

26TH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

FIRST TRANSPENNINE EXPRESS LIMITED

**relating to changes to Schedule 5 of the Track Access Contract for introduction of
new access rights in the North Transpennine Service Group**

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This **26TH SUPPLEMENTAL AGREEMENT** is dated ^{18TH} ~~OCTOBER~~ ^{OCTOBER} 2019
and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London NW1 2DN ("**Network Rail**"); and
- (2) **FIRST TRANSPENNINE EXPRESS LIMITED**, a company registered in England under number 09000801 having its registered office at 4th Floor, Capital House, 25 Chapel Street, London, NW1 5DH.

Background:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 03 March 2016 in a form approved and directed by the Office of Rail and Road pursuant to section 17 of the Railways Act 1993 ("the Act") hereafter referred to as the "**Contract**".
- (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 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.

2. EFFECTIVE DATE AND TERM

- 2.1 The amendments to the Contract as set out in 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.
- 2.2 Effective Date means the later of:
 - a) 02:00 on 21st October 2019 and
 - b) the date on which the Office of Rail and Road issues its approval of the terms of this Supplemental Agreement under Section 22 of the Act.

3. AMENDMENTS TO THE CONTRACT

- 3.1 Schedule 5 of The Contract shall be amended as follows:
- 3.2 In Table 2.2 of Schedule 5 to the Contract, insert two additional entries into the North Transpennine Service Group as shown in Annex A.

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms, and with effect from and including the date hereof 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 law of England and Wales.

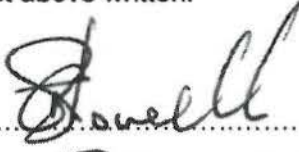
6. THIRD PARTY RIGHTS

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. 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 of which Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY 

PRINT NAME T. SHOVELLER

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY

PRINT NAME

Duly authorised for and on behalf of

FIRST TRANSPENNINE EXPRESS LIMITED

IN WITNESS of which Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

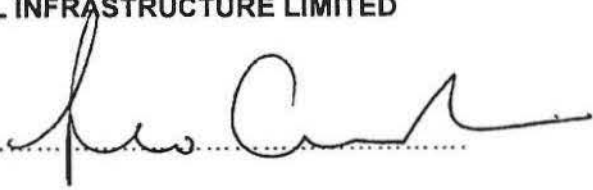
SIGNED BY

PRINT NAME

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY



PRINT NAME *LEO GOWDWIN*

Duly authorised for and on behalf of

FIRST TRANSPENNINE EXPRESS LIMITED

ANNEX A

2 Passenger Train Slots

Table 2.2: Additional Passenger Train Slots

Service Group: North Transpennine¹						2		
Service Group: North Transpennine (Eastbound)								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Newcastle	Edinburgh Waverley		Eastbound	21731000	185	3 ¹	3 ²	3 ³

¹ From the Principal Change Date 2019 the quantum will revert to 0. Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation.

² From the Principal Change Date 2019 the quantum will revert to 0. Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation.

³ From the Principal Change Date 2019 the quantum will revert to 0. Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation.

1						2		
Service Group: North Transpennine (Westbound)								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Edinburgh Waverley	Newcastle		Westbound	21731000	185	3 ⁴	3 ⁵	3 ⁶

⁴ From the Principal Change Date 2019 the quantum will revert to 0. Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation.

⁵ From the Principal Change Date 2019 the quantum will revert to 0. Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation.

⁶ From the Principal Change Date 2019 the quantum will revert to 0. Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation.