

# 33rd Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**SCOTRAIL TRAINS LIMITED**  
as Train Operator

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relating to amendments to the Track Access Contract  
dated 03 March 2016

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OFFICIAL-SENSITIVE-COMMERCIAL

**THIS 33RD SUPPLEMENTAL AGREEMENT** is dated 17<sup>th</sup> April 2023 and made

**Between:**

- (1) Network Rail Infrastructure Limited, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW; 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**" is the date of execution of this Supplemental Agreement.
- 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 on the Expiry Date or earlier termination of the Contract.

## **3. ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short term timetable and Miscellaneous Changes) General Approval 2009.

## **4. AMENDMENTS TO THE CONTRACT**

### **4.1 Amendments to table 2.1**

For noting, all changes to table 2.1 below represent reductions in rights.

- In table 2.1 of schedule 5 in HA05, Service 571 should be deleted in its entirety and replaced with the table in appendix A.
- In table 2.1 of schedule 5 in HA08, Service 563 (Westbound) should be deleted in its entirety and be replaced with the table in appendix B.
- In table 2.1 of schedule 5 in HA08, Service 563 (Eastbound) should be deleted in its entirety and be replaced with the table in appendix C.

### **4.2 Amendments to table 2.2**

For noting, all changes to table 2.2 below represent contingent rights which will expire 90 days following the execution of this Supplemental Agreement.

- In table 2.2 of schedule 5, insert all the tables shown in Appendix D, including all footnotes.

## **5. 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.

## **6. LAW**

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

**7. THIRD PARTY RIGHTS**

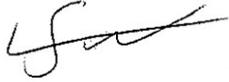
No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

**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 one and the same instrument.

**IN WITNESS WHEREOF** this Supplemental Agreement comprising this and the foregoing pages and Appendices are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Liam Sumpter



at 151 St Vincent Street, Glasgow G2 5NW on 12 April 2023 in the presence of:-

Witness:

Christine Grimes



Full Name:

Christine Grimes

Iain Shields

Address:

151 St Vincent Street

151 St Vincent Street

Glasgow, G2 5NW

Glasgow, G2 5NW

SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by John Kerr at Atrium Court Glasgow on 17<sup>th</sup> April 2023 in the presence of:-

Witness:



Full Name:

Donna Sim



Address:

Atrium Court, Glasgow

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Appendix A

1						2				
Service Group HA05: Ayrshire and Inverclyde										
Service 571: Ardrossan / Largs										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Glasgow Central High Level	Ardrossan Town	Paisley Gilmour Street	6.130	13571015	380-4	1 (FO)	0	2	1	0
Glasgow Central High Level	Ardrossan Harbour	Paisley Gilmour Street	6.131	13571015	380-4	15	2	13	15	5
Glasgow Central High Level	Ardrossan South Beach	Paisley Gilmour Street	6.132	13571015	380-4	1 FSX	0	0	0	0
Glasgow Central High Level	Largs	Paisley Gilmour Street	6.133	13571015	380-4	19	3	16	18	14
Ardrossan Harbour	Glasgow Central High Level	Paisley Gilmour Street	6.134	13571015	380-4	15	1	14	15	5
Ardrossan Town	Glasgow Central High Level	Paisley Gilmour Street	6.135	13571015	380-4	1	0	1	0	0
Largs	Glasgow Central High Level	Paisley Gilmour Street	6.136	13571015	380-4	18	2	16	17	15

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## Appendix B

Table 2.1: Passenger Train Slots

1						2				
Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Westbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Carstairs	Garscadden	Wishaw, Holytown, Bellshill	8.61	23563015	75EMUAC	1	1	0	0	0
Carstairs	Glasgow Central	Wishaw, Shieldmuir	8.62	23563015	75EMUAC	2	1	1	1	0
Cumbernauld	Dalmuir	Blantyre, Yoker	8.63	23563015	75EMUAC	16	3	13	16	0
Lanark	Glasgow Central High Level	Wishaw, Shieldmuir, Bellshill	8.65	23563015	75EMUAC	21	4	17	21	13
Lanark	Glasgow Central High Level	Shieldmuir, West Coast Main Line, Uddingston	8.66	23563015	75EMUAC	3	0	3	2	0
Lanark	Motherwell	Wishaw	8.67	23560015	75EMUAC	2	0	2	2	1
Larkhall	Balloch	Blantyre, Yoker	8.68	23563015	75EMUAC	0	0	0	0	14
Larkhall	Dalmuir	Blantyre, Yoker	8.69	23563015	75EMUAC	27	10	17	27	0
Larkhall	Garscadden	Blantyre	8.70	23563015	75EMUAC	1	0	1	1	1
Larkhall	Milngavie	Blantyre	8.71	23563015	75EMUAC	7 (+1 FO)	0	7	7	0
Motherwell	Balloch	Carmyle, Yoker	8.72	23563015	75EMUAC	0	0	0	0	15

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Motherwell	Dalmuir	Blantyre, Yoker	8.73	23563015	75EMUAC	18	4	14	18	0
Motherwell	Dalmuir	Carmyle, Singer	8.74	23563015	75EMUAC	18 (+1 FO)	4	14	18	0
Motherwell	Garscadden	Blantyre	8.75	23563015	75EMUAC	0	0	0	0	1
Motherwell	Glasgow Central High Level	Bellshill	8.76	23563015	75EMUAC	0	0	0	0	17
Motherwell	Milngavie	Blantyre	8.77	23563015	75EMUAC	0	0	0	0	29
Whifflet	Dalmuir	Carmyle, Singer	8.78	23563015	75EMUAC	17	3	14	17	0

