

**RAIL PUBLIC REGISTER COPY
REDACTED IN ACCORDANCE WITH FOIA 2000**

Dated 22 June 2022

**THE SECRETARY OF STATE FOR TRANSPORT
and
DFT OLR HOLDINGS LIMITED
and
NORTHERN TRAINS LIMITED**

**Amendment and Restatement Agreement in respect of the Service
Contract dated 24 February 2022**

TABLE OF CONTENTS

BACKGROUND 1

1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION..... 1

2. COMMENCEMENT 1

3. AMENDMENT AND RESTATEMENT TO THE SERVICE CONTRACT2

4. ENTIRE AGREEMENT2

5. COUNTERPARTS2

6. GOVERNING LAW2

7. RIGHTS OF THIRD PARTIES2

8. SERVICE CONTRACT AGREED FORM DOCUMENTS2

SIGNATURE PAGE3

Schedule 1 – Amended and Restated Service Contract4

This Amendment Agreement is made on the

2022

Between

- (1) **THE SECRETARY OF STATE FOR TRANSPORT**, whose principal place of business is at Great Minster House, 33 Horseferry Road, London SW1P 4DR (the "**Secretary of State**"); and
- (2) **DFT OLR HOLDINGS LIMITED** (Company Number: 07141122), whose registered office is at Albany House 8th Floor, 94-98 Petty France, London SW1H 9EA ("**DOHL**"); and
- (3) **NORTHERN TRAINS LIMITED** (Company Number: 03076444), whose registered office is at Albany House 8th Floor, 94-98 Petty France, London SW1H 9EA (the "**Operator**"),

each a "**Party**" and, together, the "**Parties**".

BACKGROUND:

- (A) The Secretary of State, DOHL and the Operator entered into a service contract dated 24 February 2022 in respect of certain railway passenger services previously operated by Northern Rail Limited (the "**Service Contract**").
- (B) The Parties have agreed to amend and restate the Service Contract as set out in Schedule 1 to this Agreement.

It is agreed as follows:

1. Definitions, Interpretation and Construction

1.1 In this Agreement (unless the context otherwise requires):

- (a) words and expressions defined under the Service Contract and the Act shall have the same meanings when used in this Agreement;
- (b) words and expressions defined in the Interpretation Act 1978 shall have the same meanings when used in this Agreement;
- (c) references to a person include its successors, transferees and assignees;
- (d) references in this Agreement to clauses and Schedules are to clauses and schedules of this Agreement unless expressly specified to the contrary;
- (e) headings and references to headings shall be disregarded in construing this Agreement;
- (f) references to an agreement or other document shall be construed as referring to that agreement or document as from time to time supplemented, varied, replaced, amended, assigned or novated; and
- (g) words in singular include the plural and vice versa.

2. Commencement

2.1 In consideration of the mutual obligations contained in this Agreement and for other valid consideration, the sufficiency of which is acknowledged, the provisions of this Agreement shall take effect on the date of this Agreement.

3 **Amendment and Restatement to the Service Contract**

- 3.1 The Service Contract shall be amended and restated as set out in Schedule 1 to this Agreement (the “**Amended and Restated Service Contract**”). The Amended and Restated Service Contract shall supersede the Service Contract from the date of this Agreement.

4. **Entire Agreement**

- 4.1 This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Parties in relation to such subject matter.
- 4.2 The Operator acknowledges that this Agreement has not been entered into wholly or partly in reliance on, nor has the Operator been given any warranty, statement, promise or representation other than as expressly set out in this Agreement. To the extent that any such warranties, statements, promises or representations have been given the Operator unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have in relation to them.
- 4.3 Nothing in this clause 4 will exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

5. **Counterparts**

- 5.1 This Agreement may be executed in any number of counterparts all of which when taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart.

6. **Governing Law**

- 6.1 This Agreement, and all non-contractual obligations arising out of it or in connection with its subject matter or formation, shall be governed by and construed in accordance with the laws of England and the Parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes (including any non-contractual disputes) which may arise out of or in connection with this Agreement.

7. **Rights of third parties**

- 7.1 This Agreement does not create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to it.

8. **Service Contract Agreed Form Documents**

- 8.1 The Parties acknowledge and agree that:

- 8.1.1 each of the documents in the agreed terms listed at clause 2.2 (Agreed Documents) of the Service Contract (together the “**Service Contract Agreed Form Documents**”) have been uploaded to the following folder of the Department for Transport’s AWARD data site:

AWARD > DfT to TOC – Agreed Form Documents – Final Execution Version

- 8.1.2 the Parties have not separately initialled each of the Service Contract Agreed Form Documents but have agreed that they should be deemed to be initialled; and
- 8.1.3 the fact the Service Contract Agreed Form Documents have not been initialled but dealt with in the manner referred to in clause 8.1.2 shall in no way impact their validity or status as documents “in the agreed terms” for the purposes of the Service Contract.

SIGNATURE PAGE

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SIGNED FOR AND ON BEHALF OF)
THE SECRETARY OF STATE FOR)
TRANSPORT)
)

Print name of authorised signatory: _____

Position: _____

SIGNED FOR AND ON BEHALF OF)
DFT OLR HOLDINGS LIMITED)
)
)

Print name of authorised signatory: _____

Position: _____

SIGNED FOR AND ON BEHALF OF)
NORTHERN TRAINS LIMITED)
)
)

Print name of authorised signatory: _____

Position: _____

Schedule 1
Amended and Restated Service Contract