

**33RD SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**FIRST TRANSPENNINE EXPRESS LIMITED**

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**Relating to changes to Schedule 7 of the Track Access Contract**

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**This 33rd SUPPLEMENTAL AGREEMENT is dated 15/05/2020 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**

- 1.1 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.
- 1.2 Effective Date means:  
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.

**2. EFFECTIVE DATE AND TERM**

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.

**3. AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 Appendix 7C of Schedule 7 to the Contract shall be deleted in its entirety and replaced with Appendix 7C as set out in Annex A.
- 3.2 Appendix 7D of Schedule 7 to the Contract shall be deleted in its entirety and replaced with Appendix 7D as set out in Annex B.

#### **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** Phil James

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.

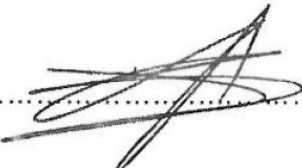
**SIGNED BY** .....

**PRINT NAME** .....

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED BY**



.....

**PRINT NAME** DARREN HIGGINS (COMMERCIAL DIRECTOR)

Duly authorised for and on behalf of

**FIRST TRANSPENNINE EXPRESS LIMITED**

## ANNEX A

### APPENDIX 7C – DEFAULT TRAIN CONSIST DATA

Train Service Code	Train Movement	Default Train Consist Data
11817020	Between Manchester Airport/Manchester Piccadilly, Sheffield, Doncaster and Cleethorpes	6 car class 185
21731000	Between Newcastle/York and Manchester Piccadilly and Manchester Airport	6 car class 185 or 5 car Class 802
21731000	Between Newcastle and York	6 car class 185 or 5 car Class 802
21731000	Between Edinburgh / Newcastle/York and Liverpool Lime Street via Manchester Victoria	5 car Class 802
21732000	Between Scarborough and Leeds/Liverpool Lime Street	6 car class 185 or Class 68 / 5 car Mk5A
21732000	Between York and Liverpool Lime Street via Manchester Victoria	6 car class 185 or 5 car Class 802
21733000	Between Hull/Leeds, Manchester Piccadilly and Manchester Airport	6 car class 185
<b>21733000</b>	Between Manchester Piccadilly and Wakefield Kirkgate (stopper)	3 or 6 car class 185
<b>21733000</b>	Between Leeds and Huddersfield (stopper)	3 car class 185
21734000	Between Redcar /Middlesbrough/York and Manchester Airport	6 car class 185 or Class 68 / 5 car Mk5A
21730001	Between Manchester Airport / Liverpool Lime Street , Preston and Glasgow Central/Edinburgh Waverley	5 Car Class 397

**ANNEX B**

**APPENDIX 7D**

**"METERED TRAINS M" FOR THE PURPOSES OF PARAGRAPH 4.1.1 OF PART 2**

<b>Train Type</b>	<b>Train ID</b>	<b>Traction Type</b>
<b>Class 397</b>	<b>All</b>	<b>AC</b>
<b>Class 802</b>	<b>All</b>	<b>AC / Diesel</b>