

General Approval

for stations (2017)

1. This general approval applies to new and amended station access agreements (SAA) in respect of Franchised, Independent, and Other Stations. The Office of Rail and Road (ORR) makes this general approval under sections 18(1)(c) and 22(3) of the Railways Act 1993 (the Act). This general approval comes into force on 6 February 2017. It replaces the General Approval (Stations) 2013 which is revoked from the same date.

Interpretation

2. In this general approval:

“Franchised Station” means any station in England, Wales or Scotland to which access is granted by a franchisee of the Secretary of State, Scottish Ministers or Welsh Government (as applicable) ;

“Franchised Station Access Agreement” means in relation to a Franchised Station, an agreement entered into after 1 April 1994;

“Independent Station” means any station in England, Wales or Scotland, which is operated by, and to which access is granted by Network Rail Infrastructure Limited (Network Rail);

“Other Station” means any station in England & Wales or Scotland, which is neither a Franchised Station nor an Independent Station;

“Station Access Agreement” (SAA) means an agreement for access to a station made on the same terms as a model SAA published by ORR, and includes the Station Access Conditions (SACs), schedules and Annexes incorporated by reference into that agreement”;

“Station Access Conditions” (SACs) means in relation to:

- (a) a Franchised Station, either:
 - (i) the National Station Access Conditions 2013 (England and Wales); or
 - (ii) the National Station Access Conditions 2013 (Scotland); or
 - (iii) such other Station Access Conditions as endorsed by ORR prior to being incorporated into the relevant ORR-approved SAA, as applicable; and
- (b) an Independent Station, either:
 - (i) the Independent Station Access Conditions 2013 (England and Wales); or
 - (ii) the Independent Station Access Conditions 2013 (Scotland); or
 - (iii) such other Station Access Conditions as endorsed by ORR prior to being incorporated into the relevant ORR-approved SAA, as applicable; and

- (c) an Other Station, such other Station Access Conditions as endorsed by ORR prior to being incorporated into the relevant ORR-approved SAA and the annexes relating to that station as each has been or is modified in respect of that station from time to time with the approval of the ORR and as each is incorporated in the SAA relating to that station.

Scope

3. ORR gives its approval to the matters set out in paragraphs 4 to 18 below.

New station access agreements

4. Parties may enter into a new SAA provided it is made on the same terms as a model SAA published by ORR, subject to the following permitted alterations:

- (a) completion of square brackets, tables or other areas left blank for completion; and
- (b) choosing from various words or phrases,

except where such alteration changes the meaning of any other provision in the SAA, inserts a formula for calculating a figure or inserts an external price list for calculating a cost of providing goods or services.

Existing station access agreements

5. Subject to the exclusion set out in paragraph 19 below, parties to a SAA may make alterations to it as set out in paragraphs 6 to 18 below.

Alterations to Exclusive Station Services

6. Parties may alter a SAA to change the Exclusive Station Services listed in Schedule 2 or in Schedule Part 2 of an SAA, as applicable.

Alterations to Freight SAAs

7. Parties may alter a Freight SAA or an Independent Freight SAA (and, where applicable, any Station Supplement completed pursuant to that SAA) to change:
- (a) the Core Use set out in paragraph 4 of Schedule 1 (Station Supplement) or in paragraph 4 of Schedule Part 1 (Station Supplement), as applicable;
 - (b) the User's Common Charges, the Exclusive Station Services, the Exclusive Charges or the Additional Charges set out in Appendix 1 of Schedule 1 (Station Supplement) or in Appendix Part 1 of the Appendix to Schedule Part 1 (Station Supplement), as applicable;
 - (c) the Exclusive Station Services or the specifications for Exclusive Station Services set out in Appendices 2 and 3 of Schedule 1 (Station Supplement) or in Appendix Parts 2 and 3 of the Appendix to Schedule Part 1 (Station Supplement), as applicable;
 - (d) the addresses for service set out in Schedule 2 or in Schedule Part 2, as applicable.

