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Executive, Access & Licensing
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Tina Bowling
Station & Depot Portfolio Surveyor
Network Rail Infrastructure Ltd
George Stephenson House
Toft Green
York
YO1 6JT

Caroline Vaughan
Senior Contracts Manager
Northern Trains Limited
5th Floor Northern House
9 Rougier Street
York
YO1 6HZ

Dear Tina and Caroline

Approval of the Connection Contract at Neville Hill Depot, Leeds between Network Rail Infrastructure Limited and Northern Trains Limited

1. We have today approved the terms of the above connection contract submitted to the Office of Rail and Road formally on 7 October 2021 under section 18 of the Railways Act 1993 (the Act). Please find enclosed a copy of our direction notice, directing the parties to enter into the contract. This letter sets out the reasons for our decision.

Background

2. This is an application for a connection contract at Neville Hill Depot in Leeds. Northern Trains Limited are taking over the depot from the current operator, East Midlands Railway Limited.
3. This connection contract is not suitable for General Approval as the charges are above the threshold of £50,000.

Consultation

4. Network Rail ran an industry consultation for the new connection contract from 25 August to 22 September 2021. No outstanding objections to the proposed connection contracts were declared.

ORR Review

5. We received copies of the consultation correspondence once the consultation was



complete, and a formal submission of the application on 7 October 2021.

6. ORR approved a similar connection contract at Neville Hill depot 14 May 2020 between Network Rail and East Midlands Railway. We noted no material changes to the charges proposed or the connection at Neville Hill depot.

ORR Decision

6. This application is under section 18 of the Act and therefore is agreed between the parties, who are prepared to enter into the agreement.
7. In making this decision, we are satisfied that this decision reflects our duties under section 4 of the Act, in particular:
 - (i) to protect the interests of users of railway assets;
 - (ii) to promote the use of railway network in Great Britain for the carriage of passengers and goods and the development of that railway network, to the greatest extent ...economically practicable;
 - (iii) to promote efficiency and economy on the part of the persons providing railway services; and
 - (iv) to enable persons providing railway services to plan the future of their businesses with a reasonable degree of assurance.
8. Under clause 18.2.3 of the connection contract, Network Rail is required to produce a conformed copy, within 28 days of any amendment being made, and send copies to ORR and Northern Trains Limited. We look forward to receiving the conformed copy.
9. In entering any provision on the register, we are required to have regard to the need to exclude, as far as is practicable, the matters specified in section 71(2)(a) and (b) of the Act. These sections refer to:
 - (i) any matter which relates to the affairs of an individual, where publication of that matter would or might, in the opinion of the ORR, seriously and prejudicially affect the interests of that individual; and
 - (ii) any matter which relates to the affairs of a particular body of persons, whether corporate or incorporate, where publication of that matter would or might, in the opinion of the ORR, seriously and prejudicially affect the interests of that body.
10. Therefore, when submitting the copy of the signed agreement would you please identify any matters that you would like us to consider redacting before publication. You will need to give reasons for each request explaining why you consider that publication would seriously and prejudicially affect your interests.



Yours sincerely

M. Haswell

Margret Haswell