

50th 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 50TH SUPPLEMENTAL AGREEMENT is dated 20th April 2023 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW (“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 agree to enter into this 50th Supplemental Agreement from the date the Office of Rail of Road issues its Approval of the terms pursuant to Section 22 of the Act in order primarily within Schedule 8 Appendix One to take cognizance of the train service change that occurred in Dec 2019 whereby a significant number of rights for trains were transferred from GWR ownership to ownership by another operator, and at the same time to take the opportunity to amend various Schedules within the Contract to remove reference to service group EF06. The Schedules 4 and 8 changes are to be backdated via this Supplemental Agreement to PCD (December) 2019

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.

2. EFFECTIVE DATE AND TERM

- 2.1 “Effective Date” means the date on which the Office of Rail and Road issues its approval of the terms of this Supplemental Agreement pursuant to Section 22 of the Act.
- 2.2 Notwithstanding the Effective Date, the amendments to the contract as set out in Paragraph 3.1 to 3.7 of this Supplemental Agreement shall be applied retrospectively from 8th December 2019 (P10 2019/2020).
- 2.3 The amendments to the contract shall cease to have effect at the Expiry Date or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1. In Schedule 4 Paragraph 4 “Costs compensation for Network Rail Restrictions of Use”, paragraph 4.2 (b) (ii) shall be deleted and replaced with:

“in respect of every other Service Group that is not an LSE Service Group, £10.73, where “LSE Service Group” means any of the following Service Groups: Service Group EF05 (Off-Peak), Service Group EF05 (Peak), Service Group EF07, Service Group EF08, and Service Group EF09.”;
- 3.2. In Schedule 4, “Annex A to Part 3 of Schedule 4– Notification Factors”, the table shall be deleted and replaced with the entry set out in Annex 1
- 3.3. In Schedule 4, “Annex C of Part 3 to Schedule 4 – Payment rate per train mile”, the table shall be deleted and replaced entry as set out in Annex 2;
- 3.4. In Schedule 4, “Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue”, the table shall be deleted and replaced with the entry set out in Annex 3
- 3.5. In Schedule 8 Appendix 1, the entries for service groups EF05 Off Peak, EF05 Peak, EF07 and EF08 shall be deleted and replaced by the entries set out in Annex 4.
- 3.6. In Schedule 8 Appendix 1, the entries for service groups EF06 Off Peak and EF06 Peak shall be deleted.
- 3.7. In Schedule 8, Appendix 3 shall be deleted and replaced by the entry set out in Annex 5.

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.

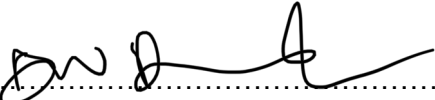
6. LAW


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 DAVID DAVIDSON
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED


SIGNED by.....
Print name..... Richard Rowland - CS&O Director
Duly authorised for and on behalf of
FIRST GREATER WESTERN LIMITED

Annex 1**Annex A to Part 3 of Schedule 4 – Notification Factors**

	A	B	C	D	E
Service Group Description	Service Group Code	Type	By D-26	By TW-22	After TW-22
First Greater Western Limited					
London - Bristol	EF01	All Trains	0.44	0.44	0.92
London - South Wales	EF02	All Trains	0.44	0.44	0.92
London - Cotswolds	EF03	All Trains	0.44	0.44	0.92
London - West of England	EF04	All Trains	0.44	0.44	0.92
Outer Thames Valley - London	EF05	Off Peak	0.44	0.44	0.92
Outer Thames Valley - London	EF05	Peak	0.44	0.44	0.92
Reading & Oxford Suburban	EF07	All Trains	0.69	0.69	0.90
Thames Valley Branches	EF08	All Trains	0.69	0.69	0.90
North Downs	EF09	All Trains	0.44	0.44	0.92
Bristol Suburban	EF10	All Trains	0.36	0.36	0.93
Devon	EF11	All Trains	0.36	0.36	0.93
Plymouth & Cornwall	EF12	All Trains	0.36	0.36	0.93
South Wales - South Coast	EF13	All Trains	0.36	0.36	0.93

