

# Review of the General Approval (Stations) 2013 & General Approval (Depots) 2013 – final conclusions

## 1. Introduction

1.1 This document sets out our final conclusions following our consultation on reviewing the General Approval (Stations) 2013 and General Approval (Depots) 2013 (the General Approvals), and on the changes we proposed to our template agreements.

### Context and purpose

1.2 Sections 18 and 22 of the Railways Act 1993 (the Act) gives ORR powers to issue general approvals; these give our prior approval to the entering into of new access agreements, and amendments to existing agreements.

1.3 Prior to 2010 there were various General Approvals in force. Following a consultation, we consolidated these by introducing the General Approval (Stations) 2010 and the General Approval (Depots) 2010.<sup>1</sup> The General Approvals 2010 were designed to be wide-ranging, and provided for the first time for parties to enter into new access agreements under a General Approval.

1.4 We committed to review the operation of the General Approvals periodically, and did so again in 2013.<sup>2</sup> This review and the subsequent consultation led to the issue of the General Approval (Stations) 2013 and the General Approval (Depots) 2013.

1.5 In August 2016, we consulted on further changes to the General Approvals and to our template agreements. We sought your views on our proposals, and this document provides a summary of the responses we received.<sup>3</sup>

### Executive summary

1.6 The purpose of our review of the General Approvals is to make them more user-friendly for the industry, while retaining appropriate regulatory oversight. We anticipate that the biggest benefit to the industry will be the change to the definition of 'Station Access Conditions' (SACs) such that the General Approval for stations can be used to approve agreements and amendments that incorporate alternative or bespoke SACs. This change will reduce the number of uncontentious new and amended agreements that are submitted to us for specific approval. The various other amendments will improve the General Approvals and templates and the reduction in length of the General Approvals will make them easier to read without losing substance.

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<sup>1</sup> The 2010 consultation document can be found [here](#), and the consultation conclusions [here](#).

<sup>2</sup> The 2013 consultation and final conclusions can be found [here](#).

<sup>3</sup> The 2016 consultation can be found [here](#).

## Structure of this document

- 1.7 For ease of reference our proposals and the responses received are set out in the order they appeared in the consultation document. As in the consultation document the General Approval (Stations) 2013 is dealt with first, followed by the General Approval (Depots) 2013, and then our proposed changes to the template agreements. We summarise the responses received and give our final conclusions under each section. We then deal with changes to the current provisions for stations Equipment and Elements Inventories, then miscellaneous comments that we received in the consultation responses, and various additional amendments we have made following the issue of our consultation. And lastly we attach final versions of the 2017 General Approvals.
- 1.8 The additional amendments to the General Approvals include reinstating a restriction on modifications which override or redefine the meaning of any term of an agreement, unless it has been specifically approved by the ORR. This restriction was included in both General Approvals 2013 and will provide an additional safeguard against inappropriate use of the General Approvals.
- 1.9 Particular concerns were raised by respondents on the provision in the General Approvals to make changes to the allocation of responsibility for maintenance and repair in the Equipment and Elements Inventories for both stations and depots. In considering these concerns we have decided to revise the changes proposed to the General Approval for depots as described in section 4. We have also made changes to the General Approval for stations as explained in section 6 below.

## Next Steps

- 1.10 The General Approval for stations (2017) and the General Approval for depots (2017) will come into force on 6 February 2017. The General Approval (Stations) 2013 and the General Approval (Depots) 2013 will be revoked on the same date. Copies of the 2017 editions can be found in Annexes A and B of this document. The model contracts published on our website will be updated as described in section 5 below, also from the same date.
- 1.11 As always, we will continue to keep under review our processes to ensure they remain fit for purpose. Our guidance and Criteria & Procedures documents will need to be revised to reflect the changes made following this consultation, and we will undertake to do this over the coming months.

