

Nineteenth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

WEST COAST TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1st September 2011

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THIS NINETEENTH SUPPLEMENTAL AGREEMENT is dated 19 June 2017 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, (“**Network Rail**”), a company registered in England under number 2904587 having its registered office at 1, Eversholt Street, London, NW1 2DN; and
- (2) **WEST COAST TRAINS LIMITED**, (the “**Train Operator**”), a company registered in England under number 3007940 having its registered office at West Coast Trains Limited, The Battleship Building, 179 Harrow Road, London W2 6NB

WHEREAS:

- (A) Network Rail and the Secretary of State for Transport entered into a Track Access Contract (Passenger Services) dated 1st September 2011 in a form approved pursuant to Section 17 of the Act, (which track access contract as subsequently amended is hereafter referred to as the “**Contract**”).
- (B) The rights and obligations of the Secretary of State for Transport under the Contract were transferred to the West Coast Trains Limited by a Deed of Novation made on 26th October 2011.
- (C) The parties propose to enter into this Nineteenth Supplemental Agreement in order to amend the Contract as described below.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

- (A) 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

2. **EFFECTIVE DATE AND TERM**

- 2.1 “**Effective Date**” shall mean the date on which the Office of Rail and Road issues its approval of the terms of this Supplemental Agreement pursuant to section 22 of the Act.
- 2.2 The amendments to the contract as set out in this Supplemental Agreement shall be applied from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the Contract.

3. **AMENDMENTS TO SCHEDULE 1 AND SCHEDULE 7**

- 3.1 In Schedule 1 – ‘Contract Particulars’ shall be deleted and replaced with a modified - Schedule 1 ‘Contract Particulars’ - as set out in Annex A of this Supplemental Agreement.
- 3.2 In Schedule 7 – Section 8A ‘Facility Charge’ shall be deleted and replaced with a modified - Section 8A ‘Facility Charge’ - as set out in Annex B of this Supplemental Agreement.

4. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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 English Law.

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 M. J. Frobisher

Print name.....**MARTIN FROBISHER**.....
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by Peter Broadley

Print name.....**PETER BROADLEY**.....
Duly authorised for and on behalf of
WEST COAST TRAINS LIMITED

ANNEX A

SCHEDULE 1: CONTACT PARTICULARS

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

Network Rail Infrastructure Limited
1, Eversholt Street
London
NW1 2DN

All written notices to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR”

and copied to:

The Route Managing Director
Network Rail Infrastructure Limited
London North Western Route
Baskerville House
Centenary Square
Birmingham
B1 2ND

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

West Coast Trains Limited
The Battleship Building
179 Harrow Road
London
W2 6NB

Tel - 0207 313 2007

and copied to:

West Coast Trains Limited
Victoria Square House
Victoria Square
Birmingham
B2 4ND

All written notices to be marked:

“URGENT: ATTENTION THE DIRECTOR OPERATIONS AND CUSTOMER SERVICE”

Tel: 0333 000 2310

ANNEX B

8A Facility Charge Platform Lengthening Project

8A.1 During each Relevant Year, Network Rail shall levy and the Train Operator shall pay the Facility Charge as calculated in accordance with paragraph 8A.2.

8A.2 The Facility Charge due and payable in Relevant Year t shall be:

- (a) in respect of the Relevant Year commencing on 01 April 2012, the amount of £1,255,000.00 (one million two hundred and fifty-five thousand pounds sterling); and
- (b) in respect of any other Relevant Year t, the amount of £1,255,000.00 (one million two hundred and fifty-five thousand pounds sterling) multiplied by the Facility Charge Indexation for that Relevant Year calculated in accordance with paragraph 8A.3.

8A.3 The Facility Charge Indexation in Relevant Year t shall be derived from the following formula:

$$FCI_t = 1 + \left(\frac{RPI_{t-1} - RPI_{2012}}{RPI_{2012}} \right)$$

where:

FCI_t means the Facility Charge Indexation in Relevant Year t;

RPI_{t-1} means the Retail Prices Index published or determined with respect to November in Relevant Year t-1; and

RPI_{2012} means the Retail Prices Index published or determined with respect to November 2012.

8A.4 The Facility Charge for the Platform Lengthening Project shall commence Period 1 of 2012/13 and the final payment shall be Period 13 2025/26

8A.5 The list of Projects to be delivered by Network Rail are.

Summary	Station	To Accommodate
SDO platforms	Coventry Platform 4	Class 390 11 Vehicles
	Haymarket Platform 3	Class 390 11 Vehicles
	Haymarket Platform 4	Class 390 11 Vehicles
	Rugby Platform 6	Class 390 11 Vehicles
	Wilmslow Platform 2	Class 390 11 Vehicles
		Class 390 11 Vehicles
Platform Extensions	Birmingham New St Platform 5b	Class 390 11 Vehicles
	Lancaster Platform 3	Class 390 11 Vehicles
	Lancaster Platform 4	Class 390 11 Vehicles
	Lichfield TV Platform 1	Class 390 11 Vehicles
	Lichfield TV Platform 2	Class 390 11 Vehicles
	London Euston Platform 5	Class 390 11 Vehicles
	London Euston Platform 6	Class 390 11 Vehicles
	Macclesfield Platform 1	Class 390 11 Vehicles
Macclesfield Platform 2	Class 390 11 Vehicles	

	Macclesfield Platform 3	Class 390 11 Vehicles
	Northampton Platform 1	Class 390 11 Vehicles
	Northampton Platform 2	Class 390 11 Vehicles
	Preston Platform 5	Class 390 11 Vehicles
	Preston Platform 6	Class 390 11 Vehicles
	Stoke Platform1	Class 390 11 Vehicles
	Stoke Platform 2	Class 390 11 Vehicles
	Warrington Platform 1	Class 390 11 Vehicles
	Warrington Platform 4	Class 390 11 Vehicles
	Watford Platform 9	Class 390 11 Vehicles
	Wilmslow Platform 4	Class 390 11 Vehicles
	Wolverhampton Platform 2	Class 390 11 Vehicles
	Wolverhampton Platform3	Class 390 11 Vehicles
	Wolverhampton Platform 4	Class 390 11 Vehicles
	Blackpool Platforms 1 and 2	Class 390 11 Vehicles