

**FIRST
SUPPLEMENTAL AGREEMENT**

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

Chinnor and Princes Railway Company Ltd

**relating to amendments to the Track Access Contract
dated 25th June 2016**

CONTENTS

1. INTERPRETATION.....2

2. EFFECTIVE DATE AND TERM2

3. AMENDMENTS TO THE CONTRACT2

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT2

5. LAW3

6. THIRD PARTY RIGHTS.....3

7. COUNTERPARTS3

THIS FIRST SUPPLEMENTAL AGREEMENT is dated 18th September 2020 and made between

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London NW1 2DN ("**Network Rail**"); and
- (2) **Chinnor and Princes Risborough Railway Company Ltd** a company registered in England and Wales under company number 2729049 having its registered office at Chinnor Station, Chinnor, Oxfordshire, OX39 4ER (the "Train Operator").

Background:

- (A) The parties entered into a Track Access Contract dated 25th June 2016 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) The parties wish 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 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.

"Effective Date" means the later of 1st September 2020 and the date on which the Office of Rail and Road gives its approval, pursuant to section 22 of the Act, of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to 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. AMENDMENTS TO THE CONTRACT

The Contract shall be amended as follows:

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

""**Expiry Date**" means the 1st of September 2025"

- 3.2 In the introduction to the Parties prior to clause 1, the paragraph defining Party (2) shall be deleted and replaced with:

"Chinnor & Princes Risborough Railway Company Ltd, a company registered in England under number 2729049 having its registered office at Chinnor Station, Chinnor, Oxfordshire, OX39 4ER (the "Train Operator")."

- 3.3 In Schedule 1 clause 2 the telephone number given for the Train Operator shall be deleted and replaced with:

“07979 055366”.

- 3.4 In Schedule 2 both paragraphs shall be deleted and replaced with:

“The Route is from the Chinnor & Princes Risborough Railway connection point on the Thame Branch Siding at 0 miles 50 chains to ME667 signal at 0 miles 06 chains.”

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 date hereof 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 of England and Wales.


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. 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 of which 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 

Print name Dave Penney

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY 

Print name Steve Growcott

Duly authorised for and on behalf
**Chinnor and Princes Risborough Railway
Company Ltd**