

# 1<sup>st</sup> Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**WEST COAST RAILWAY COMPANY LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) (“The Jacobite”) dated 28 May 2020 and concerning the inclusion of amended Firm Rights.

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**THIS FIRST SUPPLEMENTAL AGREEMENT** is dated 23<sup>rd</sup> February 2022 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; and
- (2) **WEST COAST RAILWAY COMPANY LIMITED**, (the “Train Operator”), a company registered in England under number 03066109 having its registered office at Jesson Way, Crag Bank, Carnforth, Lancashire LA5 9UR.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) (“The Jacobite”) dated 28 May 2020 in a form approved by the Office of Rail Regulation pursuant to Section 18(7) of the Act (which Track Access Contract is hereafter referred to as the “Contract”).
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

**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 the date upon which the ORR 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 pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

Schedule 5, Table 4.1: Calling Patterns table shall be deleted in its entirety and replaced with the version in Annex 1. Schedule 5, 5.1 (a) shall be deleted in its entirety and replaced with the version in Annex 1. Schedule 5, Table 8.3: Departure time ranges, shall be deleted in its entirety and be replaced with the version in Annex 1.

4. **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.

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

SIGNED by 

Print name JAMES SNUFFRENWORTH  
Duly authorised for and on behalf of  
**WEST COAST RAILWAY COMPANY LIMITED**

## Annex 1

Table 8.3: Departure time ranges

1					2	3	4
<b>Service Group The Jacobite</b>							
<b>Service description:</b>							
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Days</b>	<b>Station</b>	<b>Departure time ranges</b>
Fort	Mallaig	-	-	22238108	SX SO	Fort	09:45 to 10:45
Mallaig	Fort	-	-	22238108	SX SO	Mallaig	13:40 to 14:40
Fort William	Mallaig	-	-	22238108	SX and SUN	Fort William	12:20 to 13:20
Mallaig	Fort William	-	-	22238108	SX and SUN	Mallaig	16:30 to 17:30
Fort	Mallaig	-	-	22238108	SO	Fort	14:10 to 15:10
Mallaig	Fort	-	-	22238108	SO	Mallaig	18:10 to 19:10

## 4. Calling Patterns

Table 4.1: Calling Patterns

1					2	3
<b>Service Group The Jacobite</b>						
<b>Service description</b>						
<b>Between</b>	<b>And</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Regular Calling Pattern</b>	<b>Additional stations</b>
Fort William	Mallaig	N/A	N/A	22238108	Glenfinnan, Arisaig	

## Annex 2

Consultee	Consultee Response	Date of Consultee Respon	Network Rail Response	Date of Consultee Response
Nick Gibbons (Locomotive Services (TOC)Ltd)	Locomotive Services (TOC) Limited would like to understand what effect this proposal has on the capacity available for other operators to run services between Fort William & Mallaig or v.v.	20/10/2021	Good afternoon Nick,  These new services (Sunday - Friday) have been offered in the WTT and replace the previous paths which have now been relinquished and returned as spare capacity. The Saturdays remain in the original Slot. All slots for the second departure in each direction are dated to between 1 May and 30 September each year. NR has also undertaken work at Mallaig to improve operational flexibility of operations through remodelling the Ground Frame.  I hope this resolves your question, please let me know if you have anything further.  Rhiannon	24/12/2021
	This is during the normal operation period of WTT services on the Mallaig Extension. Locomotive Services (TOC) recognises there are overnight opportunities, but this is specific to the period of operation for both Scotrail & West Coast Railway services.  Nick Gibbons Rhiannon,			
	Thank you for your response and this resolves the question I posed.  Thank you.  Nick Gibbons	05/01/2022		
Ian Kapur (GB Railfreight)	Rhiannon,  There are no concerns from GB Railfreight with this proposed Supplemental Agreement.  Ian Kapur	20/10/2021		

Thanks for this information about the track access contract for West Coast Railways in relation to The Jacobite train between Fort William and Mallaig. As this has no direct bearing on passengers using the regular, scheduled rail service from ScotRail or Caledonian Sleeper, Transport Focus doesn't propose to comment further. It's definitely provoking ideas for a future trip though... such a beautiful part of the world.

07/12/2021

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Martin Clarke (Transport Focus)