

Margret Haswell
Executive, Access & Licensing
Email [REDACTED]

22 July 2026

[REDACTED]
Tyne and Wear Passenger Transport
Executive
Nexus House
St James' Boulevard
Newcastle upon Tyne
NE1 4AX

[REDACTED]
Prax Terminals Jarrow Limited
16th Floor
1 Westfield Avenue
London
E20 1HZ

[REDACTED]
Phillips 66 Limited
7th Floor
200-202 Aldersgate Street
London
EC1A 4HD

Dear all,

The novation of the connection contract at Jarrow oil terminal sidings dated 5 September 2022 between Tyne and Wear Passenger Transport Executive and Prax Terminals Jarrow Limited (formerly Prax Terminals Limited)

1. The Office of Rail and Road (ORR) has approved the novation of the connection contract above, as submitted to us under sections 18 and 22 of the Railway Act 1993 (the Act).
2. Please find enclosed a copy of the notice which approves the novation of the agreement from Prax Terminals Jarrow Limited (**PTJL**) to Phillips 66 Limited (**P66L**) and directs Phillips 66 Limited and Tyne and Wear Passenger Transport Executive to enter into the agreement.
3. On 5 June 2026, the parties requested ORR approve the novation of the connection contract at Jarrow oil terminal sidings following the liquidation of PTJL and subsequent purchase of the business by P66L.

4. It is usually preferable that a new contract is entered into where business is being transferred to another party. In this instance we note the parties have specifically requested novation and P66L has agreed to this. In the circumstances of this case, we can approve novation.
5. We queried the inclusion of the indemnity at Clause 5.2 as this has no practical effect and we would not usually approve the inclusion of unnecessary drafting. The parties acknowledge this but prefer to retain the clause so as not to delay the novation and confirm that P66L is comfortable with this position.
6. In the interests of supporting a swift resolution, we have not insisted on the removal as this is a specific set of circumstances with one party in liquidation and the parties are in agreement.
7. Clause 2.4 has been removed which clarified that the incoming party was not assuming liability or obligation arising prior to Completion. We asked for confirmation that all parties are in agreement and this was provided.
8. Once the agreement is signed, in accordance with section 72(5) of the Act, you must send a copy to ORR within 28 days and in accordance with section 72(2)(b)(iii), these will be placed on our public register and website.
9. In entering any provision on the register, ORR is 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:
 - a. 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
 - b. 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. When submitting a copy of the signed agreement would you therefore, please identify any matters which you would like the ORR 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

Margret Haswell