

Consultation on changes to the general approvals for station and depots – Full list of respondents

1. Arriva Trains Wales
 2. DB Cargo (UK) Limited
 3. Department for Transport
 4. Great Western Railway
 5. London & Birmingham Railway Limited
 6. London Travel Watch
 7. London Overground Railway Operations Limited
 8. London & South Eastern Railway Limited
 9. Merseyrail
 10. Merseytravel
 11. MTR Corporation (Crossrail) Limited
 12. Network Rail
 13. Northern Railway Limited
 14. South West Trains and East Midlands Trains
 15. Stobart Rail
 16. TransPennine Express
 17. Transport for London
 18. Virgin Trains East Coast
 19. West Yorkshire Combined Authority
-

From: ✂ @arrivatw.co.uk]

Sent: 18 October 2016 5:57 PM

To: ✂

Subject: RE: Review of the General Approval (Stations) 2013 and General Approval (Depots) 2013

In reference to your recent consultation, with respect solely to the Depot Annexes – although I and ATW have no qualms regarding changes to the Elements Inventory with respect to quantum of assets. Changes to the split of Responsibility between Repairer and Maintainer could lead to NR adopting a different national position across respective TOCs and Owning Group business, in terms of your oversight as regulator providing uniformity to the Industry this may be of concern.

Regards,



Executive, Access & Licensing
Office of Rail & Road
One Kemble Street
London
WC2B 4AN

DB Cargo (UK) Limited
Steering & Processes
c/o Down Yard Offices
Station Approach
Westbury
BA13 4HP

www.rail.dbschenker.co.uk

Date : 14th October 2016
Ref. : SA Pol 16001 – Consult 2016

Industry Contracts Manager

Phone: ☒
Mobile: ☒
Email : ☒

Dear

Review of the General Approval (Stations) 2013 and General Approval (Depots) 2013

Both DB Cargo (UK) Limited (“DBC”) and Rail Express Systems Limited (“RES”), together “the respondents”, welcome the opportunity to comment on the proposed changes to the General Approvals (“the GAs”) for station and depot access agreements. The current template station and depot access agreements, un-amended use of which permits the application of the GAs, are in some respects unsuitable for use where a freight or charter operator is the access beneficiary, and the resulting necessary amendments require submission for approval through the section 18 process, causing unnecessary delay and additional workload for both parties and for the ORR.

The following comments apply to both respondents, unless stated otherwise.

Annex B: General Approval (Stations) 2013 – proposed changes

1. Bespoke Station Access Conditions (SACs)

The respondents agree that agreements relating to stations with non-standard SACs should continue to be excluded from the relevant GA on the basis that ORR should continue to have regulatory scrutiny of the station LTC.

2. Removal of stations from a Station Access Agreement

The respondents are content that the removal of a station or stations from a Station Access Agreement should be covered by the relevant GA. This change in the scope of the GA will simplify the process for stations being transferred between franchises.

Annex C: General Approval (Depots) 2013 – proposed changes

1. Equipment Inventory

Insofar as both the DFO and access beneficiary will need to agree to any such alteration to depot equipment inventory or responsibility then the respondents are content that the relevant GA should be amended to cover these changes as proposed.

2. Elements Inventory

The respondents agree that such non-contentious additions to the Elements Inventory should be permitted by the GA. However, it is the respondents’ experience that not all DFOs undertake the required Depot Change consultation process as required by the Depot Access Conditions.



Annex D: proposed amendments to the template access agreements

1. Renaming of the template access agreements

The respondents are happy that the template agreements be described as “model agreements” in future.

2. Proposed changes to the termination clauses in the Station Access Agreement (freight operators) and the Station Access Agreement (charter operators)

As noted, the respondents have generally required amendments to the standard termination provisions contained within the template agreements. The purpose of these amendments has been to avoid a scenario where one party seeking to terminate the agreement of its own volition does not have the consent of the other. The respondents consider this to be prudent contractual practice, and further consider that such a standard clause could be included, possibly within square brackets to permit removal if required, without detriment to the operation of the relevant GA. The form that the usual amendment used for the respondents takes is as follows:

- (f) the expiry of a period of 6 months from:
 - i) the date of a written notice of termination served by the Beneficiary on the Station Facility Owner and copied to the Office of Rail and Road or by the Station Facility Owner on the Beneficiary and copied to the Office of Rail and Road; or
 - ii) the date such notice is given to the Office of Rail and Road,

whichever is later.

