

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

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THIS FIRST SUPPLEMENTAL AGREEMENT is dated [] 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 6 November 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 Subject to clause 2.2, 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.
- 2.2 The Train Operator's right to make Access Proposals under Part D of the CCOS Network Code in respect of the number of Passenger Train Slots

contemplated in this Supplemental Agreement shall not be prejudiced by virtue (where applicable) of clause 1.3.1 of the definition of Effective Date occurring after clause 1.3.2 of the same definition.

3 AMENDMENTS TO THE CONTRACT

The Contract shall be amended as follows:

- 3.1 in Schedule 2 of the Contract, paragraph 1 shall be amended so that it reads as follows:

"In order to provide the Services, the Train Operator has permission to use the Routes specified in Column 1 of Table 2.1 and Table 2.2 of Schedule 5."

- 3.2 in Schedule 5 of the Contract:

3.2.1 the definition of "Jubilee Sunday" shall be deleted in its entirety;

3.2.2 Table 2.1A (*Passenger Train Slots – Weekdays and Saturdays*) and the Notes to Table 2.1A shall be deleted and replaced with Table 2.1 and the Notes to Table 2.1 shown in Annex 1 (*Revised Table 2.1 in Schedule 5*) to this Supplemental Agreement;

3.2.3 Table 2.1B (*Passenger Train Slots – Jubilee Sunday only*) and the heading to Table 2.1B shall be deleted in its entirety;

3.2.4 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 in Table 2.1 on the Days and within the AM Peak, PM Peak and Off-Peak times so listed 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 2.1 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.";

3.2.5 paragraph 2.8(a) shall be amended so that it reads as follows:

"(a) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in table 2.1 or table 2.2; and";

3.2.6 paragraph 2.9 shall be amended so that it reads as follows:

"2.9 Subject to paragraph 2.10, the entitlement of the Train Operator to Passenger Train Slots on any Public Holiday

shall be in accordance with the Passenger Train Slots specified in table 2.1 for a Saturday."

3.2.7 paragraph 2.10 shall be amended so that it reads as follows:

"2.10 The CCOS will be closed on 25 December every year and save as otherwise agreed in writing the Train Operator shall not have rights to operate Services on such date.";

3.2.8 paragraph 2.11 shall be amended so that it reads as follows:

"2.11 The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in table 2.1."; and

3.2.9 Table 4.1 (*Calling Patterns*) shall be deleted and replaced with the version of Table 4.1 shown in Annex 2 (*Revised Table 4.1 in Schedule 5*) to this Supplemental Agreement;

3.3 Appendix 1 (*Track Charges*) to Schedule 7 (*Track Charges and Other Payments*) shall be deleted and replaced with the version of Appendix 1 to Schedule 7 shown in Annex 3 (*Revised Appendix 1 to Schedule 7*) to this Supplemental Agreement; and

3.4 Appendix 1 (*Performance Benchmarks and Payment Rates*) to Schedule 8 (*Performance Regime*) shall be deleted and replaced with the version of Appendix 1 to Schedule 8 shown in Annex 4 (*Revised Appendix 1 to Schedule 8*) to this Supplemental Agreement.

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)
)
duly authorised for and on behalf of)
Rail for London (Infrastructure))
Limited)

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

ANNEX 1: REVISED TABLE 2.1 IN SCHEDULE 5

“Table 2.1: Passenger Train Slots

1						2					
Service Group: EX85: Paddington (CCOS) - Abbey Wood											
Service description: Paddington (CCOS) – Abbey Wood						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak Times ¹		Off-Peak times	Weekday ¹	Saturday ²	Sunday
						AM Peak	PM Peak				
Paddington (CCOS)	Abbey Wood	Direct	Stopping	21382001	345	3	3	7	13	11	6
Abbey Wood	Paddington (CCOS)	Direct	Stopping	21382001	345	5	3	11	19	13	4
Whitechapel	Paddington (CCOS)	Direct	Stopping	21382001	345	0	0	1	1	1	0
Paddington (CCOS)	Whitechapel	Direct	Stopping	21382001	345	0	0	1	1	0	3

