauled units and all freight traffic,for train category i shown in the Traction Electricity Modelled Consumption Rates List, taking into account any Regenerative Braking Discount applied in accordance with the Traction Electricity Rules or, if a PFM Rate applies in accordance with the Traction Electricity Rules, the PFM Rates List; or
- (b) for New Modelled Trains, the Traction Electricity Modelled Default Rate shown in the Traction Electricity Modelled Consumption Rates List, taking into account any Regenerative Braking Discount applied in accordance with the Traction Electricity Rules;

$EF_{gjt}$  means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and

$UE_{igjt}$  means the actual volume of usage (in electrified Vehicle Miles in relation to passenger electric multiple units or electrified kgm in relation to

locomotive-hauled units and all freight traffic), if any, of trains operated by or on behalf of the Train Operator in train category i and New Modelled Trains operated by or on behalf of the Train Operator, in Geographic Area g, in tariff band j and in Relevant Year t, pursuant to this contract, provided that where train category i or a New Modelled Train is a Bimodal Electric Multiple Unit or Bimodal Locomotive operating in a Traction-Train Compatible situation, it shall be deemed that all mileage (in Vehicle Miles in relation to passenger electric multiple units or kgtm in relation to locomotive-hauled units and all freight traffic), if any, of such trains is electrified.

*Calculation of consumption using metered consumption data*

4.1.3  $E_{tme}$  is derived from the following formula:

$$E_{tme} = \sum E_{tmeg}$$

where:

$\sum$  means the summation across all Geographic Areas g, as appropriate;

$E_{tmeg}$  is derived from the following formula:

$$E_{tmeg} = \sum \left( (CME_{mgjt} \bullet EF_{gjt}) - (RGB_{mgjt} \bullet EF_{gjt}) \right)$$

where:

$\sum$  means the summation across all relevant Metered Trains m (determined in accordance with paragraph 4.1.1 above) and tariff bands j, as appropriate;

$CME_{mgjt}$  means the consumption of electricity (in kWh) by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t;

$EF_{gjt}$  means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and

$RGB_{mgjt}$  means the electricity (in kWh) generated by braking by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t.

#### 4.1.4

- (a)  $E_{tmuAC}$  is derived from the following formula:

$$E_{tmuAC} = \sum E_{tmugAC}$$

where:

$\sum$  means the summation across all Geographic Areas  $g$ , as appropriate;

$E_{tmugAC}$  is derived from the following formula:

$$E_{tmugAC} = \sum (CME_{mgjtAC} \bullet EF_{gjt}) \bullet \lambda_{ACg}$$

where:

$\sum$  means the summation across all relevant Metered Trains  $m$  (determined in accordance with paragraph 4.1.1 above) and tariff bands  $j$ , as appropriate;

$CME_{mgjtAC}$  means the consumption of electricity (in kWh) from the AC System by Metered Trains  $m$  operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area  $g$ , tariff band  $j$  and in Relevant Year  $t$ ;

$EF_{gjt}$  means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area  $g$ , in tariff band  $j$  and in Relevant Year  $t$  as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and

$\lambda_{ACg}$  means the Network Rail Distribution System Loss Factor for the AC System in Geographic Area  $g$ .

- (b)  $E_{tmuDC}$  is derived from the following formula:

$$E_{tmuDC} = \sum E_{tmugDC}$$

where:

$\sum$  means the summation across all Geographic Areas  $g$ , as appropriate;

$E_{tmugDC}$  is derived from the following formula:

$$E_{tmugDC} = \sum (CME_{mgjtDC} \bullet EF_{gjt}) \bullet \lambda_{DCg}$$

where:

$\sum$  means the summation across all relevant Metered Trains  $m$  (determined in accordance with paragraph 4.1.1 above) and tariff bands  $j$ , as appropriate;

$CME_{mgjtDC}$  means the consumption of electricity (in kWh) from the DC System by Metered Trains  $m$  operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area  $g$ , tariff band  $j$  and in Relevant Year  $t$ ;



EF<sub>gjt</sub> means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and

λ<sub>DCg</sub> means the Network Rail Distribution System Loss Factor for the DC System in Geographic Area g.

*Metered Bimodal Electric Multiple Units and Bimodal Locomotives – deemed electrified mileage*

#### 4.1.5

- (a) Where Metered Train m is a Bimodal Electric Multiple Unit or Bimodal Locomotive, the Train Operator shall, as a minimum, within seven days of the end of each of the third, sixth, tenth and thirteenth Periods, provide to Network Rail the Traction Electricity Usage Occurrence Data for Metered Train m. The Traction Electricity Usage Occurrence Data provided: within seven days of the end of the third Period shall cover Periods one, two and three; within seven days of the end of the sixth Period shall cover Periods four, five and six; within seven days of the end of the tenth Period shall cover Periods seven, eight, nine and ten; and within seven days of the end of the thirteenth Period shall cover Periods eleven, twelve and thirteen.
- (b) Where, after seven days, any Traction Electricity Usage Occurrence Data is missing in respect of any such Bimodal Electric Multiple Unit or Bimodal Locomotive, all mileage, if any, of such Bimodal Electric Multiple Unit or Bimodal Locomotive operated by or on behalf of the Train Operator shall be deemed, for billing purposes, to be electrified in Traction-Train Compatible situations and paragraphs 4.1.3 and 4.1.4 shall apply in respect of all such mileage.

*Election to introduce On-Train Metering for a vehicle or vehicle type*

#### 4.2

- (a) If the Train Operator wishes to propose the introduction of On-Train Metering to measure traction electricity consumption for a vehicle or vehicles of a vehicle type that the Train Operator operates for the purposes of being invoiced by Network Rail for traction electricity, it shall notify Network Rail of any required changes to the contract in connection with that proposal.
- (b) Any notice under sub-paragraph 4.2(a) shall be accompanied by information and evidence in reasonable detail supporting the changes proposed and setting out the reasons for those changes, and Network Rail shall respond in writing within 56 days of service of any such notice.
- (c) Promptly following any response served by Network Rail under sub-paragraph 4.2(b), the parties shall endeavour to agree whether the contract should be amended in connection with that proposal and, if so, the amendments.
- (d) If the parties agree an amendment to the contract in connection with the proposal referred to in sub-paragraph 4.2(a), that amendment shall take

effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed, the parties shall ensure that ORR is furnished with such amendment and such information and evidence as it shall require to determine whether or not to approve the amendment.

- (e) Any agreed amendment to the contract in connection with the proposal referred to in sub-paragraph 4.2(a) which is approved by ORR under section 22 of the Act shall apply with effect from the date agreed by the parties.
- (f) If the parties fail to reach agreement within 90 days after service of a notice under sub-paragraph 4.2(a), or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, either party may notify ORR and request that ORR determines the matter. The parties shall, within such timescales as ORR may specify, furnish ORR with such information and evidence as ORR shall require to determine the matter. If a party fails to furnish such information and evidence within the specified timescale, ORR shall be entitled to determine the matter without that information and evidence and the party in default shall have no grounds for complaint in that respect.
- (g) Where ORR determines the matter pursuant to sub-paragraph 4.2(f), it may issue a notice to the parties setting out the amendments to be made to the contract and the date, which may be retrospective, from which they shall take effect.

5. Not used.

## 6. **Capacity Charge**

In respect of the Relevant Year ending 31 March 2019, the term  $K_t$  means an amount in respect of the Capacity Charge which shall be derived from the formula that was contained in paragraph 6 of Part 2 of Schedule 7 of the version of this contract that was in force up until 31 March 2019. For subsequent Relevant Years,  $K_t$  shall have a value of zero.

## 7. **Network Rail Rebate**

- 7.1 For the purpose of paragraph 1, the Network Rail Rebate in respect of any Relevant Year  $t$  ( $W_t$ ) is an amount (which shall not be a negative value) by way of a return of Track Charges paid in accordance with paragraph 7.5, derived from the following formula:

$$W_t = RA_t \bullet \frac{F_t}{AF_t}$$

where:

$RA_t$  means the Rebatable Amount declared by Network Rail in relation to Relevant Year  $t$  under paragraph 7.2;

$F_t$  has the meaning ascribed to it in paragraph 1 for Relevant Year  $t$ ; and

$AF_t$  means the Aggregate Fixed Charge in Relevant Year  $t$ .

- 7.2 The Rebatable Amount shall be the amount, if any:
- (a) which represents such proportion of Network Rail's total income for Relevant Year t as it reasonably considers that it does not require in order to discharge its obligations under its network licence and any contracts to which it is a party;
  - (b) which Network Rail, acting reasonably, considers it appropriate to rebate as an amount representing a return of Track Charges payable by persons who provide services for the carriage of passengers by railway under the relevant access agreements to which they are parties; and
  - (c) which Network Rail notifies as such to ORR within nine months after the end of each Relevant Year t.
- 7.3 No amount of Track Charges shall be rebated under this paragraph 7 unless ORR has consented to such rebate.
- 7.4 Without prejudice to the generality of clause 16.3.1, any payment of a Network Rail Rebate (a "**rebate payment**") shall be made on the basis that it is to be treated as exclusive of VAT, so that where and to the extent that the rebate payment is consideration for a supply for VAT purposes Network Rail shall in addition pay to the Train Operator an amount equal to the amount of VAT due in respect of that rebate payment and either:
- (a) the Train Operator shall issue a VAT invoice to Network Rail in respect of the relevant amount; or
  - (b) if the parties so agree and have entered into an applicable self-billing agreement (within the meaning of regulation 13(3A) of the Value Added Tax Regulations 1995 (the "**VAT Regulations**")) that continues in force then Network Rail shall produce for itself a self-billed invoice (within the meaning of regulation 13(3) of the VAT Regulations) in respect of the relevant amount.
- 7.5 If, pursuant to paragraph 7.1, the Train Operator is entitled to payment of a Network Rail Rebate in respect of Relevant Year t, then such payment shall be made by Network Rail to the Train Operator as a lump sum payment within 28 days after the end of the Period in which ORR gives its consent under paragraph 7.3.
- 7.6 If, pursuant to paragraph 7.2, Network Rail notifies ORR of the Rebatable amount in respect of Relevant Year t after this contract has expired or has otherwise been terminated then, notwithstanding the expiration or termination of this contract, paragraph 7.5 shall apply.
- 7.7 If Network Rail has, prior to 31 March 2019 and pursuant to the provisions of this contract in force as at that date, notified ORR of a Rebatable Amount for the Relevant Year ending on that date, then such provisions shall continue to apply to the extent (and only to the extent) necessary to enable determination and payment (where applicable) of a Network Rail Rebate based on that Rebatable Amount.

## 8. Electrification Asset Usage Charge

For the purposes of paragraph 1, the term  $EAV_t$  means an amount for electrification asset usage which is derived from the following formula:

$$\text{Electrification Asset Usage Charge} = \sum EV_{tk} \bullet UV_{tk}$$

where:

$\sum$  means the summation across all route types;

$EV_{tk}$  means an amount in respect of the Electrification Asset Usage Charge per electrified Vehicle Mile on route type  $k$  for Relevant Year  $t$ , expressed in pence per electrified Vehicle Mile and rounded to two decimal places, which is derived from the following formula:

$$EV_{tk} = EV_{t-1k} \bullet \left( 1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}} \right)$$

where:

$CPI_{t-1}$  has the meaning set out in paragraph 2.2 above; and

$CPI_{t-2}$  has the meaning set out in paragraph 3.1 above,

but so that in relation to the Relevant Year commencing on 1 April 2019,  $EV_{tk}$  shall have, in respect of each electrified Vehicle Mile on route type  $k$ , the value per electrified Vehicle Mile for the Electrification Asset Usage Charge set out in the Track Usage Price List, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year  $EV_{t-1k}$  shall have the same value; and

$UV_{tk}$  means the actual number of electrified Vehicle Miles on route type  $k$  in Relevant Year  $t$  operated by or on behalf of the Train Operator. Where the Train Operator operates a Bimodal Electric Multiple Unit or Bimodal Locomotive, the actual number of electrified Vehicle Miles on route type  $k$  in Relevant Year  $t$  shall be calculated as follows:

- (i) where the Bimodal Electric Multiple Unit or Bimodal Locomotive is operating in a Traction-Train Compatible situation and is not a Metered Train  $m$ , it shall be deemed that all mileage, if any, of such train is electrified; or
- (ii) where the Bimodal Electric Multiple Unit or Bimodal Locomotive is a Metered Train  $m$ , in accordance with paragraph 4.1.5 above.

9. **Bilateral supplements to the Traction Electricity Modelled Consumption Rates List and Track Usage Price List**
- 9.1 Where the Train Operator intends to use New Specified Equipment on the Network, it shall where reasonably practicable inform Network Rail in writing of the date or likely date from which it intends to do so.
- 9.2 Where the Train Operator uses New Specified Equipment on the Network, the Train Operator shall pay Network Rail the relevant VUC Default Charge during the VUC Default Period.
- 9.2A Where the Train Operator uses a New Modelled Train on the Network, Network Rail shall apply the Traction Electricity Modelled Default Rate in order to calculate the Traction Electricity Charge for the purposes of paragraph 4.1.2 above, during the Traction Electricity Modelled Default Rate Period.
- 9.3 No supplement to the Traction Electricity Modelled Consumption Rates List or Track Usage Price List shall have effect unless it has been:
- (a) agreed between the parties and ORR has consented to it; or
  - (b) determined by ORR.
- 9.4 Either the Train Operator or Network Rail shall be entitled to propose that:
- (a) the Traction Electricity Modelled Consumption Rates List be supplemented as necessary to include a rate in respect of a new train category; or
  - (b) the Track Usage Price List be supplemented as necessary to include a new vehicle type and corresponding rate.
- 9.5 Any proposal of a kind referred to in paragraph 9.4 shall be made by notice to the other party and shall be accompanied by a specification of the proposal in reasonable detail and the reasons for it. The parties shall thereafter seek to agree in good faith the necessary supplement to the list in question.
- 9.6 Either party may request from the other such information that it reasonably requires in connection with the proposal and the party from whom the information was requested shall use reasonable endeavours to provide this information promptly.
- 9.7 Where the parties agree to a supplement following a proposal under paragraph 9.4, they shall request ORR's consent to it and provide such information as ORR reasonably requires in order to decide whether to give its consent.
- 9.8 If the parties fail to reach agreement within 45 days of the date of the notice given under paragraph 9.5, at any point thereafter either party shall be entitled to refer the matter to ORR for determination.

- 9.9 Following a reference to ORR under paragraph 9.8, the parties shall, within such timescales as ORR may reasonably specify, furnish ORR with such information and evidence as ORR shall reasonably require to determine the matter. If a party fails to furnish such information and evidence within the specified timescale, ORR shall be entitled to determine the matter without that information and evidence and the party in default shall have no grounds for complaint in that respect.
- 9.10 ORR may:
- (a) consent to any supplement that is agreed by the parties and submitted to it under paragraph 9.7, or following consultation with the parties, determine that a different supplement should apply; or
  - (b) following a referral to ORR under paragraph 9.8, determine the supplement that should apply.
- 9.11 In the case of a supplement to the Traction Electricity Modelled Consumption Rates List, the supplement shall have effect from such date as ORR shall determine by notice to the parties, provided that such date shall not be a date falling prior to the start of the Relevant Year in which ORR consented to or determined the supplement.
- 9.12 In the case of a supplement to the Track Usage Price List, the supplement shall have retrospective effect from the first day of the VUC Default Period.
- 9.13 Following ORR's consent or determination under paragraph 9.10 Network Rail shall:
- (a) apply the supplement from the date in accordance with paragraph 9.11 or 9.12 above as applicable; and
  - (b) within 28 days of the date of ORR's consent or determination:
    - (i) issue any adjusting invoice or credit note to the Train Operator -
      - (A) in the case of a supplement to the Track Usage Price List, this will reflect the difference between the amount paid by the Train Operator for the VUC Default Charge during the VUC Default Period and the amount that it would have paid during the VUC Default Period in respect of the Variable Usage Charge had the supplement been in place at the time the Train Operator first used the relevant railway vehicle on the Network;
      - (B) in the case of a supplement to the Traction Electricity Modelled Consumption Rates List, this will reflect the difference between: (i) the amount paid by the Train Operator in respect of any New Modelled Train to which the Traction Electricity Modelled Default Rate has been applied during the Traction Electricity Modelled Default Rate Reconciliation Period; and (ii) the amount that it would have paid during the Traction Electricity Modelled Default Rate Reconciliation Period in respect of the Traction Electricity Charge had the supplement been in place at the start of that period;
    - and

- (ii) publish on its website details of the supplement alongside the details of any other such supplements to which ORR has consented or determined pursuant to this or any other track access contract to which Network Rail is a party.

9.14 Any supplement to the Traction Electricity Modelled Consumption Rates List or Track Usage Price List which ORR has consented to or determined pursuant to a passenger track access contract previously held by the Train Operator shall also apply to this contract.

## **10. Payment of Track Charges and other sums due under the contract**

### **10.1 *Payment of Track Charges and other sums due under the contract***

(a) Save where the contract provides otherwise, the Train Operator shall pay or procure the payment to Network Rail of:

- (i) the Variable Usage Charge;
- (ii) the Traction Electricity Charge;
- (iii) the Capacity Charge;
- (iv) the Electrification Asset Usage Charge;
- (v) the VUC Default Charge;
- (vi) the Fixed Track Charge Wash-Up; and
- (vii) any other sums which have fallen due in accordance with any provision of this contract,

attributable to any Period as invoiced by Network Rail on or after expiry of each such Period within 21 days of the invoice date or 28 days after the end of the Period, whichever is later.

(b) The Train Operator shall pay or procure the payment to Network Rail of that part of the Fixed Track Charge attributable to any Period as invoiced by Network Rail on or after the expiry of each such Period within seven days of the invoice date or seven days after the end of the Period, whichever is later.

