

FORTY SEVENTH SUPPLEMENTAL AGREEMENT

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

TRANSPORT FOR WALES RAIL LTD

relating to Schedule 5 of the Track Access Contract

THIS FORTY SEVENTH SUPPLEMENTAL AGREEMENT is dated _____ and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under number 04402220 having its registered office at Waterloo General Office, London, United Kingdom, SE1 8SW, and
- (2) **TRANSPORT FOR WALES RAIL LTD** (the “**Train Operator**”), a company registered in England and Wales under number 12619906, whose registered office is at 3 Llys Cadwyn, Pontypridd, CF37 4TH

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 6th August 2020 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the “**Contract**”);
- B. The Contract was novated from Keolis Amey Operations/Gweithrediadau Keolis Amey Limited to the Train Operator pursuant to a Deed of Novation dated 7th February 2021.
- C. The parties now propose to enter into this Supplemental Agreement in order to make changes within Schedule 5.

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**” shall mean the later of:
 - a) 14 December 2025 at 02:00; and
 - b) the date upon which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act.

2. EFFECTIVE DATE AND DURATION

- 2.1 The amendments made to the Contract shall have effect from the Effective Date and expire on the expiry date or earlier termination of the Track Access Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5, Table 2.1: Passenger Train Slots, that part of the table relating to Service Group HL05 Valley Lines and Cardiff Local Services, line descriptions 5.1.5, 5.1.7, 5.1.9, 5.3.7, 5.4.3 and 5.5.7, shall be replaced by the rows shown in Annex 1 to this Supplemental Agreement.
- 3.2 In Schedule 5, Table 2.2: Additional Passenger Train Slots, Service Group HL02 West Wales shall be deleted in its entirety and replaced with HL02 as shown in Annex 2 to this Supplemental Agreement.

- 3.3 In Schedule 5, Table 2.2: Additional Passenger Train Slots, Service Group HL03 Cardiff to Gloucestershire and Ebbw Vale shall be deleted in its entirety and replaced with HL03 as shown in Annex 2 to this Supplemental Agreement.
- 3.4 In Schedule 5, Table 2.2: Additional Passenger Train Slots, Service Group HL06 Marches Mainline shall be deleted in its entirety and replaced with HL06 as shown in Annex 2 to this Supplemental Agreement.
- 3.5 In Schedule 5, Table 2.2: Additional Passenger Train Slots, Service Group HL07 North Wales Branches shall be deleted in its entirety and replaced with HL07 as shown in Annex 2 to this Supplemental Agreement.

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

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 with effect from and including the Effective Date 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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

6. 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 instrument.

7. 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.

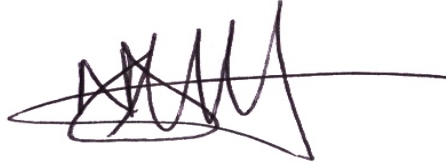
IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY

for and on behalf of

**NETWORK RAIL
INFRASTRUCTURE LIMITED**

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SIGNED BY

for and on behalf of

**TRANSPORT FOR WALES
RAIL LTD**

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Annex 1

Table 2.1: Passenger Train Slots

OFFICIAL						Passenger Train Slots							
Service Description: Valley Lines and Cardiff Local Services						Total Weekday	Peak Times		Off-peak times	Total Saturday	Saturday		Sunday
From	To	Via	Description	TSC	Timing Load		Morning Peak	Evening Peak			Peak	Off-peak	
Cardiff East Boundary	Penarth	Grangetown	5.1.5	25443000 / 25445000	150	29 (Mon-Thu) 24 (Fri)	5	5	19 (Mon-Thu) 14 (Fri)	33	16	17	13
Cardiff East Boundary	Penarth	Grangetown	5.1.7	25447000 / 25443000	150	0	0	0	0	0	0	0	1 ⁴
Penarth	Cardiff Central	Grangetown	5.1.9	25443000	150	11 ²⁰ (Mon-Thu) 6 ¹ (Fri)	1	0	10 (Mon-Thu) 5 (Fri)	6 ²¹	1	5	2
Cardiff Central	Cardiff East Boundary	-	5.3.7	25447000	150	34 (Mon-Thu) 35 (Fri)	0	5	29 (Mon-Thu) 30 (Fri)	35 ¹⁰	16	19	16 ¹¹
Cardiff Central	Cardiff East Boundary	-	5.4.3	25446000	150	3 (Mon-Thu) 4 (Fri)	0	0	3 (Mon-Thu) 4 (Fri)	3	0	3	14
Cardiff Central	Cardiff West Boundary	Ninian Park	5.5.7	25440000	150	2 (Mon-Thu) 3 (Fri)	0	0	2 (Mon-Thu) 3 (Fri)	2	0	2	13

