

# Thirty Ninth 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 THIRTY NINTH SUPPLEMENTAL AGREEMENT** is dated 24 February 2025 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 Thirty Ninth 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 Office of Rail and Road issues its approval pursuant to section 22 of the Act.

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 Subsidiary Change Date 2025

3. **AMENDMENTS TO SCHEDULE 5**

- 3.1 In Table 2.2 of Schedule 5 of the Contract, the entry relating to Service Group EJ01 shall be deleted in its entirety and replaced by the version as set out in Annex 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, Route Director,

Central 21-02-25

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**



**SIGNED** by.....

Print name...Jonny Wiseman, Customer Experience Director & Deputy Managing Director

Duly authorised for and on behalf of  
**WEST MIDLANDS TRAINS**

**Annex A**

Table 2.2: Additional Passenger Train Slots <sup>33rd 34th 35th 36th 37th 38th 39th</sup>

1						2		
Service Group EJ01 West Midlands Snow Hill <sup>1</sup>								
Service description						Passenger Train Slots		
Worcester Foregate Street	Birmingham Snow Hill	Direct	1.19	22332000 12332320	172	0	0	2 <sup>39th</sup>
Worcester Shrub Hill	Birmingham Snow Hill	Direct	1.20	22332000 12332320	172	0	0	6 <sup>35th</sup>

<sup>1</sup> Rights shall expire at 01:59 on the Subsidiary Change Date 18<sup>th</sup> May 2025 <sup>35th 39th</sup>