(c) Any invoice issued by Network Rail under paragraph 18.5 of the Traction Electricity Rules (relating to modelled and actual rates of electricity consumption) shall be payable by the Train Operator within 21 days of the relevant invoice date.

### **10.2 *Train Consist Data***

Network Rail shall calculate the Variable Charges payable by the Train Operator in respect of each Period using the Train Consist Data supplied by the Train Operator and, to the extent such Train Consist Data is not available to Network Rail, the Default Train Consist Data.

### 10.3 *Invoices and right to object to invoices*

- (a) Network Rail will notify the Train Operator on a weekly basis of the train movements for which Default Train Consist Data has been used to establish the Variable Charges payable by the Train Operator. At either party's request, the parties shall consult with a view to substituting Train Consist Data for Default Train Consist Data but such consultation shall not delay the issue by Network Rail of the invoice for the Variable Charges in respect of the Period concerned.
- (b) For each Period, Network Rail shall be entitled to invoice the Train Operator for Variable Charges in respect of any and all train movements operated by the Train Operator during that Period based on either:
- (i) Train Consist Data provided by the Train Operator in respect of any train movement at or prior to the time that such train movement is completed; or
  - (ii) Train Consist Data agreed by the parties under paragraph 10.3(a) in respect of any train movement; or
  - (iii) Train Consist Data provided by the Train Operator in respect of any train movement (other than any train movement where the Specified Equipment used in operating the relevant movement is loco hauled) by the end of the day on which such train movement has been completed,
- or (to the extent that (i) or (ii) or (iii) above do not apply) Default Train Consist Data. Each such invoice will be payable in accordance with the provisions of paragraph 10.1.
- (c) Either party shall be entitled, at any time prior to the later of 23:59 hours on the 14th day following the expiration of the relevant Period and seven days following receipt by the Train Operator of the relevant invoice or credit note, to notify the other that it objects to any Train Consist Data (including, where applicable, the use of Default Train Consist Data) on which the whole or any part of the Variable Charges included in the relevant invoice or credit note are based and any such notice shall specify in reasonable detail what that party believes to be the Train Consist Data for the relevant train movement(s) ("**notice of objection**"). In the absence of any notice of objection being served within such time the Train Consist Data used in the relevant invoice or credit note shall be final and binding on the parties. The Train Operator shall supply the data to Network Rail in the format:

Train ID	Start date & time	Train Slot origin	Train slot destination	Train Consist (actual): Specified Equipment used

- (d) The parties shall seek to agree the Train Consist Data specified in any notice of objection and any consequential financial adjustment



required to the relevant invoice or credit note. If the parties are unable to agree such Train Consist Data within 14 days following receipt of a notice of objection, either party may refer the matter for resolution in accordance with the ADRR.

- (e) Within 14 days of any Train Consist Data being agreed or determined in accordance with paragraph 10.3(d), Network Rail shall, if any consequential or financial adjustment of the relevant invoice is required, issue a further invoice to, or (as the case may be) a credit note in favour of, the Train Operator in the amount of the relevant adjustment. The invoice or credit note shall be payable at the same time as the invoice for Variable Charges for the relevant Period or, if issued later than 21 days after the end of the relevant Period, within seven days after the date of its issue.
- (f) The actual volume of usage used to calculate any supplementary amount payable under paragraph 18 of the Traction Electricity Rules shall be established on the basis of the Train Consist Data and the Default Train Consist Data applied in calculating the Variable Charges for each of the Periods in Relevant Year t as adjusted in accordance with paragraph 10.3(d) on or before 90 days after the end of Relevant Year t.
- (g) Where, as a result of any invoice or credit note issued pursuant to paragraph 10.3, any sum of money which has been paid shall become repayable or any sum of money which has been unpaid shall become payable the party to whom such sum shall be paid shall be paid or allowed interest at the Default Interest Rate on such sum from the date when it (if repayable) was paid or the date when such sum (if payable) ought to have been paid until the date of payment or repayment.

#### **10.4 *Unrepresentative Train Consist Data***

- (a) If at any time during this contract either party considers the Default Train Consist Data specified in Appendix 7C is not representative of the Train Operator's Services and in particular, but without limitation, the type(s) of railway vehicles then in use and the regular number of carriages forming part of those railway vehicles in the operation of its Services, either party shall be entitled on written notice to the other to request that the Default Train Consist Data be amended. Any such request shall specify in reasonable detail the grounds for the request and the proposed amendments to the Default Train Consist Data.
- (b) The parties shall endeavour to reach agreement on any amendments to the Default Train Consist Data within 21 days of the date of the request referred to in paragraph 10.4(a) and if the parties are unable to agree such amendments within such time period, either party may refer the matter for resolution in accordance with the ADRR.
- (c) Upon the earlier of agreement between the parties or determination by a relevant ADRR Forum, the parties shall notify ORR of the proposed amendments to the Default Train Consist Data and, subject to ORR not objecting to the proposed amendments within 14 days

(the "**14 day period**") of receipt of the notification by ORR, such amendments shall take effect from the first day of the next Period following the earlier of ORR confirming its consent to the proposed amendments and the expiry of the 14 day period. If ORR objects to the proposed amendments within the 14 day period, the parties shall endeavour to reach agreement with ORR on the appropriate amendments, if any, to the Default Train Consist Data which shall then take effect on the first day of the Period next following that in which agreement is reached.

**10.5 *Disputed amounts repayment and interest rate***

- (a) Where a party wishes to contest any invoice issued to it under this Schedule 7 (including any invoice in respect of Track Charges) it shall, within 14 days of receipt of the invoice, notify the other party in writing of the amount which is in dispute but shall pay the full amount of the invoice, including the disputed amount, in accordance with the terms of the invoice.
- (b) Where a party has given notice under paragraph 10.5(a) that it disputes part of any invoiced amount:
  - (i) payment of such sum shall be without prejudice to the determination of whether such sum is properly due or not; and
  - (ii) if it is subsequently determined that the disputed sum, or part of it, was not properly due the payee shall repay the disputed sum, or relevant part, to the payer together with interest (to accrue daily and be compounded monthly) at the Default Interest Rate from the date of payment until the actual date of repayment.
- (c) For the avoidance of doubt, nothing in this paragraph 10.5 shall apply to any sums which have fallen due in accordance with Part 3A of this Schedule 7.

### **Part 3**

#### **(Route-Level Efficiency Benefit Share Mechanism)**

1. For the purposes of the calculation and payment of any Route-Level Efficiency Benefit Share for the Relevant Year ending 31 March 2019, Part 3 and Appendix 7A and Appendix 7B of Schedule 7 of the version of this contract that was in force up until 31 March 2019 shall continue to apply.

## Part 3A

### (English & Welsh Grant Dilution)

#### 1. Grant Amounts

##### 1.1 *Grant Amounts, Basic Amounts and Payment Dates*

For the purposes of this Part 3A:

- (a) the Basic Amount, in respect of any Payment Date, is the amount which is notified by Network Rail to the Secretary of State in respect of that Payment Date, excluding any amounts notified by Network Rail which: (i) are not needed by Network Rail in respect of that Payment Date, or (ii) would cause the total of the Basic Amounts so notified for the Relevant Year in which the Payment Date falls to exceed the value of the Grant Amount for that Relevant Year;
- (b) the Grant Amount, in respect of any Relevant Year, is the network grant amount set out in Table E2B as the annual amount to be paid in that Relevant Year by the Secretary of State to Network Rail by way of grant under s6 of the Railways Act 2005, as adjusted from time to time in accordance with the Grant Mechanism; and
- (c) the Payment Dates are the dates set out in the Grant Agreement for the payment of grant by the Secretary of State in each of the Relevant Years commencing on 1 April 2019, 1 April 2020, 1 April 2021, 1 April 2022 and 1 April 2023 or, if no such dates are set out, the first Wednesday of each railway period in each such Relevant Year.

##### 1.2 *Not used.*

#### 2. English & Welsh Grant Dilution

##### 2.1 *Meaning of English & Welsh Grant Dilution*

For the purposes of this Part 3A, there shall be an "English & Welsh Grant Dilution" in respect of a Payment Date if:

- (a) the Secretary of State does not, for any reason, pay the whole or any part of the Basic Amount on or before the relevant Payment Date;
- (b) the Secretary of State has not, for any reason, paid the whole of the Grant Amount for any Relevant Year minus any amounts already paid as Basic Amounts for that Relevant Year ("**the Balance of the Grant Amount**") on or before the final Payment Date of that Relevant Year; or
- (c) the payment of the whole or any part of the Basic Amount or of the Balance of the Grant Amount in respect of that Payment Date is:
  - (i) subject to the performance by Network Rail or any other person of any obligation;
  - (ii) subject to the exercise by the Secretary of State or any other person of any discretion; or
  - (iii) contingent upon the happening of any event or circumstance, or any act or omission of any person.

##### 2.2 *Meaning of English & Welsh Grant Dilution Date*

In respect of any English & Welsh Grant Dilution:

- (a) if the English & Welsh Grant Dilution is of the kind referred to in paragraph 2.1(a) or in paragraph 2.1(b), the English & Welsh Grant Dilution Date shall be the Payment Date in respect of which the Secretary of State does not pay the whole or any part of the Basic Amount or the Balance of the Grant Amount due on that date; and
- (b) if the English & Welsh Grant Dilution is of the kind referred to in paragraph 2.1(c), each Payment Date which falls during any period during which the payment of the whole or any part of a Basic Amount or the Balance of the Grant Amount is:
  - (i) subject to any of the matters specified in paragraph 2.1(c)(i) or (ii); or
  - (ii) contingent upon any of the matters specified in paragraph 2.1(c)(iii),
 shall be an English & Welsh Grant Dilution Date.

### 3. **English & Welsh Grant Compensation Amount**

#### 3.1 ***Payment obligation***

If an English & Welsh Grant Dilution occurs:

- (a) Network Rail shall notify the Train Operator and ORR that an English & Welsh Grant Dilution has occurred, and the circumstances in which it has occurred; and
- (b) the Train Operator shall:
  - (i) send a copy of the notification it has received from Network Rail under paragraph 3.1(a) to any Passenger Transport Executive within whose area it provides services for the carriage of passengers by railway;
  - (ii) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(a) or in paragraph 2.1(b), pay Network Rail an English & Welsh Grant Compensation Amount calculated in accordance with paragraph 3.2 three months after the English & Welsh Grant Dilution Date; and
  - (iii) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(c), pay Network Rail an English & Welsh Grant Compensation Amount calculated in accordance with paragraph 3.2 three months after each English & Welsh Grant Dilution Date.

### 3.2 **Calculation**

Any English & Welsh Grant Compensation Amount payable under paragraph 3.1 is an amount calculated in accordance with the following formula:

$$GC = (GA_p - P) \bullet \frac{F_t}{AF_t}$$

where:

GC means the English & Welsh Grant Compensation Amount;

GA<sub>p</sub> means the Basic Amount or, as the case may be, the Balance of the Grant Amount for the Payment Date which is the same date as the English & Welsh Grant Dilution Date;

P means:

- (a) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(a) or in paragraph 2.1(b), the amount of any part payment of the Basic Amount or, as the case may be, the Balance of the Grant Amount which Network Rail certifies to the Train Operator, within seven days after the English & Welsh Grant Dilution Date, that it has received from the Secretary of State; and
- (b) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(c), zero;

F<sub>t</sub> has the meaning ascribed to it in paragraph 1 of Part 2; and

AF<sub>t</sub> means the Aggregate Fixed Charge in Relevant Year t.

**Part 4**  
(Not used)

**Part 5**  
(Not used)



## Part 6

### (Supplemental Provisions)

Each invoice or credit note issued by Network Rail to the Train Operator shall contain or be accompanied by separate itemisation of the following charges and other information (as relevant) in respect of the period covered by the invoice or credit note:

- (a) the daily amount of the Fixed Track Charge and the number of days covered by the invoice;
- (b) the rate of Variable Usage Charge and any VUC Default Charge and the relevant number of Vehicle Miles applicable to vehicles for each service so charged;
- (c) the rate of Traction Electricity Charge and the number of Vehicle Miles applicable to vehicles for each service or Gross Tonne Miles applicable to units for each service so charged, for the purposes of calculating  $E_{tmo}$  in accordance with paragraph 4.1.2 of Part 2;
- (d) the amount of the Electrification Asset Usage Charge and the number of days covered by the invoice;
- (e) not used;
- (f) not used;
- (g) not used;
- (h) the amount of any sum  $W_t$  payable as provided in paragraph 7 of Part 2;
- (i) the amount of any sum  $S1_{tw}$  and/or  $S2_{tw}$  and/or any Charge Correction Amount payable as provided in paragraph 18 of the Traction Electricity Rules;
- (j) the amount of any sum  $K_t$  payable as provided in paragraph 6 of Part 2;
- (k) in respect of any other sums which have fallen due in accordance with any provisions of this contract other than Part 3A, separately the amount payable in respect of each head of charge; and
- (l) the amount of any sum  $FW_t$  payable as provided in paragraph 2A of

(m) Part 2.

## **Part 7**

### **(Future Access Charges Reviews)**

#### **1. General**

ORR may carry out one or more access charges reviews of all or part of this contract as follows:

- (a) an access charges review such that amendments to this contract to give effect to the conclusions of such an access charges review come into operation on and from 1 April 2024 or such later date as may be specified in that review; and
- (b) as provided in paragraph 2 (and only as provided in paragraph 2), an access charges review such that amendments to this contract to give effect to the conclusions of such an access charges review come into operation before 1 April 2024.

#### **2. Access charges reviews capable of coming into operation before 1 April 2024**

ORR may carry out an access charges review in relation to any relevant part or parts of this contract at any time where it considers:

- (a) that there has been, or is likely to be, a material change, other than an excluded change, in the circumstances of Network Rail or in relevant financial markets or any part of such markets; and
- (b) that there are compelling reasons to initiate an access charges review, having due regard to its duties under section 4 of the Act, including in particular the duty to act in a manner which it considers will not render it unduly difficult for persons who are holders of network licences to finance any activities or proposed activities of theirs in relation to which ORR has functions under or by virtue of Part I of the Act.

#### **3. Interpretation**

In this Part 7 references to ORR carrying out an access charges review shall be construed as including references to its initiating implementation of that review.

#### **4. Interim treatment of future access charges reviews**

##### **4.1 *Interim treatment prior to implementation***

If the terms of a Proposed Review Notice proposing amendments to the contract are not implemented in accordance with paragraph 7 of Schedule 4A to the Act on the date stipulated that they will come into operation in the Proposed Review Notice for any reason, then, irrespective of such terms not having been so implemented, each proposed amendment to the contract set out in the Proposed Review Notice shall have effect for the period (the “Interim Period”) commencing on that date (or from any later date (or dates) specified in the Proposed Review Notice in respect of any individual amendment), in each case until such time as:

- (a) following the service of a Review Implementation Notice relating to the Proposed Review Notice, the changes specified in that Review Implementation Notice come into operation; or
- (b) following a reference to the Competition and Markets Authority in accordance with paragraph 9 of Schedule 4A to the Act, any amendments to the contract, made in accordance with paragraphs 12(8), 12(9) or 14(3) of Schedule 4A to the Act, come into operation.

##### **4.2 *Reconciliation Payment***

- (a) Within 28 days after the end of the Interim Period, Network Rail shall calculate whether a reconciliation payment is due to or from the Train Operator. In order to calculate such reconciliation payment, Network Rail shall compare (i) the sums paid by the Train Operator during the Interim Period with (ii) the sums which would have been payable if the amendments required by either paragraphs 4.1(a) or (b) above had taken effect on the date(s) stipulated in the Proposed Review Notice, and shall provide to the Train Operator:
  - (i) a statement of the amount due to or from the Train Operator; and
  - (ii) such background data and workings as may reasonably be required for a proper understanding of the calculation.
- (b) Within 14 days after the date upon which Network Rail shall have provided to the Train Operator the information referred to in paragraph 4.2(a) above, the Train Operator shall notify Network Rail of any aspects of the statement which it disputes, giving reasons for any dispute. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of the statement.
- (c) If any dispute is notified under paragraph 4.2(b) above, it shall be resolved according to the following procedure:
  - (i) within seven days of service of the relevant notice, the parties shall meet to discuss the disputed aspects with a view to resolving all disputes in good faith;

- (ii) if, for any reason, within seven days of the meeting referred to in paragraph 4.2(c)(i) above, the parties are still unable to agree any disputed aspects, each party shall promptly and in any event within seven days prepare a written summary of the disputed aspects and the reasons for each such dispute and submit such summaries to the senior officer of each party;
  - (iii) within 28 days of the first meeting of the parties, the senior officers of the parties shall meet with a view to resolving all disputes; and
  - (iv) if no resolution results before the expiry of 14 days following that meeting, then either party may refer the matter for resolution in accordance with the ADRR.
- (d) Within 28 days after the date upon which Network Rail shall have provided to the Train Operator the information referred to in paragraph 4.2(a) above (if not disputed) or 28 days of resolution or determination of any dispute in accordance with paragraph 4.2(c) above, any amount due shall be invoiced (or presented in a credit note, as the case may be) for payment, and payable, as provided under this contract.

