

# Thirty seventh Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**TRANSPORT FOR WALES RAIL LTD**

as Train Operator

Relating to the Track Access Contract (Passenger Services) dated 6<sup>th</sup> August 2020

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**THIS 37<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated 05-09-2024 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 in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) (which track access contract is 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:

- (A) 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;
- (B) “Effective Date” means:  
  
The date of this Supplemental Agreement.

**2. ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

**3. EFFECTIVE DATE AND TERM**

The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect after 90 days.

**4. AMENDMENTS TO SCHEDULE 5**

4.1 In Schedule 5 Table 2.2, the entries for Service Group HL05 shall include the entries as shown in Appendix 1 to this Supplemental Agreement.

**5. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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** whereof 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...Nick Millington  
Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by.....

Gyfarwyddwr Rheoli /Managing Director  
Print name.....  
Duly authorised for and on behalf of  
**TRANSPORT FOR WALES RAIL LIMITED**

## Appendix 1

Service group: HL05						Passenger Train Slots							
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 East Boundary	Penarth	Grange town	5.1.6	25443000 / 25448000	150	Mon - Thu 1	0	0	Mon - Thu 1	0	0	0	0
Penarth	Cardiff East Boundary	Grange town	5.1.10	25443000 / 25445000	150	Mon - Thu 4	0	0	Mon - Thu 4	0	0	0	0
Barry Island	Cardiff East Boundary	Cogan	5.2.11	25442000 / 25448000	150	0	0	0	0	0	0	0	2
Cardiff East Boundary	Barry Island	Cogan	5.2.16	25442000 / 25448000	150	0	0	0	0	0	0	0	2
Cardiff Central	Cardiff East Boundary	-	5.2.17	25448000	150	Mon - Thu 5	0	0	Mon - Thu 5	0	0	0	0
Cardiff East Boundary	Cardiff Central	-	5.2.18	25448000	150	Mon - Thu 5	0	0	Mon - Thu 5	0	0	0	0