

**54TH SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**TRANSPENNINE TRAINS LIMITED**

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**54th Supplemental Agreement to the TRACK ACCESS CONTRACT (PASSENGER SERVICES) between Network Rail Infrastructure Limited and Transpennine Trains Limited**

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**THIS 54<sup>th</sup> SUPPLEMENTAL AGREEMENT** is dated 07<sup>th</sup> November 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) **TRANSPENNINE TRAINS LIMITED**, (the "**Train Operator**"), a company registered in England under number 12544930 having its registered office at Great Minster House, 2<sup>nd</sup> Floor Franchise Resilience and Mobilisation Team, 33 Horseferry Road, London, SW1P 4DR.

**WHEREAS:**

- (A) Network Rail and First Transpennine Express Limited entered into a Track Access Contract (Passenger Services) dated 3 March 2016, as amended by various supplemental agreements each in a form approved by ORR (which track access contract is hereafter referred to as the "**Contract**").
- (B) On 28 May 2023, the rights and obligations of First Transpennine Express Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 28 May under Schedule 2 of the Railways Act 2005.
- (C) Network Rail and the Train Operator (the "**Parties**", and each a "**Party**") 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 the 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 upon which the ORR 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 pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 at the beginning of the Contract, in the section setting out the names and address of the parties to the Contract, the name and registered office of First Transpennine Express Limited shall be deleted and replaced with the following:

"Transpennine Trains Limited, a company registered in England under number 12544930 having its registered office at Great Minster House, 2<sup>nd</sup> Floor Franchise Resilience and Mobilisation Team, 33 Horseferry Road, London, SW1P 4DR (the "Train Operator")."

- 3.2 in Clause 1.1 (*Definitions*) of the Contract:
- 3.2.1 the definition of "Franchise Agreement" shall be deleted;
- 3.2.2 the definition of "Franchisee" shall be deleted and replaced with the following:
- ""**Franchisee**" means Transpennine Trains Limited;"
- 3.2.3 a new definition of "Service Contract" shall be inserted after the definition of "Services" as follows:
- ""**Service Contract**" means the service contract referred to in paragraph 3 of Schedule 3;"
- 3.3 Schedule 1 (*Contact Particulars*) of the Contract shall be deleted in its entirety and replaced with the form of Schedule 1 set out in Appendix 1 to this Supplemental Agreement;
- 3.4 paragraph 3 of Schedule 3 (*Collateral Agreements*) of the Contract shall be deleted and replaced with the following paragraph:
- "A service contract between (1) the Train Operator (2) the Secretary of State for Transport and (3) DfT OLR Holdings Limited under the Act under which the Train Operator undertakes to provide or procure the provision of all or a material part of the Services"
- 3.5 in paragraph 1.1(g) of Schedule 6 (*Events of Default, Suspension and Termination*) of the Contract, the words "Franchise Agreement" shall be deleted and replaced with the words "Service Contract".

#### 4. **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.

#### 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** whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written

**SIGNED BY** *P. James* .....

**PRINT NAME** .....Phil James .....

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED BY** *Chris Jackson* .....

**PRINT NAME** .....CHRIS JACKSON .....

Duly authorised for and on behalf of

**TRANSPENNINE TRAINS LIMITED**

## APPENDIX 1

### SCHEDULE 1: CONTACT PARTICULARS

1. Network Rail's address for service of notices is:

Network Rail Infrastructure Limited  
Waterloo General Office  
London  
SE1 8SW

Tel: 020 7904 4001

Email: [notices@networkrail.co.uk](mailto:notices@networkrail.co.uk)

All written notices to be marked:

"URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR"

and copied to:

Managing Director, London North Western  
Network Rail  
Floor 1, Baskerville House  
Centenary Square  
Birmingham  
B1 2ND  
Tel: 0330 854 0128

2. The Train Operator's address for the service of notices is:

Transpennine Trains Limited  
Great Minster House  
2nd Floor Franchise Resilience and Mobilisation Team  
33 Horseferry Road  
London  
SW1P 4DR

All written notices to be marked:

"URGENT: ATTENTION COMPANY SECRETARY"

and copied to:

(a) The Secretary of State  
Department for Transport  
Great Minster House  
33 Horseferry Road  
London  
SW1P 4DR

and

(b) TransPennine Trains Limited  
8th Floor, Bridgewater House  
60 Whitworth Street  
Manchester  
M1 6LT

All written notices to be marked:

“URGENT: ATTENTION OF THE MANAGING DIRECTOR OF  
TRANSPENNINE TRAINS LIMITED”