

# 12<sup>th</sup> Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**ABELLIO SCOTRAIL LIMITED**  
as Train Operator

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relating to amendments to the Track Access Contract  
dated 03 March 2016  
Additions to Specified Equipment

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**THIS 12<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated 22 June 2018 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) Abellio ScotRail Limited, (the "Train Operator"), a company registered in Scotland under number SC450732 having its registered office at 5th Floor, Culzean Building 36 Renfield Street, Glasgow, G2 1LU, United Kingdom.

**Background:**

- (A) The Train Operator and Network Rail entered into a Track Access Contract (Passenger Services) dated 03 March 2016 pursuant to section 18(7) of the Act as amended by various supplemental agreements in a form approved by the Office of Rail and Road (which Track Access Contract as subsequently amended 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:

- 1.1 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**" means the date of this agreement.

**2. EFFECTIVE DATE AND DURATION**

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

**3. ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

#### **4. AMENDMENTS TO THE CONTRACT**

- 4.1 In Schedule 5 of the Contract, Clause 5.1 (a) relating to Specified Equipment, shall be amended to include, 'Class 43 Diesel Loco' and 'MK III Coaching Vehicles.

#### **5. 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.

#### **6. LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

#### **7. THIRD PARTY RIGHTS**

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

**8. COUNTERPARTS**

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF** this Supplemental Agreement comprising this and the foregoing 2 pages are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by  
*DAVID DICKSON* at *GLASGOW* on  
*22 JUNE 2018* in the presence of:-

Witness: *MS Reg*  
.....

Full Name: *NICHOLAS PRATT*  
.....

Address: *151 ST VINCENT STREET*  
*GLASGOW*  
.....

*David Dickson*  
.....

SIGNED on behalf of **ABELLIO SCOTRAIL LIMITED** by *SAN PRICE* at  
*GLASGOW* on *22 JUNE 2018* in the presence  
of:-

Witness: *Karand Lal*  
.....

Full Name: *KARANDAL SIDHU*  
.....

Address: *ATRIUM COURT*  
*GLASGOW*  
.....

*San Price*  
.....