

# Sixth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**FIRST TRENITALIA WEST COAST RAIL LIMITED**  
as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 11 December 2022

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**THIS SIXTH SUPPLEMENTAL AGREEMENT** is dated 13/06/2023 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London SE1 8SW (“**Network Rail**”); and
- (2) **FIRST TRENITALIA WEST COAST RAIL LIMITED**, a company registered in England under number 10349442 having its registered office at 8<sup>th</sup> Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the “**Train Operator**”).

**WHEREAS:**

The parties have been directed under Section 22 of the Act to enter into this Sixth Supplemental Agreement in order to amend the Contract as described below.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) “Effective Date” means the date of this Supplemental Agreement – 13/06/23.

2. **EFFECTIVE DATE AND TERM**

The amendments 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. **AMENDMENTS TO SCHEDULE 5**

3.1 Table 5.1(a) - (Specified Equipment) shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.

**AMENDMENTS TO SCHEDULE 7**

3.2 Appendix 7C (Default Train Consist Data) shall be deleted and replaced with the version set out as Appendix B to this Supplemental Agreement.

4. **GENERAL**

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” or, as the case may be, the “Agreement”, “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 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 of which 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.....*J. Dean*.....

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

**SIGNED** by

*Andy Mellors*

Print name - Andy Mellors  
Duly authorised for and on behalf of  
**FIRST TRENITALIA WEST COAST RAIL LIMITED**

# **APPENDIX A**

## **Schedule 5**

### *Specified Equipment*

*Table 5.1(a)*

Class 390
Class 221
Class 805
Class 807
Class 57 locomotive hauling Class 390 (9 or 11 car), but only where required by the Applicable Rules of the Route
Class 57, 67 or 90 locomotive and up to 9 Mk III coaches plus DVT

## APPENDIX B

### Schedule 7

#### Appendix 7C

##### Default Train Consist Data

Train Service Code	Type of Train Movement	Default Train Consist Data
22100001	Train movement(s) between London Euston and Birmingham New Street, Wolverhampton or Northampton (Fast)	Class 390 (11 car)
22100001	Train movement(s) between London Euston and Birmingham New Street, Wolverhampton, Shrewsbury or Northampton (Semi-Fast)	Class 805 (10 car) or Class 807
22104001	Train movement(s) between London Euston and Holyhead or Shrewsbury via Chester/Llandudno	Class 805 (10 car) Class 221 (5 car)
22108001	Train movement(s) between London Euston and Manchester Piccadilly	Class 390 (11 car)
22109001	Train movement(s) between London Euston and Liverpool Lime Street (not calling at Liverpool South Parkway)	Class 390 (11 car)
22109001	Train Movement(s) between London Euston and Liverpool Lime Street (calling at Liverpool South Parkway)	Class 807
22112001	Train movement(s) between London Euston and Preston, Blackpool North, Lancaster, Carlisle, Glasgow Central and Edinburgh Waverley	Class 390 (11 car)
22114001	Train movement(s) between London Euston and Birmingham New Street, Wolverhampton, Preston, Lancaster, Carlisle, Glasgow Central and Edinburgh Waverley	Class 390 (11 car)
22114001	Train Movement(s) between London Euston and Blackpool North via Crewe and Preston	Class 390 (11 car)
22104001	Train movement(s) between Chester and Wrexham General	Class 805 (5 car) Class 221 (5 car)
22112005	Movements of Light Engines	One Class 57/3

