

**71<sup>st</sup> SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**LONDON & SOUTH EASTERN RAILWAY LIMITED**

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**Relating to amendments to the Track Access Contract  
(Passenger Services) dated 06 December 2007**

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THIS 71<sup>st</sup> SUPPLEMENTAL AGREEMENT is dated 1<sup>st</sup> May 2019 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London NW1 2DN ("**Network Rail**"); and
- (2) **LONDON & SOUTH EASTERN RAILWAY LIMITED**, a company registered in England and Wales under company number 04860660, having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, Tyne & Wear, NE1 6EE (the "**Train Operator**").

**Background:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 06 December 2007 as amended by various supplemental agreements (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 the Contract as described below.

**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 on which the ORR issues its approval pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

**2. EFFECTIVE DATE AND TERM**

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the date on which the Office or Rail and Road gives its approval under section 22 of the Act to the terms of this Supplemental Agreement and shall cease to have effect at 23:59 hours on the Expiry Date or earlier termination of the Contract.

**3. AMENDMENTS TO SCHEDULE 5 OF THE CONTRACT**

- 3.1 In Schedule 5 of the Contract, Service Group HU02 in table 2.1 shall be amended by deleting and replacing the entries shown in Appendix 1 to this Supplemental Agreement.
- 3.2 In Schedule 5 of the Contract, a new Service Group HU01 shall be inserted into table 2.2 as shown 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 date hereof 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 of England and Wales.

**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. 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 one and the same instrument.

**IN WITNESS** of which 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  .....

PRINT NAME John Halsall

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED BY  .....

PRINT NAME Elodie Brian

Duly authorised for and on behalf of

**LONDON & SOUTH EASTERN RAILWAY LIMITED**

## Appendix 1

**Table 2.1: Additional Passenger Train Slots** <sup>71st</sup>

1											
Service Group HU02 Kent Metro off Peak (including Saturday and Sunday) / HU05 Kent Metro Peak											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak Times		Off Peak times	Total Week day	Saturday	Sunday
						AM Peak	PM Peak				
Gravesend	London Charing Cross	Sidcup		24657005	465	0	0	35	35	38	33
Dartford	London Charing Cross	Sidcup		24657005	465	0	0	27	27	34	1

## Appendix 2

**Table 2.2: Additional Passenger Train Slots <sup>71st</sup>**

1					2					
Service Group HU01 Kent Mainline (Off-Peak)										
Service Description					Additional Passenger Train Slots					
From	To	Via	Desc.	TSC	Peak times			Week day total	Saturday	Sunday
					Morning peak	Evening peak	Off peak			
Dartford	Ramsgate	Rochester		24604004	0	0	0	0	1	0
Ramsgate	Dartford	Rochester		24604004	0	0	0	0	1	0
London Bridge	Ramsgate	Charlton		24604004	0	0	0	0	2	0
Ramsgate	London Cannon Street	Charlton		24604004	0	0	0	0	2	0
Dartford	Ramsgate	Rochester		24604004	0	0	0	0	0	1
Ramsgate	Dartford	Rochester		24604004	0	0	0	0	0	1
London Cannon Street	Ramsgate	Charlton		24604004	0	0	0	0	0	1

Ramsgate	London Cannon Street	Charlton		24604004	0	0	0	0	0	1
London Victoria	Ramsgate	Bromley South		24604004	0	0	0	0	0	1
Ramsgate	London Victoria	Bromley South		24604004	0	0	0	0	0	1

**Footnote:** Saturday rights will expire on 7<sup>th</sup> September 2019  
Sunday rights will expire on 8<sup>th</sup> September 2019