

# FORTY EIGHTH SUPPLEMENTAL AGREEMENT

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**NORTHERN TRAINS LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 03 MARCH 2016

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**THIS FORTY EIGHTH SUPPLEMENTAL AGREEMENT** is dated 31<sup>st</sup> July 2023

and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW (“**Network Rail**”); and
- (2) **NORTHERN TRAINS LIMITED**, a company registered in England under number 03076444, having its registered office at George Stephenson House, Toft Green, York, YO1 6JT (the “**Train Operator**”).

**BACKGROUND:**

- (A) Network Rail and Arriva Rail North Limited entered into a Track Access Contract (Passenger Services) dated 3 March 2016 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the “**Contract**”).
- (B) On 1st March 2020, the rights and obligations of Arriva Rail North Limited under the contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 1st March under schedule 2 of the Railways Act 2005.
- (C) The parties propose to amend the Contract in the manner and on the terms described below.

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

In this Supplemental Agreement:

- 1.1 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; and
- 1.2 “Effective Date” means the date upon which the Office of Rail and Road issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement

**2. EFFECTIVE DATE AND TERM**

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 at the Expiry Date or earlier termination of the Contract.

### **3. AMENDMENTS TO THE CONTRACT**

- Table 2.1 for Service Group ED09 Merseyrail City Lines, of Schedule 5 of the Contract shall be deleted in its entirety and be replaced by the table 2.1 in Annex 1
- Table 2.2 for Service Group ED09 Merseyrail City Lines, of Schedule 5 of the Contract shall be deleted in its entirety and be replaced with 'not used' as per Annex 2

### **4. GENERAL**

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.

### **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 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.

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

**SIGNED** by

Phil James, Route Director

duly authorised for and on behalf of

**NETWORK RAIL**

**INFRASTRUCTURE LIMITED**

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**SIGNED** by

Rob Warnes

Strategic Development Director

duly authorised for and on behalf of

**NORTHERN TRAINS LIMITED**

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## **Annex 1**

### **Service Group ED09 – Merseyrail City Lines**

*Table 2.1: Passenger Train Slots* <sup>39th</sup> <sup>48th</sup>

1						2					
<b>Service Group ED09</b>											
<b>Service description: Merseyrail City Lines</b>						<b>Passenger Train Slots</b>					
From	To	Via	Description	TSC	Timing Load	Peaktimes <sup>1</sup>		Off-Peak times <sup>2</sup>	Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Liverpool Lime Street	Wigan North Western	St Helens Central	ED09.1.1	12297820	319	0	8	24	32	32	14
Wigan North Western	Liverpool Lime Street					8	0	26	34	34	15
Wigan North Western	Liverpool Lime Street	Earlestown	ED09.1.2	12298820	319	2	0	0	2	1	0
Liverpool Lime Street	Wigan North Western	Earlestown	ED09.1.2			0	2	0	2	1	0
Liverpool Lime Street	Manchester Victoria	Earlestown	ED09.2.1	12298820	319	0	1	2	3	3	0
Manchester Victoria	Liverpool Lime Street					2	0	1	3	3	0
Liverpool Lime Street	Warrington Bank Quay		ED09.3.1	12291820	319	0	2	10	12	12	0
Warrington Bank Quay	Liverpool Lime Street					2	0	10	12	12	0
Liverpool Lime Street	Manchester Airport	Newton Le Willows		12298820	319						
			ED09.4.2				4	14	18	18	1

1						2					
<b>Service Group ED09</b>											
<b>Service description: Merseyrail City Lines</b>						<b>Passenger Train Slots</b>					
From	To	Via	Description	TSC	Timing Load	Peaktimes <sup>1</sup>		Off-Peak times <sup>2</sup>	Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Manchester Airport	Liverpool Lime Street	Newton Le Willows	ED09.4.2	12229820	319	4	0	13	17	17	1
Liverpool Lime Street	Wilmslow			12233820		0	0	0	0	0	15
Wilmslow	Liverpool Lime Street			0		0	1	1	1	15	
Liverpool Lime Street	Manchester Oxford Road	Warrington Central	ED09.5.1	12236820	150	0	4	11	15	15	15
Manchester Oxford Road	Liverpool Lime Street			12248822		0	0	16	19	19	16
Liverpool Lime Street	Manchester Piccadilly			0		0	1	1	1	0	
Liverpool Lime Street	Warrington Central	Direct	ED09.5.1	12299820		0	4	14	18	18	0
Warrington Central	Liverpool Lime Street			4		0	13	17	17	0	
Warrington Central	Manchester Oxford Road			12236820		0	0	8	8	8	0



1						2					
<b>Service Group ED09</b>											
<b>Service description: Merseyrail City Lines</b>						<b>Passenger Train Slots</b>					
From	To	Via	Description	TSC	Timing Load	Peaktimes <sup>1</sup>		Off-Peak times <sup>2</sup>	Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Manchester Oxford Road	Warrington Central	Direct	ED09.5.2	12236820	150	0	0	5	5	5	0
Liverpool Lime Street	Ellesmere Port		ED09.6.1	12291820 22291000		0	0	1	1	1	0
Ellesmere Port	Helsby			22291000		0	0	1	1	1	0
Helsby	Ellesmere Port		0	0		1	1	1	0		
Ellesmere Port	Liverpool Lime Street		ED09.6.1	22291000 12366110		0	0	1	1	1	0
Manchester Victoria	Chester		ED09.6.3	12366110		0	0	1	1	1	1
Chester	Runcorn		ED09.7.1	22291000	150	0	0	0	0	1(S)	0

## Notes to Table:

1 Peak times – arriving Liverpool Lime Street between 06:00 and 09:59, departing Liverpool Lime Street between 15:00 and 18:59

2 Off-Peak times – arriving at and departing from Liverpool Lime Street outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

(S) – from Subsidiary Timetable Change Date until the second Sunday in September inclusive.

FO – Friday only

**ANNEX 2**

**Service Group ED09 – Merseyrail City Lines**

***Table 2.2: Additional Passenger Train Slots*** <sup>47th 48th</sup>

***Not Used***