

82nd SUPPLEMENTAL AGREEMENT

DATED

17th April 2019

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

-and-

First MTR South Western Trains Limited

**Relating to amendments to the
Track Access Contract (Passenger Services)
dated 20th May 2004**

THIS 82nd SUPPLEMENTAL AGREEMENT is dated the 17th April 2019 and made;

BETWEEN

- (1) Network Rail Infrastructure Limited, a company registered in England under number 2904587, having its registered office at 1 Eversholt Street, London NW1 2DN ("**Network Rail**"); and
- (2) **First MTR South Western Trains Limited** a company registered in England and Wales under number 07900320, having its registered office at 4th Floor, Capital House, 25 Chapel Street, London NW1 5DH (the "**Train Operator**").

WHEREAS

- (A) Network Rail and South West Trains Limited entered into a Track Access Contract (Passenger Services) dated 20 May 2004 in a form approved by the Office of Rail and Road ("ORR") 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 (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The rights and obligations of South West Trains Limited under the Contract were transferred to Stagecoach South Western Trains Limited pursuant to a transfer scheme made by the Secretary of State for Transport on 4 February 2007 under Schedule 21 of the Transport Act 2000.
- (C) The rights and obligations of Stagecoach South Western Trains Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 20 August 2017 under Schedule 2 of the Transport Act 2005.
- (D) The parties now propose to enter into this Supplemental Agreement to vary the Contract in the manner and on the terms set out below.

IT IS AGREED AS FOLLOWS:

INTERPRETATION

In this Supplemental Agreement, unless the context otherwise requires:

- 1) words and phrases defined in, and rules of interpretation set out in, the Agreement shall have the same meaning and effect when used in this Supplemental Agreement.
- 2) "**Effective Date**" means the later of:

- i) the date of the date of this Supplemental Agreement; and
- ii) the 19th April 2019

EFFECTIVE DATE

Notwithstanding the date on which the parties signed this Supplemental Agreement, it shall take effect on the Effective Date.

ORR GENERAL APPROVAL

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

AMENDMENTS TO THE AGREEMENT

Amendments to Clause 1

In Clause 1.1, "Definitions", the definition of "Expiry Date" shall be amended to read as follows:

"Expiry Date" means 01:59, on the 21st April 2019;

GENERAL

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.

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.

LAW

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

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



Print name Andy Thomas

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by

Print name

Duly authorised for and on behalf of
FIRST MTR SOUTH WESTERN TRAINS LIMITED

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

Print name

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by



Print name

ANDY MELLOR

Duly authorised for and on behalf of
FIRST MTR SOUTH WESTERN TRAINS LIMITED