

Dated

[REDACT]

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

AMEY KEOLIS INFRASTRUCTURE / SEILWAITH AMEY KEOLIS LIMITED

RAIL NETWORK CONNECTION AGREEMENT

**in respect of a connection between the Network Rail Network and the Core Valley Lines
Network at Queen Street Cardiff**

INDEX

	Page
1	DEFINITIONS AND INTERPRETATIONS.....4
1.1	Definitions.....4
1.2	Interpretation..... 10
1.3	Indemnities..... 11
2	COMMENCEMENT..... 11
2.1	Commencement Date..... 11
2.2	Transfer Date..... 11
3	STANDARD OF PERFORMANCE..... 11
3.1	General standard..... 11
3.2	Good faith..... 11
4	PERMISSION TO CONNECT..... 11
5	OBLIGATIONS IN RESPECT OF THE CONNECTION OF THE CORE VALLEY LINES NETWORK TO THE NR NETWORK..... 12
5.1	Obligations of AKIL..... 12
5.2	Obligations of Network Rail..... 13
6	JOINT OBLIGATIONS AND INTERFACE..... 15
7	RIGHT OF ENTRY..... 16
8	termination and tfw step-in..... 16
9	LIABILITY..... 17
9.1	Performance Orders in relation to breach..... 17
9.2	Compensation in relation to breach..... 17
9.3	AKIL indemnity..... 17
9.4	Network Rail indemnity..... 18
10	RESTRICTIONS ON CLAIMS..... 18
10.1	Notification and mitigation..... 18
10.2	Restrictions on claims by Network Rail..... 18
10.3	Restrictions on claims by AKIL..... 19
10.4	Restriction on claims by both parties..... 19
10.5	Limitation on liability..... 19
11	GOVERNING LAW..... 19
12	DISPUTE RESOLUTION..... 20
12.1	Arbitration..... 20
12.2	Not used..... 20

12.3	Performance Orders	20
12.3.1	Power to order provisional relief	20
12.3.2	Performance Orders	20
12.3.3	Duties of the arbitrator in relation to Performance Orders	20
12.4	Remedies	20
12.5	Exclusion of applications on preliminary points of law	21
13	CONFIDENTIALITY	21
13.1	General Obligation	21
13.7	Ownership of Confidential Information	24
13.8	Freedom of Information Act	24
13.9	Acknowledgement	24
13.10	Freedom of Information Act Obligations	25
13.11	Confidential Information and Information Requests	25
14	ASSIGNMENT	25
14.2	Assignment, Novation and Transfer to Affiliates	26
14.3	Approval of the ORR	26
15	REVIEW OF THE OPERATION OF THIS AGREEMENT	26
16	NOT USED	26
17	FORCE MAJEURE EVENTS	26
17.1	Nature and extent of relief for Force Majeure Event	26
17.2	Entitlement to relief in respect of Force Majeure Event	27
17.3	Procedure for claiming relief	27
17.4	Force Majeure Notices and Reports	27
17.4.1	Force Majeure Notice	27
17.4.2	Force Majeure Report	27
17.4.3	Other information	28
17.5	Mitigation	28
17.6	Duration of relief for Force Majeure Event	28
17.7	Availability of Performance Order	28
18	MISCELLANEOUS	29
18.1	Non waiver	29
18.1.1	No waiver	29
18.1.2	Failure or delay in exercising a right or remedy	29
18.2	Variations	29
18.2.1	Amendments to be in writing and to be approved	29

18.2.2	Office of Rail and Road approval needed.....	29
18.2.3	Conformed copy of Agreement.....	29
18.3	Entire Agreement and exclusive remedies.....	30
18.3.1	Entire Agreement	30
18.3.2	Exclusive remedies	30
18.3.3	Fraud, death and personal injury.....	30
18.4	Notices.....	31
18.4.1	Giving of notices.....	31
18.4.2	Right to modify communication details.....	31
18.4.3	Deemed receipt	31
18.5	Counterparts.....	32
18.6	Survival.....	32
18.7	Contracts (Rights of Third Parties) Act 1999	32
18.7.1	Application to third parties	32
18.7.2	Application to the Office of Rail and Road	32
SCHEDULE 1: CONNECTION POINT ASSETS.....		33
PART 2 Initial Condition Statement.....		33
SCHEDULE 2: contact details.....		43
SCHEDULE 3: Limitation on liability		45
1	Definitions.....	45
2	Application.....	45
3	Limitation on Network Rail’s liability.....	45
4	Limitation on AKIL’s liability	45
5	Disapplication of limitation	46
6	Exclusion of legal and other costs	46
7	Exclusion of certain Relevant Losses	46
8	Continuing breaches.....	46
9	Final determination of claims	46

THIS CONNECTION AGREEMENT is made on [REDACT]

BETWEEN:

- (1) **Network Rail Infrastructure Limited**, a company registered in England under number 02904587 having its registered office at 1 Eversholt Street, London, NW1 2DN (“**Network Rail**”); and
- (2) **Amey Keolis Infrastructure / Seilwaith Amey Keolis Limited**, a company registered in England and Wales under number 11389544 having its registered office at Transport For Wales CVL Infrastructure Depot Ty Trafnidiaeth, Treforest Industrial Estate, Gwent Road, Pontypridd, United Kingdom, CF37 5UT ("**AKIL**").

WHEREAS:

- (A) It is intended that AKIL will, from the Transfer Date, be the Infrastructure Manager of the Core Valley Lines Network.
- (B) Network Rail is the owner of the NR Network.
- (C) Following the Transfer Date, rail services will operate on the Core Valley Lines Network and then are expected to run onto the NR Network.
- (D) Network Rail and TfW entered into a Transfer Framework Agreement dated 5th November 2018 (the "**Transfer Framework Agreement**"). Clause 12 of the Transfer Framework Agreement requires Network Rail to use reasonable endeavours to agree the terms of certain agreements ("**Required Agreements**") with the Infrastructure Manager (being AKIL from the Transfer Date) including in respect of connection points between the Core Valley Lines Network and the NR Network.
- (E) This Agreement constitutes a Required Agreement pursuant to Clause 12 of the Transfer Framework Agreement.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement unless the context otherwise requires:

“**access contract**” has the meaning ascribed to it in section 17(6) of the Act;

“**Access Dispute Resolution Rules**” and “**ADRR**” means the rules regulating the resolution of disputes between parties to access contracts entitled “The Access Dispute Resolution Rules”;

“**Act**” means the Railways Act 1993;

“**Affected Party**” means, in relation to a Force Majeure Event, the party claiming relief under Clause 17 by virtue of that Force Majeure Event, and “**Non-affected Party**” shall be construed accordingly;

“**Affiliate**” means, in relation to any company:

- (a) a company which is either a holding company or a subsidiary of such company;
or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary,

and for these purposes “holding company” and “subsidiary” have the meanings ascribed to them in section 1159 of the Companies Act 2006;

“Agreement” means this rail networks connection agreement, including all Schedules and annexes to it;

“Agreement Year” means each yearly period commencing on the Commencement Date and subsequently on each anniversary of such date;

“AKIL Connection Point Assets” means those assets of AKIL which are located in the vicinity of the Queen Street Connection Point as more particularly described in Part 1(A) of Schedule 1 and/or the Applicable Procedures;

“Allocation Chair” has the meaning ascribed to it in the ADRR;

“Applicable Procedures” means:

- (a) any applicable procedures, timescales or arrangements which have been or are formally agreed in writing by Network Rail and AKIL from time to time; but
- (b) to the extent any of the matters referred to in sub-paragraph (a) include standards in respect of the NR Network set by Network Rail or standards in respect of the Core Valley Lines Network set by AKIL then they shall be notified by the relevant standard-setting infrastructure manager to the other party rather than being formally agreed in writing;

“CVL Services Agreement” means the agreement dated prior to the Transfer Date between AKIL and Network Rail regarding certain services to be provided by Network Rail in respect of the Core Valley Lines Network;

“Core Valley Lines Network” means the railway network known as the Cardiff Core Valley Lines, which connects with Network Rail’s railway network at two separate connection points:

- (i) at the Core Valley Lines’ west boundary, between Ninian Park (exclusive) and Waun-gron Park stations on the Up and Down Treforest lines at 1m 20ch (ELR = RAD); and
- (ii) at the Core Valley Lines’ east boundary, between Cardiff Central (exclusive) and Cardiff Queen Street stations on the Up and Down Llandaff lines at 0m 13ch (ELR = CEJ),

and includes the following railway lines (locations inclusive unless specified otherwise):

- (a) Rhymney to Cardiff Queen Street;
- (b) Coryton branch;

- (c) Ystrad Mynach to Cwmbargoed;
- (d) Merthyr Tydfil to Cardiff Queen Street;
- (e) Aberdare to Cardiff Queen Street;
- (f) Aberdare to Hirwaun (not in use);
- (g) Treherbert to Cardiff Queen Street;
- (h) Radyr to Ninian Park (exclusive);
- (i) Cardiff Queen Street to Cardiff Central (exclusive); and
- (j) Cardiff Queen Street to Cardiff Bay,

and includes any changes or extensions to such Core Valley Lines network, which have been notified to ORR and in respect of which ORR has consented.

“Commencement Date” means the date of signature of this Agreement;

“Competent Authority” means any local, national or supra-national agency, authority, department, inspectorate, minister, ministry, official, court, tribunal or public or statutory person (whether autonomous or not), whether of the United Kingdom or of the European Union which has, in respect of this Agreement, jurisdiction over either Network Rail and/or AKIL and/or the subject matter of this Agreement;

“Confidential Information” means:

- (a) the terms of this Agreement;
- (b) any information, data or document received under or in connection with this Agreement; and
- (b) information relating to the affairs of one party to this Agreement or any of its Affiliates which has been provided by any such person to the other party under or for the purposes of this Agreement,

the disclosure of which is likely materially to compromise or otherwise prejudice the commercial interests of either party, trade secrets, Intellectual Property Rights and know-how of either party and all personal data and sensitive personal data within the meaning of the General Data Protection Regulation;

“Connection Point Assets” means AKIL Connection Point Assets and the Network Rail Connection Point Assets;

“Emergency” means:

- (a) an event or circumstance affecting the NR Network or the Core Valley Lines Network at or in the vicinity of the Queen Street Connection Point giving rise to an immediate apprehension of damage to property, injury to persons or Environmental Damage, or
- (b) an event or circumstance which materially prevents or materially disrupts the operation of trains on the NR Network or Core Valley Lines Network, the alleviation of which would entail the use or non-use of the Queen Street Connection Point;

“Environmental Damage” means any material injury or damage to persons, living organisms or property (include offence to man’s senses) or any pollution or impairment of the environment resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration;

“FOI Legislation” has the meaning ascribed to it in Clause 13.8.2;

“Force Majeure Event” means any of the following events (and any circumstance arising as a direct consequence of any of the following events):

- (a) an act of the public enemy or terrorists or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;
- (b) acts of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;
- (c) natural disasters or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
- (d) nuclear, chemical or biological contamination;
- (e) pressure waves caused by devices travelling at supersonic speeds;
- (f) discovery of fossils, antiquities or unexploded bombs; and
- (g) strike or other industrial action which is a single circumstance and which also is a strike or industrial action in sectors of the economy other than the railway industry;

“Force Majeure Notice” means a notice to be given by the Affected Party to the other party stating that a Force Majeure Event has occurred;

“Force Majeure Report” means a report to be given by the Affected Party to the other party following the giving of a Force Majeure Notice;

