

# 108<sup>th</sup> 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 4<sup>th</sup> March 2016

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**THIS 108<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated 12th June 2025 and made

**BETWEEN:**

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at Waterloo General Office, London, SE1 8SW ("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 4<sup>th</sup> March 2016 on terms approved, and pursuant to directions issued, by ORR under section 18 of the Act.
- (B) The parties agree to enter into this 108<sup>th</sup> Supplemental Agreement to extend the Expiry Date to the Principal Change Date 2028.

**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**

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

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

## **3. AMENDMENT TO THE CONTRACT**

3.1. In Paragraph 1.1 Definitions,

“**Expiry Date**” means the Subsidiary Change Date in 2026”

shall be deleted and replaced with:

“**Expiry Date**” means the Principal Change Date in 2028;”

- 3.2. In Schedule 5 Table 2.1, the entry for Service Groups EF02 shall be deleted and replaced with the entry set out in Annex 1.

## **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..... Marcus Jones

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**SIGNED**

by  .....

Richard Rowland

Print

name.....

Duly authorised for and on behalf of

**FIRST GREATER WESTERN LIMITED**

## ANNEX 1

Table 2.1 Passenger Train Slots

1						2					
Service Group EF 02											
Service Description LONDON - SOUTH WALES						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
London Paddington	Cardiff Central	Bristol Parkway	EF02.102	25375002	800	0	1	8	9	8	7
Cardiff Central	London Paddington	Bristol Parkway	EF02.103	25375002	800	2	0	9	11	6	6
London Paddington	Swansea	Chippenham and Bristol Temple Meads	EF02.104	25375002	800	0	0	1	1	0	0
London Paddington	Swansea	Bristol Parkway	EF02.105	25375002	800	0	4	11	15	12	11
Swansea	London Paddington	Bristol Parkway	EF02.107	25375002	800	4	0	9	13	14	10
London Paddington	Carmarthen	Bristol Parkway and Swansea	EF02.109	25375002	800	0	1	0	1	1	3
London Paddington	Carmarthen	Bristol Parkway and Swansea	EF02.120	25375002	800	0	0	5 <sup>6</sup>	5 <sup>6</sup>	5 <sup>6</sup>	0
Carmarthen	London Paddington	Swansea and Bristol Parkway	EF02.110	25375002	800	0	0	1	1	1	4
Carmarthen	London Paddington	Swansea and Bristol Parkway	EF02.120	25375002	800	0	0	5 <sup>6</sup>	5 <sup>6</sup>	5 <sup>6</sup>	0
London Paddington	Pembroke Dock	Bristol Parkway, Swansea and Carmarthen	EF02.111	25375002	800	0	0	0	0	0 WP 1 SP	0
Pembroke Dock	London Paddington	Carmarthen, Swansea and Bristol Parkway	EF02.112	25375002	800	0	0	0	0	0 WP 2 SP	0

1						2					
Service Group EF 02											
Service Description LONDON - SOUTH WALES						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times <sup>1</sup>		Off-Peak times <sup>2</sup>	Weekday <sup>3</sup>	Saturday	Sunday
						Morning Peak	Evening Peak				
Bristol Temple Meads	Swansea		EF02.113	25375002	800	0	0	0	0	1	0
Swansea	Pembroke Dock	Carmarthen	EF02.115	25375002	800	0	0	0	0	0 WP 1 SP	0
Swansea	Carmarthen	Carmarthen	EF02.114	25375002	800	0	0	0	0	1 <sup>7</sup> 1 SP	1
Carmarthen	Swansea		EF02.114	25375002	800	0	0	0	0	1 <sup>7</sup>	0
Carmarthen	Bristol Parkway		EF02.118	25375002	800	0	0	1 <sup>6</sup>	1 <sup>6</sup>	0	0
Bristol Parkway	Swansea		EF02.117	25375002	800	0	0	0	0	0	1
Bristol Parkway	Carmarthen		EF02.118	25375002	800	0	0	1 <sup>6</sup>	1 <sup>6</sup>	0	0
Swansea	Bristol Parkway		EF02.119	25375002	800	0	0	0	0	1	0

**Notes to Table:**

1 Peak times – arriving London Paddington between 07.30 and 10.01, departing London Paddington between 16.30 and 19.00

2 Off-Peak times - arriving at and departing from a relevant station outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

4 Not used

5 Not used

6 From the earlier of Expiry or PCD 2027 the right applies east of and including Swansea only

7 Expiry at commencement of PCD 2027