Alterations to Common Station Amenities and Services

8. Parties may alter the following terms set out in Annex 1 of the SACs :
- (a) the Common Station Amenities for all Users and/or for Passenger Operators set out in paragraphs 1 or 2, as applicable
 - (b) the Common Station Services for all Users and/or for Passenger Operators set out in paragraphs 3 or 4, as applicable;
 - (c) the hours set out in paragraph 5;
 - (d) the name set out in paragraph 6;
 - (e) the entry in column 2 ("Included on Plan") as set out in paragraph 6;
 - (f) the default interest rate set out in paragraph 7;
 - (g) the Core Facilities set out in paragraph 8;
 - (h) the location of the station register as set out in paragraph 9;
 - (i) the Station Facilities set out in paragraph 10;
 - (j) the specification for Common Services set out in Appendix 1;
 - (k) the Plan set out in Appendix 2;
 - (l) the statement of Condition set out in Appendix 3;
 - (m) the Excluded Equipment set out in Appendix 6,

but where the alteration is of a kind specified in paragraphs 8(a), (b), (f) or (i) it will only be permitted if:

- (i) the alteration is the inclusion of an additional facility, service or amenity;
 - (ii) the alteration of the presence at the station is from "No" to "Yes"; or
 - (iii) the alteration of the quantity is an increase, as applicable.
9. Parties may alter the Common Station Amenities and Common Station Services that may be changed only by unanimous agreement of all Users as set out in Annex 3 of the SACs.
10. Parties may alter the amenity/service, period or percentage set out in Annex 6 of the SACs, but only where the alteration is:
- (a) a reduction in the period;
 - (b) an increase in the percentage; or
 - (c) where an amenity/service is added, the inclusion of a corresponding period or percentage.

Alterations to the Equipment Inventory

11. In relation to the Equipment Inventory at Appendix 4 to Annex 1 of the SACs, the parties may:

- (a) alter any existing entry in the "Present at Station" column and/or the "Quantity" column, but only where
 - (i) the alteration is the amendment of an entry under the "Present at Station" column from "No" to "Yes"; or
 - (ii) the alteration is an increase to an entry in the "Quantity" column; and

- (b) revise an entry in the "Description" column of the Equipment Inventory, but only where such revision is designed to update the description of an existing asset and does not add new items to the Inventory.

Alterations to the Elements Inventory

12. Parties may revise the description of entries in the Elements Inventory at Appendix 5 to Annex 1 of the SACs, but only where such revision is designed to update the description of an existing asset and does not add new items to the Inventory.

Alterations to Agreements and Specifications

13. Parties may alter:

- (a) the Existing Agreements in Annex 5 or Annex Part 5, as applicable;
- (b) the Contract Particulars or the Addresses for Service set out in Schedules 1 and 2 to Annex 8 (Collateral Agreement) or in Schedule Parts 1 and 2 to Annex Part 8 (Collateral Agreement), as applicable;
- (c) the disrepairs to be remedied set out in Annex 10 or in Annex Part 10, as applicable;
- (d) the obligations of the Station Facility Owner set out in paragraph 1, and the times and obligations set out in paragraph 2, of Annex 11 or of Annex Part 11, as applicable; or
- (e) the Repair and Maintenance Specifications set out in Annex 12 or in Annex Part 12, as applicable.

Alterations to Contract Particulars

14. Parties may alter the following Contract Particulars:

- (a) the name or registered office of the Station Facility Owner or the Beneficiary set out in paragraph 1 or 2 of Schedule 1 or of Schedule Part 1, as applicable;
- (b) the expiry date set out in paragraph 4 of Schedule 1, as applicable;
- (c) the name of the station set out in paragraph 5 of Schedule 1, as applicable;
- (d) the Percentage of Common Charges payable pursuant to Clause 6.1 set out in paragraph 9 of Schedule 1 or of Schedule Part 1, as

applicable, in conjunction with the deletion of the words “as at the Commencement Date” at the end of Clause 6.1;

- (e) the addresses for service on the parties as set out in paragraph 1 or 2 of Schedule 3 or of Schedule Part 3, as applicable; or
- (f) the addition or removal one or more stations to or from Schedule 1 of the SAA or Appendix 1 to Schedule 1 or in paragraph 2 of the relevant Station Supplement, as appropriate.

