**[●]th SUPPLEMENTAL AGREEMENT**

**DATED**

**[*insert date*] Between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**-and-**

**[*insert name of freight customer*]**

**relating to the implementation of the 2023 periodic review (PR23)**

**THIS [●]th SUPPLEMENTAL AGREEMENT** is dated the [●] day of [●] 2024 and made

**BETWEEN**

1. Network Rail Infrastructure Limited, a company registered in England under number 2904587, having its registered office at Waterloo General Office, London, SE1 8SW (“**Network Rail**”); and
2. **[*insert name of freight customer*]**, a company registered in [●] under number [●], having its registered office at [●] (the “**Freight Customer**”).

WHEREAS

* 1. The parties entered into a track access agreement dated [●] (the “**Agreement**”).
	2. The parties now propose to enter into this Supplemental Agreement in order to comply with and give effect to the directions set out in the review implementation notice given by the Office of Rail and Road on 13 March 2024 in connection with the implementation of the freight customer periodic review.

**IT IS AGREED AS FOLLOWS:**

* + 1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

1. “**freight customer periodic review**” means the access charges review known as the 2023 periodic review, implementation of which was initiated by the Office of Rail and Road publishing and serving the freight customer track access review notice;
2. “**freight customer track access review notice**” means the document entitled “Review Notice: Freight Customer Track Access Agreements” given by the Office of Rail and Road on 20 December 2023 in relation to the proposed relevant changes to be made to, among other things, the Agreement;
3. “**regulated amendments**” has the meaning ascribed to it in paragraph 3.2;
4. “**relevant changes**” means the amendments specified, to the extent applicable to the Agreement, in Annex 2 of the freight customer track access review notice;
5. “**relevant date and time**” means 1 April 2024 at 02:00 hours; and
6. words and phrases defined in, and rules of interpretation set out in, the Agreement shall have the same meaning and effect when used in this Supplemental Agreement.
	* 1. **EFFECTIVE DATE**

Notwithstanding the date on which the parties signed this Supplemental Agreement, it shall take effect on and from the relevant date and time.

* + 1. **AMENDMENTS TO THE AGREEMENT**
			1. **Standard amendments**

Subject to paragraph 3.2, the relevant changes shall be made to the Agreement.

* + - 1. **Regulated amendments**

If, before the relevant changes come into operation in accordance with this paragraph 3, the Agreement is amended in a manner which is:

* + - * 1. approved by the Office of Rail and Road under section 22 of the Act; or
				2. directed by the Office of Rail and Road under section 22A or 22C of the Act, (each a “**regulated amendment**”), then:

the relevant changes shall come into operation in relation to the Agreement subject to the regulated amendments; and

if there is any conflict between a relevant change and a regulated amendment, the regulated amendment shall take precedence.

* + - 1. Amendments made to the definition of “Liability Cap” in Schedule 9 of a Track Access Agreement under the General Approval for Freight Track Access Contracts dated 1 April 2019 will not be considered a regulated amendment for the purpose of this paragraph 3**.**
			2. **Continuing Agreement**

Except as provided in this paragraph 3, the Agreement, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms.

* + 1. **GOVERNING LAW**

This Supplemental Agreement shall be governed by and construed in accordance with the laws of England and Wales.

* + 1. **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** of which the duly authorised representatives of Network Rail and the Freight Customer 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
[*NAME OF FREIGHT CUSTOMER*]