

ELEVENTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE

**Relating to Schedule 5 of the
Track Access Contract**

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THIS ELEVENTH SUPPLEMENTAL AGREEMENT is dated 17th December 2019 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("**Network Rail**"), a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN ("**Network Rail**"); and
- (2) **TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE** ("**Nexus**"), of Nexus House, St James' Boulevard, Newcastle-upon-Tyne, NE1 4AX

Whereas:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 22 December 1999 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements pursuant to Section 22 of the Act (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 Schedule 5 of the Contract.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- 1.1 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; and
- 1.2 "**Effective Date**" shall mean:
 - (a) the date upon which the Office of Rail and Road 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 cease to have effect on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO CONTRACT

3.1 In Schedule 5, Part 2: The Services, Section 3 Public Holidays paragraph 3.3 (B) shall be deleted and replaced with the following wording:

“(B) Nexus has contingent rights to up to the number of Passenger Train Slots in the Working Timetable on 26 December between South Hylton Station and Pelaw Junction as listed on Saturday in paragraph 1.2 (B) subject to:

- i) Network Rail’s consent, which consent shall not be unreasonably withheld or delayed; and
- ii) Complying with such conditions as Network Rail may reasonably impose, including paying for Network Rail’s reasonable costs for providing such access.”

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 Effective Date 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 English law.

6. 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 but one and the same instrument.

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

IN WITNESS whereof 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

Duly authorised for and on behalf of
TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE

IN WITNESS whereof 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 *Colin Whittle*.....

Print name..... *COLIN WHITTLE*.....

Duly authorised for and on behalf of
TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE