

# 52<sup>nd</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

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THIS 52<sup>ND</sup> SUPPLEMENTAL AGREEMENT is dated 05<sup>th</sup> March 2020 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 4<sup>th</sup> 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 52<sup>nd</sup> Supplemental Agreement in order to make the following amendments to the contract for service changes introduced on 15<sup>th</sup> December 2020:
  - Amend Schedule 7 Part 5 'Additional Charges for Opening Signal Boxes'.

**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. AMENDMENTS TO THE CONTRACT**

3.1. In Schedule 7 Part 5 'Additional Charges for Opening Signal Boxes' shall be deleted and replaced with the the wording 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**

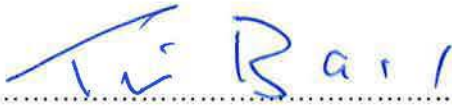
This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

## 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



Print name... TIM BALL *PP* MIKE GALLOD  
Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by



Print name... MATHEW GORDON  
Duly authorised for and on behalf of

**FIRST GREATER WESTERN LIMITED**

## ANNEX 1

### 1. Additional Charges for Opening Signal Boxes

- 2.1 For any Services in service code 25392003 (Worcester Shrub Hill – London Paddington) which are Scheduled (as defined in Schedule 5) to operate on the route between Worcester Shrub Hill and London Paddington on Sundays within the hours 08:10 and 08:30 and which, in order to be operative, require the signal boxes at Norton, Evesham and Moreton-in-Marsh to be open and staffed, the Train Operator shall pay Network Rail an additional charge WSHLP per Sunday commencing 10<sup>th</sup> December 2017 which will be charged and calculated in accordance with the following formula:

$$WSHLP_t = WSHLP_{t-1} \left[ 1 + \frac{RPI_{t-1}}{100} \right]$$

where:

RPI<sub>t-1</sub> means the percentage change (whether of a positive or negative value) between the Retail Prices Index 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 1 April 2017, WSHLP<sub>t</sub> shall be £123.66 per Sunday and during the next following Relevant Year, WSHLP<sub>t-1</sub> shall have the same value.

- 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 staffed, the Train Operator shall pay Network Rail an additional charge YPM per Sunday commencing 19<sup>th</sup> 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<sub>t-1</sub> 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 1<sup>st</sup> 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.

- 2.3 For any Services in service code 25477001 (Newquay - Par) which are Scheduled (as defined in Schedule 5) to operate on the route between Newquay and Par on Sundays in the Winter Timetable Period (as defined in Schedule 5) within the hours 18:30 and 19:30 and which, in order to be operative, require the signal box at Goonbarrow Junction to be open and staffed, the Train Operator shall pay Network Rail an additional charge  $GNBARWJ$  per Sunday commencing 15<sup>th</sup> December 2019 which will be charged and calculated in accordance with the following formula:

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

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 1<sup>st</sup> April 2019,  $GNBARWJ_t$  shall be £43.58 per Sunday in the Winter Period and during the next following Relevant Year,  $GNBARWJ_{t-1}$  shall have the same value.