

Thirty Sixth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

EAST COAST MAIN LINE COMPANY LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 4th February 2005

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THIS THIRTY SIXTH SUPPLEMENTAL AGREEMENT is dated 8/3/2012 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 2904587 having its registered office at Kings Place, 90 York Way, London N1 9AG; and
- (2) **EAST COAST MAIN LINE COMPANY LIMITED**, (the "Train Operator"), a company registered in England under number 4659708 having its registered office at 4th Floor, One Kemble Street, London WC2B 4AN.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 04 February 2005 in a form approved by the Office of Rail Regulation 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 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:

- (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: 00.01 hours 12th March 2012.

2. **OFFICE OF RAIL REGULATION – GENERAL APPROVAL**

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

3. **EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect from 00.01 hours 19th March 2012 or upon the earlier termination of the Contract.

4. **AMENDMENTS TO THE CONTRACT**

4.1 Under Part 4 of Schedule 2, *Other Routes*, insert the following:

“4.6 Route for Class 390 test run

a) London King’s Cross to Edinburgh Waverley Station via Welwyn, Sandy, Grantham, Newark, Retford, Doncaster, main line between Templehirst and Hambleton (Yorks), York, Darlington, Durham, Newcastle and Berwick.

b) Any other route as required to make the Ancillary and Stabling Movements associated with the test run as agreed in writing by the parties.”

4.2 Under Paragraph 2.11 of Schedule 5 Part B, insert the following:

“2.12 The Train Operator has Contingent Rights to operate one journey only (empty coaching stock) between Edinburgh Waverley and London King’s Cross and one journey only (empty coaching stock) between London King’s Cross and Edinburgh Waverley, and Contingent Rights to the Ancillary and Stabling Movements associated with these two journeys.”

4.2 Under Paragraph 5.3 of Schedule 5 Part B, insert the following:

“Use of Class 390 electric multiple units for train testing purposes

5.3.2 (a) The Train Operator has Contingent Rights to operate Class 390 electric multiple units for train testing purposes in accordance with paragraph 2.12 of this Schedule 5 Part B.

5.3.2 (b) The rights within 5.3.2 (a) can only be exercised if Class 390 electric multiple units hold a valid NRAP certificate for any routes used.”

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. **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**

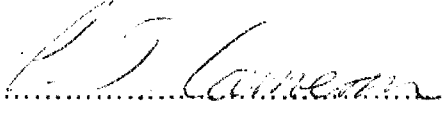
This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

IN WITNESS 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..... P. VERRIER

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by 

Print name..... P. J. CAMERON

Duly authorised for and on behalf of
EAST COAST MAIN LINE COMPANY LIMITED