

61st 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 61ST SUPPLEMENTAL AGREEMENT is dated 15th May 2020 and made

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 0300hrs on 17th May 2020.

BETWEEN:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED**, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London NW1 2DN (“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 which has been amended by various Supplemental Agreements, each in a form approved by ORR pursuant to section 22 of the Act (the “Contract”).
- (B) The parties propose to enter into this Supplemental Agreement in order to correct the quantum of rights in service groups EF01, EF04 and EF10 and provide 90-day period contingent rights for two services in EF12.

IT IS HEREBY AGREED as follows:

2. EFFECTIVE DATE AND TERM

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall expire ninety days later.

3. ORR – GENERAL APPROVAL

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

4. AMENDMENTS TO THE CONTRACT

4.1 In Schedule 5 Table 2.1, the following passenger slots shall be amended as set out in Annex 1:

4.1.1 In EF01 LONDON – BRISTOL, the row for “EF01 London Paddington to Bristol Temple Meads” referenced “EF01.101” “via Chippenham”;

4.1.2 in EF01 LONDON – BRISTOL, the row for “EF01 Bristol Temple Meads to London Paddington” referenced “EF01.103” “via Chippenham”;

4.1.3 in EF01 LONDON – BRISTOL, the row for “EF01 London Paddington to Weston-super-Mare” referenced “EF01.108” “via Chippenham”;

4.1.4 in EF01 LONDON – BRISTOL, the row for “EF01 Weston-super-Mare to London Paddington” referenced “EF01.110” “via Chippenham”;

4.1.5 in EF04 LONDON – WEST OF ENGLAND, the row for “EF04 Paignton to London Paddington” referenced “EF04.112” “via Weston-super-Mare and Chippenham”;

4.1.6 in EF10 BRISTOL SUBURBAN, the row for “EF10 Bristol Temple Meads to Weston-super-Mare” referenced “EF10.135”;

4.1.7 in EF10 BRISTOL SUBURBAN, the row for “EF10 Weston-super-Mare to Bristol Temple Meads” referenced “EF10.136”;

4.1.8 in EF12 DEVON AND CORNWALL, the row for “EF12 St Erth to St Ives” referenced “EF12.120; and

4.1.9 in EF12 DEVON AND CORNWALL, the row for “EF12 St Ives to St Erth” referenced “EF12.121.

4.2 In Schedule 5 Table 2.2, the following passenger slots shall be added as set out in Annex 2:

4.2.1 In EF12 DEVON AND CORNWALL, the row for “EF12 St Erth to St Ives” referenced “EF12.203; and

4.2.2 in EF12 DEVON AND CORNWALL, the row for “EF12 St Ives to St Erth” referenced “EF12.204.

5. 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.

6. 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.

7. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

8. 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...Mike Gallop.....

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

5. GENERAL

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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...Matthew Golton

Duly authorised for and on behalf of

FIRST GREATER WESTERN LIMITED

ANNEX 1

Table 2.1 Passenger Train Slots EF01

1						2					
EF 01											
Service description LONDON - BRISTOL						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
London Paddington	Bristol Temple Meads	Chippenham	EF01.101	25370002	800	0	3	25	28	27 WP 22 SP	19 ⁴
Bristol Temple Meads	London Paddington	Chippenham	EF01.103	25370002	800	5	0	26	31	26 WP 23 SP	17
London Paddington	Weston-super-Mare	Chippenham	EF01.108	25370002	800	0	1	0	1	2 WP 7 SP	6
Weston-super-Mare	London Paddington	Chippenham	EF01.110	25370002	800	2	0	0	2	3 WP 7 SP	7

Table 2.1 Passenger Train Slots EF04

1						2					
EF 04											
Service description LONDON - WEST OF ENGLAND											
From	To	Via	Description	TSC	Timing Load	Peak times ¹		Off-Peak times ²	Weekday ³	Saturday	Sunday
						Morning Peak	Evening Peak				
Paignton	London Paddington	Weston-super-Mare and Chippenham	EF04.112	25397003	800	0	0	0	0	0	1

Table 2.1 Passenger Train Slots EF10

EF 10								
Service description BRISTOL SUBURBAN						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Bristol Temple Meads	Weston-super-Mare		EF10.135	25467001	150	2	10	6
Weston-super-Mare	Bristol Temple Meads		EF10.136	25467001	150	3	9	9

Table 2.1 Passenger Train Slots EF12

1						2		
EF 12								
Service description DEVON AND CORNWALL						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
St. Erth	St. Ives		EF12.120	25479001	150	27	22	16 WP 18 SP
St. Ives	St. Erth		EF12.121	25479001	150	27	22	16 WP 18 SP

ANNEX 2*Table 2.2: Additional Passenger Train Slots EF12*

1					2		
EF12							
Service description DEVON AND CORNWALL					Additional Passenger Train Slots		
From	To	Via	Description	TSC	Weekday	Saturday	Sunday
St. Erth	St. Ives		EF12.203	25479001	0	0	1 SP
St. Ives	St. Erth		EF12.203	25479001	0	0	1 SP