

# Twenty Eighth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**GRAND CENTRAL RAILWAY COMPANY  
LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1<sup>st</sup> August 2014

## **CONTENTS**

|    |   |          |
|----|---|----------|
| 1. | INTERPRETATION  | <b>2</b> |
| 2. | EFFECTIVE DATE AND TERM                               | <b>2</b> |
| 3. | AMENDMENTS TO THE CONTRACT                            | <b>3</b> |
| 4. | EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT | <b>3</b> |
| 5. | THIRD PARTY RIGHTS                                    | <b>3</b> |
| 6. | LAW   | <b>4</b> |
| 7. | COUNTERPARTS  | <b>5</b> |

**THIS TWENTY EIGHTH SUPPLEMENTAL AGREEMENT** is dated 26 August 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, United Kingdom, SE1 8SW (“Network Rail”); and
- (2) **GRAND CENTRAL RAILWAY COMPANY LIMITED**, (“Train Operator”). ), a company registered in England under number 3979826 having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 1<sup>st</sup> August 2014 following directions issued by the Office of Rail and Road (“ORR”) pursuant to section 17 of the Act (this track access contract is hereafter referred to as the “**Contract**”).
- (B) Network Rail and the Train Operator wish to amend the contract in the terms described below.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, 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.

2. **EFFECTIVE DATE AND TERM**

- 2.1 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 on the Expiry Date or earlier termination of the Contract.
- 2.2 Effective Date means the later of 02:00 hours on the Principal Change Date in December 2025 and the date on which the ORR issues its approval pursuant to section 22A of the Act, of the terms of this Supplemental Agreement.

3. **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 Table 2.2: Additional Passenger Train Slots which follows paragraph 1 in Schedule 5 shall be deleted and replaced by the table as set out in Annex 1 to this Supplemental Agreement.
- 3.2 Table 4.1: Calling Patterns and associated footnote which follows paragraph 3 in Schedule 5 shall be deleted and replaced by the table and associated footnote as set out in Annex 2 to this Supplemental Agreement.

4. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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”, “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 the laws of England and Wales.

7. **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** whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

**SIGNED** by.....



Print name.....

PAUL RUTTER, EAST COAST ROUTE DIRECTOR

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

**SIGNED** by.....  .....

Print name.....C Brandon.....

Duly authorised for and on behalf of  
**GRAND CENTRAL RAILWAY COMPANY LIMITED**

## Annex 1

Table 2.2: Additional Passenger Train Slots<sup>7TH 15TH 17TH 19TH 23RD 30TH 24TH 28TH</sup>

| 1  |                    |                    |             |          |             | 2                     |              |              |                |                |              |              |                |        |
|--|--------------------|--------------------|-------------|----------|-------------|-----------------------|--------------|--------------|----------------|----------------|--------------|--------------|----------------|--------|
| Service Group EC01 Sunderland to London King's Cross<br>Service Group EC02 Bradford Interchange to London King's Cross |                    |                    |             |          |             |                       |              |              |                |                |              |              |                |        |
| Service description  |                    |                    |             |          |             | Passenger Train Slots |              |              |                |                |              |              |                |        |
| From   | To                 | Via                | Description | TSC      | Timing Load | Weekday Total         | Weekday      |              |                | Saturday Total | Saturday     |              |                | Sunday |
|  |                    |                    |             |          |             |                       | Morning Peak | Evening Peak | Off-Peak times |                | Morning Peak | Evening Peak | Off-Peak times |        |
| Bradford   | Wakefield Kirkgate | Halifax, Brighouse | 1.5         | 21756006 | Class 180   | 1                     | 0            | 0            | 1              | 1              | 0            | 0            | 1              | 1      |
| Wakefield Kirkgate   | Bradford           | Halifax, Brighouse | 1.6         | 21756006 | Class 180   | 2                     | 0            | 0            | 2              | 2              | 0            | 0            | 2              | 1      |

## Annex 2

Table 4.1: Calling Patterns <sup>3rd 2nd 18th 23rd 28th</sup>

| 1  |                      |   |             |          | 2   | 3                    |
|--|----------------------|---|-------------|----------|---|----------------------|
| Service Group EC01 Sunderland to London King's Cross           |                      |   |             |          |   |                      |
| Service Group EC02 Bradford Interchange to London King's Cross |                      |   |             |          |   |                      |
| Service description  |                      |   |             |          |   |                      |
| From   | To                   | Via   | Description | TSC      | Regular Calling Pattern   | Additional stations  |
| Sunderland   | London King's Cross  | Hartlepool, Eaglescliffe, Northallerton, Thirsk, York | 1.1         | 21755001 | Hartlepool, Eaglescliffe, Northallerton, Thirsk and York, Peterborough <sup>2</sup>   | Seaham <sup>1</sup>  |
| London King's Cross  | Sunderland           | York, Thirsk, Northallerton, Eaglescliffe, Hartlepool | 1.2         | 21755001 | Peterborough <sup>2</sup> , York, Thirsk, Northallerton, Eaglescliffe and Hartlepool  | Seaham <sup>1</sup>  |
| Bradford Interchange   | London King's Cross  | Halifax, Brighouse, Wakefield Kirkgate,               | 1.3         | 21756006 | Low Moor, Halifax, Brighouse, Mirfield, Wakefield Kirkgate, Pontefract Monkhill (not Sundays) and Doncaster, Peterborough <sup>2</sup>  | Pontefract Monkhill, |
| London King's Cross  | Bradford Interchange | Wakefield Kirkgate, Brighouse, Halifax                | 1.4         | 21756006 | Peterborough <sup>2</sup> , Doncaster, Pontefract Monkhill (up to 2 services may call on Weekdays and one may call on Saturdays), Wakefield Kirkgate, Mirfield, Brighouse, Halifax and Low Moor | Pontefract Monkhill, |
| Bradford Interchange   | Wakefield Kirkgate   | Halifax, Brighouse                                    | 1.5         | 21756006 | Low Moor, Halifax, Brighouse, Mirfield,   |                      |
| Wakefield Kirkgate   | Bradford Interchange | Brighouse, Halifax                                    | 1.6         | 21756006 | Mirfield, Brighouse, Halifax, Low Moor  |                      |

Notes to Table:

<sup>1</sup> Limited to no more than 4 calls per day in each direction Monday-Sunday. Rights expire at 2:00AM on the Principal Change Date in December 2026. Excludes 10-car services.<sup>2</sup> Limited to no more than 1 call per day in each direction Monday-Saturday.