

# A GUIDE TO PARTS B AND C OF THE NATIONAL STATION ACCESS CONDITIONS



**A GUIDE TO PARTS B AND C OF THE  
NATIONAL STATION ACCESS CONDITIONS**

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Burgess Salmon Solicitors

2002

## Burges Salmon

Burges Salmon has been heavily involved with the rail industry since 1994 so the firm is one of the most experienced legal practices dealing with this sector in the United Kingdom. Our expertise has three essential features:

- A real understanding: having played an active role in the development of the regulated access regimes for track, stations and light maintenance depots.
- A practical approach: gained from working extensively alongside train operators and other parties representing a broad spectrum of the industry through periods of fundamental change.
- An unparalleled breadth: stemming from experience of acting on operational rail matters for both passenger and freight operators, bidders for first and second generation franchises, and industry bodies such as ATOC.

First appointed by InterCity Great Western in April 1994, Burges Salmon acted for Great Western Trains and West Anglia Great Northern Railway throughout the privatisation and first franchising processes. The firm also advised the British Railways Board (and a number of its operating subsidiaries), on the development and implementation of the track, station and light maintenance depot access arrangements.

During the first franchising process, the firm advised three separate bidders for passenger rail franchises (two of whom were successful) on bids relating to a dozen separate franchises. Our advice to bidders for second generation franchises has included submission of Best And Final Offers for the South West Trains and TransPennine Express franchises.

Burges Salmon's continuing role on operational rail issues has included detailed advice in relation to the Rail Regulator's 2001 Charging Review, extensive dealings with the SRA and an ongoing involvement with ATOC in revising a number of industry arrangements relating to safety and engineering issues.

If you would like further information about any of the firm's services or to discuss how we might help you, please contact:

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The information in this publication is stated as at 1 January 2002.

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## Preface

The template documentation for regulated station access, developed at the time of the privatisation by the Station Operators' Group, has now been in use for over five years. During that time industry parties have, no doubt, become gradually more familiar with the provisions of the various documents. Certain areas, especially parts of the National Station Access Conditions, have such a direct relevance to the day to day operation of stations that those charged with responsibility for station access issues will, of necessity, have spent long hours fathoming their intricacies in order to ensure proper compliance.

Two sections of the National Station Access Conditions stand out in particular, Part D Works, Repairs and Maintenance (currently the subject of review by the Regulator) and Part C Changes to Common Station Amenities and Common Station Services. This handbook looks at the provisions of Part C, together with those of its close relative Part B Modifications to the Station Access Conditions.

We hope that by making available Burges Salmon's experience of station change issues in a way which is as accessible and user-friendly as possible all may benefit from a better and wider understanding of the issues which may, in time, lead to a more standardised industry approach.

Inevitably, there are points of detail which a work of this size cannot hope to address and, as always with documents as complex as those dealing with regulated station access, issues will still arise which can only be resolved in the light of more detailed analysis and, where appropriate, professional advice.

A sister volume covering the same issues as they apply to depot access is also available.

**Burges Salmon**

**January 2002**

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# A GUIDE TO PARTS B AND C OF THE NATIONAL STATION ACCESS CONDITIONS

## Introduction

### Some basics explained

A station is any land, building or structure used for the purposes of, or in connection with, a railway passenger station or terminal, whether or not it is also used for other purposes. With one or two exceptions, all stations in Great Britain are owned by Railtrack. A limited number of major stations (most London termini and some major regional stations) are operated by Railtrack, whilst each other station is leased to a train operating company (usually the largest user of that station) who, in turn, grants access to other train operators wishing to use that station. At the major stations which Railtrack operates, Railtrack grants access to train operators wanting to use those stations.

Under the Railways Act 1993 the lease of a station is not subject to the provisions of sections 17 and 18 of the Act and is, therefore, not "regulated". By contrast, any contract under which a person obtains permission from the station facility owner to use that station for or in connection with the operation of trains is subject to regulation.

At the time of privatisation standard form documents were developed for the lease of a station by Railtrack to a train operating company (here referred to as the Station Lease) and for the regulated contract granting permission to use that station between the station operator, or Station Facility Owner, and another User (here referred to as a Station Access Agreement). A third standard form template was also developed which created a separate contractual relationship between Railtrack as the owner and landlord of the station and each User (here referred to as a Collateral Agreement). Since the Collateral Agreement does not, of itself, grant permission to use the station but simply establishes a contractual relationship between Railtrack and the User, like the Station Lease, a Collateral Agreement is not subject to the provisions of sections 17 and 18 of the 1993 Act and is, therefore, not "regulated".

It was recognised from an early stage that there would be a number of common provisions in each of these three documents so a separate standard form document was created, known as the Station Access Conditions, which are incorporated by reference into the Station Lease, each Station Access Agreement and each Collateral Agreement. The Station Access Conditions are in two parts, the first a set of conditions which are the same for all stations across the network, titled the National Station Access Conditions 1996 (England and Wales) (there is also a Scottish equivalent) and the second, a set of Annexes to those conditions, which follow a standard format but are customised for each station and are known as the Station Specific Annexes.

In this Guide and the accompanying documents words and expressions which have been given particular meanings in the Station Lease, the Station Access Agreement, the Collateral Agreement, the National Station Access Conditions or the Station Specific Annexes, are used with those meanings. When we refer to the National Station Access Conditions, or NSACs,

we are referring to the National Station Access Conditions 1996 (England and Wales), or their Scottish equivalent, whilst a reference to the Station Specific Annexes means the particular Annexes applicable to the station in question. A reference to the Station Access Conditions is a reference to the composite document comprising the NSACs and the relevant Station Specific Annexes for that station.

Having established our nomenclature we are now ready to look at the detail of the two change mechanisms.

### **Which procedure applies and when?**

#### ***What are the change mechanisms and what is their purpose?***

The National Station Access Conditions contain two change mechanisms. Part B sets out two procedures by which the wording of the Station Access Conditions may be changed, the first allowing the Station Facility Owner (SFO), Users and Railtrack to bring about change, the second enabling the Regulator to compel change. Part C provides a procedure to control the carrying out of physical changes to the station.

#### ***Do the procedures apply separately or together?***

It may be thought that as Part B relates to changes to the Station Access Conditions whilst Part C relates to physical changes to the station facility the two would apply wholly independently from each other. However, it is often the case that a physical change to the station also necessitates changes to the text of the documents, in which case the Part B and Part C procedures may both apply.

Condition C5.1 says that consequential amendments to Station Access Agreements can be approved as part of the approval process under Part C (Form C5.1 Amend. Ag.). This suggests that there is no need to carry out a Conditions Change Proposal under Part B as a separate exercise. Take care, however, because Condition C5.1 only validates consequential amendments to Station Access Agreements. If you only want to change the Station Access Conditions (either the NSACs or the relevant Station Specific Annexes) as they apply in the Station Access Agreement, Condition C5.1 can be safely relied upon. However, in almost all cases it will be desirable to change the Station Access Conditions as they apply in all the documents into which they have been incorporated (the Station Lease, each Station Access Agreement and each Collateral Agreement). In that case Condition C5.1 will not do the job as that will only change them as they apply in the Station Access Agreement. To change them as they apply in all the documents it is necessary to run concurrent Part B and Part C procedures.

#### ***Precisely when does the Part B procedure apply?***

The Part B procedure applies whenever there is a proposal to change the text of the Station Access Conditions, be it the NSACs or the relevant Station Specific Annexes. The Station Access Conditions are incorporated by reference into the Station Lease, each Station Access Agreement and, to a limited extent, each Collateral Agreement. Implementation of a Conditions Change Proposal in accordance with the procedure in Part B will change the text of the Station Access Conditions as it applies in all these documents.

If the desire is to change the text of the Station Lease, a Station Access Agreement or a Collateral Agreement in some part of the document other than the Station Access Conditions, this cannot be done using the Part B procedure. The procedure which should then be used depends upon the document. If the change is to the text of a regulated Station Access Agreement, section 22 of the 1993 Act applies so the change should be documented in a supplemental agreement to that Station Access Agreement which will require the approval of the Regulator, either specifically, or through a General Approval. If the change is to the text of the Station Lease or a Collateral Agreement, since neither document is regulated, the change is not covered by section 22 so it can be effected by a supplemental agreement without the need for the Regulator's approval.

***Precisely when does the Part C procedure apply?***

The Part C procedure applies to any proposal which amounts to a Proposal for Change. Aside from a Railtrack Change Proposal, the NSAC's define two types of Proposal for Change: Material Change Proposals and Major Change Proposals, the latter being an extension of the former. Since the permission to use the station granted by a Station Access Agreement is essentially a permission to use the Common Station Amenities and to receive the benefit of the Common Station Services, the definition of a Material Change Proposal is designed principally to control changes to those amenities and services. Thus, the first limb of the definition is a proposal which, if implemented, would be likely: to change materially the condition (or working order) standard or quantum of the Common Station Amenities or Common Station Services (other than in accordance with the provisions of Parts D (Works, Repairs and Maintenance) or Part M (Environmental Protection)); or to designate (or dedesignate) any amenity or service as a Common Station Amenity or Common Station Service; or to alter the periods during which the whole or any part of the station is open to the public or to any User or its Associates, other than in accordance with the provisions of Part D. (The definition also includes the entering into any agreement or other arrangement the purpose or effect of which involves, or is likely to involve, any of the matters described above.)

Next the Material Change Proposal definition encompasses any proposal to relocate a Core Facility and concludes with any proposal to enter into an agreement or other arrangement (or vary any existing agreement or arrangement) so as to result, or so as to be likely to result, in a Relevant Restriction, that is any material restriction, limitation or other impairment of the SFO's right to quiet use and enjoyment of the station, or a User's permission to use the station.

Thus, the focus is on the effect that a proposal has, or may have, on the Common Station Amenities or the Common Station Services and certain related matters. Many proposed changes will not have the effect, or the degree of effect, prescribed by the definition and will not, therefore, be subject to the Part C procedure.

A Material Change Proposal becomes a Major Change Proposal if the circumstances are such that, if implemented, it would, whether in its implementation or after its completion, be also likely materially to affect the operation of trains to or from the station; or the ability of a Relevant Operator's Associates to pass to or from that operator's trains which stop at the station; or the operation of the station. As we will see, the standard Part C procedure is occasionally varied where the Proposal for Change amounts to a Major Change Proposal.

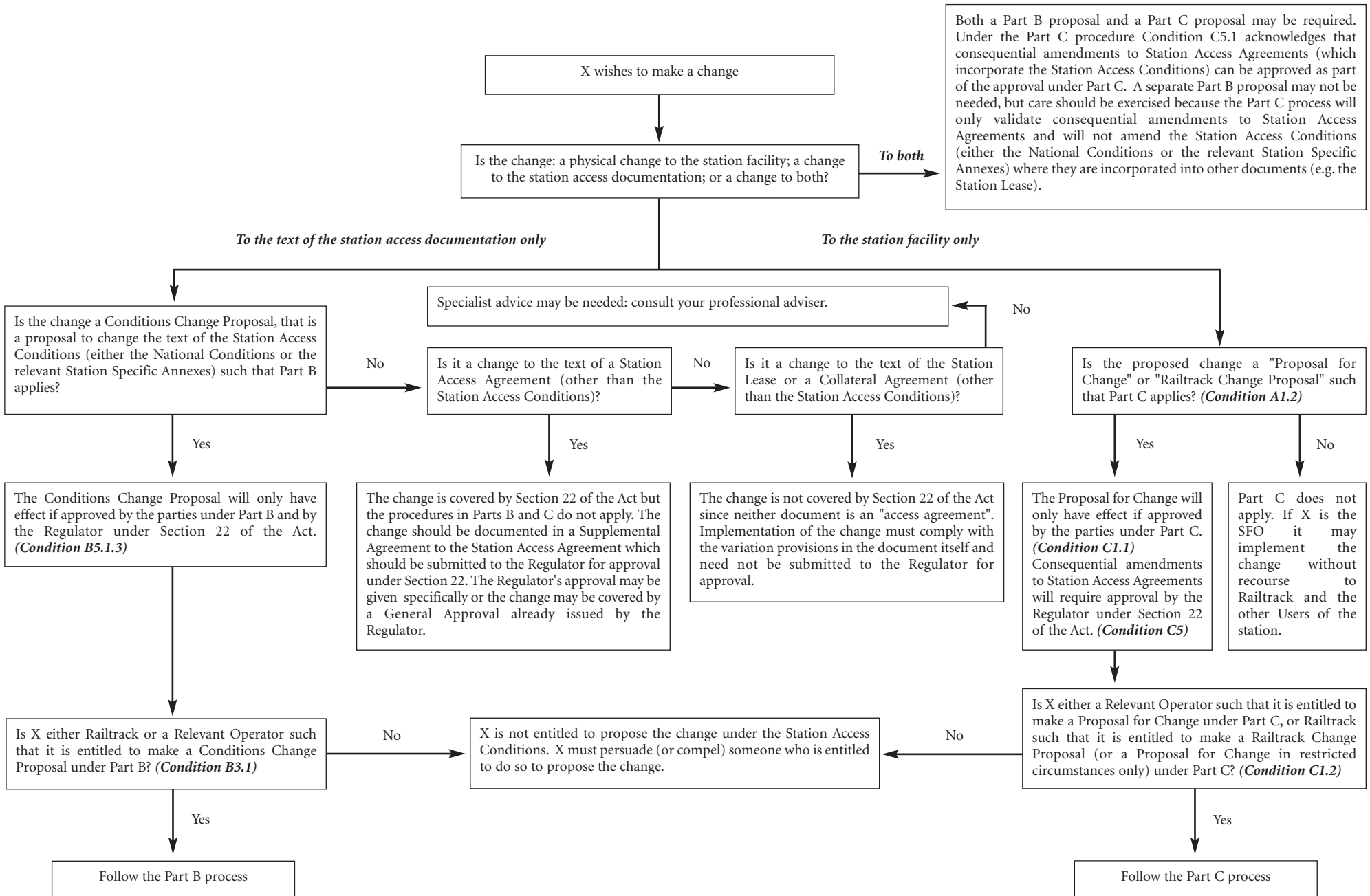
A Railtrack Change Proposal is defined in similar terms to Material and Major Change Proposals but includes the additional aspect that the change is caused by the desire to carry out works of construction, development or refurbishment at the station.

***Is anything exempt from the Part C procedure?***

Even if a proposal falls within the definition of a Proposal for Change, if the action is required to fulfil an obligation imposed by the Station Access Conditions which expressly states that compliance with Part C is not required; or is carried out pursuant to the SFO's rights to restrict, suspend or alter any permission to use the station under Conditions D1 and D2.1 and the relevant condition does not expressly require compliance with Part C; or is specifically exempted from Part C by the provisions of Part G (e.g. Condition G8.5), that action can be carried out without the need to comply with the Part C procedure.

Proposals for Change required as a result of a Change of Law or any Direction of any Competent Authority (other than the Regulator or Industry Committee) may also be implemented without complying with the full Part C procedure, provided that the SFO (or Railtrack as appropriate) complies with more limited requirements to give details of the change and to invite representations on it (Form C9).

# Which procedure applies and when?



## Part B

### The procedure explained

#### ***Who can make a Conditions Change Proposal?***

Only the SFO, a User or Railtrack may make a Conditions Change Proposal. If the sponsor of the Conditions Change Proposal is not one of these parties (e.g. a lessee of operational accommodation at the station or the occupant of a retail unit) it would have to persuade the SFO, a User or Railtrack to propose the change on its behalf.

#### ***How does one make a Conditions Change Proposal?***

The requirements for a Conditions Change Proposal are set out in Condition B3.1 (Form B3.1).

#### ***Can a Conditions Change Proposal be amended?***

A proposal can be amended (Form B3.4), but if it is materially modified the SFO must treat it as a new Conditions Change Proposal and the Part B process must be recommenced.

#### ***What must the SFO do on making, or receiving, a Conditions Change Proposal?***

The SFO manages the consultation and approval process. On receipt of a Conditions Change Proposal from a User or Railtrack, the SFO may make any reasonable request for clarification (Form B3.5) (and shall do so if so requested by any User, Railtrack or the Strategic Rail Authority (Form B4.2)) before it then publicises the proposal to relevant parties (Form B3.2.1), prescribing a Consultation Period within which those parties may submit written representations (Form B3.2.2).

#### ***Are costs and expenses incurred in considering Conditions Change Proposals reimbursed?***

Unlike the Part C procedure, the Part B procedure does not entitle consultees to be reimbursed for their costs incurred in evaluating and responding to a Conditions Change Proposal.

#### ***How is a Conditions Change Proposal approved?***

Following the end of the Consultation Period the SFO must convene a Station Meeting to consider the Conditions Change Proposal (Form B3.3) and must recirculate relevant paperwork, including copies of any written representations the SFO has received in relation to that proposal.

A Conditions Change Proposal is approved if either there is a unanimous decision in writing by all Relevant Operators (Form B1.2.6), or the Requisite Majority vote in favour of it at the relevant Station Meeting. The failure of a Relevant Operator to vote is deemed to be a vote in favour. The Requisite Majority means passenger service operators whose vehicle departures from the station, as at the relevant date, expressed as a percentage of the total departures, are at least equal to the percentage specified in paragraph 4 of Annex 9 of the Station Specific Annexes.

#### ***What is the position of Railtrack?***

Since it is not a passenger service operator, Railtrack has no vote. Instead it can object to a

Conditions Change Proposal where its implementation is likely to have a material and adverse effect on its interest in the station. To do so Railtrack must notify the SFO of the exercise of its veto before the end of the Consultation Period (Form B4.1.2). Note, Railtrack can only veto Conditions Change Proposals that would otherwise be approved, it has no ability to overturn a decision to reject a Conditions Change Proposal.

***What is the position of freight operators?***

Although they qualify as a User and so can make a Conditions Change Proposal, are involved in the consultation process and are entitled to attend and speak at the relevant Station Meeting, like Railtrack, non-passenger operators have no vote. However, unlike Railtrack, they have no veto right, so their only protection derives from the fact that changes which have been approved by the SFO and the other passenger operators still need the Regulator's approval before they become effective.

***Can one appeal against Railtrack's exercise of its veto?***

If Railtrack exercises its veto, the SFO or any User (which includes both passenger and freight operators) can appeal to the Regulator.

***How does one appeal if Railtrack exercises its veto right?***

Notice of appeal must be given to the Regulator, Railtrack, the SFO and each other User within 35 days after the exercise of the Railtrack veto (Form B8.2). The notice must give the reasons why the appellant considers that the Railtrack veto should not have effect.

***How does the Regulator determine the matter?***

Unlike the Part C procedure, there is very little direction for the Regulator as to how he must determine any matter referred to him. As with other matters, he will act principally in accordance with the duties placed on him by section 4 of the 1993 Act.

