

42nd 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 42ND SUPPLEMENTAL AGREEMENT is dated 21st February 2025 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, United Kingdom, SE1 8SW (“Network Rail”); 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 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act which has been 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:

- (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. 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 after 90 days.

3. ORR – GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

4. AMENDMENTS TO THE CONTRACT

In Table 2.2 of Schedule 5, the entries for Service Groups HL02, HL03, HL04, HL06, HL07, HL08 shall include the entries as shown 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..... *NS 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 LTD

ANNEX 1

Table 2.2: Additional Passenger Train Slots

1						2		
Service Group HL02						Passenger Train Slots		
Service Description: West Wales						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Cardiff Central	Maesteg	Llanharan	2.1.1	25431000	150	0	0	1
Carmarthen	Fishguard Harbour	Clarbeston Road	2.2.1	25432000	197	1	0	0
Milford Haven	Carmarthen	Clarbeston Road	2.2.8	25432000	197	2	0	0
Swansea	Milford Haven	Clarbeston Road	2.2.13	25432000	197	0	0	1
Cardiff Central	Swansea	Bridgend	2.5.2 Fast (DMU)	25438000	197	0	0	1

These contingent rights are valid for 90 days and will expire at 01 :59 on 22nd May 2025.

1						2		
Service Group: HL03						Passenger Train Slots		
Service Description: Cardiff to Gloucestershire and Ebbw Vale						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Newport	Cardiff Central	-	3.1.5	25429000	197	0	0	1

These contingent rights are valid for 90 days and will expire at 01 :59 on 22nd May 2025.

1						2		
Service Group: HL04						Passenger Train Slots		
Service Description: Birmingham to Shrewsbury and beyond						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Shrewsbury	Aberystwyth	Caersws	4.2.8	22334000	158	0	0	1

These contingent rights are valid for 90 days and will expire at 01 :59 on 22nd May 2025.

1						2		
Service Group: HL06						Passenger Train Slots		
Service Description: Marches Mainline						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Cardiff Central	Crewe	Wem	6.2.1	25434000	Weekday and Saturday: 197 Sunday: 150	1	0	0
Cardiff Central	Hereford	Cwmbrân	6.2.2	25434000	197	1	0	0

These contingent rights are valid for 90 days and will expire at 01 :59 on 22nd May 2025.

1						2		
Service Group: HL07						Passenger Train Slots		
Service Description: North Wales Branches						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Blaenau Ffestiniog	Llandudno	Llanrwst	7.1.1	22338000	150	0	0	1
Llandudno	Blaenau Ffestiniog	Llanrwst	7.1.3	22338000	150	0	0	1

These contingent rights are valid for 90 days and will expire at 01 :59 on 22nd May 2025.

1						2		
Service Group: HL08						Passenger Train Slots		
Service Description: North Wales Interurban						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Chester	Manchester Airport	Manchester Piccadilly	8.2.2	22345000	158	0	1	0
Chester	Manchester Piccadilly	Earlestown	8.2.3	22345000	158	0	0	1

These contingent rights are valid for 90 days and will expire at 01 :59 on 22nd May 2025.