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TEMPLATE

DATED _____ 200[]

Between

[] as Depot Facility Owner

- and -

[] as Beneficiary

[name of Depot]

DEPOT ACCESS AGREEMENT

(Access to a passenger service
operator's depot)

TABLE OF CONTENTS

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PAGE NO.

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THIS AGREEMENT is made on [

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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").

WHEREAS:-

- (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 Regulation 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;

- (b) the [] Depot Access Annexes dated [] (ORR Reference: [])
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 Regulation;

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

"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;

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;

"Network Rail" means Network Rail Infrastructure Limited, a company registered in England under number 2904587 having its registered office at 40 Melton Street, London, NW1 2EE (formerly named "Railtrack PLC", and referred to as "Railtrack" in the Depot Access Conditions).

"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;

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

"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

2.1.4 the Beneficiary has prepared a safety case in relation to the operation of trains, which safety case has been accepted in accordance with the Railways (Safety Case) Regulations 2000;

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

2.1.6 the Connection Agreement becoming effective in accordance with its terms (save for any condition relating to this Agreement becoming effective).

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 2.1.2 and 2.1.6; and

2.2.2 in the case of the Beneficiary, the conditions precedent contained in Clauses 2.1.1, 2.1.3 and 2.1.4.

2.3 Entry into effect

2.3.1 Clauses 1, 2, 4, 6, 9, 11 and 12 and Conditions A1, Q1 and Q3 shall come into effect and be binding on the parties immediately upon signature of this Agreement.

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.

5.1.3 Either party may, by not less than 150 days' notice to the other and the Office of Rail Regulation, effective not later than 60 days prior to the date on which the Strategic Rail Authority issues an invitation to tender pursuant to section 26 of the Act in respect of the railway passenger services (or part thereof) operated by either party, terminate this Agreement if it fails to reach agreement with the other party on any amendments it wishes to make to this Agreement.

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 Regulation for the purposes of this Clause 5.2, provided that the Office of Rail Regulation 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 Regulation 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 Regulation shall have given a notice to the parties pursuant to Condition B6.1 of the Depot Access Conditions; and
- (b) the Office of Rail Regulation 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.

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 six consecutive Accounting Periods; and

(g) **Franchise Agreement Termination**

Termination of the franchise agreement pursuant to which the Beneficiary provides passenger railway services unless the Beneficiary and the Strategic Rail Authority shall have entered into a further franchise agreement on or before the date of such termination.

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;

(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; and

(e) **Connection Agreement**

Termination of the Connection Agreement unless the Depot Facility Owner shall become a party to an agreement for connection of the Depot to the Network on or before the date which is not later than 30 days after the termination of the Connection Agreement.

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.

- (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 thereof) 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.

- (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 a notice under Clause 6.4.1(d) or Clause 6.4.2(c) shall not be earlier than 6 months after such notice is given and in the case of any other 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, seven 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 Regulation;
- (d) promptly after it has been served, a copy of the Termination Notice shall be sent by the party serving such notice to the Strategic Rail Authority at the address set out in paragraph 5 of

- (c) the Office of Rail Regulation shall have specified in the Office of Rail Regulation'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 Regulation stating its conclusions in relation to its review of the parties' arrangements under this Agreement in respect of any matter.

6.7 Termination by either party

Either party may terminate this Agreement by not less than 180 days' notice to the other and the Office of Rail Regulation to be effective not earlier than the first date upon which significant changes may be made to a timetable of railway passenger services published or procured to be published to the public by Network Rail, such date being one specified by the European Passenger Timetable Conference.

7. CHARGES FOR PERMISSION TO USE THE DEPOT

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.

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

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 Regulation 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 Regulation 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:

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 Regulation by notice to the Depot Facility Owner and the Beneficiary within 28 days after the giving of any directions by the Office of Rail Regulation 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 electronic or facsimile transmission (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

- (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.