## 2. Overview of consultation responses

- 2.1 The responses to our proposed changes were broadly supportive. Some respondents made further suggestions for changes to the General Approvals, which we have considered in this document. In general terms we noted that respondents had a positive view of the General Approvals, and that they appear to be working well for the industry.
- 2.2 A limited number of reservations to our proposals were expressed by some respondents, which we will address in this document. Our consideration of these comments is explained under each section.
- 2.3 We received 19 responses to our consultation, directly representing 21 organisations. The following organisations responded:
- Arriva Rail North Limited
  - Arriva Trains Wales Limited
  - DB Cargo (UK) Limited/Rail Express Systems Limited
  - Department for Transport
  - East Coast Main Line Company Limited
  - East Midlands Trains Limited/Stagecoach South Western Trains Limited
  - First Greater Western Limited
  - First TransPennine Express Limited
  - London & Birmingham Railway Limited
  - London & South Eastern Railway Limited
  - London Overground Rail Operations Limited
  - London TravelWatch
  - Merseyrail Electrics 2002 Limited
  - Merseytravel
  - MTR Corporation (Crossrail) Limited
  - Network Rail Infrastructure Limited
  - Stobart Rail Limited
  - Transport for London
  - West Yorkshire Combined Authority
- 2.4 We are very grateful for the comments received on our proposals. No respondents asked for their response to be treated in confidence, so all responses to the consultation can be found on our [website](#).

### 3. General Approval (Stations) – proposed changes

#### Bespoke Station Access Conditions

- 3.1 We proposed to change the definition of ‘Station Access Conditions’ (SACs) such that the General Approval for stations could be used to approve agreements and amendments that incorporate alternative or bespoke SACs. Currently, ‘Station Access Conditions’ is defined in the General Approval (Stations) 2013 as either the National SACs 2013 (England & Wales) or (Scotland), or the Independent SACs 2013 (England & Wales) or (Scotland).
- 3.2 We also proposed to retain regulatory scrutiny of any proposed amendments to the Long Term Charge (LTC) at stations that incorporate non-standard SACs. This is because ORR does not currently set or review the LTC at such stations.

#### Summary of responses

- 3.3 The majority of respondents agreed that agreements and amendments that incorporate alternative or bespoke SACs should be approvable under the General Approval for stations, including four respondents who currently use bespoke SACs. One respondent sought clarification on the use of the General Approval in this context. Two respondents jointly considered that non-standard SACs should continue to be excluded from the General Approval on the basis that ORR should retain scrutiny of the station LTC.
- 3.4 Two respondents commented that where stations are built by a third-party and have non-standard SACs, any additional bespoke charging arrangements should be subject to ORR specific approval and noted in the Annexes. An additional consultee felt that it was important that ORR retains regulatory oversight of bespoke charging arrangements.
- 3.5 One respondent sought clarity on how the General Approval will apply in practice where non-standard SACs are incorporated into an agreement.

#### ORR’s comments

- 3.6 Currently, any operator who uses alternative SACs is required to seek our specific approval for all new agreements and amendments. We see a large number of uncontentious agreements or amendments requiring specific approval, such as the increase in quantity of an item in the Annexes or a new agreement using a template without modification. This is an unnecessary regulatory burden for the industry, especially during franchise or concession mobilisation, and also for ORR. We consider that the benefits to the industry outweigh any potential risk, especially as all bespoke SACs are reviewed and endorsed by ORR prior to being incorporated into an approved access agreement
- 3.7 We consider that our decision to retain scrutiny of any amendment to the LTC at stations that incorporate non-standard SACs provides added protection to users. In addition, we already ensure that any other bespoke charging arrangements that current or future users of the station are liable to pay (e.g. facility charges or other commercial

charges) are recorded in the SACs, usually in the Annexes. This aids transparency and ensures that, in the event of a franchise change, the charging arrangements will pass to future franchised SFOs (and to beneficiaries if they are eligible to pay a proportion) via the SACs. When reviewing non-standard SACs we scrutinise any bespoke charging arrangements, and the addition of such a bespoke charge to the annexes in both new and amended agreements requires our specific approval – this is the case now, even when the agreement incorporates template SACs, and will continue to be the case going forward.