The wording proposed in the consultation document, and that indicated above, result in very similar outcomes, and would each give an aggrieved beneficiary time to respond with a section 17 application to the ORR. The respondents suggest additionally that, as is the case with the Model Connection Contract, the operation of any such notice of termination should be suspend for so long as any section 17 application has not been refused by the ORR.

3. Amendments to each of the template Station Access Agreements to correct a reference to Condition F11 and to Condition 42.

The respondents are happy with the proposed amendments

4. Amendment to clause 6 of the Station Supplement in the template Independent Station Access Agreement (freight operators).

The respondents are happy with the proposed amendment.

5. Proposed addition of a new clause 6.8 to the template Depot Access Agreements.

The respondents strongly support the addition of the proposed new clause 6.8. This will provide any access beneficiary, and particularly those operating outwith the passenger operator franchise system, with a greater degree of certainty and regulatory protection than the current template arrangement.

6. Clause 6.4.1(d) of the template Depot Access Agreement.

Like the ORR the respondents have, for some time, been unclear as to the intent behind this provision. A seemingly arbitrary ability to terminate a Depot Access Agreement



without a stated reason is, we believe, contrary to the principles of “open access” embodied in the 1993 Act. We believe that this provision should be removed, or failing that the “or” at the end of clause 6.4.1(c) should be replaced by “and”. Further we note that clause 6.4.2(c) makes reference to the beneficiary being a franchisee. Clearly this is not appropriate for freight, charter, or “open access” operators, and the respondents consider that this might usefully be included in square brackets, enabling this to be altered within the terms of the GA. The same provision is made within clause 6.4.1(d), and so the same alteration should be made there, if, indeed, clause 6.4.1(d) is retained at all.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'S. J. A.', written in a cursive style.

Industry Contracts Manager



Department
for Transport

Station Policy Manager
Rail- Passenger Services Design
Department for Transport
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Executive, Access and Licensing
Office of Rail and Road
One Kemble Street
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WC2B 4AN

14 October 2016

BY EMAIL ONLY

Dear

**ORR CONSULTATION – REVIEW OF GENERAL APPROVAL (STATIONS) 2013 AND
GENERAL APPROVAL (DEPOTS) 2013**

Many thanks for your email of 31 August 2016, inviting comments on ORR's review of the General Approval (Stations) 2013 and General Approval (Depots) 2013 (together "the General Approvals"). This letter constitutes the Department for Transport's response, which follows the format set out in your letter.

Annex B

Q1. DfT agrees with the changes which ORR has proposed in paragraph 1 and 2 of Annex B. DfT believes that it is very important that ORR retains regulatory oversight of bespoke charging arrangements contained within bespoke Station Access Conditions, and welcomes the need for specific approval to be sought in such circumstances.

Q2. Not applicable.

Q3. Please see response to question 1.

Q4. DfT notes that, under the current provisions of the General Approval (Stations) 2013, the parties may alter the responsibility for maintenance or responsibility for repair as set out in Appendix 4 to Annex 1 of the Station Access Conditions. Responsibility for these activities at stations governs, in part, the grant which DfT pays to Network Rail on a five-yearly basis as part of the periodic review settlement, as well as informing the bid price made by potential train operators during franchise competitions. Responsibility for these activities should also be allocated in such a way as to drive asset management best practice at stations, ensuring that risk lies with the party best able to manage it, and that station expenditure achieves the best possible value – i.e. based on whose pound goes the furthest. Accepting that, in some instances, there may be good reasons why these responsibilities would need to change, if they are changing in the interests of asset management best practice, it is plausible that such a change could apply to the entire stations estate, rather than piecemeal to a few stations.

