

4th SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SERCO CALEDONIAN SLEEPERS LIMITED
as Train Operator

relating to the extension of the expiry date for the Track Access Contract to PCD December 2024
and additional description and footnote to Table 9.1 (Platform Occupation Times)

THIS 4th SUPPLEMENTAL AGREEMENT is dated 15th November 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) **Serco Caledonian Sleepers Limited**, a company registered in Scotland under company number SC477821, having its registered office at Basement and Ground Floor Premises, 1-5 Union Street, Inverness, Scotland, IV1 1PP (the "**Train Operator**").

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 2 March 2018 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 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 of this Supplemental Agreement;
- 1.3 "Expiry Date" means Principal Change Date 2024
- 1.4 "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 AGREEMENT

In Part 1.1 (Interpretations), the definition of 'Expiry Date' will be deleted and replaced with "means the Principal Change Date in December 2024".

In Schedule 5, Table 9.1 and paragraph 9.1 will be deleted in their entirety and replaced with the Table 9.1 and associated footnote 1 and paragraph 9.1 as included 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 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**



Henry Bates, Head of Freight & National Passenger Operators

SIGNED by, duly authorised for and on behalf of **SERCO CALEDONIAN SLEEPERS LIMITED**



Kathryn Darbandi, Managing Director

APPENDIX A

TABLE 9.1 – PLATFORM OCCUPATION TIMES

					2	3			
Service Group ES01: Anglo-Scottish Overnight									
Service description									
Ref	From	To	TSC	Note	Not to Depart before	Train in platform no later than	Not to Arrive After	Train to remain in platform until	
1	Glasgow Central	Euston	23556003		23:30 M-F 23:00 Sun	22:00	07:30 ¹	N/A	
2	Edinburgh Waverley	Euston	23557004	Joins with 1 at Carstairs	23:30 M-F 23:00 Sun	22:30 M-F 22:00 Sun	07:30 ¹	N/A	
3	Euston	Glasgow Central	23556003		23:30 M-F 23:00 Sun	N/A	07:30	08:00	
4	Euston	Edinburgh Waverley	23557004	Splits from 3 at Carstairs	23:30 M-F 23:00 Sun	N/A	07:30	08:00	
5	Inverness	Euston	23558003		20:30 M-F 20:00 Sun	19:15	08:00 M-F ¹ 08:15 Sat ¹	N/A	
6	Aberdeen	Euston	23559004	Joins with 5 at Edinburgh Waverley	21:30 M-F 21:15 Sun	20:15	08:00 M-F ¹ 08:15 Sat ¹	N/A	
7	Fort William	Euston	23570004	Joins with 5 at Edinburgh Waverley	19:30 M-F 19:00 Sun	18:40	08:00 M-F ¹ 08:15 Sat ¹	N/A	
8	Euston	Inverness	23558003		21:00 M-F 20:30 Sun	N/A	09:00	08:00	
9	Euston	Aberdeen	23559003	Splits from 8 at Edinburgh Waverley	21:00 M-F 20:30 Sun	N/A	08:00	08:00	
10	Euston	Fort William	23570003	Splits from 8 at Edinburgh Waverley	21:00 M-F 20:30 Sun	N/A	10:30	08:00	

¹ Contingent right for the Southbound arrivals at Euston

Platform Occupation Times

9.1 The Train Operator has Firm Rights for the services to be scheduled in accordance with the details contained in table 9.1, except where the details are specified by footnote 1 to be Contingent Rights.