

# **Ninth Supplemental Agreement**

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**EAST MIDLANDS TRAINS LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 2<sup>nd</sup> March 2016.

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**THIS NINTH SUPPLEMENTAL AGREEMENT** is dated 14<sup>th</sup> July 2017 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **EAST MIDLANDS TRAINS LIMITED**, (the "Train Operator"), a company registered in England under number 05340682 having its registered office at Friars Bridge Court, 41-45 Blackfriars Road, London SE1 8NZ.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 2<sup>nd</sup> March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act (this track access contract is hereafter referred to as the "**Contract**").
- (B) The parties propose to enter into this Supplemental Agreement in order to amend Schedule 5.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

- (A) 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
- (B) "Effective Date" means: 0200, 15 July 2017.
- (C) "Expiry Date" means: 0200, 17 July 2017.

2. **OFFICE OF RAIL AND ROAD – GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

3. **EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the Contract.

4. **AMENDMENTS TO THE CONTRACT**

4.1 That part of Table 2.2 in Schedule 5 of the Contract shall be amended by the insertion of the following new entry (with the table headings included for ease of reference only):

1					2					
Service Group : EM05 East Midlands Inter Urban										
Service description: 22152000 : London St Pancras International – Derby – Sheffield (Semi-Fast) 22154000: London St Pancras International – Nottingham (Semi-Fast) 22156000: London St Pancras International – Kettering (Semi-Fast)					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
						morning Peak	evening Peak			
Derby	Whitby	Dronfield, Sheffield, Milford Jn and York	EM05	22152000	0	0	0	0	1	0
Whitby	Derby	York, Milford Jn, Sheffield and Dronfield	EM05	22152000	0	0	0	0	1	0

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

The Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, 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.

6. **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.

7. **LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

8. **COUNTERPARTS**

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

**IN WITNESS** whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written

**SIGNED** by.....

Print name.....

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by..... *Jill King*

Print name..... *J. H. KELEY*

Duly authorised for and on behalf of  
**EAST MIDLANDS TRAINS LIMITED**