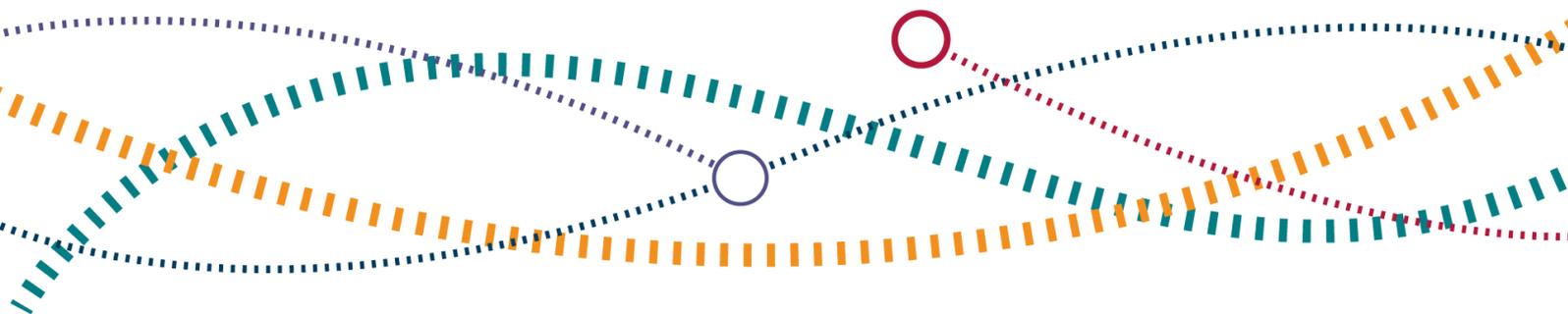




# **Amendments to The Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009**

15 May 2023



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# 1. Background and context

1.1 The needs and demands placed upon industry have changed since the General Approval and the accompanying explanatory note for passenger track access were last reviewed in 2009. With further change likely during the transition from Network Rail to Great British Railways, in line with our existing duties this review and series of amendments will:

- simplify the process of amending an access agreement in circumstances where the proposed revisions are low-risk and low-impact;
- reflect the changed nature of industry since the General Approval's introduction;
- anticipate the need for greater flexibility in the future access application process; and
- make clear and unambiguous the circumstances in which the General Approval can be used.

1.2 We have carried out a public consultation on the amendments and, where this has caused us to make changes to the final version of the General Approval, we will explain our reasons in this document.

1.3 During the initial drafting and consultation processes, we took account of industry reform developments and industrial relations in industry. In particular, the Better Timetabling for Passenger and Freight (BTPF) programme is likely to entail changes to the length of a timetable period and the number of timetable changes per year. At the time of consultation, the proposed timetable period would have been four months (three timetable change dates per year). However, at the time of writing this paper, the proposed timetable change dates will be in June and October, so that a timetable period could range from four to eight months. We will explain any instances where this has changed our planned strategy for the General Approval.

1.4 Prior to the consultation, we held a workshop with the Network Rail System Operator team to generate ideas for inclusion in the revised General Approval. We then consulted on the amendments for one month, closing on 5 October 2022, and we received 15 responses in total from a mixture of infrastructure managers, passenger operators, freight operators and passenger interest groups. The responses have been published on our [website](#).

## 2. Consultation responses to proposals and outcome

### Changes relating to definitions

#### *1. Definitions of “services” and “additional” in paragraph 2(1) of the revised General Approval*

1.1 During December 2021, a difference of opinion arose between ORR and Network Rail customer teams on the definitions of the words “services” and “additional” within the General Approval. Network Rail believed that adding a new station call (where a TOC had not previously held calling rights there) constituted a “service” in its own right, whereas ORR did not.

1.2 Network Rail also questioned the definition of “additional”. For example, it could refer, variously, to a physical (rather than temporal) extension of a current service A to B, to a point C further along the route; an entirely new service which did not exist before; and a new station call, as outlined in point 1.1.

