Station Licence granted to DfT OLR3 Limited

Last modified 4 December 2019 to take account of changes to conditions 3 and 5.

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Note: Conditions 8 and 17-26 are not used in this licence.

Part I - Scope

- 1. The Office of Rail and Road ("ORR"), in exercise of the powers conferred by section 8 of the Railways Act 1993 (as amended) ("the Act"), hereby grants to DfT OLR3 Limited, company registration number 03076444, ("the licence holder") a licence authorising the licence holder:
 - (a) to be the operator of the stations listed in the Schedule subject to the Conditions set out in Part III.
- 2. This licence shall come into force on 22 August 2019 and shall continue in force unless and until revoked in accordance with Part IV.

22 August 2019

Signed by authority of the Office of Rail and Road

Part II - Interpretation

1. In this licence:

"comply"

is to be interpreted in accordance with ORR's most recently published licensing guidance.

"control"

- (a) A person is taken to have control of the licence holder if he exercises, or is able to exercise or is entitled to acquire, direct or indirect control over the licence holder's affairs, and in particular if he possesses or is entitled to acquire:
 - (i) 30% or more of any share capital or issued share capital of the licence holder or of the voting power in the licence holder; or
 - (ii) such part of any issued share capital of the licence holder as would, if the whole of the income of the licence holder were in fact distributed among the participators (without regard to any rights which he or any other person has as a loan creditor), entitle him to receive 30% or more of the amount so distributed; or
 - (iii) such rights as would, in the event of the winding-up of the licence holder or in any other circumstances, entitle him to receive 30% or more of the assets of the licence holder which would then be available for distribution among the participators.
- (b) Subsections (4) to (6) of section 416 of the Income and Corporation Taxes Act 1988, and the legislative provisions referred to in those subsections, apply to the interpretation of paragraph (a) in the same way that they apply to the interpretation of subsection (2) of section 416 of that Act;

"licensed activities" means things authorised to be done by the licence

holder in its capacity as operator of stations pursuant to

this licence.

"LTUC" means the London Transport Users Committee and any

successor to LTUC which performs the same functions.

"the PRO Regulation" means Regulation (EC) No.1371/2007 of the European

Parliament and of the Council of 23 October 2007 on

rail passengers' rights and obligations.

"the PC" means the Passengers' Council and any successor or

delegated body which performs the function of the PC.

"RSSB" means Rail Safety and Standards Board Limited (a

company limited by guarantee and registered in

England and Wales under number 04655675), and its

successors and assigns.

"station" includes light maintenance depot insofar as any station

is also a light maintenance depot.

2. Any reference in this licence to a numbered paragraph is a reference to the paragraph bearing that number in the Condition in which the reference occurs.

- 3. In interpreting this licence, headings shall be disregarded.
- 4. Where in this licence the licence holder is required to comply with any obligation within a specified time limit, that obligation shall be deemed to continue after that time limit if the licence holder fails to comply with that obligation within that time limit.
- 5. Where in this licence there is a provision for ORR or the Secretary of State to give consent, such consent may be given subject to conditions.
- 6. The Interpretation Act 1978 shall apply to this licence as if it were an Act.
- 7. The provisions of section 149 of the Act shall apply for the purposes of the service of any document pursuant to this licence.
- 8. Unless the context otherwise requires, terms and expressions defined in the Act and the Railways Act 2005 shall have the same meanings in this licence.

Part III - Conditions

Condition 1: Insurance against Third Party Liability

1. The licence holder shall, in respect of licensed activities, maintain insurance against third party liabilities in accordance with any relevant ORR general or specific approval, as amended from time to time.

Condition 2: Claims Allocation and Handling

- 1. The licence holder shall, except in so far as ORR may otherwise consent, at all times be a party to and comply with such agreements or arrangements (as amended from time to time) relating to:
 - (a) the handling of claims against operators of railway assets; and
 - (b) the allocation of liabilities among operators of railway assets as may have been approved by ORR.
- 2. Except with the consent of ORR, the licence holder shall not, in relation to any of the agreements or arrangements described in paragraph 1 (the "relevant claims handling arrangements"), enter into any agreement or arrangement with any other party to the relevant claims handling arrangements:
 - (a) under which the licence holder agrees not to exercise any rights which it may have under any of the relevant claims handling arrangements; or
 - (b) varying the relevant claims handling arrangements

other than as provided for under the terms of the relevant claims handling arrangements.