1						2					
Service Group: EX01: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point											
Service description: Westbourne Park Junction Connection Point – Abbey Wood / Pudding Mill Lane Junction Connection Point						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak Times ¹		Off-Peak times	Weekday ¹	Saturday ²	Sunday
						AM Peak	PM Peak				
Paddington (CCOS)	Pudding Mill Lane Junction Connection Point	Direct	Stopping	21381901 (off peak) 25381901 (peak)	345	29	33	97	159	143	106
Pudding Mill Lane Junction Connection Point	Paddington (CCOS)	Direct	Stopping	21381901 (off peak) 25381901 (peak)	345	32	30	97	159	143	106
Westbourne Park Junction Connection Point	Abbey Wood	Direct	Stopping	21381901 (off peak) 25381901 (peak)	345	26	24	89	139	132	105
Abbey Wood	Westbourne Park Junction	Direct	Stopping	21381901 (off peak) 25381901	345	24	26	88	138	130	107

	Connection Point			(peak)							
Westbourne Park Junction Connection Point	Pudding Mill Lane Junction Connection Point	Direct	Stopping	21381901 (off peak) 25381901 (peak)	345	0	0	0	0	0	0
Pudding Mill Lane Junction Connection Point	Westbourne Park Junction Connection Point	Direct	Stopping	21381901 (off peak) 25381901 (peak)	345	0	0	0	0	0	0
Westbourne Park Junction Connection Point	Whitechapel	Direct	Stopping	21381901 (off peak) 25381901 (peak)	345	0	0	0	0	0	0

Notes to Tables:

¹ Passenger Train Slots listed under the sub-headings "AM Peak", "PM Peak" and "Off-Peak" are the constituent parts of, and are not in addition to, those listed under the sub-heading "Total Weekday".

² The number of Passenger Train Slots on a Public Holiday shall be the same number of Train Slots as the quantum specified in table 2.1 for a Saturday.

ANNEX 2: REVISED TABLE 4.1 IN SCHEDULE 5

Table 4.1: Calling Patterns

1					2	3
Service Group: EX85: Paddington (CCOS) - Abbey Wood						
Service description: Paddington (CCOS) to Abbey Wood						
Between (or from)	And (or to)	Via	Description	TSC	Regular Calling Pattern	Additional stations
Paddington (CCOS)	Abbey Wood	Tottenham Court Road	Stopping	21382001	Bond Street ¹ , Tottenham Court Road, Farringdon, Liverpool Street (LUL), Whitechapel, Canary Wharf, Custom House, Woolwich	
Abbey Wood	Paddington (CCOS)	Tottenham Court Road	Stopping	21382001	Woolwich, Custom House, Canary Wharf, Whitechapel, Liverpool Street (LUL), Farringdon, Tottenham Court Road, Bond Street ¹	
Paddington (CCOS)	Whitechapel	Tottenham Court Road	Stopping	21382001	Bond Street ¹ , Tottenham Court Road, Farringdon, Liverpool Street (LUL)	
Whitechapel	Paddington (CCOS)	Tottenham Court Road	Stopping	21382001	Liverpool Street (LUL), Farringdon, Tottenham Court Road, Bond Street ¹	

1					2	3
Service Group: EX01: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point						
Service description: Westbourne Park Junction Connection Point – Abbey Wood / Pudding Mill Lane Junction Connection Point						
Between (or from)	And (or to)	Via	Description	TSC	Regular Calling Pattern	Additional stations
Paddington (CCOS)	Pudding Mill Lane Junction Connection Point	Tottenham Court Road	Stopping	21381901 (off peak) 25381901 (peak)	Bond Street ¹ , Tottenham Court Road, Farringdon, Liverpool Street (LUL), Whitechapel	
Pudding Mill Lane Junction Connection Point	Paddington (CCOS)	Tottenham Court Road	Stopping	21381901 (off peak) 25381901 (peak)	Whitechapel, Liverpool Street (LUL), Farringdon, Tottenham Court Road, Bond Street ¹	
Westbourne Park Junction Connection Point	Abbey Wood	Tottenham Court Road	Stopping	21381901 (off peak) 25381901 (peak)	Paddington (CCOS), Bond Street ¹ , Tottenham Court Road, Farringdon, Liverpool Street (LUL), Whitechapel, Canary Wharf, Custom House, Woolwich	

1					2	3
Service Group: EX01: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point						
Service description: Westbourne Park Junction Connection Point – Abbey Wood / Pudding Mill Lane Junction Connection Point						
Between (or from)	And (or to)	Via	Description	TSC	Regular Calling Pattern	Additional stations
Abbey Wood	Westbourne Park Junction Connection Point	Tottenham Court Road	Stopping	21381901 (off peak) 25381901 (peak)	Woolwich, Custom House, Canary Wharf, Whitechapel, Liverpool Street (LUL), Farringdon, Tottenham Court Road, Bond Street ¹ , Paddington (CCOS)	
Westbourne Park Junction Connection Point	Pudding Mill Lane Junction Connection Point	Tottenham Court Road	Stopping	21381901 (off peak) 25381901 (peak)	Paddington (CCOS), Bond Street ¹ , Tottenham Court Road, Farringdon, Liverpool Street (LUL)	
Pudding Mill Lane Junction Connection Point	Westbourne Park Junction Connection Point	Tottenham Court Road	Stopping	21381901 (off peak) 25381901 (peak)	Liverpool Street (LUL), Farringdon, Tottenham Court Road, Bond Street ¹ , Paddington (CCOS)	