1.3 ORR does not agree that a station call is a service in its own right, nor that it can be defined as an “additional” service. At most, it can only be an additional call. Network Rail had a different interpretation of the wording which led to the belief that this provision was within the scope of the General Approval.

1.4 We drafted and consulted on new definitions for both terms. These were as follows:

- “services” means services for the carriage of passengers by railway, comprising a journey from one station to another with a number of station calls between the start and end points; not all services need call at each potential calling point.
- “additional” means, in the context of services, either a new service that was not previously in the contract, or a physical (not temporal) extension of an existing service to a further start/end point; in the context of station calls it means an extra call at a station for which the beneficiary already holds calling rights or a new call at a station that the beneficiary does not currently serve.

1.5 We received two responses to this question. GWR suggested alternative wording for both definitions. Amey disagreed with the proposal to allow “additional” to mean an extra

station call, as it did not agree with the proposal to include additional station calls in the General Approval. This point is dealt with in section 4 of this document. Upon consideration, we have partially adopted GWR's proposed drafting for the definition of "service", as we considered it to be more concise and descriptive than our proposal. We have not included the suggested definition that the journey should be "advertised to carry passengers", since this does not apply in the case of all services that may be in an access agreement; for example, unadvertised services or Empty Coaching Stock moves. However, we have kept our proposed definition of "additional" unchanged. Our wording was more consistent with that in the rest of the GA document, and provides a definition of "additional" whereas the proposal by GWR simply outlined the changes to Schedule 5 of the access agreement that an applicant would need to use to effect the changes.

1.6 We have inserted a new definition of "additional" in Paragraph 2.1 of the General Approval and amended the definition in the existing General Approval of "services" to reflect GWR's proposed wording . We address the inclusion of station calls as a separate consideration in paragraph 4 of this document.

Amended text: "additional" means:

- a) in the context of services, either a new service that was not previously in the access agreement, or a physical (not temporal) extension of an existing service to a further start/end point; and
- b) in the context of station calls an extra call at a station for which the beneficiary already holds calling rights or a new call at a station that the beneficiary does not currently serve.

"services" means train journeys capable of being included in the Working Timetable that carry passengers from a station of origin to a station of destination with a number (which may be zero) of station calls between the origin and destination points; not all services need call at each potential calling point.

## *2. Adding a definition of the General Approval and its intended purpose to the explanatory note*

2.1 We asked for comments on our plan to amend the explanatory note to a more concise explanation which clarifies the primary purpose of the General Approval. As this amendment is linked directly to another (the proposal to remove the explanatory note in its current form), a full narrative of the responses received is given in paragraph 9. However, there was a comment in Network Rail's response which said that it did not agree with the wording of the stated purpose of the General Approval, as it believed that ORR was aiming to discourage the use of the provision as an "emergency" option for reasons other than late funder

instructions. ORR does wish to emphasise that it is not desirable to use the General Approval as a fallback for poor planning, but we have amended the wording from the consulted text to reflect that the General Approval is primarily intended to increase efficiency in cases where the need for regulatory input is limited.

## Changes relating to additional functions for inclusion

### 3. Temporal service extensions in Paragraphs 6(1)(c), 6(2)-(4) of the General Approval

3.1 During the workshop with the Network Rail System Operator team, Network Rail suggested that we include the option to use the General Approval to extend rights that are due to expire. The relevant clause of the original General Approval did not explicitly state that this could or could not be done, but the explanatory note stated firmly that it is not a valid use of the General Approval. Network Rail suggested that this was a misinterpretation of the fact (not disputed by any party) that the General Approval cannot be used to extend rights which were themselves put in place by a 90-day General Approval.

3.2 The main benefit of allowing temporal extensions is a saving in time and paperwork to enable a relatively simple amendment of the access agreement. Network Rail has consistently argued that there is less risk involved in extending existing rights than in instigating new ones, which the General Approval allowed already.

