

32nd SUPPLEMENTAL AGREEMENT

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

- and -

XC TRAINS LIMITED

**relating to the extension of the Track Access Contract
(Passenger Services) dated 8th August 2017**

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THIS 32nd SUPPLEMENTAL AGREEMENT is dated the 29/04/2024 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) **XC Trains Limited**, a company registered in England under number 04402048 having its registered office at C/O Arriva PLC, 1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP (the "**Train Operator**").

WHEREAS

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 8th August 2017 as amended by various Supplemental Agreements (which track access contract as subsequently amended 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

- 1.1 In this Supplemental Agreement, unless the context otherwise requires, 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
- 1.2 "Effective Date" means 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

The amendments to the Contract made 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.

3 AMENDMENTS TO THE CONTRACT

- 3.1. Table 2.2 of Schedule 5 will be deleted in its entirety and replaced with the new table set out in Appendix A.
- 3.2. In the table entitled 'Notification factors' in Annex C to Part 3 of Schedule 4, under the column entitled 'Description', the words

“CrossCountry Inner City” shall be replaced with the words
“CrossCountry Inter City”.

- 3.3. In the table entitled ‘Defined Service Group Revenue’ in Annex D to Part 3 of Schedule 4, under the column entitled ‘Description’, the words “CrossCountry Inner City” shall be replaced with the words “CrossCountry Inter City”.

4 EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and with effect from and including the date hereof 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 LAW

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

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 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 Train Operator have executed this Supplemental Agreement on the date first above written.

Signed by

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

Harj Singh, Finance Director

Signed by

Duly authorised for and on behalf of

XC TRAINS LIMITED

APPENDIX A**2 Passenger Train Slots***Table 2.2: Additional Passenger Train Slots*

1						2				
Service Group EH01										
Service description						Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Weekday	Winter Saturday	Summer Saturday	Winter Sunday	Summer Sunday
Penzance	Plymouth	Direct	1.1	22180012	221		1	1		
Birmingham New Street	Newcastle (via Doncaster)	Tamworth, Sheffield, Swinton, Hambleton North Junction and the ECML	1.19	22180008 & 22180009	221				1	1

OFFICIAL

1						2				
Service Group EH01										
Service description						Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Weekday	Winter Saturday	Summer Saturday	Winter Sunday	Summer Sunday
Leeds	Newcastle	Micklefield, Church Fenton and the ECML	1.23	22180008 & 22180009	221	1				
Dundee	Edinburgh Waverley	Direct	1.31	22180008	221		1	1	1	1
Newcastle	Leeds	The ECML, Church Fenton, Micklefield	1.34	22180008 & 22180009	221		1	1		
Newcastle	Birmingham New Street (via Doncaster)	The ECML, Hambleton North Junction, Swinton, Sheffield, Tamworth	1.35	22180008 & 22180009	221	2	2	2		

OFFICIAL

1						2				
Service Group EH01										
Service description						Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Weekday	Winter Saturday	Summer Saturday	Winter Sunday	Summer Sunday
York	Birmingham New Street (via Doncaster)	The ECML, Hambleton North Junction, Swinton, Sheffield, Tamworth	1.57	22180008 & 22180009	221	1	1	1		
Manchester Piccadilly	Birmingham New Street	Stockport, Macclesfield, Stoke on Trent, Stafford, Wolverhampton	1.42	22180014	221	1				
Plymouth	Penzance	Direct	1.54	22180012	221				1	1

Notes to Table:

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) a Contingent right to call at any station listed in Table 4.1;
- (b) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and
- (c) a Contingent Right to combine Passenger Train Slots to provide a through Service.