

56th 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

CONTENTS

1.	INTERPRETATION.....	2
2.	EFFECTIVE DATE AND DURATION... ..	3
3.	ORR GENERAL APPROVAL.....	3
4.	AMENDMENTS TO THE CONTRACT.....	3
5.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT... ..	3
6.	LAW.....	3
7.	THIRD PARTY RIGHTS... ..	3
8.	COUNTERPARTS	4

THIS 56TH SUPPLEMENTAL AGREEMENT is dated 17 April 2025 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 SC328826 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, United Kingdom, G2 6HQ, 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 18 May 2025.
- 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 set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect 90 days after the Effective Date.

3. ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

4. AMENDMENTS TO THE CONTRACT

The tables in Appendix A to this Supplemental Agreement, including footnotes, shall be added to tables 2.1 and 2.2 of Schedule 5.

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 3 pages and Appendix A are executed as follows:-

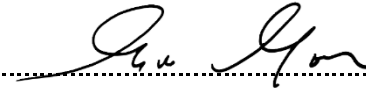
SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Ross Moran
at Glasgow on 24 April 2025 in the presence of:

Witness:


.....

Full Name:

Nicholas Prag


.....

Address:

151 St Vincent Street

Glasgow

SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by Scott Prentice
Atrium Court, Glasgow on 25-04-25 at
of:- in the presence

Witness:


.....

Full Name: John Kerr

Scott Prentice

Address:

Atrium Court, 50 Waterloo Street,

Glasgow G2 6HQ

Appendix A

1						2		
Service Group HA01: Express								
Service 549: Glasgow – Perth – Inverness						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Glasgow Queen Street High Level	Inverness ¹	Stirling, Aviemore	1.50	23549003	170	5	5	3
Inverness ²	Glasgow Queen Street High Level	Aviemore, Stirling	1.52	23549003	170	6	6	2

1. The Train Operator must make an Access Proposal to combine 2 Sunday Train Slots with the corresponding Train Slots in Service Group HA04, Service 547, Description 4.57, to provide a through journey to Elgin
2. The reduction in rights will be valid for 90 days from the date of the effective date of the 56th Supplemental Agreement.

1						2		
Service Group HA01: Express								
Service 549: Glasgow – Perth – Inverness						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Inverness ¹	Edinburgh Waverley	Aviemore, Stirling	1.63	23549003	170	1	1	0

1. These rights will be valid for 90 days from the date of the effective date of the 56th Supplemental Agreement.
- ENDS.