

67th 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 4th March 2016

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THIS 67TH SUPPLEMENTAL AGREEMENT is dated 27th November 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 4th March 2016 on terms approved, and pursuant to directions issued, by ORR under section 18 of the Act.
- (B) The parties enter into this Supplemental Agreement in order to make amendments to Schedule 5 Table 2.1 of the Contract to provide Firm rights for a service change to be introduced on the December 2020 Principal Change date.

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 the later of:
 - 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
 - 0230 hours 13th December 2020.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date.

THIS 67TH SUPPLEMENTAL AGREEMENT is dated 27th November 2020 and made

BETWEEN:

- (3) **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”
- (4) **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 4th March 2016 on terms approved, and pursuant to directions issued, by ORR under section 18 of the Act.
- (B) The parties enter into this Supplemental Agreement in order to make amendments to Schedule 5 Table 2.1 of the Contract to provide Firm rights for a service change to be introduced on the December 2020 Principal Change date.

IT IS HEREBY AGREED as follows:

3. 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 the later of:
- 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
 - 0230 hours 13th December 2020.

4. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date.

1. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5 Table 2.1 of the Contract, the section relating to service group EF04 shall be deleted and replaced by the entry set out in Annex 1.

2. 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.

3. 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.

4. LAW

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

5. 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
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

name...Mike Gallop.....

SIGNED

by.....

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

name.....

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.....

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 2.1 Passenger Train Slots 1st, 10th, 14th, 20th, 22nd, 30th, 38th, 48th, 55th, 49th, 58th

1						2					
Service Group		EF 04									
Service Description		LONDON - WEST OF ENGLAND									
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
London Paddington	Plymouth	Hungerford, Castle Cary and Taunton	EF04.101	25397003	800	0	2 FO 2 FSX	7 FSX 6 FO	9 FSX 8 FO	6 WP 5 SP	8 WP 6 SP
Plymouth	London Paddington	Taunton, Castle Cary and Hungerford	EF04.102	25397003	800	3	0	5 FO 5FSX	8 FO 8 FSX	6 WP 3 SP	7 WP 5 SP
London Paddington	Plymouth	Chippenham	EF04.103	25397003	800	0	0	0	0	0	2 ⁴
Plymouth	London Paddington	Weston-super-Mare and Chippenham	EF04.104	25397003	800	0	0	0	0	0	4
London Paddington	Penzance	Hungerford, Castle Cary and Taunton	EF04.105	25397003	800	0	3	8 FO 7 FSX	10 FSX 11 FO	8 WP 11 SP	7 WP 8 SP
Penzance	London Paddington	Taunton, Castle Cary and Hungerford	EF04.106	25397003	800	0	1	10	11	8 WP 11 SP	7 WP 8 SP
London Paddington	Penzance	Chippenham	EF04.107	25397003	800	0	0	0	0	1	1
Penzance	London Paddington	Chippenham	EF04.108	25397003	800	0	0	1	1	1	0

OFFICIAL

1						2					
Service Group		EF 04									
Service Description		LONDON - WEST OF ENGLAND									
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
London Paddington	Paignton	Hungerford, Castle Cary and Taunton	EF04.109	25397003	800	0	1	2	3	1 WP 3 SP	1
Paignton	London Paddington	Taunton, Castle Cary and Hungerford	EF04.110	25397003	800	0	0	3	3	3 SP 1 WP	1
Paignton	London Paddington	Weston-super-Mare and Chippenham	EF04.112	25397003	800	0	0	0	0	0	1
London Paddington	Exeter St Davids	Hungerford, Castle Cary and Taunton	EF04.113 (Exeter Service)	25397003	800	0	1FSX	2	3	3	4
Exeter St Davids	London Paddington	Taunton, Castle Cary and Hungerford	EF04.114 (Exeter Service)	25397003	800	0	0	1	1	4	4
London Paddington	Taunton	Hungerford and Castle Cary	EF04.115	25397003	800	0	0	0	0	0	0
Taunton	London Paddington	Castle Cary and Hungerford	EF04.116	25397003	800	0	0	0	0	1 WP 0 SP	0
London Paddington	Frome	Hungerford and Westbury	EF04.117	25397003	800	0	1	0	1	0	0

1						2					
Service Group EF 04											
Service Description LONDON - WEST OF ENGLAND											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Frome	London Paddington	Westbury and Hungerford	EF04.118	25397003	800	1	0	0	1	0	0
Bristol Temple Meads	London Paddington	Hungerford	EF04.119 (Westbury Service)	25397003	800	1	0	0	1	0	0
London Paddington	Newquay	Hungerford, Castle Cary and Taunton	EF04.120	25397003	800	0	0	0	0	0 WP 2 SP	0 WP 1 SP
Newquay	London Paddington	Taunton, Castle Cary and Hungerford	EF04.121	25397003	800	0	0	0	0	0 WP 3 SP	0 WP 1 SP
London Paddington	Penzance	whichever route is open	EF04.122 (Sleeper Service)	25396002	75-57350	0	0	1	1	0	1
Penzance	London Paddington	whichever route is open	EF04.123 (Sleeper Service)	25396002	75-57350	0	0	1	1	0	1

Notes to Table:

¹ Peak times – arriving London Paddington between 07.30 and 10.01, departing London Paddington between 16.30 and 19.00

² Off-Peak times - arriving at and departing from a relevant station outside Peak times

³ Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

⁴ Plus 1 right between 28/06/2020 and 13/09/2020 to facilitate an extended London Paddington to Bristol Temple Meads service.