

SECOND SUPPLEMENTAL AGREEMENT

DATED

[insert date] 28/3/24

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

-and-

HARSCO RAIL LIMITED

**relating to the correction of
Schedule 7 and Schedule 8**

28 3

THIS SECOND SUPPLEMENTAL AGREEMENT is dated the [●] day of [●] 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) **Harsco Rail Limited**, a company registered in England under number 00977100, having its registered office at Harsco House, Regent Park, 299 Kingston Road, Leatherhead, Surrey KT22 7SG (the “**Train Operator**”).

WHEREAS

- (A) The parties entered into a track access agreement dated 1st November 2020 (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 two errors. The first error is at paragraph 3.7 of Annex 2 in respect of paragraph 2.4.1.2 of Schedule 7. The second error is at paragraph 4.8 of Annex 2 in respect of paragraph 11.2 of Schedule 8. 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 errors in Schedule 7 and Schedule 8.

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_{ijjt} 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_{ijjt} set out in Appendix 1 to this Supplemental Agreement.

3.2 Amendment to Schedule 8

In Paragraph 11.2 of Schedule 8 the table shall be deleted in its entirety and replaced with the new table set out in Appendix 2 to this Supplemental Agreement.

3.3 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.

[redacted]

Signed by

Print name

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

[redacted]

Signed by:



Print name: Andrew Evans

Duly authorised for and on behalf of

HARSCO RAIL LIMITED

APPENDIX 1

DEFINITION OF UE_{IGJT} IN PARAGRAPH 2.4.1.2 OF SCHEDULE 7

(ATTACHED)

UE_{igt} means the actual volume of usage (in electrified Vehicle Miles in relation to passenger electric multiple units or electrified kgm 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 kgm in relation to locomotive-hauled units and all freight traffic), if any, of such trains is electrified.

APPENDIX 2

TABLE IN PARAGRAPH 11.2 OF SCHEDULE 8

(ATTACHED)

Incident Cap	Incident Cap Access Charge Supplement Rate (£ per Combined Network Contract Mile operated in a Charging Period) expressed in pounds sterling and rounded to four decimal places
1,000 Minutes	0.1662
2,000 Minutes	0.0864
3,000 Minutes	0.0507
4,000 Minutes	0.0357
5,000 Minutes	0.0280
6,000 Minutes	0.0237
7,000 Minutes	0.0206
8,000 Minutes	0.0177
9,000 Minutes	0.0151
10,000 Minutes	0.0126
No Incident Cap	None