

**ONE HUNDRED AND THIRTEITH
SUPPLEMENTAL AGREEMENT**

between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

The Chiltern Railway Company Limited

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

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THIS ONE HUNDRED AND THIRTIETH SUPPLEMENTAL AGREEMENT is dated 14-5 2019 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 and 9 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 19 May 2019.

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 17 August 2019.

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

4.1 Schedule 5 of the Contract shall be amended as follows:

A new Table 2.2, Service Group HO01 and a new Table 2.2, Service Group HO02, shall be inserted below the existing Table 2.2 for Service Group HO04, as shown in Appendix A.

In Table 2.1 Service Group HO01, the footnotes shall be deleted.

In Table 2.1 Service Group HO01 Description 1.4, Amersham shall be deleted and replaced with Aylesbury under the heading And.

In Table 2.1 Service Group HO02 Description 2.12, the number 15 shall be deleted under the heading for Saturday and replaced with the number 14.

In Table 2.1 Service Group HO02 Description 2.13, the number 19 shall be deleted under the heading Total Weekday and replaced with the number 18. In addition, the number 15 shall be deleted under the Off-Peak Times heading and replaced with the number 14.

In Table 2.1 Service Group HO02 Description 2.14, the number 15 shall be deleted under the heading for Saturday and replaced with the number 14.

In Table 2.1 Service Group HO02 Description 2.16, the number 11 shall be deleted under the heading for Saturday and replaced with the number 13.

In Table 2.1 Service Group HO02 Description 2.19, the number 8 shall be deleted under the heading Total Weekday and replaced with the number 9. The number 8 shall be deleted under the Off-Peak Times heading and replaced with the number 9. In addition, the number 11 shall be deleted under the heading for Saturday and replaced with the number 12.

In Table 2.1 Service Group HO02 Description 2.23, the number 1 shall be deleted under the heading for Saturday and replaced with the number 0.

In Table 2.1 Service Group HO02 Description 2.37, the number 1 shall be deleted under the heading for Saturday and replaced with the number 0.

In Table 2.1 Service Group HO03 Description 3.10, the number 1 shall be deleted under the heading for Saturday and replaced with the number 0.

In Table 2.1 Service Group HO03 Description 3.13, the number 15 shall be deleted under the heading for Saturday and replaced with the number 14.

In Table 2.1 Service Group HO02, after Description 2.46, a new entry shall be made as shown below, headers only shown for ease of reference:

1						2					
Service Group HO02						Passenger Train Slots					
Service Description						Total Weekday	Peak times		Off Peak Times	Saturday	Sunday
From	To	Via	Description	TSC	Timing Load		Morning Peak	Evening Peak			
Birmingham Moor Street	Banbury	Direct	2.47	25530004	165	0	0	0	0	1	0

In Table 4.1 Service Group HO02 Description 2.4 & 2.5, Denham Golf Club, Denham, West Ruislip, South Ruislip, Northolt, shall be added into Additional Stations.

In Table 4.1 Service Group HO02 Description 2.10, Denham Golf Club shall be added into Additional Stations.

In Table 4.1 Service Group HO02, after Description 2.46, a new entry shall be made as shown below, headers only shown for ease of reference:

1					2		3
Service Group HO02							
Service Description							
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations	
Birmingham Moor Street	Banbury	Direct	2.47	25530004	Solihull, Warwick Parkway, Warwick, Leamington Spa	Widney Manor, Dorridge, Lapworth, Hatton	

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. Froster

Print name M. J. Froster

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

Appendix A

Table 2.2: Additional Passenger Train Slots

1					2			
Service Group HO01								
Service description					Additional Passenger Train Slots			
Between	And	Via	Description	TSC	Weekday	Saturday	Sunday	
Aylesbury	Aylesbury Parkway	Vale	Direct	1.5	25210004	0	4	2

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	
Hatton	Warwick		Direct	2.48	25530004	1	0	0