“General Data Protection Regulation” means the General Data Protection Regulation (EU) 2016/679;

“Information” has the meaning ascribed to it in Clause 13.8.3;

“Information Request” has the meaning ascribed to it in Clause 13.8.5;

“Infrastructure Manager” has the meaning ascribed to it in the Railway Regulations;

“Infrastructure Manager Services” has the meaning ascribed to it in the ODP Grant Agreement;

“Initial Condition Statement” means the statement given by Network Rail in relation to the Connection Point Assets as detailed at Part 2 of Schedule 1;

“Innocent Party” means, in relation to a breach of an obligation under this Agreement, the party who is not in breach of that obligation;

“Intellectual Property Rights” and **“IPR”** means patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation; database rights and all rights and

forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition;

“**Liability Cap**” has the meaning ascribed to it in paragraph 1 of Schedule 3;

“**network**” has the meaning ascribed to it under section 83(1) of the Act;

“**Network Licence**” means a licence granted pursuant to Section 8 of the Railways Act 1993 (as amended by the Transport Act 2000);

“**Network Rail Connection Point Assets**” means those assets of Network Rail which are located in the vicinity of the Queen Street Connection Point as more particularly described in Part 1(B) of Schedule 1 and/or the Applicable Procedures;

“**Nomination Notice**” means a notice served by the Welsh Ministers on Network Rail and AKIL in accordance with clause 8.2;

“**NR Network**” means the network of which Network Rail is the owner and which is situated in England, Wales and Scotland;

“**ODP Grant Agreement**” means the operator and development partner agreement between Keolis Amey Wales Cymru Limited (“**ODP**”) and the Welsh Ministers dated 4 June 2018;

“**Office of Rail and Road**” has the meaning ascribed to it under section 15 of the Railways and Transport Safety Act 2003, and “**ORR**” shall be construed accordingly;

“**Operational Control**” means the safe management and direction of rolling stock;

“**Performance Order**” has the meaning ascribed to it in Clause 12.3.2;

“**Procedure Agreement**” has the meaning ascribed to it in the ADRR;

“**Queen Street Connection Point**” means the points at which the railway lines of the NR Network and the Core Valley Lines Network connect at or around the boundary of the Core Valley Lines Network and the NR Network as marked on the Queen Street Plan;

“**Queen Street Plan**” means the plan set out in Schedule 4 to this Agreement;

“**Railway Group Standards**” means all:

- (a) technical standards to which railway assets or equipment used on or as part of the NR Network or the Core Valley Lines Network (as the case may be) must conform; and
- (b) operating procedures with which the operators of railway assets must comply, in each case as issues by the Rail Safety and Standards Board Limited and authorised

pursuant to the Railway Group Standards Code (and references to Railway Group Standard shall be construed accordingly);

“Railway Regulations” means The Railways (Access, Management and Licensing of Railway Undertakings) Regulations 2016;

“Relevant Dispute” means any difference between the parties arising out of or in connection with this Agreement;

“Relevant Force Majeure Event” means a Force Majeure Event in relation to which an Affected Party is claiming relief under Clause 17;

“Relevant Losses” means, in relation to:

- (a) a breach of this Agreement; or
- (b) in the case of Clause 9, any of the matters specified in Clause 9.3(a), (b) or (c) or Clause 9.4(a), (b) or (c) (each a “breach” for the purpose of this definition),

all costs, losses (including loss of profit and loss of revenue), expenses, payments, damages, liabilities, interest and the amounts by which rights or entitlements to amounts have been reduced, in each case incurred or occasioned as a result of or by such breach;

“Relevant Obligation” means an obligation under this Agreement in respect of which a Force Majeure Event has occurred and the Affected Party has claimed relief under Clause 17;

“rolling stock” has the meaning ascribed to it in section 83(1) of the Act;

“Safety Obligations” means all applicable obligations concerning health and safety (including any duty of care arising at common law, and any obligation arising under statute, statutory instrument or mandatory code of practice) in Great Britain;

“Termination Event” means the termination of:

- (i) the Infrastructure Manager Services under the ODP Grant Agreement;
 - (ii) the ODP Grant Agreement; or
 - (iii) AKIL otherwise ceasing to be the Infrastructure Manager of the Core Valley Lines Network,
- in each case, before the contractual expiry date of the ODP Grant Agreement.

“TfW” means Transport for Wales, the company wholly owned by the Welsh Ministers;

“Train Operator” means an operator of trains who has permission to use track under an access contract;

“Transfer Date” means the date on which AKIL becomes Infrastructure Manager of the Core Valley Lines Network;

“Value Added Tax” means value added tax as provided for in the Value Added Tax Act 1994, and any tax similar or equivalent to value added tax or any turnover tax

replacing or introduced in addition to them, and “VAT” shall be construed accordingly; and

"Welsh Ministers" means the Welsh Ministers whose principal place of business is at Crown Buildings, Cathays Park, Cardiff, CF10 3NO, or any successor to all or part of their rights and functions.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any one gender includes the other;
- (c) all headings are for convenience of reference only and shall not be used in the construction of this Agreement;
- (d) reference to an item of primary or secondary legislation is to that item as amended or replaced from time to time;
- (e) reference to a contract, instrument or other document is to that contract, instrument or other document as amended, novated, supplemented or replaced from time to time;
- (f) reference to a party is to a party to this Agreement, its successors and permitted assigns;
- (g) reference to a recital, Clause, annex or Schedule is to a recital, Clause, annex or Schedule of or to this Agreement; reference in an annex or a Schedule to a Part of an annex or a Schedule is to a part of the annex or Schedule in which the reference appears; reference in a Part of an annex or a Schedule to a paragraph is to a paragraph of that part;
- (h) where a word or expression is defined, cognate words and expressions shall be construed accordingly;
- (i) references to the word “person” or “persons” or to words importing persons include individuals, firms, corporations, government agencies, committees, departments, authorities and other bodies incorporated or unincorporated, whether having separate legal personality or not;
- (j) “otherwise” and words following “other” shall not be limited by any foregoing words where a wider construction is possible;
- (k) the words “including” and “in particular” shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of any foregoing words; and
- (l) words and expressions defined in the Act shall, unless otherwise defined in this Agreement, have the same meanings in this Agreement.

1.3 Indemnities

Indemnities provided for in this Agreement are continuing indemnities in respect of the Relevant Losses to which they apply, and hold the indemnified party harmless on an after tax basis.

2 COMMENCEMENT

2.1 Commencement Date

Clauses 1, 2, 10-14, 18 and Schedule 3 shall come into force on the Commencement Date and shall continue in force thereafter.

2.2 Transfer Date

The remaining provisions of this Agreement shall take effect on the Transfer Date and shall continue in force thereafter until termination in accordance with this Agreement.

3 STANDARD OF PERFORMANCE

3.1 General standard

Without prejudice to all other obligations of the parties under this Agreement, each party shall, in its dealings with the other for the purpose of, and in the course of performance of its obligations under, this Agreement, act with due efficiency and economy and in a timely manner with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced:

- (a) network owner and operator (in the case of Network Rail); and
- (b) Infrastructure Manager (in the case of AKIL).

3.2 Good faith

The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this Agreement (including when conducting any discussions or negotiations arising out of the application of any provisions of this contract or exercising any discretion under them), at all times act in good faith.

4 PERMISSION TO CONNECT

4.1 Network Rail grants AKIL permission to connect the Core Valley Lines Network to the NR Network at the Queen Street Connection Point.

4.2 AKIL grants Network Rail permission to connect the NR Network to the Core Valley Lines Network at the Queen Street Connection Point.

5 OBLIGATIONS IN RESPECT OF THE CONNECTION OF THE CORE VALLEY LINES NETWORK TO THE NR NETWORK

5.1 Obligations of AKIL

5.1.1 AKIL shall not:

- (a) sever the connection of the NR Network to the Core Valley Lines Network at the Queen Street Connection Point; or
- (b) take any action or omit to take any action at or in the vicinity of the Queen Street Connection Point which impedes and/or interferes with access to/from the Core Valley Lines Network at or around the Queen Street Connection Point,

unless it has, except in an Emergency, obtained the prior written consent of Network Rail (whose consent shall not be unreasonably withheld) in respect of such severance, interference, impediment, action or omission and, where applicable, acted in accordance with any Applicable Procedures in relation to the undertaking of any inspection, maintenance, repair or renewal of the Core Valley Lines Network.

5.1.2 In an Emergency, AKIL shall, within a reasonable time of the occurrence of the Emergency and in accordance with any Applicable Procedures, give notice to Network Rail:

- (a) of the circumstances giving rise to the Emergency;
- (b) describing the action taken by AKIL to deal with the Emergency;
- (c) describing the impact of its actions on the Queen Street Connection Point; and
- (d) giving an indication of the timescale for reinstating the connection and allowing rolling stock access to the NR Network.

5.1.3 AKIL shall:

- (a) reinstate, at its own cost, the connection of the Core Valley Lines Network to the NR Network, where such connection has been severed by AKIL:
 - (i) as soon as reasonably practicable after the date of severance; and
 - (ii) in accordance with applicable Railway Group Standards;
- (b) consult with Network Rail in respect of all planned inspections, maintenance, renewals or enhancements on the Core Valley Lines Network which may impede access to and/or from the NR Network in accordance with any Applicable Procedures, and have due regard to any comments and representations reasonably made by Network Rail in relation thereto;
- (c) be responsible for the Operational Control of all rolling stock movements on the Core Valley Lines Network except to the extent that the parties have agreed in the CVL Services Agreement that Network Rail shall be responsible for such Operational Control;
- (d) ensure that:
 - (i) all persons authorised by AKIL to be on Network Rail's land and/or premises at or in the vicinity of the Queen Street Connection Point (for

any duration) observe the safety and security requirements of Network Rail relating to the Queen Street Connection Point as set out in the Applicable Procedures; and

- (ii) where the presence of such persons causes disruption to the operation of the NR Network, AKIL shall use reasonable endeavours to minimise the effects of such disruption.
- (e) use reasonable endeavours to minimise the likelihood of any disruption to the operation of the NR Network arising from:
- (i) the exercise of its rights or performance of its obligations under this Agreement;
 - (ii) any person authorised but AKIL to be at or in the vicinity of the Queen Street Connection Point.

Without prejudice to the foregoing, where a matter described in sub-clause 5.1.3(e)(i) or 5.1.3(e)(ii) above gives rise to disruption on the NR Network, AKIL shall:

- (a) use reasonable endeavours to minimise the extent of such disruption; and
- (b) act in accordance with good industry practice and any Applicable Procedures in relation to the management and remediation of the consequences of operational disruption;
- (f) promptly provide, in accordance with the Applicable Procedures, Network Rail with any amendments to AKIL's safety and security requirements, that relate to the Queen Street Connection Point; and
- (g) establish and maintain or procure the establishment and maintenance of adequate security at the Queen Street Connection Point.

5.2 Obligations of Network Rail

5.2.1 Network Rail shall not:

- (a) sever the connection of the Core Valley Lines Network to the NR Network at the Queen Street Connection Point; or
- (b) take any action or omit to take any action at or in the vicinity of the Queen Street Connection Point which impedes and/or interferes with access to/from the NR Network at or around the Queen Street Connection Point,

unless it has, except in an Emergency, obtained the prior written consent of AKIL (whose consent shall not be unreasonably withheld) in respect of such severance, interference, impediment, action or omission and, where applicable, acted in accordance with any Applicable Procedures in relation to the undertaking of any inspection, maintenance, repair or renewal of the NR Network.