1					2	3
Service Group: EX01: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point						
Service description: Westbourne Park Junction Connection Point – Abbey Wood / Pudding Mill Lane Junction Connection Point						
Between (or from)	And (or to)	Via	Description	TSC	Regular Calling Pattern	Additional stations
Westbourne Park Junction Connection Point	Whitechapel	Tottenham Court Road	Stopping	21381901 (off peak) 25381901 (peak)	Paddington (CCOS), Bond Street ¹ , Tottenham Court Road, Farringdon, Liverpool Street (LUL)	

Note to Table 4.1

1 The regular calling pattern shall include Bond Street from the date that such station becomes available for revenue-earning passenger services to call at as part of normal operations.

ANNEX 3: REVISED APPENDIX 1 TO SCHEDULE 7

APPENDIX 1: TRACK CHARGES

A	B	C	D	E	F	G
EX85: Paddington (CCOS) - Abbey Wood	Not used	Not used	Not used	Not used	Costs Directly Incurred Charge (£) (per Passenger Train Slot used)	Not used
Paddington (CCOS) – Abbey Wood	N/A	N/A	N/A	N/A	166	N/A
Abbey Wood – Paddington (CCOS)	N/A	N/A	N/A	N/A	166	N/A
Whitechapel – Paddington (CCOS)	N/A	N/A	N/A	N/A	75	N/A
Paddington (CCOS) – Whitechapel	N/A	N/A	N/A	N/A	75	N/A

A	B	C	D	E	F	G
EX01: Pudding Mill Lane Junction Connection Point / Abbey Wood - Paddington (CCOS) – Westbourne Park Junction Connection Point	Not used	Not used	Not used	Not used	Costs Directly Incurred Charge (£) (per Passenger Train Slot used)	Not used
Paddington (CCOS) - Pudding Mill Lane Junction Connection Point	N/A	N/A	N/A	N/A	103	N/A
Pudding Mill Lane Junction Connection Point - Paddington (CCOS)	N/A	N/A	N/A	N/A	103	N/A
Westbourne Park Junction Connection Point - Abbey Wood	N/A	N/A	N/A	N/A	166	N/A
Abbey Wood - Westbourne Park	N/A	N/A	N/A	N/A	166	N/A

Junction Connection Point						
Westbourne Park Junction Connection Point - Pudding Mill Lane Junction Connection Point	N/A	N/A	N/A	N/A	103	N/A
Pudding Mill Lane Junction Connection Point - Westbourne Park Junction Connection Point	N/A	N/A	N/A	N/A	103	N/A
Westbourne Park Junction Connection Point - Whitechapel	N/A	N/A	N/A	N/A	75	N/A

ANNEX 4: REVISED APPENDIX 1 TO SCHEDULE 8

Appendix 1

Performance Benchmarks and Payment Rates

A	B	C	D	E	F	G	H	I
	RfL(l)		Train Operator					
Service Group	Performance Benchmark	Payment Rate	Performance Benchmark	Payment Rate	Cap	Service Code	Monitoring Point	Weighting
EX85: Paddington (CCOS) – Abbey Wood	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	0	21382001	Paddington (CCOS)	0.5
							Abbey Wood	0.5
EX85: Abbey Wood – Paddington (CCOS)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	0	21382001	Abbey Wood	0.5
							Paddington (CCOS)	0.5
EX01: Paddington (CCOS) - Pudding Mill Lane Junction Connection Point	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	0	21381901 (off peak)	Paddington (CCOS)	0.5
						25381901 (peak)	Pudding Mill Lane Junction Connection Point	0.5
EX01: Pudding Mill Lane Junction	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	0	21381901 (off peak) 25381901	Pudding Mill Lane Junction Connection Point	0.5

Connection Point Paddington (CCOS)	-					(peak)	Paddington (CCOS)	0.5
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* RfL(I) Performance Benchmark (column B) and Train Operator Performance Benchmark (column D) are the average delta lateness per Train expressed in seconds.