

# 68th SUPPLEMENTAL AGREEMENT

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

And

**ARRIVA RAIL LONDON LIMITED**  
as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 9<sup>th</sup> November 2007

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**THIS 68TH SUPPLEMENTAL AGREEMENT** is dated *1<sup>st</sup> March* 2020 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) **ARRIVA RAIL LONDON LIMITED**, a company registered in England under number 05668786, having its registered office at Great Central House, Marylebone Station, Melcombe Place, London, NW1 6JJ ("Train Operator").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 9<sup>th</sup> November 2007 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 parties wish to amend the Contract in the terms described below.

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

In this Supplemental Agreement:

- 1.1 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; and
- 1.2 "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.

**2. EFFECTIVE DATE AND TERM**

- 2.1. 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 date or earlier termination of the Contract.

**3. AMENDMENTS TO THE CONTRACT**

- 3.1 Footnote 'a' relating to Service Groups EK01 under Table 2.1 'Passenger Train Slots' of Schedule 5 of the Contract shall be deleted in its entirety to remove the conditional expiry date of the services.

**4. 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.

**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 English Law.

**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 but one and the same document.

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 Elle Burrass .....

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

SIGNED by JM Thomas .....

Print name JULIA THOMAS .....

Duly authorised for and on behalf of  
**ARRIVA RAIL LONDON LIMITED**