**Appendix 7A**  
(Not used)

**Appendix 7B**  
(Not used)

**APPENDIX 7C – DEFAULT TRAIN CONSIST DATA<sup>34th</sup> SA**

<b>TRAIN SERVICE CODE</b>	<b>TYPE OF TRAIN MOVEMENT</b>	<b>DEFAULT TRAIN CONSIST DATA</b>
22720000	Train movements between St Pancras/Blackfriars and Bedford	1 x Class 700  Electric Multiple Unit  6 Motor Coaches and 6 Trailer Coaches
22728000	Train movements between St Pancras/Blackfriars and Luton/St Albans/Kentish Town	1 x Class 700  Electric Multiple Unit  4 Motor Coaches and 4 Trailer Coaches
22721000	Train movements between Blackfriars/St Pancras and Brighton/Littlehampton	1 x Class 700  Electric Multiple Unit  6 Motor Coaches and 6 Trailer Coaches
22729000	Train movements between Blackfriars/St Pancras and Gatwick/Horsham	1 x Class 700  Electric Multiple Unit  6 Motor Coaches and 6 Trailer Coaches
22729001	Train movements between Blackfriars/St Pancras and East Grinstead	1 x Class 700  Electric Multiple Unit  6 Motor Coaches and 6 Trailer Coaches
22722000	Train movements between Blackfriars/St Pancras and Sutton	1 x Class 700  Electric Multiple Unit  4 Motor Coaches and 4 Trailer Coaches
22727100	Train movements between St Pancras/Blackfriars and Peterborough	1 x Class 700  Electric Multiple Unit  6 Motor Coaches and 6 Trailer Coaches



<b>TRAIN SERVICE CODE</b>	<b>TYPE OF TRAIN MOVEMENT</b>	<b>DEFAULT TRAIN CONSIST DATA</b>
22761000	Train movements between Blackfriars/St Pancras and Rainham	1 x Class 700  Electric Multiple Unit  4 Motor Coaches and 4 Trailer Coaches
24743000	Train movements between Ashford International and Hastings/Brighton	1 x Class 171  Diesel Multiple Unit  2 Motor Coaches
24744000	Train movements between Brighton and Portsmouth	1 x Class 313  Electric Multiple Unit  2 Motor Coaches and 1 Trailer Coach
24745000	Train movements between London and Redhill, Reigate, Tonbridge or Gatwick	1 x Class 377  Electric Multiple Units  3 Motor Coaches and 1 Trailer Coach
24746000	Train movements between London and the Sussex Coast via Haywards Heath	2 x Class 377  Electric Multiple Unit  6 Motor Coaches and 2 Trailer Coaches
24747000	Train movements between London and Brighton	2 x Class 377  Electric Multiple Unit  6 Motor Coaches and 2 Trailer Coaches
24748000	Train movements between London and Sussex Coast via Horsham	2 x Class 377  Electric Multiple Units  6 x Motor Coaches and 2 x Trailer Coaches

<b>TRAIN SERVICE CODE</b>	<b>TYPE OF TRAIN MOVEMENT</b>	<b>DEFAULT TRAIN CONSIST DATA</b>
24749000	Train movements between London and Uckfield/East Grinstead	1 x Class 171  Diesel Multiple Unit  4 Motor coaches
24780000	Train movements between London and Dorking Guildford and Horsham	2 x Class 377  Electric Multiple Unit  6 Motor Coaches and 2 x Trailer Coaches
24782000	Train movements between Victoria and West Croydon via Streatham Hill or Norbury	2 x Class 377  Electric Multiple Units  6 Motor Coaches and 2 Trailer Coaches.
24783000	Train movements between London Bridge and South London via Sydenham	2 x Class 377  Electric Multiple Units  6 Motor Coaches and 2 Trailer Coaches.
24785000	Train movement between London Victoria and Epsom	2 x Class 377 Electric Multiple Units  6 Motor Coaches and 2 Trailer Coaches.
24786000	Train movements between London and Caterham/Tattenham Corner	2 x Class 377  Electric Multiple Units  8 Motor Coaches and 2 Trailer Coaches
24787000	Train movements between London Bridge, Beckenham Junction, Sutton and Caterham via Tulse Hill & Wimbledon	2 x Class 455  Electric Multiple Units  2 Motor Coach and 6 Trailer Coaches.

TRAIN SERVICE CODE	TYPE OF TRAIN MOVEMENT	DEFAULT TRAIN CONSIST DATA
24968000	Train movement(s) between Milton Keynes Central/Watford Junction and Kensington Olympia	2 x Class 377 Electric Multiple Unit 6 Motor Coaches and 2 Trailer Coaches
24969000	Non-stop Train movement(s) between Victoria and Gatwick Airport/Brighton	2 x Class 387 Electric Multiple Unit 6 Motor Coaches and 2 Trailer Coaches
24788004	Ctl. Div. Staff Trains	1 x Class 377 Electric Multiple Unit 3 Motor Coaches and 1 Trailer Coach
24788005	Empty coaching stock movement(s)	2 x Class 377 Electric Multiple Units 6 Motor Coaches and 2 Trailer Coach
21788001	Non revenue earning trains (GN Route)	2 x Class 387
		Electric Multiple Unit
		4 Motor Coaches and 4 trailers
22788002	Non revenue earning trains (TL Route)	1 x Class 700 Electric Multiple Unit 4 Motor Coaches and 4 Trailer Coaches–
24788007	Gatwick Express Empty Coaching Stock	2 x Class 387s Electric Multiple Unit 6 Motor Coaches and 2 Trailer Coaches

**APPENDIX 7D** 23rd SA**"METERED TRAINS M" FOR THE PURPOSES OF PARAGRAPH 4.1.1 OF PART 2**

Train Type	Train ID	Traction Type
365	All	AC
387	All	AC/DC
313	313201	DC
313	313202	DC
313	313203	DC
313	313204	DC
313	313205	DC
313	313206	DC
313	313207	DC
313	313208	DC
313	313209	DC
313	313210	DC
313	313211	DC
313	313212	DC
313	313213	DC
313	313214	DC
313	313215	DC
313	313216	DC
313	313217	DC
313	313219	DC
313	313220	DC
377	377101	DC
377	377102	DC
377	377103	DC
377	377104	DC
377	377105	DC
377	377106	DC
377	377107	DC
377	377108	DC
377	377109	DC
377	377110	DC
377	377111	DC
377	377112	DC
377	377113	DC
377	377114	DC
377	377115	DC
377	377116	DC
377	377117	DC
377	377118	DC
377	377119	DC
377	377120	DC
377	377121	DC
377	377122	DC
377	377123	DC
377	377124	DC

Train Type	Train ID	Traction Type
377	377125	DC
377	377126	DC
377	377127	DC
377	377128	DC
377	377129	DC
377	377130	DC
377	377131	DC
377	377132	DC
377	377133	DC
377	377134	DC
377	377135	DC
377	377136	DC
377	377137	DC
377	377138	DC
377	377139	DC
377	377140	DC
377	377141	DC
377	377142	DC
377	377143	DC
377	377144	DC
377	377145	DC
377	377146	DC
377	377147	DC
377	377148	DC
377	377149	DC
377	377150	DC
377	377151	DC
377	377152	DC
377	377153	DC
377	377154	DC
377	377155	DC
377	377156	DC
377	377157	DC
377	377158	DC
377	377159	DC
377	377160	DC
377	377161	DC
377	377162	DC
377	377163	DC
377	377164	DC
377	377201	AC/DC
377	377202	AC/DC
377	377203	AC/DC
377	377204	AC/DC
377	377205	AC/DC
377	377206	AC/DC
377	377207	AC/DC
377	377208	AC/DC
377	377209	AC/DC
377	377210	AC/DC

Train Type	Train ID	Traction Type
377	377211	AC/DC
377	377212	AC/DC
377	377213	AC/DC
377	377214	AC/DC
377	377215	AC/DC
377	377501	AC/DC
377	377502	AC/DC
377	377503	AC/DC
377	377504	AC/DC
377	377505	AC/DC
377	377506	AC/DC
377	377507	AC/DC
377	377508	AC/DC
377	377509	AC/DC
377	377510	AC/DC
377	377511	AC/DC
377	377512	AC/DC
377	377513	AC/DC
377	377514	AC/DC
377	377515	AC/DC
377	377516	AC/DC
377	377517	AC/DC
377	377518	AC/DC
377	377519	AC/DC
377	377520	AC/DC
377	377521	AC/DC
377	377522	AC/DC
377	377523	AC/DC
377	377301	DC
377	377302	DC
377	377303	DC
377	377304	DC
377	377305	DC
377	377306	DC
377	377307	DC
377	377308	DC
377	377309	DC
377	377310	DC
377	377311	DC
377	377312	DC
377	377313	DC
377	377314	DC
377	377315	DC
377	377316	DC
377	377317	DC
377	377318	DC
377	377319	DC
377	377320	DC
377	377321	DC
377	377322	DC

Train Type	Train ID	Traction Type
377	377323	DC
377	377324	DC
377	377325	DC
377	377326	DC
377	377327	DC
377	377328	DC
377	377342	DC
377	377401	DC
377	377402	DC
377	377403	DC
377	377404	DC
377	377405	DC
377	377406	DC
377	377407	DC
377	377408	DC
377	377409	DC
377	377410	DC
377	377411	DC
377	377412	DC
377	377413	DC
377	377414	DC
377	377415	DC
377	377416	DC
377	377417	DC
377	377418	DC
377	377419	DC
377	377420	DC
377	377421	DC
377	377422	DC
377	377423	DC
377	377424	DC
377	377425	DC
377	377426	DC
377	377427	DC
377	377428	DC
377	377429	DC
377	377430	DC
377	377431	DC
377	377432	DC
377	377433	DC
377	377434	DC
377	377435	DC
377	377436	DC
377	377437	DC
377	377438	DC
377	377439	DC
377	377440	DC
377	377441	DC
377	377442	DC
377	377443	DC

Train Type	Train ID	Traction Type
377	377444	DC
377	377445	DC
377	377446	DC
377	377447	DC
377	377448	DC
377	377449	DC
377	377450	DC
377	377451	DC
377	377452	DC
377	377453	DC
377	377454	DC
377	377455	DC
377	377456	DC
377	377457	DC
377	377458	DC
377	377459	DC
377	377460	DC
377	377461	DC
377	377462	DC
377	377463	DC
377	377464	DC
377	377465	DC
377	377466	DC
377	377467	DC
377	377468	DC
377	377469	DC
377	377470	DC
377	377471	DC
377	377472	DC
377	377473	DC
377	377474	DC
377	377475	DC
377	377601	DC
377	377602	DC
377	377603	DC
377	377604	DC
377	377605	DC
377	377606	DC
377	377607	DC
377	377608	DC
377	377609	DC
377	377610	DC
377	377611	DC
377	377612	DC
377	377613	DC
377	377614	DC
377	377615	DC
377	377616	DC
377	377617	DC
377	377618	DC



Train Type	Train ID	Traction Type
377	377619	DC
377	377620	DC
377	377621	DC
377	377622	DC
377	377623	DC
377	377624	DC
377	377625	DC
377	377626	DC
377	377701	DC/AC
377	377702	DC/AC
377	377703	DC/AC
377	377705	DC/AC
377	377706	DC/AC
377	377707	DC/AC
377	377708	DC/AC
442	All	DC
455	All	DC
700 <sup>1st SA</sup>	All	DC/AC
Class 717 <sup>23rd SA</sup>	All	DC/AC

## SCHEDULE 8: PERFORMANCE REGIME

### 1 Interpretation

#### 1.1 Definitions

In this Schedule 8 and its Appendices, unless the context otherwise requires:

- “Applicable Timetable”** means, in respect of a day, that part of the Working Timetable in respect of that day which is required to be drawn up in accordance with Condition D2.1.1 of the Network Code as at 2200 hours on the day prior to that day, and which is applicable to the Trains;
- “Bi-annual Timetable”** means in respect of any day or any Period the Passenger Timetable commencing on either the Principal Change Date or Subsidiary Change Date (as the case may be) in which falls the last day of the Period containing that day or the last day of that Period respectively;
- “Cancelled Stop”** means in relation to a Train scheduled in the Applicable Timetable to stop to set down passengers at a Monitoring Point, the Train failing to trigger that Monitoring Point (except where the failure of the train to trigger the Monitoring Point is due to a malfunction of the Monitoring Point);
- “Cancellation Minutes”** means, in relation to a Cancelled Stop, the number of Cancellation Minutes specified in column F of Appendix 1 for the Service Group which includes that Train;
- “Cap”** means, in relation to a Monitoring Point, or a Train, the cap for the relevant Service Group in column G of Appendix 1;
- “Capped Value”** means in relation to any Service Group, the capped value (if any) specified in respect of that Service Group in Appendix 1 (as indexed in accordance with paragraph 9);
- “Charter Destination Point”** means any such station so specified in Appendix 2;
- “CPI”** has the meaning ascribed to it in Schedule 7;
- “ETCS”** means the European Train Control System;
- “Initial Indexation Factor”** has the meaning ascribed to it in Schedule 7;

<b>“Joint Inquiry”</b>	means a formal inquiry which is required by any of the Railway Group Standards to be held or is permitted by any of the Railway Group Standards to be held and is in fact held;
<b>“Minutes Delay”</b>	means, in relation to a Train and a Recording Point, the delay at that Recording Point, calculated in accordance with paragraph 3;
<b>“Minutes Late”</b>	means, in relation to a day and a Monitoring Point, the lateness at that Monitoring Point, calculated in accordance with paragraph 2;
<b>“Monitoring Point”</b>	means, in relation to a direction of a Service, a point listed in column J of Appendix 1 as a point to be used for recording lateness of Trains in accordance with paragraph 2, and each such Monitoring Point shall be treated as a separate Monitoring Point notwithstanding that it may also be a Monitoring Point for the same Service in the opposite direction and/or for other Services”;
<b>“Network Rail Performance Point” or “NRPP”</b>	means, in relation to a Service Group, the Network Rail performance point specified in column B of Appendix 1;
<b>“Off-Peak”</b>	where applicable, has the meaning ascribed to it in Schedule 5;
<b>“Passenger’s Charter”</b>	means a commitment to passengers generally (whether or not legally binding) made by the Train Operator or any Passenger Transport Executive (in respect of any services operated by the Train Operator which are the subject of arrangements between the Train Operator and that Passenger Transport Executive) in relation to the punctuality and/or reliability of all or any of the Trains. The foregoing shall not be construed as to include any specific alternative or additional arrangements with any particular passenger (whether or not legally binding);
<b>“Passenger Timetable”</b>	means those elements of the Applicable Timetable which are intended to be advertised to the public;
<b>“Peak”</b>	Where applicable, has the meaning ascribed to it in Schedule 5;
<b>“Performance Data Accuracy Code”</b>	means the version of the Performance Data Accuracy Code referred to in Part B of the Network Code;
<b>“Performance Monitoring System”</b>	means the recording system which Network Rail is required to operate under Part B of the Network Code;

<b>“Performance Sum”</b>	means, in relation to a Service Group, a sum of money which Network Rail or the Train Operator is liable to pay to the other under this Schedule 8, as calculated in accordance with paragraph 9 or 10, as the case may be;
<b>“Period”</b>	means each consecutive period of 28 days during the term of this contract commencing at 0000 hours on 1 April in each year, provided that the length of the first and last such Period in any year may be varied by up to seven days on reasonable prior notice from Network Rail to the Train Operator;
<b>“Recording Point”</b>	means a point at which Network Rail records Trains using the Performance Monitoring System;
<b>“Recovery Time”</b>	means additional time incorporated in the Applicable Timetable to allow for a Train to regain time lost during an earlier part of its journey;
<b>“Relevant Year”</b>	has the meaning ascribed to it in Schedule 7;
<b>“Restriction of Use”</b>	has the meaning ascribed to it in Schedule 4;
<b>“Season Ticket”</b>	means any ticket valid for unlimited travel on a Service for not less than a period of one calendar month;
<b>“Service Code”</b>	means the third, fourth and fifth digits of an eight character train service code applied in the Performance Monitoring System to Trains and used to identify them;
<b>“Service Group”</b>	means a collection of Services contained within the service groups specified in column A of Appendix 1;
<b>“Train”</b>	means each train operating a Service which is: <ul style="list-style-type: none"> <li>(a) operated by or on behalf of the Train Operator pursuant to the permission to use the Routes granted under this contract; and</li> <li>(b) used to provide services for the carriage of passengers by railway,</li> </ul> but excludes any and all trains making an Ancillary Movement; and
<b>“Train Operator Performance Point”</b>	means, in relation to a Service Group, the Train Operator performance point specified in column D of Appendix 1.

## 1.2 *Interpretation*

For the purposes of this Schedule 8:

- (a) a Train shall be treated as being in a Service Group for that part of its journey during which it satisfies the characteristics specified in columns A, H and J of Appendix 1 as forming a Service which is included in that Service Group;
- (b) events in respect of a Train shall be treated as occurring on the day on which the Train is scheduled in the Applicable Timetable to depart from the first point at which it is to pick up passengers; and
- (c) save as otherwise provided, each final calculation of minutes shall be accurate to three decimal places.

## 1.3 *Suspension Notices*

Wherever a Suspension Notice is in force, the effects of that Suspension Notice shall be the subject of Clause 3.6 and not of this Schedule 8. Accordingly, for the purposes of this Schedule 8:

- (a) neither Network Rail nor the Train Operator shall be allocated any responsibility for those effects; and
- (b) those effects shall not be regarded as causing any Minutes Late or Minutes Delay or Cancelled Stops.

## 2 **Calculation of Minutes Late**

The Minutes Late at a Monitoring Point on a day shall be derived from the following formula:

$$\text{Minutes Late} = \Sigma L$$

where:

L in respect of a Train is the lesser of:

- (i) the number of minutes (rounded down to the nearest whole minute) by which the time at which the Train stops at the Monitoring Point is later than the time at which that Train is scheduled in the Passenger Timetable to stop at that Monitoring Point; and
- (ii) the Cap,

provided that no regard shall be had for any Train which is not recorded as stopping at the Monitoring Point; and

$\Sigma$  is the sum across all those Trains in the relevant Service Group which are scheduled in the Passenger Timetable to stop at that Monitoring Point on that day which do so stop.

