

55th 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 55TH SUPPLEMENTAL AGREEMENT is dated 5th May 2020 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 enter into this Supplemental Agreement in order to make amendment to Schedule 5 Table 2.1 of that contract to provide Firm rights for service changes introduced under General Approval.

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 11th May 2020.

2. EFFECTIVE DATE AND TERM

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

3. AMENDMENTS TO THE CONTRACT

3.1 In Schedule 5 Table 2.1, the following rows shall be amended as set out in Annex 1:

- between Bedwyn and Newbury in EF07;
- between London Paddington and Exeter St David's via Castle Cary in service group EF04;
- between Bedwyn and Reading in service group EF07; and
- between Bristol Temple Meads and Gloucester in service group EF10.

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

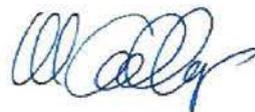
This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

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.....Mike Gallop.....

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

7. COUNTERPARTS

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SIGNED

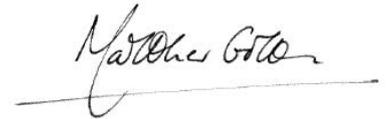
by.....

Print

name.....

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED

by.....

Print

name...Matthew Golton, Interim MD

Duly authorised for and on behalf of

FIRST GREATER WESTERN LIMITED

ANNEX 1

Table 2.1: Passenger Train Slots EF04

EF 04 Table 2.1: Passenger Train Slots											
LONDON - WEST OF ENGLAND											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
London Paddington	Exeter St Davids	Hungerford, Castle Cary and Taunton	EF04.113 (Exeter Service)	25397003	800	0	2 FSX	2	4FSX 2 FO	3	4

Table 2.1: Passenger Train Slots EF07

EF 07 Table 2.1: Passenger Train Slots						Passenger Train Slots			
READING AND OXFORD SUBURBAN						Passenger Train Slots			
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday	
Bedwyn	Reading		EF07.114	25519007	165 - 1	2	4	2	
Bedwyn	Newbury		EF07.116	25519007	165 - 1	6	4	0	

Table 2.1: Passenger Train Slots EF10

EF 10 Table 2.1: Passenger Train Slots						Passenger Train Slots		
BRISTOL SUBURBAN						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Bristol Temple Meads	Gloucester		EF10.101	25484001	150	8 FSX 9 FO	7	1