

73rd 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 73RD SUPPLEMENTAL AGREEMENT is dated 20th April 2021 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.
- (B) The parties agree to enter into this 73rd Supplemental Agreement in order to amend Schedule 8 to the contract to assist measures to cater for a Royal Funeral potential demand from 16th to 18th April 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 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.

2. EFFECTIVE DATE AND TERM

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

2.2 Notwithstanding the Effective Date the amendments shall be applied retrospectively from 0200 on Friday 16 April 2021.

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

3. AMENDMENTS TO THE CONTRACT

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 19th May 2018 and 0159 Hours on Sunday 20th May 2018” in Paragraph 14 of Schedule 8 shall be deleted and replaced with the words:

“Neither Network Rail Infrastructure Limited nor the Train Operator 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 Friday 16th April 2021 and 0159 Hours on Monday 19th April 2021.”

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...Chris Pearce.....
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

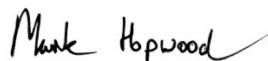
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IN WITNESS of which the duly authorised representatives of Network Rail and the Train Operator have executed this Supplemental Agreement on the date first above written.

SIGNED by.....

Print name.....
Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED



SIGNED by.....

Print name Mark Hopwood

Duly authorised for and on behalf of

FIRST GREATER WESTERN LIMITED