

3rd 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 7th March 2014

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THIS 3RD SUPPLEMENTAL AGREEMENT is dated 9 December 2014 and made

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Kings Place, 90 York Way, London, N1 9AG (“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 7th March 2014 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act which has been amended by various Supplemental Agreements, each in a form approved by ORR pursuant to section 22 of the Act (the “Contract”).
- (B) The parties propose to enter into this Supplemental Agreement in order to amend Appendix One of Schedule 8 to reflect revised Berthing Offsets.

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:

14th December 2014.

2 EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at on the Expiry Date or earlier termination of the Contract.

3 ORR – GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

4 AMENDMENTS TO THE CONTRACT

- 4.1 In Schedule 8 Appendix 1 entries for the Service Group EF13 to be deleted and replaced by the entries included in the Appendix

5 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.

6 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.

7 LAW

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

8 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.....*Ameer*

Print name.....*ANDREW MEYORS*
Duly authorised for and on behalf of
FIRST GREATER WESTERN LIMITED

APPENDIX 1

| A | B | C | D | E | F | G | H | I | J | K | L | | M | N | O | |
|---|-------------------|--------------|------------|-------|-------------------|--------------|------------|-------|----------------------|-----|--------------|---|---|---------------------|----------------------|---|
| Service Group | Network Rail | | | | Train Operator | | | | Cancellation Minutes | CAP | Service Code | Direction | Monitoring Point | Weighting | | |
| | Performance Point | Payment Rate | | | Performance Point | Payment Rate | | | | | | | | | | |
| | | (Not Used) | (Not Used) | Total | | (Not Used) | (Not Used) | Total | | | | | | | | |
| EF13 | 2014-15 | ∞ | | ∞ | ∞ | | | ∞ | 90 | 270 | 470 | Cardiff - Southampton / Portsmouth / Brighton | Forward | Bath Spa | ∞ | |
| South Wales - South Coast All Trains | 2015-16 | ∞ | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Forward | Salisbury | ∞ | |
| | 2016-17 | ∞ | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Forward | Southampton Central | ∞ | |
| | 2017-18 | ∞ | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Forward | Portsmouth Harbour | ∞ | |
| | 2018-19 | ∞ | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Forward | Brighton | ∞ | |
| | | | | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Reverse | Salisbury | ∞ |
| | | | | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Reverse | Westbury | ∞ |
| | | | | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Reverse | Bristol Temple Meads | ∞ |
| | | | | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Reverse | Bath Spa | ∞ |
| | | | | | | | | | | | | 470 | Cardiff - Southampton / Portsmouth / Brighton | Reverse | Cardiff Central | ∞ |
| | | | | | | | | | | | | 471 | Cardiff / Bristol - Weymouth | Forward | Westbury | ∞ |
| | | | | | | | | | | | | 471 | Cardiff / Bristol - Weymouth | Forward | Weymouth | ∞ |
| | | | | | | | | | | | | 471 | Cardiff / Bristol - Weymouth | Reverse | Bath Spa | ∞ |
| | | | | | | | | | | | | 471 | Cardiff / Bristol - Weymouth | Reverse | Bristol Temple Meads | ∞ |
| | | | | | | | | | | | | 485 | Swindon - Westbury / Frome | Forward | Westbury | ∞ |
| | | | | | | | | | | | 485 | Swindon - Westbury / Frome | Reverse | Swindon | ∞ | |