

### **15.3 Novation terms**

Any novation under Clause 15.2 shall be on terms that:

- (a) the Train Operator shall not be released from:
  - (i) any accrued but unperformed obligation;
  - (ii) the consequences of any breach of this contract which is the subject of any proceedings (arbitral or otherwise) for the resolution of a dispute between the parties; or
  - (iii) any liability in respect of any thing done under this contract before, or as at the date of, any such novation (except to the extent that such other person agrees to assume and be responsible for it); and
- (b) such other person shall not be required by Network Rail, as a term of or a condition to the novation, to agree to assume and be responsible for any unperformed obligation, liability or consequence of a breach of the kind referred to in Clause 15.3(a), but this shall not prevent any such agreement being a term or condition of the novation if required by the Secretary of State.

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

### **16.1 Payment**

#### *16.1.1 No deduction*

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

#### *16.1.2 Delivery of invoices*

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

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

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

#### *16.1.4 Method of payment*

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

## 16.2 Interest

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

## 16.3 VAT

### 16.3.1 *Payment of VAT*

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

### 16.3.2 *Reimbursement of VAT*

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

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

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

## 17 FORCE MAJEURE EVENTS

### 17.1 Meaning of Force Majeure Event

In this Clause 17:

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

**"Force Majeure Event"** means <sup>Sch. 12</sup> any of the following events (and any circumstance arising as a direct consequence of any of the following events):

- (a) an act of the public enemy or terrorists or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;
- (b) acts of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;

- (c) natural disasters or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
- (d) nuclear, chemical or biological contamination;
- (e) pressure waves caused by devices travelling at supersonic speeds;
- (f) discovery of fossils, antiquities or unexploded bombs; and
- (g) strike or other industrial action which is a single circumstance and which also is a strike or industrial action in sectors of the economy other than the railway industry;

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

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

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

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

## 17.2 Nature and extent of relief for Force Majeure

Force Majeure relief under this Clause 17:

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

## 17.3 Entitlement to Force Majeure relief

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

- (a) performance of the Relevant Obligation<sup>Sch. 12</sup> has been prevented or materially impeded by reason of a Force Majeure Event;
- (b) it has taken all reasonable steps, taking account of all relevant circumstances (including as to whether the event in question could reasonably have been anticipated);

- (i) to avoid the occurrence of the Force Majeure Event; and
- (ii) to minimise, and where practicable avoid, the effects of the Force Majeure Event on its ability to perform the Relevant Obligation; and
- (c) except in the case of Clause 17.1(f), none of the Affected Party, its officers, employees or agents caused the Force Majeure Event.

#### **17.4 Procedure for claiming relief**

Without prejudice to Clause 17.3, an Affected Party is only entitled to claim Force Majeure relief under this Clause 17 if it complies with the obligations to give Force Majeure Notices, Force Majeure Reports and provide other information under Clause 17.5 and to perform its obligations under Clause 17.6.

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

##### *17.5.1 Force Majeure Notice*

In relation to any Relevant Force Majeure Event:

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

##### *17.5.2 Force Majeure Report*

Following the giving of a Force Majeure Notice:

- (a) the Affected Party shall give a Force Majeure Report as soon as practicable, and in any event within 7 days of service of the Force Majeure Notice; and
- (b) the Force Majeure Report shall constitute a full report on the Relevant Force Majeure Event, amplifying the information provided in the Force Majeure Notice and containing such information as may reasonably be required by the Non-affected Party, including the effect which the Relevant Force Majeure Event is estimated to have on the Affected Party's performance of the Relevant Obligations.

##### *17.5.3 Other information*

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

## **17.6 Mitigation**

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

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

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

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

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

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

## **17.8 Availability of Performance Order**

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

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# **18 MISCELLANEOUS**

## **18.1 Non waiver**

### *18.1.1 No waiver*

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

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

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



## **18.2 Variations**

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

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

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

### *18.2.2 Exceptions*

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

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

### *18.2.3 No Office of Rail Regulation approval needed*

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

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

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

### *18.2.4 Conformed copy of contract*

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

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

### *18.3.1 Entire contract*

Subject to Clause 18.3.3:

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

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

#### *18.3.2 Exclusive remedies*

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

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

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

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

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

### **18.4 Notices**

#### *18.4.1 Giving of notices*

Any notice to be given under this contract:

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

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

#### *18.4.2 Right to modify communication details*

A party shall be entitled to modify in any respect the communication particulars which relate to it and which are set out in Schedule 1 by giving notice of such modification:

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

#### *18.4.3 Deemed receipt*

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

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

#### *18.4.4 Copyees*

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

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

### **18.5 Counterparts**

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

### **18.6 Survival**

Those provisions of this contract which by their nature or implication are required to survive expiry or termination of this contract (including the provisions of Clauses 8 (Liability) <sup>Sch. 12</sup>, 10 (Liability - Other Matters), 11 (Restrictions on Claims); 12 (Governing Law), 13.2 (Unpaid Sums), 14 (Confidentiality), 16 (Payments, Interest and VAT), 17 (Force Majeure Events), paragraph 4 of Schedule 6 (Consequence of Termination) and Schedule 9 (Limitation on liability)), shall so survive and continue in full force and effect, together with any other provisions of this contract necessary to give effect to such provisions.



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

### *18.7.1 Application to third parties*

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

### *18.7.2 Application to the Office of Rail Regulation*

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

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

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

## **19 TRANSITION**

### **19.1 Corresponding Rights**

In relation to any Corresponding Right:

- (a) any Bids made under the Previous Access Agreements in relation to a Train Slot in respect of which there is a Corresponding Right shall:
  - (i) cease to have effect under the Previous Access Agreements as from the Transition Date; and
  - (ii) be deemed to have effect under this contract as from the Transition Date;
- (b) any Train Slot which is the subject of a Bid referred to in Clause 19.1(a) shall for all purposes be treated as if it had been established in and under this contract and not the Previous Access Agreements;
- (c) any consultations undertaken, notices served, matters referred to dispute resolution, agreements reached or determinations made which:
  - (i) are made in accordance with Parts D, F, G or H of the Network Code under the Previous Access Agreements in relation to Rules of the Route or Rules of the Plan, Major Projects, Vehicle Change, Network Change or train regulation; and
  - (ii) relate to a right under the Previous Access Agreements which is the subject of a Corresponding Right,shall:
  - (A) cease to have effect under the Previous Access Agreements as from the Transition Date; and
  - (B) be deemed to have effect under this contract as from the Transition Date; and
- (d) in applying Schedule 4, effect shall be given:

- (i) in relation to any Restriction of Use which was notified before the Transition Date, to any Previous Notification Factor;
- (ii) in relation to any Significant Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreements; and
- (iii) in relation to any Competent Authority Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreements.

