

# Twenty-fourth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**TRANSPORT UK EAST MIDLANDS LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1<sup>st</sup> September 2020

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**THIS TWENTY-FOURTH SUPPLEMENTAL AGREEMENT** is dated

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 Offices, London, SE1 8SW ("Network Rail"); and
- (2) **TRANSPORT UK EAST MIDLANDS LIMITED**, (the "Train Operator"), a company registered in England under number 09860485 having its registered office at 2<sup>nd</sup> floor St Andrew's House, 18-20 St Andrew Street, London, EC4A 3AG.

**WHEREAS:**

- (A) Network Rail and Transport UK East Midlands Limited entered into a Track Access Contract (Passenger Services) dated 1<sup>st</sup> September 2020 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act (this track access contract is hereafter referred to as the "**Contract**").
- (B) The parties propose to enter into this Supplemental Agreement in order to amend Schedule 5 of the Contract.

**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 For the purposes of this Supplemental Agreement, "Effective Date" means the later of:
  - (a) the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22A of the Act, of the terms of this Supplemental Agreement; and
  - (b) 02.05 on the Principal Change Date 2025.

### 3 **AMENDMENTS TO THE CONTRACT**

- 3.1 In Schedule 5 Table 2.1 of the Contract, the entry for Service Groups EM01 East Midlands Local, EM02 East Midlands Regional and EM03 Liverpool – Norwich shall be deleted and replaced with the entry set out in Annex A to this Supplemental Agreement.
- 3.2 In Schedule 5 of the contract, the sections of Table 4.1 (Calling Patterns) relating to Service Groups EM01, EM02 and EM03 shall be deleted and replaced by the sections set out in Annex B to this Supplemental Agreement.

### 4. **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.

### 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 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.....

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

**SIGNED** by.....

Print name.....

Duly authorised for and on behalf of  
**TRANSPORT UK EAST MIDLANDS LIMITED**

