

6th Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

WEST COAST RAILWAY COMPANY LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) (“The Jacobite”) dated 28 May 2020 and extension of Expiry Date

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THIS SIXTH SUPPLEMENTAL AGREEMENT is dated the 26th day of August 2024 and made

BETWEEN:

- 1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, (“Network Rail”), a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW; and
- (2) **WEST COAST RAILWAY COMPANY LIMITED**, (the “Train Operator”), a company registered in England under number 03066109 having its registered office at Jesson Way, Crag Bank, Carnforth, Lancashire LA5 9UR.

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) (“The Jacobite”) dated 28 May 2020 in a form approved by the Office of Rail and Road pursuant to Section 18(7) of the Act (which Track Access Contract is hereafter referred to as the “Contract”).
- (B) The parties now propose 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:

- (A) 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;
- (B) “Effective Date” means the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

- 3.1 In paragraph 1.1 Definitions “Expiry Date” of 1 - Interpretation to the Agreement, the date “31 October 2024.” shall be deleted and replaced with the date “31 October 2029.”.
- 3.2 In table 5.1 (a) ‘Firm Rights to operate the following railway vehicles’ of clause 5 - Specified Equipment in Schedule 5, “LNER CI B1” to be deleted.

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. **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 whereof 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 HENRY BATES
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by

Print name JAMES SHUTTLEWORTH
Duly authorised for and on behalf of
WEST COAST RAILWAY COMPANY LIMITED