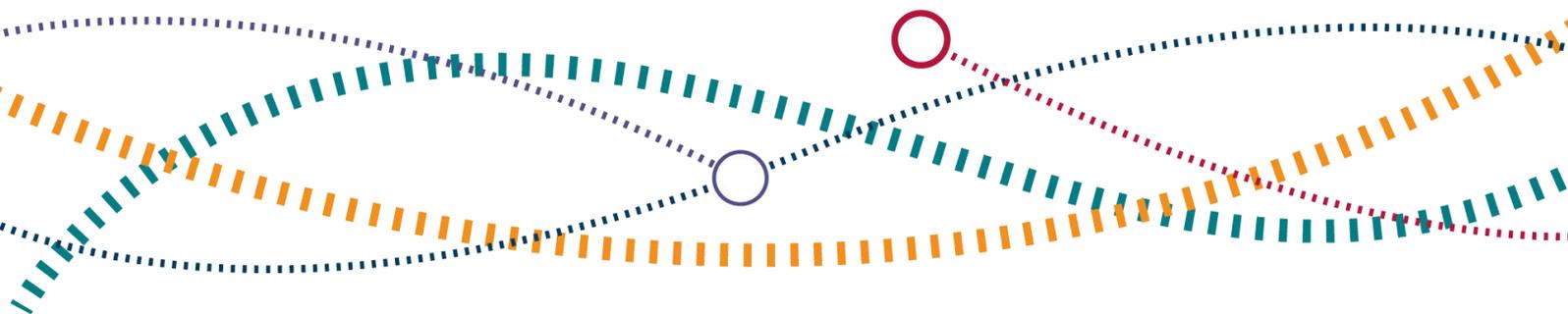




# **Consultation on making the ORR General Approval available to non-Network Rail infrastructure managers**

## **Consultation responses**



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# Transport Focus

Thanks - no comment from us.

## GB Railfreight Limited

### Questions

**1. Do you agree with the proposal to make the General Approval provision available to infrastructure managers other than Network Rail?**

GB Railfreight agrees with the proposal to make the General Approval provisions to all other Infrastructure Managers so long as they are the same in wording to that currently applicable to Network Rail Infrastructure Limited.

**2. If you disagree with the proposal, please tell us why, citing economic, contractual, legal, operational, regulatory or performance-based reasoning to support your position.**

Not applicable.

**3. Do you think that the drafting of the proposed General Approval is such that the provision would be suitable/appropriate for use by non-Network Rail infrastructure managers? If not, what changes do you think would be required to make it suitable?**

GB Railfreight believes the proposed wording is applicable for its intended purpose.

Are there any other comments you would like to make?

No further comments.

## Amey Infrastructure Wales Limited

### Questions

**1. Do you agree with the proposal to make the General Approval provision available to infrastructure managers other than Network Rail?**

Seilwaith Amey Cymru / Amey Infrastructure Wales Limited (AIW) does agree with the proposal to make the General Approval provision relating to the Passenger Access General Approval applicable to infrastructure managers other than Network Rail. We note that the ORR general approval for Stations already applies to the CVL Network as it does to the Network rail network. AIW would also ask that the ORR General Approval for Freight Access is also revised so that it can apply to any Infrastructure Manager.

**2. If you disagree with the proposal, please tell us why, citing economic, contractual, legal, operational, regulatory or performance-based reasoning to support your position.**

No - we agree with this proposal in principle. However we do not agree with the proposed drafting. Please see Annex A

**3. Do you think that the drafting of the proposed General Approval is such that the provision would be suitable/appropriate for use by non-Network Rail infrastructure managers? If not, what changes do you think would be required to make it suitable?**

Yes this will work in principle for non-Network Rail Infrastructure Managers but please see our comments in Annex A on the specific drafting.

### Are there any other comments you would like to make?

AIW believe that this general approval could have been drafted so that it applied to the other Infrastructure Managers and Network Rail.

In Annex A we have provided our comments and suggested mark up against the draft General Approval mark up provided by the ORR.

(Redacted version of Annex A appended)

**First Greater Western Limited**

Thank you for sight.

