

**31<sup>st</sup> SUPPLEMENTAL AGREEMENT**

**Between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**-and-**

**First MTR South Western Trains Limited**

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**Relating to amendments to the  
Track Access Contract (Passenger Services)  
dated 9th April 2019**

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**THIS 31<sup>st</sup> SUPPLEMENTAL AGREEMENT** is dated 29<sup>th</sup> August 2024 and made;

**BETWEEN**

- (1) **Network Rail Infrastructure Limited**, a company registered in England under number 2904587, having its registered office at Waterloo General Office, London SE1 8SW (“**Network Rail**”); and
- (2) **First MTR South Western Trains Limited** a company registered in England and Wales under number 07900320, having its registered office at 8th Floor The Point, 37 North Wharf Road, London W2 1AF (the “**Train Operator**”).

**WHEREAS**

- (A) The parties entered into a Track Access Contract dated 9<sup>th</sup> April 2019, in a form approved by the Office Of Rail and Road (ORR) pursuant to directions under section 18 (7) of the Railways Act 1993 (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 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.
- b) “**Effective Date**” means the date of this General Approval.

**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 or earlier termination of the Contract.

**3. OFFICE OF RAIL AND ROAD GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

#### **4. AMENDMENTS TO THE CONTRACT**

Schedule 5 paragraph 5, 'Specified Equipment', shall be deleted in its entirety, and replaced by the version contained in Appendix 1 to this Supplemental Agreement.

#### **5. 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.

#### **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

Mark Goodall – Route Director, Wessex

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

Signed by

James Percival – Finance Director

Duly authorised for and on behalf of  
**FIRST MTR SOUTH WESTERN TRAINS LIMITED**

## Appendix 1

### 1. Specified Equipment

#### *Specified Equipment*

- 1.1 In order to provide the Services specified in this Schedule 5, subject to obtaining any necessary route clearance for the route in question, the Train Operator has:

- (a) *Firm Rights to operate the following railway vehicles:*

Class 158, 159, 444, 450, 455, 458/4 and 458/5, 701 and 707
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and

- (b) *Contingent Rights to operate any railway vehicles registered with RSSB's R2 system (incorporating the former Rolling Stock Library).*

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".

#### *Train Length*

- 1.2 The Train Operator has a Firm Right to the maximum train length in metres which the Network can from time to time accommodate, subject to a right of Network Rail to vary the train length in cases where the Network cannot accommodate all Access Proposals and Rolled Over Access Proposals to operate to the maximum length.
- 1.3 Nothing in paragraph 5.2 precludes the operation of trains in excess of platform lengths where appropriate measures have been taken to control, so far as is reasonably practicable, any risks introduced by the use of such longer trains.