

Thirty First Supplemental Agreement

# Thirty First Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**EAST MIDLANDS TRAINS LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 11 November 2007

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**THIS THIRTY FIRST SUPPLEMENTAL AGREEMENT** is dated 29 February 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 (“Network Rail”); and
- (2) **EAST MIDLANDS TRAINS LIMITED**, (the “Train Operator”), a company registered in England under number 05340682 having its registered office at Friars Bridge Court, 41-45 Blackfriars Road, London SE1 8NZ.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 11 November 2007 in a form approved by the Office of Rail Regulation pursuant to section 18(7) of the Act (this track access contract is hereafter referred to as the “**Contract**”).
- (B) The parties propose to enter into this Supplemental Agreement in order to amend Schedule 5.

**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: 0200, 04 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 at the Expiry Date or earlier termination of the Contract.

4. **AMENDMENTS TO THE CONTRACT**

- 4.1 That the benchmarks in Appendix 1, Service Group EM03, Performance Point (Column B) of Schedule 8 of the Contract shall be deleted and replaced with the following new entries set out in the table below (with the table headings included for ease of reference only):

B	
Network Rail	
Performance Point	
2009-10	3.5166
2010-11	3.3799
2011-12	3.2444
2012-13	3.1546
2013-14	3.0673

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..... *M. J. Frobisher* .....

Print name..... *MARTIN FROBISHER 29/2/12.* .....

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

**SIGNED** by..... *T.M. Sayer* .....

Print name..... *T M SAYER 28/11/12* .....

Duly authorised for and on behalf of  
**EAST MIDLANDS TRAINS LIMITED**