

**66<sup>th</sup> SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**LONDON & SOUTH EASTERN RAILWAY LIMITED**

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**Relating to amendments to the Track Access Contract  
(Passenger Services) dated 06 December 2007**

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THIS 66<sup>th</sup> SUPPLEMENTAL AGREEMENT is dated [ 27<sup>th</sup> March ] and made between: 2018

(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) **LONDON & SOUTH EASTERN RAILWAY LIMITED**, a company registered in England and Wales under company number 04860660, having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, Tyne & Wear, NE1 6EE (the "**Train Operator**").

**Background:**

(A) The parties entered into a Track Access Contract (Passenger Services) dated 06 December 2007 as amended by various supplemental agreements (which track access contract as subsequently amended 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.

(a) "Effective Date" means the later of:

- 0200, 1 April 2018; and
- The date on which the ORR issues its approval pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

**2. EFFECTIVE DATE AND TERM**

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall continue until 8 July 2018.

**3. AMENDMENTS TO SCHEDULE 5 OF THE CONTRACT**

In Schedule 5 of the Contract, a new Table 2.2 shall be inserted as set out in Appendix 1 to this Supplemental Agreement.

**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

# Appendix 1

**Table 2.2: Additional Passenger Train Slots <sup>66th</sup>**

1							
Service Group HU01/HU04 Kent Mainline (Peak & Off peak)							
Service Description							
From	To	Via	Desc	TSC	Weekday total	Saturday	Sunday
London Charing Cross	Ashford Intl.	Orpington		24605004	1		
1							
Service Group HU02/HU05 Kent Metro (Peak & Off peak)							
Service Description							
From	To	Via	Desc	TSC	Weekday total	Saturday	Sunday
Barnhurst	London Cannon Street	Bexleyheath		24650005	1		
London Charing Cross	Hayes	Mid Kent		24653005	1		
Hayes	London Charing Cross	Mid Kent		24653005	1		
London Charing Cross	Orpington	Grove Park		24655005	1		
Orpington	London Charing Cross	Grove Park		24655005	1		
London cannon street	Barnhurst	Greenwich		24659005	1		

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 .....

*J. Mahony*

PRINT NAME .....

*J. Hall*

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED BY .....

PRINT NAME .....

Duly authorised for and on behalf of

**LONDON & SOUTH EASTERN RAILWAY LIMITED**

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.

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**SIGNED BY** .....

**PRINT NAME** .....

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED BY** ..... 

**PRINT NAME** ..... *Elodie Brian*

Duly authorised for and on behalf of

**LONDON & SOUTH EASTERN RAILWAY LIMITED**