

Twenty Seventh Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

FIRST TRENITALIA WEST COAST RAIL LIMITED
as Train Operator

relating to the Track Access Contract (Passenger Services)
dated 1 September 2011

CONTENTS

1.	INTERPRETATION	3
2.	EFFECTIVE DATE AND TERM	3
3.	AMENDMENTS TO SCHEDULE 5	3
4.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	4
5.	THIRD PARTY RIGHTS	4
6.	LAW	4
7.	COUNTERPARTS	5

THIS TWENTY SEVENTH SUPPLEMENTAL AGREEMENT is dated 12th December 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) **FIRST TRENITALIA WEST COAST RAIL LIMITED**, (the "Train Operator"), a company registered in England under number 10349442 having its registered office at 4th Floor Capital House, 25 Chapel Street, London, NW1 5DH

WHEREAS:

- (A) Network Rail and the Secretary of State for Transport entered into a Track Access Contract (Passenger Services) dated 1 September 2011 in a form approved pursuant to Section 17 of the Act, (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The rights and obligations of the Secretary of State for Transport under the Contract were transferred to the West Coast Trains Limited by a Deed of Novation made on 26 October 2011.
- (C) The rights and obligations of West Coast Trains Limited under the Contract were transferred to the Train Operator on 8 December 2019 pursuant to a transfer scheme made by the Secretary of State for Transport under Schedule 2 of the Transport Act 2005.
- (D) The parties propose to enter into this Twenty Seventh Supplemental Agreement in order to amend the Contract as described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 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:
 - (i) 02:00 on the Principal Change Date 2019; and
 - (ii) the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

- 2.1** The amendments made 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 Date or earlier termination of the Contract.

3. AMENDMENTS TO SCHEDULE 5

- 3.1** In Schedule 5 Table 2.1 of the Contract, Service Group 6 shall be deleted and replaced with the version as set out in Annex A to this Supplemental Agreement.
- 3.2** In Schedule 5 Table 4.1 of the Contract, Service Group 6 shall be deleted and replaced with the version as set out in Annex B to this Supplemental Agreement

4. **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.

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 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.....*J. Golding*.....

Print name.....*J. GOLDING*.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....*J.A. Dunstan*.....

Print name.....*J.A. DUNSTON*.....

Duly authorised for and on behalf of
FIRST TRENITALIA WEST COAST RAIL LIMITED

ANNEX A

Table 2.1: Passenger Train Slot

1						2					
Service Group 6: London Euston to Preston, Lancaster, Blackpool North and Glasgow Central											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London Euston	Glasgow Central	WCML, Trent Valley	HF06.1	22112001	Class 390 – 125	N/A	5	10	15	13	11
London Euston	Lancaster	WCML, Trent Valley	HF06.2	22112001	Class 390 – 125	N/A	1	1 ³	2 ⁴	N/A	N/A
London Euston	Preston	WCML, Trent Valley	HF06.3	22112001	Class 390 – 125	N/A	1 ³	1 ⁵	2	2	2
Glasgow Central	London Euston	WCML, Trent Valley	HF06.4	22112001	Class 390 – 125	2	N/A	13	15	14	9
Lancaster	London Euston	WCML, Trent Valley	HF06.5	22112001	Class 390 – 125	N/A	N/A	N/A	N/A	1	N/A
Preston	London Euston	WCML, Trent Valley	HF06.6	22112001	Class 390 – 125	1	N/A	N/A	1 ^{3, 5}	N/A	3
Blackpool North	Crewe	Preston/WCML	HF06.7	22112001	Class 221T	N/A	N/A	1	1	N/A	N/A
Preston	Blackpool North	Direct	HF06.8	22112001	Class 221T	N/A	N/A	1	1 ⁵	N/A	N/A
London Euston	Blackpool North	Preston/WCML	HF06.9	22112001	Class 390	N/A	N/A	2	2	2	NA
Blackpool North	Euston	Preston/WCML	HF06.10	22112001	Class 390	N/A	N/A	2	2	2	NA
London Euston	Blackpool North	Preston/WCML	HF06.11	22112001	Class 221T	N/A	N/A	1 ⁷	1 ⁷	N/A	N/A

Notes to Table:

