

Forty First 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 FORTY FIRST SUPPLEMENTAL AGREEMENT is dated 02 May 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) **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 Forty Second 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

Effective Date" means the later of:

- (1) 02:05 on 18th May 2025 and
- (2) 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 Subsidiary Change Date 2025.

3. **AMENDMENTS TO SCHEDULE 5**

The Contract shall be amended as follows:

- 3.1 In Table 2.2 of Schedule 5 of the Contract, the entry relating to Service Group EJ03 shall be

deleted in its entirety and replaced by the version as set out in Annex A to this Supplemental Agreement

- 3.2 Table 4.2 of Schedule 5 of the Contract specific line entries relating to EJ03 shall added into the contract as set out in Annex B 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”, “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. **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.....

Print name.....Denise Wetton Route Director, 01-05-25
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by.....

Print name: Ian McConnell, Managing Director
Duly authorised for and on behalf of
WEST MIDLANDS TRAINS LIMITED



ANNEX A

Table 2.2: Additional Passenger Train Slots ^{33rd 34th 35th 36th 37th 38th 41st 42nd}

1						2		
Service Group EJ03 West Midlands New Street Locals ¹								
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 ^{11th}	0	0	1 ^{42nd}
Birmingham New Street	Coventry	Direct	3.24	12259320	350	0	3 ^{42nd}	0
Coventry	Birmingham New Street	Direct	3.26	12259320	350	2 ^{42nd}	0	0
Northampton	Birmingham New Street	Direct	3.28	22259000	350	0	0	2 ^{42nd}
Northampton	Coventry	Direct	3.29	22259000	350	0	0	1 ^{42nd}
Wolverhampton	Birmingham New Street	Direct	3.31	12256320	350	1 ^{42nd}	1 ^{42nd}	0
Birmingham New Street	Great Malvern	Five Ways	3.50	22329000	170	0	3 ^{42nd}	0
Worcester Foregate Street	Birmingham New Street	Five Ways	3.54	22329000	170	1 ^{42nd}	0	0
Worcester Shrub Hill	Birmingham New Street	Five Ways	3.58	22329000	170	3 ^{42nd}	0	0
Great Malvern	Worcester Shrub Hill	Direct	3.61	22332000	170	0	2 ^{42nd}	1 ^{42nd}
Birmingham New Street	Kings Norton	Moseley	3.76	????	196	31 ^{41st 2}	31 ^{41st 2}	14 ^{41st 2}
Kings Norton	Birmingham New Street	Moseley	3.77	????	196	32 ^{41st 2}	31 ^{41st 2}	14 ^{41st 2}

¹ Rights shall expire at 01:59 on the Principle Change Date 14th December 2025 ^{41st 42nd}

² These Passenger Trains Slots will take effect when the Camp Hill Stations are complete and commissioned, but, in any event no earlier than the Subsidiary Change Date 2025.

1. **Calling Patterns**

Table 4.2: Additional Calls

1 16th					2	3
Service Group EJ03 West Midlands New Street Locals						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Birmingham New Street	Kings Norton	Moseley	3.76	????	Moseley Village, Kings Heath Station, Pineapple Road.	N/A
Kings Norton	Birmingham New Street	Moseley	3.77	????	Pineapple Road, Kings Heath Station, Moseley Village.	N/A

