

Seventh Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

EAST MIDLANDS TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 2nd March 2016

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THIS SEVENTH SUPPLEMENTAL AGREEMENT is dated *23rd June* - 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 ("Network Rail"); and
- (2) **EAST MIDLANDS TRAINS LIMITED**, (the "Train Operator"), a company registered in England under number 05340682 having its registered office at Friars Bridge Court, 41-45 Blackfriars Road, London SE1 8NZ.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 2nd March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act (this track access contract is hereafter referred to as the "**Contract**").
- (B) The parties propose to enter into this Supplemental Agreement in order to amend Schedule 8.

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; and
- (B) "Effective Date" means: **02:00, 25th June 2017.**

2. **OFFICE OF RAIL AND ROAD – GENERAL APPROVAL**

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

3. **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 at the Expiry Date or earlier termination of the Contract.

4. **AMENDMENTS TO THE CONTRACT**

- 4.1 That the benchmarks in Appendix 1 (see Annex A), service Group EM02, Performance Point (column B and Column F) of Schedule 8 of the contract shall be deleted and replaced with the following new entries set out in the table below (with the table headings included for ease of reference only):

	B Network Rail Performance Point	F TOC Performance Point
2014 – 15	1.3641	0.7819
2015 – 16	1.3594	
2016 – 17	1.3594	
2017 – 18	1.3488	
2018 - 19	1.3044	

- 4.2 That the benchmarks in Appendix 1 (see Annex A), Service Group EM05, Performance Point (column B and column F) of Schedule 8 of the Contract shall be deleted and replaced with the following new entries set out in the table below (with the table headings included for ease of reference only):

	B Network Rail Performance Point	F TOC Performance Point
2014 – 15	1.2439	0.4850
2015 – 16	1.2211	
2016 – 17	1.2211	
2017 – 18	1.1993	
2018 - 19	1.1598	

5. **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.

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 Bob McIntosh

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED


SIGNED by

Print name LAWRENCE BOWMAN

Duly authorised for and on behalf of
EAST MIDLANDS TRAINS LIMITED

EMT 7th Supplemental

Annex A

Schedule 8

Appendix 1

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				TOC				Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
EM02 East Midlands Regional All Trains	2014-15	████		████	████			████	90	270	320	Crewe - Stoke - Derby	Forward	Stoke-On-Trent	████
	2015-16	████									320	Crewe - Stoke - Derby	Forward	Crewe	████
	2016-17	████									320	Crewe - Stoke - Derby	Reverse	Stoke-On-Trent	████
	2017-18	████									320	Crewe - Stoke - Derby	Reverse	Derby	████
	2018-19	████									832	Nottingham- Grantham - Skegness	Forward	Boston	████
											832	Nottingham - Grantham - Skegness	Forward	Grantham	████
											832	Nottingham - Grantham - Skegness	Forward	Nottingham	████
											832	Nottingham - Grantham - Skegness	Reverse	Grantham	████
											832	Nottingham - Grantham - Skegness	Reverse	Boston	████
											832	Nottingham - Grantham - Skegness	Reverse	Skegness	████
											836	Newark Northgate - Lincoln Grimsby/Cleethorpes	Forward	Lincoln Central	████
											836	Newark Northgate - Lincoln Grimsby/Cleethorpes	Reverse	Cleethorpes	████
								836	Newark Northgate - Lincoln Grimsby/Cleethorpes	Reverse	Grimsby Town	████			

A	B			C	D	E	F	G	H	I	J	K	L		M	N	O	
Service Group	Network Rail						TOC			Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting			
	Performance Point	Payment Rate			Performance Point	Payment Rate												
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total										
EM05	2014-15	████			████	████				████	45	180	152	London St Pancras - Leicester - Derby	Forward	Derby	████	
East Midlands Inter Urban	2015-16	████											152	London St Pancras - Leicester - Derby	Forward	Leicester	████	
	2016-17	████											152	London St Pancras - Leicester - Derby	Forward	London St Pancras	████	
All Trains	2017-18	████																
	2018-19	████												152	London St Pancras - Leicester - Derby	Reverse	Leicester	████
														152	London St Pancras - Leicester - Derby	Reverse	Derby	████
														152	London St Pancras - Leicester - Derby	Reverse	Sheffield	████
														152	London St Pancras - Leicester - Derby	Reverse	York	████
														154	London St Pancras - Leicester - Nottingham	Forward	Leicester	████
														154	London St Pancras - Leicester - Nottingham	Forward	Bedford	████
														154	London St Pancras - Leicester - Nottingham	Forward	London St Pancras	████
														154	London St Pancras - Leicester - Nottingham	Reverse	Bedford	████
														154	London St Pancras - Leicester - Nottingham	Reverse	Leicester	████
														154	London St Pancras - Leicester - Nottingham	Reverse	Nottingham	████
														156	London St Pancras - Kettering/Corby	Forward	Kettering	████
														156	London St Pancras - Kettering/Corby	Forward	Luton	████
														156	London St Pancras - Kettering/Corby	Forward	London St Pancras	████
														156	London St Pancras - Kettering/Corby	Reverse	Luton	████
													156	London St Pancras - Kettering/Corby	Reverse	Kettering	████	
													156	London St Pancras - Kettering/Corby	Reverse	Corby	████	