

Thirty Sixth 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 SIXTH SUPPLEMENTAL AGREEMENT is dated 15 September 2026 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 8th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the "Train Operator").

WHEREAS:

The parties propose to enter the terms of the agreement under Section 22A of the Act to enter into this Thirty Sixth Supplemental Agreement in order to amend the Contract as described below.

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 the later of the: date on which the parties enter into the terms of this Supplemental Agreement under Section 22A of the Act and 02:15 on 13 December 2026

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in this Supplemental Agreement shall have effect from the effective date and shall cease on 14/12/2030 or upon earlier termination of the contract.

3. **AMENDMENTS TO SCHEDULE 5**

- 3.1 In Schedule 5 Table 2.1 (Passenger Train Slots), Service Group HF04 London Euston to Liverpool Lime Street shall be deleted and replaced with the version as set out in Annex A to this Supplemental Agreement.
- 3.2 In Schedule 5 Table 2.2 (Additional Passenger Train Slots), Service Group HF04 shall be deleted and replaced with the version as set out in Annex B to this Supplemental Agreement.

4. **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.

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 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 2.1: Passenger Train Slots

1						2					
Service Group 4: London Euston to Liverpool Lime Street											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times¹		Off-Peak times²	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London Euston	Liverpool Lime Street	WCML, Trent Valley	HF04.1	22109001	Class 80x-E	N/A	3	13	16	14	13
		WCML, Trent Valley	HF04.2	22109001	Class 390-125T	N/A	3	8	11	13	6
		WCML, Coventry	HF04.3	22109001	Class 390-125T	N/A	N/A	1	1	N/A	N/A
Liverpool Lime Street	London Euston	Trent Valley, WCML	HF04.4	22109001	Class 80x-E	2	N/A	13	15	14	14
		Trent Valley, WCML	HF04.5	22109001	Class 390-125T	4	N/A	7	11	13	5
		Coventry, WCML	HF04.6	22109001	Class 390-125T	N/A	N/A	N/A	N/A	N/A	1

Notes to Table:

1 Peak times – arriving London Euston between 07.30 and 10.30, departing London Euston between 16.00 and 19.00

2 Off-Peak times - arriving at and departing from a relevant station outside Peak times

Annex B

Table 2.2: Additional Passenger Train Slots 2nd 11th 14th 20th 22nd 24th 18th 41st 42nd 36th

1					2		
Service Group HF04							
					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Euston	Liverpool Lime Street	WCML, Trent Valley	HF04.2	22109001	3	1	1 ¹
Liverpool Lime Street	London Euston	Trent Valley, WCML	HF04.5	22109001	3	0	1 ²

¹ Rights shall revert to 0 on 16 May 2027 (changes made within the 42nd Supplemental Agreement)

² Rights shall revert to 0 on 16 May 2027 (changes made within the 42nd Supplemental Agreement)