

Twenty Fifth 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 1st September 2011

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THIS TWENTY FIFTH SUPPLEMENTAL AGREEMENT is dated

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 1st 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 Fifth Supplemental Agreement in order to amend the Contract as described below.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

1.1 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:
 - (i) 02:00 on Monday 10th June 2019; and
 - (ii) the date on which the parties enter this Supplemental Agreement pursuant to directions under Section 22A of the Act.

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.

3. **AMENDMENTS TO SCHEDULE 5 AND SCHEDULE 7**

- 3.1 In Schedule 5, Table 2.1: Passenger Slots, the entry for Service Group 4 shall be deleted and replaced with the version as set out in Annex A to this Supplemental Agreement.

- 3.2 In Schedule 5, Table 2.2: Additional Passenger Train Slots shall be deleted and replaced with the version as set out in Annex B to 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.....**MARTIN FROBISHER**.....
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name.....**DARREN HORLEY**.....
Duly authorised for and on behalf of
WEST COAST TRAINS LIMITED

Table 2.1: Passenger Train Slots

1						2					
Service Group 4: London Euston to Liverpool Lime Street											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London Euston	Liverpool Lime Street	WCML, Trent Valley	HF04.1	22109001	Class 390	N/A	5	13	18	17	5
		WCML, Trent Valley	HF04.2	22109001	Class 390	N/A	N/A	5	5	4	10
Liverpool Lime Street	London Euston	WCML, Trent Valley	HF04.3	22109001	Class 390	2	N/A	15	17	18	8
		WCML, Trent Valley	HF04.4	22109001	Class 390	2	N/A	3	5	3	7

Notes to Table:

- 1 Peak times – arriving London Euston between 07.30 and 10.30, departing London Euston between 16.00 and 19.00
- 2 Off-Peak times - arriving at and departing from a relevant station outside Peak times

Table 2.2: Additional Passenger Train Slots

1					2		
Service description					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Euston	Manchester Piccadilly	N/A	HF03.3	22108001	1	N/A	N/A
Lancaster	Glasgow Central	N/A	HF06.1	22112001	1	N/A	N/A
London Euston	Lancaster	N/A	HF06.2	22112001	1	N/A	N/A
London Euston	Preston	N/A	HF06.3	22112001	1	N/A	N/A
Glasgow Central	Lancaster	N/A	HF06.4	22112001	1	N/A	N/A
Glasgow Central	London Euston	N/A	HF06.4	22112001	1	N/A	N/A
Preston	Euston	N/A	HF06.6	22112001	1	N/A	N/A
London Euston	Blackpool North	N/A	HF06.9	22112001	1	N/A	N/A
Blackpool North	London Euston	N/A	HF06.10	22112001	1	N/A	N/A
London Euston	Liverpool Lime Street	N/A	HF04.1	22109001	5	5	N/A
Liverpool Lime Street	London Euston	N/A	HF04.3	22109001	5	5	N/A