

# Twenty Fourth TG Supplemental

between

**NETWORK RAIL LIMITED**

as Network Rail

and

**STAGECOACH SOUTH WESTERN TRAINS LIMITED**

as Train Operator

relating to

the Track Access Contract (Passenger Services) dated 20 May  
2004

## **CONTENTS**

1. INTERPRETATION	1
2. EFFECTIVE DATE AND TERM	2
3. AMENDMENTS TO THE CONTRACT	2
4. GENERAL	2
5. THIRD PARTY RIGHTS	2
6. LAW	2
7. COUNTERPARTS	2

**THIS TWENTY FOURTH TG SUPPLEMENTAL AGREEMENT** is dated 2008 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Kings Place, 90 York Way, London N1 9AG (“Network Rail”); and
- (2) **STAGECOACH SOUTH WESTERN TRAINS LIMITED**, a company registered in England under number 5599788 having its registered office at Friars Bridge Court, 41-45 Blackfriars Road, London, SE1 8NZ (the “Train Operator”).

**WHEREAS:**

- (A) Network Rail and South West Trains Limited entered into a Track Access Contract (Passenger Services) dated 20 May 2004 in a form approved by the Office of Rail Regulation (“ORR”, previously the Rail Regulator) pursuant to Section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the “Contract”).
- (B) The rights and obligations of South West Trains Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 4 February 2007 under section 200 and Schedule 21 of the Transport Act 2000.
- (C) The parties now propose to enter into this Supplemental Agreement to vary the Contract in the manner and on the terms set out below.

**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; and

“Effective Date” means the later of :

- (A) the date upon which the Office of Rail Regulation issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement; and
- (B) 0200 on the 19<sup>th</sup> September 2008

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 2359 on 31<sup>st</sup> March 2009 or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

**AMENDMENTS TO SCHEDULE 2**

(A) Paragraph 5 ('The Heavy Maintenance Depot Routes') shall be deleted and replaced with the following new paragraph 5:

5. The Heavy Maintenance Depot Routes

5.1 The Heavy Maintenance Depot Routes comprise the following:-

- (a) any of the Core Routes and (if a Disruptive Event under Part H of the Network Code applies) the Diversionary Routes and Depot Routes may also be used to provide access to a heavy maintenance depot; and
- (b) routes extending between Wimbledon Park Depot and Ashford (Chart Leacon) which routes run via: Sutton, Norwood Junction, Redhill and Tonbridge (for the purposes of Ancillary Movements only)

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 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 whereof the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

**SIGNED** by.....

Print name.....  
duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by.....

Print name.....  
duly authorised for and on behalf of