

# THIRTY FIFTH SUPPLEMENTAL AGREEMENT

between

**NETWORK RAIL INFRASTRUCTURE LIMITED**

as Network Rail

and

**MTR Corporation (Crossrail) Limited**

as Train Operator

Relating to the Track Access Contract dated 21<sup>st</sup> November 2018

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**THIS THIRTY FIFTH SUPPLEMENTAL AGREEMENT** is dated 02<sup>nd</sup> August 2024 and made

**BETWEEN:**

- (1) **Network Rail Infrastructure Limited**, a company registered in England under company number 2904587 having its registered office at Waterloo General Office, London, United Kingdom, SE1 8SW (“Network Rail”); and
- (2) **MTR Corporation (Crossrail) Limited**, a company registered in England under number 08754715 having its registered office at Providence House, Providence Place, London N1 0NT (the “Train Operator”).

**WHEREAS:**

- (A) The parties entered into a First Crossrail Track Access Contract dated 21<sup>st</sup> November 2018 in a form approved by the Office of Rail and Road (“ORR”) pursuant to Section 18(7) of the Act; (which is hereafter referred to as the “Contract”).
- (B) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

**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 ORR issues its approval pursuant to section 22 of the Act of the terms of this Supplemental Agreement.

**2. EFFECTIVE TERM AND DATE**

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 on the Expiry Date, or at an earlier date where specified, or earlier termination of the Contract.

**3. RETROSPECTIVE EFFECT**

Notwithstanding the Effective Date, the amendments to the contract shall be applied retrospectively from 02:00 on 1<sup>st</sup> April 2024.

**4. AMENDMENTS TO SCHEDULE 8**

In Schedule 8, **Appendix 1** shall be deleted and replaced with the version as shown in Annex 1 to this Supplemental Agreement.

**5. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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”, “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 any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, entered into this Supplemental Agreement on the date first above written.

**SIGNED** by

duly authorised for and on behalf of )  
**NETWORK RAIL** )  
**INFRASTRUCTURE LIMITED** )

**SIGNED** by )  
)  
duly authorised for and on behalf of )  
**MTR Corporation (Crossrail) Limited** )



Appendix 1 to Schedule 8<sup>7th, 12th, 14th, 21st, 27th, 29th, 30th, 34th, 35th</sup>

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]	12.7	100	381	Crossrail	Forward	Stratford	[Redacted]
	2025-26	[Redacted]	[Redacted]	[Redacted]			381	Crossrail	Forward	Romford	[Redacted]
	2026-27	[Redacted]	[Redacted]	[Redacted]			381	Crossrail	Forward	Ealing Broadway	[Redacted]
	2027-28	[Redacted]	[Redacted]	[Redacted]			381	Crossrail	Forward	Hayes & Harlington	[Redacted]
	2028-29	[Redacted]	[Redacted]	[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]
EX01  Crossrail East Peak	2024-25	[Redacted]	[Redacted]	[Redacted]	10.4	100	381	Crossrail	Forward	London Liverpool Street High Street Level	[Redacted]
	2025-26	[Redacted]	[Redacted]	[Redacted]			381	Crossrail	Forward	Stratford	[Redacted]
	2026-27	[Redacted]	[Redacted]	[Redacted]			381	Crossrail	Forward	Romford	[Redacted]
	2027-28	[Redacted]	[Redacted]	[Redacted]			381	Crossrail	Forward	Ealing Broadway	[Redacted]
	2028-29	[Redacted]	[Redacted]	[Redacted]			381	Crossrail	Forward	Hayes & Harlington	[Redacted]

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							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 <sup>29th: 35th</sup>

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 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.