

84th SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

SE TRAINS LIMITED

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

THIS 84th SUPPLEMENTAL AGREEMENT is dated 26 January 2022 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) **SE TRAINS LIMITED**, a company registered in England and Wales under company number 03266762, having its registered office at Albany House, Floor 8, 94-98 Petty France, London, England, SW1H 9EA (the "**Train Operator**").

Background:

- (A) London & South Eastern Railway Limited ("LSER") and Network Rail 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 Contract was transferred by way of a Statutory Transfer Scheme from LSER to the Train Operator on 17 October 2021.
- (C) 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:

- 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
- 1.2 "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 84th Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

2.1 The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall continue until the expiry or earlier termination of the Contract.

2.2 Notwithstanding the Effective Date, for Schedule 4 billing purposes the amendment made by clause 3 of this Supplemental Agreement shall take effect and be applied retrospectively from the Principal Change Date in December 2021.

3. AMENDMENTS TO SCHEDULE 4 OF THE CONTRACT

In Schedule 4 to the Contract, replace the Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights with the updated table and map as shown in Appendix 1 of 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 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 laws 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
DocuSigned by:
Fiona Taylor
B680C1725C46421.....

PRINT NAME Fiona Taylor

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY
DocuSigned by:
Steve White
BCDBC4066DEE4F6.....