9.3.1 the Strategic Rail Authority or its nominee shall have satisfied all relevant conditions precedent which are specified in Clause 2.1 (unless and to the extent that such conditions precedent shall have been waived);

9.3.2 the party whose rights and obligations are being novated shall not be released from any accrued but unperformed obligation, the consequences of any breach of this Agreement which is the subject of arbitration or litigation between the parties or any liability in respect of any act or omission under or in relation to this Agreement prior to, or as at the date of, any such novation (except to the extent that the Strategic Rail Authority or its nominee agrees to assume and be responsible for such unperformed obligation, such liability or the consequences of such breach in connection with the relevant novation); and

9.3.3 neither the Strategic Rail Authority nor its nominee shall be obliged, in connection with the novation, to agree to assume and be responsible for any unperformed obligation, liability or consequences of a breach referred to in Clause 9.3.2.

9.4 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.

9.5 Ceasing to be a facility owner

9.5.1 In this Clause 9.5 "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.

9.5.2 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 Regulation.

9.5.3 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 Regulation.

9.5.4 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

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.

13.2 Application to the Office of Rail Regulation and the Strategic Rail Authority

The Office of Rail Regulation and the Strategic Rail Authority shall have the right under the Contracts (Rights of Third Parties) Act 1999 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:

Registered office:
2. **Beneficiary:**
Name:

Registered office:
3. **Long-stop Date:**
The date which is [1 calendar month] from the date of this Agreement.
4. **Depot:**
The light maintenance depot known as [], as more particularly described in the Depot Access Conditions.
5. **Address of Strategic Rail Authority:**
The Strategic Rail Authority
55 Victoria Street
London
SW1H 0EU

Tel: 020 7654 6000
Fax: 020 7654 6010
6. **Track Access Agreement:**
Access contract dated [] between Network Rail 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: [])

[Address]

[Fax No.]

Address for service on the Beneficiary:

(Attention: [])

[Address]

[Fax No.]

2. Operating Notices

Details for Service on the Depot Facility Owner:

Relevant Employee

Fax No.

Details for Service on the Beneficiary:

Relevant Employee

Fax No.

SCHEDULE 3
FLEET VEHICLES

Type of Railway Vehicle

**Running Maintenance Programme (as defined in
Schedule 5)**

SCHEDULE 4
APPLICABLE SYSTEMS INTERFACES

The Applicable Systems Interfaces are such Systems Interfaces as are in full operational use by the parties at the Commencement Date for the exchange between the parties of all relevant information in respect of the following matters:

[]

together with, when fully developed and operational, the following specific Systems Interfaces:

[].

SCHEDULE 5
FLEET MAINTENANCE

1 Definitions

In this Schedule:

"**Abnormal Work**" means that work which needs to be carried out on any Part which is Incomplete in order to restore that Part to a condition in which Repair Work may properly be performed on it;

"**Abnormal Work Costs**" means, in respect of any Abnormal Work, the reasonable costs and expenses reasonably and properly incurred in carrying out or procuring that Abnormal Work;

"**Appendix**" means an appendix to this Schedule;

"**Component**" means any spare part of a type specified in paragraph 6 of Appendix 1 fitted to a Fleet Vehicle by the Depot Facility Owner in the performance of Vehicle Maintenance, Work Arising or Vehicle Repairs;

"**Incomplete**" means missing material components or being otherwise materially damaged, fair wear and tear excepted;

"**Part**" means any item of a type which when removed (other than temporarily) from a Fleet Vehicle is, as part of normal Depot procedures, ordinarily returned to its supplier for Repair Work;

"**Repair Work**" means that work normally carried out on a Part in order to overhaul it and return it to a condition in which it can properly be resupplied for use on or in connection with railway vehicles;

"**Running Maintenance Programme**" means, in respect of each type of Fleet Vehicle, the specification for Vehicle Maintenance and Work Arising set out in the documentation supplied to the Beneficiary by the owner of that Fleet Vehicle, as listed in column 2 of Schedule 3;

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

"**Vehicle Maintenance**" means the maintenance work and procedures set out in paragraph 1 of Appendix 1 to be carried out by the Depot Facility Owner as more fully described in the relevant Running Maintenance Programme;

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

- 3.3 If the Beneficiary does not receive or anticipates that it will not require to receive the whole of the Work Arising specified in paragraph 2 of Appendix 1 to be provided in an Accounting Period, the Beneficiary may request that the unperformed Work Arising 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 Work Arising of an amount equal to the unperformed Work Arising carried forward except where, and to the extent that:

