

**THIRTY THIRD SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC**

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**Relating to Schedule 5 of the Track Access Contract (Non-Franchised Passenger Services)**

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**THIS THIRTY THIRD SUPPLEMENTAL AGREEMENT** is dated 17<sup>th</sup> December 2019 and made

Between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under company number 2904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) **NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC** (the “**Train Operator**”), a company registered in England under number 2490244, having its registered office at Pickering Station, Pickering, North Yorkshire, YO18 7AJ.

**Whereas:**

- A. The parties entered into a Track Access Contract (Passenger Services) dated 18 January 2007 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 in a form approved by ORR pursuant to Section 22 of the Act (the “**Contract**”).
- B. The parties propose to enter into this Supplemental Agreement in order to amend Schedule 5 of the contract.

**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; and
- 1.2 “**Effective Date**”: means the date upon which ORR issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

**2. EFFECTIVE DATE AND TERM**

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 23.59 hours on the Subsidiary Change Date 2020 or on the earlier termination of the Contract.

**3. AMENDMENTS TO THE CONTRACT**

- 3.1 In Schedule 5 *Table 2.1: Passenger Train Slots* shall be deleted and replaced by a new *Table 2.1: Passenger Train Slots* as set out in Annex A to this Supplemental Agreement.

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

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 with effect from and including the Effective Date and during the period in which the amendments made by the 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. LAW**

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

**6. 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 but one and the same instrument.

**7. 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.

**IN WITNESS WHEREOF** Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

**SIGNED** by  .....

Print name ROB MCNISH .....

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

**SIGNED** by .....

Print name .....

Duly authorised for and on behalf of  
**NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC**

## Annex A

Table 2.1: Passenger Train Slots<sup>1</sup>

1					2		
Service Group PR01							
Service description North Yorkshire Moors Railway					Passenger Train Slots		
From	To	Via	Description	TSC	Total Weekday	Saturday	Sunday
Grosmont	Whitby	N/A	N/A	22241000	5	5	N/A
Whitby	Grosmont	N/A	N/A	22241000	5	5	N/A

Notes to Table:

<sup>1</sup> These Services may only be scheduled to operate on the dates as set out in Appendix 1 to this Schedule 5.

**IN WITNESS WHEREOF** Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

**SIGNED** by.....

Print name.....

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

**SIGNED** by .....

Print name LIZ PARKES.....

Duly authorised for and on behalf of  
**NORTH YORKSHIRE MOORS RAILWAY ENTERPRISES PLC**