

SEVENTH SUPPLEMENTAL AGREEMENT

between

Rail for London (Infrastructure) Limited
as Infrastructure Manager (RfL(I))

and

GTS Rail Operations Limited
as Train Operator

Relating to the Track Access Contract
(Passenger Services – Interim Charging Framework)
dated 16 May 2022

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THIS SEVENTH SUPPLEMENTAL AGREEMENT is dated 7/08/2026 and made

BETWEEN:

- (1) **Rail for London (Infrastructure) Limited**, a company registered in England under number 09366341 having its registered office at 5 Endeavour Square, London E20 1JN ("**RfL(I)**"); and
- (2) **GTS Rail Operations Limited**, a company registered in England under number 14942823 having its registered office at Second Floor, 55 Degrees North, Pilgrim Street, Newcastle Upon Tyne, United Kingdom, NE1 6BL (the "**Train Operator**").

WHEREAS:

- (A) RfL(I) and the Train Operator entered into a Track Access Contract (Passenger Services – Interim Charging Framework) dated 16 May 2022 in a form approved by the ORR pursuant to section 18 of the Act.
- (B) With the approval of the ORR pursuant to section 22 of the Act, the parties have amended the Track Access Contract (Passenger Services – Interim Charging Framework) by way of a First Supplemental Agreement dated 13th September 2022, a Second Supplemental Agreement dated 3rd November 2022 a Third Supplemental Agreement dated 15th May 2023, a Fourth Supplemental Agreement dated 5th February 2025 a Fifth Supplemental Agreement dated 12th December 2024 and a Sixth Supplemental Agreement dated 1st December 2025.
- (C) With the approval of the ORR pursuant to sections 18 and 22 of the Act dated 15th May 2025, the Track Access Contract (Passenger Services – Interim Charging Framework) was novated from MTR (Crossrail) Limited to GTS Railway Operations Limited.
- (D) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

In consideration of the payment of £1 by the Train Operator to RfL(I), receipt of which is hereby acknowledged, 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 otherwise specified or the context requires otherwise;

1.2 **"Contract"** means the Track Access Contract (Passenger Services – Interim Charging Framework) referred to in Recital (A), as amended by the supplemental agreements referred to in Recital (B); and

1.3 **"Effective Date"** means the date upon which the ORR issues its approval pursuant to Section 22 of the Act in terms of this Supplemental Agreement.

2 EFFECTIVE TERM AND DATE

2.1 Subject to clause 2.2, 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.

2.2 The Train Operator's right to make Access Proposals under Part D of the CCOS Network Code in respect of the number of Passenger Train Slots contemplated in this Supplemental Agreement shall not be prejudiced by virtue (where applicable) of clause 1.3.1 of the definition of Effective Date occurring after clause 1.3.2 of the same definition.

3 AMENDMENTS TO THE CONTRACT

The Contract shall be amended as follows:

Table 2.1 and the Notes to Table 2.1 set out in Schedule 5 of the Contract shall be deleted and replaced with Table 2.1 and the Notes to Table 2.1 as set out in Annex 1 (Revised Table 2.1 in Schedule 5) of 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 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 RfL(I) and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

SIGNED by Trish Ashton _____

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duly authorised for and on behalf of

)

Rail for London (Infrastructure)

)

Limited

)

SIGNED by Jennifer Beston _____

)

)

)

duly authorised for and on behalf of

)

GTS Rail Operations Limited)

)

ANNEX 1: REVISIONS TO SCHEDULE 5

2: Passenger Train Slots

Table 2.1: Passenger Train Slots

The rights below apply until 01:59hrs on 16th May 2027:

1						2					
Service Group: EX85: Paddington (CCOS) - Abbey Wood											
Service description: Paddington (CCOS) – Abbey Wood						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak Times ¹		Off-Peak times	Weekday ¹	Saturday ²	Sunday
						AM Peak	PM Peak				
Paddington (CCOS)	Abbey Wood	Direct	Stopping	21382001	345	4	9	5	18	26	8
Abbey Wood	Paddington (CCOS)	Direct	Stopping	21382001	345	9	3	8	20	30	4
Whitechapel	Paddington (CCOS)	Direct	Stopping	21382001	345	0	0	0	0	0	0
Paddington (CCOS)	Whitechapel	Direct	Stopping	21382001	345	0	0	1	1	1	0

1						2					
Service Group: EX10: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point (PEAK) / EX11: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point (OFF-PEAK)											
Service description: Westbourne Park Junction Connection Point – Abbey Wood / Pudding Mill Lane Junction Connection Point						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak Times ¹		Off-Peak times	Weekday ¹	Saturday ²	Sunday
						AM Peak	PM Peak				
Paddington (CCOS)	Pudding Mill Lane Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	27	0	75	102	129	76
Paddington (CCOS)	Pudding Mill Lane Junction Connection Point	Direct	Stopping	25381901 (peak)	345	0	27	0	27	0	0

