

# Twenty First Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED  
as Network Rail

and

FIRST TRENITALIA WEST COAST RAIL LIMITED  
as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1 December 2022

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**THIS TWENTY FIRST SUPPLEMENTAL AGREEMENT** is dated 26/11/2024 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) **FIRST TRENITALIA WEST COAST RAIL LIMITED**, a company registered in England under number 10349442 having its registered office at 8<sup>th</sup> Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the "Train Operator").

**WHEREAS:**

The parties have been directed under Section 22A of the Act to enter into this Twenty First 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: 02:00 on 15 December 2024

2. **EFFECTIVE DATE AND TERM**

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect 90 days after the Effective Date.

3. **ORR – GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

4. **AMENDMENTS TO SCHEDULE 5**

4.1 Table 2.2 (Additional Passenger Train Slots)” shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.

5. **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.

6. **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.

7. **LAW**

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

8. **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.....Gary Walsh.....  
Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by 

Print name: ANDY MELLORS  
Duly authorised for and on behalf of  
**FIRST TRENITALIA WEST COAST RAIL LIMITED**

APPENDIX A

Table 2.2: Additional Passenger Train Slots<sup>2nd, 11th 14th 21st</sup>

1					2		
Service Groups HF01, HF02, HF03 and HF04							
Service description London Euston to Liverpool Lime Street					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Euston	Birmingham New Street		HF01.2	22100001	0	0	1 <sup>3</sup>
Chester	London Euston		HF02.3	22104001	1 <sup>3</sup>	0	0
Chester	Crewe		HF02.15	22104001	0	1 <sup>3</sup>	0
Manchester Piccadilly	London Euston		HF03.11	22108001	1 <sup>3</sup>	0	0
London Euston	Liverpool Lime Street		HF04.2	22109001	12 <sup>1</sup>	12 <sup>1</sup>	5 <sup>1</sup>
Liverpool Lime Street	London Euston		HF04.5	22109001	11 <sup>2</sup>	11 <sup>2</sup>	4 <sup>2</sup>
Liverpool Lime Street	Birmingham		HF04.6	22109001	0	0	1 <sup>3</sup>

1 Due to the temporary relinquishment of firm passenger train slots the following shall apply: -

- from 5 August 24 to 14 December 24: quantum shall be reduced to Weekday 1, SO 1, SUN 1
- from 15 December 24 to 17 May 25: quantum shall be reduced to Weekday 3, SO 2, SUN 2
- from 17 May 25 to 13 December 25: quantum shall be reduced to Weekday 6, SO 5, SUN 4

2 Due to the temporary relinquishment of firm passenger train slots the following shall apply: -

- from 5 August 24 to 14 December 24: quantum shall be reduced to Weekday 0, SO 0, SUN 1
- from 15 December 24 to 17 May 25: quantum shall be reduced to Weekday 2(\*), SO 3, SUN 0
- from 17 May 25 to 13 December 25: quantum shall be reduced to Weekday 6, SO 6, SUN 2

\*1 train shall only have right to run from Crewe to London Euston

3 Rights valid for 90 days from 15 December 2024