

TWELFTH SUPPLEMENTAL AGREEMENT

between

**SEILWAITH AMEY CYMRU / AMEY INFRASTRUCTURE WALES LIMITED
and**

TRANSPORT FOR WALES RAIL LTD

relating to the Track Access Contract (Passenger Services) dated 24 December 2019

THIS TWELFTH SUPPLEMENTAL AGREEMENT

is dated 2nd July 2024 and made between:

- (1) **SEILWAITH AMEY CYMRU / AMEY INFRASTRUCTURE WALES LIMITED**, a company registered in England under number 11389544, whose registered office is at Transport for Wales CVL Infrastructure Depot, Ty Trafnidiaeth, Treforest Industrial Estate, Gwent Road, Pontypridd, United Kingdom, CF37 5UT (the "**CVL IM**"); and
- (2) **TRANSPORT FOR WALES RAIL LTD**, a company registered in England under number 12619906, whose registered office is at 3 Llys Cadwyn, Pontypridd, Wales CF37 4TH (the "**Train Operator**").

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 24th December 2019 pursuant to Section 18(6) of the Act, as amended by supplemental agreements from time to time, 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 now propose to enter into this Supplemental Agreement in order to make amendments to the Contract on the terms set out below.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

In this Supplemental Agreement:

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

"Effective Date" shall mean:

the date upon which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement

2 EFFECTIVE DATE AND DURATION

- 2.1 The amendments made to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date.

3 AMENDMENTS TO THE CONTRACT

3.1 In the main body of the contract, at paragraph 1.1 (Definitions) delete:

“**Expiry Date**” means the earlier of:

(a) the Principal Change Date in the year 2024; and” and replace with the following:

“**Expiry Date**” means the earlier of:

(a) the Principal Change Date in the year 2029; and”

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

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”, “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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

6. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

7. 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.

IN WITNESS WHEREOF the CVL IM and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY)
)
for and on behalf of)
)
AMEY INFRASTRUCTURE WALES /)
SEILWAITH AMEY CYMRU LIMITED)



SIGNED BY)
)
for and on behalf of)
)
TRANSPORT FOR WALES RAIL LTD

