

Tenth 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 TENTH SUPPLEMENTAL AGREEMENT is dated 12th January 2022 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, 1 Eversholt Street, London NW1 2DN ("**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 pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009 in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this 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 ORR issues its approval, pursuant to Section 22 of the Act, of the terms 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 on the Expiry Date or earlier termination of the Contract.

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 SCHEDULE 5**

4.1 Table 2.1 (Passenger Train Slots) for Service Group EJ02 shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.

4.2 Table 4.1 (Additional Passenger Train Slots) for Service Group EJ02 shall be deleted and replaced with the version set out as Appendix B 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..... Denise Wetton

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by 

Print name..... Lawrence Bowman

Duly authorised for and on behalf of
WEST MIDLANDS TRAINS LIMITED

APPENDIX A

Table 2.1: Passenger Train Slots

1						2		
7 th Service Group EJ02 Trent Valley								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Crewe	Northampton	Madeley Nuneaton	2.3 (110)	22330000	350/110	2 3 ¹	2	3
Birmingham International	Birmingham New Street	Direct	3.22	12259320	323 350	17	17	1
Birmingham New Street	Birmingham International	Direct	3.23	12259320	323 350	17	16	1
Birmingham New Street	Rugeley Trent Valley	Walsall	3.36	12263310 12263810	350	33 34 ²	33	15
Birmingham New Street	Walsall	Direct	3.38	12263310	323 350	31 32 ³	28	19
Walsall	Birmingham New Street	Direct	3.45	22329000	350	29 33 ⁴	29	19

¹ From the Principal Change Date 2022 the quantum will revert to 2

² From the Principal Change Date 2022 the quantum will revert to 33

³ From the Principal Change Date 2022 the quantum will revert to 31

⁴ From the Principal Change Date 2022 the quantum will revert to 29

APPENDIX B

Table 4.1: Calling Patterns

1					2	3
Service Group EJ02 Trent Valley						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Crewe	Northampton	Madeley and Nuneaton	2.3, 2.4	22330000	Stafford, Rugeley Trent Valley, Lichfield Trent Valley, Tamworth Low Level, Atherstone, Nuneaton, Rugby, Long Buckby	Polesworth ¹ , Longport
Crewe	Northampton	Stoke-on-Trent	2.7	22330000	Alsager, Kidsgrove, Stoke-on-Trent, Stone, Stafford Rugeley Trent Valley, Lichfield Trent Valley, Tamworth Low Level, Atherstone, Nuneaton, Rugby, Long Buckby	Longport

Note to table: ¹Northbound only

Crewe	Birmingham New St	Stoke-on-Trent, Penkridge	4.13, 4.14	22300000	Alsager, Kidsgrove, Stoke-on-Trent, Stone, Stafford, Penkridge, Wolverhampton, Coseley, Tipton, Dudley Port, Smethwick Galton Bridge, Smethwick Rolfe St	Longport
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