35th 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 35TH SUPPLEMENTAL AGREEMENT is dated 10th 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 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 Groups EF03, EF05, EF06, EF07 and EF10 on 19th May 2019.

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 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 and shall expire ninety days later.

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 2.1, the entries for the following rows shall be deleted and replaced with the entries set out in Annex 1:

   4.1.1 London Paddington to Reading in service group EF06
   4.1.2 Reading to Newbury in service group EF07
   4.1.3 Reading to Bedwyn in service group EF07
   4.1.4 Bedwyn to Reading in service group EF07
   4.1.5 Swindon to Cheltenham Spa in service group EF10
   4.1.6 Cheltenham Spa to Swindon in service group EF10

4.2 The following row entries set out in Annex 2 shall be added to Schedule 5 Table 2.2:

   4.2.1 London Paddington to Cheltenham Spa in service group EF03
   4.2.2 Cheltenham Spa to London Paddington in service group EF03
   4.2.3 London Paddington to Newbury in service group EF05
   4.2.4 Bedwyn to London Paddington in service group EF05
   4.2.5 Didcot Parkway to London Paddington in service group EF05
   4.2.6 London Paddington to Oxford in service code 25507005 in service group EF05
   4.2.7 Reading to London Paddington in service code 25507005 in service group EF05
   4.2.8 Reading to Newbury in service group EF07
   4.2.9 Newbury to Reading in service group EF07
   4.2.10 Newbury to Bedwyn in service group EF07
   4.2.11 Bedwyn to Newbury in service group EF07
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..............................................

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

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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. 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
### Table 2.1: Passenger Train Slots

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Via</th>
<th>Description</th>
<th>TSC</th>
<th>Timing Load</th>
<th>Peak times</th>
<th>Off-Peak times</th>
<th>Weekday</th>
<th>Saturday</th>
<th>Sunday</th>
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</thead>
<tbody>
<tr>
<td>London Paddington</td>
<td>Reading</td>
<td></td>
<td>EF06.102</td>
<td>25516005</td>
<td>165 - 1</td>
<td>0</td>
<td>6</td>
<td>3</td>
<td>9</td>
<td>0</td>
</tr>
<tr>
<td>From</td>
<td>To</td>
<td>Via</td>
<td>Description</td>
<td>TSC</td>
<td>Timing Load</td>
<td>Weekday</td>
<td>Saturday</td>
<td>Sunday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>----------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Reading</td>
<td>Newbury</td>
<td>EF07.111</td>
<td>25519007</td>
<td>165 - 1</td>
<td>15</td>
<td>15</td>
<td>9 WP</td>
<td>4 SP</td>
<td></td>
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<tr>
<td>Reading</td>
<td>Bedwyn</td>
<td>EF07.113</td>
<td>25519007</td>
<td>165 - 1</td>
<td>4</td>
<td>9</td>
<td>8 WP</td>
<td>2 SP</td>
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</tr>
<tr>
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<td>Reading</td>
<td>EF07.114</td>
<td>25519007</td>
<td>165 - 1</td>
<td>3</td>
<td>5 WP</td>
<td>8 WP</td>
<td>2 SP</td>
<td></td>
<td></td>
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## Table 2.1: Passenger Train Slots

<table>
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<tr>
<th>From</th>
<th>To</th>
<th>Via</th>
<th>Description</th>
<th>TSC</th>
<th>Timing Load</th>
<th>Weekday</th>
<th>Saturday</th>
<th>Sunday</th>
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<td>Gloucester</td>
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<td>25486001</td>
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<tr>
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<td>Swindon</td>
<td>Gloucester</td>
<td>EF10.117</td>
<td>25486001</td>
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### EF03 Table 2.2 Additional Passenger Train Slots

<table>
<thead>
<tr>
<th>LONDON - THE COTSWOLDS</th>
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<tbody>
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<td><strong>From</strong></td>
<td><strong>To</strong></td>
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<td>Cheltenham Spa</td>
</tr>
<tr>
<td>Cheltenham Spa</td>
<td>London Paddington</td>
</tr>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>---------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>London Paddington</td>
<td>Newbury</td>
</tr>
<tr>
<td>Bedwyn</td>
<td>London Paddington</td>
</tr>
<tr>
<td>Didcot Parkway</td>
<td>London Paddington</td>
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<tr>
<td>London Paddington</td>
<td>Oxford</td>
</tr>
<tr>
<td>Reading</td>
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<tr>
<td>From</td>
<td>To</td>
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<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>Reading</td>
<td>Newbury</td>
</tr>
<tr>
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<td>Reading</td>
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