### 3 Calculation of Minutes Delay

The Minutes Delay in respect of a Train when it triggers a Recording Point shall be equal to:

- (a) in respect of the first Recording Point triggered by that Train on any day, the number of minutes (rounded down to the nearest whole minute) by which the time at which that Train triggers the Recording Point is later than the time at which that Train is scheduled in the Applicable Timetable to do so; and
- (b) in respect of any other Recording Point, the lesser of:
  - (i) the number of Minutes Delay in respect of that Recording Point calculated in accordance with paragraph 3(a) (as if that Recording Point were the first Recording Point triggered by that Train); and
  - (ii) the greater of  $((A_1 - A_2) + B)$  and zero

where:

- $A_1$  is the number of minutes between the time at which the Train triggers the Recording Point (rounded down to the nearest whole minute) and the time the Train last triggered a Recording Point (rounded down to the nearest whole minute);
- $A_2$  is the relevant time lapse scheduled in the Applicable Timetable between those same two Recording Points; and
- $B$  is any Recovery Time between those Recording Points incorporated in the Applicable Timetable;

provided that:

- (1) any Minutes Delay which arise from a single incident or a series of related incidents and which are less than three minutes in aggregate shall be deemed to be zero; and
- (2) if for any Train the aggregate Minutes Delay in respect of all Recording Points caused by a single incident are in excess of the Cap specified in column G of Appendix 1 for that Service Group, then such excess shall be disregarded.

## **4 Recording of performance information**

### **4.1 *Recording of lateness, Minutes Delay and Cancelled Stops***

Without prejudice to its obligations under Part B of the Network Code, Network Rail shall use the Performance Monitoring System to record for each day in respect of each Train scheduled in the Applicable Timetable:

- (a) the time at which the Train stops to set down passengers at each Monitoring Point;
- (b) each Cancelled Stop and the incident(s) causing such Cancelled Stop where the incident can be identified;
- (c) the time at which the Train triggers each Recording Point;
- (d) the Minutes Delay for that Train at each Recording Point;
- (e) where the Minutes Delay which that Train has accrued since the last Recording Point are greater than or equal to three minutes:
  - (i) the incident(s) causing each minute of any delay included in Minutes Delay; and
  - (ii) those Minutes Delay for which Network Rail is unable to identify a cause; and
- (f) for each Charter Destination Point in respect of Trains for which the Charter Destination Point is a destination for the purposes of a Passenger's Charter, the time of the Train's arrival.

The provisions of this Schedule 8, which concern the recording of train performance information or which refer to information regarding train performance, and the rights and remedies of the parties in respect of the recording of that information, shall be subject to and interpreted in accordance with the provisions of the Performance Data Accuracy Code.

#### *4.2 Recording of allocated responsibility for Minutes Delay and Cancelled Stops*

Network Rail shall for each day and for each Train scheduled in the Applicable Timetable record separately in the Performance Monitoring System those Minutes Delay and Cancelled Stops caused by incidents:

- (a) for which Network Rail is allocated responsibility in accordance with paragraph 5.2;
- (b) for which the Train Operator is allocated responsibility in accordance with paragraph 5.3;
- (c) for which Network Rail and the Train Operator are allocated joint responsibility, in accordance with paragraph 5.4;
- (d) for which no cause can be identified; and
- (e) which are planned incidents in accordance with paragraph 5.7.

#### *4.3 Failed Recording Points*

Without prejudice to its obligations under Part B of the Network Code, Network Rail shall use all reasonable endeavours:

- (a) to restore as soon as reasonably practicable any failed Recording Point; and
- (b) pending such restoration, to compile such information from manual records and other sources, including the Train Operator, and otherwise to substitute such information as is appropriate to reflect as accurately as is reasonably practicable the actual performance of the relevant Trains for the purposes of this Schedule 8.

#### *4.4 Provision of information by Train Operator*

The Train Operator shall record and shall continue to record such information as Network Rail may reasonably require and which it is reasonable to expect the Train Operator to have or procure in connection with any Minutes Delay that may arise and shall provide such information to Network Rail promptly after such information first becomes available to the Train Operator.

Network Rail shall promptly notify the Train Operator upon Network Rail becoming aware of any failure or any likely failure to record accurately the information which it is required to record under paragraph 4.1. Any such notification shall be in sufficient detail to enable the Train Operator to institute the recording of such information in connection with the Trains for which the recording of information is subject to such failure or likely failure as the Train Operator may reasonably achieve. The Train Operator shall institute such recording as soon as it is reasonably able following receipt of the notification from Network Rail and will provide Network Rail with the resulting information no later than 1700 hours two Working Days following the day on which it was recorded.



## **5 Allocation of responsibility for Minutes Delay and Cancelled Stops**

### **5.1 *Assessment of incidents causing Minutes Delay and Cancelled Stops***

- (a) In assessing the cause of any Minutes Delay or Cancelled Stop, there shall be taken into account all incidents contributing thereto including:
  - (i) the extent to which each party has taken reasonable steps to avoid and/or mitigate the effects of the incidents; and
  - (ii) where a Restriction of Use overruns due to the start of such Restriction of Use being delayed by a late running Train, the incident(s) giving rise to that late running;
- (b) The parties shall take reasonable steps to avoid and mitigate the effects of any incidents upon the Trains and any failure to take such steps shall be regarded as a separate incident;
- (c) Network Rail shall identify:
  - (i) in respect of each incident recorded under paragraph 4.1(e)(i) as causing Minutes Delay, the extent to which that incident caused each of the Minutes Delay; and
  - (ii) in respect of each incident recorded under paragraph 4.1(b), the extent to which that incident caused the Cancelled Stop;
- (d) So far as Network Rail is reasonably able to do so, it shall identify whether responsibility for incidents causing Minutes Delay or Cancelled Stops is to be allocated to Network Rail or to the Train Operator or to them jointly in accordance with the following provisions of this paragraph 5.

### **5.2 *Network Rail responsibility incidents***

Responsibility for Minutes Delay and Cancelled Stops on a day caused by incidents for which Network Rail is allocated responsibility pursuant to this paragraph 5.2 shall be allocated to Network Rail. Unless and to the extent otherwise agreed, Network Rail shall be allocated responsibility for an incident other than a planned incident (as defined in paragraph 5.7), if that incident is caused wholly or mainly:

- (a) by breach by Network Rail of any of its obligations under this contract; or
- (b) (whether or not Network Rail is at fault) by circumstances within the control of Network Rail in its capacity as operator of the Network; or
- (c) (whether or not Network Rail is at fault) by any act, omission or circumstance originating from or affecting the Network (including its operation), including, subject to paragraph 5.3(b)(i), any incident in connection with rolling stock on the Network for which any train operator other than the Train Operator would be allocated responsibility if it were the Train Operator under this contract.

### 5.3 *Train Operator responsibility incidents*

Responsibility for Minutes Delay and Cancelled Stops on a day caused by incidents for which the Train Operator is allocated responsibility pursuant to this paragraph 5.3 shall be allocated to the Train Operator. Unless and to the extent otherwise agreed, the Train Operator shall be allocated responsibility for an incident other than a planned incident (as defined in paragraph 5.7) if that incident:

- (a) is caused wholly or mainly:
  - (i) by breach by the Train Operator of any of its obligations under this contract; or
  - (ii) (whether or not the Train Operator is at fault) by circumstances within the control of the Train Operator in its capacity as an operator of trains; or
  - (iii) (whether or not the Train Operator is at fault) by any act, omission or circumstance originating from or affecting rolling stock operated by or on behalf of the Train Operator (including its operation), including any such act, omission or circumstance originating in connection with or at any station (other than in connection with signalling under the control of Network Rail at that station or physical works undertaken by Network Rail at that station), any light maintenance depot or any network other than the Network; or
- (b) causes delay to:
  - (i) rolling stock operated by or on behalf of another train operator which is delayed in entering or leaving the Network due to any act, omission or circumstance originating in connection with a light maintenance depot or network other than the Network and, as a result of that delay, rolling stock operated by or on behalf of the Train Operator which is scheduled to leave or enter the Network at the connection with that light maintenance depot or other network is then delayed behind the first mentioned rolling stock; or
  - (ii) the commencement of a Train's journey, which is caused by the late running for any reason whatever of any rolling stock included in that Train when that rolling stock is operated by or on behalf of another train operator.

#### 5.4 *Joint responsibility incidents*

- (a) Network Rail and the Train Operator shall be allocated joint responsibility for:
  - (i) any incident which is not a planned incident (as defined in paragraph 5.7), caused by an act, omission or circumstance originating in connection with or at a station which:
    - (1) is an act, omission or circumstance which affects the Network, or its operation, and prevents a Train entering or passing through a station at the time it is scheduled to do so; and
    - (2) prevents the access of passengers through the station to or from the Train;and paragraphs 5.2 and 5.3 shall not apply to any such incident; or
  - (ii) any identified incident in respect of which Network Rail and the Train Operator are equally responsible and for which neither Network Rail nor the Train Operator is allocated responsibility under paragraph 5.2 or 5.3.
- (b) Unless and to the extent otherwise agreed, Minutes Delay or Cancelled Stops caused by incidents for which Network Rail and the Train Operator are allocated joint responsibility pursuant to paragraph 5.4(a) shall be allocated 50% to Network Rail and 50% to the Train Operator.

#### 5.5 *Unidentified incidents: Minutes Delay*

Responsibility for Minutes Delay on any day in respect of a Service Group caused by incidents which are unidentified, as recorded under paragraph 4.2(d), shall be allocated as follows:

- (a) if there are any Minutes Delay in respect of the Service Group recorded as being caused by incidents for which Network Rail or the Train Operator are allocated responsibility:
  - (i) 50% of the unidentified Minutes Delay under paragraph 4.2(d) shall be allocated to Network Rail, the Train Operator and joint responsibility incidents *pro rata* to the aggregate Minutes Delay for that Service Group respectively recorded as being their responsibility under this paragraph 5 for that day; and
  - (ii) the balance of the Minutes Delay under paragraph 4.2(d) shall be allocated to Network Rail; and
- (b) if no Minutes Delay on that day in respect of the Service Group are recorded as being caused by incidents for which Network Rail or the Train Operator are allocated responsibility, then Network Rail and the Train Operator shall each be allocated 50% of the unidentified Minutes Delay recorded under paragraph 4.2(d).

#### *5.6 Unidentified incidents: Cancelled Stops*

Responsibility for Cancelled Stops on a day in respect of a Service Group caused by incidents which are unidentified shall be allocated 50% to Network Rail and 50% to the Train Operator.

#### *5.7 Planned incidents*

An incident shall be treated as a planned incident if and to the extent that:

- (a) such incident was a Restriction of Use notified in accordance with Schedule 4 by Network Rail to the Train Operator; or
- (b) there is Recovery Time in respect of that incident.

#### *5.8 Allocation of responsibility for Minutes Delay at Service Group level: aggregate Minutes Delay*

In respect of a Service Group, the aggregate Minutes Delay on a day shall be the aggregate of all Minutes Delay recorded under paragraphs 4.2(a) to 4.2(d) in respect of all Trains in that Service Group scheduled in the Applicable Timetable.

#### *5.9 Allocation of responsibility for Minutes Delay at Service Group level: Network Rail Minutes Delay*

In respect of a Service Group, the Minutes Delay on a day allocated to Network Rail shall be the aggregate of any Minutes Delay allocated to Network Rail under paragraph 5.2, paragraph 5.4 and paragraph 5.5.

#### *5.10 Allocation of responsibility for Minutes Delay at Service Group level: Train Operator Minutes Delay*

In respect of a Service Group, the Minutes Delay on a day allocated to the Train Operator shall be the aggregate of any Minutes Delay allocated to the Train Operator under paragraph 5.3, paragraph 5.4 and paragraph 5.5.

#### *5.11 Network Rail Cancelled Stops at Monitoring Point level*

In respect of a Monitoring Point, the Cancelled Stops on a day allocated to Network Rail shall be the aggregate of any Cancelled Stops allocated to Network Rail under paragraph 5.2, paragraph 5.4 and paragraph 5.6.

#### *5.12 Train Operator Cancelled Stops at Monitoring Point level*

In respect of a Monitoring Point, the Cancelled Stops on a day allocated to the Train Operator shall be the aggregate of any Cancelled Stops allocated to the Train Operator under paragraph 5.3, paragraph 5.4 or paragraph 5.6.

### **6 Statement of allocated responsibility**

#### *6.1 Initial statement*

For each day, Network Rail shall provide to the Train Operator as soon as reasonably practicable and in any event no later than the following Working Day:

- (a) the allocation of responsibility for incidents made by Network Rail under paragraph 5; and

- (b) a summary for each Service Group showing:
  - (i) the aggregate Minutes Delay and Cancelled Stops recorded under each category set out in paragraph 4.2; and
  - (ii) a list of the Minutes Delay and Cancelled Stops (in each case broken down by incident) recorded as the responsibility of Network Rail and as the responsibility of the Train Operator.

#### 6.2 *Further statements*

If Network Rail's nominated representative has reasonable grounds to believe that any further incident was the responsibility of the Train Operator or of Network Rail but was not shown as such in the information made available in accordance with paragraph 6.1, then Network Rail may, within seven days after the last Minutes Delay or Cancelled Stop caused by that incident, issue a notice in accordance with paragraph 15 revising the information and/or allocations of responsibility made available under paragraph 6.1.

#### 6.3 *Adjustment statements*

If Condition B3.3 (adjustment to prior results) applies in respect of all or part of a Period, then Network Rail shall promptly issue to the Train Operator a statement showing the necessary adjustments (if any) to statements already issued and Performance Sums already paid in respect of the Period, and any such adjusting statement shall be treated as if it were a statement under paragraph 11.1 and, subject to paragraph 12.2, an adjusting payment shall be payable within 28 days of Network Rail's statement.

#### 6.4 *Disputes about statements of allocated responsibility*

- (a) Except to the extent that it has, within two Working Days of receipt, notified Network Rail in accordance with paragraph 15 that it disputes the contents of a statement under paragraphs 6.1 or 6.2, the Train Operator shall be deemed to have agreed the contents of that statement. Any notification of a dispute shall specify the reasons for that dispute.
- (b) The parties shall attempt to resolve disputes notified in accordance with paragraph 6.4(a) as follows:
  - (i) within the next two clear Working Days after notification of any dispute, nominated representatives of the parties shall attempt to resolve that dispute; and
  - (ii) if agreement has not been reached after two clear Working Days, representatives authorised by a more senior level of management of the parties shall use all reasonable endeavours to negotiate a resolution of the dispute.
- (c) Negotiations under paragraph 6.4(b)(ii) shall continue, if necessary, until a date no earlier than five clear Working Days after the end of the Period in which the event giving rise to the dispute referred to in paragraph 6.4(a) occurred.

## 7 Allocation of Minutes Late to Network Rail

In respect of each Monitoring Point, the Minutes Late on a day at that Monitoring Point allocated to Network Rail (MLNR) shall be calculated according to the following formulae:

if MD is greater than zero

$$MLNR = \frac{(MDNR \cdot ML)}{MD} + DMLNR$$

or if MD is equal to zero

$$MLNR = (0.5 \cdot ML) + DMLNR$$

where:

ML is the aggregate Minutes Late at that Monitoring Point on that day for all Trains in that Service Group, calculated in accordance with paragraph 2;

MD is the aggregate Minutes Delay on that day in respect of the Service Group under which that Monitoring Point is listed in column J of Appendix 1, calculated in accordance with paragraph 5.8;

MDNR is that part of such MD allocated to Network Rail in accordance with paragraph 5.9; and

DMLNR is the deemed minutes late at that Monitoring Point on that day allocated to Network Rail, derived from the following formula:

$$DMLNR = RC \cdot CM$$

where:

RC is the number of Cancelled Stops recorded at that Monitoring Point on that day for which Network Rail is allocated responsibility in accordance with paragraph 5.11; and

CM is the Cancellation Minutes for that Service Group set out in column F of Appendix 1.

## 8 Allocation of Minutes Late to the Train Operator

In respect of each Monitoring Point, the Minutes Late at that Monitoring Point on a day allocated to the Train Operator (MLT) shall be calculated according to the following formulae:

if MD is greater than zero

$$MLT = \frac{(MDT \cdot ML)}{MD} + DMLT$$

or if MD is equal to zero

$$MLT = (0.5 \cdot ML) + DMLT$$

where:

- ML is the aggregate Minutes Late at that Monitoring Point on that day for all Trains in that Service Group, calculated in accordance with paragraph 2;
- MD is the aggregate Minutes Delay on that day in respect of the Service Group under which that Monitoring Point is listed in column J of Appendix 1, calculated in accordance with paragraph 5.8;
- MDT is that part of such MD allocated to the Train Operator in accordance with paragraph 5.10; and
- DMLT is the deemed minutes late at that Monitoring Point on that day allocated to the Train Operator, derived from the following formula:

$$DMLT = TC \cdot CM$$

where:

TC is the number of Cancelled Stops recorded at that Monitoring Point on that day for which the Train Operator is allocated responsibility in accordance with paragraph 5.12; and

CM is the Cancellation Minutes for that Service Group set out in column F of Appendix 1.

