

# 12th Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**MERSEYRAIL ELECTRICS 2002 LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1<sup>st</sup> April 2019

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**THIS THIRD SUPPLEMENTAL AGREEMENT** is dated 18 July 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) **MERSEYRAIL ELECTRICS 2002 LIMITED**, a company registered in England under number 04356933 having its registered office at Rail House, Lord Nelson Street, Liverpool, Merseyside L1 1JF (the "**Train Operator**").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 1 April 2019 in a form approved by the Office of Rail and Road (ORR) pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act (the "Contract").
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

**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.

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. **RETROSPECTIVE EFFECT**

Notwithstanding the Effective Date the amendments shall be applied retrospectively from 00:01 on 4 March 2023.

4. **AMENDMENTS TO THE CONTRACT**

- 4.1 This 12<sup>th</sup> Supplemental Agreement seeks to add a footnote to the Lookup Table for EBM Weights in Annex B to Part 3 of Schedule 4. This footnote indicates that the

amendments to the Full Bus Replacement Miles in the Lookup Table for EBM Weights in Annex B to Part 3 of Schedule 4 apply from 00:01 on 4 March 2023. As shown in Annex 1 to this Supplemental Agreement.

5. **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.

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 English Law.

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 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..... Phil James

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

SIGNED by..... 

Print name..... Chris Maher

Duly authorised for and on behalf of  
**MERSEYRAIL ELECTRICS 2002 LIMITED**

**Annex 1**  
 Lookup Table for EBM Weights in Annex B to Part 3 of Schedule 4

Viable Transfer Point (VTP)	Viable Transfer Point (VTP)	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Response	Comments & Other VTPs to Consider	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)				EBMs Total
									From	To	Miles	Trains	From	To	Miles	Trains	
<b>NW 8001 Hunts Cross West Junction to Southport</b>																	
Hunts Cross (HNX)	Liverpool South Parkway (LPL)			HE001	Full bus replacement Hunts Cross to Liverpool South Parkway, trains restart at Liverpool South Parkway.		HE01	100%	HNX	LPL	2.75						E -
Liverpool South Parkway (LPL)	Liverpool Central (LVC)			HE002	Full bus replacement Hunts Cross to Liverpool Central, trains restart at Liverpool Central.		HE01	100%	HNX	LPL	2.75						E -
Liverpool Central (LVC)	Sandhills (SDL)			HE003	Full bus replacement Liverpool Central to Sandhills, trains restart at Liverpool Central & Sandhills.		HE01	100%	LVC	SDL	2.75						E -
Sandhills (SDL)	Seaforth and Litherland (SFL)	If inclusive of Ormskirk/Kirkby branches then see Sandhills to Walton & Sandhills to Rice Lane		HE004	Full bus replacement Sandhills to Seaforth and Litherland, trains restart at Sandhills & Seaforth and Litherland.		HE01	100%	SDL	SFL	3.50						E -
Seaforth and Litherland (SFL)	Hall Road (HLR)			HE005	Full bus replacement Seaforth and Litherland to Hall Road, trains restart at Seaforth and Litherland & Hall Road.		HE01	100%	SFL	HLR	4.00						E -
Hall Road (HLR)	Formby (FBY)			HE006	Full bus replacement Hall Road to Formby, trains restart at Hall Road & Formby.		HE01	100%	HLR	FBY	8.25						E -
Formby (FBY)	Freshfield (FRE)			HE007	Full bus replacement Formby to Freshfield, trains restart at Formby & Freshfield.		HE01	100%	FBY	FRE	1.00						E -
Freshfield (FRE)	Hillside (HIL)			HE008	Full bus replacement Freshfield to Hillside, trains restart at Freshfield & Hillside.		HE01	100%	FRE	HIL	6.50						E -
Hillside (HIL)	Southport (SOP)			HE009	Full bus replacement Hillside to Southport, trains restart at Hillside.		HE01	100%	HIL	SOP	3.25						E -
<b>NW 8005 Sandhills Junction to Ormskirk</b>																	
Sandhills (SDL)	Walton (WAO)	If inclusive of Southport/Kirkby branches then see Sandhills to Seaforth & Sandhills to Rice Lane		HE010	Full bus replacement Sandhills to Walton, trains restart at Sandhills & Walton.		HE01	100%	SDL	WAO	2.50						E -
Walton (WAO)	Aintree (AIN)			HE011	Full bus replacement Walton to Aintree, trains restart at Walton & Aintree.		HE01	100%	WAO	AIN	1.25						E -
Aintree (AIN)	Maghull (MAG)			HE012	Full bus replacement Aintree to Maghull, trains restart at Aintree & Maghull.		HE01	100%	AIN	MAG	3.50						E -
Maghull (MAG)	Town Green (TWN)			HE013	Full bus replacement Maghull to Ormskirk, trains restart at Maghull.		HE01	100%	MAG	TWN	5.25						E -
Town Green (TWN)	Ormskirk (OMS)			HE014	Full bus replacement Town Green to Ormskirk, trains restart at Town Green.		HE01	100%	TWN	OMS	2.75						E -
<b>NW 8009 Walton Junction to Kirkby</b>																	
Sandhills (SDL)	Rice Lane (RIL)	If inclusive of Ormskirk/Southport branches then see Sandhills to Walton & Sandhills to Seaforth		HE015	Full bus replacement Sandhills to Rice Lane, trains restart at Sandhills & Rice Lane.		HE01	100%	SDL	RIL	2.75						E -
Rice Lane (RIL)	Kirkby (KIR)			HE016	Full bus replacement Rice Lane to Kirkby, trains restart at Rice Lane (Headbolt Lane to replace Kirkby as a viable transfer point Summer 2023)		HE01	100%	RIL	KIR	4.25						E -
Rice Lane (RIL)	Headbolt Lane (HBL)			HE027	Full bus replacement Rice Lane to Headbolt Lane, trains restart at Rice Lane		HE01	100%	RIL	HBL	5.00						E -

