

Twenty First Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

**GRAND CENTRAL RAILWAY COMPANY
LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1st August 2014

THIS TWENTY FIRST SUPPLEMENTAL AGREEMENT is dated 14 September 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) - **GRAND CENTRAL RAILWAY COMPANY LIMITED**, (“Train Operator”).), a company registered in England under number 3979826 having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP.

WHEREAS:

- (A) - The parties entered into a Track Access Contract (Passenger Services) dated 1st August 2014 following directions issued by the Office of Rail and Road (“ORR”) pursuant to section 17 of the Act (this track access contract is hereafter referred to as the “**Contract**”).
- (B) - Network Rail and the Train Operator wish to amend the Contract in order to amend Schedule 5 within the Contract.

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 31st July 2024 or earlier termination of the Contract.
- 2.2 - Effective Date means the date on which both parties enter into this Supplemental Agreement.

3. - **ORR – GENERAL APPROVAL**

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

4 - **AMENDMENTS TO THE CONTRACT**

The Specified Equipment listed in clause 5 of Schedule 5 is to be amended to reflect additional rolling stock.

The Contract shall be amended as follows: -

In clause 5.1(a) of Schedule 5 (The Services and Specified Equipment) of the - Contract insert the following new rolling stock: -

“Class 221” -

5. - **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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”, “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 the laws of England and Wales.

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 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.....Paul Rutter.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED


SIGNED by..... -

Print name.....Sean English..... -

Duly authorised for and on behalf of -
GRAND CENTRAL RAILWAY COMPANY LIMITED