

57th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SCOTRAIL TRAINS LIMITED
as Train Operator

relating to amendments to the Track Access Contract
dated 03 March 2016

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THIS 57TH SUPPLEMENTAL AGREEMENT is dated [11th July 2025] and made

Between:

- (1) Network Rail Infrastructure Limited, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW; and
- (2) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC328826 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, United Kingdom, G2 6HQ, United Kingdom.

Background:

- (A) Network Rail and Abellio ScotRail Limited entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "**Contract**") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (B) By virtue of the Transfer Scheme, the Train Operator is now vested in the interest of Abellio ScotRail Limited in the Contract.
- (C) The Parties have agreed 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:

- 1.1 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;
- 1.2 "**Amendments**" means the amendments to the Contract set out in Clause 3 to this Supplemental Agreement;
- 1.3 "**Appendix**" means the appendix attached to this Supplemental Agreement;
- 1.4 "**Effective Date**" means the later of 0200 hours on the Subsidiary Change date (SCD) 2025 and the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement;

- 1.5 **“Parties”** means Network Rail and the Train Operator; and
- 1.6 **“Transfer Scheme”** means the Transfer Scheme dated 31 March 2022 made by the Scottish Ministers pursuant to Section 12 and Schedule 2 of The Railways Act 2005 in favour of ScotRail Trains Limited in respect of certain property, rights and liabilities of Abellio ScotRail Limited.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Table 2.1 of Schedule 5 of the Contract, the following entry, including footnotes, shall be deleted and replaced with the entry shown in Appendix A to this Supplemental Agreement:
- (a) Service 549 (Glasgow - Perth – Inverness) in Service Group HA01.
- 3.2 In table 2.2 of Schedule 5 of the Contract, the following entry shall be inserted as shown in Appendix B to this Supplemental Agreement:
- (a) Service 549 (Edinburgh – Perth – Inverness) in Service Group HA01.

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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

6. THIRD PARTY RIGHTS

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Supplemental Agreement or the Contract.

7. 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 one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing 3 pages and Appendices A -B are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Ross Moran at Glasgow on 10 July 2025 in the presence of:-

Witness: 

Full Name: Nicholas Prag

Address: 151 St Vincent Street,
Glasgow, G2 5NW



SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by Scott Prentice at Atrium Court on 11-07-25 in the presence of:-

Witness: 

Full Name: John Kerr

Address: Atrium Court, 50 Waterloo St.
Glasgow G2 6HQ



Appendix A

Table 2.1

1						2		
Service Group HA01: Express								
Service 549: Glasgow – Perth – Inverness						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Glasgow Queen Street High Level	Inverness ¹	Stirling, Aviemore	1.50	23549003	170	5	5	3
Inverness	Glasgow Queen Street High Level	Aviemore, Stirling	1.52	23549003	170	7 ²	7 ²	2

- 1 The Train Operator must make an Access Proposal to combine 2 Sunday Train Slots with the corresponding Train Slots in Service Group HA04, Service 547, Description 4.57, to provide a through journey to Elgin.
- 2 This quantum of rights shall be reduced by 1 until the principal timetable change date in 2025.

Appendix B

Table 2.2

1						2		
Service Group HA01: Express								
Service 549: Edinburgh – Perth – Inverness						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Inverness ¹	Edinburgh Waverley	Aviemore, Stirling	1.63	23549003	170	1	1	0

1 These rights will be valid until PCD 2025.

ENDS.