

TWENTY 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 dated 21st November 2018

CONTENTS

1.	INTERPRETATION	2
2.	EFFECTIVE DATE AND TERM	3
3.	RETROSPECTIVE EFFECT	3
4.	AMENDMENTS TO SCHEDULE 8	3
5.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	4
6.	THIRD PARTY RIGHTS	4
7.	LAW	4
8.	COUNTERPARTS	4
	ANNEX 1 – Schedule 8, Appendix 1	6
	ANNEX 2 – Annex A to Part 3 of Schedule 4 – Notification Factors	7
	ANNEX 3 – Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights	8
	ANNEX 4 – Annex C to Part 3 of Schedule 4 – Payment Rate per train mile	13
	ANNEX 5 – Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue	15
	ANNEX 6 – Annex 1 Schedule 7 – Appendix 7C Default Train Consist Data	16

THIS TWENTY SEVENTH SUPPLEMENTAL AGREEMENT is dated 21st July 2023 and made

BETWEEN:

- (1) **Network Rail Infrastructure Limited**, a company registered in England under company number 2904587 having its registered office 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 21st 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 28 May 2023.

4. AMENDMENTS TO SCHEDULE 4 & SCHEDULE 8

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

In Schedule 4, **Annex A to Part 3 of Schedule 4 – Notification Factors** shall be deleted and replaced with the versions as shown in Annex 2 to this Supplemental Agreement.

In Schedule 4, **Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights** shall be deleted and replaced with the versions as shown in Annex 3 to this Supplemental Agreement.

In Schedule 4, **Annex C to Part 3 of Schedule 4 – Payment Rate per train mile** shall be deleted and replaced with the versions as shown in Annex 4 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 versions as shown in Annex 5 to this Supplemental Agreement.

In Schedule 7, **Annex 1 Appendix 7C Default Train Consist Data**, shall be deleted and replaced with the versions as shown in Annex 6 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.

OFFICIAL

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) Marcus Jones
INFRASTRUCTURE LIMITED)

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

ANNEX 1

“Schedule 8, Appendix 1 7th, 12th, 14th, 21st,

Applies until 27th May 2023

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	2019-20	[Redacted]	£8,891.74	2019-20	[Redacted]	9	90	381	Crossrail East	Forward	Stratford	[Redacted]
	2020-21	[Redacted]		2020-21	[Redacted]			381	Crossrail East	Forward	Romford	[Redacted]
	2021-22	[Redacted]		2021-22	[Redacted]			381	Crossrail East	Reverse	Gidea Park	[Redacted]
	2022-23	[Redacted]		2022-23	[Redacted]			381	Crossrail East	Reverse	Ilford	[Redacted]
	2023-24	[Redacted]		2023-24	[Redacted]			381	Crossrail East	Reverse	Shenfield	[Redacted]
EX01 Crossrail East Peak	2019-20	[Redacted]	[Redacted]	2019-20	[Redacted]	8	90	381	Crossrail East	Forward	London Liverpool Street High Street Level	[Redacted]
	2020-21	[Redacted]	[Redacted]	2020-21	[Redacted]			381	Crossrail East	Forward	Stratford	[Redacted]
	2021-22	[Redacted]	[Redacted]	2021-22	[Redacted]			381	Crossrail East	Forward	Romford	[Redacted]
	2022-23	[Redacted]	[Redacted]	2022-23	[Redacted]			381	Crossrail East	Reverse	Gidea Park	[Redacted]
	2023-24	[Redacted]	[Redacted]	2023-24	[Redacted]			381	Crossrail East	Reverse	Ilford	[Redacted]
EX02 Heathrow Local Service Off-Peak	2019-20	[Redacted]	[Redacted]	[Redacted]	[Redacted]	20	120	384	Crossrail West	Forward	Hayes & Harlington	[Redacted]
	2020-21	[Redacted]	[Redacted]	[Redacted]	[Redacted]			384	Crossrail West	Forward	Maidenhead	[Redacted]
	2021-22	[Redacted]	[Redacted]	[Redacted]	[Redacted]			384	Crossrail West	Forward	Reading	[Redacted]
	2022-23	[Redacted]	[Redacted]	[Redacted]	[Redacted]			384	Crossrail West	Reverse	Slough	[Redacted]
	2023-24	[Redacted]	[Redacted]	[Redacted]	[Redacted]							

