

**SIXTY SIXTH 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 SIXTY SIXTH SUPPLEMENTAL AGREEMENT** is dated 26<sup>th</sup> November 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) **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**").

**BACKGROUND:**

- (A) Network Rail and First TransPennine Express Limited entered into a Track Access Contract (Passenger Services) dated 03 March 2016 and amended by various supplemental agreements in a form approved and directed by the Office of Rail and Road pursuant to section 17 of the Railways Act 1993 ("the Act") hereafter referred to as the "**Contract**".
- (B) On 28 May 2023, the rights and obligations of First TransPennine Express Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 28 May 2023 under schedule 2 of the Railways Act 2005.
- (C) Network Rail and the Train Operator (the parties) now propose to enter into this Supplemental Agreement 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; and
- 1.2 "Effective Date" means: 02:00 on 15 December 2024.

**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 at 01:59 on the Subsidiary Change Date 2025.

### **3 AMENDMENTS TO THE CONTRACT**

#### **3.1 Schedule 5 of the Track Access Contract shall be updated as follows:**

Under 'Service Group EA07 – Anglo-Scottish, Table 2.2: Additional Passenger Train Slots', the lines of entry in Appendix A will be added.

### **4 GENERAL**

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 any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

SIGNED Phil James )

duly authorised for and on behalf of )  
NETWORK RAIL )  
INFRASTRUCTURE LIMITED )



SIGNED by DARREN HIGGINS )

duly authorised for and on behalf of )  
TRANSPENNINE TRAINS LIMITED )



**APPENDIX A**

**Service Group EA07 – Anglo-Scottish**

**Table 2.2: Additional Passenger Train Slots** <sup>57th, 59th, 66th</sup>

1						2		
<b>Service Group: EA07</b>								
<b>Service description: Anglo-Scottish</b>						<b>Passenger Train Slots</b>		
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b><u>TSC</u></b>	<b>Timing Load</b>	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Manchester Airport	Oxenholme Lake District		Eastbound	21732000	185	1 <sup>77</sup>	1 <sup>78</sup>	1 <sup>79</sup>
Oxenholme Lake District	Manchester Airport		Eastbound	21732000	185	1 <sup>80</sup>	1 <sup>81</sup>	1 <sup>82</sup>

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<sup>77</sup> From the Subsidiary Change Date 2025 the quantum will revert to 0

<sup>78</sup> From the Subsidiary Change Date 2025 the quantum will revert to 0

<sup>79</sup> From the Subsidiary Change Date 2025 the quantum will revert to 0

<sup>80</sup> From the Subsidiary Change Date 2025 the quantum will revert to 0

<sup>81</sup> From the Subsidiary Change Date 2025 the quantum will revert to 0

<sup>82</sup> From the Subsidiary Change Date 2025 the quantum will revert to 0