

TWENTIETH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

TRENITALIA c2c LIMITED (trading as c2c)

as Train Operator

Relating to the Track Access Contract dated 3 March 2017

CONTENTS

1.	INTERPRETATION	2
2.	EFFECTIVE DATE AND TERM	2
3.	AMENDMENTS TO THE CONTRACT	2
4.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	3
5.	THIRD PARTY RIGHTS	3
6.	LAW	3
7.	COUNTERPARTS	3

THIS EIGHTEENTH SUPPLEMENTAL AGREEMENT is dated 3rd April and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 2904587 having its registered Waterloo General Office, London, SE1 8SW ("Network Rail"); and
- (2) **TRENITALIA c2c LIMITED (trading as c2c)** a company registered in England under number 07897267 having its registered office at 7th Floor, Centennium House, 100 Lower Thames Street, London, EC3R 6DL (the "Train Operator").

WHEREAS:

- (A) Network Rail and Trenitalia c2c Limited (trading as c2c) entered into a Track Access Contract (Passenger Services) dated 3rd March 2017 in a form approved by the Office of Rail and Road 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.
- (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:

- (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 the later of:
 - (1) 02.00 on the Principal Change Date 2023; and
 - (2) the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

- 2.1 The amendments made to the Contract as set out in paragraph 3 of this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 Schedule 5 of the Contract shall be amended as follows:
- 3.2 In Table 2.1 'Passenger Train Slots' tables HT01P and HT01OP shall be deleted in their entirety and replaced with the versions contained in the 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 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 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 Lawrence Bowman)
)
duly authorised for and on behalf of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED by Laura McEwen)
)
duly authorised for and on behalf of)
TRENITALIA c2c LIMITED (trading as c2c)

ANNEX A – TABLE 2.1

2 PASSENGER TRAIN SLOTS

1							2					
Service Group HT01p and HT01op												
Service description							Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday	
						Morning Peak	Evening Peak					
London Street	Fenchurch	Shoeburyness	Laindon	1.1	21936004 26936004	357	0	21	64	85	40	9
Shoeburyness	London Street	Fenchurch	Laindon	1.2	21936004 26936004	357	13	0	65	78	39	8
Thorpe Bay	London Street	Fenchurch	Laindon	1.3	21936004 26936004	357	2	0	1	3	0	0
London Street	Fenchurch	Southend Central	Laindon	1.4	21936004 26936004	357	0	1	2	3	0	0
Southend Central	London Street	Fenchurch	Laindon	1.5	21936004	357	1	0	1	2	0	0
Laindon	London Street	Fenchurch	West Horndon	1.6	21936004 26936004	357	4	0	0	4	0	0
London Street	Fenchurch	Laindon	West Horndon	1.7	21936004 26936004	357	0	0	3	3	0	0
London Street	Fenchurch	Leigh on Sea	Laindon	1.8	21936004 26936004	357	0	0	1	1	0	0
Leigh on Sea	Fenchurch Street	Laindon	1.9	21936004 26936004	357	5	0	1	6	0	0	
London Street	Fenchurch	Shoeburyness	Rainham	2.1	27936004 28936004	357	0	0	0	0	2	0
Shoeburyness	London Street	Fenchurch	Rainham	2.2	27936004 28936004	357	0	0	2	0	0	0
Thorpe Bay	London Street	Fenchurch	Rainham	2.3	28936004 27936004	357	1	0	0	1	0	0
Southend Central	London Street	Fenchurch	Rainham	2.4	27936004 28936004	357	0	0	1	3	0	0
London Street	Fenchurch	Pitsea	Rainham	2.5	27936004 28936004	357	0	7	2	9	0	0
Pitsea	London Street	Fenchurch	Rainham	2.6	27936004 28936004	357	6	0	7	13	0	0
London Street	Fenchurch	Grays	Rainham	2.7	27936004 28936004	357	0	2	34	36	35	29
Grays	London Street	Fenchurch	Rainham	2.8	27936004 28936004	357	1	0	28	29	36	30
Barking	Grays	Rainham	2.9	27936004	357	0	0	2	2	1	0	
London Street	Fenchurch	Leigh-on-Sea	Rainham	2.10	28936004	357	0	1	0	1	0	0

1							2					
Service Group HT01p and HT01op												
Service description							Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday	Saturday	Sunday	
						Morning Peak	Evening Peak					
London Street	Fenchurch	Southend Central	Rainham	2.11	28936004	357	0	1	0	1	0	0
London Street	Fenchurch	Shoeburyness	Ockendon	3.1	24936004	357	0	0	10	10	39	32
Shoeburyness	London Fenchurch Street	Ockendon		3.2	24936004	357	0	0	0	0	37	33
London Street	Fenchurch	Southend Central	Ockendon	3.3	24936004	357	0	1	17	18	0	0
Southend Central	London Fenchurch Street	Ockendon		3.4	24936004	357	1	0	21	22	1	0
Thorpe Bay	London Fenchurch Street	Ockendon		3.5	24936004	357	0	0	5	5	0	0
London Street	Fenchurch	Pitsea	Ockendon	3.6	24936004	357	0	1	5	6	0	0
Pitsea	London Fenchurch Street	Ockendon		3.7	24936004	357	0	0	2	2	0	0
London Street	Fenchurch	Grays	Ockendon	3.8	24936004	357	0	6	1	7	0	0
Grays	London Fenchurch Street	Ockendon		3.9	24936004	357	9	0	5	14	0	0
Barking	Southend Central	Ockendon		3.10	24936004	357	0	0	1	1	0	0
Southend Central	Barking	Ockendon		3.11	24936004	357	0	0	0	0	0	0
Shoeburyness	London Liverpool Street	Laindon		4.1	21936004	357	0	0	0	0	32	28
London Liverpool Street	Shoeburyness	Laindon		4.2	21936004	357	0	0	0	0	32	28
Barking	Shoeburyness	Ockendon			24936004	357	0	0	0	0	1	1
Shoeburyness	Barking	Ockendon			24936004	357	0	0	0	0	1	0