

Seventh Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

The Chiltern Railway Company Ltd

as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 7th October 2022

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THIS SEVENTH SUPPLEMENTAL AGREEMENT is dated 6 December 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) **THE CHILTERN RAILWAY COMPANY LTD**, a company registered in England under number 3007939 having its registered office at 1, Admiral Way, Doxford International Business Park, Sunderland, England, SR3 3XP (the “Train Operator”).

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 7 October 2022 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 (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, 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 date upon which the ORR issues its approval 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 THE CONTRACT**

The Contract shall be amended as follows:

Appendix 1 of Schedule 8 shall be deleted in its entirety and replaced with the entry set out in Annex 1.

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**

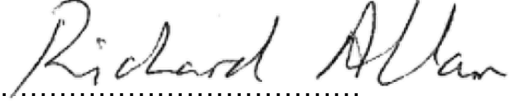
This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

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 22-11-23

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by 

Print name Richard Allan 06.12.23

Duly authorised for and on behalf of
THE CHILTERN RAILWAY COMPANY LTD

Annex A

Appendix 1 of Schedule 8

A	B		C	D	E	F	G	H		I	J	K
Service Group	Network Rail		Payment Rate	TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Performance Point		Payment Rate	Payment Rate							
HO01 Met Off-Peak	2019-20	Redacted	Redacted	Redacted	Redacted	45	180	210	Marylebone – Harrow – Aylesbury	Forward	LONDON MARYLEBONE	[Redacted]
	2020-21	Redacted						210	Marylebone – Harrow – Aylesbury	Forward	AMERSHAM	[Redacted]
	2021-22	Redacted						210	Marylebone – Harrow – Aylesbury	Reverse	AYLESBURY	[Redacted]
	2022-23	Redacted						210	Marylebone – Harrow – Aylesbury	Reverse	AMERSHAM	[Redacted]
	2023-24	Redacted						210	Marylebone – Harrow – Aylesbury	Reverse	AYLESBURY VALE PARKWAY	[Redacted]
HO01 Met Peak	2019-20	Redacted	[Redacted]	[Redacted]	[Redacted]	30	180	210	Marylebone – Harrow – Aylesbury	Forward	LONDON MARYLEBONE	[Redacted]
	2020-21	Redacted	[Redacted]	[Redacted]	[Redacted]			210	Marylebone – Harrow – Aylesbury	Forward	AMERSHAM	[Redacted]
	2021-22	Redacted	[Redacted]	[Redacted]	[Redacted]			210	Marylebone – Harrow – Aylesbury	Reverse	AYLESBURY	[Redacted]
	2022-23	Redacted	[Redacted]	[Redacted]	[Redacted]			210	Marylebone – Harrow – Aylesbury	Reverse	AMERSHAM	[Redacted]
	2023-24	Redacted	[Redacted]	[Redacted]	[Redacted]			210	Marylebone – Harrow – Aylesbury	Reverse	AYLESBURY VALE PARKWAY	[Redacted]
HO02 Birmingham Off-Peak	2019-20	Redacted	[Redacted]	[Redacted]	[Redacted]	45	180	530	Marylebone – Banbury – Birmingham	Forward	LONDON MARYLEBONE	[Redacted]
	2020-21	Redacted						530	Marylebone – Banbury – Birmingham	Forward	LEAMINGTON SPA	[Redacted]
	2021-22	Redacted						530	Marylebone – Banbury – Birmingham	Forward	HIGH WYCOMBE	[Redacted]
	2022-23	Redacted						530	Marylebone – Banbury – Birmingham	Forward	BIRMINGHAM SNOW HILL	[Redacted]
	2023-24	Redacted						530	Marylebone – Banbury – Birmingham	Reverse	BIRMINGHAM SNOW HILL	[Redacted]
								530	Marylebone – Banbury – Birmingham	Reverse	BANBURY	[Redacted]
								530	Marylebone – Banbury – Birmingham	Reverse	HIGH WYCOMBE	[Redacted]
								530	Marylebone – Banbury – Birmingham	Reverse	BICESTER NORTH	[Redacted]
								530	Marylebone – Banbury – Birmingham	Reverse	KIDDERMINSTER	[Redacted]

