

SEVENTH SG SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

HULL TRAINS COMPANY LIMITED

as Train Operator

relating to the Track Access Agreement dated 12
February 2010

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THIS SEVENTH SG SUPPLEMENTAL AGREEMENT is dated 03/01 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) **HULL TRAINS COMPANY LIMITED**, (the "Train Operator"), a private company limited by shares registered in England under company number 3715410, having its registered office at 4th Floor, Europa House, 184 Ferensway, Hull HU1 3UT.

WHEREAS:

- (A) The parties entered into a Track Access Agreement (Passenger Services) dated 12 February 2010 in a form approved pursuant to Section 17 of the Act.
- (B) The parties wish to amend the Agreement in the terms described below.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, words and expressions defined in and rules of interpretation set out in the Agreement shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise.

2. **ORR 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**

- 3.1 The amendments made to the Agreement as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 10 January 2012 or upon the earlier termination of the Agreement.
- 3.2 "Effective Date" means 0200, 3 January 2012.

4. **AMENDMENTS TO THE CONTRACT**

- 4.1 Part of Schedule 2, Paragraph 5 Maintenance Depot Routes shall be amended with the addition of the line set out below:

"Doncaster to Loughborough via Sheffield, for access to Brush Traction"

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

The parties agree that the Agreement, 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 Agreement to “the Agreement”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Agreement 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 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.

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

SIGNED by)
)
duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)


P. VERSTER

SIGNED by)
)
duly authorised for and on behalf of)
HULL TRAINS COMPANY LIMITED)