							384	Crossrail West	Reverse	London Paddington	[Redacted]		
EX02 Heathrow Local Service Peak	2019-20	[Redacted]	[Redacted]	[Redacted]	[Redacted]	15	120	384	Crossrail West	Forward	Hayes & Harlington	[Redacted]	
	2020-21	[Redacted]							384	Crossrail West	Forward	Maidenhead	[Redacted]
	2021-22	[Redacted]							384	Crossrail West	Forward	Reading	[Redacted]
	2022-23	[Redacted]							384	Crossrail West	Reverse	Slough	[Redacted]
	2023-24	[Redacted]							384	Crossrail West	Reverse	London Paddington	[Redacted]

“

Applies from 28th May 2023

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			Performance Point	Payment Rate								
EX01 Off-Peak	2019-20	[Redacted]	[Redacted]	2019-20	[Redacted]	[Redacted]	[Redacted]	100	381	Crossrail	Forward	Stratford	[Redacted]
	2020-21	[Redacted]		2020-21	[Redacted]				381	Crossrail	Forward	Romford	[Redacted]
	2021-22	[Redacted]		2021-22	[Redacted]				381	Crossrail	Forward	Ealing Broadway	[Redacted]
	2022-23	[Redacted]		2022-23	[Redacted]				381	Crossrail	Forward	Hayes & Harlington	[Redacted]
	2023-24	[Redacted]		2023-24	[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 Peak	2019-20	[Redacted]	[Redacted]	2019-20	[Redacted]	£2,446.17	10.4	100	381	Crossrail	Forward	London Liverpool Street High Street Level	[Redacted]
	2020-21	[Redacted]		2020-21	[Redacted]				381	Crossrail	Forward	Stratford	[Redacted]
	2021-22	[Redacted]		2021-22	[Redacted]				381	Crossrail	Forward	Romford	[Redacted]
	2022-23	[Redacted]		2022-23	[Redacted]				381	Crossrail	Forward	Ealing Broadway	[Redacted]
	2023-24	[Redacted]		2023-24	[Redacted]				381	Crossrail	Forward	Hayes & Harlington	[Redacted]
									381	Crossrail	Forward	Maidenhead	[Redacted]
									381	Crossrail	Forward	Reading	[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]

ANNEX 2

“Annex A to Part 3 of Schedule 4 – Notification Factors

Applies until 27th May 2023

	A	B	C	D	E
Service Group Description	Service Group Code	Type	By D-26	By TW-22	After TW-22
MTR Crossrail					
Crossrail East	EX01	Off Peak	0.69	0.69	0.90
Crossrail East	EX01	Peak	0.69	0.69	0.90
Crossrail West	EX02	Off Peak	0.31	0.31	0.90
Crossrail West	EX02	Peak	0.31	0.31	0.90

Applies from 28th May 2023

	A	B	C	D	E
Service Group Description	Service Group Code	Type	By D-26	By TW-22	After TW-22
MTR Crossrail					
Crossrail	EX01	Off Peak	0.69	0.69	0.90
Crossrail	EX01	Peak	0.69	0.69	0.90

“

ANNEX 3

“Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights^{11th}”

Applies until 27th May 2023

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	S4CS Code	Description of Possession Response	Comments	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					No Bus Replacement (0%)	EBMs Total
								From	To	Miles	Trains	From	To	Miles	Trains	% Trains		
Shenfield - Stratford / Liverpool Street																		
Shenfield (SNF)	Brentwood (BRE)	2 tracks available	EX001	No bus replacement - revised timetable in use.														
		All 4 lines blocked	EX002	Full bus replacement Shenfield to Brentwood.		EX01	100%	SNF	BRE	2						0		
Brentwood (BRE)	Romford (RMF)	2 tracks available	EX003	No bus replacement - revised timetable in use.														
		All 4 lines blocked	EX004	Full bus replacement Brentwood to Romford, partial bus replacement Shenfield to Brentwood.		EX01	100%	BRE	RMF	5.75	SNF	BRE	2			0		
Romford (RMF)	Ilford (IFD)	2 tracks available	EX005	No bus replacement - revised timetable in use														
		All 4 lines blocked	EX006	Service A – Full bus replacement	Service (A) Stratford to Romford calling at all stations except Maryland. Service	EX01	100%	RMF	IFD	5.25						0		
			EX007	Service B – Full bus replacement	Service B) Shenfield to Newbury Park (via Chadwell Heath) for LUL calling all stations Chadwell Heath to Shenfield.	EX01	100%	RMF	IFD	5.25						0		
Ilford (IFD)	Stratford (SFA)	2 tracks available	EX008	No bus replacement - revised timetable in use.														