We are happy with this.

## Heathrow Airport Limited

### Questions

**1. Do you agree with the proposal to make the General Approval provision available to infrastructure managers other than Network Rail?**

Heathrow has an exception until 2028 to some of the regulations applicable for rail. However the proposed General Approval provision available to Infrastructure Managers other than Network Rail appears suitable.

**2. If you disagree with the proposal, please tell us why, citing economic, contractual, legal, operational, regulatory or performance-based reasoning to support your position.**

We are not aware of anything to disagree with in the proposal.

**3. Do you think that the drafting of the proposed General Approval is such that the provision would be suitable/appropriate for use by non-Network Rail infrastructure managers? If not, what changes do you think would be required to make it suitable?**

The drafting appears suitable \ appropriate for use by non-Network Rail infrastructure managers.

Are there any other comments you would like to make?

Heathrow does not wish to make any other comments.

## Rail for London (Infrastructure) Limited

### Questions

**1. Do you agree with the proposal to make the General Approval provision available to infrastructure managers other than Network Rail?**

Yes. Rail for London (Infrastructure) Limited (RfL(I)) is the infrastructure manager of the Crossrail Central Operating Section (CCOS) and supports the proposal to make the General Approval provision available to it and other infrastructure managers.

**2. If you disagree with the proposal, please tell us why, citing economic, contractual, legal, operational, regulatory or performance-based reasoning to support your position.**

N/A

**3. Do you think that the drafting of the proposed General Approval is such that the provision would be suitable/appropriate for use by non-Network Rail infrastructure managers? If not, what changes do you think would be required to make it suitable?**

I attach some proposed drafting amendments to make the approval consistent with the CCOS track access documentation.

**Are there any other comments you would like to make?**

No

(Redacted version of proposed drafting amendments appended)

## Network Rail

### Questions

**1. Do you agree with the proposal to make the General Approval provision available to infrastructure managers other than Network Rail?**

Network Rail agrees with the proposal to make the General Approval provision available to other Infrastructure Managers.

There are currently General Approvals in place for charter and freight operators that permit Network Rail, amongst other things, to enter into Track Access Contracts on model contract terms. In the case of the freight General Approvals this also allows amendments to rights tables such as the addition of contingent rights.

We would welcome confirmation on whether ORR is planning to issue a General Approval for Freight operators for other Infrastructure Managers? And whether ORR is planning to issue a General Approval for the Model Charter Track Access Contract for other Infrastructure Managers?

**2. If you disagree with the proposal, please tell us why, citing economic, contractual, legal, operational, regulatory or performance-based reasoning to support your position.**

**3. Do you think that the drafting of the proposed General Approval is such that the provision would be suitable/appropriate for use by non-Network Rail infrastructure managers? If not, what changes do you think would be required to make it suitable?**

Network Rail is content with the proposed drafting and believes it would be suitable for use by non-Network Rail infrastructure managers.

### Are there any other comments you would like to make?

There are practical considerations to consider with the use of General Approvals, particularly around the ability to seek contingent rights for 90 days. Both Network Rail and other Infrastructure Managers should seek to use this particular provision in as close a time as possible to each other and ideally simultaneously, to give the full 90-day period as in almost all cases services will cross boundaries between Network Rail infrastructure and other Infrastructure Manager networks.

We think it is important to emphasise the importance of close working between Infrastructure Managers and we suggest the explanatory note contained with the General Approval includes a recommendation that Infrastructure Managers treat each other as interested persons and look notify when a General Approval is being sought that will

impact on both Infrastructure Managers such as in the case of a 90-day contingent right being sought.

We are of the view that allowing other Infrastructure Managers access to the General Approval will assist with both parties being able to quickly respond to passenger needs and, if necessary, address any contract compliance issues.

## MTR Elizabeth Line

### Questions

**1. Do you agree with the proposal to make the General Approval provision available to infrastructure managers other than Network Rail?**

Yes

**2. If you disagree with the proposal, please tell us why, citing economic, contractual, legal, operational, regulatory or performance-based reasoning to support your position.**

No objections

**3. Do you think that the drafting of the proposed General Approval is such that the provision would be suitable/appropriate for use by non-Network Rail infrastructure managers? If not, what changes do you think would be required to make it suitable?**

Some minor changes may be required to reflect the specific contracts on RFLI and HAL infrastructure.