3.3 The risks are that there is a potential lack of transparency, and that the option is removed for other operators to challenge the extension of rights which they believe have had a negative impact on their own operations. It is also sometimes the case that the rights in question were originally consulted as being time-limited, and extending these beyond that time without further consultation would assume the agreement of other operators where it may not exist.

3.4 To mitigate this risk, we proposed to amend the General Approval to allow temporal service extensions, but only for contingent rights and only for a period of 90 days. If the access party wishes for the rights to remain in place for longer, it must start a standard application for a supplemental agreement to put them into the access agreement in time for them to start when the rights put in place by the General Approval expire. It will still not be possible to use the General Approval to extend rights that were put in place or extended with one previously.

3.5 Most respondents did not make mention of this proposal, except for supportive responses from Amey, Northern Railway and Arriva UK. There was a negative response from GWR, which stated that the risks of allowing this are too great to manage. We have taken this on board and given it due consideration, but we ultimately do not agree that our risk mitigation strategy is insufficient. We would point to the fact that, as the rights would be contingent only, Network Rail would make the final decision about whether or not they could be accommodated in the timetable, and that any existing firm rights held by other operators would necessarily take precedence. We have therefore included this provision in the final General Approval document.

See Paragraphs 6(1)(c), 6(2)-(4) of the General Approval.

#### 4. Station calls in [Paragraphs 6\(1\)\(b\), 6\(2\)-\(4\) of the General Approval](#)

4.1 Network Rail asked ORR to consider whether or not additional station calls could be considered as an explicit provision. As Network Rail believed that a “service” could be interpreted to mean a station call, it subsequently considered that the General Approval could be used to add station calls under that provision. This is dealt with in more detail in paragraphs 1.1-1.4, but ORR’s overall view is that a station call does not constitute a service in its own right, and that therefore the General Approval did not currently cover them.

4.2 The risk presented by allowing station calls to be added by General Approval is that there may be circumvention of regulatory processes which apply mainly to the provision of station calls. Such changes may be contested during industry consultation and we consider it important to preserve the transparency of the process where it can directly affect third parties.

4.3 Our proposal was again to allow contingent station calls (in the additional station calls section of Table 4.1 of Schedule 5 of the access agreement) to be instigated by General Approval, but only for 90 days and while the full process is carried out to put permanent rights into the access agreement. We are conscious that once rights have been granted by whatever means, it is more difficult to remove them if objections arise, so the wording of this clause is explicit that rights will expire upon the expiry date stated in the General Approval if steps have not been taken to make them permanent.

4.4 A positive response was received from Northern Railway. Objections were received to this proposal from two respondents, GWR and Amey, which both stated that it may allow applicants to circumvent the [Not Primarily Abstractive](#) economic test that is sometimes required when adding new station calls. Responses from Amey, Arriva UK and Network Rail did not object in principle but queried how ORR would monitor the impact and asked us to

consider making the definition of “disbenefits to other operators”, which we added to paragraph 6 as an additional condition, more concrete.)

4.5 We acknowledge that there is a risk that new station calls could impact upon other operators, but we do not accept that the risk is greater than that presented by new services or that the mitigations we have put in place are insufficient. Contingent rights are entirely within Network Rail’s power to assign capacity to or not, depending on operational need at the time. They cannot impact upon existing firm rights because they are not prioritised in the timetabling process. The risk of abstraction is therefore low and we consider that it is well-managed. We have therefore kept this provision in the revised General Approval, with one amendment; as we note the issues raised during the consultation of defining “disbenefits to other operators”, we have removed this clause. On reflection, we consider that the mitigations in place already provide adequate protection against misuse.

See Paragraphs 6(1)(b), 6(2)-(4) of the General Approval.

#### *5. Bringing the access agreement in line with clauses in the model contract - Paragraph 16*

5.1 This inclusion will allow a passenger train operator to bring its contract in line with the published model, in cases where the access agreement was established before certain standard clauses were brought into the model. These clauses include such items as standard On-Train Metering for Traction Electricity, which currently has to be consulted and submitted as a standard section 22 (of the Railways Act) application, when it has no impact on any other operators and ORR carries out no in-depth review of the application once received.

