

# Fifty-Seventh Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

ARRIVA RAIL LONDON LIMITED

as Train Operator

Relating to the Track Access Contract (Passenger Services) dated 9 November 2007

**Extension of Track Access Contract to Principal Change Date in December 2025: amendment of “Expiry Date” definition.**

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**THIS FIFTY-SEVENTH SUPPLEMENTAL AGREEMENT** is dated *20<sup>th</sup> February* 2018  
and is 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) **Arriva Rail London Limited** (the "Train Operator"), a company registered in England under number 041658661 having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP.

**WHEREAS:**

- (A) The Parties entered into a Track Access Contract (Passenger Services) dated 09 November 2007 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act (which Track Access Contract is hereafter referred to as "the Contract").
- (B) The parties now propose to amend the Contract in the manner and on the terms described below.

**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**

- a) "Effective Date" means the later of:
  - i. 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; and
  - ii. 00:01hrs on Friday 02nd March 2018;
- b) 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 at 01:59hrs on the Expiry Date.

**3 AMENDMENTS TO CLAUSE 1**

In clause 1.1, "Definitions of the Contract", the definition of "Expiry Date" shall be amended to read as follows:

"

**"Expiry Date"** means the Principal Change Date 2025;

".

**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. 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 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

M. Duymaz  
19/12/18

**MELIHA DUymAZ**

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by

W. Rogers 19/12/18

**Will Rogers**

Duly authorised for and on behalf of

**ARRIVA RAIL LONDON LIMITED**