Alterations to the Long Term Charge

15. Subject to paragraph 16 below, the parties to a Franchised SAA may alter the amount referred to in the definition of “Long Term Charge” as set out in paragraph 3 of Annex 9 of the agreement and as calculated according to the provisions of Condition F11 of the SACs.
16. An alteration of the kind specified in paragraph 15 above shall only be permitted in accordance with this general approval if:
 - (a) the relevant SACs incorporated into the Franchised SAA are either:
 - (i) the National Station Access Conditions 2013 (England and Wales) with no bespoke provisions; or
 - (ii) the National Station Access Conditions 2013 (Scotland) with no bespoke provisions; and
 - (b) the alteration to the amount of the Long Term Charge results in a new amount which is not greater than the old amount by more than £50,000; and
 - (c) the alteration is due to an enhancement to station amenities or facilities; and
 - (i) Network Rail has funded, or has agreed to fund, all or part of the capital costs of the enhancement to the station amenities or facilities; or
 - (ii) Network Rail has agreed to be responsible for all or part of the maintenance and repair of, or any other operating costs associated with, the enhancement of the station amenities or facilities.

Alterations to a SAA governed by Scots law

17. Parties may alter a SAA to make it compliant with Scots law including:

- (a) deleting any governing law clause and replacing it with:
“This Agreement shall be governed by and construed in accordance with Scots law”; and
- (b) deleting any jurisdiction clause and replacing it with:
“Subject to the Station Access Conditions, the parties irrevocably agree that the courts of Scotland are to have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with, this Agreement”.

Alterations where a party to the SAA is also a party to a concession agreement

18. Parties may alter a SAA to give effect to a concession agreement by:

- (a) inserting any new definitions or altering any existing definitions which define the concession agreement and the parties to the same or define a concession awarding body;
- (b) inserting a new provision or altering any existing provision dealing with events of default to provide that an event of default shall arise under the SAA in connection with termination of the concession agreement;
- (c) inserting a new provision or altering any existing provision dealing with termination notices to provide that a party to the concession agreement shall receive any termination notice relating to termination of the SAA;
- (d) inserting a new provision or altering any existing provision dealing with novation to provide that the SAA shall be novated to a third party where such third party is a party to the concession agreement or is nominated by a party to the concession agreement but only where such novation and the terms of the same shall have been approved by the ORR ;
- (e) altering any rights of third parties clause in a SAA by naming a party to the concession agreement as a third party directly able to enforce such rights as have been granted to it under such SAA;
- (f) inserting a new provision or altering any existing provision dealing with references in the Station Access Conditions to allow for a party to the concession agreement to be named alongside the Secretary of State, Scottish Ministers or Welsh Government where applicable; and
- (g) inserting or altering the name and address of a party to the concession agreement in any schedule dealing with contract particulars or addresses for service.

19. Parties may not make any alterations to an existing SAA where a Consultee has an outstanding objection to a Proposal in relation to the SACs which are incorporated into that SAA.

Miscellaneous

20. Section 72(5) of the Act says a copy of all new and amended access contracts must be sent to ORR within 14 days of being made, including those approved under this general approval. Subject to the requirement in section 72(3) of the Act that ORR have regard to the need to exclude certain information, ORR will enter such copies into the public register.

21. Unless the context otherwise requires, terms defined in the Act, the Interpretation Act 1978, model SAAs and model SACs published by ORR shall have the same meaning in this general approval.



ROBERT PLASKITT
Signed by authority of the ORR
26 January 2017

