

Schedule

Eleventh Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

WEST COAST TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1st September 2011

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THIS ELEVENTH SUPPLEMENTAL AGREEMENT is dated

2015 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, (“**Network Rail**”), a company registered in England under number 2904587 having its registered office at 1, Eversholt Street, London, NW1 2DN; and
- (2) **WEST COAST TRAINS LIMITED**, (the “**Train Operator**”), a company registered in England under number 3007940 having its registered office at West Coast Trains Limited, The Battleship Building, 179 Harrow Road, London W2 6NB

WHEREAS:

- (A) Network Rail and the Secretary of State for Transport entered into a Track Access Contract (Passenger Services) dated 1st September 2011 in a form pursuant to section 17 of the Act (which track access contract as subsequently amended is hereafter referred to as the “**Contract**”).
- (B) The rights and obligations of the Secretary of State for Transport under the Contract were transferred to the West Coast Trains Limited by a Deed of Novation made on 26th October 2011.
- (C) The parties propose to enter into this Eleventh Supplemental Agreement in order to amend the Contract as described 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**” shall mean the later of;
 - i) the date upon which the ORR issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
 - ii) 02:00 hours on Subsidiary Change Date 2015.

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 at the Expiry Date or earlier termination of the Contract.

3. **AMENDMENTS TO SCHEDULE 5 OF THE CONTRACT**

Table 2.1 (*Passenger Train Slots*) for Service Group 2: London Euston to Chester and Holyhead, and Birmingham New Street to Bangor and Holyhead, shall be deleted and replaced with the Table 2.1 as set out in Annex A of 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
WEST COAST TRAINS LIMITED

ANNEX A

Table 2.1: Passenger Train Slots

1						2		
Service Group 2: London Euston to Chester and Holyhead, and Birmingham New Street to Bangor and Holyhead								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
London Euston	Chester	N/A	HF02.1	22104001	221T	8	7	2
London Euston	Holyhead	N/A	HF02.2	22104001	221T	6 ¹	4	4 ²
Chester	London Euston	N/A	HF02.3	22104001	221T	7	8 ³	5 ³
Holyhead	London Euston	N/A	HF02.4	22104001	221T	6 ⁴	4	4
Birmingham New Street	Holyhead	N/A	HF02.5	22104001	221T	1	1	N/A
Bangor	Birmingham New Street	N/A	HF02.6	22104001	221T	1	N/A	N/A
Chester	Wrexham General	N/A	HF02.7	22104001	221T	1	N/A	N/A
Wrexham General	Chester	N/A	HF02.8	22104001	221T	1	N/A	N/A

Notes to Table:

- ¹ Of these Services, one shall be scheduled to terminate at Bangor.
- ² The first Service shall be scheduled to start at Crewe.
- ³ Of these Services, the last two shall be Scheduled to terminate at Crewe.
- ⁴ The first Service shall be scheduled to couple at Crewe with a Service originating from Blackpool until the Principal Change Date 2016. Beyond the Principal Change Date 2016 this Service shall be scheduled to couple at Crewe with a Service originating from Lancaster.