

# Twenty Second 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 1<sup>st</sup> September 2011

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THIS TWENTY SECOND SUPPLEMENTAL AGREEMENT is dated.....04-05-.....2018  
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 1<sup>st</sup> 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 Twenty Second 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
- (B) “**Effective Date**” means the later of 0200 hours on 20 May 2018 and the date on 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 pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the Contract.

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

3.1 Schedule 5 of The Contract shall be amended as follows:

- a) Table 2.1 for Service Group 3 (HF03) only shall be deleted and replaced with Table 2.1 for Service Group 3 (HF03) as set out in Annex A
- b) Table 4.1 for Service Group 3 (HF03) only shall be deleted and replaced with Table 4.1 for Service Group 3 (HF03) as set out in Annex B

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..........

Print name.....**PETER BROADLEY**.....

Duly authorised for and on behalf of

**WEST COAST TRAINS LIMITED**

ANNEX A

Table 2.1: Passenger Train Slots

1						2					
Service Group 3: London Euston to Manchester Piccadilly											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London Euston	Manchester Piccadilly	WCML, Stoke-on-Trent	HF03.1	22108001	Class 390-125T	N/A	3	13	16	13	13
		WCML, Stoke-on-Trent	HF03.2	22108001	Class 390-125T	N/A	4	11	15	14	9
		WCML, Wilmslow	HF03.3	22108001	Class 390-125T	N/A	3 <sup>4</sup>	14	17 <sup>3</sup>	15	11
Manchester Piccadilly	London Euston	WCML, Stoke-on-Trent	HF03.4	22108001	Class 390-125T	2	N/A	11	13	12	9
		WCML, Stoke-on-Trent	HF03.5	22108001	Class 390-125T	4	N/A	14	18	16	14
		WCML, Wilmslow	HF03.6	22108001	Class 390-125T	2	N/A	13	15	15	10
Manchester Piccadilly	Wolverhampton	WCML, Stoke-on-Trent	HF03.7	22108001	Class 390-125T	1	N/A	N/A	1	N/A	N/A
Crewe	Manchester Piccadilly	Wilmslow	HF03.8	22108001	Class 390-125T	N/A	N/A	1	1	N/A	N/A

Notes to Table:

- 1 Peak times – arriving London Euston between 07.00 and 10.00, departing London Euston between 16.00 and 19.00
- 2 Off-Peak times - arriving at and departing from a relevant station outside Peak times
- 3 18 Thursdays and Fridays only
- 4 Four Thursdays and Fridays only

ANNEX B

Table 4.1: Calling Patterns

1					2	3
Service Group 3: London Euston to Manchester Piccadilly						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Euston	Manchester Piccadilly	WCML, Stoke-on-Trent	HF03.1	22108001	Milton Keynes Central, Stoke-on-Trent and Stockport	Watford Junction, Rugby, Nuneaton, Tamworth Low Level, Lichfield Trent Valley, Stafford, Macclesfield
		WCML, Stoke-on-Trent	HF03.2	22108001	Stoke-on-Trent, Macclesfield and Stockport	Watford Junction, Milton Keynes Central, Rugby, Nuneaton, Tamworth Low Level, Lichfield Trent Valley, Stafford
		WCML, Wilmslow	HF03.3	22108001	Crewe, Wilmslow and Stockport	Watford Junction, Milton Keynes Central, Rugby, Nuneaton, Tamworth Low Level, Lichfield Trent Valley, Stafford
Manchester Piccadilly	London Euston	WCML, Stoke-on-Trent	HF03.4	22108001	Stockport, Stoke-on-Trent and Milton Keynes Central	Macclesfield, Stafford, Lichfield Trent Valley, Tamworth Low Level, Nuneaton, Rugby, Watford Junction
		WCML, Stoke-on-Trent	HF03.5	22108001	Stockport, Macclesfield and Stoke-on-Trent	Stafford, Lichfield Trent Valley, Tamworth Low Level, Nuneaton, Rugby, Milton Keynes Central, Watford Junction
		WCML, Wilmslow	HF03.6	22108001	Stockport, Wilmslow and Crewe	Stafford, Lichfield Trent Valley, Tamworth Low Level, Nuneaton, Rugby, Milton Keynes Central, Watford Junction
Manchester Piccadilly	Wolverhampton	WCML, Stoke-on-Trent	HF03.7	22108001	Stockport, Macclesfield, Stoke-on-Trent, Stafford and Wolverhampton	N/A
Crewe	Manchester Piccadilly	Wilmslow	HF03.8	22108001	Wilmslow and Stockport	N/A

Notes to Table: