

Network Rail Infrastructure Limited  
1 Eversholt Street  
London  
NW1 2DN



13 May 2016

**Seventy Third supplemental agreement to the track access contract between Network Rail Infrastructure Limited and Arriva Trains Wales/Trenau Arriva Limited**

Pursuant to section 22A of, and in accordance with paragraph 5 of Schedule 4 to, the Railways Act 1993, and having consulted you, Network Rail Infrastructure Limited and Arriva Trains Wales/Trenau Arriva Limited, as the persons who are stated in an application made by Arriva Trains Wales/Trenau Arriva Limited on 12 January 2016 to be the parties to the above proposed supplemental agreement, I hereby direct you, Network Rail Infrastructure Limited, to enter into the supplemental agreement, in the form and content as described in the Schedule hereto, not later than 16 May 2016.

You shall be released from the duty to enter into the supplemental agreement in question if the said Arriva Trains Wales/Trenau Arriva Limited fails to enter into the proposed supplemental agreement, on the terms as aforesaid, by a date which is not later than 16 May 2016.

A copy of these directions has been sent to Arriva Trains Wales/Trenau Arriva Limited.

These directions are issued this 13th day of May 2016.

A handwritten signature in black ink that reads 'Ian Williams'.

**Ian Williams**

**Duly authorised by the Office of Rail and Road**



**SCHEDULE**

**SEVENTY THIRD SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**ARRIVA TRAINS WALES/ TRENAU ARRIVA CYMRU LIMITED**

---

**relating to Schedules 5 & 8**

---

## THIS SEVENTY THIRD SUPPLEMENTAL AGREEMENT

is dated 2016 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("**Network Rail**"), a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) **ARRIVA TRAINS WALES/TRENAU ARRIVA CYMRU LIMITED** (the "**Train Operator**"), a private company limited by shares registered in England and Wales under company number 04337645, having its registered office at St. Mary's House, 47 Penarth Road, Cardiff CF10 5DJ.

### Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 5 February 2004 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "**Contract**");
- B. Network Rail and the Train Operator have been directed by the Office of Rail and Road pursuant to Section 22A of the Act to enter into this Supplemental Agreement.

**IT IS HEREBY AGREED** as follows:

### 1. INTERPRETATION

In this Supplemental Agreement, words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise; and

"**Effective Date**" shall mean the later of:

- a) 15<sup>th</sup> May 2016 at 02:00; and
- b) the date on which the parties enter into this Supplemental Agreement pursuant to directions issued by the Office of Rail and Road under Section 22A of the Act.

### 2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect on the Principal Change Date 2017.

### 3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5, Table 2.1: Passenger Train Slots, and that part of the table relating to Service Group HL08 North Wales Interurban (Winter), the rows relating to Descriptions 8.2.2, 8.2.3, 8.2.7, 8.2.8, 8.2.9, 8.2.10, 8.2.12 and 8.2.14 shall be replaced in their entirety by those rows shown in Annex A to this Supplemental Agreement.
- 3.2 In Schedule 5, Table 2.1: Passenger Train Slots, and that part of the table relating to Service Group HL08 North Wales Interurban (Summer), the rows relating to Descriptions 8.2.2, 8.2.3, 8.2.7, 8.2.8, 8.2.9, 8.2.10, 8.2.12 and 8.2.14 shall be replaced in their entirety by those rows shown in Annex B to this Supplemental Agreement.
- 3.3 Schedule 8 shall be amended by the deletion of that part of Appendix 1 referring to HL08 North Wales Interurban and its replacement by a new part as set out in Annex C to this Supplemental Agreement.