To this end, DfT is working on establishing a template baseline of asset management responsibilities which would be identical across and adopted by all TOCs (and Network Rail)

at the franchise boundary, with exceptions permitted only with the strongest justification. The intention of establishing such a baseline is to remove confusion over which party is responsible for what at a given station, remove diseconomies of scale and, as mentioned, reduce risk and maximise value.

Given this, it would not be in DfT's interests for TOCs or Network Rail to have the unfettered ability to unpick and reallocate established asset management responsibilities at stations. The only exception to this might be where new equipment is being added to the station industry and the responsibilities for its maintenance, renewal and repair need to be recorded. In this instance, we would expect the parties to refer to the baseline. If the asset in question is new to the network, advice from DfT should be sought.

With this in mind, DfT does not consider it appropriate that the parties to a station access agreement are able to make changes to the allocation of responsibility for maintenance, repair or renewal of station assets, unless these conform to the DfT-established baseline matrix, which DfT expects to be established by February 2017. DfT proposes that this ability be removed from the General Approval (Stations) 2013.

Q5. DfT has no additional comments.

Q6. DfT has no additional comments.

Q7. DfT has no comments to make on the legal applicability or suitability of the provisions to which this question refers.

Q8. DfT agrees that the principle of the Excluded Party no longer appears necessary. However, as errors in the process or content of such submissions made under the General Approvals may lead to delays or repetitious resubmissions (thus imparting extra industry cost), DfT would welcome reassurance that ORR will remain available to offer advice and assistance to parties should continued errors arise; equally that ORR will keep under review its process for considering submissions made under the General Approvals, where these are audited, and the content of the General Approvals themselves, should further clarifications to either become necessary.

Annex C

Q1. DfT agrees with the changes which ORR has proposed in paragraph 1 and 2 of Annex C.

Q2. Not applicable.

Q3. DfT has no additional comments.

Q4. DfT has no suggestions for additional changes.

Q5. DfT has no additional comments.

Q6. DfT has no additional comments.

Q7. DfT has no comments to make on the legal applicability or suitability of the provisions to which this question refers.

Q8. DfT agrees that the principle of the Excluded Party no longer appears necessary, but would echo here the response given to question 8 in respect of Annex B, above.

Annex D

Q1. DfT agrees with the changes which ORR has proposed in paragraphs 1-6 of Annex D

Q2. DfT has no additional comments.

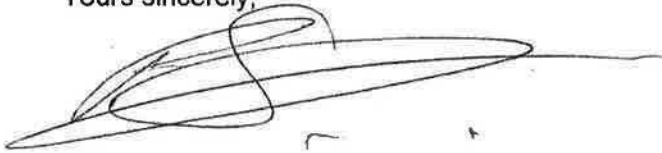
Q3. DfT has no additional comments.

Q4. DfT has no additional suggestions.

Q5. DfT has no additional comments.

No part of this response should be considered confidential.

Yours sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.



Executive, Access and Licensing
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London
WC2B 4AN

Commercial Development
Great Western Railway
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Milford House
1 Milford Street
Swindon
SN1 1HL

Telephone

12 October 2016

Dear

Office of Rail and Road (ORR) review of the General Approval (Stations) 2013 and General Approval (Depots) 2013

Thank you for the above proposal to review.

First Greater Western Limited (GWR) has reviewed the proposal and outlines its response below. Please note this response relates to General Approval (Stations) 2013 and that a response to General Approval (Depots) 2013 will be sent separately by Colleagues who manage this process.

Annex B: General Approval (Stations) 2013 – proposed changes

1. Bespoke Station Access Conditions (SACs)

Question 1: Do you agree with the changes we have proposed on paragraph 1 above?

GWR Response: In recent years, there has been a rise in stations built by parties other than Network Rail (NR). This can result in NR not being landlord with SACs being specific to that location.

Where the SACs and Station Specific Annexes (SSAs) follow broadly a similar approach to those covered by National Station Access Conditions (NSACs) or Independent Station Access Conditions (ISACs) then we agree that the General Approval process would apply.

We agree that where Long Term Charge (LTC) applies at stations that incorporate non-standard SACs that ORR Specific Approval should be sought.

