

**NINETEENTH SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**TRANSPORT FOR WALES RAIL LTD**

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**relating to Schedule 5 of the Track Access Contract**

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**THIS NINETEENTH SUPPLEMENTAL AGREEMENT**

is dated 15th March 2024 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under number 04402220 having its registered office at Waterloo General Office, London, United Kingdom, SE1 8SW, 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 6<sup>th</sup> 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** means the later of:
  - 02:00 4th June 2024 (SCD 2024); and
  - the date upon which the Office of Rail and Road issues its approval of the terms of this Supplemental Agreement, pursuant to Section 22 of the Act.

**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 Table 2.1, the entries for Service Group HL02 winter and HL02 summer lines 2.6.1 and 2.6.2 shall be deleted and replaced with the entries as shown in Appendix 1 to this Supplemental Agreement.
- 3.2 In Schedule 5 Table 2.1, the entries for Service Group HL05 shall be deleted and replaced with the entries as shown in Appendix 2 to this Supplemental Agreement.

3.3 In Schedule 5 Table 4.1, the entries for Service Group HL05 shall be deleted and replaced with the entries as shown in Appendix 3 to this Supplemental Agreement.

3.4 In Schedule 5; Part 1. Definitions, the Peak Services definition shall be deleted and replaced with the entries as shown below:

Peak Services means in respect of Service Group HL05 (a) Services Scheduled on any part of a Weekday (i) to arrive at Cardiff Central or Cardiff Bay between 0630 hours and 0900 hours or (ii) to depart from Cardiff Central or Cardiff Bay between 1600 hours and 1830 hours, and (b) Services Scheduled on any part of a Saturday to arrive at or depart from Cardiff Central or Cardiff Bay between 0900 hours and 1700 hours, and "Peak" shall be construed accordingly;

#### **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 )  
 ) Nick Millington  
for and on behalf of )  
 )  
**NETWORK RAIL** )  
**INFRASTRUCTURE LIMITED** )

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

Appendix 1 - Table 2.1:*This Table*

<b>Service Group: HL02</b>								
<b>Service Description: West Wales (Summer)</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>Total Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Bridgend	Barry	Rhose	2.6.1	25439000	150	18	18	8
Barry	Bridgend	Rhose	2.6.2	25439000	150	18	18	8

<b>Service Group: HL02</b>								
<b>Service Description: West Wales (Winter)</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>Total Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Bridgend	Barry	Rhose	2.6.1	25439000	150	18	18	8
Barry	Bridgend	Rhose	2.6.2	25439000	150	18	18	8

Appendix 2 - Table 2.1:

*This Table*

OFFICIAL

## Passenger Train Slots

## Service Description: Valley Lines and Cardiff Local Services

Service Description: Valley Lines and Cardiff Local Services						Total Weekday	Peak Times		Off-peak times	Total Saturday	Saturday		Sunday
From	To	Via	Description	TSC	Timing Load		Morning Peak	Evening Peak			Peak	Off-peak	
Cardiff Central	Cardiff East Boundary	-	5.1.3	25445000	150	6	0	0	6	1	0	1	0
Cardiff Central	Penarth	Grangetown	5.1.4	25443000	150	7 (Mon-Thu) 2 (Fri)	0	0	7 (Mon-Thu) 2 (Fri)	2	0	2	0
Cardiff East Boundary	Penarth	Grangetown	5.1.5	25443000 / 25445000	150	29 (Mon-Thu) 24 (Fri)	5	5	19 (Mon-Thu) 14 (Fri)	33	16	17	0
Cardiff East Boundary	Penarth	Grangetown	5.1.6	25443000 / 25448000	150	25	5	5	15	25	16	9	0
Cardiff East Boundary	Penarth	Grangetown	5.1.7	25447000 / 25443000	150	0	0	0	0	0	0	0	13
Cardiff East Boundary	Penarth	Grangetown	5.1.8	25448000 / 25447000	150	0	0	0	0	1	0	1	0
Penarth	Cardiff Central	Grangetown	5.1.9	25443000	150	9 (Mon-Thu) 4 (Fri)	0	0	9 (Mon-Thu) 4 (Fri)	4	0	4	1
Penarth	Cardiff East Boundary	Grangetown	5.1.10	25443000 / 25445000	150	28 (Mon-Thu) 33 (Fri)	5	5	18 (Mon-Thu) 23 (Fri)	33	16	17	0
Penarth	Cardiff East Boundary	Grangetown	5.1.11	25443000 / 25447000	150	0	0	0	0	0	0	0	12
Penarth	Cardiff East Boundary	Grangetown	5.1.12	25443000 / 25448000	150	24	4	5	15	24	16	8	0
Barry	Cardiff Central	Cogan	5.2.8	25442000	150	4	0	0	4	2	0	2	8
Barry	Cardiff East Boundary	Cogan	5.2.9	25442000 / 25448000	150	14	3	2	9	16	8	8	0
Barry Island	Cardiff Central	Cogan	5.2.10	25442000	150	6	0	0	6	3	0	3	8