NW 8013 Canning Street Junction to Hooton South Junction (Via Loop)																		
Viability Transfer Point (VTP)	Viability Transfer Point (VTP)	Applicable Infrastructure Rules	Other Operating Rules	SACS Code	Description of Possession Response	Comments & Other VTPs to Consider	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)				EBMs Total	
									From	To	Miles	Trains	From	To	Miles	Trains	Trains	
James Street (LVJ)	James Street (LVJ)	Possession blockage around loop.		HE017	Full bus replacement James Street around loop, trains restart at James Street.		HE02	100%	LVJ	LVJ	3.25							E -
																		E -
																		E -
James Street (LVJ)	Hamilton Square (HAS)			HE017	Full bus replacement between Birkenhead Central and James Street, also around loop		HE02	100%	BKC	LVJ	4.50							E -
							HE02	100%	LVJ	LVJ	3.25							E -
																		E -
Hamilton Square (HAS)	Birkenhead Central (BKC)	If inclusive of other branch then see Hamilton Sq to Birkenhead North		HE018	Full bus replacement Birkenhead Central around loop, trains restart at Birkenhead Central. For Calcs assume 50% of trains on loop are from BIC.		HE02	100%	BKC	LVJ	4.50							E -
							HE02	50%	LVJ	LVJ	3.25							E -
																		E -
Birkenhead Central (BKC)	Rock Ferry (RFY)			HE018	Full bus replacement Birkenhead Central to Rock Ferry, trains restart at Birkenhead Central & Rock Ferry.		HE02	100%	BKC	RFY	1.25							E -
																		E -
																		E -
Rock Ferry (RFY)	Hooton (HOO)			HE019	Full bus replacement Rock Ferry to Hooton, trains restart at Rock Ferry & Hooton.		HE02	100%	RFY	HOO	8.25							E -
																		E -
																		E -
NW 3013 Hooton South Junction to Helsby Junction																		
Hooton (HOO)	Ellesmere Port (ELP)	If inclusive of Chester branch then see Hooton to Chester		HE023	Full bus replacement Hooton to Ellesmere Port, trains restart at Hooton.		HE02	100%	HOO	ELP	8.25							E -
																		E -
																		E -
NW 3011 Chester West Junction to Hooton South Junction																		
Chester (CHE)	Hooton (HOO)	If inclusive of Ellesmere Port branch then see Hooton to Ellesmere Port		HE021	Full bus replacement Chester to Hooton, trains restart at Hooton.		HE02	100%	HOO	CHE	11.25							E -
																		E -
																		E -
NW 8011 Mann Island Junction to West Kirby (Via Loop)																		
James Street (LVJ)	James Street (LVJ)	Possession blockage around loop.		HE022	Full bus replacement James Street around loop, trains restart at James Street.		HE02	100%	LVJ	LVJ	3.25							E -
																		E -
																		E -
James Street (LVJ)	Birkenhead North (BKN)			HE022	Full bus replacement between Birkenhead North and James Street, also around loop		HE02	100%	BKN	LVJ	6.25							E -
							HE02	100%	LVJ	LVJ	3.25							E -
																		E -
Hamilton Square (HAS)	Birkenhead North (BKN)	If inclusive of other branch then see Hamilton Sq to Birkenhead Central		HE023	Full bus replacement Birkenhead North around loop, trains restart at Birkenhead North. For Calcs assume 50% of trains on loop are from BIN.		HE02	100%	BKN	LVJ	6.25							E -
							HE02	50%	LVJ	LVJ	3.25							E -
																		E -
Birkenhead North (BKN)	Hoylake (HOY)	If inclusive of New Brighton branch then see Birkenhead North to New Brighton.		HE024	Full bus replacement Birkenhead North to West Kirby, trains restart at Birkenhead North.		HE02	100%	BKN	HOY	7.75							E -
							HE02	100%	HOY	WKI	1.50							E -
																		E -
Hoylake (HOY)	West Kirby (WKI)			HE025	Full bus replacement Hoylake to West Kirby, trains restart at Hoylake.		HE02	100%	HOY	WKI	1.50							E -
																		E -
																		E -
NW 8015 Bidston East Junction to New Brighton																		
Birkenhead North (BKN)	New Brighton (NBN)	If inclusive of West Kirby branch then see Birkenhead North to West Kirby.		HE026	Full bus replacement Birkenhead North to New Brighton, trains restart at Birkenhead North.		HE02	100%	BKN	NBN	4.50							E -
																		E -
																		E -

Footnote to table:  
Amendments to Full Bus Replacement Miles applies from 00:01 on 4 March 2023.

