

Martin Jones

Deputy Director, Access Licensing and
International
Telephone [REDACTED]
Email [REDACTED]



BY EMAIL ONLY

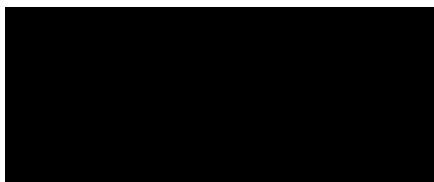
28 August 2026

Gareth Williams
6th Floor
Kings Place
90 York Way
London
England
N1 9AG

For the attention of the Company Secretary

Section 17 Railways Act 1993: Proposed Depot Access Agreement between Eurostar International Limited and VTE OpCo Limited for Temple Mills International depot where Eurostar International Limited is the Depot Facility Owner

1. Pursuant to section 17 of, and in accordance with paragraph 5 of Schedule 4 to the Railways Act 1993 (the Act), and having consulted you Eurostar International Limited and VTE Holdings Limited (now known as VTE OpCo Limited) as the persons who are stated in an application made by VTE Holdings Limited on 23 October 2024, to be parties to a proposed Depot Access Agreement. I hereby direct you, Eurostar International Limited to enter into the attached Depot Access Agreement, **no later than 7 September 2026**.
2. VTE OpCo Limited should enter into the proposed agreement by the same date. If it fails to do so, Eurostar International Limited shall be released from the duty to enter into the access agreement.
3. A copy of these directions has been sent to both parties and will be placed on ORR's public register in accordance with Section 72 of the Act in due course.



Martin Jones

Duly Authorised by the Office of Rail and Road



DATED 4 September 2026

Between

Eurostar International Limited as Depot Facility Owner

- and -

VTE OpCo Limited as Beneficiary

Temple Mills International Depot

DEPOT ACCESS AGREEMENT
(Access to a passenger service
operator's depot)

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THIS AGREEMENT is made on 4 September 2026

BETWEEN:-

- (1) The party specified in paragraph 1 of Schedule 1 (the "**Depot Facility Owner**");
and
- (2) The party specified in paragraph 2 of Schedule 1 (the "**Beneficiary**").

BACKGROUND

- (A) The Depot Facility Owner is the facility owner of the Depot.
- (B) The Beneficiary is a train operator who wishes to obtain permission to use the Depot.
- (C) The Depot Facility Owner has agreed to grant the Beneficiary and its Associates such permission on the terms and conditions of this Agreement.
- (D) This Agreement is entered into pursuant to directions given by the Office of Rail and Road in the exercise of its powers under the Act.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

Unless the context otherwise requires:

"Aggregate Beneficiary Minutes Delay" means, in respect of any Accounting Period, the aggregate number of Beneficiary Minutes Delay in that Accounting Period, subject to the proviso in Clause 8.1.4(a)(i);

"Aggregate DFO Minutes Delay" means, in respect of any Accounting Period, the aggregate number of DFO Minutes Delay in that Accounting Period, subject to the proviso in Clause 8.1.9(a)(i);

"Allowable Beneficiary Minutes Delay" means the number of Beneficiary Minutes Delay per Accounting Period specified in Part A of Schedule 13;

"Allowable DFO Minutes Delay" means the number of DFO Minutes Delay per Accounting Period specified in Part A of Schedule 14;

"Applicable Systems Interfaces" means the Systems Interfaces described in Schedule 4;

"Beneficiary Depot Services" means all those services described in Schedules 5 to 12 inclusive together with any temporary holding, shunting or marshalling required from time to time in the provision of such services;

"Beneficiary Event of Default" has the meaning attributed to it in Clause 6.2.1;

"Beneficiary Minutes Delay" means, either:

- (a) the difference, expressed as a number of minutes and rounded up to the nearest whole minute, between the Diagram Departure Time and the Train Ready Time of any train other than one operated by or on behalf of the Beneficiary; or
- (b) where a train other than one operated by or on behalf of the Beneficiary is cancelled or for any other reason no Train Ready Time occurs in respect of it, the number of minutes comprised in the Beneficiary Minutes Delay Cap,

to the extent only (in either case) that the incidence of delay represented by such number of minutes is caused by a breach by the Beneficiary of its obligations under this Agreement (not being a breach caused by an event of Force Majeure affecting the Beneficiary);

"Beneficiary Minutes Delay Cap" means, in respect of any Beneficiary Minutes Delay, the cap specified in Part B of Schedule 13;

"Beneficiary Minutes Delay Threshold" means, in respect of any Beneficiary Minutes Delay, the relevant de minimis threshold specified in Part C of Schedule 13;

"Collision Damage" means damage to Fleet Vehicles caused by collision with another object or by derailment;

"Commencement Date" means the date upon which this Agreement becomes fully effective in accordance with Clause 2.3.2;

"Depot" means the light maintenance depot specified in paragraph 4 of Schedule 1;

"Depot Access Conditions" means, in respect of the Depot:

- (a) the Temple Mills International Depot Access Conditions dated 28 August 2026 (ORR Reference: **DAC/34/26/01**); and
- (b) the Temple Mills International Depot Access Annexes dated 28 August 2026 (ORR Reference: **DSA/34/01/26/01**) which annexes for the purposes of this Agreement shall be the annexes referred to in the depot access conditions referred to in paragraph (a),

as each is modified from time to time with approval of the Office of Rail and Road;

"Depot Access Start Date" means 1 April 2030 or such later date as the parties may agree;

"Depot Facility Owner Event of Default" has the meaning attributed to it in Clause 6.2.3;

"Depot Facility Owner's Train Care Manual" means the manual (as amended from time to time by the Depot Facility Owner) setting out the specifications and requirements applicable to the maintenance of the Depot Facility Owner's

rolling stock at the Depot which relate to a) exterior cleaning and b) CET servicing, a copy of which is available for inspection at the Depot;

"Depot Works" has the meaning given to that term in the Mobilisation Agreement;

"DFO Minutes Delay" means, either:

- (a) the difference, expressed as a number of minutes and rounded up to the nearest whole minute, between the Diagram Departure Time and the Train Ready Time of any train operated by or on behalf of the Beneficiary; or
- (b) where a train operated by or on behalf of the Beneficiary is cancelled or for any other reason no Train Ready Time occurs in respect of it, the number of minutes comprised in the DFO Minutes Delay Cap,

other than to the extent (in either case) that the incidence of delay represented by such number of minutes is caused by either:

- (i) a breach by the Beneficiary or any of its Affiliates of any contractual obligation owed to the Depot Facility Owner; or
- (ii) an event of Force Majeure affecting the Depot Facility Owner;

"DFO Minutes Delay Cap" means, in respect of any DFO Minutes Delay, the relevant cap specified in Part B of Schedule 14;

"DFO Minutes Delay Threshold" means, in respect of any DFO Minutes Delay, the de minimis threshold specified in Part C of Schedule 14;

"Event of Default" means a Beneficiary Event of Default or a Depot Facility Owner Event of Default, as the context requires;

"Excess Beneficiary Minutes Delay" means, in respect of any Accounting Period, the number of Beneficiary Minutes Delay by which the Aggregate

Beneficiary Minutes Delay for that Accounting Period exceeds the Allowable Beneficiary Minutes Delay for that Accounting Period;

"Excess DFO Minutes Delay" means, in respect of any Accounting Period, the number of DFO Minutes Delay by which the Aggregate DFO Minutes Delay for that Accounting Period exceeds the Allowable DFO Minutes Delay for that Accounting Period;

"Final Completion" has the meaning given to that term in the Mobilisation Agreement;

"Fleet Vehicle" means those railway vehicles operated by or on behalf of the Beneficiary and of a type specified in Schedule 3;

"HS1 Limited" trading as London St Pancras Highspeed, means a private limited company registered in England under number 03539665 having its registered office in 5th floor, King's Place, 90 York Way, London, England N1 9AG;

"Insolvency Event" means, in relation to either of the parties, 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 "£50,000" or such higher figure as the parties may agree from time to time in writing; 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 expiration 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 it) 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 that party pursuant to sections 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), (e), or (f) in relation to matters analogous or equivalent to the matters referred to in 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;

"Long-stop Date" means the date specified in paragraph 3 of Schedule 1;

"Mobilisation Agreement" means an agreement between the parties entered into on or around the date of this Agreement setting out the terms pursuant to which, amongst other things, works shall be undertaken to equip the Depot for the performance of the Beneficiary Depot Services;

"Operating Notice" means, any notice to be given by one party to this Agreement to the other in respect of any matters contained or referred to in Clauses 8.1.1, 8.1.2 and 8.1.3 and Schedules 5 to 12 inclusive and in respect of any matters contained or referred to in Conditions N3.3, N3.5, N3.9, N3.10 and N3.13;

"Safety Certificate" has the meaning given to "safety certificate" in the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

"Security" means, any mortgage, pledge, lien (other than a lien arising by operation of law), hypothecation, security interest or other charge or encumbrance;

"SNRP" has the meaning given to it by the Railways (Licensing of Railway Undertakings) Regulations 2005;

"Suspension Notice" means a notice served by one party on the other pursuant to Clause 6.3;

"Termination Notice" means a notice served by one party on the other pursuant to Clause 6.4.1 or 6.4.2, as the case may be; and

"Track Access Agreement" means the agreement for use of track, referred to in paragraph 6 of Schedule 1.

1.2 **References**

References to this Agreement include its schedules and, unless otherwise indicated, references to recitals, Clauses, sub-Clauses, Schedules, Appendices and paragraphs are to recitals, clauses and sub-clauses of, and schedules to and appendices to schedules to, this Agreement and paragraphs of such schedules. References to this Agreement include, unless otherwise indicated, the Depot Access Conditions. References to any Condition shall be construed as a reference to the relevant Depot Access Condition.

1.3 **Sub-contractors**

Where a party has sub-contracted its rights or obligations under this Agreement to any third party in accordance with Clause 9.5, references to that party in this Agreement shall, with the exception of Clause 7 and, without prejudice to Clause 9.5, include references to any sub-contractor so appointed.

1.4 **Depot Access Conditions**

Unless the context otherwise requires, words and expressions defined in the Depot Access Conditions or which fall to be construed in accordance with such Conditions shall bear the same meanings and constructions in this Agreement and the rules of interpretation set out in the Depot Access Conditions shall apply throughout this Agreement.

2. **CONDITIONS PRECEDENT**

2.1 **Conditions Precedent**

Subject to Clauses 2.2 to 2.4, the provisions of this Agreement shall not have effect until the following conditions precedent (so far as they are applicable to each party) shall have been satisfied in full:

2.1.1 the Depot Facility Owner is authorised to be the operator of the Depot by a light maintenance depot licence granted under section 8 of the Act or is exempt from the requirement to be so authorised under section 7 of the Act;

2.1.2 the Track Access Agreement becoming effective in accordance with its terms (save for any condition relating to this Agreement becoming effective);

2.1.3 the Beneficiary holds a Safety Certificate in relation to its operation of trains;

2.1.4 an Insolvency Event not having occurred in relation to either of the parties;

2.1.5 a copy of this Agreement has been sent to the Office of Rail and Road in hard copy or by email within 14 days of this Agreement being signed and dated by the parties; and

2.1.6 Final Completion has occurred in respect of all of the Depot Works.

2.2 **Obligation to satisfy Conditions Precedent**

The parties shall use all reasonable endeavours to secure that the following conditions precedent are respectively satisfied in full by them (and that notice of such satisfaction is promptly given by each party to the other party) as soon as practicable and, in any event, not later than the Long-stop Date:

2.2.1 in the case of the Depot Facility Owner, the conditions precedent contained in Clause 2.1.1 and Clause 2.1.5, and jointly with the Beneficiary the conditions precedent contained in Clause 2.1.6;

2.2.2 in the case of the Beneficiary, the conditions precedent contained in Clauses 2.1.2 and 2.1.3, and jointly with the Depot Facility Owner the conditions precedent contained in Clause 2.1.6.

