

# Fourth Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**WEST MIDLANDS TRAINS LIMITED**  
as Train Operator

relating to the Track Access Contract (Passenger  
Services) dated 15 May 2019

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**THIS FOURTH SUPPLEMENTAL AGREEMENT** is dated  
and made

20XX

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, 1 Eversholt Street, London NW1 2DN (“Network Rail”); and
- (2) **WEST MIDLANDS TRAINS LIMITED**, a company registered in England under number 09860466 having its registered office at 2nd Floor St Andrew's House, 18-20 St Andrew Street, London, United Kingdom, EC4A 3AG (the “Train Operator”).

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 15 May 2019 in a form approved by the Office of Rail Regulation pursuant to Section 18 of the Act.
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

In this Supplemental Agreement, unless the context otherwise requires:

- (A) words and phrases defined in, and rules of interpretation set out in, the Contract shall have the same meaning and effect when used in this Supplemental Agreement; and
- (B) “Effective Date” means the later of 13<sup>th</sup> December 2019 and the date upon which the ORR issues its approval, pursuant to the Section 22A 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 SCHEDULE 5**

3.1 Table 2.1 (Passenger Train Slots) for Service Group EJ05 shall be deleted and replaced with the versions set out as an Appendix to this Supplemental Agreement.

4. **GENERAL**

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” or, as the case may be, the “Agreement”, “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 two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

IN WITNESS of which the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

**SIGNED** by.....

Print name.....

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED** by.....

Print name.....

Duly authorised for and on behalf of

**LONDON & BIRMINGHAM RAILWAY LIMITED**

## Appendix

Table 2.1: Passenger Train Slots

1						2					
Service Group EJ05 WCML: London – Northampton											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday <sup>3</sup>	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Saturday	Sunday
							morning Peak	evening Peak			
Bletchley	London Euston	Direct	5.1	22209000	319	4	3	0	1	3	0
Bletchley	Northampton	Direct	5.2	22209000	350	0	0	0	0	1	0
London Euston	Bletchley	Direct	5.3	22209000	319	3	0	0	3	1	0
London Euston	Milton Keynes Central	Direct	5.4	22209000	319	<del>19</del> 20	0	4	<del>15</del> 16	13	11
London Euston	Northampton	Direct	5.6 Express service (110mph)	22209000	350/110	<del>10</del> 18	0	0	9 18	<del>15</del> 26	0
London Euston	Northampton	Direct	5.8 All stations service (100mph)	22209000	350	16	0	4	12	17	29

1						2					
Service Group EJ05 WCML: London – Northampton											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
							morning Peak	evening Peak			
London Euston	Rugby	Weedon	5.9 (100mph)	22209000	350	0	0	0	0	1	0
London Euston	Tring	Direct	5.11	22209000	319	30	0	7	23	25	9
London Euston	Watford Junction	Direct	5.12	22209000	350	3	0	3	0	0	0
Milton Keynes Central	London Euston	Direct	5.13	22209000	319	19	4	0	15	14	13
Northampton	London Euston	Direct	5.16 Express service (110mph)	22209000	350/110	<del>13</del> 24	0	0	<del>13</del> 24	<del>2</del> 12	0
Northampton	London Euston	Direct	5.18 All Stations service (100mph)	22209000	350	9	2	0	7	26	28
Rugby	London Euston	Weedon	5.19 (100mph)	22209000	350	0	0	0	0	1	0

1						2					
Service Group EJ05 WCML: London – Northampton											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
							morning Peak	evening Peak			
Tring	London Euston	Direct	5.21	22209000	319	31	6	0	25	25	8
Watford Junction	London Euston	Direct	5.22	22209000	350	5	5	0	0	0	0
Milton Keynes	Northampton	Direct	5.25	22209000	350	1	0	0	1	0	0



1							2				
Service Group EJ05 WCML: London – Northampton											
Service description							Passenger Train Slots				
From	To	Via	Description	TSC	Timing Load	Total Weekday	Peak times		Off-Peak times	Saturday	Sunday
							morning Peak	evening Peak			
Rugby	Euston	Weedon	5.31 (110)	22209000	350/110	14	2	0	12	16	9
Northampton	Euston	Direct	5.32 (110)	22209000	350/110	34	10	0	24	27	17
Euston	Rugby	Weedon	5.41 (110)	22209000	350/110	16	0	3	13	13	8
Euston	Northampton	Direct	5.42 (110)	22209000	350/110	32	0	8	24	22	17

Notes to Table:

<sup>1</sup> Peak times – arriving Euston between 0700 and 0959, departing Euston between 1600 and 1859

<sup>2</sup> Off-Peak times - arriving at and departing from a relevant station outside Peak times

<sup>3</sup> Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.