

# 21<sup>st</sup> Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED as  
Network Rail

and

ABELLIO SCOTRAIL LIMITED as  
Train Operator

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relating to amendments to the Track Access Contract dated 03  
March 2016  
Schedule 5 – Kintore and Contingent Rights

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THIS 21<sup>ST</sup> SUPPLEMENTAL AGREEMENT is dated 21 April 2020 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 ScotRail Limited, (the "Train Operator"), a company registered in Scotland under number SC450732 having its registered office at 5th Floor, Culzean Building 36 Renfield Street, Glasgow, G2 1LU, United Kingdom.

Background:

- (A) The Train Operator and Network Rail entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "Contract") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (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:

- 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;
- 1.2 "Effective Date" means the later of 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 and 0230 hours on 17 May 2020; and
- 1.3 "Appendix" shall mean the appendices and their relevant parts and attached hereto.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 In table 2.2 of Schedule 5 of the Contract the following entries shall be deleted and replaced with the entries as shown in Appendix A to this Supplemental Agreement:

- (a) Service 548 (Edinburgh – Glasgow) in Service Group HA01; and
- (b) Service 576 (Edinburgh – Dunblane – Perth) in Service Group HA02.

3.2 In table 4.1 of Schedule 5 of the Contract the following entries shall be deleted and replaced with the entries as shown in Appendix B to this Supplemental Agreement:

- (a) Service 547 (Aberdeen – Inverness) in Service Group HA04.

4. 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.

5. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

6. THIRD PARTY RIGHTS

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

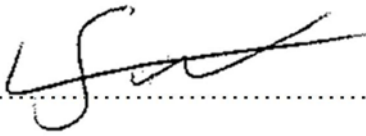
7. COUNTERPARTS

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 one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing 3 pages and Appendices A - B are executed as follows:-

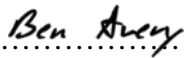
SIGNED on behalf of NETWORK RAIL INFRASTRUCTURE LIMITED by  
Liam Sumpter at Glasgow on 21 April 2020  
in the presence of:-

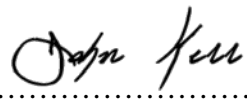
Witness: 

Full Name: ...Nicholas Prag..... 

Address: ..151 St Vincent Street...  
.....Glasgow.....

SIGNED on behalf of ABELLIO SCOTRAIL LIMITED by at John Kerr  
on in the presence Bathgate 21/04/2020 of:-

Witness: 

Full Name: Benjamin Avery ..... 

Address: Bathgate .....

## Appendix A

Table 2.2: Additional Passenger Train Slots

1						2		
Service Group HA01: Express								
Service 548: Edinburgh – Glasgow						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Edinburgh Waverley	Glasgow Queen Street	Falkirk High		23548003	385-4	1	1	0
Glasgow Queen Street	Edinburgh Waverley	Falkirk High		23548003	385-4	1	1	0

Table 2.2: Additional Passenger Train Slots

1					2		
Service Group HA02: East Coast Suburban							
Service 576 – Edinburgh – Dunblane - Perth					Passenger Train Slots		
From	To	Via	Description	TSC	Total weekday	Saturday	Sunday
Edinburgh Waverley	Alloa	Falkirk Grahamston		23576003	1	1	0
Edinburgh Waverley	Dunblane	Falkirk Grahamston		23576003	6	7	0
Alloa	Edinburgh Waverley	Falkirk Grahamston		23576003	1	1 <sup>1</sup>	0
Dunblane	Edinburgh Waverley	Falkirk Grahamston		23576003	5	4	0
Stirling	Edinburgh Waverley	Falkirk Grahamston		23576003	0	1	0

1 The quantum of rights shall reduce by 1 on Subsidiary Change Date 2021

Appendix B

Table 4.1: Calling Patterns

1					2	3
Service Group HA04: Highland Rural						
Service 547: Aberdeen – Inverness						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Aberdeen	Dyce	Direct	4.50, 4.54	23547003	Direct	
Aberdeen	Inverness	Keith	4.51, 4.56	23547003	Dyce, Kintore, Inverurie, Inch, Huntly, Keith, Elgin, Forres, Nairn	
Aberdeen	Inverurie	Direct	4.52, 4.58	23547003	Dyce, Kintore	
Elgin	Inverness	Nairn	4.53, 4.57	23547003	Nairn	
Huntly	Aberdeen	Dyce	4.55	23547003	Inch, Inverurie, Kintore, Dyce	