PRINT NAME Managing Director Steve White

Duly authorised for and on behalf of

SE TRAINS LIMITED

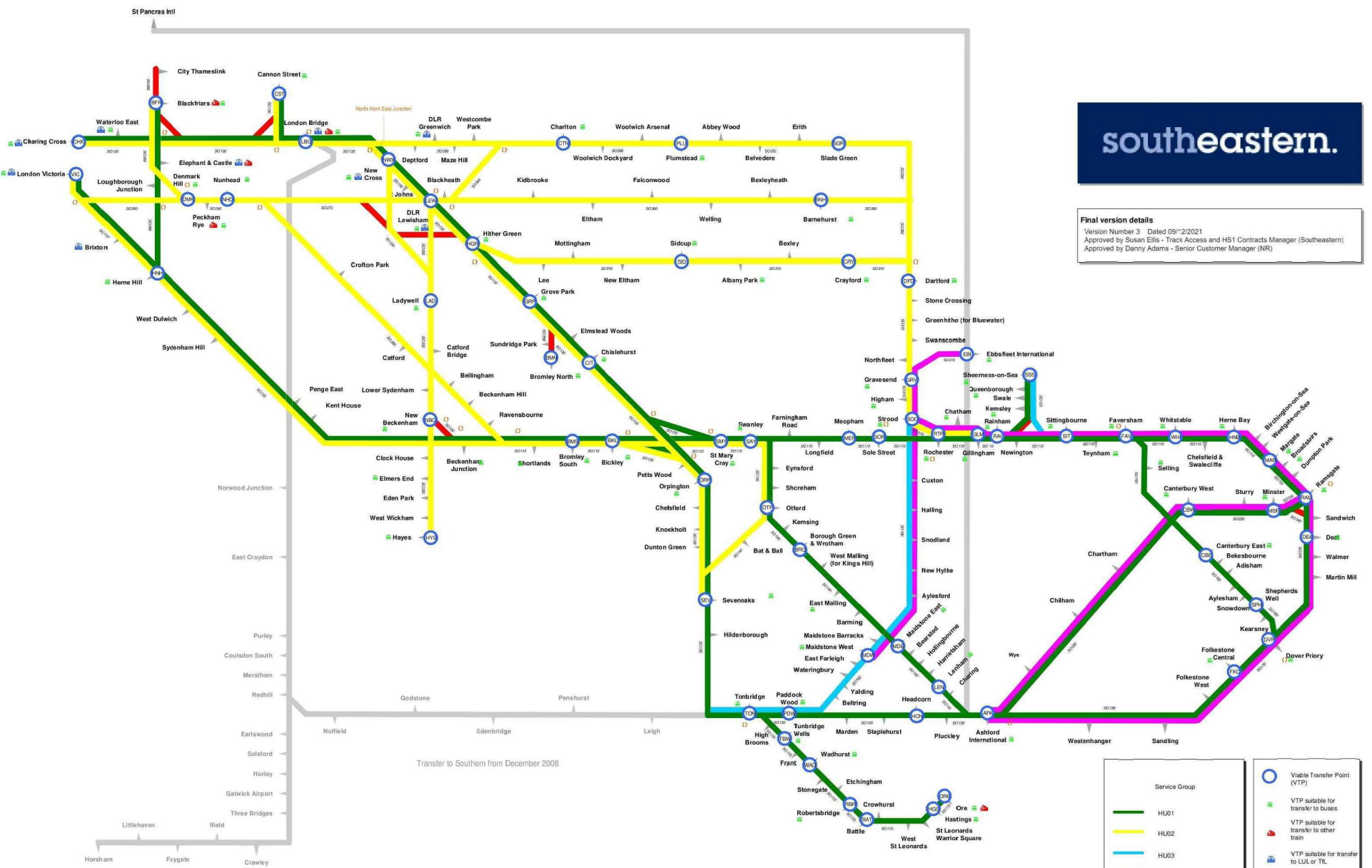
							HU04	100%	WHI	FAV	7.00								£		
							HU06	100%	WHI	FAV	7.00								£		
							HU07	100%	WHI	FAV	7.00								£		
Faversham (FAV)	Sittingbourne (SIT)	Always		SE005	Full Bus replacement between VTPs		HU01	100%	FAV	SIT	7.25								£		
							HU04	100%	FAV	SIT	7.25								£		
							HU06	100%	FAV	SIT	7.25								£		
							HU07	100%	FAV	SIT	7.25								£		
Sittingbourne (SIT)	Rainham (RAI)	Always		SE006	Full Bus replacement between VTPs		HU01	100%	SIT	RAI	8.00								£		
							HU04	100%	SIT	RAI	8.00								£		
							HU06	100%	SIT	RAI	8.00								£		
							HU07	100%	SIT	RAI	8.00								£		
Rainham (RAI)	Gillingham (GLM)	Always		SE007	Full Bus replacement between VTPs		HU01	100%	RAI	GLM	3.00								£		
							HU04	100%	RAI	GLM	3.00								£		
							HU06	100%	RAI	GLM	3.00								£		
							HU07	100%	RAI	GLM	3.00								£		
Gillingham (GLM)	Rochester (RTR)	Always	Mainline	SE008	Full Bus replacement between VTPs		HU01	100%	GLM	RTR	2.25								£		
								HU04	100%	GLM	RTR	2.25							£		
									HU02	100%	GLM	RTR	2.25								£
									HU02	100%	RTR	SOO	1.00								£
									HU05	100%	GLM	RTR	2.25								£
									HU05	100%	RTR	SOO	1.00								£
									HU06	100%	GLM	RTR	2.25								£
									HU06	100%	RTR	SOO	1.00								£
									HU07	100%	GLM	RTR	2.25								
						HU07	100%	RTR	SOO	1.00									£		
Rochester (RTR)	Sole Street (SOR)	Always		SE010	Full Bus replacement between VTPs		HU01	100%	RTR	SOR	6.75								£		
							HU04	100%	RTR	SOR	6.75								£		
Sole Street (SOR)	Meopham (MEP)	If Dartford diversion available		SE011	Partial bus replacement between Rochester - Swanley + diversion	Same response as Rochester - Swanley	HU01	100%					RTR	SOR	6.75		100%		£		
							HU01	100%					SOR	MEP	1		100%		£		

