

# Thirty Seventh 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 December 2022

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**THIS THIRTY SEVENTH SUPPLEMENTAL AGREEMENT** is dated 8<sup>th</sup> December 2025 and made

**BETWEEN:**

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

**WHEREAS:**

- (A) The Parties entered into a Track Access Contract (Passenger Services) dated 1 December 2022 in a form approved by the Office of Rail and Road and pursuant to Section 18 of the Railways Act 1993 ("**the act**") hereafter referred to as the "**Contract**"
- (B) The parties now propose to enter into this Supplemental Agreement pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023 in order to amend the Contract as described herein.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) "'Effective Date" means: 04:30 on 14 December 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 90 days after the Effective Date.

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 SCHEDULE 5**

4.1 In Schedule 5, the line of entry for Service Group HF03 as set out in Annex A to this Supplemental Agreement shall be added to the existing Table 2.2 of Additional Passenger Train Slots

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.

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.

**SIGNED** by 

Print name **GARY WALSH**  
Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

  
**SIGNED** by:

Print name **ANDY MELLORS**  
Duly authorised for and on behalf of  
**FIRST TRENITALIA WEST COAST RAIL LIMITED**

## Annex A

Table 2.2: Additional Passenger Train Slots 2nd 11th 14th 20th 22<sup>nd</sup>

| 1                     |               |     |             |          | 2                                |          |        |
|-----------------------|---------------|-----|-------------|----------|----------------------------------|----------|--------|
| Service Group HF03    |               |     |             |          |                                  |          |        |
|                       |               |     |             |          | Additional Passenger Train Slots |          |        |
| From                  | To            | Via | Description | TSC      | Weekday                          | Saturday | Sunday |
| Manchester Piccadilly | London Euston |     | HF03.11     | 22108001 | 1 <sup>4</sup>                   | 0        | 0      |

4 Rights shall revert to zero 90 days after the effective date of the 37<sup>th</sup> Supplemental Agreement