

FIFTY NINTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

NORTHERN TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 03 MARCH 2016

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THIS 59TH SUPPLEMENTAL AGREEMENT is dated 2025
and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW ("**Network Rail**"); and
- (2) **NORTHERN TRAINS LIMITED**, a company registered in England under number 03076444, having its registered office at George Stephenson House, Toft Green, York, England, YO1 6JT (the "**Train Operator**").

BACKGROUND:

- (A) Network Rail and Arriva Rail North Limited entered into a Track Access Contract (Passenger Services) dated 3 March 2016 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) On 1st March 2020, the rights and obligations of Arriva Rail North Limited under the contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 1st March under schedule 2 of the Railways Act 2005.
- (C) The parties propose to amend the Contract in the manner and on the terms described below.

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; and
- 1.2 "Effective Date" means: The later of:
 - 1.2.1 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; and
 - 1.2.2 02:00 on the Principal Change Date 2025

2. EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in 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 THE CONTRACT

3.1 In Schedule 5, Table 2.2 for service group ED05 West and North Yorkshire Local shall be deleted in its entirety and replaced with the table in Annex 1

3.2 In Schedule 5, Table 4.1 for service group ED05 West and North Yorkshire Local shall be deleted in its entirety and replaced with the table in Annex 2

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 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.

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

SIGNED by)

PHIL JAMES
ROUTE DIRECTOR – NORTH WEST

duly authorised for and on behalf of)

NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED by

ROB WARNES
STRATEGIC DEVELOPMENT DIRECTOR

duly authorised for and on behalf of)
NORTHERN TRAINS LIMITED)

Service Group ED05 – West and North Yorkshire Local

Table 2.2: Additional Passenger Train Slots ^{18th 25th 30th 33rd 37th 38th 54th 62nd 57th 59th}

1						2					
Service Group ED05											
Service description: West and North Yorkshire Local						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Leeds ¹	Wakefield Westgate ¹		ED05.13	12367020 11824820 11822820	150	0	4	14	18	18	0
Wakefield Westgate ¹	Leeds ¹					3	0	12	15	15	0
Leeds ¹	Doncaster ¹	Direct	ED05.8	11824820	333	0	0	1	1	2	8
Doncaster ¹	Leeds ¹	Direct	ED05.8	11824820	333	1	0	1	2	4	8
Leeds ¹	Sheffield ¹	Moorthorpe	ED05.11	11810920	150	0	0	1	1	2	8
Sheffield ¹	Leeds ¹	Moorthorpe	ED05.11	11810920	150	0	0	0	0	1	8
Sheffield ²	Leeds ²	Moorthorpe (Fast)	ED05.17	11810920	158	3	0	13	16	16	14
Leeds ²	Sheffield ²					0	4	12	16	16	14

¹Rights shall expire on the Principal Change Date 2025 ^{54th 62nd}

² Rights shall expire on the Principal Change Date 2027 ^{59th}

ANNEX 2**Service Group ED05 – West and North Yorkshire Local***Table 4.1: Calling Patterns* ^{16th 49th 54th59th}

1					2	3
Service Group: ED05						
Service description: West and North Yorkshire Local						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Ilkley	Bradford Forster Square	Direct	ED05.1	11821020	Ben Rhydding, Burley-in-Wharfedale, Menston, Guiseley, Baildon, Shipley, Frizinghall	Not applicable
	Leeds		ED05.2	11819020	Ben Rhydding, Burley-in-Wharfedale, Menston, Guiseley, Kirkstall Forge	
Leeds	Bradford Forster Square		ED05.3	11818620	Kirkstall Forge, Apperley Bridge, Shipley, Frizinghall	
	Skipton		ED05.4	11870820	Kirkstall Forge, Apperley Bridge, Shipley, Saltaire, Bingley, Crossflatts, Keighley, Steeton & Silsden, Cononley	
Skipton	Bradford Forster Square		ED05.5		Cononley, Steeton & Silsden, Keighley, Crossflatts, Bingley, Saltaire, Shipley, Frizinghall	
Leeds	Manchester Victoria	Dewsbury	ED05.6	11874020	Cottingley ¹ /White Rose ² , Morley, Batley, Dewsbury, Ravensthorpe, Mirfield, Brighouse, Sowerby Bridge, Mytholmroyd, Hebden Bridge, Todmorden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston	Walsden

1					2	3
Service Group: ED05						
Service description: West and North Yorkshire Local						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
			ED05.7			
Leeds	Doncaster	Direct	ED05.8	11824820	Outwood, Wakefield Westgate, Sandal & Agbrigg, Fitzwilliam, South Elmsall, Adwick, Bentley (S.York)	Not applicable
Leeds	Knottingley	Direct	ED05.9	11841820	Woodlesford, Castleford, Pontefract Monkhill, Knottingley	Not applicable
	Goole		ED05.10		Woodlesford, Castleford, Pontefract Monkhill, Knottingley, Whitley Bridge, Hensall, Snaith, Rawcliffe, Goole	
	Sheffield	Moorthorpe	ED05.11	11810920	Outwood, Wakefield Westgate, Sandal & Agbrigg, Fitzwilliam, Moorthorpe, Thurnscoe, Goldthorpe, Bolton-On-Deane, Swinton, Rotherham Central, Meadowhall	
Wakefield Westgate	Knottingley	Direct	ED05.12	11822820	Wakefield Kirkgate, Streethouse, Featherstone, Pontefract Tanshelf, Pontefract Monkhill	
Leeds	Knottingley	Wakefield Westgate	ED05.13	11822820 11810920	Outwood, Wakefield Westgate, Wakefield Kirkgate, Streethouse, Featherstone, Pontefract Tanshelf, Pontefract Monkhill	Not applicable

1					2	3
Service Group: ED05						
Service description: West and North Yorkshire Local						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Leeds	Wigan Wallgate	Dewsbury	ED05.14	11874020 12225820	Cottingley ¹ /White Rose ² , Morley, Batley, Dewsbury, Ravensthorpe, Mirfield, Brighouse, Sowerby Bridge, Mytholmroyd, Hebden Bridge, Todmorden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Swinton, Moorside, Walkden, Atherton, Hag Fold, Daisy Hill, Hindley, Ince,	Not applicable
Leeds	Wigan North Western	Dewsbury	ED05.15	11874020 12225820	Cottingley ¹ /White Rose ² , Morley, Batley, Dewsbury, Ravensthorpe, Mirfield, Brighouse, Sowerby Bridge, Mytholmroyd, Hebden Bridge, Todmorden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Swinton, Moorside, Walkden, Atherton, Hag Fold, Daisy Hill, Hindley, Ince,	Not applicable
Leeds	Huddersfield	Dewsbury	ED05.16	12225110	Cottingley ¹ /White Rose ² , Morley, Batley, Dewsbury, Ravensthorpe, Mirfield, Deighton	Not applicable
Leeds	Sheffield	Moorthorpe (fast)	ED05.17	11810920	Wakefield Westgate	

Notes to table:

1 Cottingley rights expire when White Rose is commissioned and available for passenger service, as set out in 54th Supplemental Agreement (due during June '24 timetable period)

2 White Rose rights valid from the date the station is commissioned and available for passenger service, as set out in 54th Supplemental Agreement (due during June '24 timetable period)