Are there any other comments you would like to make?

No.



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## Response to ORR's consultation – Changes to the Passenger Access General Approval

This response form is available to those who wish to use it to respond to our consultation.

Please send your response to [louise.beilby@orr.gov.uk](mailto:louise.beilby@orr.gov.uk) and copy in [emyl.lewicki@orr.gov.uk](mailto:emyl.lewicki@orr.gov.uk) by **17:00 on 21 August 2023**.

Please contact Louise Beilby at ORR with any queries.

### About you

Full name:

Job title: Regulatory & Customer Manager

Organisation: Seilwaith Amey Cymru / Amey Infrastructure Wales Limited

Email\*:

Telephone number\*:

*\*This information will not be published on our website.*

### Questions

**1. Do you agree with the proposal to make the General Approval provision available to infrastructure managers other than Network Rail?**

Seilwaith Amey Cymru / Amey Infrastructure Wales Limited (AIW) does agree with the proposal to make the General Approval provision relating to the Passenger Access General Approval applicable to infrastructure managers other than Network Rail. We note that the ORR general approval for Stations already applies to the CVL Network as it does to the Network rail network. AIW would also ask that the ORR General Approval for Freight Access is also revised so that it can apply to any Infrastructure Manager.

**2. If you disagree with the proposal, please tell us why, citing economic, contractual, legal, operational, regulatory or performance-based reasoning to support your position.**

No - we agree with this proposal in principle. However we do not agree with the proposed drafting. Please see Annex A

**3. Do you think that the drafting of the proposed General Approval is such that the provision would be suitable/appropriate for use by non-Network Rail infrastructure managers? If not, what changes do you think would be required to make it suitable?**

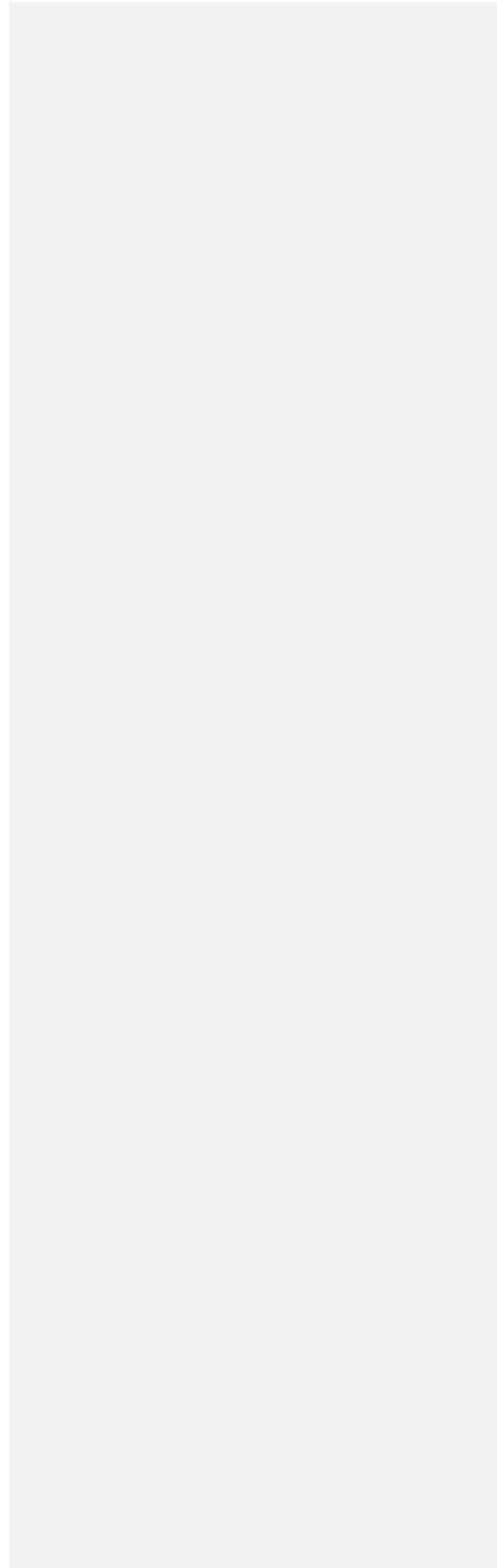
Yes this will work in principle for non-Network Rail Infrastructure Managers but please see our comments in Annex A on the specific drafting.

