

THIRTY SEVENTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC

**Relating to Schedules 1, 5, and 7 of the Track Access Contract (Non-Franchised
Passenger Services)**

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THIS THIRTY SEVENTH SUPPLEMENTAL AGREEMENT is dated 28th November 2023 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under company number 2904587, having its registered office at Waterloo General Office, London, SE1 8SW; and
- (2) **NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC** (the “**Train Operator**”), a company registered in England under number 2490244, having its registered office at Pickering Station, Pickering, North Yorkshire, YO18 7AJ.

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 18 January 2007 in a form approved by the Office of Rail Regulation pursuant to Section 18(7) of the Act as amended by various supplemental agreements in a form approved by the Office of Rail Regulation pursuant to Section 22 of the Act (the “**Contract**”).
- B. Network Rail and the Train Operator wish to amend the contract in the terms described below.

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; and
- 1.2 “**Effective Date**” shall mean:
 - (a) the date upon which the Office of Rail Regulation issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the 31st March, 2028, or on the earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 On the title page of the contract, "NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC" to be replaced with "NYMR PLC."

3.2 In the front end of the contract, "North Yorkshire Moors Railway Enterprises Plc" to be replaced with "NYMR Plc"

3.2.1 Network Rail's registered office address to be amended from "1 Eversholt Street, London, NW1 2DN" to "Waterloo General Office, London, SE1 8SW."

3.2.2 In Clause 1.1, the definition of "Expiry Date" shall be deleted and replaced with:

"Expiry Date" means the 31st March, 2028.

3.3 In Schedule 1, paragraph 2, "North Yorkshire Moors Railway Enterprises Plc" to be replaced with "NYMR Plc"

3.3.1 In Schedule 1, paragraph 3, "North Yorkshire Moors Railway Enterprises Plc" to be replaced with "NYMR Plc"

3.4 In Schedule 2, paragraph 2, the section "Main Routes" shall be amended to read:

"The main route is between Grosmont and Whitby."

3.5 Schedule 5 shall be amended as follows:

3.5.1 Table 2.2 shall be deleted in its entirety and replaced with the following Table 2.2:

Table 2.2: Additional Passenger Train Slots²

1					2		
Service Group PR01 ²					Additional Passenger Train Slots		
Service description					Total	Saturday	Sunday
From	To	Via	Description	TSC	Weekday		
Grosmont	Whitby	N/A	N/A	22241000	4	2 nd	4
Whitby	Grosmont	N/A	N/A	22241000	4	4	4

3.5.2 Table 4.1 shall be deleted in its entirety and replaced with the following Table 4.1:

1					2	3
Service Group PR01						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Grosmont	Whitby	N/A	N/A	22241000		Sleights or Ruswarp
Whitby	Grosmont	N/A	N/A	22241000		Ruswarp or Sleights

3.5.3 Service Group PR02 shall be deleted in its entirety from Table 5.1

3.5.4 The following rows shall be added at the end of the Appendix:

2024 TT^{37th}	All Weekdays and Saturdays from and inclusive of 21 March 2024 up until 03 November 2024.
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2025 TT^{37th}	All Weekdays and Saturdays from and inclusive of 24 March 2025 up until 02 November 2025.
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3.6 In Schedule 7 Part 1, Paragraph 1, clause (c), “North Yorkshire Moors Railway Enterprises Plc” to be replaced with “NYMR Plc.”

3.6.1 In Schedule 7, Part 2, Paragraph 3.1, clause (c), “North Yorkshire Moors Railway Enterprises Plc” to be replaced with “NYMR Plc.”

3.6.2 In Schedule 7, Part 2, Paragraph 3.3, clause (a), “North Yorkshire Moors Railway Enterprises Plc” to be replaced with “NYMR Plc.”

3.6.3 Appendix 7C of Schedule 7 to be deleted in its entirety and replaced with the following:

Default Train Consist Data

TRAIN SERVICE CODE	TYPE OF TRAIN MOVEMENT	DEFAULT TRAIN CONSIST DATA
22241000	Train movement(s) between Grosmont and Whitby	Steam locomotive, tender and 5 Mk 1 coaches

3.7 On the final page (“signed by”), “North Yorkshire Moors Railway Enterprises Plc to be replaced with “NYMR Plc.”

3.8 In the End Notes, “North Yorkshire Moors Railway Enterprises Plc” to be replaced with “NYMR Plc.”

4. 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 with effect from and including the Effective Date and during the period in which the amendments made by the 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.

5. LAW

This Supplemental Agreement shall be governed by, construed, and given effect to in all respects in accordance with English law.

6. 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.

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.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.



SIGNED by...

Print name.....Matthew Rice

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by.....

Print name.....Matthew Green.....

Duly authorised for and on behalf of
NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC Now NYMR PLC