

Twentieth 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 TWENTIETH SUPPLEMENTAL AGREEMENT is dated 31 August 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 Appendix 1 of Schedule 8 within the Contract to reflect revised berthing offsets in service groups EC01 and EC02.

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

3. **RETROSPECTIVE EFFECT**

- 3.1 Notwithstanding the Effective Date the amendments shall be applied retrospectively from 00:01 on 23 July 2023.

4. **ORR – GENERAL APPROVAL**

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

5. **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

Appendix 1 of Schedule 8 will be deleted and replaced in its entirety with the version set out as Annex 1 to this Supplemental Agreement.

The parties are seeking to make this amendment in order to adjust values in columns B and D of Appendix 1 to neutralise the impact of changes made to berthing offsets.

6. **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.

7. **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.

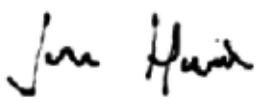
8. **LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of England and Wales.

9. **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..... JASON HAMILTON, Route Programme Director, Eastern Region
.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by... 

Print name.....SEAN ENGLISH, Chief Operating Officer
.....

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

Annex 1**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							
EC01 Kings X - Sunderland All Trains	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	198	180	755	Kings X – Sunderland	Forward	HARTLEPOOL	[Redacted]
	2020-21 [Redacted]						755	Kings X – Sunderland	Forward	YORK	[Redacted]
	2021-22 [Redacted]						755	Kings X – Sunderland	Forward	LONDON KINGS CROSS	[Redacted]
	2022-23 [Redacted]						755	Kings X – Sunderland	Reverse	YORK	[Redacted]
	2023-24 [Redacted]						755	Kings X – Sunderland	Reverse	HARTLEPOOL	[Redacted]
							755	Kings X – Sunderland	Reverse	SUNDERLAND	[Redacted]
EC02 Kings X - Bradford All Trains	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	187	180	756	London Kings X - Bradford	Forward	LONDON KINGS CROSS	[Redacted]
	2020-21 [Redacted]						756	London Kings X - Bradford	Forward	DONCASTER	[Redacted]
	2021-22 [Redacted]						756	London Kings X - Bradford	Forward	WAKEFIELD KIRKGATE	[Redacted]
	2022-23 [Redacted]						756	London Kings X - Bradford	Reverse	DONCASTER	[Redacted]
	2023-24 [Redacted]						756	London Kings X - Bradford	Reverse	WAKEFIELD KIRKGATE	[Redacted]
							756	London Kings X - Bradford	Reverse	BRADFORD INTERCHANGE	[Redacted]