# EIGHTY FOURTH SG SUPPLEMENTAL AGREEMENT

between

## NETWORK RAIL INFRASTRUCTURE LIMITED

and

## ARRIVA TRAINS WALES/ TRENAU ARRIVA CYMRU LIMITED

relating to Schedule 1, 5 & 8

### THIS EIGHTY FOURTH SG SUPPLEMENTAL AGREEMENT

is dated (

08/12/17

201 and made between:

- (1) NETWORK RAIL INFRASTRUCTURE LIMITED ("Network Rall"), a private company limited by shares registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) ARRIVA TRAINS WALES/TRENAU ARRIVA CYMRU LIMITED (the "Train Operator"), a private company limited by shares registered in England and Wales under company number 04337645, having its registered office at St. Mary's House, 47 Penarth Road, Cardiff CF10 5DJ.

#### Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 5 February 2004 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (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 Schedule 1, 5 and 8 of the Contract in order to enable the Train Operator to provide additional services.

IT IS HEREBY AGREED as follows:

### 1. INTERPRETATION

In this Supplemental Agreement:

1.1 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

"Effective Date" shall mean the later of:

The date upon which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement; and

 0200 hours on 10<sup>th</sup> December 2017

### 2. EFFECTIVE DATE AND DURATION

2.1 The amendments made to the Contract shall have effect from the Effective Date and shall cease effect on the expiry or earlier termination of the Contract.

## 3. AMENDMENTS TO SCHEDULE 5 of THE CONTRACT

- 3.1 In Schedule 1 and in the preamble to the Contract, Network Rail's registered address shall be deleted and replaced by the address in Appendix 1 to this Supplemental Agreement.
- 3.2 In Schedule 5, Table 2.1: Passenger Train Slots, the entries in Service Group HL02 (Winter) relating to the descriptions 2.2.3, 2.2.7, 2.2.10, and 2.2.11 shall be deleted and replaced with those set out in Appendix 2 to this Supplemental Agreement
- 3.3 In Schedule 5, Table 2.1: Passenger Train Slots, the entries in Service Group HL02 (Summer) relating to the descriptions 2.2.3, 2.2.7, 2.2.10, and 2.2.11 shall be deleted and replaced with those set out in Appendix 2 to this Supplemental Agreement."

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3.4 In Appendix 1 to Schedule 8, the entry for Service Group 'HL04 Birmingham to Shrewsbury and beyond' shall be deleted and replaced with the entry as shown in Appendix 3 in 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 Effective Date 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 law in England and Wales.

#### 6. 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 but one and the same instrument.

## 7. 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.

**IN WITNESS WHEREOF** 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

ARRIVA TRAINS WALES/ TRENAU ARRIVA CYMRU LIMITED



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## Appendix 1

Registered Office:

Network Rail, 2nd Floor, One Eversholt Street, London, NW1 2DN

Appendix 2

| Service Group        | - HI 02              | 2<br>Passenger Train Slots |               |          |               |            |            |        |
|----------------------|----------------------|----------------------------|---------------|----------|---------------|------------|------------|--------|
|                      | iption: West Wale    |                            |               |          |               |            |            |        |
| From I               | To -                 | Via 🔽                      | Description - | TSC .    | Timing Load - | Total Week | Saturday 🕶 | Sunday |
| Carmarthen           | Swansea              | Llanelli                   | 2.2.3         | 25432000 | 142           | 9          | 9          | 5      |
| Fishguard<br>Harbour | Swansea              | Whitland                   | 2.2.7         | 25432000 | 142           | 2          | 2          | 2      |
| Swansea              | Carmarthen           | Llanelli                   | 2.2.10        | 25432000 | 142           | 9          | 9          | З      |
| Swansea              | Fishguard<br>Harbour | Whitland                   | 2.2.11        | 25432000 | 142           | з          | 2          | 3      |

| 1                    |                      | 2                     |             |          |               |            |           |          |
|----------------------|----------------------|-----------------------|-------------|----------|---------------|------------|-----------|----------|
| Service Group:       | HL02                 | Passenger Train Slots |             |          |               |            |           |          |
| Service Descrip      | otion: West Wales    |                       |             |          |               |            |           |          |
| From 두               | То                   | Via                   | Description | TSC 🔽    | Timing Load 🔻 | Total Week | Saturda 👻 | Sunday - |
| Carmarthen           | Swansea              | Llanelli              | 2.2.3       | 25432000 | 142           | 9          | 9         | 5        |
| Fishguard<br>Harbour | Swansea              | Whitland              | 2.2.7       | 25432000 | 142           | 2          | 2         | 2        |
| Swansea              | Carmarthen           | Llanelli              | 2.2.10      | 25432000 | 142           | 9          | 9         | 3        |
| Swansea              | Fishguard<br>Harbour | Whitland              | 2.2.11      | 25432000 | 142           | 3          | 2         | 3        |

# Appendix 3

| A                | 8                              | C       | 0       | 11          | I.  | 1 0   | 1. 11     | 1 1   | 1 1                | K   | 11   |  | M   | N  | 0 |
|------------------|--------------------------------|---------|---------|-------------|---|-------|-----------|-------|--------------------|-----|--|--|---|--|---|
| Service<br>Group | Naturósk Rad                   |         |         |             | Ti aith Operator  |       |           |       | Cancelato          |     |  |  |   |  |   |
|                  | Performance Point Payment Rate |         |         | Performance | and the second se |       | n Minutes | Сар   | Train Service Code |     | Discont  | Manteóng Polni   | Weighting   |  |   |
| mangham          | 2017-18                        | Notcord | Notured | . Intel     |   | Named | Netword   | Totel | 105                | 270 | 261<br>263<br>261<br>261<br>261<br>261<br>261<br>261<br>334<br>334<br>335<br>335 | Brringhan - Virshan - Chester<br>Brringhan - Josefar<br>Abeystvyh - Shersbuy<br>Abeystvyh - Shersbuy<br>Machyldeh - Puthal | Forward<br>Forward<br>Forward<br>Reverse<br>Reverse<br>Reverse<br>Reverse<br>Forward<br>Reverse<br>Forward<br>Forward | Uvelangion<br>Shrare bury<br>Christel<br>Benanghan International<br>Benanghan New Stream<br>Wolomkangton<br>Shrare bury<br>Vicehan Gerenal<br>Abaya Kush<br>Shrare bury<br>MacJoyalah<br>Banasuh<br>Pulhak |   |