

First Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

LOCOMOTIVE SERVICES (TOC) LIMITED
as Train Operator

relating to the Track Access Contract (Charter Passenger
Services) dated 17 July 2017

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THIS FIRST SUPPLEMENTAL AGREEMENT is dated 20th July 2018 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587 having its registered office at One Eversholt Street, London, NW1 2DN; and
- (2) **LOCOMOTIVE SERVICES (TOC) LIMITED**, (the "Train Operator"), a company registered in England under number 10375954 having its registered office at Craven House, 16 Northumberland Avenue, London WC2N 5AP

WHEREAS:

- (A) The parties entered into a Track Access Contract (Charter Passenger Services) dated 17 July 2017 pursuant to a General Approval issued by the Office of Rail and Road (then Office of Rail Regulation) entitled "Passenger Access (Model Charter Track Access Contract) General Approval 2009", as amended by various supplemental agreements (which Track Access Contract is hereafter referred to as the "Contract").
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

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;
- (B) "Effective Date" means the date of this First Supplemental Agreement.

2. **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Model Charter Track Access Contract) 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 on the expiry or earlier termination of the Contract.

4. **AMENDMENTS TO THE CONTRACT**

4.1 In Clause 1.1 the definition of "Expiry Date" shall be deleted and replaced with:

"**Expiry Date**" means 31st December 2019".

4.2 In Clause 2 of Schedule 1: Contact particulars the details for the Train Operator shall be deleted and replaced with:

2. The Train Operator's address for the service of notices is:

Managing Director, Locomotive Services (TOC) Limited, Crewe Diesel Depot, Nantwich Road, Crewe, CW2 6GT
Email: info@lsltoc.co.uk

All written notices to be marked:

"URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR"

Company Secretary, Locomotive Services (TOC) Limited, 2, Whiteheads Lane, Bradford-on-Avon, Wiltshire, BA15 1JU

Tel: 01225866205

Email: harriet.feilding@royalscot.org.uk

and copied to:

Managing Director, Locomotive Services (TOC) Limited, Crewe Diesel Depot, Nantwich Road, Crewe, CW2 6GT
Email: info@lsltoc.co.uk

4.3 In Clause 8.1.1 the definition of 'Relevant Train Operator Mileage' shall be deleted and replaced with: "**Relevant Train Operator Mileage**" means, in respect of any Financial Year, the aggregate mileage travelled by all empty coaching stock and passenger services operated by the Train Operator under this contract during that Financial Year as recorded in Network Rail's billing systems (unless there is a manifest error in such figure);

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.....

Print name.....

Duly authorised for and on behalf of

LOCOMOTIVE SERVICES (TOC) LIMITED