Annex 2

Table 2.2: Additional Passenger Train Slots

1						2		
Service Group HL02						Passenger Train Slots		
Service Description: West Wales						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Cardiff Central	Maesteg	Llanharan	2.1.1	25431000	150	1 ¹	1 ¹	1 ¹
Maesteg	Cardiff Central	Llanharan	2.1.2	25431000	150	1 ¹	1 ¹	0
Cardiff Central	Carmarthen	Swansea District Line	2.2A.1	25438000 25432000	197	2 ¹	1 ¹	0
Carmarthen	Cardiff Central	Swansea District Line	2.2A.2	25432000 25438000	197	1 ¹	1 ¹	0
Shrewsbury	Swansea	Llandrindod	2.3.1	25432000 25435000	153	1 ²	1 ²	0
Swansea	Shrewsbury	Llandrindod	2.3.2	25432000 25435000	153	1 ²	1 ²	0
Cardiff Central	Swansea	Bridgend	2.5.1 Slow	25438000	197	1 ¹	2 ¹	0
Cardiff Central	Swansea	Bridgend	2.5.2 Fast (DMU)	25438000	197	0	1 ¹	0
Cardiff Central	Swansea	Bridgend	2.5.2.2 Fast (loco)	25438000	67 + 5x MkIV + DVT	1 ¹	1 ¹	0
Bridgend	Cardiff Central	Bridgend	2.5.3.1	25438000	197	1 ²	1 ²	0
Swansea	Cardiff Central	Bridgend	2.5.4 Slow	25438000	197	3 ¹	0	0
Swansea	Cardiff Central	Bridgend	2.5.5.1 Fast (DMU)	25438000	197	0	2 ¹	0
Swansea	Cardiff Central	Bridgend	2.5.5.2 Fast (loco)	25438000	67 + 5x MkIV + DVT	1 ¹	1 ¹	0
Llanelli	Cardiff Central	Swansea	2.5.6	25438000	197	1 ¹	1 ¹	0

¹These access rights shall expire on the Principal Change Date 2025.

²These access rights shall expire on the Subsidiary Change Date 2026.

1						2		
Service Group: HL03						Passenger Train Slots		
Service Description: Cardiff to Gloucestershire and Ebbw Vale						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Gloucester	Cheltenham Spa	Lydney	3.1.3.1	25429000	197	1 ²	1 ²	0
Cheltenham Spa	Gloucester	Lydney	3.1.4.1	25429000	197	1 ²	1 ²	0
Newport	Cardiff Central	-	3.1.5	25429000	197	0	0	1 ¹
Cardiff Central	Ebbw Vale Town	Ebbw Jn	3.2.1	25444001	197	1 ¹	1 ¹	0

¹These access rights shall expire on the Principal Change Date 2025.

²These access rights shall expire on the Subsidiary Change Date 2026.

1						2		
Service Group: HL06						Passenger Train Slots		
Service Description: Marches Mainline						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Crewe	Shrewsbury	Wem	6.1.1	25267000	150	3 ¹	2 ¹	0
Shrewsbury	Crewe	Wem	6.1.2	25267000	150	1 ¹	0	0
Shrewsbury	Cardiff Central	Cwmbrân	6.1.12.3 (150 DMU)	25434000	150	1 ¹	0	0
Cardiff Central	Hereford	Cwmbrân	6.2.2	25434000	197	1 ¹	0	0
Cardiff Central	Shrewsbury	Cwmbrân	6.2.2.1	25434000	197	0	1 ²	0
Manchester Piccadilly	Shrewsbury	Wilmslow	6.2.10	25434000	Weekday and Saturday: 197 Sunday:150	1 ¹	0	0
Cardiff Central	Crewe	Wem	6.2.1.1 (197 DMU)	25434000	Weekday and Saturday: 197	2 ¹	3 ¹	1 ¹
Cardiff Central	Crewe	Wem	6.2.1.2 (197)	25434000	197	2 ¹	0	0
Cardiff Central	Abergavenny	Cwmbrân	6.2.14	25434000	197	1 ¹	0	0
Cardiff Central	Manchester Piccadilly	Wilmslow	6.2.3.2 (loco)	25434000	67 + 5x MkIV + DVT	8 ¹	8 ¹	0
Cardiff Central	Shrewsbury	Cwmbrân	6.2.4.2 (loco)	25434000	67 + 5x MkIV + DVT	1 ¹	0	0
Crewe	Cardiff Central	Wem	6.2.5.2 (loco)	25434000	67 + 5x MkIV + DVT	1 ¹	0	0

Manchester Piccadilly	Cardiff Central	Wilmslow	6.2.8.2 (loco)	25434000	67 + 5x MkIV + DVT	7 ¹	7 ¹	0
Shrewsbury	Cardiff Central	Cwmbrân	6.2.12.1 (197 DMU)	25434000	Weekday and Saturday: 197 Sunday:150	0	1 ¹	0
Shrewsbury	Cardiff Central	Cwmbrân	6.2.12.2 (loco)	25434000	67 + 5x MkIV + DVT	1 ¹	0	0
Cardiff Central	Abergavenny	Cwmbrân	6.2.14	25434000	197	1 ¹	0	0

¹These access rights shall expire on the Principal Change Date 2025.

²These access rights shall expire on the Subsidiary Change Date 2026.

1						2		
Service Group: HL07						Passenger Train Slots		
Service Description: North Wales Branches						Total Weekday	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load			
Bidston	Wrexham Central	Penyffordd	7.2.1	22342000	230 (Weekday and Saturday) 153 (Sunday)	3 ¹	6 ¹	0
Wrexham Central	Bidston	Penyffordd	7.2.2	22342000	230 (Weekday and Saturday) 153 (Sunday)	1 ³	5 ^{1, 3}	0
Wrexham General	Bidston	Penyffordd	7.2.4	22342000	230 (Weekday and Saturday) 153 (Sunday)	4 ¹	0	0
Bidston	Wrexham General	Penyffordd	7.2.5	22342000	230 (Weekday and Saturday) 153 (Sunday)	3 ^{1, 3}	1 ³	0
Wrexham Central	Wrexham General	-	7.2.6	22342000	230 (Weekday and Saturday)	1 ^{1, 2}	0	0
Wrexham General	Wrexham Central	-	7.2.7	22342000	230 (Weekday and Saturday)	1 ^{1, 2}	0	0

¹These access rights shall expire on the Principal Change Date 2025.

²1 Wrexham Central to Wrexham General return trip will not operate when the rail head treatment train is in operation.

³1 access right shall expire on the Subsidiary Change Date 2026.