

# TWENTY FIRST 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 TWENTY FIRST SUPPLEMENTAL AGREEMENT** is dated 24<sup>th</sup> April 2023 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 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 08 December 2019.

**4. AMENDMENTS TO SCHEDULE 4 & SCHEDULE 8**

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

In Schedule 8, **Appendix 3** shall be deleted and replaced with the version as shown

in Annex 2 to this Supplemental Agreement.

In Schedule 4, **Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue** shall be deleted and replaced with the version as shown in Annex 3 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** )



David Davidson, Route Western Director

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



**ANNEX 1**

**“Appendix 1 to Schedule 8 7<sup>th</sup>, 12<sup>th</sup>, 14<sup>th</sup>, 21<sup>st</sup>”**

A	B		C	D		E	F	G	H		I	J	K
Service Group	Network Rail		Payment Rate	TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting	
	Performance Point	Payment Rate		Performance Point	Payment Rate								
EX01 Crossrail East Off-Peak	2019-20	0.5718	£8,891.74	2019-20	0.1513	9	90	381	Crossrail East	Forward	Stratford	0.4506	
	2020-21	0.5718		2020-21	0.1513			381	Crossrail East	Forward	Romford	0.0494	
	2021-22	0.5884		2021-22	0.1557			381	Crossrail East	Reverse	Gidea Park	0.2001	
	2022-23	0.5884		2022-23	0.1557			381	Crossrail East	Reverse	Ilford	0.2198	
	2023-24	0.5884		2023-24	0.1557			381	Crossrail East	Reverse	Shenfield	0.0801	
EX01 Crossrail East Peak	2019-20	0.7591	£6,560.91	2019-20	0.5396	8	90	381	Crossrail East	Forward	London Liverpool Street High Street Level	0.0414	
	2020-21	0.7591		2020-21	0.5396			381	Crossrail East	Forward	Stratford	0.4112	
	2021-22	0.7814		2021-22	0.5555			381	Crossrail East	Forward	Romford	0.0474	
	2022-23	0.7814		2022-23	0.5555			381	Crossrail East	Reverse	Gidea Park	0.2009	
	2023-24	0.7814		2023-24	0.5555			381	Crossrail East	Reverse	Ilford	0.2185	
EX02 Heathrow Local Service Off-Peak	2019-20	1.5410	£4,432.26	0.2930	£5,671.38	20	120	384	Crossrail West	Forward	Hayes & Harlington	0.2200	
	2020-21	1.5410						384	Crossrail West	Forward	Maidenhead	0.1600	
	2021-22	1.5410						384	Crossrail West	Forward	Reading	0.1200	
	2022-23	1.5410						384	Crossrail West	Reverse	Slough	0.1450	
	2023-24	1.5410						384	Crossrail West	Reverse	London Paddington	0.3550	

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EX02 Heathrow Local Service Peak	2019-20	2.0209	£3,499.45	0.4292	£1,750.08	15	120	384	Crossrail West	Forward	Hayes & Harlington	0.3300
	2020-21	2.0209						384	Crossrail West	Forward	Maidenhead	0.1100
	2021-22	2.0209						384	Crossrail West	Forward	Reading	0.0600
	2022-23	2.0209						384	Crossrail West	Reverse	Slough	0.0300
	2023-24	2.0209						384	Crossrail West	Reverse	London Paddington	0.4700

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**ANNEX 2****“Appendix 3 to Schedule 8 <sup>21st</sup>****SPP threshold**

	<b>Period:</b>	<b>3</b>	<b>6</b>	<b>10</b>	<b>13</b>
2019/20	£144,907	£144,907	£144,907	£144,907	£144,907
2020/21	£144,907	£144,907	£144,907	£144,907	£144,907
2021/22	£145,287	£145,287	£145,667	£146,047	£146,553
2022/23	£146,553	£146,553	£146,553	£146,553	£146,553
2023/24	£146,553	£146,553	£146,553	£146,553	£146,553

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**ANNEX C****“Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue<sup>11th, 21st</sup>**

<b>Service Group</b>	<b>Description</b>	<b>Defined Service Group Revenue</b>
EX01	Shenfield – Pudding Mill Lane Junction Connection Point/Liverpool Street (Off Peak)	£45,997,628.20
EX01	Shenfield – Pudding Mill Lane Junction Connection Point/Liverpool Street (Peak)	£39,177,836.40
EX02	Paddington - Hayes & Harlington (Heathrow)  Paddington – Maidenhead / Reading (Off Peak)	£19,444,999.26
EX02	Paddington - Hayes & Harlington (Heathrow)  Paddington – Maidenhead / Reading (Peak)	£14,173,517.49

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