

Seventeenth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

WEST COAST TRAINS LIMITED

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 1st September 2011

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THIS SEVENTEETH SUPPLEMENTAL AGREEMENT is dated 23rd DECEMBER 2016 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) **WEST COAST TRAINS LIMITED**, (the “**Train Operator**”), a company registered in England under number 3007940 having its registered office at West Coast Trains Limited, The Battleship Building, 179 Harrow Road, London W2 6NB

WHEREAS:

- (A) Network Rail and the Secretary of State for Transport entered into a Track Access Contract (Passenger Services) dated 1st September 2011 in a form approved pursuant to Section 17 of the Act, (which track access contract as subsequently amended is hereafter referred to as the “**Contract**”).
- (B) The rights and obligations of the Secretary of State for Transport under the Contract were transferred to the West Coast Trains Limited by a Deed of Novation made on 26th October 2011.
- (C) The parties propose to enter into this Seventeenth Supplemental Agreement in order to amend the Contract as described below.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

- 1.1 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.
- 1.2 “**Effective Date**” shall mean the date on which the Office of Rail and Road issues its approval of the terms of this Supplemental Agreement pursuant to section 22 of the Act.

2. **EFFECTIVE DATE AND TERM**

The amendments to the contract as set out in this Supplemental Agreement shall be applied from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the Contract.

3. **AMENDMENTS TO SCHEDULE 4**

In Schedule 4 of the Contract, Annex C to Part 3 shall be deleted and replaced with a new version as set out in Annex A to this Supplemental Agreement.

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. **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.

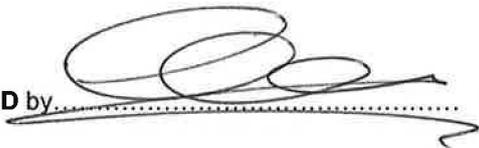
7. **COUNTERPARTS**

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 *M. J. Frobisher*

Print name.....**MARTIN FROBISHER**.....
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by 

Print name.....**PETER BROADLEY**.....
Duly authorised for and on behalf of
WEST COAST TRAINS LIMITED

17th Supplemental – Annex A

Annex C to Part 3 of Schedule 4 – Payment Rate per train mile

Service Group	Description	Compensation Rate	Total Train Cost per Mile (Pence)
HF01	London Euston - Birmingham/Wolverhampton	Other	
HF02	London Euston - North Wales	Other	
HF03	London Euston - Manchester	Other	
HF04	London Euston - Liverpool	Other	
HF06	London Euston - Carlisle/Scotland	Other	
HF08	London Euston – Scotland via Birmingham	Other	

