

**Louise Beilby**  
**Senior Access Executive**

5 December 2025

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Dear Alexis and Lanita

**24th Supplemental Agreement to the Track Access Contract between Network Rail Infrastructure Limited (Network Rail) and Transport UK East Midlands Limited (trading as East Midlands Railway (EMR)) dated 1 September 2020**

1. Today, we issued directions under section 22A of the Railways Act 1993 (the Act) to Network Rail and EMR (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 improve service levels for passengers travelling on routes across EMR's network (which forms part of the timetable recast under 'Project Abraham') and will give the train operator greater certainty 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. EMR submitted three such applications on 20 May 2024 (19th, 20th and 21st supplemental agreements).

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. EMR subsequently submitted this application under this approach on 9 July 2025, as it contains rights that pass through one of the interacting locations.

### **Application**

4. The purpose of this supplemental agreement is to grant EMR any rights necessary to operate its timetable from the Principal Change Date (PCD) in December 2025 that it has not already secured through its previous applications. This will involve making the following changes to its track access contract:
  - Extend the existing services from Matlock to Nottingham to Lincoln/Cleethorpes, in place of the Leicester to Lincoln/Cleethorpes services which will now only run between Leicester and Nottingham;
  - Instigate an hourly service between Matlock and Lincoln, replacing some services from Newark North Gate to Lincoln;
  - Operate Peterborough to Lincoln and Lincoln to Doncaster services as self-contained routes instead of a Peterborough to Doncaster through service;
  - Put in place more Saturday services across the regional network; and
  - Effect some relinquishments.
5. The rights are to commence upon PCD 2025 and will expire on the expiry date, i.e., the Subsidiary Change Date (SCD) in May 2028, or earlier termination of EMR's track access contract. Some of these rights will be on a contingent basis only, which is outlined in greater detail in the accompanying supplemental agreement.

### **Industry consultation**

6. The industry consultation took place from 8 April to 8 May 2025, and then a further consultation from 18 to 29 August to account for some minor changes to the access rights sought.
7. Comments in support or raising no objections or concerns were received from Transport Focus and CrossCountry.
8. Some queries were received from West Yorkshire Combined Authority, Freightliner, Transport for Greater Manchester, and Network Rail's Eastern and Charters teams. All these questions were dealt with to the satisfaction of the enquirers at the time of consultation and there are no concerns outstanding.

### **Statutory Consultation**

9. As required under the Act, on 10 July 2025, we sought Network Rail's representations on the application, and it replied on 7 October, significantly later than we had asked for

them. We forwarded these representations to EMR on 8 October and asked for its comments, which it provided on 22 October.

10. In its representations, Network Rail stated that it was partly supportive of the rights sought by EMR in this application. Specifically, it was supportive of firm rights where this did not represent an uplift in quantum of services on a line of route. Where two existing rights had been combined to form a new right, and where EMR was now seeking a right to reflect the origin and destination whilst relinquishing the rights for the previous, Network Rail was supportive of firm rights. Network Rail was also supportive of firm rights for amendments to existing rights that were not extensions.
11. Where there was an uplift in quantum, or a change to origin or destination that resulted in additional distance being travelled on the network (referred to in the representations as an 'extension'), Network Rail was supportive only of contingent rights, dated to expire twelve months from PCD 2025, with no presumption of continuity, particularly in cases where there was an interaction with the East Coast Main Line. This was intended to allow Network Rail and the operator to monitor the services in operation and their subsequent effect on capacity constraint and performance. Once Network Rail has sufficient performance data, it stated it would work with EMR to agree and implement performance mitigations and it would then have a discussion on converting the contingent rights to firm.
12. In its response to Network Rail's representations, EMR stated that it did not believe Network Rail had given a convincing argument for its position where contingent rights were concerned. It said that the actual increase in the quantum of services that required additional capacity on the network was relatively low and Network Rail had not taken into consideration the economic and passenger benefits that this timetable recast would bring. It also pointed out what it felt were some inconsistencies in Network Rail's position. Although EMR believed that firm rights should be granted where it requested them, it asked that if ORR did support the position on contingent rights, these should be supported until the expiry of EMR's track access contract on SCD 2028.

## **ORR review**

13. 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.
14. Overall, we concurred with parts of Network Rail's assessment, but we believed that it had been inconsistent in determining what rights it was prepared to support on a firm basis and that it had not provided adequate justification in some cases for time-limiting certain rights. Where we did not agree with its decision to grant only contingent rights – for example, for the services between Matlock and Cleethorpes – we have directed the parties to enter into the agreement on the basis of firm rights.
15. We also considered Network Rail's position with regard to the services between Lincoln and Crewe, of which it was supportive on a contingent basis only for 12 months. Whilst we acknowledge Network Rail's concerns over performance, we have decided to grant



the rights on a contingent basis until the expiry date of EMR's track access contract, as opposed to the one-year term supported by Network Rail.

16. We would like to highlight the fact that it took Network Rail three months to provide its representations in this case and that, despite the application being submitted several months ahead of the date the rights were required, we have only been able to issue this decision a week in advance. We expect Network Rail to comply with the timelines we have set out in our invitation to provide representations and to provide us with valid reasoning for late submissions, neither of which happened in this case.

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

17. 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)).

#### **Conformed copy of the track access contract**

18. 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 EMR. ORR's copy should be sent for my attention.

#### **Public register and administration**

19. 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

A solid black rectangular box used to redact the signature of Louise Beilby.

**Louise Beilby**