

# 74<sup>th</sup> Supplemental Agreement

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

**and**

**FIRST MTR SOUTH WESTERN TRAINS LIMITED**  
as Train Operator

**relating to**

**the Track Access Contract (Passenger Services) dated 20 May 2004**

## CONTENTS

1.	INTERPRETATION	3
2.	EFFECTIVE DATE AND TERM	3
3.	AMENDMENTS TO TRAIN OPERATORS REGISTERED ADDRESS	4
4.	AMENDMENTS TO SCHEDULE 5	4
5.	GENERAL	5
6.	THIRD PARTY RIGHTS	5
7.	LAW	5
8.	COUNTERPARTS	6

**THIS 74th SUPPLEMENTAL AGREEMENT is dated 22/2/18 and made between:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **FIRST MTR SOUTH WESTERN TRAINS LIMITED**, a company registered in England under number 07900320 having its registered office at, 4<sup>th</sup> Floor, Capital House, Chapel Street, London, NW1 5DH (the "Train Operator").

**WHEREAS:**

- (A) Network Rail and South West Trains Limited entered into a Track Access Contract (Passenger Services) dated 20 May 2004 in a form approved by the Office of Rail and Road ("ORR"), pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The rights and obligations of South West Trains Limited under the Contract were transferred to Stagecoach South Western Trains Limited pursuant to a transfer scheme made by the Secretary of State for Transport on 4 February 2007 under Schedule 21 of the Transport Act 2000.
- (C) The rights and obligations of Stagecoach South Western Trains Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 20 August 2017 under Schedule 2 of the Transport Act 2005.
- (D) The parties now propose to enter into this Supplemental Agreement to vary the Contract in the manner and on the terms set out below.

**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 the later of the date upon which the ORR issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement and 0200 hours on 10 March 2018.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. **AMENDMENTS TO TRAIN OPERATOR'S REGISTERED ADDRESS**

In the preamble to the Contract, the Train Operator's registered address shall be deleted and replaced with the following:

"(2) First MTR South Western Trains Limited, a company registered in England under number 07900320 having its registered office at, 4<sup>th</sup> Floor, Capital House, Chapel Street, London, NW1 5DH (the "Train Operator")."

4. **AMENDMENTS TO SCHEDULE 5**

Schedule 5 Table 2.1 of Annex 5A of the Contract shall be amended by adding the row relating to the service shown in Table 1.

Table 2.1: Passenger Train Slots											
1						2					
Service Group: HY01											
Service description: Main Suburban						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						morning Peak	evening Peak				
Waterloo	Chessington South	Direct	Stopping (1.1)	24673405	455	~	~	1	1	~	~

Table 1 (row to be added in Table 2.1 in Annex 5A)

Schedule 5 Table 4.1 of Annex 5A of the Contract shall be amended by adding the row relating to the service shown in Table 2.

Table 4.2: Calling Patterns						
1			2		3	
Service Group: HY01						
Service description: Main Suburban						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Waterloo	Chessington South	Direct	Stopping (1.1)	24673405	Vauxhall, Clapham Junction, Earlsfield, Wimbledon, Raynes Park, Motspur Park, Malden Manor, Tolworth, Chessington North.	

Table 2 (row to be added in Table 4.1 in Annex 5A)

Schedule 5 Table 2.1 of Annex 5E of the Contract shall be amended by deleting the row relating to the service shown in Table 3.

Table 2.1: Passenger Train Slots											
1						2					
Service Group: HY05											
Service description: Windsor Lines (Inner)						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						morning Peak	evening Peak				
Strawberry Hill	Waterloo (W)	(TW)	Stopping	24671605	455	~	~	1	1	1	~

Table 3 (row to be deleted in Table 2.1 in Annex 5E)

Schedule 5 Table 2.1 of Annex 5E of the Contract shall be amended by adding the row relating to the service shown in Table 4.

Table 2.1: Passenger Train Slots											
1						2					
Service Group: HY05											
Service description: Windsor Lines (Inner)						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						morning Peak	evening Peak				
Strawberry Hill	Waterloo(W)	(TW)	Stopping	24671605	455	~	~	2	2	1	~

Table 4 (row to be added in Table 2.1 in Annex 5E)

## 5. GENERAL

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 *Becky Limlock* .....  
Print name..... *BECKY LIMLOCK* .

duly authorised for and on behalf of  
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by *Andrew Meadows* .....  
Print name... *ANDREW MEADOWS* ...

duly authorised for and on behalf of  
FIRST MTR SOUTH WESTERN TRAINS LIMITED