Condition 3: Passenger Rights

1. The licence holder shall comply with articles 18 and 29 of the PRO Regulation.

Condition 4: Information for Passengers

1. The licence holder shall cooperate with train operators so far as is reasonably necessary to enable them to meet their obligations to provide information to passengers.

Condition 5: Accessible Travel Policy

- 1. The licence holder shall establish and thereafter comply with:
 - (a) a statement of policy; and
 - (b) a detailed body of arrangements, procedures, services and other benefits to be implemented or provided by the licence holder, designed to protect the interests of people who are disabled in their use of stations operated by the licence holder and to facilitate such use (together the "ATP").
- 2. In establishing the ATP and in making any change to it, the licence holder shall have due regard to the code of practice published by the Secretary of State pursuant to section 71B of the Act and to articles 19(1), 21, 22 and 24 of the PRO Regulation.
- 3. The licence holder shall not establish, or make any material changes (save in respect of paragraph 4(b)), to the ATP unless and until:
 - (a) the PC and, where appropriate, LTUC has been consulted; and
 - (b) the licence holder has submitted the ATP, or (as the case may be) the proposed change, to ORR and ORR has approved it.
- 4. Where ORR requires the licence holder to carry out a review of the ATP or any part of it or the manner in which it has been implemented, with a view to determining whether any change should be made to it, the licence holder shall:
 - (a) promptly carry out a review and submit a written report to ORR setting out the results or conclusions; and
 - (b) make such changes to the ATP, or the manner in which it is implemented, as ORR may reasonably require after ORR has received a report under paragraph 4(a) and consulted the licence holder, the PC and, where appropriate, LTUC.
- 5. The licence holder shall:
 - (a) send a copy of the ATP and of any change to it to ORR and the PC and, where appropriate, LTUC;

- (b) in a place of reasonable prominence at each station operated by the licence holder, display or procure the display of a notice giving the address from which a current copy of the statement may be obtained; and
- (c) make available free of charge a current copy of the statement to any person who requests it.
- 6. Nothing in this Condition shall oblige the licence holder to undertake any action that entails excessive cost, taking into account all the circumstances including the nature and scale of licensed activities.

Condition 6: Complaints Handling

- 1. The licence holder shall establish and thereafter comply with a procedure for handling complaints relating to licensed activities from its customers and potential customers (the "Complaints Procedure").
- 2. The licence holder shall not establish, or make any material change (save in respect of paragraph 3(b)), to the Complaints Procedure unless and until:
 - (a) the PC and, where appropriate, LTUC has been consulted; and
 - (b) the licence holder has submitted the Complaints Procedure, or (as the case may be) the proposed change, to ORR and ORR has approved it.
- 3. Where ORR requires the licence holder to carry out a review of the Complaints Procedure or any part of it or the manner in which it has been implemented, with a view to determining whether any change should be made to it, the licence holder shall:
 - (a) promptly carry out a review and submit a written report to ORR setting out the results or conclusions; and
 - (b) make such changes to the Complaints Procedure, or the manner in which it is implemented, as ORR may reasonably require after ORR has received a report under paragraph 3(a) and consulted the licence holder, the PC and, where appropriate, LTUC.
- 4. The licence holder shall:
 - (a) send a copy of the Complaints Procedure and of any change to it to ORR and the PC and, where appropriate, LTUC;
 - (b) in a place of reasonable prominence at each station operated by the licence holder, display or procure the display of a notice giving the address from which a current copy of the Complaints Procedure may be obtained; and
 - (c) make available free of charge a current copy of the Complaints

 Procedure to any person who requests it.
- 5. Alternative Dispute Resolution:
 - (a) The licence holder shall become and thereafter remain, a member of the Relevant ADR Scheme;

