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# Twelfth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**ABELLIO EAST MIDLANDS LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 2<sup>nd</sup> March 2016

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THIS TWELFTH SUPPLEMENTAL AGREEMENT is dated 31<sup>ST</sup> JANUARY 2020 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **ABELLIO EAST MIDLANDS LIMITED**, (the "Train Operator"), a company registered in England under number 09860485 having its registered office at 2<sup>nd</sup> floor St. Andrew's House, 18-20 St Andrew Street, London, EC4A 3AG.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 2<sup>nd</sup> March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act (this track access contract is hereafter referred to as the "**Contract**").
- (B) The rights and obligations of East Midlands Trains Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 18 August 2019 under Schedule 2 of the Transport Act 2005.
- (C) The parties propose to enter into this Supplemental Agreement in order to amend Clause 1.1 and Schedule 5 of the Contract.

**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.
- 2.1 Effective Date means the date on which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

### 3 **AMENDMENTS TO THE CONTRACT**

- 3.1 In Clause 1.1 Clause 1 of the Contract, Definitions, the definition of “**Expiry Date**” shall be deleted and replaced with the following:

“**Expiry Date**” means the Subsidiary Change Date 2021’.

- 3.2 In Schedule 5 Table 2.1 of the Contract, the entry for Service Group EM03 Liverpool – Norwich shall be deleted and replaced with the entry as set out in Annex A to this Supplemental Agreement.
- 3.3 In Schedule 5 of the Contract, under the heading “Table 2.2: Additional Passenger Train Slots” the words “NOT USED” shall be deleted and a Table 2.2 shall be inserted as set out in Annex B to this Supplemental Agreement.

### 4. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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 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** 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.....Rob McGowan.....

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by.....

Print name.....Peter Swain.....

Duly authorised for and on behalf of  
**ABELLIO EAST MIDLANDS LIMITED**

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# Annex A

1						2			
Service Group : EM03 Liverpool – Norwich									
Service description 22269000 : Liverpool - Manchester - Sheffield - Nottingham - Peterborough – Norwich						Passenger Train Slots			
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday	
Liverpool Lime Street ∞	Norwich	Warrington Central, Manchester Piccadilly, Sheffield, Dronfield, Erewash Valley, Nottingham, Grantham, Peterborough and Ely	EM03	22269000	158	11	11	5	
Liverpool Lime Street ∞	Nottingham	Warrington Central, Manchester Piccadilly, Sheffield, Beighton Junction, Erewash Valley and Toton	EM03	22269000	158	1	0	0	
Liverpool Lime Street ∞	Nottingham	Warrington Central, Manchester Piccadilly, Sheffield, Dronfield and Erewash Valley	EM03	22269000	158	3	5	4	
Manchester Piccadilly	Norwich	Sheffield, Dronfield, Erewash Valley, Nottingham, Loughborough, Oakham, Peterborough and Ely	EM03	22269000	158	0	0	1	
Norwich	Liverpool Lime Street ∞	Ely, Peterborough, Grantham, Nottingham, Erewash Valley, Dronfield, Sheffield, Manchester Piccadilly and Warrington Central	EM03	22269000	158	11	11	3 (W) 4 (S)	
Norwich	Manchester Piccadilly	Ely, Peterborough, Grantham, Nottingham, Erewash Valley Dronfield and Sheffield	EM03	22269000	158	1	1	2	
Norwich	Nottingham	Ely, Peterborough and Grantham	EM03	22269000	158	2	2	3	
Nottingham	Liverpool Lime Street ∞	Erewash Valley, Beighton Junction, Sheffield, Manchester Piccadilly and Warrington Central	EM03	22269000	158	1	1	0	
Nottingham	Liverpool Lime Street ∞	Erewash Valley, Dronfield, Sheffield, Manchester Piccadilly and Warrington Central	EM03	22269000	158	2	2	4 (W) 3 (S)	
Nottingham	Liverpool Lime Street ∞	Toton, Erewash Valley, Dronfield, Sheffield, Stockport, Manchester Piccadilly and Warrington Central	EM03	22269000	158	0	0	1	

1						2		
Service Group : EM03 Liverpool – Norwich								
Service description 22269000 : Liverpool - Manchester - Sheffield - Nottingham - Peterborough – Norwich						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Nottingham	Norwich	Grantham, Peterborough and Ely	EM03	22269000	158	1	2	1 (W) 2 (S)
Nottingham	Norwich	Loughborough, Oakham, Peterborough and Ely	EM03	22269000	158	2	2	0
Nottingham	Spalding	Grantham and Peterborough	EM03 changes to EM01	22269000 changes to 22812000 at Peterborough	153	1	1	0
Peterborough	Liverpool Lime Street ∞	Grantham, Nottingham, Erewash Valley, Dronfield, Sheffield, Manchester Piccadilly and Warrington Central	EM03	22269000	158	0	0	1
Sheffield	Norwich	Dronfield, Erewash Valley, Nottingham, Grantham, Peterborough and Ely	EM03	22269000	158	0	0	1 (W) 2 (S)

Note to table:

∞ From the Principal Change Date 2020 "Liverpool Lime Street" shall be deleted and replaced with "Manchester Piccadilly"



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# ANNEX B

Table 2.2: Additional Passenger Train Slots

1						2		
Service Group : EM03 Liverpool – Norwich								
Service description 22269000 : Liverpool - Manchester - Sheffield - Nottingham - Peterborough – Norwich						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Liverpool Lime Street	Manchester Piccadilly	Warrington Central	EM03	22269000	158	15	16	9
Manchester Piccadilly	Liverpool Lime Street	Warrington Central	EM03	22269000	158	14	14	9

*Notes to table:*

This table is effective only during the period from the Principal Change Date 2020 until the Subsidiary Change Date 2021