Stations built by a third party and have non-standard SACs may also have additional repayment charges for the SFO and Beneficiaries. These could be in addition to LTC, and GWR believes any additional bespoke charges proposed by the landlord should also be subject to ORR Specific Approval and noted in the SSAs.

2. Removal of stations from a Station Access Agreement

Question 1 (part 2): Do you agree with the changes we have proposed on paragraph 2 above?

GWR Response: In GWR's experience, the removal of stations from a Station Access Agreement (SAA) could be for a number of reasons, these are:

- An SFO no longer being the SFO at a station
- Transfer of a train service group from one TOC to another
- A Beneficiary ceases to call at a station because of Franchise related changes
- A Beneficiary ceases to call at a station as a result of a commercial decision

In the case of the first three points above, General Approval on variations to an SAA seems appropriate as the changes are likely to affect *all* Beneficiaries of a station anyway.

In the case of a Beneficiary which ceases to call at a station because of commercial reasons then we believe Specific Approval should apply. Often there would be more than one Beneficiary at a station, and the removal of one Beneficiary would have a financial impact on other users. All Users (except Charter Train and Freight Operators) of the station should have the right to agree to the early release (i.e. before the natural termination point of an SAA) of a Beneficiary from a station and any access charges obligations because of purely commercial reasons.

Question 2: If you disagree with any of the proposed changes please explain why?

GWR Response: As noted above, GWR disagrees with using General Approval for the removal of stations from an SAA because of a Commercial decision.

Due to the financial impact on other users, GWR believes the early removal (i.e. before the natural termination point of an SAA) of a station from an SAA because of a Commercial decision, should require the approval of all users and be subject to Specific Approval.

Question 3: Addressing our proposed changes in the order we have set them out in paragraphs 1 and 2 above, do you have any comments?

GWR Response: No further comments to those noted above.

Question 4: Do you have any suggestions for additional changes to the General Approval (Stations) 2013 that you wish us to consider?

GWR Response: Not on General Approval (Stations) 2013 specifically.

The process of submitting a Registration Document or Amending Agreement via email to ORR generally works well. This process could be improved upon by introducing a SharePoint style portal where the suite of documents forming a submission are uploaded rather than emailed. Authorised users would have access rights, controlling who can upload. A similar system applies for Landlord Consent applications to NR and works really well.

Question 5: Are there any other comments you wish to make in relation to the General Approval (Stations) 2013?

GWR Response: In GWR's experience, there are colleagues across the industry new to Station Access and Station Change that struggle with NSACs/ISACs in general. It would be very useful if ORR could issue a plain English simplified to help those new to the regime. This would aid compliance.

Annex E: General Approval for stations (2016)

Question 6: Do you have any comments on the revised drafting of the proposed General Approval for stations 2016 at Annex E?

GWR Response: GWR is generally supportive of the changes proposed in Annex E.

We do have specific comments, as detailed below:

New station access agreements

"4. Parties may enter into a new SAA provided it is made on the same terms as a model SAA published by ORR, subject to the following permitted alterations:

- (a) completion of square brackets, tables or other areas left blank for completion;*
- and*
- (b) choosing from various words or phrases,*

except where such alteration changes the meaning of any other provision in the SAA, inserts a formula for calculating a figure or inserts an external price list for calculating a cost of providing goods or services"

Does this include pricing for Exclusive and Common service provision, or is Exclusive service excluded from Annex E paragraph 4?

Existing station access agreements

"Alterations to Common Station Amenities and Services

8. Parties may alter the Common Station Services or Amenities as set out in paragraph 9 below, but only where the alteration is the inclusion of an additional facility, service, amenity or item of equipment or if the alteration of the presence at the station is from "No" to "Yes" or the alteration of the quantity is an increase"

Where the Annexes are found to be historically incorrect and a correction is required (rather than a desired change) to ensure the Annexes are correct, could this situation be covered by General Approval?

