

# 38th Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**SCOTRAIL TRAINS LIMITED**  
as Train Operator

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relating to amendments to the Track Access Contract  
dated 03 March 2016

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**THIS 38TH SUPPLEMENTAL AGREEMENT** is dated 09/10/2023 and made

**Between:**

- (1) Network Rail Infrastructure Limited, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW; and
- (2) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC450732 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, G2 6HQ.

**Background:**

- (A) The Train Operator and Network Rail entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "Contract") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (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:

- 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;
- 1.2 "**Effective Date**" means the later of 0200 hours on the Subsidiary Change Date (SCD) 2023 and 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; and
- 1.3 "**Appendix**" shall mean the appendices and their relevant parts and attached hereto.

**2. EFFECTIVE DATE AND DURATION**

The amendments made to the Contract pursuant to 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. AMENDMENTS TO THE CONTRACT**

3.1. In table 2.2 of Schedule 5, the entry relating to service 584: North Berwick to Edinburgh will be deleted in its entirety, including the footnote, and be replaced with the table in Appendix A, including the footnote.

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

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. LAW**

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

**7. THIRD PARTY RIGHTS**

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

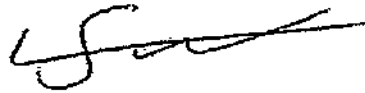
**8. COUNTERPARTS**


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 one and the same instrument.

OFFICIAL

**IN WITNESS WHEREOF** this Supplemental Agreement comprising this and the foregoing pages and Appendices are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Liam Sumpter at 151 St Vincent Street, Glasgow G2 5NW on 09/10/2023 in the presence of Iain A. Shields:



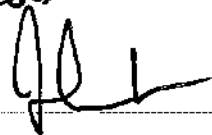
Witness: 

Full Name: Iain Alexander Shields

Address: 151 St Vincent Street,  
Glasgow, G2 5NW



SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by **Derek MacCormac** at **ATRINA COURT, GLASGOW** on **10/10/2023** in the presence of:-

Witness: 

Full Name: **John Keane**

OFFICIAL

Address:

Araucan Court,

Gallopdown



**Appendix A**

1						2		
Service Group HA02: East Coast Suburban								
Service 584: North Berwick Edinburgh						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Edinburgh Waverley <sup>1</sup>	Dunbar	Musselburgh	2.20	23584003	380-4	1	0	0

<sup>1</sup> From the Subsidiary Change Date 2024 this right will revert to "Not used".

