

# 36<sup>th</sup> Supplemental Agreement

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**  
as Network Rail

and

**FIRST GREATER WESTERN LIMITED**  
as Train Operator

relating to the Track Access Contract (Passenger Services) dated 4<sup>th</sup> March 2016

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**THIS 36<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated */s/* September 2020 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London NW1 2DN ("Network Rail"); and"
- (2) **FIRST GREATER WESTERN LIMITED**, (the "Train Operator"), a company registered in England under number 05113733 having its registered office at Milford House, 1 Milford Street, Swindon SN1 1HL.

**WHEREAS:**

- (A) The parties entered into a Track Access Contract (Passenger Services) dated 4<sup>th</sup> March 2016 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act which has been amended by various Supplemental Agreements, each in a form approved by ORR pursuant to section 22 of the Act (the "Contract").
- (B) The parties enter into this Supplemental Agreement in order to provide timetable period contingent rights for additional services in EF09.

**IT IS HEREBY AGREED** as follows:

## **1. INTERPRETATION**

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;
- (B) "Effective Date" means 0200hrs on 14<sup>th</sup> September 2020.

## **2. EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall expire at 0200hrs 13th December 2020.

## **3. ORR – GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

## **4. AMENDMENTS TO THE CONTRACT**

- 4.1 In Schedule 5 Table 2.2 the entry for service group EF09 NORTH DOWNS as set out in Annex 1 shall be inserted; and
  
- 4.2 In Schedule 5 Table 4.1 the entry for service group EF09 NORTH DOWNS as set out in Annex 2 shall replace the existing Table 4.1 as it applies for EF09 NORTH DOWNS.

## **5. 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.

## **6. 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.

## 7. LAW

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

## 8. 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.....*Mike Grand*

Duly authorised for and on behalf of  
**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by.....

Print name.....*MATTHEW GOLTON*

Duly authorised for and on behalf of  
**FIRST GREATER WESTERN LIMITED**

## ANNEX 1

Table 2.2: Additional Passenger Train Slots

1					2		
<b>Service Group</b> EF09							
<b>Service Description</b> NORTH DOWNS					<b>Additional Passenger Train Slots</b>		
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Reading	Redhill	Guildford and Reigate	EF09.201	25521007	4	13	0
Redhill	Reading	Guildford and Reigate	EF09.202	25521007	4	13	0



## Annex 2

Table 4.1: Calling Patterns <sup>30th, 38th, 48th</sup>

1					2	3
<b>Service Group</b> EF09						
<b>Service Description</b> NORTH DOWNS						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Reading	Gatwick Airport	Guildford	EF09.101 and EF09.102	25521007	Wokingham, Blackwater, North Camp, Guildford, Dorking Deepdene, Reigate, Redhill	Winnersh, Crowthorne, Sandhurst, Farnborough North, Ash, Wanborough, Shalford, Chilworth, Gomshall, Dorking West, Betchworth
Reading	Gatwick Airport	Guildford	EF09.105	25521007	Wokingham, Guildford, Dorking Deepdene, Reigate, Redhill	Blackwater Winnersh, North Camp Crowthorne, Sandhurst, Farnborough North, Ash, Wanborough, Shalford, Chilworth, Gomshall, Dorking West, Betchworth
Reading	Redhill	Guildford	EF09.103 and EF09.104	25522007	Wokingham, Crowthorne, Sandhurst, Blackwater, Farnborough North, North Camp, Ash, Guildford, Shalford, Chilworth, Gomshall, Dorking West, Dorking Deepdene, Betchworth, Reigate	Wanborough
Reading	Shalford	Guildford	EF09.105 and EF09.106	25522007	Wokingham, Crowthorne, Sandhurst, Blackwater, Farnborough North, North Camp, Ash, Guildford	Wanborough
Redhill	Gatwick Airport	Guildford	EF09.107	25521007	Non-stop	
Reading	Redhill	Guildford	EF09.201 and 202	25521007		Wokingham, Guildford, Shalford, Chilworth Gomshall Dorking West, Dorking Deepdene, , Betchworth, Reigate,