5.2 During our consideration of the consultation responses, we acknowledged that there was a risk of bespoke clauses being submitted for inclusion as General Approvals under the guise of model clauses, but the risk of this happening was judged to be manageable by the wording of the necessary clause. We also recognised that the model contract for Open Access and charter operators was different from the standard, and that this inclusion may not apply to them. We therefore consulted on the proposal with the provision that it may not be used by Open Access or charter operators. On-Train Metering was included as a separate provision in the existing paragraph 12, which deals specifically with Schedule 7 amendments.

5.3 Heathrow Express commented that there did not seem to be any specific wording in the draft General Approval for bringing the access agreement in line with clauses in the model

contract. Upon further review, we found that they were correct and we have now included a clause with the following wording as paragraph 16 of the General Approval:

(1) Subject to sub-paragraph (2), following any amendment and re-issue of the Track Access Passenger Model Contract by the ORR, the parties to a passenger access agreement may amend that agreement to be consistent with the provisions of the re-issued Model Contract (subject to any permitted departures).

(2) This paragraph 16 does not extend to permitting the amendment of the expiry date of an access agreement.

5.4 Arriva UK and GWR both commented to the effect that it was discriminatory to exclude Open Access operators (OAOs) from this provision. We do not agree with this assessment; the model contract we publish is for operators that hold a Public Service Contract and it is different from the model used for OAOs. There are some clauses in the published model contract that are not appropriate or not valid for OAOs, so it is not discriminatory to exclude them from using it, but is rather acknowledging the differences between the two types of operator.

5.5 There is a separate General Approval which provides solely for bringing access agreements in line with the model contract, published on ORR's website on 19 July 2007, which is no longer the most up to date version. The new General Approval document will therefore supersede this as well as the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009.

## *6. Amending or inserting footnotes to effect temporary service reductions*

6.1 Currently, service reductions which have a fixed time limit are dealt with by Specific Approval. They can generally be effected by means of a footnote which reduces the service quantum on a specific line in Table 2.1 or 2.2 of Schedule 5 of the access agreement between two dates.

6.2 Network Rail requested that we consider this for inclusion in the General Approval, and we believed that it was a reasonable possibility. For the management of risk, we proposed to impose a 90-day limit on the reduction period, meaning that a full section 22 application would be required to reinstate any rights that have been reduced for a greater period.

6.3 There was a negative response to this proposal from Network Rail, GB Railfreight, Freightliner, DB Cargo, Northern Railway and LNER. The main concern was that it would allow operators with unused access rights to temporarily suspend them in order to “stop the clock” on the Network Code Part J rights surrender process, and extend the period they could remain unused without challenge. We acknowledge that this was not something we had taken into consideration, and we will not be taking this proposal forward. The text relating to this amendment has been removed from the revised General Approval document.

6.4 Network Rail later advised that they had intended this provision to be the means by which a Part J rights surrender could be implemented. However, such a rights surrender does not require a supplemental agreement, only a notification to ORR that it has been done, so the initial suggestion was made on the basis of a misunderstanding of the procedure.

### *7. Schedule 4 VTP (Viable Transfer Point) tables – Paragraph 11*

7.1 Amendments to the VTP tables in Schedule 4 of the access agreement are currently made by Specific Approval only. This adds an extra “layer” of process which we do not deem to be necessary, as ORR does not carry out a review of these types of application before approval; we work on the basis that, as long as the details have been agreed between the parties to the access agreement, we have no objection to make. We believe that including VTP amendments in the General Approval is a sensible, time-saving measure that will present a low-risk benefit to both the access agreement parties and ORR.

7.2 Comments in support of this proposal were received from Northern Railway, Arriva UK and Govia Thameslink. GWR was concerned that this provision (and the one referred to in the next paragraph relating to Schedule 8 amendments) may be open to fraud and felt that ORR oversight should be required. However, upon further investigation and involvement from ORR’s economics colleagues, the comment was withdrawn. The provision has been left in the revised General Approval with the same wording as was in the consultation.

