

29th SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

MERSEYRAIL ELECTRICS 2002 LIMITED

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 1st April 2019

CONTENTS

1	INTERPRETATION	1
2.	OFFICE OF RAIL AND ROAD GENERAL APPROVAL	1
3.	EFFECTIVE DATE AND TERM	1
4.	AMENDMENTS TO THE CONTRACT	1
5.	GENERAL	3
6.	THIRD PARTY RIGHTS	3
7.	LAW	3
8.	COUNTERPARTS	3

THIS TWENTY NINTH SUPPLEMENTAL AGREEMENT is dated 8 September 2026 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) **MERSEYRAIL ELECTRICS 2002 LIMITED**, (the “**Train Operator**”), a company registered in England under number 04356933 having its registered office at Rail House, Lord Nelson Street, Liverpool, Merseyside L1 1JF.

BACKGROUND:

- (A) Network Rail and Merseyrail Electrics 2002 Limited entered into a Track Access Contract (Passenger Services) dated 1 April 2019 and amended by various supplemental agreements in a form approved and directed by the Office of Rail and Road pursuant to section 18(7) of the Railways Act 1993 (“the Act”) hereafter referred to as the “**Contract**”.
- (B) Network Rail and the Train Operator (the parties) now propose to enter into this Supplemental Agreement 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 “Effective Date” means the date of this Supplemental Agreement.

2 ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

3 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 on the expiry date or earlier termination of Merseyrail Electrics 2002 Limited’s track access contract.

4 AMENDMENTS TO THE CONTRACT

- 4.1 Paragraph 1 of Schedule 2 shall be deleted in its entirety and replaced with the following Paragraph 1: “In order to provide the Services, the Train Operator has permission to use the routes specified in Column 1 of Table 2.1 and Table 2.2 in

Annex 1 to Schedule 5”

- 4.2 In Paragraph 1 (Definitions) of Schedule 5, the definition of “Peak Services” shall be deleted in its entirety and replaced with the following definition: “Peak Services” means Services Scheduled on any Weekday (excluding Public Holidays) (i) to arrive at Liverpool Central between 0730 hours and 0929 hours or 1600 hours and 1759 hours or (ii) to depart from Liverpool Central between 0730 hours and 0929 hours or 1600 hours and 1759 hours, and “Peak” shall be construed accordingly;
- 4.3 In Paragraph 2 of Schedule 5 (Passenger Train Slots) Table 2.1 and its accompanying notes shall be deleted in their entirety and replaced with the text “For Passenger Train Slots please refer to Table 2.1 in Annex 1 to this Schedule 5”
- 4.4 Paragraph 2.1 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.1: “The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified in Table 2.1 in Annex 1 to this Schedule 5 on the Days and within the Peak and Off-Peak times so listed using any Specified Equipment included in paragraph 5.1(a) that is capable of achieving the Timing Load shown. If the Train Operator makes an Access Proposal, or relies on a Rolled Over Access Proposal, to operate any of the Services specified in Table 2.1 in Annex 1 to this Schedule 5 using Specified Equipment that is not capable of achieving the Timing Load shown, then the rights will be treated as Contingent Rights for the purposes of Part D of the Network Code.”
- 4.5 In Paragraph 2.2 of Schedule 5 the text that reads “In order to provide for the Scheduling of part only of Passenger Train Slots specified in Table 2.1 the Train Operator has:” shall be deleted and replaced with the following text: “In order to provide for the Scheduling of part only of Passenger Train Slots specified in Table 2.1 in Annex 1 to this Schedule 5 the Train Operator has:”
- 4.6 In Paragraph 2 of Schedule 5 (Additional Passenger Train Slots) Table 2.2 and its accompanying notes shall be deleted in their entirety and replaced with the text “For Additional Passenger Train Slots please refer to Table 2.2 in Annex 1 to this Schedule 5”
- 4.7 Paragraph 2.4 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.4: “The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 in Annex 1 to this Schedule 5 and on the Days so listed.”
- 4.8 Paragraph 2.5(a) of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.5(a): “a Contingent right to call at any station listed in Table 4.1 in Annex 1 to this Schedule 5;”
- 4.9 Paragraph 2.8(a) of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.8(a): “the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in Table 2.1 or 2.2 in Annex 1 to this Schedule 5; and”
- 4.10 Paragraph 2.11 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.11: “The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in Table 2.1 in Annex 1 to this Schedule

5.”

- 4.11 In Part 4 of Schedule 5 (Calling Patterns) Table 4.1 and its accompanying notes shall be deleted in their entirety and replaced with the text “For Calling Patterns please refer to Table 4.1 in Annex 1 to this Schedule 5”
- 4.12 Paragraph 4.1 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 4.1: “In respect of each Service specified in column 1 of Table 4.1 in Annex 1 to this Schedule 5, the Train Operator has Firm Rights to the corresponding Calling Pattern listed in column 2 of that Table (the **"Regular Calling Pattern"**) or any subset of the Calling Pattern (the **"Reduced Regular Calling Pattern"**)”
- 4.13 Paragraph 4.2 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 4.2: “The Train Operator has Contingent Rights to have Scheduled, in respect of any Passenger Train Slot, calls at one or more of the stations set out opposite the Service in column 3 of Table 4.1 in Annex 1 to this Schedule 5 being stations which do not form part of the Regular Calling Pattern.”
- 4.14 The separate tables labelled “Annex 1 to Schedule 5” shall be appended to the track access contract

5 GENERAL

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.

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 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.

OFFICIAL

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

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A blue ink signature, appearing to read 'C. G. Williams', written over a horizontal line.

SIGNED by

A black ink signature, appearing to read 'J. M. Williams', written in a cursive style.

duly authorised for and on behalf of
MERSEYRAIL ELECTRICS 2002 LIMITED

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