2.3 **Entry into effect**

2.3.1 The following provisions shall come into effect and be binding on the parties immediately upon this Agreement being signed and dated by the parties:

- (a) Clauses 1, 2, 4, 6 (excluding Clauses 6.2.1(d), (e) and (g)), 7 to the extent that such provisions relate to the review and updating of the Access Charges, 9, 11 and 12;

- (b) paragraph 1 of Appendix 1 to Schedule 7, paragraph 1 of Appendix 1 to Schedule 8 and paragraph 1 of Appendix 1 to Schedule 19 to the extent that such provisions relate to the updating of diagram times;
- (c) paragraph 2A.4 of Schedule 8;
- (d) paragraphs 2 - 4 (inclusive) of Appendix 3 to Schedule 7 and paragraphs 2 - 4 (inclusive) of Appendix 3 to Schedule 19; and
- (e) the Depot Access Conditions, other than Conditions D1 – D3 (inclusive), Part E (Insurance), Part F (Access Charging), Conditions H1 - H4 (inclusive), Part M (Environmental Protection), Part N (Other Positive Obligations) and Part O (Other Negative Obligations), which shall come into effect in accordance with Clause 2.3.2.

2.3.2 All other Clauses and Conditions shall come into effect and be binding on the parties on the date on which the last of the conditions precedent contained in Clause 2.1 has been satisfied.

2.4 **Non-satisfaction**

2.4.1 If any of the conditions precedent in Clause 2.1 shall not have been satisfied in full on or before the Long-stop Date, this Agreement (except Clause 2.4.2) shall lapse and neither party shall have any liability to the other under or in respect of it, save in respect of a pre-existing breach of any of Clauses 2, 4, 6, 9, 11 and 12 and Conditions A1, Q1 and Q3.

2.4.2 The obligations of confidence provided for in the Depot Access Conditions shall continue in force for the period specified in Condition Q1.1 after this Agreement has otherwise ceased to have effect pursuant to Clause 2.4.1.

3. **PERMISSION TO USE THE DEPOT**

3.1 The Depot Facility Owner hereby grants the Beneficiary and its Associates permission to use the Depot from the Depot Access Start Date.

3.2 With effect from the Depot Access Start Date, the Depot Facility Owner undertakes to provide to the Beneficiary and its Associates the Beneficiary Depot Services in accordance with this Agreement and shall comply with its other obligations contained in this Agreement.

- 3.3 In consideration of the permission granted to the Beneficiary and its Associates by the Depot Facility Owner in Clause 3.1 and the performance by the Depot Facility Owner of its other obligations under this Agreement, the Beneficiary shall pay the Access Charge in accordance with Clause 7 and Part F of the Depot Access Conditions and shall comply with its other obligations contained in this Agreement.

4. DEPOT ACCESS CONDITIONS

- 4.1 The Depot Access Conditions are incorporated in and shall form part of this Agreement.
- 4.2 Except where the Office of Rail and Road shall have directed otherwise in the exercise of its powers under the Act, the Depot Facility Owner shall ensure that all operators of trains having permission to use the Depot agree to comply with the Depot Access Conditions.
- 4.3 During the term of this Agreement, each of the parties shall duly and punctually perform, observe and comply with its obligations set out in the Depot Access Conditions as incorporated in this Agreement pursuant to Clause 4.1.

5. CONTRACT REVIEWS

5.1 Reviews by the parties

- 5.1.1 The parties shall:
- (a) at intervals of not more than 3 months during the period specified in Clause 5.1.2, formally review with each other, the operation of this Agreement; and
 - (b) at the conclusion of any such review, negotiate in good faith and on a reasonable basis with a view to reaching agreement (subject to Condition B9) on any amendments to this Agreement which either party may, in the light of experience gained as to the operation of this Agreement, reasonably consider necessary or desirable.
- 5.1.2 The period referred to in Clause 5.1.1(a) shall be the period of 12 months from the Depot Access Start Date.

5.2 Consequential modifications following changes to Depot Access Conditions

5.2.1 This Agreement shall have effect with the modifications specified in a notice given by the Office of Rail and Road for the purposes of this Clause 5.2, provided that the Office of Rail and Road shall be satisfied as to the need for the modifications as provided in Clause 5.2.2, the procedural requirements of Clause 5.2.3 shall have been satisfied, and the modifications shall have effect in accordance with Clause 5.2.4.

5.2.2 A notice given by the Office of Rail and Road under Clause 5.2.1 shall have effect only if the following conditions shall have been satisfied:

- (a) not earlier than 30 days before the notice shall have been given, the Office of Rail and Road shall have given a notice to the parties pursuant to Condition B6.1 of the Depot Access Conditions; and
- (b) the Office of Rail and Road shall be satisfied on reasonable grounds that the modifications specified in the notice shall:
 - (i) be necessary or expedient for the purpose of giving full effect to the purposes of the modifications specified in the said notice under Condition B6 of the Depot Access Conditions; and
 - (ii) not be of a nature or effect which is likely materially to prejudice the interests of either party under this Agreement.

5.2.3 The procedural requirements which require to have been followed for the purposes of Clause 5.2.1 are those specified in Condition B6.4 of the Depot Access Conditions mutatis mutandis.

5.2.4 A notice given under Clause 5.2.1 shall have effect upon such date, or the happening of such event, as shall be specified in the notice, provided that it shall in no circumstances have effect:

- (a) earlier than 60 days after the date upon which it shall have been given;
or

(b) later than the date which is 180 days after the Commencement Date.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall continue in force until the earliest to occur of:

6.1.1 lapse pursuant to Clause 2.4;

6.1.2 termination pursuant to this Clause 6;

6.1.3 the Depot Facility Owner ceasing to be the facility owner of the Depot;
and

6.1.4 unless otherwise agreed between the parties in writing, the tenth anniversary of the Depot Access Start Date.

6.1A Not less than twelve (12) months prior to the expiry date referred to in clause 6.1.4:

6.1A.1 the Depot Facility Owner shall notify the Beneficiary in writing if it is reasonably likely to continue to be the facility owner of the Depot following the expiry of the Depot Lease; and

6.1A.2 where the Depot Facility Owner is reasonably likely to continue to be the facility owner of the Depot following the expiry of the Depot Lease, the Parties shall negotiate in good faith an extension to this Agreement or a new depot access agreement, provided that neither party shall have any obligation or liability to the other party if legally binding agreements are not concluded.

6.1B Nothing in clause 6.1A shall affect or limit each party's right to apply to the Office of Rail and Road for directions under section 17 or 22A of the Act.

6.2 Events of default

6.2.1 Beneficiary Events of Default

The following shall be Beneficiary Events of Default:

(a) **Insolvency**

An Insolvency Event occurs in relation to the Beneficiary;

(b) **Breach of the Agreement**

The Beneficiary commits a material breach of its obligations under this Agreement;

(c) **Force Majeure**

The Beneficiary fails to perform its obligations under this Agreement to any material extent for a continuous period of 90 days as a result of an event of Force Majeure;

(d) **Loss of Licence**

The Beneficiary ceases to be authorised to be the operator of trains by a licence granted or recognised under section 8 of the Act or by a licence or SNRP granted under to Railway (Licensing of Railway Undertakings) Regulations 2005 (whether by revocation or otherwise) unless it is exempt from the requirement so to be authorised;

(e) **Loss of Safety Certificate**

The Beneficiary ceases to hold a Safety Certificate whether because it has been revoked or otherwise;

(f) **Track Access Termination**

Termination of the Track Access Agreement unless the Beneficiary shall become a party to an access agreement in relation to track which is contiguous to the Depot on or before the date which is not later than 30 days after the termination of the Track Access Agreement (any such agreement being thereafter treated as the Track Access Agreement); and

(g) **Non operation**

The Beneficiary does not require the Depot Facility Owner to carry out at least an average of ninety-five per cent. (95%) by value of the Minimum Level of Services in 6 consecutive Accounting Periods.

6.2.2 The Beneficiary shall notify the Depot Facility Owner promptly on becoming aware of the occurrence of a Beneficiary Event of Default.

6.2.3 Depot Facility Owner Events of Default

The following shall be Depot Facility Owner Events of Default:

(a) **Insolvency**

An Insolvency Event occurs in relation to the Depot Facility Owner;

(b) **Breach of the Agreement**

The Depot Facility Owner commits a material breach of its obligations under this Agreement;

(c) **Force Majeure**

The Depot Facility Owner fails, for a continuous period of 90 days, to perform its obligations under this Agreement to any material extent as a result of an event of Force Majeure; and

(d) **Loss of Licence**

The Depot Facility Owner ceases to be authorised to be the operator of the Depot by a licence granted under section 8 of the Act (whether by revocation or otherwise) unless it is exempt from the requirement so to be authorised under section 7 of the Act.

6.2.4 The Depot Facility Owner shall notify the Beneficiary promptly on becoming aware of the occurrence of a Depot Facility Owner Event of Default.

6.3 Suspension

6.3.1 Right to suspend

(a) The Depot Facility Owner may serve a Suspension Notice where a Beneficiary Event of Default has occurred and is continuing, provided the relevant Event of Default is reasonably capable of remedy.

- (b) The Beneficiary may serve a Suspension Notice where a Depot Facility Owner Event of Default has occurred and is continuing, provided the relevant Event of Default is reasonably capable of remedy.

6.3.2 Contents of a 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 Beneficiary, reasonable restrictions imposed on the grant to the Beneficiary and its Associates of permission to use the Depot and the provision of the Beneficiary Depot Services while the Suspension Notice is in force;
- (d) in the case of a Suspension Notice served on the Depot Facility Owner, details of any suspension of the grant to the Beneficiary of the permission to use the Depot and of the provision of the Beneficiary Depot Services while the Suspension Notice is in force;
- (e) the steps reasonably required to remedy the relevant Event of Default; and
- (f) a reasonable grace period for the defaulting party to remedy it (and where the relevant Event of Default is a failure to pay any part of the Access Charge, 7 days shall be a reasonable grace period unless otherwise agreed).

6.3.3 Effects of a Suspension Notice served by the Depot Facility Owner

Where the Depot Facility Owner has served a Suspension Notice on the Beneficiary:

- (a) it shall have the effect of suspending the permission to use the Depot and the provision of the Beneficiary Depot Services to the extent specified in such Suspension Notice;
- (b) the Beneficiary shall comply with any reasonable restriction thereby imposed on it;
- (c) the Suspension Notice shall remain in full force and effect until it has been revoked either in whole or in part by notice from the Depot Facility Owner to the Beneficiary pursuant to Clause 6.3.5(d); and
- (d) service of a Suspension Notice shall not affect the Beneficiary's continuing obligation to pay the Access Charge.

6.3.4 Effect of a Suspension Notice served by the Beneficiary

Where the Beneficiary has served a Suspension Notice on the Depot Facility Owner:

- (a) it shall have the effect of suspending the permission to use the Depot and the provision of the Beneficiary Depot Services to the extent specified in such Suspension Notice;
- (b) the Suspension Notice shall remain in full force and effect until it has been revoked either in whole or in part by notice from the Beneficiary to the Depot Facility Owner pursuant to Clause 6.3.5(d); and
- (c) without prejudice to the Beneficiary's rights under Clause 8, the Beneficiary shall not be obliged to pay the Access Charge in respect of such Beneficiary Depot Services.

6.3.5 Suspension to be proportionate to breach

- (a) A Suspension Notice served pursuant to Clause 6.3.1 in respect of any Beneficiary Event of Default which relates only to particular Beneficiary Depot Services shall, so far as reasonably practicable, apply only to those Beneficiary Depot Services (or (as the case may be) parts or part

of them) and the remainder of the rights and obligations of the parties shall remain in full force and effect.

- (b) A Suspension Notice served pursuant to Clause 6.3.1 in respect of any Depot Facility Owner Event of Default which relates only to particular Beneficiary Depot Services shall, so far as reasonably practicable, apply only to those Beneficiary Depot Services (or (as the case may be) parts or part of them) and the remainder of the rights and obligations of the parties shall remain in full force and effect.
- (c) The party served with a Suspension Notice shall, with all reasonable diligence, take such steps as shall be reasonable and necessary to remedy the Event of Default and shall keep the party serving the Suspension Notice fully informed of the progress which is being made in remedying the Event of Default.
- (d) Where a party served with a Suspension Notice has complied with its obligations under Clause 6.3.5(c) (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 shall have 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 shall have effect.

