

45th Supplemental
Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

SCOTRAIL TRAINS LIMITED
as Train Operator

relating to amendments to the Track Access Contract

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THIS 45TH SUPPLEMENTAL AGREEMENT is dated 21/02/2024 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) ScotRail Trains Limited, (the "Train Operator"), a company registered in Scotland under number SC328826 having its registered office at Atrium Court, 50 Waterloo Street, Glasgow, United Kingdom, G2 6HQ, United Kingdom.

Background:

- (A) The Train Operator and Network Rail entered into a Track Access Contract (Passenger Services)(which is hereafter referred to as the "Contract") dated 03 March 2016 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (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:

- 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;
- 1.2 "**Effective Date**" means the date of this General Approval.
- 1.3 "Appendix" shall mean the appendices and their relevant parts and attached hereto.

2. EFFECTIVE DATE AND DURATION

The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 2359 hours on the Expiry Date or earlier termination of the Contract.

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 THE CONTRACT

The tables in Appendix A to this Supplemental Agreement, including the footnotes, shall be added to table 2.2 of Schedule 5.

5. 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.

6. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the laws of Scotland.

7. THIRD PARTY RIGHTS

No rights shall be conferred under or arising out of this Supplemental Agreement on any person other than the Parties to this Supplemental Agreement and there shall not be created in any circumstances a jus quaesitum tertio in favour of any person.

8. 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 one and the same instrument.

IN WITNESS WHEREOF this Supplemental Agreement comprising this and the foregoing 3 pages and Appendix A are executed as follows:-

SIGNED _____ on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED** by Liam Sumpter at 151 St Vincent Street, Glasgow, G2 5NW on 20 February 2024 in the presence of:

Witness:

Full Name: Christine Grimes

Date 20 February 2024

Address: 151 St Vincent Street, Glasgow, G2 5NW

SIGNED on behalf of **SCOTRAIL TRAINS LIMITED** by Derek Marchant at Atrium Court, Glasgow on 21st February 2024 in the presence of:-

Witness:

Full Name: John Kerr.....

..... Address: Atrium Court,
50 Waterloo Street,
Glasgow G6 2HQ.....

Appendix A

Table 2.2: Additional Passenger Train Slots

1						2		
Service Group HA01: Express								
Service 540: Glasgow – Aberdeen						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Total weekday	Saturday	Sunday
Aberdeen ¹	Dundee	Stonehaven	1.0	23540003	158	1	1	0

1 – These rights will be valid for 90 days only, starting from the date of the effective date of the 45th Supplemental Agreement.

Table 2.2: Additional Passenger Train Slots

1								
Service Group HA06: Glasgow Suburban South								
Service 564: Glasgow – Edinburgh via Shotts / Carstairs								
From	To	Via	Description	TSC	Timing Load	Total week-day	Saturday	Sunday
Glasgow Central High Level ¹	Edinburgh Waverley	Shotts	7.15 Slow or 7.16 Fast	13564825	150	1	1	0

1 – These rights will be valid for 90 days only, starting from the date of the effective date of the 45th Supplemental Agreement.

ENDS.