

Eighth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

HULL TRAINS COMPANY LIMITED

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 17 March 2016

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THIS EIGHTH SUPPLEMENTAL AGREEMENT is dated 16TH MAY 2018 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; and
- (2) **HULL TRAINS COMPANY LIMITED**, (the “Train Operator”), a private company limited by shares registered in England under company number 3715410, having its registered office at 4th Floor, Europa House, 184 Ferensway, Hull HU1 3UT.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 17 March 2016 following directions issued by the Office of Rail and Road pursuant to Section 17 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 is hereafter referred to as the “Agreement”).
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Agreement as described herein.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

- 1.1 Words and expressions defined in and rules of interpretation set out in the Agreement shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise.
- 1.2 “Effective Date” means 00.01 hours 27th May 2018.

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 Agreement pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Agreement.

4. **AMENDMENTS TO SCHEDULE 8**

- 4.1 Appendix 1 of Schedule 8 will be deleted and replaced in its entirety with the version set out in Appendix 1 to this supplemental agreement.

The parties are seeking to make this amendment in order to adjust the values in columns B and F of Appendix 1 to neutralise the impact of changes made to berthing offsets.

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

The Agreement, 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 Agreement to “the Agreement”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Agreement 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. *R. M. G. W. T. O. S. M.*.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....

Duly authorised for and on behalf of
HULL TRAINS COMPANY LIMITED

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 .....

Print name L. MENDHAM.....

Duly authorised for and on behalf of
HULL TRAINS COMPANY LIMITED

APPENDIX 1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				TOC				Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
PF01 Beverley – London King's Cross All Trains	2014-15	✗		✗	✗			✗	90	180	750	Beverley – London Kings Cross	Forward (southbound)	Hull Selby Grantham London Kings Cross	✗ ✗ ✗ ✗
	2015-16	✗											Reverse (northbound)	Doncaster Selby Hull Beverley	✗ ✗ ✗ ✗
	2016-17	✗													
	2017-18	✗													
	2018-19	✗													