

Second 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 SECOND SUPPLEMENTAL AGREEMENT is dated DD/MM/YYYY and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, 1 Eversholt Street, London NW1 2DN (“Network Rail”); and
- (2) **FIRST TRENITALIA WEST COAST RAIL LIMITED**, a company registered in England under number 10349442 having its registered office at 8th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the “Train Operator”).

WHEREAS:

The parties have been directed under Section 22A of the Act to enter into this First 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 later of the date on which the parties enter into the terms of this Supplemental Agreement pursuant to directions from ORR under Section 22A of the Act and 02:00 on 10 December 2023.

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 2.1 (Passenger Train Slots) for Service Group HF04 shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.

3.2 Table 4.1 (Calling Patterns) for Service Group HF04 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.....

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....

Duly authorised for and on behalf of

FIRST TRENITALIA WEST COAST RAIL LIMITED

APPENDIX A

Table 2.1: Passenger Train Slots

1						2						
Service Group 4: London Euston to Liverpool Lime Street												
Service description						Passenger Train Slots						
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday	Saturday	Sunday	
						Morning Peak	Evening Peak					
London Euston	Liverpool Lime Street	WCML, Trent Valley	HF04.1	22109001	Class 80x-E	N/A	3	13	16	15	13	
		WCML, Trent Valley	HF04.2	22109001	Class 390-125T	N/A	3	11	14	13	6	
		WCML, Coventry	HF04.3	22109001	Class 390-125T	N/A	N/A	1	1	N/A	N/A	
Liverpool Lime Street	London Euston	Trent Valley, WCML	HF04.4	22109001	Class 80x-E	2	N/A	13	15	14	14	
		Trent Valley, WCML	HF04.5	22109001	Class 390-125T	4	N/A	10	14	13	5	

Notes to Table:

1 Peak times – arriving London Euston between 07.30 and 10.30, departing London Euston between 16.00 and 19.00

2 Off-Peak times - arriving at and departing from a relevant station outside Peak times

APPENDIX

Table 4.1: Calling Patterns

1					2	3
Service Group 4: London Euston to Liverpool Lime Street						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Euston	Liverpool Lime Street	WCML, Trent Valley	HF04.1	22109001	Milton Keynes Central, Crewe, Runcorn, Liverpool South Parkway	Watford Junction, Rugby, Nuneaton, Tamworth Low Level, Lichfield Trent Valley, Stafford, Hartford
		WCML, Trent Valley	HF04.2	22109001	Runcorn	Watford Junction, Milton Keynes Central, Rugby, Nuneaton, Tamworth Low Level, Lichfield Trent Valley, Stafford, Crewe
		WCML, Coventry	HF04.3	22109001	Watford Junction, Milton Keynes Central, Rugby, Coventry, Birmingham International, Birmingham New Street, Stafford, Crewe, Runcorn	Wolverhampton
Liverpool Lime Street	London Euston	WCML, Trent Valley	HF04.4	22109001	Liverpool South Parkway, Runcorn, Crewe, Milton Keynes Central	Hartford, Stafford, Lichfield Trent Valley, Tamworth Low Level, Nuneaton, Rugby, Watford Junction
		WCML, Trent Valley	HF04.5	22109001	Runcorn	Lichfield Trent Valley, Tamworth Low Level, Crewe, Stafford, Nuneaton, Rugby, Milton Keynes Central, Watford Junction