"Alterations to Contract Particulars

13. Parties may alter the following Contract Particulars:

- (c) the name of the station set out in paragraph 5 of Schedule 1, as applicable;
- (d) the percentage of Common Changes payable pursuant to Clause 6.1 set out in paragraph 9 of Schedule 1 or of Schedule Part 1, as applicable, in conjunction with the deletion of the words “as at the Commencement Date” at the end of Clause 6.1;
- (e) the addresses for service on the parties as set out in paragraph 1 or 2 of Schedule 3 or of Schedule Part 3, as applicable; or
- (f) the addition or removal one or more stations to or from Schedule 1 of the SAA or Appendix 1 to Schedule 1 or in paragraph 2 of the relevant Station Supplement, as appropriate”

As noted above under Annex B, in the case of 13 (c), (d) and (f), GWR believes that General Approval should only apply when a TOC has the change imposed upon it (through change of SFO, Franchise remapping or transfer of train services to another operator) when there would be a natural point of change.

Removal of a station from an SAA for purely Commercial reasons could unduly affect the remaining operators financially.

GWR, therefore believes that in this event, the removal of a station from an SAA should be subject to the agreement of other Users of the station and by Specific Approval.

Question 7: Do you consider the provisions contained in the General Approval (Stations) to be sufficient to render Station Access Agreements compliant with the law of Scotland and/or to give effect to a concession agreement?

GWR Response: GWR believes the provisions contained in the General Approval (Stations) sufficient to render Station Access Agreements compliant with the law of Scotland and/or to give effect to a concession agreement.

Question 8: Do you agree that we no longer need the concept of Excluded Party?

GWR Response: GWR believes the concept of Excluded Party needs to exist. It ensures compliance and acts as a regulator of the regime.

With the emergence of bespoke SACs, it is important that “other” parties do not abuse their position or act outside of the ORR regulated station access regime.

The threat of becoming an Excluded party would ensure compliance is maintained across the industry.

If you require any further information, please do not hesitate to contact me.

Yours sincerely,

Commercial Development Manager

Consultation on changes to the General Approvals for Station and for Depots – Response

London & Birmingham Railway Limited (trading as London Midland) has the following responses to the consultation document issued by the Office of Rail & Road dated 31st August 2016.

Annex B – General Approval (Stations) 2013

1. London Midland agrees with the changes proposed in Paragraph 2 but has reservations about the changes outlined in Paragraph 1.
2. Our specific reservation relates to the inclusion of non-standard Station Access Conditions in the General Approval. We feel that greater detail about how the General Approval applies in these cases is needed. For example, if a Station Access Agreement has previously been approved under Specific Approval, and is now being entered into with a new Beneficiary or Station Facility Owner, then we would welcome it being covered by the General Approval, however if it is a new Agreement, the first time it is used it should be subject to Specific Approval. Likewise for changes to an Access Agreement via Station Change, where the non-standard SACs have the same wording as the standard ones, it would seem logical for the General Approval to apply but not if the wording is different. The SFO, or whoever submits the document under the General Approval to ORR, would be responsible for justifying why the General Approval applies, including providing the ORR references to previous documents; this would make the process of auditing far easier for ORR.
3. Our only further comment relates to paragraph 1.4 – we agree that Specific Approval should still apply to LTC.
4. We do not have any further changes to propose for consideration.
5. We feel the General Approval (Stations) 2013 works well and is not in need of any significant changes.
6. No comments.
7. No comments as we are not a concession and are fully based within England so cannot comment on matters relating to Scottish law.
8. We do not agree with this and feel that the retention of the concept of Excluded Party would be worthwhile to provide remedy if the process is abused.

Annex C – General Approval (Depots) 2013

1. We agree in full with the proposals in paragraphs 1 and 2.
2. Not applicable.
3. No further comments.
4. We do not have any further changes to propose for consideration.
5. No further comments.
6. No comments.
7. No comments as we are not a concession and are fully based within England so cannot comment on matters relating to Scottish law.

8. We do not agree with this and feel that the retention of the concept of Excluded Party would be worthwhile to provide remedy if the process is abused.

