



**HS1 Template Framework Track Access
Agreement - Freight**

**Network Statement & Related Arrangements
Consultation**

June 2009

**FRAMEWORK TRACK ACCESS AGREEMENT
FOR FREIGHT SERVICES**

Dated

[]

Between

HS1 LIMITED

and

[]

THIS AGREEMENT is made the [] day of []

BETWEEN:

- (1) HS1 Limited, a company registered in England under number 03539665 having its registered office at 3rd Floor, Eversholt Street, London, NW1 1AY ("**HS1 Co**"); and
- (2) [], a company registered in England and Wales under number [] having its registered office at [] (the "**Train Operator**").

WHEREAS:

- (A) HS1 Co is the owner of the Network; and
- (B) HS1 Co has agreed to grant to the Train Operator permission to use certain track comprised in the Network on the terms and conditions of the Contract.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Agreement, the "Terms" means the HS1 Freight Access Terms being at the date of this Agreement the edition of the HS1 Freight Access Terms initialled by the parties for the purpose of identification.
- 1.2 This Agreement shall be interpreted in accordance with the HS1 Network Code and the Terms, for which purpose terms defined therein shall have the same meaning in this Agreement, unless this Agreement expressly provides to the contrary.
- 1.3 Save to the extent expressly provided to the contrary, references to "the Contract" shall include this Agreement (including the Schedules to this Agreement), the Terms, the HS1 Network Code and the HS1 Operational Codes and a reference to a Schedule to the Contract shall be construed to mean a Schedule to this Agreement.
- 1.4 Reference to HS1 Co and the Train Operator is to their respective successors and permitted assigns.

2 TERMS, HS1 NETWORK CODE & HS1 OPERATIONAL CODES

2.1 Incorporation

The Terms, the HS1 Network Code and each of the HS1 Operational Codes are incorporated in and form part of this Agreement.

2.2 Modifications to the Terms, the HS1 Network Code & the HS1 Operational Codes

If the Terms, the HS1 Network Code and/or the HS1 Operational Codes are modified at any time, this Agreement shall have effect with the modification from the date that such modifications come into force.



2.3 Compliance by other operators

HS1 Co shall ensure that all operators of trains having permission to use any track comprised in the Network agree to comply with the HS1 Network Code and each of the HS1 Operational Codes.

3 PRECEDENCE OF DOCUMENTS

3.1 In the event of any discrepancy, inconsistency, divergence or anomaly arising between the provisions of the Contract, the order of priority shall be as follows, save where expressly provided to the contrary:

- (a) first, the HS1 Network Code;
- (b) second, this Agreement;
- (c) third, the Terms; and
- (d) fourth, the HS1 Operational Codes.

4 SCHEDULES TO THIS AGREEMENT

4.1 Schedules 1 to 6 (inclusive) to this Agreement shall have effect.

SCHEDULE 1: CONTRACT PARTICULARS

1. HS1 Co's address for service of notices is:
HS1 Limited
73 Collier Street
London N1 9BE
All written notices to be marked:
"URGENT: ATTENTION THE HEAD OF SUPPORT SERVICES"
and, whilst it is a shareholder in HS1 Co, copied to:
London & Continental Railways Limited
3rd Floor
Eversholt Street
London NW1 1AY
2. The Train Operator's address for the service of notices is:
[]
All written notices to be marked:
"URGENT: ATTENTION []"
3. The Secretary of State's address for the service of notices is
The Secretary of State
Department for Transport
76 Marsham Street
London SW1P 4DR
4. Commencement Date: []
5. Expiry Date: []
6. Previous Access Agreements: []



SCHEDULE 2: THE ROUTES

[To be inserted]

SCHEDULE 3: COLLATERAL AGREEMENTS

1. The CTRL Claims Allocation and Handling Agreement and the agreement under which the Train Operator agrees to become a party to the CTRL Claims Allocation and Handling Agreement.
2. The Disputes Resolution Agreement dated 18 February 1999 between the Secretary of State for the Environment, Transport and the Regions; London & Continental Railways Limited; Railtrack Group Plc and others ("Disputes Resolution Agreement"), and the agreement under which the Train Operator agrees to become a party to the Disputes Resolution Agreement.
3. Revised DRA Deed.



SCHEDULE 4: TRACK CHARGES

PART 1

Other Services

PART 2

A	B	C	D	E	F	G	H	I
Service Group	Vehicle Category	IRC Per Train Per Kilometer	Discount Factor	OMRC Discount Factor	DI Costs OMRCA	LTOP Costs OMRCB	Pass Through Costs OMRCC	Capacity Charge

SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT

[To be inserted]



SCHEDULE 6: PERFORMANCE REGIME

A	B	C	D	E	F	G	H
Traffic Type	HS1 Poor Performance Threshold (average delay per train expressed in minutes)	Payment Rate (per minute of average delay)	HS1 Good Performance Threshold (average delay per train expressed in minutes)	Bonus Payment Rate (per minute of average delay)	Cancellation Minutes	Train Operator's Poor Performance Threshold (average delay per train expressed in minutes)	HS1 Co Performance Benchmark



IN WITNESS whereof the duly authorised representatives of HS1 Co and the Train Operator have executed this Agreement on the date first above written.

Signed by

Print name

Duly authorised for and on behalf of
HS1 Limited

Signed by

Print name

Duly authorised for and on behalf of
[]