

Twentieth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

XC TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 8 August 2017

CONTENTS

1. INTERPRETATION 1

2. OFFICE OF RAIL AND ROAD - GENERAL APPROVAL..... 1

3. EFFECTIVE DATE AND TERM..... 1

4. AMENDMENTS TO SCHEDULE 5..... 2

5. EFFECTS OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT..... 2

6. THIRD PARTY RIGHTS 2

7. LAW 2

8. COUNTERPARTS..... 2

9. APPENDIX 3

THIS TWENTIETH SUPPLEMENTAL AGREEMENT is dated 15/07/2022
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) **XC TRAINS LIMITED**, a company registered in England under number 04402048 having its registered office at C/O Arriva PLC, 1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP (the “Train Operator”).

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) 8 August 2017 in a form approved pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the “Contract”).
- (B) The parties propose to enter into this Supplemental Agreement in order to amend Table 2.2 of Schedule 5 within the Track Access 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 on 15 July 2022**

2. **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.20.

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 at 00:00hrs on 13 October 2022.

4. **AMENDMENTS TO SCHEDULE 5**

4.1 Table 2.2 of schedule 5, shall be deleted in its entirety and replaced by a new Table 2.2 as set out in Appendix A to this supplemental agreement.

5. **GENERAL**

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 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**

Operators



)

)

)

)

) Henry Bates, Head of Freight & National Passenger

SIGNED by

duly authorised for and on behalf of

XC TRAINS LIMITED



)

)

)

) Gillian Ingham, Finance Director

Appendix A

1						2				
Service Group EH01										
Service description						Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Weekday	Winter Saturday	Summer Saturday	Winter Sunday	Summer Sunday
Leeds	Newcastle	Micklefield, Church Fenton and the ECML	3.23	22180008 & 22180009	221	1 ¹	0	0	0	0
York	Birmingham New Street (via Doncaster)	The ECML, Hambleton North Junction, Swinton, Sheffield, Tamworth	3.35	22180008 & 22180009	221	1 ¹	1 ¹	1 ¹	0	0
York	Newcastle	Direct	3.56	22180010	221	2 ¹	0	0	0	0
Newcastle	York	Direct	3.57	22180008	221	2 ¹	0	0	0	0
Leeds	Birmingham New Street	Wakefield Westgate, Swinton, Chesterfield, Clay Cross Tunnel, Sheffield, Tamworth	3.38	22180008 & 22180009	HST 2+8	1 ¹	0	0	0	0

8.1 Notes to Table:

¹ From the Subsidiary Change Date 2023 this Table 2.2 and paragraphs 2.4 and 2.5 will revert to “Not used”

2.4 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 and on the Days so listed.

2.5 A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:

- (a) a Contingent right to call at any station listed in Table 4.1;
- (b) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and
- (c) a Contingent Right to combine Passenger Train Slots to provide a through Service.