**4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms and with effect from and including the Effective Date and during the period in which the amendments made by this Supplemental Agreement are to have effect all references in the Contract to the "contract", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

**5. LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

**6. COUNTERPARTS**

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

**7. THIRD PARTY RIGHTS**

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

**IN WITNESS WHEREOF** Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY )  
 )  
for and on behalf of )  
 )  
**NETWORK RAIL** )  
**INFRASTRUCTURE LIMITED** )

SIGNED BY )  
 )  
for and on behalf of )  
 )  
**ARRIVA TRAINS WALES/** )  
**TRENAU ARRIVA CYMRU LIMITED** )

## Annex A

**Table 2.1: Passenger Train Slots**

Service Group: HL08						Passenger Train Slots		
Service Description: North Wales Interurban (Winter)								
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Chester	Manchester Airport	Manchester Piccadilly	8.2.2	22345000	150	3	1	0
Chester	Manchester Piccadilly	Earlestown	8.2.3	22345000	150	2	5	15
Llandudno	Manchester Airport	Manchester Piccadilly	8.2.7	22345000	150	5	10	0
Llandudno	Manchester Piccadilly	Earlestown	8.2.8	22345000	150	10	3	0
Manchester Airport	Chester	Manchester Piccadilly	8.2.9	22345000	150	3	2	0
Manchester Airport	Llandudno	Manchester Piccadilly	8.2.10	22345000	150	6	9	0
Manchester Airport	Bangor	Earlestown	8.2.11	22345000	150	0	1	0
Manchester Piccadilly	Chester	Earlestown	8.2.12	22345000	150	11	4	15
Manchester Piccadilly	Llandudno	Earlestown	8.2.14	22345000	150	1	3	0

”

## Annex B

**Table 2.1: Passenger Train Slots**

1						2		
Service Group: HL08						Passenger Train Slots		
Service Description: North Wales Interurban (Summer)								
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Chester	Manchester Airport	Manchester Piccadilly	8.2.2	22345000	150	3	1	0
Chester	Manchester Piccadilly	Earlestown	8.2.3	22345000	150	2	5	15
Llandudno	Manchester Airport	Manchester Piccadilly	8.2.7	22345000	150	5	10	0
Llandudno	Manchester Piccadilly	Earlestown	8.2.8	22345000	150	10	3	0
Manchester Airport	Chester	Manchester Piccadilly	8.2.9	22345000	150	3	2	0
Manchester Airport	Llandudno	Manchester Piccadilly	8.2.10	22345000	150	6	9	0
Manchester Airport	Bangor	Earlestown	8.2.11	22345000	150	0	1	0
Manchester Piccadilly	Chester	Earlestown	8.2.12	22345000	150	11	4	15
Manchester Piccadilly	Llandudno	Earlestown	8.2.14	22345000	150	1	3	0

”

# Annex C

ii

A	B	Network Rail			Train Operator			J	K	L	M	N	O
		Performance Point	Payment Rate		Performance Point	Payment Rate							
			Not used	Not used		Total	Not used						
HL08	1			1	0		45	100	340	Crewe/Chester - Llandudno - Bangor - Holyhead	Forward	Llandudno Junction	1
	1								340	Crewe/Chester - Llandudno - Bangor - Holyhead	Forward	Bangor (Gwynedd)	1
North Wales	1								340	Crewe/Chester - Llandudno - Bangor - Holyhead	Forward	Holyhead	1
Inter-Urban	1								340	Crewe/Chester - Llandudno - Bangor - Holyhead	Forward	Chester	1
All Trains	1								340	Crewe/Chester - Llandudno - Bangor - Holyhead	Reverse	Bangor (Gwynedd)	1
									340	Crewe/Chester - Llandudno - Bangor - Holyhead	Reverse	Llandudno Junction	1
									340	Crewe/Chester - Llandudno - Bangor - Holyhead	Reverse	Chester	1
									340	Crewe/Chester - Llandudno - Bangor - Holyhead	Reverse	Crewe	1
									345	Stockport/Man-Warr B Qy-Ctr-Ltd-Bangor-Holyhead	Forward	Llandudno Junction	1
									345	Stockport/Man-Warr B Qy-Ctr-Ltd-Bangor-Holyhead	Forward	Holyhead	1
									345	Stockport/Man-Warr B Qy-Ctr-Ltd-Bangor-Holyhead	Forward	Chester	1
									345	Stockport/Man-Warr B Qy-Ctr-Ltd-Bangor-Holyhead	Reverse	Manchester Oxford Road	1
									345	Stockport/Man-Warr B Qy-Ctr-Ltd-Bangor-Holyhead	Reverse	Chester	1
									345	Stockport/Man-Warr B Qy-Ctr-Ltd-Bangor-Holyhead	Reverse	Manchester Airport	1

11