

# 20<sup>th</sup> 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

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**THIS 20<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated *18<sup>th</sup> July 2018* 2018 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 3<sup>rd</sup> 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 date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

**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 or earlier termination of the Contract.

**3. RETROSPECTIVE EFFECT**

Notwithstanding the Effective Date, the amendments shall be applied retrospectively from 0200 hours on 20th May 2018.

**4. AMENDMENTS TO THE CONTRACT**

The table in Annex A in Part 3 of Schedule 4 – Notification Factors will be deleted and replaced by the table set out in Annex A to this Supplemental Agreement.

The table and maps in Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights will be deleted and replaced by the table and maps set out in Annex B to this Supplemental Agreement.

The table in Annex C to Part 3 of Schedule 4 – Payment Rate per train mile table will be deleted and replaced by the table set out in Annex C to this Supplemental Agreement.

**5. 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.

**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 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 J. Hallsall

Print name J. HALLSALL

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

SIGNED by W. Brown

Print name W. BROWN

Duly authorised for and on behalf of  
**GOVIA THAMESLINK RAILWAY LIMITED**

**Annex A**

**Annex A to Part 3 of Schedule 4 – Notification Factors**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Service Group Description</b>	<b>Service Group Code</b>	<b>Type</b>	<b>By D-26</b>	<b>By TW- 22</b>	<b>After TW- 22</b>
<b>Govia Thameslink Railway Limited</b>					
Bedford Mainline	ET01	Off Peak	0.5	0.68	0.85
Bedford Mainline	ET01	Peak	0.55	0.70	0.85
Brighton Mainline	ET02	Off Peak	0.5	0.68	0.85
Brighton Mainline	ET02	Peak	0.5	0.68	0.85
South London	ET03	Off Peak	0.55	0.7	0.85
South London	ET03	Peak	0.55	0.7	0.85
Northern Inners	ET04	Off Peak	0.55	0.7	0.85
Northern Inners	ET04	Peak	0.55	0.7	0.85
Northern Outers	ET05	Off Peak	0.55	0.7	0.85
Northern Outers	ET05	Peak	0.55	0.7	0.85
TL South - Kent Inner	ET06	Off Peak	0.55	0.7	0.85
TL South - Kent Inner	ET06	Peak	0.55	0.7	0.85
Southern - Coastway (Non-London)	ET07	All Trains	0.5	0.68	0.85
Southern - Mainline	ET08	Off Peak	0.5	0.68	0.85
Southern - Mainline	ET08	Peak	0.5	0.68	0.85
Southern South London Metro	ET09	Off Peak	0.55	0.7	0.85
Southern South London Metro	ET09	Peak	0.55	0.7	0.85
Southern West London Line	ET10	Off Peak	0.55	0.7	0.85
Southern West London Line	ET10	Peak	0.55	0.7	0.85
Gatwick Express	ET11	Off Peak	0.4	0.63	0.85
Gatwick Express	ET11	Peak	0.4	0.63	0.85
Thameslink North Metro (MML)	ET12	Off Peak	0.5	0.68	0.85
Thameslink North Metro (MML)	ET12	Peak	0.55	0.70	0.85
Thameslink Kent Outer	ET13	Off Peak	0.55	0.7	0.85
Thameslink Kent Outer	ET13	Peak	0.55	0.7	0.85



























# ThamesLink /

Version: GTR201904  
 Contract Supplement  
 Effective Date:

