

SEVENTY THIRD SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

ARRIVA TRAINS WALES/ TRENAU ARRIVA CYMRU LIMITED

relating to Schedules 5 & 8

THIS SEVENTY THIRD SUPPLEMENTAL AGREEMENT

is dated 2015 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) **ARRIVA TRAINS WALES/TRENAU ARRIVA CYMRU LIMITED** (the “**Train Operator**”), a private company limited by shares registered in England and Wales under company number 04337645, having its registered office at St. Mary’s House, 47 Penarth Road, Cardiff CF10 5DJ.

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 5 February 2004 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the “**Contract**”);
- B. Network Rail and the Train Operator have been directed by the Office of Rail Regulation pursuant to Section 22A of the Act to enter into this Supplemental Agreement.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement, 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

“**Effective Date**” shall mean the later of:

- a) 15th May 2016 at 02:00; and
- b) the date on which the parties enter into this Supplemental Agreement pursuant to directions issued by the Office of Rail Regulation under Section 22A of the Act.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5, Table 2.1: Passenger Train Slots, and that part of the table relating to Service Group HL08 North Wales Interurban (Winter), the rows relating to Descriptions 8.2.2, 8.2.3, 8.2.7, 8.2.8, 8.2.9, 8.2.10, 8.2.12 and 8.2.14 shall be replaced in their entirety by those rows shown in Annex A to this Supplemental Agreement.
- 3.2 In Schedule 5, Table 2.1: Passenger Train Slots, and that part of the table relating to Service Group HL08 North Wales Interurban (Summer), the rows relating to Descriptions 8.2.2, 8.2.3, 8.2.7, 8.2.8, 8.2.9, 8.2.10, 8.2.12 and 8.2.14 shall be replaced in their entirety by those rows shown in Annex B to this Supplemental Agreement.
- 3.3 Schedule 8 shall be amended by the deletion of that part of Appendix 1 referring to HL08 North Wales Interurban and its replacement by a new part as set out in Annex C to this Supplemental Agreement.

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 with effect from and including the Effective Date 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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

6. 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.

7. 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.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY)
)
for and on behalf of)
)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED BY)
)
for and on behalf of)
)
ARRIVA TRAINS WALES/)
TRENAU ARRIVA CYMRU LIMITED)

Annex A

“Table 2.1: Passenger Train Slots

Service Group: HL08						Passenger Train Slots		
Service Description: North Wales Interurban (Winter)								
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Chester	Manchester Airport	Manchester Piccadilly	8.2.2	22345000	150	3	1	0
Chester	Manchester Piccadilly	Earlestown	8.2.3	22345000	150	2	5	15
Llandudno	Manchester Airport	Manchester Piccadilly	8.2.7	22345000	150	5	10	0
Llandudno	Manchester Piccadilly	Earlestown	8.2.8	22345000	150	10	3	0
Manchester Airport	Chester	Manchester Piccadilly	8.2.9	22345000	150	3	2	0
Manchester Airport	Llandudno	Manchester Piccadilly	8.2.10	22345000	150	6	9	0
Manchester Airport	Bangor	Earlestown	8.2.11	22345000	150	0	1	0
Manchester Piccadilly	Chester	Earlestown	8.2.12	22345000	150	11	4	15
Manchester Piccadilly	Llandudno	Earlestown	8.2.14	22345000	150	1	3	0

”

Annex B

“Table 2.1: Passenger Train Slots

1						2		
Service Group: HL08						Passenger Train Slots		
Service Description: North Wales Interurban (Summer)								
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Chester	Manchester Airport	Manchester Piccadilly	8.2.2	22345000	150	3	1	0
Chester	Manchester Piccadilly	Earlestown	8.2.3	22345000	150	2	5	15
Llandudno	Manchester Airport	Manchester Piccadilly	8.2.7	22345000	150	5	10	0
Llandudno	Manchester Piccadilly	Earlestown	8.2.8	22345000	150	10	3	0
Manchester Airport	Chester	Manchester Piccadilly	8.2.9	22345000	150	3	2	0
Manchester Airport	Llandudno	Manchester Piccadilly	8.2.10	22345000	150	6	9	0
Manchester Airport	Bangor	Earlestown	8.2.11	22345000	150	0	1	0
Manchester Piccadilly	Chester	Earlestown	8.2.12	22345000	150	11	4	15
Manchester Piccadilly	Llandudno	Earlestown	8.2.14	22345000	150	1	3	0

”

Annex C

To be provided