

SEVENTH SUPPLEMENTAL AGREEMENT

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

And

GRAND CENTRAL RAILWAY COMPANY LIMITED

Relating to the Track Access Agreement dated 18 January 2007

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THIS SEVENTH SUPPLEMENTAL AGREEMENT is dated

2008 and made between:

(1) NETWORK RAIL INFRASTRUCTURE LIMITED, (Network Rail), a private company limited by shares registered in England under company number 2904587, having its registered office at 40 Melton Street, London, NW1 2EE; and

(2) GRAND CENTRAL RAILWAY COMPANY LIMITED (the “Train Operator”) a private company registered in England under company number 3979826 having its registered office at 2, Temple Back East, Temple Quay, Bristol, BS1 6EG.

Whereas:

- (a) The parties entered into a Track access Agreement (Passenger Services) dated 18 January 2007 following direction issued under Section 17 of the Act, as amended by various supplementary agreements in a form approved pursuant to Section 22 of the Act (which Track Access Agreement as subsequently amended is hereafter referred to as the ‘Agreement’).
- (b) The parties now propose to enter into this Supplemental Agreement in order to vary the Contract in the terms described below.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

In this Supplemental Agreement words and expressions defined in and rules of interpretation set out in the Agreement shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise.

2 EFFECTIVE DATE AND TERM

The amendments made to the Agreement as set out in this Supplemental Agreement shall have effect from the date upon which the Office of Rail Regulation (ORR) issues its approval, pursuant to Section 22a of the Act, of the terms of this Supplemental Agreement and shall cease to have effect on the Expiry Date or earlier termination of the Agreement.

3 AMENDMENT TO SCHEDULE 5

In Table 2.1, the entry ‘3’ which appears in the columns marked Total Weekday and Saturday both in the rows relating to Sunderland to Kings Cross and Kings Cross to Sunderland, shall be deleted in both rows and replaced with the entry ‘4’.

In Table 8.3, Departure Time Ranges add in Column 4:

Row 1 (Sunderland – Kings Cross, Mon – Fri)	1 train per day 0900-0930
Row 2 (Kings Cross – Sunderland, Mon – Fri)	1 train per day 1900-1930
Row 3 (Sunderland – Kings Cross, Sat)	1 train per day 0900-0930
Row 4 (Kings Cross – Sunderland, Sat)	1 train per day 1900-1930

4 **AMENDMENT TO SCHEDULE 7**

In the definitions section of paragraph 1 of Schedule 7 – ‘List of Capacity Charge Rates’, the following shall be removed:

Direction/Day	Departure time range (“Service Description”)	Rate (£/TrainMile)
Sunderland to Kings Cross		
Weekdays	0635 – 0705	0.3841
	1215 – 1245	0.3210
	1715 – 1745	0.3293
Saturdays	0635 – 0705	0.2618
	1215 – 1245	0.2618
	1715 – 1745	0.0712
Sundays	0855 – 0925	0.1557
	1325 – 1355	0.1557
	1825 – 1855	0.1557
Kings Cross to Sunderland		
Weekdays	0750 – 0820	0.2360
	1110 – 1140	0.2836
	1625 – 1655	0.5337
Saturdays	0745 – 0815	0.2301
	1110 – 1140	0.2346
	1635 – 1655	0.1719
Sundays	0840 – 0910	0.1614
	1330 – 1400	0.1646
	1805 – 1835	0.1646;

And replaced with the following:

Direction/Day	Departure time range ("Service Description")	Rate (£/TrainMile)
Sunderland to Kings Cross		
Weekdays	0635 – 0705	0.3841
	0900 – 0930	0.2947
	1215 – 1245	0.3210
	1715 – 1745	0.3293
Saturdays	0635 – 0705	0.2618
	0900 – 0930	0.2947
	1215 – 1245	0.2618
	1715 – 1745	0.0712
Sundays	0855 – 0925	0.1557
	1325 – 1355	0.1557
	1825 – 1855	0.1557
Kings Cross to Sunderland		
Weekdays	0750 – 0820	0.2360
	1110 – 1140	0.2836
	1625 – 1655	0.5337
	1900 - 1930	0.1622
Saturdays	0745 – 0815	0.2301
	1110 – 1140	0.2346
	1635 – 1655	0.1719
	1900 – 1930	0.1622
Sundays	0840 – 0910	0.1614
	1330 – 1400	0.1646
	1805 – 1835	0.1646;

5 **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE AGREEMENT**

The parties agree that the Agreement, as amended by this Supplemental Agreement, shall remain in 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 Agreement to 'the Agreement', 'herein', 'hereof', 'hereunder' and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Agreement 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 1990 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 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 by:)
Duly authorised for and on)
behalf of **NETWORK RAIL**)
INFRASTRUCTURE LIMITED)

SIGNED by:)
Duly authorised for and on)
behalf of **GRAND CENTRAL**)
RAILWAY COMPANY LIMITED)