- (b) the licence holder shall comply with its obligations under the Relevant ADR Scheme; and
- (c) if the Relevant ADR Scheme, at any time, ceases to be Compliant, the licence holder must:
 - (i) within 14 days after becoming aware that the Relevant ADR Scheme is no longer Compliant, notify ORR of that fact;
 - (ii) within no more than 28 days after becoming aware that the Relevant ADR Scheme is no longer Compliant, notify ORR of the arrangements it has put in place to ensure that the interests of passengers are not adversely affected and must, if so directed by ORR at any time, revise those arrangements to take account of any concerns ORR reasonably raises about the protection of passenger interests; and
 - (iii) if the Relevant ADR Scheme continues to be non-Compliant for more than 6 months:
 - take all such steps as are reasonably practicable, including working together with other members of the Relevant ADR Scheme, and Rail Delivery Group, as appropriate, to identify another alternative dispute resolution scheme which is Compliant; and
 - notify such scheme to ORR within not more than 12 months (or such longer period as ORR may agree) after the date on which the Relevant ADR Scheme ceased to be Compliant.
- 6. For the purposes of this Condition:

"Relevant ADR Scheme" means:

 the alternative dispute resolution scheme procured by Rail Delivery Group (the Rail Ombudsman) or, as the case may be, any Successor Scheme.

"Successor Scheme" means:

 such other alternative dispute resolution scheme as is notified to ORR by the licence holder under sub-paragraph (c)(iii) above, and is accepted by ORR as providing suitable protection for the interests of passengers. "Compliant", in relation to the Relevant ADR Scheme, means:

- that the scheme is approved by the Designated Competent Authority and meets the requirements of ORR's Guidance in respect of an alternative dispute resolution scheme.

"Designated Competent Authority" means:

 the relevant Designated Competent Authority under The Alternative
 Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.

"ORR's Guidance" means:

- ORR's Guidance on the Complaints Handling Procedures as amended from time to time.

Condition 7: Liaison with the PC and LTUC

- 1. Whenever reasonably requested to do so by the PC and LTUC (as relevant) the licence holder shall meet with the PC and LTUC (as relevant) to discuss and review such matters as the PC and LTUC (as relevant) may wish to consider in connection with its functions under Part I of the Act including the handling of complaints made about an alleged infringement of the PRO Regulation. The licence holder shall not under this Condition be obliged to attend more than two meetings with the PC and LTUC (as relevant) in any calendar year.
- 2. The licence holder shall provide the PC and LTUC (as relevant) with such information as satisfies all the following conditions:
 - (a) the PC and LTUC (as relevant) reasonably requests the information for the proper performance of its functions under Part I of the Act;
 - (b) no undue burden is imposed on the licence holder in procuring or furnishing the information; and
 - (c) the information would normally be available to the licence holder, unless the PC and LTUC (as relevant) considers the information essential to enable it to exercise its functions under Part I of the Act.
- 3. In every calendar year in which the licence holder meets with the PC and, where appropriate, LTUC pursuant to paragraph 1, the licence holder shall be represented by one or more senior executives of the licence holder in at least one meeting with the PC and LTUC (separately or jointly).
- 4. Where the licence holder holds another licence each number specified as a maximum or minimum in this Condition shall apply jointly to meetings under this Condition and to meetings under any corresponding condition in that other licence.

5. Where:

- (a) the licence holder and the PC or LTUC, or both disagree as to the reasonableness of a request made to the licence holder by the PC or LTUC, or both under paragraph 1 or paragraph 2;
- (b) either party refers the dispute to the Secretary of State; and
- (c) the Secretary of State determines that the request is reasonable the licence holder shall promptly thereafter comply with the request.

Condition 9: Safety and standards

- 1. The licence holder shall comply with:
 - (a) such Railway Group Standards as are applicable to its licensed activities; and
 - (b) subject to paragraph 2, such Rail Industry Standards (or parts thereof) as are applicable to its licensed activities.
- 2. The licence holder is not required to comply with an applicable Rail Industry Standard (or part thereof) where:
 - (a) it has, following consultation with such persons as it considers are likely to be affected, identified an equally effective measure which will achieve the purpose of the standard; and
 - (b) it has adopted and is complying with that measure.
- 3. In this Condition:

"Railway Group Standards" means standards authorised pursuant to the

Railway Group Standards Code prepared by

RSSB; and

"Rail Industry Standards" has the meaning set out in the Standards

Manual, established by RSSB.

