

**ONE HUNDRED AND TWENTY FIRST  
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 TWENTY FIRST SUPPLEMENTAL AGREEMENT is dated 13 March 2017 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 propose to enter into this Supplemental Agreement in order to amend Schedule 8 of the Contract as described here in.

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

In this Supplemental Agreement:

- (A) 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;
- (B) "Effective Date" means the date on which the Office of Rail and Road issues 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 made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the expiry of the contract.

**3. RETROSPECTIVE EFFECT**

Notwithstanding the Effective Date, the amendments shall be applied retrospectively from 02:00 on 11 December 2016.

**4. AMENDMENTS TO SCHEDULE 8**

- 4.1 Appendix 1 to Schedule 8 of the Contract shall be deleted in its entirety and replaced with the Appendix 1 as set out in Annex 1 to this Supplemental Agreement.

**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 ..... *M. J. Frislich* .....

Print name ..... *M. J. FRISLICH* .....

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED BY ..... *[Signature]* .....

Print name ..... *DAVE PENNEY* .....

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

**ANNEX 1**  
**Appendix 1**  
HO01 Off Peak

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point		Payment Rate		Performance Point	Payment Rate									
			(Not Used)	(Not Used)		Total	(Not Used)	(Not Used)							
HO01 Met (Off Peak)	2014-15	∞			∞				45	180	210	Marylebone – Harrow – Aylesbury	Forward	London Marylebone	∞
	2015-16	∞									210	Marylebone – Harrow – Aylesbury	Forward	Amersham	∞
	2016-17	∞									210	Marylebone – Harrow – Aylesbury	Reverse	Amersham	∞
	2017-18	∞									210	Marylebone – Harrow – Aylesbury	Reverse	Aylesbury	∞
	2018-19	∞									210	Marylebone – Harrow – Aylesbury	Reverse	Aylesbury Vale Parkway	∞

**Peak:** Those trains arriving at Marylebone (or Paddington) between 0700 and 0959 inclusive, Monday to Friday, or those departing from Marylebone (or Paddington) between 1600 and 1859 inclusive, Monday to Friday.

### HO01 Peak

A	B		C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail					Train Operator			Cancellation Minutes	CAP	Service Code	Direction	Monitoring Point	Weighting		
	Performance Point		Payment Rate			Performance Point	Payment Rate									
			(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)							Total	
HO01 – Met (Peak)	2014-15	∞			∞	∞			∞	45	180	210	Marylebone – Harrow - Aylesbury	Forward	London Marylebone	∞
	2015-16											210	Marylebone – Harrow - Aylesbury	Forward	Amersham	∞
	2016-17											210	Marylebone – Harrow - Aylesbury	Reverse	Amersham	∞
	2017-18											210	Marylebone – Harrow - Aylesbury	Reverse	Aylesbury	∞
	2018-19											210	Marylebone – Harrow - Aylesbury	Reverse	Aylesbury Vale Parkway	∞

**Peak:** Those trains arriving at Marylebone (or Paddington) between 0700 and 0959 inclusive, Monday to Friday, and those departing from Marylebone (or Paddington) between 1600 and 1859 inclusive, Monday to Friday.

## HO02 Off Peak

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
HO02 - Birmingham (Off Peak)	2014-15	∞			∞			∞	45	180	530	Marylebone – Banbury – Birmingham	Reverse	High Wycombe	∞
	2015-16										530	Marylebone – Banbury – Birmingham	Reverse	Bicester North	∞
	2016-17										530	Marylebone – Banbury – Birmingham	Reverse	Banbury	∞
	2017-18										530	Marylebone – Banbury – Birmingham	Reverse	Stratford Upon Avon	∞
	2018-19										530	Marylebone – Banbury – Birmingham	Reverse	Birmingham Snow Hill	∞
											530	Marylebone – Banbury – Birmingham	Reverse	Birmingham Moor Street	∞
											530	Marylebone – Banbury – Birmingham	Reverse	Kidderminster	∞
											530	Marylebone – Banbury – Birmingham	Forward	Birmingham Snow Hill	∞
											530	Marylebone – Banbury – Birmingham	Forward	High Wycombe	∞
											530	Marylebone – Banbury – Birmingham	Forward	Leamington Spa	∞
											530	Marylebone – Banbury – Birmingham	Forward	Marylebone	∞

