

# 26<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 26<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated 17 May 2018 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.
- (B) The parties agree to enter into this 26<sup>th</sup> Supplemental Agreement in order to make the following amendments to the contract to assist measures to cater for Royal Wedding demand on 19<sup>th</sup> May 2018:
  - Amend Schedule 8.

**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 its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
  - 0200 Hours on Saturday 19<sup>th</sup> May 2018.

## **2. EFFECTIVE DATE AND TERM**

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

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

## **3. AMENDMENTS TO THE CONTRACT**

3.1. the words, "Not Used" in Paragraph 14 of Schedule 8 shall be deleted and replaced with the words,

"Neither Network Rail Infrastructure Limited nor the beneficiary shall incur any liability to the other under Schedule 8 in relation to any cancellation of or interruption or delay to the operation of Passenger Train Slots operated under Service Code 25510006 between 0200 Hours on 19<sup>th</sup> May 2018 and 0159 Hours on Sunday 20<sup>th</sup> May 2018."

## **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.....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**

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**SIGNED** by.....

Print name.....

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**