

**ONE HUNDRED AND THIRTY FIFTH
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**

CONTENTS

1. INTERPRETATION.....2

2. EFFECTIVE DATE AND TERM2

3. AMENDMENTS TO THE CONTRACT2

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT2

5. LAW3

6. THIRD PARTY RIGHTS.....3

7. COUNTERPARTS3

THIS ONE HUNDRED AND THIRTY FIFTH SUPPLEMENTAL AGREEMENT is dated 30th June 2020 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

(a) 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; and

(b) "Effective Date" means the later of 0200 hours on 15 August 2020 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 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 earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT TO REFLECT CHANGES IN SCHEDULE 5

Schedule 5 of the Contract shall be amended as follows:

(a) 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			
Stratford-upon-Avon	Hatton	Direct	2.51	25530004	165	1	0	0	1	0	0

(b) 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
Stratford-upon- Avon	Hatton	Direct	2.51	25530004	N/A	N/A

5. 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.

6. 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.


7. 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.

8. 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 ..Dave.Penney.....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED BY 

Print name

Duly authorised for and on behalf
THE CHILTERN RAILWAY COMPANY LIMITED