

FIFTH SUPPLEMENTAL AGREEMENT

between

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

TRANSPORT FOR WALES RAIL LTD

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

THIS FOURTH SUPPLEMENTAL AGREEMENT

is dated 15th December 2022 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 24th 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

1.1 In this Supplemental Agreement:

- (a) 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
- (b) "**Effective Date**" shall mean:
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.

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 2.2 of Schedule 5 shall be deleted in its entirety.

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) *Keith Bennett*
)
for and on behalf of) *K. BENNETT*
)
AMEY INFRASTRUCTURE WALES /) *COMMERCIAL DIRECTOR*
SEILWAITH AMEY CYMRU LIMITED)

SIGNED BY) *J. Chaudhry*
)
for and on behalf of) **Jan Chaudhry-Van der Velde**
)
TRANSPORT FOR WALES RAIL LTD)
Gyfarwyddwyr Rheoli / Managing Director

Annex 1

1						2							
Service Group: HL05						Passenger Train Slots							
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	
Cardiff Bay	Cardiff Queen Street		CVL 5.1.1	25430000	150	86	n/a	n/a	n/a	86	n/a	n/a	65
East Boundary	Cardiff Bay	Cardiff Queen Street	CVL 5.1.2	25430000	150	0	n/a	n/a	0	0	n/a	n/a	1
Cardiff Bay	East Boundary	Cardiff Queen Street	CVL 5.1.3	25430000	150	1	n/a	n/a	0	1	n/a	n/a	0
Cardiff Queen Street	Cardiff Bay		CVL 5.1.4	25430000	150	87	n/a	n/a	n/a	87	n/a	n/a	64
West Boundary	Radyr	Danescourt	CVL 5.2.1	25440000	150	28	5	5	18	28	16	12	0
Radyr	West Boundary	Danescourt	CVL 5.2.2	25440000	150	28	3	5	20	28	16	12	0
Taffs Well	West Boundary	Danescourt	CVL 5.2.3	25440000	150	0	0	0	0	0	0	0	0
Abercynon	East Boundary	Llandaf	CVL 5.3.1	25441000	150	0	0	0	0	0	0	0	0
Aberdare	East Boundary	Llandaf	CVL 5.3.2	25441000	150	33	4	5	24	33	16	17	11
East Boundary	Aberdare	Llandaf	CVL 5.3.3	25441000	150	32	5	4	23	32	17	15	10
Pontypridd	Aberdare	Abercynon	CVL 5.3.4	25441000	150	1	0	0	1	1	0	1	0

East Boundary	Coryton	Heath Level	Low	CVL 5.6.1	25445000	150	30	7	3	20	30	16	14	0
Coryton	East Boundary	Heath Level	Low	CVL 5.6.2	25445000	150	30	4	5	21	30	15	15	0
East Boundary	Merthyr Tydfil	Llandaf		CVL 5.7.1	25446000	150	31	4	5	22	31	16	15	7
Merthyr Tydfil	Pontypridd	Pentrebach		CVL 5.7.2	25446000	150	0	0	0	0	0	0	0	0
Merthyr Tydfil	East Boundary	Llandaf		CVL 5.7.3	25446000	150	31	4	5	22	31	16	15	8
Pontypridd	Merthyr Tydfil	Pentrebach		CVL 5.7.4	25446000	150	0	0	0	0	0	0	0	0
East Boundary	Pontypridd	Llandaf		CVL 5.8.1	25447000	150	3	2	1	0	0	0	0	0
East Boundary	Treherbert	Llandaf		CVL 5.8.2	25447000	150	28	5	5	18	28	16	12	8
Pontypridd	East Boundary	Llandaf		CVL 5.8.3	22447000	150	0	0	0	0	1	1	0	0
Radyr	East Boundary	Llandaf		CVL 5.8.4	25447000	150	1	1	0	0	1	0	1	0
Taffs Well	East Boundary	Llandaf		CVL 5.8.5	25447000	150	1	1	0	0	0	0	0	0
Treherbert	East Boundary	Llandaf		CVL 5.8.6	25447000	150	29	5	5	19	29	16	13	14
West Boundary	Treherbert	Danescourt		CVL 5.8.7	25447000	150	2	0	0	2	2	0	2	0

Treherbert	West Boundary	Danescourt	CVL 5.8.8	25447000	150	2	0	0	2	2	0	2	0
Bargoed	East Boundary	Heath Level	High CVL 5.9.1	25448000	150	33	2	7	24	33	23	10	0
Caerphilly	East Boundary	Heath Level	High CVL 5.9.2	25448000	150	4	0	0	4	4	0	4	12
East Boundary	Bargoed	Heath Level	High CVL 5.9.3	25448000	150	33	6	5	22	33	24	9	0
East Boundary	Caerphilly	Heath Level	High CVL 5.9.4	25448000	150	5	0	0	5	5	0	5	12
East Boundary	Rhymney	Heath Level	High CVL 5.9.5	25448000	150	18	5	1	12	18	8	10	13
East Boundary	Ystrad Mynach	Heath Level	High CVL 5.9.6	25448000	150	2	0	1	1	2	0	2	0
Rhymney	East Boundary	Heath Level	High CVL 5.9.7	25448000	150	18	5	2	11	18	8	10	12
Ystrad Mynach	East Boundary	Heath Level	High CVL 5.9.8	25448000	150	1	0	0	1	0	0	0	0