In addition, the Regulator may decline to determine the appeal if he believes it should not proceed, including on the grounds that the matter in question is not of sufficient importance to the industry; the reference to him is frivolous or vexatious; or the appellant is acting in bad faith. The Regulator's determination is final and binding on all parties and cannot be further appealed.

***Can one appeal against the decision at a Station Meeting to approve or reject a Conditions Change Proposal?***

Unlike Part C which contains a mechanism allowing an appeal to the Regulator against the approval or rejection of a Proposal for Change, Part B has no such provision. Nor on the face of the Conditions is there any equivalent of the Part C mechanism of providing Financial Undertakings to "buy" the desired decision. However, the absence of express provisions to that effect does not prevent that tactic being employed.

Railtrack does, of course, have a type of appeal right in the form of its veto, but as we have seen, this must be exercised before the end of the Consultation Period not after the outcome of the Station Meeting.

***What should the SFO do following the approval or rejection of a Conditions Change Proposal?***

If the Conditions Change Proposal is rejected, nothing further need be done. If it is approved, as soon as reasonably practicable the SFO should submit details to the Regulator seeking his approval (Form B5.1.1). Once the Regulator's decision is received the SFO should communicate that decision to all relevant parties (Form B5.1.4 or B5.2 as appropriate) within 14 days.

Where the Regulator approves the Conditions Change Proposal, Condition B5.1.4 says that the SFO should notify "all those entitled to attend a Station Meeting". Strictly speaking this includes the relevant parties' professional advisers. This is clearly impractical as their identity may not even be known by the SFO and has to be considered a drafting error.

Where the Regulator rejects the Conditions Change Proposal, Condition B5.2 says that the SFO should notify the sponsor of the proposal and all other Relevant Operators and Railtrack. Oddly this excludes the Strategic Rail Authority and the HSE who will have received a copy of the original proposal under Condition B3.2.

***What else must the SFO do?***

The SFO must notify any change made in accordance with Part B (other than changes imposed by the Regulator under Condition B6) to all Users, Railtrack, the Health & Safety Executive, the Regulator and the Strategic Rail Authority (Form B7.1). Before the change becomes effective the SFO should also issue to all Users, Railtrack, the Regulator and the Strategic Rail Authority, a revised version of the Station Access Conditions incorporating the change (Form B7.2).

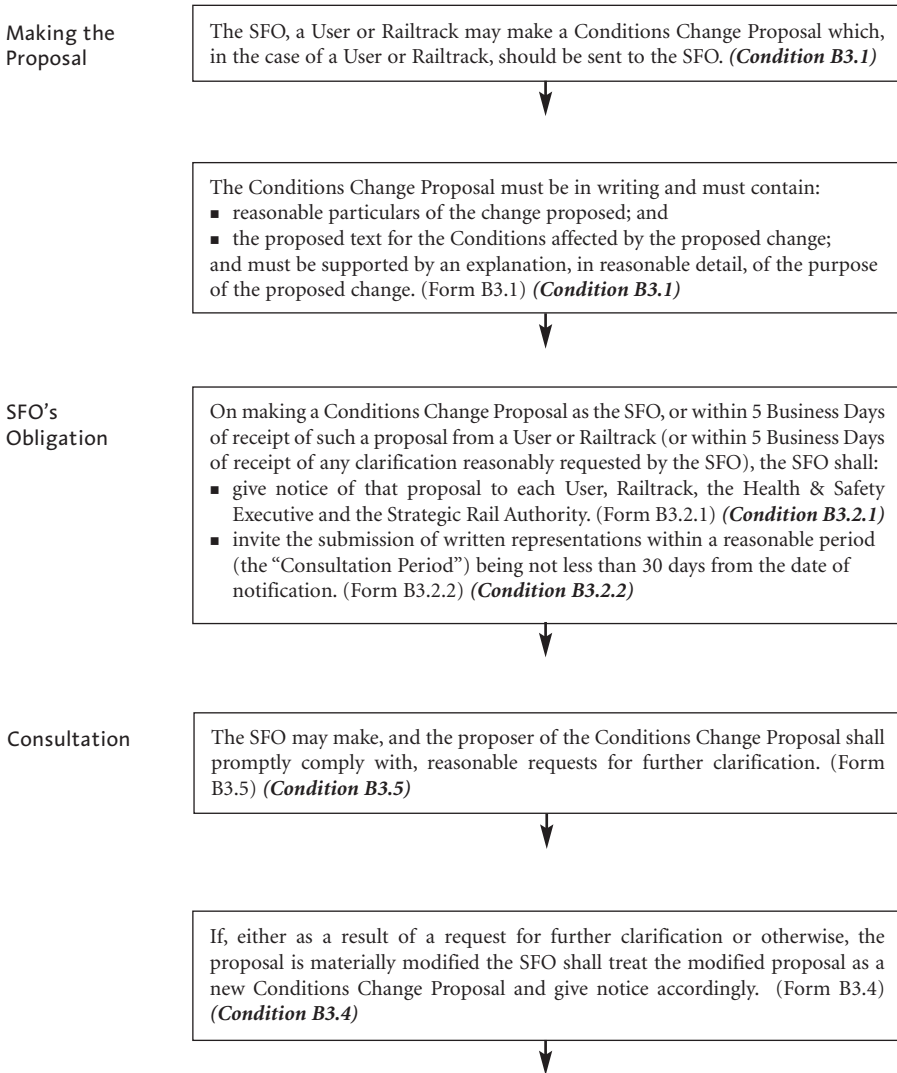
Details of the Conditions Change Proposal must also be placed on the Station Register.

***When does the Conditions Change Proposal become effective?***

Save as specifically provided in Condition B6 for changes imposed by the Regulator under that Condition, a Conditions Change Proposal will take effect 21 days after the date of the SFO's notification to the prescribed parties under Condition B7.1.

## Part B – Modifications to the Station Access Conditions

All Conditions Change Proposals must comply with the following procedure:



Railtrack may object to a Conditions Change Proposal where its implementation is likely to have a material and adverse effect on Railtrack's interest in the station, but must notify the SFO of the exercise of its veto before the end of the Consultation Period. (Form B4.1.2) (**Condition B4.1.2**)



Getting Approval

Following the end of the Consultation Period, the SFO shall:

- within 5 Business Days convene a Station Meeting in accordance with Condition B.1.1.1(b); (Form B3.3) (**Condition B3.3.1**) and
- at least 5 Business Days before the date of that Station Meeting supply a further copy of the Conditions Change Proposal to each previous recipient together with copies of all written representations that have been received and, if the person making the proposal consents, any modification to that Conditions Change Proposal which has not required the recommencement of the Consultation Period under Condition B3.4. (Form B3.3) (**Condition B3.3.2**)



A Conditions Change Proposal is approved only if either:

- the Requisite Majority vote in favour at the relevant Station Meeting (the failure of a Relevant Operator to vote is deemed to be a vote in favour; or
- it is approved by a unanimous decision in writing under Condition B1.2.6; (Form B1.2.6) (**Condition B4.1.1**)

and in either case Railtrack has not exercised its veto right within the Consultation Period. (Form B4.1.2) (**Condition B4.1.2**)



Appeal Procedures

If Railtrack exercises its veto, any Relevant Operator may appeal by giving notice of appeal (containing the reasons why the Relevant Operator believes the Railtrack veto should not have effect and requesting the Regulator to determine the matter) to the Regulator, Railtrack and each other Relevant Operator within 35 days after the exercise of the Railtrack veto. (Form B8.2) (**Conditions B8.1 and B8.2**)



Railtrack and the Relevant Operators shall use their respective reasonable endeavours to furnish the Regulator with sufficient information to dispose of the appeal. (**Condition B8.4**) The Regulator's determination of the appeal shall be final and binding on Railtrack and each Relevant Operator. (**Condition B8.7**)



Approval/  
Rejection by the  
Regulator

The SFO shall, as soon as reasonably practicable after approval of a Conditions Change Proposal, submit the proposal to the Regulator together with a written memorandum containing the prescribed information. (Form B5.1.1) (**Condition B5.1.1**)



The Regulator's approval may be given specifically or the change may be covered by a General Approval already issued by the Regulator. If the Regulator approves the proposal the SFO shall notify Railtrack, all Relevant Operators, the Strategic Rail Authority and their professional advisers within 14 days of receipt of the Regulator's notice of approval. (Form B5.1.4) (**Condition B5.1.4**) If the Regulator rejects the Conditions Change Proposal the SFO shall, as soon as reasonably practicable, notify the proposer of the change of its rejection and shall notify all other Relevant Operators and Railtrack of that decision within 14 days of the receipt of the Regulator's notice of rejection. (Form B5.2) (**Condition B5.2**)



The SFO shall notify any change made under Part B (excluding modifications imposed by the Regulator under Condition B6) to all Users, Railtrack, the Health & Safety Executive, the Regulator and the Strategic Rail Authority (Form B7.1) (**Condition B7.1**) and following approval of the change by the Regulator the SFO shall, as soon as reasonably practicable, and in any event before the change becomes effective, issue a revised version of the Station Access Conditions incorporating the change to all Users, Railtrack, the Regulator and the Strategic Rail Authority. (Form B7.2) (**Condition B7.2**)



Updating the  
Station Register

Details of the Conditions Change Proposal, as required by Condition I2.1.3, should be placed on the Station Register. (**Condition I2.1.3**)



Implementation

The Conditions Change Proposal will take effect 21 days from the date of the SFO's notification under Condition B7.1. (**Condition B7.1**)

## Part B - Pro Forma documents

This section contains a series of standard forms which should assist when complying with the requirements of Part B. When used each form will require careful customisation to meet the particular circumstances of the case. Ordinary text in square brackets shows where a choice needs to be made between alternative texts provided whilst italic text in square brackets indicates the nature of the further customisation required.

The table below sets out a complete list of the Forms provided, each of which is cross-referred in the Guide to Part B and the Part B Flowchart where appropriate. If any other form is needed it should be capable of being created using one of the Forms provided as a starting point.

Form	Purpose
B1.1.1R	Notice requisitioning a Station Meeting
B1.1.1N	Notice convening a Station Meeting
B1.2.6	Unanimous decision(s) of all Relevant Operators
B1.2.7A	Notice of the [appointment/removal] of an Alternate
B1.2.7CR	Notice of the [appointment/removal] of a Corporate Representative
B2.2	Details of all Users
B2.3	Minutes of a Station Meeting
B3.1	Proposal of a Conditions Change Proposal
B3.2.1	Notice of a Conditions Change Proposal
B3.2.2	Representations on a Conditions Change Proposal
B3.3	Notice of a Station Meeting to consider a Conditions Change Proposal
B3.4	Notice of modification to a Conditions Change Proposal
B3.5	Request for further clarification of a Conditions Change Proposal
B4.1.2	Notice of objection by Railtrack to a Conditions Change Proposal
B4.2	Notice requiring further consultation on a Conditions Change Proposal
B5.1.1	Submission of an approved Conditions Change Proposal to the Regulator
B5.1.4	Notice of approval by the Regulator of a Conditions Change Proposal
B5.2	Notice of rejection by the Regulator of a Conditions Change Proposal
B7.1	Notice of changes to the Station Access Conditions made by a Conditions Change Proposal
B7.2	Revised Station Access Conditions resulting from changes made by a Conditions Change Proposal
B8.2	Notice of appeal against the exercise of the Railtrack veto in relation to a Conditions Change Proposal

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Notice requisitioning a Station Meeting**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [User/Railtrack PLC]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

Please convene a Station Meeting for the following purpose[s]:

[Set out the purpose[s] of the meeting].

.....  
Signed for and on behalf of  
[User/Railtrack PLC]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Notice convening a Station Meeting**

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

Strategic Rail Authority  
55 Victoria Street  
London  
SW1H 0EU

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

A Station Meeting will be held at [address] on [date, being not less than 14 and not more than 28 days after the date of this notice] at [time] am/pm for the following purpose[s]:

[Set out the purpose[s] of the meeting].

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Unanimous decision[s] of all Relevant Operators**

**Date:** [date]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in [this/these] decision[s].

We, the undersigned, being all the Relevant Operators at [name of station] Station hereby make the following decision[s]:

[Set out the decision[s]].

.....  
Signed for and on behalf of  
[Station Facility Owner]

.....  
Signed for and on behalf of  
[User]

.....  
Signed for and on behalf of  
[User]

.....  
Signed for and on behalf of  
[User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Notice of the [appointment/removal] of an Alternate**

**Date:** [date]

**To:** [Railtrack PLC] [Station Facility Owner]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Person entitled to attend Station Meeting]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

With effect from [date] I [appoint/remove] [name] as my alternate for the purposes of the Station Access Conditions.

.....  
Signed by  
[Person entitled to attend Station Meeting]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Notice of the [appointment/removal] of a Corporate Representative**

**Date:** [date]

**To:** [Railtrack PLC] [Station Facility Owner]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Railtrack PLC/Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

With effect from [date] we [appoint/remove] [name] as our Corporate Representative for the purposes of the Station Access Conditions.

.....  
Signed for and on behalf of  
[Railtrack PLC/Station Facility Owner/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

---

**Details of all Users**

**Date:** [date]

**To:** [User/Railtrack PLC]  
[address]

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

The following comprise all the current Users:

[Set out names and addresses of all Users].

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Minutes of a Station Meeting held at [address] on [date] at [time] am/pm**

Present: [name] representing the Station Facility Owner ("Chairman")  
[name] representing Railtrack Plc  
[name] representing [User]  
[name] representing [User]  
[name] representing the Strategic Rail Authority

In attendance: [name] [professional adviser to [name]]

**1 Introduction**

1.1 Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in these minutes.

1.2 The Chairman having confirmed that notice had been given to all those entitled to receive it, the meeting proceeded to business.

1.3 The meeting had been called for the purposes of [set out the purpose(s) of the meeting].

**2 Minutes of last meeting**

2.1 The minutes of the last meeting were discussed and approved [without modification] [with the following modification[s]:

[Set out any modification[s]].

**3 Business of meeting**

3.1 [Minute the business of the meeting].

**4 Conclusion**

4.1 There being no further business the Chairman declared the meeting closed.

.....  
Signed for an on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Proposal of a Conditions Change Proposal**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [User/Railtrack PLC]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this proposal.

We propose the following Conditions Change Proposal and request that you give notice of it as required by Condition B3.2.

**Purpose of change[s]:** [Give reasonable particulars of the change[s] proposed and an explanation in reasonable detail of the purpose of the proposed change[s]].  
(Conditions B3.1.2 and B3.1.4)

**Change[s]:** The change[s] proposed [is/are]:  
(Conditions B3.1.2 and B3.1.3)

**Condition** [Condition to be amended] **Change** [Set out in full any text to be deleted and any text to be inserted].

.....  
Signed for and on behalf of  
[User/Railtrack PLC]

**[Name of station] Station Access Conditions****ORR References:** [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***Notice of Conditions Change Proposal No. [number]****Date:** [date]**To:** Railtrack PLC [User]  
[address] [address][User] [User]  
[address] [address]Strategic Rail Authority Health & Safety Executive  
55 Victoria Street [address]  
London  
SW1H 0EU**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this Conditions Change Proposal.

We hereby give notice of a Conditions Change Proposal relating to [name of station] Station which is made by [proposer's name].

**Purpose of change[s]:** [Give reasonable particulars of the change[s] proposed and an explanation in reasonable detail of the purpose of the proposed change[s]].  
(Conditions B3.1.2 and B3.1.4)

**Change[s]:** The change[s] proposed [is/are]:  
(Conditions B.3.1.2 and B3.1.3)

**Condition** [Condition to be amended] **Change** [Set out in full the text to be deleted and the text to be inserted].

You may make written representations on this Conditions Change Proposal at any time up to [specify the number of days - minimum 30] days from the date of this Conditions Change Proposal.

If you approve this Conditions Change Proposal, please sign the enclosed copy of it and return it to the Station Facility Owner at the above address.

.....  
Signed for and on behalf of  
[*Station Facility Owner*]

[*For addressees other than Railtrack*]

We acknowledge receipt of the Conditions Change Proposal of which this is a copy and irrevocably confirm that we approve it.

.....  
Signed for and on behalf of  
[*Addressee*]

[*For Railtrack only*]

We irrevocably confirm that implementation of this Conditions Change Proposal is not likely to have a material and adverse effect on our interest in relation to the Station and we irrevocably confirm that we have no objection to it.

.....  
Signed for and on behalf of  
Railtrack PLC

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Representations on Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [User/Railtrack PLC/Strategic Rail Authority/Health & Safety Executive]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in these representations.

We set out below our representations on Conditions Change Proposal No. [number].

<b>Condition</b>	<b>Representation[s]</b>
[Condition to be amended]	[Set out representation[s]].

.....  
Signed for and on behalf of  
[User/Railtrack PLC/Strategic Rail Authority /Health & Safety Executive]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Notice of a Station Meeting to consider Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** Railtrack PLC [User]  
 [address] [address]

[User] [User]  
 [address] [address]

Strategic Railway Authority Health & Safety Executive  
 55 Victoria Street [address]  
 London  
 SW1H 0EU

**From:** [Station Facility Owner]  
 [address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

A Station Meeting will be held at [address] on [date, being not less than 14 and not more than 28 days after the date of this notice] at [time] am/pm to consider Conditions Change Proposal No. [number] made by [proposer] on [date], a copy of which, together with copies of any representations received pursuant to Condition B3.2.2 and any modification to the original Conditions Change Proposal made by its proposer, is attached.

.....  
 Signed for and on behalf of  
 [Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Notice of modification to Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [Proposer of Conditions Change Proposal]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions shall have the same meanings in this notice.

We wish to make the modification[s] set out below to our Conditions Change Proposal No. [number].

<b>Condition</b>	<b>Modification[s]</b>
[Condition to be amended]	[Give reasonable particulars of the modification[s] proposed and an explanation in reasonable detail of the purpose of the proposed modification[s]].

.....  
Signed for and on behalf of  
[Proposer of Conditions Change Proposal]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Request for further clarification of a Conditions Change Proposal**

**Date:** [date]

**To:** [Proposer of Conditions Change Proposal]  
[address]

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this request.

Further to your Conditions Change Proposal dated [date] we require further clarification of the following:

[Set out details of the clarification required].

Please respond by [date].

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Notice of objection by Railtrack to Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** Railtrack PLC  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

Conditions Change Proposal No. [number] dated [date] is likely to have a material and adverse effect on our interest in relation to [name of station] Station and we object to it for the following reason[s]:

[Set out the reason[s]].

.....  
Signed for and on behalf of  
Railtrack PLC

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Notice requiring further consultation on Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [User/Railtrack PLC/Strategic Rail Authority]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

Please carry out further consultation in respect of Conditions Change Proposal No. [number] for the following reason[s]:

[Set out the reason[s]].

