

Twenty Second 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 SECOND SUPPLEMENTAL AGREEMENT is dated 26/03/2025 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 8th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the "Train Operator").

WHEREAS:

The parties have been directed under Section 22 of the Act to enter into this Twenty- Second 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 22 of the Act and 02:01 on 18 May 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 SCHEDULE 5**

3.1 Table 2.1 (Passenger Train Slots) HF08 shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.

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

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 *Gary Walsh*

Print name.....Gary Walsh.....

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

Andy Mellors

SIGNED by

Print name: ANDY MELLORS

Duly authorised for and on behalf of

FIRST TRENITALIA WEST COAST RAIL LIMITED

APPENDIX A

Table 2.1: Passenger Train Slots

1						2					
Service Group 8: London Euston and Birmingham New Street to Glasgow Central and Edinburgh											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London Euston	Glasgow Central	WCML, Coventry	HF08.1	22114001	Class 390-125T	N/A	2	2	4	3	4
London Euston	Edinburgh	WCML, Coventry	HF08.2	22114001	Class 390-125T	N/A	1	5	6	6	5
Birmingham New Street	Glasgow Central	WCML	HF08.3	22114001	Class 390 125T	N/A	N/A	1	1	1	1
Birmingham New Street	Edinburgh	WCML	HF08.4	22114001	Class 390 125T	N/A	N/A	1	1	1	N/A
Glasgow Central	London Euston	WCML, Coventry	HF08.5	22114001	Class 390-125T	N/A	N/A	4	4	4	5
Edinburgh	London Euston	WCML, Coventry	HF08.6	22114001	Class 390-125T	N/A	N/A	7	7	6	4
Glasgow Central	Birmingham New Street	WCML	HF08.7	22114001	Class 390 125T	N/A	N/A	N/A	N/A	1	0
Edinburgh	Birmingham New Street	WCML	HF08.8	22114001	Class 390 125T	N/A	N/A	N/A	N/A	1	1
London Euston	Crewe	WCML, Coventry	HF08.9	22114001	Class 390-125T	N/A	1	2	3	2	2
Wolverhampton	Glasgow Central	WCML	HF08.10	22114001	Class 390-125T	N/A	N/A	1	1	1	N/A
Preston	Birmingham New Street	WCML	HF08.11	22114001	Class 80x-E	N/A	N/A	1	1	N/A	1

1						2					
Service Group 8: London Euston and Birmingham New Street to Glasgow Central and Edinburgh											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Lancaster	London Euston	WCML, Coventry	HF08.12	22114001	Class 390-125T	N/A	N/A	1	1	1	N/A
London Euston	Blackpool North	WCML, Coventry	HF08.xx	22114001	Class 390-125T	N/A	N/A	0 ⁴	0 ⁴	2	N/A
Blackpool North	London Euston	WCML, Coventry	HF08.13	22114001	Class 390-125T	N/A	N/A	0 ⁴	0 ⁴	2	N/A
Glasgow Central	Crewe	WCML	HF08.14	22114001	Class 390-125T	N/A	N/A	1	1	N/A	1
London Euston	Preston	WCML, Coventry	HF08.15	22114001	Class 390-125T	N/A	N/A	N/A	N/A	1	1
Preston	London Euston	WCML, Coventry	HF08.16	22114001	Class 390-125T	N/A	N/A	1 ³	1 ³	1	1
Birmingham New Street	Preston	WCML	HF08.17	22114001	Class 390-125T	N/A	N/A	N/A	N/A	N/A	1

Notes to Table:

- 1 Peak times – arriving London Euston between 07.30 and 10.30, departing London Euston between 15.30 and 18.30
- 2 Off-Peak times - arriving at and departing from a relevant station outside Peak times
- 3 Runs from Crewe
- 4 Reverts to 2 from 14 December 2025

APPENDIX B

Table 2.2: Additional Passenger Train Slots^{2nd 11th 14th 20th 22nd}

1					2		
Service Groups HF01, HF02, HF03, HF04, HF06, HF08							
					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Chester	London Euston		HF02.3	22104001	1 ³	0	1 ⁴
Manchester Piccadilly	London Euston		HF03.11	22108001	1 ³	0	0
London Euston	Liverpool Lime Street		HF04.2	22109001	12 ¹	12 ¹	5 ¹
Liverpool Lime Street	London Euston		HF04.5	22109001	11 ²	11 ²	4 ²
Liverpool Lime Street	Birmingham		HF04.6	22109001	0	0	1 ³
London Euston	Blackpool North		HF06.9	22112001	1 ³	0	0
Blackpool North	London Euston		HF06.10	22112001	1 ³	0	0
London Euston	Glasgow Central		HF08.1	22112001	2 ³	0	0
Glasgow Central	London Euston		HF08.5	22112001	2 ³	0	0

1 Due to the temporary relinquishment of firm passenger train slots the following shall apply: -
 • 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 17 May 25 to 13 December 25: quantum shall be reduced to Weekday 6, SO 6, SUN 2

3 Rights shall revert to zero from 14 December 25

4 Right applies from Crewe to London Euston only