

31st 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 31ST SUPPLEMENTAL AGREEMENT is dated *7th May* 2019 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 18 of the Act.
- (B) The parties agree to enter into this 31st Supplemental Agreement to amend Table 2.1 and Table 4.1 in Schedule 5, and Part 5 of Schedule 7 of the Contract.

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 19th May 2019.

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 the following passenger train slots shall be deleted and replaced with the entries set out in Annex 1. Footnotes set out in Annex 1 shall be added to the relevant service group of Table 2.1.

- 3.1.1. Plymouth to Exeter St Davids in service group EF11
- 3.1.2. Exeter St Davids to Plymouth in service group EF11
- 3.1.3. Penzance to Plymouth in service group EF12
- 3.1.4. Plymouth to Penzance in service group EF12
- 3.1.5. Weymouth to Westbury in service group EF13
- 3.1.6. Frome to Westbury in service group EF13

3.2. In Schedule 5 Table 4.1, the entries for the following passenger train slots shall be deleted and replaced with the entries set out in Annex 2.

- 3.2.1. London Paddington and Worcester Shrub Hill in service group EF03
- 3.2.2. London Paddington and Worcester Foregate Street in service group EF03
- 3.2.3. London Paddington and Great Malvern in service group EF03
- 3.2.4. London Paddington and Hereford in service group EF03
- 3.2.5. Oxford and Worcester Foregate Street in service group EF07
- 3.2.6. Great Malvern and Evesham in service group EF07
- 3.2.7. Oxford and Great Malvern in service group EF07

3.3 In Schedule 7 Part 5 Paragraph 2 'Additional Charges for Opening Signal Boxes', the entry set out in Annex 3 shall be added after paragraph 2.1 and before 'Part 6: Supplemental Provisions'.

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 Mark Langman

Print name MARK LANGMAN

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

ANNEX 1

Table 2.1 Passenger Train Slots EF11

1						2		
EF 11 Table 2.1: Passenger Train Slots								
EXETER SUBURBAN						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Plymouth	Exeter St. Davids		EF11.118	25462001	142	6 ¹ 5 ²	4 WP 6 SP	4
Exeter St. Davids	Plymouth		EF11.122	25462001	142	7 ¹ 6 ² WP 8 ¹ 7 ² SP	5	4

Notes to Table:

¹ Until 01.59 on the Principal Change Date (December) 2019

² From 0200 on the Principal Change Date (December) 2019

Table 2.1 Passenger Train Slots EF12

1						2		
EF 12 <i>Table 2.1: Passenger Train Slots</i>								
DEVON AND CORNWALL						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Penzance	Plymouth		EF12.105	25474001	150	15	8 WP 4 SP	5
Plymouth	Penzance		EF12.106	25474001	150	15	9 WP 3 SP	6

Table 2.1 Passenger Train Slots EF13

1						2		
EF 13 Table 2.1: Passenger Train Slots								
SOUTH WALES – SOUTH COAST						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Weymouth	Westbury		EF13.120	25471001	150	0	0	1 ¹
Frome	Westbury		EF13.116	25471001	150	4	3	0 ²

Notes to Table:

¹ Plus 1 Passenger Train Slot between 19/05/19 and 20/10/19 and between 30/03/20 and 25/10/20.

² Plus 1 Passenger Train Slot except between 19/05/19 and 20/10/19 and between 30/03/20 and 25/10/20.

