

Thirteenth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

TRANSPORT FOR WALES RAIL LTD

as Train Operator

Relating to the Track Access Contract (Passenger
Services) dated 6th August 2020

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THIS 14TH SUPPLEMENTAL AGREEMENT is dated

2023 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, (“Network Rail”), a company registered in England under number 04402220 having its registered office at Waterloo General Office, London, United Kingdom, SE1 8SW, and
- (2) **TRANSPORT FOR WALES RAIL LTD** (the “Train Operator”), a company registered in England and Wales under number 12619906, whose registered office is at 3 Llys Cadwyn, Pontypridd, CF37 4TH

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 6th August 2020 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 and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (which track access contract is hereafter referred to as the “Contract”).
- (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 date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

2. ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

3. EFFECTIVE DATE AND TERM

The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect after 90 days.

4. AMENDMENTS TO SCHEDULE 5

4 .1 In Schedule 5 Table 2.2, Service Group HL05 shall be deleted in its entirety and replaced with the versions contained in the Appendix to this Supplemental Agreement.

5. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

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.

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 1999 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 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 writte

Nick

Millington

Digitally signed by Nick Millington
Date: 2023.06.15 15:03:04 +01'00'

SIGNED by.....

Print name.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by.....

Jan Chaudhry-Van der Velde

Print name.....

Duly authorised for and on behalf of
TRANSPORT FOR WALES RAIL LIMITED

ANNEX 1**Appendix***Table 2.2: Additional Passenger Train Slots*

1					2		
Service Group: HL05					Additional Passenger Train Slots		
Service Description: Valley Lines and Cardiff Local Services					Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC			
Cardiff Central	West Boundary	Ninian Park	5.2.1	25440000	0	1	0
West Boundary	Cardiff Central	Ninian Park	5.2.2	25440000	1	1	0
East Boundary	Cardiff Central		5.3.2	25441000	2	3	0
Cardiff Central	East Boundary		5.3.2	25441000	3	2	0
Cardiff Central	East Boundary		5.7.1	25446000	8	8	0
East Boundary	Cardiff Central		5.7.3	25446000	8	8	0
Cardiff Central	East Boundary		5.8.2	25447000	0	1	0
East Boundary	Cardiff Central		5.8.6	25447000	0	1	0
Cardiff Central	West Boundary		5.8.7	25447000	0	1	0
West Boundary	Cardiff Central		5.8.8	25447000	0	1	0