Appendix C

Table 2.1: Passenger Train Slots

1						2				
Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Eastbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Anderston	Carstairs	Bellshill, Motherwell, Wishaw	8.91	23563015	75EMUAC	1	1	0	0	0
Balloch	Larkhall	Yoker Blantyre,	8.92	23563015	75EMUAC	0	0	0	0	14
Balloch	Motherwell	Yoker, Carmyle	8.93	23563015	75EMUAC	0	0	0	0	15
Dalmuir	Carstairs	Yoker, Carmyle, Motherwell	8.94	23563015	75EMUAC	1	0	1	0	0
Dalmuir	Cumbernauld	Singer, Blantyre, Motherwell	8.95	23563015	75EMUAC	14	4	10	14	0
Dalmuir	Larkhall	Singer, Blantyre	8.96	23563015	75EMUAC	35 (+1 FO)	7	28	35	0
Dalmuir	Larkhall	Yoker, Blantyre	8.97	23563015	75EMUAC	0	0	0	0	1
Dalmuir	Motherwell	Yoker, Carmyle	8.98	23563015	75EMUAC	31 (+1 FO)	8	23	32	0
Dalmuir	Whifflet	Yoker, Carmyle	8.99	23563015	75EMUAC	16	4	12	16	0
Garscadden	Motherwell	Blantyre	8.100	23563015	75EMUAC	0	0	0	1	0
Glasgow Central High Level	Lanark	Bellshill, Shieldmuir, Wishaw	8.101	23563015	75EMUAC	23 (+1 FO)	5	18	22	14
Glasgow Central High Level	Lanark	Uddingston, West Coast Main Line, Shieldmuir	8.102	23563015	75EMUAC	1	0	1	1	0
Glasgow Central	Motherwell	Bellshill	8.103	23563015	75EMUAC	1 FSX	0	1	2	16
Hyndland	Motherwell	Blantyre	8.104	23563015	75EMUAC	1	0	01	1	1

Milngavie	Cumbernauld	Blantyre	8.105	23563015	75EMUAC	2	0	2	2	0
Milngavie	Motherwell	Blantyre	8.106	23563015	75EMUAC	5	0	5	5	29
Milngavie	Motherwell	WCML	8.107	23563015	75EMUAC		0	1	0	0
Motherwell	Carstairs	Shieldmuir, Wishaw	8.108	23563015	75EMUAC	1	0	1	0	0
Motherwell	Cumbernauld	Whifflet	8.109	23563015	75EMUAC	2	0	2	2	0
Motherwell	Lanark	Shieldmuir, Wishaw	8.110	23563015	75EMUAC	3	0	3	3	0
Partick	Carstairs	Bellshill, Holytown	8.111	23563015	75EMUAC	1	1	0	0	0

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APPENDIX D

<b>1</b>						<b>2</b>		
<b>Service Group HA03: South West Rural</b>								
<b>Service 577: Stranraer - Girvan – Kilmarnock</b>						<b>Passenger Train Slots</b>		
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Kilmarnock <sup>1</sup>	Ayr	Troon	8.01	13577015	150	1	1	0

<sup>1</sup> - These contingent rights are valid for 90 days from the date of execution of the 33<sup>rd</sup> Supplemental Agreement.

<b>1</b>						<b>2</b>		
<b>Service Group HA04: Highland Rural</b>								
<b>Service 547: Aberdeen – Inverness</b>						<b>Passenger Train Slots</b>		
From	To	Via	Description	TSC	Timing Load	Total Weekday	Saturday	Sunday
Huntly <sup>1</sup>	Aberdeen	Dyce	4.55	23547003	158	1	1	0

<sup>1</sup> - These contingent rights are valid for 90 days from the date of execution of the 33<sup>rd</sup> Supplemental Agreement.

<b>1</b>						<b>2</b>				
<b>Service Group HA08: North Electrics &amp; Argyle Line</b>										
<b>Service 563: Argyle Line (Westbound)</b>										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Cumbernauld <sup>1</sup>	Milngavie	Blantyre	8.64	23563015	75EMUAC	1	0	1	1	0
Lanark <sup>1</sup>	Glasgow Central High Level	Wishaw, Shieldmuir, Bellshill	8.65	23563015	75EMUAC	7	0	0	8	0

<sup>1</sup> - These contingent rights are valid for 90 days from the date of execution of the 33<sup>rd</sup> Supplemental Agreement.

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1						2				
Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Eastbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Glasgow Central High Level <sup>1</sup>	Lanark	Bellshill, Shieldmuir, Wishaw	8.101	23563015	75EMUAC	5	0	0	6	0

<sup>1</sup> - These contingent rights are valid for 90 days from the date of execution of the 33<sup>rd</sup> Supplemental Agreement.

1						2				
Service Group HA05: Ayrshire and Inverclyde										
Service 571: Ardrossan / Largs										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Glasgow Central High Level <sup>1</sup>	Ardrossan South Beach	Paisley Gilmour Street	6.132	13571015	380-4	2 (+1 FO)	0	0	1	0
Ardrossan Town - <sup>1</sup>	Glasgow Central High Level	Paisley Gilmour Street	6.135	13571015	380-4	1	0	1	1	0
Ardrossan South Beach <sup>1</sup>	Glasgow Central High Level	Paisley Gilmour Street	6.135	13571015	380-4	2	0	2	2	0

<sup>1</sup> - These contingent rights are valid for 90 days from the date of execution of the 33<sup>rd</sup> Supplemental Agreement