ANNEX 2

Table 4.1: Calling Patterns EF03

1					2	3
EF03						
Table 4.1 Calling Patterns						
LONDON – THE COTSWOLDS						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Paddington	Worcester Shrub Hill		EF03.105 and EF03.106	25392003	Slough, Reading, Oxford, Hanborough, Charlbury, Kingham, Moreton-in-Marsh, Honeybourne, Evesham, Pershore, Worcestershire Parkway	Maidenhead, Tilehurst, Pangbourne, Goring & Streatley, Cholsey, Didcot Parkway, Radley, Shipton
London Paddington	Worcester Foregate Street		EF03.107 and EF03.108	25392003	Slough, Reading, Oxford, Hanborough, Charlbury, Kingham, Moreton-in-Marsh, Honeybourne, Evesham, Pershore, Worcestershire Parkway, Worcester Shrub Hill	Maidenhead, Tilehurst, Pangbourne, Goring & Streatley, Cholsey, Didcot Parkway, Radley, Shipton
London Paddington	Great Malvern		EF03.109 and EF03.110	25392003	Slough, Reading, Oxford, Hanborough, Charlbury, Kingham, Moreton-in-Marsh, Evesham, Pershore, Worcestershire Parkway, Worcester Shrub Hill, Worcester Foregate Street, Malvern Link, Honeybourne	Maidenhead, Tilehurst, Pangbourne, Goring & Streatley, Cholsey, Didcot Parkway, Radley, Combe, Finstock, Ascott-under-Wychwood, Shipton

1					2	3
EF03					Table 4.1 Calling Patterns	
LONDON – THE COTSWOLDS						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Paddington	Hereford		EF03.111 and EF03.112	25392003	Slough, Reading, Oxford, Hanborough, Charlbury, Kingham, Moreton-in-Marsh, Honeybourne, Evesham, Pershore, Worcestershire Parkway, Worcester Shrub Hill, Worcester Foregate Street, Malvern Link, Great Malvern, Ledbury	Didcot Parkway, Pershore, Colwall
Evesham	Worcester Shrub Hill		EF03.115	25392003	Pershore, Worcestershire Parkway	
Oxford	Great Malvern		EF03.202	25392003		Hanborough, Combe, Finstock, Charlbury, Ascott-under-Wychwood, Shipton, Kingham, Moreton-in-Marsh, Evesham, Pershore, Worcestershire Parkway, Worcester Shrub Hill, Worcester Foregate Street, Malvern Link, Honeybourne
Great Malvern	Worcester Foregate Street		EF03.203	25392003		Malvern Link, Honeybourne

Table 4.1: Calling Patterns EF07

1					2	3
EF 07					Table 4.1 Calling Patterns	
READING AND OXFORD SUBURBAN						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Oxford	Worcester Foregate Street		EF07.117 and EF07.118	25524005	Hanborough, Charlbury, Kingham, Moreton-in-Marsh, Honeybourne, Evesham, Pershore, Worcestershire Parkway, Worcester Shrub Hill	Shipton
Great Malvern	Evesham		EF07.119	25524005	Malvern Link, Worcester Foregate Street, Worcester Shrub Hill, Worcestershire Parkway, Pershore	
Oxford	Great Malvern		EF07.121	25524005	Hanborough, Charlbury, Kingham, Moreton-in-Marsh, Honeybourne, Evesham, Pershore, Worcestershire Parkway, Worcester Shrub Hill, Worcester Foregate Street, Malvern Link	Combe, Finstock, Ascott-Under-Wychwood, Shipton

Annex 3

2. Additional Charges for Opening Signal Boxes

- 2.2 For any Services in service code 25471001 (Westbury - Weymouth) which are Scheduled (as defined in Schedule 5) to operate on the route between Westbury and Weymouth on Sundays in the Extended Summer Period (as defined in Schedule 5) within the hours 08.00 and 09.00 and which, in order to be operative, require the signal box at Yeovil Pen Mill to be open and manned, the Train Operator shall pay Network Rail an additional charge YPM per Sunday commencing 19th May 2019 which will be charged and calculated in accordance with the following formula:

$$YPM_t = YPM_{t-1} \left[1 + \frac{CPI_{t-1}}{100} \right]$$

where:

CPI_{t-1} means the percentage change (whether of a positive or negative value) between the CPI (as defined in this Schedule) published or determined with respect to November in Relevant Year t-1 and the index published or determined with respect to November in Relevant Year t-2,

but so that during the Relevant Year commencing on 1st April 2019, YPM_t shall be £43.58 per Sunday in the Extended Summer Period and during the next following Relevant Year, YPM_{t-1} shall have the same value.

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..... MATTHEW GOLTON

Duly authorised for and on behalf of

FIRST GREATER WESTERN LIMITED