Pudding Mill Lane Junction Connection Point	Paddington (CCOS)	Direct	Stopping	21381901 (off peak)	345	0	26	79	105	128	78
Pudding Mill Lane Junction Connection Point	Paddington (CCOS)	Direct	Stopping	25381901 (peak)	345	27	0	0	27	0	0
Westbourne Park Junction Connection Point	Abbey Wood	Direct	Stopping	21381901 (off peak)	345	0	24	94	118	135	103
Westbourne Park Junction Connection Point	Abbey Wood	Direct	Stopping	25381901 (peak)	345	29	0	0	29	0	0
Abbey Wood	Westbourne Park Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	24	0	91	115	131	107
Abbey Wood	Westbourne Park Junction Connection Point	Direct	Stopping	25381901 (peak)	345	0	30	0	30	0	0

Westbourne Park Junction Connection Point	Pudding Mill Lane Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	0	0	24	24	32	31
Westbourne Park Junction Connection Point	Pudding Mill Lane Junction Connection Point	Direct	Stopping	25381901 (peak)	345	6	6	0	12	0	0
Pudding Mill Lane Junction Connection Point	Westbourne Park Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	0	0	21	21	34	29
Pudding Mill Lane Junction Connection Point	Westbourne Park Junction Connection Point	Direct	Stopping	25381901 (peak)	345	6	6	0	12	0	0
Westbourne Park Junction Connection Point	Whitechapel	Direct	Stopping	21381901 (off peak)	345	0	0	0	0	0	0
Westbourne Park Junction Connection Point	Whitechapel	Direct	Stopping	25381901 (peak)	345	0	0	0	0	0	0

Notes to Tables:

¹ Passenger Train Slots listed under the sub-headings "AM Peak", "PM Peak" and "Off-Peak" are the constituent parts of, and are not in addition to, those listed under the sub-heading "Total Weekday".

² The number of Passenger Train Slots on a Public Holiday shall be the same number of Train Slots as the quantum specified in table 2.1 for a Saturday."

The rights below apply from 01:59hrs 16th May 2027

1						2					
Service Group: EX85: Paddington (CCOS) - Abbey Wood											
Service description: Paddington (CCOS) – Abbey Wood						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak Times ¹		Off-Peak times	Weekday ¹	Saturday ²	Sunday
						AM Peak	PM Peak				
Paddington (CCOS)	Abbey Wood	Direct	Stopping	21382001	345	9	14	6	29	26	8
Abbey Wood	Paddington (CCOS)	Direct	Stopping	21382001	345	14	8	10	32	30	4
Whitechapel	Paddington (CCOS)	Direct	Stopping	21382001	345	0	0	0	0	0	0
Paddington (CCOS)	Whitechapel	Direct	Stopping	21382001	345	0	0	1	1	1	0

1						2					
Service Group: EX10: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point (PEAK) / EX11: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point (OFF-PEAK)											
Service description: Westbourne Park Junction Connection Point – Abbey Wood / Pudding Mill Lane Junction Connection Point						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak Times ¹		Off-Peak times	Weekday ¹	Saturday ²	Sunday
						AM Peak	PM Peak				
Paddington (CCOS)	Pudding Mill Lane Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	32	0	109	141	129	76
Paddington (CCOS)	Pudding Mill Lane Junction Connection Point	Direct	Stopping	25381901 (peak)	345	0	32	0	32	0	0

Pudding Mill Lane Junction Connection Point	Paddington (CCOS)	Direct	Stopping	21381901 (off peak)	345	0	31	112	143	128	78
Pudding Mill Lane Junction Connection Point	Paddington (CCOS)	Direct	Stopping	25381901 (peak)	345	33	0	0	33	0	0
Westbourne Park Junction Connection Point	Abbey Wood	Direct	Stopping	21381901 (off peak)	345	29	0	118	147	135	103
Westbourne Park Junction Connection Point	Abbey Wood	Direct	Stopping	25381901 (peak)	345	0	24	0	24	0	0
Abbey Wood	Westbourne Park Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	24	0	120	144	131	107
Abbey Wood	Westbourne Park Junction Connection Point	Direct	Stopping	25381901 (peak)	345	0	29	0	29	0	0

Westbourne Park Junction Connection Point	Pudding Mill Lane Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	6	0	30	36	32	31
Westbourne Park Junction Connection Point	Pudding Mill Lane Junction Connection Point	Direct	Stopping	25381901 (peak)	345	0	6	0	6	0	0
Pudding Mill Lane Junction Connection Point	Westbourne Park Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	0	0	35	35	34	29
Pudding Mill Lane Junction Connection Point	Westbourne Park Junction Connection Point	Direct	Stopping	25381901 (peak)	345	6	6	0	12	0	0
Westbourne Park Junction Connection Point	Whitechapel	Direct	Stopping	21381901 (off peak)	345	0	0	0	0	0	0
Westbourne Park Junction Connection Point	Whitechapel	Direct	Stopping	25381901 (peak)	345	0	0	0	0	0	0

Notes to Tables:

¹ Passenger Train Slots listed under the sub-headings "AM Peak", "PM Peak" and "Off-Peak" are the constituent parts of, and are not in addition to, those listed under the sub-heading "Total Weekday".

² The number of Passenger Train Slots on a Public Holiday shall be the same number of Train Slots as the quantum specified in table

2.1 for a Saturday."