3.3.1 the unperformed Work Arising carried forward exceeds 5% by value of the Work Arising specified in paragraph 2 of Appendix 1 to be provided in the Accounting Period from which that Work Arising is carried forward; or

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

4 Depot Facility Owner's Obligations

- 4.1 If the Depot Facility Owner reasonably believes that any Work Arising or Vehicle Repairs are required it shall:

4.1.1 carry out such Work Arising or Vehicle Repairs if the applicable Variable Charges or Contingent Charges in respect of such Work Arising or Vehicle Repairs are, in the reasonable opinion of the Depot Facility Owner, likely to be equal to or less than the amount set out in paragraph 4 of Appendix 1; or

4.1.2 inform the Beneficiary of the requirement for such Work Arising or Vehicle Repairs if the applicable Variable Charges or Contingent Charges in respect of such Work Arising or Vehicle Repairs are, in the reasonable opinion of the Depot Facility Owner, likely to be more than the amount set out in Paragraph 4 of Appendix 1 and carry out such Work Arising or Vehicle Repairs only at the request of the Beneficiary;

except, in relation to Work Arising in excess of the Minimum Level of Services and Vehicle Repairs, 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.

- 4.2 On receipt of a request for Vehicle Maintenance or Work Arising in excess of the Minimum Level of Services or for Vehicle Repairs, the Depot Facility Owner shall, as soon as reasonably practicable, notify the Beneficiary of the date and time for the completion of such Vehicle Maintenance, Work

5.1 The Beneficiary shall:

5.1.1 as soon as available, provide the Depot Facility Owner with such information in respect of the planned and actual usage of, and known and suspected defects in, the Fleet Vehicles as is reasonably necessary to enable the Depot Facility Owner to plan its Vehicle Maintenance, Work Arising and Vehicle Repairs workload;

5.1.2 as soon as available and from time to time, supply to the Depot Facility Owner a copy of the relevant Running Maintenance Programme for each type of Fleet Vehicle; and

5.1.3 reimburse to the Depot Facility Owner on demand any Abnormal Work Costs paid by the Depot Facility Owner from time to time if, and to the extent that, the Part in respect of which those Abnormal Work Costs are incurred is Incomplete other than by reason of a breach by the Depot Facility Owner of its obligations under this Agreement.

6 Performance Information

6.1 The Depot Facility Owner shall on a daily basis supply to the Beneficiary the performance information referred to in paragraph 5 of Appendix 1.

7 Warranty

7.1 The Depot Facility Owner warrants that it shall carry out Vehicle Maintenance, Work Arising and Vehicle Repairs in accordance with the relevant Running Maintenance Programme.

7.2 If the Depot Facility Owner has the benefit of any warranty from its contractor or supplier that a Component will not fail in service for a certain period or will be repaired or replaced in certain circumstances, then, if and to the extent that such warranty is, or becomes, assignable, the Depot Facility Owner, if and when requested by the Beneficiary, shall assign the benefit of and any rights arising under such warranty to the Beneficiary (or to such third party as the Beneficiary may nominate) and any such assignment will be in full and final settlement of any claim by the Beneficiary against the Depot Facility Owner in respect of that Component pursuant to Condition N1.4 or pursuant to Clause 8.5 in respect of a breach of obligation under or arising pursuant to Condition N1.4.

7.3 If and when requested by the Beneficiary from time to time, the Depot Facility Owner shall use all reasonable endeavours to establish and shall advise the Beneficiary whether and on what terms the Depot Facility Owner's contractor or supplier will offer to the Depot Facility Owner an assignable warranty in respect of any Component for an alternative period or of an alternative extent to any warranty in respect of such Component given by the contractor or supplier in question to the Depot Facility Owner as at the date of the Beneficiary's request. The Depot Facility Owner shall use all reasonable endeavours to obtain from its contractor or supplier any such warranty requested by the

APPENDIX 1 TO SCHEDULE 5
Fleet Maintenance and Level of Services

1 **Vehicle Maintenance**
Type of Examination

2 **Minimum Level of Services**
Consecutive
Accounting
Periods in each
Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Fleet Vehicle
Activity: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Work Arising: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Diagram:
The following Diagrams:

3 **Maximum Level of Services**
Consecutive
Accounting
Periods in each
Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Fleet Vehicle
Activity: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Work Arising: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

4 **Limit of Authority**

Fleet Vehicle	Limit
	[£.]

