

Tenth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

CALEDONIAN SLEEPER LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 2nd March 2018

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THIS 10th SUPPLEMENTAL AGREEMENT is dated the 29/01/2025 and made
BETWEEN

- (1) **Network Rail Infrastructure Limited**, a company registered in England under number 2904587, having its registered office at Waterloo General Office, London, SE1 8SW ("**Network Rail**"); and
- (2) **Caledonian Sleeper Limited**, a company registered in Scotland under company number SC328825, having its registered office at Basement and Ground Floor Premises, 1-5 Union Street, Inverness, Scotland, IV1 1PP (the "**Train Operator**").

BACKGROUND

- (A) Serco Caledonian Sleepers Limited and Network Rail entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "Contract") dated 2 March 2018 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 (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) On 25 June 2023 the rights and obligations of Serco Caledonian Sleepers Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by Scottish Ministers under Schedule 2 of the Railways Act 2005.
- (C) Network Rail and the Train Operator (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

- 1.1 In this Supplemental Agreement, unless the context otherwise requires, 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
- 1.2 "Effective Date" means: 00:00hrs on 02/02/2025

2 ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2025.

3 EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to 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.

4 AMENDMENTS TO THE CONTRACT

Appendix 1 to Schedule 8 of the Track Access Contract shall be deleted in its entirety and replaced with the version set out in Appendix A.

5 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 with effect from and including the date hereof 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 LAW

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

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

Signed by  HENRY BATES

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED



Signed by GRAHAM KELLY

Duly authorised for and on behalf of

CALEDONIAN SLEEPER LIMITED

APPENDIX A – Appendix 1 to 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							
ES01 Qualifying Sleepers All Trains	2024-2025 -	██████	██████	██████	270	270	556	London - Glasgow - Sleeper	Forward	London Euston	██████
	2025-2026 -	██████					556	London - Glasgow - Sleeper	Reverse	Glasgow Central	██████
	2026-2027 -	██████					557	London - Glasgow - Sleeper	Reverse	Edinburgh	██████
	2027-2028 -	██████					558	London - Inverness - Sleeper	Forward	London Euston	██████
	2028-2029 -	██████					558	London - Inverness - Sleeper	Reverse	Inverness	██████
							570	London - Inverness - Sleeper	Reverse	Fort William	██████
							559	London - Inverness - Sleeper	Reverse	Aberdeen	██████