

Thirty Sixth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

**LONDON & SOUTH EASTERN RAILWAY
LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 06 December 2007

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THIS THIRTY SIXTH SUPPLEMENTAL AGREEMENT is dated

And made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, (“Network Rail”), a company registered in England under number 2904587 having its registered office at Kings Place, 90 York Way, London N1 9AG; and
- (2) **LONDON & SOUTH EASTERN RAILWAY LIMITED**, (the “Train Operator”), a company registered in England under number 04860660 having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, Tyne & Wear, NE1 6EE.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 06 December 2007 in a form approved by the Office of Rail Regulation 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 (which track access contract is hereafter referred to as 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:

- (A) 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;
- (B) “Effective Date” means;
 - (1) 02:00 on 18th May 2014 and

(2] the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

2. AMENDMENTS TO THE CONTRACT

2.1. AMENDMENTS TO SCHEDULE 5

In table 2.1: Passenger Train Slots, Service Group HU02 Kent Metro Off Peak (including Saturday and Sunday) / HU05 Kent Metro Peak:

Train Service Code 2465000 – in the entry for London Charing Cross to Barnehurst via Bexleyheath the Passenger Train Slots for Evening Peak and Weekday shall be reduced to from 2 to 1.

Below the entry for the service from London Charing Cross to Crayford via Bexleyheath in Train Service Code 24650005 a new line shall be added:

“

London Charing Cross	Sidcup	Bexleyheath and Sidcup		2465000	465	0	1	0	1	0	0
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“

Below the entry for the service from London Victoria to Orpington via Herne Hill in Train Service Code 24652005 a new line shall be added:

“

London Victoria	Bromley South	Herne Hill		24652005	465	0	0	3	3	0	0
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“

Below the entry for the service from Bromley South to London Victoria via Herne Hill in Train Service Code 24652000 a new line shall be added:

“

Bromley South	London Victoria	Herne Hill		24652005	465	0	0	3	3	0	0
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“

In table 2.1: Passenger Train Slots, Service Group HU07 Kent High Speed Off Peak (including Saturday and Sunday), train Service Code 24648005 – in the entry for Springhead Road Jn to Faversham via Strood the Passenger Train Slots for Sunday shall be increased from 26 to 27,

In table 4.1: Calling Patterns, Service Group HU01 Kent Mainline Off Peak (including Saturday and Sunday), below the entry for the service from London Victoria to Dover Priory via Sole Street in Train Service Code 24604004 a new line shall be added:

“

London Victoria	Bromley South	Herne Hill		24604004	Non stop	
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“

In table 4.1: Calling Patterns, Service Group HU01 Kent Mainline Off Peak (including Saturday and Sunday), below the entry for the service from Rochester to London Victoria via Sole Street in Train Service Code 24604004 a new line shall be added:

“

Bromley South	London Victoria	Herne Hill		24604004	Non stop	
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“

In table 4.1: Calling Patterns, Service Group HU02 Kent Metro Off Peak (including Saturday and Sunday), train Service Code 24656005 – in the entry for Sevenoaks to London Victoria via Swanley Catford, the note (Up to 1 call at Clapham High Street and Wandsworth Road) shall be deleted from the regular calling pattern.

In table 4.1: Calling Patterns, Service Group HU05 Kent Metro Peak, below the entry for the service from London Charing Cross to Dartford via Bexleyheath in Train Service Code 246050000 a new line shall be added:

“

London Charing Cross	Sidcup	Bexleyheath		2465000	London Waterloo East, London Bridge, New Cross, Lewisham, Blackheath, Kidbrooke, Eltham, Falconwood, Welling, Bexleyheath, Barnehurst, Crayford, Bexley, Albany Park	
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3. **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.

4. **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.

5. **LAW**

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

6. **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

LONDON & SOUTH EASTERN RAILWAY LIMITED