

# 93<sup>rd</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

## CONTENTS

|    |                                  |   |
|----|----------------------------------|---|
| 1. | INTERPRETATION.....              | 3 |
| 2. | EFFECTIVE DATE AND TERM.....     | 3 |
| 3. | AMENDMENTS TO THE CONTRACT ..... | 4 |
| 4. | GENERAL .....                    | 4 |
| 5. | THIRD PARTY RIGHTS.....          | 4 |
| 6. | LAW.....                         | 4 |
| 7. | COUNTERPARTS.....                | 5 |
| 8. | ANNEX 1 .....                    | 6 |

**THIS 93<sup>rd</sup> SUPPLEMENTAL AGREEMENT** is dated 26<sup>th</sup> July 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 4<sup>th</sup> March 2016 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act.
- (B) The parties enter into this Supplemental Agreement in order to make amendments to Schedule 5 Tables 2.1 of the Contract to provide Firm rights for further service changes introduced under General Approval on the May 2023 Subsidiary 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:
  - (i) 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
  - (ii) 0200 hours 23<sup>rd</sup> August 2023

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

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

### **3. AMENDMENTS TO THE CONTRACT**

3.1 In Schedule 5 Table 2.1, the entries for service group EF 08 shall be replaced by the entries set out in Annex 1.

### **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.....

Marcus Jones

Print

name.....

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**



**SIGNED**

by

name **Richard Rowland – CS&O Director**

Print

Duly authorised for and on behalf of

**FIRST GREATER WESTERN LIMITED**

## Annex 1

Table 2.1 Passenger Train Slots

| 1  |                        |     |             |          |             | 2                     |          |        |
|--|------------------------|-----|-------------|----------|-------------|-----------------------|----------|--------|
| Service Group EF08                         |                        |     |             |          |             |                       |          |        |
| Service Description THAMES VALLEY BRANCHES |                        |     |             |          |             | Passenger Train Slots |          |        |
| From                                       | To                     | Via | Description | TSC      | Timing Load | Weekday               | Saturday | Sunday |
| London Paddington                          | Greenford              |     | EF08.101    | 25508006 | 165 - 1     | 1 Off Peak            | 1        | 0      |
| Greenford                                  | London Paddington      |     | EF08.102    | 25508006 | 165 - 1     | 1 Off Peak            | 1        | 0      |
| Greenford                                  | West Ealing            |     | EF08.103    | 25508006 | 165 - 1     | 31                    | 31       | 0      |
| West Ealing                                | Greenford              |     | EF08.104    | 25508006 | 165 - 1     | 31                    | 31       | 0      |
| Maidenhead                                 | Marlow                 |     | EF08.105    | 25509007 | 165 - 1     | 13                    | 18       | 14     |
| Marlow                                     | Maidenhead             |     | EF08.106    | 25509007 | 165 - 1     | 13                    | 18       | 14     |
| Maidenhead                                 | Bourne End             |     | EF08.107    | 25509007 | 165 - 1     | 12                    | 0        | 0      |
| Bourne End                                 | Maidenhead             |     | EF08.108    | 25509007 | 165 - 1     | 12                    | 0        | 0      |
| Bourne End                                 | Marlow                 |     | EF08.109    | 25509007 | 165 - 1     | 12                    | 0        | 0      |
| Marlow                                     | Bourne End             |     | EF08.110    | 25509007 | 165 - 1     | 12                    | 0        | 0      |
| Slough                                     | Windsor & Eton Central |     | EF08.111    | 25510006 | 165 - 1     | 54                    | 50       | 41     |
| Windsor & Eton Central                     | Slough                 |     | EF08.112    | 25510006 | 165 - 1     | 54                    | 50       | 41     |
| Henley-on-Thames                           | Reading                |     | EF08.113    | 25511007 | 165 - 1     | 1                     | 0        | 1      |
| Twyford                                    | Henley-on-Thames       |     | EF08.114    | 25511007 | 165 - 1     | 35                    | 30       | 25     |
| Henley-on-Thames                           | Twyford                |     | EF08.115    | 25511007 | 165 - 1     | 34                    | 30       | 24     |