

**Station Licence**  
**granted to**  
**Abellio Greater Anglia Ltd**

**Reference Number: UK 03 2012 0001**

*Last modified 10 October 2013 to take account of conditions 5 and 6 changes.*

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*Note: Conditions 3, 8 and 17-26 are not used in this licence.*

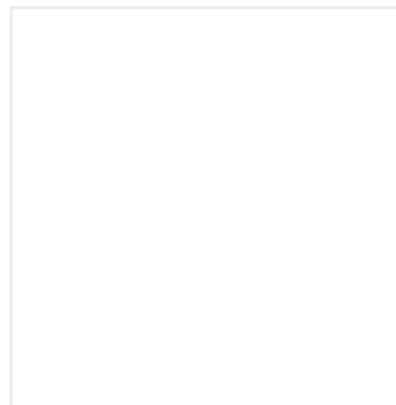
# Part I - Scope

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1. The Office of Rail Regulation (“ORR”), in exercise of the powers conferred by section 8 of the Railways Act 1993 (as amended) (“the Act”), hereby grants to Abellio Greater Anglia Ltd, company registration number 06428369, (“the licence holder”) a licence authorising the licence holder:
  - (a) to be the operator of the stations listed in the Schedulesubject to the Conditions set out in Part III.
2. This licence shall come into force on 5 February 2012 and shall continue in force unless and until revoked in accordance with Part IV.

2 February 2012

Signed by authority of the  
Office of Rail Regulation



## Part II - Interpretation

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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 trains pursuant to its European 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**

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## **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 assetsas 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 arrangementsother than as provided for under the terms of the relevant claims handling arrangements.

**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: Disabled People's Protection 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 "DPPP").
2. In establishing the DPPP 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 article 19(1) 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 DPPP unless and until:
  - (a) the PC and, where appropriate, LTUC has been consulted; and
  - (b) the licence holder has submitted the DPPP, 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 DPPP 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 DPPP, 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 DPPP 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.

## **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: Railway Group Standards**

1. The licence holder shall comply with the Railway Group Standards applicable to its licensed activities.

2. In this Condition:

“Railway Group Standards” means standards authorised pursuant to the Railway Group Standards Code prepared 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 2011 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 Commission) as having been incurred in the calendar year immediately preceding the 1 April in question by the Competition Commission 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**

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

**Condition 13: Non-Discrimination**

1. 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**

1. 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 projectsto 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 Stewardship**

### **Purpose**

1. The purpose, in relation to those stations listed in the Schedule, is to secure:

- (a) the maintenance of the stations;
- (b) the renewal and replacement of the stations; and
- (c) the improvement, enhancement and development of the stations,

in each case in accordance with best practice, acting in the long term interest of the assets, and in a timely, efficient and economical manner, so as to satisfy the reasonable requirements of persons providing services relating to railways, funders and station customers, including potential providers and potential funders and potential customers.

### **General duty**

2. The licence holder shall achieve the purpose in paragraph 1 to the greatest extent reasonably practicable having regard to all relevant circumstances.

### **Specific obligations**

3. The following obligations in this condition are without prejudice to the generality of the general duty in paragraph 2, and compliance with those obligations shall not be regarded as exhausting that general duty.

4. The licence holder shall prepare and publish:

- (a) a station asset management policy, which describes the licence holder's general maintenance and renewals principles and procedures for the stations; and
- (b) a station asset management plan, which sets out what the licence holder proposes to do to comply with the general duty in paragraph 2, consistent with the policy required by paragraph 4(a) and including an indicative renewal and replacement timetable.

5. From time to time, and if required by ORR in accordance with paragraph 11, the licence holder shall review and, if necessary, revise and publish any

document prepared under paragraph 4 to ensure it continues to demonstrate how it will comply with the general duty in paragraph 2.

6. The licence holder shall maintain appropriate, accurate, readily accessible and transferable information about the station assets, including their condition, capability and capacity.
7. In preparing any documents under paragraphs 4 and 5, the licence holder shall consult relevant persons providing services relating to railways, relevant funders and ORR.

### **Information for ORR**

8. The licence holder shall provide to ORR such information as ORR may reasonably require for the purposes of carrying out any of its functions under part 1 of the Act.
9. Information required to be provided under paragraph 8 shall be provided in such form and manner and at such times as ORR may reasonably require.

### **Independent audit**

10. At ORR's request, the licence holder shall commission and pay for an independent audit of any information submitted to ORR under paragraph 8 and shall provide a copy of the audit report to ORR.

