

# Thirteenth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**TYNE AND WEAR PASSENGER EXECUTIVE  
(AS NEXUS)**  
as Train Operator

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**relating to amendments to a Track Access  
Contract (Passenger Services) dated 22<sup>nd</sup> December 1999**

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**THIS SUPPLEMENTAL AGREEMENT is dated 23 December 2024 and made between:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at Waterloo General Office, London, SE1 8SW ("**Network Rail**"); and
- (2) **TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE ("Nexus")**, of Nexus House, St James' Boulevard, Newcastle-upon-Tyne, NE1 4AX (the "**Train Operator**").

**Background:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 22<sup>nd</sup> December 1999 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) 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 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 upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

**3. AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 In Schedule 5 Part 2 paragraph 1 Passenger Train Slots:

- 3.1.1 The following footnote shall be added to clause 1.1:

"<sup>1</sup> Until regenerative braking on all Class 555 Units has been enabled, for services formed solely of Class 555 Units a maximum of 5 Tyne and Wear Metro Passenger Trains per hour in each direction may be operated between Pelaw and South Hylton, subject to operational arrangements governing special events. Subject to Paragraph 12 of Part 2 of this Schedule 5, increasing the service level beyond 5 trains per hour will require the completion of a power supply assessment and the presence of suitable supporting infrastructure. For the avoidance of doubt the restrictions in this footnote do not apply if the service is formed solely of Class 599 Metrocars."

3.2 In Schedule 5 Part 2 paragraph 8 Stabling and Ancillary Movements:

3.2.1 clause 8.1 shall be deleted in its entirety and replaced with the following clause:

“8.1 Nexus shall have the right, subject to Network Rail’s Flexing Right, to use the siding at Sunderland station for the Specified Equipment with a length of no more than 60 metres for stabling purposes.”

3.2.2 clause 8.2 shall be deleted in its entirety and replaced with the following clause:

“8.2 Nexus shall be entitled to Bid for the right, but shall have no Firm Contractual Right, to operate Ancillary Movements on the Route using Specified Equipment of a length of up to 120 metres for the sole purpose of positioning Specified Equipment to enable Nexus to operate the services. Nexus shall be entitled to Bid for such rights in respect of operations on any day during the hours specified in paragraph 2 when it has firm contractual rights to operate services and at other times subject to the Rules of the Route.”

4.2 In Schedule 5 Part 3 The Specified Equipment:

4.2.1 paragraph 1 Rolling Stock clause 1.1 shall be deleted in its entirety and replaced with the following clause:

“1.1 Nexus has the right to operate the Services using the following Specified Equipment provided that the necessary route clearance for the Specified Equipment has been obtained from Network Rail:

Tyne and Wear Metro Passenger Train (Class 599 Metrocar)  
Tyne and Wear Metro Passenger Train (Class 555 Unit)<sup>1</sup>

<sup>1</sup> Regenerative braking must not be enabled on any of the Class 555 Units when operating on Network Rail infrastructure”

4.2.2 the words set against paragraph 2 Train Length shall be deleted and replaced with the following words:

“Save in respect of the Ancillary Movements referred to in paragraph 8.2 Part 2, which may be operated by Specified Equipment of a length of up to 120 metres, train movements shall be operated by Specified Equipment of a length no greater than 60 metres.”

**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 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.

## **5. LAW**

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

## **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. 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 one and the same instrument.

**IN WITNESS** of which Network Rail and the Train Operator have, by their duly authorised representatives, respectively 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..... COLIN WHITTLE .....

Duly authorised for and on behalf of

**TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE (“Nexus”)**