

# 9<sup>th</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 9TH SUPPLEMENTAL AGREEMENT** is dated 7<sup>th</sup> April 2017 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 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 :  
  
provide 90 day period rights for timetable changes introduced to Service Group EF07 from 10<sup>th</sup> April 2017 and Service Groups EF04, EF06, and EF12 from 21<sup>st</sup> May 2017.

**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 0200hrs on 10th April 2017 for Service Group EF07 and 0200hrs on 21<sup>st</sup> May 2017 for Service Groups EF04, EF06, and EF12.

**2 EFFECTIVE DATE AND TERM**

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

The amendments shown at paragraph 4.1 shall cease to have effect on 9<sup>th</sup> July 2017 or earlier termination of the Contract.

The amendments shown at paragraph 4.2 shall cease to have effect on 19<sup>th</sup> August 2017 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 5 Table 2.2 the entries for Service Groups EF07 shall be deleted and replaced with those set out in Annex 1.

4.2 In Schedule 5 Table 2.2 the entries for Service Groups EF04, EF06, and EF12 shall be deleted and replaced with those set out in Annex 1.

### **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..... MARV LANGMAN.....

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**

ANNEX 1

**Table 2.2: Additional Passenger Train Slots**

*Table 2.2: Additional Passenger Train Slots EF04*

1						2					
EF 04 <i>Table 2.2 Additional Passenger Train Slots</i>											
LONDON - WEST OF ENGLAND						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Plymouth	London Paddington	Taunton, Castle Cary and Hungerford	EF04.201	25397003	HST8 - 125	0	0	0	0	1 SP	0
London Paddington	Penzance	Hungerford, Castle Cary and Taunton	EF04.202	25397003	HST8 - 125	0	0	0	0	1 SP	0
Penzance	London Paddington	Taunton, Castle Cary and Hungerford	EF04.203	25397003	HST8 - 125	0	0	0	0	1 SP	0

Notes to Table:

Table 2.2: Additional Passenger Train Slots EF06

1					2		
EF06 Table 2.2 Additional Passenger Train Slots <sup>3rd, 4th, 6th</sup>							
INNER LONDON					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Paddington	Reading		EF06.201	25516005	1	2	0
London Paddington	Maidenhead		EF06.202	25516005	1	0	0
Slough	London Paddington		EF06.203	25516005	1 <sup>1</sup> 0 <sup>2</sup>	0	0
Maidenhead	London Paddington		EF06.204	25516005	2 <sup>2</sup>	0	0

Notes to Table:

<sup>1</sup> Until the route between London Paddington and Maidenhead is confirmed open to electric traction for passenger services.

<sup>2</sup> From the date the route between London Paddington and Maidenhead is confirmed open to electric traction for passenger services.

Table 2.2: Additional Passenger Train Slots EF07

1						2		
EF 07						Table 2.2: Additional Passenger Train Slots <sup>1st</sup>		
READING AND OXFORD SUBURBAN						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Oxford	Didcot Parkway		EF07.201	25513005	165 - 1	1	0	0

Notes to Table:



Table 2.2: Additional Passenger Train Slots EF12

1					2		
EF12 Table 2.2 Additional Passenger Train Slots							
DEVON AND CORNWALL					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Truro	Falmouth Docks		EF12.201	25477001	0	0	1(a) 1
Falmouth Docks	Truro		EF12.202	25477001	0	0	1(a) 1
Plymouth	Penzance		EF12.203	25474001	1	0	0
St Erth	Par		EF11.204	25474001	0	1 SP	0
Plymouth	Newquay		EF11.205	25474001 and 25477001	0	1 SP	0
Newquay	Plymouth		EF11.206	25477001 and 25474001	0	1 SP	0

Notes to Table:

(a) Rights available 5 out of every 6 weeks