

49th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SCOTRAIL TRAINS LIMITED
as Train Operator

relating to amendments to the Track Access Contract
dated 03 March 2016
for changes to Tables 2.1 and 2.2 of Schedule 5

CONTENTS

1.	INTERPRETATION	2
2.	EFFECTIVE DATE AND DURATION	3
3.	AMENDMENTS TO THE CONTRACT	3
4.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	3
5.	LAW	3
6.	THIRD PARTY RIGHTS	4
7.	COUNTERPARTS	4

THIS 49TH SUPPLEMENTAL AGREEMENT is dated [] and made

Between:

- (1) Network Rail Infrastructure Limited, ("Network Rail"), a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London NW1 2DN; and
- (2) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC328826 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, United Kingdom, G2 6HQ, United Kingdom.

Background:

- (A) Network Rail and Abellio ScotRail Limited entered into a Track Access Contract (Passenger Services) (which is hereafter referred to as the "**Contract**") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (B) By virtue of the Transfer Scheme, the Train Operator is now vested in the interest of Abellio ScotRail Limited in the Contract.
- (C) The Parties have agreed 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:

- 1.1 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;
- 1.2 "**Amendments**" means the amendments to the Contract set out in Clause 3 to this Supplemental Agreement;
- 1.3 "**Appendix**" means the appendix attached to this Supplemental Agreement;
- 1.4 "**Effective Date**" means the later of 0200 hours on the Principal Change Date (PCD) 2024 and the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22A of the Act, of the terms of this Supplemental Agreement; and

- 1.5 **“Parties”** means Network Rail and the Train Operator; and
- 1.6 **“Transfer Scheme”** means the Transfer Scheme dated 31 March 2022 made by the Scottish Ministers pursuant to Section 12 and Schedule 2 of The Railways Act 2005 in favour of ScotRail Trains Limited in respect of certain property, rights and liabilities of Abellio ScotRail Limited.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Table 2.1 of Schedule 5, in HA02 the table relating to Service 5870 Fife and Leven shall be deleted in its entirety, including the footnote, and replaced with the table in the Appendix A.
- 3.2 In Table 2.1 of Schedule 5, in HA02 the table relating to Service 584 North Berwick - Edinburgh shall be deleted in its entirety and replaced with the table in the Appendix B.
- 3.3 In Table 2.2 of Schedule 5, in HA02 the table relating to Service 584 North Berwick - Edinburgh shall be deleted in its entirety, including the footnote. For reference, the table and footnote to be deleted from the Contract is displayed in appendix C to this Supplemental Agreement.

4. 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.

5. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

6. THIRD PARTY RIGHTS

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any rights in favour of third parties under the Contract (Third Party Rights)

(Scotland) Act 2017 to enforce or otherwise invoke any provision of this Supplemental Agreement or the Contract.

7. 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 one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing 3 pages and the Appendix are executed as follows:-

SIGNED on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by at _____ on _____
in the presence of:-

Witness: _____

Full Name: _____

Address: _____

SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by _____ at _____
on _____ in the presence of:-

Witness: _____

Full Name: _____

Address: _____

APPENDIX A

Table 2.1: Passenger Train Slots

1						2		
Service Group HA02: East Coast Suburban								
Service 5870: Fife & Leven						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Edinburgh Waverley	Cowdenbeath	Dunfermline	2.51	23587003	158	16	17	0
Edinburgh Waverley	Glenrothes with Thornton	Dunfermline	2.52	23587003	158	20	18	12
Edinburgh Waverley	Glenrothes with Thornton	Burntisland	2.53	23587003	158	1	0	0
Glenrothes with Thornton	Edinburgh Waverley	Burntisland	2.54	23587003	158	1	0	2
Edinburgh Waverley	Inverkeithing	South Gyle	2.71	23587003	158	1	0	0
Cowdenbeath	Edinburgh Waverley	Dunfermline	2.75	23587003	158	15	16	0
Glenrothes with Thornton	Edinburgh Waverley	Dunfermline	2.77	23587003	158	22	20	11
Edinburgh	Leven	Kirkcaldy	2.78	23587003	158	18	18	14
Leven	Edinburgh	Kirkcaldy	2.79	23587003	158	19	19	14

APPENDIX B

Table 2.1: Passenger Train Slots

1						2		
Service Group HA02: East Coast Suburban								
Service 584: North Berwick – Edinburgh						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Edinburgh Waverley	Dunbar	Musselburgh	2.20	23584003	380-4	6	5	0
Edinburgh Waverley	North Berwick	Musselburgh	2.21	23584003	380-4	18	26	13
Haymarket	North Berwick	Musselburgh	2.22	23584003	380-4	1	0	0
Dunbar	Edinburgh Waverley	Musselburgh	2.23	23584003	380-4	5	4	0
North Berwick	Edinburgh Waverley	Musselburgh	2.25	23584003	380-4	20	27	13
North Berwick	Haymarket	Musselburgh	2.26	23584003	380-4	1	0	0
Prestonpans	Edinburgh Waverley	Musselburgh	2.27	23584003	380-4	1	0	0

APPENDIX C – to be removed in entirety.

Table 2.2: Additional Passenger Train Slots

1						2		
Service Group HA02: East Coast Suburban								
Service 584: North Berwick – Edinburgh						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Edinburgh Waverley ¹	Dunbar	Musselburgh	2.20	23584003	380-4	1	0	0

¹ From the Principle Change Date 2024 this right will revert to “Not used”.