

Ninetieth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

ARRIVA RAIL LONDON LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 9 November 2007

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THIS NINETIETH SUPPLEMENTAL AGREEMENT is dated 28 / 06 /2024 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW (“Network Rail”); and
- (2) **ARRIVA RAIL LONDON LIMITED**, a company registered in England under number 04165861, having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP (the “**Train Operator**”).

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 9th November 2007 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 (which track access contract as subsequently amended is hereafter referred to as the “Contract”).
- (B) The parties wish to amend Schedule 5 of the Contract in the terms described below

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

- (A) 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; and
- (B) “Effective Date” means: 02:00hrs, 15th December 2024 (PCD 2024)

2. **EFFECTIVE DATE AND TERM**

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 at the Expiry Date or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

- 3.1 In Table 2.1 of Schedule 5 of the Contract, the section relating to Service Group EK02 shall be deleted in its entirety and replaced with the section relating to Service Group EK02 as set out in Annex A to this Supplemental Agreement.

4. **EFFECTS 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 any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but 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 Lucy McAuliffe

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

SIGNED by)

duly authorised for and on behalf of)
ARRIVA RAIL LONDON LIMITED)

8 **APPENDIX A**2 **Passenger Train Slots**

Table 2.1: Passenger Train Slot

1							2					
Service Group: EK02 -												
Service description Watford DC							Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday	
						Morning Peak	Evening Peak					
London Euston	Watford Junction	DC Electric Lines	All Stations	22216000	710	0	12	61	73	73	63	
Watford Junction	London Euston	DC Electric Lines	All Stations	22216000	710	12	0	61	73	72	62	
Watford Junction	Willesden Junction Low Level	DC Electric Lines	All stations	22216000	710	0	0	N/A	0	1	1	
London Euston	Willesden Junction Low Level	DC Electric Lines	All Stations	22216000	710	0	0	1	1	2	2	
Willesden Jn Low Level	London Euston	DC Electric Lines	All Stations	22216000	710	0	0	1	1	0	0	