

**THIRTY EIGHTH 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 19 MAY 2019

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THIS THIRTY EIGHTH SUPPLEMENTAL AGREEMENT is dated 22 November 2024 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW (“**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 19 May 2019 in a form approved by the Office of Rail and Road and pursuant to Section 18 of the Railways Act 1993 (“**the act**”) hereafter referred to as the “**Contract**”
- (B) The parties now propose to enter into this Supplemental Agreement pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009 in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

• **INTERPRETATION**

In this Supplemental Agreement:

- 1.1 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
- 1.2 “Effective Date” means: the date of signature of this General Approval

2. ORR GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

3. EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect 90 days after the General Approval is signed and submitted.

4. AMENDMENTS TO THE CONTRACT

Table 2.2 Additional Passenger Train Slots the tables shall be deleted in their entirety and replaced with the tables as set out in Annex A to this Supplemental Agreement

5. GENERAL

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”, “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. 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.

7. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

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 but one and the same instrument.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

SIGNED by)

duly authorised for and on behalf of)

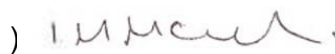


NETWORK RAIL
INFRASTRUCTURE LIMITED)

) Denise Wetton - Route Director 20/11/24

SIGNED by

duly authorised for and on behalf of
WEST MIDLANDS TRAINS LIMITED)



) Ian McConnell
) Managing Director
)

Annex A

Table 2.2: Additional Passenger Train Slots ^{33rd 34th 35th 38th}

1						2		
Service Group EJ01 West Midlands Snow Hill¹								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Worcester Foregate Street	Birmingham Snow Hill	Direct	1.19	22332000 12332320	172	28	28	10 ^{2 38th}
Worcester Shrub Hill	Birmingham Snow Hill	Direct	1.20	22332000 12332320	172	7	7	6 ^{35th}

¹ Rights shall expire at 01:59 on the Subsidiary Change Date 18th May 2025 ^{35th}

² Right shall expire 90 days after the approval date of this general approval

1						2		
Service Group EJ02 Trent Valley¹								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday

OFFICIAL

1						2		
Service Group EJ02 Trent Valley ¹								
Service description						Passenger Train Slots		
Nuneaton	Coventry	Direct	2.2	22328000	172	18	17	13 ^{24th}
Crewe	Rugby	Madeley	2.31 (110)	22330000	350/110	16 ^{13th}	15	11 ^{24th}

¹ Rights shall expire at 01.59 on the Subsidiary Change Date 18th May 2025 ^{34th}

1						2		
OFFICIAL								
Service Group EJ03 West Midlands New Street Locals ¹								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Birmingham International	Birmingham New Street	Direct	3.22	12259320	350 ^{11th}	34 ^{13th}	34 ^{13th}	12 ^{24th}
Birmingham New Street	Coventry	Direct	3.24	12259320	350	3 ^{13th}	2 ^{35th}	1 ^{13th}
Coventry	Birmingham New Street	Direct	3.26	12259320	350	2 ^{35th}	1 ^{13th}	1 ^{13th}
Northampton	Birmingham New Street	Direct	3.28	22259000	350	36 ^{13th}	38 ^{13th}	29 ^{35th}
Northampton	Coventry	Direct	3.29	22259000	350	0	0	1 ^{35th}
Wolverhampton	Birmingham New Street	Direct	3.31	12256320	350	36 ^{24th}	35 ^{24th}	17 ^{13th}
Birmingham New Street	Great Malvern	Five Ways	3.50	22329000	170	2	3 ^{35th}	1
Great Malvern	Worcester Shrub Hill	Direct	3.61	22332000	170	0	2 ^{35th}	1 ^{35th}

¹ Rights shall expire at 01.59 on the Subsidiary Change Date 18th May 2025 ^{34th} ^{35th}

OFFICIAL

1						2		
Service Group EJ04 West Midlands Inter Urban ¹								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Birmingham New Street	Crewe	Penkridge / Madeley	4.1	22300000	350/110	2 ^{24th}	2	1
Crewe	Birmingham New Street	Penkridge / Madeley	4.4	22300000	350/110	2 ^{324th}	1	1
Birmingham New Street	Shrewsbury	Wolverhampton	4.8	22266000	170	34 ^{24th}	32	15
Shrewsbury	Birmingham New Street	Wolverhampton	4.9	22266000	170	32 ^{24th}	33	14
Birmingham New St	Crewe	Stoke-on-Trent, Penkridge	4.14	22300000	350/110	17 ^{13th}	18 ^{24th}	15 ^{13th}

¹ Rights shall expire at 01.59 on the Subsidiary Change Date 18th May 2025 ^{34th}

² Required to operate as a 4 Carriage Unit only between Birmingham New Street and Crewe until the right expires at 01:59 on the Subsidiary Change Date 18th May 2025 ^{34th}

³ Required to operate as a 4 Carriage Unit only between Crewe and Birmingham New Street until the right expires at 01:59 on the Subsidiary Change Date 18th May 2025 ^{34th}

OFFICIAL

1						2					
7 th Service Group EJ05 WCML: London – Northampton											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday ³	Peak times ¹		Off-Peak times ²	Saturday	Sunday
							morning Peak	evening Peak			
London Euston	Milton Keynes Central	Direct	5.4	22209000	319	34 ^{35th}	0	6 ^{13th}	28 ^{35th}	28 ^{35th}	18 ^{35th}
Milton Keynes	Northampton	Direct	5.25	22209000	350	3 ^{35th}	0	0	3 ^{35th}	1 ^{13th}	0
London Euston	Northampton	Direct	5.42 (110)	22209000	350/110	32	0	8	24	23 ^{35th}	18 ^{35th}

¹ Rights shall expire at 01.59 on the Subsidiary Change Date 18th May 2025 ^{35th}

OFFICIAL