# 12th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

MERSEYRAIL ELECTRICS 2002 LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1<sup>st</sup> April 2019

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## THIS THIRD SUPPLEMENTAL AGREEMENT is dated 18 July 2023 and made

#### BETWEEN:

- (1) <u>NETWORK RAIL INFRASTRUCTURE LIMITED</u>, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London, SE1 8SW ("Network Rail"); and
- (2) <u>MERSEYRAIL ELECTRICS 2002 LIMITED</u>, a company registered in England under number 04356933 having its registered office at Rail House, Lord Nelson Street, Liverpool, Merseyside L1 1JF (the "Train Operator").

#### WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 1 April 2019 in a form approved by the Office of Rail and Road (ORR) pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act (the "Contract").
- (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, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) "Effective Date" means the date of this Supplemental Agreement.

## 2. **EFFECTIVE DATE AND TERM**

The amendments 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.

## 3. RETROSPECTIVE EFFECT

Notwithstanding the Effective Date the amendments shall be applied retrospectively from 00:01 on 4 March 2023.

## 4. AMENDMENTS TO THE CONTRACT

4.1 This 12<sup>th</sup> Supplemental Agreement seeks to add a footnote to the Lookup Table for EBM Weights in Annex B to Part 3 of Schedule 4. This footnote indicates that the

amendments to the Full Bus Replacement Miles in the Lookup Table for EBM Weights in Annex B to Part 3 of Schedule 4 apply from 00:01 on 4 March 2023. As shown in Annex 1 to this Supplemental Agreement.

## GENERAL

The parties agree that 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" or, as the case may be, the "Agreement", "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 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 of which 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.....Phil James