5 **Performance Information**

5.6 Details of known or suspected defects in Fleet Vehicles which have received Vehicle Maintenance,
Work Arising or Vehicle Repairs;

APPENDIX 2 TO SCHEDULE 5

Charges

1. **Vehicle Maintenance up to the Minimum Level of Services**
 Fleet Vehicle []
 Type of Examination Charge (£)

2. **Vehicle Maintenance in respect of the Variable Level of Services**
 Fleet Vehicle []
 Type of Examination Charge (£)

3. **Work Arising up to the Minimum Level of Services**
Charge (£)

4. **Work Arising in respect of the Variable Level of Services**
Charge (£)

5. **Vehicle Repairs**
 Fleet Vehicle []

 Task Fixed Labour Charge (£)

 Material Unit Cost (£)

 Labour Charge per hour £.

APPENDIX 3 TO SCHEDULE 5

Train Presentation Specification

SCHEDULE 6
FUELLING AND FUEL POINT EXAMS

1. Definitions

In this Schedule:

"Appendix" means an appendix to this Schedule;

"Depot Delivered Price" means the unit charge per litre of Gasoil delivered to the Depot as paid by the Depot Facility Owner;

"Fuel Point Exam" means the work and procedures to be carried out by the Depot Facility Owner as more fully described in the Fuel Point Exam Specification;

"Fuel Point Exam Specification" means, in respect of each type of Fleet Vehicle, the specification for a Fuel Point Exam as set out in the relevant Running Maintenance Programme (as defined in Schedule 5);

"Fuelling" means the replenishing of the Beneficiary's Traction Units with Gasoil to the levels of capacity as are set out in Appendix 3;

"Gasoil" means gasoil for traction conforming with BS 2869 Part II: 1988 Class A2 or better or equivalent, marked and dyed in accordance with HM Customs & Excise Regulations and including any additives which may properly be required;

"RSL VECOMAS" means the data base on which the ownership, lease and hire of Traction Units is registered by Network Rail as authorised for operation on the Network;

"Traction Unit" means a diesel locomotive, diesel multiple unit or other railway vehicle of a type listed in paragraph 3 of Appendix 1; and

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

2. Fuelling and Fuel Point Exams

2.1 The Depot Facility Owner shall provide the Beneficiary with Fuelling and Fuel Point Exams 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 Fuelling and Fuel Point Exams up to the Maximum Level of Services as specified in paragraph 2 of Appendix 1 at the

- 3.5 provide the Beneficiary with a detailed written record of the Fuelling of and Fuel Point Exams carried out on the Beneficiary's Traction Units with any invoice for charges submitted to the Beneficiary;
- 3.6 ensure that fuelling installations, and metering and gauging equipment, are constructed, operated, maintained and calibrated in accordance with the International Standards for Legal Metrology;
- 3.7 promptly provide the Beneficiary with any sample of Gasoil which the Beneficiary may reasonably demand; and
- 3.8 having carried out Fuelling or Fuel Point Exams, present trains for service in compliance with the Train Presentation Specification.

4. Beneficiary's Obligations

The Beneficiary shall use all reasonable endeavours to procure that the correct details of its Traction Units and the name of its accounting manager and the accounting office are entered and maintained on RSL VECOMAS.

5. General Conditions

The Depot Facility Owner shall be under no obligation to carry out Fuelling or Fuel Point Exams in respect of any Traction Unit if:

- 5.1 the Beneficiary has failed to comply with its obligations under paragraph 4 in respect of such Traction Unit; or
- 5.2 in the reasonable opinion of the Depot Facility Owner the mechanical condition of the Traction Unit would render it unsafe to do so.

