

16th TG Supplemental Agreement (General Approval)

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 16TH SUPPLEMENTAL AGREEMENT is dated *15 September* 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 18 of the Act.
- (B) The parties now propose to enter into this Supplemental Agreement to vary the Contract in the manner and on the terms set out below

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

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:

- (1) the date of signature of this Supplemental Agreement; and
- (2) 02:00 on 17 September 2017.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at 01:59 on Saturday 09 December 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 SCHEDULE 5

4.1 In Schedule 5 of the Contract, a new Table 2.2 shall be inserted set out below:

Table 2.2: Additional Passenger Train Slots

1					2		
EF 13							
SOUTH WALES – SOUTH COAST					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Melksham	Chippenham		EF13.118	35471001	0	0	1
Chippenham	Melksham		EF13.118	35471001	0	0	1

5. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

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”, “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.

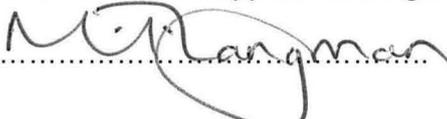
7. LAW

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 dnt. 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..... MARK 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