

Eighty-Third Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

ARRIVA RAIL LONDON LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 9 November 2007

CONTENTS

1. INTERPRETATION 1

2. OFFICE OF RAIL AND ROAD 1

3. EFFECTIVE DATE AND TERM..... 1

4. AMENDMENTS TO SCHEDULE 8..... 2

5. EFFECTS OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT..... 2

6. THIRD PARTY RIGHTS 2

7. LAW 2

8. COUNTERPARTS..... 2

9. APPENDIX.....3

THIS EIGHTY-THIRD SUPPLEMENTAL AGREEMENT is dated 22/09/2022

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **ARRIVA RAIL LONDON LIMITED**, a company registered in England under number 04165861, having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP (the "**Train Operator**").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 9th November 2007 in a form approved by the Office of Rail and Road ("ORR") pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties propose to enter into this Supplemental Agreement in order to amend Appendix 1 of Schedule 8 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 the date on which the Office of Rail and Road issues its approval of this Supplemental Agreement.

2. **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 at the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Appendix 1 of Schedule 8 of the Contract, the section relating to Service Group EK01 (peak and off-peak) shall be amended to include Barking Riverside as a new Contractual Monitoring Point as set out in the Appendix to this Supplemental Agreement.
- 3.2 A minimal weighting will be moved from the existing Barking weighting to the new Barking Riverside Contractual Monitoring Point, therefore the existing weighting for Barking will also be amended.

4. GENERAL

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. 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.

6. LAW

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

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 but one and the same instrument.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

SIGNED by

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



Katie Frost, Route Director Sussex
Dated: 13/09/2022

SIGNED by
duly authorised for and on behalf of
ARRIVA RAIL LONDON LIMITED

DocuSigned by:
Paul Hutchings
253FE83407974A8...
) Paul Hutchings, Managing Director
) Dated: 22/9/2022 | 2:23 PM BST

Appendix

Appendix 1

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
EK01 Orbitals Off-Peak	2019-20	[Redacted]	[Redacted]	[Redacted]	18	60	204	Willesden-Kensington-Clapham Junction	Forward	WILLESDEN JN. HIGH LEVEL	[Redacted]
	2020-21						204	Willesden-Kensington-Clapham Junction	Reverse	CLAPHAM JUNCTION	[Redacted]
	2021-22						214	Richmond-Stratford	Forward	CAMDEN ROAD	[Redacted]
	2022-23						214	Richmond-Stratford	Forward	STRATFORD	[Redacted]
	2023-24						214	Richmond-Stratford	Reverse	CAMDEN ROAD	[Redacted]
							214	Richmond-Stratford	Reverse	RICHMOND	[Redacted]
							214	Richmond-Stratford	Reverse	WILLESDEN JN. HIGH LEVEL	[Redacted]
							921	Gospel Oak – Barking Riverside	Forward	BARKING	[Redacted]
							921	Gospel Oak – Barking Riverside	Forward	BARKING RIVERSIDE	[Redacted]
							921	Gospel Oak – Barking Riverside	Forward	SOUTH TOTTENHAM	[Redacted]
							921	Gospel Oak – Barking Riverside	Reverse	SOUTH TOTTENHAM	[Redacted]
							921	Gospel Oak – Barking Riverside	Reverse	GOSPEL OAK	[Redacted]
EK01	2019-20	[Redacted]	[Redacted]	[Redacted]	17	48	204	Willesden-Kensington-	Forward	WILLESDEN JN.	[Redacted]

Orbitals Peak	2020-21							Clapham Junction		HIGH LEVEL	
	2021-22						204	Willesden-Kensington- Clapham Junction	Reverse	CLAPHAM JUNCTION	[Redacted]
	2022-23						214	Richmond-Stratford	Forward	CAMDEN ROAD	[Redacted]
	2023-24						214	Richmond-Stratford	Forward	STRATFORD	[Redacted]
							214	Richmond-Stratford	Reverse	CAMDEN ROAD	[Redacted]
							214	Richmond-Stratford	Reverse	RICHMOND	[Redacted]
							214	Richmond-Stratford	Reverse	WILLESDEN JN. HIGH LEVEL	[Redacted]
							921	Gospel Oak – Barking Riverside	Forward	BARKING	[Redacted]
							921	Gospel Oak – Barking Riverside	Forward	BARKING RIVERSIDE	[Redacted]
							921	Gospel Oak – Barking Riverside	Forward	SOUTH TOTTENHAM	[Redacted]
							921	Gospel Oak – Barking Riverside	Reverse	SOUTH TOTTENHAM	[Redacted]
							921	Gospel Oak – Barking Riverside	Reverse	GOSPEL OAK	[Redacted]