

**24<sup>th</sup> SUPPLEMENTAL AGREEMENT**

**Between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**And**

**FIRST TRANSPENNINE EXPRESS LIMITED**

---

**relating to changes to Schedule 5 of the Track Access Contract for the additional access rights within the Anglo Scottish (EA07) service group from the Subsidiary Change Date 2019**

**CONTENTS**

1. INTERPRETATION.....	3
2. EFFECTIVE DATE AND TERM.....	3
3. AMENDMENTS TO THE CONTRACT.....	3
4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT...	4
5. THIRD PARTY RIGHTS.....	4
6. LAW.....	4
7. COUNTERPARTS.....	4
8. ANNEX A.....	6

**THIS 24th SUPPLEMENTAL AGREEMENT is dated**  
**between:**

**2019 and made**

- (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) **FIRST TRANSPENNINE EXPRESS LIMITED**, a company registered in England under number 09000801 having its registered office at 50 Eastbourne Terrace, Paddington, London W2 6LG.

**Background:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 03 March 2016 in a form approved and directed by the Office of Rail and Road pursuant to section 17 of the Railways Act 1993 ("the Act") 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 herein.

**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 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:

- a) 02:05 on 19 May 2019; and
- b) the date on which the parties enter into this Supplemental Agreement pursuant to directions issued by the Office of Rail and Road under Section 22A of the Act.

**3. AMENDMENTS TO THE CONTRACT**

3.1 Schedule 5 of The Contract shall be amended as follows:

3.2 The Service Group: Anglo-Scottish within Table 2.2 of Schedule 5 to the Contract shall have additional services added to it as set out in Annex A.

**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** .....

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED BY** .....

**PRINT NAME** .....

Duly authorised for and on behalf of

**FIRST TRANSPENNINE EXPRESS LIMITED**

ANNEX A

**Service Group: Anglo-Scottish<sup>15th</sup>**

1						2		
<b>Service Group: Anglo-Scottish</b>								
<b>Service description</b>						<b>Passenger Train Slots</b>		
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Timing Load</b>	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Manchester Airport	Carlisle	Farnworth Corridor, Shap	Northbound	21730001	185	1 <sup>1</sup>		
Manchester Airport	Glasgow Central	Farnworth Corridor, Shap, Carlisle and Beattock	Northbound	21730001	350			1 <sup>2</sup>
Edinburgh Waverley	Manchester Airport	Farnworth Corridor, Shap, Carlisle and Kirknewton	Southbound	21730001	350			1 <sup>3</sup>

<sup>1</sup> Service to run between 21:00 and 05:00. From SCD 2020 the quantum will reduce by 1

<sup>2</sup> Service to run between 21:00 and 05:00. From SCD 2020 the quantum will reduce by 1

<sup>3</sup> Service to run between 21:00 and 05:00. From SCD 2020 the quantum will reduce by 1