

**TWELTH SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE**

**Relating to the Expiry Date, Schedule 2, Schedule 5, Schedule 7 and  
Schedule 8 of the Track Access Contract**

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**THIS TWELTH SUPPLEMENTAL AGREEMENT** is dated 10<sup>th</sup> December 2020 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("**Network Rail**"), a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN ("**Network Rail**"); and
- (2) **TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE** ("**Nexus**"), of Nexus House, St James' Boulevard, Newcastle-upon-Tyne, NE1 4AX

**Whereas:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 22 December 1999 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend Schedules 1, 2, 5 7 and 8 of the Contract.

**IT IS HEREBY AGREED** as follows:

## **1. INTERPRETATION**

In this Supplemental Agreement:

- 1.1 Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise; and
- 1.2 "**Effective Date**" shall mean:
  - (a) the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

## **2. EFFECTIVE DATE AND TERM**

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

### 3. AMENDMENTS TO CONTRACT

3.1 In Paragraph 1.1 Definitions at the front end of the contract the words:

“Expiry Date” means the date determined in accordance with paragraph 4 of Schedule 1;’

Shall be deleted and replaced with the words:

“Expiry Date” means 2359 hours on 31st March 2032;’

3.2 In Schedule 1 paragraph 4 the words:

“means the 30th anniversary of the Commencement Date.”

Shall be deleted and replaced with the words:

“means 2359 hours on 31st March 2032.”

3.2 In Schedule 2 Annexe 2A shall be deleted in its entirety and replaced with a new Annexe 2A as detailed in Appendix A to this Supplemental Agreement.

3.3 In Schedule 5 Part 2 The Services a new paragraph 12 Relief Passenger Train Slots shall be inserted as follows:

#### **‘12 Relief Passenger Train Slots**

12.1 Nexus has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever Nexus believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:

(a) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in paragraph 1.2; and

(b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.’

3.4 In Schedule 7 a new Appendix 7C shall be added as follows:

#### **‘Appendix 7C**

Train	Service	Description of Journey	Default Train Consist Details
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Code		
11798001	Pelaw Junction to South Hylton via Sunderland	Tyne and Wear Metro Passenger Train'

3.5 In Schedule 8 Appendix 1 Service Code Column J the service code:

"798"

shall be deleted and replaced with the service code:

"11798001".

#### **4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and with effect from and including the Effective Date and during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to the "Contract", "herein", "hereof", "hereunder" and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

#### **5. LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English law.

#### **6. COUNTERPARTS**

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

#### **7. THIRD PARTY RIGHTS**

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement

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

**SIGNED**



Print name **Matthew Rice**

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

**SIGNED by**.....



Print  
name.....



Duly authorised for and on behalf of  
**TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE**

## Appendix A: Schedule 2 Annex 2 A

