

Railways Act 1993
Freight Access
(Track Access Contracts – Consolidated and Revised)
General Approval 2011

2011 No. *****

<i>Made</i>	**/**/****
<i>Coming into force</i>	**/**/****

The Office of Rail Regulation, in exercise of the powers conferred upon it by sections 18(1)(c) and 22(3) of the Railways Act 1993, gives the following general approval.

Citation, commencement and revocation

1. (1) This general approval may be cited as the Freight Access (Track Access Contracts – Consolidated and Revised) General Approval 2011.
- (2) This general approval comes into force on **/**/****.
- (3) The Freight Access (New Track Access Contracts) General Approval 2009, Freight Access (Changes to Track Access Contracts) General Approval 2009, Freight Access (Model Contract Amendments) General Approval 2008 and Freight Customer General Approval 2011 are hereby revoked from **/**/****.

Interpretation

2. (1) In this general approval:

“access agreement” means an access contract which the Office of Rail Regulation has approved, either explicitly or by way of a general approval;

"access contract" means an agreement under which Network Rail grants a beneficiary permission to use its track for or in connection with the provision of service for the carriage of goods by railway;

"Consultation" means a consultation of potentially affected parties carried out by Network Rail in accordance with the Industry Code of Practice for track access application consultations;

“Cordon Cap” has the same meaning as defined in Schedule 5 to the Model Track Access Contract (Freight Services);

“Drawdown Notice” has the same meaning as defined in the Model Freight Customer Track Access Contract;

“Industry Code of Practice for track access application consultations” means the current document of that name published by the Office of Rail Regulation, which may be amended from time to time;

“Level One Right” has the same meaning as defined in Schedule 5 to the Model Track Access Contract (Freight Services);

“Level Two Right” has the same meaning as defined in Schedule 5 to the Model Track Access Contract (Freight Services);

“Level Three Right” has the same meaning as defined in Schedule 5 to the Model Track Access Contract (Freight Services);

“Model Freight Customer Track Access Contract” means the model access agreement published under that name by the Office of Rail Regulation on 15 September 2010 as may be amended and re-issued by the Office of Rail Regulation from time to time;

“Model Freight Operating Company Customer Track Access Contract” means the model access agreement published under that name by the Office of Rail Regulation on 15 September 2010, as may be amended and re-issued by the Office of Rail Regulation from time to time;

“Model Track Access Contract (Freight Services)” means the model access agreement published under that name by the Office of Rail Regulation on 18 November 2009, as may be amended and re-issued by the Office of Rail Regulation from time to time;

“Model Track Access Contract (Freight Services) - Freight Customer Mark Up” means the model access agreement published under that name by the Office of Rail Regulation and dated 18 November 2009 as may be amended and re-issued by the Office of Rail Regulation from time to time;

“Network Code” means the document of that name incorporated by reference in any track access agreement;

“Network Rail” means Network Rail Infrastructure Limited, a company registered in England under number 2904587;

“Principal Change Date” has the meaning ascribed to it in Part D of the Network Code;

“Revocation Notice” has the same meaning as defined in the Model Freight Customer Track Access Contract;

“Sponsor” has the meaning ascribed to it in Part F of the Network Code;

“Subsidiary Change Date” has the meaning ascribed to it in Part D of the Network Code;

“Train Slots” has the meaning ascribed to it in Part D of the Network Code;

“Vehicle Change” has the meaning ascribed to it in Part F of the Network Code;

“Working Day” has the meaning ascribed to it in Part D of the Network Code;

“Working Timetable” has the meaning ascribed to it in Part D of the Network Code; and

“Y-path” has the meaning ascribed to “Y” in the Explanation of References section contained in the Working Timetable.

(2) In this general approval:

(a) unless the context otherwise requires, terms and expressions

defined in the Railways Act 1993 shall have the same meanings in this general approval;

(b) the Interpretation Act 1978 applies to this general approval in the same way as it applies to an enactment; and

(c) unless the context otherwise requires, any reference to a numbered paragraph is a reference to the paragraph in this general approval which bears that number.

New freight access contracts

3. (1) A new Track Access Contract (Freight Services)

ORR gives its approval to Network Rail and another party entering into an access contract on the same terms as the Model Track Access Contract (Freight Services) in place at the time provided the restrictions/amendments set out in Annex A are followed.