**Are there any other comments you would like to make?**

AIW believe that this general approval could have been drafted so that it applied to the other Infrastructure Managers and Network Rail.

In Annex A we have provided our comments and suggested mark up against the draft General Approval mark up provided by the ORR.

**Annex A AIW Comments on proposed drafting**



## Railways Act 1993

### Passenger Access (~~Infrastructure Managers Other Than Network Rail~~) Short Term Timetable and Miscellaneous Changes) General Approval 2023

2023 No.10

Coming into force [Date]

The Office of Rail and Road, in exercise of the powers conferred upon it by section 22(3) of the Railways Act 1993 (The Act), gives the following general approval.

#### Citation and commencement

1. (1) This general approval may be cited as the Passenger Access ~~(Infrastructure Managers Other Than Network Rail)~~ Short Term Timetable and Miscellaneous Changes) General Approval 2023.

(2) This general approval comes into force on [Date].

~~(3) The general approvals listed in the Annex are hereby revoked from the date this general approval comes into force.~~

#### Interpretation

2. (1) In this general approval:

“Access Agreement” means an agreement entered into after 1 April 1994 under which ~~Network Rail Infrastructure Limited~~ the Infrastructure Manager grants a beneficiary permission to use its track for or in connection with the provision of services;

“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;

“Additional Permitted Charges” means any applicable charges that are listed in Part 5 of Schedule 7 to the access agreement

“Beneficiary” includes an operator of trains;

“Berthing Offset” has the meaning ascribed to it in the Performance Data Accuracy Code;

“Consultation” means a consultation of potentially affected parties carried out by ~~Network Rail Infrastructure Limited~~ **the Infrastructure Manager**; ~~in accordance with the Industry code of practice for track access application consultations;~~

**Commented [AIW1]:** The Industry Code of practice for track access application consultations relates solely to applications on Network Rail Infrastructure. The Industry Code of Practice is followed by other IM's where it is relevant but this should be updated by the ORR to reflect the requirements on all IM's and not just Network Rail.

“Contingent Right” has the meaning ascribed to it in Schedule 5 to the access agreement;

“Financial Effect” means a change in the sums payable by one party to another under an access agreement;

“Firm Right” has the meaning ascribed to it in Part D of the **relevant** Network Code;

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

~~“Infrastructure Manager” means any body~~ **has the meaning ascribed to it in Para 3 of Part 1 of The Railways (Access, Management and Licensing of Railway Undertakings) [Regulations] 2016 (other than Network Rail Infrastructure Limited) which is a party to a track access agreement for the purposes of the Railways Act 1993, other than in the role of beneficiary.;**

**Commented [AIW2]:** We believe that the definition should align with the legal industry definition of Infrastructure Manager

~~“Model Contract” means the model track access contract for passenger services issued by ORR and available on its website, as may be amended and re-issued~~

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~~by the ORR from time to time and used with minor amendments to reflect non Network Rail contracts where relevant. Model Contract" means the model track access contract for passenger services issued by ORR and available on its website, as may be amended and re-issued by the ORR from time to time;~~

~~"Network Code" means the document of that name incorporated by reference in any access agreement;~~

"Network Code" means the document of that name, which is relevant to the particular Infrastructure Manager, incorporated by reference in any access agreement, where applicable;

"Passenger Train Slot" has the meaning ascribed to it in Schedule 5 to the access agreement;

"Performance Data Accuracy Code" has the meaning ascribed to it in Part B of the relevant Network Code;

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

"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.

