

2nd Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

WEST COAST RAILWAY COMPANY LIMITED
as Train Operator

relating to the Track Access Contract (Passenger Services) ("The Jacobite") dated 11 May 2015 and concerning the inclusion of additional Firm Rights.

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THIS SECOND SUPPLEMENTAL AGREEMENT is dated 24 April 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 RAILWAY COMPANY LIMITED**, (the "Train Operator"), a company registered in England under number 03066109 having its registered office at Jesson Way, Crag Bank, Carnforth, Lancashire LA5 9UR.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) ("The Jacobite") dated 11 May 2015 in a form approved by the Office of Rail Regulation pursuant to Section 18(7) of the Act (which 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:

- (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;
- (B) "Effective Date" means the date upon 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 pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

Schedule 5, Part 2 Passenger Train Slots, Table 2.1: Passenger Train Slots¹ shall be amended to appear as shown in Appendix 1 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 

Print name PAUL MCMAHON

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by 

Print name JAMES SHUTTLEWORTH

Duly authorised for and on behalf of
WEST COAST RAILWAY COMPANY LIMITED

8. APPENDIX 1 – Schedule 5, Part 2 Passenger Train Slots. Table 2.1: Passenger Train Slots¹

2 **Passenger Train Slots**

Table 2.1: Passenger Train Slots¹

1					2		
Service description: The Jacobite					Passenger Train Slots		
From	To	Via	Description	TSC	Total Weekday	Saturday	Sunday
Fort William	Mallaig	N/A	N/A	22238108	1 ²	1 ^{2*}	1 ^{2*}
Mallaig	Fort William	N/A	N/A	22238108	1 ²	1 ^{2*}	1 ^{2*}

Notes to Table:

¹ These services may be scheduled to operate on any dates between 1 May and 31 October in any contract year.

² Between 1 May and 30 September the Train Operator has Firm Rights to two passenger train slots each weekday.

^{2*} Between 1 June and 31 August the Train Operator has Firm Rights to two passenger train slots each weekend day.