## Govia Thameslink (Thameslink) Schedule 4 VTP Map

**Service Group**

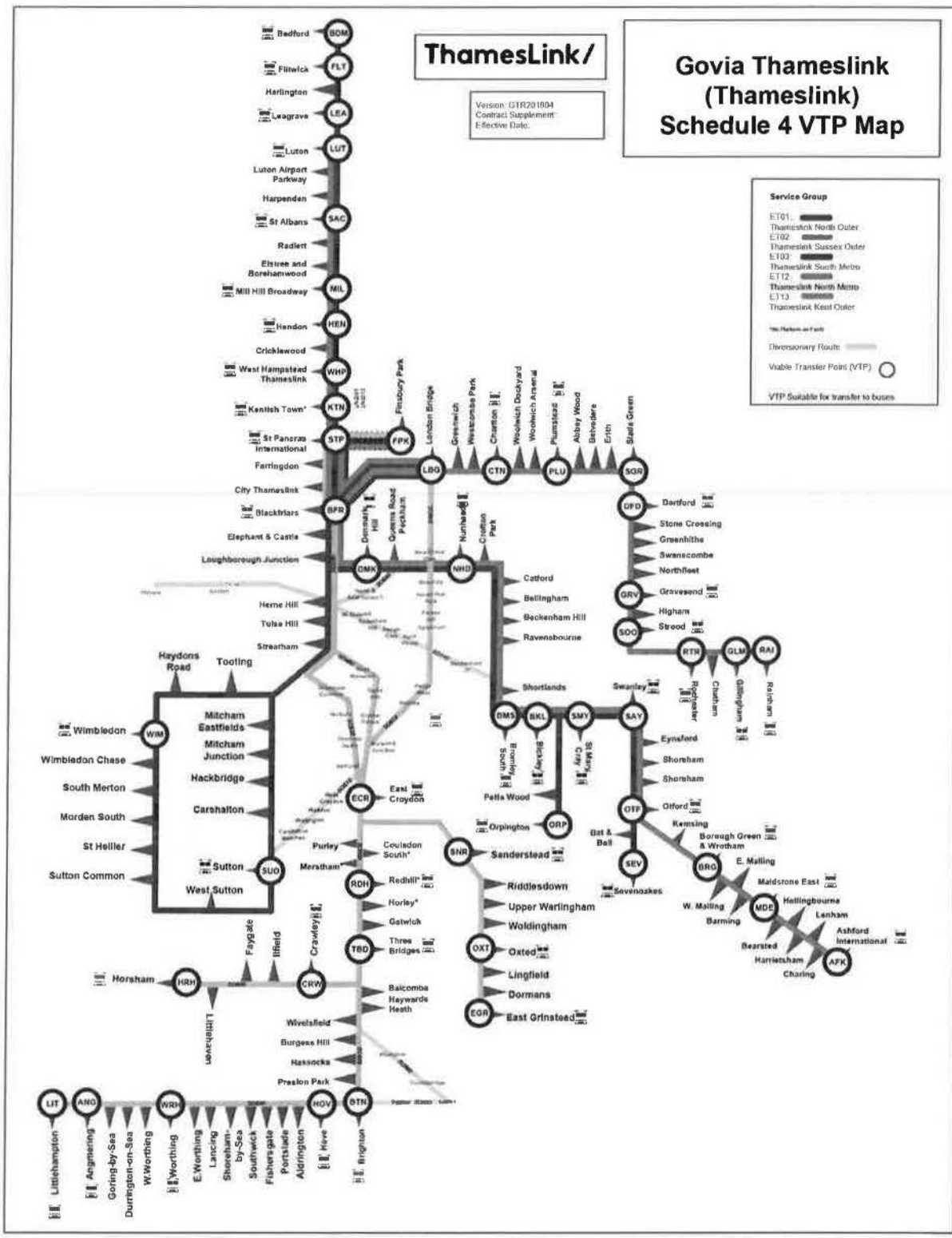
- ET01: Thameslink North Outer
- ET02: Thameslink Sussex Outer
- ET10: Thameslink South Metro
- ET12: Thameslink North Metro
- CT13: Thameslink Kent Outer

Hatched as Fast

Divergency Route

Viable Transfer Point (VTP)

VTP Suitable for transfer to buses





# Govia Thameslink (Great Northern) Schedule 4 VTP Map

**Great Northern**

Version: GTR201804  
Contract Supplement:  
Effective Date:

