**AMENDING AGREEMENT**

**AMENDMENTS WITHIN THE SCOPE OF THE GENERAL APPROVAL FOR DEPOTS 2017 [AMENDMENTS FOR ORR SPECIFIC APPROVAL]**

**THE RAILWAYS ACT 1993**

**SECTION 22**

**THIS AGREEMENT** is made the day of 20[ ]

**BETWEEN:-**

1. [Depot Facility Owner] (company registered number [ ])

whose registered office is at [ ]:

**AND**

2. [Beneficiary] (company registered number [ ])

whose registered office is at [ ]:

**SUPPLEMENTAL TO** the Depot Access Agreement.

**WHEREAS:**

(A) The Depot Facility Owner is the facility owner of the Depot and is the present grantor of the permission to use the Depot for or in connection with the operation of trains contained in the Depot Access Agreement.

(B) The Beneficiary is the present grantee of a permission to use the Depot for or in connection with the operation of trains contained in the Depot Access Agreement.

(C) The Parties wish to make the Amendments to the Depot Access Agreement to which they are both parties.

(D) By the Approval the Office of Rail and Road has given approval under section 22(2) **[or 22(3)]** of the Act to the making of the amendments to the Depot Access Agreement.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions have the following meanings:

**"the Act"** means, the Railways Act 1993;

**"the Amendments"** means, the amendments set out in the Schedule;

**"the Approval"** means, the General Approval for depots 2017 **[Specific Approval]**;

**"the Depot"** means, [ ] depot;

**"Depot Access Agreement"** means, the agreement between the Parties dated [ ] (ORR reference [ ]); and

**“the Schedule”** means, the schedule to this Agreement;

1.2 In this Agreement, unless otherwise specified:-

(A) a reference to any statute or statutory provision shall be construed as a reference to it as it may have been or may in the future be amended, modified or re-enacted and to any statutory instrument, order or other provision that may have been made or may in the future be made under it;

(B) headings to clauses and titles of sub-clauses are for convenience only and do not affect the interpretation of this Agreement; and

(C) words and expressions to which meanings are ascribed in the Act have the same meanings in this Agreement.

**2. AMENDMENTS**

The Parties agree that with effect from the dating and signing of this Agreement, the Amendments are made to the Depot Access Agreement.

**3. DECLARATION**

3.1 Save as specifically provided in this Agreement, the Depot Access Agreement shall remain in full force and effect and the Parties agree to observe and perform their respective obligations subject to the Amendments.

3.2 Nothing in this Agreement constitutes a waiver of any outstanding breach of a Depot Access Agreement.

**4. REGISTRATION**

The Parties agree to send a copy of this Agreement to the Office of Rail and Road within 14 days of it being dated and signed.

**AS WITNESS** this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

**SCHEDULE**

**The Amendments**

(set out the amendments that will amend the contract listed under “Depot Access Agreement” in the Interpretation section above)

i.e.: delete X and replace with Y in paragraph Z of Schedule 1)

**SIGNED** on behalf of [Company name]

**Signed:**

**Name:**

**Title:**

**Date of signature:**

[Repeat this format for all signatories]