

29th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SCOTRAIL TRAINS LIMITED
as Train Operator

relating to amendments to the Track Access Contract
dated 03 March 2016
for the Introduction of Inverness Airport Station to the regular
calling pattern

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THIS 29TH SUPPLEMENTAL AGREEMENT is dated 25th November 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) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC450732 having its registered office at 5th Floor, Culzean Building 36 Renfield Street, Glasgow, G2 1LU, United Kingdom.

Background:

- (A) The Train Operator and Network Rail entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "Contract") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (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:

- 1.1 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;
- 1.2 "Effective Date" means the date upon which Inverness Airport station becomes operational, not later than end of January 2023, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
- 1.3 "Appendix" shall mean the appendices and their relevant parts and attached hereto.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

In table 4.1 of Schedule 5 the section relating to Service 547 shall be deleted and replaced in full with the table as shown in Appendix A 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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

6. THIRD PARTY RIGHTS

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

7. 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 one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing 3 pages and Appendix A are executed as follows:-

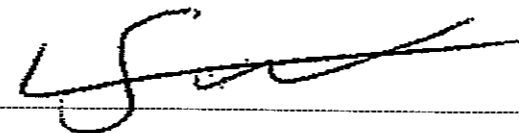
SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Liam Sumpter at
Glasgow on 25th November 2022 in the presence of:-

Witness: 

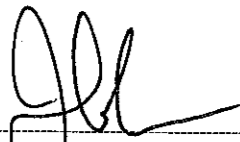
Full Name: Grace Brown

Address: 151 St Vincent St

Glasgow

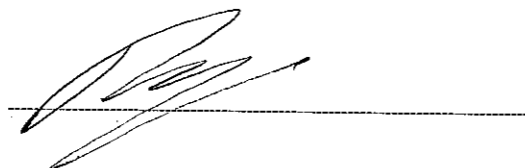


SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by Derek Marchant at Atrium Court
on 29th November 2022 in the presence of:-

Witness: 

Full Name: John Kerr

Address: Atrium Court, Glasgow



APPENDIX A

Table 4.1: Calling Patterns

1					2	3
Service Group HA04: Highland Rural						
Service 547: Aberdeen – Inverness						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Aberdeen	Dyce	Direct	4.50, 4.54	23547003	Direct	
Aberdeen	Inverness	Keith	4.51, 4.56	23547003	Dyce, Kintore, Inverurie, Inch, Huntly, Keith, Elgin, Forres, Nairn, Inverness Airport ¹	
Aberdeen	Inverurie	Direct	4.52, 4.58	23547003	Dyce, Kintore	
Elgin	Inverness	Nairn	4.53, 4.57	23547003	Nairn, Inverness Airport ²	
Huntly	Aberdeen	Dyce	4.55	23547003	Inch, Inverurie, Kintore, Dyce	

1, 2 Inverness Airport is valid from the date the station is commissioned and available for passenger services, as set out in the 29th Supplemental Agreement

