

# Seventeenth Supplemental Agreement

between

Network Rail Infrastructure Limited

and

GB Railfreight Limited

relating to

The amendment of a track access agreement

THIS Seventeenth SUPPLEMENTAL AGREEMENT is dated \_\_\_\_\_ and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** a company registered in England (number 2904587) having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **GB RAILFREIGHT LIMITED** a company registered in England (number 03707899) having its registered office at 3<sup>rd</sup> Floor, 55 Old Broad Street, London, EC2M 1RX (The "Train Operator").

WHEREAS

- (A) The parties entered into a Track Access Contract (Freight Services) dated 11 December 2016 in a form approved by the Office of Rail and Road ("ORR") pursuant to section 17 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties have been directed by ORR pursuant to section 22A of the Act to vary the Contract as described below.

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

In this Seventeenth 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 Seventeenth Supplemental Agreement except where the context requires otherwise; and
- (B) "Effective Date" means the date upon which the parties enter into this Seventeenth Supplemental Agreement subject to ORR's directions under section 22A of the Act.

**2. EFFECTIVE DATE AND TERM**

The amendments to the Agreement as set out in this Seventeenth Supplemental Agreement shall have effect from the Effective Date. New and amended Rights shall cease to have effect when the Contract shall cease to have effect.

**3. AMENDMENTS TO THE AGREEMENT**

The Rights Table in Schedule 5 of the Contract is to be amended by:

- the addition of 3 new Firm Rights

The specific changes are set out in Appendix A.

**4. GENERAL**

The parties agree that the Contract, as amended by this Seventeenth Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and with effect from and including the Effective Date and during the period in which the amendments made by this Seventeenth 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 Fifteenth Supplemental Agreement.

**5. LAW**

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

**6. COUNTERPARTS**

This Seventeenth 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.

**7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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.

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

**SIGNED** by

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

**SIGNED** by

for and on behalf of  
**GB RAILFREIGHT LIMITED**

### Appendix A: Schedule 5 Rights Table

For Information - not part of			Origin Data				Service characteristics				Additional Data				Equipment Characteristics						
Service Group Reference	Flow No	Train Reporting Number	Minimum Turn Around Time at Origin	Days per Week	Departure Window From	Departure Window To	Origin Stanox	Destination	Arrival Window From	Arrival Window To	Destination Stanox	Minimum Turn Around Time at Destination	Routing	Intermediate Points Key: RM = Reversing Move RR = Run Round	Minimum Dwell Time at Intermediate Point	Special Terms	Timing Load	Maximum Length of Train	Route Availability Code (RA)	Loading Gauge	Contract Miles
4646	1911	6V41	-	SuO	13:45	14:45	Penyffordd Cement GBRF	41023	Avonmouth Hanson Sdg GBRF	20:45	21:45	81244	420*	Penyffordd GF (OP) Dee Marsh (RR) Shrewsbury (Crew)	30 30 2		60H66S18		10		174
Non-contractual comments:													Suggested route is: Wrexham, Hereford, Severn Tunnel								
4646	1912	6V41	-	TThO	16:40	17:40	Penyffordd Cement GBRF	41023	Avonmouth Hanson Sdg GBRF	01:10	02:10	81244	420*	Penyffordd GF (OP) Dee Marsh (RR) Shrewsbury (Crew) Londor Street Jn (Crew)	30 30 2 2		60H66S18		10		197
Non-contractual comments:													Suggested route is: Wrexham, Wolverhampton, Walsall, Londor St, Bromsgrove, Yate				* Before departure of 6M42				
4646	1914	6M42	420*	MWFO	08:50	09:50	Avonmouth Hanson Sdg GBRF	81244	Penyffordd Cement GBRF	17:15	18:15	41023	-	Wolverhampton (Crew) Penyffordd GF (OP)	2 30		60-66S04				183
Non-contractual comments:													Suggested route is: Yate, Bromsgrove, Londor St, Walsall, Wolverhampton, Wrexham				* After arrival of 6V41				

New firm rights being proposed as shown