

32nd 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 32ND SUPPLEMENTAL AGREEMENT is dated 26th May 2022 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) **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 Supplemental Agreement in order to amend Appendix 1 of Schedule 8 within the Track Access Contract to reflect revised berthing offsets in service group HF03.

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;
- (B) “Effective Date” means 0200hrs on 26th June 2022.

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. ORR – GENERAL APPROVAL

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

4. AMENDMENTS TO THE CONTRACT

4.1 Appendix 1 of Schedule 8 shall be deleted in its entirety and replaced with the entry set out in Annex 1.

5. 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.

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 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, Route Director, West Coast South
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

ANNEX 1

APPENDIX 1 OF SCHEDULE 8

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
HF01 London Euston – Birmingham / Wolverhampton All Trains	2019-20 [Redacted]	£ [Redacted]	[Redacted]	£ [Redacted]	36	120	100	London Euston - Birmingham/Wolverhampton	Forward	COVENTRY	[Redacted]
	2020-21 [Redacted]						100	London Euston - Birmingham/Wolverhampton	Forward	LONDON EUSTON	[Redacted]
	2021-22 [Redacted]						100	London Euston - Birmingham/Wolverhampton	Reverse	SHREWSBURY	[Redacted]
	2022-23 [Redacted]						100	London Euston - Birmingham/Wolverhampton	Reverse	COVENTRY	[Redacted]
	2023-24 [Redacted]						100	London Euston - Birmingham/Wolverhampton	Reverse	BIRMINGHAM NEW STREET	[Redacted]
							100	London Euston - Birmingham/Wolverhampton	Reverse	WOLVERHAMPTON	[Redacted]
							100	London Euston - Birmingham/Wolverhampton	Reverse	RUGBY	[Redacted]
HF02 London Euston – North Wales All Trains	2019-20 [Redacted]	£ [Redacted]	[Redacted]	£ [Redacted]	76	270	104	London Euston - North Wales	Forward	CHESTER	[Redacted]
	2020-21 [Redacted]						104	London Euston - North Wales	Forward	CREWE	[Redacted]
	2021-22 [Redacted]						104	London Euston - North Wales	Forward	LONDON EUSTON	[Redacted]
	2022-23 [Redacted]						104	London Euston - North Wales	Forward	MILTON KEYNES CENTRAL	[Redacted]
	2023-24 [Redacted]						104	London Euston - North Wales	Reverse	CHESTER	[Redacted]
							104	London Euston - North Wales	Reverse	BANGOR	[Redacted]
							104	London Euston - North Wales	Reverse	HOLYHEAD	[Redacted]

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								Wales			
							104	London Euston - North Wales	Reverse	CREWE	[Redacted]
							104	London Euston - North Wales	Reverse	WREXHAM GENERAL	[Redacted]
							104	London Euston - North Wales	Reverse	MILTON KEYNES CENTRAL	[Redacted]
HF03 London Euston - Manchester All Trains	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	£ [Redacted]	[Redacted]	£ [Redacted]	38	120	108	London Euston - Manchester Piccadilly	Forward	LONDON EUSTON	[Redacted]
							108	London Euston - Manchester Piccadilly	Forward	STOKE-ON-TRENT	[Redacted]
							108	London Euston - Manchester Piccadilly	Forward	CREWE	[Redacted]
							108	London Euston - Manchester Piccadilly	Reverse	STOKE-ON-TRENT	[Redacted]
							108	London Euston - Manchester Piccadilly	Reverse	MILTON KEYNES CENTRAL	[Redacted]
							108	London Euston - Manchester Piccadilly	Reverse	STOCKPORT	[Redacted]
							108	London Euston - Manchester Piccadilly	Reverse	MANCHESTER PICCADILLY	[Redacted]
							108	London Euston - Manchester Piccadilly	Reverse	CREWE	[Redacted]
HF04 London Euston - Liverpool All Trains	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted] 2022-23 [Redacted] 2023-24 [Redacted]	£ [Redacted]	[Redacted]	£ [Redacted]	65	270	109	London Euston - Liverpool Lime Street	Forward	LONDON EUSTON	[Redacted]
							109	London Euston - Liverpool Lime Street	Forward	CREWE	[Redacted]
							109	London Euston - Liverpool Lime Street	Reverse	LIVERPOOL LIME STREET	[Redacted]
							109	London Euston - Liverpool Lime Street	Reverse	CREWE	[Redacted]
HF06 London Euston - Carlisle / Scotland	2019-20 [Redacted] 2020-21 [Redacted] 2021-22 [Redacted]	£ [Redacted]	[Redacted]	£ [Redacted]	91	270	112	London Euston - Carlisle/Glasgow	Forward	PRESTON	[Redacted]
							112	London Euston - Carlisle/Glasgow	Forward	LONDON EUSTON	[Redacted]

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All Trains	2022-23 [Redacted]						112	London Euston - Carlisle/Glasgow	Forward	CARLISLE	[Redacted]
	2023-24 [Redacted]						112	London Euston - Carlisle/Glasgow	Reverse	BLACKPOOL	[Redacted]
							112	London Euston - Carlisle/Glasgow	Reverse	PRESTON	[Redacted]
							112	London Euston - Carlisle/Glasgow	Reverse	GLASGOW CENTRAL	[Redacted]
							112	London Euston - Carlisle/Glasgow	Reverse	CARLISLE	[Redacted]
							112	London Euston - Carlisle/Glasgow	Reverse	LANCASTER	[Redacted]
							112	London Euston - Carlisle/Glasgow	Reverse	WARRINGTON BANK QUAY	[Redacted]
HF08 London – Scotland via West Midlands All Trains	2019-20 [Redacted]	£ [Redacted]	[Redacted]	£ [Redacted]	69	172	114	London Euston - Scotland via W Midlands (Class 9s)	Forward	COVENTRY	[Redacted]
	2020-21 [Redacted]						114	London Euston - Scotland via W Midlands (Class 9s)	Forward	MILTON KEYNES CENTRAL	[Redacted]
	2021-22 [Redacted]						114	London Euston - Scotland via W Midlands (Class 9s)	Forward	LONDON EUSTON	[Redacted]
	2022-23 [Redacted]						114	London Euston - Scotland via W Midlands (Class 9s)	Forward	BIRMINGHAM NEW STREET	[Redacted]
	2023-24 [Redacted]						114	London Euston - Scotland via W Midlands (Class 9s)	Forward	PRESTON	[Redacted]
							114	London Euston - Scotland via W Midlands (Class 9s)	Forward	CREWE	[Redacted]
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	BIRMINGHAM NEW STREET	[Redacted]
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	COVENTRY	[Redacted]
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	MILTON KEYNES CENTRAL	[Redacted]
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	EDINBURGH	[Redacted]
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	PRESTON	[Redacted]

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							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	CARLISLE	[Redacted]
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	GLASGOW CENTRAL	[Redacted]
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	CREWE	[Redacted]