

**NINTH SUPPLEMENTAL AGREEMENT**

**between**

**SEILWAITH AMEY CYMRU / AMEY INFRASTRUCTURE WALES LIMITED  
and**

**TRANSPORT FOR WALES RAIL LTD**

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**relating to the Track Access Contract (Passenger Services) dated 24 December 2019**

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## THIS NINTH SUPPLEMENTAL AGREEMENT

is dated 1<sup>st</sup> February 2024 and made between:

- (1) **SEILWAITH AMEY CYMRU / AMEY INFRASTRUCTURE WALES LIMITED**, 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 (the "**CVL IM**"); and
- (2) **TRANSPORT FOR WALES RAIL LTD**, a company registered in England under number 12619906, whose registered office is at 3 Llys Cadwyn, Pontypridd, Wales CF37 4TH (the "**Train Operator**").

### Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 24<sup>th</sup> December 2019 pursuant to Section 18(6) of the Act, as amended by supplemental agreements from time to time, each in a form approved by ORR pursuant to section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the "**Contract**").
- B. The parties now propose to enter into this Supplemental Agreement in order to make amendments to the Contract on the terms set out below.

**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
- 1.2 "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) 02:00 on the Subsidiary Change Date 2024

## 2 EFFECTIVE DATE AND DURATION

- 2.1 The amendments made to the Contract pursuant to this Supplemental Agreement 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 of the Contract:**

- a) Table 2.1 of Schedule 5 shall be deleted in its entirety and replaced with the version set out in Annex 1 to this Supplemental Agreement,
- b) Table 4.1 of Schedule 5 shall be deleted in its entirety and replaced with the version set out in Annex 2 to this Supplemental Agreement

### **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 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 INFRASTRUCTURE WALES /** )  
**SEILWAITH AMEY CYMRU LIMITED** )



SIGNED BY )  
 )  
for and on behalf of )  
 )  
**TRANSPORT FOR WALES RAIL LTD** )



**Annex 1**

Service group: HL05													
Service Description: Valley Lines and Cardiff Local Services						Total Weekday	Peak Times		Off-peak times	Total Saturday	Saturday		Sunday
From	To	Via	Description	TSC	Timing Load		Morning Peak	Evening Peak			Peak	Off-peak	
East Boundary	Coryton	Heath Level	Low 5.1.1	25445000	150		34	4			5	24	
Coryton	East Boundary	Heath Level	Low 5.1.2	25445000	150	34	4	5	24	34	16	18	0
East Boundary	Bargoed	Heath Level	High 5.2.1	25448000	150	27	0	0	17	27	16	11	0
Rhymney	East Boundary	Heath Level	High 5.2.2	25448000	150	29	0	0	19	31	16	15	12
Bargoed	East Boundary	Heath Level	High 5.2.3	25448000	150	28	6	8	19	26	16	10	0
Caerphilly	East Boundary	Heath Level	High 5.2.4	25448000	150	27	3	2	17	27	16	11	13
East Boundary	Caerphilly	Heath Level	High 5.2.5	25448000	150	27	2	2	18	27	16	11	12
East Boundary	Rhymney	Heath Level	High 5.2.6	25448000	150	29	7	8	20	33	16	17	12
East Boundary	Ystrad Mynach	Heath Level	High 5.2.7	25448000	150	0	0	0	0	1	0	1	0
Pontypridd	East Boundary	Llandaf	5.3.1	25447000	150	3	5	5	3	3	0	3	0
Treherbert	East Boundary	Llandaf	5.3.2	25447000	150	32	0	0	27	32	16	16	14
East Boundary	Pontypridd	Llandaf	5.3.3	25447000	150	2	0	0	2	2	0	2	1
East Boundary	Treherbert	Llandaf	5.3.4	25447000	150	32	5	5	27	32	16	16	14
East Boundary	Cardiff Queen Street		5.3.5	25447000	150	0	0	0	0	1	0	1	12
Cardiff Queen Street	East Boundary		5.3.6	25447000	150	0	0	0	0	0	0	0	13

