

Thirty Seventh 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 15 May 2019

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THIS THIRTY SEVENTH SUPPLEMENTAL AGREEMENT is dated 9 December 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) **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 15 May 2019 in a form approved by the Office of Rail and Road 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 in order to amend the Contract as described herein.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Thirty Seventh 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.

2. **EFFECTIVE DATE AND TERM**

The amendments to the Contract as set out in this Supplemental Agreement shall have effect from the Principal Change Date 2024 and shall cease to have effect on the Subsidiary Change Date 2025

3. **AMENDMENTS TO SCHEDULE 5**

- 3.1 Table 2.2 Additional Passenger Train Slots the table shall be deleted in it's entirety and replaced with the tables as set out in Annex A 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.

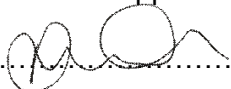
6. **LAW**

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 

Print name Denise Wetton 06/12/24

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by

Print name...Ian McConnell.....

Duly authorised for and on behalf of
WEST MIDLANDS TRAINS

Annex A

Table 2.2: Additional Passenger Train Slots ^{33rd 34th 35th 36th 37th 38th}

1						2		
Service Group EJ01 West Midlands Snow Hill ¹								
Service description						Passenger Train Slots		
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}

1						2		
Service Group EJ02 Trent Valley ¹								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Nuneaton	Coventry	Direct	2.2	22328000	172	18	17	13 ^{34th}
Crewe	Rugby	Madeley	2.31 (110)	22330000	350/110	16 ^{13th}	15	11 ^{34th}

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

1						2		
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 ^{34th}
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 ^{34th}	35 ^{34th}	17 ^{13th}
Birmingham New Street	Great Malvern	Five Ways	3.50	22329000	170	2	3 ^{35th}	1
Worcester Foregate Street	Birmingham New Street	Five Ways	3.54	22329000	170	1 ^{37th}	0	3
Worcester Shrub Hill	Birmingham New Street	Five Ways	3.58	22329000	170	3 ^{37th}	3	3
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 37th}

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 ² 34 th	2	1
Crewe	Birmingham New Street	Penkridge / Madeley	4.4	22300000	350/110	2 ³ 34 th	1	1
Birmingham New Street	Shrewsbury	Wolverhampton	4.8	22266000	170	34 ³⁴ th	33 ³⁷ th	15
Shrewsbury	Birmingham New Street	Wolverhampton	4.9	22266000	170	34 ³⁷ th	33	14
Birmingham New St	Crewe	Stoke-on-Trent, Penkridge	4.14	22300000	350/110	17 ¹³ th	18 ³⁴ th	15 ¹³ th
Stafford	Crewe	Stoke-on-Trent/Penkridge	4.15	22300000	350/110	1 ³⁷ th	0	0

¹ Rights shall expire at 01.59 on the Subsidiary Change Date 18th May 2025 ³⁴th ³⁷th

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

1						2					
7 th Service Group EJ05 WCML: London – Northampton ¹											
Service description						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Total Weekday	Peak times		Off-Peak times	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}