6.4 Termination

6.4.1 The Depot Facility Owner's right to terminate

The Depot Facility Owner may serve a Termination Notice on the Beneficiary where:

- (a) the Beneficiary fails to comply with any material restriction in a Suspension Notice provided that the relevant Beneficiary Event of Default is continuing;
- (b) the Beneficiary fails to comply with its obligations under Clause 6.3.5(c) provided that the relevant Beneficiary Event of Default is continuing; or

- (c) except during the period of a Suspension Notice relating to it, a Beneficiary Event of Default has occurred and is continuing.

6.4.2 The Beneficiary's right to terminate

The Beneficiary may serve a Termination Notice on the Depot Facility Owner where:

- (a) the Depot Facility Owner fails to comply with its obligations under Clause 6.3.5(c) provided that the relevant Depot Facility Owner Event of Default is continuing; or
- (b) except during the period of a Suspension Notice relating to it, a Depot Facility Owner Event of Default has occurred and is continuing.

6.4.3 Contents of Termination Notice

A Termination Notice shall specify:

- (a) the nature of the relevant Event of Default or other matter entitling termination under Clause 6.4.1 or 6.4.2 as the case may be;
- (b) the date and time at which termination is to take effect, which in the case of any notice shall not be earlier than the expiry of any relevant grace period under Clause 6.4.3(c)(ii); and
- (c) where the relevant Event of Default is capable of remedy:
 - (i) the steps reasonably required to remedy the Event of Default; and
 - (ii) a reasonable grace period within which such steps may be taken (and where the Event of Default is a failure of the Beneficiary to pay the Access Charge, 7 days shall be a reasonable grace period unless otherwise agreed).

6.4.4 **Effects of a Termination Notice**

Where either party has served a Termination Notice on the other:

- (a) the service of the Termination Notice shall not affect the parties' continuing rights and obligations under this Agreement up to the date of termination as specified in the Termination Notice or such later date as the party which has served the Termination Notice may notify to the other following the service of the Termination Notice but prior to the date upon which it shall have been specified to have effect;
- (b) the party which has served the Termination Notice shall withdraw it by notice to the other party upon being reasonably satisfied that any relevant Event of Default has been remedied;
- (c) this Agreement shall terminate on the later of:
 - (i) the date and time specified in the Termination Notice or such later date and time as the party which has served the Termination Notice may notify to the other prior to the date and time upon which it shall have been specified to have effect; and
 - (ii) 28 days after the date upon which a copy of the Termination Notice shall have been given to the Office of Rail and Road; and
- (d) termination of this Agreement by either party shall be without prejudice to any right of action that may have arisen prior to, or may arise in consequence of, such termination.

6.5 **Exclusion of common law termination rights**

The suspension and termination rights set out in this Clause 6 and Clause 5 shall be the parties' only rights to suspend or terminate this Agreement, whether pursuant to its terms, at law or otherwise.

6.6 **Office of Rail and Road's termination**

6.6.1 This Agreement shall terminate upon:

- (a) the date specified in a notice (the "**Office of Rail and Road 's Termination Notice**") given to the parties by the Office of Rail and Road for the purposes of this Clause 6.6; or
- (b) the happening of such event as shall be specified in such a notice.

6.6.2 An Office of Rail and Road's Termination Notice shall have effect if the following conditions shall have been satisfied:

- (a) the Office of Rail and Road shall have given to the parties a review notice complying with Clause 6.6.3; and
- (b) either:
 - (i) the parties shall have failed to submit to the Office of Rail and Road for its approval within 90 days of the giving of the review notice or such longer period as the Office of Rail and Road may specify proposed amendments to this Agreement which they shall have agreed in respect of all of the matters referred to in the review notice; or
 - (ii) the parties having submitted proposed amendments to it, the Office of Rail and Road shall have failed or refused to approve them within 150 days of the giving of the review notice or such longer period as the Office of Rail and Road may specify; and
- (c) the Office of Rail and Road shall have specified in the Office of Rail and Road's Termination Notice the date or the happening of an event upon which it shall have effect, which date or event shall not be earlier than 150 days after the giving of the said notice.

6.6.3 A review notice shall be a notice given by the Office of Rail and Road stating its conclusions in relation to its review of the parties' arrangements under this Agreement in respect of any matter.

6.7 **Not used**

6.8 **Suspension of Notice of Termination**

Any Termination Notice served by the Depot Facility Owner under Clause 6.7 shall not take effect if the Beneficiary has, after the date of service of any Termination Notice and before the date of that notice taking effect, applied to the Office of Rail and Road under section 17 of the Act for directions to be given to the Depot Facility Owner to enter into an access contract which provides for the continued access by the Beneficiary's Fleet Vehicles to the Depot and for so long as that application shall not have been refused.

7. **CHARGES FOR PERMISSION TO USE THE DEPOT**

7.1 Subject to Clause 7.2, the Access Charge incorporating the specific charges set out in the relevant Appendices to Schedules 5 to 12 shall be calculated and paid in accordance with Part F of the Depot Access Conditions.

7.2 The Parties acknowledge and agree that any Access Charge shall comprise:

- a) the costs incurred by the Depot Facility Owner in providing the Beneficiary Depot Service; and
- b) a reasonable profit which shall be retained by the Depot Facility Owner.

Initial Access Charge Review

7.3 Recognising that there will be an extended period of time between the date of this Agreement and the Depot Access Start Date, either Party may, once at any time in the twelve-month period preceding the Depot Access Start Date, formally review the Access Charge with the counterparty (the "**Initial Access Charge Review**").

7.4 The purpose of the Initial Access Charge Review shall be to ensure that as of the Depot Access Start Date, the Access Charge accurately reflects the components set out at Clause 7.2.

7.5 At the conclusion of the Initial Access Charge Review, the Parties shall negotiate with a view to reaching agreement on any amendments to the Access

Charge within 30 days following the conclusion of such review, such amendments to take effect subject to the approval of the Office of Rail and Road from the Depot Access Start Date.

- 7.6 If the Parties reach agreement on the amendments to the Access Charge following the Initial Access Charge Review, the Depot Facility Owner shall promptly submit the amendments to the Office of Rail and Road for approval under section 22 of the Act.
- 7.7 If the Parties fail to reach agreement on the amendments to the Access Charge following the Initial Access Charge Review, within 30 days following the conclusion of such review, matters in dispute may be referred by either of them for determination by the Office of Rail and Road, in which case the Parties shall furnish the Office of Rail and Road with such information and evidence as it may require to make its decision.
- 7.8 Where any proposed amendments to the Access Charge are approved or determined by the Office of Rail and Road following the Initial Access Charge Review, such proposed amendments shall be made and become effective in accordance with the terms of the Office of Rail and Road's approval or determination. If not so approved or determined, such amendments shall not be made or have effect.

Office of Rail and Road modification of the Charges relating to Stabling

7.9 This Agreement shall have effect:

- (a) with the modifications; and
- (b) from the date,

specified by the Office of Rail and Road in a modification notice.

7.10 No modification notice may have retrospective effect.

7.11 A modification notice is a notice given by the Office of Rail and Road to the parties for the purposes of this Agreement which modifies specified provisions of this Agreement in relation to the Charges for Stabling set out in Appendix 2 of Schedule 8, by making such modifications as are consequential upon, or necessary to give full effect to, the final outcome of any arbitration or court proceedings in relation to the determination of those Charges by the Office of Rail and Road dated 28 August 2026.

7.12 A modification notice shall state:

- (a) the modifications which are to be made to this Agreement; and
- (b) the date from which the specified modifications are to have effect.

7.13 Not later than 28 days after the giving of the modification notice, the Depot Facility Owner shall prepare and send to the Beneficiary and the Office of Rail and Road a copy of this Agreement as so modified.

8. REMEDIES

8.1 Delays and specified performance defaults

8.1.1 The Depot Facility Owner, within 5 Business Days following each relevant Diagram Departure Time, shall notify to the Beneficiary:

- (a) the Train Ready Time or other fact as recorded by the Depot Facility Owner pursuant to Condition L1.1, in respect of each train operated by or on behalf of the Beneficiary, in any case where either:
 - (i) the Train Ready Time is later than the relevant Diagram Departure Time for that train; or
 - (ii) that train is cancelled or for any other reason no Train Ready Time occurs in respect of it,

together with (in any such case), where relevant,

- (b) both:

- (i) the relevant number of DFO Minutes Delay; and
- (ii) particulars sufficient to enable the Beneficiary to make a proper assessment of how and the extent to which the Depot Facility Owner considers that any delay referred to in Clause 8.1.1(a)(i) or (a)(ii) but not included in the computation of DFO Minutes Delay was caused by either:
 - (1) a breach by the Beneficiary or any of its Affiliates of any contractual obligation owed to the Depot Facility Owner; or
 - (2) an event of Force Majeure affecting the Depot Facility Owner.

8.1.2 The Depot Facility Owner, within 5 Business Days following each relevant Diagram Departure Time, shall notify to the Beneficiary, together with the information notified pursuant to Clause 8.1.1:

- (a) the Train Ready Time or other fact as recorded by the Depot Facility Owner pursuant to Condition L1.1, in respect of each train other than one operated by or on behalf of the Beneficiary, in any case where both:
 - (i) either:
 - (1) the Train Ready Time is later than the relevant Diagram Departure Time for that train; or
 - (2) that train is cancelled or for any other reason no Train Ready Time occurs in respect of it; and
 - (ii) (in either case) the Depot Facility Owner considers that such delay was wholly or partly caused by a breach by the Beneficiary of its obligations under this Agreement (not being a breach caused by an event of Force Majeure affecting the Beneficiary),

together with (in any such case):

(b) both:

- (i) the relevant number of Beneficiary Minutes Delay; and
- (ii) particulars sufficient to enable the Beneficiary to make a proper assessment of how and the extent to which the Depot Facility Owner considers that any delay referred to in Clause 8.1.2(a)(i)(1) or (2) was caused by a matter referred to in Clause 8.1.2(a)(ii).

8.1.3 The Beneficiary shall be deemed to have agreed any DFO Minutes Delay, any Beneficiary Minutes Delay and any associated particulars of causation or contribution so notified to it, unless and to the extent that, within 5 Business Days of the time of service of the relevant notice, the Beneficiary shall have notified to the Depot Facility Owner that it disputes any of its contents. Any such notice by the Beneficiary shall specify what is disputed, and state reasons.

8.1.4 Within 5 Business Days of the end of each Accounting Period, the Depot Facility Owner shall:

(a) notify the Beneficiary of the:

- (i) Aggregate Beneficiary Minutes Delay for that Accounting Period, provided that there shall not be included in the calculation of Aggregate Beneficiary Minutes Delay any Beneficiary Minutes Delay which are less than the relevant Beneficiary Minutes Delay Threshold or in excess of the Beneficiary Minutes Delay Cap; and
- (ii) Excess Beneficiary Minutes Delay for that Accounting Period, and

(b) submit an invoice to the Beneficiary covering:

- (i) all such Excess Beneficiary Minutes Delay, charged at the rates specified in Part D of Schedule 13 (or at such higher rates as for

the time being shall have taken effect pursuant to Clause 8.1.5);
and

- (ii) such other performance related payments as shall be due from the Beneficiary in accordance with Clause 8.2.

8.1.5 The Allowable Beneficiary Minutes Delay shall be decreased or the rates of payment specified in Part D of Schedule 13 shall be increased from time to time in such manner, on such conditions, and for such purposes as shall have been specified by the Office of Rail and Road by notice in writing to the Depot Facility Owner and the Beneficiary within 28 days after the giving of any directions by the Office of Rail and Road under section 17 or 18 of the Act requiring the Depot Facility Owner to enter into another Depot Access Agreement.

