

# 55th 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 02 March 2016

**CONTENTS**

1. INTERPRETATION ..... 3

2. EFFECTIVE DATE AND TERM ..... 3

3. AMENDMENTS TO CONTRACT ..... 4

4. GENERAL ..... 4

5. THIRD PARTY RIGHTS ..... 4

6. LAW ..... 4

7. COUNTERPARTS ..... 5

8. ANNEX A ..... 6

9. ANNEX B ..... 7

10. ANNEX C ..... 8

**THIS 55<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated 06<sup>th</sup> October 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:

- 1.1 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
- 1.2 "Effective Date" means:
  - (1) for those amendments set out in Annex A and B: the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.
  - (2) for those amendments set out in Annex C: the later of 02:00 hours on 10th December 2023 or the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.
- 1.3 "Annex" shall mean the annexes and their relevant parts and attached hereto.

**2. EFFECTIVE DATE AND TERM**

- 2.1. The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

### **3. AMENDMENTS TO THE CONTRACT**

- 3.1 Table 2.1 Passenger Train Slots of Schedule 5 of the Contract, specific line entries relating to Service Groups ET10 shall be deleted and replaced by those as set out in Annex A to this Supplemental Agreement and applied with Effective Date as described in 1.2 (1).
- 3.2 Table 2.2 Passenger Train slots of Schedule 5 of the contract, line entries relating to service group ET10 shall be deleted in their entirety as set out in Annex B to this Supplemental Agreement and applied with Effective Date as described in 1.2 (1).
- 3.3 Table 2.1 Passenger Train Slots of Schedule 5 of the Contract, specific line entries relating to Service Groups ET10 shall be deleted and replaced by those as set out in Annex C to this Supplemental Agreement and applied with Effective Date as described in 1.2 (2) to replace those entries set out in Annex A.

### **4. 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.

### **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.

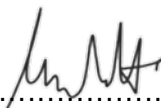
### **6. LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

### **7. COUNTERPARTS**

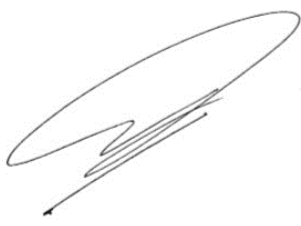
This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same document.

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

**SIGNED** by.....

Print name Lucy McAuliffe.....

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by 

Print name: Patrick Verwer

Duly authorised for and on behalf of  
**GOVIA THAMESLINK RAILWAY LIMITED**

OFFICIAL

Annex A - Amendment to Schedule 5 Table 2.1 – effective from the date of ORR approval as described in 1.2 (1) above

1						2					
<b>Service Group: ET10</b> <small>55th SA</small>											
<b>Service description: Southern West London Line</b>											
From	To	Via	Description	TSC	Timing Load	Peak times7		Off-Peak times2	Total Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
East Croydon	Watford Junction		10.1	24968000	377	3	3	9	15	17	0
Watford Junction	East Croydon		10.2	24968000	377	5	3	6	14	17	0
Clapham Junction	Watford Junction		10.3	24968000	377	0	0	2	2	2	15

1						2					
<b>Service Group: ET10</b> <small>55th SA</small>											
<b>Service description: Southern West London Line</b>											
From	To	Via	Description	TSC	Timing Load	Peak times7		Off-Peak times2	Total Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
Watford Junction	Clapham		10.4	24968000	377	0	0	3	3	3	15

OFFICIAL

	Junction										
East Croydon	Hemel Hempstead		10.5	24968000	377	1	0	1	2	0	0
Hemel Hempstead	East Croydon		10.6	24968000	377	1	0	2	3	0	0
Shepherd's Bush	Clapham Junction		10.7	24968000	377	0	0	0	0	0	2
Clapham Junction	Shepherd's Bush		10.8	24968000	377	0	0	0	0	0	2
Watford Junction	South Croydon		10.09	24968000	377	1	0	0	1	0	0

Annex B Amendments to Schedule 5 2.2 – effective from the date of ORR approval as described in 1.2 (1) above

2											
Service Group: ET10											
Service description: Southern West London Line											
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				24968000	377	0	0	1 <sup>15</sup>	1 <sup>15</sup>	0	0

<sup>15</sup> 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.

OFFICIAL

Annex C - Amendment to Schedule 5 Table 2.1 – effective from 02:00 on 10<sup>th</sup> December 2023 as described in 1.2 (2) above

1						2					
<b>Service Group: ET10</b> <small>55th SA</small>											
<b>Service description: Southern West London Line</b>											
From	To	Via	Description	TSC	Timing Load	Peak times7		Off-Peak times2	Total Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
East Croydon	Watford Junction		10.1	24968000	377	3	3	8	14	17	0
Watford Junction	East Croydon		10.2	24968000	377	5	3	5	13	17	0
Clapham Junction	Watford Junction		10.3	24968000	377	0	0	2	2	2	15

1						2					
<b>Service Group: ET10</b> <small>55th SA</small>											
<b>Service description: Southern West London Line</b>											
From	To	Via	Description	TSC	Timing Load	Peak times7		Off-Peak times2	Total Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
Watford Junction	Clapham		10.4	24968000	377	0	0	3	3	3	15



OFFICIAL

	Junction										
East Croydon	Hemel Hempstead		10.5	24968000	377	1	0	2	3	0	0
Hemel Hempstead	East Croydon		10.6	24968000	377	1	0	3	4	0	0
Shepherd's Bush	Clapham Junction		10.7	24968000	377	0	0	0	0	0	2
Clapham Junction	Shepherd's Bush		10.8	24968000	377	0	0	0	0	0	2
Watford Junction	South Croydon		10.09	24968000	377	1	0	0	1	0	0