.....  
Signed for and on behalf of  
[User/Railtrack PLC/Strategic Rail Authority]

**[Name of station] Station Access Conditions****ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*****Submission of an approved Conditions Change Proposal to the Regulator****Date:** [date]**To:** The Rail Regulator  
Office of the Rail Regulator  
1 Waterhouse Square  
138-142 Holborn  
London  
EC1N 2TQ**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this submission.

On [date] Conditions Change Proposal No. [number] was approved [by a unanimous decision of all Relevant Operators under Condition B1.2.6] [at a duly convened Station Meeting]. A copy of the Conditions Change Proposal is attached which sets out the text of the changes and explains the reasons for them.

Railtrack has confirmed that [the Conditions Change Proposal is not likely to have a material and adverse effect on its interest in relation to the Station/although the Conditions Change Proposal is likely to have a material and adverse effect on its interest in relation to the Station it does not object to it].

[No objections to the Conditions Change Proposal were received from Relevant Operators.]  
[Objections to the Conditions Change Proposal were received from the following Relevant Operators for the following reason[s]:

**Relevant Operator Reason[s] for objection**

[Name] [Give reasonable particulars of the reason[s] for the objection]].

[As part of the consultation process representations were made pursuant to [Condition B3.2.2 and] [Condition B4.2] by [name[s]] of which the following have been neither accepted nor withdrawn:

**Representor Representation**

[Name] [Give reasonable particulars of the representation]].

We believe that the changes effected by the Conditions Change Proposal are [[not] covered by a General Approval] and accordingly request your confirmation that the Conditions Change Proposal is approved pursuant to section 22 of the Railways Act 1993.

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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Notice of approval by the Regulator of Conditions Change Proposal No. [number]

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

Strategic Rail Authority  
55 Victoria Street  
London  
SW1H 0EU

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

On [date] we received notice from the Regulator, pursuant to section 22 of the Railways Act 1993, of his approval of Conditions Change Proposal No. [number].

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**

**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Notice of rejection by the Regulator of Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

On [date] we received notice from the Regulator, pursuant to section 22 of the Railways Act 1993, of his rejection of Conditions Change Proposal No. [number].

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Notice of changes to the Station Access Conditions made by  
Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] The Rail Regulator  
[address] Office of the Rail Regulator  
1 Waterhouse Square  
138-142 Holborn  
London  
EC1N 2TQ

Strategic Rail Authority Health & Safety Executive  
55 Victoria Street [address]  
London  
SW1H 0EU

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

Pursuant to Conditions Change Proposal No. [number] the following changes have been made to the Station Access Conditions which shall be effective on expiry of 21 days from the date of this notice:

<b>Condition</b>	<b>Change[s]</b>
[Condition to be amended]	[Set out in full any text to be deleted and any text to be inserted].

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Revised Station Access Conditions resulting from changes made by  
Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

Strategic Rail Authority  
55 Victoria Street  
London  
SW1H 0EU

The Rail Regulator  
Office of the Rail Regulator  
1 Waterhouse Square  
138-142 Holborn  
London  
EC1N 2TQ

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

Further to our notice of changes to the Station Access Conditions effected by Conditions Change Proposal No. [number] please find enclosed a revised version of the Station Access Conditions as amended by that Conditions Change Proposal.

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Notice of appeal against the exercise of the Railtrack veto in relation to  
Conditions Change Proposal No. [number]**

**Date:** [date]

**To:** The Rail Regulator  
Office of the Rail Regulator  
1 Waterhouse Square  
138-142 Holborn  
London  
EC1N 2TQ

Railtrack PLC  
[address]

[Station Facility Owner] [User]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

On [date] Railtrack objected to Conditions Change Proposal No. [number].

We believe that the Railtrack veto should not have effect for the following reason[s]:

[Set out reason[s]].

We request the Regulator to determine the matter.

.....  
Signed for and on behalf of  
[Station Facility Owner/User]

## Part C

### The procedure explained

#### ***Who can make a Proposal for Change?***

Only the SFO, a User or Railtrack may make a Proposal for Change. If the sponsor of the Proposal for Change is not one of these parties (e.g. a lessee of operational accommodation at the station or the occupant of a retail unit) it would have to persuade the SFO, a User or Railtrack to propose the change on its behalf.

#### ***How does one make a Proposal for Change?***

The requirements for a Proposal for Change are set out in Condition C1.4 (Form C1.4). A Railtrack Change Proposal must also contain the further information required by Conditions C3.2 and C3.3 and must be accompanied by the indemnities and undertakings required by Condition C3.4. Under these conditions the extent of the information required to support a Railtrack Change Proposal differs depending on whether it is made as an Initial Proposal, a Material Variation or a Full Proposal.

#### ***Can a Proposal for Change be amended?***

The sponsor of a Proposal for Change may amend its proposal and, if it is not the SFO, resubmit it to the SFO. The SFO must then recommence the Part C procedure, provided that the Decision Period for any resubmitted Material Change Proposal shall be no longer than 15 days.

#### ***What must the SFO do on making, or receiving, a Proposal for Change?***

The SFO manages the consultation and approval process. On receipt of a Proposal for Change from a User or Railtrack, the SFO must publicise the proposal to relevant parties (Form C1.5). For all Proposals for Change this means each User and Railtrack (other than its proposer) but for Major Change Proposals or Railtrack Change Proposals, the Strategic Rail Authority and the Health & Safety Executive must also be notified.

At the same time the SFO must invite the submission of representations on the proposal within a reasonable period and prescribe a second reasonable period (of at least 45 days, but in the case of a Material Change Proposal no longer than 45 days) for the service of a Notice of Objection (Form C1.5REP). The SFO must send a copy of any representations or objections received to the sponsor of the change and every other User within 5 Business Days of receipt (Form C1.6).

In the case of a Major Change Proposal or a Railtrack Change Proposal, on request from the SFO (Form C2.2R), each Consultee must provide its preliminary response to the Proposal for Change (Form C2.2PR) within 28 days of being requested to do so.

#### ***Can one make a Proposal for Change which is not completely finalised?***

There is no mechanism in Part C for a Material Change Proposal or a Major Change Proposal to be made in stages but a Railtrack Change Proposal may proceed by way of an Initial Proposal followed by a Full Proposal. Once an Initial Proposal has been approved no party can withdraw its approval, though that approval may lapse if it is timed out under the

provisions of Condition C3.6. Where Railtrack makes its proposal in stages it may not proceed with any works falling within the definition of a Railtrack Change Proposal until a Full Proposal has been accepted in accordance with the Part C procedure.

***Are costs and expenses incurred in considering Proposals for Change reimbursed?***

A consultee is entitled to be reimbursed by the proposer of a Proposal for Change for 75% of its costs reasonably incurred in evaluating and responding to any proposal which amounts to a Major Change Proposal, or 100% of those costs if the proposal is a Railtrack Change Proposal. There is no right to reimbursement if the proposal is only a Material Change Proposal.

Each consultee must use its reasonable endeavours to minimise its costs, including by liaising with other consultees, and must incur no further costs following receipt of notice in writing from the proposer of the change (Form C2.6) that it does not wish to proceed with it. When requested (Form C2.3R) a consultee must provide a written estimate of these costs and appropriate supporting information (Form C2.3E). If requested (Form C2.4R) the proposer of the change must provide a consultee with reasonable assurances of payment of its consultation costs (Form C2.4AP).

The proposer of a change may require the SFO to exercise its rights to ask for a preliminary response and an estimate of costs from consultees (Form C2.9).

***How is a Proposal for Change approved?***

A Proposal for Change will be deemed accepted if every Relevant Operator and Railtrack (other than the proposer of the change) consents in writing to the proposal (Form C4.7). Otherwise, the means by which a Proposal for Change is approved depends in the first instance on what type of Proposal for Change it is and whether any, and if so, how many Notices of Objection are served.

A Proposal for Change (which is not a Railtrack Change Proposal) which affects any of the Common Station Amenities or Common Station Services listed in Annex 3 of the Station Specific Annexes amounts to a Unanimous Proposal and will be considered rejected if any relevant party has served a Notice of Objection unless, in the case of a Notice of Objection served by Railtrack only, the change in question would not have a material and adverse effect on Railtrack's interest in the station.

Any Proposal for Change (other than a Railtrack Change Proposal) which does not amount to a Unanimous Proposal is a Majority Proposal. A Majority Proposal will be deemed accepted unless either Notices of Objection have been served by the Requisite Majority (meaning passenger service operators whose vehicle departures from the station, as at the relevant date, expressed as a percentage of the total departures, is at least equal to the percentage specified in paragraph 4 of Annex 9 of the Station Specific Annexes); or Railtrack serves a Notice of Objection, unless the change in question would not have a material and adverse effect on Railtrack's interest in the station.

Acceptance or rejection of a Railtrack Change Proposal also differs slightly depending on its type. Where the proposal falls within paragraph (a) of the definition it will be rejected if the

SFO or a single User serves a Notice of Objection. Where it falls within paragraph (b) of the definition it will be rejected if the SFO or any single User with a proprietary interest in the relevant part of the station serves a Notice of Objection.

***Who may serve a Notice of Objection and how?***

Unfortunately, the NSACs contain conflicting provisions on this subject. Condition C1.5.3 which determines the Decision Period states that it is a period "for each User (other than the Sponsor) and Railtrack to submit a Notice of Objection." The definition of User does not include the SFO, whilst Notice of Objection is defined as a notice "given by a User or Railtrack to the Station Facility Owner" and does not contemplate such a notice being given by the SFO. However, Condition C1.5.3 clearly contemplates a Notice of Objection being given by the SFO to the Users and Railtrack whilst Condition C4.1 also clearly contemplates the SFO issuing a Notice of Objection.

Although the matter is not beyond doubt the safest assumption is that the intention is that the SFO should be able to issue a Notice of Objection in the same way as any User or Railtrack. It is interesting to note that this drafting anomaly has been corrected in the National Depot Access Conditions (December Standard).

***How does one serve a Notice of Objection?***

The first thing to say is that the Station Access Conditions do not lay down any prescribed form for a Notice of Objection (Form C4.1). However, in addition to the confusion in the NSACs as to who may serve a Notice of Objection, it is not wholly clear on whom it must be served.

Looking first in Condition C4.1, this talks in terms of Relevant Operators giving a Notice of Objection but does not state to whom that notice must be given. The definition of Notice of Objection is of a notice "given by a User or Railtrack to the Station Facility Owner". Returning to Condition C4.1.3, this states that Railtrack must give a Notice of Objection to the Relevant Operators, thus conflicting with the definition of Notice of Objection which states that in Railtrack's case it need only give a copy of its Notice of Objection to the SFO. Finally, Condition C1.5.3 further confuses. Having first suggested that only each User and Railtrack may submit a Notice of Objection (thus being consistent with the definition of Notice of Objection) it then goes on to suggest that in the case of a User or Railtrack the Notice of Objection must be given only to the Station Facility Owner, whilst in the case of the Station Facility Owner it must be given to Railtrack and each User. The additional confusion caused by Condition C1.5.3 may perhaps be ignored when one remembers that the purpose of the Condition is simply to set the time period within which Notices of Objection must be submitted!

Although it is not possible to say with certainty where this confusion leaves us, undoubtedly the safest course of action is for any party serving a Notice of Objection to send a copy to the SFO, Railtrack and each User. For the SFO the only course open to it is to send a copy to Railtrack and each User. In the case of Railtrack or each User its Notice of Objection may well be validly served if sent only to the SFO but this is not beyond doubt.

For readers who are also responsible for change issues in the depot access field there is the

small consolation that the National Depot Access Conditions are absolutely clear on each of these points, namely that the Depot Facility Owner, Railtrack or any User may serve a Notice of Objection and to do so must send a copy to each of the other parties. The safest course must be to adopt this approach for station access too.

***Can one "buy" the decision one wants?***

If one or more Relevant Operators and/or Railtrack are willing to provide Financial Undertakings to the other Relevant Operators or Railtrack, as appropriate, a Proposal for Change which will not be deemed accepted under Condition C4.1 may nonetheless be deemed accepted at the expiry of the relevant Decision Period. For these purposes Financial Undertakings essentially means a promise to pay the whole costs of carrying out the Proposal for Change including consequential costs e.g. reasonable costs, direct losses and expenses incurred by relevant parties which are directly attributable to the change, or any increase in the net cost of operating the station which is directly attributable to carrying out the change. Financial Undertakings must be on terms, and accompanied by such assurances of performance, as are reasonably acceptable to the recipient (Form C4.2).

One slight difficulty here is that any Financial Undertakings must be provided before the end of the relevant Decision Period so there may be gamesmanship where a party threatens the last minute service of a Notice of Objection hoping to obtain Financial Undertakings from the sponsor of the Proposal for Change.

Note that Financial Undertakings are defined in terms of "the whole of the costs of carrying out a Proposal for Change". Although on the face of it this precludes an offer of lesser amounts clearly, if any lesser offer has the desired effect of preventing the service of a Notice of Objection, the Proposal for Change will be deemed accepted pursuant to Condition C4.1.

***Can one appeal against the acceptance or rejection of a Proposal for Change?***

Any Relevant Operator or Railtrack can seek to overturn the acceptance or rejection of a Proposal for Change. To do so it must give notice (Form C4.4) to all other Relevant Operators and Railtrack, as appropriate, within 30 days of the end of the Decision Period. The notice must state an intention to commence proceedings under Condition H5 and the objector must then commence those proceedings not later than 30 days after the date of its notice.

To be successful the objector must establish that its interests pursuant to the Station Lease in the case of the SFO, or its Station Access Agreement in the case of any other User, or its interests in relation to the station in the case of Railtrack, would be, or are likely to be, unfairly prejudiced and that the degree of such prejudice outweighs, or is likely to outweigh, the prejudice suffered by the other Relevant Operators or Railtrack, as appropriate.

***How does the Regulator determine the matter?***

Condition C4.5 lists the various matters to which the Regulator must have regard, or not have regard, in making his determination. His starting point is the duties imposed on him by section 4 of the 1993 Act. A range of other considerations are then set out.

***What must the SFO do following the acceptance or rejection of a Proposal for Change?***

As soon as reasonably practicable after the expiry of 8 Business Days from the end of the

Decision Period the SFO must notify each User and Railtrack (and in the case of a Major Change Proposal or Railtrack Change Proposal, the Strategic Rail Authority and the Health & Safety Executive) of the acceptance or rejection of the relevant Proposal for Change (Form C4.3). At the same time if the SFO has already received notice of an intention to appeal under Condition C4.4 it must also give notice of that fact. If there is then an appeal, the SFO must await the outcome of the Regulator's decision.

Where the Proposal for Change involves consequential amendments to any Station Access Agreement details of those amendments must be submitted to the Regulator for his approval (Form C5.1), unless, of course, the change in question is covered by a General Approval already issued by the Regulator. The SFO must also submit to the Regulator any Proposal for Change which materially diminishes for a period in excess of 28 days the number of passengers or trains that are able to use the station, even if that Proposal for Change does not require consequential amendments to a Station Access Agreement (Form C6).

The SFO should submit details to the Regulator as soon as possible but need not do so until any proceedings under Condition C4.4 are concluded or if the change is dependent upon the implementation of approval procedures under Parts F and G of the Track Access Conditions or requires some other statutory or third party consent, until those approval procedures have been completed or the relevant consent obtained.

As soon as reasonably practicable after receipt of notice of the Regulator's decision, the SFO must notify each User and Railtrack of that decision (Form C7). Details of the Proposal for Change should also be placed on the Station Register.

***When may the Proposal for Change be implemented?***

Where the Proposal for Change requires the Regulator's approval it will not take effect, and can not therefore be implemented, unless or until such approval has been granted.

Subject to obtaining that approval where required, the SFO shall carry out the changes proposed in any approved Proposal for Change which is not a Railtrack Change Proposal. The costs of implementation shall be borne by each Relevant Operator and Railtrack as agreed in the Proposal for Change, subject to any Financial Undertakings which may have been given to secure its acceptance.

In the case of Railtrack Change Proposals, Railtrack is not obliged to implement an approved proposal, but must give notice to each Relevant Operator as soon as it becomes aware that there is no reasonable prospect of its doing so. If Railtrack does implement the proposal the implementation costs are borne by Railtrack.

The approval given to a Railtrack Change Proposal will lapse if that Railtrack Change Proposal is not implemented within a specific period. The duration of this period depends on whether the Full Proposal was preceded by an Initial Proposal. If it was not then the works must be commenced within 3 years of the approval of the Full Proposal. If it was then the Full Proposal itself must be submitted within 3 years of the last approval of the Initial Proposal and the works must then be commenced within 2 years of the date of approval of the Full Proposal. Railtrack may seek to vary these time periods in the Railtrack Change Proposal

itself in which case different periods will apply.