5.2.2 In an Emergency, Network Rail shall, within a reasonable time of the occurrence of the Emergency and in accordance with any Applicable Procedures, give notice to AKIL:

- (a) of the circumstances giving rise to the Emergency;

- (b) describing the action taken by Network Rail to deal with the Emergency;
- (c) describing the impact of its actions on the Queen Street Connection Point; and
- (d) giving an indication of the timescale for reinstating the connection and allowing rolling stock access to the Core Valley Lines Network.

5.2.3 Network Rail shall:

- (a) re-instate, at its own cost, the connection of the NR Network to the Core Valley Lines Network, where such connection has been severed by Network Rail:
 - (i) as soon as reasonably practicable after the date of severance; and
 - (ii) in accordance with applicable Railway Group Standards;
- (b) consult with AKIL in respect of all planned inspections, maintenance, renewals or enhancements on the NR Network which may impede access to and/or from the Core Valley Lines Network in accordance with any Applicable Procedures, and have due regard to any comments and representations reasonably made by AKIL in relation thereto;
- (c) be responsible for the Operational Control of all rolling stock movements on the NR Network and, to the extent Network Rail has agreed to be responsible for the Operational Control of all rolling stock movements on the Core Valley Lines Network pursuant to the CVL Services Agreement, the Core Valley Lines Network;
- (d) ensure that;
 - (i) all persons authorised by Network Rail to be on AKIL's land and/or premises at or in the vicinity of the Queen Street Connection Point (for any duration) observe the safety and security requirements of AKIL relating to Queen Street Connection Point as set out in the Applicable Procedures; and
 - (ii) where the presence of such persons causes disruption to the operation of the Core Valley Lines Network, Network Rail shall use reasonable endeavours to minimise the effects of such disruption;
- (e) use reasonable endeavours to minimise the likelihood of any disruption to the operation of the Core Valley Lines Network arising from:
 - (i) the exercise of its rights or performance of its obligations under this Agreement; or
 - (ii) any person authorised by Network Rail to be at or in the vicinity of the Queen Street Connection Point.

Without prejudice to the foregoing, where a matter described in sub-clause 5.2.3(e)(i) or 5.2.3(e)(ii) above gives rise to disruption on the Core Valley Lines Network, Network Rail shall:

- (a) use reasonable endeavours to minimise the extent of such disruption; and

- (b) act in accordance with good industry practice and any Applicable Procedures in relation to the management and remediation of the consequences of operational disruption;
 - (f) promptly provide, in accordance with the Applicable Procedures, AKIL with any amendments to Network Rail's safety and security requirements relating to the Queen Street Connection Point; and
 - (g) establish and maintain or procure the establishment and maintenance of adequate security at the Queen Street Connection Point.
- 5.2.4 Network Rail agree that AKIL will not be in breach of this Agreement for failure to keep the connection open in accordance with clause 5.1 to the extent that such failure to keep the connection open as described in clause 5.1 is because Network Rail have failed to:
- (a) rectify any Infrastructure Faults (as defined under the Transfer Framework Agreement) prior to the Transfer Date; or
 - (b) maintain the Connection Point Assets in accordance with the Initial Condition Statement prior to the Transfer Date,
- and any such failure prevents the safe use of the Queen Street Connection Point.

6 JOINT OBLIGATIONS AND INTERFACE

6.1 Network Rail and AKIL shall:

- (a) review as necessary and in accordance with Railway Group Standards, arrangements for the safe transfer of Operational Control of rolling stock movements from one party to the other, in consultation with Train Operators who have permission to use the Core Valley Lines Network;
- (b) work together to ensure that the interface between the Core Valley Lines Network and the NR Network is and continues to be:
 - (i) compatible, to the extent reasonably necessary to ensure the operation of railway passenger services across the Queen Street Connection Point; and
 - (ii) compliant with applicable Railway Group Standards, save to the extent that AKIL or Network Rail has been granted any derogations from such Railway Group Standards;
- (c) inspect the condition of the Connection Point Assets in accordance with the Applicable Procedures;
- (d) in accordance with the Applicable Procedures, place and maintain suitable markers at the Queen Street Connection Point which define the maintenance boundaries between the parties;
- (e) review the validity of the Plan and part 1 of Schedule 1 as necessary and as may reasonably be required by either of the Parties and make such amendments to either or both of them as are appropriate.

7 RIGHT OF ENTRY

- 7.1 AKIL shall be entitled to enter onto the land and/or premises of Network Rail in the vicinity of the Queen Street Connection Point for the following purposes:
- (a) to inspect, test, maintain, repair and renew those of AKIL Connection Point Assets that are located on Network Rail's land and/or premises; and
 - (b) to carry out remedial procedures in the event of an Emergency,
- provided that at all times (including in an Emergency) in entering and while upon such land and/or premises AKIL shall act in accordance with good industry practice and any Applicable Procedures.
- 7.2 Network Rail shall be entitled to enter onto the land and/or premises of AKIL in the vicinity of the Queen Street Connection Point for the following purposes:
- (a) to inspect, test, maintain, repair and renew those of the Network Rail Connection Point Assets that are located on Network Rail's land and/or premises;
 - (b) to carry out remedial procedures in the event of an Emergency,
- provided that at all times (including in an Emergency) in entering and while upon such land and/or premises Network Rail shall act in accordance with good industry practice and any Applicable Procedures.
- 7.3 Save as expressly set out in this Agreement and save for any rights of access which a party may have granted to the other party by way of easement, under contract, wayleave and/or other right or as otherwise provided under law:
- (a) AKIL shall not be entitled, for itself or on behalf of any other person, to any right of access to the NR Network; and
 - (b) Network Rail shall not be entitled, for itself or on behalf of any other person, to any right of access to the Core Valley Lines Network.

8 TERMINATION AND TFW STEP-IN

- 8.1 Either party shall be entitled to terminate this Agreement on giving written notice to the other:
- (a) in the event that the ODP Grant Agreement terminates or AKIL otherwise cease to be Infrastructure Manager of the Core Valley Lines Network earlier than the original expiry date of the ODP Grant Agreement for any reason, subject to Clauses 8.2 and 8.3 below where a Nomination Notice has been served; and
 - (b) on the expiry of the ODP Grant Agreement.

8.2 Nomination Notice

The Welsh Ministers may serve upon Network Rail and AKIL written notice between two (2) Business Days and fourteen (14) days before the date of any Termination Event prohibiting either Network Rail or AKIL from terminating this Agreement before the

date of the Termination Event and nominating TfW or another party (the “Nominee”) to exercise a right of step in to this Agreement pursuant to clause 8.3.

8.3 Step-In Right for the Nominee

- (a) If Network Rail and AKIL receive a Nomination Notice, the Nominee shall within 14 days of such Nomination Notice (or such shorter period as expires on the date of the Termination Event) exercise a right to step into the role of AKIL under this Agreement to take effect on the date of the Termination Event by notifying Network Rail and AKIL in writing (such notice to be accompanied by evidence that the Nominee has a Network Licence), whereupon (subject to Clause 8.3(b)), the Nominee shall covenant with Network Rail to observe and perform the obligations of AKIL under this contract and so that from and including the date of exercise of such right:
 - (i) AKIL shall incur no further obligations under this Agreement; and
 - (ii) references to AKIL in this contract shall be deemed to refer to the Nominee.
- (b) Notwithstanding Clause 8.3(a), the Nominee shall not be liable to pay to Network Rail any sum attributable to the period prior to the step in right being exercised pursuant to Clause 8.3(a) and AKIL shall not be liable to pay to Network Rail any sum attributable to the period on and after the step in right being exercised pursuant to Clause 8.3(a).
- (c) If the Nominee does not step into this contract on the date of a Termination Event then either AKIL or Network Rail shall be free to terminate this contract as if a Nomination Notice had not been served.

9 LIABILITY

9.1 Performance Orders in relation to breach

In relation to any breach of this Agreement:

- (a) the Innocent Party shall be entitled to apply under Clause 12.4 for a Performance Order against the party in breach; and
- (b) if a Performance Order is made, the party against whom it has been made shall comply with it.

9.2 Compensation in relation to breach

In relation to any breach of this Agreement the party in breach shall indemnify the Innocent Party against all Relevant Losses.

9.3 AKIL indemnity

AKIL shall indemnify Network Rail against all Relevant Losses resulting from:

- (a) a failure by AKIL to comply with its Safety Obligations but only insofar as they relate to the exercise of its rights or performance of its obligations under this Agreement;
- (b) any Environmental Damage arising in the vicinity of the Queen Street Connection Point and arising directly from the acts or omissions of AKIL; and
- (c) any damage to the NR Network in the vicinity of the Queen Street Connection Point and arising directly from AKIL's negligence.

9.4 Network Rail indemnity

Network Rail shall indemnify AKIL against all Relevant Losses resulting from:

- (a) a failure by Network Rail to comply with its Safety Obligations but only insofar as they relate to the exercise of its rights or performance of its obligations under this Agreement;
- (b) any Environmental Damage in the vicinity of the Queen Street Connection Point and arising directly from any acts or omissions of Network Rail; and
- (c) any damage to the Core Valley Lines Network in the vicinity of the Queen Street Connection Point and arising directly from Network Rail's negligence.

10 RESTRICTIONS ON CLAIMS

10.1 Notification and mitigation

A party wishing to claim in relation to a breach of this Agreement or under an indemnity provided for in this Agreement:

- (a) shall notify the other party of the relevant circumstances giving rise to that claim as soon as reasonably practicable after first becoming aware of those circumstances (and in any event within 365 days of first becoming so aware); and
- (b) subject to Clause 10.1(c), shall take all reasonable steps to prevent, mitigate and restrict the circumstances giving rise to that claim and any Relevant Losses connected with that claim; but
- (c) shall not be required to exercise any specific remedy available to it under this Agreement.

10.2 Restrictions on claims by Network Rail

Any claim by Network Rail against AKIL in relation to a breach of this Agreement or under an indemnity for Relevant Losses:

- (a) shall exclude payments to any person under or in accordance with the provisions of any access contract;
- (b) shall exclude loss of revenue in respect of permission to use any part of the NR Network under or in accordance with any access contract with any person; and
- (c) shall:

- (i) include Relevant Losses only to the extent that these constitute amounts which Network Rail would not have incurred as network owner and operator but for the relevant breach or negligence; and
- (ii) give credit for any savings to Network Rail which result or are likely to result from the incurring of such amounts.

10.3 Restrictions on claims by AKIL

Any claim by AKIL against Network Rail in relation to a breach of this Agreement or under an indemnity for Relevant Losses

- (a) shall exclude payments to any person under or in accordance with the provision of any access contract;
- (b) shall exclude loss of revenue in respect of permission to use any part of the Core Valley Lines Network under or in accordance with any access contract with any person; and
- (c) shall:
 - (i) include Relevant Losses only to the extent that these constitute amounts which AKIL would not have incurred as network owner and operator but for the relevant breach or negligence; and
 - (ii) give credit for any savings to AKIL which result or are likely to result from the incurring of such amounts.

10.4 Restriction on claims by both parties

Any claim in relation to a breach of this Agreement or under an indemnity for Relevant Losses shall exclude Relevant Losses which:

- (a) do not arise naturally from the breach; and
- (b) were not, or may not reasonably be supposed to have been, within the contemplation of the parties:
 - (i) at the time of the making of this Agreement; or
 - (ii) where the breach relates to a modification or amendment to this Agreement, at the time of the making of such modification or amendment, as the probable result of the breach.

