

# 15<sup>th</sup> 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 29<sup>th</sup> May 2015

## CONTENTS

1.	INTERPRETATION.....	3
2.	EFFECTIVE DATE AND TERM .....	4
3.	AMENDMENTS TO THE CONTRACT.....	4
4.	GENERAL.....	5
5.	THIRD PARTY RIGHTS.....	5
6.	LAW.....	5
7.	COUNTERPARTS.....	5

**THIS 15<sup>TH</sup> SUPPLEMENTAL AGREEMENT** is dated **30** May 2018 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**, 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 Track Access Contract (Passenger Services) dated 29<sup>th</sup> May 2015 on terms approved, and pursuant to directions issued, by ORR under section 17 of the Act.
- (B) The parties agree to enter into this 15<sup>th</sup> Supplemental Agreement in order to make the following amendments to the contract to allow Traction Electricity Modelled Consumption Rates List for 2017-2018 financial year only:
  - Amend Schedule 7, Part 2, Paragraph 9.11.

**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 later of:
  - the date upon which the Office of Rail and Road issues its approval, pursuant to Section 22 of the Act, of the terms of this Supplemental Agreement.

## **2. EFFECTIVE DATE AND TERM**

The amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date.

The amendments shall cease to have effect on the termination of the Contract.

## **3. AMENDMENTS TO THE CONTRACT**

- 3.1. the words, in Paragraph 9.11 of Part 2 of Schedule 7 shall be deleted entirely and replaced with the words in 3.2,

9.11 In the case of a supplement to the Traction Electricity Modelled Consumption Rates List or List of Capacity Charge Rates, the supplement shall have effect from such date as ORR shall determine by notice to the parties, provided that:

- (a) in the case of a supplement to the Traction Electricity Modelled Consumption Rates List, such date shall not be a date falling prior to the start of the Relevant Year in which ORR consented to or determined the supplement; and
- (b) in the case of a supplement to the List of Capacity Charge Rates, such date shall not be a date falling prior to 1 April 2014.

- 3.2. the words, in Paragraph 9.11 of Part 2 of Schedule 7 shall be replaced with the words below,

9.11 In the case of a supplement to the Traction Electricity Modelled Consumption Rates List or List of Capacity Charge Rates, the supplement shall have effect from such date as ORR shall determine by notice to the parties, provided that:

- (a) in the case of a supplement to the Traction Electricity Modelled Consumption Rates List, such date shall not be a date falling prior to the start of the Relevant Year in which ORR consented to or determined the supplement, except in the case of modelled consumption rates for Class 345 vehicles consented to by ORR in June 2018 which shall have effect for the 2017–2018 financial year only".
- (b) in the case of a supplement to the List of Capacity Charge Rates, such date shall not be a date falling prior to 1 April 2014.

#### 4. 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.

#### 5. 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.

#### 6. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with English Law.

#### 7. 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..... ANCONA .....

Duly authorised for and on behalf of

**NETWORK RAIL INFRASTRUCTURE LIMITED**

SIGNED by  .....

Print name..... MARK EATON .....

Duly authorised for and on behalf of

**MTR Corporation (Crossrail) Limited**