## 19.2 Definitions

In this Clause 19:

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

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

**“Previous Access Agreements”** means the track access agreements dated 02 May 2004 and 31 March 2004 between Network Rail Infrastructure Limited and Thameslink Rail Limited and West Anglia Great Northern Railway Limited respectively;

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

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

## 20 RELEVANT SCHEDULE 8 MODIFICATIONS

Schedule 11 shall have effect.

## 21 ORR PERFORMANCE REVIEW

Subject to the provisions contained therein, Schedule 12 shall have effect.

## **SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT<sup>17th</sup>**

### **1 Definitions**

1.1 In this Schedule unless the context otherwise requires:

**“Additional Specified Equipment”** has the meaning ascribed to it in paragraph 5.2;

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

**“Calling Pattern”** means a list of stations related to one or more Passenger Train Slots, at which stops are to be Scheduled in the Working Timetable;

**“Clockface Departures”** means, in respect of any Service, a pattern whereby departures from the point of origin of that Service, or any specified intermediate point, are fixed at the same number or numbers of minutes past each hour;

**“Contingent Right”** means a right under this Schedule 5 which is not a Firm Right and which is subject to the fulfilment of all Bids in respect of competing Firm Rights and any additional contingency specified in this Schedule 5;

**“Day”** means any period of 24 hours beginning at 0200 hours and ending immediately before the next succeeding 0200 hours, and any reference in this Schedule to any named day of the week shall be to such period commencing on that named day;

**“Fastest Key Journey Time”** means, in respect of a Key Journey, the corresponding Journey Time, if any, set out in column 4 of Table 6.2;

**“Firm Right”** means:

- (a) in the case of a Bidder, a right under its regulated access agreement in respect of the number (or quantum) of Passenger Train Slots in any specified period (including rights to Passenger Train Slots in respect of additional trains or relief services), timing (including departure and arrival times,



clockface requirements, first and last Passenger Train Slots, intervals between Passenger Train Slots, Journey Times and turnaround times), routing, Specified Equipment, calling patterns (including rights to vary them and rights to stop short of a terminal station), rights to use particular parts of railway facilities (such as dedicated platforms at stations and routes to maintenance facilities), and for ancillary services, connection requirements, rights to Stable trains and any other characteristic of a train movement; and

- (b) in the case of Network Rail, a right under the Applicable Rules of the Route or the Applicable Rules of the Plan,

which, in either case, is not expressed to be a Contingent Right or to be subject to any contingency outside the control of the holder of the right but which is, in a case within paragraph (a) above, subject to:

- (i) the Applicable Rules of the Route;
- (ii) the Applicable Rules of the Plan;
- (iii) the exercise by Network Rail of any applicable Flexing Right; and
- (iv) the operation of any other provision of the Network Code;

**“Journey Time”**

means the time in the Working Timetable to be taken by a Service in travelling between the specified departure point and specified destination for that Service (including Pathing Time, station dwell time, performance allowances, engineering recovery allowances and any other allowances as provided for in the Applicable Rules of the Plan and/or the Applicable Rules of the Route);

**“Journey Time Review Notice”**

has the meaning ascribed to it in paragraph 7.5;

**“Key Journey”**

means a Passenger Train Slot with the characteristics specified in the first, second and third columns of Table 6.2 or Table 6.3;

**“Key Journey Time”**

means a Fastest Key Journey Time or a Maximum Key Journey Time;

**“Maximum Journey Time”**

means, in respect of a Passenger Train Slot, the corresponding Journey Time, if any, set out in column 4 of Table 6.1;



<b>“Maximum Key Journey Time”</b>	means, in respect of a Key Journey, the corresponding Journey Time, if any, set out in column 4 of Table 6.3;
<b>“Modification Notice”</b>	has the meaning ascribed to it in paragraph 7.10;
<b>“Network Change”</b>	has the meaning ascribed to it in Part G of the Network Code;
<b>“Off-Peak Services”</b>	means Services Scheduled on any part of a Weekday which are not “Peak Services”, and “Off-Peak” shall be construed accordingly;
<b>“Passenger Train Slot”</b>	means a Train Slot intended by the Train Operator to be used for the provision of a Service;
<b>“Pathing Time”</b>	means additional time in the schedule of a train between two points, or at a single location, caused by the application of margins required by the Rules of the Plan between trains proceeding along or across the same piece of the Network;
<b>“Peak Services”<sup>26th</sup></b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) in respect of Service Groups EG01, EG02 and EG03, Services Scheduled on any part of a Weekday <ul style="list-style-type: none"> <li>(i) to arrive at Farringdon between 0700 and 0959 (the “morning peak”),</li> <li>(ii) to depart from Farringdon between 1600 and 1859 (the “evening peak”),</li> <li>(iii) in respect of Services starting from London Bridge only, to depart from London Bridge between 1600 and 1859 (the “evening peak”); or</li> </ul> </li> <li>(b) in respect of Service Groups EG04 and EG05, Services Scheduled on any part of a Weekday (i) to arrive at King’s Cross or Moorgate GN between 0700 hours and 0959 hours (the “morning peak”) or (ii) to depart from King’s Cross or Moorgate GN between 1600 hours and 1859 hours (the “evening peak”),</li> </ul> <p>and “Peak” shall be construed accordingly;</p>
<b>“Period of 60 Minutes”</b>	means a period commencing at xx00 hours and ending immediately before the next succeeding xx00 hours;
<b>“Public Holiday”</b>	means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;

<b>“Regular Calling Pattern”</b>	has the meaning ascribed to it in paragraph 4.1;
<b>“regulated access agreement”</b>	means an access agreement as that term is defined in section 83 of the Act;
<b>“Scheduled”</b>	means, in relation to the quantum, timing or any other characteristic of a train movement, that quantum, timing or other characteristic as included in the applicable Working Timetable;
<b>“Service Group”</b>	means any one or more (as the context may require) of the service groups described in this Schedule;
<b>“Standard Specified Equipment”</b>	means, in respect of any Service, the Specified Equipment listed opposite that Service in column 2 of Table 5.1;
<b>“Timetable Period”</b>	means the period of time between (and including) one Passenger Change Date and (but excluding) the immediately succeeding Passenger Change Date;
<b>“Train Service Code” or “TSC”</b>	means the eight character code applied in the Performance Monitoring System and used to identify Services;
<b>“Weekday”</b>	means any Day (including, except for the purposes of paragraphs 6 and 7, a Public Holiday) which is not a Saturday or Sunday; and
<b>“xx20”</b>	means, as an example of this notation, 20 minutes past the hour.

