

# First Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED  
as Network Rail

and

MERSEYRAIL ELECTRICS 2002 LIMITED  
as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 1<sup>st</sup> April 2019

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THIS FIRST SUPPLEMENTAL AGREEMENT is dated 31/01 2020 ~~2019~~ and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, 1 Eversholt Street, London NW1 2DN ("Network Rail"); and
- (2) **MERSEYRAIL ELECTRICS 2002 LIMITED**, a company registered in England under number 04356933 having its registered office at Rail House, Lord Nelson Street, Liverpool, Merseyside L1 1JF (the "Train Operator").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 1 April 2019 in a form approved by the Office of Rail and Road (ORR) 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 (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, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) "Effective Date" means the date upon which the ORR issues its approval, pursuant to the Section 22 of the Act, of the terms of this Supplemental Agreement.

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 on the Expiry Date or earlier termination of the Contract.

3. **RETROSPECTIVE EFFECT**

Notwithstanding the Effective Date, the amendments to the contract shall be applied retrospectively from 1 April 2019.

4. **AMENDMENTS TO SCHEDULE 8**

- 4.1 Appendix 1 to Schedule 8 shall be deleted in its entirety and replaced with the version set out in Annex A to this Supplemental Agreement.

5. **GENERAL**

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" or, as the case may be, the "Agreement", "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.

6. **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.

7. **LAW**

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

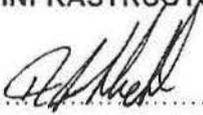
8. **COUNTERPARTS**

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 of which 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..... *A. HATH* .....

Duly authorised for and on behalf of  
**MERSEYRAIL ELECTRICS 2002 LIMITED**

IN WITNESS of which the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED by Phil James.....

Print name PHIL JAMES.....

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by.....

Print name.....

Duly authorised for and on behalf of  
**MERSEYRAIL ELECTRICS 2002 LIMITED**

Annex A

A	B		D		F	G	H		I	J	K
	Network Rail		TOC				Service code	Direction			
Service Group	Performance Point	Payment Rate	Performance Point	Payment Rate	Cancellation Minutes	Cap					
HE01 Northern Lines All Trains	2019-20				24	90	301	Hunts X - Liverpool Central	Forward	HUNTS CROSS	
	2020-21						301	Hunts X - Liverpool Central	Reverse	LIVERPOOL CENTRAL	
	2021-22						302	Liverpool Central - Southport	Forward	LIVERPOOL CENTRAL	
	2022-23						302	Liverpool Central - Southport	Reverse	SOUTHPORT	
	2023-24						303	Liverpool Central - Kirkby	Forward	LIVERPOOL CENTRAL	
							303	Liverpool Central - Kirkby	Reverse	KIRKBY	
							304	Liverpool Central - Ormskirk	Forward	LIVERPOOL CENTRAL	
							304	Liverpool Central - Ormskirk	Reverse	ORMSKIRK	
HE02 Wirral Lines All Trains	2019-20				29	90	305	Liverpool Loop - New Brighton / West Kirby	Forward	WEST KIRBY	
	2020-21						305	Liverpool Loop - New Brighton / West Kirby	Forward	NEW BRIGHTON	
	2021-22						305	Liverpool Loop - New Brighton / West Kirby	Forward	LIVERPOOL CENTRAL	
	2022-23						306	Liverpool Loop - Chester / Ellesmere Port	Forward	LIVERPOOL CENTRAL	
	2023-24						306	Liverpool Loop - Chester / Ellesmere Port	Forward	ELLESMERE PORT	
							306	Liverpool Loop - Chester / Ellesmere Port	Forward	CHESTER	