

One Hundred and Fifth Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

ARRIVA RAIL LONDON LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 9 November 2007

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THIS ONE HUNDRED AND FIFTH SUPPLEMENTAL AGREEMENT is dated 13 / 01 /2026 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) **ARRIVA RAIL LONDON LIMITED**, a company registered in England under number 04165861, having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP (the “**Train Operator**”).

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 9th November 2007 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) The parties wish to amend Schedule 5 of the Track Access Contract in the terms as detailed below:

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Supplemental Agreement:

- (A) 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
- (B) “Effective Date” means: 02:00hrs, 13th December 2026 (PCD 2026).

2. **EFFECTIVE DATE AND TERM**

The amendments made to the Contract, as set out in this Supplemental Agreement, shall have effect from the “Effective Date” and shall cease to have effect at Subsidiary Change Date 2027 or earlier termination of the Contract.

3. **AMENDMENTS TO THE CONTRACT**

- 3.1 Under Schedule 5, Table 2.1 of the Track Access Contract, the entry relating to service group EK03 shall be removed and replaced in its entirety with the Table 2.1 (EK03) as detailed in the Appendix to this Supplemental Agreement.

4. **EFFECTS OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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**

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 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.

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

SIGNED by Lucy McAuliffe



8th January 2026

duly authorised for and on behalf of
**NETWORK RAIL
INFRASTRUCTURE LIMITED**

Steve Best



13th January 2026

SIGNED by
duly authorised for and on behalf of
ARRIVA RAIL LONDON LIMITED

8 **APPENDIX A**

Service Group EK03 (ELL/Windrush) – Table 2.1 extract from Schedule 5 of the TAC

1						2					
Service Group: EK03											
Service description: East London Line						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday ¹	Saturday	Sunday
						Morning Peak	Evening Peak				
New Cross Gate Connection Point	West Croydon	Norwood Junction	All Stations	22215003	378	0	12	62	74	73	58
West Croydon	New Cross Gate Connection Point	Norwood Junction	All Stations	22215003	378	12	0	61	73	73	55
New Cross Gate Connection Point	Crystal Palace	Sydenham	All Stations	22215003	378	0	18 ²	68 ²	86 ²	74	63
Crystal Palace	New Cross Gate Connection Point	Sydenham	All Stations	22215003	378	18 ³	0	68+ 1 FO ³	86+ 1 ³ FO	75	61
Highbury & Islington	Western Curve Connection Point	Canonbury	All Stations	22215003	378	0	30 ²	131 ²	161 ²	149	123
Western Curve Connection Point	Highbury & Islington	Canonbury	All Stations	22215003	378	30 ³	0	129 ³	159 ³	148	125
Old Kent Road Junction Connection Point	Clapham Junction	Denmark Hill	All Stations	22206000	378	0	12	60	72	72	65
Clapham Junction	Old Kent Road Junction Connection Point	Denmark Hill	All Stations	22206000	378	12	0	58	70	70	63

1						2					
Service Group: EK03											
Service description: East London Line						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday ¹	Saturday	Sunday
						Morning Peak	Evening Peak				
Old Kent Road Junction Connection Point	Battersea Park	Denmark Hill	All Stations	22206000	378	0	0	1	1	2	0
Battersea Park	Old Kent Road Junction Connection Point	Denmark Hill	All Stations	22206000	378	0	0	2	2	2	1

2 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Highbury & Islington.to Crystal Palace.

3 The Train Operator must make an Access Proposal for these Train Slots to be combined with other Train Slots to form through services from Crystal Palace to Highbury & Islington