

# Tenth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**ABELLIO EAST MIDLANDS LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1<sup>st</sup> September 2020

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**THIS TENTH SUPPLEMENTAL AGREEMENT** is dated 11 October 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 (“Network Rail”); and
- (2) **ABELLIO EAST MIDLANDS LIMITED**, (the “Train Operator”), a company registered in England under number 09860485 having its registered office at 2<sup>nd</sup> floor St Andrew’s House, 18-20 St Andrew Street, London, EC4A 3AG.

**WHEREAS:**

- (A) Network Rail and Abellio East Midlands Limited entered into a Track Access Contract (Passenger Services) dated 1<sup>st</sup> September 2020 in a form approved by the Office of Rail and Road pursuant to section 18(7) 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 Schedule 7 within the Contract to include Class 810 in the table at Appendix 7D and amend the Default Train Consist Data in Appendix 7C.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, 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.

2. **EFFECTIVE DATE AND TERM**

- 2.1 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.
- 2.2 For the purposes of this Supplemental Agreement, “Effective Date” means the date on which the ORR issues its approval pursuant to section 22 of the Act, of the terms of this Supplemental Agreement.

3. **AMENDEMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 In Appendix 7C of Schedule 7 (Track Charges and Other Payments) of the Contract, the table shall be deleted and replaced with the table as set out in Annex A to this Supplemental Agreement.

- 3.2 In Appendix 7D of Schedule 7 (Track Charges and Other Payments) of the Contract, the table shall be deleted in its entirety and replaced with the table as set out in Annex B to this Supplemental Agreement.

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: Gary Walsh

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

**SIGNED** by.....



Print name: Paul Barnfield

Duly authorised for and on behalf of  
**ABELLIO EAST MIDLANDS LIMITED**

# 10<sup>th</sup> Supplemental Agreement

## Annex A

## Appendix 7C

### Default Train Consist Data

<b>Train Service Code</b>	<b>Type of Train Movement</b>	<b>Default Train Consist Data</b>
22269000	Train movement(s) between Liverpool and Norwich	2 car Class 158 Diesel Multiple Unit
22270000	Ancillary Movements (Local)	2 car Class 158 Diesel Multiple Unit
22275000	Train movement(s) between Derby and Nottingham	2 car Class 156 Diesel Multiple Unit
22277000	Train movement(s) between Nottingham and Lincoln	2 car Class 158 Diesel Multiple Unit
22320000	Train movement(s) between Crewe and Derby	2 car Class 156 Diesel Multiple Unit
22321000	Train movement(s) between Leicester and Nottingham	2 car Class 158 Diesel Multiple Unit
22323000	Train movement(s) between Derby and Matlock	2 car Class 156 Diesel Multiple Unit
22812000	Train movement(s) between Doncaster and Lincoln and Peterborough	2 car Class 158 Diesel Multiple Unit
22832000	Train movement(s) between Nottingham and Skegness	2 car Class 156 Diesel Multiple Unit
22833000	Train movement(s) between Barton-on-Humber and Cleethorpes	2 car Class 156 Diesel Multiple Unit
22836000	Train movement(s) between Newark, Lincoln and Grimsby or Cleethorpes	2 car Class 158 Diesel Multiple Unit
12325021	Train movement(s) between Nottingham and Mansfield Woodhouse and Worksop	3 car Class 170 Diesel Multiple Unit
22150000	Train movement(s) between London St Pancras International, Leicester, Derby and Sheffield (Fast)	7 car Class 222 Diesel Electric Multiple Unit
22153000	Train movement(s) between London St Pancras International, Leicester and Nottingham (Fast)	5 car Class 222 Diesel Multiple Unit
22152000	Train movement(s) between London St Pancras International, Leicester, Derby and Sheffield (Semi-Fast)	5 car Class 222 Diesel Electric Multiple Unit
22154000	Train movement(s) between London St Pancras International, Leicester and Nottingham (Semi-Fast)	5 car Class 222 Diesel Electric Multiple Unit

22156000	Train movement(s) between London St Pancras International and Corby (Semi-Fast)	8 car Class 360 Electric Multiple Unit
22150007	Ancillary Movements (HST/Meridian)	5 car Class 222 Diesel Electric Multiple Unit



# 10<sup>th</sup> Supplemental Agreement

## Annex B

**Appendix 7D**

"Metered Trains M" for the purposes of paragraph 4.1.1 of Part 2

<b>Train Type</b>	<b>Train ID</b>	<b>Traction Type</b>
Class 360	All	AC
Class 810 BMU	All	AC / DIESEL