

**EIGHTY SIXTH SG SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**ARRIVA TRAINS WALES/ TRENAU ARRIVA CYMRU LIMITED**

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**relating to Schedule 5**

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## THIS EIGHTY SIXTH SG SUPPLEMENTAL AGREEMENT

is dated 14<sup>th</sup> May 2018 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("Network Rail"), a private company limited by shares registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) **ARRIVA TRAINS WALES/TRENAU ARRIVA CYMRU LIMITED** (the "Train Operator"), a private company limited by shares registered in England and Wales under company number 04337645, having its registered office at St. Mary's House, 47 Penarth Road, Cardiff CF10 5DJ.

### Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 5 February 2004 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract");
- B. The parties now propose to enter into this Supplemental Agreement in order to amend Schedule 5 of the Contract in order to enable the Train Operator to provide additional services.

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; and

"Effective Date" shall mean the later of:

- The date upon which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement; and
- 0200 hours on 20<sup>th</sup> May 2018.

### 2. EFFECTIVE DATE AND DURATION

- 2.1 The amendments made to the Contract shall have effect from the Effective Date and shall cease effect on the expiry or earlier termination of the Contract.

### 3. AMENDMENTS TO SCHEDULE 5 of THE CONTRACT

- 3.1 In Schedule 5, Table 2.1: Passenger Train Slots, the entries in Service Group HL02 (Winter) relating to the descriptions 2.2.1 and 2.2.5 shall be deleted and replaced with those set out in Appendix 1 to this Supplemental Agreement
- 3.2 In Schedule 5, Table 2.1: Passenger Train Slots, the entries in Service Group HL02 (Summer) relating to the descriptions 2.2.1 and 2.2.5 shall be deleted and replaced with those set out in Appendix 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 with effect from and including the Effective Date 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. LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

**6. 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.

**7. 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.

**IN WITNESS WHEREOF** Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY

for and on behalf of

**NETWORK RAIL  
INFRASTRUCTURE LIMITED**

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SIGNED BY

for and on behalf of

**ARRIVA TRAINS WALES/  
TRENAU ARRIVA CYMRU LIMITED**

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Appendix 1

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Service Group: HL02						Passenger Train Slots		
Service Description: West Wales (Winter)								
From	To	Via	Description	TSC	Timing Load	Total Weeks	Saturday	Sunday
Carmarthen	Fishguard Harbour	Clarbeston Road	2.2.1	25432000	142	3	2	0
Fishguard Harbour	Carmarthen	Whitland	2.2.5	25432000	142	4	4	1

Appendix 2

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Service Group: HL02						Passenger Train Slots		
Service Description: West Wales (Summer)								
From	To	Via	Description	TSC	Timing Load	Total Weeks	Saturday	Sunday
Carmarthen	Fishguard Harbour	Clarbeston Road	2.2.1	25432000	142	3	2	0
Fishguard Harbour	Carmarthen	Whitland	2.2.5	25432000	142	4	4	1