

Third Supplemental Agreement -

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

EAST COAST TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 3rd October 2016

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THIS SUPPLEMENTAL AGREEMENT is dated 02 September 2021 and made

BETWEEN:

- (1) - **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) - **EAST COAST TRAINS LIMITED**, (the "Train Operator"), a company registered in England under number 08765536 having its registered office at 50 Eastbourne Terrace, Paddington, London, W2 6LG.

WHEREAS:

- (A) - Network Rail and East Coast Trains Limited entered into a Track Access Contract (Passenger Services) dated 3rd October 2016 following directions issued by the Office of Rail and Road pursuant to Section 17 of the Act (this track access contract is hereafter referred to as the "**Contract**").
- (B) - The parties propose to enter into this Supplemental Agreement in order to amend the Default Train Consist Data in Appendix 7C of Schedule 7.

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 the 13th April 2021.

2. - **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

3. - **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 on the Expiry Date or earlier termination of the Contract.

4. **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows: -

In Schedule 7, Appendix 7C – Default Train Consist Data, the table shall be deleted in its entirety - and replaced with the following table: -

Train Service Code	Description	Default Train Consist
21499320	London King's Cross – Newcastle – Edinburgh	Class 801 5-car EMU or equivalent as approved to fulfil the Investment Condition in Clause 3.8.1
21498200	Ancillary Movements	Class 801 5-car EMU or equivalent as approved to fulfil the Investment Condition in Clause 3.8.1

5. **EFFECT 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.

6. **THIRD PARTY RIGHTS**

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

7. **LAW**

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

8. **COUNTERPARTS**

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

IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED by.....



Print name:

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by...



Print name: Phil Cameron

Duly authorised for and on behalf of

EAST COAST TRAINS LIMITED