

37th SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

And

GOVIA THAMESLINK RAILWAY LIMITED
as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 02 March 2016

CONTENTS

1.	INTERPRETATION	3
2.	EFFECTIVE DATE AND TERM	3
3.	AMENDMENTS TO CONTRACT	4
4.	GENERAL	4
5.	THIRD PARTY RIGHTS.....	4
6.	LAW.....	4
7.	COUNTERPARTS.....	4
8.	ANNEX A.....	6
9.	ANNEX B.....	11

THIS 37TH SUPPLEMENTAL AGREEMENT is dated 27th March 2020 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and
- (2) **GOVIA THAMESLINK RAILWAY LIMITED**, a company registered in England under number 07934306, having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 02 March 2016 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 (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties wish to amend the Contract in the terms described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- 1.1 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; and
- 1.2 "Effective Date" means the later of:
 - (1) 0200 hours on the Subsidiary Change Date 2020; or
 - (2) the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22A of the Act, of the terms of this Supplemental Agreement.
- 1.3 "Annex" shall mean the annexes and their relevant parts and attached hereto.

2. EFFECTIVE DATE AND TERM

- 2.1. 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 Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 In Table 2.1 Passenger Train Slots of Schedule 5 of the Contract, the entries relating to Service Group ET02 shall be deleted in their entirety and replaced by those set out in Annex A to this Supplemental Agreement.

3.2 In Table 2.2 Additional Passenger Train Slots of Schedule 5 of the Contract, the entries relating to Service Group ET05 shall be deleted in their entirety and replaced by those as set out in Annex B to this Supplemental Agreement.

4. GENERAL

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.

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 any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same document.

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.....

Shaun King

Print name.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by.....

Steve White

Print name.....

Duly authorised for and on behalf of
GOVIA THAMESLINK RAILWAY LIMITED

Annex A

1						2					
Service Group: ET02 ^{37th SA}											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfriars	Brighton	London Bridge	2.1	22721000	700	0	6 ²⁰	29 ²⁰	35 ²⁰	37 ²⁰	29 ²⁰
Blackfriars ⁵⁹	Brighton ⁵⁹	London Bridge	2.2	22721000	700	0	6 ²¹	26 ²¹	32 ²¹	32 ²¹	0
Blackfriars	Brighton	Selhurst	2.3	22721000	700	0	0	3 ²⁰	3 ²⁰	5 ²⁰	2 ²⁰
London Bridge	Brighton		2.4	22721000	700	0	0	0	0	0	5
Brighton	St Pancras International	London Bridge	2.5	22721000	700	6 ²²	0	29 ²²	35 ²²	36 ²²	28 ²²
Brighton ⁵⁹	St Pancras International ⁵⁹	London Bridge	2.6	22721000	700	6 ²³	0	26 ²³	32 ²³	31 ²³	0
Brighton	St Pancras International	Selhurst	2.7	22721000	700	0	0	4 ²²	4 ²²	3 ²²	4 ²²

1						2					
Service Group: ET02											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Brighton	London Bridge		2.8	22721000	700	0	0	0	0	0	3
Blackfriars	Littlehampton	London Bridge & Haywards Heath	2.9	22721000	700	0	2 ²⁰	1 ²⁰	3 ²⁰	0	0
Littlehampton	St Pancras International	London Bridge & Haywards Heath	2.10	22721000	700	2 ²²	0	0	2 ²²	0	0
Littlehampton	Haywards Heath		2.11	22721000	700	0	0	1	1	0	0
Blackfriars ⁶⁰	Gatwick Airport ⁶⁰	London Bridge	2.12	22729000	700	0	6 ²⁰	16 ²⁰	32 ²⁰	28 ²⁰	24 ²⁰
London Bridge	Gatwick Airport	London Bridge	2.13	22729000	700	0	0	0	0	0	1
Gatwick Airport ⁶²	St Pancras International ⁶²	London Bridge	2.14	22729000	700	4 ²²	0	30 ²²	34 ²²	31 ²²	26 ²²
Blackfriars ⁶¹	Three Bridges ⁶¹	London Bridge	2.15	22729000	700	0	0	6 ²⁴	6 ²⁴	5 ²⁴	17 ²⁴