3.8 In practice, widening the definition of “Station Access Conditions” in the General Approval for stations will mean that, other than amendments to the LTC, any agreement or amendment where non-standard SACs are incorporated will be processed in the same way as for agreements where the NSACs and ISACs are incorporated. For example, new agreements where the parties have made alterations to one of our templates, which are not permitted under paragraph 4 of the General Approval, will require our specific approval. However, if the parties amend this same agreement to change the expiry date (or any of the other permitted alterations as listed in paragraphs 6 to 18 of the General Approval) then our General Approval is applicable.

3.9 For the reasons given above, we have decided to make the change to the definition of “Station Access Conditions” such that the General Approval for stations can be used to approve agreements and amendments that incorporate alternative SACs. We will strengthen the wording in the General Approval for stations to make clear that it is only available where such alternative SACs have been reviewed and endorsed by us prior to their incorporation into an agreement. Our review of alternative SACs provides thorough regulatory scrutiny from the outset, satisfying us that the widening of the definition of “Station Access Conditions” in the General Approval for stations is an appropriate course of action. This change will reduce an unnecessary regulatory burden where alternative SACs are used, whilst retaining appropriate regulatory scrutiny of the draft SACs and thereafter the LTC and of bespoke charging arrangements.

### **Removal of stations from a Station Access Agreement**

3.10 We proposed that the removal of stations from an Agreement be permitted under the General Approval for stations: currently only the addition of one or more new stations to an agreement is permitted. We considered this proposal to be non-contentious as the approval of both parties to the agreement is required.

### **Summary of responses**

3.11 The majority of respondents were supportive of our proposals, with the proposed change highlighted as a simpler process for the industry to keep agreements up to date.

3.12 Two consultees considered that where stations are being removed from an agreement because of a beneficiary ceasing to call at a station due to a commercial decision, our specific approval should be required. Their reasoning is that the reduction in services would have a financial impact on the Station Facility Owner (SFO) and other beneficiaries at the station.

## ORR's comments

3.13 We see very few amendments to remove stations from an access agreement, and in our experience the majority of such amendments are a result of the remapping of a franchise. Where stations are proposed to be removed from a contract as a result of a commercial decision, we consider that giving our specific approval (as opposed to General Approval) would not provide additional safeguards to the parties. Removing one or more stations is a change to the bilateral agreement between the SFO and relevant beneficiary. Both parties must agree to the change to the contract otherwise it cannot proceed. ORR's role is to approve the agreed consequential change to the contract rather than assessing the merits of the proposal.

3.14 It is for the parties to negotiate the terms of their agreements, and should they not agree to remove a station from an agreement then the contract will remain in force unchanged, or it can be terminated according to its termination provisions. In addition to the contractual options available to the SFO and the relevant beneficiary, we consider that Condition F10.6 of the SACs and Condition 41.6 of the ISACs provide protection to other beneficiaries at a station in that they are indemnified against the effects of another beneficiary's SAA being terminated by mutual agreement.

3.15 For the reasons given above, we have decided to make the change to allow the removal of one or more stations from an agreement. When removing stations from an agreement, the submitting party will need to provide us with an amending agreement together with an updated Schedule 1 or Station Supplement, with the appropriate station(s) removed, to replace the current Schedule 1 or Station Supplement applicable to that agreement.

## Compliance with the law of Scotland and/or giving effect to a concession agreement

3.16 We asked whether the provisions contained in the General Approval for stations and General Approval for depots are sufficient to render Station or Depot Access Agreements compliant with the law of Scotland and/or to give effect to a concession agreement.

## Summary of responses

3.17 All who responded confirmed that the provisions contained in the General Approval for stations and General Approval for depots are sufficient to render Station or Depot Access Agreements compliant with the law of Scotland and/or to give effect to a concession agreement. One respondent suggested that the correct term to use in the General Approvals is 'Scots Law.'

## ORR's comments

3.18 We will not make any material changes to the provisions contained in the General Approvals regarding giving effect to a concession agreement. As suggested, we will now refer to 'Scots Law' in both of the General Approvals. We have also noted that the law in Scotland has changed, allowing agreements to be executed in counterpart. As a result we will remove the provision allowing the alteration of the form in which agreements governed by Scots law are executed as it is no longer necessary.