- 1.2 Unless otherwise stated, where in this Schedule a period is expressed to be between two specific times that period shall be inclusive of both such times.
- 1.3 The Train Operator's rights under this Schedule as to numbers of Passenger Train Slots per Day are calculated by reference to departures from the Scheduled start point on the Day in question, notwithstanding that a Passenger Train Slot may not be Scheduled to arrive at its end point until the immediately succeeding Day.

## 2 Passenger Train Slots

Table 2.1: Passenger Train Slots

1		2									
Service Group: EG01											
Service description: Bedford Mainline											
Passenger Train Slots											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
Farringdon	Bedford			22710000/ 22710001/ 22710002	82 <sup>1</sup>	N/A	22	60	82 <sup>2</sup>	64 <sup>3</sup>	
Farringdon	Luton			22710000/ 22710001 22710002	34 <sup>4</sup>	N/A	7	27	30 <sup>5</sup>	20 <sup>6</sup>	
Farringdon	St. Albans			22710000/ 22710001 22710002	32 <sup>7</sup>	N/A	7	25	20 <sup>8</sup>	N/A	
St. Pancras International	Bedford			22710000/ 22710001	14	N/A	N/A	14	N/A	N/A	
West Hampstead	Blackfriars			22710001	1 <sup>9</sup>	N/A	N/A	1 <sup>10</sup>	N/A	N/A	

1		2									
Service Group: EG01											
Service description: Bedford Mainline (continued)		Passenger Train Slots									
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
Bedford	Blackfriars			22710000/ 22710001/ 22710002	80 <sup>11</sup>	20	N/A	60	74 <sup>12</sup>	57 <sup>13</sup>	
St. Pancras International	Blackfriars			22710000/ 22710001	1	N/A	N/A	1	N/A	N/A	
Luton	Blackfriars			22710000/ 22710001 / 22710002	37 <sup>14</sup>	7	N/A	30	37 <sup>15</sup>	25 <sup>16</sup>	
St Albans	Blackfriars			22710000/ 22710001 22710002	31 <sup>17</sup>	8	N/A	23	20 <sup>18</sup>	N/A	

1	2									
Service Group: EG01										
Service description: Bedford Mainline (continued)										
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Bedford	St Pancras			22710000/ 22710001	10	N/A	N/A	10	N/A	N/A
Luton	St Pancras			22710000/ 22710001	3	N/A	N/A	3	N/A	N/A



1		2									
Service Group: EG02											
Service description: Brighton Mainline		Passenger Train Slots									
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
Blackfriars	East Croydon	London Bridge		22711000	N/A	N/A	N/A	N/A	N/A	18 <sup>19</sup>	
Blackfriars	Brighton	London Bridge		22711000	50 <sup>20</sup>	N/A	5	45	65 <sup>21</sup>	33 <sup>22</sup>	
Blackfriars	Brighton	Selhurst		22711000	3 <sup>23</sup>	N/A	N/A	3	2 <sup>24</sup>	N/A	
Blackfriars	Brighton	Crystal Palace		22711000	6 <sup>25</sup>	N/A	4	2	N/A	N/A	
Blackfriars	Three Bridges	Crystal Palace		22711000	1 <sup>26</sup>	N/A	1	N/A	N/A	N/A	
London Bridge	Brighton	Forest Hill		22711000	2	N/A	N/A	2	N/A	N/A	

1		2									
Service Group: EG02											
Service description: Brighton Mainline (continued)											
Passenger Train Slots											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
London Bridge	Brighton	Selhurst		22711000	2	N/A	N/A	2	N/A	N/A	
London Bridge	Three Bridges	Selhurst		22711000	5	N/A	N/A	5	N/A	N/A	
London Bridge	Three Bridges	Forest Hill		22711000	3	N/A	N/A	3	9	4	
Brighton	Farringdon	London Bridge		22711000	46 <sup>27</sup>	4	N/A	42	66 <sup>28</sup>	37 <sup>29</sup>	
Three Bridges	Farringdon	London Bridge		22711000	2 <sup>30</sup>	N/A	N/A	2	1 <sup>31</sup>	N/A	
Three Bridges	Farringdon	Selhurst		22711000	1 <sup>32</sup>	N/A	N/A	1	4 <sup>33</sup>	N/A	
Brighton	Farringdon	Selhurst		22711000	1 <sup>34</sup>	1	N/A	N/A	N/A	N/A	
Brighton	Farringdon	Crystal Palace		22711000	11 <sup>35</sup>	4	N/A	7	N/A	1 <sup>36</sup>	
Brighton	London Bridge	Forest Hill		22711000	6	N/A	N/A	6	N/A	N/A	
Three Bridges	Farringdon	Crystal Palace		22711000	N/A	N/A	N/A	N/A	1 <sup>37</sup>	1 <sup>38</sup>	

1	2									
Service Group: EG02										
Service description: Brighton Mainline (continued)										
Passenger Train Slots										
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Three Bridges	London Bridge	Selhurst		22711000	2	N/A	N/A	2	N/A	N/A
East Croydon	Farringdon	London Bridge		22711000	N/A	N/A	N/A	N/A	N/A	16 <sup>39</sup>

1		2									
Service Group: EG03											
Passenger Train Slots											
Service description: South London											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
Selhurst	Farringdon	Streatham		22712000	2 <sup>40</sup>	N/A	N/A	2	3 <sup>41</sup>	N/A	
Sutton	Farringdon	Wimbledon, Haydons Road and Tulse Hill		22712000	31 <sup>42</sup>	6	N/A	25	31 <sup>43</sup>	23	
Sutton	Farringdon	Mitcham Junction and Tulse Hill		22712000	27 <sup>44</sup>	N/A	N/A	24	25 <sup>45</sup>	N/A	
Elephant and Castle	Farringdon			22712000	6 <sup>46</sup>	0	N/A	6	N/A	N/A	

1					2						
Service Group: EG03											
Service description: South London (continued)					Passenger Train Slots						
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
Blackfriars	Sutton	Tulse Hill, Haydons Road and Wimbledon		22712000	61 <sup>47</sup>	N/A	12	49	63 <sup>48</sup>	24 <sup>49</sup>	
London Bridge	Sutton	Tulse Hill, Haydons Road and Wimbledon		22712000	3	N/A	N/A	3	N/A	N/A	
Sutton	London Bridge	Wimbledon, Haydons Road and Tulse Hill		22712000	1	N/A	N/A	1	N/A	N/A	



