# Fifteenth Supplemental Agreement

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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OFFICIAL

# THIS FIFTEENTH SUPPLEMENTAL AGREEMENT is dated 13th June 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) <u>THE CHILTERN RAILWAY COMPANY LTD</u>, 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:
  - i. 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 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.

#### 3. AMENDMENTS TO THE CONTRACT

The Contract shall be amended as follows:

3.1 In paragraph 1.1 Definitions in the front end of the Contract, delete the definition of

"Expiry Date" in its entirety and replace it with the following:

"Expiry Date" means the Principal Change Date in 2029

#### 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. <u>LAW</u>

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.

OFFICIAL

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

12-06-25..... Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

Kichard Allan

SIGNED by.....

Print name RICHARD ALLAN 09.06.25 Duly authorised for and on behalf of Chiltern Railways