

# FIFTH SUPPLEMENTAL AGREEMENT

between

**Rail for London (Infrastructure) Limited**  
as Infrastructure Manager (RfL(I))

and

**MTR Corporation (Crossrail) Limited**  
as Train Operator

Relating to the Track Access Contract (Passenger Services – Interim Charging Framework) dated 16 May 2022

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**THIS FIFTH SUPPLEMENTAL AGREEMENT** is dated 12 December 2024 and made

**BETWEEN:**

- (1) **Rail for London (Infrastructure) Limited**, a company registered in England under number 09366341 having its registered office at 5 Endeavour Square, London E20 1JN ("**RfL(I)**"); and
- (2) **MTR Corporation (Crossrail) Limited**, a company registered in England under number 08754715 having its registered office at One Fleet Place, London EC4M 7WS (the "**Train Operator**").

**WHEREAS:**

- (A) RfL(I) and the Train Operator entered into a Track Access Contract (Passenger Services – Interim Charging Framework) dated 16 May 2022 in a form approved by the ORR pursuant to section 18 of the Act.
- (B) With the approval of the ORR pursuant to section 22 of the Act, the parties have amended the Track Access Contract (Passenger Services – Interim Charging Framework) by way of a First Supplemental Agreement dated 13<sup>th</sup> September 2022, a Second Supplemental Agreement dated 3<sup>rd</sup> November 2022 and a Third Supplemental Agreement dated 15<sup>th</sup> May 2023.
- (C) 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:

- 1.1 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 otherwise specified or the context requires otherwise;
- 1.2 "**Contract**" means the Track Access Contract (Passenger Services – Interim Charging Framework) referred to in Recital (A), as amended by the supplemental agreements referred to in Recital (B); and
- 1.3 "**Effective Date**" means 02:00 on 15 December 2024.

**2 ORR GENERAL APPROVAL**

- 2.1 This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.

### **3 EFFECTIVE TERM AND DATE**

- 3.1 The amendments made to the Contract as set out in this Supplemental Agreement shall have effect from 02:00 15th December 2024.
- 3.2 The amendments shall apply for a period of 90 days from the Effective Date or until the Fourth Supplemental Agreement comes into effect; whichever is the sooner.

### **4 AMENDMENTS TO THE CONTRACT**

- 4.1 The words “Not used.” under the heading Table 2.2: Additional Passenger Train Slots as set out in Schedule 5 of the Contract shall be deleted and replaced with Table 2.2 shown in Annex 1 (Table 2.2 in Schedule 5) of this Supplemental Agreement; and
- 4.2 The updates contained in Annex 1 are in line with the 4th Supplemental Agreement for December 2024 changes.

### **5 GENERAL**

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.

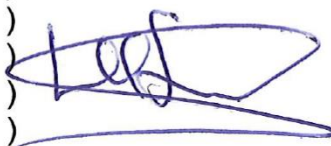
### **8 COUNTERPARTS**

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** RfL(I) 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  
**Rail for London (Infrastructure)  
Limited**

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**SIGNED** by

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

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**ANNEX 1: TABLE 2.2 IN SCHEDULE 5**

<i>Table 2.2: Additional Passenger Train Slots<sup>1</sup></i>						2					
<b>Service Group:</b> EX10: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point (PEAK) / EX11: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point (OFF-PEAK)											
<b>Service description: Westbourne Park Junction Connection Point – Abbey Wood / Pudding Mill Lane Junction Connection Point</b>						<b>Passenger Train Slots</b>					
From	To	Via	Description	TSC	Timing Load	Peak Times <sup>1</sup>		Off-Peak times	Weekday <sup>1</sup>	Saturday <sup>2</sup>	Sunday
						AM Peak	PM Peak				
Paddington (CCOS)	Westbourne Park Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	0	0	1	1	1	6
Westbourne Park Junction Connection Point	Paddington (CCOS)	Direct	Stopping	21381901 (off peak)	345	0	0	1	1	0	3
Pudding Mill Lane Junction Connection Point	Westbourne Park Junction Connection Point	Direct	Stopping	21381901 (off peak)	345	0	0	0	0	0	1