1		2									
Service Group: EG04											
Passenger Train Slots											
Service description: Inners											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
Hertford North	Moorgate GN	N/A	All Stations	21714000	21	2	N/A	19	N/A	N/A	
Hertford North	Moorgate GN	N/A	Semi-Fast	21714000	8	6	N/A	2	N/A	N/A	
Letchworth Garden City	Moorgate GN	Hertford North	All Stations	21714000	10	N/A	N/A	10	N/A	N/A	
Letchworth Garden City	Moorgate GN	Hertford North	Semi-Fast	21714000	2	1	N/A	1	N/A	N/A	

I	2									
Service Group: EG04										
Service description: Inners (continued)										
Passenger Train Slots										
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Stevenage	Moorgate GN	Hertford North	All Stations	21714000	7	1	N/A	6	N/A	N/A
Stevenage	Moorgate GN	Hertford North	Semi-Fast	21714000	7	4	N/A	3	N/A	N/A
Gordon Hill	Moorgate GN	N/A	All Stations	21714000	5	4	N/A	1	N/A	N/A
Stevenage	King's Cross	Hertford North	All Stations	21714000	N/A	N/A	N/A	N/A	17	17
Hitchin	King's Cross	Hertford North	All Stations	21714000	1	1	N/A	N/A	N/A	N/A

1	2									
Service Group: EG04										
Service description: Inners (continued)										
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Hertford North	King's Cross	N/A	All Stations	21714000	2	N/A	N/A	2	18	20
Letchworth Garden City	King's Cross	Hertford North	All Stations	21714000	4	N/A	N/A	4	3	N/A
Welwyn Garden City	Moorgate GN	N/A	All Stations	21713000	41	8	N/A	33	N/A	N/A
Welwyn Garden City	Moorgate GN	N/A	Semi-Fast	21713000	1	1	N/A	N/A	N/A	N/A

1		2								
Service Group: EG04										
Service description: Inners (continued)										
Passenger Train Slots										
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Welwyn Garden City	King's Cross	N/A	All Stations	21713000	5	N/A	N/A	5	36	36
Welwyn Garden City	King's Cross		Fast	21713000	3	N/A	N/A	3	N/A	N/A
Welwyn Garden City	King's Cross	N/A	Semi-Fast	21713000	3	3	N/A	N/A	N/A	N/A
Hertford North	Stevenage	N/A	All Stations	21714000	1	N/A	N/A	1	N/A	N/A
Moorgate GN	Hertford North		All Stations	21714000	25	N/A	6	19	N/A	N/A

1		2									
Service Group: EG04											
Service description Inners (continued)											
Passenger Train Slots											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
Moorgate GN	Hertford North	N/A	Semi-Fast	21714000	5	N/A	3	2	N/A	N/A	
Moorgate GN	Letchworth Garden City	Hertford North	All Stations	21714000	9	N/A	N/A	9	N/A	N/A	
Moorgate GN	Letchworth Garden City	Hertford North	Semi-Fast	21714000	2	N/A	1	1	N/A	N/A	
Moorgate GN	Stevenage	Hertford North	All Stations	21714000	7	N/A	N/A	7	N/A	N/A	
Moorgate GN	Stevenage	Hertford North	Fast	21714000	5	N/A	5	N/A	N/A	N/A	



1	2									
Service Group: EG04										
Service description: Inners (continued)										
Passenger Train Slots										
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Moorgate GN	Gordon Hill	N/A	All Stations	21714000	2	N/A	2	N/A	N/A	N/A
King's Cross	Hertford North	N/A	All Stations	21714000	3	N/A	N/A	3	19	19
King's Cross	Stevenage	Hertford North	All Stations	21714000	2	N/A	N/A	2	17	18
King's Cross	Letchworth Garden City	Hertford North	All Stations	21714000	3	N/A	N/A	3	N/A	N/A
King's Cross	Letchworth Garden City	Hertford North	Semi-Fast	21714000	1	N/A	N/A	1	N/A	N/A
Moorgate GN	Welwyn Garden City	N/A	All Stations	21713000	43	N/A	11	32	N/A	N/A

1		2								
Service Group: EG04										
Service description: Inners (continued)										
Passenger Train Slots										
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Moorgate GN	Welwyn Garden City	N/A	Semi-Fast	21713000	1	N/A	1	N/A	N/A	N/A
King's Cross	Welwyn Garden City	N/A	Fast	21713000	2	N/A	N/A	2	N/A	N/A
King's Cross	Welwyn Garden City	N/A	All Stations	21713000	6	N/A	N/A	6	37	37
King's Cross	Welwyn Garden City	N/A	Semi-Fast	21713000	5	N/A	5	N/A	N/A	N/A

1	2										
Service Group: EG05											
Service description: Outers											
Passenger Train Slots											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
Cambridge	King's Cross	Welwyn Garden City	Fast	21715000	14	N/A	N/A	14	14	0	
Cambridge	King's Cross	Welwyn Garden City	Semi-Fast	21715000	10	1	N/A	9	13	19	
Cambridge	King's Cross	Welwyn Garden City	Stopping	21716000	20	6	N/A	14	18	14	
King's Lynn	King's Cross	Welwyn Garden City	Fast	21715000	9	N/A	N/A	9	14	14	
King's Lynn	King's Cross	Welwyn Garden City	Semi-Fast	21715000	8	4	N/A	4	4	N/A	
King's Lynn	King's Cross	Welwyn Garden City	Stopping	21715000	3	N/A	N/A	3	N/A	1	
King's Lynn	Cambridge	Welwyn Garden City	All Stations	21716000	N/A	N/A	N/A	N/A	1	N/A	

1		2									
Service Group: EG05											
Service description: Outers (continued)											
From		To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
							Morning Peak	Evening Peak			
Royston		King's Cross	Welwyn Garden City	Semi-Fast	21716000	5	5	N/A	N/A	N/A	N/A
Royston		King's Cross	Welwyn Garden City	Stopping	21716000	2	N/A	N/A	2	1	N/A
Letchworth Garden City		King's Cross	Welwyn Garden City	Stopping	21716000	3	2	N/A	1	N/A	N/A
Ely		King's Cross	Welwyn Garden City	Semi-Fast	21715000	2	1	N/A	1	1	N/A
Ely		Cambridge		Stopping	21715000	1	N/A	N/A	1	N/A	N/A