6. Charging

- 6.1 The Depot Facility Owner's charge per litre of Gasoil shall be the aggregate of the average Depot Delivered Price of Gasoil over the preceding three complete calendar months together with a handling charge as specified in Paragraph 3 of Appendix 2 for the storage and replenishment of Gasoil and the provision of lubricants and coolants.
- 6.2 The Beneficiary shall pay to the Depot Facility Owner:
 - 6.2.1 the charges set out in paragraph 1 of Appendix 2 in respect of Fuel Point Exams up to the Minimum Level of Services; and

APPENDIX 1 TO SCHEDULE 6

Fuelling and Fuel Point Exams

1. **Minimum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Litres of Gasoil: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Fuel Point

Exams: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Diagram:

The following Diagrams:

2. **Maximum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Litres of Gasoil: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Fuel Point

Exams: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

3. **Traction Units**

4. **Daily Record**

APPENDIX 2 TO SCHEDULE 6

Charges

1. **Fuel Point Exams up to the Minimum Level of Services**
Traction Unit [] Charge (£)
2. **Fuel Point Exams comprised in the Variable Level of Services**
Traction Unit [] Charge (£)
3. **Handling Charge**
Minimum Level of Services £• per litre
Variable Level of Services £• per litre

APPENDIX 3 TO SCHEDULE 6
Train Presentation Specification

SCHEDULE 7
EXTERIOR CLEANING

1. Definitions

In this Schedule:

"Appendix" means an appendix to this Schedule;

"Hand Washing" means the cleaning of the exterior of a Fleet Vehicle by hand in accordance with methods and practices customarily used in good and prudent railway practice (including, where applicable, Railway Group Standards);

"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 Hand 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:

- 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;

5.1.3 the charges set out in paragraph 3 of Appendix 2 in respect of Hand Washing.

APPENDIX 1 TO SCHEDULE 7

Exterior Cleaning

1. Minimum Level of Services

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

Fleet Vehicles: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Diagram:

The following Diagrams:

2. Maximum Level of Services

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

Fleet Vehicles: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

3. Limit of Authority

Fleet Vehicle

Limit

[£.]

APPENDIX 2 TO SCHEDULE 7

Charges

1. **Machine Washing up to the Minimum Level of Services**
[£] per Fleet Vehicle
2. **Machine Washing comprised in the Variable Level of Services**
[£] per Fleet Vehicle
3. **Hand Washing**
Labour charge per hour

£[•]

APPENDIX 3 TO SCHEDULE 7

Washing Specification

APPENDIX 4 TO SCHEDULE 7
Train Presentation Specification

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" and "Stable" shall be construed accordingly; and

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

2. Provision of Stabling

2.1 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 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

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 different premises of the Depot Facility Owner; or

6.2.3 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 paragraph 6.3.

7. Charges

- 7.1 The Beneficiary shall pay to the Depot Facility Owner:

7.1.1 the charges set out in paragraph 1 of Appendix 2 in respect of Stabling up to the Minimum Level of Services; and

7.1.2 the charges set out in paragraph 2 of Appendix 2 in respect of Stabling comprised in the Variable Level of Services.

APPENDIX 1 TO SCHEDULE 8

Stabling Specification

1. **Minimum Level of Services**
Fleet Vehicle: Number

Diagram:
The following Diagrams:
2. **Maximum Level of Services**
Fleet Vehicle: Number
3. **Covered Accommodation**
Fleet Vehicle:
4. **Road Access**
Fleet Vehicle:
5. **Traction Current**
Yes/No If yes, type:
6. **Security arrangements required by the Beneficiary**
Fleet Vehicle:

APPENDIX 2 TO SCHEDULE 8

Charges

1. **Stabling up to Minimum Level of Services**
Charge per Fleet Vehicle: £

2. **Stabling comprised in the Variable Level of Services**
Charge per Fleet Vehicle: £

APPENDIX 3 TO SCHEDULE 8
Train Presentation Specification

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;

"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; and

"Wheel Repairs" means any work required in relation to the wheels or the Fleet Vehicles in consequence or as a result of, or in addition to, Wheel Re-Profiling and/or UAT.

2. Wheel Re-Profiling and UAT

2.1 The Depot Facility Owner shall provide the Beneficiary with Wheel Re-Profiling 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.