## Excluded Parties

3.19 We proposed that the concept of “Excluded Party” is no longer necessary and references to it should be removed from the General Approvals and associated guidance documents. This change would be made to both the General Approval for stations and General Approval for depots.

3.20 We proposed to remove this concept as our audits continue to show that the General Approvals are operating well. Incorrect use is rare and resolved quickly and on the whole is the result of an inadvertent error by the submitting party.

## Summary of responses

3.21 The removal of the concept of Excluded Party received a varied response. Some respondents had no objection to its removal, while a number held the view that it should be retained in case of parties abusing the process. One respondent requested that should the concept be removed, ORR should remain available to offer advice and support where incorrect use is identified.

## ORR’s comments

3.22 To date, we have not excluded any party from using the General Approvals as we have not encountered intentional misuse. Our audit (currently 50% of General Approval submissions) each month together with our general administration of the General Approvals process ensures that any errors we do identify are rectified quickly. These errors are always unintentional and are often caused by unfamiliarity with the process, and in our experience industry parties are keen to ensure compliance. As requested, we will continue to provide advice and support to parties regarding the correct use of the General Approvals. And we will continue to contact parties in the event that we do identify any incorrect use of the General Approvals, either at the point of submission or during our monthly audit.

3.23 For these reasons, we will remove the concept of “Excluded Party” from the General Approvals. Should we find that intentional misuse arises on a frequent basis, we will consider whether to re-introduce the concept of “Excluded Party” into the General Approvals.

## 4. General Approval (Depots) – proposed changes

### Equipment Inventory and Elements Inventory

- 4.1 We proposed that alterations to the Equipment Inventory in Appendix 3 to Annex 1 be permitted under the General Approval for depots, other than where the alteration of the presence is from 'Yes' to 'No' or where the alteration to the quantity is a decrease. Such amendments to the Equipment Inventory are already permitted under the General Approval (Stations) 2013 and this proposal was designed to provide consistency between the General Approvals.
- 4.2 We also proposed that the addition of items to the Elements Inventory and amendments to the Responsibility for Maintenance and Repair in Appendix 4 to Annex 1 be permitted under the General Approval for depots. Again, this proposal would be in keeping with what is currently permitted under the General Approval (Stations).

### Summary of responses

- 4.3 Most respondents had no objections or agreed with the changes proposed in the General Approval for depots.
- 4.4 One respondent did not object to our proposals per se, but raised concerns as to whether allowing amendments to the responsibility for maintenance and repair under the General Approval could lead to a divergence in Network Rail's approach to the split of maintenance and repair responsibilities across different train operator groups. This is similar to the comments raised with regard to stations as described in section 6.
- 4.5 Another respondent objected to both of these proposals. Their reasoning was that any access beneficiary at a depot would be wholly reliant on the consultation process to address any concerns; the respondent believed this to be inadequate protection against the imposition of unfair terms and conditions on the beneficiary.

### ORR's comments

- 4.6 These proposals would ensure consistency between the provisions in the General Approval for depots for altering the Equipment Inventory and the Elements Inventory and the provisions in the General Approval for stations. To date, we have not seen a significant number of such amendments for either stations or depots. We considered that this change will make it more straightforward for parties to reflect any investment in depots in the Annexes.
- 4.7 However, on occasions when there is a proposed change to the depot Annexes as described in paragraphs 4.1 and 4.2 above, we can see the benefit in ensuring consistency in the split of maintenance and repair responsibilities across depots. We will ensure that amendments to these responsibilities and the addition of new items in these Appendices are consistent with the template Annexes by modifying our proposal. The modified provisions for altering the Inventories would allow revision of entries in the "Description" column, but only where such revision is designed to update the description of an existing asset and does not add new items to the Inventory. In relation to the



Equipment Inventory the following alterations will be permitted; from “No” to “Yes” in the “Present at Depot” column, and an increase in the figure in the “Quantity” column. The addition of new items to the Inventories, which do not already appear in the relevant Appendix, will require our specific approval.

4.8 We will proceed with making this change to the General Approval for depots, though slightly modifying our original proposal as described above. Please see our conclusions for the General Approval stations in section 6 below, which are in keeping with our proposals for depots.