1		2								
Service Group: EG05										
Service description: Outers (continued)										
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						Morning Peak	Evening Peak			
Peterborough	King's Cross	Welwyn Garden City	Fast	21717000	6	5	N/A	1	2	N/A
Peterborough	King's Cross	Welwyn Garden City	Semi-Fast	21717000	21	5	N/A	16	18	17
Peterborough	King's Cross	Welwyn Garden City	Stopping	21717000	14	N/A	N/A	14	18	1
Peterborough	King's Cross	Hertford North	Stopping	21717000	1	N/A	N/A	1	1	N/A
King's Cross	Cambridge	Welwyn Garden City	Fast	21715000	8	N/A	1	7	12	1
King's Cross	Cambridge	Welwyn Garden City	Semi-Fast	21715000	15	N/A	N/A	15	16	16

1		2									
Service Group: EG05											
Service description: Outers (continued)											
Passenger Train Slots											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
King's Cross	Cambridge	Welwyn Garden City	Stopping	21716000	21	N/A	8	13	19	17	
King's Cross	Cambridge	Hertford North	Stopping	21716000	N/A	N/A	N/A	N/A	N/A	1	
King's Cross	King's Lynn	Welwyn Garden City	Fast	21715000	13 + 1FO <sup>50</sup>	N/A	2	11 + 1FO <sup>51</sup>	16	14	
King's Cross	King's Lynn	Welwyn Garden City	Semi-Fast	21715000	8 + 1FO <sup>52</sup>	N/A	2	6 + 1FO <sup>53</sup>	2	1	
King's Cross	Royston	Welwyn Garden City	Semi-Fast	21716000	6	N/A	5	1	1	N/A	

1	2										
Service Group: EG05											
Service description: Outers (continued)											
Passenger Train Slots											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
King's Cross	Ely	Welwyn City Garden	Semi-Fast	21715000	1FSX <sup>54</sup>	N/A	1	1FSX <sup>55</sup>	N/A	N/A	
King's Cross	Ely	Welwyn City Garden	Fast	21715000	1+1FSX <sup>56</sup>	N/A	1	1FSX <sup>57</sup>	1	N/A	
Cambridge	Ely		Stopping	21715000	2	N/A	N/A	2	N/A	N/A	
King's Cross	Letchworth Garden City	Welwyn City Garden	Stopping	21716000	5	N/A	N/A	5	5	1	
Cambridge	King's Lynn		All Stations	21715000	1	N/A	N/A	1	1	N/A	



1		2									
Service Group: EG05											
Service description: Outers (continued)											
Passenger Train Slots											
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday	
						Morning Peak	Evening Peak				
King's Cross	Peterborough	Welwyn Garden City	Fast	21717000	9	N/A	5	4	1	N/A	
King's Cross	Peterborough	Welwyn Garden City	Semi-Fast	21717000	20	N/A	6	14	21	17	
King's Cross	Peterborough	Welwyn Garden City	Stopping	21717000	14	N/A	N/A	14	20	2	

1		2									
Service Group: EG06											
Service description: Blackfriars and Kentish Town											
From		To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
							Morning Peak	Evening Peak			
Blackfriars		Farringdon			22709000	23 <sup>58</sup>	N/A	N/A	23	N/A	N/A
Blackfriars		Kentish Town			22709000	20 <sup>58</sup>	N/A	N/A	20	N/A	N/A
Kentish Town		Blackfriars			22709000	21 <sup>50</sup>	N/A	N/A	21	N/A	N/A

### Notes to Table

- The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Brighton, Three Bridges, Wimbledon, Sutton, Selhurst or Elephant & Castle.
- The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Brighton, London Bridge, Selhurst, Sutton, Three Bridges or Wimbledon.
- The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Brighton, London Bridge, Sutton, Three Bridges or East Croydon.
- The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Elephant & Castle or Wimbledon.
- The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Selhurst, Sutton or Wimbledon.
- The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Sutton.
- The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Brighton, Wimbledon, Sutton or Elephant & Castle.
- The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Sutton.
- The Train Operator must Bid for this Train Slot to be combined with another Train Slot to form a through service to Three Bridges.
- The Train Operator must Bid for this Train Slot to be combined with another Train Slot to form a through service to Three Bridges.

- 11 In respect of each of Train Slot, the Train Operator must either: Bid to combine that Train Slot with another Train Slot to form a through service to Brighton, Elephant & Castle, Sutton or  
Wimbledon; or Bid to combine that Train Slot with a Train Slot held by London & South Eastern Railway Limited in order to provide a through service to Ashford International, Beckenham  
Junction, Bromley South, Gillingham, Orpington or Sevenoaks
- 12 The Train Operator must Bid for 73 of these Train Slots to be combined with other Train Slots to form through services to Brighton or Three Bridges.
- 13 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Brighton, Three Bridges, East Croydon or Sutton.
- 14 In respect of each of Train Slot, the Train Operator must Bid to combine that Train Slot with a Train Slot held by London & South Eastern Railway Limited in order to provide a through service  
to Beckenham Junction, Bromley South, Kent House or Sevenoaks.
- 15 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Sutton or Wimbledon.
- 16 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Sutton.
- 17 In respect of each of Train Slot, the Train Operator must either: Bid to combine that Train Slot with another Train Slot to form a through service to Sutton or Wimbledon; or Bid to combine  
that Train Slot with a Train Slot held by London & South Eastern Railway Limited in order to provide a through service to Sevenoaks.
- 18 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Wimbledon.
- 19 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to East Croydon.
- 20 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 21 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 22 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 23 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 24 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 25 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 26 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 27 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford.
- 28 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford or St Albans
- 29 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 30 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 31 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 32 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 33 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 34 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 35 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 36 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.

- 37 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 38 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 39 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 40 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford.
- 41 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford, Luton or St Albans.
- 42 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford, Luton or St Albans.
- 43 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford or Luton.
- 44 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford or St Albans.
- 45 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford, Luton or St Albans.
- 46 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services to Bedford, Luton or St Albans.
- 47 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford, Luton or St Albans.
- 48 The Train Operator must Bid for 35 of these Train Slots to be combined with other Train Slots to form through services from Luton.
- 49 The Train Operator must Bid for these Train Slots to be combined with other Train Slots to form through services from Bedford or Luton.
- 50 "FO" means Fridays only.
- 51 "FO" means Fridays only.
- 52 "FO" means Fridays only.
- 53 "FO" means Fridays only.
- 54 "FSX" means Fridays and Saturdays excluded.
- 55 "FSX" means Fridays and Saturdays excluded.
- 56 "FSX" means Fridays and Saturdays excluded.
- 57 "FSX" means Fridays and Saturdays excluded.
- 58 In respect of each of Train Slot, the Train Operator must Bid to combine that Train Slot with a Train Slot held by London & South Eastern Railway Limited in order to provide a through service to Luton, St Albans or Bedford.
- 59 In respect of each of Train Slot, the Train Operator must Bid to combine that Train Slot with a Train Slot held by London & South Eastern Railway Limited in order to provide a through service to Kentish Town.
- 60 In respect of each of Train Slot, the Train Operator must Bid to combine that Train Slot with a Train Slot held by London & South Eastern Railway Limited in order to provide a through service to Ashford International, Sevenoaks, Orpington or Beckenham Junction.

