

**ONE HUNDRED AND THIRTY FIRST
SUPPLEMENTAL AGREEMENT**

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

The Chiltern Railway Company Limited

**relating to amendments to the Track Access Contract
(Passenger Services) dated 05 February 2004**

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THIS ONE HUNDRED AND THIRTY FIRST SUPPLEMENTAL AGREEMENT is dated 31-7-2019 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under company number 02904587, having its registered office at 1 Eversholt Street, London NW1 2DN ("**Network Rail**"); and
- (2) **THE CHILTERN RAILWAY COMPANY LIMITED** a company registered in England and Wales under company number 3007939 having its registered office at 1, Admiral Way, Doxford International Business Park, Sunderland, England, SR3 3XP (the "**Train Operator**").

Background:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 05 February 2004 as amended by various supplemental agreements (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- (B) The parties wish 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 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.

"Effective Date" means the later of 0200 hours on 17 August 2019 and the date on which the Office of Rail and Road gives its approval, pursuant to section 22 of the Act, of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1 Schedule 5 of the Contract shall be amended as follows:

In Table 2.1, Service Group HO01, the footnotes shall be deleted.

In Table 2.1, Service Group HO01, Description 1.4, Amersham shall be deleted and replaced with Aylesbury under the column headed And.

In Table 2.1, Service Group HO01, Description 1.1, the number 32 shall be deleted under the column headed Saturday and replaced with the number 28.

In Table 2.1 Service Group HO01, Description 1.1, the number 18 shall be deleted under the column headed Sunday and replaced with the number 16.

In Table 2.1 Service Group HO01, Description 1.2, the number 35 shall be deleted under the column headed Saturday and replaced with the number 39.

In Table 2.1 Service Group HO01, Description 1.2, the number 32 shall be deleted under the column headed Sunday and replaced with the number 34.

In Table 2.1 Service Group HO02 Description 2.4, the number 11 shall be deleted under the column headed Saturday and replaced with the number 12.

In Table 2.1 Service Group HO02 Description 2.5, the number 2 shall be deleted under the column headed Saturday and replaced with the number 1.

In Table 2.1 Service Group HO02 Description 2.12, the number 15 shall be deleted under the column headed Saturday and replaced with the number 14.

In Table 2.1 Service Group HO02 Description 2.13, the number 19 shall be deleted under the column headed Total Weekday and replaced with the number 18. In addition, the number 15 shall be deleted under the column headed Off-Peak Times and replaced with the number 14.

In Table 2.1 Service Group HO02 Description 2.14, the number 15 shall be deleted under the column headed Saturday and replaced with the number 14.

In Table 2.1 Service Group HO02 Description 2.16, the number 11 shall be deleted under the column headed Saturday and replaced with the number 13.

In Table 2.1 Service Group HO02 Description 2.19, the number 8 shall be deleted under the column headed Total Weekday and replaced with the number 9. The number 8 shall be deleted under the column headed Off-Peak Times and replaced with the number 9. In addition, the number 11 shall be deleted under the column headed Saturday and replaced with the number 12.

In Table 2.1 Service Group HO02 Description 2.23, the number 1 shall be deleted under the column headed Saturday and replaced with the number 0.

In Table 2.1 Service Group HO02 Description 2.36, Hatton shall be deleted and replaced with Warwick under the column headed To.

In Table 2.1 Service Group HO02 Description 2.37, the number 1 shall be deleted under the column headed Saturday and replaced with the number 0.

In Table 2.1 Service Group HO02 a new entry after the last entry on the table shall be made as shown below, headers only shown for ease of reference:

1						2					
Service Group HO02						Passenger Train Slots					
Service Description						Total Weekday	Peak times		Off Peak Times	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load		Morning Peak	Evening Peak			
Birmingham Moor Street	Banbury	Direct	2.47	25530004	165	0	0	0	0	1	0

In Table 2.1 Service Group HO03 Description 3.10, the number 1 shall be deleted under the column headed Saturday and replaced with the number 0.

In Table 2.1 Service Group HO03 Description 3.13, the number 15 shall be deleted under the column headed Saturday and replaced with the number 14.

In Table 4.1 Service Group HO02 Description 2.4 & 2.5, Denham Golf Club, Denham, West Ruislip, South Ruislip, Northolt shall be added into the column headed Additional Stations.

In Table 4.1 Service Group HO02 Description 2.10, Denham Golf Club shall be added into the column headed Additional Stations.

In Table 4.1 Service Group HO02 Description 2.36, Hatton shall be deleted and replaced with Warwick under the column headed To.

In Table 4.1 Service Group HO02 a new entry after the last entry on the table shall be made as shown below, headers only shown for ease of reference:

1					2	3
Service Group HO02						
Service Description						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Birmingham Moor Street	Banbury	Direct	2.47	25530004	Solihull, Warwick Parkway, Warwick, Leamington Spa	Widney Manor, Dorridge, Lapworth, Hatton

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 with effect from and including the date hereof 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. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law of England and Wales.


6. 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.

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 one and the same instrument.

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

SIGNED BY 

Print name D.S. GOLDING

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY 

Print name DAVE PENNEY

Duly authorised for and on behalf
THE CHILTERN RAILWAY COMPANY LIMITED