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name Chrs Maher

Duly authorised for and on behalf of

MERSEYRAIL ELECTRICS 2002 LIMITED

Annex 1
Lookup Table for EBM Weights in Annex B to Part 3 of Schedule 4

Viable Transfer Point (VTP)	Viable Transfer Point (VTP1	Applies this Infrastructure Dules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments & Other VTPs to Consider	Service Group	Applica	FULL	Bus Repla	Miles	(100%)	PART	IAL Bus	Replacem	ent (50%	x X%)	EBMs Total
	Cross West Junctio	n to Southport	Touler Operating Rules	COOL	Toescription of Lossesson Reportse			Die					EIROUG	-10	- Auto-	110010		1 TOTAL
Hunts Cross	Liverpool South				Full bus replacement Hunts Cross to Liverpool South		HE01	100%	HNX	LPL	2.75						in-	£ -
(HNX)	Parkway			HEODI	Parkway, trains restart at Liverpool South Parkway.				1						8 = .			£ -
(FINAL)	(LPL)				raiknay, trans restart at civerpoor South raikway.		200000	San Born			- Both							£ -
Liverpool South	Liverpool			SONWORK	Full bus replacement Hunts Cross to Liverpool		HE01	100%		LPL	2.75							£ -
Parkway	Central			HE002	Central, trains restart at Liverpool Central.				LPL	LVC	7.75	-					0	£ -
(LPL)	(LVC)						11001		11/6	ESI	7.75	1000	_	_	_		bis Fil	ε -
Liverpool	Sandhills			HE003	Full bus replacement Liverpool Central to Sandhills,		HE01	100%	LVC	SDL	2.75							£ -
(LVC)	(SDL)			HED03	trains restart at Liverpool Central & Sandhills.			_						_				£ -
(LVC)	Seaforth and	If inclusive of Ormskirk/Kirkby	-		Full bus replacement Sandhills to Seaforth and		HE01	100%	SDL	SFL	3.50		-	_	-			£ -
Sandhills	Litherland	branches then see Sandhills to		HEOD4	Litherland, trains restart at Sandhills & Seaforth and	_	HEUT	100%	ODL	0.2	0.00	520						€ -
(SDL)	(SFL)	Walton & Sandhills to Rice Lane		200000	Litherland, trains restart at Sandnills & Seaforn and Litherland.													£ -
Seaforth and			1	-	Full bus replacement Seaforth and Litherland to Hall		HE01	100%	SFL	HLR	4.00	4-						£ -
Litherland	Hall Road		1	HEODS	Road, trains restart at Seaforth and Litherland & Hall							1000						£ -
(SFL)	(HLR)				Road.					(0								£ -
Hall Road	Formby				Full bus replacement Hall Road to Formby, trains restart at Hall Road & Formby.		HE01	100%	HLR	FBY	8.25							£ -
(HLR)	(FBY)	l		HEDDS														٤ -
(ricit)	(121)				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,							1				_		٤ -
Formby	Freshfield	eld		Wilcon.	Full bus replacement Formby to Freshfield, trains restart at Formby & Freshfield.		HE01	100%	FBY	FRE	1.00	Marine Town						€ .
(FBY)	(FRE)		1	HE007		_	-		-					-	-	-		£ -
				_	A Property of the Control of the Con		HE01	100%	FDE	HIL	6.50			_	-	_		£ -
Freshfield	Hillside			HEODS	Full bus replacement Freshfield to Hillside, trains		HEUI	100%	FINE	THE	0.00			-	-			£ -
(FRE)	(HIL)			MEUUS	restart at Freshfield & Hillside.			-	1					1				£ -
					DOWN N. SHANNENDOS RSAGE		HE01	100%	HIL	SOP	3.25		_	_	_			£ -
Hillside	Southport			HEODS	Full bus replacement Hillside to Southport, trains		71667	10070			-	10						€ -
(HIL)	(SOP)			1,000,000	restart at Hillside.													€ -
W 8005 Sandh	as Junction to Orm	skirk		West 10	THE RESERVE THE PROPERTY OF THE PERSON OF TH	Market III					BEATHER.	A CHESTON	1000	HINSERC.	-0-27	1	() = ( (A)	
	1	If inclusive of Southport/Kirkby	1		E III L		HE01	100%	SDL	WAO	2.50	0						٤ -
Sandhills	Walton (WAO)	branches then see Sandhills to		HE010	Full bus reptacement Sandhills to Walton, trains restart at Sandhills & Walton.													٤ -
(SDL)	(WAO)	Seaforth & Sandhills to Rice Lane																€ -
Walton	Aintree				Full bus replacement Walton to Aintree, trains restart at Walton & Aintree.		HE01	100%	WAO	AIN	1.25	8 ==		3				€ -
(WAO)	(AIN)			HE011			_	_	_	-	_		_	-	_			٤ -
princ)	, YS						1/504	4000	1	HAC	3.50			_	-	_	RI SA	£ -
Aintree	Maghull				Full bus replacement Aintree to Maghull, trains restart		HE01	100%	AIN	MAG	3,50		_	-	-	_		£ -
(AIN)	(MAG)			HE012	at Aintree & Maghull.		_	_	-	_	_			-	-	_		£ -
			+	_			HE01	100%	MAG	TWN	5.25		_	_	_	_	100	E -
Maghull	Town Green (TWN)		HEOL	HED13	Full bus replacement Maghull to Ormskirk, trains restart at Maghull.		HEUI	100%	11110	11111	0.20				1	1		Ē-
(MAG)												2					2 - 3	€ -
							HE01	100%	TWN	OMS	2.75	1000						٤ -
Town Green	Ormskirk			HE014	Full bus replacement Town Green to Ormskirk, trains restart at Town Green.	rans										4 -		€ -
(TWN)	(OMS)				restart at Town Green.							200					and the same	€ -
NW 8009 Walton	n Junction to Kirkby			1100				W S					1129.0	10		3		
Sandhills	Rice Lane	If inclusive of Ormskirk/Southport			Full bus replacement Sandhills to Rice Lane, trains		HE01	100%	SDL	RIL	2.75	0						٤ -
(SDL)	(RIL)	branches then see Sandhills to		HED15	restart at Sandhills & Rice Lane.	1			_		-			-	_	-		£ -
(SDL)	111107	Walton & Sandhills to Seaforth		-			11000	100	60	1216	4.00	8			-	-		£ -
Rice Lane	Kirkby				Full bus replacement Rice Lane to Kirkby, trains restart at Rice Lane (Headbolt Lane to replace Kirkby as a viable transfer point Summer 2023)		HE01	100%	RIL	KIR	4.25	A		-	-	-		£ -
(RIL)	(KIR)			HE016			$\vdash$	+	+	+	+-	10		1	+	+		E -
( Car				_			HEOL	100%	RIL	HBL	5.00		0		_			£ -
	Headbolt Lane				Full bus replacement Rice Lane to Headbolt Lane,													
Rice Lane	Headbolt Lane			HE027	Full bus replacement Rice Lane to Headbolt Lane, trains restart at Rice Lane				_	-	_	_	_			_		£ -