- 2.1 The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified in Table 2.1 under the heading "Passenger Train Slots" and on the Days and within the Peak and Off-Peak times so listed. Passenger Train Slots listed under the sub-headings "Peak times" and "Off-Peak times" are the constituent parts of, and are not in addition to, those listed under the sub-heading "Total Weekday".
- 2.2 In order to provide for the Scheduling of part only of Passenger Train Slots specified in Table 2.1 the Train Operator has Contingent Rights for such a Passenger Train Slot to commence from and/or terminate at Luton and St Albans in respect of Service Group EG01.
- 2.3 In order to provide through Services the Train Operator has Firm Rights to combine Passenger Train Slots at Farringdon (northbound) and Blackfriars (southbound).

**Table 2.2: Additional Passenger Train Slots**

Not used





- 2.4 Notwithstanding all other provisions of paragraph 2 of this Schedule 5, the Train Operator shall not be entitled to operate Services between St Pancras International and Blackfriars on a weekday between 22:30 and 04:30.<sup>21st</sup>
- 2.5 Not used.
- 2.6 The Train Operator has Firm Rights to make Ancillary Movements of Specified Equipment to the extent necessary or reasonably required to give full effect to the other Firm Rights of the Train Operator, including:
- (a) movements for the purpose of maintenance of rolling stock to and from the maintenance depots listed in Schedule 2;
  - (b) movements for driver training purposes; and
  - (c) empty stock movements.
- 2.7 For the purpose of paragraph 2.6, Ancillary Movements shall not include movements of rolling stock for the purpose of testing or driver training to the extent that:
- (a) the rolling stock concerned has not achieved vehicle and route acceptance necessary for its use in the carriage of passengers on the Route in question; or
  - (b) where the Route in question is not used by the Train Operator for carriage of passengers, the rolling stock concerned has not achieved vehicle and route acceptance necessary to operate on the Route without passengers on board.



**Table 2.3: Special Events**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Service Group</b>	<b>Description</b>	<b>Entitlement</b>	<b>Purpose</b>
EG01	Any	20 passenger train slots per Contract Year between Luton and any of the following stations:  West Hampstead Thameslink, St Pancras International, <sup>13th</sup> Farringdon, Blackfriars, New Cross Gate, Selhurst, Bedford and Brighton.	To aid crowd control or crowd segregation at large scale public events
EG04	Off Peak Saturdays Sundays	After a match: (i) up to 3 Passenger Train Slots from Finsbury Park to Welwyn Garden City calling at up to all intermediate stations; and (ii) up to 3 Passenger Train Slots from Finsbury Park to Hertford North calling at up to all intermediate stations. Of the total of (i) and (ii) 3 Passenger Train Slots may continue to Letchworth Garden City calling at up to all intermediate stations.	Football at Arsenal Football Club
EG05	Off Peak Saturdays Sundays	Before an event: (i) up to 2 Passenger Train Slots from King's Cross to Stevenage calling at up to all intermediate stations; (ii) up to 2 Passenger Train Slots from Peterborough to Stevenage calling at up to all intermediate stations; and (iii) up to 2 Passenger Train Slots from Cambridge to Stevenage calling at up to all intermediate stations. After an event: (i) up to 12 Passenger Train Slots from Stevenage to King's Cross calling at up to all intermediate stations; (ii) up to 4 Passenger Train Slots from Stevenage to Peterborough calling at up to all intermediate stations; and (iii) up to 4 Passenger Train Slots from Stevenage to Cambridge calling at up to all intermediate stations.	Events at Knebworth House

**Table 2.4: Staff Train Slots**

1.	2.	3.	4.	5.	6.
From	To	Via	Days	Earliest Departure Time from Origin	Latest Departure Time from Origin
King's Cross	Royston	Welwyn Garden City	Weekday Saturday	04:15	04:45
King's Cross	Hornsey	N/A	Weekday	05:00	05:30
Hertford North	King's Cross	N/A	Weekday Saturday	04:00	04:30
Royston	Hitchin	N/A	Weekday Saturday	03:25	03:55
Peterborough	King's Cross	Welwyn Garden City	Weekday Saturday	03:05	03:35
Moorgate GN	Finsbury Park	N/A	Weekday	20:40	21:10
Drayton Park	Finsbury Park	N/A	Saturday Sunday	13:15	13:45
Hornsey LMD	Finsbury Park	N/A	Weekday	05:40	06:10
Finsbury Park	Moorgate GN	N/A	Weekday	05:45	06:15
Finsbury Park	Drayton Park	N/A	Saturday Sunday	10:10	10:40

- 2.8 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable up to and including the number of Services specified in column 3 of Table 2.3 over the sections of the Routes specified in column 3 for the purpose as set out in column 4.
- 2.9 Save with the prior written consent of Network Rail and subject to such conditions as Network Rail may reasonably impose, the Train Operator shall not be entitled to operate Services on the Routes on 25 and 26 December.
- 2.10 Subject to paragraph 2.9, the Train Operator has Firm Rights to operate Services in any Service Group on a Public Holiday (except for 25 and 26 December) up to a quantum to which it is entitled on a Saturday for that Service Group.
- 2.11 The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in Table 2.1.
- 2.12 The Train Operator has Contingent Rights to one Train Slot in the Working Timetable on the Days specified in column 4 from each of the places listed in column 1 of Table 2.4 to those destinations listed in column 2 of Table 2.4 departing between the times listed in column 5 and column 6 of Table 2.4.
- 2.13 The Train Operator's rights to use the Diversionary Route specified in paragraph 4 d) of Schedule 2 and to use the Depot Route specified in paragraph 5 e) of Schedule 2 shall only apply<sup>21st</sup>:

when the direct route between Kentish Town and Blackfriars is not available for the passage of trains<sup>21st</sup>;

and such rights shall be<sup>21st</sup>:

- (i) subject to the rights of East Midlands Trains Limited under its track access contract dated 11<sup>th</sup> November 2007 and the rights of any successor train operator under its track access contract in respect of all or part(s) of such Diversionary Route and/or Depot Route and<sup>21st</sup>
  - (ii) conditional upon Network Rail remaining as facility owner of the railway network upon the St. Pancras Railway Lands, as defined in the Deed of Easement dated 25 April 21996 between British Railways Board and Railtrack plc (as amended from time to time).<sup>21st</sup>
- 2.14 The Train Operator has Contingent Rights to operate Class 377 rolling stock as non-passenger train slots for the purposes of carrying out train testing until 23:59 hours 31 July 2009 between Herne Hill, London Blackfriars and Bedford Midland. Subject to paragraph 2.14 (d) trains may call (not in passenger service) as required at:
- (a) Loughborough Jn., Elephant & Castle Barbican, Moorgate, London Blackfriars, City Thameslink, Farringdon, St. Pancras International, Kentish Town, West Hampstead Thameslink, Cricklewood, Hendon, Mill Hill Broadway, Elstree and Borehamwood, Radlett, St. Albans City, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington and Flitwick.

