

**Claire Brooks**  
**Access Executive**

12 November 2025

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EC4V 3DS

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Track Access Contract Manager  
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Dear Rebecca and Darren,

**70th Supplemental Agreement to the Track Access Contract between Network Rail Infrastructure Limited (Network Rail) and Govia Thameslink Railway Limited (GTR) dated 2 March 2016.**

1. Today, we issued directions under section 22A of the Railways Act 1993 (the Act) to Network Rail and GTR (jointly the parties) to enter into the above supplemental agreement. This letter explains the reasons for our decision. ORR's approval of this application will support GTR in providing additional services between London and Cambridge; improving travel options for passengers and providing certainty to the train operator for the purposes of planning its business.

**Background**

2. On 24 April 2024, ORR wrote to industry setting out a process for access applications for December 2024, May 2025, and December 2025, given our expectation (as confirmed by Network Rail) that we would receive numerous complex and competing applications across that period. Applications were submitted to ORR for direction as "unsupported" applications, as Network Rail was not able to agree that there was sufficient capacity and therefore submit agreed applications for our approval.
3. On 1 November 2024, we wrote to industry to clarify how new/amended demands for rights in the locations identified in our 24 April letter would be managed. GTR subsequently submitted this application under this approach, as it contains rights that go through the interacting locations.



## **Application**

4. The purpose of this supplemental agreement, which was submitted 5 September 2025, is to grant GTR the additional rights necessary to operate services within service group ET05 Great Northern Outer. This includes services between London Kings Cross and Peterborough, Cambridge, Letchworth Garden City and Kings Lynn.
5. The rights are to commence on the Principal Change Date in December 2025 and will expire on the expiry date or earlier termination of GTR's track access contract, which is currently PCD 2026.

## **Industry consultation**

6. The initial industry consultation took place from 1 August to 1 September 2025. Comments stating no objection or acceptance of the proposal were received from CrossCountry and Transport Focus.
7. LNER objected to the application due to capacity and performance modelling concerns. GTR responded back with assurances that these rights had been included in the modelling work. LNER subsequently stated it had no objections to the proposal.

## **Statutory Consultation**

8. As required under the Act, on 5 September 2025, we sought Network Rail's representations on the application, and it replied on 26 September 2025. We forwarded these representations to GTR on 26 September 2025.
9. In its representations dated 26 September 2025, Network Rail stated that it was partially supportive of the application because not all the rights matched with what is needed for the proposed December 2025 timetable. It was supportive of all rights that were in alignment with the proposed timetable. Where it was not supportive of rights in the application, it stated the alternative rights that it would be able to support.
10. GTR stated that it agreed with what could be supported by Network Rail.

## **ORR review**

11. We carried out a full review of the application, taking into account issues that were being considered in relation both to this application and to the competing demands on capacity on the wider network.
12. Access rights are approved or directed on a quantum basis. It is for Network Rail to produce a robust timetable to accommodate them. This application includes services which Network Rail has included in the East Coast Main Line Event Steering Group (ECML ESG) timetable for December 2025.
13. Since 2019, Network Rail has offered operators only contingent or time-limited rights, providing limited certainty for businesses. The ECML ESG was set up to transparently develop a timetable which considered the service specifications and aspirations of



timetable participants for implementation. This process was cross-industry, involving public service, freight, and open access operators.

14. For these reasons, in reaching our decision we have placed weight on reducing or ending the uncertainty of this period, in line with our duty of enabling operators to plan their businesses with a reasonable degree of assurance.
15. As referred to in the Network Rail representations, in late 2024, the Secretary of State and Department for Transport (DfT) accepted the recommendation to start the timetable in December 2025. This follows investment by the DfT in rolling stock and infrastructure to enable faster and more frequent services on the ECML. We consider directing the rights in this application supports our duty to have regard to guidance from the Secretary of State in terms of the value for money from public investment as well as the funds available to the Secretary of State.
16. Network Rail expects that implementing the ECML ESG timetable will lead to a limited reduction in train service punctuality. Network Rail is assuring us of the operational and timetable alterations it is leading with industry, to mitigate this reduction. It expects to be able to identify and implement further improvements following the introduction of the timetable.
17. In weighing all of our duties, reviewing the capacity and performance on the ECML and wider network, we consider directing rights which can be used to implement a longer-term baseline timetable, in this case the ECML ESG, is preferable to the alternative. Furthermore, we will continue to hold Network Rail to account to ensure the proposed timetable delivers the expected benefits to passengers, funders, and freight operators.
18. Overall, we concurred with Network Rail's assessment. We concluded that we could direction the parties to enter into this supplemental agreement on the basis of what Network Rail is prepared to support.

#### **Our duties under section 4 of the Act and our decision**

19. We have considered this supplemental agreement, and we have concluded that its approval is consistent with the discharge of our statutory duties under section 4 duties of the Act: in particular, those relating to:
  - enabling persons providing railway services to plan their businesses with a reasonable degree of assurance (section 4(1)(g))
  - promoting improvements in railway service performance (section 4(1) (zb))
  - protecting the interests of users of railway services (section 4(1)(a))
  - promoting the use of the railway network for the carriage of passengers and goods (section 4(1)(b))
  - having regard to the funds available to the Secretary of State (section 4(5)(c))



20. We have looked very closely at all the evidence submitted from the parties and consultees. We have concluded that we should approve the application in the form set out in this letter and accompanying directions notice.

**Conformed copy of the track access contract**

21. Under clause 18.2.4 of the track access contract, Network Rail is required to produce a conformed copy, within 28 days of any amendment being made, and send copies to ORR and Govia Thameslink Railway Limited. ORR's copy should be sent for my attention.

**Public register and administration**

22. Electronic copies of this letter, the directions notice and the supplemental agreement will be sent to the Department for Transport and Network Rail's Policy and Access Team. Copies of the directions notice, and the supplemental agreement will be placed on ORR's public register (website) and copies of this letter and the supplemental agreement will be placed on the ORR website.

Yours sincerely

**Claire Brooks**