Condition 10: Environmental Matters

- 1. The licence holder shall establish a written policy designed to protect the environment from the effect of licensed activities, together with operational objectives and management arrangements (together "the environmental arrangements").
- 2. The environmental arrangements shall:
 - (a) take due account of any relevant guidance issued by ORR;
 - (b) be effective within six months beginning with the day on which this licence comes into force; and
 - (c) be reviewed by the licence holder periodically, and otherwise as appropriate.
- 3. Nothing contained in paragraph 1 shall oblige the licence holder to undertake any action that entails excessive cost taking into account all the circumstances, including the nature and scale of operations of the type carried out by the licence holder.
- 4. The licence holder shall, upon establishment and any material modification of the environmental arrangements, promptly send ORR a current copy of the policy together with a summary of the operational objectives and management arrangements.
- 5. The licence holder shall act with regard to the policy and operational objectives and use its reasonable endeavours to operate the management arrangements effectively.

Condition 11: Payment of Fees

- 1. In respect of the year beginning on 1 April 2019 and in each subsequent year, the licence holder shall render to ORR a payment which is the aggregate of the following amounts:
 - (a) the annual fee applicable to this licence, as determined by ORR; and
 - (b) an amount which shall represent a fair proportion as determined by ORR of the amount estimated by ORR (in consultation with the Competition and Markets Authority) as having been incurred in the calendar year immediately preceding the 1 April in question by the Competition and Markets Authority in connection with references made to it under section 13 of the Act with respect to this licence or any class of licence of which ORR determines that this licence forms part.
- 2. The payment shall be rendered by the licence holder within such time as ORR may require, being not less than 30 days beginning with the day on which ORR gives notice to the licence holder of its amount.

Condition 12: Change of Control

 The licence holder shall, if any person obtains control of the licence holder, notify ORR as soon as practicable thereafter.

Condition 13: Non-Discrimination

 Except in so far as ORR may otherwise consent, the licence holder shall not in its licensed activities, or in carrying out any other function contemplated by this licence, unduly discriminate between particular persons or between any classes or descriptions of person.

Condition 14: Emergency Access

During any emergency affecting the railway, the licence holder shall, to the
extent that it is legally entitled to do so, grant to any person requesting it such
permission to use any station of which the licence holder is the operator
pursuant to this licence as is necessary or expedient to alleviate the effects of
the emergency.

Condition 15: Co-operation with Transport for London

- 1. The licence holder shall co-operate with Transport for London ("TfL") for the purpose of:
 - (a) ensuring the efficient operation of railway services and the provision of railway facilities; and
 - (b) co-ordinating, where possible, anticipated investment projects

to the extent that such matters affect or may affect both the licence holder's and TfL's provision of railway services.

Condition 16: Changes to the Schedule

- 1. If the licence holder serves notice on ORR requesting that it be authorised to operate an additional station, that station shall be added to the Schedule on the date ORR receives the notice.
- 2. If, within 30 days of receiving the notice referred to in paragraph 1, ORR serves notice on the licence holder that it objects to such authorisation, that station shall be removed from the Schedule on the date the licence holder receives the notice.
- 3. If the licence holder ceases to be the operator of any station listed in the Schedule, the licence holder shall, within 30 days, serve notice on ORR of such cessation. That station shall be removed from the Schedule on the date ORR receives the notice.

Condition 27: Station asset information

- 1. The licence holder shall provide to ORR such information as ORR may reasonably require about the station assets, including their condition, capability and capacity.
- 2. At ORR's request, the licence holder shall commission and pay for an independent audit of such information and provide a copy of the audit report to ORR.

Part IV - Revocation

- 1. ORR may (after having consulted the appropriate franchising authority where the licence holder is a franchise operator) revoke this licence at any time if agreed in writing by the licence holder.
- 2. ORR may (after having consulted the appropriate franchising authority where the licence holder is a franchise operator) revoke this licence by not less than three months' notice to the licence holder:
 - (a) if a final order has been made, or a provisional order has been confirmed under section 55 of the Act, in respect of any contravention or apprehended contravention by the licence holder of any Condition, and the licence holder does not comply with the order within a period of three months beginning with the day on which ORR gives notice to the licence holder stating that this licence will be revoked pursuant to this term if the licence holder does not so comply; provided that ORR shall not give any such notice before the expiration of the period within which an application could be made under section 57 of the Act in relation to the order in question or before any proceedings relating to any such application are finally determined;
 - (b) if the licence holder has not commenced carrying on licensed activities within one year beginning with the day on which this licence comes into force or if the licence holder ceases to carry on licensed activities for a continuous period of at least one year;
 - (c) if the licence holder is convicted of an offence under section 146 of the Act in making its application for this licence; or
 - (d) if a person obtains control of the licence holder and:
 - (i) ORR has not approved such obtaining of control;
 - (ii) within one month of that obtaining of control coming to the notice of ORR, ORR serves notice on the licence holder stating that ORR proposes to revoke this licence in pursuance of this paragraph unless the person who has obtained control of the licence holder ceases to have control of the licence holder within the period of three months beginning with the day of service of the notice; and