See Paragraph 11.

### *8. Amendments to Schedule 8 Appendix 1*

8.1 Column J of Appendix 1 to Schedule 8 deals with Monitoring Points, which again is a matter that ORR does not currently review. As with VTP tables, amendments of Monitoring Points have no impact on other operators and, as long as they are agreed between the parties to the access agreement, there is no reason why they should not be included in the

General Approval. Comments in support of this proposal were received from Northern Railway, Arriva UK and Govia Thameslink. The provision has been carried forward as proposed.

See Paragraph 15.

## Changes relating to elements we proposed to remove

### *9. Remove explanatory note section*

9.1 The explanatory note that was appended to the General Approval was intended to set out how the provision can and cannot be used. While there is value to having an explicit statement of the General Approval's purpose (referred to in paragraph 2 of this document), the existing text was a line-by-line breakdown of each provision which, in some cases, only repeated what was contained in the General Approval itself.

9.2 We consulted on the proposal to remove the explanatory note as it stood. Opinion was divided amongst respondents, of whom Amey, Govia Thameslink, MTR Crossrail and Network Rail said that the note was, or could be, useful even if it was not strictly necessary. GWR, GB Railfreight, Northern Railway, Arriva UK and DB Cargo were in favour of its removal.

9.3 Following this feedback, we have retained the concept of an explanatory note but replaced the detailed breakdown of each paragraph with a more concise note that details what the General Approval should be used for and ORR's expectations of those using it.

See Explanatory Note appended to document.

### *10. Remove ability to use General Approval for a timetable period (with a consultation)*

10.1 Under the former Paragraphs 14 and 15, it was possible to use the General Approval to instigate rights for one timetable period and to facilitate train driver training respectively, but only following an industry consultation and only if there were no objections arising from this. ORR is not aware of any occasion when this provision has been used, and no procedure was outlined for the eventuality that an objection was raised during the consultation. In addition, we consider it necessary to have regulatory oversight of any changes intended to last for more than 90 days. We therefore proposed removal of this clause.

10.2 GWR argued that the provision may still prove to be useful, as it would “give the industry confidence that a timetable will not... be changed midstream with all the upfront customer reaction / reputation problems and downstream changes to planning that accrue”. We understand this reasoning but we do not agree that allowing such changes to be made without ORR oversight would ensure industry confidence. The existing process provided for under section 22 of the Act remains the best way to maintain regulatory involvement in any amendments that are significant enough to require industry consultation.

10.3 Subsequently the BTPF project referred to in the Background and Context section has made the definition of a “timetable period” uncertain, anywhere between four and eight months, and we do not consider it good practice to allow the General Approval to be used for putting in place measures for unspecified time periods. We have proceeded with the removal of this clause from the revised General Approval.

See deleted Paragraphs 14 and 15.

## Other comments and objections raised

1.1 Arriva UK commented that the proposed 20% audit should ensure that a General Approval is not used to “speed up” the access process in favour of one operator in cases where a competing application exists. We acknowledge this, but we also note that it is the duty of Network Rail as an infrastructure manager under its licence terms to ensure fair treatment in selling access rights, and that it should not sign off a General Approval in such a case.

1.2 Amey proposed that an infrastructure manager should be allowed to instigate a General Approval without the agreement of the passenger operator in order to ensure that services are not running without the corresponding rights in the contract. However, the nature of a General Approval is such that agreement is required from both parties to the contract, so such a provision would not be legally valid.

1.3 Network Rail stated that service extensions by way of a General Approval may be problematic if this extension covers a timetable priority date. It questioned whether the rights would be treated as a priority under the Network Code if they were only contingent, temporary rights when they were first put in place, or if they were extended on a contingent basis having been firm previously. It asked whether or not this scenario could be treated as an exception to the “contingent rights only” principle of the General Approval. While we acknowledge that this may raise issues for timetabling, such a scenario would generally

result from poor planning on the part of the train operator, i.e., not realising that rights were about to expire and not submitting a supplemental agreement in good time to extend them. The General Approval is intended to be a time-saver for amendments that do not require regulatory oversight, and this does not fall into that category; in addition, it would compromise the mitigation of risk that we have put in place.

