

94th 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 94TH SUPPLEMENTAL AGREEMENT is dated 14th September 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 94th Supplemental Agreement in order to make amendments to the Front End, Schedule 4, and Schedule 7, in preparation for the implementation of PR23.

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 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.

2. EFFECTIVE DATE AND TERM

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

The amendments shall cease to have effect on the termination of the Contract.

3. AMENDMENT TO THE CONTRACT

3.1. In the Front End, Paragraph 1.1, Definitions,

“**Affiliate**” means, in relation to any company:

- (a) a company which is either a holding company or a subsidiary of such company; or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary,

and for these purposes "holding company" and "subsidiary" have the meanings ascribed to them in section 736 of the Companies Act 1985;"

shall be deleted and replaced with,

“**Affiliate**" means, in relation to any company:

- (a) a company which is either a holding company or a subsidiary of such company; or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary,

and for these purposes "holding company" and "subsidiary" have the meanings ascribed to them in section 1159 of the Companies Act 2006;”

3.2. In Schedule 4, Part 3, Paragraph 1, Definitions,
“Recovery Allowance” means an allowance for additional time incorporated in the New Working Timetable or (where the Train Operator requests that the allowance is not incorporated in the New Working Timetable and Network Rail complies with that request) the Applicable Timetable to allow a Train to regain time lost during an earlier part of its journey;”

shall be deleted in its entirety

3.3. In Schedule 7, Part 5, Paragraph 1,

- 1. “Additional Fixed Charge for Reading-Paddington Relief Line Project 2008
- 1.1 In each Relevant Year commencing on or after 1 April 2008 until the Expiry Date, the Train Operator shall pay an additional fixed charge (the “**Remaining Years’ Relief Line Charge**”) at the rate for that Relevant Year set out in the Schedule of Reading-Paddington Relief Line Project 2008 Charges, multiplied by the Linespeed Improvement Charge Index for that year. In the Relevant Year containing the Effective Date the Remaining Years’ Relief Line Charge shall be reduced pro rata by the number of days in that Relevant Year from the day following the Effective Date compared with the number of days in that Relevant Year. In the Relevant Year containing the Expiry Date the Remaining Years’ Relief Line Charge shall be reduced pro rata by the number of days in that Relevant Year up to the Expiry Date compared with the number of days in that Relevant Year.
- 1.2 In all Relevant Years the charge shall be payable after the expiry of the relevant period in accordance with paragraph 10.1 of Part 2 of this Schedule 7.
- 1.3 In this paragraph 1, Schedule of Reading-Paddington Relief Line Project 2008 Charges means:

2008/09	£313,000
2009/10	£303,000
2010/11	£292,000

2011/12	£282,000
2012/13	£271,000
2013/14	£261,000
2014/15	£250,000
2015/16	£240,000
2016/17	£229,000
2017/18	£219,000
2018/19	£209,000
2019/20	£198,000
2020/21	£188,000
2021/22	£177,000
2022/23	£167,000

1.4 *Linespeed Improvement Charge Indexation*

The Linespeed Improvement Charge Indexation in Relevant Year t shall be derived from the following formula:

$$LICI_t = 1 + \left(\frac{RPI_{t-1} - RPI_{2007}}{RPI_{2007}} \right)$$

Where

$LICI_t$ means the Linespeed Improvement Charge Indexation in Relevant Year t;

RPI_{t-1} means the Retail Prices Index published or determined with respect to November in Relevant Year t-1; and

RPI_{2007} means the Retail Prices Index published or determined with respect to November 2007.”

shall be deleted in its entirety.

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
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

name..... **Marcus Jones**

SIGNED


by.....

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

name..... **Richard Rowland**