

# Fourteenth Supplemental Agreement -

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**ABELLIO EAST MIDLANDS LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger -  
Services) dated 1<sup>st</sup> September 2020

**THIS FOURTEENTH SUPPLEMENTAL AGREEMENT** is dated 24 July 2023 and made

**BETWEEN:**

- (1) - **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW ("Network Rail"); and
- (2) - **ABELLIO EAST MIDLANDS LIMITED**, (the "Train Operator"), a company registered in England under number 09860485 having its registered office at 2<sup>nd</sup> floor St Andrew's House, 18-20 St Andrew Street, London, EC4A 3AG.

**WHEREAS:**

- (A) - Network Rail and Abellio East Midlands Limited entered into a Track Access Contract (Passenger Services) dated 1<sup>ST</sup> September 2020 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act (this track access contract is hereafter referred to as the "**Contract**").
- (B) - The parties propose to enter into this Supplemental Agreement to amend the Contract as described herein.

**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 and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

2.2 "Effective Date" means the date of this Supplemental Agreement.

3.1 - **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

3.2 - **AMENDEMENTS TO THE CONTRACT**

In Appendix 1 of Schedule 8 of the Contract, the table for Service Group EM02 shall be deleted and replaced with the table as set out in Annex A to this Supplemental Agreement.

Columns C, E and K within Appendix 1 of Schedule 8 are to be amended to reflect amendments made in the 7<sup>th</sup> Supplemental Agreement which were mistakenly removed in the 13<sup>th</sup> Supplemental Agreement.

3. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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.

4. **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.

5. **LAW**

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

6. **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: Gary Walsh

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**



**SIGNED** by

Print name: Paul Barnfield

Duly authorised for and on behalf of

**ABELLIO EAST MIDLANDS LIMITED**

EMR Fourteenth -  
Supplemental -  
Agreement -  
  
Annex A -

## APPENDIX 1 TO SCHEDULE 8

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							
EM02 East Midlands Regional All Trains	2019-20	£921.71	0.6131	£1,055.56	90	270	320	Crewe - Stoke - Derby	Forward	CREWE	0.0817
	1.2465						320	Crewe - Stoke - Derby	Forward	STOKE-ON-TRENT	0.1138
	2020-21						320	Crewe - Stoke - Derby	Reverse	DERBY	0.1490
	1.2713						320	Crewe - Stoke - Derby	Reverse	STOKE-ON-TRENT	0.0500
	2021-22						832	Nottingham - Grantham - Skegness	Forward	GRANTHAM	0.0795
	1.2548						832	Nottingham - Grantham - Skegness	Forward	NOTTINGHAM	0.1393
	2022-23						832	Nottingham - Grantham - Skegness	Forward	BOSTON	0.0214
	1.2383						832	Nottingham - Grantham - Skegness	Reverse	BOSTON	0.0840
	2023-24						832	Nottingham - Grantham - Skegness	Reverse	SKEGNESS	0.0918
	1.2300						832	Nottingham - Grantham - Skegness	Reverse	GRANTHAM	0.0662
							836	Newark Northgate - Lincoln - Grimsby/Cleethorpes	Forward	LINCOLN CENTRAL	0.0320
							836	Newark Northgate - Lincoln - Grimsby/Cleethorpes	Reverse	CLEETHORPES	0.0009
							836	Newark Northgate - Lincoln - Grimsby/Cleethorpes	Reverse	GRIMSBY TOWN	0.0380
							833	Barton-on-Humber - Cleethorpes	Forward	BARTON-ON-HUMBER	0.0271
							833	Barton-on-Humber - Cleethorpes	Reverse	CLEETHORPES	0.0253