

Sixtieth 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
10th 2004

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THIS SIXTIETH SUPPLEMENTAL AGREEMENT is dated 17th May 2017 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 2nd Floor 1 Ely Place, London, EC1N 6RY

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 10th December 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 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 Appendix One of Schedule 8 to reflect revised Network Rail Benchmarks.

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 02:00 28th May 2017

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. **ORR – 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 THE CONTRACT**

4.1 In Schedule 8 Appendix 1 the entries for Service Groups EB02 and EB05 shall be deleted and replaced with those set out in Appendix 1.

4.2 The locations affected by these changes shall be listed in Annex 2.

5. **GENERAL**

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. **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..... .....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..... .....

Print name..... .....

Duly authorised for and on behalf of
ABELLIO EAST ANGLIA LIMITED

														943	Liv Street - Wickford/Southminster/Southend Vic	Reverse	Wickford	⌘
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A	B			C	D	E	F			G	H	I	J	K	L		M	N	O
Service Group	Network Rail			Train Operator			Performance Point	Performance Point			Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting		
	Performance Point			Payment Rate				Payment Rate											
	Not Used	Not Used	Total	Not Used	Not Used	Total		Not Used	Not Used	Total									
EB05 Anglia Locals All Trains	2014-15	⌘				⌘	⌘					90	270	891	Ipswich - Saxmundham - Lowestoft	Forward	Ipswich	⌘	
	2015-16	⌘				⌘	⌘							891	Ipswich - Saxmundham - Lowestoft	Reverse	Lowestoft	⌘	
	2016-17	⌘				⌘	⌘							893	Ipswich - Felixstowe	Forward	Ipswich	⌘	
	2017-18	⌘				⌘	⌘							893	Ipswich - Felixstowe	Reverse	Felixstowe	⌘	
	2018-19	⌘				⌘	⌘							894	Harwich P Qy - B St Edmunds / Cambridge - P/Boro	Forward	Bury St Edmunds	⌘	
															894	Harwich P Qy - B St Edmunds / Cambridge - P/Boro	Forward	Ipswich	⌘
															894	Harwich P Qy - B St Edmunds / Cambridge - P/Boro	Reverse	Bury St Edmunds	⌘
															894	Harwich P Qy - B St Edmunds / Cambridge - P/Boro	Reverse	Peterborough	⌘
															894	Harwich P Qy - B St Edmunds / Cambridge - P/Boro	Reverse	Cambridge	⌘
															895	Norwich - Lowestoft	Forward	Norwich	⌘
															895	Norwich - Lowestoft	Reverse	Lowestoft	⌘
															896	Norwich - Acle / Reedham - Great Yarmouth	Forward	Norwich	⌘
															896	Norwich - Acle / Reedham - Great Yarmouth	Reverse	Great Yarmouth	⌘
															897	Norwich - Cromer / Sheringham	Forward	Norwich	⌘
														897	Norwich - Cromer / Sheringham	Reverse	Cromer	⌘	
														899	Norwich - Cambridge	Forward	Ely	⌘	
														899	Norwich - Cambridge	Forward	Cambridge	⌘	
														899	Norwich - Cambridge	Reverse	Ely	⌘	
														899	Norwich - Cambridge	Reverse	Norwich	⌘	

Annex 2:

Combined Inputs

Sgroup	Location	%age change in lateness	Cost to NR if benchmark unchanged
EB05A	Cromer	-0.430%	-£4,273.93
EB02O	North Fambridge	0.266%	-£26,866.16
EB02P	North Fambridge	0.301%	£9,537.17