

NINTH Supplemental Agreement (General Approval)

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 NINTH SUPPLEMENTAL AGREEMENT is dated 22 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 on the date of this General Approval.

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 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.

4. **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 4.1 In Table 2.1 Passenger Train Slots of Schedule 5 of the Contract, service group HO04 shall be deleted and replaced by the table for service group HO04 as set out in Annex 1 to this Supplemental Agreement.

5. **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.

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 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 19-12-23

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..........

Print name..... Richard Allan 22/12/23

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

Annex 1*Table 2.1: Passenger Train Slots*

1						2					
Service Group - HO04 - Oxford											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak Times ²	Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Banbury	Oxford	Direct	4.01	25535004	165	0	0	0	0	1	0
Bicester Village	Oxford	Direct	4.02	25535004	165	0	0	2	2	0	0
London Marylebone	Banbury	High Wycombe	4.03	25535004	165	0	0	1	1	0	0
London Marylebone	Oxford	High Wycombe	4.04	25535004	165	0	5	18	23	0	0
London Marylebone	Oxford	High Wycombe	4.05	25535004	165	0	0	0	0	34	31
Oxford	Banbury	Direct	4.06	25535004	165	0	0	1	1	1	0
Oxford	Bicester Village	Direct	4.07	25535004	165	0	0	0	0	1	1
Oxford	High Wycombe	Direct	4.08	25535004	165	0	0	1	1	0	0

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Oxford	London Marylebone	High Wycombe	4.09	25535004	165	6	0	17	23	0	0
Oxford	London Marylebone	High Wycombe	4.10	25535004	165	0	0	0	0	32	30
Princes Risborough	Oxford	Direct	4.11	25535004	165	0	0	0	0	0	1
London Marylebone	Oxford	High Wycombe	4.12	25535004	168	0	1	11	12	0	0
Oxford	London Marylebone	High Wycombe	4.13	25535004	168	2	0	11	13	0	0

Notes to Table:

1 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".