

# Seventy-fifth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**ARRIVA RAIL LONDON LIMITED**

as Train Operator

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

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**THIS SEVENTY-FIFTH SUPPLEMENTAL AGREEMENT** is dated 13 / 04 /2021 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **ARRIVA RAIL LONDON LIMITED**, a company registered in England under number 04165861, having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP (the "**Train Operator**").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 9<sup>th</sup> November 2007 in a form approved by the Office of Rail and Road ("ORR") pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract").

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

- (A) Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise; and
- (B) "Effective Date" means: 00:00hrs, 16th May 2021 (SCD 2021)

2. **EFFECTIVE DATE AND TERM**

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

- 3.1 In Table 2.1 'Passenger Train Slots' of Schedule 5 of the Contract the section relating to Service Group EK03 shall be deleted in its entirety and replaced with the revised section relating to Service Group EK03 as set out in Annex A to this Supplemental Agreement."

4. **EFFECTS OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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

5. **THIRD PARTY RIGHTS**

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

6. **LAW**

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

7. **COUNTERPARTS**

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

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

**SIGNED** by

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

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Shaun King, RD Sussex, 12 April 2021

**SIGNED** by

duly authorised for and on behalf of  
**ARRIVA RAIL LONDON LIMITED**

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13/04/21



Paul Hutchings, Managing Director

## Appendix A

### 2 Passenger Train Slots

Table 2.1: Passenger Train Slots

1						2					
Service Group: EK03											
Service description: East London Line						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
New Cross Gate Connection Point	West Croydon	Norwood Junction	All Stations	22215003	378	0	12	61	73	73	58
West Croydon	New Cross Gate Connection Point	Norwood Junction	All Stations	22215003	378	12	0	61	73	73	55
New Cross Gate Connection Point	Crystal Palace	Sydenham	All Stations	22215003	378	0	12	62	74	74	63
Crystal Palace	New Cross Gate Connection Point	Sydenham	All Stations	22215003	378	12	0	63	75	75	61
Highbury & Islington	Western Curve Connection Point	Canonbury	All Stations	22215003	378	0	24	125	149	149	131
Western Curve Connection Point	Highbury & Islington	Canonbury	All Stations	22215003	378	24	0	124	148	148	129
Old Kent Road Junction Connection Point	Clapham Junction	Denmark Hill	All Stations	22206000	378	0	12	60	72	74	66
Clapham Junction	Old Kent Road Junction Connection Point	Denmark Hill	All Stations	22206000	378	12	0	58	70	72	64
Old Kent Road Junction Connection Point	Battersea Park	Denmark Hill	All Stations	22206000	378	0	0	1	1	0	0
Battersea Park	Old Kent Road Junction Connection Point	Denmark Hill	All Stations	22206000	378	0	0	2	2	0	1