1.4 Amey suggested that the GA should be extended to cover all IMs and not just Network Rail. We agree that this is a reasonable request and we will look to implement this in the near future.

1.5 We recognise that there is potential for misuse of the General Approval, and that ORR will need to monitor the submissions we receive to ensure, primarily, that all the conditions have been met. As protection against this potential misuse, we will in future introduce an audit regime where we review a randomly selected 20% of all General Approvals received during any given timetable period, or five submissions where the total received is less than ten.

1.6 GWR suggested that it should be a requirement to seek ORR advice as to whether a planned General Approval is valid or not, prior to its submission, and that ORR should only “accept” a submission if we have previously indicated in correspondence that it is compliant with the necessary terms. We believe that this would constitute a 100% audit which would be an unsustainable use of ORR’s resources and would defeat the object of the provision; namely, that General Approvals do not require the same level of regulatory oversight as a full supplemental agreement.

1.7 GWR also stated that previous misuse of the provision should not be a reason for “easement of conditions”. We agree with this, but we consider that it is a misunderstanding of the reasons we are making these amendments to the General Approval. We are looking to clarify the circumstances under which the provision can be used and to make it more suitable for the needs of industry compared with those that existed when the General Approval was first made available.

1.7 GB Railfreight expressed concern that the General Approval process is not sufficiently transparent as it is, and that extending its use to such provisions as the extension of rights would pose too much of a disadvantage to other parties. Again, we would point towards the risk mitigation factors we have put in place to protect the interests of other parties and the fact that all supplemental agreements, including those actioned under the General Approval provision, are published on ORR’s website for the information of any interested party. Over the time that the General Approval has been in use, we have not been made

aware of any instances where it has proved to cause a long-term disadvantage to another operator.

1.8 LNER stated that it did not consider itself able to comment in detail on any of the proposals because it believed further information was required to understand the implications of the proposals, and said that case study examples would have been helpful for this purpose. ORR acknowledges this observation but we maintain that the level of detail we provided in our consultation document was adequate and that we considered possible risks and impacts in enough depth for respondents to comment on.

# 3. Consultation responses to rejected proposals

## 1. *Change the 90-day time limit to 1 x TT period; change the allowance for General Approval with consultation from 1 x TT period to 12 months*

1.1 This suggestion was put forward by Network Rail representatives during the pre-consultation workshop. We stated at the time that we wanted to wait for the outcome of the BTPF workstream before considering this further. The original plan under BTPF was to have three timetable periods per year instead of two, so that a timetable period would have become four months. At time of writing, the proposal is for two timetable changes per year in June and October, so that a timetable period could be up to eight months, which is a considerable period of time to instigate changes with no regulatory oversight.

1.2 Although there was some support for the idea of changing the 90-day limit from MTR Crossrail, Arriva UK and Network Rail, there is still too much uncertainty around the direction Network Rail may take with its timetable planning reforms, and when they may be implemented. We will not be acting on any related General Approval amendments at this time, but, as DB Cargo and GWR suggested, we will reconsider in the future when Network Rail has made the nature of its planned reforms clear.

## 2. *Changing references to PCD/SCD into equivalent dates*

2.1 As part of the BTPF discussions, Network Rail asked whether the General Approval could be used to directly change any references to “Principal/Subsidiary Change Date” to its equivalent actual calendar date. There is no obvious provision for such amendments in the General Approval at the moment. This seemed a reasonable and valid use of the provision as long as the amendment was to a direct equivalent date and did not have the effect of lengthening the term of an access agreement or any rights therein.

