

# 56th SUPPLEMENTAL AGREEMENT

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**GOVIA THAMESLINK RAILWAY LIMITED**

as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 2<sup>nd</sup> March 2016

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**THIS 56<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated 16th August 2023 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW (“Network Rail”); and
- (2) **GOVIA THAMESLINK RAILWAY LIMITED**, a company registered in England under number 07934306, having its registered office at 3<sup>rd</sup> Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (the “Train Operator”).

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 02 March 2016 in a form approved by the Office of Rail and Road (“ORR”) 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 parties wish to amend the Contract in the terms described 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
- (B) “Effective Date” means: from the date 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 2023.

3. **EFFECTIVE DATE AND TERM**

The amendments made to the Contract as set out in 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.

4. **AMENDMENTS TO THE CONTRACT**

- 4.1 The tables and associated footnotes, as set out in Annex A are to be added to Table 2.2 Additional Passenger Train Slots of Schedule 5.

5. **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.

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 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 Tim Leighton )  
 )  
duly authorised for and on behalf of )  
**NETWORK RAIL** )  
**INFRASTRUCTURE LIMITED** )



**SIGNED** by Ralph Pidsley )  
 )  
duly authorised for and on behalf of )  
**GOVIA THAMESLINK RAILWAY LIMITED** )



1						2					
<b>Service Group: ET02</b>											
<b>Service description: Thameslink Sussex Outer</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Gatwick Airport	Brighton			22729000	700	0	0	0	0	0	14 <sup>9</sup>
Brighton	Gatwick Airport			22729000	700	0	0	0	0	0	13 <sup>10</sup>

9. The Train operator must make an Access Proposal for these train slots to be combined with current rights for Train slots between Blackfriars and Gatwick Airport. These rights will expire on 13th November 2023.

10. The Train operator must make an Access Proposal for these train slots to be combined with current rights for Train slots between Gatwick Airport and St Pancras International. These rights will expire on 13th November 2023.

1						2					
<b>Service Group: ET02</b>											
<b>Service description: Thameslink Sussex Outer</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Gatwick Airport	Three Bridges			22729000	700	0	0	0	0	0	1 <sup>11</sup>
Three Bridges	Gatwick Airport			22729000	700	0	0	0	0	0	1 <sup>12</sup>

11. The Train operator must make an Access Proposal for these train slots to be combined with current rights for Train slots between London bridge and Gatwick Airport. These rights will expire on 13th November 2023.

OFFICIAL

12. The Train operator must make an Access Proposal for these train slots to be combined with current rights for Train slots between Gatwick Airport and London Bridge. These rights will expire on 13th November 2023.

1						2					
<b>Service Group: ET03</b>											
<b>Service description: Thameslink South Metro</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfriars	St Pancras International			22729000	700	0	0	0	0	0	2 <sup>13</sup>

13. The Train operator must make an Access Proposal for these train slots to be combined with current rights for Train slots between Sutton and Blackfriars. These rights will expire on 13th November 2023.

1						2					
<b>Service Group: ET13</b>											
<b>Service description: Thameslink Kent Outer</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfrairs	Rainham	London Bridge and Greenwich	13.7	22761000	700	0	2 <sup>14</sup>	5 <sup>14</sup>	7 <sup>14</sup>	0	0

14. The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Luton, West Hampstead Thameslink or Bedford. These rights will expire on 13th November 2023.

OFFICIAL

						2					
<b>Service Group: ET10</b>											
<b>Service description: Southern West London Line</b>											
From	To	Via	Description	TSC	Timing Load	Peak times <sup>7</sup>		Off-Peak times <sup>2</sup>	Total Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Hemel Hempstead	Watford			24968000	377	0	0	1 <sup>15</sup>	1 <sup>15</sup>	0	0

15. The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train slots between Watford and East Croydon. These rights will expire on 13th November 2023.