## **9 Network Rail Performance Sums**

- 9.1 In respect of a Service Group, the Network Rail Performance Sum (NRPS) for each Period shall be calculated according to the following formula:

$$NRPS = (NRPP - NRWAML) \cdot BF \cdot NRPR$$

where:

NRPP is the Network Rail Performance Point for that Service Group specified in column B of Appendix 1 for the year in which that Period falls;

NRWAML is the aggregate for all Monitoring Points in the Service Group of the weighted average minutes late allocated to Network Rail in accordance with the following formula:

$$NRWAML = \sum \frac{(MLNR \cdot MPW)}{SP}$$

where:

$\sum$  is the sum across all Monitoring Points in the Service Group;

MLNR is the Minutes Late allocated to Network Rail in respect of each Monitoring Point in that Period, in accordance with paragraph 7;

MPW is the weighting attributable to that Monitoring Point, as specified in column K of Appendix 1; and

SP is the aggregate number of stops to set down passengers at that Monitoring Point scheduled for the Period in the Applicable Timetable for which a stop or Cancelled Stop is recorded in accordance with paragraphs 4.1(a) and (b) except that if SP=0 for any Monitoring Point, then for that Monitoring Point it shall  $\frac{(MLNR \cdot MPW)}{SP}$  be deemed that shall equal zero;

BF is the relevant busyness factor estimated for the Period according to the following formula:

$$BF = \frac{\sum(MPW \cdot SD)}{AS}$$

where:

$\sum$  is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to that Monitoring Point, as specified in column K of Appendix 1;

SD is the aggregate number of stops to set down passengers at that Monitoring Point scheduled in the Applicable Timetable for that Period for that Service Group; and

AS is the average number of stops per day at the Monitoring Point scheduled in the Bi-annual Timetable in respect of that Period except that if AS=0 for any Monitoring Point it shall be deemed that shall equal zero; and

$$\frac{(MPW \cdot SD)}{A}$$

NRPR is the relevant Network Rail payment rate for that Service Group specified in column C of Appendix 1 as indexed in accordance with paragraph 13,

provided that:

- (i) if a Capped Value is specified in respect of that Service Group in Appendix 1 and the value of NRPS in respect of any Period is determined in accordance with the formula set out in this paragraph to be greater than the Capped Value in respect of such Period, then the value of NRPS shall be deemed to be equal to the Capped Value in respect of such Period;
- (ii) the Capped Value shall be multiplied by the CV indexation figure for the Relevant Year;



- (iii) the CV indexation figure in Relevant Year t shall be derived from the following formula:

$$CV_t = \left(1 + \frac{(CPI_{t-1} - CPI_{2018})}{CPI_{2018}}\right) \times \text{Initial Indexation Factor}$$

where:

CV<sub>t</sub> means the CV indexation in Relevant Year t;

CPI<sub>t-1</sub> means the CPI published or determined with respect to the month of November in Relevant Year t-1; and

CPI<sub>2018</sub> means the CPI published or determined with respect to the month of November 2018,

except that in relation to the Relevant Year commencing on 1 April 2019, CV<sub>t</sub> shall equal 1 x Initial Indexation Factor.”

- 9.2 Where NRPS is less than zero, Network Rail shall pay the amount of the NRPS to the Train Operator. Where NRPS is greater than zero, the Train Operator shall pay that amount to Network Rail.

## 10 Train Operator Performance Sums

- 10.1 In respect of a Service Group, the Train Operator Performance Sum (TPS) for each Period shall be calculated according to the following formula:

$$TPS = (TPP - TWAML) \cdot BF \cdot TPR$$

where:

TPP is the Train Operator Performance Point for the Service Group specified in column D of Appendix 1;

TWAML is the aggregate for all Monitoring Points in the Service Group of the weighted average minutes late allocated to the Train Operator in accordance with the following formula:

$$TWAML = \sum \frac{(MLT \cdot MPW)}{SP}$$

where:

∑ is the sum across all Monitoring Points in the Service Group;

MLT is the Minutes Late allocated to the Train Operator in respect of each Monitoring Point in that Period, in accordance with paragraph 8;

MPW is the weighting attributable to that Monitoring Point, as specified in column K of Appendix 1; and

SP is the aggregate number of stops to set down passengers at that Monitoring Point scheduled for the Period in the Applicable Timetable for which a stop or Cancelled Stop is recorded in accordance with paragraphs 4.1(a) and (b) except that if SP=0 for any Monitoring Point, then for that Monitoring Point it shall be deemed that shall equal zero;

$$\frac{(MLT \cdot MPW)}{SP}$$

BF is the relevant busyness factor estimated for the Period according to the following formula:

$$BF = \sum (MPW \cdot \frac{SD}{AS})$$

where:

$\sum$  is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to that Monitoring Point, as specified in column K of Appendix 1;

SD is the aggregate number of stops to set down passengers at the Monitoring Point scheduled in the Applicable Timetable for that Period for that Service Group; and

AS is the average number of stops per day at the Monitoring Point scheduled in the Bi-annual Timetable in respect of that Period except that if AS=0 for any Monitoring Point it shall be deemed that

$$\frac{(MPW \cdot SD)}{AS} \text{ shall equal zero; and}$$

TPR is the relevant Train Operator payment rate for that Service Group specified in column E of Appendix 1 as indexed in accordance with the provisions in paragraph 13.

- 10.2 Where TPS is less than zero, the Train Operator shall pay the amount of the TPS to Network Rail. Where TPS is greater than zero, Network Rail shall pay that amount to the Train Operator.

## **11 Notification of Performance Sums**

### **11.1 Notification**

Within 14 days after the end of each Period, Network Rail shall provide the Train Operator with a statement for each Service Group for that Period showing:

- (a) any Performance Sums for which Network Rail or the Train Operator is liable, together with such supporting information (other than information in respect of incidents recorded as the responsibility of Network Rail) as the Train Operator may reasonably require; and
- (b) any matter referred to in paragraph 6.1 which the Train Operator has disputed in accordance with paragraph 6.4(a) and which is still in dispute.

### **11.2 Disputes**

Within 14 days after receipt by the Train Operator of a statement required under paragraph 11.1, the Train Operator shall notify Network Rail of any aspects of such statement which it disputes, giving reasons for each such dispute. The Train Operator shall not dispute any matter which it has agreed or deemed to have agreed under paragraph 6. Such disputes and any matter referred to in paragraph 11.1(b) shall be resolved in accordance with the procedure in paragraph 16. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of each statement.

## **12 Payment procedures**

### **12.1 Payments and set-off**

- (a) In respect of any and all Performance Sums for which Network Rail and the Train Operator are liable in any Period, the aggregate liabilities of Network Rail and the Train Operator shall be set off against each other. The balance shall be payable by Network Rail or the Train Operator, as the case may be, within 35 days after the end of the Period to which the payment relates.
- (b) Subject to paragraph 12.2, and save as otherwise provided, all other sums payable under this Schedule 8 shall be paid within 35 days after the end of the Period to which such payment relates.

### **12.2 Payments in the event of dispute**

Where any sum which is payable under this paragraph 12 is in dispute:

- (a) the undisputed amount shall be paid or set off (as the case may be) in accordance with paragraph 12.1;
- (b) the disputed balance (or such part of it as has been agreed or determined to be payable) shall be paid or set off (as the case may be) within 35 days after the end of the Period in which the dispute is resolved or determined; and

- (c) from the date at which such balance would but for the dispute have been due to be paid or set off, the disputed balance shall carry interest (incurred daily and compounded monthly) at the Default Interest Rate, unless the dispute relates to an incident the responsibility for which is the subject of a Joint Inquiry, in which case interest shall be payable at the prevailing base rate of Barclays Bank plc.

### **13 Payment rates**

- 13.1 Each payment rate in columns C and E of Appendix 1, expressed in pounds sterling and rounded to two decimal places, shall be adjusted in respect of Periods in Relevant Year t in accordance with the following formula:

$$R_t = R_{t-1} \times \left( 1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}} \right)$$

where:

$R_t$  is the relevant rate in the Relevant Year t;

$R_{t-1}$  is the relevant rate in the Relevant Year t-1; and

$CPI_{t-1}$  has the same meaning as set out in paragraph 9.1 above of this Schedule 8; and

$CPI_{t-2}$  means the CPI published or determined with respect to the month of November in Relevant Year t-2,

but so that in relation to the Relevant Year commencing on 1 April 2019,  $R_t$  shall have the relevant value specified in the relevant column (either C or E) of Appendix 1, multiplied by the Initial Indexation Factor and in the next following Relevant Year,  $R_{t-1}$  shall have the same value."

### **14 Not used**

### **15 Notices**

- 15.1 All notices under this Schedule 8 shall be given in writing and shall be sent by prepaid first class post, email or fax or delivered by hand to the party in question at the address for service last notified by that party.
- 15.2 Any such notice shall be deemed to have been duly received:
- (a) if sent by prepaid first class post, three days after posting unless otherwise proven;
  - (b) if sent by hand, when delivered;
  - (c) if sent by facsimile, (subject to confirmation of uninterrupted transmission by a transmission report) before 17:00 hours on a business day, on the day of transmission and, in any other case, at 09:00 hours on the next following business day ("business day" for these purposes being a day which is not a Saturday, Sunday or a Public Holiday in the place where the transmission is to be received); and
  - (d) if sent by email, (unless a notice of non-delivery is received) upon receipt.

## **16 Disputes**

16.1 If any dispute is notified under paragraph 11.2 it shall be resolved according to the following procedure:

- (a) within seven days of service of the relevant notice (or, if the dispute relates to an incident the responsibility for which is or is to be the subject of a Joint Inquiry, within seven days of publication of the conclusion of that Joint Inquiry), the parties shall meet to discuss the disputed aspects with a view to resolving all disputes in good faith;
- (b) if, for any reason, within seven days of the meeting referred to in paragraph 16.1(a), the parties are still unable to agree any disputed aspects, each party shall promptly and in any event within seven days prepare a written summary of the disputed aspects and the reasons for each such dispute and submit such summaries to the senior officer of each party;
- (c) within 28 days of the first meeting of the parties, the senior officers of the parties shall meet with a view to resolving all disputes; and
- (d) if no resolution results before the expiry of 14 days following that meeting, then either party may refer the matter for resolution in accordance with the ADRR.

## **17 Amendments to Appendix 1**

17.1 *Circumstances in which parties agree to amend Appendix 1*

Either party may by notice to the other propose that Appendix 1 be amended in accordance with this paragraph 17.

17.2 *Procedure for amendments to Appendix 1*

- (a) The party who wishes to amend Appendix 1 shall notify the other party of any such proposed change and the date from which it proposes that such change will have effect:
  - (i) where such change relates to a forthcoming timetable change, on or before the first day of the month six months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and
  - (ii) in any other case, prior to the date from which it proposes such change shall have effect.
- (b) Any notice under paragraph 17.2(a) shall:
  - (i) specify as far as possible that party's proposed amendments to Appendix 1; and
  - (ii) be accompanied by information and evidence in reasonable detail supporting the change proposed and setting out the reasons for it.
- (c) The party receiving a notice issued under paragraph 17.2(a) shall respond to that notice in writing, in reasonable detail and with reasons for its response, within 56 days of service of such notice.

- (d) Promptly (and in any event within 34 days) following the service of any response under paragraph 17.2(c), the parties shall endeavour to agree whether Appendix 1 should be amended in accordance with this paragraph 17 and, if so, the amendments.
- (e) If the parties fail to reach agreement within 90 days of service of a notice under paragraph 17.2(a), or if prior to that date both parties agree that agreement is unlikely to be reached within that period:
  - (i) either party may notify ORR; and
  - (ii) if ORR elects to determine the matter, the parties shall furnish ORR with such information and evidence as ORR shall require in order to determine the matter, such determination to be binding on the parties.
- (f) If ORR does not elect to determine the matter within 56 days of receipt by ORR of notification in accordance with paragraph 17.2(e)(i), either party may refer the matter for resolution in accordance with the ADRR and the parties shall agree in a Procedure Agreement (such term to have the same meaning as in the ADRR) that:
  - (i) the relevant ADRR Forum shall have regard to any relevant criteria and/or policy statement issued by ORR including in relation to the introduction of any capped value in respect of any Service Group in Appendix 1; and
  - (ii) that the relevant ADRR Forum will set out its reasoning in any determination.
- (g) An amendment to Appendix 1 shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this paragraph 17 (other than a determination by ORR pursuant to paragraph 17.2(e)(ii)), the parties shall ensure that ORR is furnished with such amendment and such information and evidence as ORR requires to decide whether or not to approve the amendment.
- (h) Any agreed amendment to Appendix 1 in connection with the proposal referred to in paragraph 17.1 which is agreed by the parties or determined by the relevant ADRR Forum, and which is approved by ORR under section 22 of the Act shall apply with effect from either:
  - (i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 17.2(a)(i) applies); or
  - (ii) the date proposed by the party requesting the change (where paragraph 17.2(a)(ii) applies), unless otherwise agreed by the parties or determined by the relevant ADRR Forum in accordance with paragraph 17.2(f).
- (i) Where ORR determines the matter subject to paragraph 17.2(e)(ii), it may issue a notice to the parties setting out the amendments to be made to Appendix 1 and the date, which may be retrospective, from which they shall take effect.

### *17.3 Adjustments to the Performance Monitoring System*

Network Rail shall make appropriate amendments to the Performance Monitoring System to reflect the amendments to Appendix 1 by the date when in accordance with paragraph 17.2 such amendments are to take effect, or as soon as reasonably practicable thereafter. Where any such amendment to Appendix 1 or any consequential amendment to the Performance Monitoring System is not made until after that date, Network Rail shall, promptly following such amendments being made, issue to the Train Operator a statement showing the necessary adjustments to the statements already issued and the payments already made in respect of Performance Sums up to and including the Period commencing on the date when in accordance with paragraph 17.2 such amendments to Appendix 1 are to take effect. Any such adjusting statement shall be treated as if it were a statement under paragraph 11.1 and, subject to paragraph 12.2, an adjusting payment shall be payable within 35 days of that adjusting statement.

### *17.4 Costs of implementing amendment*

Network Rail shall (subject to any determination of the relevant ADRR Forum as to costs, where a matter is referred to that forum under paragraph 17.2(f)) be entitled to ninety percent (90%) of costs incurred by or on behalf of Network Rail in assessing and implementing any amendments to Appendix 1 and the Performance Monitoring System, provided that those costs shall be the minimum reasonably necessary for Network Rail to assess and implement that amendment.

### *17.5 Relationship with Appendix 3 and remainder of Schedule 8*

Amendments to Appendix 1 may require consequential amendments to Appendix 3, and therefore references in this paragraph to amendments to Appendix 1 shall include any amendments to Appendix 3 or any other relevant parts of Schedule 8 which are agreed or determined to be reasonably required in connection with those amendments to Appendix 1.

## **17A ETCS Amendments**

### *17A.1 Circumstances in which ETCS Amendments can be made*

- (a) Either party may by notice to the other propose that amendments are made to this Schedule 8 (and to any other provisions of this contract as a result of those amendments) as a consequence of the introduction of ETCS on any of the Routes that the Train Operator has permission to use ("**ETCS Amendments**").
- (b) ORR may make ETCS Amendments, subject to complying with paragraph 17A.3.

#### *17A.2 ETCS Amendments agreed by the parties*

- (a) A party that wishes to make ETCS Amendments shall serve a notice on the other party that:
  - (i) specifies as far as possible the proposed ETCS Amendments and the date from which they are to have effect; and
  - (ii) is accompanied by information and evidence in reasonable detail supporting the proposed ETCS Amendments and setting out the reasons for making them.
- (b) The party receiving a notice under paragraph 17A.2(a) shall respond in writing, in reasonable detail and with reasons for its response, within 30 Working Days of service of such notice.
- (c) Promptly, and in any event within 20 Working Days following service of a response pursuant to paragraph 17A.2(b), the parties shall use reasonable endeavours to agree the wording of the proposed ETCS Amendments and the date on which they are to have effect.
- (d) If:
  - (i) the parties agree to make ETCS Amendments pursuant to paragraph 17A.2(c); or
  - (ii) the parties fail to reach agreement within 50 Working Days of service of a notice under paragraph 17A.2(a), or prior to that date the parties agree that it is unlikely that agreement will be reached within that period,

they shall notify ORR.

#### *17A.3 ORR right to approve, determine or make ETCS Amendments*

- (a) If ORR:
  - (i) receives a notification under paragraph 17A.2(d); or
  - (ii) proposes to make ETCS Amendments itself,then in deciding whether to approve, determine or make (as the case may be) the ETCS Amendments it shall:
  - (A) give the parties and such other persons, if any, as it considers appropriate, the opportunity to make representations in relation to the proposed ETCS Amendments; and
  - (B) take into account any representations received before making its decision, such decision to specify the date on which the ETCS Amendments shall have effect.
- (b) ORR may require either party to provide such information as it may reasonably require to make a decision pursuant to paragraph 17A.3(a), and such information shall be provided in accordance with any timescales and to the standard required by ORR.



## 18. Compensation for sustained poor performance

### 18.1 Definitions

In this paragraph 18, unless the context otherwise requires:

**“Average Periodic Liability”** means one thirteenth of the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;

**“Calculation Term”** means the 13 Periods immediately preceding each Periodic Liability Date;

**“Periodic Liability Date”** means the first day of the first, fourth, seventh and eleventh Periods in each Relevant Year ignoring for these purposes any Period that commences before the Transition Date as referred to in Clause 19; and

**“SPP Threshold”** means the value specified in respect of the end of the relevant Calculation Term in Appendix 3 (as indexed in accordance with paragraph 19).

### 18.2 Indemnity<sup>30th SA</sup>

Network Rail shall indemnify the Train Operator against all Relevant Losses in accordance with this paragraph 18 if, and to the extent that, the Average Periodic Liability shows Network Rail has exceeded (that is, equalled or been worse than) the relevant SPP Threshold. For the avoidance of doubt, Relevant Losses for the purpose of providing compensation for sustained poor performance under this paragraph are to be measured in comparison to the position the Train Operator would have been in had Network Rail met the NRPP.

### 18.3 Determination of Relevant Losses

Subject to paragraph 18.4, the liability of Network Rail under paragraph 18.2 for sustained poor performance (SPPL) shall be determined in accordance with the following formula:

$$\text{SPPL} = \text{RL} - \text{PS}$$

where:

**RL** means the Train Operator’s Relevant Losses arising as a direct result of Minutes Delay and Cancelled Stops during the Calculation Term in each case insofar as these do not arise as a result of an incident for which the Train Operator is allocated responsibility pursuant to paragraph 5.3; and

**PS** means the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;

#### 18.4 *Restrictions on claims by Train Operator*

The Train Operator shall not be entitled to make a claim for Relevant Losses pursuant to this paragraph 18:

- (a) if and to the extent that it has previously recovered those Relevant Losses whether under this paragraph 18 or otherwise; or
- (b) in relation to any Calculation Term or part of it that precedes the Transition Date as referred to in Clause 19.

### 19 **SPP Indexation** <sup>30th SA</sup>

#### 19.1 *SPP Indexation*

Each value specified in Appendix 3, expressed in pounds sterling and rounded to two decimal places, shall be multiplied by the SPP indexation figure for the Relevant Year.