2.2 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 If the Depot Facility Owner reasonably believes that any Wheel Repairs are required it shall:

3.1.1 carry out such Wheel Repairs if the applicable Access Charges in respect of such work are, in the reasonable opinion of the Depot Facility Owner, likely to be equal to or less than the amount set out in paragraph 1 of Appendix 2; or

APPENDIX 1 TO SCHEDULE 9

Charges

1. Wheel Re-Profiling

[£] per axle

2. UAT

[£] per axle.

3. Wheel Repairs

Task

Fixed labour charge (£)

Material

Unit Cost (£)

Labour charge per hour

[£•]

APPENDIX 2 TO SCHEDULE 9

Authority

1. Limit of Authority
Fleet Vehicle

Limit

[]

[£•]

APPENDIX 3 TO SCHEDULE 9
Train Presentation Specification

SCHEDULE 10
INTERIOR CLEANING

1. Definitions

In this Schedule:

"Appendix" means an appendix to this Schedule;

"Cleaning" means Exceptional Cleaning and Regular Cleaning;

"Cleaning Specification" means the specification referred to in Appendix 3;

"Exceptional Cleaning" means the non-periodic cleaning of the interior of a Fleet Vehicle in accordance with methods and practices customarily used in good and prudent railway practice;

"Regular Cleaning" means the periodic cleaning of the interior of a Fleet Vehicle in accordance with methods and practices customarily used in good and prudent railway practice; and

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

2. Provision of Regular Cleaning

2.1 The Depot Facility Owner shall provide the Beneficiary with Regular Cleaning 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 Regular Cleaning 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 Regular Cleaning specified in paragraph 2 of Appendix 1 to be provided in an Accounting Period, the Beneficiary may request that the unperformed Regular Cleaning 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 Regular Cleaning of an amount equal to the unperformed Regular Cleaning carried forward except where, and to the extent that:

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

- 5.1.1 the charges set out in paragraph 1 of Appendix 2 in respect of Regular Cleaning up to the Minimum Level of Services;
- 5.1.2 the charges set out in paragraph 2 of Appendix 2 in respect of Regular Cleaning comprised in the Variable Level of Services; and
- 5.1.3 the charges set out in paragraph 3 of Appendix 2 in respect of Exceptional Cleaning.

APPENDIX 1 TO SCHEDULE 10

Regular Cleaning

1. Minimum Level of Services

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

Fleet Vehicles: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Diagram:

The following Diagrams:

2. Maximum Level of Services

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

Fleet Vehicles: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

3. Limit of Authority

Fleet Vehicle

Limit

[]

[£•]

APPENDIX 2 TO SCHEDULE 10

Charges

- | | | |
|----|---|---|
| 1. | Regular Cleaning up to the Minimum Level of Services | |
| | Charge per Fleet Vehicle | £ |
| 2. | Regular Cleaning comprised in the Variable Level of Services | |
| | Charge per Fleet Vehicle | £ |
| 3. | Exceptional Cleaning | |
| | Charge per Fleet Vehicle | £ |

APPENDIX 3 TO SCHEDULE 10

Cleaning Specification

APPENDIX 4 TO SCHEDULE 10

Train Presentation Specification

SCHEDULE 11
OFF-DEPOT SERVICES

1. Definitions

In this Schedule:

"Appendix" means an appendix to this Schedule;

"Off-Depot Services" means those services referred to in paragraph 1 of Appendix 1;

"Services Specification" means the specification referred to in paragraph 2 of Appendix 1; and

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

2. Depot Facility Owner's Obligations

2.1 The Depot Facility Owner shall provide the Beneficiary with Off-Depot Services for such of the Fleet Vehicles and at such times as the Beneficiary may in each case 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, having carried out Off-Depot Services, shall present trains for service in compliance with the Train Presentation Specification.

3. Warranty

The Depot Facility Owner warrants that it shall carry out all Off-Depot Services in accordance with the Services Specification.

4. Charging

The Beneficiary shall pay to the Depot Facility Owner the charges set out in paragraph 1 of Appendix 2 in respect of the Off-Depot Services.

