

Sixteenth Supplemental Agreement -

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

**GRAND CENTRAL RAILWAY COMPANY
LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 1st August 2014

THIS SIXTEENTH SUPPLEMENTAL AGREEMENT is dated 02 November 2022 and made

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) - **GRAND CENTRAL RAILWAY COMPANY LIMITED**, (“Train Operator”).), a company registered in England under number 3979826 having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP.

WHEREAS:

- (A) - The parties entered into a Track Access Contract (Passenger Services) dated 1st August 2014 following directions issued by the Office of Rail and Road (“ORR”) pursuant to section 17 of the Act (this track access contract is hereafter referred to as the “**Contract**”).
- (B) - Network Rail and the Train Operator wish to amend the Contract in order to amend Appendix 7C of Schedule 7 and Appendix 1 of Schedule 8 within the Contract to reflect revised default train consist and revised berthing offsets in service groups EC01 and EC02.

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 made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date.

3. - **RETROSPECTIVE EFFECT**

- 3.1 - Notwithstanding the Effective Date the amendments shall be applied retrospectively from 00:01 on 26 June 2022.

4. - **ORR – GENERAL APPROVAL**

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

4 - **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 4.1 - Appendix 7C of Schedule 7 will be deleted and replaced in its entirety with the version set out as Annex 1 to this Supplemental Agreement.

The parties are seeking to make this amendment in order to adjust the default train consist data.

- 4.2 - Appendix 1 of Schedule 8 will be deleted and replaced in its entirety with the version set out as Annex 2 to this Supplemental Agreement.

The parties are seeking to make this amendment in order to adjust values in columns B and D of Appendix 1 to neutralise the impact of changes made to berthing offsets.

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 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 the laws of England and Wales.

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...Paul Rutter..... -

Duly authorised for and on behalf of -
NETWORK RAIL INFRASTRUCTURE LIMITED


SIGNED by..... -

Print name...Sean English.....

Duly authorised for and on behalf of
GRAND CENTRAL RAILWAY COMPANY LIMITED

Annex 1**APPENDIX 7C – DEFAULT TRAIN CONSIST DATA**

Train Service Code	Description of Journey	Default Train Consist Data
21755001	London Kings Cross to Sunderland	1 x Class 180
21755005	ECS (empty coaching stock) moves	1 x Class 180
21756006	London Kings Cross to Bradford Interchange	1 x Class 180

Annex 2**Appendix 1 to Schedule 8**

A	B		C	D	E	F	G	H		I	J	K
Service Group	Network Rail		Payment Rate	TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point			Performance Point	Payment Rate							
EC01 Kings X - Sunderland All Trains	2019-20	5.9359	£1,900.72	1.5894	£916.15	198	180	755	Kings X – Sunderland	Forward	HARTLEPOOL	0.0133
	2020-21	5.4481						755	Kings X – Sunderland	Forward	YORK	0.1267
	2021-22	5.3765						755	Kings X – Sunderland	Forward	LONDON KINGS CROSS	0.3888
	2022-23	5.2747						755	Kings X – Sunderland	Reverse	YORK	0.1643
	2023-24	5.2032						755	Kings X – Sunderland	Reverse	HARTLEPOOL	0.2393
								755	Kings X – Sunderland	Reverse	SUNDERLAND	0.0676
EC02 Kings X - Bradford All Trains	2019-20	4.4648	£917.04	2.5784	£164.74	187	180	756	London Kings X - Bradford	Forward	LONDON KINGS CROSS	0.3164
	2020-21	4.1365						756	London Kings X - Bradford	Forward	DONCASTER	0.0277
	2021-22	4.0883						756	London Kings X - Bradford	Forward	WAKEFIELD KIRKGATE	0.0945
	2022-23	4.0244						756	London Kings X - Bradford	Reverse	DONCASTER	0.1330
	2023-24	3.9762						756	London Kings X - Bradford	Reverse	WAKEFIELD KIRKGATE	0.0786
								756	London Kings X - Bradford	Reverse	BRADFORD INTERCHANGE	0.3498