#### 19.2 *Application of SPP Indexation*

The SPP indexation figure in Relevant Year t shall be derived from the following formula:

$$SPPI_t = \left(1 + \frac{(CPI_{t-1} - CPI_{2018})}{CPI_{2018}}\right) \times \text{Initial Indexation Factor}$$

where:

$SPPI_t$  means the SPP indexation in Relevant Year t;

$CPI_{t-1}$  has the meaning as set out in paragraph 9.1 above of this Schedule 8; and

$CPI_{2018}$  has the meaning as set out in paragraph 9.1 above of this Schedule 8; except that in relation to the Relevant Year commencing on 1 April 2019,  $CV_t$  shall equal 1 x Initial Indexation Factor.

# Appendix 1 30<sup>th</sup> SA

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET01 Thameslink North Outer (MML) Off-Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	21	90	720	Thameslink Mainline North (Bedford - Brighton)	Forward	St Albans	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Forward	Luton	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Forward	Bedford	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Reverse	Luton	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Reverse	St Albans	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Reverse	London St Pancras	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Reverse	London Blackfriars	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET01 Thameslink North Outer (MML) Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	15	60	720	Thameslink Mainline North (Bedford - Brighton)	Forward	St Albans	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Forward	Luton	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Forward	Bedford	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Reverse	Luton	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Reverse	St Albans	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Reverse	London St Pancras	[Redacted]
							720	Thameslink Mainline North (Bedford - Brighton)	Reverse	London Blackfriars	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET02 Thameslink Sussex Outer Off-Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	23	90	721	TL Mainline South (Brighton - Bedford)	Forward	Haywards Heath	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	Gatwick Airport	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	East Croydon	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	London Bridge	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	London Blackfriars	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	London St Pancras	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	London Bridge	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	East Croydon	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	Gatwick Airport	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	Haywards Heath	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	Brighton	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	Littlehampton	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	Redhill	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	East Croydon	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	London Bridge	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	London Blackfriars	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	London St Pancras	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	London Bridge	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	East Croydon	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	Redhill	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	Gatwick Airport	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	Horsham	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	E Grinstead	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET02 Thameslink Sussex Outer Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	21	120	721	TL Mainline South (Brighton - Bedford)	Forward	Haywards Heath	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	Gatwick Airport	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	East Croydon	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	London Bridge	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	London Blackfriars	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Forward	London St Pancras	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	London Bridge	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	East Croydon	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	Gatwick Airport	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	Haywards Heath	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	Brighton	[Redacted]
							721	TL Mainline South (Brighton - Bedford)	Reverse	Littlehampton	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	Redhill	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	East Croydon	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	London Bridge	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	London Blackfriars	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Forward	London St Pancras	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	London Bridge	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	East Croydon	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	Redhill	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	Gatwick Airport	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	Horsham	[Redacted]
							729	TL Mainline South (E.Grinstead/Horsham - Bedford)	Reverse	E Grinstead	[Redacted]



A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET03 Thameslink South Metro Off-Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	23	90	722	TL Suburban South (Loop)	Forward	Wimbledon	[Redacted]
	2020-21 [Redacted]						722	TL Suburban South (Loop)	Forward	Tulse Hill	[Redacted]
	2021-22 [Redacted]						722	TL Suburban South (Loop)	Forward	London Blackfriars	[Redacted]
	2022-23 [Redacted]						722	TL Suburban South (Loop)	Forward	London St Pancras	[Redacted]
	2023-24 [Redacted]						722	TL Suburban South (Loop)	Reverse	Elephant & Castle	[Redacted]
							722	TL Suburban South (Loop)	Reverse	Tulse Hill	[Redacted]
							722	TL Suburban South (Loop)	Reverse	Wimbledon	[Redacted]
							722	TL Suburban South (Loop)	Reverse	Sutton	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Forward	Bromley South	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Forward	Peckham Rye	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Forward	London Blackfriars	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Forward	London St Pancras	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Peckham Rye	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Bromley South	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Swanley	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Orpington	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Sevenoaks	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET03 Thameslink South Metro Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	23	120	722	TL Suburban South (Loop)	Forward	Wimbledon	[Redacted]
	2020-21 [Redacted]						722	TL Suburban South (Loop)	Forward	Tulse Hill	[Redacted]
	2021-22 [Redacted]						722	TL Suburban South (Loop)	Forward	London Blackfriars	[Redacted]
	2022-23 [Redacted]						722	TL Suburban South (Loop)	Forward	London St Pancras	[Redacted]
	2023-24 [Redacted]						722	TL Suburban South (Loop)	Reverse	Elephant & Castle	[Redacted]
							722	TL Suburban South (Loop)	Reverse	Tulse Hill	[Redacted]
							722	TL Suburban South (Loop)	Reverse	Wimbledon	[Redacted]
							722	TL Suburban South (Loop)	Reverse	Sutton	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Forward	Bromley South	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Forward	Peckham Rye	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Forward	London Blackfriars	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Forward	London St Pancras	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Peckham Rye	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Bromley South	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Swanley	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Orpington	[Redacted]
							742	TL Sevenoaks/Orpington via Catford Loop	Reverse	Sevenoaks	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET04 Great Northern Metro Off-Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	18	120	723	Moorgate/Kings X - Welwyn Garden City	Forward	Finsbury Park	[Redacted]
	2020-21 [Redacted]						723	Moorgate/Kings X - Welwyn Garden City	Forward	Moorgate East (GN)	[Redacted]
	2021-22 [Redacted]						723	Moorgate/Kings X - Welwyn Garden City	Forward	London King's Cross	[Redacted]
	2022-23 [Redacted]						723	Moorgate/Kings X - Welwyn Garden City	Forward	London St Pancras	[Redacted]
	2023-24 [Redacted]						723	Moorgate/Kings X - Welwyn Garden City	Forward	London Blackfriars	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Reverse	Finsbury Park	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Reverse	Welwyn Garden City	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Reverse	Potters Bar	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Forward	Finsbury Park	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Forward	Moorgate East (GN)	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Finsbury Park	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Palmer's Green	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Gordon Hill	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Hertford North	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Stevenage	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET04 Great Northern Metro Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	15	90	723	Moorgate/Kings X - Welwyn Garden City	Forward	Finsbury Park	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Forward	Moorgate East (GN)	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Forward	London King's Cross	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Forward	London St Pancras	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Forward	London Blackfriars	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Reverse	Finsbury Park	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Reverse	Welwyn Garden City	[Redacted]
							723	Moorgate/Kings X - Welwyn Garden City	Reverse	Potters Bar	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Forward	Finsbury Park	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Forward	Moorgate East (GN)	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Finsbury Park	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Palmers Green	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Gordon Hill	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Hertford North	[Redacted]
							724	Moorgate/Kings X - Hertford North/Stevenage	Reverse	Stevenage	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET05 Great Northern Outer Off-Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	30	120	725	Kings X - Cambridge - Ely - Kings Lynn	Forward	Ely	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Forward	Cambridge	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Forward	London King's Cross	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Reverse	Cambridge	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Reverse	Ely	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Reverse	King's Lynn	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	Royston	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	Hitchin	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	London King's Cross	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	London St Pancras	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	London Blackfriars	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Finsbury Park	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Stevenage	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Letchworth Garden City	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Royston	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Cambridge	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Forward	Stevenage	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Forward	London King's Cross	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Forward	London St Pancras	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Forward	London Blackfriars	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							727	Kings X - Huntingdon/Peterborough	Reverse	Finsbury Park	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Reverse	Stevenage	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Reverse	Biggleswade	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Reverse	Peterborough	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET05 Great Northern Outer Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	23	90	725	Kings X - Cambridge - Ely - Kings Lynn	Forward	Ely	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Forward	Cambridge	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Forward	London King's Cross	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Reverse	Cambridge	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Reverse	Ely	[Redacted]
							725	Kings X - Cambridge - Ely - Kings Lynn	Reverse	King's Lynn	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	Royston	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	Hitchin	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	London King's Cross	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	London St Pancras	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Forward	London Blackfriars	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Finsbury Park	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Stevenage	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Letchworth Garden City	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Royston	[Redacted]
							726	Kings X - Letchworth/Royston/Cambridge (stopping)	Reverse	Cambridge	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Forward	Stevenage	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Forward	London King's Cross	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Forward	London St Pancras	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Forward	London Blackfriars	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							727	Kings X - Huntingdon/Peterborough	Reverse	Finsbury Park	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Reverse	Stevenage	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Reverse	Biggleswade	[Redacted]
							727	Kings X - Huntingdon/Peterborough	Reverse	Peterborough	[Redacted]



A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET07 Southern Coastway All Trains	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	30	180	743	East Coastway	Forward	Lewes	[Redacted]
							743	East Coastway	Forward	Eastbourne	[Redacted]
							743	East Coastway	Forward	Seaford	[Redacted]
							743	East Coastway	Forward	Hastings	[Redacted]
							743	East Coastway	Forward	Ashford International	[Redacted]
							743	East Coastway	Reverse	Rye	[Redacted]
							743	East Coastway	Reverse	Hastings	[Redacted]
							743	East Coastway	Reverse	Eastbourne	[Redacted]
							743	East Coastway	Reverse	Lewes	[Redacted]
							743	East Coastway	Reverse	Brighton	[Redacted]
							744	West Coastway	Forward	Chichester	[Redacted]
							744	West Coastway	Forward	Barnham	[Redacted]
							744	West Coastway	Forward	Littlehampton	[Redacted]
							744	West Coastway	Forward	Worthing	[Redacted]
							744	West Coastway	Forward	Hove	[Redacted]
							744	West Coastway	Forward	Brighton	[Redacted]
							744	West Coastway	Reverse	Hove	[Redacted]
							744	West Coastway	Reverse	Worthing	[Redacted]
							744	West Coastway	Reverse	Littlehampton	[Redacted]
							744	West Coastway	Reverse	Bognor Regis	[Redacted]
							744	West Coastway	Reverse	Chichester	[Redacted]
							744	West Coastway	Reverse	Portsmouth & Southsea	[Redacted]
							744	West Coastway	Reverse	Portsmouth Harbour	[Redacted]
							744	West Coastway	Reverse	Southampton Central	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET08 Southern Outer Off-Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	30	150	745	London - Tonbridge/Horsham/Reigate	Forward	Redhill	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Forward	East Croydon	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Forward	Clapham Junction	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Forward	London Victoria	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	East Croydon	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Redhill	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Reigate	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Gatwick Airport	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Godstone	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Tonbridge	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	Lewes	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	Worthing	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	Haywards Heath	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	Gatwick Airport	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	East Croydon	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	London Victoria	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	London Bridge	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	East Croydon	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Gatwick Airport	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Lewes	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							746	London - Sussex Coast Via Haywards Hth	Reverse	Haywards Heath	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Eastbourne	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Hastings	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Worthing	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Littlehampton	[Redacted]
							747	London - Brighton	Forward	Haywards Heath	[Redacted]
							747	London - Brighton	Forward	Gatwick Airport	[Redacted]
							747	London - Brighton	Forward	East Croydon	[Redacted]
							747	London - Brighton	Forward	London Victoria	[Redacted]
							747	London - Brighton	Reverse	East Croydon	[Redacted]
							747	London - Brighton	Reverse	Gatwick Airport	[Redacted]
							747	London - Brighton	Reverse	Haywards Heath	[Redacted]
							747	London - Brighton	Reverse	Brighton	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	Havant	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	Barnham	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	Horsham	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	Gatwick Airport	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	East Croydon	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	London Victoria	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	London Bridge	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							748	London - Sussex Coast Via Horsham	Reverse	East Croydon	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Gatwick Airport	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Horsham	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Bognor Regis	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Chichester	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Portsmouth Harbour	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Southampton Central	[Redacted]
							749	London - Uckfield/East Grinstead	Forward	Oxted	[Redacted]
							749	London - Uckfield/East Grinstead	Forward	East Croydon	[Redacted]
							749	London - Uckfield/East Grinstead	Forward	London Bridge	[Redacted]
							749	London - Uckfield/East Grinstead	Forward	London Victoria	[Redacted]
							749	London - Uckfield/East Grinstead	Reverse	East Croydon	[Redacted]
							749	London - Uckfield/East Grinstead	Reverse	Oxted	[Redacted]
							749	London - Uckfield/East Grinstead	Reverse	East Grinstead	[Redacted]
							749	London - Uckfield/East Grinstead	Reverse	Uckfield	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	Sutton	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	West Croydon	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	Clapham Junction	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	London Victoria	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	London Bridge	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	West Croydon	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Sutton	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Epsom	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Dorking	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Guildford	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Horsham	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET08 Southern Outer Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	23	132	745	London - Tonbridge/Horsham/Reigate	Forward	Redhill	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Forward	East Croydon	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Forward	Clapham Junction	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Forward	London Victoria	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	East Croydon	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Redhill	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Reigate	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Gatwick Airport	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Godstone	[Redacted]
							745	London - Tonbridge/Horsham/Reigate	Reverse	Tonbridge	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	Lewes	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	Worthing	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	Haywards Heath	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	Gatwick Airport	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	East Croydon	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	London Victoria	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Forward	London Bridge	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	East Croydon	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Gatwick Airport	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Lewes	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Haywards Heath	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Eastbourne	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Hastings	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Worthing	[Redacted]
							746	London - Sussex Coast Via Haywards Hth	Reverse	Littlehampton	[Redacted]
							747	London - Brighton	Forward	Haywards Heath	[Redacted]
							747	London - Brighton	Forward	Gatwick Airport	[Redacted]
							747	London - Brighton	Forward	East Croydon	[Redacted]
							747	London - Brighton	Forward	London Victoria	[Redacted]
							747	London - Brighton	Reverse	East Croydon	[Redacted]
							747	London - Brighton	Reverse	Gatwick Airport	[Redacted]
							747	London - Brighton	Reverse	Haywards Heath	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							747	London - Brighton	Reverse	Brighton	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	Havant	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	Barnham	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	Horsham	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	Gatwick Airport	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	East Croydon	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	London Victoria	[Redacted]
							748	London - Sussex Coast Via Horsham	Forward	London Bridge	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	East Croydon	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Gatwick Airport	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Horsham	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Bognor Regis	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Chichester	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Portsmouth Harbour	[Redacted]
							748	London - Sussex Coast Via Horsham	Reverse	Southampton Central	[Redacted]
							749	London - Uckfield/East Grinstead	Forward	Oxted	[Redacted]
							749	London - Uckfield/East Grinstead	Forward	East Croydon	[Redacted]
							749	London - Uckfield/East Grinstead	Forward	London Bridge	[Redacted]
							749	London - Uckfield/East Grinstead	Forward	London Victoria	[Redacted]
							749	London - Uckfield/East Grinstead	Reverse	East Croydon	[Redacted]
							749	London - Uckfield/East Grinstead	Reverse	Oxted	[Redacted]
							749	London - Uckfield/East Grinstead	Reverse	East Grinstead	[Redacted]
							749	London - Uckfield/East Grinstead	Reverse	Uckfield	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	Sutton	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	West Croydon	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	Clapham Junction	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	London Victoria	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Forward	London Bridge	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	West Croydon	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Sutton	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Epsom	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Dorking	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Guildford (P)	[Redacted]
							780	London - Epsom (Fast)/Dorking/Guildford/Horsham	Reverse	Horsham	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET09 Southern Metro Off-Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	23	90	782	Victoria - S. London Met Via Streatham HI	Forward	West Croydon	[Redacted]
	2020-21 [Redacted]						782	Victoria - S. London Met Via Streatham HI	Forward	Balham	[Redacted]
	2021-22 [Redacted]						782	Victoria - S. London Met Via Streatham HI	Forward	Clapham Junction	[Redacted]
	2022-23 [Redacted]						782	Victoria - S. London Met Via Streatham HI	Forward	London Victoria	[Redacted]
	2023-24 [Redacted]						782	Victoria - S. London Met Via Streatham HI	Reverse	Crystal Palace	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	Selhurst	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	Norwood Junction	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	West Croydon	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	Sutton	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	Epsom Downs	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Forward	East Croydon	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Forward	Sydenham	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Forward	New Cross Gate	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Forward	London Bridge	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Reverse	Forest Hill	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Reverse	Crystal Palace	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Reverse	East Croydon	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Reverse	Coulsdon Town	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Forward	Balham	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Forward	Clapham Junction	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Forward	London Victoria	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Reverse	Mitcham Junction	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Reverse	Sutton	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Reverse	Epsom	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	Purley	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	East Croydon	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	Clapham Junction	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	London Bridge	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	London Victoria	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Reverse	East Croydon	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Reverse	Purley	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Reverse	Tattenham Corner	[Redacted]