1						2					
Service Group: ET02											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Blackfriars	Three Bridges	Selhurst	2.16	22729000	700	0	0	3 ²⁰	3 ²⁰	1 ²⁰	0 ²⁰
London Bridge	Three Bridges		2.17	22729000	700	0	0	2	2	0	0
Three Bridges ⁶³	St Pancras International ⁶³	London Bridge	2.18	22729000	700	2 ²⁰	0	5 ²²	7 ²²	3 ²²	14 ²²
Three Bridges	St Pancras International	Selhurst	2.19	22729000	700	0	0	2 ²²	2 ²²	7 ²²	0
Three Bridges	London Bridge		2.20	22729000	700	0	0	0	0	0	2
Blackfriars ⁵⁹	Horsham ⁵⁹	London Bridge	2.21	22729000	700	0	6 ²⁵	30 ²⁵	36 ²⁵	35 ²⁵	13 ²⁵

1						2					
Service Group: ET02											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
London Bridge	Horsham		2.22	22729000	700	0	0	0	0	0	3
Horsham ⁶⁴	St Pancras International ⁶⁴	London Bridge	2.23	22729000	700	6 ²⁶	0	30 ²⁶	36 ²⁶	36 ²⁶	13 ²⁶
Horsham ⁶⁵	St Pancras International ⁶⁵	Selhurst	2.24	22729000	700	0	0	1 ²⁶	1 ²⁶	1 ²⁶	0
Horsham	London Bridge		2.25	22729000	700	0	0	0	0	0	3
Horsham	Three Bridges		2.26	22729000	700	0	0	0	0	0	1
Blackfriars	East Grinstead	London Bridge	2.27	22729001	700	0	6 ²⁹	5 ²⁹	11 ²⁹	0	0
London Bridge	East Grinstead		2.28	22729001	700	0	0	1	1	0	0
East Grinstead	St Pancras International	London Bridge	2.29	22729001	700	2 ²⁰	0	3 ²⁰	5 ²⁰	0	0
East Grinstead	London Bridge		2.30	22729001	700	0	0	1	1	0	0

1						2					
Service Group: ET02											
Service description: Thameslink Sussex Outer											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
London Bridge	Gatwick Airport	Quarry Lines	2.31	22729000	700	0	0	1	1	0	0
London Bridge	Horsham	Quarry Lines	2.32	22729000	700	0	0	1	1	0	0

Annex B

Table 2.2: Additional Passenger Train Slots ^{37th SA}

1						2					
Service Group: ET05 ⁶⁶											
Service description: Great Northern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times ⁵		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Cambridge ⁴	Blackfriars ⁴	Welwyn Garden City	5.13	22726100	700	3 ⁴⁰	0	13 ⁴⁰	16 ⁴⁰	14 ⁴⁰	0
Baldock ⁴	Kings Cross ⁴	Welwyn Garden City	5.17	21760000	365	2	0	0	2	0	0
Royston ⁴	Kings Cross ⁴	Welwyn Garden City	5.19	21760000	365	1	0	0	1	0	0
St Pancras International ⁴	Cambridge ⁴	Welwyn Garden City	5.31	22726100	700	0	3 ⁴³	11 ⁴³	14 ⁴³	14 ⁴³	0
Kings Cross ⁴	Baldock ⁴	Welwyn Garden City	5.32	21760000	365	0	2	2	4	0	0
Kings Cross ⁴	Letchworth Garden City ⁴	Welwyn Garden City	5.37	22726100	700	0	0	1	1	0	0

Footnotes to Table 2.2

- 1 Peak times – means Services scheduled on any part of a Weekday arriving at King's Cross or Farringdon between 07:00 and 09:59 (the "Morning Peak"), departing King's Cross or Farringdon between 16:00 and 18:59 (the "Evening Peak").
- 2 Off-Peak times - arriving at and departing from a relevant station outside Peak times.
- 3 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".
- 4 These access rights expire at SCD 2021.

