

Thirty Ninth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

and

TRANSPORT FOR WALES RAIL LTD
as Train Operator

Relating to the Track Access Contract (Passenger Services) dated 6th August 2020

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THIS 39TH SUPPLEMENTAL AGREEMENT is dated 18-10-2024 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, ("Network Rail"), a company registered in England under number 04402220 having its registered office at Waterloo General Office, London, United Kingdom, SE1 8SW, and
- (2) **TRANSPORT FOR WALES RAIL LTD** (the "Train Operator"), a company registered in England and Wales under number 12619906, whose registered office is at 3 Llys Cadwyn, Pontypridd, CF37 4TH

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 6th August 2020 in a form approved by the Office of Rail and Road 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 and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (which track access contract is 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 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;
- (B) "Effective Date" means:

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 2009.

3. EFFECTIVE DATE AND TERM

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 or earlier termination of the Contract.

4. AMENDMENTS TO SCHEDULE 5

4 .1 In Schedule 5 of the Contract, paragraph 5.1 'Specified Equipment' shall be deleted in its entirety and replaced with the version contained in the Appendix 1 to this Supplemental Agreement.

5. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

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 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 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...Nick Millington
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Jan Chaudhry-Van der Velde
Print name.....
Duly authorised for and on behalf of
TRANSPORT FOR WALES RAIL LIMITED

Appendix 1

Specified Equipment

5.1 In order to provide the Services specified in this Schedule 5 the Train Operator has:

(a) Firm Rights to operate the following railway vehicles:

Class 150
Class 153
Class 158
Class 170
Class 175
Class 197
Class 230
Class 231
Class 756
Class 67 locomotive
Mark IV rolling stock
Mark IV Driving Van Trailer

and

(b) Contingent Rights to operate any railway vehicles registered with Network Rail's rolling stock library

subject to obtaining any necessary route clearance for the route in question.

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".