

Twelfth 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 TWELFTH SUPPLEMENTAL AGREEMENT is dated 11 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) **THE CHILTERN RAILWAY COMPANY LTD**, 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 later of:
 - i. 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
 - ii. 02:00 on the Subsidiary Change Date 2025.

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 Principal Change Date 2025.

3. **AMENDMENTS TO THE CONTRACT**

The Contract shall be amended as follows:

- 3.1 In Schedule 5, Table 2.2: Additional Passenger Train Slots, shall be deleted in its

entirety and replaced with the table set out in Annex 1 to this Supplemental Agreement.

- 3.2 Table 4.1 Calling Patterns of Schedule 5 of the Contract, service group HO02 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.

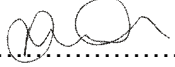
6. **LAW**

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

7. **COUNTERPARTS**

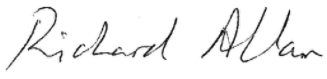
This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

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 11-12-24

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 2.2: Additional Passenger Train Slots*

1					2		
Service Group - HO02 - Birmingham							
Service description					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Banbury	London Marylebone	High Wycombe	2.01	25530004	0	2 ¹	0
London Marylebone	Banbury	High Wycombe	2.11	25530004	0	1 ¹	0

1 Expires on the Principal Change Date in 2025

Annex 2*Table 4.1: Calling Patterns*

1					2		3
Service Group - HO02 - Birmingham							
Service description							
From	To	Via	Description	TSC	Regular Calling Pattern	Additional stations	
Banbury	London Marylebone	High Wycombe	2.01	25530004	Bicester North, Haddenham & Thame Parkway, Princes Risborough (up to 2 calls), High Wycombe	Kings Sutton, Saunderton, Beaconsfield, Seer Green and Jordans, Gerrards Cross, Wembley Stadium	
Bicester North	Birmingham Moor Street	Direct	2.02	25530004	Banbury, Leamington Spa, Warwick, Warwick Parkway, Hatton, Dorridge, Solihull	N/A	
Bicester North	London Marylebone	High Wycombe	2.03	25530004	Haddenham & Thame Parkway, Princes Risborough, High Wycombe, Beaconsfield, Gerrards Cross, Denham Golf Club, Denham	N/A	
Birmingham Moor Street	Leamington Spa	Direct	2.04	25530004	Solihull, Dorridge, Lapworth, Hatton, Warwick Parkway (up to 2 calls), Warwick	N/A	
Birmingham Snow Hill	Banbury	Direct	2.05	25530004	Birmingham Moor Street, Solihull, Dorridge, Warwick Parkway, Warwick, Leamington Spa	Lapworth, Hatton	

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Birmingham Snow Hill	Leamington Spa	Direct	2.06	25530004	Birmingham Moor Street, Solihull, Dorridge, Lapworth, Hatton, Warwick Parkway, Warwick	N/A
High Wycombe	Birmingham Moor Street	Direct	2.07	25530004	Saunderton, Princes Risborough, Haddenham & Thame Parkway, Bicester North, Kings Sutton, Banbury, Leamington Spa, Warwick, Warwick Parkway, Hatton, Lapworth, Dorridge, Solihull	N/A
Leamington Spa	Birmingham Moor Street	Direct	2.08	25530004	Warwick, Warwick Parkway (up to 3 calls), Hatton, Lapworth, Dorridge, Solihull	N/A
Leamington Spa	Birmingham Snow Hill	Direct	2.09	25530004	Warwick, Warwick Parkway, Hatton, Lapworth, Dorridge, Solihull, Birmingham Moor Street	N/A
Leamington Spa	Stratford-upon-Avon	Direct	2.10	25530004	Warwick, Hatton, Wilmcote, Stratford-upon-Avon Parkway	Claverdon, Bearley
London Marylebone	Banbury	High Wycombe	2.11	25530004	Wembley Stadium (up to 3 calls), Gerrards Cross (up to 3 calls), Beaconsfield (up to 3 calls), High Wycombe, Princes Risborough (up to 3 calls), Haddenham & Thame Parkway (up to 3 calls), Bicester North	West Ruislip, Denham, Kings Sutton, Beaconsfield ¹ (1 additional), Princess Risborough ¹ (1 additional), Haddenham & Thame Parkway ¹ (1 additional)
Stratford-upon-Avon	Banbury	Direct	2.12	25530004	Warwick, Leamington Spa	Stratford-upon-Avon Parkway, Wilmcote, Hatton
Stratford-upon-Avon	Leamington Spa	Direct	2.13	25530004	Stratford-upon-Avon Parkway, Wilmcote, Hatton, Warwick	Bearley, Claverdon
Stratford-upon-Avon	London Marylebone	High Wycombe	2.14	25530004	Stratford-upon-Avon Parkway, Wilmcote, Bearley, Claverdon, Hatton, Warwick, Leamington Spa, Banbury, Kings Sutton, Bicester North, Haddenham & Thame Parkway, High Wycombe, Seer Green and Jordans, Gerrards Cross, West Ruislip, Northolt Park	N/A
Banbury	Birmingham Moor Street	Direct	2.15	25530004	Leamington Spa, Warwick, Warwick Parkway, Dorridge, Solihull	N/A