8.1.6 All invoices submitted under Clause 8.1.4(b) shall:

- (a) be in sufficient detail to enable the Beneficiary to make a proper assessment of the amounts being levied;
- (b) be accompanied by reasonable supporting information (save to the extent already supplied by the Depot Facility Owner to the Beneficiary);
and
- (c) be sent by email (with confirmation copy by prepaid first class post) to the Beneficiary's address for service set out in this Agreement.

8.1.7 Subject to Clause 8.1.8, the Beneficiary shall pay each such invoice within 28 days of receipt of the confirmation copy of the invoice delivered to the Beneficiary in accordance with Clause 8.1.6(c).

8.1.8 If the Beneficiary shall dispute its liability to pay any part of any such invoice, it shall not pay that part which shall be in dispute (pending final resolution of any dispute resolution proceedings which may have been commenced in relation to the matters in dispute) but shall pay the balance. If and to the extent that it is finally determined that the part so unpaid was properly payable by the Beneficiary, so much of the part as should have been paid shall bear interest in

accordance with Condition Q2.1 as though the Beneficiary had defaulted in the payment of it when originally due.

8.1.9 Within 15 Business Days of the end of each Accounting Period, the Beneficiary shall:

- (a) notify the Depot Facility Owner of the:
 - (i) Aggregate DFO Minutes Delay in respect of that Accounting Period, provided that there shall not be included in the calculation of Aggregate DFO Minutes Delay any DFO Minutes Delay which are less than the relevant DFO Minutes Delay Threshold or any DFO Minutes Delay to the extent that they are more than the relevant DFO Minutes Delay Cap; and
 - (ii) Excess DFO Minutes Delay in respect of that Accounting Period, and
- (b) submit an invoice to the Depot Facility Owner covering:
 - (i) all such Excess DFO Minutes Delay, charged at the rates specified in Part D of Schedule 14 (or at such higher rates as for the time being shall have taken effect pursuant to Clause 8.1.10); and
 - (ii) such other performance related payments as shall be due from the Depot Facility Owner in accordance with Clause 8.2.

8.1.10 The Allowable DFO Minutes Delay shall be decreased or the rates of payment specified in Part D of Schedule 14 shall be increased from time to time in such manner, on such conditions, and for such purposes as shall have been specified by the Office of Rail and Road by notice to the Depot Facility Owner and the Beneficiary within 28 days after the giving of any directions by the Office of Rail and Road under section 17 of the Act requiring the Depot Facility Owner to enter into another Depot Access Agreement.

8.1.11 All invoices submitted under Clause 8.1.9(b) shall:

- (a) be in sufficient detail to enable the Depot Facility Owner to make a proper assessment of the amounts being levied;
- (b) be accompanied by reasonable supporting information (save to the extent already supplied by the Beneficiary to the Depot Facility Owner); and
- (c) be sent by email (with confirmation copy by prepaid first class post) to the Depot Facility Owner's address for service set out in this Agreement.

8.1.12 Subject to Clause 8.1.13, the Depot Facility Owner shall pay each such invoice within 28 days of receipt of the confirmation copy of the invoice delivered to the Depot Facility Owner in accordance with Clause 8.1.11(c).

8.1.13 If the Depot Facility Owner shall dispute its liability to pay any part of any such invoice, it shall not pay that part which shall be in dispute (pending final resolution of any dispute resolution proceedings which may have been commenced in relation to the matters in dispute) but shall pay the balance. If and to the extent that it is finally determined that the part so unpaid was properly payable by the Depot Facility Owner, so much of the part as should have been paid shall bear interest in accordance with Condition Q2.1 as though the Depot Facility Owner had defaulted in the payment of it when originally due.

8.2 Performance incentives

8.2.1 The Depot Facility Owner shall pay the Beneficiary such amounts, by reference to such performance criteria, as are specified in Schedule 16.

8.2.2 The Beneficiary shall pay the Depot Facility Owner such amounts, by reference to such performance criteria, as are specified in Schedule 15.

8.3 Indemnities

8.3.1 Subject to Clause 8.4, the Depot Facility Owner shall (on an after tax basis) indemnify the Beneficiary, and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, reasonable costs, damages, orders

and reasonable out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by the Depot Facility Owner of any of its obligations under this Agreement.

8.3.2 Subject to Clause 8.4, the Beneficiary shall (on an after tax basis) indemnify the Depot Facility Owner and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, reasonable costs, damages, orders and reasonable out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by the Beneficiary of any of its obligations under this Agreement.

8.4 Limitation on claims

8.4.1 Neither party shall be liable, in respect of any breach of this Agreement, under the indemnities specified in Clause 8.3:

- (a) unless notice of such breach is given by or on behalf of the claimant to the respondent setting out detailed particulars of the grounds on which the relevant claim is based within 6 months after the facts giving rise to such claim first became known by the claimant;
- (b) arising from any single occurrence or circumstance (or connected series of occurrences or circumstances) if the amount of the relevant claim does not exceed:
 - (i) in the case of a claim against the Depot Facility Owner, the amount specified in paragraph 1 of Schedule 17; and
 - (ii) in the case of a claim against the Beneficiary, the amount specified in paragraph 2 of Schedule 17;
- (c) unless the aggregate amount of all claims for which the respondent would otherwise be liable to the claimant exceeds:

- (i) in the case of a claim against the Depot Facility Owner the amount specified in paragraph 3 of Schedule 17; and
- (ii) in the case of a claim against the Beneficiary, the amount specified in paragraph 4 of Schedule 17;

in any Accounting Year, in which case the liability of the respondent to the claimant shall be limited to the amount of the excess over those amounts respectively;

- (d) arising from a single occurrence or circumstance (or connected series of occurrences or circumstances) to the extent that the amount of the relevant claim exceeds:

- (i) in the case of a claim against the Depot Facility Owner, the amount specified in paragraph 5 of Schedule 17; and
- (ii) in the case of a claim against the Beneficiary, the amount specified in paragraph 6 of Schedule 17,

provided that Clause 8.4.1(d) shall not apply to any liability in respect of physical damage to property;

- (e) in respect of any incidence of delay to a train operated by or on behalf of the Beneficiary, the Depot Facility Owner or any other User under a Depot Access Agreement,

provided that Clause 8.4.1 shall not apply to any liability in respect of death or injury to persons caused by negligence.

8.4.2 The Beneficiary shall not be liable under the indemnity specified in Clause 8.3.2:

- (a) in respect of any incidence of delay to a train operated by or on behalf of a Relevant Operator; or

- (b) for any liquidated damages which the Depot Facility Owner shall have been required to pay any other User under a Depot Access Agreement.

8.4.3 The Depot Facility Owner shall not be liable under the indemnity specified in Clause 8.3.1:

- (a) in respect of any incidence of delay to any train operated by or on behalf of the Beneficiary; or
- (b) for any liquidated damages which the Beneficiary shall have been required to pay to the Depot Facility Owner.

8.4.4 Without prejudice to the provisions of Clauses 8.1 and 8.2, neither party to this Agreement shall be liable to the other, under the indemnities specified in Clause 8.3, for any loss of revenue suffered by the other (including fare revenue, subsidy, access charge revenue and incentive payments).

8.4.5 The remedies provided for in this Agreement and, to the extent applicable, the HS1 Access Dispute Resolution Rules shall be the sole remedies available to the parties in respect of any matters for which such remedies would, but for the limitations in Clauses 8.4.1, 8.4.2, 8.4.3 and 8.4.4, and Schedule 17 (Remedies), be available.

8.5 **Replacement or repair of parts**

Without prejudice to Clauses 8.1 to 8.4, if the Beneficiary requests the Depot Facility Owner to replace or repair any parts in relation to which the Depot Facility Owner shall be in breach of any of its obligations under or arising pursuant to Conditions N1.2, N1.3 and N1.4, the Depot Facility Owner shall comply with such request within 5 Business Days of receipt of such request except where, and to the extent that, the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that it should not do so.

9 **WHOLE AGREEMENT, AMENDMENT AND ASSIGNMENT**

9.1 **Whole agreement**

This Agreement contains the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes all prior agreements and arrangements. This Clause 9.1 shall not have the effect of excluding any term implied by law.

9.2 **Amendment**

9.2.1 No amendment of any provision of this Agreement shall be effective unless:

(a) such amendment is in writing and signed and dated by, or on behalf of, the parties; and

(b) if it is an amendment which requires the Office of Rail and Road's approval under section 22 of the Act, the amendment has been approved by the Office of Rail and Road.

9.2.2 Clause 9.2.1(b) does not apply to an amendment made by virtue of a general approval issued by the Office of Rail and Road under section 22 of the Act.

9.2.3 A copy of any amendment to this Agreement shall be sent to the Office of Rail and Road within 14 days of such amendment being made.

9.3 **Assignment**

Subject to Clause 9.4, this Agreement shall be binding on and enure to the benefit of the parties and their successors and permitted assignees but neither party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other party and the Office of Rail and Road.

9.4 **Not used**

9.5 **Sub-contracting**

Either party may subcontract the performance of any of its obligations under this Agreement without thereby relieving it of any such obligations to the other party.

9.6 **Ceasing to be a facility owner**

9.6.1 In this Clause 9.6 "a relevant disposal" means the disposal or the creation of any estate, interest, right or title in or to the Depot which, whether or not with

the passage of time or the giving of notice, may result in another person becoming the facility owner in respect of the Depot but does not include the creation of Security over the Depot.

9.6.2 The Depot Facility Owner shall not make a relevant disposal otherwise than to a person holding a light maintenance depot licence in respect of the Depot who prior to the making of the relevant disposal has taken a novation of this Agreement on terms approved by the Office of Rail and Road.

9.6.3 The Depot Facility Owner shall not create or permit to subsist Security over the Depot otherwise than on terms approved by the Office of Rail and Road.

9.6.4 A relevant disposal shall not release the Depot Facility Owner from any accrued but unperformed obligation, the consequences of any breach of this Agreement or any liability in respect of any act or omission under or in relation to this Agreement arising prior to the date of that relevant disposal.

10 **DEPOT WORK PLAN**

The Depot Facility Owner represents, warrants and undertakes that the copy of the Depot Work Plan entered in the Depot Register is true and accurate in all material respects and has not been superseded.

11 **NOTICES AND COMMUNICATIONS**

11.1 Any notice or other communication, with the exception of Operating Notices, under or in connection with this Agreement shall be in writing and shall be delivered by hand or recorded delivery or sent by pre-paid first class post or by email to the party on whom the notice is to be served at the relevant address for service set out in paragraph 1 of Schedule 2, or to such other address in the United Kingdom as that party may specify by notice to the other party to this Agreement.

11.2 Any Operating Notice shall be in writing and given to the person set out in paragraph 2 of Schedule 2, or to such other person in the United Kingdom as that party may specify by notice to the other party to this Agreement in accordance with the relevant provision of this Agreement or the Depot Access Conditions and shall be deemed to have been received by the party to whom it

is addressed on the day following the day of transmission, provided that the sender obtains, and if required to do so by the person to whom the notice is alleged to have been sent produces sufficient evidence of transmission.

11.3 Any notice or other communication made in accordance with this Clause 11 shall be, or shall be deemed to have been, received by the party to whom it is addressed if sent by hand or recorded delivery when so delivered or in the case of pre-paid first class post, 2 days after posting or if sent by email, at the time of transmission of an automatic email confirming receipt of the original email notice or other communication. Each party shall ensure that each of its respective email addresses for the service of notices referred to in this clause 11 shall be set up so that they automatically send an email confirmation on receipt of email notices or other communications.

11.4 If deemed receipt under Clause 11.3 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Clause 11.4, business hours mean 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12 **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

12.1 **Governing law**

This Agreement shall be governed by and construed in accordance with English law.

12.2 **Jurisdiction**

Subject to the Depot Access Conditions, the parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with, this Agreement.

