

FIFTH SUPPLEMENTAL AGREEMENT
between
NETWORK RAIL INFRASTRUCTURE LIMITED
and
TRANSPORT FOR WALES RAIL LTD

relating to Schedule 5 of the Track Access Contract

THIS FIFTH SUPPLEMENTAL AGREEMENT

is dated 9th December 2021 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a private company limited by shares registered in England and Wales under company number 02904587, having its registered office at 1 Eversholt Street, London, NW1 2DN; and
- (2) **TRANSPORT FOR WALES RAIL LTD** (the “**Train Operator**”), a company registered in England and Wales under number 12619906, whose registered office is at 3 Llys Cadwyn, Pontypridd, CF37 4TH

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 6th August 2020 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the “**Contract**”);
- B. The Contract was novated from Keolis Amey Operations/Gweithrediadau Keolis Amey Limited to the Train Operator pursuant to a Deed of Novation dated 7 February 2021.
- C. The parties now propose to enter into this Supplemental Agreement in order to make changes within Schedule 5.

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**” shall mean the later of:
 - 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; and
 - 0200 hours on 12 December 2021.

2. EFFECTIVE DATE AND DURATION

- 2.1 The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5, HL03 Table 2.1 and Table 4.1 shall be deleted and replaced with the entries as shown in Appendix 1 to this Supplemental Agreement.

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

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 with effect from and including the Effective Date 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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

6. 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 instrument.

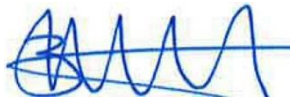
7. THIRD PARTY RIGHTS

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.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY

)



for and on behalf of

)

) Bill Kelly, Route Director Wales & Borders

**NETWORK RAIL
INFRASTRUCTURE LIMITED**

)

)

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SIGNED BY

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for and on behalf of

)

)

**TRANSPORT FOR WALES
RAIL LTD**

)

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for and on behalf of)
)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)

SIGNED BY)
)
for and on behalf of)
)
TRANSPORT FOR WALES)
RAIL LTD) **Marie Daly**

Appendix 1

Table 2.1:

Service Description: Cardiff to Gloucestershire and Ebbw Vale						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Cardiff Central	Ebbw Vale Town	Ebbw Jn	3.2.1	25444001	150	17	17	3
Ebbw Vale Town	Cardiff Central	Ebbw Jn	3.2.2	25444001	150	17	17	2
Cardiff Central	Ebbw Vale Town	Newport	3.2.1.1	25444001	150	0	0	5
Ebbw Vale Town	Cardiff Central	Newport	3.2.2.2	25444001	150	0	0	6
Newport	Crosskeys	Gaer Jn	3.2.3	25444001	150	15	15	0
Crosskeys	Newport	Gaer Jn	3.2.4	25444001	150	15	15	0

Table 4.1:

From	To	Via	Description	TSC	Regular calling patterns	Additional stations
Cardiff Central	Ebbw Vale Town	Ebbw Jn	3.2.1	25444001	All Stations	
Ebbw Vale Town	Cardiff Central	Ebbw Jn	3.2.2	25444001	All Stations	
Cardiff Central	Ebbw Vale Town	Newport	3.2.1.1	25444001	All Stations	
Ebbw Vale Town	Cardiff Central	Newport	3.2.2.2	25444001	All Stations	
Newport	Crosskeys	Gaer Jn	3.2.3	25444001	All Stations	
Crosskeys	Newport	Gaer Jn	3.2.4	25444001	All Stations	