## Part C - Changes to Common Station Amenities and Common Station Services

Not all actions falling within the definition of a Proposal for Change require compliance with the Part C procedure. If the action is:

- required to fulfil an obligation imposed by the Station Access Conditions which expressly states that compliance with Part C is not required; or
- carried out pursuant to the SFO's rights to restrict, suspend or alter any permission to use the station under Conditions D1 and D2.1 and the relevant condition does not expressly require compliance with Part C; or
- specifically exempted from Part C by the provisions of Part G, e.g. Condition G8.5, that action can be carried out in any event. (**Condition C1.1**)

Proposals for Change required as a result of a Change of Law or any Direction of any Competent Authority (other than the Regulator or an Industry Committee) may be implemented, provided that the SFO (or Railtrack as appropriate) complies with the Condition C1.5.1 requirement to give details of the change and the Condition C1.5.2 requirement to invite representations on it. (Form C9) (**Condition C9.1**) Any costs incurred by any Relevant Operator in complying with, or in consequence of, any such change shall be borne as between Railtrack and the Relevant Operators on a fair and equitable basis. (**Condition P3**)

Otherwise all Proposals for Change must comply with the following procedure:

Making the Proposal

The SFO or any User may make a Proposal for Change, as may Railtrack if it is required to satisfy an obligation imposed on it by the Station Access Conditions or if it involves the entry into, or the variation of, an agreement or arrangement which will, or is likely to, result in a Relevant Restriction. Railtrack may also make a Railtrack Change Proposal. (**Condition C1.2**) Where a Proposal for Change or Railtrack Change Proposal is made by a User or Railtrack, it should be sent to the SFO together with sufficient copies to enable the SFO to distribute a copy to each person entitled to receive one. (**Condition C1.3**)



A Railtrack Change Proposal may be made by an Initial Proposal, a Full Proposal or a Material Variation (**Condition C1.8**) but Railtrack may not proceed with, or commence, any works under any Railtrack Change Proposal until a Full Proposal has been accepted. (**Condition C1.10**)



A Proposal for Change must be in writing and must contain the information prescribed by Condition C1.4.1. (Form C1.4) In the case of a Railtrack Change Proposal it must also contain the further information prescribed by Conditions C3.2 and C3.3 and must be accompanied by the indemnities and undertakings required by Condition C3.4. (**Condition C1.4**)



SFO's  
Obligation

On making a Proposal for Change as the SFO, or on receipt of a Proposal for Change from a User or Railtrack, the SFO shall: (Form C1.5)

- promptly provide a copy of such proposal to each User and Railtrack (other than its proposer) and, in the case of a Major Change Proposal or a Railtrack Change Proposal, to the Strategic Rail Authority and the Health & Safety Executive together in each case with a copy of the prescribed information under Condition C1.4; (**Condition C1.5.1**)
- invite the submission of representations within a reasonable period, being not less than 30 days but not more than the number of days allowed under Condition C1.5.3; (**Condition C1.5.2**) and
- give a reasonable period (the "Decision Period") (being not less than 45 days in any case, but in the case of a Proposal for Change which is only a Material Change Proposal not more than 45 days) for the service of a Notice of Objection. (**Condition C1.5.3**)

The SFO must send a copy of any representations or objections received to the proposer of the change and every other User within 5 Business Days of receipt. (Form C1.6) (**Condition C1.6**)



Consultation

The SFO shall consult with the proposer of the change and that person may amend its proposal and resubmit it to the SFO under Condition C1, provided that the Decision Period for any resubmitted proposal which is not a Major Change Proposal or a Railtrack Change Proposal shall be not more than 15 days. (**Condition C1.7**)



On request from the SFO (Form C2.2R) each Consultee must provide a preliminary response to the Proposal for Change within 28 days of first notification of the proposal or, if later, receipt of the request for the preliminary response. (Form C2.2PR) (**Condition C2.2**)



Each Relevant Operator and Railtrack as a consultee to a Proposal for Change ("Consultee") shall be entitled to be paid by the proposer of that change for 75% of its costs reasonably incurred in evaluating and responding to a Major Change Proposal or 100% of those costs in the case of a Railtrack Change Proposal. There is no right to reimbursement in the case of a Material Change Proposal. (**Condition C2.1**)



On request from the SFO (Form C2.3R) a Consultee must provide a written estimate of such costs and supporting information (Form C2.3E) (**Condition C2.3**) which must be as accurate as is practicable. (**Condition C2.5**) Each Consultee must use its reasonable endeavours to minimise such costs, including by liaising with other Consultees, (**Condition C2.7**) and shall incur no further costs on receipt of notice in writing from the proposer of the change that it does not wish to proceed with it. (Form C2.6) (**Condition C2.6**) If requested (Form C2.4R) the proposer of the change must provide each Consultee with reasonable assurances of payment of its consultation costs. (Form C2.4AP) (**Condition C2.4**)

Getting Approval

A Proposal for Change (which is not a Railtrack Change Proposal) shall be deemed to have been accepted at the expiry of the Decision Period if:

- in the case of a Unanimous Proposal, neither a Relevant Operator nor Railtrack gives a Notice of Objection (Form C4.1) or, if Railtrack has given such a notice, the change in question would not have a material and adverse effect on Railtrack's interest in the station; (**Condition C4.1.3**) or
- in the case of a Majority Proposal, neither the Requisite Majority nor Railtrack gives a Notice of Objection (Form C4.1) or, if Railtrack has given such a notice, the change in question would not have a material and adverse effect on Railtrack's interest in the station; (**Conditions C4.1.2 and C4.1.3**) or

in either case, if every Relevant Operator and Railtrack (other than the proposer of the change) consents in writing to the proposal. (Form C4.7) (**Condition C4.7**)

A Railtrack Change Proposal shall be deemed to have been accepted at the expiry of the Decision Period if:

- the proposal being within paragraph (a) of the Railtrack Change Proposal definition, no Relevant Operator has given a Notice of Objection; (Form C4.1) (**Condition C4.1.1(b)**) or
- the proposal being within paragraph (b) of the Railtrack Change Proposal definition neither the SFO nor any User with a proprietary interest in the relevant part of the station has given a Notice of Objection; (Form C4.1) (**Condition C4.1.1(a)**) or

in either case, if every Relevant Operator and Railtrack (other than the proposer of the change) consents in writing to the proposal. (Form C4.7) (**Condition C4.7**)

Deemed Approval

Subject to Condition C4.4, a Proposal for Change which has not been deemed to be accepted under Condition C4.1 may still be deemed to be accepted at the expiry of the Decision Period if Railtrack, or any number of Relevant Operators, shall within the Decision Period, either individually or collectively, provide Financial Undertakings to the remaining Relevant Operators or Railtrack (as appropriate). (Form C4.2) (**Condition C4.2**)

Initial  
Notification  
of Outcome

As soon as reasonably practicable after the expiry of 8 Business Days from the end of the Decision Period the SFO shall notify each User and Railtrack, and in the case of a Major Change Proposal or Railtrack Change Proposal the Strategic Rail Authority and the Health & Safety Executive, of the acceptance or rejection of the relevant Proposal for Change and of any notice under Condition C4.4 which has already been received by the SFO. (Form C4.3) (**Condition C4.3**)

Appeal  
Procedures

A Proposal for Change shall not be accepted or rejected if a Relevant Operator or Railtrack:

- gives notice to all other Relevant Operators and Railtrack (as appropriate) within 30 days of the end of the Decision Period of its intention to commence proceedings under Condition H5; (Form C4.4)
- commences such proceedings within 30 days after giving such notice; and
- establishes in those proceedings that if the Proposal for Change is or is not carried out (as the case may be) in accordance with its terms, in the case of a Relevant Operator its interests under a Relevant Agreement; or in the case of Railtrack its interests in relation to the station; would be, or would be likely to be, prejudiced (as determined primarily in accordance with the matters in respect of which duties are imposed on the Regulator under section 4 of the Act but subject thereto in accordance with certain other matters specified in Condition C4.5) to an extent which outweighs, or is likely to outweigh, the prejudice to the interests under a Relevant Agreement, or in relation to the station (as appropriate) which any other Relevant Operators or Railtrack, either individually or collectively, shall establish would result to it or them as a result of the acceptance or rejection of that Proposal for Change (as appropriate). (**Condition C4.4**)

*If the change is approved*

*If the change is rejected*

Approval  
by the  
Regulator

The SFO shall submit any proposed consequential amendments to any Station Access Agreement to the Regulator for his approval, (Form C5.1) provided that no approval shall be sought if and to the extent that (or, if applicable, for so long as):

- the change in question is covered by a General Approval already issued by the Regulator; or
- proceedings under Condition C4.4 have commenced and the result of those proceedings is still pending; or
- the change is dependent upon the implementation of approval procedures under Parts F and G of the Track Access Conditions which are still pending; or
- any other statutory or third party consent is still required. (**Condition C5**)

No further notification  
is required.

No Proposal for Change whose implementation would require consequential amendments to any Station Access Agreement, or would materially diminish for more than 28 days the number of passengers or trains that can use the station, shall take effect, or be implemented, unless or until it and any such consequential amendments have been approved by the Regulator. (**Condition C6**)

The Regulator's approval may be given either specifically or the change may be covered by a General Approval already issued by the Regulator. As soon as reasonably practicable after receipt of notice of the Regulator's decision, the SFO shall notify each User and Railtrack of that decision. (Form C7) **(Condition C7)**

Updating the Station Register

Details of the Proposal for Change, as required by Condition I2.1.3, shall be placed on the Station Register. **(Condition I2.1.3)**

Implementation of the Change

Subject to the approval of the Regulator where required, the SFO shall carry out the changes proposed in any approved Proposal for Change which is not a Railtrack Change Proposal. **(Condition C8.2)** Subject to any Financial Undertakings which may have been given, the costs of implementation shall be apportioned between each Relevant Operator and Railtrack as agreed in the Proposal for Change. **(Condition C8.3)**

Railtrack shall not be obliged to implement an approved Railtrack Change Proposal, but shall give notice to each Relevant Operator as soon as it becomes aware that there is no reasonable prospect of its being implemented. **(Condition C8.1)** The costs of implementation shall be borne by Railtrack. **(Condition C8.4)** A Railtrack Change Proposal ceases to have effect:

- in the case of a Full Proposal not preceded by an Initial Proposal, if the works have not been commenced within three years (or such other period as is specified in the approved Railtrack Change Proposal) of the date upon which the last approval of that Railtrack Change Proposal required by Part C was obtained; or
- where Railtrack makes an Initial Proposal in respect of a Railtrack Change Proposal:
  - if the Full Proposal for that Railtrack Change Proposal is not submitted for approval under Part C within three years of the date upon which the last approval of the Initial Proposal required by Part C was obtained; or
  - if the works described in the approved Railtrack Change Proposal have not been commenced within two years (or such other period as is specified in the approved Railtrack Change Proposal) of the date upon which the last approval of that Railtrack Change Proposal required by Part C was obtained; or
- in the case of a Material Variation, if the works described in the approved Material Variation have not been commenced within three years (or such other period as is specified in the Railtrack Change Proposal) of the date upon which the last approval of that Railtrack Change Proposal required by Part C was obtained. **(Condition C3.6)**

Where required to implement an approved Railtrack Change Proposal Railtrack may serve notice to determine the Station Lease at such time and in respect of such part or parts of the station as are specified in that Railtrack Change Proposal. **(Condition C10)**

## Part C - Pro Forma documents

This section contains a series of standard forms which should assist when complying with the requirements of Part C. When used each form will require careful customisation to meet the particular circumstances of the case. Ordinary text in square brackets shows where a choice needs to be made between alternative texts provided whilst italic text in square brackets indicates the nature of the further customisation required.

The table below sets out a complete list of the Forms provided, each of which is cross-referred in the Guide to Part C and the Part C Flowchart where appropriate. If any other form is needed it should be capable of being created using one of the Forms provided as a starting point.

Form	Purpose
C1.4	Request for a Proposal for Change
C1.5	Notice of a Proposal for Change
C1.5REP	Representations on a Proposal for Change
C1.6	Copies of representations or objections received on a Proposal for Change
C2.2R	Request for preliminary response to a Proposal for Change
C2.2PR	Preliminary response to a Proposal for Change
C2.3R	Request for estimate of costs of evaluating and responding to a Proposal for Change
C2.3E	Estimate of costs of evaluating and responding to a Proposal for Change
C2.4R	Request for reasonable assurances of payment of costs of evaluating and responding to a Proposal for Change
C2.4AP	Assurance of payment of costs of evaluating and responding to a Proposal for Change
C2.6	Notice to incur no further costs in relation to a Proposal for Change
C2.9	Request for the Station Facility Owner to exercise its rights under Condition C2 in relation to a Proposal for Change
C3.1	Notice of a Station Meeting requested by Railtrack to consider possible Railtrack Change Proposals
C3.7	Request for the appointment of an expert to determine a Material Variation Question relating to a Proposal for Change
C4.1	Notice of Objection to a Proposal for Change
C4.2	Offer to provide Financial Undertakings in relation to a Proposal for Change
C4.3	Notice of acceptance or rejection of a Proposal for Change and of any notice given under Condition C4.4
C4.4	Notice of intention to commence proceedings under Condition H5 in relation to a Proposal for Change
C4.7	Unanimous consent in writing to a Proposal for Change
C5.1	Submission to the Regulator of consequential amendments to Station Access Agreement(s) following acceptance of a Proposal for Change
C5.1 Amend. Ag.	Amendment Agreement to Station Access Agreement – single Beneficiary
C5.1 Amend. Ag.	Amendment Agreement to Station Access Agreements – multiple Beneficiaries
C6	Submission to the Regulator of a Proposal for Change having a long term diminishing effect on the Station's capacity
C7	Notice of Regulator's approval or rejection of consequential amendments to Station Access Agreement(s) following approval of a Proposal for Change
C9	Details of mandatory change resulting from a Change of Law or a Direction of a Competent Authority

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Request for a Proposal for Change**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [User/Railtrack PLC]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this request.

This request for a Proposal for Change relates to [name of station] Station and would be a [Material/Major/Railtrack] Change Proposal. [It is made as an [Initial Proposal/Full Proposal/Material Variation]].

Please find attached [number] copies of this proposed Proposal for Change to enable you to distribute a copy to each person entitled to receive one.

**Proposal:** [Set out reasonable detail of the proposed change].

(Condition C1.4)

[If the proposed change will require a closure application under section 41 of the Railways Act 1993 give details of the proposed application].

**Supporting information:** [Give such information in relation to the proposal as is reasonably necessary to enable the consultee to evaluate the effect which the change in question or the process of its implementation will have, or be likely to have, on their customers and/or business].

(Conditions C1.4.1 and C1.4.2)

[In the case of a Railtrack Change Proposal such of the information required by Conditions C3.2 and C3.3 as is relevant to the proposal type (i.e. Initial Proposal, Full Proposal or Material Variation) must be given].

**Indemnities/undertakings:** We hereby offer the indemnity required by Condition C3.4.1 and the undertaking required by Condition C3.4.2.

(Condition C3.4)

**[Preliminary response:** Please exercise your rights under Condition C2.2 to obtain from each person entitled to receive a copy of this Proposal for Change a preliminary response to it.]

(Condition C2.9)

**[Consultation costs:** Please exercise your rights under Condition C2.3 to obtain from each person entitled to receive a copy of this Proposal for Change an estimate of the costs they will reasonably incur in evaluating and responding to it.]

(Condition C2.9)

.....  
 Signed for and on behalf of  
 [Proposer]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

---

**Notice of a Proposal for Change No. [number]**

**Date:** [date]

**To:** Railtrack PLC [User]  
 [address] [address]

[User] [User]  
 [address] [address]

*[In the case of a Major Change Proposal or a Railtrack Change Proposal also to:]*

Strategic Rail Authority Health & Safety Executive  
 55 Victoria Street [address]  
 London  
 SW1H 0EU

**From:** [Station Facility Owner]  
 [address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

This Proposal for Change No. [number] relates to [name of station] Station [, is made by [proposer's name]] and is a [[Material/Major/Railtrack] Change Proposal.] [which is made as an [Initial Proposal/Full Proposal/Material Variation]].

**Proposal:** [Set out reasonable detail of the proposed change].  
 (Condition C1.4) [If the proposed change will require a closure application under section 41 Railways Act 1993 then give details of the proposed application].

**Supporting information:** [Give such information in relation to the proposal as is reasonably necessary to enable the consultee to evaluate the effect which the change in question or the process of its implementation will have or be likely to have on their customers and/or business].  
 (Conditions C1.4.1 and C1.4.2)

**Consultation costs:** [This Proposal for Change is a Material Change Proposal so you are not entitled to any payment in respect of your costs]  
 (Condition C2.1)

incurred in evaluating and responding to it. [OR]

This Proposal for Change is a Major Change Proposal so if you are Railtrack or a User you are entitled to payment of 75% of all costs reasonably incurred by you in evaluating and responding to it. [OR]

This Proposal for Change is a Railtrack Change Proposal so if you are a User you are entitled to payment of 100% of all costs reasonably incurred by you in evaluating and responding to it.]

**Preliminary response:**

(Condition C2.2)

Please provide your preliminary written response to this Proposal for Change within 28 days of the date of this notice.

**Estimate of costs:**

(Condition C2.3)

Please provide a written estimate of your evaluation/response costs and such information as may be reasonably necessary to assess the reasonableness of that estimate.

You may make representations on this Proposal for Change at any time up to [30] days from the date of this notice.

You may submit a Notice of Objection to this Proposal for Change at any time up to [45] days from the date of this notice.

If you approve this Proposal for Change, please sign the enclosed copy and return it to the Station Facility Owner at the above address.

.....  
Signed for and on behalf of  
[Station Facility Owner]

[On the copies sent to Railtrack and the Users]

We acknowledge receipt of the notice of a Proposal for Change of which this is a copy and irrevocably confirm that we approve it and will not give a Notice of Objection in relation to it.

.....  
Signed for and on behalf of  
[Addressee]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Representation[s] on Proposal for Change No. [number]**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [Railtrack PLC/User/Strategic Rail Authority/Health & Safety Executive]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in these representation[s].

We wish to make the following representation[s] on Proposal for Change No. [number].

[Set out representation[s]].

.....  
Signed for and on behalf of  
[Railtrack PLC/User/Strategic Rail Authority/Health & Safety Executive]

**[Name of station] Station Access Conditions**

**ORR References:** [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*

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Copies of representations or objections received on Proposal for Change No. [number]

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

We enclose copies of representations or objections received from [name] in relation to Proposal for Change No. [number].

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Request for a preliminary response to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Consultee]  
[address]

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this request.

Please provide your preliminary written response to the [Major/Railtrack] Change Proposal, Proposal for Change No. [number] no later than 28 days after the date of this request.

If you dissent from the Proposal for Change, please give your reasons.

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Preliminary response to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [Railtrack PLC/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this response.

Our preliminary response to the [Major/Railtrack] Change Proposal, Proposal for Change No. [number] is as follows:

[Set out details of response, giving reasons where one opposes the proposal].

.....  
Signed for and on behalf of  
[Railtrack PLC/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Request for an estimate of the costs of evaluating and responding to  
Proposal for Change No. [number]**

**Date:** [date]

**To:** [Railtrack PLC] [User]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this request.

Please provide your written estimate of the costs you may reasonably incur in evaluating and responding to this [Major/Railtrack] Change Proposal, Proposal for Change No. [number] together with such information as may be reasonably necessary to assess the reasonableness of that estimate.

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Estimate of the costs of evaluating and responding to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [Railtrack PLC/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this estimate.

We estimate that we shall reasonably incur costs of £[amount] in evaluating and responding to the [Major/Railtrack] Change Proposal, Proposal for Change No. [number].

The following information is enclosed to enable you to assess the reasonableness of our estimate:

[Set out details of information enclosed].

.....  
Signed for and on behalf of  
[Railtrack PLC/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Request for reasonable assurances of payment of costs of evaluating and responding to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Railtrack PLC/Station Facility Owner/User]  
[address]

**From:** [Railtrack PLC/Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this request.

Please provide a written assurance that you will pay for the costs of any material work which we carry out in evaluating and responding to Proposal for Change No. [number].

We will not commence work until we receive your assurance of payment.

.....  
Signed for and on behalf of  
[Railtrack PLC/Station Facility Owner/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Assurances of payment of evaluation and response costs for  
Proposal for Change No. [number]**

**Date:** [date]

**To:** [Railtrack PLC/Station Facility Owner/User]  
[address]

**From:** [Railtrack PLC/Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this assurance.

We confirm that we will pay those costs which you reasonably incur in respect of any material work you carry out for the purposes of evaluating and responding to Proposal for Change No. [number] [up to a maximum of £[amount]].

.....  
Signed for and on behalf of  
[Railtrack PLC/Station Facility Owner/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Notice to incur no further costs in relation to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Railtrack PLC/Station Facility Owner/User]  
[address]

**From:** [Railtrack PLC/Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

We no longer wish to proceed with Proposal for Change No. [number] and request that you incur no further costs (other than those which you cannot reasonably avoid) in evaluating and responding to it.

