

# Forty Second Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**GTS Rail Operations Limited**

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 21<sup>st</sup> November 2018

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**THIS 42<sup>ND</sup> SUPPLEMENTAL AGREEMENT** is dated 19 December 2025 and made

**BETWEEN:**

- (1) NETWORK RAIL INFRASTRUCTURE LIMITED, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London NW1 2DN (“Network Rail”); and”
- (2) GTS Rail Operations LIMITED, (the “Train Operator”), a company registered in England under number 14942823 having its registered office at Second Floor, 55 Degrees North, Pilgrim Street, Newcastle Upon Tyne, NE1 6BL (the “Train Operator”).

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 21st November in a form approved by the Office of Rail and Road (ORR) pursuant to Section 18(7) of the Act which has been amended by various supplemental agreements, each in a form approved by ORR pursuant to Section 22 of the Act (the “Contract”).
- (B) On the 25 May 2025 the rights and obligations of MTR Corporation (Crossrail) Limited under the contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 25 May 2025 under Schedule 2 of the Railways Act 2005.
- (C) The parties propose to enter into this Supplemental Agreement in order to amend the expiry date and Schedule 5, Table 2.2 of the Track Access Contract.

**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;
- (B) “Effective Date” means the date upon which the ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

**2. EFFECTIVE TERM AND DATE**

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 on the Expiry Date, or at an earlier date where specified, or earlier

termination of the Contract.

**3. AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

In definitions the "Expiry Date" shall be amended so that it says "means the Principal Change Date occurring in December 2029;"

In Schedule 5, **Table 2.2** shall be deleted and replaced with the version as shown in **Annex 1** to this Supplemental Agreement.

**4. GENERAL**

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 during the period in which the amendments made by this Supplemental Agreement are to have effect, all references in the Contract to "the contract" or, as the case may be, the "Agreement", "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 two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

IN WITNESS of which 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..... Marcus Jones.....

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



**SIGNED** by.....

Print name.....CHRISTOPHER FOWLER.....

Duly authorised for and on behalf of

**GTS Rail Operations Limited**

**ANNEX 1****Table 2.2: Additional Passenger Train Slots 26th, 28th, 31st, 33rd, 36th,38th 40th, 42nd****These rights apply from 15<sup>th</sup> December 2024**

1						2					
Service Group: EX10 Shenfield – Pudding Mill Lane Junction Connection Maidenhead/Reading (Peak) EX11 Shenfield – Pudding Mill Lane Junction Connection Maidenhead/Reading (Off-Peak)						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times		Off-Peak times	Weekday1	Saturday	Sunday
						Morning Peak	Evening Peak				
Westbourne Park Junction Connection Point	Maidenhead	n/a	Stopping	21381001 (off-peak)	345	0	0	0	0	1	0

**Notes to Tables:**

1 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.