

FIFTY SECOND 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 FIFTY SECOND SUPPLEMENTAL AGREEMENT is dated 11th October 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:

- **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 of signature of this General Approval

2. ORR GENERAL APPROVAL

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

3. 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 90 days after the Effective Date.

4. AMENDMENTS TO THE CONTRACT

4.1 Schedule 5 of the Track Access Contract shall be updated as follows:

- Under 'Service Group ED08 – North Manchester, Table 2.2: Additional Passenger Train Slots' the words 'not used' will be deleted and replaced with the Table 2.2 as set out in Annex A to this Supplemental Agreement.
- Under 'Service Group ED10 – South Manchester, Table 2.2: Additional Passenger Train Slots' the words 'not used' will be deleted and replaced with the Table 2.2 as set out in Annex B to this Supplemental Agreement.

5. 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.

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 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.

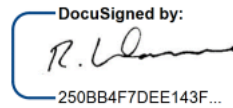
SIGNED by Phil James)
Route Managing Director – North West



duly authorised for and on behalf of)

NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED by Rob Warnes – Strategic)
Development Director



duly authorised for and on behalf of)
NORTHERN TRAINS LIMITED)

Annex A

Service Group ED08 – North Manchester

Table 2.2: Additional Passenger Train Slots ^{52nd}

1						2		
Service Group ED08¹								
Service description: North Manchester						Passenger Train Slots		
From	To	Via	Description	<u>TSC</u>	Timing Load	Weekday	Saturday	Sunday
Blackburn	Wigan Wallgate	Atherton	ED08.6	12225110 12242110 12240820 12225110 12242110	150	0	0	1

¹Rights shall expire 90 days after the signature of the 52nd Supplemental Agreement

Annex B

Service Group ED10 – South Manchester

Table 2.2: Additional Passenger Train Slots ^{12th 52nd}

1						2		
Service Group ED10 ¹								
Service description: North Manchester						Passenger Train Slots		
From	To	Via	Description	<u>TSC</u>	Timing Load	Weekday	Saturday	Sunday
Buxton	Manchester Piccadilly	Stockport	ED10.7.1	12228820	150	0	0	1
Manchester Piccadilly	Hadfield	Direct	ED10.9.1	12230110	323	0	1	0
Macclesfield	Manchester Piccadilly	Direct	ED10.10.1	12231820	323	0	0	1

¹Rights shall expire 90 days after the signature of the 52nd Supplemental Agreement