

Eleventh Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

EUROSTAR INTERNATIONAL LIMITED

as Train Operator

Relating to amendments to the Track Access Contract
(Passenger Services) dated 31 October 2008

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THIS ELEVENTH SUPPLEMENTAL AGREEMENT is dated 9th December 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) **EUROSTAR INTERNATIONAL LIMITED**, a company registered in England under company number 2462001, having its registered office at 6th Floor Kings Place, 90 York Way, London, N1 9AG (the "**Train Operator**").

BACKGROUND:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 31 October 2008 as amended by various supplemental agreements (which track access contract is hereafter referred to as the "**Contract**").
- (B) The parties wish to amend 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 the later of:
 - (1) 02:00 15th December 2024 (Principal Change Date 2024)
 - (2) the date upon which the Office of Rail and Road issues its approval of the terms of this Supplemental Agreement, pursuant to Section 22 of the Act.

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 continue until the Expiry Date.

3. **AMENDMENTS TO THE CONTRACT**

- 3.1 In paragraph 1.1 Definitions in the front end of the Contract, delete the definition of "Expiry Date" in its entirety and replace it with the following:

"**Expiry Date**" means the Principal Change Date in 2026

- 3.2 In Schedule 5, Table 2.1 Passenger Train Slots shall be annotated to 'Not Used'.

- 3.3 In Schedule 5, Table 2.2 Additional Passenger Train Slots and the associated notes to this table shall be deleted and replaced with 'Not Used'.
- 3.4 In Schedule 5, Paragraphs 2.1, 2.2 and 2.3 associated with Table 2.1 Passenger Train Slots shall be deleted.
- 3.5 In Schedule 5, Paragraphs 2.6, 2.7, 2.9 and 2.11 shall be deleted.
- 3.6 In Schedule 5, Table 3.3 Earliest and Latest Passenger Train Slots and the associated notes to this table shall be deleted and replaced with 'Not Used'.
- 3.7 In Schedule 5, Paragraph 3.8 associated with Table 3.3 Earliest and Latest Passenger Train Slots shall be deleted.

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 "this 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 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

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duly authorised for and on behalf of

NETWORK RAIL

INFRASTRUCTURE LIMITED

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SIGNED by

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duly authorised for and on behalf of

**EUROSTAR INTERNATIONAL
LIMITED**

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