

Thirty Second 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 1st August 2014

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THIS TWENTY EIGHTH SUPPLEMENTAL AGREEMENT is dated
made

2024 and

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 1st 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 Principle Change Date in December 2026 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 2.1: 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 Paragraph 2.3 of Schedule 5 shall be deleted in its entirety and replaced as set out in Annex 2 to this Supplemental Agreement.
- 3.3 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.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....

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

Annex 1

Table 2.1 : Passenger Train Slots

1						2								
Service Group EC01 Sunderland to London King's Cross Service Group EC02 Bradford Interchange to London King's Cross						Passenger Train Slots								
From	To	Via	Description	TSC	Timing Load	Week day Total	Weekday			Saturday Total	Saturday			Sunday
							Morning Peak	Evening Peak	Off-Peak times		Morning Peak	Evening Peak	Off-Peak times	
Sunderland	London King's Cross	Hartlepool Eaglescliffe Northallerton Thirsk York	1.1	2175500 1	Class 180	6	1	1	4	6	1	1	4	5
London King's Cross	Sunderland	York Thirsk Northallerton Eaglescliffe Hartlepool	1.2	2175500 1	Class 180	6	1	1	4	6	1	1	4	5
Bradford Interchange	London King's Cross	Halifax, Brighouse, Wakefield Kirkgate,	1.3	2175600 6	Class 180	6	1	1	4	6	1	0	5	5
London King's Cross	Bradford Interchange	Wakefield Kirkgate, Brighouse, Halifax	1.4	2175600 6	Class 180	6	0	1	5	6	0	1	5	5
Cleethorpes	Doncaster	Grimsby, Habrough, Scunthorpe	1.5	2175600 6	Class 180	4	0	0	4	4	0	0	4	2
Doncaster	Cleethorpes	Scunthorpe, Habrough, Grimsby	1.6	2175600 6	Class 180	4	0	0	4	4	0	0	4	2

Annex 2

2.3 In order to provide through Services the Train Operator has:

- (a) Firm Rights to
 - (i) combine Passenger Train Slots at Doncaster
 - (ii) couple and uncouple trains at Doncaster

- (b) Not used.

Annex 3

Table 4.1: Calling Patterns

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 ²	Seaham ¹
London King's Cross	Sunderland	York Thirsk Northallerton Eaglescliffe Hartlepool	1.2	21755001	Peterborough ² , York, Thirsk, Northallerton, Eaglescliffe and Hartlepool	Seaham ¹
Bradford Interchange	London King's Cross	Halifax, Brighouse, Wakefield Kirkgate	1.3	21756006	Low Moor, Halifax, Brighouse, Mirfield, Wakefield Kirkgate, Pontefract Monkhill (not Sundays), Doncaster, Peterborough ³	Pontefract Monkhill
London King's Cross	Bradford Interchange	Wakefield Kirkgate, Brighouse, Halifax	1.4	21756006	Peterborough ³ , 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
Cleethorpes	Doncaster	Grimsby, Habrough, Scunthorpe	1.5	21756006	Grimsby, Habrough, Barnetby, Scunthorpe	None
Doncaster	Cleethorpes	Scunthorpe, Habrough, Grimsby	1.6	21756006	Scunthorpe, Barnetby, Habrough, Grimsby	None

¹ 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.

² Limited to no more than 1 call per day in each direction Monday - Saturday

³ Limited to no more than 3 calls per day in each direction Monday - Saturday and 2 calls per day in each direction on Sunday.

Notes to Table: