

Thirtieth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

MERSEYRAIL ELECTRICS 2002 LIMITED
as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 17 July 2003

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THIS THIRTIETH SUPPLEMENTAL AGREEMENT is dated 30 - 5 - 2018
and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, 1 Eversholt Street, London NW1 2DN ("Network Rail"); and
- (2) **MERSEYRAIL ELECTRICS 2002 LIMITED**, a company registered in England under number 04356933 having its registered office at Rail House, Lord Nelson Street, Liverpool, Merseyside L1 1JF (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 17 July 2003 in a form approved by the Office of Rail and Road (ORR) pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act (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**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) "Effective Date" means the later of 02:00 18th June 2018 and the date upon which the ORR issues its approval, pursuant to the Section 22 of the Act, of the terms of this Supplemental Agreement.

2. **EFFECTIVE DATE AND TERM**

The amendments 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 THE CONTRACT TO REFLECT A CHANGE IN SCHEDULE 1**

In Schedule 1 of the Contract, 'Contract Particulars' shall be deleted and replaced with the version set out in Annex 1 to this Supplemental Agreement.

4. **AMENDMENTS TO THE CONTRACT TO REFLECT A CHANGE IN SCHEDULE 5**

In Schedule 5 Table 4.1 of the Contract, Service description Sub-Group 3: Ormskirk – Liverpool Central shall be deleted and replaced with the version set out in Annex 2 to this Supplemental Agreement.

5. **AMENDMENTS TO THE CONTRACT TO REFLECT CHANGES TO SCHEDULE 8**

In Schedule 8 Appendix 1 of the Contract, Service Group HE01 Northern Lines shall be deleted and replaced with the version set out in Annex 3 to this Supplemental Agreement.

6. **GENERAL**

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" or, as the case may be, the "Agreement", "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.

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.

8. **LAW**


This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.


9. **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 of which 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
MERSEYRAIL ELECTRICS 2002 LIMITED

Annex 1

Schedule 1: Contact particulars

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

Network Rail Infrastructure Limited
1 Eversholt Street
London
NW1 2DN
Tel:
Fax:

All written notices to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR”

and copied to:-

The Route Managing Director
Network Rail London North Western Route
Floor 1, Baskerville House
Centenary Square
Birmingham
B1 2ND
Tel: 0330 854 0128

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

Merseyrail Electrics 2002 Limited
Rail House
Lord Nelson Street
Liverpool
Merseyside
L1 1JF
Tel: 0151 702 2560
Fax: 0151 702 3074

All written notices to be marked:-

“URGENT: ATTENTION THE MANAGING DIRECTOR”

Annex 2

4 Calling Patterns

Table 4.1: Calling Patterns

1					2	3
Service Group: Northern Line						
Service description						
Sub-Group 3: Ormskirk – Liverpool Central						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Ormskirk	Liverpool Central		Stopping	Note ²	Ormskirk, Aughton Park, Town Green, Maghull North, Maghull, Old Roan, Aintree, Orrell Park, Walton, Kirkdale, Sandhills, Moorfields, Liverpool Central	N/A
Liverpool Central	Ormskirk		Stopping	Note ²	Liverpool Central, Moorfields, Sandhills, Kirkdale, Walton, Orrell Park, Aintree, Old Roan, Maghull, Maghull North, Town Green, Aughton Park, Ormskirk	N/A

Notes to Table 4.1

2 Train Service Code 12304212 applies between Liverpool Central/Ormskirk when Service is sponsored by Merseyside Passenger Transport Executive, otherwise Train Service Code 22304003 applies.

Annex 3

A	B		C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail					Train Operator			Cancellation Minutes	CAP	Train Service Code		Direction	Monitoring Point	Weighting	
	Performance Point (Minutes)		Payment Rate			Performance Point (Minutes)	Payment Rate									
			MRE	Not used	Total		Train Operator Rate	Passenger Charter Rate								Total
HE01 Northern Lines All Trains	2014-15	✂			✂	✂			✂	23	90	301	Hunts X – Liverpool Central	Forward Reverse	Hunts Cross Liverpool Central	✂
	2015-16	✂										301	Hunts X – Liverpool Central			✂
	2016-17	✂										302	L'pool Central – Southport	Forward Reverse	Liverpool Central Southport	✂
	2017-18	✂										302	L'pool Central - Southport			✂
	2018-19	✂											303	Liverpool Central – Kirkby	Forward Reverse	Liverpool Central Kirkby (Merseyside)
										303	Liverpool Central – Kirkby	✂				
												304	L'pool Central– Ormskirk	Forward Reverse	Liverpool Central Ormskirk	✂
												304	L'pool Central– Ormskirk			✂