EIGHTH Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED as Network Rail

and

The Chiltern Railway Company Ltd as Train Operator

relating to the Track Access Contract (Passenger Services) dated 7th October 2022

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THIS EIGHTH SUPPLEMENTAL AGREEMENT is dated 16 February 2024 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Network Rail, Waterloo General Office, London, SE1 8SW ("Network Rail"); and
- (2) <u>THE CHILTERN RAILWAY COMPANY LTD</u>, a company registered in England under number 3007939 having its registered office at 1, Admiral Way, Doxford International Business Park, Sunderland, England, SR3 3XP (the **"Train Operator**").

WHEREAS:

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 7 October 2022 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 (the "Contract").
- (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 date upon which the Office of Rail and Road issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement; and 02:00 on the Subsidiary Change Date 2024.

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 THE CONTRACT

The Contract shall be amended as follows:

3.1 Table 2.1 Passenger Train Slots of Schedule 5 of the contract, service groups HO01 and HO03 shall be deleted and replaced by those as set out in Annex 1 to this

Supplemental Agreement.

3.2 Table 4.1 Calling Patterns of Schedule 5 of the Contract, service groups HO01, HO03, and HO04 shall be deleted and replaced by those as set out in Annex 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. <u>LAW</u>

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...Denise Wetton 16-02-24 Duly authorised for and on behalf of **NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by.....

Print name.....Richard Allan.... Duly authorised for and on behalf of THE CHILTERN RAILWAY COMPANY LTD

Annex 1

Table 2.1: Passenger Train Slots

1						2					
Service Group - HO	001 - Met										
Service description	า					Passenger Train Slots					
From	То	Via	Description	TSC	Timing	Peak times	;	Off-Peak	Weekday	Saturday	Sunday
					Load	Morning Peak	Evening Peak	Times			
Amersham	Aylesbury Vale Parkway	Direct	1.01	25210004	165	0	0	0	0	1	0
Aylesbury Vale Parkway	Aylesbury	Direct	1.02	25210004	165	0	0	2	2	0	0
Aylesbury Vale Parkway	London Marylebone	Amersham	1.03	25210004	165	6	0	14	20	18	17
Aylesbury	Amersham	Direct	1.04	25210004	165	0	0	0	0	1	0
Aylesbury	Aylesbury Vale Parkway	Direct	1.05	25210004	165	0	0	1	1	0	0
Aylesbury	London Marylebone	Amersham	1.06	25210004	165	3	0	10	13	4	5
London Marylebone	Aylesbury Vale Parkway	Amersham	1.07	25210004	165	0	6	16	22	17	16
London Marylebone	Aylesbury	Amersham	1.08	25210004	165	0	4	10	14	3	6

1						2					
Service Group - H	003 - Joint										
Service descriptio	n		-	-	-	Passenger Train Slots					
From	То	Via	Description	TSC	Timing	Peak times	5	Off-Peak	Weekday	Saturday	Sunday
					Load	Morning Peak	Evening Peak	Times			
Aylesbury	London Marylebone	High Wycombe	3.01	25211004	165	0	0	4	4	0	0
Aylesbury	London Marylebone	High Wycombe	3.02	25211004	165	0	0	0	0	18	16
Aylesbury	Princes Risborough	Direct	3.03	25211004	165	0	0	14	14	1	1
Gerrards Cross	London Marylebone	Direct	3.04	25211004	165	3	0	1	4	0	0
High Wycombe	London Marylebone	Direct	3.05	25211004	165	3	0	17	20	0	0
London Marylebone	Aylesbury	High Wycombe	3.06	25211004	165	0	0	5	5	0	0
London Marylebone	Aylesbury	High Wycombe	3.07	25211004	165	0	0	0	0	18	17
London Marylebone	Gerrards Cross	Direct	3.08	25211004	165	0	0	3	3	0	0
London Marylebone	High Wycombe	Direct	3.09	25211004	165	0	6	15	21	0	0
London Marylebone	Princes Risborough	High Wycombe	3.10	25211004	165	0	1	1	2	0	0
London Marylebone	West Ruislip	Direct	3.11	25211004	165	0	4	2	6	0	0

Princes Risborough	Aylesbury	Direct	3.12	25211004	165	0	0	14	14	0	0
Princes Risborough	London Marylebone	High Wycombe	3.13	25211004	165	2	0	1	3	0	0
West Ruislip	London Marylebone	Direct	3.14	25211004	165	1	0	4	5	0	0

Annex 2 Table 4.1: Calling Patterns

	<u> </u>					
1					2	3
Service Group	- HO01 - Met					
Service descrip	ition					
From	То	Via	Description	TSC	Regular Calling Pattern	Additional stations
Amersham	Aylesbury Vale Parkway	Direct	1.01	25210004	Great Missenden, Wendover, Stoke Mandeville, Aylesbury	N/A
Aylesbury Vale Parkway	Aylesbury	Direct	1.02	25210004	N/A	N/A
Aylesbury Vale Parkway	London Marylebone	Amersham	1.03	25210004	Aylesbury, Stoke Mandeville, Wendover, Great Missenden	N/A
Aylesbury	Amersham	Direct	1.04	25210004	Stoke Mandeville, Wendover, Great Missenden	N/A
Aylesbury	Aylesbury Vale Parkway	Direct	1.05	25210004	N/A	N/A

Aylesbury	London Marylebone	Amersham	1.06	25210004	Stoke Mandeville, Wendover, Great Missenden	N/A
London Marylebone	Aylesbury Vale Parkway	Amersham	1.07	25210004	Great Missenden, Wendover, Stoke Mandeville, Aylesbury	N/A
London Marylebone	Aylesbury	Amersham	1.08	25210004	Great Missenden, Wendover, Stoke Mandeville	N/A

1					2	3
Service Group	o - HOO3 - Joint					
Service descri	iption					
From	То	Via	Description	TSC	Regular Calling Pattern	Additional stations
Aylesbury	London Marylebone	High Wycombe	3.01	25211004	Little Kimble, Monks Risborough, Princes Risborough, Saunderton (up to 2 calls), High Wycombe, Beaconsfield, Gerrards Cross, Denham Golf Club, Denham (up to 3 calls), West Ruislip (up to 2 calls), South Ruislip (up to 2 calls), Northolt Park (up to 2 calls), Wembley Stadium	Seer Green and Jordans, Sudbury Hill Harrow, Sudbury & Harrow Road
Aylesbury	London Marylebone	High Wycombe	3.02	25211004	Little Kimble, Monks Risborough, Princes Risborough, Saunderton, High Wycombe, Beaconsfield, Seer Green and Jordans (up to 15 calls), Gerrards Cross, Denham Golf Club, Denham, West Ruislip, South Ruislip, Northolt Park, Wembley Stadium	N/A
Aylesbury	Princes Risborough	Direct	3.03	25211004	Little Kimble, Monks Risborough	N/A

					West Ruislip, Northolt Park, Sudbury Hill Harrow (up to 2 calls), Sudbury & Harrow	
Gerrards	London				Road (up to 2 calls), Wembley Stadium (up to	
Cross	Marylebone	Direct	3.04	25211004	2 calls)	Denham, South Ruislip
					Beaconsfield, Seer Green and Jordans (up to	
					11 calls), Gerrards Cross, Denham Golf Club	
					(up to 9 calls), Denham (up to 16 calls), West	
					Ruislip (up to 9 calls), South Ruislip (up to 16	
					calls), Northolt Park (up to 10 calls), Sudbury	
High	London				Hill Harrow (up to 7 calls), Wembley Stadium	
Wycombe	Marylebone	Direct	3.05	25211004	(up to 18 calls)	N/A
					Wembley Stadium, Northolt Park, South	
					Ruislip (up to 3 calls), West Ruislip, Denham,	
					Denham Golf Club (up to 2 calls), Gerrards	
					Cross, Seer Green and Jordans (up to 3 calls),	
					Beaconsfield (up to 3 calls), High Wycombe,	
London		High			Saunderton (up to 2 calls), Princes	
Marylebone	Aylesbury	Wycombe	3.06	25211004	Risborough, Monks Risborough, Little Kimble	N/A
					Wembley Stadium, Northolt Park, South	
					Ruislip, West Ruislip, Denham, Denham Golf	
					Club (up to 17 calls), Gerrards Cross, Seer	
					Green and Jordans (up to 17 calls),	
					Beaconsfield, High Wycombe, Saunderton,	
London		High			Princes Risborough, Monks Risborough, Little	
Marylebone	Aylesbury	Wycombe	3.07	25211004	Kimble	N/A
London	Gerrards				Wembley Stadium, Sudbury Hill Harrow,	
Marylebone	Cross	Direct	3.08	25211004	Northolt Park, South Ruislip	Denham, Denham Golf Club