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		All 4 lines blocked	EX009	Service A – Full bus replacement	Service (A) Stratford to Romford calling at all stations except Maryland. Service	EX01	100%	ILF	SFA	3.25								0	
			EX010	Service B – Full bus replacement	Service B) Shenfield to Newbury Park (via Chadwell Heath) for LUL calling all stations Chadwell Heath to Shenfield.	EX01	100%	IFD	SFA	3.25									0
Stratford (SFA)	London Liverpool Street (LST)	2 tracks available	EX011	No bus replacement - revised timetable in use.															
		All 4 lines blocked	EX012	No bus replacement - passengers use LUL.															

Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights^{11th, 27th}

Applies from 28th May 2023

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	S4CS Code	Description of Possession Response	Comments	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					No Bus Replacement (0%)	EBMs Total
								From	To	Miles	Trains	From	To	Miles	Trains	% Trains		
Shenfield – Pudding Mill Lane Junction Connection Point - Maidenhead/Reading																		
Shenfield (SNF)	Brentwood (BRE)	2 tracks available	EX001	No bus replacement - revised timetable in use.														
		All 4 lines blocked	EX002	Full bus replacement Shenfield to Brentwood.		EX01	100%	SNF	BRE	2							0	
Brentwood (BRE)	Romford (RMF)	2 tracks available	EX003	No bus replacement - revised timetable in use.														
		All 4 lines blocked	EX004	Full bus replacement Brentwood to Romford, partial bus replacement Shenfield to Brentwood.		EX01	100%	BRE	RMF	5.75		SNF	BRE	2			0	
Romford (RMF)	Ilford (IFD)	2 tracks available	EX005	No bus replacement - revised timetable in use														
		All 4 lines blocked	EX006	Service A – Full bus replacement	Service (A) Stratford to Romford calling at all stations except Maryland. Service	EX01	100%	RMF	IFD	5.25							0	
			EX007	Service B – Full bus replacement	Service (B) Shenfield to Newbury Park (via Chadwell Heath) for LUL calling all stations Chadwell Heath to Shenfield.	EX01	100%	RMF	IFD	5.25							0	
Ilford (IFD)	Stratford (SFA)	2 tracks available	EX008	No bus replacement - revised timetable in use.														
		All 4 lines blocked	EX009	Service A – Full bus replacement	Service (A) Stratford to Romford calling at all	EX01	100%	ILF	SFA	3.25							0	

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					stations except Maryland. Service													
			EX010	Service B – Full bus replacement	Service B) Shenfield to Newbury Park (via Chadwell Heath) for LUL calling all stations Chadwell Heath to Shenfield.	EX01	100%	IFD	SFA	3.25								0
Stratford (SFA)	London Liverpool Street (LST)	2 tracks available	EX011	No bus replacement - revised timetable in use.														
		All 4 lines blocked	EX012	No bus replacement - passengers use LUL.														

London Paddington (PAD)	Ealing Broadway (EAB)	2 tracks available (ML or RL)	EX13	No bus replacement when Main Lines or Relief Lines blocked. Local bus services to be used or London Underground between Ealing Broadway and central London. Customers to/from Acton Main Line to use local bus services.															
		All 4 lines blocked	EX14	No bus replacement when 4 lines blocked. Local bus services to be used or London Underground between Ealing Broadway and central London. Customers to/from Acton Main Line to use local bus services.															
Ealing Broadway (EAB)	Hayes and Harlington (HAH)	2 tracks available (ML or RL)	EX15	No bus replacement when Main Lines or Relief Lines blocked. Passengers for West Ealing and Hanwell to use local bus services.															
		All 4 lines blocked	EX16	Full bus replacement when 4 lines blocked, not serving West Ealing and Hanwell. Passengers for West Ealing and Hanwell to use local bus services. Customers for Heathrow to use Piccadilly Line or local bus services.		EX01	100%	EAB	HAH	5.00									0
Hayes and Harlington (HAH)	Slough (SLO)	2 tracks available (ML or RL)	EX17	No bus replacement - revised timetable in operation	N/A														
		All 4 lines blocked	EX18	Full bus replacement between Ealing Broadway, Hayes & Harlington and Slough.		EX01	100%	HAH	SLO	7.75									0

