

# 115th 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 115th SUPPLEMENTAL AGREEMENT** is dated \_\_\_\_\_ 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 17 of the Act.
- (B) The parties enter into this Supplemental Agreement in order to make amendments to Schedule 5 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 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

## **2. EFFECTIVE DATE AND TERM**

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

### 3. AMENDMENTS TO THE CONTRACT

3.1 In Schedule 5, Table 2.1 as it applies to EF01, add the following row:

London Paddington	Bristol Temple Meads	Chippenham	EF01.118	25370002	800	0	1	0	1	0	0
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3.2 In Schedule 5, Table 2.1 as it applies to EF05, add the following rows:

London Paddington	Oxford	EF05.121 (fast)	25507005	800	0	0	1	1	0	0
Oxford	London Paddington	EF05.122 (fast)	25507005	800	1	0	0	1	0	0

3.3 In Schedule 5, Table 4.1 as it applies to EF01, add the following row:

London Paddington	Bristol Temple Meads	Chippenham	EF01.118	25370002	Bath Spa	
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3.4 In Schedule 5, Table 4.1 as it applies to EF05, add the following rows:

London Paddington	Oxford	EF05.121 (Fast),	25507005	Reading	
Oxford	London Paddington	EF05.122 (Fast),	25507005	Didcot Parkway, Reading	

### 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**