

# TWENTIETH SUPPLEMENTAL AGREEMENT

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**EAST COAST TRAINS LIMITED**  
as Train Operator

relating to the Track Access Contract dated 3 October  
2016

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**THIS SEVENTEENTH SUPPLEMENTAL AGREEMENT** is dated 27 November 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 Office, London, SE1 8SW; and
- (2) **EAST COAST TRAINS LIMITED**, (the “Train Operator”), a private company limited by shares registered in England under company number 08765536, having its registered office at 8<sup>th</sup> Floor, The Point, 37 North Wharf Road, London W2 1AF.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 3 October 2016 following directions issued by the Office of Rail and Road pursuant to Section 17 of the Act (the “Agreement”).
- (B) The parties wish to amend the Agreement 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 Agreement 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 Agreement as set out in this Supplemental Agreement shall have effect from the Effective Date.
- 2.2 “Effective Date” means the later of:
  - a) the date on 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
  - b) 00:01 on 14 December 2025.

**3. AMENDMENTS TO THE AGREEMENT**

- 3.1 Appendix 1, Schedule 8 is to be deleted in its entirety and replaced with the table found in the Annex below.

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

The parties agree that the Agreement, 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 Agreement to “the Agreement”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and

construed as a reference to the Agreement 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 )



Paul  
Rutter  
Route  
Director,  
East  
Coast

SIGNED by

duly authorised for and on behalf of )  
EAST COAST TRAINS LIMITED )



ANDREW WYLIE  
HEAD OF REGULATION & OPEN ACCESS  
CONTRACTS, FG RAIL

Annex 1

APPENDIX 1 4TH 7TH 12TH

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)							
LD01 East Coast Trains All trains	2024-25 6.3896	1,766.00	2.6923	921.77	150	270	499	London King's Cross – Newcastle – Edinburgh	Forward	LONDON KINGS CROSS	0.4350
	2025-26 6.2322						499	London King's Cross – Newcastle – Edinburgh	Forward	NEWCASTLE	0.0500
	2026-27 6.2063						499	London King's Cross – Newcastle – Edinburgh	Forward	STEVENAGE	0.0150
	2027-28 6.0689						499	London King's Cross – Glasgow Queen Street	Reverse	GLASGOW QUEEN STREET	0.0010
	2028-29 5.9187						499	London King's Cross – Newcastle – Edinburgh	Reverse	EDINBURGH	0.3140
							499	London King's Cross – Newcastle – Edinburgh	Reverse	MORPETH	0.0600
							499	London King's Cross – Newcastle – Edinburgh	Reverse	NEWCASTLE	0.1250