

**ONE HUNDRED AND THIRTY FOURTH  
SUPPLEMENTAL AGREEMENT**

**between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**The Chiltern Railway Company Limited**

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

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**THIS ONE HUNDRED AND THIRTY FOURTH SUPPLEMENTAL AGREEMENT is dated 09 April 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 Schedule 5 of the Contract in the manner and on the terms described below, being an amendment to the Contract of the kind specified in paragraph 6 of the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

**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 02:00 on 17 May 2020.

**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 01:59 on 15 August 2020.

**3. ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

#### 4. AMENDMENTS TO THE CONTRACT

Schedule 5 of the Contract shall be amended as follows:

A new Table 2.2, Service Group HO02, shall be inserted below the existing Table 2.2 for Service Group HO04 as shown below.

*Table 2.2: Additional Passenger Train Slots*

1					2		
Service Group HO02							
Service description					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Stratford-upon-Avon	Hatton	Direct	2.51	25530004	1	0	0

#### 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

MARY HEWITT



.....

Print name ...MARY HEWITT.....

Duly authorised for and on behalf  
**THE CHILTERN RAILWAY COMPANY LIMITED**