					HU05	100%	SMY	BKL	2.25									£
					HU01	100%	SAY	SMY	2.75									£
					HU01	100%	SMY	BKL	2.25									£
					HU01	100%	BKL	BMS	1.00									£
					HU02	100%	SAY	SMY	2.75									£
					HU02	100%	SMY	BKL	2.25									£
					HU02	100%	BKL	BMS	1.00									£
					HU04	100%	SAY	SMY	2.75									£
					HU04	100%	SMY	BKL	2.25									£
					HU04	100%	BKL	BMS	1.00									£
					HU05	100%	SAY	SMY	2.75									£
					HU05	100%	SMY	BKL	2.25									£
					HU05	100%	BKL	BMS	1.00									£
					HU01	100%					RTR	SOR	6.75		100%			£
					HU01	100%					SOR	MEP	1.00		100%			£
					HU01	100%					MEP	SAY	8.50		100%			£
					HU01	100%					SAY	SMY	2.75		100%			£
					HU01	100%					SMY	BKL	2.25		100%			£
					HU01	100%					BKL	BMS	1.00		100%			£
					HU02	100%					RTR	SOR	6.75		100%			£
					HU02	100%					SOR	MEP	1.00		100%			£
					HU02	100%					MEP	SAY	8.50		100%			£
					HU02	100%					SAY	SMY	2.75		100%			£
					HU02	100%					SMY	BKL	2.25		100%			£
					HU02	100%					BKL	BMS	1.00		100%			£
					HU04	100%					RTR	SOR	6.75		100%			£
					HU04	100%					SOR	MEP	1.00		100%			£
					HU04	100%					MEP	SAY	8.50		100%			£
					HU04	100%					SAY	SMY	2.75		100%			£
					HU04	100%					SMY	BKL	2.25		100%			£

			Metro LUL Running	SE027	No Bus replacement		HU02	100%											£ -	
			Metro LUL NOT Running	SE028	Full Bus replacement between VTPs		HU02	100%	HNH	VIC	4.00								£ -	
							HU05	100%											£ -	
		If Catford Diversion NOT Available	LUL Running	SE029	No Bus replacement		HU01	100%											£ -	
			LUL NOT Running	SE030	Full Bus replacement between VTPs		HU02	100%	HNH	VIC	4.00									£ -
							HU04	100%	HNH	VIC	4.00									£ -
							HU05	100%	HNH	VIC	4.00									£ -
							HU01	100%	DVP	FKC	7.25									£ -
							HU04	100%	DVP	FKC	7.25									£ -
							HU06	100%	DVP	FKC	7.25									£ -
							HU07	100%	DVP	FKC	7.25									£ -
							HU01	100%	DVP	FKC	7.25									£ -
							HU01	100%	FKC	ASK	4.00									£ -
							HU04	100%	DVP	FKC	7.25									£ -
							HU04	100%	FKC	ASK	4.00									£ -
							HU06	100%	DVP	FKC	7.25									£ -
							HU06	100%	FKC	ASK	4.00									£ -
							HU07	100%	DVP	FKC	7.25									£ -
							HU07	100%	FKC	ASK	4.00									£ -
Ashford International (AFK)	Headcorn (HCN)	If Maidstone East available		SE034	Partial bus replacement between VTPs		HU01	50%					AFK	HCN	10.75				£ -	
							HU04	50%					AFK	HCN	10.75				£ -	
Headcorn (HCN)	Paddock Wood (PDW)			SE035	Partial bus replacement between VTPs		HU01	50%					HCN	PDW	10.5				£ -	



Final version details
 Version Number 3 Dated 09/12/2021
 Approved by Susan Ellis - Track Access and HS1 Contracts Manager (Southeastern)
 Approved by Danny Adams - Senior Customer Manager (NR)



Transfer to Southern from December 2008

Service Group

Green line	HU01
Yellow line	HU02
Cyan line	HU03
Dark Green line	HU04
Orange line	HU05
Magenta line	HU06
Pink line	HU07

Blue circle with 'V'	Viable Transfer Point (VTP)
Green square with 'B'	VTP suitable for transfer to buses
Red square with 'T'	VTP suitable for transfer to other train
Blue square with 'L'	VTP suitable for transfer to LUL or TFL
Orange circle with 'D'	VTP start of diversionary route
Grey line	Normal passenger service
White line	Diversionary route