

EIGHTY SECOND SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

TRANSPENNINE TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 03 MARCH 2016

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THIS EIGHTY SECOND SUPPLEMENTAL AGREEMENT is dated 15th July 2025 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) **TRANSPENNINE TRAINS LIMITED**, a company registered in England under number 12544930 having its registered office at Great Minister House, 2nd Floor Franchise Resilience and Mobilisation Team, 33 Horseferry Road, London, SW1P 4DR (the "**Train Operator**").

BACKGROUND:

- (A) Network Rail and First TransPennine Express Limited entered into a Track Access Contract (Passenger Services) dated 03 March 2016 and amended by various supplemental agreements in a form approved and directed by the Office of Rail and Road pursuant to section 17 of the Railways Act 1993 ("the Act") hereafter referred to as the "**Contract**".
- (B) On 28 May 2023, the rights and obligations of First TransPennine Express Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 28 May 2023 under schedule 2 of the Railways Act 2005.
- (C) Network Rail and the Train Operator (the parties) now propose to enter into this Supplemental Agreement 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; and
- 1.2 "Effective Date" means: The latter of:
 - 1.2.1 the date upon which the Office of Rail and Road issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement; and
 - 1.2.2 02:00 on the Subsidiary Change Date 2025

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 at 01:59 on the Principle Change Date 2025.

3 AMENDMENTS TO THE CONTRACT

3.1 Schedule 5 of the Track Access Contract shall be updated as follows:

Table 4.1, Service Group EA07, the Additional Stations column shall be deleted in its entirety and replaced with Appendix A below.

4 GENERAL

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

duly authorised for and on behalf of
NETWORK RAIL
INFRASTRUCTURE LIMITED

)
)
)

P. Jones

SIGNED by

)



duly authorised for and on behalf of
TRANSPENNINE TRAINS LIMITED

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APPENDIX A**4 Calling Patterns**

1					2	3
Service Group: EA07						
Service description: Anglo-Scottish						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Manchester Airport	Glasgow Central	Carlisle	Northbound	21730001	Heald Green, Manchester Piccadilly, Manchester Oxford Road, Wigan North Western, Preston, Lancaster, Oxenholme Lake District, Penrith, Carlisle, Lockerbie, Carstairs, Motherwell	Bolton
Manchester Airport	Edinburgh	Carlisle	Northbound	21730001	Heald Green, Manchester Piccadilly, Manchester Oxford Road, Wigan North Western, Preston, Lancaster, Oxenholme Lake District, Penrith, Carlisle, Lockerbie, Haymarket	Bolton
Liverpool	Glasgow Central	Carlisle	Northbound	21730001	Wigan North Western, St Helen's Central, Preston, Lancaster, Oxenholme, Penrith, Carlisle, Lockerbie, Motherwell	

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1					2	3
Service Group: EA07						
Service description: Anglo-Scottish						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Glasgow Central	Manchester Airport	Carlisle	Southbound	21730001	Lockerbie, Carlisle, Penrith, Oxenholme Lake District, Lancaster, Preston, Wigan North Western, Manchester Oxford Road, Manchester Piccadilly, Heald Green	Bolton
Edinburgh	Manchester Airport	Carlisle	Southbound	21730001	Haymarket, Lockerbie, Carlisle, Penrith, Oxenholme Lake District, Lancaster, Preston, Wigan North Western, Manchester Oxford Road, Manchester Piccadilly, Heald Green	Bolton
Glasgow Central	Liverpool	Carlisle	Southbound	21730001	Motherwell , Lockerbie, Carlisle, Penrith, Oxenholme, Lancaster, Preston, St Helen's Central, Wigan North Western	

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