4.9 In addition, we can also see the benefit of increased regulatory scrutiny where there is an outstanding objection to a proposed change. The disapplication of the General Approval where there is an unresolved objection to a change provides added protection to users of the depot. We consider this to be an important protection and so will also include it in the General Approval for stations. This provision will mean that the relevant General Approval is disapplied where a consultee, as defined in the Access Conditions, has an unresolved objection to a Proposal for Change.

## 5. Proposed amendments to our template access agreements

### Renaming our template access agreements

- 5.1. To ensure consistency across our access and licensing functions, we proposed to refer to our template access agreements for stations and depots as “model agreements.” Subject to our conclusions on the proposals for changes to the template agreements, their content will remain the same and they will continue to appear on our website.

### Summary of responses

- 5.2. We received no objections to this proposed change.

### ORR’s comments

- 5.3. We will now refer to our template access agreements as “model agreements.” These agreements will continue to be found on the same page on our [website](#).

### Station Access Agreement (freight operators) and Station Access Agreement (charter operators): proposed changes to the termination clauses

- 5.4. In our experience an additional termination clause is frequently inserted into the Station Access Agreements (SAA) for freight and charter operators, in clauses 5 and 6 respectively. This clause is intended to provide a degree of protection to the party on which notice has been served by introducing a minimum time limit of 180 days, in certain circumstances, before termination becomes effective. We have been content to approve agreements that contain this clause, however making this bespoke addition to the agreements would disapply the General Approval and our specific approval must be sought. We proposed some reordering of these clauses to address this.

### Summary of responses

- 5.5. There were no objections to the proposed additional clause, although some respondents suggested a minimum time limit shorter than 180 days.

### ORR’s comments

- 5.6. As no respondents objected to the proposed clause we will include it in the model contracts. This will provide added protection to the party on which notice has been served. We consider that a 180 day minimum time limit is in keeping with other timeframes in our model contracts and SACs and is therefore appropriate for this new clause.

### Proposals to correct errors in our model contracts

- 5.7. We proposed to correct some defects in our model contracts.
- 5.8. Under clause 5/6, “Term and Termination” or within the Station Supplement (as applicable) each of the model National Station Access Agreements contains an incorrect reference to Condition F11 of the National Station Access Conditions 2013, and each of the model Independent Station Access Agreements contains an incorrect reference to

Condition 42 of the Independent Station Access Conditions 2013. We considered that the model contracts should refer to Condition F10 and Condition 41 of the relevant Access Conditions respectively as these conditions are concerned with mutual termination.

- 5.9. We also proposed to amend clause 6 to refer to the Independent Station Access Conditions 2013, as it incorrectly refers to the National Station Access Conditions 2013.

### Summary of responses

- 5.10. We received no objections to these proposed changes.

### ORR's comments

- 5.11. These are factual changes to correct minor errors in our model agreements, and we will make these changes.

### Model Depot Access Agreements: termination provisions

- 5.12. In our consultation we raised questions regarding provisions in the model Depot Access Agreements that allow a notice of Termination to be served without an Event of Default occurring. Clause 6.4.1(d) of the model Depot Access Agreement allows the Depot Facility Owner to terminate the agreement after 12 months has elapsed from the date upon which a franchise agreement entered into by either the Depot Facility Owner or the beneficiary becomes effective. Clause 6.7 of both model Depot Access Agreements allows either party to terminate the agreement by not less than 180 days' notice.

- 5.13. We asked your views on the provision for termination in clause 6.4.1(d) and in what circumstances it might be used, to allow us to determine whether to retain the provision as drafted, to modify it, or to delete it. Clause 6.4 of the model Depot Access Agreement provides for the Depot Facility Owner to serve a termination notice on the beneficiary. Clauses 6.4.1 (a) to (c) relate to termination as a result of an Event of Default. However sub clause (d) does not appear to be tied to an Event of Default. The reason for this is unclear, and in addition this clause does not appear in the model Depot Access Agreement (non-train operating beneficiary).

