

# TWENTY SEVENTH - Supplemental Agreement -

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**LONDON NORTH EASTERN RAILWAY LIMITED**

as Train Operator

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**relating to amendments to a Track Access  
Contract (Passenger Services) dated 03 March 2017**

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**THIS SUPPLEMENTAL AGREEMENT is dated 17 March 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) - **LONDON NORTH EASTERN RAILWAY LIMITED**, a company registered in England under number 04659712 having its registered office at East Coast House, 25 Skeldergate, York, YO1 6DH (the "**Train Operator**").

**Background:**

- (A) - Network Rail and East Coast Main Line Company Limited entered into a Track Access Contract (Passenger Services) dated 03 March 2017 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) - On 24 June 2018 the rights and obligations of East Coast Main Line Company Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 21 June 2018 under Schedule 2 of the Railways Act 2005.
- (C) - Network Rail and the Train Operator (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**

- 1.1 - 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. OFFICE OF RAIL AND ROAD – GENERAL APPROVAL**

- 2.1 - 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**

- 3.1 - 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.
- 3.2 - "Effective Date" means 00.01 hours 1<sup>st</sup> April 2022.

**4. AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 4.1 - In Appendix 7C of Schedule 7, the table shall be deleted and replaced by the table set out in Annex 1 of this Supplemental Agreement.

The parties are seeking to amend the Default Train Consist Data in accordance with paragraph 10.4 of Part 2 within Schedule 7 of the Contract.

**5. 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.

**6. 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.

**7. 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.

**8. 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 -



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

) Sarah Reid  
) East Coast Route Director  
)



SIGNED BY

) Warrick Dent

for and on behalf of  
**LONDON NORTH EASTERN  
RAILWAY LIMITED**

) Safety and Operations Director  
)

**Annex 1**

<b>Train Service Code</b>	<b>Description of Journey</b>	<b>Default Train Consist Details</b>
21700001	Train movement(s) between Kings Cross and Glasgow Central	Class 801 electric multiple unit
21701001	Train movement(s) between Kings Cross/Leeds and Aberdeen/Inverness	Class 800 bi-mode multiple unit
21702001	Train movement(s) between Kings Cross and Leeds/Bradford	Class 801 electric multiple unit
21703001	Train movement(s) between Kings Cross and Harrogate/Hull/Skipton	Class 800 bi-mode multiple unit
21704001	Train movement(s) of empty coaching stock along any of the routes	Class 801 electric multiple unit
21706001	Train movement(s) between Kings Cross and Lincoln	Class 800 bi-mode multiple unit
21706001	Train movement(s) between Kings Cross and York	Class 801 electric multiple unit