- (iii) that cessation of control does not take place within that period.
- 3. ORR may (after having consulted the appropriate franchising authority where the licence holder is a franchise operator) revoke this licence by not less than 10 years' notice, such notice not to be given earlier than 25 years after the date this licence takes effect.

Schedule - List of Stations

The below stations will be operational from 1 March 2020.

Bare Lane Bradford Forster Square Accrington

Acklington Barnsley Bradford Interchange

Adlington (Cheshire)

Barrow Haven

Bramhall

Adlington (Lancs)

Barrow-in-Furness

Bramley (W Yorks)

Adwick Barton-on-Humber Brampton (Cumbria)

Alderley Edge Braystones

Allens West Battersby Bredbury

Alnmouth Belle Vue Bridlington

Althorpe Bempton Brierfield

Altrincham Ben Rhydding Brigg

Ansdell & Fairhaven Bentham Brighouse

Apperley Bridge Bentley(South Yorks) Brinnington

Appleby Brow Broad Green

Appley Bridge Bescar Lane Broadbottom

Ardwick Beverley Brockholes

Armathwaite Billingham Bromley Cross

Arnside Bingley Broomfleet

Arram Birchwood Bryn

Ashburys Bishop Auckland Buckshaw Parkway

Ashley Blackburn Burley Park

Ashton-under-Lyne Blackpool North Burley-in-Wharfedale

Askam Blackpool Pleasure Beach Burnage

Aspatria Blackpool South Burneside (Cumbria)

