

First 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 (North West
Services) dated 24th October 2019

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THIS SEVENTH SUPPLEMENTAL AGREEMENT is dated

2019 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN (“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 (North West Services) dated 24th October 2019 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 May 2020 and the date on which the ORR issues its approval pursuant to section 22 of the Act, of the terms of this Supplemental Agreement.

3 **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 The footnote to the table “*Table 2.1: Passenger Train Slots*” to Schedule 5 of the Agreement shall be deleted.

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