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Birmingham Moor Street	Banbury	Direct	2.16	25530004	Solihull, Dorridge, Lapworth, Hatton, Warwick Parkway, Warwick, Leamington Spa	N/A
Birmingham Moor Street	London Marylebone	High Wycombe	2.17	25530004	Solihull, Dorridge, Warwick Parkway, Warwick, Leamington Spa, Banbury, Bicester North, Haddenham & Thame Parkway (up to 5 calls), High Wycombe (up to 8 calls)	Lapworth, Hatton, Kings Sutton, Princes Risborough, Saunderton
Birmingham Moor Street	London Marylebone	High Wycombe	2.18	25530004	Solihull, Dorridge, Warwick Parkway, Warwick, Leamington Spa, Banbury, Bicester North, Haddenham & Thame Parkway, Princes Risborough (up to 11 calls), High Wycombe (up to 15 calls)	Lapworth, Hatton, Kings Sutton, Saunderton, Beaconsfield, Seer Green and Jordans, Gerrards Cross, Denham, West Ruislip, South Ruislip, Northolt Park, Wembley Stadium
Birmingham Snow Hill	London Marylebone	High Wycombe	2.19	25530004	Birmingham Moor Street, Solihull, Dorridge, Warwick Parkway, Warwick, Leamington Spa, Banbury, Bicester North, Haddenham & Thame Parkway, Princes Risborough (up to 4 calls), Saunderton (up to 4 calls), High Wycombe	Kings Sutton, Wembley Stadium
London Marylebone	Birmingham Moor Street	High Wycombe	2.20	25530004	High Wycombe (up to 11 calls), Haddenham & Thame Parkway (up to 12 calls), Bicester North, Banbury, Leamington Spa, Warwick, Warwick Parkway, Dorridge, Solihull	Gerrards Cross, Beaconsfield, Princes Risborough, Kings Sutton
London Marylebone	Birmingham Moor Street	High Wycombe	2.21	25530004	High Wycombe (up to 15 calls), Princes Risborough (up to 14 calls), Haddenham & Thame Parkway, Bicester North, Banbury, Leamington Spa, Warwick, Warwick Parkway, Dorridge, Solihull	Kings Sutton, Hatton, Lapworth
London Marylebone	Birmingham Snow Hill	High Wycombe	2.22	25530004	High Wycombe (up to 7 calls), Princes Risborough (up to 2 calls), Haddenham & Thame Parkway (up to 6 calls), Bicester North, Banbury, Leamington Spa, Warwick, Warwick Parkway, Dorridge, Solihull, Birmingham Moor Street	Kings Sutton, Hatton, Lapworth

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London Marylebone	Stourbridge Junction	High Wycombe	2.23	25530004	Haddenham & Thame Parkway, Bicester North, Banbury, Leamington Spa, Warwick, Warwick Parkway, Dorridge, Solihull, Birmingham Moor Street, Birmingham Snow Hill, Rowley Regis	High Wycombe, Princes Risborough, Kings Sutton, Hatton, Lapworth, Jewellery Quarter, The Hawthorns, Smethwick Galton Bridge HL, Langley Green, Old Hill, Cradley Heath, Lye
Stourbridge Junction	London Marylebone	High Wycombe	2.24	25530004	Rowley Regis, Birmingham Snow Hill, Birmingham Moor Street, Solihull, Dorridge, Warwick Parkway, Warwick, Leamington Spa, Banbury, Bicester North, Haddenham & Thame Parkway	Cradley Heath, Smethwick Galton Bridge HL, The Hawthorns, Jewellery Quarter, Princes Risborough, High Wycombe

1 Expires on the Principal Change Date in 2025