10.5 Limitation on liability

Schedule 3 shall have effect so as to limit the liability of the parties to one another in relation to a breach of this Agreement or under the indemnities in Clause 9 of this Agreement, in each case subject to Clause 18.3.3 of this Agreement.

11 GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12 DISPUTE RESOLUTION

12.1 Arbitration

12.1.1 A Relevant Dispute shall be referred for resolution in accordance with the ADRR in force at the time of the reference as modified by this Clause 12.

12.2 Not used.

12.3 Performance Orders

12.3.1 Power to order provisional relief

For the purposes of section 39 of the Arbitration Act 1996, should any Relevant Dispute be allocated in accordance with the ADRR to arbitration under Chapter F of the ADRR, the arbitrator shall have power to order on a provisional basis any relief which he would have power to grant in a final award including Performance Orders.

12.3.2 Performance Orders

A Performance Order:

- (a) is an order made under Clause 12.3.3(b), relating to a Relevant Dispute, whether by way of interim or final relief; and
- (b) may be applied for by Network Rail or AKIL in the circumstances set out in Clause 9.1, subject to the qualifications in Clause 17.7,

and an application for a Performance Order shall be without prejudice to any other remedy available to the claimant under this Agreement (whether final or interim or by way of appeal).

12.3.3 Duties of the arbitrator in relation to Performance Orders

Without prejudice to any additional remedies that may be ordered by the arbitrator under Clause 12.4, where a dispute is allocated in accordance with the ADRR to arbitration and a party has applied for a Performance Order, the parties shall agree in a Procedure Agreement that:

- (a) the arbitrator shall decide as soon as possible whether the application is well founded or not; and
- (b) if the arbitrator decides that the application is well founded, it shall be required to make an interim or final declaration to that effect and, in that event, the arbitrator may also make any interim or final order directing any party to do or to refrain from doing anything arising from such declaration which it considers just and reasonable in all the circumstances.

12.4 Remedies

The powers exercisable by the arbitrator as regards remedies shall include:

- (a) the powers specified in sections 48(3) to (5) of the Arbitration Act 1996;

- (b) the powers specified in the ADRR;
- (c) the power to make Performance Orders; and
- (d) the power to order within the same reference to arbitration any relief specified in Clause 12.4(a), (b) and (c) consequent upon, or for the breach of, any interim or final Performance Order previously made.

12.5 Exclusion of applications on preliminary points of law

Any recourse to any Court for the determination of a preliminary point of law arising in the course of the arbitration proceedings is excluded.

13 CONFIDENTIALITY

13.1 General Obligation

Subject to Clauses 13.2, 13.5 and 13.8 to 13.11 the parties shall:

13.1.1 at all times keep all Confidential Information confidential to the party receiving it (with the degree of care and the security measures that such party would apply to its own confidential information) and shall not copy or reproduce it in any manner or disclose such Confidential Information to any other person unless written authority to disclose the Agreement, information, data or documents has been obtained from the other Party.

- (a) in order for the Party concerned to perform its obligations under this Agreement and, in the case of AKIL, to perform its obligations under the ODP Grant Agreement; or
- (b) in order for the Party concerned to carry out its duties as Infrastructure Manager and which duty requires such Party to share such information with third parties;

13.1.2 procure that its Affiliates and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information, except with the disclosing party's prior written consent (not to be unreasonably withheld). If Network Rail requests (giving reasons for such request in sufficient detail for AKIL to be able to properly consider the request) that any information and/or data should be kept confidential and not disclosed (other than permitted under this Clause 13):

- (a) AKIL shall duly consider Network Rail's request; and
- (b) if AKIL considers that any such information should not be kept confidential, AKIL shall notify Network Rail,

whereupon, within 14 days of such notification, either party shall be entitled to refer the matter to the dispute resolution procedure under Clause 12. Pending the outcome of such resolution, the relevant information and/or data shall be deemed to be Confidential Information and shall not be disclosed other than as permitted under this Clause 13.

13.2 Permitted Disclosure

Each party receiving Confidential Information shall, without requiring the prior written consent of the disclosing party, but subject to Clause 13.3 below, be entitled to disclose Confidential Information:

- 13.2.1 where, and solely to the extent that, such disclosure is reasonably required by the receiving party in relation to and/or in order to perform its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, consultant, agent, officer or subcontractor (of any tier);
- 13.2.2 to its professional advisers who are bound to such party by a duty of confidence which applies to any Confidential Information disclosed;
- 13.2.3 to any Affiliate of either party or the ODP;
- 13.2.4 which is disclosed to such party by a third party which is not in breach of any undertaking or duty as to confidentiality whether express or implied;
- 13.2.5 to the extent it has become available to the public other than as a result of any breach of an obligation of confidence;
- 13.2.6 to any professional advisers (save as provided for in Clause 13.2.2) or consultants of such party engaged by or on behalf of such party and acting in that capacity;
- 13.2.7 to any insurer or insurance broker from whom such party is seeking insurance or in connection with the making of any claim under any policy of insurance;
- 13.2.8 to any lender, security trustee, bank or other institution from whom such party is seeking or obtaining finance or credit support for such finance, or any advisers to any such entity, or any rating agency from which such party is seeking a rating in connection with such finance or credit support;
- 13.2.9 to the extent required by the Act, any licence under section 8 of the Act held by the party in question, any other applicable law, the rules of any recognised stock exchange or regulatory body or any written request of any governmental or regulatory authority having the force of law;
- 13.2.10 under the order of court or tribunal of competent jurisdiction (including the Allocation Chair of any relevant forum specified in the ADRR);
- 13.2.11 to the Health and Safety Executive;
- 13.2.12 for the purpose of the examination and certification of a party's accounts;
- 13.2.13 in relation to disclosure by Network Rail or AKIL, in order, and solely to the extent required, to fulfil its network licence obligations or role as Infrastructure Manager or, to the extent that the Confidential Information relates to the NR Network or the Core Valley Lines Network respectively, to, and solely to the extent required, assist in the planning or execution of other maintenance, renewal or enhancement projects; and
- 13.2.14 in the case of AKIL, disclosure of this Agreement on the website of AKIL, the ODP, the Welsh Ministers, TfW or the ORR (subject to any agreed redactions in respect of commercially sensitive information) or in connection with any consultation process.

13.3 Obligations arising from disclosure

- 13.3.1 Where disclosure is permitted under Clauses 13.2.1, 13.2.3, 13.2.6, 13.2.7 and/or 13.2.8, the party making such disclosure shall ensure that the recipient of the information is subject to an equivalent obligation of confidentiality as that contained in this Agreement and shall use reasonable endeavours to ensure that any such recipient complies with such obligations.
- 13.3.2 If a party who has received information becomes required, in circumstances contemplated by Clauses 13.2.9 and 13.2.11, to disclose any information such party shall give to the other party such notice as is practical in the circumstances of such disclosure and shall consult and co-operate with the other party, having due regard to the other party's views, and take such steps as the other party may reasonably require in order to enable it to mitigate the effects of, or limit or avoid the requirements for, and such disclosure.

13.4 Commercial Exploitation

Subject to Clauses 13.2.2 to 13.2.11 (other than Clause 13.2.3), no party shall make use of, or exploit commercially for its own purposes, any Confidential Information issued or provided by or on behalf of another party in connection with this Agreement otherwise than for the purposes of this Agreement, except with the written consent of the party by whom or on whose behalf the information was provided. A receiving party shall immediately inform the disclosing party of the full circumstances of any breach whatsoever of the obligations in respect of Confidential Information.

13.5 Disclosure to Public Bodies

Nothing in this Clause 13 shall be deemed to prohibit, prevent or hinder, or render either party liable for, the disclosure of any information by that party to TfW, the ORR, Parliamentary Commissioner for Administration, a Minister of the Crown or any department of the Government of the United Kingdom, the European Commission, Parliament, the Scottish Parliament, the National Assembly for Wales, the Welsh Ministers, the Mayor of London, the Greater London Authority, the Secretary of State or any department or officer of any of them or of information which is otherwise disclosed for the purpose of facilitating the carrying out of its functions.

13.6 Register of Confidential Information

Each party shall keep a record of the Confidential Information disclosed to it and shall keep such Confidential Information (and any copies thereof) securely and so that it is easily locatable and identifiable. If this Agreement is terminated, each party shall at the other party's option;

- 13.6.1 return forthwith to the other party all Confidential Information (and any copies thereof) then within its possession or control; or
- 13.6.2 destroy forthwith such Confidential Information (and any copies thereof) using a secure and confidential method of destruction; or

13.6.3 unless reasonably requested to return or destroy it, retain such Confidential Information (and any copies thereof). If a party retains any such Confidential Information (and any copies thereof), the provisions of this Clause 13 shall remain in full force and effect in relation to such Confidential Information (and any copies thereof) notwithstanding the termination or expiry of this Agreement, and, in relation to Clauses 13.6.1 and 13.6.2 shall confirm to the other party, on request, that such action has been taken.

13.7 Ownership of Confidential Information

13.7.1 All Confidential Information shall be and shall remain the property of the party which supplied it to the other party.

13.7.2 Save as required by any unavoidable legal requirement or unavoidable direction of a Competent Authority, neither party shall issue any press release in relation to the matters contemplated by this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.

13.8 Freedom of Information Act

For the purposes of Clauses 13.8 to 13.11:

13.8.1 “**Assisting Party**” means the party assisting and cooperating with the FOIA Party;

13.8.2 “**FOI Legislation**” means the Freedom of Information Act 2000 (“**FOIA**”), all regulations made under it and the Environmental Information Regulations 1992 and any amendment or re-enactment of any of them, and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

13.8.2 “**FOIA Party**” means the party which is subject to the provisions of the FOIA;

13.8.4 “**Information**” means information recorded in any form held by the Assisting Party on behalf of the FOIA Party; and

13.8.5 “**Information Request**” means a request for any information under the FOI Legislation.

13.9 Acknowledgement

The Assisting Party acknowledges that if and for so long as the other party (the “**FOIA Party**”) is subject to the provisions of FOIA:

- 13.9.1 the FOIA Party is subject to the FOI Legislation and the Assisting Party agrees to assist and co-operate with the FOIA Party to enable the FOIA Party to comply with its obligations under the FOI Legislation, including providing to the FOIA Party of all information it may reasonably request; and
- 13.9.2 it may be obliged under the FOI Legislation to disclose the Information without consulting or obtaining consent from the Assisting Party.

13.10 Freedom of Information Act Obligations

Without prejudice to the generality of Clause 13.9, the Assisting Party shall:

- 13.10.1 transfer to such person as may be notified by the FOIA Party to the Assisting Party each Information Request relevant to this Agreement, as soon as practicable and in any event with 2 Working Days of receiving such Information Request; and
- 13.10.2 in relation to the Information held by the Assisting Party on behalf of the FOIA Party, provide the FOIA Party with details about and/or copies of all such Information that the FOIA Party requests and such details and/or copies shall be provided within 5 Working Days of a request from the FOIA Party (or such other period as the FOIA Party may reasonably specify), and in such form as the FOIA Party may reasonably specify.

13.11 Confidential Information and Information Requests

The FOIA Party, having regard to its statutory duties, shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation, save that, where any Information Request relates to Confidential Information, disclosed by the Assisting Party under this Agreement, the FOIA Party shall, where practicable, in advance of making any disclosure under the FOI Legislation and shall, acting reasonably, take due account of all reasonable representations by the Assisting Party that such Confidential Information is exempt information. The Assisting Party shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless authorised in writing to do so by the FOIA Party.

