

Thirteenth 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 May 2015

*Passenger Access (Short Term Timetable and Miscellaneous Changes)
General Approval 2009*

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THIS THIRTEENTH SUPPLEMENTAL AGREEMENT is dated 16th May 2018 and made

BETWEEN:

- (1) **Network Rail Infrastructure Limited**, a company registered in England under company number 2904587 having its registered office 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) Network Rail Infrastructure Limited and MTR Corporation (Crossrail) Limited entered into a Track Access Contract (Passenger Services) dated 29TH May 2015 in a form approved by the Office of Rail Regulation pursuant to section 18(7) of the Act, and subsequently assigned pursuant to Section 12(2) of the Railways Act (2005) to the Train Operator defined as "the "Train Operator"" (which track access contract is hereafter referred to as the "Contract").
- (B) The parties now propose to amend the Contract in the manner and on the terms described below pursuant to paragraph 13 of the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

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 0200 hrs on 20th May 2018.

EFFECTIVE DATE AND TERM

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 at 02:00 hours on 17th August 2018.

3. **ORR GENERAL APPROVAL**

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

4. **AMENDMENTS TO SCHEDULE 5**

In Schedule 5, Table 2.2 Additional Passenger Train Slots table shall be inserted as per Annex 1 and paragraphs 2.4 and 2.5 shall be updated as follows:

- "2.4 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 and on the Days so listed.

- 2.5 A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:
- (a) a Contingent right to call at any station listed in Table 4.1;
 - (b) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and
 - (c) a Contingent Right to combine Passenger Train Slots to provide a through Service."

5. **EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT**

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 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 whereof 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.....MELIHA DYMARZ
Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

SIGNED by..........

Print name.....STEVE MURPHY
Duly authorised for and on behalf of
MTR Corporation (Crossrail) Limited

ANNEX 1 – Schedule 5, Table 2.2 – Additional Passenger Train Slots

Table 2.2: Additional Passenger Train Slots

1						2		
Service Group: EX02 Paddington – Hayes & Harlington (Heathrow)								
Service description						Passenger Train Slots		
From	To	Via	Description	TSC	Timing Load	Weekday	Saturday	Sunday
Heathrow Tunnel Junction Connection Point	London Paddington	n/a	Stopping	25384001 (peak) 21384001 (off-peak)	360	1	1	0