NIII ODGO C		o Hooton South Junction (Via Loop)								_	_							
	Company of the Park of the Company	o Hooton South Junction (Via Loop)	A STATE OF THE PARTY OF THE PAR				HE02	100%	LVJ	LVJ	3.25	-		10000			0	Ε -
James Street (LVJ)	James Street (LVJ)	Possession blockage around loop.		HED17	Full bus replacement James Street around loop, trains restart at James Street.												1	£ -
(240)	(610)						HE02	100%	BKC	LVJ	4.50		_	_		-		£ -
James Street	Hamilton Square				Full bus replacement between Birkenhead Central and		HE02	100%	LVJ	LVJ	3.25					_		£ -
(LVJ)	(HAS)	1		HED17	James Street, also around loop			18835										
				_	**************************************		uena	1005/	ВКС	LVJ	4.50					-		£ -
Hamilton Square	Birkenhead	If inclusive of other branch then see		170205127	Full bus replacement Birkenhead Central around loop,		HE02	50%	LVJ	LVJ	3.25							£ -
(HAS)	Central (BKC)	Hamilton Sq to Birkenhead North			trains restart at Birkenhead Central. For Calos assume 50% of trains on loop are from BIC.		3 7					- 4						
Birkenhead	V200700000			_	Full bus replacement Birkenhead Central to Rock		HE02	100%	BKC	RFY	1.25					-		£ -
Central	Rock Ferry (RFY)			HED15	Ferry, trains restart at Birkenhead Central & Rock			10000										£ -
(BKC)	(ISF1)				Ferry.				1	1			1	1		1		£ -
Viable Transfer	Viable Transfer			SACS		Comments & Other VTPs to Consider	Service	% Applica	FULL	Bus Repl	acement (	100%)	PART	IAL Bus	Replacem	ent (50%	x X%)	EBMs
Point [VTP]	Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules		Description of Possession Reponse	Comments a Other VIT's to Consider	Group	ble	From	To	Miles	Trains	From	То	Miles	Trains	Trains	Total
Rock Ferry	Hooton			and the same	Full bus replacement Rock Ferry to Hooton, trains		HE02	180%	RFY	HOO	8.25							£ -
(RFY)	(HOO)			HE019	restart at Rock Ferry & Hooton.		-				_							£ -
NW 3013 Hooton	South Junction to	Helsby Junction	OF WASHINGTON		THE RESERVE OF THE PROPERTY OF	SERVICE STATE OF THE SERVICE STATE STAT	PERSONAL PROPERTY.	(/) [5]	E-110/50	Office - Tal	N 55 W	FIGURE 1	STIES HE	HESSIE	-	Or Desiration	100 -	
Hooton	Ellesmere Port	If inclusive of Chester branch then			Full bus replacement Hooton to Ellesmere Port, trains		HE02	100%	HOO	ELP	5.25							£ -
(HOO)	(ELP)	see Hooton to Chester		HE020	restart at Hooton.		$\vdash$				-							£ -
NW 3011 Cheste	r West Junction to	Hooton South Junction							75 5 7	1	Total Inches		100	-	S	A 13 -		
Chester	Hooton	If inclusive of Ellesmere Port branch			Full bus replacement Chester to Hooton, trains restart		HE02	100%	HOO	CHE	11.25				( )			£ -
(CHE)	(HOO)	then see Hooton to Ellesmere Port		HE021	at Hooton.		$\vdash$						_					£ -
NW 8011 Mann I	sland Junction to V	Vest Kirby (Via Loop)	CONTRACTOR DOLLARS	C				100	2		-		100 L	-	1000			
James Street	James Street				Full bus replacement James Street around loop, trains		HE02	100%	LVJ	LVJ	3.25	100						Ε -
(LVJ)	(LVJ)	Possession blockage around loop.		HE022	restart at James Street.			- 3										€ -
	2000 0 //				A CONTRACTOR CONTRACTO		HE02	100%	BKN	LVJ	6.25		_	_				£ -
James Street	Birkenhead North			HE022	Full bus replacement between Birkenhead North and James Street, also around loop		HE02		LVJ	LVJ	3.25							£ -
(LVJ)	(BKN)			recore			-	-		_					0	_		
	Birkenhead	Name of Control of the Control of th			Full bus replacement Birkenhead North around loop.		HE02	100%	BKN	LVJ	6.25	No. of Lot						£ -
Hamilton Square (HAS)	North	If inclusive of other branch then see Hamilton Sq to Birkenhead Central	1	HE023	trains restart at Birkenhead North. For Calcs assume		HE02	50%	LVJ	LVJ	3.25							£ -
(HAS)	(BKN)	ramillon 34 to blike mead central			50% of trains on loop are from BIN.		17500	1000	MUN	Hay		11=0.00				_		£ -
Birkenhead	Hoylake (HOY)	If inclusive of New Brighton branch then see Birkenhead North to New Brighton.		HE024	Full bus replacement Birkenhead North to West Kirby, trains restart at Birkenhead North.		HE02	100%	BKN	HOY	1.50		_	_				£ -
North							11202	100%		111.0								€ -
(BKN)																		£ -
84 per 200 See	Company Company			-	Full bus replacement Hoylake to West Kirby, trains restart at Hoylake.		HE02	100%	HOY	WKI	1.50		_	_		$\vdash$	-	£ -
Hoylake	West Kirby			HE025														€ -
(HOY)	(WKI)				restart at noyake.												1000	£ -
NW 8015 Bidstor Birkenhead	East Junction to						I HE02	100%	BKN	NBN	4.50				_	1		16.
North	New Brighton	If inclusive of West Kirby branch then		HE026	Full bus replacement Birkenhead North to New		HEUZ	100/6	Divid	14014	4.00	0						٤ -
(BKN)	(NBN)	see Birkenhead North to West Kirby.		9-	Brighton, trains restart at Birkenhead North.										1			£ -

# Footnote to table:

Amendments to Full Bus Replacement Miles applies from 00:01 on 4 March 2023.