

53RD SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

TRANSPENNINE TRAINS LIMITED

**Relating to amendments to the Track Access Contract (Passenger Services) dated 3
March 2016**

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This 53RD SUPPLEMENTAL AGREEMENT is dated 28th March 2024 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, 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:

- 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:
 - i) The date on which the Office of Rail and Road issues its approval of the terms of this Supplemental Agreement under Section 22 of the Act.

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 THE CONTRACT

In Schedule 4, Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights shall be deleted and replaced with the version as shown in Annex A to this Supplemental Agreement.

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

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 with effect from and including the date hereof 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 the law of England and Wales.

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 one and the same instrument.

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

SIGNED BY
.....

PRINT NAMEPhil James, Route Director, NWR.

Duly authorized for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY:

**PRINT NAME: DARREN HIGGINS,
COMMERCIAL DIRECTOR, TPT**

Duly authorised for and on behalf of

TRANSPENNINE TRAINS LIMITED

9. ANNEX A

Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights^{34th, 53rd}

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	Description of Possession Response	Comments & Other VTPs to Consider	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)				EBMs Total		
								From	To	Miles	Trains	From	To	Miles	Trains		% Trains	
Edinburgh Waverley (EDB)	Carlisle (CAR)			Full bus replacement Edinburgh (EDB) to Carlisle (CAR)		EA07	100%	EDB	CAR	101.5							0	
																	0	
																	0	
Glasgow Central (GLC)	Carlisle (CAR)			Full bus replacement Glasgow Central (GLC) to Carlisle (CAR)		EA07	100%	GLC	CAR	102.75							0	
																	0	
																	0	
Carlisle (CAR)	Lancaster (LAN)			Full bus replacement Carlisle (CAR) to Lancaster (LAN)		EA07	100%	CAR	LAN	69							0	
																	0	
																	0	
Lancaster (LAN)	Preston (PRE)			Full bus replacement Lancaster (LAN) to Preston (PRE)		EA07	100%	LAN	PRE	21							0	
																	0	
																	0	
Preston (PRE)	Manchester Piccadilly (MAN)	Trains via Bolton		Full bus replacement Preston (PRE) to Manchester Airport (MIA)		EA07	100%	PRE	MIA	41							0	
																	0	
																	0	
Manchester Piccadilly (MAN)	Manchester Airport (MIA)			EA01/EA07 Full bus replacement Manchester Piccadilly (MAN) to Manchester Airport (MIA)		EA01	100%	MAN	MIA	9.75							0	
								EA07	100%	MAN	MIA	9.75						0
Manchester Piccadilly (MAN)	Warrington Central (WAC)	Unable to divert via Newton-le-Willows		Full bus replacement between Manchester Piccadilly (MAN) and Warrington Central (WAC).		EA02	100%	MAN	WAC	16.50							0	
																		0
																		0
Manchester Piccadilly (MAN)	Warrington Central (WAC)	Able to divert via Newton-le-Willows		Partial bus between Warrington Central (WAC) and Manchester Piccadilly (MAN)		EA02	50%					WAC	MAN	16.50			0	
																		0
																		0
Liverpool Lime Street (LIV)	Warrington Central (WAC)			Full bus replacement between Warrington Central (WAC) and Liverpool Lime Street (LIV).		EA02	100%	WAC	LIV	19.00							0	
																		0
																		0
Liverpool Lime Street (LIV)	Liverpool South Parkway (LPY)		If no Merseyrail services running	Full bus replacement between Liverpool South Parkway (LPY) and Liverpool Lime Street (LIV).		EA02	100%	LPY	LIV	6.50							0	
																		0
																		0
Liverpool Lime Street (LIV)	Manchester Victoria (MVC)	Able to divert via Warrington		Partial bus replacement between Liverpool Lime Street (LIV) and Manchester Victoria (MVC)		EA01	50%					LIV	MVC	32.00			0	
																		0
																		0
Liverpool Lime Street (LIV)	Manchester Victoria (MVC)	Unable to divert via Warrington		Full bus replacement between Liverpool Lime Street (LIV) and Manchester Victoria (MVC)		EA01	100%	MAN	MVC	32.00							0	
																		0
																		0
Manchester Victoria (MVC)	Dewsbury (DEW)	Able to divert via Calder Valley		Partial bus replacement between Manchester Piccadilly (MAN) and Dewsbury (DEW)		EA01	100%					MAN	SYB	8.5			0	
													SYB	HUD	19			0
																		0
Manchester Victoria (MVC)	Dewsbury (DEW)	Unable to divert via Calder Valley		Full bus replacement between Manchester Piccadilly (MAN) and Dewsbury (DEW)		EA01	100%	MAN	DEW	38.00							0	
																		0
																		0

