

FIRST 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

CONTENTS

1.	INTERPRETATION	3
2.	EFFECTIVE DATE AND TERM	3
3.	AMENDMENTS TO THE CONTRACT	4
4.	EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT	5
5.	THIRD PARTY RIGHTS	5
6.	LAW	5
7.	COUNTERPARTS	5

THIS FIRST SUPPLEMENTAL AGREEMENT is dated 13th September 2022 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 Providence House, Providence Place, London N1 0NT (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) The parties now propose to enter into this Supplemental Agreement in order to amend the Contract as described herein.

In consideration of the payment of £1 by the Train Operator to RfL(I), receipt of which is hereby acknowledged, **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); and
- 1.3 "**Effective Date**" means the later of:
 - 1.3.1 0159 on 18 September 2022; and
 - 1.3.2 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

- 2.1 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 AMENDMENTS TO THE CONTRACT

Schedule 5 of the Contract shall be amended as follows:

- 3.1 a new definition of "Mourning Sunday" shall be inserted in paragraph 1.1 in the correct alphabetical position as follows:

"Mourning Sunday" means Sunday 18 September 2022;';

- 3.2 note 3 to Table 2.1A shall be amended so that it reads as follows:

"3 The number of Passenger Train Slots on a Sunday (other than each of Jubilee Sunday and Mourning Sunday, in relation to which Table 2.1B applies) shall be zero. Accordingly the Train Operator shall have no rights under this Contract to any Train Slots on any Sunday except for each of Jubilee Sunday and Mourning Sunday (where Table 2.1B applies).";

- 3.3 the heading to Table 2.1B shall be amended so that it reads as follows:

"Table 2.1B: Passenger Train Slots – Jubilee Sunday and Mourning Sunday only";

- 3.4 the reference in Table 2.1B to "Jubilee Sunday" shall be updated so that it refers to "Jubilee Sunday and Mourning Sunday";

- 3.5 paragraph 2.1 shall be amended so that it reads as follows:

2.1 The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified:

- (a) (in relation to any day other than each of Jubilee Sunday and Mourning Sunday) in Table 2.1A on the Days and within the AM Peak, PM Peak and Off-Peak times so listed; and
- (b) (in relation to each of Jubilee Sunday and Mourning Sunday) in Table 2.1B on each of Jubilee Sunday and Mourning Sunday only,

in each case using any Specified Equipment included in paragraph 5.1 that is capable of achieving the Timing Load shown. If the Train Operator makes an Access Proposal, or relies on a Rolled Over Access Proposal, to operate any of the Services specified in Table 2.1A or Table 2.1B using Specified Equipment that is not capable of achieving the Timing Load shown, then the rights will be treated as Contingent Rights for the purposes of Part D of the CCOS Network Code."; and

- 3.6 paragraph 2.10(b) shall be amended to that it reads as follows:

- (b) not be available for revenue-earning passenger services on Sundays (other than each of Jubilee Sunday and Mourning Sunday) and save as

otherwise agreed in writing the Train Operator shall not have rights to operate any Services contemplated by this Contract on such day."

4 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.

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 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) Howard Smith
) Director, Elizabeth line
duly authorised for and on behalf of)
Rail for London (Infrastructure))
Limited) 

SIGNED by) Nick Arthurton
) Concession Director
duly authorised for and on behalf of)
MTR Corporation (Crossrail) Limited) 