"Specified Equipment" has the meaning ascribed to it in the access agreement;

"Sponsor" has the meaning ascribed to it in Part F of the relevant Network Code;

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

"Timetable Period" has the meaning ascribed to it in Part D of the relevant Network Code;

~~"Vehicle Change" has the meaning ascribed to it in Part F of the Network Code;~~

**Commented [AIW3]:** We believe that the references to model contract should be maintained as these are used as the basis for other IM contracts with minor changes

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"Vehicle Change" has the meaning ascribed to it in Part F of the relevant Network Code, where it is preceded by the name of the Infrastructure Manager where applicable;

"Viable Transfer Point" has the meaning ascribed to it in Schedule 4 of the Access Agreement; and

"Working Timetable" has the meaning ascribed to it in Part A of the relevant Network Code.

(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.

### Approval of amendments

3. Where both parties agree, the parties to an access agreement may make to that agreement any amendment of the description specified in paragraphs 4 to 16 below subject to any restrictions stated therein.

### Types of amendment for which approval is given

*Amendment of the expiry date of an access agreement*

4. The parties to an access agreement may amend the definition of the expiry date in order to bring forward the expiry of that agreement.

*Removal of routes in Schedule 2*

**Commented [AIW4]:** This is not consistent in defining what the relevant Network Code is. We do not believe that "Where it is preceded by the name of the Infrastructure Manager where applicable" is necessary. Nor does this work for the CVL Network as its not AIW's name that appears on the CVL Network Code.

**Commented [AIW5]:** We note that this is an addition but we are not sure why it is necessary to add this - please can the ORR advise why this differs from the Network Rail GA?

5. (1) The parties to an access agreement may amend Schedule 2 to that agreement to delete one or more of the routes contained therein.

(2) Where an amendment is made under sub-paragraph (1), the parties to the access agreement may also make any consequential changes to the paragraphs in Schedule 2 which are appropriate to reflect that amendment.

*Contingent Rights for additional services lasting up to 90 days*

6. (1) Subject to sub-paragraph (2) below, the parties to an access agreement may amend that agreement to permit a beneficiary to use any track for or in connection with:

(a) the provision of services;

(b) an additional station call;

(c) the extension of services that would otherwise expire; and

(d) the making of train movements which are necessary or reasonably required to enable such services to be provided (including the provision of stabling).

(2) Sub-paragraph (1) above does not apply to any amendment where:

(a) the amendment lasts longer than 90 days;

(b) the amendment confers a Firm Right;

(c) the amendment allows the use of track which the beneficiary does not already have permission to use where such additional use would be for a period in excess of seven days;

(d) the amendment involves a change to the types of railway vehicles which

may be used on any track under the access agreement, except where this change is within the scope of paragraph 7 below;

(e) the right conferred is the same or substantially the same as a permission to use which was previously authorised by a general approval and which would otherwise expire.

(3) If the beneficiary intends for the rights conferred to last for more than 90 days, it must apply for these on a permanent basis by means of a specific approval under Section 22 of the Act. The rights may not be further extended by means of another general approval.

(4) The General Approval may not be used to extend an access agreement in its entirety.

#### *Amendments to list of Specified Equipment in Part 5.1 of Schedule 5*

7. (1) Subject to sub-paragraph (2) below, the parties to an access agreement may add to, or delete any of, the Specified Equipment in Part 5.1 of Schedule 5.

(2) Where an addition to the Specified Equipment constitutes a Vehicle Change, the amendment may only be made if:

(a) the process stipulated under Part F of the [relevant](#) Network Code has been completed and the Sponsor is entitled to implement the Vehicle Change; or

(b) it has effect for no longer than 28 days, and is not the same or substantially the same as an amendment which was previously authorised by a general approval and which would otherwise expire.

#### *Contingent Rights to special or seasonal events*

8. (1) The parties to an access agreement may amend paragraph 2.8 of Schedule 5 to that agreement by inserting or substituting (as the case may be) the following provision:

“2.8 The Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train

Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:

(a) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in table 2.1 or 2.2; and

(b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.

(2) Where an amendment is made pursuant to sub-paragraph (1), the parties may delete any table in Schedule 5 made redundant as a consequence of that amendment.

