

# SIXTH SUPPLEMENTAL AGREEMENT

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**DIRECT RAIL SERVICES LIMITED**  
as Freight Operator

relating to the Track Access Contract (Freight  
Services) dated 8<sup>th</sup> January 2010

## CONTENTS

1.	INTERPRETATION .....	3
2.	EFFECTIVE DATE AND TERM.....	3
3.	AMENDMENTS TO CONTRACT .....	4
4.	GENERAL .....	4
5.	THIRD PARTY RIGHTS .....	4
6.	LAW .....	4
7.	COUNTERPARTS.....	5
8.	Annex A.....	6

**THIS SIXTH SUPPLEMENTAL AGREEMENT** is dated 25<sup>th</sup> May 2017 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) **DIRECT RAIL SERVICES LIMITED**, a company registered in England under number 3020822, having its registered office at Herdus House, Westlake Science and Technology Park, Moor Row, Cumbria, CA24 3HU (The "Train Operator").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Freight Services) dated 8<sup>th</sup> January 2010 in a form approved pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved 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 Sixth 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 ORR issues its approval pursuant to Section 22 of the Act of the terms of this Sixth Supplemental Agreement";
- (1.3) "Annex" shall mean the annexes and their relevant parts and attached hereto.

**2. EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Sixth 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. AMENDMENTS TO THE CONTRACT**

Appendix 3 of Schedule 7 of the Contract shall be deleted in its entirety and replaced with the amended version as set out in Annex A.

**4. GENERAL**

The Contract, as amended by this Sixth 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 Sixth 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 Sixth 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 Sixth Supplemental Agreement.

**6. LAW**

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

**7. COUNTERPARTS**

This Sixth 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 Sixth Supplemental Agreement on the date first above written.

SIGNED by Paul Merriman

Print name PAUL MERRIMAN

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

SIGNED by [Signature]

Print name C. CONNELL

Duly authorised for and on behalf of  
**DIRECT RAIL SERVICES LIMITED**

## Annex A

### SCHEDULE 7 APPENDIX 3

A new table Appendix 3 shall be added:

#### "METERED TRAINS M" FOR THE PURPOSES OF PARAGRAPH 2.4.1.1

Train Type	Train ID	Traction Type
Class 88	All	AC / Diesel (UK Dual)