

# Seventh Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**EAST COAST TRAINS LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services)  
dated 03 October 2016

**THIS SUPPLEMENTAL AGREEMENT** is dated 15 February 2023 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) **EAST COAST TRAINS LIMITED**, (the "Train Operator"), a company registered in England under number 08765536 having its registered office at 8<sup>th</sup> Floor, The Point, 37 North Wharf Road, London, W2 1AF.

**WHEREAS:**

- (A) Network Rail and East Coast Trains Limited entered into a Track Access Contract (Passenger Services) dated 3<sup>rd</sup> October 2016 following directions issued by the Office of Rail and Road pursuant to Section 17 of the Act (this track access contract is hereafter referred to as the "Contract").
- (B) Network Rail and the Train Operator wish to amend the Contract in order to amend Appendix 1 of Schedule 8 within the Contract to reflect revised berthing offsets in service group LD01.

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

In this Supplemental Agreement, 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.

**2. EFFECTIVE DATE AND TERM**

- 2.1 The amendments made 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.
- 2.2 "Effective Date" means the date of this Supplemental Agreement.

**3. RETROSPECTIVE EFFECT**

- 3.1 Notwithstanding the Effective Date the amendments shall be applied retrospectively from 00:01 on 26 June 2022.

**4. ORR – GENERAL APPROVAL**

- 4.1 This Supplemental Agreement is entered into pursuant to the Passenger Access (Short

Term Timetable and Miscellaneous Changes) General Approval 2009.

**5. AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 4.1 Appendix 1 of Schedule 8 will be deleted and replaced in its entirety with the version set out as Annex 1 to this Supplemental Agreement.

The parties are seeking to make this amendment in order to adjust values in columns B and D of Appendix 1 to neutralise the impact of changes made to berthing offsets.

**6. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE AGREEMENT**

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.

**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.

**8. LAW**

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

**9. COUNTERPARTS**

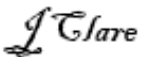
This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

**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 

Print name: Paul Rutter

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by 

Print name: Jen Clare

Duly authorised for and on behalf of  
**EAST COAST TRAINS LIMITED**

**ANNEX 1**  
**APPENDIX 1 OF SCHEDULE 8**

A	B	C	D	E	F	G	H		I	J	K						
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting						
	Performance Point	Payment Rate	Performance Point	Payment Rate													
LD01  London King's Cross – Newcastle – Edinburgh  All Trains	2019-20 [Redacted]	[Redacted]	[Redacted]	[Redacted]	150	270	21499320	London King's Cross – Newcastle – Edinburgh	Forward	LONDON KINGS CROSS	[Redacted]						
	2020-21 [Redacted]																[Redacted]
	2021-22 [Redacted]																[Redacted]
	2022-23 [Redacted]																[Redacted]
	2023-24 [Redacted]																[Redacted]
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