

# Seventy Eighth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**ABELLIO EAST ANGLIA LIMITED**

as Train Operator

Relating to the Track Access Contract dated December  
10<sup>th</sup> 2004

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**THIS SEVENTY-EIGHTH SUPPLEMENTAL AGREEMENT** is dated 13<sup>th</sup> SEPTEMBER 2019 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN, and
- (2) **ABELLIO EAST ANGLIA LIMITED**, (the "Train Operator"), a company registered in England under number 07861414 having its registered office at St Andrew's House, 2<sup>nd</sup> Floor, 18-20 St Andrew's Street, London, EC4A 3AG

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 10<sup>th</sup> December 2004 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 each in a form approved by ORR pursuant to section 22 of the Act and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (which track access contract 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**

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;
- (B) "Effective Date" means the 02.00 15 September 2019.

**2. EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

**3. GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

**4. AMENDMENTS TO SCHEDULE 7**

In Appendix 7C, the Default Train Consist data table for Service Group EB07 West Anglia Inner shall be deleted in its entirety and replaced with the versions contained in the Appendix to this Supplemental Agreement.

**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 M. BUDDEN  
Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by... 

Print name... JAMIE BURLES  
Duly authorised for and on behalf of  
**ABELLIO EAST ANGLIA LIMITED**

## APPENDIX

### APPENDIX 7C

#### Default train consist data

Service Group EB07 West Anglia Inner		
TRAIN SERVICE CODE	TYPE OF TRAIN MOVEMENT	DEFAULT TRAIN CONSIST DATA
21912000	Train Movements between Liverpool Street and Cheshunt via Southbury (Off Peak)	1 Class 317 (1 motor unit & 3 trailers)
21920000	Train Movements between Liverpool Street and Hertford East via Tottenham Hale (Off Peak)	1 Class 317 (1 motor unit & 3 trailers)
21920000	Train Movements between Stratford and Meridian Water (Off Peak)	2 Class 317 (2 motor units & 6 trailers)
25912000	Train Movements between Liverpool Street and Cheshunt via Southbury. (Peak)	2 Class 317 (2 motor units & 6 trailers)
25920000	Train Movements between Liverpool Street and Hertford East via Tottenham Hale (Peak)	2 Class 317 (2 motor units & 6 trailers)
21916400	Non revenue earning trains <sup>1</sup>	1 Class 317 (1 motor unit & 3 trailers)
21916401	VSTP Non revenue earning trains <sup>1</sup>	1 Class 317 (1 motor unit & 3 trailers)

#### Notes to table

- <sup>1</sup> Covers all train movements of multiple units made pursuant to a Timetable Variation, which do not fall under other types of train movements included in this table.