(2) A new Freight Customer Track Access Contract

ORR gives its approval to Network Rail and another party entering into an access contract, regarding the provision of access rights to a freight customer, on the same terms as the Model Freight Customer Track Access Contract in place at the time provided that the restrictions/amendments set out in Annex B are followed.

(3) A new Freight Operating Company Customer Track Access Contract

ORR gives its approval to Network Rail and another party (“the Freight Operator”) entering into an access contract to reflect that rights have been drawn down to the Freight Operator in a Drawdown Notice, that is not subject to a Revocation Notice, on the same terms as the Model Freight Operating Company Customer Track Access Contract in place at the time provided that the restrictions/amendments set out in Annex C are followed.

Changes to current track access agreements

4. (1) Model Track Access Contract (Freight Services)

Where Network Rail and another party have entered into an access agreement on the same terms as the Model Track Access Contract (Freight Services), ORR gives its approval to the parties making the changes set out in Annex D.

(2) Model Track Access Contract (Freight Services), Model Freight Operating Company Customer Track Access Contract and Model Freight Customer Track Access Contract

Where Network Rail and another party have entered into an access agreement on the same terms as the;

(a) Model Track Access Contract (Freight Services);

(b) Model Freight Operating Company Customer Track Access Contract and/or

(c) Model Freight Customer Track Access Contract,

ORR gives its approval to the parties making changes to those agreements which reflect changes to the relevant model contract, as published on the Office of Rail Regulation website from time to time.

(3) Model Freight Operating Company Customer Track Access Contract

Where Network Rail and another party have entered into an access agreement on the same terms as the Model Track Access Contract (Freight Services) ("their Track Access Contract (Freight Services)") and subsequently enter into an access contract on the terms of the Model Freight Operating Company Customer Track Access Contract, they may make to their Track Access Contract (Freight Services) the amendments marked up in clauses 1, 11 and Schedule 9 in the Model Track Access Contract (Freight Services) - Freight Customer Mark Up.

Consultation requirement

5. (1) Where any of the Annexes to this general approval state that Consultation should be carried out in respect of an amendment, then before the amendment to the access agreement can be made the parties to the access agreement shall:

- (a) carry out the necessary Consultation; and
- (b) ensure that there are no outstanding objections from any consultee.

New Model Track Access Contract (Freight Services)

1. (1) (a) the areas marked by square brackets must be completed as appropriate by the parties;

(b) the provisions of clause 11.6.5 (*Indexation of Indemnity Incident Cap*) of the Model Track Access Contract (Freight Services) must be replaced in their entirety with the following:

The Indemnity Incident Cap is the sum calculated in accordance with the following formula:

$$C_n = C_1 \left[\frac{RPI_n}{RPI_1} \right]$$

where:

- (i) C_1 is the sum of £5,000,000;
- (ii) C_n is the Indemnity Incident Cap in the nth Contract Year;
- (iii) RPI_n is the Retail Prices Index (defined as RPI in Schedule 7) published or determined with respect to the first month of Contract Year n; and
- (iv) RPI_1 is the Retail Prices Index (defined as RPI in Schedule 7) published or determined with respect to April 2009.

and;

(c) the definition of "Liability Cap" in Schedule 9 of the Model Track Access Contract (Freight Services) must be replaced in its entirety with the following:

the sum calculated in accordance with the following formula:

$$C_n = C_1 \left[\frac{RPI_n}{RPI_1} \right]$$

where:

- (i) C_1 is the sum of £5,000,000;
- (ii) C_n is the Liability Cap in the nth Contract Year;

(iii) RPI_n is the Retail Prices Index (defined as RPI in Schedule 7) published or determined with respect to the first month of the Contract Year n ; and

(iv) RPI_1 is the Retail Prices Index (defined as RPI in Schedule 7) published or determined with respect to April 2009.

(2) the "Expiry Date" inserted in the access agreement is no more than five years from the effective date of the access agreement set out in clause 3.1 thereof;

(3) each cell in the Cordon Cap table contained in paragraph 2.2.8 of Schedule 5 is populated with a "0";

(4) no cell in the Rights Table annexed to Schedule 5 is populated other than those for:

(a) Level Two Rights which

(i) do not form part of a Y-path;

(ii) are time-limited to expire no later than 2 years from the date it is generally approved, contractualised by a note in the Special Terms column in the Rights Table; and

(iii) do not, under (ii) above, extend beyond the Expiry Date of the track access agreement.

and/or;

(b) Level Three Rights.

(5) Paragraph 2.5 of Schedule 5 entitled "Train Operator Variation Services" may be amended as follows;

(a) replace the text in paragraph 2.5.1 with the following text;

"The duration of any Train Operator Variation Service shall not exceed twelve months." and

(b) replace the text in paragraph 2.5.3 with the following text:

"Network Rail will advise ORR where Train Operator Variation Requests pursuant to this paragraph 2.5 have been accepted which have a duration of six months or longer."; and

(c) replace the text in paragraph 2.5.4 with the following text:

"For the purpose of this paragraph 2.5, where the Train Operator Variation Requests for successive Train Operator Variation Services each having substantially the same characteristics are accepted, such Train Operator Variation Services shall be aggregated for the purposes of ascertaining whether the period of six months or twelve months, as the case may be, has been exceeded."

New Model Freight Customer Track Access Contract

1. (1) the areas marked by square brackets must be completed as appropriate by the parties;
- (2) the “Expiry Date” inserted in the access contract is no more than five years from the effective date of the access agreement set out in paragraph 3.1 thereof;
- (3) no cell in the Rights Table annexed to Schedule 5 is populated other than those for:
 - (a) Level Two Rights which
 - (i) do not form part of a Y-path;
 - (ii) are time-limited to expire no later than 2 years from the date it is generally approved, contractualised by a note in the Special Terms column in the Rights Table; and
 - (iii) do not, under (ii) above, extend beyond the Expiry Date of the track access agreement.

and/or;

- (b) Level Three Rights; and
- (4) the values in the Cordon Cap table in paragraph 2.2.8 to Schedule 5 are set at “0”.

**New Model Freight Operating Company Customer Track
Access Contract**

1. (1) the areas marked by square brackets must be completed as appropriate by the parties;
- (2) the “Expiry Date” inserted in the access contract reflects the last date of operation specified in the Drawdown Notice and, in any event, is no more than five years from the effective date of the access agreement set out in paragraph 3.1 thereof;
- (3) the cells in the Rights Table annexed to Schedule 5 are populated with the Firm Rights specified in the Drawdown Notice;
- (4) the values in the Cordon Cap table in paragraph 2.2.8 to Schedule 5 are populated with the Cordon Cap values specified in the Drawdown Notice;
- (5) the Indemnity Incident Cap and calculations in clause 11.6.5 are completed and mirror those in the access contract entered into between Network Rail and the Freight Operator on the same terms as the Model Track Access Contract (Freight Services); and
- (6) the definition of “Liability Cap” in Schedule 9 is completed and mirrors the “Liability Cap” in the access contract entered into between Network Rail and the Freight Operator on the same terms as the Model Track Access Contract (Freight Services).

Changes to current Model Track Access Contract (Freight Services)

1. (1) The parties to an access agreement may amend the Expiry Date of that agreement to reduce the duration of the agreement. The Expiry Date is expressed in paragraph 1.1 of the Model Track Access Contract (Freight Services). *No Consultation is required for any change to an access agreement made pursuant to this provision.*

(2) The parties to an access agreement may amend the Expiry Date of that agreement to extend its duration for a term of no more than one year provided that the access agreement in question:

- (a) contains no Level One Rights; and
- (b) the agreement to extend the term is entered into and effect is given to it no earlier than four years prior to the current Expiry Date.

No Consultation is required for any change to an access agreement made pursuant to this provision

(3) The parties to an access agreement may make changes to the contact particulars set out Schedule 1 of that agreement provided each party's "address for the services of notices" is never different from the party's registered office legally recorded with Companies House. *No Consultation is required for any change to an access agreement made pursuant to this provision.*

(4) The parties to an access agreement may reduce the value of the numbers contained in the Cordon Cap table in that agreement down to, and including, "0". Cordon Caps are expressed in paragraph 2.2.8 of Schedule 5 of the Model Track Access Contract (Freight Services). *No Consultation is required for any change to an access agreement made pursuant to this provision.*

(5) The parties to an access agreement may amend the provisions relating to public holidays contained in that agreement. Provisions relating to public holidays are expressed in paragraph 2.6 of Schedule 5 of the Model Track Access Contract (Freight Services). If the parties amend the provisions relating to public holidays in their access agreement they must add the following definition to the "Definitions" contained in paragraph 1 of Schedule 5 of that agreement:

"Public Holiday" means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;

No Consultation is required for any change to an access agreement made pursuant to this provision.

