

## General Approval

for freight track access contracts

1. This general approval applies to certain new and amended track access contracts with Network Rail Infrastructure Limited (Network Rail), a company registered at Companies House under number 2904587.
2. The Office of Rail and Road (ORR) makes this general approval under sections 18(1)(c) and 22(3) of the Railways Act 1993 (the Act). This general approval comes into force on xx xx 2016. It replaces the Freight Access (Track Access Contracts) General Approval 2012 which is revoked from the same date.
3. ORR approves any new track access contract made with Network Rail:
  - on the same terms as the Model Track Access Contract (Freight Services) published by ORR, subject to the restrictions in Annex A;
  - on the same terms as the Model Freight Customer Track Access Contract published by ORR, subject to the restrictions in Annex B; and
  - on the same terms as the Model Freight Operating Company Customer Track Access Contract published by ORR where rights have been drawn down in a Drawdown Notice that is not subject to a Revocation Notice, subject to the restrictions in Annex C.
4. Where a track access contract with Network Rail is on the same terms as any of the model contracts mentioned in paragraph 3, ORR approves changes to the track access contract:
  - as listed in annex D; or
  - to reflect changes to the relevant model contract, as published on the ORR website from time to time.
5. Where an annex to this general approval says consultation shall be carried out in respect of a change, the parties to the access contract must:
  - carry out the necessary consultation; and
  - ensure there are no outstanding objections from any consultee before the track access contract can be amended.
6. Section 72(5) of the Act says a copy of all new and amended access contracts must be sent to ORR within 14 days of being made, and this applies to those approved under this general approval. Subject to the requirement in section 72(3) of the Act that ORR have regard to the need to exclude certain information, ORR will enter such copies into the public register.
7. Unless the context otherwise requires, terms defined in the Act, the Network Code and the model track access contracts published by ORR shall have the same meaning in this general approval.

**Date:**

**Signed by authority of the ORR**

## **Annex A**

- 1) The areas marked by square brackets must be completed as appropriate;
- 2) The “Indemnity Incident Cap” in clause 11.6.5 must be completed with a value of £6,000,000;
- 3) The “Liability Cap” in paragraphs 1(a) and 1(b)(i) of Schedule 9 must be completed with a value of £6,000,000;
- 4) The “Expiry Date” in clause 1.1 must be no more than five years from the “Effective Date” in clause 3.1; and
- 5) No cell in the rights table at Annex 1 to Schedule 5 is to be populated other than those for:
  - a) firm rights with **between four and twenty four hour** windows which do not form part of a Y Path; and/or
  - b) contingent rights

which are not to be planned to operate over declared congested infrastructure.

- 6) A consultation must be carried out where firm rights **with between four and twenty four hour windows** are included in an access contract.

## **Annex B**

- 1) The areas marked by square brackets must be completed as appropriate;
- 2) The “Expiry Date” in clause 3.1 must be no more than five years from the date of the execution of the contract; and
- 3) No cell in the rights table at Annex 1 to Schedule 5 is populated other than those for:
  - a) firm rights **with four to twenty four hour windows** which do not form part of a Y Path; and/or
  - b) contingent rights

which are not to be planned to operate over declared congested infrastructure.

- 4) A consultation must be carried out where firm rights **with between four and twenty four hour windows** are included in an access contract.

## **Annex C**

- 1) The areas marked by square brackets must be completed as appropriate;
- 2) The “Expiry Date” in clause 3.1 must reflect the last date of operation specified in the drawdown notice and must be no more than five years from the “Effective Date”;
- 3) The cells in the rights table at Annex 1 to Schedule 5 must be populated with the freight access rights specified in the drawdown notice;
- 4) The “Indemnity Incident Cap” in clause 11.6.5 is included and replicates that in clause 11.6.5 of the model track access contract (freight services);
- 5) The definition of “Liability Cap” in Schedule 9 must be completed and replicates that in clause 11.6.5 of the model track access contract (freight services), subject to any indexation provisions.

## **Annex D**

*No consultation is required for the following changes:*

- 1) Amending the “Expiry Date” to reduce the duration of the contract.
- 2) Making changes to the contact particulars in Schedule 1 of the contract provided each party's “address for the services of notices” is the registered office legally recorded with Companies House.
- 3) Amending the provisions relating to public holidays in paragraph 2.4 of Schedule 5.
- 4) Making changes to the rights table at Annex 1 to Schedule 5 of the contract to:
  - a) Remove an access right by deleting the relevant row from the rights table;
  - b) Include any new contingent right;
  - c) Reduce or delete the contents of the columns entitled:
    - (i) “Minimum Turn Around Time at Origin”;
    - (ii) “Minimum Turn Around Time at Destination”;
    - (iii) “Routing”;
    - (iv) “Intermediate Point”;
    - (v) “Minimum Dwell Time at Intermediate Points”;
    - (vi) “Special Terms”; and

- (vii) "Days per Week";
- d) Amend the contents of the columns "Origin", "Origins Stanox", "Destination", and "Destination Stanox" to correct typographical errors or to reduce an access right that has been truncated;
- e) Amend the contents of the column "Special Terms" to change firm rights into contingent rights;
- f) Delete the contents of columns if firm rights are changed to contingent rights;
- g) Amend, add or delete the contents of the column "Contract Miles"; and
- h) Amend the contents of the columns:
  - (i) "Timing Load";
  - (ii) "Maximum Length of Train";
  - (iii) "Route Availability Code (RA)"; and
  - (iv) "Loading Gauge";

provided that, if necessary, the process relating to the introduction of new rolling stock/equipment stipulated under Part F of the Network Code has been completed and the sponsor is entitled to implement the vehicle change.

Consultation is required for the following changes:

- 5) Making changes to the rights table at Annex 1 to Schedule 5 of the contract to:
  - a) Include any new firm right with four to twenty four hour windows which does not form part of a Y Path and which is not to be planned to operate over declared congested infrastructure;
  - b) Amend the contents of the columns:
    - (i) "Minimum Turn Around Time at Origin";
    - (ii) "Minimum Turn Around Time at Destination";
    - (iii) "Routing";
    - (iv) "Intermediate Point";
    - (v) "Minimum Dwell Time at Intermediate Points";
    - (vi) "Special Terms"; and
    - (vii) "Days per Week" provided there is no resulting net increase in the quantum of firm rights contained in the contract; and
  - c) Amend the contents of the columns:
    - (i) "Departure Window From";
    - (ii) "Departure Window To";

- (iii) "Arrival Window From";
- (iv) "Arrival Window To"; and
- (v) "Minimum Dwell Time at Intermediate Point";

to reflect train slots in respect of that access right held by a party to the contract in the working timetable on the principal change date or the subsidiary change date.