ANNEX 2

ANNEX C OF PART 3 TO SCHEDULE 4 – Payment rate per train mile

Service Group	Description	Compensation Rate	Total Train Cost per Mile (Pence)
EF01	London – Bristol (All Trains)	Other	[Redacted]
EF02	London - South Wales (All Trains)	Other	[Redacted]
EF03	London – Cotswolds (All Trains)	Other	[Redacted]
EF04	London - West of England (All Trains)	Other	[Redacted]
EF05	Outer Thames Valley - London (Off Peak)	LSE	[Redacted]
EF05	Outer Thames Valley - London (Peak)	LSE	[Redacted]
EF07	Reading & Oxford Suburban (All Trains)	LSE	[Redacted]
EF08	Thames Valley Branches (All Trains)	LSE	[Redacted]
EF09	North Downs (All Trains)	LSE	[Redacted]
EF10	Bristol Suburban (All Trains)	Other	[Redacted]
EF11	Devon (All Trains)	Other	[Redacted]
EF12	Plymouth & Cornwall (All Trains)	Other	[Redacted]
EF13	South Wales - South Coast (All Trains)	Other	[Redacted]

ANNEX 3**ANNEX D TO PART 3 OF SCHEDULE 4 – Defined Service Group Revenue**

Service Group	Description	Defined Service Group Revenue
EF01	London - Bristol (All Trains)	[Redacted]
EF02	London - South Wales (All Trains)	[Redacted]
EF03	London - Cotswolds (All Trains)	[Redacted]
EF04	London - West of England (All Trains)	[Redacted]
EF05	Outer Thames Valley - London (Off-Peak)	[Redacted]
EF05	Outer Thames Valley - London (Peak)	[Redacted]
EF07	Reading & Oxford Suburban (All Trains)	[Redacted]
EF08	Thames Valley Branches (All Trains)	[Redacted]
EF09	North Downs (All Trains)	[Redacted]
EF10	Bristol Suburban (All Trains)	[Redacted]
EF11	Devon (All Trains)	[Redacted]
EF12	Plymouth & Cornwall (All Trains)	[Redacted]
EF13	South Wales - South Coast (All Trains)	[Redacted]

ANNEX 4

Appendix 1 to Schedule 8

A	B		C	D	E	F	G	H		I	J	K
Service Group	Network Rail		Payment Rate	TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point			Performance Point	Payment Rate							
EF05 Outer Thames Valley - London Off-Peak	2019-20	Redacted	[Redacted]	[Redacted]	[Redacted]	35	186	506	London Paddington - Oxford (stopping services)	Forward	Reading	[Redacted]
	2020-21	Redacted						506	London Paddington - Oxford (stopping services)	Forward	Oxford	[Redacted]
	2021-22	Redacted						506	London Paddington - Oxford (stopping services)	Forward	Didcot Parkway	[Redacted]
	2022-23	Redacted						506	London Paddington - Oxford (stopping services)	Forward	Maidenhead	[Redacted]
	2023-24	Redacted						506	London Paddington - Oxford (stopping services)	Reverse	London Paddington	[Redacted]
								506	London Paddington - Oxford (stopping services)	Reverse	Reading	[Redacted]
								506	London Paddington - Oxford (stopping services)	Reverse	Didcot Parkway	[Redacted]
								506	London Paddington - Oxford (stopping services)	Reverse	Slough	[Redacted]
								507	London Paddington - Oxford/Banbury	Forward	Reading	[Redacted]
								507	London Paddington - Oxford/Banbury	Forward	Oxford	[Redacted]
								507	London Paddington - Oxford/Banbury	Reverse	London Paddington	[Redacted]
								507	London Paddington - Oxford/Banbury	Reverse	Reading	[Redacted]
								517	London Paddington - Bedwyn/Newbury	Forward	Newbury	[Redacted]
								517	London Paddington - Bedwyn/Newbury	Forward	Reading	[Redacted]

