

60th TG Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

STAGECOACH SOUTH WESTERN TRAINS LIMITED

as Train Operator

relating to

the Track Access Contract (Passenger Services) dated 20 May 2004

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THIS 60TH TG SUPPLEMENTAL AGREEMENT is dated

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) **STAGECOACH SOUTH WESTERN TRAINS LIMITED**, a company registered in England under number 5599788 having its registered office at Friars Bridge Court, 41-45 Blackfriars Road, London, SE1 8NZ (the "Train Operator").

WHEREAS:

- (A) Network Rail and South West Trains Limited entered into a Track Access Contract (Passenger Services) dated 20 May 2004 in a form approved by the Office of Rail Regulation ("ORR", previously the Rail Regulator) 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 (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The rights and obligations of South West Trains Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 4 February 2007 under section 220 and Schedule 21 of the Transport Act 2000.
- (C) The parties now propose to enter into this Supplemental Agreement to vary the Contract in the manner and on the terms set out below.

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:
 - (a) the date upon which the Office of Rail Regulation issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement; and
 - (b) In respect of Paragraph 3.1 02:00 on 19th March 2015 and in respect of Paragraphs 3.2, 3.3 and 3.4 02:00 on 30th March 2015.

2. EFFECTIVE DATE AND TERM

Notwithstanding the Effective Date, the amendments to the contract as set out in this Supplemental Agreement shall be applied retrospectively for the amendments listed in Paragraph 3.1 from 19th March 2015 and the amendments listed in Paragraph 3.2, 3.3 and 3.4 from 30th March 2015. This shall cease to have effect on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 Schedule 7 Appendix 7D – Class 450 additions

The following 10 train IDs shall be added to the Class 450 row of the table in Appendix 7D:

450013, 450016, 450026, 450031, 450034, 450039, 450089, 450544, 450551, 450556

3.2 Schedule 7 Appendix 7D – Class 450 additions

The following 10 train IDs shall be added to the Class 450 row of the table in Appendix 7D:

450002, 450011, 450023, 450028, 450035, 450074, 450090, 450093, 450096, 450127.

3.3 Schedule 7 Appendix 7D – Class 456 additions

The following 12 train IDs shall be added to the Class 456 row of the table in Appendix 7D:

456002, 456003, 456004, 456006, 456010, 456012, 456014, 456015, 456017, 456018, 456019, 456024.

3.4 Schedule 7 Appendix 7D – Class 455 additions

The following train ID shall be added to the Class 455 row of the table in Appendix 7D:

455732

4. GENERAL

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
STAGECOACH SOUTH WESTERN TRAINS LIMITED