

# Fifteenth 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 3<sup>rd</sup> October 2016

**CONTENTS**

1.	INTERPRETATION	1
2.	ORR GENERAL APPROVAL	2
3.	EFFECTIVE DATE AND TERM	2
4.	AMENDMENTS TO THE CONTRACT	2
5.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	2
6.	THIRD PARTY RIGHTS	2
7.	LAW	2
8.	COUNTERPARTS	2

**THIS SUPPLEMENTAL AGREEMENT** is dated 16 October 2024 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 ("Network Rail"); 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) The parties propose to enter into this Supplemental Agreement in order to amend the Default Train Consist Data in Appendix 7C of Schedule 7.

**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; and

(B) "Effective Date" means the 24<sup>th</sup> October 2023

2. **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

3. **EFFECTIVE DATE AND TERM**

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.

#### 4. **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

In Schedule 7, Appendix 7C – Default Train Consist Data, the table shall be deleted in its entirety and replaced with the following table:

<b>Train Service Code</b>	<b>Description</b>	<b>Default Train Consist</b>
21499320	London King's Cross – Newcastle – Edinburgh	Class 801 5-car EMU or equivalent as approved to fulfil the Investment Condition in Clause 3.8.1
21498200	Ancillary Movements	Class 801 5-car EMU or equivalent as approved to fulfil the Investment Condition in Clause 3.8.1
21499340	Newcastle – Edinburgh	Class 801 5-car EMU or equivalent as approved to fulfil the Investment Condition in Clause 3.8.1
21499330	London King's Cross – Newcastle	Class 801 5-car EMU or equivalent as approved to fulfil the Investment Condition in Clause 3.8.1

#### 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. **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.

#### 7. **LAW**

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

8. **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...

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**