

Second Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

FIRST TRENITALIA WEST COAST RAIL LIMITED
as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 11 December 2022

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THIS SECOND SUPPLEMENTAL AGREEMENT is dated 16/10/2023 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London SE1 8SW (“Network Rail”); and
- (2) **FIRST TRENITALIA WEST COAST RAIL LIMITED**, a company registered in England under number 10349442 having its registered office at 8th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the “Train Operator”).

WHEREAS:

The parties have been directed under Section 22A of the Act to enter into this Second Supplemental Agreement in order to amend the Contract as described below.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) “Effective Date” means the later of the date on which the parties enter into the terms of this Supplemental Agreement pursuant to directions from ORR under Section 22A of the Act and 02:00 on 10 December 2023.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in 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 SCHEDULE 5**

3.1 Table 2.2 (Additional Passenger Train Slots) shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.

4. **GENERAL**

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” or, as the case may be, the “Agreement”, “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 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 of which 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..... JDFAN

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

Andy Mellors

SIGNED by.....

Print name: Andy Mellors

Duly authorised for and on behalf of
FIRST TRENITALIA WEST COAST RAIL LIMITED

APPENDIX A

Table 2.2: Additional Passenger Train Slots

1					2		
Service Group HF04							
Service description					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Euston	Liverpool Lime Street		HF04.2	22109001	12	12	5
Liverpool Lime Street	London Euston		HF04.5	22109001	11	11	4