Manchester Piccadilly (MAN)	Stalybridge (SYB)	Able to divert via Manchester Victoria	No bus replacement service required		EA01														0			
																					0	
																						0
																						0
																						0
Manchester Victoria (MVC)	Stalybridge (SYB)	Able to divert via Manchester Piccadilly	No bus replacement service required																			
Stalybridge (SYB)	Huddersfield (HUD)	Able to divert via Calder Valley	Full bus replacement between Manchester Piccadilly (MAN) and Huddersfield (HUD).		EA01	100%	MAN	HUD	25.50										0			
																			0			
	Unable To divert via Calder Valley, Heaton Lodge Jn	Full bus replacement between Manchester Piccadilly (MAN) and Huddersfield (HUD) and Huddersfield (HUD) and Manchester Airport (MIA)		EA01	100%	MAN	SYB	7.50											0			
				EA01	100%	SYB	HUD	18.00											0			
				EA01	100%															0		
							HUD	MIA	42											0		
						EA01	100%	MAN	SYB	7.5										0		
		Unable to divert via Calder Valley, Heaton Lodge Jn <u>unavailable</u>	Full bus replacement between Manchester Piccadilly (MAN) and Leeds (LDS) AND Huddersfield (HUD) and Manchester Airport (MIA)		EA01	100%	SYB	HUD	18										0			
					EA01	100%	HUD	LDS	17.25										0			
Huddersfield (HUD)	Dewsbury (DEW)	Unable to divert via <u>Wakefield</u>	Full bus replacement between Huddersfield (HUD) and Leeds (LDS)		EA01	100%	HUD	DEW	8.00										0			
																			0			
																			0			
	Able to divert via <u>Wakefield</u>	Partial bus between Huddersfield (HUD) and Leeds (LDS) and divert via Wakefield (WKK)		EA01	50%								HUD	DEW	8				0			
													DEW	LDS	9.25				0			
																			0			
			Able to use Batley Crossover, Able to divert via <u>Wakefield</u>	Partial bus replacement Huddersfield (HUD) and Dewsbury (DEW)		EA01	50%							HUD	DEW	8				0		
Huddersfield (HUD)	Dewsbury (DEW)	Able to use Batley Crossover, unable to divert via <u>Wakefield</u>	Full bus replacement Huddersfield (HUD) and Dewsbury (DEW)		EA01	100%													0			
																			0			
			Able to use Batley Crossover, able to divert via <u>Wakefield</u>	Partial bus replacement between Dewsbury (DEW) and Leeds (LDS) and divert via Wakefield		EA01	50%												0			
			Unable to use Batley Crossover, unable to divert via <u>Wakefield</u>	Full bus replacement between Dewsbury (DEW) and Leeds (LDS)		EA01	100%												0			
							DEW	LDS	9.25										0			
							DEW	LDS	9.25										0			

