

60th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SCOTRAIL TRAINS LIMITED
as Train Operator

relating to amendments to the Track Access Contract
dated 03 March 2016
for changes to Schedule 5, Tables 2.1 and 4.1.

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THIS 60TH SUPPLEMENTAL AGREEMENT is dated 04 December 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 Office, London, SE1 8SW; and
- (2) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC328826 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, United Kingdom, G2 6HQ, United Kingdom.

Background:

- (A) Network Rail and Abellio ScotRail Limited entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "**Contract**") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (B) By virtue of the Transfer Scheme, the Train Operator is now vested in the interest of ScotRail Trains Limited in the Contract.
- (C) The Parties have agreed to enter into this Supplemental Agreement in order 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;
- 1.2 "**Amendments**" means the amendments to the Contract set out in Clause 3 to this Supplemental Agreement;
- 1.3 "**Appendix**" means the appendix attached to this Supplemental Agreement;
- 1.4 "**Effective Date**" means 0215 hours on the Principle Change Date (PCD) 2025;
- 1.5 "**Parties**" means Network Rail and the Train Operator; and
- 1.6 "**Transfer Scheme**" means the Transfer Scheme dated 31 March 2022 made by the

Scottish Ministers pursuant to Section 12 and Schedule 2 of The Railways Act 2005 in favour of ScotRail Trains Limited in respect of certain property, rights and liabilities of Abellio ScotRail Limited.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 Table 2.1 in Schedule 5 of the Contract relating to Service Group HA01, Train Service Code 536 Glasgow / Edinburgh – Dundee / Arbroath shall be deleted in its entirety and be replaced by the table in appendix A.

3.2 Table 4.1 in Schedule 5 of the Contract relating to Service Group HA01, Train Service Code 536 Glasgow / Edinburgh – Dundee / Arbroath shall be deleted in its entirety and be replaced by the table in appendix B

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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

6. THIRD PARTY RIGHTS


No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Supplemental Agreement or the Contract.

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 one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing 3 pages and the Appendix are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Ross Moran at Glasgow on 04 December 2025 in the presence of:-

Witness: 

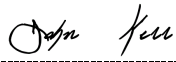
Full Name: Nicholas Prag

Address: 151 St Vincent Street

Glasgow, G2 5NW



SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by David Ross at Atrium Court on 4th December 2025 in the presence of:-

Witness: 

Full Name: John Kerr

Address: Atrium Court, 50 Waterloo
Street, Glasgow G2 6HQ



APPENDIX A

Table 2.1: Passenger Train Slots

						2		
Service Group HA01: Express								
Service 536: Glasgow / Edinburgh – Dundee / Arbroath						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Arbroath	Glasgow Queen Street High Level	Perth	1.14	23536003	170	1	1	0
Dundee	Edinburgh Waverley	Kirkcaldy	1.70	23536003	158	18	18	7
Dundee	Glasgow Queen Street High Level	Perth	1.71	23536003	158	13	14	0
Perth	Glasgow Queen Street High Level	Stirling	1.72	23536003	158	1	1	0
Edinburgh Waverley	Dundee	Kirkcaldy	1.73	23536003	158	18	18	6
Glasgow Queen Street High Level	Arbroath	Perth	1.74	23536003	158	1	1	0
Glasgow Queen Street High Level	Dundee	Perth	1.75	23536003	158	12	13	0
Glasgow Queen Street High Level	Perth	Stirling	1.76	23536003	158	3	3	0
Dundee	Arbroath	Carnoustie		23536003	158	4	4	0
Arbroath	Dundee	Carnoustie		23536003	158	6	6	0
Perth	Arbroath	Dundee		23536003	158	1	1	0
Glasgow Queen Street High Level	Dundee	Falkirk Grahamston, Linlithgow, Dunfermline City	1.77	23536003	158	1	0	0
Dundee	Glasgow Queen Street High Level	Dunfermline City, Linlithgow, Falkirk Grahamston	1.78	23536003	158	1	0	0

APPENDIX B

Table 4.1: Calling Patterns

1					2	3
Service Group HA01: Express						
Service 536: Glasgow / Edinburgh – Dundee / Arbroath						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Arbroath	Glasgow Queen Street High Level	Perth	1.14, 1.74	23536003	Carnoustie, Golf Street, Barry Links, Monifieth, Balmossie, Broughty Ferry, Dundee, Invergowrie, Perth, Gleneagles, Dunblane, Bridge of Allan, Stirling	
Dundee	Edinburgh Waverley	Kirkcaldy	1.70, 1.73	2356003	Leuchars, Cupar, Ladybank, Markinch, Kirkcaldy, Kinghorn, Burntisland, Aberdour, Dalgety Bay, Inverkeithing, North Queensferry, Dalmeny, Edinburgh Gateway, Haymarket	Springfield, South Gyle
Dundee	Glasgow Queen Street High Level	Perth	1.71, 1.75	23536003	Invergowrie, Perth, Gleneagles, Dunblane, Bridge of Allan, Stirling	Larbert
Perth	Glasgow Queen Street High Level	Stirling	1.72, 1.76	23536003	Gleneagles, Dunblane, Bridge of Allan, Stirling	Larbert
Glasgow Queen Street High Level	Dundee	Falkirk Grahamston, Linlithgow, Dunfermline City.	1.77	23536003	Glasgow Queen St High Level; Falkirk Grahamston; Linlithgow; Inverkeithing; Dunfermline City; Ladybank; Cupar; Leuchars; Dundee	Camelon, Polmont, Rosyth, Dunfermline Queen Margaret, Cowdenbeath, Glenrothes with Thornton, Markinch.
Dundee	Glasgow Queen Street High Level	Dunfermline City, Linlithgow, Falkirk Grahamston	1.78	23536003	Dundee; Leuchars; Cupar; Ladybank; Dunfermline City; Inverkeithing; Linlithgow; Falkirk Grahamston; Glasgow Queen St High Level	Camelon, Polmont, Rosyth, Dunfermline Queen Margaret, Cowdenbeath, Glenrothes with Thornton, Markinch