

18th 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 18TH SUPPLEMENTAL AGREEMENT is dated *22nd February* 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 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 26th February 2018
 - (2) 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.
- 1.3 "Annex" shall mean the annexes and their relevant parts and attached hereto.

2. 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 Subsidiary Change Date 2018.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5, under the heading "Table 2.2 Additional Passenger Train Slots", delete the words "Not used" and insert the table as shown in Annex A to this Supplemental Agreement.
- 3.2 In Schedule 5, in Table 4.1 Calling Patterns, additional entries shall be inserted at the end of Service Groups ET02 and ET05 as shown in Annex B.

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 

Print name JOHN HURRELL

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by 

Print name CHARLES HORTON

Duly authorised for and on behalf of
GOVIA THAMESLINK RAILWAY LIMITED

ANNEX A

Table 2.2: Additional Passenger Train Slots

1						2					
Service Group: ET02											
Service description: Thameslink Brighton Mainline											
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	2.15	22721000	700	0	0	2	2	0	0
Blackfriars	Horsham	London Bridge	2.16	22721000	700	0	0	2	2	0	0
Brighton	Farringdon	London Bridge	2.17	22721000	700	0	0	2	2	0	0
Horsham	Farringdon	London Bridge	2.18	22721000	700	0	0	2	2	0	0
Service Group: ET05											
Service description: Great Northern Outers											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Cambridge	Blackfriars	Welwyn Garden City	5.40	21725000	700	0	0	2	2	0	0
Peterborough	Blackfrairs	Welwyn Garden City	5.41	21727000	700	0	0	2	2	0	0
Farringdon	Cambridge	Welwyn Garden City	5.42	21725000	700	0	0	2	2	0	0
Farringdon	Peterborough	Welwyn Garden City	5.43	21727000	700	0	0	2	2	0	0

ANNEX B

Table 4.1: Calling Patterns

Service Group: ET02						
Service description: Thameslink Brighton Mainline						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations
Blackfriars	Brighton	London Bridge	2.15	22721000		All Stations
Blackfriars	Horsham	London Bridge	2.16	22721000		All Stations
Brighton	Farringdon	London Bridge	2.17	22721000		All Stations
Horsham	Farringdon	London Bridge	2.18	22721000		All Stations

Service Group: ET05						
Service description: Great Northern Outers						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Cambridge	Blackfriars	Welwyn Garden City	5.40	21725000		All Stations
Peterborough	Blackfrairs	Welwyn Garden City	5.41	21727000		All Stations
Farringdon	Cambridge	Welwyn Garden City	5.42	21725000		All Stations
Farringdon	Peterborough	Welwyn Garden City	5.43	21727000		All Stations