

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 1st August 2014

CONTENTS

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

THIS SEVENTH SUPPLEMENTAL AGREEMENT is dated

2018 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN (“Network Rail”); 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 1st 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 have been directed by the Office of Rail Regulation pursuant to Section 22A of the Act to enter into this Supplemental Agreement

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 Expiry Date or earlier termination of the Contract.
- 2.2 Effective Date means the later of 02:00 hours on the Principle Change Date in December 2018 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 In Schedule 5 replace table 2.1 "*Passenger Train Slots*" with the one in Annex 1 of this supplemental agreement.

3.2 In Schedule 5 replace paragraph 2.3 with the following:

"2.3 In order to provide through Services the Train Operator has:

- (a) Firm Rights to combine Passenger Train Slots at Doncaster and
- (b) Not used"

3.3 In Schedule 5 table 4.1 "*Calling Patterns*" make the following amendments:

(a) Under column 2 "*Regular Calling Pattern*" replace "*Hartlepool, Eaglescliffe, Northallerton, Thirsk and York*", with "*Hartlepool, Eaglescliffe, Northallerton, Thirsk, York, Doncaster (1 Call SX) and Peterborough (1 call SX)*" for Services from Sunderland to London Kings Cross; and

(b) Under column 2 "*Regular Calling Pattern*" replace "*York, Thirsk, Northallerton, Eaglescliffe and Hartlepool*" with "*Peterborough (1 call SX), York, Thirsk, Northallerton, Eaglescliffe and Hartlepool*" for Services from London Kings Cross to Sunderland; and

(c) Insert the three new rows shown in Annex 2 at the end of Table 4.1

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

2 Passenger Train Slots

Table 2.1: Passenger Train Slots

1						2								
Service Group EC01 Sunderland to London King's Cross Service Group EC02 Bradford Interchange to London King's Cross						Passenger Train Slots								
Service description														
From	To	Via	Description	TSC	Timing Load	Weekday Total	Weekday			Saturday Total	Saturday			Sunday
							Morning Peak	Evening Peak	Off-Peak times		Morning Peak	Evening Peak	Off-Peak times	
Sunderland	London King's Cross	Hartlepool Eaglescliffe Northallerton Thirsk York	1.1	21755001	Class 180	6	1	1	4	6	1	1	4	5
London King's Cross	Sunderland	York Thirsk Northallerton Eaglescliffe Hartlepool	1.2	21755001	Class 180	6	1	1	4	6	1	1	4	5
Bradford Interchange	London King's Cross	Halifax, Brighouse, Wakefield Kirkgate,	1.3	21756006	Class 180	4	1	1	2	4	1	0	3	4
London King's Cross	Bradford Interchange	Wakefield Kirkgate, Brighouse, Halifax	1.4	21756006	Class 180	4	0	1	3	4	0	1	3	4
Wakefield Kirkgate	London Kings Cross	Direct	1.5	21756006	Class 180	1	0	0	1	1	0	0	1	0
London Kings Cross	Wakefield Kirkgate	Direct	1.6	21756006	Class 180	1	0	0	1	0	0	0	0	1
Bradford Interchange	Doncaster	Wakefield Kirkgate, Brighouse, Halifax	1.7	21756006	Class 180	1	0	0	1	0	0	0	0	0
Doncaster	York	Direct	1.8	21755001	Class 180	1	0	0	1	0	0	0	0	0

Annex 2 (Headings shown for reference only)

1					2	3
Service Group EC01 Sunderland to London King's Cross						
Service Group EC02 Bradford Interchange to London King's Cross						
Service description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Wakefield Kirkgate	London Kings Cross	Direct	1.5	21756006	Doncaster, Peterborough	Pontefract Monkhill
London Kings Cross	Wakefield Kirkgate	Direct	1.6	21756006	Peterborough, Doncaster	Pontefract Monkhill
Bradford Interchange	Doncaster	Wakefield Kirkgate, Brighouse, Halifax	1.7	21756006	Low Moor, Halifax, Brighouse, Mirfield, Wakefield Kirkgate	Pontefract Monkhill