

**SECOND SUPPLEMENTAL AGREEMENT**

**between**

**AMEY KEOLIS INFRASTRUCTURE / SEILWAITH AMEY KEOLIS LIMITED**

**and**

**KEOLIS AMEY OPERATIONS / GWEITHREDIADAU KEOLIS AMEY LIMITED**

---

**relating to Schedule 5 of the Track Access Contract**

---

## THIS SECOND SUPPLEMENTAL AGREEMENT

is dated 28<sup>th</sup> January 2021 and made between:

- (1) **AMEY KEOLIS INFRASTRUCTURE / SEILWAITH AMEY KEOLIS LIMITED** (the "**CVL IM**"), a company registered in England under number 11389544, whose registered office is at Transport for Wales CVL Infrastructure Depot Ty Trafnidiaeth, Treforest Industrial Estate, Gwent Road, Pontypridd, United Kingdom CF37 5UT; and
- (2) **KEOLIS AMEY OPERATIONS / GWEITHREDIADAU KEOLIS AMEY LIMITED** (the "**Train Operator**"), a company registered in England under number 11389531, whose registered office is at 2 Callaghan Square, Cardiff CF10 5BT

### Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 24<sup>th</sup> December 2019 pursuant to Section 18 (5) Schedule 4 of the Act (which track access contract is hereafter referred to as the "**Contract**");
- B. The parties now propose to enter into this Supplemental Agreement in order to amend Schedule 5 of the Contract in order to extend all access rights until the contract Expiry Date (Principal Change Date in the year 2024).

**IT IS HEREBY AGREED** as follows:

### 1. 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

"Effective Date" shall mean the later of:

- (a) 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
- (b) 0200 hours on 12th December 2020.

### 2. EFFECTIVE DATE AND DURATION

- 2.1 The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect at the Expiry Date.

### 3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5, delete Table 2.1(a): Passenger Train Slots (Prior to the Principal Change Date (13 December 2020)) in its entirety.
- 3.2 In Schedule 5 rename Table 2.1(b) from "Table 2.1 (b) Passenger Train Slots (Following and including the Principal Change Date (13 December 2020))" to "Table 2.1 Passenger Train Slots."
- 3.3 In Schedule 5 Table 2.1 (as revised) make the following amendments:
  - a. In Table 2.1 description "CVL5.1.1.1" in the "Sunday" column delete "50" and replace with "65".

- b. In Table 2.1 description "CVL5.1.1.4" in the "Sunday" column delete "49" and replace with "64".
- c. In Table 2.1 description "CVL5.3.1" in the "Total Weekday" column delete "2" and replace with "1"
- d. In Table 2.1 description "CVL5.3.1" in the weekday "Off-peak times" column delete "2" and replace with "1"
- e. In Table 2.1 description "CVL5.3.1" in the "Total Saturday" column delete "2" and replace with "1"
- f. In Table 2.1 description "CVL5.3.1" in the Saturday "Peak" column delete "1" and replace with "0"
- g. In Table 2.1 description "CVL5.3.2" in the "Total Weekday" column delete "30" and replace with "31"
- h. In Table 2.1 description "CVL5.3.2" in the weekday "Off-peak times" column delete "21" and replace with "22"
- i. In Table 2.1 description "CVL5.3.2" in the "Total Saturday" column delete "29" and replace with "30"
- j. In Table 2.1 description "CVL5.3.2" in the Saturday "Off -peak" column delete "15" and replace with "16"
- k. In Table 2.1 description "CVL5.3.3" in the "Total Weekday" column delete "28" and replace with "29"
- l. In Table 2.1 description "CVL5.3.3" in the weekday "Off-peak times" column delete "19" and replace with "20"
- m. In Table 2.1 description "CVL5.3.3" in the "Total Saturday" column delete "28" and replace with "30"
- n. In Table 2.1 description "CVL5.3.3" in the Saturday "Peak" column delete "14" and replace with "15"
- o. In Table 2.1 description "CVL5.3.3" in the Saturday "Off-peak" column delete "14" and replace with "15"
- p. In Table 2.1 description "CVL5.7.1" in the "Sunday" column delete "7" and replace with "8"
- q. In Table 2.1 description "CVL5.7.3" in the "Sunday" column delete "7" and replace with "8"
- r. In Table 2.1 description "CVL5.8.1" in the "Total Weekday" column delete "5" and replace with "4"
- s. In Table 2.1 description "CVL5.8.1" in the Weekday "Off-peak" column delete "2" and replace with "1"
- t. In Table 2.1 description "CVL5.8.5" in the "Total Weekday" column delete "0" and replace with "1"
- u. In Table 2.1 description "CVL5.8.6" in the "Sunday" column delete "7" and replace with "14"
- v. In Table 2.1 description "CVL5.9.2" in the "Sunday" column delete "0" and replace with "12"
- w. In Table 2.1 description "CVL5.9.4" in the "Sunday" column delete "0" and replace with "12"
- x. In Table 2.1 description "CVL5.9.5" in the "Sunday" column delete "7" and replace with "13"

- y. In Table 2.1 description "CVL5.9.7" in the "Sunday" column delete "6" and replace with "12"
- z. In Table 2.1 description "CVL5.9.8" in the "Sunday" column delete "4" and replace with "0"

- 3.4 In Schedule 5 delete paragraph 2.1 in its entirety and replace with "Not used".
- 3.5 In Schedule 5 paragraph 2.3 delete all references to "(a) or Table 2.1(b) (as applicable)".
- 3.6 In Schedule 5 paragraph 2.4 delete all references to "(a) or Table 2.1(b) (as applicable)".
- 3.7 In Schedule 5 delete paragraph 5.1 in its entirety and replace with the following:

"5.1 In order to provide the Services specified in this Schedule 5, subject to obtaining any necessary route clearance for the route in question, the Train Operator has:

- (a) Firm Rights to operate the following railway vehicles:

Class 37, Class 142, Class 143,  
 Class 150, Class 153, Class 158,  
 Class 175, Class 67  
 locomotive, Mark II rolling  
 stock, Mark III rolling stock, Mark  
 III Driving Van Trailer, Class 769.

and

- (b) Contingent Rights to operate any railway vehicles registered with RSSB's R2 system (incorporating the former Rolling Stock Library).

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".

- 3.8 In Schedule 5 delete Paragraph 3 "(Not used)" and replace with the following:

"3. Rescue locomotives for class 769 units

3.1 The Train Operator will provide a class 37 rescue locomotive capable of assisting and recovering a failed class 769 unit at its own cost.

3.2 The class 37 rescue locomotive shall be provided until such time that class 769 TW18 modification to allow a class 769 unit to recover a failed class 769 unit has been fitted to all class 769 units operated by or on behalf of the Train Operator.

**4. 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 Effective Date 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.

**5. LAW**

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

**6. 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.

**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.

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

SIGNED BY

for and on behalf of

**AMEY KEOLIS INFRASTRUCTURE /)  
SEILWAITH AMEY KEOLIS LIMITED**

*Simon Rheden*

Simon RHEDEN

SIGNED BY

for and on behalf of

**KEOLIS AMEY OPERATIONS )  
/GWEITHREDIADAU KEOLIS AMEY )  
LIMITED )  
)**

*Steffen*