

# Thirty Second Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED  
as Network Rail

and

FIRST TRENITALIA WEST COAST RAIL LIMITED  
as Train Operator

relating to the Track Access Contract (Passenger Services) dated 1 December 2022

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**THIS THIRTY SECOND SUPPLEMENTAL AGREEMENT** is dated 23<sup>rd</sup> February 2026 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London SE1 8SW ("**Network Rail**"); and
  
- (2) **FIRST TRENITALIA WEST COAST RAIL LIMITED**, a company registered in England under number 10349442 having its registered office at 8<sup>th</sup> Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (the "Train Operator").

**WHEREAS:**

The parties propose to amend the contract in the manner and on the terms described below.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
  
- (B) "Effective Date" means the later of:
  1. the date upon which the Office of Rail and Road issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement; and
  2. 02:01 on the Subsidiary Change Date 2026

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the expiry date or earlier termination of the contract.

3. **AMENDMENTS TO SCHEDULE 5**

3.1 Table 2.1 (Passenger Train Slots) for HF01 shall be deleted and replaced with the version set out as Appendix A 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...Denise Wetton 23-02-26.....  
Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**



SIGNED by:  
  
Print name: **ANDY MELLORS**  
Duly authorised for and on behalf of  
**FIRST TRENITALIA WEST COAST RAIL LIMITED**



APPENDIX A

**Passenger Train Slots**

*Table 2.1: Passenger Train Slots <sup>13th</sup>*

1						2					
Service Group 1: London Euston to Birmingham New Street, Wolverhampton and Shrewsbury											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
London Euston	Birmingham New Street	WCML	HF01.1	22100001	Class 390-125T	N/A	3	9	12	11	7
			HF01.2	22100001	Class 80x-E	N/A	1	11	12	12	7
London Euston	Wolverhampton	WCML	HF01.3	22100001	Class 390-125T	N/A	N/A	7	7	6	7
					Class 80x-E	N/A	1	1	2	1	1
Birmingham New Street	London Euston	WCML	HF01.4	22100001	Class 390-125T	N/A	N/A	13	13	11	7
			HF01.5	22100001	Class 80x-E	2	N/A	11	13	12	8
Wolverhampton	London Euston	WCML	HF01.6	22100001	Class 390-125T	5	N/A	N/A	5	5	7
					Class 80x-E	1	N/A	N/A	1	1	2
Birm International	London Euston	WCML	HF01.7	22100001	Class 390-125T	N/A	N/A	N/A	NA	N/A	N/A
Birmingham New Street	Wolverhampton		HF01.8	22100001	Class 390-125T	N/A	N/A	1	1	N/A	N/A

Notes to Table:

1 Peak times – arriving London Euston between 07.00 and 10.00, departing London Euston between 16.00 and 19.00

2 Off-Peak times - arriving at and departing from a relevant station outside Peak times