Atherton Blackrod Burnley Barracks

Blaydon Burnley Central

Bamber Bridge Bolton Burnley Manchester Road

25

Bolton-upon-Dearne Burscough Bridge

Bootle (Cumbria) Burscough Junction

Baildon

Bamford

Bardon Mill

Buxton Crossflatts Eccles

Cark & Cartmel Croston Eccleston Park

Carnforth Crowle Edale

Castleford Cuddington Edge Hill

Castleton Daisy Hill Egton

Castleton Moor Dalston (Cumbria) Elsecar

Cattal Dalton (Cumbria) Entwistle

Chapel-en-le-Frith Danby Euxton Balshaw Lane

Chapeltown Darnall Fairfield

Chassen Road Darton Farnworth

Chathill Darwen Featherstone

Cheadle Hulme Davenport Ferriby

Chelford Deansgate Filey

Cherry Tree Deighton Fitzwilliam

Chester-le-Street Delamare Flimby
Chinley Denby Dale Flixton

Chorley Dent Flowery Field

Church & Oswaldtwistle Denton Foxfield

Church Fenton Dinsdale Frizinghall

Clapham (North Yorkshire) Dinting Furness Vale

Clifton Disley Gainsborough Central

Clitheroe Dodworth Garforth

Colne Dore & Totley Gargrave

Commondale Dove Holes Garsdale

Congleton Driffield Garswood

Conisbrough Drigg Gathurst

Cononley Dronfield Gatley

Corbridge Dunston Giggleswick

Corkickle Eaglescliffe Gilberdyke

Cottingham Earlestown Glaisdale

Cottingley East Didsbury Glasshoughton

Cramlington East Garforth Glazebrook

Cross Gates Eastrington Glossop

Godley Hathersage Hyde North

Goldthorpe Hattersley Ilkley
Goole Haydon Bridge Ince

Goostrey Hazel Grove Ince & Elton

Gorton Headingley Irlam

Goxhill Heald Green James Cook

Grange-over-Sands Healing Kearsley
Great Ayton Heaton Chapel Keighley

Great Coates Hebden Bridge Kendal

Green Road Heighington Kents Bank

Greenbank Hellifield Kildale

Greenfield Hensall Kirk Sandall

Grimsby Docks Hessle Kirkby Stephen

Grindleford Heworth Kirkby-in-Furness

Grosmont Hexham Kirkham & Wesham

Guide Bridge Heysham Port Kirkstall Forge

Guiseley Hindley Kirton Lindsey

Gypsy Lane Holmes Chapel Kiveton Bridge

Habrough Honley Kiveton Park

Hadfield Hope (Derbyshire) Knaresborough

Hag Fold Hornbeam Park Knottingley
Hale Horsforth Knutsford

Halewood Horton-in-Ribblesdale Langho

Halifax Horwich Parkway Langwathby

Hall i' th' Wood Hoscar Layton

Haltwhistle Hough Green Lazonby & Kirkoswald

Hammerton Howden Lea Green
Handforth Humphrey Park Lealholm

Hapton Huncoat Levenshulme

Harrington Hunmanby Leyland

Harrogate Hutton Cranswick Littleborough

Hartlepool Huyton Lockwood

Hatfield & Stainforth Hyde Central Long Preston

Longbeck Moses Gate Penistone Moss Side Lostock Pleasington

Lostock Gralam Mossley Plumley

Lostock Hall Mossley Hill Pontefract Baghill Low Moor Moston Pontefract Monkhill Pontefract Tanshelf Lytham Mouldsworth

Manchester Oxford Road Mytholmroyd **Poppleton**

Nafferton

Manchester United Football

Ground

Navigation Road Poynton

Poulton-le-Fylde

Manchester Victoria Nelson Prescot

Manors Nethertown Prestbury Marple Prudhoe New Clee Marsden **New Holland** Rainford

Marske New Lane Rainhill

Marton New Mills Central Ramsgreave & Wilpshire

Maryport New Mills Newtown Ravenglass

Mauldeth Road **New Pudsey** Ravensthorpe

Meadowhall Newton Aycliffe Rawcliffe

Menston Newton for Hyde Redcar British Steel

Meols Cop Newton-le-Willows Redcar Central

Metrocentre Redcar East Normanton

Mexborough North Road (Darlington) Reddish North

Micklefield Northwich Reddish South

Middlewood Nunthorpe Ribblehead

Mill Hill (Lancashire) Orrell Riding Mill

Millom Outwood Rishton

Mills Hill **Padgate** Roby

Mirfield Pannal Rochdale

Mobberley Romiley Parbold

Moorside Parton Roose

Moorthorpe Partricroft Rose Grove

Morecambe Pegswood Rose Hill Marple

Morley Pemberton Rotherham Central

Morpeth

Rufford Sowerby Bridge Wakefield Kirkgate

Ruswarp Squires Gate Walkden
Ryder Brow St Annes-on-the-Sea Walsden

Salford Central St Helens Central Warrington Central

Salford Crescent St Helens Junction Warrington West

Saltaire St. Bees Wavertree Technology Park

Saltburn Stallingborough Weeton

Saltmarshe Stanlow & Thornton Wennington

Salwick Starbeck West Allerton

Sandal & Agbrigg Staveley (Cumbria) Westhoughton

Sandbach Steeton & Silsden Wetheral

Sankey for Penketh Stocksfield Whaley Bridge

Seaham Stocksmoor Whalley
Seascale Stockton Whiston
Seaton Carew Streethouse Whitby

Sellafield Strines Whitehaven

Settle Styal Whitley Bridge

Shepley Sunderland Widdrington

Sherburn-in-Elmet Swinton (Manchester) Widnes

Shildon Swinton (South Yorks) Wigan Wallgate

Shipley Teesside Airport Wigton

Shireoaks Thatto Heath Wilmslow

Silecroft Thorne North Windermere

Silkstone Common Thorne South Wombwell

Silverdale Thornton Abbey Woodhouse

Skipton Thurnscoe Woodlesford

Slaithwaite Todmorden Woodley

Sleights Trafford Park Woodsmoor

Smithy Bridge Ulceby Workington

Snaith Ulleskelf Worksop

South Bank Ulverston Wressle

South Elmsall Upholland Wylam

South Milford Urmston