

119th 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 119th SUPPLEMENTAL AGREEMENT is dated 27th August 2026 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 and Table 2.2 for Service group EF09.

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 13th December 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 entry for Service Group EF09 shall be replaced with the entry set out in Annex 1.

3.2. In Schedule 5 Table 2.2, the entry for Service Group EF09 shall be 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

1						2		
Service Group EF09								
Service Description NORTH DOWNS						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Reading	Gatwick Airport	Guildford and Reigate	EF09.101	25521007	165 - 1	22	20	18
Reading	Gatwick Airport	Guildford and Reigate	EF09.111	25522007 between Reading and Redhill; 25521007 between Redhill and Gatwick	165 - 1	11	14	11
Gatwick Airport	Reading	Reigate and Guildford	EF09.102	25521007	165 - 1	20	20	18
Gatwick Airport	Reading	Reigate and Guildford	EF09.111	25521007 between Gatwick and Redhill 25522007 between Redhill and Reading;	165 - 1	13	14	11
Redhill	Gatwick Airport		EF09.107	25521007	165 - 1	1	1	0
Reading	Redhill	Guildford and Reigate	EF09.103	25522007	165 - 1	2	0	0
Redhill	Reading	Reigate and Guildford	EF09.104	25522007	165 - 1	2	0	0
Reading	Shalford	Guildford and Reigate	EF09.105	25522007	165 - 1	2	1	0
Shalford	Reading	Reigate and Guildford	EF09.106	25522007	165 - 1	1	0	0
Reading	Guildford		EF09.109	25522007	165 - 1	0	0	1

Notes to Table:

None.

Annex 2

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
Gatwick Airport	Reading	Guildford and Reigate	EF09.203	25521007	2 FO ³ 1 MO ³	1 ³	1 ³
Reading	Gatwick Airport	Guildford and Reigate	EF09.203	25521007	1 MO ³	2 ³	0
Guildford	Gatwick Airport		EF09.204	25521007	0	0	1 ⁴
Shalford	Gatwick Airport		EF09.205	25521007	1FO ⁵	0	0

Notes to Table:

1. Expires on the Principal Change Date 2027. Only available as a through service with a right in EF09.105 for a service departing Reading between 20.00 and 21.00.
2. Expires on the Principal Change Date 2027.
3. Applies between May 2026 Timetable Periods E, 17th May 2026, and G, 13th September 2026.
4. Commences on 7th June 2026 and expires 6th September 2026. Only available as a through service with a right in EF09.109.
5. Commences on 5th June 2026 and expires 11th September 2026. Only available as a through service with a right in EF09.105 for a service departing Reading between 22.30 and 23.30.