

109th 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	4
7.	COUNTERPARTS.....	5
8.	ANNEX 1	9
9.	ANNEX 2.....	15

THIS 109th SUPPLEMENTAL AGREEMENT is dated 4th December 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 Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement; and
 - (ii) 0200 hours on 14th December 2025.

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 entry for Service Group EF01 amend footnote 4 to read, "Expires on the Subsidiary Change Date 2026", and amend footnote 5 to read, "From the Subsidiary Change date 2026".
- 3.2 In Schedule 5 Table 2.2, in the entry for Service Group EF01 amend footnotes 2 and 3 to read, "Applies until the Subsidiary Change date 2026"
- 3.3 In Schedule 5 Table 2.2, the entries for Service Groups EF03, EF04, EF09, and EF13 shall be deleted and replaced with the entries set out in Annex 1.
- 3.4 In Schedule 5 Table 2.2, in the entry for Service Group EF10 amend footnote 4 to read, "Applies until the Subsidiary Change date 2026"; amend footnote 5 to read, "Applies until the Subsidiary Change date 2026 and only available as a through service with EF10.141"; and amend footnote 6 to read, "Applies until the Subsidiary Change date 2026 and only available as a through service with EF10.139".
- 3.5 In Schedule 5 Table 4.1, the entry for Service Group EF11 shall be deleted and replaced with the entry set out in Annex 2.

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.....

Print

name..... Richard Rowland.....

Duly authorised for and on behalf of

FIRST GREATER WESTERN LIMITED

Annex 1

Table 2.2 Additional Passenger Train Slots

1					2		
Service Group EF03							
Service Description LONDON - THE COTSWOLDS					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Cheltenham Spa	London Paddington		EF03.251	25390003	1	0	0
Gloucester	Swindon		EF03.252	25390003	0	0	1
Moreton-in-Marsh	Evesham		EF03.254	25392003	1 ³	0	0

Notes to Table:

1. Not used
2. Not used
3. Applies until the Subsidiary Change date 2026

1					2		
Service Group EF04							
Service Description LONDON - WEST OF ENGLAND					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
London Paddington	Exeter St Davids	Hungerford, Castle Cary and Taunton	EF04.202	25397003	0	0	1 ²

Notes to Table:

1. Note used
2. Expires on the-Subsidiary Change Date 2026.

1					2		
Service Group EF09							
Service Description North Downs					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Shalford	Gatwick Airport		EF09.201	25521007	1 ¹	0	0
Gatwick Airport	Reading	Guildford and Reigate	EF09.202	25521007	2 ²	0	0

Notes to Table:

1. Applies from SCD 2025 and expires on the Subsidiary Change Date 2026. Only available as a through service with a right in EF09.105 for a service departing Reading between 20.00 and 21.00.
2. Applies from SCD 2025 and expires on the Subsidiary Change Date 2026.

1					2		
Service Group EF13							
Service Description SOUTH WALES - SOUTH COAST					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
Fareham	Portsmouth and Southsea		EF13.201	25470001	0	1 ¹	0
Portsmouth Harbour	Cardiff Central		EF13.202	25470001	0	0	1
Portsmouth Harbour	Bristol Temple Meads		EF13.203	25470001	0	0	1
Salisbury	Bristol Temple Meads		EF13.204	25470001	1	0	0
Westbury	Salisbury		EF13.205	25470001	1	0	0
Bristol Temple Meads	Westbury		EF13.206	25471001	0	1 ²	0

Notes to Table:

1 Applies 6 weeks in 52 during each Principal and following Subsidiary Timetable combined, and not when footnote 3 to Table 2.1 provides a right.

2 Expires on the Subsidiary Change Date 2026.

Annex 2

Table 4.1: Calling Patterns

1					2	3
Service Group EF 11						
Service Description 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
Exeter Central	Barnstaple		EF11.103 and EF11.109	25480001	Exeter St Davids, Crediton, Eggesford	Newton St Cyres, Yeoford, Coplestone, Morchard Road, Lapford, Kings Nympton, Portsmouth Arms, Umberleigh, Chapleton
Exeter St Davids	Barnstaple		EF11.104 and EF11.110	25480001	Crediton, Eggesford	Newton St Cyres, Yeoford, Coplestone, Morchard Road, Lapford, Kings Nympton, Portsmouth Arms, Umberleigh, Chapleton
Paignton	Exmouth		EF11.101 and EF11.107	25462001 and 25482001	Torquay, Newton Abbot, Teignmouth, Dawlish, Marsh Barton, Exeter St Davids, Exeter Central, Newcourt, Digby & Sowton, Topsham, Lympstone Commando, Lympstone Village	Torre, Dawlish Warren, Starcross, Exeter St Thomas, St James' Park, Polsloe Bridge, Exton
Paignton	Exeter St Davids		EF11.111 and EF11.114	25462001	Torquay, Newton Abbot, Teignmouth, Dawlish, Marsh Barton	Torre, Dawlish Warren, Starcross, Exeter St Thomas
Paignton	Newton Abbot		EF11.112 and EF11.115	25462001	Torquay	Torre
Plymouth	Newton Abbot		EF11.117, EF11.121 and EF11.208	25462001	Totnes	Ivybridge
Exeter St Davids	Plymouth		EF11.113, EF11.116 and EF11.226	25462001	Marsh Barton, Dawlish, Teignmouth, Newton Abbot, Totnes,	Exeter St Thomas, Starcross, Dawlish Warren, Ivybridge
Paignton	Exeter St James' Park		EF11.123 and EF11.125	25462001 and 25482001	Torquay, Newton Abbot, Teignmouth, Dawlish, Marsh Barton, Exeter St Davids, Exeter Central	Torre, Dawlish Warren, Starcross, Exeter St Thomas,
Paignton	Exeter Central		EF11.119	25462001	Torquay, Newton Abbot, Teignmouth, Dawlish, Marsh Barton, Exeter St Davids	Torre, Dawlish Warren, Starcross, Exeter St Thomas
Exeter St James Park	Barnstaple		EF11.120 and EF11.121	25482001 and 25480001	Exeter Central, Exeter St Davids, Crediton, Eggesford	Newton St Cyres, Yeoford, Coplestone, Morchard Road, Lapford, Kings Nympton, Portsmouth Arms, Umberleigh, Chapleton
Okehampton	Exeter St Davids		EF11.123	25480001	Okehampton Interchange ¹ , Crediton,	Newton St Cyres
Okehampton	Exeter Central		EF11.124	25482001 and 25480001	Okehampton Interchange ¹ , Crediton, Exeter St Davids	Newton St Cyres

1					2	3
Service Group EF 11						
Service Description EXETER SUBURBAN						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional stations
Exeter St Davids	Axminster		EF11.126	25482001	Exeter Central, Pinhoe, Cranbrook, Honiton	Feniton

Notes to Table:

1: Applies from Principal Change Date 2025, subject to the infrastructure being available at Okehampton Interchange.