13 **RIGHTS OF THIRD PARTIES**

13.1 **Application to Third Parties**

Except as provided in this Clause 13 or as expressly provided elsewhere in this Agreement, no person who is not a party to this Agreement shall have any right (whether by virtue of any enactment that is part of the applicable law of

this Agreement or otherwise) to enforce any term of this Agreement.

13.2 **Application to the Office of Rail and Road**

The Office of Rail and Road shall have the right (whether by virtue of any enactment that is part of the applicable law of this Agreement or otherwise) to directly enforce such rights as have been granted to them under this contract.

IN WITNESS whereof this Agreement has been signed by or on behalf of the parties.

SCHEDULE 1
CONTRACT PARTICULARS

1. **Depot Facility Owner:**

Name: Eurostar International Limited (Company Number 02462001)

Registered office: 6th Floor, Kings Place, 90 York Road, London, N1 9AG

2. **Beneficiary:**

Name: VTE OpCo Limited (Company Number 15124108)

Registered office: Whitfield Studios, 50A Charlotte Street, London, W1T 2NS

3. **Long-stop Date:**

31 March 2031

4. **Depot:**

The light maintenance depot known as Temple Mills International Depot as more particularly described in the Depot Access Conditions with ORR reference **DSA/34/01/26/01**.

5. **Not used**

6. **Track Access Agreement:**

Access contract between HS1 Limited and the Beneficiary providing permission for the Beneficiary to use track in order to operate trains to and from the entrance to the Depot.

SCHEDULE 2 NOTICES

1. Formal Notices

Address for service on the Depot Facility Owner:
(Attention: General Secretary)

Eurostar International Limited
6th Floor
90 York Way
London
N1 9AG

Email: [REDACTED]
with a copy to [REDACTED]

Address for service on the Beneficiary:
Attention: The Directors

Whitfield Studios
50A Charlotte Street
London
W1T 2NS

2. Operating Notices

Details for Service on the Depot Facility Owner:

Relevant Employee: The Depot Manager

Contact Details:

Temple Mills International Depot
Orient Way
London E10 5YA

Email: Such email address as the Depot Facility Owner shall notify to the Beneficiary in writing from time to time.

Details for Service on the Beneficiary:

Relevant Employee: The Directors

Contact Details:

Whitfield Studios
50A Charlotte Street
London
W1T 2NS

Email: Such email address as the Beneficiary shall notify to the Depot Facility Owner in writing from time to time.

**SCHEDULE 3
FLEET VEHICLES**

Type of Railway Vehicle	Running Maintenance Programme (as defined in Schedule 5)
Any Alstom AS300 Avelia Stream Fleet Vehicle (it being acknowledged that an Alstom AS300 Avelia Stream train comprises seven (7) Fleet Vehicles)	Not applicable

SCHEDULE 4

APPLICABLE SYSTEMS INTERFACES

The Beneficiary's Fleet Vehicles will be required to be compliant with applicable Technical Specifications for Interoperability (TSI) and National Technical Specification Notice (NTSN) standards. This compliance is expected to cover the majority of EIL system interface requirements.

The following key interfaces fall outside of TSI and NTSN compliance and are therefore specifically required:

System: Depot Protection System

Interface: Issue of staff road keys

Conditions: Subject to EIL training, authorisation, and full compliance with site procedures

System: OLE Interlocking Isolation System

Interface: Rolling stock interlocking keys in accordance with EIL processes

Conditions: VTE trainsets must be equipped with compatible interlocking keys and sequencing arrangements. Subject to EIL training, authorisation, and full compliance with site procedures

System: Bogie Drop Tugs / Class 08 Locomotive

Interface: Type 10 automatic coupler

Conditions: VTE trainsets must be compatible with a Type 10 automatic coupler

System: Bogie Drop Tugs / Class 08 Locomotive

Interface: Brake pipe-controlled haulage system

Conditions: VTE trainsets must be fitted with a brake pipe-controlled haulage system

System: Electromagnetic Compatibility

Interface: Protective earthing arrangements and traction return systems

Conditions: VTE trainsets must be compliant with EIL and all applicable standards.

System: Depot Signalling / Movement Control

Interface: Authorisation for train movements within depot limits

Conditions: All movements to be undertaken in accordance with EIL operating procedures and under the direction of authorised EIL personnel

System: Depot Communications Systems

Interface: Operational communication between traincrew and depot staff

Conditions: All communications to be undertaken in accordance with EIL protocols and approved communication systems

System: Depot Access Control

Interface: Staff access and authorisation to enter and work within the depot

Conditions: Subject to EIL competency requirements, site induction, and access approval processes. All additional requirements in line DFT regulations.

System: Emergency Response Arrangements

Interface: Coordination and response during incidents and emergencies

Conditions: VTE personnel must comply with EIL emergency procedures and instructions at all times

General Condition:

The Depot Facility Owner reserves the right to define additional interface requirements where reasonably necessary to ensure the safe, compliant, and efficient operation of the depot, provided that where such additional requirements are proposed by the Depot Facility Owner, it shall:

- a. at least eight (8) weeks in advance of such requirements taking effect, notify the Beneficiary of such proposed changes; and
- b. where the Beneficiary provides comments within four (4) weeks of the notification referred to in paragraph (a), have regard to any reasonable comments provided by the Beneficiary.

**SCHEDULE 5
FLEET MAINTENANCE
NOT USED.**

SCHEDULE 6
FUELLING AND FUEL POINT EXAMS
NOT USED.

SCHEDULE 7 EXTERIOR CLEANING

1. Definitions

In this Schedule:

"Appendix" means an appendix to this Schedule;

"Machine Washing" means the cleaning of the exterior of a Fleet Vehicle by the passage of that Fleet Vehicle through a fully operational mechanised washing plant operated, stocked and maintained in accordance with methods and practices customarily used in good and prudent railway practice (including, where applicable, Railway Group Standards);

"Train Presentation Specification" means the specification referred to in Appendix 4;

"Washing" means Machine Washing; and

"Washing Specification" means the specification referred to in Appendix 3.

2. Provision of Machine Washing

- 2.1 The Depot Facility Owner shall provide the Beneficiary with Machine Washing up to the Minimum Level of Services as specified in paragraph 1 of Appendix 1.
- 2.2 The Depot Facility Owner shall provide the Beneficiary with additional Machine Washing up to the Maximum Level of Services as specified in paragraph 2 of Appendix 1 for such of the Fleet Vehicles as the Beneficiary may request except where, and to the extent that, the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that the work should not be carried out.
- 2.3 If the Beneficiary does not receive or anticipates that it will not require to receive the whole of the Washing specified in paragraph 1 of Appendix 1 to be provided in an Accounting Period, the Beneficiary may request that the unperformed

Washing from that Accounting Period be carried forward to the next Accounting Period whereupon, in that Accounting Period, the Depot Facility Owner shall provide the Beneficiary with additional Washing of an amount equal to the unperformed Washing carried forward except where, and to the extent that:

2.3.1 the unperformed Washing carried forward exceeds 5% by value of the Washing specified in paragraph 1 of Appendix 1 to be provided in the Accounting Period from which that Washing is carried forward; or

2.3.2 the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that the work should not be carried out.

3. **Depot Facility Owner's Obligations**

3.1 On receipt of a request for Machine Washing in excess of the Minimum Level of Services, the Depot Facility Owner shall as soon as reasonably practicable notify the Beneficiary of a date and time for the completion of such Machine Washing. The Depot Facility Owner shall use all reasonable endeavours to provide the Machine Washing in question at a time which is reasonably convenient for the Beneficiary, except where, and to the extent that, the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that the work should not be carried out.

3.2 Not used.

3.3 The Depot Facility Owner, having carried out Washing, shall present trains for service in compliance with the Train Presentation Specification.

4. **Warranty**

4.1 The Depot Facility Owner warrants that it shall carry out Washing in accordance with the Washing Specification.

4.2 Notwithstanding the provisions of Clause 8, the Depot Facility Owner shall not be liable for any failure to clean the exterior of a Fleet Vehicle which arrives at the Depot in a condition such that it cannot be cleaned by Washing.

5. **Charging**

5.1 The Beneficiary shall pay to the Depot Facility Owner:

5.1.1 the charges set out in paragraph 1 of Appendix 2 in respect of Machine Washing up to the Minimum Level of Services; and

5.1.2 the charges set out in paragraph 2 of Appendix 2 in respect of Machine Washing comprised in the Variable Level of Services.

APPENDIX 1 TO SCHEDULE 7
Exterior Cleaning

1. Minimum Level of Services

Number of Fleet Vehicles per day in the relevant Accounting Period:

Machine Washing

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Each day Monday to Friday	35	35	35	35	35	35	35	35	35	35	35	35	35
Saturday	35	35	35	35	35	35	35	35	35	35	35	35	35
Sunday	35	35	35	35	35	35	35	35	35	35	35	35	35

Diagram:

The following indicative diagram arrival times at the Depot:

Mondays to Sunday

Arrival at Depot
2047
2111
2147
2247
2311

The Parties acknowledge and agree that the diagram times specified in this Agreement are indicative only. At least six (6) months in advance of the Depot Access Start Date, the Beneficiary shall submit to the Depot Facility Owner proposed diagram times to apply from the Depot Access Start Date and the Parties shall endeavour to agree such times within 30 days of receipt of the Beneficiary’s proposal.

If the Parties fail to reach agreement by that date or if prior to that date both Parties agree that agreement is unlikely to be reached by that date:

- (a) either Party may notify the Office of Rail and Road; and
- (b) if the Office of Rail and Road elects to determine the matter, the Parties shall furnish the Office of Rail and Road with such information and evidence as the Office of Rail and Road shall require in order to determine the matter, such determination to be binding on the Parties.

If the Office of Rail and Road does not elect to determine the matter within 30 days of receipt by the Office of Rail and Road of notification in accordance with the above paragraph, either Party may refer the matter for resolution in accordance with the HS1 Access Dispute Resolution Rules.

An amendment to the diagram times specified in this Appendix 1 shall take effect only when it has been approved by the Office of Rail and Road under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with the paragraphs above other than a determination by the Office of Rail and Road pursuant to the above paragraph), the Parties shall ensure that Office of Rail and Road is furnished with such amendment and such information and evidence as the Office of Rail and Road requires to decide whether or not to approve the amendment.

Any amendment to the diagram times specified in this Appendix 1 which is agreed by the Parties or determined by the relevant forum under the HS1 Access Dispute Resolution Rules, and which is approved by the Office of Rail and Road under section 22 of the Act shall apply with effect from the Depot Access Start Date.

Where the Office of Rail and Road determines the matter subject to above paragraph, it may issue a notice to the Parties setting out the amendments to be made to the diagram times specified in this Appendix 1 and the date from which they shall take effect.

The Minimum Level of Service for Washing set out in this Appendix 1 assumes that the Fleet Vehicles will be Washed on arrival at the Depot, before CET Servicing Services are provided pursuant to Schedule 19 and the Fleet Vehicles are then Stabled in accordance with Schedule 8 (Stabling) of this Agreement.

2. Maximum Level of Services

Number of Fleet Vehicles per day in the relevant Accounting Period:

Machine Washing

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Each day Monday to Friday	56	56	56	56	56	56	56	56	56	56	56	56	56
Saturday	56	56	56	56	56	56	56	56	56	56	56	56	56
Sunday	56	56	56	56	56	56	56	56	56	56	56	56	56

APPENDIX 2 TO SCHEDULE 7

Charges

The Charges set out in this Appendix 2 are 2025 prices and shall be reviewed in accordance with clause 7 prior to the Depot Access Start Date and thereafter in accordance with Condition F4 of the Depot Access Conditions.

