

6th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SERCO CALEDONIAN SLEEPERS LIMITED
as Train Operator

relating to amendments to the Track Access Contract
(Passenger Services) dated 05 March 2015
Contract Extension

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THIS 6TH SUPPLEMENTAL AGREEMENT is dated 23 February 2017 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) SERCO CALEDONIAN SLEEPERS LIMITED , (the "Train Operator"), a company registered in Scotland under number SC477821 having its registered office at 1-5 Union Street, Inverness, Scotland, IV1 1PP.

WHEREAS:

- (A) First ScotRail Limited and Network Rail Infrastructure Limited entered into a Track Access Contract (Passenger Services)(which is hereafter referred to as the "Contract") dated 5 March 2015 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act, to which Serco Caledonian Sleepers Limited became a party under the transfer scheme.
- (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:

- 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;
- 1.2 "**Effective Date**" shall mean 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.
- 1.3 "Appendix" shall mean the appendices and its relevant parts and attached hereto.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to 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

- 3.1 In Clause 1.1, the definition of "Expiry Date" shall be deleted in its entirety and replaced with the following:

"means the Principal Change Date in December 2018"

- 3.2 Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights, shall be deleted and replaced with Appendix A below.

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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

6. THIRD PARTY RIGHTS

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

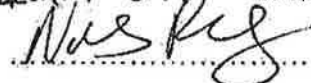
7. COUNTERPARTS

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 one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this, the foregoing 2 pages and Appendix A to this Supplemental Agreement, are executed as follows:-


SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by
DAVID DICKSON at **GLASGOW** on

23 FEBRUARY 2017 in the presence of:-

Witness: 

Full Name: NICHOLAS PRINGLE

Address: 157 ST VINCENT STREET
GLASGOW G2 5NW



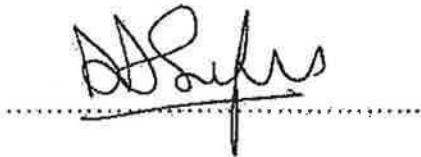
SIGNED on behalf of **SERCO CALEDONIAN SLEEPERS LIMITED** by
DAVID SIMPSON at **GLASGOW** on

23 FEBRUARY 2017 in the presence of:-

Witness: 

Full Name: CHRIS LINTON

Address: 70 DUNSTON ROAD
STIRLING FK9 8HU



Appendix A

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Response	Comments	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					No Bus Replacement (0%)	EBMs Total		
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains				
Fort William Services																					
Fort William (FTW)	Crianlarch (CNR)			ES002	Full bus replacement between Fort William (FTW) and Crianlarch (CNR)		ES01	0%	FTW	CNR	62.5						0%		£ -		
Crianlarch (CNR)	Edinburgh Waverley (EDB)			ES002	No Bus		ES01	0%									0%		£ -		
Inverness Services																					
Inverness (INV)	Aviemore (AVM)			ES003	Full bus replacement between Aviemore (AVM) and Inverness (INV)		ES01	100%	AVM	INV	34.5						0%		£ -		
Aviemore (AVM)	Perth (PTH)			ES004	Full bus replacement between Perth (PTH) and Aviemore (AVM)		ES01	100%	PTH	AVM	83.75						0%		£ -		
Perth (PTH)	Stirling (STG)			ES005	Full bus replacement between Stirling (STG) and Perth (PTH)		ES01	100%	STG	PTH	33						0%		£ -		
Stirling (STG)	Edinburgh Waverley (EDB)			ES006	Full bus replacement between Stirling (STG) and Edinburgh Waverley (EDB)		ES01	100%	STG	EDB	35						0%		£ -		
Aberdeen Services																					
Aberdeen (ABD)	Dundee (DEE)			ES007	Full bus replacement between Aberdeen (ABD) and Dundee (DEE)		ES01	100%	ABD	DEE	71.25						0%		£ -		
Kirkcaldy (KDY)	Dundee (DEE)		Dunfermline Town route NOT available	ES008	Full bus replacement between Inverkeithing (INK) and Dundee (DEE) (via Kirkcaldy)		ES01	100%	INK	KDY	12.75						0%		£ -		
								100%	INK	KDY	12.75						0%		£ -		
				ES009	Partial bus replacement between Inverkeithing (INK) and Dundee (DEE) (via Kirkcaldy)		ES01	0%				INK	KDY	12.75					100%		£ -
								0%				KDY	DEE	33.25			100%		£ -		
Kirkcaldy (KDY)	Inverkeithing (INK)		Dunfermline Town route NOT available	ES010	Full bus replacement between Inverkeithing (INK) and Dundee (DEE) (via Kirkcaldy)		ES01	100%	INK	KDY	12.75										
								100%	KDY	DEE	33.25										
				ES011	Partial bus replacement between Inverkeithing		ES01	0%				INK	KDY	12.75				100%		£ -	

					(INK) and Dundee (DEE) (via Kirkcaldy)			0%						KDY	DEE	33.25		100%		£ -
Inverkeithing (INK)	Edinburgh Waverley (EDB)			ES012	Full bus replacement between Edinburgh Waverley (EDB) and Inverkeithing (INK)		ES01	100%	EDB	INK	13							0%		£ -
Glasgow Services																				
Glasgow Central (GLC)	Carstairs (CRS)			ES013	No Bus		ES01	0%										0%		£ -
South of Edinburgh																				
Edinburgh Waverley (EDB)	Carstairs (CRS)			ES014	Full bus replacement Carstairs (CRS) and Edinburgh Waverley (EDB)		ES01	100%	CRS	EDB	28.75							0%		£ -
Carstairs (CRS)	Euston (EUS)			ES015	No Bus		ES01	0%										0%		£ -