

67th 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
20th May 2004

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THIS 67TH SUPPLEMENTAL AGREEMENT is dated 16/03/17 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **STAGECOACH SOUTH WESTERN TRAINS LIMITED**, a company registered in England under number 599788 having its registered office at Friars Bridges 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 and Road (ORR) 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 and Road issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement; and
 - (b) 02:00 Sunday 12th March 2017

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 THE CONTRACT**

- 3.1 In Schedule 5 Annex H of the Contract, Table 2.2 shall be deleted.
- 3.2 In Schedule 5 Annex B of the Contract, Table 2.2 shall be deleted.
- 3.3 In Schedule 5 Annex B of the Contract, Table 4.2 shall be deleted.
- 3.4 In Schedule 5 Annex H of the Contract, Table 2.1 shall be amended to include the entry listed in Appendix 1.
- 3.5 In Schedule 5 Annex B of the Contract, Table 2.1 shall be amended to include the entry listed in Appendix 2.
- 3.6 In Schedule 5 Annex B of the Contract, Table 4.1, shall be amended to include the entry listed in Appendix 3.

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.

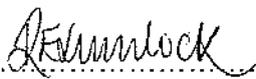
6. **LAW**

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

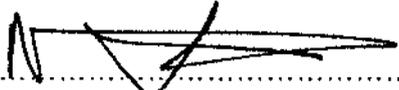
7. **COUNTERPARTS**

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..... Rebecca Lumlock.....

duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..........
Print name..... Natacha Robert.....

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

Appendix 1

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	Direct	Semi-Fast	24620204	444	-	-	1	-	1	-

Appendix 2

Table 2.1: Passenger Train Slots											
1						2					
Service Group: South Hampshire Locals											
Service description:						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday
						morning Peak	evening Peak				
Portsmouth Harbour	Southampton Central	EH	Local	24631204	444	-	-	1	-	1	-

Appendix 3

Table 4.1: Calling Patterns						
1				2		3
Service Group: HY02						
Service description: South Hampshire Locals						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Portsmouth Harbour	Southampton Central	(EH)	Local	24631204	Portsmouth and Southsea, Fratton, Cosham, Fareham, Eastleigh and Southampton Airport Parkway	