

# Second Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**GRAND CENTRAL RAILWAY COMPANY  
LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 1<sup>st</sup> August 2014

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THIS SECOND SUPPLEMENTAL AGREEMENT is dated 3<sup>RD</sup> MARCH 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) **GRAND CENTRAL RAILWAY COMPANY LIMITED**, ("Train Operator"), a company registered in England under number 3979826 having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 1<sup>st</sup> August 2014 following directions issued by the Office of Rail and Road ("ORR") pursuant to section 17 of the Act (this track access contract is 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 made 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 02:00 hours on the Subsidiary Change Date in May 2017 and the date on which the ORR issues its approval pursuant to section 22 of the Act, of the terms of this Supplemental Agreement.

### **3 AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

3.1 Schedule 1 of the Contract shall be replaced with the Schedule 1 as set out in the Annex to this Supplemental Agreement.

3.2 In Schedule 5 table 4.1 "*Calling Patterns*" make the following insertions:

(a) Under column 2 "*Regular Calling Pattern*" insert "*Low Moor*" before "*Halifax*" for Services from Bradford Interchange to London Kings Cross identified under Description 1.3; and

(b) Under column 2 "*Regular Calling Pattern*" replace "Brighouse and Halifax" with "Brighouse, Halifax and Low Moor" for Services from London Kings Cross to Bradford Interchange identified under Description 1.4.

3.3 In Schedule 7 part 2 insert a new paragraph 9.14 as follows:

"9.14 Any supplement to the Traction Electricity Modelled Consumption Rates List, Track Usage Price List or List of Capacity Charge Rates which ORR has consented to or determined pursuant to a passenger track access contract previously held by the Train Operator shall also apply to this contract."

### **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 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. 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.

### **6. LAW**

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

**7. 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 *Rob McWaters*.....

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

**SIGNED** by.....  
*Sean English*

Print name *SEAN ENGLISH*.....

Duly authorised for and on behalf of  
**GRAND CENTRAL RAILWAY COMPANY LIMITED**

## Annex

### SCHEDULE 1: CONTACT PARTICULARS

1. Network Rail's address for service of notices is:

Network Rail Infrastructure Limited

1 Eversholt Street

London

NW1 2DN

Tel: 020 7904 4001

Email: [notices@networkrail.co.uk](mailto:notices@networkrail.co.uk)

All written notices to be marked:

**"URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR"**

and copied to:

The Route Managing Director

Network Rail (LNE & EM Route)

Floor 4B

George Stephenson House

Toft Green

York

YO1 6JT

Tel: 01904 383 145

2. The Train Operator's address for the service of notices is:

Grand Central Railway Company Limited

3<sup>rd</sup> Floor, Northern House,

9 Rougier Street,

York

YO1 6HZ

Tel: 01904 461370

Fax: 01904 466066

Email: [info@grandcentralrail.com](mailto:info@grandcentralrail.com)

All written notices to be marked:

**"URGENT: ATTENTION MANAGING DIRECTOR"**

