

# Thirteenth 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 THIRTEENTH SUPPLEMENTAL AGREEMENT** is dated 17th November 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**")
- (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 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 later of the Principal Change Date 2022 and 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. **AMENDMENTS TO SCHEDULE 5**

- 3.1 Table 2.1 (Passenger Train Slots) shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.
- 3.2 Table 2.1 (Additional Passenger Train Slots) shall be deleted and replaced with the version set out as Appendix A to this Supplemental Agreement.
- 3.3 Table 4.1 (Additional Passenger Train Slots) shall be deleted and replaced with the

version set out as Appendix A to this Supplemental Agreement.

4. **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”, “her in”, “hereof”, “hereunder” and other i ilar expres ions shall, unless the context req ires 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 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 Denise Wetton 10-11-22

Print nam ...

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**



**SIGNED** b .....

int nam ..... id indsay

Duly authorised for and on behalf of

**WEST MIDLANDS TRAINS LIMITED**

**Appendix A**

**Passenger Train Slots**

*Table 2.1: Passenger Train Slots*

1						2		
7th 13th Service Group EJ02 Trent Valley								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Coventry	Nuneaton	Direct	2.1	22328000	172	18	17	12 <sup>13th</sup>
Nuneaton	Coventry	Direct	2.2	22328000	172	18	17	12 <sup>13th</sup>
Crewe	Northampton	Madeley Nuneaton	2.3 (110)	22330000	350/110	2	2	4 <sup>13th</sup>
Northampton	Crewe	Nuneaton Madeley	2.4	22330000	350	2	2	4 <sup>13th</sup>
Coventry	Leamington Spa	Kenilworth	2.8	22255000	172	18	18 <sup>13th</sup>	18 <sup>13th</sup>
Leamington Spa	Coventry	Kenilworth	2.9	22255000	172	18	18 <sup>13th</sup>	18 <sup>13th</sup>
Crewe	Rugby	Madeley	2.31 (110)	22330000	350/110	16 <sup>13th</sup>	15	9

1						2		
2nd, 13th Service Group EJ03 West Midlands New Street Locals								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Birmingham International	Birmingham New Street	Direct	3.22	12259320	350 <sup>11th</sup>	34 <sup>13th</sup>	34 <sup>13th</sup>	11 <sup>13th</sup>
Birmingham New Street	Birmingham International	Direct	3.23	12259320	350 <sup>11th</sup>	34 <sup>13th</sup>	34 <sup>13th</sup>	11 <sup>13th</sup>
Birmingham New Street	Coventry	Direct	3.24	12259320	350	3 <sup>13th</sup>	2 <sup>13th</sup>	1 <sup>13th</sup>
Birmingham New Street	Northampton	Direct	3.25	22259000	350	36 <sup>13th</sup>	35 <sup>13th</sup>	29 <sup>13th</sup>
Coventry	Birmingham New Street	Direct	3.26	12259320	350	1 <sup>13th</sup>	1 <sup>13th</sup>	1 <sup>13th</sup>
Coventry	Northampton	Direct	3.27	22259000	350	1 <sup>13th</sup>	1 <sup>13th</sup>	0
Northampton	Birmingham New Street	Direct	3.28	22259000	350	36 <sup>13th</sup>	38 <sup>13th</sup>	27 <sup>13th</sup>
Northampton	Coventry	Direct	3.29	22259000	350	0	0	0 <sup>13th</sup>
Birmingham New Street	Wolverhampton	Direct	3.30	12256320	350	36 <sup>13th</sup>	37 <sup>13th</sup>	16
Wolverhampton	Birmingham New Street	Direct	3.31	12256320	350	35 <sup>13th</sup>	34	17 <sup>13th</sup>

