

54th TG Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

STAGECOACH SOUTH WESTERN TRAINS LIMITED

as Train Operator

relating to

the Track Access Contract (Passenger Services) dated 20 May 2004

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THIS 54th TG SUPPLEMENTAL AGREEMENT is dated.....and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Kings Place, 90 York Way, London, N1 9AG (“Network Rail”); and
- (2) **STAGECOACH SOUTH WESTERN TRAINS LIMITED**, a company registered in England under number 5599788 having its registered office at Friars Bridge Court, 41-45 Blackfriars Road, London, SE1 8NZ (the “Train Operator”).

WHEREAS:

- (A) Network Rail and South West Trains Limited entered into a Track Access Contract (Passenger Services) dated 20 May 2004 in a form approved by the Office of Rail Regulation (“ORR”, previously the Rail Regulator) 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 as subsequently amended is hereafter referred to as the “Contract”).
- (B) The rights and obligations of South West Trains Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 4 February 2007 under section 200 and Schedule 21 of the Transport Act 2000.
- (C) The parties now propose to enter into this Supplemental Agreement to vary the Contract in the manner and on the terms set out below.

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; and
- (B) “Effective Date” means the later of:
 - (a) the date upon which the Office of Rail Regulation issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement; and
 - (b) 02:00 on 14 December 2014.

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 or earlier termination of the Contract.

3. AMENDMENTS TO SCHEDULE 5

Schedule 5 to the Contract shall be amended as follows:

- 3.1 In Annex 5H, Table 2.1 shall be amended by deleting the row relating to the service from Basingstoke to Southampton Central and inserting two new rows as follows:

Table 2.1: Passenger Train Slots											
1						2					
Service Group: HY08											
Service description: Waterloo – Weymouth						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						morning Peak	evening Peak				
Basingstoke	Southampton Central	(EH)	Local	24629104	450	~	~	2	2	~	~
Southampton Central	Basingstoke	(EH)	Local	24629104	450	~	~	~	~	1	~

- 3.2 In Annex 5C, Table 4.1 shall be amended by deleting the two rows relating to the service from Waterloo to Exeter St. Davids and replacing as follows:

Table 4.1: Calling Patterns						
1			2		3	
Service Group: HY03						
Service description: Waterloo – West of England						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations

Waterloo	Exeter Davids	St(WK)	Semi-Fast SX and SO	24623104	Waterloo, Clapham Junction, Woking, Basingstoke, Andover, Salisbury, Tisbury, Gillingham (Dorset), Templecombe, Sherborne, Yeovil Junction, Crewkerne, Axminster, Honiton, Feniton ^a , Whimple ^a , Pinhoe ^a , Exeter Central, Exeter St Davids.	Overton, Whitchurch (Hants), Grateley., Cranbrook
Waterloo	Exeter Davids	St(WK)	Semi-Fast Sunday	24623104	Waterloo, Clapham Junction, Woking, Basingstoke, Overton ^b , Whitchurch (Hants) ^b , Andover, Grateley ^b , Salisbury, Tisbury, Gillingham (Dorset), Templecombe, Sherborne, Yeovil Junction, Crewkerne, Axminster, Honiton, Feniton ^b , Whimple ^b , Pinhoe ^b , Exeter Central, Exeter St Davids.	Cranbrook

4. GENERAL

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 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 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.....Paul McMahon.....

duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....
Print name.....Mark Steward.....

duly authorised for and on behalf of
STAGECOACH SOUTH WESTERN TRAINS LIMITED