

Twenty First 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 2nd March 2016

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THIS TWENTY FIRST SUPPLEMENTAL AGREEMENT is dated 12th August 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 2nd floor St Andrew's House, 18-20 St Andrew Street, London, EC4A 3AG.

WHEREAS:

- (A) Network Rail and East Midlands Trains Limited entered into a Track Access Contract (Passenger Services) dated 2nd 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 Schedule 5 within the Contract.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

(A) 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

(B) "Effective Date" means 1st March 2021.

2. **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

3. **EFFECTIVE DATE AND TERM**

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.

4. **AMENDMENTS TO THE CONTRACT**

The Specified Equipment listed in clause 5 of Schedule 5 is to be amended to reflect additional rolling stock.

The Contract shall be amended as follows:

In clause 5.1 (a) of Schedule 5 (The Services and the Specified Equipment) of the Contract insert the following new rolling stock:

“Class 360 EMU”

5. **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.

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. **LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

8. **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: Gary Walsh

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED


SIGNED by.....

Print name: Lisa Angus

Duly authorised for and on behalf of
ABELLIO EAST MIDLANDS LIMITED