

# Second Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**RAIL OPERATIONS (UK) LIMITED**

as Train Operator

relating to the Track Access Contract (Charter Passenger  
Services) dated 15 April 2016

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**THIS SECOND SUPPLEMENTAL AGREEMENT** is dated 27 July 2018 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, (“Network Rail”), a company registered in England under number 2904587 having its registered office at One Eversholt Street, London, NW1 2DN; and
- (2) **RAIL OPERATIONS (UK) LIMITED**, (the “Train Operator”), trading as Rail Operations Group, a company registered in England under number 08556176 having its registered office at 400 Harrow Road, Paddington, London W9 2HU

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Charter Passenger Services) dated 15 April 2016 pursuant to a General Approval issued by the Office of Rail and Road (then Office of Rail Regulation) entitled “Passenger Access (Model Charter Track Access Contract) General Approval 2009”, as amended by various supplemental agreements (which Track Access Contract is hereafter referred to as the “Contract”).
- (B) The parties now propose to enter into this Second Supplemental Agreement in order to amend the Contract as described herein.

**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;
- (B) “Effective Date” means the date of this Second Supplemental Agreement.

2. **ORR GENERAL APPROVAL**

This Second Supplemental Agreement is entered into pursuant to the Passenger Access (Model Charter Track Access Contract) General Approval 2009.

3. **EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Second Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

4. **AMENDMENTS TO THE CONTRACT**

- 4.1 In Clause 1.1 the definition of "Expiry Date" shall be deleted and replaced with: "**Expiry Date**" means 31st December 2019;".
- 4.2 In Schedule 1: Contact Particulars: The Train Operators address for the services of notices shall be deleted and replaced with:
2. The Train Operator's address for the service of notices is:
- 400 Harrow Road  
Paddington  
London  
W9 2HU  
Tel: 020 7002 7710  
Fax: 020 7002 7788
- All written notices to be marked:
- "URGENT: ATTENTION THE COMPANY SECRETARY &  
COMMERCIAL DIRECTOR
- and copied to: MANAGING DIRECTOR
- 4.3 In Clause 8.1.1 the definition of 'Relevant Train Operator Mileage' shall be deleted and replaced with: '**Relevant Train Operator Mileage**' means, in respect of any Financial Year, the aggregate mileage travelled by all empty coaching stock and passenger services operated by the Train Operator under this contract during that Financial Year as recorded in Network Rail's billing systems (unless there is a manifest error in such figure);

5. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

The Contract, as amended by this Second 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 Second 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 Second Supplemental Agreement.

6. **THIRD PARTY RIGHTS**

No person who is not a party to this Second Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Second Supplemental Agreement.

7. **LAW**

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

8. **COUNTERPARTS**

This Second Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Second 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 Second Supplemental Agreement on the date first above written

**SIGNED** by  .....

Print name Paul McManus .....

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

**SIGNED** by  .....

Print name Paul O'Connell .....

Duly authorised for and on behalf of  
**RAIL OPERATIONS (UK) LIMITED**