# 30<sup>th</sup> Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

FIRST TRENITALIA WEST COAST RAIL LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1<sup>st</sup> December 2022

# **CONTENTS**

2.       EFFECTIVE DATE AND TERM       1         3.       ORR - GENERAL APPROVAL       1         4.       AMENDMENTS TO THE CONTRACT       2         5.       GENERAL       2         6.       THIRD PARTY RIGHTS       2         7.       LAW       2         8.       COUNTERPARTS       3         9.       ANNEX 1       4	1.	INTERPRETATION	1
3. ORR - GENERAL APPROVAL			
4. AMENDMENTS TO THE CONTRACT       2         5. GENERAL       2         6. THIRD PARTY RIGHTS       2         7. LAW       2         8. COUNTERPARTS       3	2.	EFFECTIVE DATE AND TERM	1
5. GENERAL       2         6. THIRD PARTY RIGHTS       2         7. LAW       2         8. COUNTERPARTS       3	3.	ORR - GENERAL APPROVAL	1
6. THIRD PARTY RIGHTS	4.	AMENDMENTS TO THE CONTRACT	.2
7. LAW	5.	GENERAL	2
8. COUNTERPARTS	6.	THIRD PARTY RIGHTS	.2
	7.	LAW	2
9. ANNEX 1	8.	COUNTERPARTS	3
	9.	ANNEX 1	4

# THIS 30<sup>TH</sup> SUPPLEMENTAL AGREEMENT is dated 16/07/2025 and made

#### **BETWEEN:**

- (1) <u>NETWORK RAIL INFRASTRUCTURE LIMITED</u>, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London SE1 8SW ("Network Rail"); and"
- (2) <u>FIRST TRENITALIA WEST COAST RAIL LIMITED</u>, a company registered in England under number 10349442 having its registered office at 8th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the "Train Operator").

#### 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;
- (B) "Effective Date" means 02.00 on Sunday 20 July 2025

## 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. 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

**4.1** Appendix 1 of Schedule 8 shall be deleted in its entirety and replaced with the entry set out in Annex 1.

#### 5. 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.

1

#### 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.

 ${f SIGNED}$  by

Print name: Gary Walsh, Route Director, West Coast South

Andy Meeron

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED** 

Gary Walsh

**SIGNED** by

Print name: Andy Mellors

Duly authorised for and on behalf of

FIRST TRENITALIA WEST COAST RAIL LIMITED

# **ANNEX 1**

# Appendix 1 to Schedule 8

A	В	C	D	E	F	G	Н		I	J	K
	Network Rail		TOC		Cancellation						
Service Group	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)	Minutes	Cap		Service Code	Direction	Monitoring Point	Weighting
HF01	2024-25					120	100	London Euston - Birmingham/Wolverhampton	Forward	COVENTRY	
London Euston - Birmingham/Wolverhampton	2025-26						100	London Euston - Birmingham/Wolverhampton	Forward	LONDON EUSTON	
All Trains	2026-27						100	London Euston - Birmingham/Wolverhampton	Forward	MILTON KEYNES CENTRAL	
	2027-28						100	London Euston - Birmingham/Wolverhampton	Reverse	BIRMINGHAM NEW STREET	
	2028-29						100	London Euston - Birmingham/Wolverhampton	Reverse	COVENTRY	
							100	London Euston - Birmingham/Wolverhampton	Reverse	RUGBY	
							100	London Euston - Birmingham/Wolverhampton	Reverse	SHREWSBURY	
							100	London Euston - Birmingham/Wolverhampton	Reverse	WOLVERHAMPTON	
HF02	2024-25					270	104	London Euston - North Wales	Forward	CHESTER	
London Euston - North Wales	2025-26						104	London Euston - North Wales	Forward	CREWE	
All Trains	2026-27						104	London Euston - North Wales	Forward	LONDON EUSTON	
	2027-28						104	London Euston - North Wales	Forward	MILTON KEYNES CENTRAL	
	2028-29						104	London Euston - North Wales	Reverse	BANGOR	
							104	London Euston - North Wales	Reverse	CHESTER	