*Reduction in the number of passenger train slots and consequential changes*

9. (1) Subject to sub-paragraph (3), the parties to an access agreement may amend Schedule 5 to that agreement to permanently:

(a) delete any of the tables in Schedule 5;

(b) delete any of the rows in any of the tables in Schedule 5; and

(c) reduce the number of Firm Rights or Contingent Rights contained in Schedule 5.

(2) Where an amendment is made under sub-paragraph (1), the parties to the access agreement may also make any consequential changes to the tables and paragraphs in Schedule 5 which are appropriate to reflect that amendment. (3) An amendment may not be made under this paragraph 9 if it would involve removing a condition or limitation on any of the access rights in Schedule 5, unless the access rights in question would themselves be removed from the access agreement.

**Additional permitted charges**

10. (1) Subject to sub-paragraphs (2) and (3), the parties to an access agreement may amend Part 5 of Schedule 7 of that agreement to include new Additional Permitted Charges.

(2) An amendment may only be made under sub-paragraph (1) if:

- (a) the total of all Additional Permitted Charges agreed pursuant to this general approval would not be more than £20,000 in any one year;
- (b) it would apply for no longer than one year; and
- (c) it is not the same or substantially the same as an amendment which was previously authorised by a general approval and which would otherwise expire.

(3) Prior to the making of an amendment under sub-paragraph (1), ~~Network Rail~~ **the Infrastructure Manager** shall demonstrate to the beneficiary how the Additional

Permitted Charge reflects the incremental costs to ~~Network Rail~~ **the Infrastructure Manager** of providing the service to which the charge relates.

(4) The parties to an access agreement may remove from that agreement any Additional Permitted Charges where such charges have been included in that access agreement pursuant to sub-paragraph (1) above.

#### *Amendments to Annex B to Part 3 of Schedule 4*

11. The parties to an access agreement may amend the Viable Transfer Point data in Annex B to Part 3 of Schedule 4.

#### *Amendments to Schedule 7*

12. The parties to an access agreement may amend the Default Train Consist Data in Appendix 7C of Schedule 7.

13. The parties to an access agreement may amend the Traction Type in Appendix 7D of Schedule 7 to enact On-Train Metering of Traction Electricity.

*Amendments to Appendices 1 and 3 of Schedule 8 to reflect corrections to Berthing Offsets*

14.(1) Where the magnitude of one or more Berthing Offsets is changed through the process set out in the Performance Data Accuracy Code and this change gives rise to a financial effect (all other things being equal), the parties to the access agreement concerned may amend Appendices 1 and/or 3 of Schedule 8 to the access agreement only to the extent necessary to neutralise that financial effect.

(2) An amendment made under (1) may be applied retrospectively provided that the amendment would not come into effect any earlier than the date on which the magnitude of the Berthing Offsets in question was changed.

*Amendments to Column J of Appendix 1 to Schedule 8 to reflect changes in monitoring points*

15. The parties to an access agreement may amend the monitoring point data in Column J of Appendix 1 to Schedule 8.

*Amendments to the access agreement to include clauses in the model contract provided by the Office of Rail and Road*

16. (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.

**Commented [AIW6]:** We believe that this should be an option available to the other IM's

*Disapplication of Schedule 8 for early morning services on New Year's Day*

17.16. The parties to an access agreement may amend that agreement to disapply Schedule 8 (the performance regime) such that neither ~~Network Rail~~ the **Infrastructure Manager** nor the beneficiary shall incur any liability to the other under Schedule 8 in relation to any cancellation of or interruption or delay to the operation of Passenger Train Slots for services that are operated between 0000 and 0500 hours on New Year's Day.

#### **Amendments relating to amounts payable**

17. Paragraphs 5 to 9 of this general approval do not extend to any amendment to an access agreement that relates to mechanisms for the calculation of the amounts which are payable for or in respect of any permission to use.

