

78th 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 78TH SUPPLEMENTAL AGREEMENT is dated 2nd August 2022 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 17 of the Act.

The parties propose to enter into this Supplemental Agreement in order to make amendments to Annex B to Part 3 of Schedule 4, Table 2.1 of Schedule 5 and Service Group EF11 in Appendix 1 of Schedule 8 within the Track Access Contract to introduce Okehampton as a contractual monitoring point.

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
 - 0200 Hours Sunday 21st August 2022.

2. EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1** In Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights, the entry for GW608 Crediton to Meldon (Okehampton Line), as set out in Annex 1, shall be inserted immediately after the entry for GW606 Cowley Bridge to Barnstaple and immediately before the entry for GW620 Newton Abbot West Jn to Goodrington C.S.
- 3.2** In Schedule 5, Table 2.1, the entry for Service Group EF11 shall be replaced with the entry set out in Annex 2.
- 3.3** The Service Group for EF11 in Appendix 1 of Schedule 8 shall be deleted and replaced with the entry set out in Annex 3.

4. 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.

5. 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.

6. LAW

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

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: Mike Gallop
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..... 

Print name..... Mark Hopwood
Duly authorised for and on behalf of
FIRST GREATER WESTERN LIMITED

ANNEX 1

Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights

GW606 Cowley Bridge Jn to Barnstaple																		
Exeter St Davids (EXD)	Barnstaple (BNP)			FGW129	EF13: Bus replacement Exeter St Davids to Barnstaple, trains restart at Exeter.		EF11	100%	EXD	BNP	39.00	0					0	0
																	0	0
																	0	0
GW608 Crediton to Meldon (Okehampton Line)																		
Crediton (CDI)	Okehampton (OKE)	Full blockage.		FGW148	EF11: Bus replacement Crediton to Okehampton.		EF11	100%	CDI	OKE	18.00	0					0	0
																	0	0
																	0	0
GW620 Newton Abbot West Jn to Goodrington C.S.																		
Newton Abbot (NTA)	Paignton (PGN)			FGW130	EF13: Bus replacement Newton Abbot to Paignton, trains restart at Newton Abbot.		EF11	100%	PGN	NTA	8.25	0					0	0
																	0	0
																	0	0

ANNEX 2

SCHEDULE 5 : THE SERVICES AND THE SPECIFIED EQUIPMENT

Table 2.1 : Passenger train slots

1						2		
Service Group EF11								
Service Description EXETER SUBURBAN						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Paignton	Exmouth		EF11.101	25462001 and 25482001	150	30	30	16
Exeter St. Davids	Exmouth		EF11.102	25482001	150	7	7	10
Barnstaple	Exeter Central		EF11.103	25480001 and 25482001	150	1	0	0
Barnstaple	Exeter St. Davids		EF11.104	25480001	150	3	4	3
Exmouth	Exeter St. Davids		EF11.105	25482001	150	3	4	11
Exmouth	Exeter Central		EF11.106	25482001	150	0	0	0
Exmouth	Paignton		EF11.107	25482001 and 25462001	150	32	32	15
Exeter Central	Barnstaple		EF11.109	25482001 and 25480001	150	0	0	5
Exeter St Davids	Barnstaple		EF11.110	25480001	150	3	3	1
Paignton	Exeter St. Davids		EF11.111	25462001	150	6	6	1
Paignton	Newton Abbot		EF11.112	25462001	150	0	2	0
Plymouth	Exeter St. Davids		EF11.113	25462001	150	12	9 WP 12SP	9
Exeter St. Davids	Paignton		EF11.114	25462001	150	3	3	1
Newton Abbot	Paignton		EF11.115	25462001	150	0	0	0

OFFICIAL

1						2		
Service Group EF11								
Service Description EXETER SUBURBAN						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Exeter St. Davids	Plymouth		EF11.116	25462001	150	13	13WP 14SP	10
Exeter Central	Paignton		EF11.119	25462001	150	0	0	1
Barnstaple	Exeter St James Park		EF11.120	25480001 and 25482001	150	13	14	10
Exeter St James Park	Barnstaple		EF11.121	25482001 and 25480001	150	14	14	10
Okehampton	Exeter St Davids		EF11.123	25480001	150	3	3	5
Okehampton	Exeter Central		EF11.124	25482001 and 25480001	150	12	12	8
Exeter St Davids	Okehampton		EF11.123	25480001	150	3	3	3
Exeter Central	Okehampton		EF11.124	25480001 and 25482001	150	12	12	10

Notes to Table:

None

ANNEX 3

APPENDIX 1 OF SCHEDULE 8

A	B	C	D	E	F	G	H		I	J	K	
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate	Performance Point	Payment Rate								
EF11 Devon All Trains	2019-20	£[Redacted]	[Redacted]	£[Redacted]	50	270	462	Exeter - Paignton/Plymouth (Locals)	Forward	Newton Abbot	[Redacted]	
	[Redacted]						462	Exeter - Paignton/Plymouth (Locals)	Forward	Paignton	[Redacted]	
	2020-21						[Redacted]	462	Exeter - Paignton/Plymouth (Locals)	Forward	Plymouth	[Redacted]
	[Redacted]						462	Exeter - Paignton/Plymouth (Locals)	Reverse	Newton Abbot	[Redacted]	
	2021-22						[Redacted]	462	Exeter - Paignton/Plymouth (Locals)	Reverse	Exeter St Davids	[Redacted]
	[Redacted]						480	Exeter - Barnstaple	Forward	Barnstaple	[Redacted]	
	2022-23						[Redacted]	480	Exeter - Barnstaple	Reverse	Exeter St Davids	[Redacted]
	[Redacted]						480	Exeter - Okehampton	Forward	Okehampton	[Redacted]	
	2023-24						[Redacted]	482	Exeter - Exmouth	Forward	Exeter Central	[Redacted]
	[Redacted]						482	Exeter - Exmouth	Forward	Exeter St Davids	[Redacted]	
	[Redacted]						482	Exeter - Exmouth	Reverse	Exeter Central	[Redacted]	
	[Redacted]						482	Exeter - Exmouth	Reverse	Exmouth	[Redacted]	