

Thirty Second 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

CONTENTS

1.	INTERPRETATION	2
2.	EFFECTIVE DATE AND TERM	2
3.	AMENMENTS TO SCHEDULE 5	2
4.	GENERAL	3
5.	THIRD PARTY RIGHTS	3
6.	LAW	3
7.	COUNTERPARTS	3

THIS THIRTY SECOND SG SUPPLEMENTAL AGREEMENT is dated 24 December 2014 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London NW1 2DN ("Network Rail"); 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, Tyne and Wear NE1 6EE (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 19th May 2010 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 or 22A of the Act (which track access contract is hereafter referred to as the "Contract").
- (B) The parties propose to enter into this Supplemental Agreement in order to vary the Contract as described below pursuant to paragraph 13 of the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

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 00:00 hours on 31st December 2014.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 05:00 hours on 1st January 2015.

3. **AMENDMENT TO SCHEDULE 5**

In respect of any Passenger Train Slot obtained pursuant to Paragraph 2.8. of Schedule 5 which is scheduled to operate between 0000 and 0500 hours on New Year's Day, neither Network Rail nor Southern shall incur any liability to the other under Schedule 8 in relation to any cancellation of or interruption or delay to the operation of any Passenger Train Slot operated between 0000 and 0500 hours on New Years Day.

4. **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.

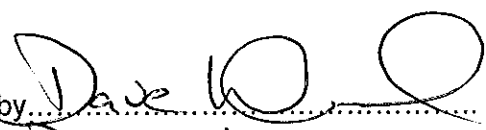
5. **LAW**

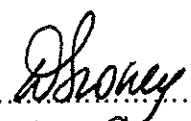
This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

6. **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 Dave Wroe
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by 
Print name D STOREY
Duly authorised for and on behalf of
SOUTHERN RAILWAY LIMITED