Barry Island	Cardiff East Boundary	Cogan	5.2.11	25442000 / 25448000	150	39	6	8	25	42	24	18	22
Cardiff Central	Barry	Cogan	5.2.12	25442000	150	4	0	0	4	2	0	2	8
Cardiff Central	Barry Island	Cogan	5.2.13	25442000	150	6	0	0	6	5	0	5	6
Cardiff East Boundary	Barry	Cogan	5.2.14	25442000 / 25448000	150	14	2	2	10	15	8	7	0
Cardiff East Boundary	Barry	Cogan	5.2.15	25445000 / 25442000	150	0	0	0	0	1	0	1	0
Cardiff East Boundary	Barry Island	Cogan	5.2.16	25442000 / 25448000	150	39	7	8	24	40	24	16	23
Cardiff Central	Cardiff East Boundary	-	5.2.17	25448000	150	1 (Mon-Thu) 6 (Fri)	0	0	1 (Mon-Thu) 6 (Fri)	6	0	6	2
Cardiff East Boundary	Cardiff Central	-	5.2.18	25448000	150	1 (Mon-Thu) 6 (Fri)	0	0	1 (Mon-Thu) 6 (Fri)	6	0	6	2
Cardiff Central	Cardiff East Boundary	-	5.3.7	25447000	150	34	0	5	29	35	16	19	16
Cardiff East Boundary	Cardiff Central	-	5.3.8	25447000	150	36	5	0	31	36	16	20	14
Cardiff Central	Cardiff East Boundary	-	5.4.3	25446000	150	3	0	0	3	3	0	3	14
Cardiff East Boundary	Cardiff Central	-	5.4.4	25446000	150	3	0	0	3	3	0	3	13
Cardiff East Boundary	Cardiff West Boundary	Cardiff Central	5.5.5	25446000	150	30	4	5	21	30	16	14	0
Cardiff West Boundary	Cardiff East Boundary	Cardiff Central	5.5.6	25441000 / 25446000	150	30	5	5	20	30	16	14	0

Cardiff Central	Cardiff West Boundary	Ninian Park	5.5.7	25440000	150	2	0	0	2	2	0	2	13
Cardiff West Boundary	Cardiff Central	Ninian Park	5.5.8	25440000	150	4	0	0	4	4	0	4	13

**Appendix 3 - Table 4.1:*****This Table***

1					2	
Service Group: HL05					Calling patterns	
Service Description: Valley Lines and Cardiff Local Services						
From	To	Via	Description	TSC	Regular calling patterns	Additional stations
Cardiff Central	Cardiff East Boundary	-	5.1.3	25445000	Cardiff Central	N/A
Cardiff Central	Penarth	Grangetown	5.1.4	25443000	All Stations	N/A
Cardiff East Boundary	Penarth	Grangetown	5.1.5	25443000 / 25445000	All Stations	N/A
Cardiff East Boundary	Penarth	Grangetown	5.1.6	25443000 / 25448000	All Stations	N/A
Cardiff East Boundary	Penarth	Grangetown	5.1.7	25447000 / 25443000	All Stations	N/A
Cardiff East Boundary	Penarth	Grangetown	5.1.8	25448000 / 25447000	All Stations	N/A
Penarth	Cardiff Central	Grangetown	5.1.9	25443000	All Stations	N/A
Penarth	Cardiff East Boundary	Grangetown	5.1.10	25443000 / 25445000	All Stations	N/A
Penarth	Cardiff East Boundary	Grangetown	5.1.11	25443000 / 25447000	All Stations	N/A
Penarth	Cardiff East Boundary	Grangetown	5.1.12	25443000 / 25448000	All Stations	N/A
Barry	Cardiff Central	Cogan	5.2.8	25442000	All Stations	N/A
Barry	Cardiff East Boundary	Cogan	5.2.9	25442000 / 25448000	All Stations	N/A
Barry Island	Cardiff Central	Cogan	5.2.10	25442000	All Stations	N/A
Barry Island	Cardiff East Boundary	Cogan	5.2.11	25442000 / 25448000	All Stations	N/A
Cardiff Central	Barry	Cogan	5.2.12	25442000	All Stations	N/A
Cardiff Central	Barry Island	Cogan	5.2.13	25442000	All Stations	N/A
Cardiff East Boundary	Barry	Cogan	5.2.14	25442000 / 25448000	All Stations	N/A
Cardiff East Boundary	Barry	Cogan	5.2.15	25445000 / 25442000	All Stations	N/A
Cardiff East Boundary	Barry Island	Cogan	5.2.16	25442000 / 25448000	All Stations	N/A
Cardiff Central	Cardiff East Boundary	-	5.2.17	25448000	Cardiff Central	N/A
Cardiff East Boundary	Cardiff Central	-	5.2.18	25448000	Cardiff Central	N/A
Cardiff Central	Cardiff East Boundary	-	5.3.7	25447000	Cardiff Central	N/A
Cardiff East Boundary	Cardiff Central	-	5.3.8	25447000	Cardiff Central	N/A
Cardiff Central	Cardiff East Boundary	-	5.4.3	25446000	Cardiff Central	N/A
Cardiff East Boundary	Cardiff Central	-	5.4.4	25446000	Cardiff Central	N/A
Cardiff East Boundary	Cardiff West Boundary	Cardiff Central	5.5.5	25446000	All Stations	N/A
Cardiff West Boundary	Cardiff East Boundary	Cardiff Central	5.5.6	25441000 / 25446000	All Stations	N/A
Cardiff Central	Cardiff West Boundary	Ninian Park	5.5.7	25440000	All Stations	N/A
Cardiff West Boundary	Cardiff Central	Ninian Park	5.5.8	25440000	All Stations	N/A