

FORTY EIGHTH Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

EAST COAST MAIN LINE COMPANY LIMITED

as Train Operator

**relating to amendments to a Track Access
Contract (Passenger Services) dated 04 February 2005**

THIS SUPPLEMENTAL AGREEMENT is dated 18 September 2015 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) **EAST COAST MAIN LINE COMPANY LIMITED**, a company registered in England under number 4659708 having its registered office at Friars Bridge Court, 41-45 Blackfriars Road, London, SE1 8NZ (the "**Train Operator**").

Background:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 04 February 2005 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. EFFECTIVE DATE AND TERM

- 2.1 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 on the Expiry Date or earlier termination of the Contract.
- 2.2 Effective Date means the later of 02:00 on the Principal Change Date 2015 and the date on which the parties enter into this Supplemental Agreement pursuant to directions issued by the Office of Rail Regulation under Section 22A of the Act.

3. AMENDMENTS TO THE CONTRACT

The Contract shall be amended as follows:

- 3.1 On page 1 of the Contract, above Clause 1 INTERPRETATION, the text will be deleted in its entirety and replaced with the following text:

THIS CONTRACT is made on the 4th day of February 2005

BETWEEN:

- (1) Network Rail Infrastructure Limited, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN (-Network Rail); and
- (2) East Coast Main Line Company Limited, a company registered in England under number 4659708 having its registered office at Friars Bridge Court, 41-45 Blackfriars Road, London, SE1 8NZ (the -Train Operator).

WHEREAS:

- (A) Network Rail is the owner of the Network; and
- (B) Network Rail has been directed by ORR to grant to the Train Operator permission to use certain track comprised in the Network on the terms and conditions of this contract.

IT IS AGREED AS FOLLOWS:

- 3.2 Schedule 1 of the Contract shall be deleted in its entirety and replaced with the Schedule 1 set out in Appendix 1 of this Supplemental Agreement.
- 3.3 That part of Table 2.2 in Schedule 5 of the Contract relating to Service Group 2 London – North East and Scotland shall be amended by adding two new rows as set out in Appendix 2 of this Supplemental Agreement.
- 3.4 Appendix 1 of Schedule 8 of the Contract shall be replaced in its entirety with that shown in Appendix 3 of this Supplemental Agreement.

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 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.

5. 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.

6. 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.

7. 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**

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SIGNED BY

for and on behalf of
**EAST COAST MAIN LINE
COMPANY LIMITED**

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MARKUS DENT

10TH Sept 2015

APPENDIX 1

SCHEDULE 1: CONTACT PARTICULARS^{23rd}

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

Network Rail Infrastructure Limited
1 Eversholt Street
London
NW1 2DN

Tel: 020 7904 4001

Email Address: notices@networkrail.co.uk

All written notices to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR”

and copied (for courtesy) to:

The Route Managing Director
Network Rail (London North Eastern Route)
Floor 4B
George Stephenson House
Toft Green
York
Y01 6JT

Tel: 01904 383 145

Fax: 01904 383 262

A notice shall not be regarded as not having been validly served upon Network Rail merely because it is not so copied to the Director specified above.

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

East Coast Main Line Company Limited
East Coast House
25 Skeldergate
York
YO1 6DH

Tel: 0116 366 3102

All written notices to be marked:

“URGENT: ATTENTION THE MANAGING DIRECTOR”

and copied (for courtesy) to the:

The Company Secretary
East Coast Main Line Company Limited
Friars Bridge Court
41-45 Blackfriars Road
London
SE1 8NZ

All written notices to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY”

A notice shall not be regarded as not having been validly served upon the Train Operator merely because it is not so copied to the officer specified above.

APPENDIX 2 Schedule 5 Table 2.2 Additional Passenger Train Slots

Table 2.2 Additional Passenger Train Slots ³ 7th

1					2					
Service Group 2 London-North East and Scotland										
Service description					Additional Passenger Train Slots					
From	To	Via	Description	TSC	Total Weekday	Peak times ⁴		Off-Peak times ²	Saturday	Sunday
						morning Peak	evening Peak			
Stirling	Edinburgh	Falkirk Grahamston	Southbound	21701001	1			1		
Edinburgh	Stirling	Falkirk Grahamston	Northbound	21700001	1			1		

APPENDIX 3: Schedule 8 Appendix 1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				TOC										
	Performance Point	Payment Rate			Performance Point	Payment Rate			Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting	
		<u>(Not Used)</u>	<u>(Not Used)</u>	Total		<u>(Not Used)</u>	<u>(Not Used)</u>	Total							
HB01 ANGLO— SCOTTISH All Trains				✕	✕			✕	90	270	700	London Kings X – York – Newcastle – Edinburgh - Glasgow	Forward Forward Forward Forward Forward Reverse Reverse Reverse Reverse Reverse Reverse	London Kings Cross Peterborough Edinburgh Doncaster Newcastle York Glasgow Central Peterborough Newcastle Edinburgh York Sunderland	✕ ✕ ✕ ✕ ✕ ✕ ✕ ✕ ✕ ✕ ✕ ✕
HB02 WEST YORKSHIRE All Trains				✕	✕			✕	90	270	702	London Kings X – Peterborough - Leeds	Forward Forward Reverse Reverse Reverse	Wakefield Westgate London Kings Cross Peterborough Newark Northgate Peterborough Leeds	✕ ✕ ✕ ✕ ✕

APPENDIX 3: Schedule 8 Appendix 1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				TOC										
	Performance Point	Payment Rate			Performance Point	Payment Rate			Cancellation Minutes	Cap	Service Code	Direction	Monitoring Point	Weighting	
		<u>(Not Used)</u>	<u>(Not Used)</u>	Total		<u>(Not Used)</u>	<u>(Not Used)</u>	Total							
HB04 WEST YORKHIRE (Kings X - Bradford / Hull) All Trains				✗	✗			✗	270	270	703	London Kings X – Bradford – Harrogate - Hull	Forward Forward Reverse Reverse Reverse Reverse Reverse Reverse	London Kings Cross Doncaster Bradford Forster Square Wakefield Westgate Peterborough Doncaster Skipton Leeds Hull	✗ ✗ ✗ ✗ ✗ ✗ ✗ ✗ ✗
HB05 ANGLO - SCOT (Aberdeen / Inverness) All Trains				✗	✗			✗	270	270	701	London Kings X – Aberdeen / Inverness	Forward Forward Forward Reverse Reverse Reverse Reverse Reverse	London Kings Cross Newcastle Edinburgh York Inverness Edinburgh Newcastle Aberdeen York Stirling	✗ ✗ ✗ ✗ ✗ ✗ ✗ ✗ ✗ ✗ ✗