14 ASSIGNMENT

14.1 Prohibition on Assignment, Novation and Transfer

Subject to Clause 14.2, neither party may assign, its rights or novate or otherwise transfer any of its rights or obligations under this Agreement:

- 14.1.1 without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); and

14.1.2 without the approval of the ORR in accordance with Clause 14.3.

14.2 Assignment, Novation and Transfer to Affiliates

Subject to Clause 14.3, either party shall be entitled to assign its rights or novate or otherwise transfer its rights and obligations under this Agreement to any Affiliate of that party without any further consent required from the other party; provided that if such Affiliate is to cease to be an Affiliate of the assigning party, the assigning party shall procure that the Affiliate shall assign, novate or otherwise transfer back to the assigning party its rights and obligations under this Agreement.

14.3 Approval of the ORR

No such novation, assignment or transfer of this Agreement pursuant to Clause 14.1 or Clause 14.2 shall have effect unless approved by the ORR and effected in accordance with the conditions (if any) of its approval.

15 REVIEW OF THE OPERATION OF THIS AGREEMENT

15.1 The following matters shall be reviewed by Network Rail and AKIL on or before: (1) the fifth anniversary of the Commencement Date; and (2) each five year anniversary of the Commencement Date thereafter:

- (a) the validity of the Queen Street Plan and Schedule 1;
- (b) the operation of this Agreement including:
 - (i) whether it is operating effectively and as anticipated by Network Rail and AKIL;
 - (ii) the principle that no sums are paid by either party to the other under this Agreement; and
 - (iii) not used.

15.2 If as a consequence of any review contemplated by Clause 15.1, Network Rail and AKIL agree that any amendments should be made to this Agreement, such amendments, Clause 18.2 shall apply.

16 NOT USED

17 FORCE MAJEURE EVENTS

17.1 Nature and extent of relief for Force Majeure Event

Relief for a Force Majeure Event under this Clause 17:

- (a) extinguishes the obligation of the Affected Party to indemnify the other party under Clause 9.2 in respect of Relevant Losses sustained as a result of the failure of the Affected Party to perform a Relevant Obligation; but
- (b) is not available in respect of any other obligation to do or refrain from doing any other thing provided for in this Agreement.

17.2 Entitlement to relief in respect of Force Majeure Event

An Affected Party is entitled to relief in the event of a Force Majeure Event if and to the extent that:

- (a) performance of the Relevant Obligation has been prevented or materially impeded by reason of a Force Majeure Event;
- (b) it has taken all reasonable steps, taking account of all relevant circumstances (including as to whether the event in question could reasonably have been anticipated):
 - (i) to avoid the occurrence of the Force Majeure Event; and
 - (ii) to minimise, and where practicable avoid, the effects of the Force Majeure Event on its ability to perform the Relevant Obligation; and
- (c) except in the case of paragraph (g) of the definition of Force Majeure Event, none of the Affected Party, its officers, employees, or agents caused the Force Majeure Event.

17.3 Procedure for claiming relief

Without prejudice to Clause 17.2, an Affected Party is only entitled to claim relief for a Force Majeure Event under this Clause 17 if it complies with the obligations to give Force Majeure Notices, Force Majeure Reports and provide other information under Clause 17.4 and to perform its obligations under Clause 17.5.

17.4 Force Majeure Notices and Reports

17.4.1 Force Majeure Notice

In relation to any Relevant Force Majeure Event:

- (a) as soon as reasonably practicable after the Affected Party becomes aware, or ought reasonably to have become aware, that such Force Majeure Event qualifies for relief under this Clause 17 (and, in any event, within 72 hours of becoming aware of such circumstances), the Affected Party shall give a Force Majeure Notice; and
- (b) the Force Majeure Notice shall include detailed particulars (to the extent available) of the Relevant Force Majeure Event and its consequences, its effects on the Affected Party, the Relevant Obligations, the likely duration of such consequences and effects and the remedial measures proposed by the Affected Party to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects.

17.4.2 Force Majeure Report

Following the giving of a Force Majeure Notice:

- (a) the Affected Party shall give a Force Majeure Report as soon as practicable, and in any event within 7 days of service of the Force Majeure Notice; and

- (b) the Force Majeure Report shall constitute a full report on the Relevant Force Majeure Event, amplifying the information provided in the Force Majeure Notice and containing such information as may reasonably be required by the Non-affected Party, including the effect which the Relevant Force Majeure Event is estimated to have on the Affected Party's performance of the Relevant Obligations.

17.4.3 Other information

The Affected Party shall promptly give the Non-affected Party all other information concerning the Relevant Force Majeure Event and the steps which could reasonably be taken, and which the Affected Party proposes to take, to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects as may reasonably be requested by the Non-affected Party from time to time.

17.5 Mitigation

The Affected Party shall, promptly upon becoming aware of the occurrence of a Force Majeure Event in respect of which it intends to claim relief, use all reasonable endeavours to:

- (a) minimise the effects of such Force Majeure Event on the performance of the Relevant Obligations; and
- (b) minimise the duration of such Force Majeure Event,

and shall keep the Non-affected Party fully informed of the actions which it has taken or proposes to take under this Clause 17.5.

17.6 Duration of relief for Force Majeure Event

The right of an Affected Party to relief under Clause 17.1 shall cease on the earlier of:

- (a) the date on which its performance of the Relevant Obligations is no longer prevented or materially impeded by the Relevant Force Majeure Event; and
- (b) the date on which such performance would no longer have been prevented or materially impeded if the Affected Party had complied with its obligations under Clause 17.5.

17.7 Availability of Performance Order

If and to the extent that a breach of this Agreement has been caused by a Relevant Force Majeure Event, the Non-affected Party shall not be entitled to a Performance Order except to secure performance by the Affected Party of its obligations under this Clause 17.

18 MISCELLANEOUS

18.1 Non waiver

18.1.1 No waiver

No waiver by either party of any failure by the other to perform any obligation under this Agreement shall operate or be construed as a waiver of any other or further default, whether of a like or different character.

18.1.2 Failure or delay in exercising a right or remedy

The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

18.2 Variations

18.2.1 Amendments to be in writing and to be approved

No amendment of any provision of this Agreement shall be effective unless such amendment is in writing and signed by, or on behalf of, the parties and, subject to Clause 18.2.2, has been approved by the Office of Rail and Road.

18.2.2 Office of Rail and Road approval needed

Modifications of the following do not require the approval of the Office of Rail and Road under section 22 of the Act:

- (a) modifications effected by virtue of any of the Schedules to this Agreement unless the relevant provision expressly states that it requires the approval of the Office of Rail and Road;
- (b) not used; and
- (c) modifications effected by virtue of Clause 18.4.2.

Any amendment made to the Queen Street Plan requires the Office of Rail and Road's approval under section 22 of the Act.

18.2.3 Conformed copy of Agreement

Network Rail shall produce and send to AKIL and to the Office of Rail and Road a conformed copy of this Agreement within 28 days of the making of any amendment or modification to this Agreement.

18.3 Entire Agreement and exclusive remedies

18.3.1 Entire Agreement

Subject to Clause 18.3.3:

- (a) this Agreement contains the entire agreement between the parties in relation to the subject matter of this Agreement;
- (b) each party acknowledges that it has not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement and, to the extent that this is not the case, the relevant party unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to any such matter; and
- (c) neither party shall have any right to rescind or terminate this Agreement either for breach of contract or for misrepresentation or otherwise, except as expressly provided for in this Agreement.

18.3.2 Exclusive remedies

Subject to Clause 18.3.3 and except as expressly provided in this Agreement:

- (a) neither party shall have any liability (including liability arising as a result of any negligence, breach of contract or breach of statutory obligation) to the other in connection with the subject matter of this Agreement; and
- (b) the remedies provided for in this Agreement shall be the sole remedies available to the parties in respect of any matters for which such remedies are available.

18.3.3 Fraud, death and personal injury

Without prejudice to the generality of this Clause 18.3, nothing in this Agreement shall exclude, restrict or limit, or purport to exclude, restrict or limit:

- (a) any liability which either party would otherwise have to the other party, or any right which either party may have to rescind this Agreement, in respect of any statement made fraudulently by the other party before the execution of this Agreement;
- (b) any right which either party may have in respect of fraudulent concealment by the other party;
- (c) any right which either party may have in respect of a statement of the kind referred to in section 146 of the Act, whether or not proceedings have been instituted in that respect; or

- (d) any liability which either party may have towards the other party for death or personal injury resulting from its negligence or the negligence of any of its officers, employees or agents.

18.4 Notices

18.4.1 Giving of notices

Any notice to be given under this Agreement:

- (a) shall be in writing; and
- (b) shall be duly given if signed by or on behalf of a person duly authorised to do so by the party giving the notice and delivered by hand at, or by sending it by prepaid first class post or by facsimile transmission or (in the case of service on Network Rail only) by Email (with, in the case of facsimile transmission or Email, confirmation copy by prepaid first class post) to, the relevant address or Email address or facsimile number set out in Schedule 2.

For the purposes of this Clause 18.4.1, delivery by hand shall include delivery by a reputable firm of couriers.

18.4.2 Right to modify communication details

A party shall be entitled to modify in any respect the communication particulars which relate to it and which are set out in Schedule 2 by giving notice of such modification:

- (a) to the other party as soon as reasonably practicable; and
- (b) to the Office of Rail and Road within 14 days of such modification.

18.4.3 Deemed receipt

A notice shall be deemed to have been given and received:

- (a) if sent by hand or recorded delivery, at the time of delivery; or
- (b) if sent by prepaid first class post from and to any place within the United Kingdom, three working days after posting unless otherwise proven; or
- (c) if sent by facsimile (subject to confirmation of uninterrupted transmission by a transmission report) before 1700 hours on a working day, on the day of transmission and, in any other case, at 0900 hours on the next following working day; or
- (d) if sent by Email (subject to confirmation of receipt of delivery) before 1700 hours on a working day, on the day of transmission and, in any other case, at 0900 hours on the next following working day.

18.4 If Schedule 2 specifies any person to whom copies of notices shall also be sent:

- (a) the party giving a notice in the manner required by this Clause 18.4 shall send a copy of the notice to such person at the address for sending copies as specified in Schedule 2, or to such other person or address as may, from time to time,

have been notified by the party to be notified to the notifying party under this Clause 18.4.4; and

(b) such copy notice shall be sent immediately after the original notice.

18.5 Counterparts

This Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Agreement by signing either of such counterparts.

18.6 Survival

Those provisions of this Agreement which by their nature or implication are required to survive expiry or termination of this Agreement (including the provisions of Clauses 9 (Liability), 10 (Restrictions on Claims); 11 (Governing Law), 13 (Confidentiality) , 17 (Force Majeure Events) and Schedule 3 (Limitation on liability) shall so survive and continue in full force and effect, together with any other provisions of this Agreement necessary to give effect to such provisions.

18.7 Contracts (Rights of Third Parties) Act 1999

18.7.1 Application to third parties

Save as provided in this Clause 18.7 or as expressly provided elsewhere in this Agreement, no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18.7.2 Application to the Office of Rail and Road

The Office of Rail and Road shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce directly such rights as have been granted to it under this Agreement.

18.7.3 Application to the Welsh Ministers

The Welsh Ministers shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce directly such rights as have been granted to them under this Agreement.

SCHEDULE 1: CONNECTION POINT ASSETS

PART 1 CONNECTION POINT ASSETS

Part 1(A) – AKIL Connection Point Assets

The assets highlighted blue at Appendix 1.

