

# EIGHTEENTH SUPPLEMENTAL AGREEMENT

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**TRENITALIA c2c LIMITED (trading as c2c)**

as Train Operator

Relating to the Track Access Contract dated 3 March 2017

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**THIS EIGHTEENTH SUPPLEMENTAL AGREEMENT** is dated 7 December 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) **TRENITALIA c2c LIMITED (trading as c2c)** a company registered in England under number 07897267 having its registered office Floor 7, Centennium House, 100 Lower Thames Street, EC3R 6DL (the “Train Operator”).

**WHEREAS:**

- (A) Network Rail and NXET Trains Limited entered into a Track Access Contract (Passenger Services) dated 3<sup>rd</sup> March 2017 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act.
- (B) The rights and obligations of NXET Trains Limited were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport under Schedule 2 of the Railways Act (2005) (which track access contract is hereafter referred to as the “Contract”).
- (C) 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:

- (A) 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;
- (B) “Effective Date” means the later of:
  - (1) 02.00 on the Principal Change Date 2023; and
  - (2) 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**

- 2.1 The amendments made to the Contract as set out in paragraph 3 of this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the contract.

**3. AMENDMENTS TO THE CONTRACT**

- 3.1 The definition of “**Expiry Date**” to be deleted and replaced with:

“**Expiry Date**” means Principal Change Date 2025;’

- 3.2 Schedule 5 of the Contract shall be amended as follows:

- 3.3 In Table 2.1 ‘Passenger Train Slots’ tables Service Group HT01p and HT01op and the footnotes to Table 2.1 shall be deleted in their entirety and replaced with the versions contained in the Annex A to this Supplemental Agreement.

**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 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 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.

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

**SIGNED** by )  
 )  
duly authorised for and on behalf of )  
**NETWORK RAIL** )  
**INFRASTRUCTURE LIMITED** )



Katie Frost, Route Director, Anglia

**SIGNED** by )  
 )  
duly authorised for and on behalf of )  
**TRENITALIA c2c LIMITED (trading as c2c)** )



ROBERT MULLEN, MANAGING DIRECTOR  
TRENITALIA c2c

Annex A

SCHEDULE 5 Table 2.1

1		2									
Service Group HT01p and HT01op											
Service description											
From	To	Via	Description	TSC	Timing Load	Passenger Train Slots			Weekday	Saturday	Sunday
						Morning Peak	Evening Peak	Off-Peak times			
London Street	Fenchurch	Shoeburyness	1.1	21936004 26936004	357	0	21	45	66	40	8
Shoeburyness	London Street	Fenchurch	1.2	21936004 26936004	357	2	0	47	59	39	8
Thorpe Bay	London Street	Fenchurch	1.3	21936004 26936004	357	2	0	1	3	0	0
London Street	Fenchurch	Southend Central	1.4	21936004 26936004	357	1	2	3	6	0	0
Southend Central	London Street	Fenchurch	1.5	21936004	357	1	0	1	2	0	0
Laindon	London Street	Fenchurch	1.6	21936004 26936004	357	4	0	0	4	0	0
London Street	Fenchurch	Laindon	1.7	21936004 26936004	357	0	0	3	3	0	0
London Street	Fenchurch	Leigh on Sea	1.8	21936004 26936004	357	0	0	1	1	0	0
Leigh on Sea	Fenchurch Street	Laindon	1.9	21936004 26936004	357	4	0	1	5	0	0
London Street	Fenchurch	Shoeburyness	2.1	27936004 28936004	357	0	0	0	0	2	0
Shoeburyness	London Street	Fenchurch	2.2	27936004 28936004	357	0	0	2	2	0	0
Thorpe Bay	London Street	Fenchurch	2.3	28936004 27936004	357	1	0	0	1	0	0
Southend Central	London Street	Fenchurch	2.4	27936004 28936004	357	2	0	1	3	0	0
London Street	Fenchurch	Pitsea	2.5	27936004 28936004	357	0	7	2	9	0	0

1												
Service Group HT01p and HT01op												
Service description												
From	To	Via	Description	TSC	Timing Load	Passenger Train Slots			Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak	Peak times				
Pitsea	London Street	Fenchurch	Rainham	27936004 28936004	357	2.6	6	0	7	13	0	0
London Street	Fenchurch	Grays	Rainham	27936004 28936004	357	2.7	0	2	34	36	35	29
Grays	London Street	Fenchurch	Rainham	27936004 28936004	357	2.8	1	0	28	29	36	30
Barking	London Street	Grays	Rainham	27936004	357	2.9	0	0	2	2	1	0
London Street	Fenchurch	Shoeburyness	Ockendon	24936004	357	3.1	0	0	10	10	39	32
Shoeburyness	London Street	Fenchurch	Ockendon	24936004	357	3.2	0	0	0	0	37	33
London Street	Fenchurch	Southend Central	Ockendon	24936004	357	3.3	0	1	17	18	0	0
Southend Central	London Street	Fenchurch	Ockendon	24936004	357	3.4	1	0	21	22	1	0
Thorpe Bay	London Street	Fenchurch	Ockendon	24936004	357	3.5	0	0	5	5	0	0
London Street	Fenchurch	Pitsea	Ockendon	24936004	357	3.6	0	1	5	6	0	0
Pitsea	London Street	Fenchurch	Ockendon	24936004	357	3.7	0	0	2	2	0	0
London Street	Fenchurch	Grays	Ockendon	24936004	357	3.8	0	6	1	7	0	0
Grays	London Street	Fenchurch	Ockendon	24936004	357	3.9	11	0	5	14	0	0
Barking	Southend Central	Southend Central	Ockendon	24936004	357	3.10	0	0	1	1	0	0
Southend Central	Shoeburyness	Barking	Ockendon	24936004	357	3.11	0	0	0	0	0	0
Shoeburyness	London Street	Liverpool Street	Laindon	21936004	357	4.1	0	0	0	0	31	28
London Liverpool Street	Shoeburyness	Shoeburyness	Laindon	21936004	357	4.2	0	0	0	0	31	28
Barking	Shoeburyness	Shoeburyness	Ockendon	24936004	357	4.3	0	0	0	0	1	1
Shoeburyness	Barking	Barking	Ockendon	24936004	357	4.4	0	0	0	0	1	0

<sup>1</sup>The rights of the Train Operator to operate the Services between London Liverpool Street and Shoeburyness shall expire at 01:59hrs on the Principal Change Date in 2025

