

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

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THIS 70TH SUPPLEMENTAL AGREEMENT is dated 1st December 2025 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) Network Rail and the Train Operator (the parties) have been directed under Section 22A of the Act to enter into this 70th Supplemental Agreement in order to amend the Contract as 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

"Effective Date" means:

02:00 hours on 14th December 2025.

- 1.2 "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

- 3.1 Schedule 5 Table 2.1 Passenger Train Slots relating to Service Group ET05, and marked as Applicable from 02.00 hours on 14th December 2025, shall be deleted in their entirety and replaced with those set out in Annex A to this Supplemental.
- 3.2 In Schedule 5 Table 4.1 Calling Pattern relating to Service Group ET05, Description line 5.15/5.34 shall be deleted and replaced with that set out in Annex A to this Supplemental.
- 3.3 In Schedule 5 Table 4.1 Calling Patterns relating to Service Group ET05, Description line 5.43, as set out in Annex A to this Supplemental, shall be added as a new line.

4. GENERAL

- 4.1 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

- 5.1 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

- 6.1 This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

7. COUNTERPARTS


- 7.1 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: Lucy McAuliffe

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..... 

Print name: John Whitehurst

Duly authorised for and on behalf of
GOVIA THAMESLINK RAILWAY LIMITED

Annex A ET05 Table 2.1 and 4.1 amendments

1						2					
Service Group: ET05											
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	5.1	21727000	387	4	0	1	5	3	3
Peterborough	King's Cross	Welwyn Garden City	5.2	21727000	387	0	0	0	0	0	1
Peterborough	King's Cross	Welwyn Garden City	5.3	22727100	700	0	0	4	4	4	17
Peterborough	Blackfriars	Welwyn Garden City	5.4	22727100	700	6	0	30 ³⁸	36 ³⁸	36 ³⁸	0 ³⁸
King's Lynn	King's Cross	Welwyn Garden City	5.5	21725000	387	6	0	22	28	25	16
Ely	King's Cross	Welwyn Garden City	5.8	21725000	387	0	0	9	9	12	0

1						2					
Service Group: ET05											
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				
Cambridge	Blackfriars	Welwyn Garden City	5.13	22726100	700	6 ⁴⁰	0	26 ⁴⁰	32 ⁴⁰	32 ⁴⁰	14 ⁴⁰
Cambridge	King's Cross	Welwyn Garden City	5.15	22726100	700	0	0	1	1	1	2
Cambridge	King's Cross	Welwyn Garden City	5.16	21726100	700	6	0	24	30	19	18
Royston	King's Cross	Welwyn Garden City	5.19	21726000	387	1	0	1	2	1	1
Letchworth Garden City	King's Cross	Welwyn Garden City	5.20	22726100	700	5	0	8	13	19	2

1						2					
Service Group: ET05											
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				
King's Cross	Peterborough	Welwyn Garden City	5.21	21727000	387	0	4	1	5	3	3
King's Cross	Peterborough	Welwyn Garden	5.22	22727100	700	0	0	2MO	2MO	0	0

OFFICIAL

		City									
King's Cross	Peterborough	Welwyn Garden City	5.23	21727000	387	0	0	4	4	3	18
St Pancras International	Peterborough	Welwyn Garden City	5.24	22727100	700	0	6 ⁴¹	31 ⁴¹	37 ⁴¹	36 ⁴¹	0
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	1
King's Cross	Ely	Welwyn Garden City	5.27	21725000	387	0	0	10	10	11	0
St Pancras International	Cambridge	Welwyn Garden City	5.31	22726100	700	0	6 ⁴³	26 ⁴³	32 ⁴³	32 ⁴³	14 ⁴³

1						2					
Service Group: ET05											
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				
King's Cross	Cambridge	Welwyn Garden City	5.34	22726100	700	0	0	4	4	1	3
King's Cross	Letchworth Garden City	Welwyn Garden City	5.37	22726100	700	0	4	10	14	17	4
King's Cross	Royston	Welwyn	5.38	22726100	700	0	0	2	2	0	0

		Garden City									
King's Cross	Cambridge	Welwyn Garden City	5.39	22726100	700	0	6	21 +1MO	27+1MO	19	19
Kings Lynn	Kings Cross		5.41	21725000	387	0	0	0	0	0	1
Kings Cross	Kings Lym		5.43	21725000	387	0	0	0	0	1	0

Table ET05 4.1

1					2		3	
Service Group: ET05 ^{63rd SA}								
Service description: Great Northern Outer								
Between	And	Via	Description	TSC	Regular Calling Pattern		Additional stations	
Cambridge	Kings Cross	Welwyn Garden City	5.15./5.34	22726100	Cambridge South ¹ , Royston, Baldock, Letchworth Garden City, Hitchin, Stevenage, Finsbury Park		Ashwell & Morden, Shepreth, Foxton, Meldreth	
Kings Cross	Kings Lynn		5.43	21725000	Finsbury Park, Stevenage, Hitchin, Letchworth Garden City, Baldock, Royston, Cambridge, Cambridge North, Waterbeach, Ely, Littleport, Downham Market, Watlington		Ashwell & Morden	

¹ Cambridge South Stops are only applicable on the relevant infrastructure being commissioned