1. **Machine Washing up to the Minimum Level of Services**
£ 21.57 per Fleet Vehicle
2. **Machine Washing comprised in the Variable Level of Services**
£ 21.57 per Fleet Vehicle

APPENDIX 3 TO SCHEDULE 7
Washing Specification

1. Machine Washing shall be provided to the same standard as the Depot Facility Owner's requirements in respect of the Depot Facility Owner's Own Services for its Class 374 Fleet Vehicles, as detailed in the Depot Facility Owner's Train Care Manual.
2. If the Beneficiary has any bespoke requirements in respect of its Fleet Vehicles, it shall notify the Depot Facility Owner at least twelve (12) months in advance of the Depot Access Start Date and the parties shall use reasonable endeavours to agree in writing any changes required to this Washing Specification.
3. The Beneficiary acknowledges and agrees that where any bespoke requirements agreed in accordance with paragraph 2 result in increased costs being incurred by the Depot Facility Owner to provide the Machine Washing that are directly attributable to the Beneficiary's bespoke requirements, the Depot Facility Owner shall be entitled to propose revised charges for the purposes of Appendix 2 to this Schedule 7.
4. If the Parties cannot agree the revised charges proposed pursuant to paragraph 3, the Parties acknowledge that the matter shall be determined pursuant to Condition F4.3 of the Depot Access Conditions.

APPENDIX 4 TO SCHEDULE 7
Train Presentation Specification

Not used.

SCHEDULE 8 STABLING

1. Definitions

In this Schedule:

"Appendix" means an appendix to this Schedule;

"Custody Period" means the period of time for which Fleet Vehicles are Stabled in accordance with this Schedule;

"Stabling" means the parking or laying up of Fleet Vehicles in accordance with paragraphs 3 to 6 of Appendix 1 between the time of delivery to the Depot as stated in the relevant Diagram and the time of collection from the Depot as stated in the relevant Diagram (other than as required in connection with the provision of Beneficiary Depot Services in accordance with Schedules other than this Schedule), together with ancillary shunting and marshalling and "Stabled" shall be construed accordingly; and

"Train Presentation Specification" means the specification referred to in Appendix 3.

2. Provision of Stabling

- 2.1 Subject to paragraph 2A below, the Depot Facility Owner shall provide the Beneficiary with Stabling up to the Minimum Level of Services as specified in paragraph 1 of Appendix 1.
- 2.2 Subject to paragraph 2A below, the Depot Facility Owner shall provide the Beneficiary with additional Stabling up to the Maximum Level of Services as specified in paragraph 2 of Appendix 1 for such of the Fleet Vehicles as the Beneficiary may request except where, and to the extent that, the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that it should not do so.

2.3 If the Beneficiary does not receive or anticipates that it will not require to receive the whole of the Stabling specified in paragraph 2 of Appendix 1 to be provided in an Accounting Period, the Beneficiary may request that the unperformed Stabling from that Accounting Period be carried forward to the next Accounting Period whereupon, in that Accounting Period, the Depot Facility Owner shall provide the Beneficiary with additional Stabling of an amount equal to the unperformed Stabling carried forward except where, and to the extent that:

2.3.1 the unperformed Stabling carried forward exceeds 5% by value of the Stabling specified in paragraph 1 of Appendix 1 to be provided in the Accounting Period from which that Stabling is carried forward; or

2.3.2 the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that it should not do so.

2A. Depot Facility Owner stabling arrangements at St Pancras International

2A.1 Subject to paragraph 2A.5, the Depot Facility Owner's obligation to provide the Beneficiary with the Stabling service levels set out in this Schedule is contingent upon the Depot Facility Owner being:

(a) permitted to use three platforms at St Pancras International Station for overnight berthing to stable three of the Depot Facility Owner's train sets every night (each set being a maximum of twenty vehicle units in length) **“DFO STP Stabling Rights”**; and

(b) granted the necessary pathways on HS1 track infrastructure to facilitate the Depot Facility Owner's use of the overnight stabling rights described above whilst maintaining the Depot Facility Owner's schedule of maintenance and passenger services **“DFO STP Stabling Pathways”**.

2A.2 To the extent that:

(a) the DFO STP Stabling Rights and/or the DFO STP Stabling Pathways are withdrawn or reduced (on a temporary or permanent basis); and

(b) as a result, and subject to paragraph 2A.3, the Depot Facility Owner is unable to provide the Beneficiary with the Stabling requirements set out in this Schedule,

then:

- (i) the Depot Facility Owner's obligation to provide Stabling to the Beneficiary shall be reduced by such amount as the Depot Facility Owner reasonably requires to accommodate the Depot Facility Owner's units no longer able to benefit from the DFO STP Stabling Rights and/or the DFO STP Stabling Pathways; and
- (ii) the Beneficiary's obligation to pay Stabling Charges shall be adjusted proportionately, by reference to the proportionate reduction in stabled Fleet Vehicles.

2A.3 The Depot Facility Owner shall use all reasonable endeavours to:

- (a) mitigate the impact of the loss or reduction of DFO STP Stabling Rights and/or the DFO STP Stabling Pathways (on a temporary or permanent basis); and
- (b) reinstate any reduced Stabling services as soon as reasonably practicable following the reintroduction of DFO STP Stabling Rights and the associated DFO STP Stabling Pathways.

2A.4 The Depot Facility Owner shall use reasonable endeavours to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] the Depot Facility Owner acknowledges and agrees that:

- (a) the Stabling up to the Minimum Level of Services specified in paragraph 1 of Appendix 4; and
- (b) the additional Stabling up to the Maximum Level of Services as specified in paragraph 2 of Appendix 4,

is not contingent on the DFO STP Stabling Rights and the DFO STP Stabling Pathways and will be provided by the Depot Facility Owner in accordance with the terms set out in paragraph 2.

3. **Depot Facility Owner's Obligations**

- 3.1 The Depot Facility Owner shall inform the Beneficiary as soon as reasonably practicable of any loss of, damage to, or material deterioration in the condition of, the Fleet Vehicles of which it becomes aware during the Custody Period.
- 3.2 The Depot Facility Owner shall allow the Beneficiary's representatives reasonable access to the Depot at all reasonable times and upon reasonable prior notice in order to permit such representatives to review the condition of and, if appropriate, carry out any work on the Fleet Vehicles which the Beneficiary considers to be necessary or expedient provided that the Beneficiary's representatives shall not be entitled to carry out light maintenance services to the Fleet Vehicles whilst at the Depot.
- 3.3 The Depot Facility Owner, having carried out Stabling, shall present trains for service in compliance with the Train Presentation Specification.

4. **Beneficiary's Obligations**

- 4.1 Except to the extent that the Fleet Vehicles in question shall be awaiting the provision of Beneficiary Depot Services (other than Stabling) or awaiting collection following the provision of Beneficiary Depot Services (other than Stabling) the Beneficiary shall ensure that all Fleet Vehicles are in a safe condition and appropriately maintained during the Custody Period.
- 4.2 The Beneficiary shall ensure that nothing is stored on any Fleet Vehicle unless the Depot Facility Owner has given its prior consent in writing.
- 4.3 The Depot Facility Owner shall be entitled to refuse to take delivery of a Fleet Vehicle which does not comply with paragraphs 4.1 or 4.2.

5. **Movements of Fleet Vehicles within the Depot**

- 5.1 The Depot Facility Owner may, during the Custody Period, move Fleet Vehicles which are the subject of Stabling within the Depot, provided always that the relevant Fleet Vehicles shall be stored in accordance with paragraphs 3 to 6 of Appendix 1
- 5.2 The Depot Facility Owner may require the Beneficiary to provide a driver to move the Fleet Vehicles where these are Stabled in any part of the Depot. The Beneficiary shall move the Fleet Vehicles within 30 minutes of a request being made by the Depot Facility Owner.
- 5.3 If the Beneficiary fails to move the Fleet Vehicles within 30 minutes of a request being made from the Depot Facility Owner in accordance with paragraph 5.2, the Depot Facility Owner, upon informing the Beneficiary, shall be entitled to move such Fleet Vehicle to another part of the Depot and the movement of such Fleet Vehicle shall be at the risk of the Beneficiary except in the case of a negligent act or omission of the Depot Facility Owner or its Associates. The Beneficiary shall reimburse the Depot Facility Owner for all associated costs involved in complying with this paragraph 5.3, save to the extent that such costs are incurred as a result of a negligent act or omission of the Depot Facility Owner or its Associates.

6. Failure to Collect

6.1 If the Beneficiary fails to collect any Fleet Vehicle at the time appointed for such collection in the relevant Diagram, the Depot Facility Owner shall be entitled to charge for the Stabling of such Fleet Vehicle in accordance with the charges referred to in paragraph 7 until such time as the Fleet Vehicle is collected by the Beneficiary.

6.2 If the Beneficiary fails to collect any Fleet Vehicle for a period of 5 Business Days after the time appointed for such collection in the relevant Diagram, the Depot Facility Owner, upon informing the Beneficiary, shall be entitled to move such Fleet Vehicle:

6.2.1 to another part of the Depot; or

6.2.2 to premises of another responsible person, in which case the Beneficiary shall reimburse the Depot Facility Owner for all associated costs involved in such a move,

and in all such cases the Depot Facility Owner shall not be obliged to effect Stabling in accordance with paragraphs 3 to 6 of Appendix 1 and all movements of such Fleet Vehicle shall be at the risk of the Beneficiary except in the case of a negligent act or omission of the Depot Facility Owner or its Associates.

6.3 If the Depot Facility Owner has moved any Fleet Vehicles to different premises in accordance with paragraph 6.2, the Depot Facility Owner shall return the relevant Fleet Vehicles to the Depot for collection by the Beneficiary within a reasonable period of receiving notice from the Beneficiary requesting such return.

6.4 The Beneficiary shall reimburse the Depot Facility Owner for all associated costs involved in complying with paragraphs 6.2 and 6.3.

7. Charges

7.1 The Beneficiary shall pay to the Depot Facility Owner the charges set out in paragraphs 2 and 3 of Appendix 2 in respect of Stabling.

APPENDIX 1 TO SCHEDULE 8

Stabling Specification

1. Minimum Level of Services

Number of Fleet Vehicles per day in the relevant Accounting Period:

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Monday to Friday overnight	49	49	49	49	49	49	49	49	49	49	49	49	49
Monday to Friday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
Saturday overnight	49	49	49	49	49	49	49	49	49	49	49	49	49
Saturday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
Sunday overnight	49	49	49	49	49	49	49	49	49	49	49	49	49
Sunday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14

Diagram:

The following Diagrams:

Arrival at Depot	Departure From Depot
2047	0516
2111	0549
2147	0616
2247	0649
2311	0716

The Parties acknowledge and agree that the diagram times specified in this Agreement are indicative only. At least six (6) months in advance of the Depot Access Start Date, the Beneficiary shall submit to the Depot Facility Owner proposed diagram times to apply from the Depot Access Start Date and the Parties shall endeavour to agree such times within 30 days of receipt of the Beneficiary's proposal.

If the Parties fail to reach agreement by that date or if prior to that date both Parties agree that agreement is unlikely to be reached by that date:

(a) either Party may notify the Office of Rail and Road; and

- (b) if the Office of Rail and Road elects to determine the matter, the Parties shall furnish the Office of Rail and Road with such information and evidence as the Office of Rail and Road shall require in order to determine the matter, such determination to be binding on the Parties.

If the Office of Rail and Road does not elect to determine the matter within 30 days of receipt by the Office of Rail and Road of notification in accordance with the above paragraph, either Party may refer the matter for resolution in accordance with the HS1 Access Dispute Resolution Rules.

An amendment to the diagram times specified in this Appendix 1 shall take effect only when it has been approved by the Office of Rail and Road under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with the paragraphs above other than a determination by the Office of Rail and Road pursuant to the above paragraph), the Parties shall ensure that Office of Rail and Road is furnished with such amendment and such information and evidence as the Office of Rail and Road requires to decide whether or not to approve the amendment.

Any amendment to the diagram times specified in this Appendix 1 which is agreed by the Parties or determined by the relevant forum under the HS1 Access Dispute Resolution Rules, and which is approved by the Office of Rail and Road under section 22 of the Act shall apply with effect from the Depot Access Start Date.

Where the Office of Rail and Road determines the matter subject to above paragraph, it may issue a notice to the Parties setting out the amendments to be made to the diagram times specified in this Appendix 1 and the date from which they shall take effect.

