

58th 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

CONTENTS

1.	INTERPRETATION	3
2.	EFFECTIVE DATE AND TERM.....	3
3.	AMENDMENTS TO THE CONTRACT	4
4.	GENERAL	4
5.	THIRD PARTY RIGHTS	4
6.	LAW	5
7.	COUNTERPARTS	5
8.	ANNEX 1	6
9.	ANNEX 2.....	7
10.	ANNEX 3.....	8

THIS 58TH SUPPLEMENTAL AGREEMENT is dated 7th 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 Tables 2.1, 2.2 and 4.1 of that contract to provide rights for services proposed to commence in SCD 2020.

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
 - 0230 hours 17th 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:
- 3.1.1 In EF04 LONDON – WEST OF ENGLAND, the row for Plymouth to London Paddington referenced “EF04.102” via Taunton, Castle Cary and Hungerford” is to have its quantum for “Sunday” increased by one WP and one SP.
 - 3.1.2 In EF12 DEVON AND CORNWALL, the row for Plymouth to Penzance referenced “EF12.105” is to have its quantum for “Sunday” increased by one WP and one SP.
- 3.2 In Schedule 5 Table 2.2, the following rows shall be amended as set out in Annex 2:
- 3.2.1 In EF11 EXETER SUBURBAN, a row for Exeter St Davids to Exmouth referenced “EF11.203” with TSC 25482001 shall be inserted with a quantum of one for “Weekday”. This quantum shall be shown with a footnote, “2”.
 - 3.2.2 In EF11 EXETER SUBURBAN, a row for Exmouth to Exeter St Davids referenced “EF11.204” with TSC 25482001 shall be inserted with a quantum of one for “Weekday”. This quantum shall be shown with a footnote, “2”.
 - 3.2.3 In EF11 EXETER SUBURBAN, the following footnote shall be added under “Notes to Table”:
“² one of this quantum is available 5 out of every 6 weeks only.”
- 3.3 In Schedule 5 Table 4.1, the following rows shall be amended as set out in Annex 3:
- 3.3.1 In EF11 EXETER SUBURBAN, the “description” column applying to the row with description “EF11.102 and EF11.105” shall have “EF11.102 and EF11.105” deleted and shall have “EF11.102, EF11.105, EF11.203 and EF11.204” inserted in its place in the description entry.

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

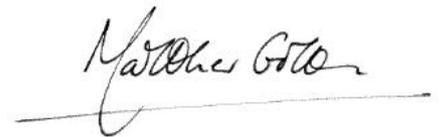
This Supplemental Agreement may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this Supplemental Agreement by signing either of such counterparts.

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.....

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

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

Annex 1

Table 2.1 Passenger Train Slots EF04

1						2					
EF 04											
Service description 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				
Plymouth	London Paddington	Taunton, Castle Cary and Hungerford	EF04.102	25397003	800	3	0	4 FSX 5 FO	8 FO 7 FSX	6 WP 3 SP	7 WP 5 SP

Table 2.1 Passenger Train Slots EF12

1						2		
EF 12 <i>Table 2.1: Passenger Train Slots</i>								
DEVON AND CORNWALL						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Plymouth	Penzance		EF12.105	25474001	150	22 MO 23 MSX	19 WP 14 SP	8

Annex 2

Table 2.2 Additional Passenger Train Slots EF11

1					2		
EF11 Table 2.2 Additional Passenger Train Slots							
EXETER SUBURBAN					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Exeter St. David's	Exmouth		EF11.203	25482001	1 ²	0	0
Exmouth	Exeter St. David's		EF11.204	25482001	1 ²	0	0

Notes to Table:

² one of this quantum is available 5 out of every 6 weeks only.

Annex 3

Table 4.1 Calling Patterns EF11

1					2	3
EF 11 Table 4.1 Calling Patterns						
EXETER SUBURBAN						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Exeter St Davids	Exmouth		EF11.102, EF11.105, EF11.203 and EF11.204	25482001	Exeter Central, Digby & Sowton, Newcourt, Topsham, Lympstone Commando, Lympstone Village	St James' Park, Polsloe Bridge, Exton