

3rd SUPPLEMENTAL AGREEMENT

DATED

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

-and-

First MTR South Western Trains Limited

**Relating to amendments to the
Track Access Contract (Passenger Services)
dated 9th April 2019**

THIS 3rd SUPPLEMENTAL AGREEMENT is dated the 13th November 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 MTR South Western Trains Limited** a company registered in England and Wales under number 07900320, having its registered office at 4th Floor, Capital House, 25 Chapel Street, London NW1 5DH (the "**Train Operator**").

WHEREAS

- (A) The parties entered into a track access contract (Passenger Services) dated 9 April 2019 (which is hereafter referred to as the "Contract") in a form approved by the Office of Rail and Road pursuant to section 18(7) of the Act.
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

IT IS AGREED AS FOLLOWS:

INTERPRETATION

In this Supplemental Agreement, unless the context otherwise requires:

- 1) words and phrases defined in, and rules of interpretation set out in, the Agreement shall have the same meaning and effect when used in this Supplemental Agreement.
- 2) "**Effective Date**" means 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

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 on the expiry or earlier termination of the Contract.

1. **AMENDMENTS TO SCHEDULE 5**

Schedule 5 of the Contract shall be amended as follows:

1.1 In Paragraph 1.1 of Schedule 5, a new definition of "Summer Period" shall be inserted:

"Summer Period" or "SP" means the period from the first Saturday following the subsidiary timetable change in May until the first Saturday in September (inclusive), including bank holidays, in each calendar year;

1.2 Schedule 5 Table 2.1 of the Contract shall be amended by deleting the rows relating to the services shown in Table 1

1						2					
Service Group HY08											
Service description: Waterloo - Weymouth						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Waterloo	Eastleigh	Woking	Semi-Fast	24629204	450	0	5	16	21	16	8

Table 1 (rows to be removed in Table 2.1)

Schedule 5 Table 2.1 of the Contract shall be amended by adding the rows relating to the services shown in Table 2.

1						2					
Service Group HY08											
Service description: Waterloo - Weymouth						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday	Saturday	Sunday
						Morning Peak	Evening Peak				
Waterloo	Eastleigh	Woking	Semi-Fast	24629204	450	0	6	15	21	16	8

Table 2 (rows to be added in Table 2.1)

1.3 Section 5.1 (a) shall be deleted and replaced with the following:

(a) Firm Rights to operate the following railway vehicles:

Class 158, 159, 444, 450, 455, 458 and 458/5, 456 and 707

GENERAL

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.

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.

LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

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 KILUCK

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by



Print name

A. MELOY

Duly authorised for and on behalf of
FIRST MTR SOUTH WESTERN TRAINS LIMITED