

Thirty-first Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

**GRAND CENTRAL RAILWAY COMPANY
LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 1st August 2014

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THIS THIRTY-FIRST SUPPLEMENTAL AGREEMENT is dated 24 March 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) **GRAND CENTRAL RAILWAY COMPANY LIMITED**, (“Train Operator”).), a company registered in England under number 3979826 having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 1st August 2014 following directions issued by the Office of Rail and Road (“ORR”) 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 the terms described below.

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 Principal Change Date in December 2038.
- 2.2 Effective Date means the date on which the ORR 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 Clause 1.1:

- (i) The definition of “Expiry Date” shall be deleted and replaced with:

“Expiry Date” means the 01:59 on the Principal Change Date, 2038

3.2 Clause 3 in the front section of the contract (“Conditions precedent and duration”) shall be deleted in its entirety and replaced as set out in Annex 1 to this Supplemental Agreement.

3.3 Paragraph 5.1 (a) of Schedule 5 of the contract shall be deleted in its entirety and replaced with the following entry:

- (a) Firm Rights to operate the following railway vehicles:

Class 180 Diesel Multiple Unit

Class 221

██████████ or equivalent

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 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. **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.

6. **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.

7. **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 Paul Hutchings

Duly authorised for and on behalf of
GRAND CENTRAL RAILWAY COMPANY LIMITED

ANNEX 1

3 CONDITIONS PRECEDENT AND DURATION

3.1 Effective date

The provisions of this contract, other than Clause 5, take effect from the later of the signature of this contract and 1 August 2014.

3.2 Conditions precedent to Clause 5

Clause 5 shall take effect when the following conditions precedent have been satisfied in full:

- (a) to the extent required by the Act and/or the Railways (Licensing of Railway Undertakings) Regulations 2005, the Train Operator is authorised to be the operator of trains for the provision of the Services by:
 - (i) a licence granted under section 8 of the Act; and/or
 - (ii) a European licence and corresponding SNRP;
- (b) Network Rail is authorised by a licence granted under section 8 of the Act to be the operator of that part of the Network comprising the Routes or is exempt from the requirement to be so authorised under section 7 of the Act;
- (c) each of the Collateral Agreements is executed and delivered by all the parties to each such agreement and is unconditional in all respects (save only for the fulfilment of any condition relating to this contract becoming unconditional);
- (d) each of the parties has, as necessary, a valid safety certificate or safety authorisation as required by the Railways and Other Guided Transport Systems (Safety) Regulations 2006 and has established and is maintaining a safety management system which meets the requirements of those Regulations; and
- (e) the provisions of this contract, other than Clause 5, have taken effect in accordance with Clause 3.1.

3.3 Obligations to satisfy conditions precedent to Clause 5

Each party shall use all reasonable endeavours to secure that the following conditions precedent are satisfied as soon as practicable, and in any event not later than the Longstop Date:

- (a) in the case of Network Rail, the conditions precedent contained in Clause 3.2(b) and, insofar as within its control, Clauses 3.2(c) and 3.2(d); and
- (b) in the case of the Train Operator, the conditions precedent contained in Clause 3.2(a) and, insofar as within its control, Clauses 3.2(c) and 3.2(d).

3.4 Consequences of non-fulfilment of conditions precedent to Clause 5

If the conditions precedent set out in Clause 3.2 have not been satisfied in full on or before the Longstop Date:

- (a) this contract shall lapse save for the obligations of confidence contained in Clause 14 which shall continue in force; and
- (b) neither party shall have any liability to the other except in respect of any breach of its obligations under this contract.

3.5 Expiry

This contract shall continue in force until the earliest of:

- (a) lapse under Clause 3.4;
- (b) termination under Schedule 6;
- (c) 0159 hours on the Expiry Date;
- (d) 1700 hours on 30th April 2028 if the Train Operator fails to obtain written confirmation from ORR that it has entered into a contract as set out in Clause 3.8.1 by 1700 hours on 30th April 2028; and
- (e) 0159 hours on the Principal Change Date in 2032, if the Train Operator has not commenced operation of the new rolling stock as specified in Clause 3.8.1 by that date.

3.6 Suspension and termination

Schedule 6 shall have effect.

3.7 Amendments of dates in Clause 3.5

ORR shall be entitled by issuing a notice to the parties to modify:

- (a) the Longstop Date; and
- (b) the dates in Clause 3.5(d); and
- (c) the dates in Clause 3.5 (e).

3.8 Rolling stock

3.8.1 The Train Operator shall (in sufficient time to enable ORR to comply with Clause 3.8.2 below) provide ORR with evidence that it has entered into a contract scheduled to expire on or after the Expiry Date, to procure a minimum of nine new-build trains each with:

- (i) at least bi-mode power traction;
- (ii) capability to operate at 125mph on the East Coast Mainline; and
- (iii) capability to at least meet the Sectional Running Times (SRTs) for

Class 180 rolling stock.

- 3.8.2 The Train Operator shall obtain from ORR written confirmation that the Train Operator has entered into a contract as set out in Clause 3.8.1 above.