(6) Paragraph 2.5 of Schedule 5 entitled "Train Operator Variation Services" may be amended as follows;

- (a) replace the text in paragraph 2.5.1 with the following text;
“The duration of any Train Operator Variation Service shall not exceed twelve months.” and
- (b) replace the text in paragraph 2.5.3 with the following text:
“Network Rail will advise ORR where Train Operator Variation Requests pursuant to this paragraph 2.5 have been accepted which have a duration of six months or longer.”; and
- (c) replace the text in paragraph 2.5.4 with the following text:
“For the purpose of this paragraph 2.5, where the Train Operator Variation Requests for successive Train Operator Variation Services each having substantially the same characteristics are accepted, such Train Operator Variation Services shall be aggregated for the purposes of ascertaining whether the period of six months or twelve months, as the case may be, has been exceeded.”

No Consultation is required for any change to an access agreement made pursuant to this provision.

(7) The parties to an access agreement may make changes to the Rights Table contained in Schedule 5 of that agreement as set out below:

- (a) Remove an access right in its entirety by deleting the relevant row from the Rights Table. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (b) Changes to the contents of cells of the Rights Table to amend any of the characteristics of an access right to reflect Train Slots pertaining to that access right held by a party to the agreement in the Working Timetable on the Principal Change Date or the Subsidiary Change Date. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (c) Include any new Level Three Right; *No Consultation is required for any change to an access agreement made pursuant to this provision*
- (d) include any Level Two Right;
 - (i) which does not form part of a Y-path;
 - (ii) which is time-limited to expire no later than 2 years from the date it is generally approved, contractualised by a note in the Special Terms column in the Rights Table; and
 - (iii) does not, under (ii) above, extend beyond the Expiry Date of the track access agreement.

No Consultation is required for any change to an access agreement made pursuant to this provision.

- (e) Amend, add or delete the contents of the column entitled "Minimum Turn Around Time at Origin". *Consultation, as set out in paragraph*

5, is required for any change to an access agreement made pursuant to this provision.

- (f) Amend contents contained in the column entitled "Days per Week" to:
 - (i) remove days on which services no longer operate. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
 - (ii) change the days on which services operate, provided there is no net increase in the number of days on which services operate. *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (g) To the column entitled "Departure Time":
 - (i) Amend contents contained in the column provided single or multiple amendments, when taken together, agreed pursuant to this general approval do not change the departure time by more than thirty minutes in any timetable period. *Consultation, as set out in paragraph 5 is required for any change to an access agreement made pursuant to this provision.*
 - (ii) Delete contents contained in the column if and when Level One Rights are changed to Level Two or Level Three Rights. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (h) Amend contents contained in the column entitled "Origin" to correct typographical errors. No substantive changes to the "Origin" may be made pursuant to this general approval. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (i) Amend contents contained in the column entitled "Origin Stanox" to correct typographical errors. No substantive changes to the "Origin Stanox" may be made pursuant to this general approval. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (j) Amend contents contained in the column entitled "Destination" to correct typographical errors. No substantive changes to the "Destination" may be made pursuant to this general approval. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (k) To the column entitled "Arrival Time":
 - (i) Amend contents contained in the column provided single or multiple amendments, when taken together, agreed pursuant to this general approval do not change "Arrival Time" by more than thirty minutes in any timetable period. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
 - (ii) Delete contents contained in the column if and when Level One Rights are changed to Level Two or Level Three Rights. *No*

Consultation is required for any change to an access agreement made pursuant to this provision.

