

Thirty Seventh Supplemental Agreement

between

NETWORK RAIL INFRASTRUCTURE LIMITED

as Network Rail

and

MTR CORPORATION (CROSSRAIL) LIMITED

as Train Operator

relating to the Track Access Contract (Passenger Services) dated 21st November 2018

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THIS 37TH SUPPLEMENTAL AGREEMENT is dated 13th August 2024 and made

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) **MTR CORPORATION (CROSSRAIL) LIMITED**, (the “Train Operator”), a company registered in England under number 08754715 having its registered office at One Fleet Place, London EC4M 7WS (the “Train Operator”).

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 amend Appendix 1 of Schedule 8 within the Track Access Contract to reflect revised berthing offsets in service group EX01.

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 0200hrs on 18th August 2024.

2. EFFECTIVE DATE AND TERM

The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect at the Expiry Date or earlier termination of the Contract.

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

Appendix 1 of Schedule 8 shall be deleted in its entirety and replaced with the entry set out in Annex 1.

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 MARCUS JONES.....

Duly authorised for and on behalf of

NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by.....

Print name MIKE BAGSHAW.....

Duly authorised for and on behalf of

MTR CORPORATION (CROSSRAIL) LIMITED

ANNEX 1

APPENDIX 1 OF SCHEDULE 8

Appendix 1 to Schedule 8 7th, 12th, 14th, 21st, 27th, 29th, 30th, 34th, 35th, 37th

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate (£)	Performance Point	Payment Rate (£)							
EX01 Crossrail East Off-Peak	2024-25 [Redacted]	[Redacted]	[Redacted]	[Redacted]	12.7	100	381	Crossrail	Forward	Stratford	[Redacted]
	2025-26 [Redacted]						381	Crossrail	Forward	Romford	[Redacted]
	2026-27 [Redacted]						381	Crossrail	Forward	Ealing Broadway	[Redacted]
	2027-28 [Redacted]						381	Crossrail	Forward	Hayes & Harlington	[Redacted]
	2028-29 [Redacted]						381	Crossrail	Forward	Maidenhead	[Redacted]
							381	Crossrail	Forward	Reading	[Redacted]
							381	Crossrail	Reverse	Gidea Park	[Redacted]
							381	Crossrail	Reverse	Ilford	[Redacted]
							381	Crossrail	Reverse	Shenfield	[Redacted]
							381	Crossrail	Reverse	Slough	[Redacted]
				381	Crossrail	Reverse	London Paddington	[Redacted]			

EX01 Crossrail East Peak	2024-25 [Redacted]	[Redacted]	[Redacted]	[Redacted]	10.4	100	381	Crossrail	Forward	London Liverpool Street High Street Level	[Redacted]
	2025-26 [Redacted]						381	Crossrail	Forward	Stratford	[Redacted]
	2026-27 [Redacted]						381	Crossrail	Forward	Romford	[Redacted]

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							381	Crossrail	Forward	Maidenhead	[Redacted]
							381	Crossrail	Forward	Reading	[Redacted]
							381	Crossrail	Reverse	Gidea Park	[Redacted]
							381	Crossrail	Reverse	Ilford	[Redacted]
							381	Crossrail	Reverse	Shenfield	[Redacted]
							381	Crossrail	Reverse	Slough	[Redacted]
							381	Crossrail	Reverse	London Paddington	[Redacted]

Notes to Table 29th: 35th

1 Please note that due to the Performance Monitoring System being unable to apply Peak and Off Peak for the same Service in the same Service Code, the setup of the reference data in the

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Performance Monitoring Systems has been altered to allow a Peak or Off Peak Service to the east of London to differ from a Peak or Off Peak Service to the west of London for that same Service. Services in Train Service Code 25381001 will be mapped to a proxy 384 Service Code, rather than the 381 Service Code. The set up of 384 Service Code in the Performance Monitoring System is the same as 381 except for the peak rule, this has no impact on the Peak Definition in this Contract.