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”
## 4 Calling Patterns

**Table 4.1: Calling Patterns**

<table>
<thead>
<tr>
<th>Service Group: Northern Line</th>
<th>Service description</th>
<th>Sub-Group 3: Ormskirk – Liverpool Central</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between</td>
<td>And</td>
<td>Via</td>
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<tr>
<td>Ormskirk</td>
<td>Liverpool Central</td>
<td>Stopping</td>
</tr>
<tr>
<td>Liverpool Central</td>
<td>Ormskirk</td>
<td>Stopping</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
<th>L</th>
<th>M</th>
<th>N</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Group</td>
<td>Network Rail</td>
<td>Train Operator</td>
<td>Cancellation Minutes</td>
<td>Train Service Code</td>
<td>Direction</td>
<td>Monitoring Point</td>
<td>Weighting</td>
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<td>Performance Point (Minutes)</td>
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<td>Performance Point (Minutes)</td>
<td>Payment Rate Train Operator Rate</td>
<td>Payment Rate Passenger Charter Rate</td>
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<td>HE01 Northern Lines All Trains</td>
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<td>90</td>
<td>301</td>
<td>Hunts X – Liverpool Central</td>
<td>Hunt's Cross Liverpool Central</td>
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<td>303</td>
<td>Liverpool Central – Kirkby</td>
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<td>304</td>
<td>L’pool Central– Ormskirk</td>
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