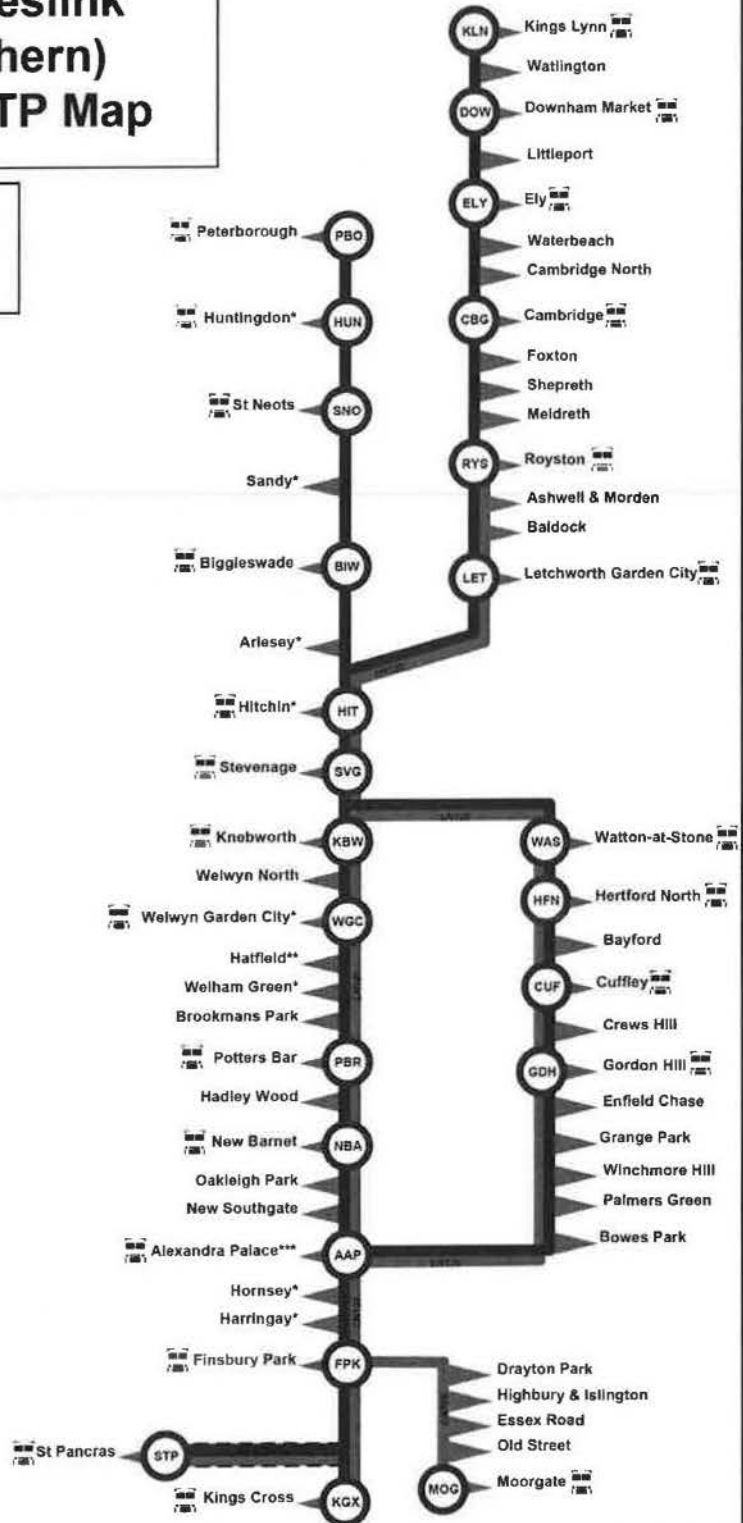
**Service Group**

ET04:   
Great Northern Inners  
ET05:   
Great Northern Outers

Viable Transfer Point (VTP) 

VTP Suitable for transfer to buses

\* No Platform on Fast Lines  
\*\* No Platform on Up Fast  
\*\*\* No Platform on Dn Fast





**Annex C**

**Annex C to Part 3 of Schedule 4 – Payment Rate per train mile**

<b>Service Group</b>	<b>Description</b>	<b>Compensation Rate</b>	<b>Total Train Cost per Mile (Pence)</b>
ET01	Bedford Mainline (Off Peak)	LSE	█
ET01	Bedford Mainline (Peak)	LSE	█
ET02	Brighton Main Line (Off Peak)	LSE	█
ET02	Brighton Main Line (Peak)	LSE	█
ET03	South London (Off Peak)	LSE	█
ET03	South London (Peak)	LSE	█
ET04	Great Northern Inners (Off Peak)	LSE	█
ET04	Great Northern Inners (Peak)	LSE	█
ET05	Great Northern Outers (Off Peak)	LSE	█
ET05	Great Northern Outers (Peak)	LSE	█
ET06	TL South - Kent (Orpington via Herne Hill)	LSE	█
ET06	TL South - Kent (Sevenoaks via Catford)	LSE	█
ET07	Southern Coastway London	LSE	█
ET08	Southern Mainline (Off Peak)	LSE	█
ET08	Southern Mainline (Peak)	LSE	█
ET09	Southern South London Metro (Off Peak)	LSE	█
ET09	Southern South London Metro (Peak)	LSE	█
ET10	Southern West London Line (Off Peak)	LSE	█
ET10	Southern West London Line (Peak)	LSE	█
ET11	Gatwick Express (Off Peak)	LSE	█
ET11	Gatwick Express (Peak)	LSE	█
ET12	Thameslink North Metro (Off Peak)	LSE	█
ET12	Thameslink North Metro (Peak)	LSE	█

ET13	Thameslink Kent Outer	LSE	■
ET13	Thameslink Kent Outer	LSE	■