Dewsbury (DEW)	Leeds (LDS)	Unable to divert via Wakefield	Full bus replacement between Huddersfield (HUD) and Leeds (LDS).	EA01	100%	HUD	LDS	8										0	
					100%	DEW	LDS	9.25										0	
		Able to divert via Wakefield	Partial bus between Huddersfield (HUD) and Leeds (LDS) and divert via Wakefield (WKK)		EA01	50%						HUD	DEW	8					0
						50%						DEW	LDS	9.25					0
		Able to use Batley Crossover, able to divert via Wakefield	Partial bus replacement between Dewsbury (DEW) and Leeds (LDS) and divert via Wakefield	EA01	50%													0	
		Able to use Batley Crossover, unable to divert via Wakefield	Full bus replacement between Dewsbury (DEW) and Leeds (LDS)	EA01	100%													0	
						DEW	LDS	9.25			DEW	LDS	9.25					0	
Leeds (LDS)	Selby (SBY)	Able to divert via Castleford (Gascoigne Wood Jn exc)	No bus replacement required															0	
																		0	
		Unable to divert via Castleford (Gascoigne Wood Jn exc)	Full bus replacement between Leeds (LDS) and Selby (SBY)	EA01	100%														0
						LDS	SBY	20.75										0	
Selby (SBY)	Hull (HUL)		Full bus replacement between Selby (SEL) and Hull (HUL).	EA01	100%	SBY	HUL	31.00										0	
																		0	
Leeds (LDS)	York (YRK)	Able to divert via Castleford	No bus replacement required															0	
		Unable to divert via Castleford	Full bus replacement required between Leeds (LDS) and York (YRK)	EA01	100%														0
						LDS	YRK	25.50										0	
York (YRK)	Scarborough (SCA)		Full bus replacement between York (YRK) and Scarborough (SCA).	EA01	100%	YRK	SCA	42.00										0	
																		0	
York (YRK)	Darlington (DAR)		Full bus replacement between York (YRK) and Darlington (DAR)	EA01	100%	YRK	DAR	44.25										0	
																		0	
York (YRK)	Middlesbrough (MBR)		Full bus replacement York (YRK) and Middlesbrough (MBR)	EA01	100%													0	
						YRK	MBR	50.75										0	
Darlington (DAR)	Newcastle (NCL)		Full bus replacement Darlington (DAR) and Newcastle (NCL)	EA01	100%													0	
						DAR	NCL	35.75										0	

Manchester Piccadilly (MAN)	Sheffield (SHF)	Able to divert via Boreley or Huddersfield, Manchester to Stockport remains open	No bus replacement required; Sheffield to Stockport passengers travel to Manchester and use other Operators' services to travel back	EA02	100%	MAN	SPT	6.00										0
																		0
		Able to divert via Boreley or Huddersfield, Manchester to Stockport <u>closed</u>	Partial bus replacement between Manchester (MAN) and Stockport (SPT)	EA02							MAN	SPT	6					
		No diversionary route available	Full bus replacement required	EA02	100%	MAN	SPT	6										0
				EA01	100%	SPT	SHF	36.75										0
Sheffield (SHF)	Doncaster (DON)		Full bus replacement between Sheffield (SHF) and Doncaster (DON)	EA01	100%	SHF	DON	17.50										0
																		0
Doncaster (DON)	Scunthorpe (SCU)		Full bus replacement between Doncaster (DON) and Scunthorpe (SCU).	EA02	100%	DON	SCU	23.00										0
																		0
Scunthorpe (SCU)	Cleethorpes (CLE)		Full bus replacement between Scunthorpe (SCU) and Cleethorpes (CLE).	EA02	100%	SCU	CLE	29.00										0
																		0
Middlesbrough (MID)	Salburn (SLB)		Full bus replacement between Middlesbrough (MID) and Salburn (SLB)	EA01	100%	MID	SLB	12.75										0
																		0
Newcastle (NCL)	Berwick-Upon-Tweed (BWK)		Full bus replacement between Newcastle (NCL) and Berwick-Upon-Tweed (BWK)	EA01	100%	NCL	BWK	67										0
																		0
Berwick-Upon-Tweed (BWK)	Edinburgh Waverley (EDB)		Full bus replacement between Berwick-Upon-Tweed (BWK) and Edinburgh (EDB)	EA01	100%	BWK	EDB	57.00										0
																		0
Liverpool Lime Street (LIV)	Preston (PRE)		Full bus replacement between Liverpool Lime Street (LIV) and Preston (PRE)	EA07	100%	LIV	PRE	38.50										0
																		0
York (YRK)	Huddersfield (HUD)	Route unavailable via Wakefield Kirkgate or Castleford	Partial bus replacement between York (YRK) and Huddersfield (HUD)	EA01	50%					YRK	WKK	33						0
					50%					WKK	HUD	14						0
																		0