- 5.14. We have been asked previously to approve Depot Access Agreements that include a bespoke clause 6.8 which serves to protect the beneficiary in the event that the Depot Facility Owner serves a termination notice without an Event of Default having occurred under either clause 6.4.1(d) or clause 6.7, allowing the beneficiary to apply to ORR under section 17 for continued access to the depot. The termination notice shall not take effect until ORR has made a decision on the section 17 application. We sought your views on the inclusion of this provision within the model Depot Access Agreements.

- 5.15. Of course, our decision on whether to retain, delete or modify clause 6.4.1(d) impacts on the drafting of the new clause 6.8. We, therefore, deal with both matters together in the paragraphs below.

## Summary of responses

- 5.16. Responses to our question on 6.4.1(d) highlighted the ambiguity of this clause, with respondents uncertain of its purpose. No consistent reasoning was given for its use, and several respondents stated that the clause was rarely, if ever, used.
- 5.17. We received no objections to the additional clause 6.8, while one respondent gave their strong support to this change.

## ORR's comments

- 5.18. We will delete clause 6.4.1(d) from the model Depot Access Agreement; it does not serve a clear contractual purpose and does not appear in the model Depot Access Agreement (non-train operating beneficiary) or the model Station Access Agreements. We will also delete clause 6.4.2(c) which gives the equivalent provision for termination to the beneficiary, and also remove various cross references to these clauses, which are now redundant.
- 5.19. Our original proposed wording for a new clause 6.8 will be modified to remove reference to clause 6.4 following deletion of clause 6.4.1(d). The modified clause 6.8 will be inserted into the model Depot Access Agreements. This will bring these agreements in line with our model connection contracts and provide protection to the beneficiary where the DFO serves a termination notice without an Event of Default occurring.

## 6. Equipment and Elements Inventories – Station Specific Annexes

### Changes to the current provisions in the General Approval (Stations)

- 6.1. Currently parties may amend the responsibility for maintenance and repair of items in the Equipment and Elements Inventories in Appendices 4 and 5 of Annex 1 of the Station Specific Annexes. We proposed to include the same provisions in the General Approval for depots but decided to modify our proposal in response to concerns raised by consultees about a possible divergence in the split of responsibility for maintenance and repair; please see paragraphs 4.6 to 4.9 for further information. Similar concerns were raised by the Department for Transport with regard to stations, which we have considered in tandem with those raised on depots.
- 6.2. The Department for Transport questioned whether the ability to amend the responsibility for maintenance and repair under the General Approval for stations was appropriate, given that the Department is currently looking to establish a template baseline of asset management responsibilities for stations with the intention of driving consistency and best asset management practice across the stations estate. The Department suggested that amendments to the allocation of responsibility for maintenance and repair of station assets should no longer be permitted under the General Approval for stations, but instead should require ORR's specific approval.

### ORR's comments

- 6.3 We agree that it is important to ensure consistency of responsibility for maintenance and repair of assets across stations, and can see the value in amending the General Approval for stations to help in this regard. In keeping with our slightly modified proposals on depots, we will make some minor changes to the General Approval for stations. This includes disapplying the General Approval for stations where the allocation of the responsibility for maintenance and repair of existing items in the Equipment and Elements Inventories is amended. In addition, a revision to the description of existing entries in the "Description" column will be allowed, but only where such revision is designed to update the description of an existing asset. The General Approval will not apply where entirely new items are added to the Inventory. In relation to the Equipment Inventory alterations from "No" to "Yes" in the "Present at Station" column and an increase in the figure in the "Quantity" column will continue to be permitted in accordance with the General Approval.
- 6.4 These changes will mean that the addition of entirely new items to the Inventories will require our specific approval, as will amendments to the responsibility for maintenance and repair. When considering our specific approval we will refer to the DfT's baseline of asset responsibility, once it is published. In our experience we have not encountered many of these amendments, so we do not consider that this change will result in a significant increase in the number of requests for specific approval.
- 6.5 Though these changes will mean that some amendments currently allowed under the General Approval (Stations) 2013 will no longer be permitted under the General Approval for stations (2017), we consider that the benefits from this change outweigh the disbenefits. Linking our General Approval to the Department's developing policies on stations will aid consistency across the industry and will help drive asset management

best practice at stations. As this change to the General Approval for stations departs from our established policy we will keep its impact on the industry under review.

