

# Seventeenth 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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**THIS SEVENTEENTH SUPPLEMENTAL AGREEMENT** is dated 11th September 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 later of:
  - (1) 02:00 on 14<sup>th</sup> December 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 Principle Change Date 2025 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 Schedule 5, Table 2.2: Additional Passenger Train Slots the words ‘Not used’ shall

be deleted and replaced with the table as set out in Annex A

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 11-09-25.....

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**



**SIGNED** by.....

Tony Baxter, Operations Director

Print name.....

Duly authorised for and on behalf of

*Annex A.**Table 2.2: Additional Passenger Train Slots*

| 1                                 |                |        |             |          | 2                                |          |        |
|-----------------------------------|----------------|--------|-------------|----------|----------------------------------|----------|--------|
| Service Group - HO02 - Birmingham |                |        |             |          |                                  |          |        |
| Service description               |                |        |             |          | Additional Passenger Train Slots |          |        |
| From                              | To             | Via    | Description | TSC      | Weekday                          | Saturday | Sunday |
| Kings Sutton                      | Bicester North | Direct | 2.25        | 25530004 | 1 <sup>1</sup>                   | 0        | 0      |

<sup>1</sup>In order to provide a through service from Kings Sutton to London Marylebone, the Train Operator has the contingent right to combine this contingent right with firm access rights in Table 2.1, service group HO02 between Bicester North and London Marylebone, description 2.03.