

Twenty Sixth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

SOUTHERN RAILWAY LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 19 May 2010

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THIS TWENTY SIXTH SUPPLEMENTAL AGREEMENT is dated

2014 and made

BETWEEN:

- (1) NETWORK RAIL INFRASTRUCTURE LIMITED, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Kings Place, 90 York Way, London N1 9AG; and
- (2) Southern Railway Limited, a company registered in England under number 06574965 having its registered office at 3rd Floor, 41-45 Grey Street, Newcastle-upon-Tyne, NE1 6EE (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 19 May 2010 in a form approved by the Office of Rail Regulation pursuant to section 18(7) of the Act (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:

- (1.1) 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;
- (1.2) "Effective Date" shall mean the later of;
 - (a) the date upon which the ORR issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
 - (b) 0200hrs on the Subsidiary Change Date 2014.
- (1.3) "**Annex**" shall mean the annexes and their relevant parts and attached hereto.

2. **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.

3. **AMENDMENTS TO THE CONTRACT**

- Service Group D table 2.1
Service Group D table 4.1

of the Contract (Schedule 5) shall be deleted in their entirety and replaced with the amended version as set out in Annex A and 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.....

Print name.....

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....

Duly authorised for and on behalf of

SOUTHERN RAILWAY LIMITED

Annex A

SERVICE GROUP D: LONDON – EAST GRINSTEAD AND UCKFIELD ^{26h SA}										
2	Passenger Slots	Train								
<i>Table 2.1 Passenger Train Slots</i>										
Service description HW01,HW04 and HW05					Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak Times		Off-Peak	Saturday	Sunday
						Morning Peak	Evening Peak			
East Grinstead	London Bridge	Direct	4.1	24610000	5	5	0	0	0	0
East Grinstead	London Victoria	Direct	4.2	24610000	5	5	0	0	0	0
London Bridge	East Grinstead	Direct	4.3	24610000	4	0	4	0	0	0
London Victoria	East Grinstead	Direct	4.4	24610000	6	0	6	0	0	0
East Grinstead	East Croydon	Direct	4.5	24610004	3	0	0	3	0	0
East Grinstead	London Bridge	Direct	4.6	24610004	2	0	0	2	0	0
East Grinstead	London Victoria	Direct	4.7	24610004	30	0	0	30	33	27
London Bridge	East Grinstead	Direct	4.8	24610004	3	0	0	3	0	0
London Victoria	East Grinstead	Direct	4.9	24610004	30	0	0	30	36	27

London Victoria	Oxted	Direct	4.1	24610004	1	0	0	1	1	0
East Croydon	Uckfield	Direct	4.11	24619004	1	0	0	1	0	2
London Bridge	Uckfield	Direct	4.12	24619004	21	0	0	21	17	0
Oxted	Uckfield	Direct	4.13	24619004	2	0	0	2	0	12
Uckfield	East Croydon	Direct	4.14	24619004	1	0	0	1	1	1
Uckfield	London Bridge	Direct	4.15	24619004	22	0	0	22	16	0
Uckfield	Oxted	Direct	4.16	24619004	2	0	0	2	0	12
London Bridge	Oxted	Direct	4.17	24610004	1	0	0	1	0	0
Oxted	East Croydon	Direct	4.18	24610004	1	0	0	1	0	0
East Grinstead	London Victoria	Direct	4.19	24610004	0	0	0	0	1	0

4	Calling Patterns				
<i>Table 4.1: Calling Patterns</i>					
1				2	
Service Group D					
Service description HW01, HW04 and HW05					
Between	And	Via	Description	TSC	Regular Calling Pattern
East Grinstead	London Bridge	Direct	4.1, 4.3	24610000	Dormans, Lingfield, Hurst Green, Oxted, Woldingham, Upper Warlingham, Riddlesdown, Sanderstead, South Croydon, East Croydon
East Grinstead	London Victoria	Direct	4.2, 4.4	24610000	Dormans, Lingfield, Hurst Green, Oxted, Woldingham, Upper Warlingham, Riddlesdown, Sanderstead, East Croydon, Clapham Junction
East Grinstead	East Croydon	Direct	4.5	24610004	Dormans, Lingfield, Hurst Green, Oxted, Woldingham, Upper Warlingham, Sanderstead, Riddlesdown
East Grinstead	London Bridge	Direct	4.6, 4.8	24610004	Dormans, Lingfield, Hurst Green, Oxted, Woldingham, Upper Warlingham, Riddlesdown, Sanderstead, East Croydon, Norwood Junction
East Grinstead	London Victoria	Direct	4.7, 4.9	24610004	Dormans, Lingfield, Hurst Green, Oxted, Woldingham, Upper Warlingham, Riddlesdown, Sanderstead, East Croydon, Clapham Junction
London Victoria	Oxted	Direct	4.1	24610004	Clapham Junction, East Croydon, Sanderstead, Riddlesdown, Upper Warlingham, Woldingham
East Croydon	Uckfield	Direct	4.11, 4.14	24619004	Oxted, Hurst Green, Edenbridge Town, Eridge, Crowborough, Buxted

London Bridge	Uckfield	Direct	4.12, 4.15	24619004	East Croydon, Hurst Green, Edenbridge Town, Hever, Cowden, Ashurst, Eridge, Crowborough, Buxted
Oxted	Uckfield	Direct	4.13, 4.16	24619004	Hurst Green, Edenbridge Town, Hever, Cowden, Ashurst, Eridge, Crowborough, Buxted
East Grinstead	London Victoria	Direct	4.19	24619004	Oxted, East Croydon, Clapham Junction