

113th 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 113th SUPPLEMENTAL AGREEMENT is dated

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 4th March 2016 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act.
- (B) The parties enter into this Supplemental Agreement in order to make amendments to Schedule 5 Table 2.1, Table 2.2 and Table 4.1

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:
 - (i) the date upon which the parties enter into this Supplemental Agreement pursuant to directions issued by the Office of Rail and Road under Section 22A of the Act; and
 - (ii) 0200 hours on 17th May 2026.

2. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and expire on the expiry date or earlier termination of the Track Access Contract, except where earlier termination of rights is shown in the relevant footnote.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5 Table 2.1, the entries for Service Group EF10 shall be augmented with the entries set out in Annex 1.
- 3.2 In Schedule 5 Table 2.1, the entry for Yeovil Pen Mill to Filton Abbey Wood (EF10.153) in Service Group EF13 shall be deleted and replaced with the entry set out in Annex 2.
- 3.3 In Schedule 5 Table 2.1, the entries for Service Groups EF13 shall be augmented with an additional note, "4: This has firm right to link as a through service to Filton Abbey Wood under EF10.150 in EF10".
- 3.4 In Schedule 5 Table 4.1, the entries for Service Groups EF10 shall be augmented with the entries set out in Annex 3.
- 3.5 In Schedule 5 Table 4.1, the entry for Yeovil Pen Mill and Filton Abbey Wood (EF10.153) in Service Group EF13 shall be deleted and replaced with the entry set out in Annex 4.

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.....
Duly authorised for and on behalf of
FIRST GREATER WESTERN LIMITED

Annex 1

1						2		
Service Group EF10								
Service Description BRISTOL SUBURBAN						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Bristol Temple Meads	Filton Abbey Wood		EF10.150	25488001	150	1 ¹	0	0
Filton Abbey Wood	North Filton	Filton Junction	EF10.151	25488001	150	14 ^{2;4;5}	13 ^{2;4;5}	0
North Filton	Filton Abbey Wood	Filton Junction	EF10.151	25488001	150	14 ^{2;4;5}	14 ^{2;4;5}	0
Bristol Temple Meads	North Filton	Filton Junction	EF10.152	25488001	150	3 ^{3;5}	4 ^{3;5}	15 ^{3;5}
North Filton	Bristol Temple Meads	Filton Junction	EF10.152	25488001	150	3 ^{3;5}	3 ^{3;5}	15 ^{3;5}

Notes to Table:

1. Firm right to a through service from Yeovil Pen Mill under reference EF13.153 in EF13.
2. Firm right only for one train per hour in each direction for all quantum in note 2 alone and in conjunction with quantum with note 3.
3. Firm right only for one train per hour in each direction for all quantum in note 3 alone and in conjunction with quantum with note 2.
4. Only available as a through service from Bristol Temple Meads (or vice versa) under reference EF10.150.
5. Applies from the later date of 1st September 2026 and the date of Phase 1 of MetroWest Phase 2 (the opening of North Filton station) is commissioned and available for use by the Services

Annex 2

1						2		
Service Group EF 13								
Service Description SOUTH WALES – SOUTH COAST						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Yeovil Pen Mill	Bristol Temple Meads		EF13.153	25471001	150	1 ⁴	0	0

Notes to Table:

4. This has firm right to link as a through service to Filton Abbey Wood under EF10.150 in EF10

Annex 3

1					2	3
Service Group EF 10						
Service Description BRISTOL SUBURBAN						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Bristol Temple Meads	North Filton		EF10.151	25488001	Lawrence Hill, Stapleton Road, Ashley Down, Filton Abbey Wood	
Filton Abbey Wood	North Filton		EF10.150	25488001		

Annex 4

1					2	3
Service Group EF 13						
Service Description SOUTH WALES – SOUTH COAST						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Yeovil Pen Mill	Bristol Temple Meads		EF13.153	25471001	Castle Cary, Frome, Westbury, Trowbridge, Bradford-on-Avon, Bath Spa	Bruton, Avoncliff, Freshford, Oldfield Park, Keynsham