- (l) Amend contents contained in the column entitled "Destination Stanox" to correct typographical errors. No substantive changes to the "Destination Stanox" may be made pursuant to this general approval. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (m) Amend, add or delete contents contained in the column entitled "Minimum Turn Around Time at Destination". *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (n) Amend, add or delete contents contained in the column entitled "Routing". *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (o) Amend, add or delete contents contained in the column entitled "Intermediate Points". *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (p) Amend, add or delete contents contained in the column entitled "Arrival Times at Intermediate Points". *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (q) Amend, add or delete contents contained in the column entitled "Departure Times from Intermediate Points". *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (r) Amend, add or delete contents contained in the column entitled "Minimum Dwell Times at Intermediate Points". *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (s) Amend or add contents contained in the column entitled "Electricity for Traction Y/N". *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (t) Amend, add or delete contents contained in the column entitled "Total/Maximum Services per Week", provided:
 - (i) there is no net increase in the number of days on which services operate; and
 - (ii) there is no net increase in the quantum of firm rights contained in the agreement.

Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.

- (u) Amend, add or delete contents contained in the column entitled "Total/Maximum Services per Day" provided there is no net increase in the quantum of firm rights contained in the agreement. *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*
- (v) Amend, add or delete contents contained in the column entitled "Special Terms". *Consultation, as set out in paragraph 5, is required for changes to access agreements made pursuant to this provision.*
- (w) Amend contents contained in the column entitled "Standard Specified Equipment (Timing Load)", provided that, if necessary, the process relating to the introduction of new rolling stock/equipment stipulated under Part F of the Network Code has been completed and the Sponsor is entitled to implement the Vehicle Change. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (x) Amend, add or delete contents contained in the column entitled "Alternative Specified Equipment (Timing Load)", provided that, if necessary, the process relating to the introduction of new rolling stock/equipment stipulated under Part F of the Network Code has been completed and the Sponsor is entitled to implement the Vehicle Change. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (y) Amend, add or delete contents contained in the column entitled "Maximum Length of Train", provided any change under this provision complies with existing operating constraints. *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision*
- (z) Amend, add or delete contents contained in the column entitled "Route Availability Code ("RA")", provided any change under this provision complies with existing operating constraints. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (aa) Amend, add or delete contents contained in the column entitled "Loading Gauge", provided any change under this provision complies with existing operating constraints. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
- (bb) Amend contents contained in the column entitled "Maximum Variation" of flexing rights as follows:
 - (i) to increase the "Maximum Variation" of flexing rights. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
 - (ii) to decrease the "Maximum Variation" of flexing rights, provided the "Maximum Variation" of flexing rights is then no less than "+/- 30". *Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.*

- (cc) Amend contents contained in the column entitled "Access Right Type" as follows:
- (i) Change Level One Rights to Level Two or Level Three Rights. *No Consultation is required for any change to an access agreement made pursuant to this provision.*
 - (ii) Change Level Two Rights to Level Three Rights. *No Consultation is required for any change to an access agreement made pursuant to this provision.*

Any additional amendment may be made to the Rights Table necessary to effect such a change in the "Access Right Type", for instance arrival, departure and routing information may be deleted from the Rights Table. *No Consultation is required for any change to an access agreement made pursuant to this provision.*

- (dd) Amend, add or delete contents contained in the column entitled "Contract Miles". Consultation, as set out in paragraph 5, is required for any change to an access agreement made pursuant to this provision.

EXPLANATORY NOTE (this does not form part of the general approval)

Section 18(1) of the Railways Act 1993 (“the Act”) enables the Office of Rail Regulation (“ORR”) to give its approval in advance to the entering into of access agreements. As long as an access agreement falls wholly within the terms and conditions of a general approval, the parties may enter into it without seeking the approval of ORR. If the access agreement does not come within the scope of the general approval, directions under section 17 or 18 of the Act must be obtained from ORR.

Section 22(3) of the Railways Act 1993 (“the Act”) enables the Office of Rail Regulation (“ORR”) to give its approval in advance to the making of amendments to access agreements. As long as an amendment falls wholly within the terms and conditions of a general approval, the parties to the access agreement in question may amend it without seeking the approval of ORR to the amendment. If it does not come within the scope of the general approval, a specific approval under section 22 or directions under section 22A, section 22C or Schedule 4A to the Act must be obtained.

Access agreements and amendments to access agreements which have not been approved by ORR - either under a general approval or a specific one, or made pursuant to directions - are void.