A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							786	London - S. Lond. Met Fast Via E. Croydon	Reverse	Caterham	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	Wimbledon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	East Croydon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	Tulse Hill	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	Peckham Rye	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	London Bridge	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	London Blackfriars	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Peckham Rye	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Tulse Hill	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Crystal Palace	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Beckenham Junction	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Selhurst	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	West Croydon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Wimbledon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Sutton	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	East Croydon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Caterham	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET09 Southern Metro Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	21	90	782	Victoria - S. London Met Via Streatham HI	Forward	West Croydon	[Redacted]
	2020-21 [Redacted]						782	Victoria - S. London Met Via Streatham HI	Forward	Balham	[Redacted]
	2021-22 [Redacted]						782	Victoria - S. London Met Via Streatham HI	Forward	Clapham Junction	[Redacted]
	2022-23 [Redacted]						782	Victoria - S. London Met Via Streatham HI	Forward	London Victoria	[Redacted]
	2023-24 [Redacted]						782	Victoria - S. London Met Via Streatham HI	Reverse	Crystal Palace	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	Selhurst	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	Norwood Junction	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	West Croydon	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	Sutton	[Redacted]
							782	Victoria - S. London Met Via Streatham HI	Reverse	Epsom Downs	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Forward	East Croydon	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Forward	Sydenham	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Forward	New Cross Gate	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Forward	London Bridge	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Reverse	Forest Hill	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Reverse	Crystal Palace	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Reverse	East Croydon	[Redacted]
							783	Victoria - S. London Met Via Sydenham	Reverse	Coulsdon Town	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Forward	Balham	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Forward	Clapham Junction	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Forward	London Victoria	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Reverse	Mitcham Junction	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Reverse	Sutton	[Redacted]
							785	Vict - S. London Met Via Mitcham Jn	Reverse	Epsom	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	Purley	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	East Croydon	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	Clapham Junction	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	London Bridge	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Forward	London Victoria	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Reverse	East Croydon	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Reverse	Purley	[Redacted]
							786	London - S. Lond. Met Fast Via E. Croydon	Reverse	Tattenham Corner	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
							786	London - S. Lond. Met Fast Via E. Croydon	Reverse	Caterham	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	Wimbledon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	East Croydon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	Tulse Hill	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	Peckham Rye	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	London Bridge	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Forward	London Blackfriars	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Peckham Rye	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Tulse Hill	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Crystal Palace	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Beckenham Junction	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Selhurst	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	West Croydon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Wimbledon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Sutton	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	East Croydon	[Redacted]
							787	Victoria - S. Lond. Met Via Peckham Rye	Reverse	Caterham	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET10 Southern West London Line Off-Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	45	270	968	Southern West London Line	Forward	Watford Junction	[Redacted]
	2020-21 [Redacted]						968	Southern West London Line	Forward	Kensington Olympia	[Redacted]
	2021-22 [Redacted]						968	Southern West London Line	Forward	Clapham Junction	[Redacted]
	2022-23 [Redacted]						968	Southern West London Line	Forward	East Croydon	[Redacted]
	2023-24 [Redacted]						968	Southern West London Line	Reverse	Clapham Junction	[Redacted]
							968	Southern West London Line	Reverse	Shepherds Bush	[Redacted]
							968	Southern West London Line	Reverse	Watford Junction	[Redacted]
							968	Southern West London Line	Reverse	Milton Keynes Central	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET10 Southern West London Line Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	30	270	968	Southern West London Line	Forward	Watford Junction	[Redacted]
	2020-21 [Redacted]						968	Southern West London Line	Forward	Kensington Olympia	[Redacted]
	2021-22 [Redacted]						968	Southern West London Line	Forward	Clapham Junction	[Redacted]
	2022-23 [Redacted]						968	Southern West London Line	Forward	East Croydon	[Redacted]
	2023-24 [Redacted]						968	Southern West London Line	Reverse	Clapham Junction	[Redacted]
							968	Southern West London Line	Reverse	Shepherds Bush	[Redacted]
							968	Southern West London Line	Reverse	Watford Junction	[Redacted]
							968	Southern West London Line	Reverse	Milton Keynes Central	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET11 Gatwick Express Off-Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	23	90	969	Gatwick Express	Forward	Gatwick Airport	[Redacted]
	2020-21 [Redacted]						969	Gatwick Express	Forward	London Victoria	[Redacted]
	2021-22 [Redacted]						969	Gatwick Express	Reverse	Gatwick Airport	[Redacted]
	2022-23 [Redacted]						969	Gatwick Express	Reverse	Brighton	[Redacted]
	2023-24 [Redacted]										

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET11 Gatwick Express Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	23	90	969	Gatwick Express	Forward	Gatwick Airport	[Redacted]
	2020-21 [Redacted]						969	Gatwick Express	Forward	London Victoria	[Redacted]
	2021-22 [Redacted]						969	Gatwick Express	Reverse	Gatwick Airport	[Redacted]
	2022-23 [Redacted]						969	Gatwick Express	Reverse	Brighton	[Redacted]
	2023-24 [Redacted]										

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET12 Thameslink North Metro (MML) Off-Peak	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	[Redacted]	[Redacted]	[Redacted]	18	72	728	Thameslink North Metro (Mml)	Reverse	Kentish Town	[Redacted]
							728	Thameslink North Metro (Mml)	Reverse	West Hampstead	[Redacted]
							728	Thameslink North Metro (Mml)	Reverse	Elstree & Borehamwood	[Redacted]
							728	Thameslink North Metro (Mml)	Reverse	St Albans	[Redacted]
							728	Thameslink North Metro (Mml)	Reverse	Luton	[Redacted]
							728	Thameslink North Metro (Mml)	Forward	St Albans	[Redacted]
							728	Thameslink North Metro (Mml)	Forward	West Hampstead	[Redacted]
							728	Thameslink North Metro (Mml)	Forward	London St Pancras	[Redacted]
							728	Thameslink North Metro (Mml)	Forward	London Blackfriars	[Redacted]



A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET12 Thameslink North Metro (MML) Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	15	60	728	Thameslink North Metro (Mml)	Reverse	Kentish Town	[Redacted]
	2020-21 [Redacted]						728	Thameslink North Metro (Mml)	Reverse	West Hampstead	[Redacted]
	2021-22 [Redacted]						728	Thameslink North Metro (Mml)	Reverse	Elstree & Borehamwood	[Redacted]
	2022-23 [Redacted]						728	Thameslink North Metro (Mml)	Reverse	St Albans	[Redacted]
	2023-24 [Redacted]						728	Thameslink North Metro (Mml)	Reverse	Luton	[Redacted]
							728	Thameslink North Metro (Mml)	Forward	St Albans	[Redacted]
							728	Thameslink North Metro (Mml)	Forward	West Hampstead	[Redacted]
							728	Thameslink North Metro (Mml)	Forward	London St Pancras	[Redacted]
							728	Thameslink North Metro (Mml)	Forward	London Blackfriars	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET13 Thameslink Kent Outer Off-Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	30	99	760	TI Kent Services Between The Core And Maidstone East/Ashford International	Forward	Swanley	[Redacted]
	2020-21 [Redacted]						760	TI Kent Services Between The Core And Maidstone East/Ashford International	Forward	London Bridge	[Redacted]
	2021-22 [Redacted]						760	TI Kent Services Between The Core And Maidstone East/Ashford International	Forward	London Blackfriars	[Redacted]
	2022-23 [Redacted]						760	TI Kent Services Between The Core And Maidstone East/Ashford International	Forward	London St Pancras	[Redacted]
	2023-24 [Redacted]						760	TI Kent Services Between The Core And Maidstone East/Ashford International	Reverse	London Bridge	[Redacted]
							760	TI Kent Services Between The Core And Maidstone East/Ashford International	Reverse	Otford	[Redacted]
							760	TI Kent Services Between The Core And Maidstone East/Ashford International	Reverse	Maidstone East	[Redacted]
							760	TI Kent Services Between The Core And Maidstone East/Ashford International	Reverse	Ashford International	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	Dartford	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	Abbey Wood	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	Greenwich	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	London Bridge	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	London Blackfriars	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	London St Pancras	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	London Bridge	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Greenwich	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Abbey Wood	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Dartford	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Gillingham	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Rainham	[Redacted]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ET13 Thameslink Kent Outer Peak	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	30	69	760	TI Kent Services Between The Core And Maidstone East/Ashford International	Forward	Swanley	[Redacted]
	2020-21 [Redacted]						760	TI Kent Services Between The Core And Maidstone East/Ashford International	Forward	London Bridge	[Redacted]
	2021-22 [Redacted]						760	TI Kent Services Between The Core And Maidstone East/Ashford International	Forward	London Blackfriars	[Redacted]
	2022-23 [Redacted]						760	TI Kent Services Between The Core And Maidstone East/Ashford International	Forward	London St Pancras	[Redacted]
	2023-24 [Redacted]						760	TI Kent Services Between The Core And Maidstone East/Ashford International	Reverse	London Bridge	[Redacted]
							760	TI Kent Services Between The Core And Maidstone East/Ashford International	Reverse	Otford	[Redacted]
							760	TI Kent Services Between The Core And Maidstone East/Ashford International	Reverse	Maidstone East	[Redacted]
							760	TI Kent Services Between The Core And Maidstone East/Ashford International	Reverse	Ashford International	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	Dartford	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	Abbey Wood	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	Greenwich	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	London Bridge	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	London Blackfriars	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Forward	London St Pancras	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	London Bridge	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Greenwich	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Abbey Wood	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Dartford	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Gillingham	[Redacted]
							761	TI Kent Services Between The Core And Rainham	Reverse	Rainham	[Redacted]

## **APPENDIX 2 – CHARTER DESTINATION POINTS**

Not Used.

## APPENDIX 3 - SPP THRESHOLD 30TH SA

	Period:	3	6	10	13
2019/20		[Redacted]	[Redacted]	[Redacted]	[Redacted]
2020/21		[Redacted]	[Redacted]	[Redacted]	[Redacted]
2021/22		[Redacted]	[Redacted]	[Redacted]	[Redacted]
2022/23		[Redacted]	[Redacted]	[Redacted]	[Redacted]
2023/24		[Redacted]	[Redacted]	[Redacted]	[Redacted]

## SCHEDULE 9: LIMITATION ON LIABILITY

### 1 Definitions <sup>30th SA</sup>

In this Schedule

“**Liability Cap**” means:

- (a) in relation to the first Contract Year, the sum of £ £122,440,446; and
- (b) in relation to any subsequent Contract Year, the sum calculated in accordance with the following formula:

$$C_n = C_{2017-18} \times \left[ \frac{CPI_n}{CPI_{2017-18}} \right]$$

where:

- (i)  $C_{2017-18} = C_1 \times \left[ \frac{RPI_{2017-18}}{RPI_1} \right]$
- (ii)  $C_1$  is the sum of £ £122,440,446;
- (iii)  $C_n$  is the Liability Cap in the nth subsequent Contract Year;
- (iv)  $CPI_n$  is the Consumer Prices Index (as defined in Schedule 7) published or determined with respect to the first month of the subsequent Contract Year n;
- (v)  $CPI_{2017-18}$  is the Consumer Prices Index (as defined in Schedule 7) published or determined with respect to that month in which a Contract Year starts in the Relevant Year which commences on 1 April 2017 and ends on 31 March 2018;
- (vi)  $RPI_{2017-18}$  is the Retail Prices Index (as defined in Schedule 7) published or determined with respect to that month in which a Contract Year starts in the Relevant Year which commences on 1 April 2017 and ends on 31 March 2018; and
- (vii)  $RPI_1$  is the Retail Prices Index (as defined in Schedule 7) published or determined with respect to the month in which this contract became effective under Clause 3.1.”

## **2 Application**

The limitations on liability contained in this Schedule apply in the circumstances set out in Clause 11.5.

## **3 Limitation on Network Rail's liability**

In relation to any claim for indemnity made by the Train Operator to which this Schedule 9 applies:

- (a) Network Rail shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Contract Year to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year; and
- (b) to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and Network Rail shall have no further liability for it.

#### **4 Limitation on Train Operator's liability**

In relation to any claims for indemnity made by Network Rail to which this Schedule 9 applies:

- (a) the Train Operator shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Contract Year to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year; and
- (b) to the extent its liability for such claims exceeds the Liability Cap for such Contract Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and the Train Operator shall have no further liability for it.

#### **5 Disapplication of limitation**

To the extent that any Relevant Losses:

- (a) result from a conscious and intentional breach by a party; or
- (b) are in respect of obligations to compensate any person for liability for death or personal injury, whether resulting from the negligence of a party or the negligence of any of its officers, employees or agents or from a failure by a party to comply with its Safety Obligations,

such Relevant Losses:

- (i) shall not be subject to the limitation of liability in Schedule 9; and
- (ii) shall not be taken into account when calculating the amount of Relevant Losses in respect of claims admitted or finally determined in a Contract Year for the purposes of the limitations of liability in this Schedule 9.

#### **6 Exclusion of legal and other costs**

The limits on the parties' liabilities provided for in paragraphs 3 and 4 shall not apply to costs incurred in recovering any amount under a relevant claim, including legal, arbitral and other professional fees and expenses.

#### **7 Exclusion of certain Relevant Losses**

A party shall have no claim for Relevant Losses to the extent that such Relevant Losses result from its own negligence or breach of this contract.



## **8 Continuing breaches**

Nothing in this Schedule 9 shall prevent a party making a new claim for indemnity in respect of a continuing breach of contract which:

- (a) is a continuing breach of contract which continues for more than 12 months;
- (b) is a continuing breach of contract which continues beyond a period within which it might reasonably be expected to have been remedied; or
- (c) is a breach of a Performance Order in relation to a breach of contract,

but any such new claim shall not include any sum which was the subject matter of a previous claim and was extinguished by virtue of paragraph 3(b) or 4(b).

## **9 Final determination of claims**

For the purpose of this Schedule 9, a determination of a claim for Relevant Losses by a Court or other tribunal shall be treated as final when there is no further right of appeal or review from such determination or in respect of which any right of appeal or review has been lost, whether by expiry of time or otherwise.

- **SCHEDULE 10: NETWORK CODE AND TRACTION ELECTRICITY MODIFICATIONS**

## **1 Automatic effect**

### *1.1 General*

This contract shall have effect:

- (a) with the modifications; and
- (b) from the date,

specified by ORR in a modification notice as supplemented (where appropriate) by a notice of consent to requisite adaptations or a notice of determined requisite adaptations.

### *1.2 Retrospective effect*

No relevant notice may have retrospective effect.

## **2 Modification notice**

### *2.1 Meaning*

A modification notice is a notice given by ORR to the parties for the purposes of this contract which modifies specified provisions of this contract (other than this Schedule 10) by making such modifications as are consequential upon, or necessary to give full effect to, any change to the Network Code or the Traction Electricity Rules.

### *2.2 Contents of modification notice*

A modification notice shall state:

- (a) the modifications which are to be made to this contract;
- (b) the date from which specified modifications are to have effect; and, if any such modifications are to have effect from different dates, the dates applicable to each modification; and
- (c) which of the specified modifications are to be subject to adaptation and the backstop date for the requisite adaptations in question.

## **3 Adaptation procedure**

### *3.1 Application*

This paragraph 3 applies in the case of specified modifications which are specified as being subject to adaptation.

### 3.2 *Negotiation of adaptations*

In respect of the modifications in each modification notice:

- (a) within 14 days of the date of service of the relevant modification notice, the parties shall meet and in good faith negotiate and attempt to agree the requisite adaptations;
- (b) each party shall ensure that:
  - (i) such negotiations are conducted in good faith in a timely, efficient and economical manner, with appropriate recourse to professional advice; and
  - (ii) ORR's criteria are applied in the negotiations; and
- (c) the negotiations shall not continue after the backstop date.

### 3.3 *Agreed adaptations - notice to the Office of Rail and Road*

If the parties have agreed the requisite adaptations on or before the backstop date, not later than seven days after the backstop date the agreed requisite adaptations shall be sent by the parties to ORR for its consent, together with a statement, signed by or on behalf of both parties:

- (a) stating the reasons for the agreed requisite adaptations;
- (b) stating the extent to which and ways in which ORR's criteria have been applied in arriving at the agreed requisite adaptations and, in any case where they have not been applied, the reasons; and
- (c) giving such other information as ORR may have requested.

### 3.4 *Agreed adaptations – Office of Rail and Road's consent*

If ORR is satisfied with the agreed requisite adaptations, and it gives a notice of consent to requisite adaptations, they shall have effect as provided for in paragraph 3.8.

### 3.5 *Agreed requisite adaptations – Office of Rail and Road's refusal of consent*

If ORR gives notice to the parties that it is not satisfied with any or all of the agreed requisite adaptations, it may:

- (a) require the parties again to follow the procedure for negotiating requisite adaptations (with such modifications as to time limits as it specifies), in which case they shall do so; or
- (b) determine the requisite adaptations itself.

### 3.6 *Requisite adaptations - failure to agree or submit*

If the parties have failed to submit agreed requisite adaptations to ORR for its consent within seven days after the backstop date, it may determine the requisite adaptations itself.

### **3.7** *Notice of determined requisite adaptations*

A notice of determined requisite adaptations is a notice:

- (a) given by ORR to the parties for the purposes of this paragraph 3 following the failure of the parties to send to ORR within seven days of the backstop date requisite adaptations to which it gives its consent; and
- (b) which states the requisite adaptations which ORR has determined should be made using its powers to do so under paragraph 3.5 or 3.6.

### **3.8** *Effect of requisite adaptations*

Requisite adaptations established either:

- (a) by agreement of the parties and in respect of which ORR has given a notice of consent to requisite adaptations under paragraph 3.4; or
- (b) by the determination of ORR under paragraph 3.5 or 3.6 and stated in a notice of determined requisite adaptations,

shall have effect from such date as ORR states in the relevant notice of consent to requisite adaptations or (as the case may be) the relevant notice of determined requisite adaptations.

## **4** **Procedural matters**

### **4.1** *More than one notice*

More than one modification notice may be given.

### **4.2** *Differences etc as to requisite adaptations*

Any difference or question as to whether any thing is a requisite adaptation shall be determined by ORR:

- (a) on the application of either party; and
- (b) in accordance with such procedure (including as to consultation) as ORR may by notice to the parties determine.

### **4.3** *Co-operation and information*

If ORR gives notice to either or both of the parties that it requires from either or both of them information in relation to any requisite adaptation or proposed requisite adaptation:

- (a) the party of whom the request is made shall provide the requested information promptly and to the standard required by ORR; and
- (b) if that party fails timeously to do so, ORR shall be entitled to proceed with its consideration of the matter in question and to reach a decision in relation to it without the information in question and the party in default shall have no grounds for complaint in that respect.

#### *4.4 Office of Rail and Road's criteria*

In relation to the negotiation of any requisite adaptation, ORR shall be entitled to:

- (a) give to the parties any criteria which it requires to be applied in the negotiations; and
- (b) modify the criteria after consultation.

