

# 39th 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 39TH SUPPLEMENTAL AGREEMENT is dated [ ] and made

**etween:**

- 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.

**ackground:**

- 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 Principal Change Date (PCD) 2023 (10<sup>th</sup> December 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**

**3.1.1** In table 2.1 of Schedule 5, the table relating to service 536: Glasgow / Edinburgh – Dundee / Arbroath shall be deleted in its entirety and replaced by the table in appendix A.

**3.1.2** In table 2.1 of Schedule 5, the table relating to service 537: Aberdeen - Montrose shall be deleted in its entirety and replaced by the table in appendix B.

**3.1.3** In table 2.1 of Schedule 5, the table relating to service 540: Glasgow - Aberdeen shall be deleted in its entirety, including footnotes, and replaced by the table in appendix C, including footnotes.

**3.2** Table 2.2 of Schedule 5 shall be deleted in its entirety and be replaced by the table in appendix D.

## **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.

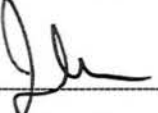
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**IN WITNESS WHEREOF** this Supplemental Agreement comprising this and the foregoing pages and Appendices are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Liam Sumpter  at 151 St Vincent St, Glasgow on 04 December 2023 in the presence of

Witness:   
\_\_\_\_\_  
Full Name: Iain Alexander Shields  
\_\_\_\_\_  
Address: 151 St Vincent St, Glasgow  
\_\_\_\_\_  
G2 5NW  
\_\_\_\_\_

SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by Derek Marchant at  Atrium Court, Glasgow on 06 December 2023 in the presence of:-

Witness:   
\_\_\_\_\_  
Full Name: John Kerr  
\_\_\_\_\_  
Address: 50 Waterloo Street, Atrium  
Court, Glasgow, G4 2HQ  
\_\_\_\_\_

## Appendix A

Table 2.1: Passenger Train Slots

1						2		
Service Group HA01: Express								
Service 536: Glasgow / Edinburgh – Dundee / Arbroath						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Arbroath	Glasgow Queen Street High Level	Perth	1.14	23536003	170	1	1	0
Dundee	Edinburgh Waverley	Kirkcaldy	1.70	23536003	158	15	16	7
Dundee	Glasgow Queen Street High Level	Perth	1.71	23536003	158	5	5	0
Perth	Glasgow Queen Street High Level	Stirling	1.72	23536003	158	1	1	0
Edinburgh Waverley	Dundee	Kirkcaldy	1.73	23536003	158	16	15	6
Glasgow Queen Street High Level	Arbroath	Perth	1.74	23536003	158	1	1	0
Glasgow Queen Street High Level	Dundee	Perth	1.75	23536003	158	5	5	0
Glasgow Queen Street High Level	Perth	Stirling	1.76	23536003	158	2	2	0
Dundee	Arbroath	Carnoustie		23536003		4	4	0
Arbroath	Dundee	Carnoustie		23536003		6	6	0



**Appendix B**

Table 2.1: Passenger Train Slots

1						2		
Service Group HA01: Express								
Service 537: Aberdeen - Montrose						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Montrose	Aberdeen	Stonehaven		23537003		10	10	0
Aberdeen	Montrose	Stonehaven		23537003		10	10	0

## Appendix C

Table 2.1: Passenger Train Slots

1						2		
Service Group HA01: Express								
Service 540: Glasgow – Aberdeen						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Dundee	Aberdeen2	Stonehaven	1.0	23540003	158	2	2	0
Glasgow Queen Street High Level	Aberdeen3	Stirling	1.1	23540003	170	16	16	10
Glasgow Queen Street High Level	Dundee1	Stirling	1.4	23540003	158	0	0	1
Perth	Aberdeen4	Stonehaven	1.6	23540003	158	1	1	0
Aberdeen	Glasgow Queen Street High Level	Stirling	1.8	23540003	170	16	16	10
Aberdeen	Perth	Stonehaven	1.9	23540003	158	1	1	1
Dundee	Glasgow Queen Street High Level	Stirling	1.12	23540003	158	0	0	1

1 The Train Operator must make an Access Proposal to combine 1 Sunday Train Slot with the corresponding Train Slot in Service Group HA01, Service 541, Description 1.20 to provide a through journey to Aberdeen.

2 The Train Operator must make an Access Proposal to combine 1 Weekday and 1 Saturday Train Slot with the corresponding Train Slot in Service Group HA04, Service 547, Description 4.51, to provide a through journey to Inverness.

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3 The Train Operator must make an Access Proposal to combine 1 Weekday Train Slot with 1 Weekday Train Slot with the corresponding Train Slots in Service Group HA04, Service 547, Description 4.51, to provide a through journey to Inverness.

4 The Train Operator must make an Access Proposal to combine 1 Weekday and 1 Saturday Train Slot with the corresponding Train Slots in Service Group HA04, Service 547, Description 4.52, to provide a through journey to Inverurie.

## Appendix D

Table 2.2: Additional Passenger Train Slots

1					2		
Service Group HA01: Express							
Service 536 – Glasgow / Edinburgh – Dundee / Arbroath					Passenger Train Slots		
From	To	Via	Description	TSC	Total weekday	Saturday	Sunday
Edinburgh Waverley	Dundee	Kirkcaldy		23536003	2	3	0
Glasgow Queen Street High Level	Dundee	Perth		23536003	9	9	0
Perth	Arbroath	Dundee		23536003	2	1	0
Dundee	Edinburgh Waverley	Kirkcaldy		23536003	3	2	0
Dundee	Glasgow Queen Street High Level	Perth		23536003	9	9	0

Table 2.2: Additional Passenger Train Slots

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 1	Dunbar	Musselburgh	2.20	23584003	380-4	1	0	0

1 From the Subsidiary Change Date 2024 this right will revert to “Not used”.

Table 2.2: Additional Passenger Train Slots

1						2				
Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Westbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Lanark	Glasgow Central High Level	Wishaw, Shieldmuir, Bellshill	8.65	23563015	75EMUAC	7	0	7	0	0

Table 2.2: Additional Passenger Train Slots

1						2				
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Service Group HA08: North Electrics & Argyle Line										
Service 563: Argyle Line (Eastbound)										
From	To	Via	Description	TSC	Timing Load	Total week-day	Peak	Off-peak	Saturday	Sunday
Glasgow Central High Level	Lanark	Bellshill, Shieldmuir, Wishaw	8.101	23563015	75EMUAC	6	0	6	6	0