.....  
Signed for and on behalf of  
[Railtrack PLC/Station Facility Owner/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Request for the Station Facility Owner to exercise its rights under Condition C2 in relation to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Station Facility Owner]  
[address]

**From:** [Railtrack PLC/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this request.

Please exercise your rights under [Condition C2.2 to request each Consultee to provide you with a preliminary response to Proposal for Change No. [number]] [and under] [Condition C2.3 to request each Consultee to provide you with a written estimate of the costs which may be reasonably incurred by it in evaluating and responding to Proposal for Change No. [number]].

.....  
Signed for and on behalf of  
[Railtrack PLC/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Notice of a Station Meeting requested by Railtrack to consider possible Railtrack Change Proposals**

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

Strategic Rail Authority  
55 Victoria Street  
London  
SW1H 0EU

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

A Station Meeting will be held at [address] on [date] at [time] for the purpose of discussing possible Railtrack Change Proposals.

[We enclose the following papers:]

[Set out details of papers enclosed].

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Request for the appointment of an expert to determine a Material Variation Question relating to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Railtrack PLC ] [Station Facility Owner]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Railtrack PLC/Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this request.

We request your agreement to the appointment of [name] as the expert for the purpose of determining a Material Variation Question relating to Proposal for Change No. [number]. If the agreement of all parties is not obtained within 14 days we will request the Disputes Secretary to make the appointment.

.....  
Signed for and on behalf of  
[Railtrack PLC/Station Facility Owner/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

---

**Notice of Objection to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Station Facility Owner] [Railtrack PLC]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Railtrack PLC/Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

We object to Proposal for Change No. [number] [for the following reasons:

[Set out reason[s]].

.....  
Signed for and on behalf of  
[Railtrack PLC/Station Facility Owner/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Offer by [Railtrack] [and] [Relevant Operator[s]] to provide Financial Undertakings in relation to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Railtrack PLC] [User]  
[address] [address]

[User] [Station Facility Owner]  
[address] [address]

**From:** [Railtrack PLC/Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this offer.

We undertake to pay the whole of the costs of carrying out Proposal for Change No. [number], together with:

- any other reasonable costs, direct losses and expenses (including loss of revenue) which you incur, to the extent that such costs are directly attributable to the change in question; and
  - such part of any increased net costs of operating the Station that you incur as are directly attributable to the carrying out of the change in question,
- upon the following terms:

[Set out details of the terms of the offer].

.....  
Signed for and on behalf of  
[Railtrack PLC/ Station Facility Owner/User(s)]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC 96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Notice of acceptance or rejection of Proposal for Change No. [number] and of any notice given under Condition C4.4**

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

[In the case of a Major Change Proposal or a Railtrack Change Proposal also to:]

Strategic Rail Authority Health & Safety Executive  
55 Victoria Street [address]  
London  
SW1H 0EU

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

Proposal for Change No. [number] has been [accepted/rejected].

As at the date of this notice, we have received [no notices of an intention to commence proceedings under Condition C4.4]/[a notice[s] of intention to commence proceedings under Condition C4.4 from [Railtrack PLC/User].

[However,]/[In addition]we intend to commence proceedings under Condition C4.4.]

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Notice of intention to commence proceedings under Condition H5 in relation to Proposal for Change No. [number]**

**Date:** [date]

**To:** [Railtrack PLC ] [User]  
[address] [address]

[User] [Station Facility Owner]  
[address] [address]

**From:** [Railtrack PLC/Station Facility Owner/User]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

We intend to commence proceedings under Condition H5 (Resolution of disputes and claims) in relation to [acceptance/rejection] of Proposal for Change No. [number].

.....  
Signed for and on behalf of  
[Railtrack PLC/Station Facility Owner/User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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Unanimous consent in writing to Proposal for Change No. [number]

**Date:** [date]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this letter.

We the undersigned, being all the Relevant Operators and Railtrack, hereby consent to Proposal for Change No. [number].

.....  
Signed for and on behalf of  
[Station Facility Owner]

.....  
Signed for and on behalf of  
Railtrack PLC

.....  
Signed for and on behalf of  
[User]

.....  
Signed for and on behalf of  
[User]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*]**

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**Submission to the Regulator of consequential amendments to Station Access Agreement(s) following acceptance of Proposal for Change No. [number]**

**Date:** [date]

**To:** The Rail Regulator  
 Office of the Rail Regulator  
 1 Waterhouse Square  
 138-142 Holborn  
 London  
 EC1N 2TQ

**From:** [Station Facility Owner]  
 [address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this submission.

Proposal for Change No. [number] has been accepted in accordance with Condition C4 and requires consequential amendments to the following Station Access Agreement(s):

[Set out the details, including the ORR Reference numbers, for the Station Access Agreement(s) concerned].

We confirm that:

- [we have received no notice of any intention to commence proceedings in accordance with Condition C4.4]; [OR]
- [to the extent that any proceedings have been commenced in accordance with Condition C4.4, no such proceedings are still pending;]
- to the extent that the Proposal for Change requires any approval pursuant to Parts F or G of the Track Access Conditions, this has been given; and
- to the extent that any other statutory consent or approval is required, it has been obtained.

The following amendments are required to the Station Access Agreements as a consequence of the Proposal for Change:

[Set out the text of the amendments].

Please confirm your approval of this proposal.

.....  
 Signed for and on behalf of  
 [Station Facility Owner]

**AMENDMENT AGREEMENT – Single Beneficiary**

**THIS AGREEMENT** is made on 200[ ] **BETWEEN:**

- (1) [ ] (a company registered in [England/Scotland] number [ ]) whose registered office is at [ ] (the "**Station Facility Owner**"); and
- (2) [ ] (a company registered in [England/Scotland] number [ ]) whose registered office is at [ ] (the "**Beneficiary**"),

**AND IS SUPPLEMENTAL TO** the Station Access Agreement.

**WHEREAS:**

- (A) The Station Facility Owner is the facility owner of the Station and is the present grantor of the permission to use the Station for or in connection with the operation of trains contained in the Station Access Agreement.
- (B) The Beneficiary is the present grantee of a permission to use the Station for or in connection with the operation of trains contained in the Station Access Agreement.
- (C) The Station Facility Owner and the Beneficiary wish to make the Amendments to the Station Access Agreement.
- (D) By the Approval the Regulator has given approval under section 22[(2)/(3)] of the Act to the making of the amendments to the Station Access Agreement.

**IT IS AGREED** as follows:

**1 INTERPRETATION**

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions have the following meanings:

- "the Act"** means the Railways Act 1993, as amended by the Transport Act 2000;
- "the Amendments"** means the amendments set out in Schedule 1;
- "the Approval"** means [an approval dated [ ] (ORR Reference [ ])] [General Approval[s] No.[s] ];
- "the Station"** means [ ] station; and

**"Station Access Agreement"** means an agreement between the Station Facility Owner and the Beneficiary dated [ ], (ORR Reference [ ]).

- 1.2 References to this Agreement include its schedules and, unless otherwise indicated, references to recitals, Clauses, sub-Clauses, Schedules and paragraphs are to recitals, clauses and sub-clauses of, and schedules to, this Agreement and paragraphs of such schedules. References to this Agreement include, unless otherwise indicated, the Station Access Conditions. References to any Condition shall be construed as a reference to the relevant Station Access Condition.
- 1.3 Where the context admits, words and expressions defined in the Station Access Conditions or the Station Access Agreement, or which fall to be construed in accordance with the Station Access Conditions or the Station Access Agreement, shall bear the same meanings and constructions in this Agreement and the rules of interpretation set out in the Station Access Conditions shall apply throughout this Agreement.

## **2 AMENDMENTS**

- 2.1 With effect from the date of this Agreement the Station Access Agreement shall apply as amended by the Amendments.
- 2.2 Save as specifically provided in this Agreement, the Station Access Agreement shall remain in full force and effect and the parties shall observe and perform their respective obligations under the Station Access Agreement subject to the Amendments.
- 2.3 Nothing in this Agreement constitutes a waiver of any outstanding breach of the Station Access Agreement.

## **3 REGISTRATION**

The Station Facility Owner shall send a copy of this Agreement to the Regulator not later than 14 days after the date of this Agreement.

## **4 CERTIFICATE**

The Station Facility Owner confirms that the Station Access Agreement comprises the only access contract under which any person obtains a permission to use the Station for or in connection with the operation of trains.

**IN WITNESS** whereof this Agreement has been executed by or on behalf of the parties the day and year first above written.

**SCHEDULE 1**

**The Amendments**

**Provision**

**Amendment**

**SIGNED** on behalf of )  
)

Name:

Title:

Date of signature:

**SIGNED** on behalf of )  
)

Name:

Title:

Date of signature:

**AMENDMENT AGREEMENT – Multiple Beneficiaries**

**THIS AGREEMENT** is made on [ ] 200[ ] **BETWEEN:**

- (1) [ ] (a company registered in [England/Scotland] number [ ]) whose registered office is at [ ] (the "**Station Facility Owner**"); and
- (2) **THE COMPANIES** (each of which is registered in England [or Scotland, as indicated]) referred to in Schedule 1 (the "**Beneficiaries**"),

**AND IS SUPPLEMENTAL TO** each Station Access Agreement.

**WHEREAS:**

- (A) The Station Facility Owner is the facility owner of the Station and is the present grantor of the permission to use the Station for or in connection with the operation of trains contained in each Station Access Agreement.
- (B) Each Beneficiary is the present grantee of a permission to use the Station for or in connection with the operation of trains contained in the Station Access Agreement to which it is a party.
- (C) The Station Facility Owner and each Beneficiary wish to make the Amendments to each Station Access Agreement to which they are both parties.
- (D) By the Approval the Regulator has given approval under section 22[(2)/(3)] of the Act to the making of the amendments to each Station Access Agreement.

**IT IS AGREED** as follows:

**1 INTERPRETATION**

- 1.1 In this Agreement, except where the context otherwise requires, the following words and expressions have the following meanings:

**"the Act"** means the Railways Act 1993, as amended by the Transport Act 2000;

**"the Amendments"** means the amendments set out in Schedule 3;

**"the Approval"** means [an approval dated [ ] (ORR Reference [ ]) [General Approval[s] No.[s] ]];

**"the Station"** means [ ] station; and

**"Station Access Agreement"** means an agreement referred to in Schedule 2.

1.2 References to this Agreement include its schedules and, unless otherwise indicated, references to recitals, Clauses, sub-Clauses, Schedules and paragraphs are to recitals, clauses and sub-clauses of, and schedules to, this Agreement and paragraphs of such schedules. References to this Agreement include, unless otherwise indicated, the Station Access Conditions. References to any Condition shall be construed as a reference to the relevant Station Access Condition.

1.3 Where the context admits, words and expressions defined in the Station Access Conditions or a Station Access Agreement, or which fall to be construed in accordance with the Station Access Conditions or a Station Access Agreement, shall bear the same meanings and constructions in this Agreement and the rules of interpretation set out in the Station Access Conditions shall apply throughout this Agreement.

## **2 AMENDMENTS**

2.1 With effect from the date of this Agreement each Station Access Agreement shall apply as amended by the Amendments.

2.2 Save as specifically provided in this Agreement, each Station Access Agreement shall remain in full force and effect and the parties to it shall observe and perform their respective obligations under that Station Access Agreement subject to the Amendments.

2.3 Nothing in this Agreement constitutes a waiver of any outstanding breach of a Station Access Agreement.

## **3 REGISTRATION**

The Station Facility Owner shall send a copy of this Agreement to the Regulator not later than 14 days after the date of this Agreement.

## **4 CERTIFICATE**

The Station Facility Owner confirms that the Station Access Agreements between them comprise all the access contracts under which any person obtains a permission to use the Station for or in connection with the operation of trains.

**IN WITNESS** whereof this Agreement has been executed by or on behalf of the parties the day and year first above written.

**SCHEDULE 1**

**The Beneficiaries**

<b>Name</b>	<b>Company Number</b>	<b>Registered Office</b>
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**SCHEDULE 2**

**The Station Access Agreements**

<b>Date</b>	<b>Party (other than the Station Facility Owner)</b>	<b>ORR Reference SAA/**/**/**/**/**</b>
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**SCHEDULE 3**

**The Amendments**

<b>Provision</b>	<b>Amendment</b>
------------------	------------------

SIGNED on behalf of )  
)

Name:  
Title:  
Date of signature:

SIGNED on behalf of )  
)

Name:  
Title:  
Date of signature:

*[Further signature clauses for other parties as required]*

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

---

**Submission to the Regulator of Proposal for Change No. [number] by reason of its effect on station capacity**

**Date:** [date]

**To:** The Rail Regulator  
Office of the Rail Regulator  
1 Waterhouse Square  
138-142 Holborn  
London  
EC1N 2TQ

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

Proposal for Change No. [number] has been accepted in accordance with Condition C4. Although it does not require consequential amendments to Station Access Agreements, its implementation is likely to materially diminish for a period in excess of 28 days the number of passengers or trains that are able to use the Station.

Please confirm your approval of this proposal.

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\***

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**Notice of Regulator's approval or rejection of consequential amendments to Station Access Agreement(s) following approval of Proposal for Change No. [number]**

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

The Regulator has [approved/rejected] the consequential amendments to Station Access Agreements required following the approval of Proposal for Change No. [number] which are shown in the attached copy Form C5.1 relating to that Proposal for Change.

.....  
Signed for and on behalf of  
[Station Facility Owner]

**[Name of station] Station Access Conditions**  
**ORR References: [NAC/96/01] [SAC/\*\*/\*\*/\*\*] and SSA/\*\*/\*\*/\*\*/\*\*]**

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**Details of mandatory change resulting from a Change of Law or  
a Direction of a Competent Authority**

**Date:** [date]

**To:** Railtrack PLC [User]  
[address] [address]

[User] [User]  
[address] [address]

Strategic Rail Authority Health & Safety Executive  
55 Victoria Street [address]  
London  
SW1H 0EU

**From:** [Station Facility Owner]  
[address]

Words and expressions defined in the [name of station] Station Access Conditions have the same meanings in this notice.

This notice is given pursuant to Condition C9.

**Mandatory change:** [Set out reasonable detail of the proposed change].

[If the proposed change will require a closure application under section 41 Railways Act 1993 then give details of the proposed application].

**Supporting information:** [Give such information in relation to the mandatory change as is reasonably necessary to enable the consultee to evaluate the effect which the change in question or the process of its implementation will have or be likely to have on their customers and/or business].

You may make representations on this mandatory change at any time up to [30] days from the date of this notice.

.....  
Signed for and on behalf of  
[Station Facility Owner]

[On the copies sent to Railtrack and Users]

We acknowledge receipt of the notice of which this is a copy.

.....  
Signed for and on behalf of  
[Addressee]

## Other Issues

### Station Register

Under Part I, the SFO is obliged to maintain a register relating to the station. The SFO must cause to be entered in the Station Register in relation to any Conditions Change Proposal under Part B or Proposal for Change under Part C, the provisions of such proposal; any representations and/or objections made in respect of that proposal; the result of any decisions made by those entitled to vote in respect of or consent to such proposals; and the results of any decisions made by the Regulator in respect of that proposal. In short, the SFO should place on the Station Register the documentary history of any Conditions Change Proposal or Proposal for Change.

### Public Register

Section 72(5) of the 1993 Act requires a facility owner to send a copy of any amendment to an access agreement to the Regulator not later than 14 days after the date on which the amendment is made.

In putting that information on his Public Register, the Regulator is required to have regard to the need for excluding, so far as that is practicable, any matter which relates to the affairs of an individual where publication of that matter would or might, in the opinion of the Regulator, seriously and prejudicially affect the interests of that individual. Thus, information which is genuinely confidential should be capable of remaining off the Public Register.

### Closure

Sections 37 to 50 of the 1993 Act regulate the closure of railway facilities and services. Section 41 in particular regulates proposals to close railway facilities which are used in connection with passenger facilities and therefore applies in the case of any proposal to close the whole or any part of a station. The closure provisions of the 1993 Act are discussed in more detail below, suffice it to say here that approval of a Conditions Change Proposal under Part B or of a Proposal for Change under Part C does not in any way dispense with the need for compliance with the closure provisions of the 1993 Act.

### Franchise Agreement

A number of provisions in the standard form Franchise Agreement may also be relevant. The following comments are based on the current operative version of the Franchise Agreement, but readers should be aware that the SRA has revised its Template Franchise Agreement for use in the current re-franchising process so the position of second generation franchises may be different. In order of appearance in the Franchise Agreement, relevant provisions include:

- Clause 8.7 which obliges the franchise operator to procure the operation of a lost property facility to be open during normal office hours. On the face of it, this requirement is for one such facility and certainly does not require a separate facility at each and every station operated by that franchise operator. It would, however, clearly have a bearing on a

proposal by an operator to close its last lost property facility.

- Clause 10.1 obliges the franchise operator not to cease to operate, or to cease to secure the operation of, or propose to terminate the use of any station, or part of a station, where such cessation or proposal might result in a closure. The application of the closure provisions of the 1993 Act have been separately discussed above.
- Clause 10.2 requires that the franchise operator shall not terminate or agree to terminate, or take or omit to take any other action which might result in the termination of any Station Lease; or assign all or part of its interests under any Station Lease; or sub-let the whole or substantially the whole of the property comprised in any Station Lease, except to the extent that the Strategic Rail Authority may otherwise agree from time to time, such agreement not to be unreasonably withheld if the franchise operator has made arrangements, reasonably satisfactory to the Strategic Rail Authority, for the continued operation as a station of the property comprised in the relevant Station Lease for the remainder of that franchise operator's Franchise Term.
- Clause 10.3 obliges the franchise operator to procure that, as a minimum at each station, the requirements of paragraphs 1 and 2 of Schedule 4A of the Franchise Agreement are complied with on and from the expiry of the third Franchise Year during the Franchise Term; and the requirements of paragraphs 3, 4 and 5 of that Schedule are complied with on and from the date falling 18 months after the Franchise Commencement Date. For franchise operators operating PTE Stations, Schedule 4B sets out even more extensive station standards and service quality requirements. These requirements may possibly be compromised by the terms of any proposed change. Clause 10.4 provides a mechanism whereby the franchise operator may apply to the Strategic Rail Authority (or relevant PTE) for a derogation on the basis that the cost of such compliance would significantly and materially outweigh the benefit to passengers using or intending to use the relevant station, so it may be possible to proceed with a change which would otherwise compromise the station standard and service quality requirements if the case for a derogation can be made.
- Clause 12.4 sets out a mechanism to prevent a franchise operator from varying, or agreeing to a variation of, the terms of any Station Lease without the Strategic Rail Authority's consent. However, the mechanism does not apply to the extent that the franchise operator is required to make the variation by virtue of any relevant station access conditions. Thus, if the change is imposed through the Part B or Part C procedure, clause 12.4 will not apply. This clause has been amended in the revised Template Franchise Agreement and is now more restrictive in that the Part B and C exemption has been deleted and the remaining drafting now covers entering into new leases as well as amendments to existing ones.
- Clause 12.5 requires that the franchise operator shall not sub-let any part of the property comprised in any Station Lease to any of its affiliates except on terms such that the sub-letting is terminable without compensation immediately upon the termination of the franchise operator's franchise agreement, and that any such sub-letting does not have the benefit of security of tenure.