Merthyr Tydfil	East Boundary	Llandaf	5.4.1	25446000	150	34	4	5	25	33	16	17	13
East Boundary	Merthyr Tydfil	Llandaf	5.4.2	25446000	150	33	5	5	23	33	16	17	14
Pontypridd	West Boundary	Ninian Park	5.5.1	25441000 / 25440000	150	0	0	0	0	0	0	0	1
Pontypridd	Aberdare		5.5.2	25441000	150	1	0	0	1	1	0	1	0
West Boundary	Aberdare	Ninian Park	5.5.3	25440000 / 25441000	150	32	0	0	24	32	16	16	13
Aberdare	West Boundary	Ninian Park	5.5.4	25440000 / 25441000	150	34	0	0	24	34	16	18	12
Cardiff Queen Street	Cardiff Bay		5.6.1	25430000	150	36	5	0	31	36	16	20	38
Cardiff Bay	East Boundary	Cardiff Queen Street	5.6.2	25430000 / 25447000	150	1	0	0	1	1	0	1	0
Cardiff Bay	Cardiff Queen Street		5.6.3	25430000	150	35	0	5	30	35	16	19	39
East Boundary	Cardiff Bay	Cardiff Queen Street	5.6.4	25447000 / 25430000	150	0	0	0	0	0	0	0	1
Pontypridd	Cardiff Bay	Llandaf	5.6.5	25430000 / 25447000	150	34	5	0	29	34	16	18	13
Cardiff Bay	Pontypridd	Llandaf	5.6.6	25430000 / 25447000	150	34	0	5	29	34	16	18	13

**Annex 2**

1					2	
Service Group: HL05					Calling patterns	
Service Description: Valley Lines and Cardiff Local Services						
From	To	Via	Description	TSC	Regular calling patterns	Additional stations
East Boundary	Coryton	Heath Low Level	5.1.1	25445000	All Stations	N/A
Coryton	East Boundary	Heath Low Level	5.1.2	25445000	All Stations	N/A
East Boundary	Bargoed	Heath High Level	5.2.1	25448000	All Stations except Additional stations	Energlyn & Churchill Park
Rhymney	East Boundary	Heath High Level	5.2.2	25448000	All Stations except Additional stations	Pontlottyn, Tir-Phil, Brithdir, Gilfach Fargoed, Energlyn & Churchill Park
Bargoed	East Boundary	Heath High Level	5.2.3	25448000	All Stations except Additional stations	Energlyn & Churchill Park
Caerphilly	East Boundary	Heath High Level	5.2.4	25448000	All Stations	N/A
East Boundary	Caerphilly	Heath High Level	5.2.5	25448000	All Stations	N/A
East Boundary	Rhymney	Heath High Level	5.2.6	25448000	All Stations except Additional stations	Energlyn & Churchill Park, Gilfach Fargoed, Brithdir, Tir-Phil, Pontlottyn
East Boundary	Ystrad Mynach	Heath High Level	5.2.7	25448000	All Stations except Additional stations	Energlyn & Churchill Park
Pontypridd	East Boundary	Llandaf	5.3.1	25447000	All Stations except Additional stations	Treforest Estate
Treherbert	East Boundary	Llandaf	5.3.2	25447000	All Stations except Additional stations	Treforest Estate
East Boundary	Pontypridd	Llandaf	5.3.3	25447000	All Stations except Additional stations	Treforest Estate

East Boundary	Treherbert	Llandaf	5.3.4	25447000	All Stations except Additional stations	Treforest Estate
East Boundary	Cardiff Queen Street	-	5.3.5	25447000	All Stations	N/A
Cardiff Queen Street	East Boundary	-	5.3.6	25447000	All Stations	N/A
Merthyr Tydfil	East Boundary	Llandaf	5.4.1	25446000	All Stations except Additional stations	Treforest Estate
East Boundary	Merthyr Tydfil	Llandaf	5.4.2	25446000	All Stations except Additional stations	Treforest Estate
Pontypridd	West Boundary	Danescourt	5.5.1	25441000 / 25440000	All Stations	N/A
Pontypridd	Aberdare	Penrhiwceiber	5.5.2	25441000	All Stations	N/A
West Boundary	Aberdare	Danescourt	5.5.3	25440000 / 25441000	All Stations	N/A
Aberdare	West Boundary	Danescourt	5.5.4	25440000 / 25441000	All Stations	N/A
Cardiff Queen Street	Cardiff Bay	-	5.6.1	25430000	All Stations	N/A
Cardiff Bay	East Boundary	Cardiff Queen Street	5.6.2	25430000 / 25447000	All Stations	N/A
Cardiff Bay	Cardiff Queen Street	-	5.6.3	25430000	All Stations	N/A
East Boundary	Cardiff Bay	Cardiff Queen Street	5.6.4	25447000 / 25430000	All Stations	N/A
Pontypridd	Cardiff Bay	Llandaf	5.6.5	25430000 / 25447000	All Stations	N/A
Cardiff Bay	Pontypridd	Llandaf	5.6.6	25430000 / 25447000	All Stations	N/A