Part 1(B) – Network Rail Connection Point Assets

The assets highlighted green at Appendix 1.

The connecting network is identified in the Queen Street Connection Point Plan set out at Schedule 4.

PART 2 Initial Condition Statement

Prior to the Transfer Date, Network Rail has maintained the AKIL Connection Point Assets and the Network Rail Connection Point Assets in accordance with the applicable Railway Group Standards and Network Rail's asset management and operational obligations under its Network Licence and Network Rail confirm that as at the Transfer Date the assets are suitable for the current traffic then operating and are "fully maintained" as detailed in the column entitled "Asset Status" at Appendix 1.

APPENDIX 1

CONNECTION POINT ASSETS DETAILS

Telecoms assets

Asset Number	Asset Desc 1	EL R	Asset Start Mileage	Asset End Mileage	Asset Status
18738329	CEJ/SWM2(3701) JN:CEJ(1100)/CAM(3100) JN	CE J	-00.0006	000.0478	FM - Fully Maintained
18738332	CEJ/SWM2(3701) JN:CEJ(1100)/CAM(1100) JN	CE J	-00.0006	000.0478	FM - Fully Maintained
18738334	CEJ/SWM2(3701) JN:CEJ(1100)/CAM(3100) JN	CE J	-00.0006	000.0478	FM - Fully Maintained
18848725	CEJ(1100)/SWM2(3701):CEJ(1100) /CAM(1100)	CE J	-00.0006	000.0478	FM - Fully Maintained

Supply point assets

Asset Number	ELR	Track ID	Start Mileage	End Mileage	Asset Description	Asset Status
8638969	CA M	0000	000.0489	000.0489	CARDIFF BAY:CB0M048	FM - Fully Maintained
18700059	CA M	3100	000.1028	000.1028	FSP: CB0M094: CARDIFF BAY	FM - Fully Maintained
8638970	CA M	1100	000.1028	000.1028	FSP: CB0M094: CARDIFF BAY	FM - Fully Maintained
18700060	CA M	3101	000.1465	000.1465	FSP: LL0M134: Q ST SOUTH JCN	FM - Fully Maintained
18700128	CA M	3101	000.1465	000.1465	FSP:LL0M134 CASEA:QN ST STH J	FM - Fully Maintained
18700129	CA M	3101	000.1465	000.1465	FSP:LL0M134 CASEB:QN ST STH J	FM - Fully Maintained
18700130	CA M	3101	000.1465	000.1465	FSP:LL0M134 CASEC:QN ST STH J	FM - Fully Maintained
8639039	CA M	1100	000.1465	000.1465	FSP: LL0M134: QUEEN STREET SOUTH JCN	FM - Fully Maintained
18700061	CA M	1500	001.0022	001.0022	FSP1: LL1M002:QN ST STH JN REB	FM - Fully Maintained
18700062	CA M	1500	001.0022	001.0022	FSP2: LL1M002:QN ST STH JN REB	FM - Fully Maintained
18700131	CA M	1500	001.0022	001.0022	FSP:REB LL1M002:QN ST STH REB	FM - Fully Maintained
8638971	CA M	1100	001.0022	001.0022	FSP1: LL1M002: QUEEN STREET STH JCN REB	FM - Fully Maintained
8638972	CA M	1100	001.0022	001.0022	FSP2: LL1M002: QUEEN STREET STH JCN REB	FM - Fully Maintained
18700063	CA M	3900	001.0295	001.0295	FSP: LL1M027: Q ST SOUTH JCN	FM - Fully Maintained
18700132	CA M	3900	001.0295	001.0295	FSP:LL1M027 CASEA:QN ST STH J	FM - Fully Maintained
18700133	CA M	3900	001.0295	001.0295	FSP: LL1M027 CASE B: Q ST SOUTH JCN	FM - Fully Maintained
18700134	CA M	3900	001.0295	001.0295	FSP:LL1M027 CASEC:QN ST STH J	FM - Fully Maintained
8638973	CA M	1100	001.0295	001.0295	FSP: LL1M027: QUEEN STREET SOUTH JCN	FM - Fully Maintained
18700054	CA M	1100	001.0591	001.0591	FSP: LL1M054: Q ST	FM - Fully Maintained

18700124	CA M	1100	001.0591	001.0591	FSP: LL1M054: Q ST	FM - Fully Maintained
8638975	CA M	1100	001.0591	001.0591	FSP: LL1M054: QUEEN STREET	FM - Fully Maintained
18700055	CA M	1100	001.1258	001.1258	FSP: LL1M115: CATHAYS	FM - Fully Maintained
18700125	CA M	1100	001.1258	001.1258	FSP: LL1M115: CATHAYS	FM - Fully Maintained
8638977	CA M	1100	001.1258	001.1258	FSP: LL1M115: CATHAYS	FM - Fully Maintained
18700056	CA M	1100	002.0481	002.0481	FSP: LL2M044: CATHAYS	FM - Fully Maintained
18700126	CA M	1100	002.0481	002.0481	FSP: LL2M044: CATHAYS	FM - Fully Maintained
8638979	CA M	1100	002.0481	002.0481	FSP: LL2M044: CATHAYS	FM - Fully Maintained
18700057	CA M	1100	002.1258	002.1258	FSP: LL2M115: CATHAYS	FM - Fully Maintained
18700127	CA M	1100	002.1258	002.1258	FSP: LL2M115: CATHAYS	FM - Fully Maintained
8638980	CA M	1100	002.1258	002.1258	FSP: LL2M115: CATHAYS	FM - Fully Maintained
1741310	CA M	2100	003.0600	003.0600	FSP: 3/47: LLANDAFF	FM - Fully Maintained
1741308	CA M	2100	003.0970	003.0970	FSP: 3/99: LLANDAFF	FM - Fully Maintained
1741307	CA M	2100	003.1640	003.1640	FSP: 3/165: LLANDAFF	FM - Fully Maintained
1741302	CA M	2100	004.0524	004.0524	FSP: 4/116: LLANDAFF JCN	FM - Fully Maintained
1741305	CA M	1100	004.0553	004.0553	FSP: 4/51: LLANDAFF JCN	FM - Fully Maintained
1741304	CA M	1100	004.1000	004.1000	FSP: 4/101: LLANDAFF	FM - Fully Maintained
1741301	CA M	1100	005.0222	005.0222	FSP: 5/24: RADYR	FM - Fully Maintained
1741300	CA M	1100	005.0532	005.0532	FSP: 5/61: RADYR	FM - Fully Maintained
2832508	CA M	1100	005.0550	005.0550	RADYR PSP	FM - Fully Maintained
615440	CA M	0000	005.0630	005.0630	RADYR SOUTH RELAY ROOM	FM - Fully Maintained
1741280	CA M	1100	005.0950	005.0950	FSP: 5/102: RADYR	FM - Fully Maintained
1741279	CA M	1100	005.1188	005.1188	FSP: 5/117: RADYR	FM - Fully Maintained
1741180	CA M	1100	006.0280	006.0280	FSP: 6/20: RADYR	FM - Fully Maintained
1741179	CA M	1100	006.0470	006.0470	FSP: 6/44: RADYR	FM - Fully Maintained
1741178	CA M	1100	006.1060	006.1060	FSP: 6/104: RADYR	FM - Fully Maintained
1741177	CA M	1100	006.1650	006.1650	FSP: 6/162: RADYR	FM - Fully Maintained
1749853	CA M	1100	007.0090	007.0090	FSP: 7/6: RADYR	FM - Fully Maintained
1741176	CA M	1100	007.0360	007.0360	FSP: 7/34: TAFFS WELL	FM - Fully Maintained
1741175	CA M	1100	007.0675	007.0675	FSP: 7/64: TAFFS WELL	FM - Fully Maintained
1741174	CA M	1100	007.1415	007.1415	FSP: 7/140: TAFFS WELL	FM - Fully Maintained

1741173	CA M	1100	008.0050	008.0050	FSP: 8/8: TAFFS WELL	FM - Fully Maintained
1741172	CA M	1100	008.0725	008.0725	FSP: 8/72: TAFFS WELL	FM - Fully Maintained
1741171	CA M	1100	008.1285	008.1285	FSP: 8/127: TAFFS WELL	FM - Fully Maintained
1741170	CA M	1100	008.1740	008.1740	FSP: 8/172: TAFFS WELL	FM - Fully Maintained
1741169	CA M	1100	009.0510	009.0510	FSP: 9/51: TREFFOREST ESTATE	FM - Fully Maintained
1741168	CA M	1100	009.0855	009.0855	FSP: 9/86: TREFFOREST ESTATE	FM - Fully Maintained
1741167	CA M	1100	009.1475	009.1475	FSP: 9/147: TREFFOREST ES- TATE	FM - Fully Maintained
1741166	CA M	1100	010.0420	010.0420	FSP: 10/35: TREFFOREST ES- TATE	FM - Fully Maintained
1623544	CA M	1100	010.1110	010.1110	FSP: 10/111: TREFFOREST ES- TATE	FM - Fully Maintained
1623545	CA M	1100	010.1730	010.1730	FSP: 10/173: TREFFOREST ES- TATE	FM - Fully Maintained
1631209	CA M	1100	011.0865	011.0865	FSP: 11/88: TREFFOREST	FM - Fully Maintained
1631210	CA M	1100	011.1370	011.1370	FSP: 11/139: TREFFOREST	FM - Fully Maintained
1809780	CA M	1100	012.0200	012.0200	FSP: 12/18: TREFFOREST	FM - Fully Maintained
1809779	CA M	1100	012.0550	012.0550	FSP: 12/58: PONTYPRIDD	FM - Fully Maintained
1809778	CA M	1100	012.0730	012.0730	FSP: 12/75: PONTYPRIDD	FM - Fully Maintained
1809777	CA M	2100	012.0990	012.0990	FSP: 12/103: PONTYPRIDD	FM - Fully Maintained
1809776	CA M	2200	012.1310	012.1310	FSP: 12/132: PONTYPRIDD	FM - Fully Maintained
1809775	CA M	2200	012.1600	012.1600	FSP: 12/163: PONTYPRIDD	FM - Fully Maintained
615291	CA M	0000	013.0170	013.0170	PONTYPRIDD NORTH CBT	FM - Fully Maintained
2832501	CA M	1100	013.0176	013.0176	PONTYPRIDD PSP	FM - Fully Maintained
1809774	CA M	2100	013.0375	013.0375	FSP: 13/19: PONTYPRIDD	FM - Fully Maintained
1809772	CA M	0000	013.0800	013.0800	PONTYPRIDD NORTH MAIN: U13/80	FM - Fully Maintained
18775387	CA M	1100	013.1076	013.1076	LOC U13/48	FM - Fully Maintained
2748223	CA M	1100	015.1490	015.1490	FSP: 15M153: ABERCYNON	FM - Fully Maintained
2748222	CA M	2100	016.0493	016.0493	FSP: 16M51 REB: ABERCYNON SB	FM - Fully Maintained
2748224	CA M	3100	016.0750	016.0750	FSP: 16M73: ABERCYNON	FM - Fully Maintained
2748254	CA M	1100	016.0924	016.0924	ABERCYNON PSP	FM - Fully Maintained
2748221	CA M	3100	017.1300	017.1300	FSP: 17M113: QUAKERS YARD	FM - Fully Maintained
2748220	CA M	3100	019.0250	019.0250	FSP: 19M25: BLACK LION	FM - Fully Maintained
2748219	CA M	3100	019.1240	019.1240	FSP: 19M124: MERTHYR VALE	FM - Fully Maintained
2748218	CA M	3100	020.1010	020.1010	FSP: 20M101: MERTHYR VALE	FM - Fully Maintained