### **Revisions**

11. If at any time ORR considers that a document produced under paragraphs 4 or 5 does not adequately demonstrate how the licence holder will comply with the general duty in paragraph 2:
  - (a) ORR shall issue a notice requiring the licence holder to review and revise the document and specifying the ways in which it considers the document to be deficient; and
  - (b) the licence holder shall, within 1 month of ORR issuing such a notice, review, revise and publish the document in accordance with paragraph 5.
12. No notice issued by ORR under paragraph 11(a) shall be effective unless ORR has first consulted the licence holder.

## Part IV - Revocation

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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

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Acle

Alresford

Althorne

Angel Road

Attleborough

Audley End

Battlesbridge

Beccles

Berney Arms

Bethnal Green

Billericay

Bishop's Stortford

Braintree

Braintree Freeport

Brampton (Suffolk)

Brandon

Brentwood

Brimsgate

Broxbourne

Bruce Grove

Brundall

Brundall Gardens  
Buckenham  
Bures  
Burnham-On-Crouch  
Bury St Edmonds  
Bush Hill Park  
Cambridge  
Cambridge Heath  
Cantley  
Chadwell Heath  
Chappel & Wakes Colne  
Chelmsford  
Cheshunt  
Chingford  
Clacton On Sea  
Clapton  
Colchester  
Colchester Town  
Cressing  
Cromer  
Darsham  
Derby Road  
Diss

Dovercourt  
Dullingham  
Eccles Road  
Edmonton Green  
Elmswell  
Elsenham  
Ely  
Emerson Park  
Enfield Lock  
Enfield Town  
Felixstowe  
Forest Gate  
Frinton On Sea  
Gidea Park  
Goodmayes  
Great Bentley  
Great Chesterford  
Great Yarmouth  
Gunton  
Hackney Downs  
Haddiscoe  
Halesworth  
Harling Road

Harlow Mill

Harlow Town

Harold Wood

Harwich International

Harwich Town

Hatfield Peverel

Hertford East

Highams Park

Hockley

Hoveton & Wroxham

Hythe

Ilford

Ingatestone

Ipswich

Kelvedon

Kennett

Kirby Cross

Lakenheath

Lingwood

London Fields

Lowestoft

Manea

Manningtree

Manor Park  
March  
Marks Tey  
Maryland  
Melton  
Mistley  
Needham Market  
Newmarket  
Newport (Essex)  
North Fambridge  
North Walsham  
Northumberland Park  
Norwich  
Oulton Broad North  
Oulton Broad South  
Ponders End  
Prittlewell  
Rayleigh  
Rectory Road  
Reedham (Norfolk)  
Rochford  
Romford  
Roughton Road

Roydon  
Rye House  
Salhouse  
Sawbridgeworth  
Saxmundham  
Seven Kings  
Seven Sisters  
Shelford  
Shenfield  
Sheringham  
Shippea Hill  
Silver Street  
Somerleyton  
South Woodham Ferrers  
Southbury  
Southend Victoria  
Southminster  
Spooner Row  
St James Street  
St Margarets (Herts)  
Stamford Hill  
Stansted Airport  
Stansted Mountfitchet

Stoke Newington

Stowmarket

Sudbury

Theobalds Grove

Thetford

Thorpe-Le-Soken

Thurston

Tottenham Hale

Trimley

Turkey Street

Waltham Cross

Walthamstow Central

Walton on the Naze

Ware

Weeley

West Runton

Westerfield

White Hart Lane

White Notley

Whittlesea

Whittlesford Parkway

Wickford

Wickham Market



Witham

Wivenhoe

Wood Street

Woodbridge

Worstead

Wrabness

Wymondham



## **Corrigendum Railways Act 1993 ("the Act")**

This corrigendum relates to the station licences granted by the Office of Rail Regulation, under section 8 of the Act, to Abellio Greater Anglia Ltd, company number 06428369, effective from 5 February 2012.

Typographical errors appeared in paragraph 1 of Part II (Interpretations) of the licence where, on page 3, under "licensed activities":

- "trains" should say "stations"; and
- "its European" should say "this".

This corrigendum has full force and effect from 5 February 2012 and should be attached to the licence to correct the references above.

Signed

A handwritten signature in blue ink, reading 'Les Waters'.

**Les Waters**

**Duly authorised by the Office of Rail Regulation**

Date *1 May 2015*