APPENDIX 1 TO SCHEDULE 11

Off-Depot Services

1. **Description of Services**
2. **Services Specification**

APPENDIX 2 TO SCHEDULE 11

Charges

1. Off-Depot Services

Fleet Vehicle []

Services

Charge (£)

APPENDIX 3 TO SCHEDULE 11
Train Presentation Specification

SCHEDULE 12
DEPOT ACCESS

1. Definitions

In this Schedule:

"Access" means the right for Fleet Vehicles to enter and leave the Depot as specified in paragraph 3 of Appendix 1;

"Adjacent Network" means network (other than the Network) of which the Depot Facility Owner is not the facility owner and which is situated adjacent to the Depot Network;

"Adjacent Network Connection" means the physical, electrical and electronic connection severally and integrally between all relevant elements of the Adjacent Network and the corresponding relevant elements of the Depot Network;

"Appendix" means an appendix to this Schedule; and

"Depot Network" means network of which the Depot Facility Owner is the facility owner and which is situated on the Depot.

2. Provision of Access

2.1 The Depot Facility Owner shall provide the Beneficiary with Access 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 Access 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 Access specified in paragraph 1 of Appendix 1 to be provided in an Accounting Period, the Beneficiary may request that the unperformed Access 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 Access of an amount equal to the unperformed Access carried forward except where, and to the extent that:

The Beneficiary shall ensure that all Fleet Vehicles are in a safe condition and appropriately maintained during Access.

5. **Charges**

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 Access up to the Minimum Level of Services; and

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

APPENDIX I TO SCHEDULE 12

Depot Access

1. Minimum Level of Services

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

Fleet Vehicles: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Diagram:

The following Diagrams:

2. Maximum Level of Services

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

Fleet Vehicles: [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

3. Identified Route

APPENDIX 2 TO SCHEDULE 12

Charges

- | | | |
|----|--|---|
| 1. | Access up to the Minimum Level of Services | |
| | Charge per Fleet Vehicle: | £ |
| | | |
| 2 | Access comprised in the Variable Level of Services | |
| | Charge per Fleet Vehicle: | £ |

SCHEDULE 13
BENEFICIARY MINUTES DELAY

Part A Allowable Beneficiary Minutes Delay

[] minutes per Accounting Period

Part B Beneficiary Minutes Delay Cap

[] minutes in respect of each incidence of Beneficiary Minutes Delay

Part C Beneficiary Minutes Delay Threshold

[] minutes in respect of each incidence of Beneficiary Minutes Delay

Part D Rates of payment

£[] per minute of Excess Beneficiary Minutes Delay

SCHEDULE 14
DFO MINUTES DELAY

Part A Allowable DFO Minutes Delay

[] minutes per Accounting Period

Part B DFO Minutes Delay Cap

[] minutes in respect of each incidence of DFO Minutes Delay

Part C DFO Minutes Delay Threshold

[] minutes in respect of each incidence of DFO Minutes Delay

Part D Rates of payment

£[] per minute of Excess DFO Minutes Delay

SCHEDULE 15
PERFORMANCE RELATED PAYMENTS
BY BENEFICIARY

Part 1: Performance Criteria by reference to which liquidated damages payable by the Beneficiary are calculated

Performance Criteria	Rate of Liquidated Damages

Part 2: Performance Criteria by reference to which incentive payments payable by the Beneficiary are calculated

Performance Criteria	Incentive Payments

SCHEDULE 16
PERFORMANCE RELATED PAYMENTS BY
DEPOT FACILITY OWNER

Part 1: Performance Criteria by reference to which liquidated damages payable by the Depot Facility Owner are calculated

Performance Criteria	Rate of Liquidated Damages

Part 2: Performance Criteria by reference to which incentive payments payable by the Depot Facility Owner are calculated

Performance Criteria	Incentive Payments

SCHEDULE 17

REMEDIES

- (1) The amount referred to in Clause 8.4.1(b)(i) is [].
- (2) The amount referred to in Clause 8.4.1(b)(ii) is [].
- (3) The amount referred to in Clause 8.4.1(c)(i) is [].
- (4) The amount referred to in Clause 8.4.1(c)(ii) is [].
- (5) The amount referred to in Clause 8.4.1(d)(i) is [].
- (6) The amount referred to in Clause 8.4.1(d)(ii) is [].

SCHEDULE 18
NOTIFIABLE CONDITION

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

Signed by []
duly authorised for and on behalf of
the Beneficiary