

# FORTY SIXTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

C2C RAIL LIMITED

as Train Operator

Relating to the Track Access Contract dated 23 May 2003

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**THIS FORTY SIXTH SUPPLEMENTAL AGREEMENT** is dated 2014 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 2904587 having its registered office at Kings Place, 90 York Way, London N1 9AG ("Network Rail"); and
- (2) **C2C RAIL LIMITED**, a company registered in England under number 02938993 having its registered office at National Express House, Birmingham Coach Station, Mill Lane, Digbeth, Birmingham, B5 6DD (the "Train Operator").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 23 May 2003 in a form approved by the Office of Rail Regulation pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to Section 22 of the Act and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (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**

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:
  - (1) 1 April 2014 immediately after the changes implemented by the Review Notice take effect; and
  - (2) the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

**2. EFFECTIVE DATE AND TERM**

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 at the Expiry Date or earlier termination of the contract.

**3. AMENDMENTS TO THE CONTRACT**

**3.1 *SCHEDULE 7 APPENDIX 7D***

A new appendix shall be added:

**“APPENDIX 7D – CATEGORIES OF METERED TRAINS FOR THE PURPOSES OF PARAGRAPH 4.1.1 OF PART 2**

Vehicle Class	Vehicle ID	Traction Type
357	357001-046	AC
	357201-228	

**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 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 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 )  
**C2C RAIL LIMITED**