

7th 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 7TH SUPPLEMENTAL AGREEMENT is dated 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 4th March 2016 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act.

The parties enter into this 7th Supplemental Agreement in order to make the following amendments to the contract for service changes to be introduced on 10th December 2017:

- Introduce access rights in Schedule 5 Table 8.4; and
- Introduce Schedule 5 paragraph 8.4 Stabling Rights.

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 directions, pursuant to Section 22A of the Act, of the terms of this Supplemental Agreement; and
 - the date of signature of this Supplementary Agreement.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from 10th December 2017.

The amendments shall cease to have effect on the termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

3.1. Schedule 5 Paragraph 8 shall be deleted are replaced with:

"Platform rights

"8.1 Not Used.

"8.2 Not Used.

"Connections

8.3 Not Used.

8.4 Not Used.

"Departure Time Ranges

"8.5 Not Used.

"Stabling facilities

"8.6 The Train Operator has Firm Rights to use the Stabling facility specified in column 1 of Table 8.4 between the hours specified in column 2 for the purposes of Stabling the Specified Equipment specified in column 3."

and

3.2 A new table, Table 2.4 as shown in the Annex to this Supplemental Agreement shall be inserted after Paragraph 8.5 of Schedule 5 and before "*Stabling facilities*" in Schedule 5.

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

ANNEX

Table 8.4: Stabling facilities

1	2	3
Stabling facility	Time available	Specified Equipment
Paddington Station: Three platforms with Train Shore Supply	20.00 - 08.00 All Week	Each platform to accommodate a train of the length of a 2+8 HST.