

# Sixteenth Supplemental Agreement (General Approval)

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

The Chiltern Railway Company Ltd

as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 7<sup>th</sup> October 2022

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**THIS THIRTEENTH SUPPLEMENTAL AGREEMENT** is dated

2025 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London, SE1 8SW (“Network Rail”); and
- (2) **THE CHILTERN RAILWAY COMPANY LTD**, a company registered in England under number 3007939 having its registered office at 1, Admiral Way, Doxford International Business Park, Sunderland, England, SR3 3XP (the “Train Operator”).

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 7 October 2022 in a form approved by the Office of Rail and Road (ORR) 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 (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 Subsidiary Change Date 2025 (18<sup>th</sup> May 2025)

2. **ORR GENERAL APPROVAL**

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

3. **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.

4. **AMENDMENTS TO THE CONTRACT**

4.1 Appendix 1 to Schedule 8 shall be deleted in its entirety and replaced with the version set out in Annex A to this Supplemental Agreement.

5. **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”, “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.....  .....

Print name.....

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



**SIGNED** by.....

Print name.....Richard Allan.....

Duly authorised for and on behalf of  
**THE CHILTERN RAILWAY COMPANY LTD**

Annex A

Appendix 1<sup>7th 11th 16th</sup>

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)							
HO01 Met Off-Peak	2024-25	█	█	█	51	180	210	Marylebone - Harrow - Aylesbury	Forward	AMERSHAM	█
	2025-26	█					210	Marylebone - Harrow - Aylesbury	Forward	LONDON MARYLEBONE	█
	2026-27	█					210	Marylebone - Harrow - Aylesbury	Reverse	AMERSHAM	█
	2027-28	█					210	Marylebone - Harrow - Aylesbury	Reverse	AYLESBURY	█
	2028-29	█					210	Marylebone - Harrow - Aylesbury	Reverse	AYLESBURY VALE PARKWAY	█
HO01 Met Peak	2024-25	█	█	█	█	180	210	Marylebone - Harrow - Aylesbury	Forward	AMERSHAM	█
	2025-26	█					210	Marylebone - Harrow - Aylesbury	Forward	LONDON MARYLEBONE	█
	2026-27	█					210	Marylebone - Harrow - Aylesbury	Reverse	AMERSHAM	█
	2027-28	█					210	Marylebone - Harrow - Aylesbury	Reverse	AYLESBURY	█
	2028-29	█					210	Marylebone - Harrow - Aylesbury	Reverse	AYLESBURY VALE PARKWAY	█
HO02 Birmingham Off-Peak	2024-25	█	█	█	█	180	530	Marylebone - Banbury - Birmingham	Forward	BIRMINGHAM SNOW HILL	█
	2025-26	█					530	Marylebone - Banbury - Birmingham	Forward	HIGH WYCOMBE	█
	2026-27	█					530	Marylebone - Banbury - Birmingham	Forward	LEAMINGTON SPA	█
	2027-28	█					530	Marylebone - Banbury - Birmingham	Forward	LONDON MARYLEBONE	█
	2028-29	█					530	Marylebone - Banbury - Birmingham	Reverse	BANBURY	█

OFFICIAL

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)							
							530	Marylebone - Banbury - Birmingham	Reverse	BICESTER NORTH	■
							530	Marylebone - Banbury - Birmingham	Reverse	BIRMINGHAM MOOR STREET	■
							530	Marylebone - Banbury - Birmingham	Reverse	BIRMINGHAM SNOW HILL	■
							530	Marylebone - Banbury - Birmingham	Reverse	HIGH WYCOMBE	■
							530	Marylebone - Banbury - Birmingham	Reverse	STOURBRIDGE JUNCTION	■
							530	Marylebone - Banbury - Birmingham	Reverse	STRATFORD UPON AVON	■
HO02	2024-25 ■	■	■	■	■	180	530	Marylebone - Banbury - Birmingham	Forward	BIRMINGHAM SNOW HILL	■
Birmingham	2025-26 ■						530	Marylebone - Banbury - Birmingham	Forward	HIGH WYCOMBE	■
Peak	2026-27 ■						530	Marylebone - Banbury - Birmingham	Forward	LEAMINGTON SPA	■
	2027-28 ■						530	Marylebone - Banbury - Birmingham	Forward	LONDON MARYLEBONE	■
	2028-29 ■						530	Marylebone - Banbury - Birmingham	Reverse	BANBURY	■
	530						Marylebone - Banbury - Birmingham	Reverse	BICESTER NORTH	■	
	530						Marylebone - Banbury - Birmingham	Reverse	BIRMINGHAM MOOR STREET	■	
530	Marylebone - Banbury - Birmingham						Reverse	BIRMINGHAM SNOW HILL	■		

OFFICIAL

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Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)							
							530	Marylebone - Banbury - Birmingham	Reverse	STOURBRIDGE JUNCTION	■
HO03	2024-25	■	■	■	■	156	211	Marylebone - High Wycombe / P Risboro / Aylesbury	Forward	LONDON MARYLEBONE	■
Joint	2025-26	■					211	Marylebone - High Wycombe / P Risboro / Aylesbury	Forward	PRINCES RISBOROUGH	■
Off-Peak	2026-27	■					211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	AYLESBURY	■
	2027-28	■					211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	GERRARDS CROSS	■
	2028-29	■					211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	HIGH WYCOMBE	■
							211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	PRINCES RISBOROUGH	■
							211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	WEST RUISLIP	■
HO03	2024-25	■	■	■	■	126	211	Marylebone - High Wycombe / P Risboro / Aylesbury	Forward	LONDON MARYLEBONE	■
Joint	2025-26	■					211	Marylebone - High Wycombe / P Risboro / Aylesbury	Forward	HIGH WYCOMBE	■
Peak	2026-27	■					211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	GERRARDS CROSS	■
	2027-28	■					211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	HIGH WYCOMBE	■
	2028-29	■					211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	PRINCES RISBOROUGH	■
							211	Marylebone - High Wycombe / P Risboro / Aylesbury	Reverse	WEST RUISLIP	■

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Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)							
HO04 Oxford Off-Peak	2024-25	████	████	████	█	180	535	London Marylebone - Oxford	Forward	BICESTER VILLAGE	████
	2025-26	████					535	London Marylebone - Oxford	Forward	LONDON MARYLEBONE	████
	2026-27	████					535	London Marylebone - Oxford	Reverse	BICESTER VILLAGE	████
	2027-28	████					535	London Marylebone - Oxford	Reverse	OXFORD	████
	2028-29	████					535	London Marylebone - Oxford	Reverse	OXFORD PARKWAY	████
HO04 Oxford Peak	2024-25	████	████	████	█	160	535	London Marylebone - Oxford	Forward	BICESTER VILLAGE	████
	2025-26	████					535	London Marylebone - Oxford	Forward	LONDON MARYLEBONE	████
	2026-27	████					535	London Marylebone - Oxford	Reverse	BICESTER VILLAGE	████
	2027-28	████					535	London Marylebone - Oxford	Reverse	OXFORD	████
	2028-29	████					535	London Marylebone - Oxford	Reverse	OXFORD PARKWAY	████