

2nd SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

THE FESTINIOG RAILWAY COMPANY

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 08 DECEMBER 2020

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THIS 2ND SUPPLEMENTAL AGREEMENT is dated **20th October 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) **THE FESTINIOG RAILWAY COMPANY**, (the “**Train Operator**”), a company incorporated by statute under number ZC000203 the chief office of which is at Harbour Station, Porthmadog, Gwynedd LL49 9NF.

BACKGROUND:

- (A) Network Rail and The Festiniog Railway Company entered into a Track Access Contract (Passenger Services) dated 08 December 2020 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 The Festiniog Railway Company’s track access contract.

4 AMENDMENTS TO THE CONTRACT

- 4.1 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”
- 4.2 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 as listed against each Service specified in Table 2.1 in Annex 1 to this Schedule 5 under the heading “Passenger Train Slots”.

- 4.3 Paragraph 2.2 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.2: The Train Operator has Contingent Rights to the number of Passenger Train Slots in the Working Timetable as listed against each Service specified in Table 2.2 in Annex 1 to Schedule 5 under the heading "Passenger Train Slots".
- 4.4 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”
- 4.5 Paragraph 2.9(a) of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 2.9(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”
- 4.6 In Paragraph 8 of Schedule 5 (Passing Time Ranges) Table 8.3 and its accompanying notes shall be deleted in their entirety and replaced with the text “For Passing Time Ranges please refer to Table 8.3 in Annex 1 to this Schedule 5”
- 4.7 Paragraph 8.5 of Schedule 5 shall be deleted in its entirety and replaced with the following Paragraph 8.5: “For each Service specified in column 1 of Table 8.3, in Annex 1 to this Schedule 5, the Train Operator has Firm Rights, on the Days specified in column 2, to passing times at the location specified in column 3 within the range specified in column 4.
- 4.8 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



Nick Millington

duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED by



Stephen Edward Murfitt

duly authorised for and on behalf of)
THE FESTINIOG RAILWAY COMPANY)
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