

# Seventh Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**GRAND CENTRAL RAILWAY COMPANY  
LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 1<sup>st</sup> August 2014

## **CONTENTS**

1.	INTERPRETATION	<b>2</b>
2.	EFFECTIVE DATE AND TERM	<b>2</b>
3.	AMENDMENTS TO THE CONTRACT	<b>3</b>
4.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	<b>3</b>
5.	THIRD PARTY RIGHTS	<b>3</b>
6.	LAW	<b>4</b>
7.	COUNTERPARTS	<b>5</b>

THIS SEVENTH SUPPLEMENTAL AGREEMENT is dated **27<sup>TH</sup> SEPTEMBER** 2019 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) **GRAND CENTRAL RAILWAY COMPANY LIMITED**, ("Train Operator"), a company registered in England under number 3979826 having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 1<sup>st</sup> August 2014 following directions issued by the Office of Rail and Road ("ORR") pursuant to section 17 of the Act (this track access contract is hereafter referred to as the "**Contract**").
- (B) Network Rail and the Train Operator wish to amend the contract in the terms described below.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

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 Subsidiary Change Date in 2021.
- 2.2 Effective Date means the later of 02:00 hours on the Principal Change Date in December 2019 and the date on which the ORR issues its approval pursuant to section 22 of the Act, of the terms of this Supplemental Agreement.

**3 AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 The heading "*Table 2.2: Additional Passenger Train Slots Not used*" which follows paragraph 2.3 in Schedule 5 shall be deleted and replaced by the heading and table and associated footnote as set out in Annex 1 to this Supplemental Agreement.
- 3.2 Paragraphs 2.4 and 2.5 of Schedule 5, which are specified as "*Not used.*" shall be deleted and replaced with new paragraphs 2.4 and 2.5 as set out in Annex 2 to 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 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 the laws of England and Wales.

**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.....

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by.....

Print name.....

Duly authorised for and on behalf of  
**GRAND CENTRAL RAILWAY COMPANY LIMITED**

**Annex 1**

*Table 2.2: Additional Passenger Train Slots*

1						2		
Service Group EC01								
Service description: Sunderland to London King's Cross						Additional Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Sunderland	London King's Cross	Hartlepool Eaglescliffe Northallerton Thirsk York	1.5	21755001	180	1 <sup>1</sup>	1 <sup>1</sup>	1 <sup>1</sup>
London King's Cross	Sunderland	York Thirsk Northallerton Eaglescliffe Hartlepool	1.6	21755001	180	1 <sup>1</sup>	1 <sup>1</sup>	1 <sup>1</sup>

Notes to Table:

<sup>1</sup> From the Subsidiary Change Date 2021 this Table 2.2 and paragraphs 2.4 and 2.5 will revert to "Not used".

## **Annex 2**

### *Additional Passenger Train Slots*

- 2.4 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 and on the Days so listed.
- 2.5 A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:
- (a) a Contingent right to call at any station listed in Table 4.1;
  - (b) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and
  - (c) a Contingent Right to combine Passenger Train Slots to provide a through Service.