OFFICIAL

A	B		C	D	E	F	G	H		I	J	K	
								530	Marylebone – Banbury – Birmingham	Reverse	STRATFORD UPON AVON	0.0172	
								530	Marylebone – Banbury – Birmingham	Reverse	BIRMINGHAM MOOR STREET	0.2557	
HO02 Birmingham Peak	2019-20	Redacted	Redacted	Redacted	Redacted	30	180	530	Marylebone – Banbury – Birmingham	Forward	LONDON MARYLEBONE	0.3844	
	2020-21	Redacted						530	Marylebone – Banbury – Birmingham	Forward	LEAMINGTON SPA	0.0349	
	2021-22	Redacted						530	Marylebone – Banbury – Birmingham	Forward	HIGH WYCOMBE	0.0122	
	2022-23	Redacted						530	Marylebone – Banbury – Birmingham	Forward	BIRMINGHAM SNOW HILL	0.0288	
	2023-24	Redacted						530	Marylebone – Banbury – Birmingham	Reverse	BIRMINGHAM SNOW HILL	0.0024	
									530	Marylebone – Banbury – Birmingham	Reverse	BANBURY	0.0769
									530	Marylebone – Banbury – Birmingham	Reverse	HIGH WYCOMBE	0.1452
									530	Marylebone – Banbury – Birmingham	Reverse	BICESTER NORTH	0.1266
									530	Marylebone – Banbury – Birmingham	Reverse	KIDDERMINSTER	0.0307
									530	Marylebone – Banbury – Birmingham	Reverse	STRATFORD UPON AVON	0.0049
									530	Marylebone – Banbury – Birmingham	Reverse	BIRMINGHAM MOOR STREET	0.1530
	HO03 Joint Off-Peak	2019-20	Redacted	Redacted	Redacted	Redacted	30	156	211	Marylebone – High Wycombe / P Risboro / Aylesbury	Forward	LONDON MARYLEBONE	0.4580
2020-21		Redacted						211	Marylebone – High Wycombe / P Risboro / Aylesbury	Forward	PRINCES RISBOROUGH	0.0273	
2021-22		Redacted						211	Marylebone – High Wycombe / P Risboro / Aylesbury	Reverse	AYLESBURY	0.0369	
2022-23		Redacted						211	Marylebone – High Wycombe / P Risboro / Aylesbury	Reverse	GERRARDS CROSS	0.2539	
2023 -24		Redacted						211	Marylebone – High Wycombe / P Risboro / Aylesbury	Reverse	HIGH WYCOMBE	0.1980	
									211	Marylebone – High Wycombe / P Risboro / Aylesbury	Reverse	PRINCES RISBOROUGH	0.0259
HO03 Joint	2019-20	Redacted	Redacted	Redacted	Redacted	18	126	211	Marylebone – High Wycombe / P Risboro / Aylesbury	Forward	LONDON MARYLEBONE	0.5474	

OFFICIAL

A	B		C	D	E	F	G	H		I	J	K
Peak	2020-21	Redacted						211	Marylebone – High Wycombe / P Risboro / Aylesbury	Forward	PRINCES RISBOROUGH	Redacted
	2021-22	Redacted						211	Marylebone – High Wycombe / P Risboro / Aylesbury	Reverse	AYLESBURY	Redacted
	2022-23	Redacted						211	Marylebone – High Wycombe / P Risboro / Aylesbury	Reverse	GERRARDS CROSS	Redacted
	2023-24	Redacted						211	Marylebone – High Wycombe / P Risboro / Aylesbury	Reverse	HGH WYCOMBE	Redacted
								211	Marylebone – High Wycombe / P Risboro / Aylesbury	Reverse	PRINCES RISBOROUGH	Redacted
HO04 Oxford Off-Peak	2019-20	Redacted	Redacted	Redacted	Redacted	45	180	535	London Marylebone - Oxford	Forward	BICESTER VILLAGE	Redacted
	2020-21	Redacted						535	London Marylebone - Oxford	Forward	LONDON MARYLEBONE	Redacted
	2021-22	Redacted						535	London Marylebone - Oxford	Reverse	OXFORD	Redacted
	2022-23	Redacted						535	London Marylebone - Oxford	Reverse	BICESTER VILLAGE	Redacted
	2023-24	Redacted						535	London Marylebone - Oxford	Reverse	OXFORD PARKWAY	Redacted
HO04 Oxford Peak	2019-20	Redacted	Redacted	Redacted	Redacted	30	160	535	London Marylebone - Oxford	Forward	BICESTER VILLAGE	Redacted
	2020-21	Redacted						535	London Marylebone - Oxford	Forward	LONDON MARYLEBONE	Redacted
	2021-22	Redacted						535	London Marylebone - Oxford	Reverse	OXFORD	Redacted
	2022-23	Redacted						535	London Marylebone - Oxford	Reverse	BICESTER VILLAGE	Redacted
	2023-24	Redacted						535	London Marylebone - Oxford	Reverse	OXFORD PARKWAY	Redacted