

Forty Fifth 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

CONTENTS

1.	INTERPRETATION	2
2.	EFFECTIVE DATE AND TERM	2
3.	AMENDMENTS TO SCHEDULE 5	2
4.	GENERAL	3
5.	THIRD PARTY RIGHTS	3
6.	LAW.....	3
7.	COUNTERPARTS	3

THIS FORTY FIFTH SUPPLEMENTAL AGREEMENT is dated 18 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) **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 Fifth 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 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 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 at the Expiry Date or earlier termination of the Contract.

3. **AMENDMENTS TO SCHEDULE 5**

The Contract shall be amended as follows:

- 3.1 In Table 2.1 of Schedule 5 of the Contract, the entry relating to Service Group EJ01 shall be deleted in its entirety and replaced by the version as set out in Annex A to this Supplemental

Agreement

- 3.2 In Table 2.2 of Schedule 5 of the Contract, the entry relating to Service Group EJ01 shall be deleted in its entirety and replaced by the version as set out in Annex A 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 17-09-25.....
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 2.1: Passenger Train Slots

1						2		
16thService Group EJ01 West Midlands Snow Hill								
Service description								
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Birmingham Snow Hill	Dorridge	Direct	1.1	12257320	172	19	19	10
Birmingham Snow Hill	Kidderminster	Direct	1.2	12332320	172	28	27	0
Birmingham Snow Hill	Leamington Spa	Direct	1.3	12332320	172	3	2	0
Birmingham Snow Hill	Stratford upon Avon	Whitlocks End	1.4	12332320	172	17	17	11
Birmingham Snow Hill	Stratford upon Avon	Dorridge	1.5	22254000	172	13	12	0
Birmingham Snow Hill	Whitlocks End	Direct	1.6	22332000	172	14	16	1
Birmingham Snow Hill	Stourbridge Junction	Direct	1.7	12332320	172	0	1	8
Birmingham Snow Hill	Worcester Foregate Street	Direct	1.8	12332320	172	28	28	8 ^{29th}

1						2		
16 th Service Group EJ01 West Midlands Snow Hill								
Service description								
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Birmingham Snow Hill	Worcester Shrub Hill	Direct	1.9	12332320	172	7	6	2 ^{29th}
Birmingham Moor Street	Worcester Shrub Hill	Direct	1.10	12332320	172	0	0	5
Birmingham Moor Street	Great Malvern	Direct	1.11	22332000 12332320	172	0	0	0
Dorridge	Birmingham Snow Hill	Direct	1.12	12257320	172	21	19	11
Kidderminster	Birmingham Snow Hill	Direct	1.13	12332320	172	30	29	0
Leamington Spa	Birmingham Snow Hill	Direct	1.14	12332320	172	4	3	0
Stourbridge Junction	Birmingham Snow Hill	Direct	1.15	12332320	172	1 ^{45th}	1	7
Stratford upon Avon	Birmingham Snow Hill	Dorridge	1.16	12257320 22257000	172	15	13	0
Stratford upon Avon	Birmingham Snow Hill	Whitlocks End	1.17	12254320 22254000	172	17	18	11
Whitlocks End	Birmingham Snow Hill	Direct	1.18	12254320	172	15	16	1

1						2		
16 th Service Group EJ01 West Midlands Snow Hill								
Service description								
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Worcester Foregate Street	Birmingham Snow Hill	Direct	1.19	22332000 12332320	172	28	28	8
Worcester Shrub Hill	Birmingham Snow Hill	Direct	1.20	22332000 12332320	172	7	5	5
Worcester Foregate Street	Great Malvern	Direct	1.21	22332000	172	0	0	0
Worcester Foregate Street	Birmingham Moor Street	Direct	1.22	22332000 12332320	172	0	0	5
Stourbridge Junction	Stourbridge Town	Direct	1.23	12251310	139	107	107	44
Stourbridge Town	Stourbridge Junction	Direct	1.24	12251310	139	107	107	44
Leamington Spa	Stratford upon Avon	Direct	1.25	22257000	172	1	0	0

Annex B

Table 2.2: Additional Passenger Train Slots ^{33rd 34th 35th 36th 37th 38th 41st 42nd 43rd}

1						2		
Service Group EJ01 West Midlands Snow Hill¹								
Service description						Passenger Train Slots		
Worcester Foregate Street	Birmingham Snow Hill	Direct	1.19	22332000 12332320	172	0	0	2 ^{42nd}
Worcester Shrub Hill	Birmingham Snow Hill	Direct	1.20	22332000 12332320	172	0	0	2 ^{42nd}

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