

T/17/122/16/01

TRACK ACCESS CONTRACT (FREIGHT SERVICES)

Dated

11 December 2016

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

- and -

GB RAILFREIGHT LIMITED

- (b) neither party shall have any liability to the other except in respect of any breach of its obligations under this contract.

3.5 Expiry

This contract shall continue in force until the earliest of:

- (a) lapse under Clause 3.4;
- (b) termination under Schedule 6; and
- (c) 2359 hours on the Expiry Date.

3.6 Suspension and termination

Schedule 6 shall have effect.

4. STANDARD OF PERFORMANCE

4.1 General standard

Without prejudice to all other obligations of the parties under this contract, each party shall, in its dealings with the other for the purpose of, and in the course of performance of its obligations under, this contract, act with due efficiency and economy and in a timely manner with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced:

- (a) network owner and operator (in the case of Network Rail); and
- (b) train operator (in the case of the Train Operator).

4.2 Good faith

The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract (including when conducting any discussions or negotiations arising out of the application of any provisions of this contract or exercising any discretion under them), at all times act in good faith.

5. PERMISSION TO USE

5.1 Permission to use the Network

Network Rail grants the Train Operator permission to use the Network.

5.2 Meaning

References in this contract to permission to use the Network shall, except where the context otherwise requires, be construed to mean permission:

- (a) to use the track comprised in the Network for the provision of the Services using the Specified Equipment;

- (b) to use the track comprised in the Network in order to implement any plan established under Part H of the Network Code;
- (c) to make Ancillary Movements;
- (d) to Stable, which shall be treated, for the purposes of Part D of the Network Code, as the use of a Train Slot;
- (e) for the Train Operator and its associates to enter upon the Network with or without vehicles; and
- (f) for the Train Operator and its associates to bring things onto the Network and keep them there,

and such permission is subject, in each case and in all respects to:

- (i) the Network Code; and
- (ii) the Operating Constraints.

5.3 Permission under Clauses 5.2(e) and 5.2(f)

In relation to the permissions specified in Clauses 5.2(e) and 5.2(f):

- (a) the Train Operator shall, and shall procure that its associates shall, wherever reasonably practicable, first obtain the consent of Network Rail, which consent shall not be unreasonably withheld or delayed;
- (b) the Train Operator shall remove any vehicle or other thing so brought onto any part of the Network when reasonably directed to do so by Network Rail; and
- (c) whilst exercising any rights conferred by Clauses 5.2(e) and 5.2(f), the Train Operator shall, and shall procure that its associates shall, comply with such reasonable restrictions or instructions as Network Rail shall specify.

5.4 Changes to Engineering Access Statement and Timetable Planning Rules

Changes to the Engineering Access Statement and the Timetable Planning Rules are subject to regulatory protection (including appeals) in accordance with Part D of the Network Code.

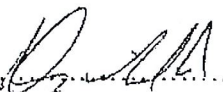
5.5 Variations to Services

Schedule 4 shall have effect.

5.6 Services

Schedule 5 shall have effect.

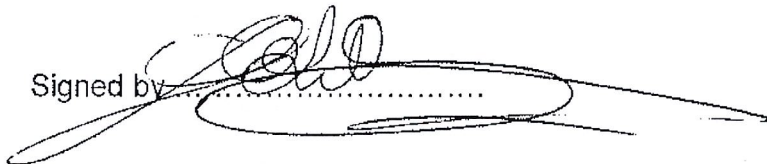
IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this contract on the day first above written.

Signed by.....

Print name....RACHEL GILLILAND

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by .....

Print name....Simon Smith

Duly authorised for and on behalf of

GB RAILFREIGHT LIMITED