2748217	CA M	3100	021.0460	021.0460	FSP: 21M46: TROED Y RHIW	FM - Fully Maintained
2748216	CA M	3100	021.1200	021.1200	FSP: 21M102: TROED Y RHIW	FM - Fully Maintained
2748215	CA M	3100	022.1260	022.1260	FSP: 22M116: PENTREBACH	FM - Fully Maintained
1741324	SW M2	2200	169.0487	169.0499	FSP: PENGAM RR Y8	FM - Fully Maintained
18698969	SW M2	2200	169.0656	169.0656	FSP: 169M060	FM - Fully Maintained
18698981	SW M2	2200	169.0656	169.0656	FSP: 169M060 CASE RA	FM - Fully Maintained
18698982	SW M2	2200	169.0656	169.0656	FSP: 169M060 CASE RB	FM - Fully Maintained
18698983	SW M2	2200	169.0656	169.0656	FSP: 169M060 CASE RC	FM - Fully Maintained
18698984	SW M2	2200	169.0656	169.0656	FSP: 169M060 CASE MA	FM - Fully Maintained
13741238	SW M2	2200	169.0660	169.0660	FSP: 169M060 LONG DYKE JCN	FM - Fully Maintained
18698970	SW M2	2200	169.0984	169.0984	FSP: 169M090	FM - Fully Maintained
18698985	SW M2	2200	169.0984	169.0984	FSP: 169M090 CASE MA	FM - Fully Maintained
13741239	SW M2	2200	169.0991	169.0991	FSP: 169M090 LONG DYKE JCN	FM - Fully Maintained
1623449	SW M2	2200	169.1260	169.1260	FSP: Z14: NEWTOWN	FM - Fully Maintained
18698971	SW M2	1100	169.1400	169.1400	FSP: 169M128	FM - Fully Maintained
18698986	SW M2	1100	169.1400	169.1400	REB: 169M128	FM - Fully Maintained
13741240	SW M2	1100	169.1418	169.1418	FSP:169M128 LONG DYKE JCN	FM - Fully Maintained
18698972	SW M2	2200	169.1542	169.1542	FSP: 169M141	FM - Fully Maintained
18698987	SW M2	2200	169.1542	169.1542	FSP: 169M141 CASE A	FM - Fully Maintained
18698988	SW M2	2200	169.1542	169.1542	FSP: 169M141 CASE C	FM - Fully Maintained
18698989	SW M2	2200	169.1542	169.1542	FSP: 169M141 CASE D	FM - Fully Maintained
18698990	SW M2	2200	169.1542	169.1542	FSP: 169M141 CASE E	FM - Fully Maintained
13741241	SW M2	2200	169.1547	169.1547	FSP: 169M141 LONG DYKE JCN	FM - Fully Maintained
18700247	SW M2	2200	169.1586	169.1586	NEWTOWN PSP	FM - Fully Maintained
18692112	SW M2	2200	169.1586	169.1586	FSP650	FM - Fully Maintained
18692124	SW M2	2200	169.1586	169.1586	FSP650	FM - Fully Maintained
18692157	SW M2	2200	169.1586	169.1586	FSP650	FM - Fully Maintained
18698973	SW M2	2200	169.1586	169.1586	FSP2: 169M145	FM - Fully Maintained
18700058	SW M2	2200	169.1586	169.1586	FSP1: 169M145: NEWTOWN	FM - Fully Maintained
8639042	SW M2	1100	169.1586	169.1586	FSP1: 169M145: NEWTOWN	FM - Fully Maintained
9271209	SW M2	2100	169.1586	169.1586	NEWTOWN 169M145 PSP	FM - Fully Maintained

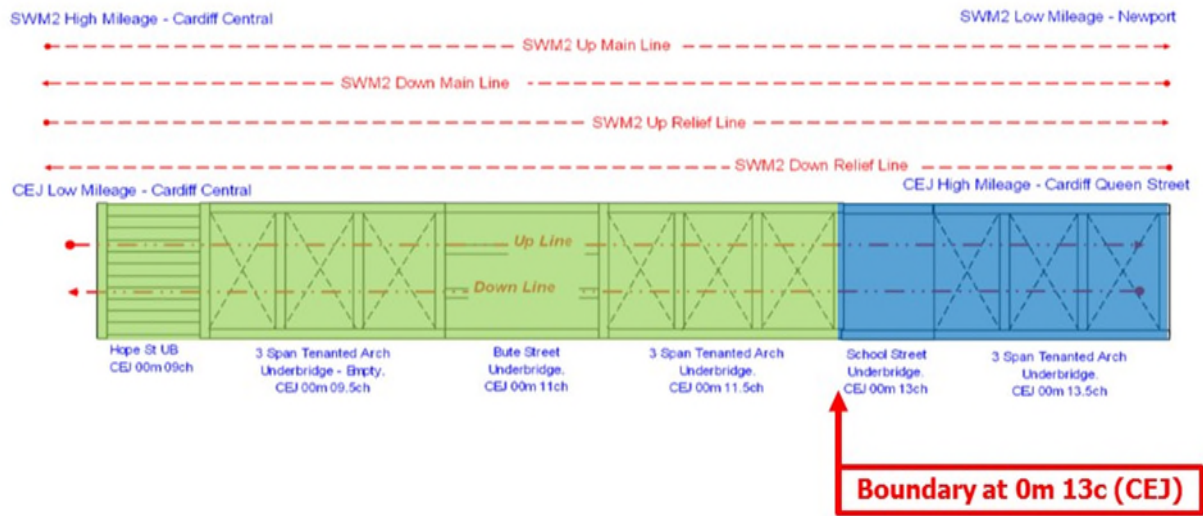
13741242	SW M2	2200	169.1643	169.1643	FSP: 169M145 LONG DYKE JCN	FM - Fully Maintained
1749862	SW M2	2200	169.1684	169.1684	FSP: Z21: CARDIFF	FM - Fully Maintained
18692113	SW M2	1100	170.0066	170.0066	FSP650	FM - Fully Maintained
18692114	SW M2	1100	170.0066	170.0066	FSP650	FM - Fully Maintained
18692115	SW M2	1100	170.0066	170.0066	FSP650	FM - Fully Maintained
18692116	SW M2	1100	170.0066	170.0066	FSP650	FM - Fully Maintained
18692117	SW M2	1100	170.0066	170.0066	FSP650	FM - Fully Maintained
18692118	SW M2	1100	170.0066	170.0066	FSP650	FM - Fully Maintained
1749860	SW M2	2100	170.0440	170.0440	FSP: Z25: CARDIFF	FM - Fully Maintained
18692158	SW M2	2407	170.0448	170.0448	FSP650	FM - Fully Maintained
18692159	SW M2	2407	170.0448	170.0448	FSP650	FM - Fully Maintained
18692119	SW M2	1400	170.0492	170.0492	FSP650	FM - Fully Maintained
18692120	SW M2	1400	170.0492	170.0492	FSP650	FM - Fully Maintained
18692160	SW M2	2900	170.0777	170.0777	FSP650	FM - Fully Maintained
18692161	SW M2	2900	170.0777	170.0777	FSP650	FM - Fully Maintained
18692121	SW M2	1400	170.0809	170.0809	FSP650	FM - Fully Maintained
18692122	SW M2	1400	170.0809	170.0809	FSP650	FM - Fully Maintained
18692162	SW M2	2906	170.0984	170.0984	FSP650	FM - Fully Maintained
18692163	SW M2	2906	170.0984	170.0984	FSP650	FM - Fully Maintained
18692164	SW M2	2906	170.0995	170.0995	FSP650	FM - Fully Maintained
18692165	SW M2	2906	170.0995	170.0995	FSP650	FM - Fully Maintained
18692125	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692126	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692127	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692128	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692129	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692130	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692131	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692132	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692133	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692134	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained

18692135	SW M2	3201	170.1094	170.1094	FSP650	FM - Fully Maintained
18692136	SW M2	3201	170.1400	170.1400	FSP650	FM - Fully Maintained
18692137	SW M2	3201	170.1400	170.1400	FSP650	FM - Fully Maintained
18692138	SW M2	3201	170.1663	170.1663	FSP650	FM - Fully Maintained
18692139	SW M2	3201	170.1663	170.1663	FSP650	FM - Fully Maintained
18692140	SW M2	3201	170.1663	170.1663	FSP650	FM - Fully Maintained
18692141	SW M2	3900	170.1750	170.1750	FSP650	FM - Fully Maintained
18692142	SW M2	3900	170.1750	170.1750	FSP650	FM - Fully Maintained
18692143	SW M2	3900	170.1750	170.1750	FSP650	FM - Fully Maintained
18692144	SW M2	3201	171.0470	171.0470	FSP650	FM - Fully Maintained
18692145	SW M2	3201	171.0470	171.0470	FSP650	FM - Fully Maintained
18692146	SW M2	3201	171.0470	171.0470	FSP650	FM - Fully Maintained
18692147	SW M2	3201	171.0470	171.0470	FSP650	FM - Fully Maintained
18692148	SW M2	3201	171.0470	171.0470	FSP650	FM - Fully Maintained
18692149	SW M2	3201	171.0470	171.0470	FSP650	FM - Fully Maintained
18692150	SW M2	3202	171.0853	171.0853	FSP650	FM - Fully Maintained
18692151	SW M2	3202	171.0853	171.0853	FSP650	FM - Fully Maintained
18692152	SW M2	3202	171.0853	171.0853	FSP650	FM - Fully Maintained
18692153	SW M2	1100	171.1356	171.1356	FSP650	FM - Fully Maintained
18692154	SW M2	1100	171.1356	171.1356	FSP650	FM - Fully Maintained
18692155	SW M2	1100	171.1356	171.1356	FSP650	FM - Fully Maintained
18692123	SW M2	1100	171.1444	171.1444	FSP650	FM - Fully Maintained
18692156	SW M2	1100	171.1444	171.1444	FSP650	FM - Fully Maintained
18692168	SW M2	1100	171.1444	171.1444	FSP650	FM - Fully Maintained
18692169	SW M2	1100	171.1444	171.1444	FSP650	FM - Fully Maintained
18700161	SW M2	1100	171.1444	171.1444	FSP3: 171M132	FM - Fully Maintained