Note: two sets remain on Depot undergoing maintenance exams

2. Maximum Level of Services

Number of Fleet Vehicles per day in the relevant Accounting Period:

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Monday to Friday overnight	63	63	63	63	63	63	63	63	63	63	63	63	63
Monday to Friday daytime	35	35	35	35	35	35	35	35	35	35	35	35	35
Saturday overnight	63	63	63	63	63	63	63	63	63	63	63	63	63
Saturday daytime	35	35	35	35	35	35	35	35	35	35	35	35	35
Sunday overnight	63	63	63	63	63	63	63	63	63	63	63	63	63
Sunday daytime	35	35	35	35	35	35	35	35	35	35	35	35	35

3. Covered Accommodation

Number of Fleet Vehicles per day in the relevant Accounting Period:

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Sunday to Thursday overnight	14	14	14	14	14	14	14	14	14	14	14	14	14
Sunday to Thursday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
Friday and Saturday overnight	21	21	21	21	21	21	21	21	21	21	21	21	21
Friday and Saturday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14

The Beneficiary acknowledges that the Depot Facility Owner may at any time Stable two (2) train sets (comprising seven (7) Fleet Vehicles) on the same road within the main shed.

4. Road Access

The Depot can be accessed by road between 07:00 and 00:00. Where the Beneficiary wishes to make deliveries by road between 07:00 and 09:00 or between 17:00 and 00:00, it shall: (a) provide the Depot Facility Owner with at least 24 hours' notice (unless otherwise agreed between the Parties); and (b) make such arrangements as the Depot Facility Owner may reasonably require to ensure that the deliveries are made safely, such as ensuring that appropriate staffing, access, lighting and supervision arrangements are in place.

5. Traction Current

Yes. If yes, type:

25kV AC, 1.5kV DC and 3kV DC connections where Fleet Vehicles are Stabled on road 8 in the maintenance shed. Otherwise, 25kV AC only.

6. **Security arrangements required by the Beneficiary**

No requirements additional to existing arrangements at the Depot.

APPENDIX 2 TO SCHEDULE 8

Charges

The Charges for Stabling set out in this Appendix 2 are 2025 prices and shall be reviewed in accordance with Clause 7 prior to the Depot Access Start Date and thereafter in accordance with Condition F4 of the Depot Access Conditions.

1. Definitions

For the purposes of this Appendix 2:

“Extension Works” means, in relation to the Stabling Road number 8, extension of the pit & roof level gantry by 7 metres towards the main shed doors into the concrete apron;

“Final Completion” has the meaning given to that term in the Mobilisation Agreement; and

“Stabling Road” means any stabling road within the Depot that is made available to the Beneficiary for the stabling of its Fleet Vehicles, whether:

- (a) located inside or outside the maintenance shed;
- (b) constructed before or after any extension or modification of the Depot; and
- (c) occupied by one or more trainsets, comprised of up to seven (7) Fleet Vehicles.

2. Stabling Charge

Prior to Final Completion of the Extension Works the charge for Stabling shall be:

- £104.32 per hour (or part thereof) exclusive of insurance costs, for each Stabling Road occupied by the Beneficiary. Where two or more trainsets occupy the same Stabling Road simultaneously, only one Stabling Charge shall be payable in respect of that Stabling Road for the relevant period.

Upon Final Completion of the Extension Works the charge for Stabling shall be:

- £116.85 per hour (or part thereof) exclusive of insurance costs, for each Stabling Road occupied by the Beneficiary. Where two or more trainsets occupy the same Stabling Road simultaneously, only one Stabling Charge shall be payable in respect of that Stabling Road for the relevant period.

3. Entry and Exit Charge

A single charge of £43 per Fleet Vehicle shall be payable in respect of each Fleet Vehicle entering the Depot and subsequently exiting the Depot.

For the avoidance of doubt:

- the charge of £43 is a combined charge covering both the entry of the Fleet Vehicle into the Depot and the corresponding exit of that Fleet Vehicle from the Depot;
- no separate charge shall be payable in respect of an entry movement or an exit movement considered in isolation; and
- only one Entry and Exit Charge shall arise in respect of each entry to, and subsequent exit from, the Depot.

APPENDIX 3 TO SCHEDULE 8
Train Presentation Specification

Not used.

APPENDIX 4 TO SCHEDULE 8

Stabling Specification not contingent on the DFO STP Stabling Rights and the DFO STP Stabling Pathways

1. Minimum Level of Services

Number of Fleet Vehicles per day in the relevant Accounting Period:

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Monday to Friday overnight	28	28	28	28	28	28	28	28	28	28	28	28	28
Monday to Friday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
Saturday overnight	28	28	28	28	28	28	28	28	28	28	28	28	28
Saturday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
Sunday overnight	28	28	28	28	28	28	28	28	28	28	28	28	28
Sunday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14

2. Maximum Level of Services

Number of Fleet Vehicles per day in the relevant Accounting Period:

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Monday to Friday overnight	28	28	28	28	28	28	28	28	28	28	28	28	28
Monday to Friday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
Saturday overnight	28	28	28	28	28	28	28	28	28	28	28	28	28
Saturday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
Sunday overnight	28	28	28	28	28	28	28	28	28	28	28	28	28
Sunday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14

3. Covered Accommodation

Number of Fleet Vehicles per day in the relevant Accounting Period:

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Sunday to Thursday overnight	14	14	14	14	14	14	14	14	14	14	14	14	14
Sunday to Thursday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
Friday and Saturday overnight	21	21	21	21	21	21	21	21	21	21	21	21	21

Friday and Saturday daytime	14	14	14	14	14	14	14	14	14	14	14	14	14
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The Beneficiary acknowledges that the Depot Facility Owner may at any time Stable two (2) train sets (comprising seven (7) Fleet Vehicles) on the same road within the main shed.

SCHEDULE 9

WHEEL RE-PROFILING

1. Definitions

In this Schedule:

"Appendix" means an appendix to this Schedule;

"Train Presentation Specification" means the specification referred to in Appendix 3;

"UAT" means ultra-sonic axle testing; and

"Wheel Re-Profiling" means the re-profiling of the wheels of Fleet Vehicles by the operation of either a ground wheel lathe or a centre wheel lathe;

2. Wheel Re-Profiling and UAT

- 2.1 The Depot Facility Owner shall provide the Beneficiary with Wheel Re-Profiling for the Fleet Vehicles during one 24 hour period in three of every four weeks and at such additional times as the Beneficiary may request except where, and to the extent that, the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that the work should not be carried out.
- 2.2 The Depot Facility Owner shall provide the Beneficiary with UAT for such of the Fleet Vehicles and at such times as the Beneficiary may request except where, and to the extent that, the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that the work should not be carried out.
- 2.3 The Depot Facility Owner shall, upon prior request from the Beneficiary, notify the Beneficiary in writing of the dimensions of the wheels which shall have been subject to Wheel Re-Profiling within 3 Business Days of the Wheel Re-Profiling in question having been carried out.

3. Depot Facility Owner Obligations

3.1 Not used

3.2 The Depot Facility Owner, having carried out UAT or Wheel Re-Profiling shall present trains for service in compliance with the Train Presentation Specification.

4. **Warranty**

4.1 The Depot Facility Owner warrants that all Wheel Re-Profiling carried out in accordance with this Schedule shall have been carried out in accordance with the relevant Railway Group Standard.

4.2 The Depot Facility Owner warrants that all UAT carried out in accordance with the Schedule shall have been carried out in accordance with appropriate industry standards.

5. **Charging**

The Beneficiary shall pay to the Depot Facility Owner:

5.1 the charges set out in paragraph 1 of Appendix 1 in respect of Wheel Re-Profiling;

5.2 the charges set out in paragraph 2 of Appendix 1 in respect of UAT; and

5.3 not used.

APPENDIX 1 TO SCHEDULE 9

Charges

The Charges set out in this Appendix 1 are 2025 prices and shall be reviewed in accordance with clause 7 prior to the Depot Access Start Date and thereafter in accordance with Condition F4 of the Depot Access Conditions.

1. **Wheel Re-Profiling**
£ 525 per axle.
2. **UAT**
£ 327 per axle.
3. **Wheel Repairs**
Not used

APPENDIX 2 TO SCHEDULE 9
Authority

1. **Limit of Authority**
Not applicable.

APPENDIX 3 TO SCHEDULE 9
Train Presentation Specification

Not used.

**SCHEDULE 10
INTERIOR CLEANING
NOT USED.**

**SCHEDULE 11
OFF-DEPOT SERVICES
NOT USED.**

**SCHEDULE 12
DEPOT ACCESS
NOT USED.**

SCHEDULE 13

BENEFICIARY MINUTES DELAY

Part A Allowable Beneficiary Minutes Delay

56 minutes per Accounting Period

Part B Beneficiary Minutes Delay Cap

15 minutes in respect of any Beneficiary Minutes Delay

Part C Beneficiary Minutes Delay Threshold

3 minutes in respect of any Beneficiary Minutes Delay

Part D Rates of payment

£3 per minute

Part E Annual cap

Notwithstanding any other provision of this Agreement, the Beneficiary's liability in respect of Beneficiary Minutes Delay shall not exceed £450,000 in aggregate in each Accounting Year.

Part F Calibration

1. The Parties acknowledge and agree that the figures set out in this Schedule 13 are intended to establish a regime that incentivises the Beneficiary to minimise delays by providing for a reasonable level of compensation to be payable to the Depot Facility Owner for the consequences of delay caused by a breach by the Beneficiary of its obligations under this Agreement excluding delay caused by an event of Force Majeure (the "**Beneficiary Minutes Delay Objective**").
2. Each Party may by notice to the other Party, such notice to be served on or before the date that falls six (6) months after the Depot Access Start Date,

propose changes to the figures set out in Parts A to E (inclusive) of this Schedule 13, such changes to take effect from the Depot Access Start Date.

3. Where a Party proposes a change in accordance with paragraph 2 such proposal shall be accompanied by information supporting the change proposed and setting out the reasons why the change is necessary in order to achieve the Beneficiary Minutes Delay Objective.
4. Following receipt of a notice in accordance with paragraph 2, the Parties shall endeavour to agree, having due regard to the Beneficiary Minutes Delay Objective, whether the figures set out in Parts A to E (inclusive) of this Schedule 13 should be amended and, if so, the relevant amendments.
5. If the Parties fail to reach agreement within 30 days of service of a notice under paragraph 2, or if prior to that date both Parties agree that agreement is unlikely to be reached within that period:
 - a. either Party may notify the Office of Rail and Road; and
 - b. if the Office of Rail and Road elects to determine the matter, the Parties shall furnish the Office of Rail and Road with such information and evidence as the Office of Rail and Road shall require in order to determine the matter, such determination to be binding on the Parties.
6. If the Office of Rail and Road does not elect to determine the matter within 30 days of receipt by the Office of Rail and Road of notification in accordance with paragraph 5(a), either Party may refer the matter for resolution in accordance with the HS1 Access Dispute Resolution Rules and the parties shall agree in a Procedure Agreement (such term to have the same meaning as in the HS1 Access Dispute Resolution Rules) that:
 - a. the relevant forum to which the dispute is allocated under the HS1 Access Dispute Resolution Rules shall have regard to the Beneficiary Minutes Delay Objective; and
 - b. such forum will set out its reasoning in any determination.
7. An amendment to this Schedule 13 shall take effect only when it has been approved by the Office of Rail and Road under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this Part E (other than a

determination by the Office of Rail and Road pursuant to paragraph 5(b), the Parties shall ensure that Office of Rail and Road is furnished with such amendment and such information and evidence as the Office of Rail and Road requires to decide whether or not to approve the amendment.

8. Any agreed amendment to this Schedule 13 in connection with a proposal referred to in this Part E which is agreed by the Parties or determined by the relevant forum under the HS1 Access Dispute Resolution Rules, and which is approved by the Office of Rail and Road under section 22 of the Act shall apply with effect from the Depot Access Start Date.
9. Where the Office of Rail and Road determines the matter subject to paragraph 5(b), it may issue a notice to the Parties setting out the amendments to be made to this Schedule 13 and the date from which they shall take effect.

