

# First Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**GB RAILFREIGHT LIMITED**  
as Train Operator

relating to the Track Access Contract (Charter Passenger Services) dated 10 January 2020

**CONTENTS**

1.	INTERPRETATION .....	1
2.	OFFICE OF RAIL AND ROAD - GENERAL APPROVAL.....	1
3.	EFFECTIVE DATE AND TERM .....	1
4.	AMENDMENTS TO THE CONTRACT .....	2
5.	EFFECTS OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT.....	2
6.	THIRD PARTY RIGHTS .....	2
7.	LAW .....	2
8.	COUNTERPARTS.....	2

**THIS FIRST SUPPLEMENTAL AGREEMENT** is dated 01/11/2020 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **GB RAILFREIGHT LIMITED**, a company registered in England under number 03707899, having its registered office at 55 Old Broad Street, London, EC2M 1RX ("Train Operator").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Charter Passenger Services) dated 10 January 2020 pursuant to a General Approval issued by the Office of Rail and Road entitled "Passenger Access (Model Charter Track Access Contract) General Approval 2019", (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties 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:

- (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" means the date of this First Supplemental Agreement

2. **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Model Charter Track Access Contract) General Approval 2019.

3. **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.

4. **AMENDMENTS TO THE CONTRACT**

4.1 In Clause 1.1 the definition of "Expiry Date" shall be deleted and replaced with:

"Expiry Date" means 31st December 2024".

5. **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.

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 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 **ANDY SAUNDERS**

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

)  
)  
)  
)  
)  


SIGNED by **IAN KAPUR**

duly authorised for and on behalf of  
**GB RAILFREIGHT LIMITED**

)  
)  
)  
)  
)  
