

Sixty-ninth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

ARRIVA RAIL LONDON LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 9 November 2007

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THIS SIXTY-NINTH SUPPLEMENTAL AGREEMENT is dated 9 December 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) **ARRIVA RAIL LONDON LIMITED**, a company registered in England under number 04165861, having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP (the “Train Operator”).

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 9th November 2007 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 (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 Schedule 5 within the Contract.

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: 00:00hrs, 13th December 2020 (PCD 2020)

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**

In Table 2.1 of Schedule 5 of the Contract, the section relating to Service Group EK02 shall be deleted in its entirety and replaced with the section relating to Service Group EK02 as set out in the Appendix to this Supplemental Agreement.

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

duly authorised for and on behalf of

NETWORK RAIL

INFRASTRUCTURE LIMITED

)

)

)

) Shaun King, Route Director Sussex

) Dated 9 Dec 2020



SIGNED by

duly authorised for and on behalf of

ARRIVA RAIL LONDON LIMITED

) Paul Hutchings

) Managing Director

) 11 Dec 2020



Appendix

2 Passenger Train Slots

Table 2.1: Passenger Train Slots

1						2					
Service Group: EK02 -						Rights effective until the Principal Change Date 2022					
Service description Watford DC						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday ¹	Saturday	Sunday
						Morning Peak	Evening Peak				
London Euston	Watford Junction	DC Electric Lines	All Stations	22216000	710	0	12	61	73	73	63
Watford Junction	London Euston	DC Electric Lines	All Stations	22216000	710	12	0	61	73	72	62
London Euston	Willesden Jn Low Level	DC Electric Lines	All Stations	22216000	710	0	0	1	1	2	2
Willesden Jn Low Level	London Euston	DC Electric Lines	All Stations	22216000	710	0	0	1	1	0	0

1						2					
Service Group: EK02						Rights effective from the Principal Change Date 2022					
Service description Watford DC						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday¹	Saturday	Sunday
						Morning Peak	Evening Peak				
London Euston	Watford Junction	DC Electric Lines	All Stations	22216000	710	0	9	46	55	55	50
Watford Junction	London Euston	DC Electric Lines	All Stations	22216000	710	9	0	45	54	54	48
London Euston	Willesden Jn Low Level	DC Electric Lines	All Stations	22216000	710	0	0	0	0	0	0
Willesden Jn Low Level	London Euston	DC Electric Lines	All Stations	22216000	710	0	0	0	0	0	0