- Clause 15.16 is a broad provision requiring the franchise operator to maintain the extent, standard and quality of facilities or assets used, whether directly or indirectly, in the provision of the various services provided by that franchise operator under its franchise agreement, at the level appertaining to such facilities or assets so used at the Franchise Commencement Date. This "steady state" obligation may potentially be compromised by a proposed change. This clause has been deleted in the revised Template Franchise Agreement.
- Clause 25.1 obliges the franchise operator to maintain and manage the business of providing the Franchise Services on the basis that, to the extent possible and practicable, such business will be transferred, in the manner contemplated under the franchise agreement, as a going concern at the end of the Franchise Period to, and continued immediately thereafter by, a Successor Operator. Some proposals for change could be seen as cutting across this going concern obligation.
- Clause 25.4 obliges the franchise operator not to take any action or steps which is or are designed, directly or indirectly, to prejudice or frustrate the transfer as a going concern of the business of providing the Franchise Services at the end of the Franchise Period to a Successor Operator. Again, some proposals for change could be seen as an attempt to frustrate such a transfer.
- Clause 27.2 states that the franchise operator shall not, without the prior consent of the Strategic Rail Authority (which shall not be unreasonably withheld or delayed) vary, or purport to vary, the terms or conditions of any Key Contract where such variation first takes effect in the last 12 months of the Franchise Period, or where all or part of such variation first takes effect after the end of the Franchise Period. The definition of Key Contracts includes all Station Leases and any Station Access Agreement to which the franchise operator is a party as the beneficiary rather than as the facility owner. Thus, in the last 12 months of the franchise, almost all Conditions Change Proposals and Proposals for Change are likely to require the prior consent of the Strategic Rail Authority. In the revised Template Franchise Agreement this clause has been extended to apply at all times to any Key Contract that the SRA expressly specifies by notice.

The practical effect of all these clauses is that it is essential to discuss all proposed changes with the Strategic Rail Authority and, where appropriate, obtain their prior consent.

### **Ticketing and Settlement Agreement**

Where a proposed change affects the opening hours of the ticket office, as well as processing that change through the Part B and/or Part C procedures, it is also necessary to comply with the provisions of the Ticketing and Settlement Agreement. Chapter 6: Retailing imposes an obligation on the Lead Retailer at a Regulated Station to use its reasonable endeavours to ensure that each of its ticket offices at that station is open between the times specified for that station in Schedule 17 of the TSA.

An operator may change the opening hours where this is necessary in response to a material shift in the timing of demand for the sale of rail products provided that the time during which

the relevant ticket office is open each day is not materially reduced. The separate procedure laid down by the TSA for implementing this change would then need to be complied with.

# General Approvals

## Introduction

The Regulator has issued a number of General Approvals which apply to Station Access Agreements. Those relating to franchised stations in England & Wales and those which have nationwide application are summarised below, first in a list format and then in the form of a "Look-Up" table. Approvals having a like effect have generally been issued for franchised stations in Scotland and for Independent Stations. These are listed beneath the relevant England and Wales General Approval to which they are equivalent.

The approvals granted by these General Approvals are for the purposes of section 22 of the Railways Act 1993 (as amended by the Transport Act 2000) only and nothing contained in a General Approval relieves any party from the need to comply with the requirements set out in Part B or Part C of the National Station Access Conditions in relation to a modification to the station access documentation or a change to the station.

Some of the approvals granted are on a qualified basis. This is indicated in the Look-Up table but for complete details reference should be made to the text of the relevant General Approval. If in doubt professional advice should be obtained.

## General Approvals

### ***Non-passenger Station Access Contracts (Agreed Amendments to Charges) General Approval 1996 (No. 4)***

Approval for any amendment relating exclusively to the charges payable by the non-passenger operator under the relevant qualifying station access agreement.

### ***Station Access General Approval (Franchised Station) (Exclusive Station Services) (Passenger Operator) 1997 (No. 3)***

Approval for the alteration of the Exclusive Station Services in Schedule 2.

Station Access General Approval (Scotland) (Franchised Station) (Exclusive Station Services) (Passenger Operator) 1997 (No. 9)

Station Access General Approval (Independent Station) (Exclusive Station Services) (Passenger Operator) 1997 (No. 21)

Station Access General Approval (Scotland) (Independent Station) (Exclusive Station Services) (Passenger Operator) 1997 (No. 26)

### ***Station Access General Approval (Franchised Station) (Freight Operator) 1997 (No. 4)***

Approval for the alteration of:

- the Core Use in Schedule 1 paragraph 4 (Station Supplement);
- the User's Common Charges, the Exclusive Station Services, the Exclusive Charges or the Additional Charges in Appendix 1 of Schedule 1 (Station Supplement);
- the Exclusive Station Services or related specifications in Schedule 1 (Station Supplement);
- the addresses for service in Schedule 2 (Station Supplement)

Station Access General Approval (Scotland) (Franchised Station) (Freight Operator) 1997 (No. 10)  
Station Access General Approval (Independent Station) (Freight Operator) 1997 (No. 22)  
Station Access General Approval (Scotland) (Independent Station) (Freight Operator) 1997 (No. 27)

***Station Access General Approval (Franchised Station) (Common Station Amenities and Services) 1997 (No. 5)***

Qualified approval for the alteration of:

- the following matters set out in Annex 1 of the Station Access Conditions as incorporated into a franchised station access agreement:
  - the Common Station Amenities for all Users in paragraph 1;
  - the Common Station Amenities for Passenger Operators in paragraph 2;
  - the Common Station Services for all Users in paragraph 3;
  - the Common Station Services for Passenger Operators in paragraph 4;
  - the hours in paragraph 5;
  - the entry in column 2 ("Included on Plan") in paragraph 6;
  - the Default Interest Rate in paragraph 7;
  - the Core Facilities in paragraph 8;
  - the location of the Station Register in paragraph 9;
  - the Station Facilities in paragraph 10;
  - the specification for Common Services in Appendix 1;
  - the Plan in Appendix 2;
  - the Statement of Condition in Appendix 3;
  - the description, presence at station, quantity, responsibility for maintenance or responsibility for repair of Station Equipment in Appendix 4;
  - the description, responsibility for maintenance or responsibility for repair of Station Elements in Appendix 5; and
  - the Excluded Equipment in Appendix 6;
- the Common Station Amenities and Common Station Services which may be changed only by unanimous agreement of all Users in Annex 3 of the Station Access Conditions; and
- the Amenity/Service period or percentage set out in Annex 6 of the Station Access Conditions.

Station Access General Approval (Scotland) (Franchised Station) (Common Station Amenities and Services) 1997 (No. 11)  
Station Access General Approval (Independent Station) (Common Station Amenities and Services) 1997 (No. 20)  
Station Access General Approval (Scotland) (Independent Station) (Common Station Amenities and Services) 1997 (No. 25)

***Station Access General Approval (Franchised Station) (Agreements & Specifications) 1997 (No. 6)***

Approval for the alteration of:

- the Existing Agreements in Annex 5;
- the contract particulars or the addresses for service in Annex 8;
- the disrepairs to be remedied in Annex 10;
- the obligations of the Station Facility Owner in paragraph 1 of Annex 11 and the obligations of the Station Facility Owner in paragraph 2 of Annex 11;
- the Repair and Maintenance Specifications in Annex 12.

Station Access General Approval (Scotland) (Franchised Station) (Agreements & Specifications) 1997 (No. 12)

Station Access General Approval (Independent Station) (Agreements & Specifications) 1997 (No. 18)

Station Access General Approval (Scotland) (Independent Station) (Agreements & Specifications) 1997 (No. 23)

***Station Access General Approval (Franchised Station) (Contract Particulars) 1997 (No. 7)***

Approval for the alteration of:

- the name or registered office of the Station Facility Owner or the Beneficiary in paragraph 1 or 2 of Schedule 1;
- the percentage of Common Charges in paragraph 9 of Schedule 1 in conjunction with the deletion of the words "as at the Commencement Date" in Clause 6.1;
- the addresses for service on the Station Facility Owner or the Beneficiary in paragraph 1 or 2 of Schedule 3.

Station Access General Approval (Scotland) (Franchised Station) (Contract Particulars) 1997 (No. 13)

Station Access General Approval (Independent Station) (Contract Particulars) 1997 (No. 19)

Station Access General Approval (Scotland) (Independent Station) (Contract Particulars) 1997 (No. 24)

***Station Access General Approval (Franchised Station) (Long Term Charge) 1998 (No. 5)***

Qualified approval for:

- the alteration of the amount referred in the definition of the "Long Term Charge" in paragraph 3 of Annex 9);
- the deletion and substitution of specified words in Condition F11.2.1; and
- the inclusion of a new Condition F11.2.1A dealing with mid-year calculation.

Station Access General Approval (Scotland) (Franchised Station) (Long Term Charge) 1998 (No. 6)

<b>Station Access Agreement</b>			
<b>Clause, Schedule etc</b>	<b>Amendment(s) covered by General Approval</b>	<b>Qualified approval?</b>	<b>General Approval</b>
Clause 6.1	Deletion of the words "as at the Commencement Date" in conjunction with the amendment to Schedule 1 paragraph 9 detailed below	No	1997 No. 7
Schedule 1, paras. 1 or 2	The name or registered office of the Station Facility Owner or the Beneficiary	No	1997 No. 7
para. 9	The percentage of Common Charges in conjunction with the amendment to Clause 6.1 detailed above	No	1997 No. 7
Schedule 2	The Exclusive Station Services	No	1997 No. 3
Schedule 3, paras. 1 or 2	The address for service of the Station Facility Owner or the Beneficiary	No	1997 No. 7

<b>Master Station Access Agreement (Station Supplement)</b>			
<b>Clause, Schedule etc</b>	<b>Amendment(s) covered by General Approval</b>	<b>Qualified approval?</b>	<b>General Approval</b>
Schedule 1 para. 4	The Core Use	No	1997 No. 4
Schedule 1 Appendix 1	The charges payable by the non-passenger operator	No	1996 No. 4
Schedule 1 Appendix 1	The User's Common Charges, the Exclusive Station Services, the Exclusive Charges or the Additional Charges	No	1997 No. 4
Appendices 2 and 3	Exclusive Station Services or related specifications	No	1997 No. 4
Schedule 2	The addresses for service	No	1997 No. 4

Station Access Conditions (including Station Specific Annexes)			
Clause, Schedule etc	Amendment(s) covered by General Approval	Qualified approval?	General Approval
Condition F11.2.1	The deletion of specified words and the substitution of specified words	Yes	1998 No. 5
Condition F11.2.1A	The inclusion of a new Condition F11.2.1A, as specified	No	1998 No. 5
Annex 1 para. 1	The Common Station Amenities for all Users	Yes	1997 No. 5
para. 2	The Common Station Amenities for Passenger Operators	Yes	1997 No. 5
para. 3	The Common Station Services for all Users	Yes	1997 No. 5
para. 4	The Common Station Services for Passenger Operators	Yes	1997 No. 5
para. 5	The hours	No	1997 No. 5
para. 6	The entry in column 2 ("Included on Plan")	No	1997 No. 5
para. 7	The Default Interest Rate	No	1997 No. 5
para. 8	The Core Facilities	Yes	1997 No. 5
para. 9	The location of the Station Register	No	1997 No. 5
para. 10	The Station Facilities	Yes	1997 No. 5
Annex 1, Appendix 1	The specification for Common Services	No	1997 No. 5
Appendix 2	The Plan	No	1997 No. 5
Appendix 3	The Statement of Condition	No	1997 No. 5
Appendix 4	The description, presence at station, quantity, responsibility for maintenance or responsibility for repair of Station Equipment	Yes	1997 No. 5
Appendix 5	The description, responsibility for maintenance or responsibility for repair of Station Elements	Yes	1997 No. 5
Appendix 6	The Excluded Equipment	Yes	1997 No. 5
Annex 3	The Common Station Amenities and Common Station Services which may be changed only by unanimous agreement of all Users	Yes	1997 No. 5
Annex 5	The Existing Agreements	No	1997 No. 6
Annex 6	The Amenity/Service period or percentage	Yes	1997 No. 5
Annex 8, Schedules 1 and 2	Contract particulars or the addresses for service	No	1997 No. 6
Annex 9, para. 3	The alteration of the amount referred to in the definition of Long Term Charge	Yes	1998 No. 5
Annex 10	The disrepairs to be remedied	No	1997 No. 6
Annex 11, para. 1	The obligations of the Station Facility Owner	No	1997 No. 6
para. 2	The times and obligations of the Station Facility Owner	No	1997 No. 6
Annex 12	The Repair and Maintenance Specifications	No	1997 No. 6

## Closure

### *Introduction*

Sections 37-50 of the Railways Act 1993 regulate proposals to discontinue franchised passenger services, or to close operational passenger networks or railway facilities used in connection with passenger services. Before the amendments implemented by the Transport Act 2000, responsibility for examining closure proposals lay with the Regulator from whom there was a right of appeal to the Secretary of State. The 2000 Act transferred the Regulator's responsibility to the Strategic Rail Authority and also made some important changes to the text of sections 37-50, but the fundamental principles established in the 1993 Act remain, so settled practice relating to the closure procedures as they applied under the Regulator continues to be of relevance.

This note approaches the closure provisions of the 1993 Act (as amended by the 2000 Act) in a question and answer format. Given the recent transfer of responsibility from the Regulator to the Strategic Rail Authority, the note concentrates on the provisions of the legislation rather than on the detail of application procedures: in due course the Strategic Rail Authority will no doubt establish their own procedures in their role as successor to the Regulator.

### *Who does what?*

The Strategic Rail Authority considers all closure proposals and forms an initial opinion as to whether or not any proposed closure should be permitted to take effect. Where the Authority is of the opinion that a closure proposal should be permitted, it must publish details of that proposal so that interested parties may lodge details of their objections with the Secretary of State. The Secretary of State must send copies of every objection he receives to the appropriate Rail Passengers' Committee which has a statutory duty to consider whether or not the proposed closure will cause any hardship, and if so, to identify means of alleviating that hardship. The Rail Passengers' Committee sends a report of its conclusions to the Secretary of State who ultimately decides whether or not a proposed closure should be permitted.

### *What is covered by the closure provisions?*

The closure provisions apply to proposals to discontinue non-franchised or franchised passenger services and proposals to close operational passenger networks or railway facilities used in connection with passenger services, including those operated on behalf of the Authority. The remainder of this note concentrates on the provisions which apply to proposals to close railway facilities used in connection with passenger services.

### *Precisely when do the closure provisions apply?*

Section 41 of the 1993 Act is the principal section dealing with proposals to close railway facilities used in connection with passenger services. In this context a railway facility means a station or a light maintenance depot (or any part) and the section applies to any proposal to close either the whole or any part of the relevant facility provided that at sometime within the preceding five years it has been used in connection with the provision of services for the carriage of passengers by railway. Thus, if the facility in question (or the part proposed to be closed) has been out of use for more than five years it may be closed without the need to comply with the closure provisions in the 1993 Act.

In determining whether the relevant facility (or part) has been used in connection with the provision of passenger services within the five year period certain services are disregarded, namely, passenger services which involve travel through the Channel Tunnel, or which are designated as "experimental passenger services" within the meaning of section 48 of the 1993 Act (or its predecessor section 56 of the Transport Act 1962) or which are provided otherwise than as regular scheduled services. It is also possible, though highly unusual, for a station or light maintenance depot to be designated as exempt from the closure provisions by an order under section 49(5) of the 1993 Act.

***What is the process for considering closures?***

Section 41 effectively provides two separate procedures, the "minor closure procedure" and the "full closure procedure", so the first decision for the operator is to consider whether an approach to the Strategic Rail Authority for a certificate of minor closure is appropriate. If not the operator must give notice of its proposal to the Authority and the full procedure will then apply.

***What is a "minor closure"?***

In relation to a station, a minor closure means the discontinuance of the operation of a part of the station which is not necessary for the use of the station for the purpose of, or in connection with, the provision of services for the carriage of passengers by railway. In the case of a light maintenance depot a minor closure means any such discontinuance as would not jeopardise the provision of any services for the carriage of passengers by railway. If the Authority accepts that the proposal qualifies as a minor closure it will issue a letter to that effect. Otherwise the full closure procedure must be applied.

***How does the full closure procedure work in outline?***

The process starts with the operator giving notice of its proposal to the Authority, which then forms an opinion as to whether or not the proposed closure should be permitted to take effect. If the Authority thinks that the proposed closure should not be permitted to take effect, the Authority is then under a duty to secure the continued operation of the relevant facility (or part) after the date on which the operator proposes that its closure should take effect. If the Authority is of the opinion that the proposed closure should be permitted to take effect, the Authority must begin a consultation exercise which ultimately results in the Secretary of State making the final decision on the closure question.

***What is the Authority's role in the process?***

The operator must give notice of its proposal to the Authority not less than three months before the date on which it proposes the closure should take effect. The notice must be accompanied by a statement of the operator's reasons for the proposal, a statement of the date on which the operator proposes that the closure will take effect and details of the operator's view as to any alternative facilities which are available for the provision of services corresponding to those provided by the facility to be closed.

If the Authority believes the proposed closure should be permitted, it must publish details of the proposal on two successive weeks in a local newspaper, in two national newspapers and in such other manner as appears to the Authority to be appropriate. The notice must give particulars of the proposal and the date on which it will take effect, particulars of any

alternative facilities which appear to the Authority to be available for the provision of services corresponding to those provided by the facility to be closed, the addresses of the premises at which a statement of the reasons for the proposed closure can be inspected or from which a copy of that statement can be obtained (and the amount of any fee payable for copies) and a statement of the address at which objections to the proposed closure may be lodged with the Secretary of State within such period (being not less than six weeks from the date of the last publication of the notice in a local newspaper) as may be specified for the purpose in the notice.

### ***What is the role of the Secretary of State?***

At the same time as it publishes details of the closure proposal the Authority must send a copy of the notice, a copy of the statement of reasons and a copy of its recommendations with respect to the conditions (if any) to be attached to any consent to the closure to the Secretary of State, to the Mayor of London if the whole or any part of the area affected by the closure is in Greater London, and to every Rail Passengers' Committee whose area includes any part of the area affected by the proposed closure. A copy of the notice must also be sent to every person who is the operator of a station within the area affected, requiring that person to publish that notice at its station.

