

**Caroline Webber**

Executive, Access and Licensing  
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8 January 2019

Maxine Reed  
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Cara Stimson  
Industry Agreements Manager  
Rail for London (Infrastructure) Limited  
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Dear Maxine and Cara,

**Connection contract between Network Rail Infrastructure Limited (Network Rail) and Rail for London (Infrastructure) Limited (RfL(I)) at Abbey Wood**

1. On 8 January 2019 the Office of Rail and Road (ORR) approved the terms of the connection contract submitted on 13 December 2018 by Network Rail and RfL(I) (the parties) under section 18 of the Railways Act 1993 (the Act), relating to the connection at Abbey Wood. Please find enclosed a copy of our directions notice, directing the parties to enter into the contract. This letter sets out the reasons for our decision.

**Background**

2. As part of the Crossrail Project, RfL(I) has built a new network, the Central Operation Section (CCOS), which connects with Network Rail's network at three points:
  - Abbey Wood with North Kent Lines;
  - Pudding Mill Lane with Great Eastern (electric lines); and
  - Westbourne Park with Great Western Main Line (relief lines).
3. Each of these connections will have its own connection contract. This letter only covers the connection at Abbey Wood.

**Consultation**

4. Network Rail ran an industry consultation for the new connection contract from 20 July 2018 to 17 August 2018. No outstanding objections contract were declared.

**ORR Review**

5. ORR was copied into the industry consultation. At that stage, we identified deviations from the model connection contract that meant the contract would not fall under ORR's General Approval for connection contracts. The parties therefore sought ORR's specific approval.<sup>1</sup>

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<sup>1</sup> <http://orr.gov.uk/rail/access-to-the-network/track-access/forms-model-contracts-and-general-approvals>

6. We received the parties' formal submission on 13 December 2018 and the changes from the model connection contract were explained. The reference to RfL(I) being the 'Adjacent Facility Owner' in the model contract was considered inappropriate by the parties. It has been replaced with 'CCOS Infrastructure Manager' in line with the other proposed contracts.
7. A condition precedent relating to RfL(I) becoming the facility owner of the CCOS has been inserted in order that the agreement can commence upon signature, and will only become effective once RfL(I) is the infrastructure manager and has secured the relevant property interests.
8. Also, 'Transport for London' has been added at clause 13.2 to make it clear that RfL(I)'s 'affiliates' includes Transport for London. This clause concerns who may be given confidential information.
9. These changes, although constituting deviations from our model, are very limited and simply reflect certain circumstances pertaining to RfL(I), at the parties' request. We are content to approve them.

### **ORR Decision**

10. This application is under section 18 of the Act and therefore is agreed between the parties, who are prepared to enter into the agreement.
11. In making this decision, we are satisfied that this decision reflects our duties under section 4 of the Act, in particular:
  - (i) to protect the interests of users of railway assets;
  - (ii) to promote the use of railway network in Great Britain for the carriage of passengers and goods and the development of that railway network, to the greatest extent ...economically practicable;
  - (iii) to promote efficiency and economy on the part of the persons providing railway services; and
  - (iv) to enable persons providing railway services to plan the future of their businesses with a reasonable degree of assurance.
12. Under clause 18.2.3 of the connection contract, Network Rail is required to produce a conformed copy, within 28 days of any amendment being made, and send copies to ORR and RfL(I). We look forward to receiving the conformed copy.
13. In entering any provision on the register, we are required to have regard to the need to exclude, as far as is practicable, the matters specified in section 71(2)(a) and (b) of the Act. These sections refer to:
  - any matter which relates to the affairs of an individual, where publication of that matter would or might, in the opinion of ORR, seriously and prejudicially affect the interests of that individual; and
  - any matter which relates to the affairs of a particular body of persons, whether corporate or incorporate, where publication of that matter would or might, in the opinion of ORR, seriously and prejudicially affect the interests of that body.
14. I note that the annual access fee was redacted at the consultation stage. It is ORR's starting position that, as matter of openness and transparency, the fee



should not be redacted from the version published and placed on our Public Register. If the parties wish the fee to be redacted prior to publication, a full explanation detailing the reasons why, should be provided in the context of the criteria set out above.

15. When submitting the copy of the signed agreement would you therefore please identify any matters which you would like us to consider redacting before publication. You will need to give reasons for each request explaining why you consider that publication would seriously and prejudicially affect your interests.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'Caroline Webber', is positioned above the printed name.

**Caroline Webber**