

# 201st 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

**THIS 201st SUPPLEMENTAL AGREEMENT** is dated 20th May 2024 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 and 2.2.

**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 on the Principal Change Date, 2024.

## **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 add the following rows applying to EF05

Oxford	London Paddington		EF05.110 (Fast)	25507005	800	1	0	0	1	0	0
London Paddington	Oxford		EF05.109 (Fast)	25507005	800	0	0	1	1	0	0

3.2 In Schedule 5, Table 2.1 add the following row applying to EF03

Cheltenham Spa	Swindon	Gloucester	EF03.116	25390003	800	0	0	0	0	1	0
----------------	---------	------------	----------	----------	-----	---	---	---	---	---	---

3.3 In Schedule 5, Table 2.2 as it applies to EF01 amend the footnote, “1” to read, “Applies from 14th September 2024”;

3.4 In Schedule 5, Table 2.2 as it applies to EF05 amend the footnote, “1” to read, “Applies from 14th September 2024. Only available as a through service with EF01.221”;

3.5 In Schedule 5, Table 2.2 as it applies to EF05 add additional footnote “3: applies from PCD 2024” and add the following row,

Oxford	London Paddington		EF05.204 (Fast)	25507005		1 <sup>3</sup>	0	0
--------	-------------------	--	-----------------	----------	--	----------------	---	---

3.6 In Schedule 5, Table 2.2 as it applies to EF10 add additional footnote “3: applies from PCD 2024” and add the following rows,

Gloucester	Great Malvern		EF10.204	25484001	0	1 <sup>3</sup>	0
Gloucester	Worcester Foregate Street		EF10.205	25484001	0	1 <sup>3</sup>	0

3.7 In Schedule 5, Table 2.2 as it applies to EF03 add additional footnote “3: applies from PCD 2024” and add the following row,

Gloucester	Swindon		EF03.252	25390003	0	0	1 <sup>3</sup>
------------	---------	--	----------	----------	---	---	----------------

#### **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.....

Duly

authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED**

by.....

Print

name.....

Duly

authorised for and on behalf of

**FIRST GREATER WESTERN LIMITED**