London Marylebone	High Wycombe	Direct	3.09	25211004	Wembley Stadium (up to 15 calls), Sudbury Hill Harrow (up to 9 calls), Northolt Park (up to 13 calls), South Ruislip (up to 11 calls), West Ruislip (up to 11 calls), Denham, Denham Golf Club (up to 12 calls), Gerrards Cross, Seer Green and Jordans (up to 14 calls), Beaconsfield	N/A
London Marylebone	Princes Risborough	High Wycombe	3.10	25211004	West Ruislip, Denham, Gerrards Cross, High Wycombe	N/A
London Marylebone	West Ruislip	Direct	3.11	25211004	Wembley Stadium, Sudbury & Harrow Road (up to 4 calls), Sudbury Hill Harrow, Northolt Park, South Ruislip	N/A
Princes Risborough	Aylesbury	Direct	3.12	25211004	Monks Risborough, Little Kimble	N/A
Princes Risborough	London Marylebone	High Wycombe	3.13	25211004	High Wycombe, Beaconsfield, Gerrards Cross	Saunderton, Denham Golf Club, Denham, South Ruislip
West Ruislip	London Marylebone	Direct	3.14	25211004	South Ruislip, Northolt Park, Sudbury Hill Harrow, Wembley Stadium	Sudbury & Harrow Road

1					2	3
Service Group	- HO04 - Oxfor	ď				
Service descrip	otion					
From	То	Via	Description	TSC	Regular Calling Pattern	Additional stations
Banbury	Oxford	Direct	4.01	25535004	N/A	N/A
Bicester						
Village	Oxford	Direct	4.02	25535004	Oxford Parkway	Islip
London Marylebone	Banbury	High Wycombe	4.03	25535004	Wembley Stadium, Gerrards Cross, Beaconsfield, High Wycombe, Princes Risborough, Haddenham & Thame Parkway, Bicester Village, Oxford Parkway, Oxford	N/A
London Marylebone	Oxford	High Wycombe	4.04	25535004	Gerrards Cross (up to 15 calls), Seer Green and Jordans (up to 6 calls), Beaconsfield (up to 16 calls), High Wycombe, Saunderton (up to 16 calls), Princes Risborough, Haddenham & Thame Parkway (up to 7 calls), Bicester Village, Oxford Parkway	Wembley Stadium, Northolt Park, West Ruislip, Denham, Islip
London Marylebone	Oxford	High Wycombe		25535004	Wembley Stadium (up to 19 calls), Denham (up to 17 calls), Gerrards Cross (up to 33 calls), Seer Green and Jordans (up to 17 calls on Saturdays), Beaconsfield (up to 33 calls), High Wycombe, Princes Risborough (up to 17 calls), Haddenham & Thame Parkway (up to 31 calls), Bicester Village, Oxford Parkway	Islip
Oxford	Banbury	Direct	4.06	25535004	N/A	Tackley, Heyford, Kings Sutton
Oxford	Bicester Village	Direct	4.07	25535004	Oxford Parkway, Islip Oxford Parkway, Islip, Bicester Village,	N/A
Oxford	High Wycombe	Direct	4.08	25535004	Haddenham & Thame Parkway, Princes Risborough	N/A

					Oxford Parkway, Bicester Village, Haddenham & Thame Parkway (up to 7 calls), Princes Risborough (up to 13 calls), Saunderton (up to 11 calls), High Wycombe, Beaconsfield (up to 16 calls), Seer Green and Jordans (up to 7 calls), Gerrards Cross (up to 21 calls), Denham Golf Club (up to 3 calls),	
	London	High			Denham (up to 4 calls), South Ruislip (up to 2	
Oxford	Marylebone	Wycombe	4.09	25535004	calls), Wembley Stadium (up to 5 calls)	Islip
				2000000	Oxford Parkway, Bicester Village,	
					Haddenham & Thame Parkway (up to 29	
					calls), Princes Risborough (up to 16 calls),	
					High Wycombe, Beaconsfield, Seer Green and	
					Jordans (up to 16 calls on Saturdays),	
	London	High			Gerrards Cross, Denham (up to 16 calls),	
Oxford	Marylebone	Wycombe	4.10	25535004	Wembley Stadium (up to 17 calls)	Islip
Princes						
Risborough	Oxford	Direct	4.11	25535004	Bicester Village, Oxford Parkway	N/A
London		High			Wembley Stadium (up to 6 calls), Gerrards Cross (up to 10 calls), Beaconsfield (up to 10 calls), High Wycombe, Princes Risborough, Haddenham & Thame Parkway, Bicester	
Marylebone	Oxford	Wycombe	4.12	25535004	Village, Oxford Parkway	Seer Green and Jordans, Saunderton, Islip
	London	High			Oxford Parkway, Bicester Village, Haddenham & Thame Parkway, Princes Risborough, High Wycombe, Beaconsfield (up to 11 calls), Gerrards Cross (up to 11 calls),	
Oxford	Marylebone	Wycombe	4.13	25535004	Wembley Stadium (up to 8 calls)	Islip, Saunderton, Seer Green and Jordans