19th SUPPLEMENTAL AGREEMENT

DATED

28th March 2024

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

-and-

DIRECT RAIL SERVICES LIMITED

_____

relating to the correction of

Schedule 7

_____

THIS 19th SUPPLEMENTAL AGREEMENT is dated the 28th day of March 2024 and made

BETWEEN

(1)   Network Rail Infrastructure Limited, a company registered in England under number 2904587, having its registered office at Waterloo General Office, London, SE1 8SW ("**Network Rail**"); and

(2)   Direct Rail Services Limited, a company registered in England under number 3020822, having its registered office at Herdus House, Westlake Science and Technology Park, Moor Row, Cumbria, CA24 3HU (the "**Train Operator**").

WHEREAS

(A)   The parties entered into a track access agreement dated 14th December 2019 (the "**Agreement**").

(B)   ORR published a review notice on 20 December 2023 to initiate the implementation of the 2023 periodic review in respect of the Agreement. The notice included an error at paragraph 3.7 of Annex 2 in respect of paragraph 2.4.1.2 of Schedule 7. On 13 March 2024, ORR published a review implementation notice directing the parties to make to the Agreement the relevant changes set out in the review notice.

(C)   The parties now propose to enter into this Supplemental Agreement in order to correct the error in Schedule 7.

IT IS AGREED AS FOLLOWS:

1.   INTERPRETATION

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

2.   EFFECTIVE DATE

Notwithstanding the date on which the parties signed this Supplemental Agreement or the date on which ORR gives its approval to it under section 22 of the Railways Act 1993, it shall take effect on and from 02:01 hours on 1 April 2024.

3.   AMENDMENTS TO THE AGREEMENT

3.1   Amendment to Schedule 7

The definition of UE_{igjt} in Paragraph 2.4.1.2 of Schedule 7 to the Agreement shall be deleted in its entirety and replaced with the new definition of UE_{igjt} set out in the Appendix to this Supplemental Agreement.

3.2 Continuing Agreement

Except as provided in this paragraph 3, the Agreement, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms.

4. GOVERNING LAW

This Supplemental Agreement shall be governed by and construed in accordance with the laws of England and Wales.

5. 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 of which 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

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by

Print name Oliver

Duly authorised

DIRECT RAIL SERVICES LIMITED

APPENDIX

DEFINITION OF UE$_{IGJT}$ IN PARAGRAPH 2.4.1.2 OF SCHEDULE 7

(ATTACHED)

UE_{igjt} means the actual volume of usage (in electrified Vehicle Miles in relation to passenger electric multiple units or electrified kgtm in relation to locomotive hauled units and all freight traffic), if any, of trains operated by or on behalf of the Train Operator in train category i and New Modelled Trains operated by or on behalf of the Train Operator, in Geographic Area g, in tariff band j and in Relevant Year t, pursuant to this contract; provided that where train category i or a New Modelled Train is a Bimodal Electric Multiple Unit or Bimodal Locomotive operating in a Traction-Train Compatible situation, it shall be deemed that all mileage (in Vehicle Miles in relation to passenger electric multiple units or kgtm in relation to locomotive-hauled units and all freight traffic), if any, of such trains is electrified.