**Emyl Lewicki**

**Duly authorised by the Office of Rail and Road on [Date]**

EXPLANATORY NOTE (this does not form part of the General Approval)

Section 22(3) of the Railways Act 1993 ("the Act") enables the Office of Rail and Road ("ORR") to give its approval in advance to certain 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 ORR's specific approval of the amendment. If it does not come within the scope of the General Approval, a specific approval under section 22 of the Act must be obtained or directions made pursuant to section 22A, section 22C or Schedule 4A must be given. Amendments which have not been approved by ORR - either under a General Approval or a specific approval, or made pursuant to directions - are void. Please note that, as the General Approval provision is allowed under the terms of the Railways Act 1993, it may only be used by infrastructure managers who are subject to this legislation.

The General Approval is primarily intended to effect small-scale changes which are of low risk and low impact to the parties to the access agreement and other potentially affected parties. ORR anticipates that it will be used to support industry efficiency in cases where greater regulatory oversight is not required. The General Approval should not routinely be used to implement late-notice changes or for other last-minute purposes.

Broadly, where the General Approval is used to introduce new rights, these are limited to a maximum duration of 90 days (but no more than seven days in the case of rights that allow the use of track which the beneficiary does not already have permission to use) and will be contingent only. If the beneficiary intends for the rights to apply for longer than 90 days and/or become firm, the parties to the agreement must seek specific approval under section 22 of the Act.

Both parties to the access agreement must agree with the amendments. Where the parties to the access agreement expect that these amendments may impact negatively on another operator, they should apply by means of a specific approval under section 22 instead of using the General Approval, thereby allowing that operator to comment during the industry consultation.

Under section 72(5) of the Act a copy of all amendments of access agreements, including amendments 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.

**Commented [AIW7]:** We are unsure why this has been added - please can the ORR explain?



# Response to ORR's consultation – Changes to the Passenger Access General Approval

3. Do you think that the drafting of the proposed General Approval is such that the provision would be suitable/appropriate for use by non-Network Rail infrastructure managers? **If not, what changes do you think would be required to make it suitable?**

The changes highlighted below are necessary to ensure the drafting of the General Approval is consistent with the CCOS track access documentation. The rationale for the change is given in each case.

- "Berthing Offset", **where applicable**, has the meaning ascribed to it in the Performance Data Accuracy Code;  
Rationale: The CCOS PDAC does not have this definition in it.
- "Infrastructure Manager" means any body (other than Network Rail Infrastructure Limited) which is a party to a track access **agreement contract** for the purposes of the Railways Act 1993, other than in the role of beneficiary;  
Rationale: The defined term used in section 17(6) of the Railways Act for a regulated agreement is "access contract".
- "Network Code" means the document of that **or equivalent** name, which is relevant to the particular Infrastructure Manager, incorporated by reference in any access agreement, where applicable;  
Rationale: RfL(I)'s Network Code is called the "CCOS Network Code" so isn't "of that name".
- "Performance Data Accuracy Code" has the meaning ascribed to it **(or, as applicable, where it is preceded by the name of the Infrastructure Manager or the name of the infrastructure)** in Part B of the relevant Network Code;  
Rationale: RfL(I)'s PDAC is called the "CCOS Performance Data Accuracy Code" in Part B of the CCOS Network Code. We have suggested similar language to that used by the ORR for "Vehicle Change" (see below, as amended).
- "Vehicle Change" has the meaning ascribed to it in Part F of the relevant Network Code, where it is preceded by the name of the Infrastructure Manager **or the name of the infrastructure** where applicable;  
Rationale: We refer to "Vehicle Change" as "CCOS Vehicle Change" rather than "RfL(I) Vehicle Change", so use the infrastructure name rather than the Infrastructure Manager name.
- "Viable Transfer Point", **where applicable**, has the meaning ascribed to it in Schedule 4 of the Access Agreement;

Rationale: The CCOS TAC does not have this definition in it.

- Paragraphs 12, 13 and 14 of the draft General Approval should be expressed to apply only "where applicable".

Rationale: The concepts covered by these paragraphs are not currently included in CCOS TAAs.

- Paragraph 15: The parties to an access agreement may amend the monitoring point data in **Column J of the relevant column headed "Monitoring Point" in** Appendix 1 to Schedule 8.

Rationale: The CCOS Template TAA has this in Column H, rather than Column J, of Appendix 1 to Schedule 8.