

Twenty-fifth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

TRANSPORT UK EAST MIDLANDS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1st September 2020

THIS TWENTY-FIFTH SUPPLEMENTAL AGREEMENT is dated **18th December 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) **TRANSPORT UK EAST MIDLANDS LIMITED**, (the "Train Operator"), a company registered in England under number 09860485 having its registered office at 2nd floor St Andrew's House, 18-20 St Andrew Street, London, EC4A 3AG.

WHEREAS:

- (A) Network Rail and Transport UK East Midlands Limited entered into a Track Access Contract (Passenger Services) dated 1ST September 2020 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act (this track access contract is hereafter referred to as the "**Contract**").
- (B) The parties propose to enter into this Supplemental Agreement to amend the Contract as described herein.

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.

3.1 **ORR GENERAL APPROVAL**

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

3.2 **AMENDEMENTS TO THE CONTRACT**

In Appendix 1 of Schedule 8 of the Contract, the table for Service Group EM03, EM04, and EM05 shall be deleted and replaced with the table as set out in Annex A to this Supplemental Agreement.

Columns B and D within Appendix 1 of Schedule 8 are to be amended.

3. **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.

4. **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.

5. **LAW**

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

6. **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: MARK BUDDEN

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

Print name: Paul Barnfield

Duly authorised for and on behalf of
TRANSPORT UK EAST MIDLANDS LIMITED

EMR Twenty-fifth Supplemental Agreement

Annex A

APPENDIX 1 TO SCHEDULE 8

Appendix 1 to Schedule 8 6th 7th 13th 14th 15th 17th 18th 22nd 25th

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 (£)							
EM03 Liverpool - Norwich All Trains	2024-25 5.0063	{Redacted}	2.8336	{Redacted}	94	270	269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Forward	LIVERPOOL LIME STREET	0.1888
	2025-26 5.0596						269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Forward	MANCHESTER PICCADILLY	0.1175
	2026-27 5.0517						269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Forward	NOTTINGHAM	0.0496
	2027-28 5.0447						269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Forward	PETERBOROUGH	0.0679
	2028-29 4.8674						269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Forward	SHEFFIELD	0.0648
							269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Reverse	MANCHESTER PICCADILLY	0.1500
							269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Reverse	NORWICH	0.0857
							269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Reverse	NOTTINGHAM	0.1186
							269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Reverse	PETERBOROUGH	0.0500
							269	L'pool-Manchester-Sheffield-Nottgham-P'borough-Nor	Reverse	SHEFFIELD	0.1071
EM04 East Midlands Inter City All Trains	2024-25 3.5404	{Redacted}	1.2847	{Redacted}	45	180	150	London St Pancras - Derby - Sheffield (Fast)	Forward	DERBY	0.0407
	2025-26 3.5601						150	London St Pancras - Derby - Sheffield (Fast)	Forward	LEICESTER	0.0639
	2026-27 3.5775						150	London St Pancras - Derby - Sheffield (Fast)	Forward	LONDON ST PANCRAS INT	0.1555
	2027-28 3.5749						150	London St Pancras - Derby - Sheffield (Fast)	Reverse	DERBY	0.0924

OFFICIAL

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 (£)							
	2028-29 3.5315						150	London St Pancras - Derby - Sheffield (Fast)	Reverse	LEICESTER	0.0386
							150	London St Pancras - Derby - Sheffield (Fast)	Reverse	SHEFFIELD	0.1233
							153	London St Pancras - Nottingham (Fast)	Forward	LEICESTER	0.0582
							153	London St Pancras - Nottingham (Fast)	Forward	LONDON ST PANCRAS INT	0.1791
							153	London St Pancras - Nottingham (Fast)	Forward	NOTTINGHAM	0.0026
							153	London St Pancras - Nottingham (Fast)	Reverse	LEICESTER	0.0931
							153	London St Pancras - Nottingham (Fast)	Reverse	NOTTINGHAM	0.1526
EM05 East Midlands Inter Urban All Trains	2024-25 2.1525	{Redacted}	1.8095	{Redacted}	45	180	156	London St Pancras - Kettering/Corby (Semi-fast)	Forward	KETTERING	0.0080
	2025-26 2.1714						156	London St Pancras - Kettering/Corby (Semi-fast)	Forward	LONDON ST PANCRAS INT	0.4422
	2026-27 2.1695						156	London St Pancras - Kettering/Corby (Semi-fast)	Forward	LUTON	0.0498
	2027-28 2.1670						156	London St Pancras - Kettering/Corby (Semi-fast)	Reverse	CORBY	0.0264
	2028-29 2.1049						156	London St Pancras - Kettering/Corby (Semi-fast)	Reverse	KETTERING	0.2961
								156	London St Pancras - Kettering/Corby (Semi-fast)	Reverse	LUTON