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7 December 2018

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Govia Thameslink Railway Limited  
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24 Monument Place  
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EC3R 8AJ

Dear Andriana and Tom

**Twenty fifth supplemental agreement to the track access contract between Network Rail Infrastructure Limited and Govia Thameslink Railway Limited (GTR)**

1. We have today approved the above supplemental agreement submitted to us formally on 7 December 2018.

2. The purpose of the agreement is to make some minor changes to the track access contract to reflect some additional Thameslink services that will operate in the December 2018 timetable. The changes will last until the expiry of the contract (currently SCD 2019 but the 27th supplemental agreement will in due course extend that until SCD 2022). The changes (all firm rights) are as follows:

Southbound

- The existing 0701 Bedford to Rainham (9P81) SX service will instead run to Three Bridges (renumbered as 9R05)
- An additional service will operate from Luton (9P11, departing 0716) to Blackfriars, from Blackfriars this service will then continue to Rainham in the former path of 9P81.

## Northbound

- The existing 1528 Rainham to Bedford (9P82) will terminate at Luton (renumbered 9P44).
- An additional service will operate from Three Bridges (9T42, departing 1619) will run to St Pancras, from St Pancras this service will continue to Bedford in the former path of 9P82.
- The existing 0436 Gillingham to St Albans (9P00) will be extended to Luton.

3. Network Rail undertook the usual industry consultation between 20 September and 18 October 2018. East Midlands Trains (EMT) was the only consultee to respond. Although it did not object to the proposed changes it expressed concerns about the effects on its own operational performance since the introduction of the May 2018 timetable. While EMT was broadly supportive, it said Network Rail and GTR needed to put appropriate measures in place in order to mitigate the performance risks as far as practically possible. It suggested that industry partners should continue working through these plans together both ahead of, and after the start of, the timetable.

4. Network Rail acknowledged the troubled start to the May 2018 timetable but provided evidence showing that GTR's performance had been improving steadily since June and that GTR services operating on the Midland Main Line were continuing to improve and getting closer to pre-May 2018 levels.

5. Network Rail said, with regard to the specific changes envisaged by this supplemental agreement, it did not envisage any effect on EMT. The additional services on the Midland Main Line only equated to 2 additional peak services per day and would use the slow lines, therefore being isolated from EMT services which use the fast lines.

6. Regarding EMT's overall concern on performance Network Rail mentioned three reviews which would feed into the necessary industry meetings to which EMT were party. They were:

- a. an independent review of GTR's timetable and impact on performance;
- b. a Thameslink phased Timetable Performance Impact Review; and
- c. an industry review at period 11 looking at the impact of running the full 18tph timetable from December 2018.

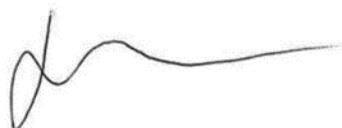
7. We noted EMT's concerns but consider that the responses provided by Network Rail were reasonable. We expect the parties and stakeholders to continue to work together constructively to monitor the performance of these additional services and ensure any risks are mitigated effectively. We are satisfied that approval is in accordance with our statutory duties under section 4 of the Railways Act 1993.

8. In considering the agreement and in reaching our decision, we have had to weigh and strike the appropriate balance in discharging our statutory duties under section 4 of the Act. We have concluded that approval of this supplemental agreement is consistent with our section 4 duties, in particular those relating to protecting the interests of users of railway services (section 4(1)(a)), promoting the use of the railway network for the carriage of passengers (section 4(1)(b)) and enabling persons providing railway services to plan their businesses with a reasonable degree of assurance (section 4(1)(g)).

9. Under clause 18.2.4 of the track access contract, Network Rail is required to produce a conformed copy, within 28 days of any amendment being made, and send copies to ORR and the Train Operator. ORR's copy should be sent for my attention.

10. Electronic copies of this letter, the approval notice and the agreement will be sent to Keith Merritt at Department for Transport and Peter Craig at Network Rail. Copies of the approval notice and the agreement will be placed on ORR's public register and copies of this letter and the agreement will be placed on the ORR website.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jonathan Rodgers', with a long, sweeping horizontal stroke extending to the right.

**Jonathan Rodgers**