

TENTH Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

LONDON NORTH EASTERN RAILWAY LIMITED
as Train Operator

**relating to amendments to a Track Access
Contract (Passenger Services) dated 03 March 2017**

THIS SUPPLEMENTAL AGREEMENT is dated 24th JULY 2018 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) **LONDON NORTH EASTERN RAILWAY LIMITED**, a company registered in England under number 04659712 having its registered office at East Coast House, 25 Skeldergate, York, YO1 6DH (the "**Train Operator**").

Background:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 03 March 2017 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

- 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.

2. OFFICE OF RAIL AND ROAD – GENERAL APPROVAL

- 2.1 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

- 3.1 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 after 90 days.
- 3.2 "Effective Date" means 00.01 hours 20th July 2018.

4. AMENDMENTS TO THE CONTRACT

The Contract shall be amended as follows:

- 4.1 Under Part Z of Schedule 5 Table 2.2 Additional Passenger Train Slots: the table in Appendix 1 to this Supplemental Agreement should be added.
- 4.2 Under Part Z of Schedule 5 Table 4.1: Calling Patterns Service Group HB01 shall be amended and the row in Appendix 2 to this Supplemental Agreement should be added to the foot of this table.

5. 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.

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. 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.

8. 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)

for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)



SIGNED BY)

for and on behalf of)
LONDON NORTH EASTERN)
RAILWAY LIMITED)

APPENDIX 1

Table 2.2: Passenger Train Slots

1						2					
Service Group HB01 (North core)											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Peterborough	London King's Cross	ECML	1.20	21700001	225			1	1	1	

APPENDIX 2

Peterborough	London King's Cross	ECML	1.20	21700001	Stevenage	Huntingdon, Biggleswade, St. Neots, Hitchin, Finsbury Park
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