3

A	В	C	D	E	F	G		Н	I	J	K
Service Group	Network Performance Point	Rail Payment Rate (£)	TOC Performance Point	Payment Rate (£)	Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
							104	London Euston - North Wales	Reverse	CREWE	
							104	London Euston - North Wales	Reverse	HOLYHEAD	
							104	London Euston - North Wales	Reverse	MILTON KEYNES CENTRAL	
							104	London Euston - North Wales	Reverse	WREXHAM GENERAL	
HF03	2024-25					120	108	London Euston - Manchester Piccadilly	Forward	CREWE	
London Euston - Manchester	2025-26					108 London Euston - Manchester Piccadilly Forward	LONDON EUSTON				
All Trains	2026-27			108	London Euston - Manchester Piccadilly	Forward	STOKE-ON-TRENT				
	2027-28						108	London Euston - Manchester Piccadilly	Reverse	CREWE	
	2028-29						108	London Euston - Manchester Piccadilly	Reverse	MANCHESTER PICCADILLY	
							108	London Euston - Manchester Piccadilly	Reverse	MILTON KEYNES CENTRAL	
							108	London Euston - Manchester Piccadilly	Reverse	STOCKPORT	
							108	London Euston - Manchester Piccadilly	Reverse	STOKE-ON-TRENT	
HF04	2024-25					270	109	London Euston - Liverpool Lime Street	Forward	CREWE	
London Euston - Liverpool	2025-26						109	London Euston - Liverpool Lime Street	Forward	LONDON EUSTON	
All Trains	2026-27						109	London Euston - Liverpool Lime Street	Forward	MILTON KEYNES CENTRAL	
	2027-28						109	London Euston - Liverpool Lime Street	Reverse	CREWE	
	2028-29						109	London Euston - Liverpool Lime Street	Reverse	LIVERPOOL LIME STREET	

4

A	В	C	D	E	F	G	H Service Code		I	J	K
Service Group	Network Performance Point	Rail Payment Rate (£)	TOC Performance Point	Payment Rate (£)	Cancellation Minutes	Сар			Direction	Monitoring Point	Weighting
HF06	2024-25					270	112	London Euston - Carlisle/Glasgow	Forward	CARLISLE	
London Euston - Carlisle/Scotland	2025-26						112	London Euston - Carlisle/Glasgow	Forward	LONDON EUSTON	
All Trains	2026-27						112	London Euston - Carlisle/Glasgow	Forward	PRESTON	
	2027-28						112	London Euston - Carlisle/Glasgow	Reverse	BLACKPOOL	
	2028-29						112	London Euston - Carlisle/Glasgow	Reverse	CARLISLE	
							112	London Euston - Carlisle/Glasgow	Reverse	GLASGOW CENTRAL	
							112	London Euston - Carlisle/Glasgow	Reverse	LANCASTER	
							112	London Euston - Carlisle/Glasgow	Reverse	PRESTON	
							112	London Euston - Carlisle/Glasgow	Reverse	WARRINGTON BANK QUAY	
HF08	2024-25					172	114	London Euston - Scotland via W Midlands (Class 9s)	Forward	BIRMINGHAM NEW STREET	
London - Scotland via West Midlands	2025-26						114	London Euston - Scotland via W Midlands (Class 9s)	Forward	COVENTRY	
All Trains	2026-27						114	London Euston - Scotland via W Midlands (Class 9s)	Forward	CREWE	
	2027-28						114	London Euston - Scotland via W Midlands (Class 9s)	Forward	LONDON EUSTON	
	2028-29						114	London Euston - Scotland via W Midlands (Class 9s)	Forward	MILTON KEYNES	
							114	London Euston - Scotland via W Midlands (Class 9s)	Forward	PRESTON	

## OFFICIAL

A	В	C	D	E	F	G		Н	I	J	K
	Network	Network Rail		TOC							
Service Group	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)	Cancellation Minutes	Cap		Service Code	Direction	Monitoring Point	Weighting
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	BIRMINGHAM NEW STREET	
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	CARLISLE	
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	COVENTRY	
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	CREWE	
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	EDINBURGH	
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	GLASGOW CENTRAL	
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	MILTON KEYNES	
							114	London Euston - Scotland via W Midlands (Class 9s)	Reverse	PRESTON	