S&T assets

Asset Number	Asset Desc 1	EL R	Asset Start Mileage	Asset End Mileage	Asset Status
18692608	SIG: CF2604 CARDIFF CENTRAL	C EJ	000.0185	000.0185	FM - Fully Maintained
18692610	SIG: CF2898 CARDIFF CENTRAL	C EJ	000.0185	000.0185	FM - Fully Maintained
9217751	SIG:CF2602(SL) CDF QUEEN STREET	C EJ	000.0464	000.0464	FM - Fully Maintained
9217752	SIG:CF2896(SL) CDF QUEEN STREET	C EJ	000.0464	000.0464	FM - Fully Maintained
18692568	TDE:JYV/JYW(AX) CARDIFF CENTRAL	C EJ	000.0110	000.0110	FM - Fully Maintained
18692573	TDE:JYW(AX) CARDIFF CENTRAL	C EJ	000.0150	000.0150	FM - Fully Maintained
18692606	TDE:JBC/JBA(AX) CARDIFF CENTRAL	C EJ	000.0191	000.0191	FM - Fully Maintained
18692607	TDE:JYW/JYZ(AX) CARDIFF CENTRAL	C EJ	000.0191	000.0191	FM - Fully Maintained
9218568	TDE:JZF/JZG (AX) QUEEN ST STH JN	C EJ	000.0468	000.0468	FM - Fully Maintained
9218583	TDE:JBA/JAT(AX) CARDIFF EAST JN	C EJ	000.0281	000.0281	FM - Fully Maintained
9218584	TDE:JYZ/JZF(AX) CARDIFF EAST JN	C EJ	000.0282	000.0282	FM - Fully Maintained
9253554	TDE:JAT/JAS(AX) QUEEN STREET	C EJ	000.0440	000.0440	FM - Fully Maintained
18680659	AWS:CF2899/CF2621 (YE) DOWN LLANDAFF	C EJ	000.0287	000.0287	FM - Fully Maintained
18680713	AWS:CF2621 (YE) UP LLANDAFF	C EJ	000.0287	000.0287	FM - Fully Maintained
18680658	AWS:CF2602/CF2899(YP) QUEEN STREET SOUTH JCN	C EJ	000.0287	000.0287	FM - Fully Maintained
18680660	AWS:CF2896/CF2621(YP) QUEEN STREET SOUTH JCN	C EJ	000.0287	000.0287	FM - Fully Maintained
18680711	AWS:CF2602(YE) QUEEN ST SOUTH JCN	C EJ	000.0287	000.0287	FM - Fully Maintained
18680714	AWS:CF2896(YE) QUEEN ST SOUTH JCN	C EJ	000.0287	000.0287	FM - Fully Maintained
18692609	TPWS: CF2604(TSS) CARDIFF CENTRAL	C EJ	000.0185	000.0185	FM - Fully Maintained
9218139	TPW:CF2602(TS) CDF QUEEN STREET	C EJ	000.0464	000.0464	FM - Fully Maintained
9218140	TPW:CF2896(TS) CDF QUEEN STREET	C EJ	000.0464	000.0464	FM - Fully Maintained
9218145	TPW:CF2898(TS) CARDIFF EAST JUNCTION	C EJ	000.0169	000.0169	FM - Fully Maintained

Arches



Site Layout Sketch

Not to Scale

Note: Shared ownership of western abutment of School Street underbridge 0m 13c (CEJ)

Telecoms assets

Diagram entitled "Amey Keolis/Network Rail Telecoms Boundaries (Rev 10, 21/10/2019)" with regards to the Connection Point.

SCHEDULE 2: CONTACT DETAILS

1A. Network Rail's address for service of notices is:

Network Rail Infrastructure Limited
1 Eversholt Street,
London
NW1 2DN
Email: notices@networkrail.co.uk

All written notices to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR”
and copied to:

The Managing Director
Network Rail Wales Route
St Patrick's House
17 Penarth Road
Cardiff
CF10 5ZA
Tel: [REDACT]
Email [REDACT]

1B. Network Rail's address for service of invoices or other statements of amounts payable, if different from paragraph 1A above, is:

Network Rail Infrastructure Limited Accounts Receivable
PO Box 4150
Square One,
2nd Floor,
4 Travis Street,
Manchester
M1 2NY

All invoices/statements of amounts payable to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR”
and copied to: National Receivables Manager
Email: accountqueries@networkrail.co.uk

2A. AKIL's address for the service of notices, invoices or other statements of amounts payable is:

Amey Keolis Infrastructure/Seilwaith Amey Keolis Limited
3rd Floor
10 Furnival Street
London
EC4A 1AB

Email: secretariat@amey.co.uk

All written notices to be marked: "URGENT: COMPANY SECRETARY"
and copied to:

Infrastructure Management Director
Transport For Wales CVL Infrastructure Depot Ty Trafnidiaeth
Treforest Industrial Estate
Gwent Road
Pontypridd
United Kingdom
CF37 5UT

or such other replacement details as may be advised in writing from time to time to Network |Rail.

SCHEDULE 3: LIMITATION ON LIABILITY

1 Definitions

In this Schedule:

“Liability Cap” means:

- (a) in relation to the first Agreement Year, the sum of [REDACT]; and
- (b) in relation to any subsequent Agreement Year, the sum calculated in accordance with the following formula:

$$C_n = C_1 \times \left[\frac{CPI_n}{CPI_1} \right]$$

where:

- (i) C_1 is the sum of [REDACT];
- (ii) C_n is the Liability Cap in the nth subsequent Agreement Year;
- (iii) CPI_n is the Consumer Prices Index published or determined with respect to the first month of the subsequent Contract Year n; and
- (iv) CPI_1 is the Consumer Prices Index published or determined with respect to the month in which this contract became effective under Clause 2.1.

2 Application

The limitations on liability contained in this Schedule apply in the circumstances set out in Clause 10.5.

3 Limitation on Network Rail’s liability

In relation to any claim for indemnity made by AKIL to which this Schedule 3 applies:

- (a) Network Rail shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Agreement Year to the extent that its liability for such claims exceeds the Liability Cap for such Agreement Year; and
- (b) to the extent that its liability for such claims exceeds the Liability Cap for such Agreement Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and Network Rail shall have no further liability for it.

4 Limitation on AKIL’s liability

In relation to any claims for indemnity made by Network Rail to which this Schedule 3 applies:

- (a) AKIL shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Agreement Year to the extent that its liability for such claims exceeds the Liability Cap for such Agreement Year; and

- (b) to the extent its liability for such claims exceeds the Liability Cap for such Agreement Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and AKIL shall have no further liability for it.

5 Disapplication of limitation

To the extent that any Relevant Losses:

- (a) result from a conscious and intentional breach by a party; or
- (b) are in respect of obligations to compensate any person for liability for death or personal injury, whether resulting from the negligence of a party or the negligence of any of its officers, employees or agents or from a failure by a party to comply with the safety and security requirements provided in accordance with Clauses 5.1.3(g) and 5.2.3(g),

such Relevant Losses:

- (i) shall not be subject to the limitation of liability in this Schedule 3; and
- (ii) shall not be taken into account when calculating the amount of Relevant Losses in respect of claims admitted or finally determined in an Agreement Year for the purposes of the limitations of liability in this Schedule 3.

6 Exclusion of legal and other costs

The limits on the parties' liabilities provided for in paragraphs 3 and 4 shall not apply to costs incurred in recovering any amount under a relevant claim, including legal, arbitral and other professional fees and expenses.

7 Exclusion of certain Relevant Losses

A party shall have no claim for Relevant Losses to the extent that such Relevant Losses result from its own negligence or breach of this Agreement.

8 Continuing breaches

Nothing in this Schedule 3 shall prevent a party making a new claim for indemnity in respect of a continuing breach of contract which:

- (a) is a continuing breach of contract which continues for more than 12 months; or
- (b) is a continuing breach of contract which continues beyond a period within which it might reasonably be expected to have been remedied; or
- (c) is a breach of a Performance Order in relation to a breach of contract,

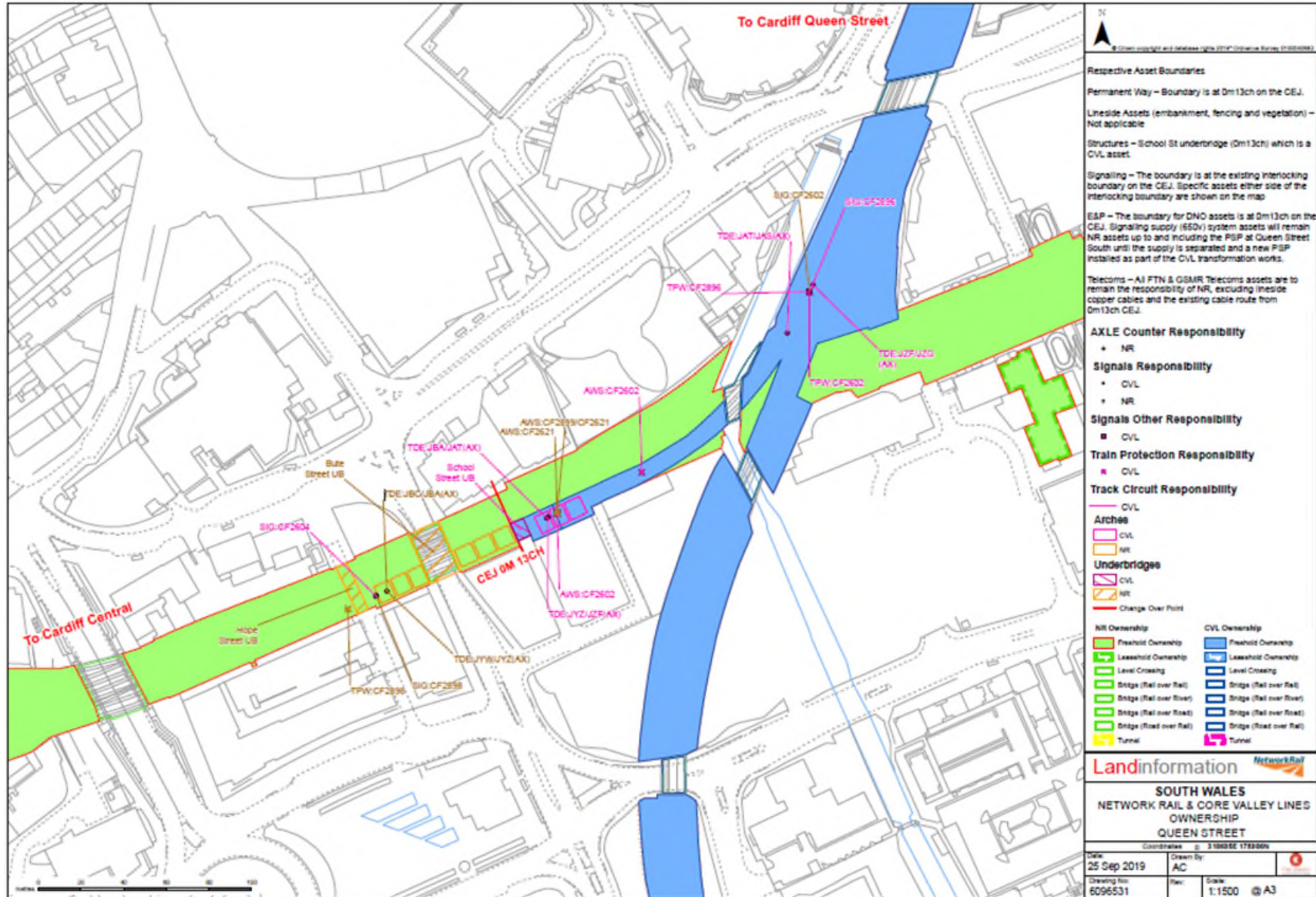
but any such new claim shall not include any sum which was the subject matter of a previous claim and was extinguished by virtue of paragraph 3(b) or 4(b).

9 Final determination of claims

For the purpose of this Schedule 3, a determination of a claim for Relevant Losses by a Court or other tribunal shall be treated as final when there is no further right of

appeal or review from such determination or in respect of which any right of appeal or review has been lost, whether by expiry of time or otherwise.

SCHEDULE 4: QUEEN STREET



This contract was signed by Network Rail and AKIL as first dated above.

SIGNED BY [REDACT]

Print name [REDACT]

Duly authorised on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY [REDACT]

Print name [REDACT]

Duly authorised on behalf of
AMEY KEOLIS INFRASTRUCTURE / SEILWAITH AMEY KEOLIS LIMITED