

THIRTEENTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

HULL TRAINS COMPANY LIMITED
as Train Operator

**relating to the Track Access Contract dated 17 March
2016**

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THIS THIRTEENTH SUPPLEMENTAL AGREEMENT is dated *8th May* 2019 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 (the "Agreement").
- (B) The parties wish to amend the Agreement in the terms described below.

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 Agreement shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise.

2. EFFECTIVE DATE AND TERM

2.1 The amendments made to the Agreement as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Subsidiary Change Date 2020.

2.2 "Effective Date" means the later of:

- a) the date on which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
- b) 02:00 on the Subsidiary Change Date 2019.

3. AMENDMENTS TO THE AGREEMENT

- 3.1 The heading "*Table 2.2: Additional Passenger Train Slots – NOT USED*" which follows paragraph 2.3 in Schedule 5 shall be deleted and replaced by the heading and table as set out in in Appendix 1 to this Supplemental Agreement.
- 3.2 Paragraphs 2.4 and 2.5 of Schedule 5, which are specified as "not used" shall be deleted and replaced with new paragraphs 2.4 and 2.5 as set out in Appendix 2 to this Supplemental Agreement.

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

The parties agree that 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.

5. **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.

6. **LAW**

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

7. **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.

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

SIGNED by)
)
duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)



SIGNED by)
)
duly authorised for and on behalf of)
HULL TRAINS COMPANY LIMITED)



A.J. WHITE

APPENDIX 1

**Table 2.2: Additional Passenger Train Slots*

1						2		
Service Group PF01								
Service description – London King’s Cross – Beverley						Additional Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
London King’s Cross	Hull	Hatfield Retford Selby	1.3	21750001	180	0	1 ¹	0
Hull	London King’s Cross	Hatfield Retford Selby	1.3	21750001	180	0	1 ¹	0

Notes to Table:

¹ From the Subsidiary Change Date 2020 this Table 2.2 and paragraphs 2.4 and 2.5 will revert to “Not used”..”

APPENDIX 2

**Additional Passenger Train Slots*

- 2.4 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 and on the Days so listed.
- 2.5 A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:
- a Contingent right to call at any station listed in Table 4.1;
 - a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and
 - a Contingent Right to combine Passenger Train Slots to provide a through Service.”