The Secretary of State must forward to the relevant Rail Passengers' Committee a copy of any objection to the proposed closure which is lodged with him. In due course, the Secretary of State receives a report from the Rail Passengers' Committee. It is then for the Secretary of State to decide whether the proposed closure should be allowed to take effect.

### ***What is the role of the Rail Passengers' Committee?***

The Rail Passengers' Committee must consider whether or not the proposed closure will cause any hardship, identify any reasonable means of alleviating any such hardship and send a report of its conclusions to the Secretary of State. In determining what means of alleviating hardship are reasonable, the Rail Passengers' Committee must balance the cost to the Authority of employing those means against the benefit of any alleviation thereby secured and must conclude that the expenditure involved represents good value for money.

To facilitate the discharge of its functions a Rail Passengers' Committee may, after consultation with the Secretary of State, hold public hearings and in conducting any such hearing must take into account such matters as may be notified to it by the Secretary of State. The Rail Passengers' Committee must report to the Secretary of State within twelve weeks (or such longer period as the Secretary of State may allow) following the end of the period within which objections to the proposed closure may be lodged with the Secretary of State.

The Rail Passengers' Committee must also send a copy of its report to the Rail Passengers' Council and may publish its report in any manner which it considers appropriate.

### ***How does the Secretary of State make his decision?***

Before deciding whether or not to allow the proposed closure, and if so whether to impose any and, if so, what conditions, the Secretary of State considers the reasons for the proposed closure set out in the copy statement sent to him by the Authority, any objections to the proposed closure which have been lodged with him and the content of the report received

from the Rail Passengers' Committee.

The Secretary of State may allow the proposed closure to take effect on such conditions as he sees fit. When the Secretary of State has made a decision with respect to the proposed closure he must send a copy to the Regulator, the Strategic Rail Authority, the relevant Rail Passengers' Committee(s) and the relevant operator of the station or light maintenance depot in question. A copy of his decision must also be sent to every person who is the operator of a station within the area affected requiring that person to publish the decision at that station.

## Extract from the Passenger Rail Industry Overview - June 1996

The following is extracted from the "Passenger Rail Industry Overview" published in June 1996 by the Office of Passenger Rail Franchising, now the Strategic Rail Authority, whose permission to reproduce it here is gratefully acknowledged. Given its publication date it should, obviously, be used with care. Nonetheless it remains a good general introduction to the structure adopted for regulated station access and to the contents of the template documents developed at that time.

### 4.3 Access to Stations

#### Introduction

A station is broadly any premises used as a passenger railway station and includes associated land such as the approaches, forecourts and car parks.

Railtrack is the freeholder of nearly all stations in Great Britain. With the exception of the Independent (or "Major") Stations, virtually all of Railtrack's stations are leased to one of the TOCs. They, in turn, may grant access to other train operators which wish to use the stations. The TOC to which Railtrack leases a particular station will usually be the one which has the greatest current use of that station. At Independent Stations, Railtrack grants access to train operators which wish to use them.

Agreements for access to stations are regulated. The lease of a station is not regulated but, by incorporating a set of rules (currently the National Station Access Conditions 1996) known as the "Station Access Conditions" (which are also incorporated in station access agreements and approved by the Regulator), it includes provisions which are subject to regulation.

The descriptions of arrangements for access to stations in this section relate to passenger operators (other than open access operators) unless otherwise stated.

#### Stations Leased by Railtrack

A TOC which leases a station from Railtrack becomes what is known as the facility owner or SFO of the relevant station. The SFO may be required to enter into station access agreements with other train operators wishing to gain access to the relevant station ("Users"). Such Users may include both passenger and non-passenger train operators.

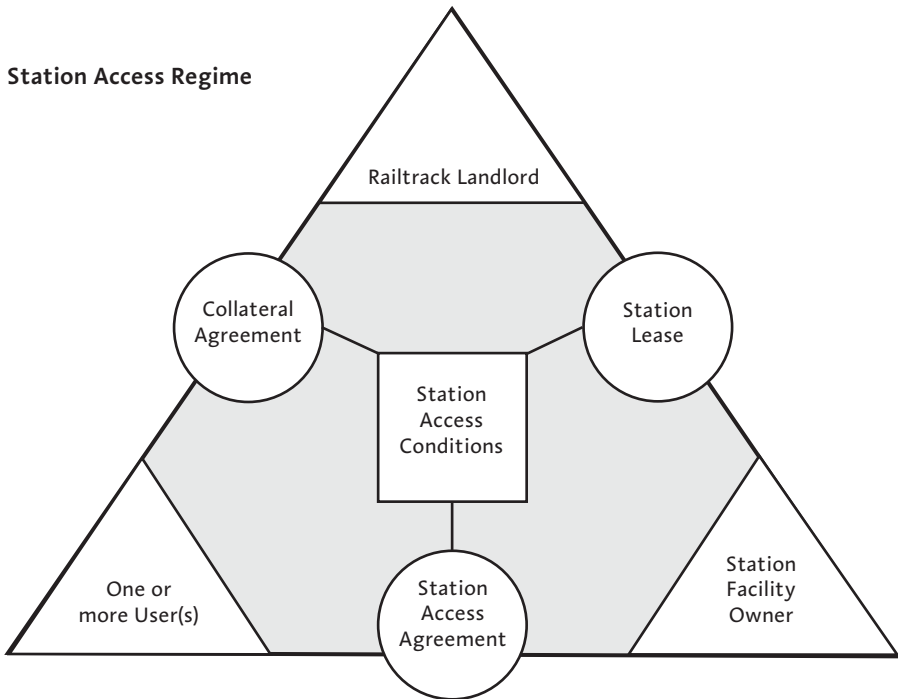
Each station access agreement grants access to a particular train operator and incorporates a set of rules known as the "Station Access Conditions". The station lease also incorporates the Station Access Conditions.

Each User is, as a condition of its station access agreement, required to enter into a collateral agreement with Railtrack. Railtrack is also obliged, under a provision in the station lease, to enter into a collateral agreement with each User. This agreement provides a direct contractual relationship between Railtrack and each User, enabling each User to enforce Railtrack's obligations in the Station Access Conditions and (where failure to perform would operate to the detriment of the User) in the lease and Railtrack to enforce each User's obligations under the Station Access Conditions and (where failure to perform would operate to the detriment

of Railtrack) in the station access agreement. The collateral agreement also incorporates the Station Access Conditions.

The Station Access Conditions set out certain rights and obligations of each of Railtrack (as landlord of the Station), the SFO (as tenant) and the Users. Generally, the SFO is responsible for operating the station, for routine maintenance and certain repairs and for providing relevant station services to Users. Broadly, Railtrack is responsible for repairs to the structure of the station and some maintenance and other typical landlord's obligations such as buildings insurance. If there is a conflict between the Station Access Conditions and the document incorporating them, the Station Access Conditions prevail. See below under "Station Access Conditions".

### Station Access Regime



### Structure of Station Charges

Users pay all of their station access charges to the SFO. For passenger operators these include charges for common services and common amenities provided to all passenger operators and for exclusive services provided to some but not all Users. Details of the calculation of these charges are set out below. Passenger operators also pay to the SFO their respective share of the "Long Term Charge". The Long Term Charge is a contribution towards Railtrack's costs of repairing and maintaining the structure of stations and provides a return on the modern

equivalent asset value of the relevant station.

The SFO pays rent to Railtrack under the station lease. This includes both its own share of the Long Term Charge and each passenger operator's share of the Long Term Charge paid to the SFO as part of that passenger operator's access charge. The credit risk in relation to the Long Term Charge is borne entirely by Railtrack. Therefore, failure by a passenger operator to pay its share of the Long Term Charge to the SFO results in a corresponding reduction in the rent payable by the SFO to Railtrack under the station lease. Railtrack is entitled to pursue the defaulting passenger operator for such non-payment and ultimately to require the SFO to terminate the defaulting passenger operator's station access agreement. The rent payable to Railtrack by the SFO also includes two further elements described below.

### **Station Access Agreements**

The station access agreement is a bilateral contract between the SFO and a User and incorporates the Station Access Conditions. In general, passenger operators will have a separate station access agreement for each of the stations which they use. Non-passenger operators will generally have one station access agreement with each TOC which will grant access to all of the stations for which that TOC is SFO. These arrangements are described in more detail below.

A station access agreement contains a number of conditions precedent which need to be fulfilled before it becomes fully effective.

Under the station access agreement, the SFO grants the User and its associates permission to use the station and the right to receive certain station services at the station. The various amenities and services available to the User at a station are those specified in the station access agreement or in the Station Access Conditions. These are categorised as "common" services and amenities (which are used by the SFO and all passenger operators (and, in some cases, all Users)) and "exclusive" services (which are provided to one or more Users but not to all). Common services and amenities are specified in Annex 1 to the Station Access Conditions. Exclusive services, if any, are detailed in a schedule to the station access agreement for the relevant User.

A station access agreement is generally for a fixed term of up to seven years. A station access agreement specifies a number of events of default in respect of which the parties are given rights to suspend and/or terminate the agreement. The events of default include defined insolvency events, material breaches of the station access agreement and termination of the User's track access agreement. The innocent party is generally required to give the defaulting party a reasonable opportunity to rectify the default.

A station access agreement provides for the charges payable for access to the station. For passenger operators, these are comprised of a share of the Long Term Charge and charges for common services and amenities and exclusive services. Charges for common services and amenities and the Long Term Charge are calculated in accordance with the Station Access Conditions and are discussed below under "Station Access Conditions". Charges for exclusive services are negotiated between the SFO and the Users who wish to receive them.

The station access agreement contains restrictions on the SFO against disposing of any interest in the station such that it would or might cease to be the facility owner. Also, it may not create any security over its interest in the station except on terms approved by the Regulator.

## **Station Leases**

Most existing station leases are for a term of about seven years. They are replaced on the franchising of the SFO's business by a new lease, in most cases for a duration equal to the franchise term granted but otherwise on similar terms to the existing station lease. The exceptions are where the franchise is to be granted for a period of more than seven years. The provisions of longer term leases, to coincide with a longer term franchise, are presently being negotiated with Railtrack. Where such longer term leases are entered into, a number of provisions will be adjusted to reflect the longer term being granted. New station leases will generally not confer security of tenure under Part II of the Landlord and Tenant Act 1954 or the Tenancy of Shops (Scotland) Act 1949, by virtue of section 31 of the Railways Act. In the case of stations in England and Wales, in those exceptional cases where section 31 may not apply, the lease will be expressly "contracted out" of Part II of the Landlord and Tenant Act 1954.

Each station lease incorporates the Station Access Conditions.

The rent payable by the SFO under a station lease has three components:

- the Long Term Charge, which is subject to an adjustment formula;
- property rent (calculated on the basis of a proportion of the income derived from lettings at the station during 1994/95 and a proportion of income from car parks at the station during 1993/94), indexed by reference to the implied gross domestic product deflator at market prices published by the Central Statistical Office; and
- 50 per cent. of actual rents and other payments to the SFO for car boot sales, markets and fairs in the station car park(s) held under agreements and arrangements (whether or not formally documented) which existed before 1 April 1994.

Each of these components is payable at different intervals – four-weekly in arrear, quarterly in advance and quarterly in arrear respectively.

Railtrack's right to distrain for unpaid rent does not arise until after giving notice of the rent arrears, in respect of any assets of the SFO which are necessary for the provision of station services.

Railtrack consents in advance to alterations or additions to the station for which a proposal for change is accepted under Part C of the Station Access Conditions, or which are approved, or deemed to have been approved, in other specified ways (for example, where Railtrack has approved particular works under the Station Access Conditions).

Railtrack's consent is required for all other alterations or additions (except alterations to an internal part of the station not affecting structure). Such consent may not be unreasonably withheld or delayed.

The SFO may not transfer the station lease, or deal with it in other ways (including the grant of any security interest over the station lease) except to the extent that the station lease provides that it may do so. In particular, it may underlet certain core facilities to Users without consent, as long as the underlease excludes business security of tenure and subject to certain other conditions. It may also grant access agreements.

Granting of underleases of parts of a station at market rent may be permitted subject to certain conditions, including Railtrack's consent which may not unreasonably be withheld or delayed.

The SFO may create a security interest over the station lease with Railtrack's consent (which may not be unreasonably withheld or delayed) provided it is not in contravention of sections 27(3) and (4) of the Act.

Railtrack may terminate the station lease if rents are in arrears for more than 21 days, or if the SFO is in substantial or material breach of its obligations in the station lease (including the Station Access Conditions) or the SFO or any guarantor of the SFO's obligations in the station lease becomes insolvent. The station lease may also be terminated in other circumstances, such as the loss by the SFO of its station licence, track access agreement or franchise agreement. Railtrack's termination rights in these circumstances are subject to certain restrictions imposed on all landlords by common law and by statute. Railtrack has agreed to defer the exercise of this right of termination for up to three months or, at the request of the Franchising Director, for up to six months. This longer deferral period is provided for in the direct agreement entered into between the Franchising Director and Railtrack which is designed to secure (amongst other things) the continuation of services in the event of unexpected termination of the station lease (see section 4.9, "Direct Agreements").

The station lease may be terminated by the SFO upon 14 days' notice if the station is damaged or destroyed by any cause, so as to become wholly or substantially unfit for the use permitted by the Station Access Conditions and Railtrack has failed to reinstate within three years after such damage or destruction. Either party may terminate the station lease upon 14 days' notice if Railtrack is unable to obtain the necessary consents to reinstate the station following such destruction or damage.

In the event that certain changes are accepted in accordance with Part C of the Station Access Conditions, there are provisions for the termination of underleases and other arrangements. In those circumstances the station lease itself may be terminated under Part C of the Station Access Conditions.

Railtrack may also terminate the station lease for the purpose of carrying out works necessary for the operation of its railway undertaking where such works are the subject of a "Proposal for Change" under the Station Access Conditions or are not capable of forming the subject matter of such a proposal. This right may be exercised only in relation to parts of the station which have been identified for this purpose in the station lease. Railtrack must give at least six months' notice of termination unless the works are urgent, when it must give at least 28 days' notice.

In certain circumstances the SFO agrees to surrender its station lease to Railtrack. The first is the completion of a lease of the station to a franchisee or its wholly owned subsidiary or a franchise operator, and is intended to operate to terminate the TOC's lease upon the grant of the first franchise. The second is the expiration of any period of experimental operation of the station or its related passenger services. Either party may require a surrender to take place in these circumstances upon three months' notice. The other circumstances are if the SFO ceases to use or operate the station for more than three months except in circumstances beyond the SFO's control and if the SFO is unable to use or operate the station for a similar period other than for reasons beyond Railtrack's control. Railtrack may require a surrender in the former case and the SFO may do so in the latter case, in each case upon 20 business days' notice.

Where a station is affected by an advertising, exhibition or retailing contract which also affects one or more other stations, Railtrack must account to the SFO for the proportion allocated by the contract to that station or (if the contract does not allocate such a proportion) a fair and reasonable proportion, attributable to the station, of the total income arising from that contract. A similar arrangement applies to certain telephone contracts but in those cases, the SFO's proportion of the income is 25 per cent of the sum attributable to the station (less Railtrack's specified, or fair and reasonable, management fee).

### **Collateral Agreements**

The collateral agreement is a bilateral contract between Railtrack and a User and incorporates the Station Access Conditions. This agreement creates a direct contractual relationship between Railtrack and each User, enabling the User to enforce Railtrack's obligations in the Station Access Conditions and (where failure to perform would act to the detriment of the User) in the station lease. It also allows Railtrack to enforce the User's obligations under the Station Access Conditions and (where failure to perform would act to the detriment of Railtrack) in its station access agreement. The collateral agreement becomes fully effective, and terminates, at the same times as the station access agreement.

### **Station Access Conditions**

The Station Access Conditions are a set of rules which are incorporated in the same form into the station lease, each station access agreement and each collateral agreement at any particular station. These may vary from station to station. They contain relevant rights and obligations which apply to all Users, the SFO and/or Railtrack at that particular station.

The Station Access Conditions for each station are made up of two distinct sections: Parts A to Q and the Annexes.

Parts A to Q of the Station Access Conditions contain the rights and obligations of the parties. Part A contains definitions and rules of interpretation. A summary of Parts B to Q is set out below. The order in which the Parts are arranged is not intended to be indicative of their relative importance. The Parts are not self contained and should be read together as a whole.

The Station Access Conditions are divided into the following Parts:

Part A	-	Organisation of the Access Conditions and Definitions
Part B	-	Modifications to the Station Access Conditions
Part C	-	Changes to Common Station Amenities and Common Station Services
Part D	-	Works, Repairs and Maintenance
Part E	-	Insurance
Part F	-	Access Charging
Part G	-	Existing Agreements and Third Party Rights
Part H	-	Litigation and Disputes
Part I	-	Station Register
Part J	-	Rights Granted Over Adjacent Property
Part K	-	Rights Reserved by Railtrack
Part L	-	Remedies
Part M	-	Environmental Protection
Part N	-	Other Positive Obligations
Part O	-	Other Negative Obligations
Part P	-	Attribution of Costs
Part Q	-	General

The Annexes to the Station Access Conditions include details relating to the station, attributions of responsibility and specific descriptions of the areas to which the obligations in Parts A to Q relate. They also include the text of the collateral agreement. The Annexes will be customised for each station.

The following is a summary of certain features of a typical set of Station Access Conditions.

#### ***Modifications to the Station Access Conditions (Part B)***

Part B provides two procedures by which the Station Access Conditions may be changed. The first is a democratic procedure and the second is a procedure under which the Regulator may himself require changes to be made.

Under the democratic procedure, any of Railtrack, the SFO and any User may propose changes to the Station Access Conditions. All such proposals must go through a consultation process with all affected operators, the HSE and the Franchising Director.

The SFO and passenger operators may vote through changes to the Station Access Conditions. The percentage of votes required to approve a proposal is specified in the Station Access Conditions and may vary from station to station, according to what may be appropriate in the circumstances. The percentage may be changed by the Regulator in certain circumstances. The number of votes which may be cast by the SFO and each passenger operator is based on the proportion that the number of each operator's passenger vehicle departures from the station bears to the number of all passenger vehicle departures from the station. Non-passenger operators have no vote. However, they and minority passenger operators enjoy regulatory protection (if appropriate) because changes which are voted through need the Regulator's approval before they become effective.

Railtrack does not have a vote on a change proposal. However, if it objects to a change and can establish that such change is likely to have a material and adverse effect on its interest in the station, that change may not go ahead. If Railtrack exercises its right of objection in relation to a change, the SFO or any User may appeal to the Regulator against that objection.