				Customers between Heathrow and Hayes & Harlington to use alternative LUL services or TfL buses.														
Slough (SLO)	Maidenhead (MAJ)	2 tracks available (ML or RL)	EX19	Main Lines blocked. No bus replacement – revised timetable in operation	Customers to / from Burham / Taplow to use Elizabeth line services.													
			EX20	Relief Lines blocked Partial bus replacement between Slough and Maidenhead serving Burnham and Taplow.	For Relief Line possessions Elizabeth line services to run fast between Slough and Maidenhead not calling Burnham and Taplow. Customers to / from Taplow and Burnham to use rail replacement buses.	EX01					SLO	MAY	5.75					0
		All 4 lines blocked	EX21	Full bus replacement Slough to Maidenhead.	Elizabeth line rail replacement bus serving all stations between Slough and Maidenhead.	EX01	100%	SLO	MAJ	5.75								
Maidenhead (MAJ)	Tywford (TWY)	2 tracks available (ML or RL)	EX22	No bus replacement - revised timetable in use.														
		All 4 lines blocked	EX23	Full bus replacement Maidenhead to Reading.	Elizabeth line train services terminating / starting at Maidenhead.	EX01	100%	MAJ	TWY	6.75								
Tywford (TWY)	Reading (RDG)	2 tracks available (ML or RL)	EX24	No bus replacement - revised timetable in use.														
		All 4 lines blocked	EX25	Full bus replacement Maidenhead to Reading.	Elizabeth line train services terminating / starting at Maidenhead.	EX01	100%	YWY	RDG	5.00								

mtr Elizabeth line



- Viable Transfer Point (VTP)
- VTP suitable for transfer to buses
- VTP suitable for transfer to other train
- VTP suitable for transfer to LUL or Metro
- VTP start of diversionary route
- Normal passenger service
- Diversionary route

Service Groups

- EX01



Final version details
Version Number 2
19/04/2023
Approved by Jonathan James (MTR Elizabeth Line)
Approved by Adele Jennings (NR)

“

ANNEX 4

“Annex C to Part 3 of Schedule 4 – Payment Rate per train mile^{11th}”Applies until 27th May 2023

Service Group	Description	Compensation Rate	Total Train Cost per Mile (Pence)
EX01	Shenfield – Pudding Mill Lane Junction Connection Point/Liverpool Street (Off Peak)	LSE	[Redacted]
EX01	Shenfield – Pudding Mill Lane Junction Connection Point/Liverpool Street(Peak)	LSE	[Redacted]
EX02	Paddington – Hayes & Harlington (Heathrow) Paddington – Maidenhead/Reading (Off peak)	LSE	[Redacted]
EX02	Paddington – Hayes & Harlington (Heathrow) Paddington – Maidenhead/Reading (Peak)	LSE	[Redacted]

Annex C to Part 3 of Schedule 4 – Payment Rate per train mile ^{11th, 27th}

Applies from 28th May 2023

Service Group	Description	Compensation Rate	Total Train Cost per Mile (Pence)
EX01	Shenfield – Pudding Mill Lane Junction Connection Point Maidenhead/Reading (Off Peak)	LSE	[Redacted]
EX01	Shenfield – Pudding Mill Lane Junction Connection Point Maidenhead/ Reading (Peak)	LSE	[Redacted]

“

ANNEX 5

“Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue ^{11th, 21st}**Applies until 27th May 2023**

Service Group	Description	Defined Service Group Revenue
EX01	Shenfield – Pudding Mill Lane Junction Connection Point/Liverpool Street (Off Peak)	[Redacted]
EX01	Shenfield – Pudding Mill Lane Junction Connection Point/Liverpool Street (Peak)	[Redacted]
EX02	Paddington - Hayes & Harlington (Heathrow) Paddington – Maidenhead / Reading (Off Peak)	[Redacted]
EX02	Paddington - Hayes & Harlington (Heathrow) Paddington – Maidenhead / Reading (Peak)	[Redacted]

Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue ^{11th, 21st, 27th}**Applies from 28th May 2023**

Service Group	Description	Defined Service Group Revenue
EX01	Shenfield – Pudding Mill Lane Junction Connection Point Maidenhead/ Reading (Off Peak)	[Redacted]
EX01	Shenfield – Pudding Mill Lane Junction Connection Point Maidenhead/Reading (Peak)	[Redacted]

“

ANNEX 6**“Annex 1 – Schedule 7 – Appendix 7C Default Train Consist Data^{25th}****Applies until 27th May 2023**

Service Group EX01, EX02 and EX99 Crossrail		
TRAIN SERVICE CODE	TYPE OF TRAIN MOVEMENT	DEFAULT TRAIN CONSIST DATA
Applies to all Service Codes	All train movements on Network Rail infrastructure	Class 345 FLU (1 trailer and 8 motors)

Annex 1 – Schedule 7 – Appendix 7C Default Train Consist Data^{25th, 27th}**Applies from 28th May 2023**

Service Group EX01 and EX99 Crossrail		
TRAIN SERVICE CODE	TYPE OF TRAIN MOVEMENT	DEFAULT TRAIN CONSIST DATA
Applies to all Service Codes	All train movements on Network Rail infrastructure	Class 345 FLU (1 trailer and 8 motors)

“