

# Fourth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**LONDON & BIRMINGHAM RAILWAY LIMITED**  
as Train Operator

relating to the Track Access Contract (Passenger Services) dated 3 March 2016

**CONTENTS**

1. INTERPRETATION ..... 2

2. EFFECTIVE DATE AND TERM ..... 2

3. AMENDMENTS TO THE CONTRACT ..... 2

4. GENERAL ..... 3

5. THIRD PARTY RIGHTS ..... 3

6. LAW ..... 3

7. COUNTERPARTS ..... 3

**THIS FOURTH SUPPLEMENTAL AGREEMENT** is dated 19<sup>th</sup> MAY 2017  
and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, 1 Eversholt Street, London NW1 2DN ("Network Rail"); and
- (2) **LONDON & BIRMINGHAM RAILWAY LIMITED**, a company registered in England under number 05814584 having its registered office at 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (the "Train Operator").

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 3 March 2016 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 (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, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) "Effective Date" means the date upon which the ORR issues its approval, pursuant to the Section 22 of the Act, of the terms of this Supplemental Agreement.

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 Date or earlier termination of the Contract.

**3. AMENDMENTS TO SCHEDULE 1**

3.1 In Schedule 1 to the Contract, the address for copies of written notices sent to 'The Route Director, Network Rail LNW Route' shall be deleted and replaced with the following:

The Route Managing Director,  
Network Rail LNW Route  
Baskerville House  
Centenary Square  
Broad Street  
Birmingham  
B1 2ND

**4. AMENDMENTS TO SCHEDULE 5**

4.1 In Schedule 5 Table 2.1 (Passenger Train Slots) the entries in Service Group EJ04 shall be deleted and replaced with the entries set out in Appendix 1 to this Supplemental Agreement.

**5. GENERAL**

The parties agree that 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" or, as the case may be, the "Agreement", "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.

**6. 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.

**7. LAW**

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

**8. 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 of which 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. Frobitzer* .....

Print name..... *M. J. Frobitzer* .....

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by.....  .....

Print name..... *Patrick Weaver* .....

Duly authorised for and on behalf of  
**LONDON & BIRMINGHAM RAILWAY LIMITED**

**Appendix 1**

| 1  |                       |                           |             |          |             | 2                     |          |        |
|--|-----------------------|---------------------------|-------------|----------|-------------|-----------------------|----------|--------|
| Service Group EJ04 West Midlands Inter Urban |                       |                           |             |          |             |                       |          |        |
| Service description                          |                       |                           |             |          |             | Passenger Train Slots |          |        |
| From   | To                    | Via                       | Description | TSC      | Timing Load | Weekday               | Saturday | Sunday |
| Birmingham New Street                        | Crewe                 | Penkridge                 | 4.1         | 22300000 | 350         | 2                     | 3        | 0      |
| Birmingham New Street                        | Liverpool Lime Street | Crewe, Runcorn            | 4.2         | 22300000 | 350         | 26                    | 27       | 12     |
| Crewe  | Birmingham New Street | Penkridge                 | 4.4         | 22300000 | 350         | 1                     | 2        | 1      |
| Crewe  | Liverpool Lime Street | Runcorn                   | 4.5         | 22300000 | 350         | 3                     | 3        | 0      |
| Liverpool Lime Street                        | Birmingham New Street | Crewe, Runcorn            | 4.6         | 22300000 | 350         | 30                    | 29       | 11     |
| Liverpool Lime Street                        | Crewe                 | Runcorn                   | 4.7         | 22300000 | 350         | 2                     | 1        | 1      |
| Birmingham New Street                        | Shrewsbury            | Wolverhampton             | 4.8         | 22266000 | 170         | 17                    | 16       | 0      |
| Shrewsbury                                   | Birmingham New Street | Wolverhampton             | 4.9         | 22266000 | 170         | 18                    | 16       | 0      |
| Shrewsbury                                   | Wolverhampton         | Direct                    | 4.10        | 22266000 | 170         | 1                     | 0        | 0      |
| Wolverhampton                                | Shrewsbury            | Direct                    | 4.11        | 22266000 | 170         | 2                     | 1        | 0      |
| Birmingham Int                               | Liverpool             | Direct                    | 4.12        | 22300000 | 350         | 1                     | 0        | 0      |
| Crewe  | Birmingham New Street | Stoke-on-Trent, Penkridge | 4.13        | 22300000 | 350         | 1                     | 0        | 0      |
| Birmingham New St                            | Crewe                 | Stoke-on-Trent, Penkridge | 4.14        | 22300000 | 350         | 1                     | 1        | 0      |