## 7. Other comments and suggestions from respondents

7.1 Some respondents suggested additional changes to the General Approvals and to the model contracts for us to consider. These include:

- (a) permitting the addition of items to Annex 9 of the National Station Access Conditions or Annex 8 of the Independent Station Access Conditions, to record the ownership of assets which are owned by a beneficiary at a station, and which are not considered to be station/franchise assets. Such assets include ticket vending machines, fixed poster sites, electronic poster boards and smart columns.
- (b) the addition of Controlled Emission Toilet (CET) services as a new schedule in the model depot access agreements; and
- (c) highlighting optional text and square brackets in the model contracts for ease of reference.

7.2 Some respondents sought clarification on whether the following amendments are allowed under the General Approvals :

- (a) including pricing for Exclusive and Common services in a new Station Access Agreement;
- (b) correcting historically incorrect items in the Annexes; and
- (c) whether equipment rent charges at depots could be raised.

### ORR's comments

7.3 In response to each additional change listed in 7.1 (a) to (c) above:

- (a) We have seen a number of amendments to Annex 9 or Annex 8 to record ownership of assets. On balance, we consider that we should not include such amendments in the General Approval for Stations. Our reason for this is to ensure such bespoke clauses are consistent and accurate for each station and we can achieve this by requiring our specific approval for such amendments. We will keep this proposal under review and will revisit at a later date if necessary.
- (b) Controlled Emission Toilet (CET) services at depots have become more prevalent since our model agreements were originally created and we have seen a schedule for this service inserted into agreements on a number of occasions. We agree that this is a useful addition to our model contract, and will insert a new schedule into our model Depot Access Agreements.
- (c) We agree that highlighting optional text and square brackets would make filling in the model contracts easier, and we will make this change to our model contracts.

7.4 In response to the queries listed in 7.2 (a) to (c) above:

- (a) Pricing for Exclusive and Common services are distinct. Charges for Common Station Services are paid through the Qualifying Expenditure (QX) charge. This

charge is not regulated by ORR; the General Approval for stations is not, therefore, applicable in this instance. With regard to pricing for Exclusive Services in Schedule 2 or Schedule Part 2 or in the Station Supplement it is not clear from the current wording whether the General Approval is applicable. We will therefore update the model contracts to clarify the link to the General Approval by stating that parties may include the specification of these services and charges, where applicable.

- (b) Historically incorrect items can be corrected in the Annexes, providing that the necessary Conditions Change Proposal has been undertaken. Any resulting change to the Annexes will require ORR's approval. Whether that approval is via the General Approval will depend on the nature of the amendment(s). Where the General Approval doesn't apply, ORR's specific approval may be sought.
- (c) The equipment rent charges are contained within the depot lease, which is not regulated by ORR. The General Approval for depots would not, therefore, be applicable.



## 8. Additional amendments

8.1 Following the issue of our consultation and in considering the responses to the consultation we are making a number of other minor changes to either our model contracts or the General Approvals. We are making these changes without further consultation as we do not consider them to be significant. They are:

<b>Amendment</b>	<b>Location</b>
Updating Network Rail Infrastructure Limited's registered address in the template collateral agreement.	Template collateral agreement, Annex 8.
Update to clause 6.1.3 'Term' to make reference to the Department of Transport's transfer scheme and to novation, to ensure that agreements survive being transferred or novated.	Both model depot access agreements.
Both General Approvals 2013 contained a restriction on modifications which override or redefine the meaning of any term of an agreement, unless it has been specifically approved by the ORR. This was omitted from the proposed General Approvals included in our consultation. This restriction is reinserted as an added safeguard.	Both General Approvals.
We have strengthened the definition of "Station Access Conditions" to require our prior endorsement of any other Conditions before incorporation in an approved access agreement. For consistency, we will include the same requirement for depots.	Both General Approvals.
Modernising the methods of contact available in the model contracts, by removing provision for fax numbers and replacing this with a blank space to enter appropriate contact details.	Schedule 2, or Schedule 2 of the Station Supplement (as applicable), in each of the stations and depot model contracts.