2.2 However, we have held discussions on the subject with Network Rail and we believe that the implications of changing the terms PCD and SCD are further-reaching than simply changing them to equivalent dates. We therefore stand by our decision not to include this provision in the General Approval. Amey was supportive of our decision not to carry this proposal forward. Network Rail still considered that it could be a considerable time-saving provision if used correctly, but we consider the level of regulatory oversight involved in making such changes to an access agreement to be too high to allow the use of a General Approval.

### *3. Special/seasonal events*

3.1 There is already a provision for this within paragraph 2.8 of the access agreement itself, although the reference to this in the General Approval was out of date and has been amended to reflect the model contract.

3.2 Amey queried whether this provision is sufficient and whether the caveat that it can be used for “special and seasonal events” should be removed. However, we consider that “special” is already broad enough in its definition that it could be understood to mean almost any out-of-the-ordinary circumstance, and there is no need to expand it any further.

### *4. Rollover of contingent rights on East Coast Main Line/Castlefield Corridor in accordance with Network Rail policy*

4.1 This was another suggestion by Network Rail, to which we gave careful consideration, as it initially seemed to be a low-risk amendment; these changes will already have been approved by the Sale of Access Rights (SoAR) panel according to Network Rail policy, and the ability to deal with them by General Approval would lessen the influx of cases ORR receives for cases that are generally uncontested and which require little regulatory input from us. However, on further reflection, it was decided that it would be difficult to contractualise what is meant by “Network Rail policy”, as it can be changed without recourse to law and it has no legal standing. It is also the case that objections have sometimes been raised during consultation and, although there have not been any occasions where these were upheld and the application was rejected, it is important that the process remains open to scrutiny. No objections were received in relation to this exclusion, and supportive comments were received from Amey and Northern Railway.

### *5. Responding to passenger demand, i.e., unexpected increase in passenger numbers*

5.1 We believe that there is already adequate provision for dealing with predictable seasonal demand, special or one-off events, and surrender of unused access rights due to reduced demand in the General Approval, the access agreement and the Network Code. Anything that does not already fall within these parameters would be more complex and we would expect that it required consultation. We therefore decided not to consider this as an inclusion, and no comments were received on this.

## *6. Correction of administrative errors*

6.1 There is a risk that the correction of administrative errors may entail amendments to Schedule 5 that necessitate changes to the service quantum. Although these may have been rights that had been removed in error during, for example, consolidation of the access agreement, such an application requires more scrutiny than a General Approval allows. There is considerable scope for such a provision to be misused or for further errors to be introduced by means of General Approvals. We decided that it was not possible to put in place sufficient risk mitigation for such a broadly-defined provision and did not include it in the revised document. No comments were received on this from respondents.

## *7. Transfer of services/station calls between TOCs with the same funder, or within the same TOC's access agreement*

7.1 Reg. 19(10) of the Access, Management and Licensing of Railway Undertakings Regulations prohibits any such transfer or trade of capacity and access rights. We therefore could not proceed with this proposal. We received supportive comments from Amey and GB Railfreight and no opposing comments.

## 4. Summary and final outcome

1.1 We will be publishing a new General Approval which is the same as the document on which we invited consultation, with the following exceptions:

- The definition of “services” shall be replaced with the new text outlined in Section 2, Paragraph 1.6 of this paper.
- Any clauses [in square brackets] that were to be included dependent on the outcome of the BTPF programme will not now be included.
- Paragraph 6(2)(f) shall be deleted.
- Paragraphs 9(1)(d) and 9(3) shall be deleted, and Paragraph 9(4) shall be renumbered Paragraph 9(3).
- A new Paragraph 16 shall be inserted entitled “Amendments to the access agreement to include clauses in the model contract provided by the Office of Rail and Road” and all subsequent paragraphs shall be renumbered accordingly.
- New text shall be inserted in the explanatory note as indicated on the document.

1.2 The new General Approval will be published under the name “Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023”.

1.3 This single document will replace the two previous provisions entitled “Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2009” and “Passenger Access (Model Contract Amendments) General Approval 2007”, which is noted on the Annex to the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2023.



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