1						2		
2nd, 13th Service Group EJ03 West Midlands New Street Locals								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Birmingham New Street	Rugeley Trent Valley	Walsall	3.36	12263310 12263810	350	36 <sup>13th</sup>	36 <sup>13th</sup>	15
Birmingham New Street	Walsall	Direct	3.38	12263310	350	32 <sup>13th</sup>	32 <sup>13th</sup>	19
Rugeley Trent Valley	Birmingham New Street	Walsall	3.41	22263000 12263810	350	35	35 <sup>13th</sup>	14
Walsall	Birmingham New Street	Direct	3.45	22329000	350	33 <sup>13th</sup>	33 <sup>13th</sup>	19

<b>1</b>						<b>2</b>		
<b>13<sup>th</sup> Service Group EJ04 West Midlands Inter Urban</b>								
<b>Service description</b>						<b>Passenger Train Slots</b>		
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Timing Load</b>	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Liverpool Lime Street	Crewe	Runcorn	4.7	22300000	350/110	2	2	2 <sup>13<sup>th</sup></sup>
Shrewsbury	Wolverhampton	Direct	4.10	22266000	170	0 <sup>13<sup>th</sup></sup>	0	0
Wolverhampton	Shrewsbury	Direct	4.11	22266000	170	0 <sup>13<sup>th</sup></sup>	0	0
Crewe	Birmingham New Street	Stoke-on-Trent, Penkridge	4.13	22300000	350/110	16	16	15 <sup>13<sup>th</sup></sup>
Birmingham New St	Crewe	Stoke-on-Trent, Penkridge	4.14	22300000	350/110	17 <sup>13<sup>th</sup></sup>	17 <sup>13<sup>th</sup></sup>	15 <sup>13<sup>th</sup></sup>

1						2					
7th, 13th Service Group EJ05 WCML: London – Northampton											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday <sup>3</sup>	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Saturday	Sunday
							morning Peak	evening Peak			
London Euston	Bletchley	Direct	5.3	22209000	319	6 <sup>13th</sup>	0	3 <sup>13th</sup>	3	4 <sup>13th</sup>	2 <sup>13th</sup>
London Euston	Milton Keynes Central	Direct	5.4	22209000	319	33 <sup>13th</sup>	0	6 <sup>13th</sup>	27 <sup>13th</sup>	27 <sup>13th</sup>	17 <sup>13th</sup>
London Euston	Northampton	Direct	5.6 Express service (110mph)	22209000	350/110	3 <sup>13th</sup>	0	0	3 <sup>13th</sup>	9 <sup>13th</sup>	0
London Euston	Northampton	Direct	5.8 All stations service (100mph)	22209000	350	6 <sup>13th</sup>	0	0 <sup>13th</sup>	6 <sup>13th</sup>	12 <sup>13th</sup>	20 <sup>13th</sup>

Notes to Table:

<sup>1</sup> Peak times – arriving Euston between 0700 and 0959, departing Euston between 1600 and 1859

<sup>2</sup> Off-Peak times – arriving at and departing from a relevant station outside Peak times

<sup>3</sup> 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”.

1						2					
7th, 13th Service Group EJ05 WCML: London – Northampton											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
							morning Peak	evening Peak			
London Euston	Tring	Direct	5.11	2220900 0	319	33 <sup>13th</sup>	0	9 <sup>13th</sup>	24 <sup>13th</sup>	26 <sup>13th</sup>	0 <sup>13th</sup>
London Euston	Watford Junction	Direct	5.12	2220900 0	350	0 <sup>13th</sup>	0	0 <sup>13th</sup>	0 <sup>13th</sup>	0	0
Milton Keynes Central	London Euston	Direct	5.13	2220900 0	319	32 <sup>13th</sup>	4	0	28 <sup>13th</sup>	26 <sup>13th</sup>	24 <sup>13th</sup>
Northampton	London Euston	Direct	5.16 Express service (110mph)	2220900 0	350/11 0	3 <sup>13th</sup>	1 <sup>13th</sup>	0	2 <sup>13th</sup>	2	0