SCHEDULE 14

DFO MINUTES DELAY

Part A Allowable DFO Minutes Delay

56 minutes per Accounting Period

Part B DFO Minutes Delay Cap

15 minutes in respect of any DFO Minutes Delay

Part C DFO Minutes Delay Threshold

3 minutes in respect of any DFO Minutes Delay

Part D Rates of payment

£3 per minute

Part E Annual cap

Notwithstanding any other provision of this Agreement, the Depot Facility Owner's liability in respect of DFO Minutes Delay shall not exceed £450,000 in aggregate in each Accounting Year.

Part F Calibration

1. The Parties acknowledge and agree that the figures set out in this Schedule 14 are intended to establish a regime that incentivises the Depot Facility Owner to minimise delays by providing for a reasonable level of compensation to be payable to the Beneficiary for the consequences of delay excluding delay caused by a breach by the Beneficiary or any of its Affiliates of any contractual obligations owed to the Depot Facility Owner or an event of Force Majeure (the **"DFO Minutes Delay Objective"**).
2. Each Party may by notice to the other Party, such notice to be served on or before the date that falls six (6) months after the Depot Access Start Date,

propose changes to the figures set out in Parts A to E (inclusive) of this Schedule 14, such changes to take effect from the Depot Access Start Date.

3. Where a Party proposes a change in accordance with paragraph 2 such proposal shall be accompanied by information supporting the change proposed and setting out the reasons why the change is necessary in order to achieve the DFO Minutes Delay Objective.
4. Following receipt of a notice in accordance with paragraph 2, the Parties shall endeavour to agree, having due regard to the DFO Minutes Delay Objective, whether the figures set out in Parts A to E (inclusive) of this Schedule 14 should be amended and, if so, the relevant amendments.
5. If the Parties fail to reach agreement within 30 days of service of a notice under paragraph 2, or if prior to that date both Parties agree that agreement is unlikely to be reached within that period:
 - a. either Party may notify the Office of Rail and Road; and
 - b. if the Office of Rail and Road elects to determine the matter, the Parties shall furnish the Office of Rail and Road with such information and evidence as the Office of Rail and Road shall require in order to determine the matter, such determination to be binding on the Parties.
6. If the Office of Rail and Road does not elect to determine the matter within 30 days of receipt by the Office of Rail and Road of notification in accordance with paragraph 5(a), either Party may refer the matter for resolution in accordance with the HS1 Access Dispute Resolution Rules and the parties shall agree in a Procedure Agreement (such term to have the same meaning as in the HS1 Access Dispute Resolution Rules) that:
 - a. the relevant forum to which the dispute is allocated under the HS1 Access Dispute Resolution Rules shall have regard to the DFO Minutes Delay Objective; and
 - b. such forum will set out its reasoning in any determination.
7. An amendment to this Schedule 14 shall take effect only when it has been approved by the Office of Rail and Road under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this Part E (other than a

determination by the Office of Rail and Road pursuant to paragraph 5(b), the Parties shall ensure that Office of Rail and Road is furnished with such amendment and such information and evidence as the Office of Rail and Road requires to decide whether or not to approve the amendment.

8. Any agreed amendment to this Schedule 14 in connection with a proposal referred to in this Part E which is agreed by the Parties or determined by the relevant forum under the HS1 Access Dispute Resolution Rules, and which is approved by the Office of Rail and Road under section 22 of the Act shall apply with effect from the Depot Access Start Date.
9. Where the Office of Rail and Road determines the matter subject to paragraph 5(b), it may issue a notice to the Parties setting out the amendments to be made to this Schedule 14 and the date from which they shall take effect.

SCHEDULE 15
PERFORMANCE RELATED PAYMENTS
BY BENEFICIARY

Not used

SCHEDULE 16
PERFORMANCE RELATED PAYMENTS BY
DEPOT FACILITY OWNER

Not used

SCHEDULE 17

REMEDIES

- (1) The amount referred to in Clause 8.4.1(b)(i) is £15,000.
- (2) The amount referred to in Clause 8.4.1(b)(ii) is £15,000.
- (3) The amount referred to in Clause 8.4.1(c)(i) is £15,000.
- (4) The amount referred to in Clause 8.4.1(c)(ii) is £15,000.
- (5) The amount referred to in Clause 8.4.1(d)(i) is £75,000.
- (6) The amount referred to in Clause 8.4.1(d)(ii) is £75,000.

Notwithstanding any other provision of this Agreement, neither party's liability, in respect of any breach of this Agreement, under the indemnities specified in Clause 8.3, shall exceed £250,000 in aggregate in each Accounting Year, provided that this limit on liability shall not apply in respect of: (a) any physical damage to property; or (b) death or injury to persons caused by negligence.

SCHEDULE 18
NOTIFIABLE CONDITION
NOT USED.

SCHEDULE 19

CONTROLLED EMISSION TOILET (CET) SERVICING

1. Definitions

In this Schedule:

"Appendix" means an appendix to this Schedule;

"CET" means controlled emission toilet;

"CET Servicing" means in respect of a Fleet Vehicle the emptying of CET tanks, the back-flushing of the CET tanks with water and the refilling of on-board water tanks

"CET Servicing Specification" means the specification referred to in Appendix 3.

2. Provision of CET Servicing

2.1 The Depot Facility Owner shall provide the Beneficiary with CET Servicing up to the Minimum Level of Services as specified in paragraph 1 of Appendix 1.

2.2 The Depot Facility Owner shall provide the Beneficiary with additional CET Servicing up to the Maximum Level of Services as specified in paragraph 2 of Appendix 1 for such of the Fleet Vehicles as the Beneficiary may request except where, and to the extent that, the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that the work should not be carried out.

2.3 If the Beneficiary does not receive or anticipates that it will not require to receive the whole of the CET Servicing specified in paragraph 1 of Appendix 1 to be provided in an Accounting Period, the Beneficiary may request that the unperformed CET Servicing from that Accounting Period be carried forward to the next Accounting Period whereupon, in that Accounting Period, the Depot Facility Owner shall provide the Beneficiary with additional CET Servicing of an amount equal to the unperformed CET Servicing carried forward except where, and to the extent that:

2.3.1 the unperformed CET Servicing carried forward exceeds 5% by value of the CET Servicing specified in paragraph 1 of Appendix 1 to be provided

in the Accounting Period from which that CET Servicing is carried forward; or

2.3.2 the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that the work should not be carried out.

3. **Depot Facility Owner's Obligations**

3.1 On receipt of a request for CET Servicing in excess of the Minimum Level of Services, the Depot Facility Owner shall as soon as reasonably practicable notify the Beneficiary of a date and time for the completion of such CET Servicing. The Depot Facility Owner shall use all reasonable endeavours to provide the CET Servicing in question at a time which is reasonably convenient for the Beneficiary, except where, and to the extent that, the Depot Facility Owner shall, having due regard to the Decision Criteria, determine that the work should not be carried out.

4. **Warranty**

4.1 The Depot Facility Owner warrants that it shall carry out the CET Servicing in accordance with the CET Servicing Specification.

5. **Charging**

5.1 The Beneficiary shall pay to the Depot Facility Owner:

5.1.1 the charges set out in paragraph 1 of Appendix 2 in respect of CET Servicing up to the Minimum Level of Services; and

5.1.2 the charges set out in paragraph 2 of Appendix 2 in respect of CET Servicing comprised in the Variable Level of Services.

APPENDIX 1 TO SCHEDULE 19
CET Servicing

1. Minimum Level of Services

Number of Fleet Vehicles per day in the relevant Accounting Period:

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Each day Monday to Friday	35	35	35	35	35	35	35	35	35	35	35	35	35
Saturday	35	35	35	35	35	35	35	35	35	35	35	35	35
Sunday	35	35	35	35	35	35	35	35	35	35	35	35	35

Diagram:
The following indicative diagram arrival times at the Depot:

Mondays to Sunday

Arrival at Depot
2047
2111
2147
2247
2311

The Parties acknowledge and agree that the diagram times specified in this Agreement are indicative only. At least six (6) months in advance of the Depot Access Start Date, the Beneficiary shall submit to the Depot Facility Owner proposed diagram times to apply from the Depot Access Start Date and the Parties shall endeavour to agree such times within 30 days of receipt of the Beneficiary’s proposal.

- If the Parties fail to reach agreement by that date or if prior to that date both Parties agree that agreement is unlikely to be reached by that date:
- (a) either Party may notify the Office of Rail and Road; and
 - (b) if the Office of Rail and Road elects to determine the matter, the Parties shall furnish the Office of Rail and Road with such information and evidence as the Office of Rail and Road shall require in order to determine the matter, such determination to be binding on the Parties.

If the Office of Rail and Road does not elect to determine the matter within 30 days of receipt by the Office of Rail and Road of notification in accordance with the above paragraph, either Party may refer the matter for resolution in accordance with the HS1 Access Dispute Resolution Rules.

An amendment to the diagram times specified in this Appendix 1 shall take effect only when it has been approved by the Office of Rail and Road under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with the paragraphs above other than a determination by the Office of Rail and Road pursuant to the above paragraph), the Parties shall ensure that Office of Rail and Road is furnished with such amendment and such information and evidence as the Office of Rail and Road requires to decide whether or not to approve the amendment.

Any amendment to the diagram times specified in this Appendix 1 which is agreed by the Parties or determined by the relevant forum under the HS1 Access Dispute Resolution Rules, and which is approved by the Office of Rail and Road under section 22 of the Act shall apply with effect from the Depot Access Start Date.

Where the Office of Rail and Road determines the matter subject to above paragraph, it may issue a notice to the Parties setting out the amendments to be made to the diagram times specified in this Appendix 1 and the date from which they shall take effect.

2. Maximum Level of Services

Number of Fleet Vehicles per day in the relevant Accounting Period:

Consecutive Accounting Periods in each Accounting Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Each day Monday to Friday	56	56	56	56	56	56	56	56	56	56	56	56	56
Saturday	56	56	56	56	56	56	56	56	56	56	56	56	56
Sunday	56	56	56	56	56	56	56	56	56	56	56	56	56

APPENDIX 2 TO SCHEDULE 19

Charges

The Charges set out in this Appendix 2 are 2025 prices and shall be reviewed in accordance with clause 7 prior to the Depot Access Start Date and thereafter in accordance with Condition F4 of the Depot Access Conditions.

1. **CET Servicing up to the Minimum Level of Services**
£ 9.57 per Fleet Vehicle
2. **CET Servicing comprised in the Variable Level of Services**
£ 9.57 per Fleet Vehicle

APPENDIX 3 TO SCHEDULE 19
Controlled Emission Toilet (CET) Servicing
Specification

1. CET Servicing shall be provided to the same standard as the Depot Facility Owner's requirements in respect of the Depot Facility Owner's Own Services, as detailed in the Depot Facility Owner's Train Care Manual.
2. If the Beneficiary has any bespoke requirements in respect of its Fleet Vehicles, it shall notify the Depot Facility Owner at least twelve (12) months in advance of the Depot Access Start Date and the parties shall use reasonable endeavours to agree in writing any changes required to this Controlled Emission Toilet (CET) Servicing Specification.
3. The Beneficiary acknowledges and agrees that where any bespoke requirements agreed in accordance with paragraph 2 result in increased costs being incurred by the Depot Facility Owner to provide the CET Servicing that are directly attributable to the Beneficiary's bespoke requirements, the Depot Facility Owner shall be entitled to propose revised charges for the purposes of Appendix 2 to this Schedule 19.
4. If the Parties cannot agree the revised charges proposed pursuant to paragraph 3, the Parties acknowledge that the matter shall be determined pursuant to Condition F4.3 of the Depot Access Conditions.

D/17/34/478/26/01

Signed by
duly authorised for and on behalf of
the Depot Facility Owner

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Gareth Williams
General Secretary



Signed by
duly authorised for and on behalf of
the Beneficiary

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Andrew Gibbs
Director