**Peak:** Those trains arriving at Marylebone (or Paddington) between 0700 and 0959 inclusive, Monday to Friday, and those departing from Marylebone (or Paddington) between 1600 and 1859 inclusive, Monday to Friday

HO02 Peak

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
HO02 - Birmingham (Peak)	2014-15	∞			∞			∞	45	180	530 530 530 530 530 530 530 530 530 530 530	Marylebone – Banbury – Birmingham Marylebone – Banbury – Birmingham	Reverse Reverse Reverse Reverse Reverse Reverse Reverse Forward Forward Forward Forward	High Wycombe Bicester North Banbury Stratford Upon Avon Birmingham Snow Hill Birmingham Moor Street Kidderminster Birmingham Snow Hill High Wycombe Leamington Spa Marylebone	∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞ ∞

**Peak:** Those trains arriving at Marylebone (or Paddington) between 0700 and 0959 inclusive, Monday to Friday, and those departing from Marylebone (or Paddington) between 1600 and 1859 inclusive, Monday to Friday.

### HO03 Off Peak

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
HO03 – Joint (Off Peak)	2014-15	∞		∞	∞			∞	39	156	211 211 211 211 211 211	Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury	Reverse Reverse Reverse Reverse Forward Forward	Aylesbury Gerrards Cross High Wycombe Princes Risborough Marylebone Princes Risborough	∞ ∞ ∞ ∞ ∞ ∞

**Peak:** Those Trains arriving at Marylebone (or Paddington) between 0700 and 0959 inclusive, Monday to Friday, and those departing from Marylebone (or Paddington) between 1600 and 1859 inclusive, Monday to Friday.

### HO03 Peak

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
HO03 – Joint (Peak)	2014-15 2015-16 2016-17 2017-18 2018-19	⌘		⌘	⌘			⌘	32	126	211 211 211 211 211 211	Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury Marylebone/Hwy/Prr/Aylesbury	Reverse Reverse Reverse Forward Forward Reverse	Aylesbury Gerrards Cross High Wycombe Marylebone Princes Risborough Princes Risborough	⌘ ⌘ ⌘ ⌘ ⌘ ⌘

**Peak:** Those Trains arriving at Marylebone (or Paddington) between 0700 and 0959 inclusive, Monday to Friday, and those departing from Marylebone (or Paddington) between 1600 and 1859 inclusive, Monday to Friday.

HO04 Off Peak

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
HO04 Oxford (Off Peak)	2014-15 ><			><	><			><	45	180	535 535 535 535	Marylebone-Bicester Village-Oxford Marylebone-Bicester Village-Oxford Marylebone-Bicester Village-Oxford Marylebone-Bicester Village-Oxford	Reverse Reverse Forward Forward	Bicester Village Oxford Parkway Oxford Bicester Village London Marylebone	>< >< >< >< ><

**Peak:** Those Trains arriving at Marylebone (or Paddington) between 0700 and 0959 inclusive, Monday to Friday, and those departing from Marylebone (or Paddington) between 1600 and 1859 inclusive, Monday to Friday.

### HO04 Peak

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code	Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		(Not Used)	(Not Used)	Total		(Not Used)	(Not Used)	Total							
HO04 Oxford (Peak)	2014-15 ><			><	><			><	40	160	535 535 535 535	Marylebone-Bicester Village-Oxford Marylebone-Bicester Village-Oxford Marylebone-Bicester Village-Oxford Marylebone-Bicester Village-Oxford	Reverse Reverse Reverse Forward Forward	Bicester Village Oxford Parkway Oxford Bicester Village London Marylebone	>< >< >< >< ><

**Peak:** Those Trains arriving at Marylebone (or Paddington) between 0700 and 0959 inclusive, Monday to Friday, and those departing from Marylebone (or Paddington) between 1600 and 1859 inclusive, Monday to Friday.