1						2					
7th, 13th Service Group EJ05 WCML: London – Northampton											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
							morning Peak	evening Peak			
Northampton	London Euston	Direct	5.18 All Stations service (100mph)	2220900 0	350	6 <sup>13th</sup>	0 <sup>13th</sup>	0	6 <sup>13th</sup>	7 <sup>13th</sup>	13 <sup>13th</sup>
Tring	London Euston	Direct	5.21	2220900 0	319	35 <sup>13th</sup>	10 <sup>13th</sup>	0	25	26 <sup>13th</sup>	0 <sup>13th</sup>
Watford Junction	London Euston	Direct	5.22	2220900 0	350	0 <sup>13th</sup>	0 <sup>13th</sup>	0	0	0	0
Milton Keynes	Northampton	Direct	5.25	2220900 0	350	1	0	0	1	1 <sup>13th</sup>	0

1							2				
7th, 13th Service Group EJ05 WCML: London – Northampton											
Service description							Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
							morning Peak	evening Peak			
Rugby	London Euston	Weedon	5.31 (110)	22209000	350/110	16 <sup>13th</sup>	3 <sup>13th</sup>	0	13 <sup>13th</sup>	15 <sup>13th</sup>	8 <sup>13th</sup>
Northampton	London Euston	Direct	5.32 (110)	22209000	350/110	33 <sup>13th</sup>	9 <sup>13th</sup>	0	24	34 <sup>13th</sup>	20 <sup>13th</sup>
London Euston	Rugby	Weedon	5.41 (110)	22209000	350/110	16	0	3	13	15 <sup>13th</sup>	8
London Euston	Northampton	Direct	5.42 (110)	22209000	350/110	32	0	8	24	22	17

## **Passenger Train Slots**

- 2.1 The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified in Table 2.1 on the Days and within the Peak and Off-Peak times so listed using any Specified Equipment included in paragraph 5.1(a) that is capable of achieving the Timing Load shown. If the Train Operator makes an Access Proposal, or relies on a Rolled Over Access Proposal, to operate any of the Services specified in Table 2.1 using Specified Equipment that is not capable of achieving the Timing Load shown, then the rights will be treated as Contingent Rights for the purposes of Part D of the Network Code.
- 2.2 In order to provide for the Scheduling of part only of Passenger Train Slots specified in Table 2.1 the Train Operator has:
- (a) Firm Rights for such a Passenger Train Slot to commence from and/or terminate at [*Not used*]; and
  - (b) Contingent Rights for such a Passenger Train Slot to commence from and/or terminate at Watford Junction, Tring, Bletchley or Milton Keynes Central (in each case to or from London Euston).
- 2.3 In order to provide through Services the Train Operator has:
- (a) Firm Rights to combine Passenger Train Slots at Northampton, Birmingham Snow Hill<sup>13th</sup> and Rugby; and
  - (b) Firm Rights to combine Passenger Train Slots with Train Service Codes 12272323 and 22272000 at Birmingham New Street ('Cross City' services)<sup>13th</sup> and
  - (c) Firm Rights to combine Passenger Train Slots with Train Service Codes 22328000 and 22255000 at Coventry ('Knuckle services')<sup>13th</sup> and
  - (d) Contingent Rights to combine Passenger Train Slots at all other locations.

**Table 2.2: Additional Passenger Train Slots7th**

<b>1</b>						<b>2</b>		
<b>13th Service Group EJ02 Trent Valley</b>								
<b>Service description</b>						<b>Passenger Train Slots</b>		
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Timing Load</b>	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Coventry	Leamington Spa	Kenilworth	2.8	22255000	172	0	0	0 <sup>13th</sup>
Leamington Spa	Coventry	Kenilworth	2.9	22255000	172	0	0	0 <sup>13th</sup>

**Table 4.1: Calling Patterns**

<b>1</b>					<b>2</b>	<b>3</b>
13 <sup>th</sup> Service Group EJ05 WCML: London - Northampton						
Service description						
<b>Between</b>	<b>And</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Regular Calling Pattern</b>	<b>Additional stations</b>
London Euston	Northampton	Direct	5.32 (110mph), 5.42 (110mph)	22209000	Watford Junction, Leighton Buzzard, Bletchley <sup>13<sup>th</sup></sup> , Milton Keynes Central, Wolverton	