

63rd 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 63RD SUPPLEMENTAL AGREEMENT is dated 7th August 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 17 of the Act which has been amended by various Supplemental Agreements, each in a form approved by ORR pursuant to section 22 of the Act (the “Contract”); and
- (B) The parties propose to enter into this Supplemental Agreement in order to amend the expiry from Subsidiary Change Date in 2021 to Principal Change Date in 2021.

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 7th August 2020 immediately after the 62nd Supplemental Agreement has effect.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the later of the Effective Date and the Approval by the Office of Rail and Road.

3. AMENDMENT TO THE CONTRACT

- 3.1 The definition of "Expiry Date" shall be amended to read, "means the Principal Change Date in 2021;"
- 3.2 Schedule 5 Table 2.1:
- (a) in Service Group EF01 add ⁵ to the Off-Peak quantum in the row referenced EF01.104 Fast;
 - (b) in Service Group EF01 add ⁶ to the Off-Peak times quantum in the row referenced EF01.106 Fast;
 - (c) in Service Group EF01 add ⁷ to the Off-Peak times quantum in the row referenced EF01.109 Fast;
 - (d) in Service Group EF01 add ⁸ to the Off-Peak times quantum in the row referenced EF01.111 Fast;
 - (e) in Service Group EF01 add ⁹ to the Evening Peak quantum in the row referenced EF01.101;
 - (f) in Service Group EF02 add ⁴ to the Evening Peak quantum in the row referenced EF02.102; and
 - (g) in Service Group EF03 add ⁴ to the Off-Peak times quantum in the row referenced EF03.102;
 - (h) in Service Group EF01 add ¹⁰ to the Weekday quantum in the row referenced EF01.104 Fast;
 - (i) in Service Group EF01 add ¹¹ to the Weekday quantum in the row referenced EF01.106 Fast;
 - (j) in Service Group EF01 add ¹² to the Weekday quantum in the row referenced EF01.109 Fast;
 - (k) in Service Group EF01 add ¹³ to the Weekday times quantum in the row referenced EF01.111 Fast;
 - (l) in Service Group EF01 add ¹⁴ to the Weekday quantum in the row referenced EF01.101;
 - (m) in Service Group EF02 add ⁵ to the Weekday quantum in the row referenced EF02.102; and
 - (n) in Service Group EF03 add ⁵ to the Weekday quantum in the row referenced EF03.102;
- 3.3 Schedule 5 Table 2.1:
- (a) in Service Group EF01 insert footnote ⁵: from the Subsidiary Change Date in 2021 the quantum reduces to 6";
 - (b) in Service Group EF01 insert footnote ⁶: from the Subsidiary Change Date in 2021 the quantum reduces to 5";
 - (c) in Service Group EF01 insert footnote ⁷: from the Subsidiary Change Date in 2021 the quantum reduces to 2";
 - (d) in Service Group EF01 insert footnote ⁸: from the Subsidiary Change Date in 2021 the quantum reduces to 1";

(e) in Service Group EF01 insert footnote ⁹: from the Subsidiary Change Date in 2021 the quantum reduces to 2";

(f) in Service Group EF02 insert footnote ⁴: from the Subsidiary Change Date in 2021 the quantum reduces to 2"; and

(g) in Service Group EF03 insert footnote ⁴: from the Subsidiary Change Date in 2021 the quantum reduces to 13";

(h) in Service Group EF01 insert footnote ¹⁰: from the Subsidiary Change Date in 2021 the quantum reduces to 6";

(i) in Service Group EF01 insert footnote ¹¹: from the Subsidiary Change Date in 2021 the quantum reduces to 5";

(j) in Service Group EF01 insert footnote ¹²: from the Subsidiary Change Date in 2021 the quantum reduces to 2";

(k) in Service Group EF01 insert footnote ¹³: from the Subsidiary Change Date in 2021 the quantum reduces to 1";

(l) in Service Group EF01 insert footnote ¹⁴: from the Subsidiary Change Date in 2021 the quantum reduces to 27";

(m) in Service Group EF02 insert footnote ⁵: from the Subsidiary Change Date in 2021 the quantum reduces to 11"; and

(n) in Service Group EF03 insert footnote ⁵: from the Subsidiary Change Date in 2021 the quantum reduces to 15";

3.4 Schedule 5 Table 2.2 shall be augmented by the addition of the entries shown in Annex A; and

3.5 Schedule 5 Table 4.1 shall be augmented by the addition of the entries shown in Annex B.

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

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

A handwritten signature in cursive script that reads "Matthew Golton". The signature is written in black ink and is positioned above a horizontal line.

SIGNED by.....

Print name..... Matthew Golton

Duly authorised for and on behalf of

FIRST GREATER WESTERN LIMITED

Annex A

Table 2.2: Additional Passenger Train Slots EF01

1					2		
EF01 Table 2.2 Additional Passenger Train Slots							
LONDON - BRISTOL					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Paddington	Bristol Temple Meads	Bristol Parkway	EF01.251 Fast	25370002	8 ¹	0	0
Bristol Temple Meads	London Paddington	Bristol Parkway	EF01.251 Fast	25370002	9 ¹	0	0
London Paddington	Weston-super-Mare	Bristol Parkway	EF01.252 Fast	25370002	2 ¹	0	0
Weston-super-Mare	London Paddington	Bristol Parkway	EF01.252 Fast	25370002	3 ¹	0	0
London Paddington	Bristol Temple Meads	Chippenham	EF01.253	25370003	1 ¹	0	0

Notes to Table:

¹: Applies from the Subsidiary Change Date in 2021

Table 2.2: Additional Passenger Train Slots EF02

1					2		
EF02 Table 2.2 Additional Passenger Train Slots							
LONDON – SOUTH WALES					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Paddington	Cardiff Central		EF02.251	25375002	1 ¹	0	0

Notes to Table:

1: Applies from the Subsidiary Change Date in 2021

Table 2.2: Additional Passenger Train Slots EF03

1					2		
EF03 Table 2.2 Additional Passenger Train Slots							
LONDON - COTSWOLDS					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Cheltenham	London Paddington		EF03.251	25390003	1 ¹	0	0

Notes to Table:

1: Applies from the Subsidiary Change Date in 2021

Annex B

Table 4.1 Calling Patterns

Table 4.1: Calling Patterns EF01

LONDON - BRISTOL						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Paddington	Bristol Temple Meads	Bristol Parkway	EF01.251 Fast	25370002		Bristol Parkway
London Paddington	Weston-super-Mare	Bristol Parkway	EF01.252 Fast	25370002		Slough, Reading, Didcot Parkway, Swindon Bristol Parkway, Bristol Temple Meads, Yatton, Nailsea & Backwell, Weston Milton

Notes to Table:

none

Table 4.1: Calling Patterns EF02

LONDON – SOUTH WALES						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Paddington	Cardiff Central	Bristol Parkway	EF02.251	25375002		Slough, Reading, Didcot Parkway, Swindon, Bristol Parkway, Newport

Notes to Table:

none

Table 4.1: Calling Patterns EF03

LONDON - COTSWOLDS						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
London Paddington	Cheltenham Spa	Gloucester	EF03.251	25390003		Slough, Reading, Didcot Parkway, Swindon, Kemble, Stroud, Stonehouse, Gloucester

Notes to Table:

none