

Fifth 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 3 March 2016

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THIS FIFTH SUPPLEMENTAL AGREEMENT is dated
and made

19th January 2018

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 EC4A 3AG (the "Train Operator").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 3 March 2016 in a form approved by the Office of Rail and Road (ORR) pursuant to section 18(7) of the Act, as amended by various supplemental agreements each in a form approved by ORR pursuant to section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "Contract").
- (B) The rights and obligations of London and Birmingham Railway Limited under the Contract were transferred to the Train Operator pursuant to a transfer scheme made by the Secretary of State for Transport on 10th December 2017 under Schedule 2 of the Transport Act 2005.
- (C) The parties now propose to enter into this Supplemental Agreement to vary the Contract in the manner and on the terms set out below.

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 the date upon which the ORR issues its approval, pursuant to the Section 22 of the Act, of the terms of this Supplemental Agreement, and 19th February 2018.

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 EJ02 shall be deleted and replaced with the version set out in Appendix 1 to this Supplemental Agreement.

3.2 Table 4.1 (Calling Patterns) for Service Group EJ02 shall be deleted and replaced with the version set out in Appendix 2 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..... M. J. Froisher

Print name..... M. J. FROISHER, 2/2/18

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..... J Chaudhry

Print name..... J CHAUDHRY

Duly authorised for and on behalf of
WEST MIDLANDS TRAINS LIMITED

Appendix 1

1						2		
Service Group EJ02 Trent Valley								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Coventry	Nuneaton	Direct	2.1	22328000	153	16	15	8
Nuneaton	Coventry	Direct	2.2	22328000	153	16	15	8
Crewe	Northampton	Stoke-on-Trent and Nuneaton	2.3	22330000	350	2	3	12
Northampton	Crewe	Nuneaton and Stoke-on-Trent	2.4	22330000	350	6	3	12
Crewe	Northampton	Either Madeley or Stoke-on-Trent	2.7	22330000	350	1	0	0
Coventry	Leamington Spa	Kenilworth	2.8	22255000	153	17	16	0
Leamington Spa	Coventry	Kenilworth	2.9	22255000	153	17	16	0
Crewe	Rugby	Stoke-on-Trent and Nuneaton	2.31 (110)	22330000	350/110	12	13	0
Rugby	Crewe	Nuneaton and Stoke-on-Trent	2.41 (110)	22330000	350/110	13	12	0

Appendix 2

1					2	3
Service Group EJ02 Trent Valley						
Service description						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Coventry	Nuneaton	Direct	2.1,2.2	22328000	All Stations	N/A
Crewe	Northampton	Stoke-on-Trent and Nuneaton	2.3, 2.4	22330000	Alsager., Kidsgrove, Stoke-on-Trent, Stone, Stafford, Rugeley Trent Valley, Lichfield Trent Valley, Tamworth Low Level, Atherstone, Nuneaton, Rugby, Long Buckby	Polesworth ¹
Crewe	Stafford	Stoke-on-Trent	2.5, 2.6	22330000	Alsager, Kidsgrove, Stoke upon Trent, Stone	N/A
Crewe	Northampton	Either Madeley or Stoke-on-Trent	2.7	22330000	Rugeley Trent Valley, Lichfield Trent Valley, Tamworth Low Level, Atherstone, Nuneaton, Rugby, Long Buckby	N/A
Coventry	Leamington Spa	Kenilworth	2.8, 2.9	22255000	Kenilworth	N/A
Crewe	Rugby	Stoke-on-Trent and Nuneaton	2.31 (110) 2.41 (110)	22330000	Alsager., Kidsgrove, Stoke-on-Trent, Stone, Stafford, Rugeley Trent Valley, Lichfield Trent Valley, Tamworth Low Level, Atherstone, Nuneaton,.	N/A

Note to table: ¹Northbound only