- (b) in addition to the locations shown in 2.14 (a) the following routes are covered:
  - Bedford and Brighton via Luton, Kentish Town, Blackfriars, London Bridge, Forest Hill, East Croydon, Quarry Lines, Gatwick Airport, Haywards Heath and Burgess Hill;
  - Tulse Hill South Junction and Windmill Bridge Junction via Streatham and Selhurst;
  - London Bridge Central and Spa Road Junction;
  - Stoats Nest Junction and Earlswood via Redhill;
  - Streatham Junction and Sutton via Mitcham Junction;
  - Streatham South Junction and Sutton via Wimbledon.
- (c) trains may also run as required into: Bedford Carriage Sidings, Bedford North End Siding, Bedford Sidings Washer Road, Luton Crescent Road No.1, St Albans Centre Siding, Cricklewood Depot and Smithfield Carriage Sidings
- (d) trains may not call at Moorgate, Luton Crescent Road No.1, Harlington and St Albans Centre Siding until Gauge Clearance has been completed and Route Clearance has been obtained.<sup>17th</sup>

2.15 The Train Operator has Contingent Rights to operate Class 377 rolling stock as non-passenger train slots for the purposes of carrying driver training until 23:59 hours 31 July 2009 between Herne Hill, London Blackfriars and Bedford Midland. Subject to paragraph 2.14 (d) trains may call (not in passenger service) as required at:

- (a) Loughborough Jn., Elephant & Castle Barbican, Moorgate, London Blackfriars, City Thameslink, Farringdon, St. Pancras International, Kentish Town, West Hampstead Thameslink, Cricklewood, Hendon, Mill Hill Broadway, Elstree and Borehamwood, Radlett, St. Albans City, Harpenden, Luton Airport Parkway, Luton, Leagrave, Harlington and Flitwick.
- (b) in addition to the locations shown in 2.14 (a) the following routes are covered:
  - Bedford and Brighton via Luton, Kentish Town, Blackfriars, London Bridge, Forest Hill, East Croydon, Quarry Lines, Gatwick Airport, Haywards Heath and Burgess Hill;
  - Tulse Hill South Junction and Windmill Bridge Junction via Streatham and Selhurst;
  - London Bridge Central and Spa Road Junction;
  - Stoats Nest Junction and Earlswood via Redhill;
  - Streatham Junction and Sutton via Mitcham Junction;
  - Streatham South Junction and Sutton via Wimbledon.
- (c) trains may also run as required into: Bedford Carriage Sidings, Bedford North End Siding, Bedford Sidings Washer Road, Luton Crescent Road No.1, St Albans Centre Siding, Cricklewood Depot and Smithfield Carriage Sidings
- (d) trains may not call at Moorgate, Luton Crescent Road No.1, Harlington and St Albans Centre Siding until Gauge Clearance has been completed and Route Clearance has been obtained.<sup>17th</sup>

### 3 Intervals

Table 3.1: Service Intervals

1	2				3	4							
Service Group: EG04													
Service description: Inners													
Between	And	Via	Description	TSC	Station where interval applies	Interval (minutes)				Maximum variation (+ minutes)			
Letchworth Garden City / Stevenage / Hertford North	Moorgate GN	Hertford North	N/A	21714000	Hertford North	20 <sup>1</sup>	N/A	N/A	N/A	2	N/A	N/A	
Letchworth Garden City / Stevenage / Hertford North	Moorgate GN	Hertford North	N/A	21714000	Hertford North	30 <sup>2</sup>	N/A	N/A	N/A	2	N/A	N/A	
Welwyn Garden City	Moorgate GN	N/A	N/A	21713000	Welwyn Garden City	20 <sup>3</sup>	N/A	N/A	N/A	2	N/A	N/A	
Welwyn Garden City	Moorgate GN	N/A	N/A	21713000	Welwyn Garden City	30 <sup>4</sup>	N/A	N/A	N/A	2	N/A	N/A	
Letchworth Garden City / Stevenage / Hertford North	King's Cross	Hertford North	N/A	21714000	Hertford North	30 <sup>5</sup>	30 <sup>7</sup>	30 <sup>9</sup>	2	2	2	2	
Welwyn Garden City	King's Cross	N/A	N/A	21713000	Welwyn Garden City	30 <sup>6</sup>	30 <sup>8</sup>	30 <sup>10</sup>	2	2	2	2	

#### Notes to Table

- Interval applies from 0915 to 1619.<sup>8</sup> Interval applies from 0510 to 2345.
- Interval applies from 1620 to 2000.<sup>9</sup> Interval applies from 0730 to 2345.
- Interval applies from 0915 to 1619.<sup>10</sup> Interval applies from 0730 to 2345.
- Interval applies from 1620 to 2000
- Interval applies from 2001 to 2345.
- Interval applies from 2001 to 2345.
- Interval applies from 0510 to 2345.



1		2		3		4	
Service Group: EG04							
Service description: Inners (continued)		Station where interval applies		Interval (minutes)		Maximum variation (+ minutes)	
Between	And	Via	Description	TSC	Off-Peak	Satur-day	Sun-day
Moorgate GN	Letchworth Garden City / Stevenage / Hertford North	Hertford North	N/A	21714000	30 <sup>11</sup>	N/A	N/A
Moorgate GN	Letchworth Garden City / Stevenage / Hertford North	Hertford North	N/A	21714000	20 <sup>12</sup>	N/A	N/A
Moorgate GN	Letchworth Garden City / Stevenage / Hertford North	Hertford North	N/A	21714000	30 <sup>13</sup>	N/A	N/A
King's Cross	Letchworth Garden City / Stevenage / Hertford North	Hertford North	N/A	21714000	30 <sup>14</sup>	30 <sup>15</sup>	30 <sup>16</sup>

## Notes to Table

- 11 Interval applies from 0645 to 0859.
- 12 Interval applies from 0900 to 1559.
- 13 Interval applies from 1900 to 2045.
- 14 Interval applies from 2045 to 2345.
- 15 Interval applies from 0525 to 2330.
- 16 Interval applies from 0725 to 2345.