In addition to the voting process described above, the Regulator is given certain rights to require changes to the Station Access Conditions. These rights take the form of a short term right, which will normally expire within six months of the Station Access Conditions first being incorporated in a document, and a long term right which will be effective thereafter. The short term right may be exercised by the Regulator if he believes its exercise is necessary or expedient. The long term right may only be exercised if he is satisfied on reasonable grounds that the change is, or is likely to be, reasonably required to promote or achieve the Regulator's objectives as set out in section 4 of the Act, or to avoid or remedy unfair prejudice to any person where the need to avoid such unfair prejudice outweighs the prejudice which will, or is likely to be, sustained by any other relevant person if the change is made. Any such changes may be made only after due consultation with all affected parties and with other relevant statutory bodies such as the Franchising Director. A change will have effect not earlier than 30 days from the date on which notice of such change is given by the Regulator in the case of the short term right and not earlier than 180 days from the date of the Regulator's notice in the case of the long term right.

#### ***Changes to Common Station Amenities and Common Station Services (Part C)***

The SFO is under an obligation to each User to provide the common amenities and common services listed in Annex 1. Part C provides a procedure by which changes may be made to the station, or the common services provided at the station, and the creation or amendment of certain agreements affecting the Users' use of the station may be approved. This is intended to enable the station and the quality or quantity of services at the station to develop to meet the needs of train operators.

The SFO and any User may make a proposal for change. Generally, Railtrack may make such a proposal only for the redevelopment or reconstruction of the station. A proposal may take various different forms, depending on the materiality and nature of the change in question and the identity of the person making the proposal. More stringent requirements apply, and additional protections are included for Users, in respect of most Railtrack proposals than for other types of proposal for change.

All proposals for change must go through a consultation process with all affected train operators and, in the case of more significant proposals, the HSE and the Franchising Director. This is co-ordinated by the SFO. The consultation process allows for a relatively quick initial evaluation and response, at no cost to the sponsor of the proposal. It allows for a more detailed evaluation after the initial response for more significant proposals. The sponsor must pay 75 per cent of the consultees' costs of this detailed evaluation (in the case of proposals sponsored by relevant operators) or all of their costs (in the case of redevelopment proposals sponsored by Railtrack). Certain minor changes should be able to by-pass the full change procedure and some steps in the procedure may be truncated with all parties' agreement.

Railtrack also has an ability to obtain "agreement in principle" to its redevelopment proposals, thus simplifying the initial stages of the consultation process. Once agreement in principle has been achieved, the usual consultation and approval process will follow.

A proposal may be voted through by the SFO and passenger operators unless Railtrack (which does not have a vote) notifies the SFO within a set period that it objects to it and can establish that the change is likely to have a material and adverse effect on its interest in the station. If Railtrack exercises this right in relation to a proposal, the SFO or any User may displace an objection if it can establish (through the disputes mechanism) that implementation of the change in question would not have a material and adverse effect on Railtrack's interest in the station.

Certain proposals may be approved by a specified percentage of votes cast by the passenger operators. The percentage required to approve such proposals is the same as the percentage referred to in Part B. Station redevelopment proposals put forward by Railtrack require approval by all train operators using the station (passenger and non-passenger) and the Station Access Conditions may specify other matters (e.g. changing the opening hours of the station) which also require unanimous approval.

If a proposal is not voted through, it may still go ahead if Railtrack and/or any number of train operators provide appropriate financial undertakings to the others. Where the SFO or Railtrack is required to make a change to the station due to a change of law, the attribution of the costs between Railtrack, the SFO and the Users is determined on a fair and equitable basis in accordance with Part P.

If implementation of a change would require consequential amendments to the station access agreement or would materially diminish the number of passengers or trains that are able to use the station for more than 28 days, the Regulator's approval is required before the proposed change may take effect or be implemented.

Part C contains provision for an appeal by Railtrack or any train operator against the approval or rejection of a proposal for change on the grounds that it is unfairly prejudicial to that person where such unfair prejudice outweighs the prejudice which any other relevant person would otherwise sustain or be likely to sustain. Any such appeal is made in accordance with the Access Dispute Resolution Rules. No change may be put into effect pending the result of an appeal.

A station redevelopment proposal by Railtrack may result in termination of the relevant station lease in whole or in part.

#### ***Work, Repairs and Maintenance (Part D)***

Part D includes the SFO's rights to restrict permission to use a station, thereby limiting the access rights of Users, in order to carry out certain types of works or in emergencies. The SFO may also be required by Railtrack to restrict such permission in similar circumstances. Normally, the SFO must provide reasonable notice of any intended restrictions and must supply details of a reasonable programme for the carrying out of the works. It must also use its reasonable endeavours to consult with each User, must, so far as reasonably practicable,

minimise the extent and period of any restriction and must make reasonable alternative arrangements so as to enable each train operator and its associates to use the station with minimum disruption, difficulty or inconvenience.

Part D also sets out Railtrack's and the SFO's respective maintenance and repair obligations at the station. These obligations relate to the station itself and also equipment at the station. Broadly, the SFO is responsible for routine maintenance and certain repairs, and Railtrack is responsible for structural repairs and some maintenance. Part D includes self-help remedies for both the SFO and Railtrack in the event that the other fails to comply with its maintenance and repair obligations. The defaulting party will bear the cost of any self-help by another.

### ***Insurance (Part E)***

Part E contains provisions for the insurance of the station and the application of insurance proceeds. Railtrack has undertaken the responsibility for effecting property insurance for all stations since 4 February 1996, the date on which the first franchises commenced operation in the private sector. The SFO is responsible for arranging insurance against third party liability and certain other risks. The costs of Railtrack's insurance policy will be payable by the SFO which will recover part from other train operators through the access charges. Railtrack's insurance policy will be subject to an excess for each SFO. This excess is, in general, currently 0.15 per cent of the SFO's total annual turnover less certain deductions (with a minimum excess of £5,000 and a maximum of £175,000 for each loss). In the event of any damage, the amount of the excess will be payable by the SFO and recovered in appropriate proportions from other train operators through the access charges. If an insured risk occurs and affects more than one station or depot operated by a TOC, the excess will be payable only once in relation to that occurrence.

Railtrack must apply any insurance monies received by it (including money received by the SFO and passed to Railtrack) in the repair of any damage to, or reinstatement of, the station. There is a requirement for Railtrack to rebuild buildings to a modern equivalent standard and not necessarily their original form.

None of the parties bound by the Station Access Conditions may do anything which would invalidate any relevant insurance policy or increase the premium payable under that policy.

### ***Access Charging (Part F)***

The access charge payable by a TOC User comprises a charge for the common services and common amenities, the Long Term Charge and a charge for any exclusive services provided to that TOC. Part F is concerned with the calculation and payment of charges for common services and common amenities and the Long Term Charge. Charges for exclusive services are dealt with in the relevant station access agreement, as described above.

In the absence of an offer to the contrary from the SFO, the charges for common amenities and common services are calculated on the basis of the actual costs incurred in providing such amenities and services (the "variable charge"). However, passenger operators may elect, if the SFO offers them the option, to pay for some or all of the common services or common amenities by way of a quoted fixed charge rather than by way of the variable charge. Such election will normally take place annually. To the extent that a passenger operator has elected

to pay fixed charges for an amenity or service, it is not liable for any variable charge attributable to that amenity or service.

Variable charges are based on the costs of operating the station, together with a management fee (together referred to as the "qualifying expenditure"). This is apportioned between passenger operators on the basis of the proportion that each operator's passenger vehicle departures from the station bear to all passenger vehicle departures. The SFO must use all reasonable endeavours to minimise station operating costs (see Part N).

Variable charges are paid on account during the year on the basis of the SFO's best estimate of the qualifying expenditure for that year. Any difference between the amount charged on that basis and the amount actually incurred (as certified by the SFO) is then paid or refunded.

The SFO's and each passenger operator's share of the qualifying expenditure is recalculated annually or more frequently where there has been a material change in the relative vehicle departures of train operators. Fixed charges are unaffected by a recalculation during the course of a year.

The Long Term Charge for 1995/96 is set out in Annex 9 to the Station Access Conditions. The Long Term Charge will be subject to an RPI minus X control (where X is 2) from the 1995/96 base and will also take account of any additional costs arising due to a change of law or any financial benefit to Railtrack of dealing in or managing property.

The Long Term Charge is apportioned between the SFO and passenger operators on the basis of vehicle departures in the same way as is qualifying expenditure. The SFO's and each passenger operators' share of the Long Term Charge is recalculated on a change in the number of passenger operators using the station, or a significant change in the relative vehicle departures of passenger operators. This limitation on recalculation is intended to prevent marginal reductions in services at a station by an operator in order to reduce that operator's share of the Long Term Charge.

Part F contains mechanisms for the review of the access charge. Up until 31 March 1996, the Regulator was entitled to alter the charging provisions in respect of the Long Term Charge. He did not in fact exercise that power.

The Regulator may modify the Station Access Conditions by notice to provide a formula to enable the parties to calculate the appropriate financial benefit to Railtrack of dealing in or managing property which is to be shared with the SFO and Users.

Part F also provides for the Regulator to be able to review the amount, allocation or method of payment of the Long Term Charge by 31 July 2000 (which date the Regulator may extend by up to 90 days) and require the parties to submit proposed amendments to him which give effect to the results of that review.

The SFO and the Users must, on notice from any one of them, review the amounts, the manner of payment and the allocation of the access charge and must negotiate with a view to agreeing any changes. In the absence of agreement after a set period of time, the dispute may

be referred by the SFO or any User to arbitration.

Each User is entitled to inspect the books, records and accounts of the SFO in so far as they relate to common services, common amenities or other services supplied to that User.

In notifying passenger operators of the charges for common amenities and services prior to the commencement of each financial year, the SFO must provide a detailed breakdown of the proposed charges together with comparative figures for the previous year. After the end of each 28 day period, the SFO must supply each passenger operator with a comparison of its then best estimate of the total charge for the financial year and its initial estimate of that charge given before the commencement of that year.

The Regulator has recently issued his preliminary conclusions on the criteria he shall adopt for the approval of station management fees.

### ***Existing Agreements and Third Party Rights (Part G)***

Part G deals with the effects of certain types of pre-existing agreements with third parties or existing rights of third parties on the SFO's or a User's use of the station. Such agreements include agreements with utilities, agreements in respect of retailing at the station and in relation to station advertising and agreements with railway business (for example, BRT). Railtrack and/or the SFO may take certain actions in respect of certain specified agreements (such as implementing or amending them) without the necessity to comply with the procedure by which such changes would otherwise need to be approved under Part C of the Station Access Conditions.

Part G contains certain warranties and indemnities by Railtrack and the SFO, which are intended both to ensure disclosure of any relevant restrictions affecting the use of the station and to allocate liability for non-disclosure. Users' permissions to use a station are subject to all existing agreements identified specifically or generally in the Station Access Conditions.

### ***Litigation and Disputes (Part H)***

Part H provides that Railtrack, the SFO and each User will notify each other of any relevant disputes, claims or litigation affecting the station. The SFO has the authority to carry out litigation affecting the station on behalf of all Users in certain circumstances and below certain financial thresholds.

Most disputes between any of Railtrack and the relevant operators must be referred initially to the Industry Committee established under the Access Dispute Resolution Rules.

### ***Station Register (Part I)***

Part I provides for the SFO to create and maintain a central register of certain agreements, rights, works and documents affecting the station. The register serves mainly to ensure disclosure to existing and would-be Users, and is open for inspection by interested persons. It is intended to inform them of all material events or agreements which may have an adverse impact on the station or its operation.

Given the size of the task of assembling certain parts of the station register, particularly that

containing the existing agreements, the Regulator has agreed to a grace period for full compliance expiring on 31 October 1999.

***Rights Granted Over Adjacent Property (Part J)***

Part J sets out rights granted by Railtrack to the SFO over property which belongs to Railtrack and is adjacent to the station. Where such rights are necessary for the use of a station by Users, they are granted to Users by the SFO as part of the permission to use the station.

***Rights Reserved by Railtrack (Part K)***

Part K sets out rights which Railtrack may exercise over the station. The exercise of those rights must, so far as they relate to the common amenities or common services and involve works or disruption to the station, be approved in accordance with Part C or be carried out in accordance with Part D. Railtrack must ensure its rights under Part K are exercised in such a way as not to prejudice the use of the station by the SFO or Users.

***Remedies (Part L)***

Part L provides for specific remedies between Railtrack, the SFO and Users. It can be disapplied in whole or in part if the parties to a particular station access agreement so desire.

A User may abate its access charge, at the rates specified in Annex 6 or 7, if the SFO fails to open the station or provide specified common amenities or common services at the station. Abatement is not allowed if, and to the extent that, the failure arises from the action of a third party who is unconnected with the station.

The SFO may claim damages from a User or an abatement of rent payable to Railtrack if and to the extent that the User's or Railtrack's activities have led to the SFO not being able to open the station or provide the specified amenities or services.

The SFO must determine who was at fault for the station not being open or the specified amenities or services not being available. The person at fault must make good all amounts abated by the SFO at the rate specified in Annex 6 or 7 or pay such lesser rate as any station access agreement specifies.

A User may also, on notice, carry out repair, maintenance and certain services itself if the SFO or Railtrack is not performing those services or is not performing them to the agreed standard. The cost of a User performing such services itself may be deducted from its access charge.

Railtrack, the SFO and each User must indemnify each other party to an agreement against any losses that party may incur as a result of a breach by them of their obligations under that agreement. Claims under the indemnity may be made only if they exceed certain specified thresholds and are made within a specified time limit.

Claims are limited to direct costs and claims for revenue loss are specifically excluded.

No person is to be held responsible for any failure to carry out its obligations under the station access agreement, station lease or collateral agreement if such obligations cannot be carried

out as a result of certain events which are out of the reasonable control of the party in breach of its obligations.

The remedies regime for failure to provide services and amenities may be subject to amendment.

#### ***Environmental Protection (Part M)***

Part M is concerned with the notification and remedy of environmental damage to the station or of circumstances likely to give rise to such environmental damage.

Each User must promptly notify the SFO, and the SFO must notify Railtrack, of the occurrence of environmental damage or any circumstances likely to give rise to environmental damage. Depending on the circumstances, the SFO may be entitled to remedy such circumstances or damage at the expense of Railtrack.

Railtrack may require remedial action to be taken by the SFO or a User where environmental damage or circumstances likely to give rise to environmental damage results from the activities of that train operator. Railtrack may take such action itself in an emergency or where the responsible train operator fails to do so.

The SFO and each User must indemnify Railtrack against any costs and expenses incurred by Railtrack as a result of any environmental damage or circumstances likely to give rise to environmental damage caused by it. Railtrack must indemnify the SFO and each User against any costs or expenses incurred by the SFO or that User as a result of environmental damage arising before the earlier of the date of Railtrack's privatisation or the date of commencement of the relevant SFO's franchise.

#### ***Other Obligations (Parts N and O)***

Parts N and O set out miscellaneous obligations of Railtrack, the SFO and any User.

Significant obligations on the SFO include the obligation to minimise costs in operating the station, the obligation to open the station at set times and the obligation not materially to change the common amenities or common services otherwise than in accordance with the Station Access Conditions.

Obligations on the SFO and Users include obligations not to use the station otherwise than for specific purposes, not to alter the station and not to cause a breach of the Station Access Conditions by any other person.

Railtrack is obliged to collect and dispose of track litter within the vicinity of the station. The costs will be borne by Railtrack (25 per cent.) and all passenger operators which use the station (75 per cent.).

#### ***Attribution of Costs (Part P)***

Part P deals with the attribution of certain costs between Railtrack, the SFO and each User. It does not deal with the attribution between passenger operators of any costs forming part of the qualifying expenditure referred to in Part F.

Costs incurred by any person in respect of the supply of electricity, gas etc to the station, safety requirements as a result of the direction of any competent authority or change of law or in relation to both common station amenities or services and any other amenities or services provided in respect of the station will be attributed on a fair and equitable basis between Railtrack, the SFO and each User.

### ***General (Part Q)***

Part Q contains provisions in respect of confidentiality, payments of charges and other general provisions.

### **Miscellaneous Issues**

#### ***Exclusive Amenities***

Access to parts of a station which are used by only one User ("Exclusive Amenities"), is not granted through the station access agreement. Access is to be granted to the User by the SFO by means of a sub-lease at a market rent.

#### ***Station Underletting***

As well as underletting Exclusive Amenities, the SFO may underlet other parts of a station. Certain areas of stations may be leased back to Railtrack, as landlord, in order to enable it to operate the infrastructure. Areas of the station may also be leased to other railway businesses or as retail or other commercial units. As discussed above, part of the historic income from the leased retail units will be paid to Railtrack by way of rent. To the extent that the SFO increases retail use of the station above the indexed historic level it will retain all such income. These underleases will, to the extent they affect the rest of a station and already exist, be Existing Agreements (see above).

#### ***User-to-User Supply of Services***

In certain circumstances a User may provide services at a station to another User. Any contract to this effect is not subject to regulatory approval but is subject to the consent of the SFO.

#### ***Red Star Occupation at Station***

Red Star has permission to use certain stations and some facilities (such as lifts and station vehicle charging points). It also enjoys certain rights (such as pedestrian access from parcel points to trains and vehicular access along certain designated routes). At some stations, the SFO will be obliged to provide services to Red Star and grant (or take subject to) a lease in favour of Red Star of certain premises used in connection with its business. In return, the SFO will receive a service charge (based on Red Star's turnover at the station) and, in respect of leased premises, an agreed rent (subject to three-yearly reviews on an open market basis).

#### ***Interface with London Underground***

London Underground enjoys rights to use certain stations and some of their facilities by virtue of arrangements between BRB and LRT entered into pursuant to statute and predating the Railways Act. British Rail and certain TOCs enjoy similar rights in respect of certain stations owned by London Underground.

The Franchising Director is working to facilitate new agreements between the TOCs and London Underground. These agreements, while not subject to regulation, are intended to be compatible (so far as possible) with the regulated access regime.

It is also intended that London Underground's contributions to the Long Term Charge and qualifying expenditure will be calculated on, broadly, the basis of relative train departures rather than relative vehicle (as defined in the Station Access Conditions) departures.

## Sources of Information

**The Railways Act 1993 (as amended by the Transport Act 2000)**

**Template Regulated Station Access Documents**

**General Approvals issued by the Rail Regulator**

**OPRAF Passenger Rail Industry Overview – June 1996**

**ORR Information Paper No. 2 – Railway Closures**

**ORR Information Paper No. 4 – Closure of Parts of Stations**

**ORR Guidance Note No. 1 – Amendments To Station Access Contracts: Overview**

**ORR Guidance Note No. 2 – Station Access Contractual Change Procedures: Overview**

**ORR Guidance Note No. 3 – Amendments To Station Access Agreements:  
Statutory And Regulatory Requirements**

**ORR Guidance Note No. 4 – Amendments To Station Access Agreements:  
Procedures For Obtaining Specific Approval From The Regulator**

**ORR Guidance Note No. 5 – Amendments To Station Access Agreements:  
Procedure For Submitting Generally Approved Amendments To The Regulator**

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