New freight track access contracts

Annex A of this general approval enables Network Rail and another train operator to enter into a model freight track access contract providing:

The contract is on the same terms as the model access contract then in force.

The areas marked by square brackets in the model contract are completed by the parties as appropriate.

The Indemnity Incident Cap and the Liability Cap provisions are amended as required by the general approval.

The duration of the contract is no more than five years.

Cordon caps set out in Schedule 5 are “0”.

And it allows for:

Inclusion in the Table of Rights, certain new Level 2 Rights and new Level Three Rights.

Changes to Paragraph 2.5 of schedule 5 relating to Train Operator Variation Services

New Freight Customer track access contracts

Annex B of this general approval enables Network Rail and a freight customer to enter into a model freight customer access contract providing:

The contract is on the same terms as the model access contract then in force.

The areas marked by square brackets in the model contract are completed by the parties as appropriate.

The duration of the contract is no more than five years.

Cordon caps set out in Schedule 5 are "0".

And it allows for:

Inclusion in the Table of Rights, certain new Level 2 Rights and new Level Three Rights.

New freight operating company customer track access contracts

Annex C of this general approval enables Network Rail and a freight operator to enter into a model freight operating company customer track access contract providing:

The contract is on the same terms as the model access contract then in force.

The areas marked by square brackets in the model contract are completed by the parties as appropriate.

The duration of the contract is no more than five years.

Cordon Caps set out in Schedule 5 reflect Cordon Cap values specified in the drawdown notice;

The rights contained in the Schedule 5 table of rights are the same as the rights specified in a valid drawdown notice from the freight customer to the freight operator;

The Indemnity Incident Cap and calculations in clause 11.6.5 are completed and mirror those in the freight operator's own track access agreement; and

The definition of "Liability Cap" in Schedule 9 is completed and mirrors that in the freight operator's own track access agreement.

Existing freight track access agreements

Annex D sets out the types of amendments to existing freight track access agreements for which approval is given. Pursuant to this general approval parties may amend their track access contract in the following ways:

Change the Expiry Date to shorten the contract;

Change the Expiry Date to extend it for a period not exceeding one year, under certain conditions;

Change some of the contact particulars contained in the contract.

Reduce the number of Cordon Caps contained in the contract.

Modify the provisions related to public holidays.

Make the following changes to the schedule 5 rights table:

Remove access rights.

Make changes to access rights to reflect the characteristics of paths in the Working Timetable established in May and December (the Subsidiary and Principal Change Dates) under the timetable process contained in Part D of the Network Code.

Include certain new Level 2 Rights.

Include new Level Three Rights.

Change Level One Rights to Level Two or Level Three Rights, or change Level Two Rights to Level Three Rights.

Change the minimum turn around time at origin and destination.

Amend the days of the week on which services operate to reduce or alter the days on which services run, provided there is no net increase in the number of days on which services operate.

Change the arrival or departure time of any service, provided the time is not changed by more than thirty minutes in any timetable period.

Make corrections to the origin and destination of a service, and the origin and destination station of a service. No substantive changes may be made, instead changes must be limited to correcting typographical errors.

Amend, add or delete information pertaining to routing.

Amend, add or delete information pertaining to intermediate points, including arrival and departure times, and minimum dwell times.

Amend or add information regarding whether electricity for traction is utilised.

Change information related to the number of services the operator runs each day and each week, provided there is no increase in quantum of firm rights.

Change special terms set out in the rights table.

Change provisions relating to standard and alternative specified equipment.

Change information regarding the maximum length of trains to be run.

Reflect changes to the route availability code (RA) and loading gauge.

Modify the maximum variation of flexing rights, provided that the flexing rights set out in the rights table is never less than +/- 30.

Change information relating to contract miles.

Generally

Paragraph 5 of this general approval sets out consultation requirements. Consultation, consistent with the Code of Practice for track access application consultations, is required for some of the changes which can be made pursuant to this general approval.

Under section 72(5) of the Act a copy of all agreements entered into, including agreements approved under this general approval, must be sent to ORR within 14 days of being made. Subject to the requirement in section 72(3) of the Act to have regard to the need for excluding certain information, such copies will be entered into the public register.