2						3				4			
Service Group: EG04													
Service description: Inners (continued)													
Between		And	Via	Description	TSC	Station where interval applies	Interval (minutes)				Maximum variation (+ minutes)		
							Off-Peak	Satur-day	Sun-day	Off-Peak	Satur-day	Sun-day	
Moorgate GN		Welwyn Garden City	N/A	N/A	21713000	Moorgate GN	30 <sup>17</sup>	N/A	N/A	2	N/A	N/A	
Moorgate GN		Welwyn Garden City	N/A	N/A	21713000	Moorgate GN	20 <sup>18</sup>	N/A	N/A	2	N/A	N/A	
Moorgate GN		Welwyn Garden City	N/A	N/A	21713000	Moorgate GN	30 <sup>19</sup>	N/A	N/A	2	N/A	N/A	
King's Cross		Welwyn Garden City / Hitchin	N/A	N/A	21713000	King's Cross	30 <sup>20</sup>	30 <sup>21</sup>	30 <sup>22</sup>	3	2	2	

### Notes to Table

- 17 Interval applies from 0630 to 0859.  
 18 Interval applies from 0900 to 1559.  
 19 Interval applies from 1900 to 2045.  
 20 Interval applies from 2045 to 2345.  
 21 Interval applies from 0525 to 2330.  
 22 Interval applies from 0725 to 2345.

1		2		3		4	
Service Group: EG05							
Service description: Outers		Station where interval applies		Interval (minutes)		Maximum variation (+ minutes)	
Between	And	Via	Description	TSC	Off-Peak	Satur-day	Sun-day
Peterborough / Cambridge	King's Cross	Welwyn City	Garden	21717000 21715000	30 <sup>23</sup>	30 <sup>26</sup>	30 <sup>29</sup>
Peterborough / Cambridge	King's Cross	Welwyn City	Garden	21717000 21715000	30 <sup>24</sup>	30 <sup>27</sup>	N/A
King's Lynn / Cambridge	King's Cross	Welwyn City	Garden	21715000	30 <sup>25</sup>	30 <sup>28</sup>	N/A
Cambridge	King's Cross	Welwyn City	Garden	21716000	N/A	N/A	60
King's Lynn	King's Cross	Welwyn City	Garden	21715000	N/A	N/A	60

## Notes to Table

- <sup>23</sup> Interval applies from 0930 to 2130.  
<sup>24</sup> Interval applies from 0930 to 2130.  
<sup>25</sup> Interval applies from 0900 to 2000.  
<sup>26</sup> Interval applies from 0530 to 2359.  
<sup>27</sup> Interval applies from 0530 to 2359.  
<sup>28</sup> Interval applies from 0530 to 2359.  
<sup>29</sup> Interval applies from 0630 to 2359.

1	2				3				4				
Service Group: EG05													
Service description: Outers (continued)													
Between	And	Via	Description	TSC	Station where interval applies	Interval (minutes)				Maximum variation (+ minutes)			
						Off-Peak	Satur-day	Sun-day	Off-Peak	Satur-day	Sun-day		
King's Cross	Peterborough / Cambridge	Welwyn Garden City	Semi-Fast	21715000 21717000	King's Cross	30 <sup>30</sup>	30 <sup>36</sup>	30 <sup>40</sup>	2	2	2	2	
King's Cross	Peterborough / Cambridge	Welwyn Garden City	Stopping	21716000 21717000	King's Cross	30 <sup>31</sup>	30 <sup>37</sup>	N/A	2	2	N/A	N/A	
King's Cross	Cambridge / Letchworth Garden City	Welwyn Garden City	Stopping / Semi-Fast	21716000	King's Cross	30 <sup>32</sup>	N/A	N/A	2	N/A	N/A	N/A	
King's Cross	King's Lynn / Cambridge	Welwyn Garden City	Fast	21715000	King's Cross	30 <sup>33</sup>	30 <sup>38</sup>	60 <sup>41</sup>	3	2	2	2	
King's Cross	Cambridge / King's Lynn / Ely	Welwyn Garden City	Fast / Semi-Fast	21715000	King's Cross	60 <sup>34</sup>	30 <sup>39</sup>	N/A	2	2	2	N/A	
King's Cross	Cambridge	Welwyn Garden City	Stopping	21716000	King's Cross	N/A	N/A	60 <sup>42</sup>	N/A	N/A	N/A	2	
King's Cross	Peterborough	Welwyn Garden City	Fast	21717000	King's Cross	60 <sup>35</sup>	N/A	N/A	2	N/A	N/A	N/A	

#### Notes to Table

- 30 Interval applies from 0600 to 1559 and from 1900 to 2330. <sup>30</sup>Interval applies from 0530 to 2359.
- 31 Interval applies from 0600 to 1559. <sup>40</sup>Interval applies from 0630 to 2359.
- 32 Interval applies from 1900 to 2359. <sup>41</sup>Interval applies from 0630 to 2359.
- 33 Interval applies from 0600 to 1559. <sup>42</sup>Interval applies from 0630 to 2359.
- 34 Interval applies from 1900 to 2359.
- 35 Interval applies from 1900 to 2359.
- 36 Interval applies from 0530 to 2359.
- 37 Interval applies from 0530 to 2359.
- 38 Interval applies from 0530 to 2359.





1				2				3		
Service Group: EG03 <sup>25(6)</sup>										
Service description: South London				Minimum number of Passenger Train Slots arriving at Farringdon in each Period of 60 Minutes of the morning peak with a maximum variation of +/- 5 minutes.				N/A		
Between	And	Via	Description	TSC	0700 - 0759	0800 - 0859	0900 - 0959	N/A	N/A	N/A
Wimbledon	Farringdon	Haydons Road and Tulse Hill		22712000	2	3	2	N/A	N/A	N/A
Sutton	Farringdon	Wimbledon Haydons Road and Tulse Hill		22712000	1	N/A	N/A	N/A	N/A	N/A
Elephant and Castle	Farringdon			22712000	N/A	N/A	0	N/A	N/A	N/A

**Note:** Where application of the permitted variation shown in columns 2 and 3 above causes a Passenger Train Slot to fall within another defined hour or immediately before or immediately after the first and last times respectively shown above, the Train Operator's Firm Rights under paragraphs 3.1 and 3.2 shall be deemed to have been met.