#### *4.5 Procedural modifications*

In relation to the procedure in paragraph 3 for the agreement or establishment of requisite adaptations (including the times within which any step or thing requires to be done or achieved):

- (a) such procedure may be modified by ORR by a notice of procedural modification given by it to the parties; but
- (b) ORR may give a notice of procedural modification only if it is satisfied that it is necessary or expedient to do so in order to promote or achieve the objectives specified in section 4 of the Act or if such a notice is requested by both parties.

#### *4.6 Dates*

In this Schedule 10:

- (a) where provision is made for a date to be specified or stated by ORR it may, instead of specifying or stating a date, specify or state a method by which a date is to be determined, and references to dates shall be construed accordingly; and
- (b) any notice given by ORR which states a date may state different dates for different purposes.

#### *4.7 Requirement for prior consultation*

No relevant notice shall have effect unless:

- (a) ORR has first consulted the parties and the Secretary of State in relation to the proposed relevant notice in question;
- (b) in the consultations referred to in paragraph 4.7(a), ORR has made available to the parties and the Secretary of State such drafts of the proposed relevant notice as it considers are necessary so as properly to inform them of its contents;
- (c) ORR has given each party and the Secretary of State the opportunity to make representations in relation to the proposed relevant notice and has taken into account all such representations (other than those which are frivolous or trivial) in making its decision on the relevant notice to be given;

- (d) ORR has notified the parties and the Secretary of State as to its conclusions in relation to the relevant notice in question (including by providing to each such person a copy of the text of the proposed relevant notice) and its reasons for those conclusions; and
- (e) in effecting the notifications required by paragraph 4.7(d), ORR has treated as confidential any representation (including any submission of written material) which (and to the extent that) the person making the representation, by notice in writing to ORR or by endorsement on the representation of words indicating the confidential nature of such representation, has specified as confidential information.

#### 4.8 *Consolidated contract*

Not later than 28 days after the giving of the last of:

- (a) a modification notice; and
- (b) a notice of determined requisite adaptations or a notice of consent to requisite adaptations (as the case may be),

Network Rail shall prepare and send to the Train Operator, ORR and the Secretary of State a copy of this contract as so modified.

#### 4.9 *Saving*

Nothing in this Schedule 10 affects:

- (a) the right of either party to approach and obtain from ORR guidance in relation to the requisite adaptations; or
- (b) the right of ORR at any time to effect modifications to either the Network Code under Condition C8 of that code, or the Traction Electricity Rules pursuant to the provisions contained therein.

### 5 **Definitions**

In this Schedule 10:

<b>“backstop date”</b>	means the date (being not earlier than 28 days from the date of the modification notice) specified as such in a modification notice (or such later date as may be established under paragraph 3.5(a) or 4.6);
<b>“modification notice”</b>	has the meaning ascribed to it in paragraph 2.1;
<b>“notice of consent to requisite adaptations”</b>	means a notice given by ORR under paragraph 3.4;

has the meaning ascribed to it in paragraph 3.7;

**“notice of  
determined  
requisite  
adaptations”**

means a notice given by ORR to the parties under paragraph 4.5 modifying any aspect of the procedure in this Schedule 10 for the agreement or establishment of requisite adaptations;

**“notice of  
procedural  
modification”**

**“ORR’s criteria”** means the criteria established by ORR for the purposes of the negotiation of requisite adaptations and given to the parties, or modified, under paragraph 4.4;

**“relevant notice”** means a modification notice, notice of determined requisite adaptations, notice of procedural modification or notice of modification of ORR’s criteria;

**“requisite  
adaptations”**

in relation to specified modifications, means the amendments (including the addition of information) to the provisions in question which are necessary or expedient so as to give full effect to them in the particular circumstances of the case, and “adaptation” shall be construed accordingly; and

**“specified”**

means specified in a modification notice.

## **SCHEDULE 11: RELEVANT SCHEDULE 8 MODIFICATIONS** <sup>21ST SA</sup>

### **1. Automatic effect**

#### **1.1 General**

This contract shall have effect:

- (a) with the Relevant Schedule 8 Modifications; and
- (b) from the date,

specified by ORR in a Notice of Consent or Notice of Determined Relevant Schedule 8 Modifications.

#### **1.2 Retrospective effect**

A Notice of Consent or Notice of Determined Relevant Schedule 8 Modifications may have retrospective effect.

### **2. Procedures governing Relevant Schedule 8 Modifications**

#### **2.1 Negotiation of Relevant Schedule 8 Modifications**

In respect of the Relevant Schedule 8 Modifications:

- (a) the parties shall, within 28 days from the Start Date, meet and negotiate and use reasonable endeavours to agree the Relevant Schedule 8 Modifications;
- (b) each party shall ensure that:
  - (i) such negotiations are conducted in a timely, efficient and economical manner, with appropriate recourse to professional advice; and
  - (ii) ORR's Criteria are applied in the negotiations; and
- (c) the negotiations shall not continue after the Backstop Date.

#### **2.2 Relevant Schedule 8 Modifications - failure to agree**

If the parties fail to agree the Relevant Schedule 8 Modifications on or before the Backstop Date:

- (a) the matter shall be submitted to arbitration in accordance with Part C of the Access Dispute Resolution Rules; and
- (b) Network Rail shall within five Working Days notify ORR in writing of such submission to arbitration.



### *2.3 Use of the Office of Rail and Road's Criteria in arbitration*

If a matter is referred to arbitration under paragraph 2.2, the arbitrator shall be required by the parties to:

- (a) determine the Relevant Schedule 8 Modifications in accordance with ORR's Criteria and make such orders in his award as he considers necessary to establish the requisite Relevant Schedule 8 Modifications;
- (b) provide reasons for his award; and
- (c) state the extent to which and ways in which ORR's Criteria have been applied in determining the Relevant Schedule 8 Modifications and, in any case where they have not been applied, give the reasons.

### *2.4 Relevant Schedule 8 Modifications – notice to the Office of Rail and Road*

Not later than seven days after the Backstop Date or the conclusion of arbitration, as the case may be, the Relevant Schedule 8 Modifications shall be sent by the parties to ORR for its consent, together with a statement, signed by or on behalf of both parties:

- (a) stating the reasons for the Relevant Schedule 8 Modifications;
- (b) stating the extent to which and ways in which ORR's Criteria have been applied in determining the Relevant Schedule 8 Modifications and, in any case where they have not been applied, the reasons; and
- (c) giving such other information as ORR may have requested.

### *2.5 Relevant Schedule 8 Modifications – the Office of Rail and Road's consent*

If ORR is satisfied with the Relevant Schedule 8 Modifications submitted to it pursuant to paragraph 2.4, and it gives a notice to that effect, such modifications shall have effect as provided for in paragraph 1.1.

### *2.6 Relevant Schedule 8 Modifications – the Office of Rail and Road's refusal of consent*

If:

- (a) the parties fail to submit to ORR for its consent the Relevant Schedule 8 Modifications in accordance with paragraph 2.4; or
- (b) ORR gives notice to the parties that it is not satisfied with any or all of the proposed Relevant Schedule 8 Modifications,

ORR may:

- (i) require the parties again to follow the procedure or any part of the procedure set out in paragraphs 2.1 to 2.4 for agreeing Relevant Schedule 8 Modifications (with such modifications as to time limits

as it specifies), in which case they shall do so; or

- (ii) following such consultation with the parties as it considers necessary, determine the Relevant Schedule 8 Modifications itself and give a notice specifying such Relevant Schedule 8 Modifications.

## **2.7** *Payment adjustments*

- (a) Within ten Working Days of the date of any notice referred to in paragraph 1.1, and in order to give effect to the Relevant Schedule 8 Modifications specified in such notice, Network Rail shall issue to the Train Operator a statement showing the necessary adjustments to the payments already made under Schedule 8; and
- (b) any statement issued by Network Rail under paragraph 2.7(a) shall be accompanied by an adjusting invoice or credit note.

## **3. Procedural matters**

### **3.1** *Co-operation and information*

If ORR gives notice to either or both of the parties that it requires from either or both of them information in relation to the Relevant Schedule 8 Modifications or proposed Relevant Schedule 8 Modifications:

- (a) the party of whom the request is made shall provide the requested information promptly and to the standard required by ORR; and
- (b) if that party fails timeously to do so, ORR shall be entitled to proceed with its consideration of the matter in question and to reach a decision in relation to it without the information in question and the party in default shall have no grounds for complaint in that respect.

### **3.2** *The Office of Rail and Road's Criteria*

Any Relevant Schedule 8 Modifications shall:

- (a) ensure that Schedule 8 will maintain appropriate financial incentives on both parties in relation to Services, such that both parties are encouraged to maintain and improve operational performance, seeking to minimise lateness and cancellations;
- (b) be drafted to meet a high standard of simplicity, clarity and legal precision;
- (c) use definitions, terminology and numbering, including any bespoke provisions based on previous track access contracts, which are consistent with the defined terms, terminology and numbering used in this contract;
- (d) take account, where relevant, of ORR's latest policy statements on the performance regime; and

- (e) take account of the duties of ORR under section 4 of the Act.

### 3.3 *Procedural modifications*

In relation to the procedure in paragraph 2 for the Relevant Schedule 8 Modifications (including the times within which any step or thing requires to be done or achieved):

- (a) such procedure may be modified by ORR by a Notice of Procedural Modifications; but
- (b) ORR may only give a Notice of Procedural Modifications if it is satisfied that it is necessary or expedient to do so in order to promote or achieve the objectives specified in section 4 of the Act or if it is requested by both parties.

### 3.4 *Dates*

In this Schedule:

- (a) where provision is made for a date to be specified or stated by ORR, it may, instead of specifying or stating a date, specify or state a method by which a date is to be determined, and references to dates shall be construed accordingly; and
- (b) any notice given by ORR which states a date may state different dates for different purposes.

### 3.5 *Consolidated contract*

Not later than 28 days after the giving of a Notice of Consent or Notice of Determined Relevant Schedule 8 Modifications, Network Rail shall prepare and send to the Train Operator and ORR a copy of this contract as so modified.

### 3.6 *Saving*

Nothing in this Schedule affects the right of either party to approach and obtain from ORR guidance in relation to Relevant Schedule 8 Modifications.

## 4. *Definitions*

In this Schedule 11

**“Backstop Date”** means 11th November 2018 (or such later date as may be established under paragraph 2.6 or 3.3);

**“Notice of Consent”** means a notice given by ORR to the parties under paragraph 2.5;

**“Notice of Determined Relevant Schedule 8 Modifications”** means a notice given by ORR to the parties under paragraph 2.6 (b);

**“Notice of Procedural Modifications”** means a notice given by ORR to the parties under paragraph 3.3 modifying any aspect of the procedures in this

Schedule;

**“ORR’s Criteria”** means the criteria set out in paragraph 3.2;

**“Relevant Schedule 8 Modifications”** means:

- (a) any modifications to Appendix 1 and Appendix 3 of Schedule 8, to reflect the alterations to the Services from 27 May 18 in Service Groups ET01 to ET13 which are necessary or desirable to achieve the objectives set out in ORR’s Criteria in the most efficient and economic manner; and
- (b) any modifications to any other part of Schedule 8 of this contract which are necessary as a consequence of any modifications under paragraph (a); and

**“Start Date”** means 27<sup>th</sup> May 2018

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

Signed by .....

Print name .....

Duly authorised for and on behalf of  
NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by .....

Print name .....

Duly authorised for and on behalf of  
GOVIA THAMESLINK RAILWAY LIMITED

### **Govia Thameslink Railway - Consolidated Track Access Contract**

- I. The First Supplemental Agreement approved on the 3 June 2016 is to update Schedule 7, Appendix 7D table to include GTR new Class 700s. This provides GTR with ability to utilise on-train meters for their electricity consumption.
- II. The Second Supplemental Agreement updated table 2.1 of Schedule 5 of the GTR Track Access Agreement to reflect minor changes to existing services on the Great Northern part of the GTR operation from December 2016.
- III. The Third Supplemental Agreement updated the Defined Service Group Revenue Table in Schedule 4 of GTR's Track Access Contract.
- IV. The Fourth Supplemental Agreement formed an update to the entries in Table 2.1 Passenger Train Slots and Table 4.1 Calling Patterns of Schedule 5 relating to Service Groups ET01, ET05, ET07 and ET08. The amendment allows for the GTR additional December 2016 timetable changes.
- V. The Fifth Supplemental Agreement updated Table 2.1 'Passenger Train Slots' relating to Service Groups ET08 in order to allow for the GTR December 2016 timetable changes.
- VI. The Sixth Supplemental Agreement replaced Appendix 7D of Schedule 7 in its entirety. This was to include the entire Class 365 Units (AC only) fleet, one further Class 377 unit - painted number 377342 (DC) and to remove the entries to Class 319004 and 319336 as they are no longer a part of the GTR fleet.
- VII. The Seventh Supplemental Agreement updated Table 2.1 'Passenger Train Slots' and Table 4.1 'Calling Patterns' of Schedule 5 of the contract to incorporate the May 2017 GTR Timetable Change to service groups ET01 and ET05.
- VIII. The Eight Supplemental Agreement updated Table 2.1 'Passenger Train Slots' and Table 4.1 'Calling Patterns' of Schedule 5 of the contract to incorporate the May 2017 GTR Timetable Change to service groups ET08.
- IX. The Ninth Supplemental Agreement was for Berthing Offset changes affecting the service groups below and became effective from period 4 2017/18.

	%age char		New Benchmarks					
Service Group	Sgroup	Total	IR 2014/15	IR 2015/16	IR 2016/17	IR 2017/18	IR 2018/19	TOC
Bedford Mainline (Off Peak)	ET01O	0.607%	1.0289	1.0289	1.0388	1.0389	1.0104	0.6526
Bedford Mainline (Off Peak)	ET01P	0.433%	1.2510	1.2510	1.2646	1.2646	1.2305	0.8356
Northern Inners (Off Peak)	ET04O	0.253%	0.8651	0.8651	0.8739	0.8739	0.8452	0.5460
Northern Inners (Peak)	ET04P	0.408%	1.0837	1.0837	1.0997	1.0997	1.0576	0.7910
Northern Outers (Off Peak)	ET05O	0.526%	1.6354	1.6354	1.6438	1.6438	1.6159	0.5433
Northern Outers (Peak)	ET05P	0.644%	1.7732	1.7732	1.7848	1.7848	1.7483	0.6826
SN South London Metro (Off Peak)	ET09O	-0.272%	0.7363	0.7363	0.7769	0.8262	0.8360	0.6174
SN South London Metro (Peak)	ET09P	-0.186%	0.8506	0.8506	0.9286	1.0184	1.0357	0.8498

- X. The Tenth Supplemental Agreement amended Schedule 5, Table 2.1 'Passenger Train Slots' and Appendix 7C 'Default Train Consist' of the contract to include three new Train Service Codes (TSCs) for Service Group ET08.
- XI. The Eleventh Supplement Agreement formed an amendment to Schedule 5, Table 2.1 'Passenger Train Slots' to delete footnotes 56 and 57 in their entirety in order to extend the expiry date for the rights until SCD May 2018.
- XII. The Twelfth Supplemental Agreement, General Approval by the ORR amended Schedule 6, Table 2.2 'Contingent Rights' of the contract to grant GTR contingent rights for three services in line with the Principal Timetable Change 2017. The rights for the services will expire on the 28<sup>th</sup> February 2018.
- XIII. The Sixteenth Supplemental Agreement formed an amendment to Schedule 5, Table 4.1 'The Calling Patterns' of the Track Access Contract to include London Bridge as an additional call for the Blackfriars/ Brighton & Three Bridges services (Service Groups ET02) to enable the London Bridge diversions.
- XIV. The Eighteenth Supplemental Agreement, Special Approval Notice by the ORR formed an amendment to Table 2.2 'Additional Passenger Train Slots' to include contingent rights for Service Groups ET02 and ET05. Table 4.1 has also been amended to include the services within the calling patterns.
- XV. The Fourteenth Supplemental Agreement made an amendment to Schedule 5 Tables 2.1 and 4.1 in their entirety and to extend expiry date to SCD May 2019.
- XVI. The Twenty First Supplemental Agreement added Schedule 11 Relevant Modification.
- XVII. The Twentieth Supplemental Agreement was to update Annex A, B and C of Schedule 4 in order to reflect the recently amended GTR May 18 timetable.
- XVIII. The Nineteenth Supplemental Agreement which updated Appendix C -Default Train Consist table of Schedule 7.
- XIX. The 25th Supplemental Agreement dated 7th December 2018 and approved by the ORR on the 7th December 2018.
- XX. The 26th Supplemental Agreement dated 6th December 2018 and approved by the ORR on the 7th December 2018.
- XXI. The 23rd Supplemental Agreement was to update Appendix 7D of Schedule 7 to reflect

On Train Metering for the new Class 717's.

- XXII. The 24th Supplemental Agreement was a General Approval to add Class 717s to the Specified Equipment, paragraph 5.1 of Schedule 5.
- XXIII. The 27<sup>th</sup> Supplemental Agreement was to extend the expiry date to SCD 2022 and to change Service Groups ET02 and ET05 in table 2.1 of Schedule 5 and add a new table 2.2 of Schedule 5.
- XXIV. The 28<sup>th</sup> Supplemental Agreement was to update Table 2.1 and 2.2 of schedule 5 and table 4.1.
- XXV. The 29<sup>th</sup> Supplemental Agreement was an addition of a contingency clause for CP6.
- XXVI. The 30<sup>th</sup> Supplemental Agreement incorporate the PR18 Review Notice.
- XXVII. The 32<sup>nd</sup> Supplemental Agreement changed Schedule 1 Contract Particulars and Appendix 7C Deafult Consist Train Data in Schedule 7.
- XXVIII. The 34<sup>th</sup> Supplemental changed Tables 2.1, 2.2 and 4.1 of Schedule 5. Appendix 7C was also changed in Schedule 7.
- XXIX. The 35<sup>th</sup> Supplemental changed Service Group ET09 only in table 2.1 of Schedule 5.