

Seventeenth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

WEST MIDLANDS TRAINS LIMITED
as Train Operator

relating to the Track Access Contract (Passenger Services) dated 15 May 2019

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THIS SEVENTEETH SUPPLEMENTAL AGREEMENT is dated 4 October 2023 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London SE1 8SW ("**Network Rail**"); and
- (2) **WEST MIDLANDS TRAINS LIMITED**, a company registered in England under number 09860466 having its registered office at 2nd Floor St Andrew's House, 18-20 St Andrew Street, London, United Kingdom, EC4A 3AG (the "**Train Operator**").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 15 May 2019 in a form approved by the Office of Rail and Road pursuant to Section 18 of the Railways Act 1993 ("**the Act**") 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 Seventeenth Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) "Effective Date" means the later of the Principal Change Date 2023 and the date upon which the ORR issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in 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 SCHEDULE 5**

Table 2.1 (Passenger Train Slots) for Service Group EJ05, with description "5.6 Express service (110mph)" shall be deleted and replaced with the version set out as Appendix A to this

Supplemental Agreement.

4. **GENERAL**

The parties agree that 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” or, as the case may be, the “Agreement”, “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 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 of which 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 Denise Wetton 04-10-23
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by.....

.....

Print name...Ian McConnell.....
Duly authorised for and on behalf of
WEST MIDLANDS TRAINS LIMITED

APPENDIX A

1. Passenger Train Slots

Table 2.1: Passenger Train Slots

Notes to Table:

1 Peak times – arriving Euston between 0700 and 0959, departing Euston between 1600 and 1859

2 Off-Peak times – arriving at and departing from a relevant station outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

4 Shall expire SCD in 2025 - 0200hrs Sunday 18th May 2025 and quantum shall then revert to 0.

5 Quantum shall revert to 3 from SCD 2025 – 0200hrs Sunday 18th May 2025.

1						2					
7th 17th Service Group EJ05 WCML: London – Northampton											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday³	Peak times¹		Off-Peak times²	Saturday	Sunday
							morning Peak	evening Peak			
London Euston	Northampton	Direct	5.6 Express service (110mph)	22209000	350/110	3 ^{13th}	0	1 ^{17th 4}	2 ^{17th 5}	9 ^{13th}	0