

Thirty First Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

FIRST TRENITALIA WEST COAST RAIL LIMITED
as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1 September 2011

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THIS THIRTY FIRST SUPPLEMENTAL AGREEMENT is dated 11/05/2022 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, 1 Eversholt Street, London NW1 2DN (“Network Rail”); and
- (2) **FIRST TRENITALIA WEST COAST RAIL LIMITED**, a company registered in England under number 10349442 having its registered office at 8th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the “Train Operator”).

WHEREAS:

- (A) Network Rail and the Secretary of State for Transport entered into a Track Access Contract (Passenger Services) dated 1 September 2011 in a form approved pursuant to Section 17 of the Act, (which track access contract as subsequently amended is hereafter referred to as the “Contract”).
- (B) The rights and obligations of the Secretary of State for Transport under the Contract were transferred to the West Coast Trains Limited by a Deed of Novation made on 26 October 2011.
- (C) The rights and obligations of West Coast Trains Limited under the Contract were transferred to the Train Operator on 8 December 2019 pursuant to a transfer scheme made by the Secretary of State for Transport under Schedule 2 of the Transport Act 2005.
- (D) The parties propose to enter into this Thirty First Supplemental Agreement in order to amend the Contract as described below.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) “Effective Date” means the later of 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 and 02:05 on 15 May 2022.

2. **EFFECTIVE DATE AND TERM**

The amendments 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.

3. **AMENDMENTS TO SCHEDULE 5**

3.1 Table 2.2 (Additional Passenger Train Slots) for Service Group HF01 shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.

4. **GENERAL**

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 during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to “the contract” or, as the case may be, the “Agreement”, “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.

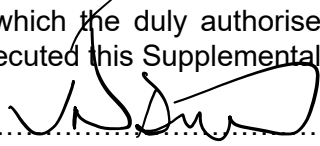
6. **LAW**

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 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 of which 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.....JAMES DEAN.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by



Print name Phil Whittingham
Duly authorised for and on behalf of
FIRST TRENITALIA WEST COAST RAIL LIMITED

APPENDIX A

Table 2.2: Additional Passenger Train Slots^{21st}

1					2		
Service description					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Euston	Manchester Piccadilly	N/A	HF03.3	22108001	1	N/A	N/A
Lancaster	Glasgow Central	N/A	HF06.1	22112001	1	N/A	N/A
London Euston	Lancaster	N/A	HF06.2	22112001	1	N/A	N/A
London Euston	Preston	N/A	HF06.3	22112001	1	N/A	N/A
Glasgow Central	Lancaster	N/A	HF06.4	22112001	1	N/A	N/A
Glasgow Central	London Euston	N/A	HF06.4	22112001	1	N/A	N/A
Preston	Euston	N/A	HF06.6	22112001	1	N/A	N/A
London Euston	Blackpool North	N/A	HF06.9	22112001	1	1	N/A
Blackpool North	London Euston	N/A	HF06.10	22112001	1	1	N/A
Chester	Birmingham New Street	N/A	HF02.11	22104001	N/A	N/A	1 ¹
Wolverhampton	London Euston	N/A	HF01.6	22100001	N/A	N/A	1 ²

1 Rights expire PCD 2022. Calls Crewe, Stafford & Wolverhampton

2 Rights expire PCD 2022. Calls Sandwell & Dudley, Birmingham New Street, Birmingham International, Coventry, Rugby, Milton Keynes Central