- 1 Peak times – arriving London Euston between 07.30 and 10.30, departing London Euston between 15.30 and 18.30
2 Off-Peak times - arriving at and departing from a relevant station outside Peak times
3 Plus one on Fridays only

- 4 Plus one on Fridays only
- 5 One service shall start at Lancaster
- 6 This service shall be combined with the Evening Peak Service in HF06.3 in order to provide a through Service from London Euston to Blackpool North
- 7 Fridays only
- 8 Monday to Thursday only

ANNEX B

Table 4.1: Calling Patterns

1					2	3
Service Group 6: London Euston to Preston, Lancaster, Blackpool North and Glasgow Central						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Euston	Glasgow Central	WCML, Trent Valley	HF06.1	22112001	Warrington Bank Quay, Wigan North Western Preston, Lancaster, Oxenholme Lake District or Penrith and Carlisle ¹	Watford Junction, Milton Keynes Central, Rugby, Nuneaton, Tamworth Low Level, Lichfield Trent Valley, Stafford, Crewe, Lockerbie, Motherwell
London Euston	Lancaster	WCML, Trent Valley	HF06.2	22112001	Tamworth Low Level, Lichfield Trent Valley, Crewe, Warrington Bank Quay, Wigan North Western and Preston	Watford Junction, Milton Keynes Central, Rugby, Nuneaton, Stafford, Crewe
London Euston	Preston	WCML, Trent Valley	HF06.3	22112001	Rugby, Stafford, Crewe, Warrington Bank Quay and Wigan North Western	Watford Junction, Milton Keynes Central, Nuneaton, Tamworth Low Level, Lichfield Trent Valley
Glasgow Central	London Euston	WCML, Trent Valley	HF06.4	22112001	Carlisle, Penrith or Oxenholme Lake District, Lancaster, Preston, Wigan North Western and Warrington Bank Quay ²	Motherwell, Lockerbie, Crewe, Stafford, Lichfield Trent Valley, Tamworth Low Level, Nuneaton, Rugby, Milton Keynes Central, Watford Junction
Lancaster	London Euston	WCML, Trent Valley	HF06.5	22112001	Preston, Wigan North Western, Warrington Bank Quay and Milton Keynes Central	Crewe, Stafford, Lichfield Trent Valley, Tamworth Low Level, Nuneaton, Rugby, Watford Junction
Preston ³	London Euston	WCML, Trent Valley	HF06.6	22112001	Wigan North Western, Warrington Bank Quay, Lichfield Trent Valley, Tamworth Low Level, Rugby	Stafford, Nuneaton, Rugby, Milton Keynes Central, Watford Junction
Blackpool North	Crewe	Preston/WCML	HF06.7	2112001	Kirkham & Wesham, Poulton le Fylde, Preston, Wigan North Western, Warrington Bank Quay,	
Preston	Blackpool North	Direct	HF06.8	22112001	Poulton le Fylde and Kirkham & Wesham	

Table 4.1: Calling Patterns

1					2	3
Service Group 6: London Euston to Preston, Lancaster, Blackpool North and Glasgow Central						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Preston	Blackpool North	Direct	HF06.8	22112001	Poulton le Fylde and Kirkham & Wesham	
London Euston	Blackpool North	Preston/WCML	HF06.9	22112001	Rugby, Warrington Bank Quay, Wigan North Western and Preston	Watford Junction, Milton Keynes Central, Tamworth Low Level, Lichfield Trent Valley, Crewe, Poulton le Fylde and Kirkham & Wesham
Blackpool North	London Euston	Preston/WCML	HF06.10	22112001	Preston, Wigan North Western, Warrington Bank Quay and Rugby	Kirkham & Wesham, Poulton le Fylde, Crewe, Lichfield Trent Valley, Tamworth Low Level, Milton Keynes Central and Watford Junction
London Euston	Blackpool North	WCML/Preston	HF06.11	22112001	Rugby, Stafford, Crewe, Warrington Bank Quay, Wigan North Western, Preston, Kirkham & Wesham, Poulton le Fylde	Milton Keynes Central

Notes to Table:

- 1 Five SX Services, four SO Services and seven SU Services have Firm Rights to call at both Oxenholme Lake District and Penrith.
- 2 Four SX Services, three SO Services and four SU Services have Firm Rights to call at both Penrith and Oxenholme Lake District
- 3 One Service shall start from Lancaster