

# 64<sup>th</sup> Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED  
as Network Rail

and

TRANSPENNINE TRAINS LIMITED  
as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 03 MARCH 2016

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**THIS 64<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated 20/05/2024 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London SE1 8SW ("**Network Rail**"); and
- (2) **TRANSPENNINE TRAINS LIMITED**, a company registered in England under number 12544930 having its registered office at Great Minister House, 2nd Floor Franchise Resilience and Mobilisation Team, 33 Horseferry Road, London, SW1P 4DR (the "**Train Operator**").

**WHEREAS:**

The parties have been directed under Section 22A of the Act to enter into this 64th Supplemental Agreement in order to amend the Contract as described below.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) "Effective Date" means the later of the date on which the parties enter into the terms of this Supplemental Agreement pursuant to directions from ORR under Section 22A of the Act and 02:00 on 13 December 2025.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

3. **AMENDMENTS TO CONTRACT**

3.1 In Schedule 5, Table 2.2 for service group EA01 shall be deleted in its entirety and replaced with the table in Annex 1.

4. **GENERAL**

The parties agree that 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” or, as the case may be, the “Agreement”, “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. **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.

6. **LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

7. **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.....

Duly authorised for and on behalf of

**TRANSPENNINE TRAINS LIMITED**

**APPENDIX A**

Table 2.2: Additional Passenger Train Slots<sup>56th</sup>

<u>1</u>						<u>2</u>		
<b>Service Group: EA01</b>								
<b>Service description: North Transpennine</b>						<b>Passenger Train Slots</b>		
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Timing Load</b>	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Edinburgh	Berwick-Upon-Tweed		Northbound	21731000	802	<u>2</u> <sup>1,3</sup>	2 <sup>2,3</sup>	0
Berwick-Upon-Tweed	Edinburgh		Southbound	21731000	802	2 <sup>2,3</sup>	2 <sup>2,3</sup>	0
York	Scarborough		Eastbound	21732000	185	<u>0</u> <sup>4</sup>	6 <sup>4</sup>	6 <sup>4</sup>
Manchester Victoria	Newcastle		Eastbound	21731000	802	<u>1</u> <sup>3</sup>	1 <sup>3</sup>	1 <sup>3</sup>
Scarborough	York		Westbound	21732000	185	<u>0</u> <sup>4</sup>	6 <sup>4</sup>	6 <sup>4</sup>
Newcastle	Manchester Victoria		Westbound	21731000	802	1 <sup>3</sup>	1 <sup>3</sup>	1 <sup>3</sup>
Huddersfield	Leeds		Eastbound	21733000	185	8 <sup>3</sup>	8 <sup>3</sup>	8 <sup>3</sup>
Leeds	Huddersfield		Westbound	21733000	185	8 <sup>3</sup>	8 <sup>3</sup>	8 <sup>3</sup>

<sup>1</sup> Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation. Seven services permitted to call at Reston. One service only permitted to call at Cramlington and required to operate in diesel mode between Newcastle and Longniddry unless expressly agreed by Network Rail. A second service only permitted to call at Cramlington if expressly agreed by Network Rail prior to operation and required to operate in diesel mode between Newcastle and Longniddry unless expressly agreed by Network Rail.

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<sup>2</sup> Required to operate in diesel mode between Chathill and Longniddry unless expressly agreed by Network Rail prior to operation. Seven services permitted to call at Reston.  
One service only permitted to call at Cramlington and required to operate in diesel mode between Newcastle and Longniddry unless expressly agreed by Network Rail.

<sup>3</sup> From the Subsidiary Change Date 2026 the quantum will revert to 0

<sup>4</sup> From the Subsidiary Change Date 2026 the quantum will revert to 0, These services are additional seasonal services and will only operate between periods D – H inclusive.