

70th SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED
as Network Rail

And

GOVIA THAMESLINK RAILWAY LIMITED
as Train Operator

relating to the Track Access Contract (Passenger
Services) dated 02 March 2016

CONTENTS

1. INTERPRETATION 3

2. EFFECTIVE DATE AND TERM..... 3

3. AMENDMENTS TO CONTRACT 4

4. GENERAL 4

5. THIRD PARTY RIGHTS 4

6. LAW 4

7. COUNTERPARTS..... 4

8. ANNEX A..... 6

9. ANNEX B..... 7

THIS 70TH SUPPLEMENTAL AGREEMENT is dated _____ and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW ("Network Rail"); and
- (2) **GOVIA THAMESLINK RAILWAY LIMITED**, a company registered in England under number 07934306, having its registered office at 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 02 March 2016 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 (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The parties wish to amend the Contract in the terms described below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- 1.1 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; and

1.2 "Effective Date" means:

- (1) 02:00 hours on 14th Dec 2025.

- 1.3 "Annex" shall mean the annexes and their relevant parts and attached hereto.

2. EFFECTIVE DATE AND TERM

- 2.1. The amendments to the Contract pursuant to 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

1. Table 2.1 Passenger Train Slots of Schedule 5, specified existing line entries relating to Service Group ET05 shall be deleted and replaced as set out in Annex A to this Supplemental.
2. Table 4.1 Calling Patterns of Schedule 5, specified existing line entries relating to Service Group ET05 shall be deleted and replaced as set out in Annex B to this Supplemental

4. GENERAL

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. 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 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 document.

IN WITNESS whereof 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.....

Duly authorised for and on behalf of
GOVIA THAMESLINK RAILWAY LIMITED

OFFICIAL

Annex A – amendments to Table 2.1

1						2					
Service Group: ET05 70 th SA											
Service description: Great Northern Outer											
From	To	Via	Description	TSC	Timing Load	Peak times ⁵		Off-Peak times ²	Total Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Peterborough	King's Cross	Welwyn Garden City	5.3	22727100	700	4	0	3	7	4	3
Cambridge	King's Cross	Welwyn Garden City	5.16	21726100	700	6	0	27	33	32	14
Letchworth Garden City	King's Cross	Welwyn Garden City	5.20	22726100	700	5	0	8	13	19	2
King's Cross	Peterborough	Welwyn Garden City	5.23	21727000	387	0	0	4	4	3	18
King's Cross	King's Lynn	Welwyn Garden City	5.25	21725000	387	0	6	20	26	24	16
Cambridge	King's Lynn		5.26	21725000	387	0	0	2	2	0	2
King's Cross	Cambridge	Welwyn Garden City	5.34	22726100	700	0	0	5	5	1	1
King's Cross	Letchworth Garden City	Welwyn Garden City	5.37	22726100	700	0	2	12	14	17	4
King's Cross	Cambridge	Welwyn	5.39	22726100	700	0	6		26 +1MO	0	14

OFFICIAL

		Garden City						21+1MO			
Kings Cross	Kings Lynn	Welwyn Garden City	5.42	21725000	387	0	2	0	2	0	1

Annex B – amendments to Table 4.1

1					2		3
Service Group: ET05 ^{70th SA}							
Service description: Great Northern Outer							
Between	And	Via	Description	TSC	Regular Calling Pattern		Additional stations
Peterborough	Kings Cross	Welwyn Garden City	5.3	21727100	Huntingdon, St Neots, Sandy, Biggleswade, Arlesey, Hitchin, Stevenage, Finsbury Park		Alexandra Palace
Letchworth Garden City	Kings Cross	Welwyn Garden City	5.20	21726000	Hitchin, Stevenage, Knebworth, Welwyn North, Welwyn Garden City, Hatfield, Potters Bar, Alexandra Palace, Finsbury Park		New Barnet