								517	London Paddington - Bedwyn/Newbury	Forward	Bedwyn	Redacted
								517	London Paddington - Bedwyn/Newbury	Reverse	London Paddington	Redacted
								517	London Paddington - Bedwyn/Newbury	Reverse	Reading	Redacted
EF05 Outer Thames Valley - London Peak	2019-20	Redacted	Redacted	Redacted	Redacted	30	150	506	London Paddington - Oxford (stopping services)	Forward	Reading	Redacted
	2020-21	Redacted						506	London Paddington - Oxford (stopping services)	Forward	Didcot Parkway	Redacted
	2021-22	Redacted						506	London Paddington - Oxford (stopping services)	Forward	Maidenhead	Redacted
	2022-23	Redacted						506	London Paddington - Oxford (stopping services)	Reverse	London Paddington	Redacted
	2023-24	Redacted						506	London Paddington - Oxford (stopping services)	Reverse	Reading	Redacted
			506	London Paddington - Oxford (stopping services)	Reverse	Slough		Redacted				
			507	London Paddington - Oxford/Banbury	Forward	Reading		Redacted				
			507	London Paddington - Oxford/Banbury	Forward	Oxford		Redacted				
			507	London Paddington - Oxford/Banbury	Reverse	London Paddington		Redacted				
			507	London Paddington - Oxford/Banbury	Reverse	Reading		Redacted				
			517	London Paddington - Bedwyn/Newbury	Forward	Newbury		Redacted				
			517	London Paddington - Bedwyn/Newbury	Forward	Reading		Redacted				
			517	London Paddington - Bedwyn/Newbury	Forward	Bedwyn		Redacted				
			517	London Paddington - Bedwyn/Newbury	Reverse	London Paddington		Redacted				
			517	London Paddington - Bedwyn/Newbury	Reverse	Reading		Redacted				

EF07 Reading & Oxford Suburban All Trains	2019-20	Redacted	Redacted	Redacted applies until Period 13 2020-21	Redacted	55	270	513	Oxford - Reading (stopping services)	Forward	Didcot Parkway	Redacted
	2020-21	Redacted						513	Oxford - Reading (stopping services)	Forward	Oxford	Redacted
	2021-22	Redacted						513	Oxford - Reading (stopping services)	Reverse	Didcot Parkway	Redacted
	2022-23	Redacted						513	Oxford - Reading (stopping services)	Reverse	Reading	Redacted
	2023-24	Redacted						514	Oxford - Banbury/Stratford Upon Avon	Forward	Banbury	Redacted
			514	Oxford - Banbury/Stratford Upon Avon	Reverse	Oxford		Redacted				
			518	Reading - Basingstoke	Forward	Basingstoke		Redacted				
			518	Reading - Basingstoke	Reverse	Reading		Redacted				
			519	Reading - Newbury - Bedwyn	Forward	Newbury		Redacted				
			519	Reading - Newbury - Bedwyn	Forward	Bedwyn		Redacted				
			519	Reading - Newbury - Bedwyn	Reverse	Newbury		Redacted				
			519	Reading - Newbury - Bedwyn	Reverse	Reading		Redacted				
			524	Oxford - Worcester - Hereford	Forward	Worcester Shrub Hill		Redacted				
			524	Oxford - Worcester - Hereford	Forward	Moreton-in-Marsh		Redacted				
			524	Oxford - Worcester - Hereford	Reverse	Moreton-in-Marsh		Redacted				
		524	Oxford - Worcester - Hereford	Reverse	Oxford	Redacted						
EF08 Thames Valley Branches All Trains	2019-20	Redacted	Redacted	Redacted applies until Period 13 2020-21	Redacted	45	240	508	West Ealing - Greenford	Forward	Greenford	Redacted
	2020-21	Redacted						508	West Ealing - Greenford	Reverse	West Ealing	Redacted
	2021-22	Redacted						509	Maidenhead - Bourne End/Marlow	Forward	Marlow	Redacted
	2022-23	Redacted										

	2023-24 Redacted		Redacted applies from Period 01 2021-22				509	Maidenhead - Bourne End/Marlow	Forward	Bourne End	Redacted
							509	Maidenhead - Bourne End/Marlow	Reverse	Bourne End	Redacted
							509	Maidenhead - Bourne End/Marlow	Reverse	Maidenhead	Redacted
							510	Slough - Windsor	Forward	Windsor & Eton Central	Redacted
							510	Slough - Windsor	Reverse	Slough	Redacted
							511	Twyford - Henley	Forward	Henley-on-Thames	Redacted
							511	Twyford - Henley	Reverse	Twyford	Redacted

ANNEX 5

APPENDIX 3 TO SCHEDULE 8 - SPP THRESHOLD

	Period:	3	6	10	13
2019/20		Redacted	Redacted	Redacted	Redacted
2020/21		Redacted	Redacted	Redacted	Redacted
2021/22		Redacted	Redacted	Redacted	Redacted
2022/23		Redacted	Redacted	Redacted	Redacted
2023/24		Redacted	Redacted	Redacted	Redacted