Annex D – Proposed amendments to template access agreements

1. London Midland agrees with all the proposed changes outlined in Annex D.
2. In 2.3, we believe that 180 days seems like a long time and perhaps a shorter period of 120 days would be more practical. We have no further comments on the other changes.
3. We have not used these provisions, however we believe that they should be re-written to be consistent and remove ambiguity.
4. No further suggestions.
5. It would be helpful if the parts of the agreements which have more than one option to choose from, or which require input by the SFO/DFO or Beneficiary, were more clearly identifiable within the text, by use of highlighting. It would also be helpful if the agreements were available in the more recent Microsoft Word formats.

From: ✂ londontravelwatch.org.uk]

Sent: 05 October 2016 1:03 PM

To: ✂

Cc: Consultations

Subject: Updating general approvals for station access agreements

Dear

I note your recent consultation on the above subject. Whilst London TravelWatch has no comments on your proposal, I am concerned that we are not listed as an organisation that needs to be consulted on these agreements. As we have a statutory role to represent passengers in relation to these things please can you correct this omission. Normally, we would expect operators to send such consultations to our consultations email address as included in the cc box above.

Yours sincerely

Director, Policy and Investigation

London TravelWatch, 169 Union Street, London, SE1 0LL

Tel:

www.londontravelwatch.org.uk

From: ✕ @lorol.co.uk]

Sent: 14 October 2016 11:40 AM

To: ✕ Stations and Depots

Cc: ✕

Subject: RE: Review of the General Approval (Stations) 2013 and General Approval (Depots) 2013

Dear

Further to your letter dated 31 August 2016, please find below LOROL's response to your consultation on proposed changes to the General Approvals for Station and Depot Access Agreements.

Annex B: General Approvals (Stations) 2013 - proposed changes

LOROL agrees with the proposed changes in Paragraphs 1 & 2 of the change proposal in Annex B. London Overground is SFO at a large number of stations which operate under alternative/bespoke Station Access Conditions (SACs) and is therefore required to seek specific approval when entering into or amending agreements, at these stations, even when no further deviations from the agreed templates are proposed. This is despite the alternative SACs having prior approval from the ORR. Amending the definition of 'Station Access Conditions' within the General Approval (Stations) will therefore be a positive improvement for the future London Overground operator as well as others operating stations where standard SACs do not apply.

LOROL welcomes those changes proposed in Annex E under the section entitled Alterations where a party to the SAA is also a party to a concession agreement. The proposed text reflects alterations previously utilised by the London Overground Concessionaire and provides greater clarity over the permitted alterations. This will help Concessionaires to more efficiently enter into agreements with TOCs who may be unfamiliar with their specific needs. LOROL considers the provisions contained within the General Approvals (Stations) to be sufficient to give effect to a Concession Agreement.

LOROL agrees that the concept of Excluded party is no longer required.

Annex C: General Approvals (Depots) 2013 - proposed changes

LOROL agrees with the proposed changes in Paragraphs 1 & 2, allowing General Approval for amendments to the Equipment and Elements Inventory's, except where equipment or elements are being removed. LOROL believes that the Depot Change process provides a suitable mechanism for agreeing such changes and that General Approval would therefore be appropriate.

Annex D: Proposed amendments to template access agreements

LOROL supports the proposed amendments in Paragraphs 1-5, however we would propose that the notice period in paragraph 2 be placed in square brackets, such that the SFO and beneficiary can agree the notice period bilaterally.

Should you require any further information, or have questions regarding LOROL's response. Please let me know.

Kind regards

Head of Concession Management

Tel: ✕

Overground House, 125 Finchley Road, Swiss Cottage, London NW3 6HY

Executive – Access & Licensing
Office of Rail & Road
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WC2 4AN

Access Contracts Manager
3rd Floor
Friars Bridge Court
41-45 Blackfriars Road
London
SE1 8NZ

19th September 2016

Dear

Re: Review of General Approval for Station and Depot Access Agreements

Thank you for the opportunity to review the above proposal.

Southeastern are supportive of the proposed amendments to the General Approval for Stations - in particular the inclusion of removal of stations from Station Access Agreements as this will allow for a simpler process to keep our agreements up to date.

In reference to the proposed removal of 'Excluded Party', our stance is that as the ORR audit 50 percent of General Approval Submissions per month and that any agreement where the General Approval is found to have been incorrectly applied would be deemed as void we believe this process to be self auditing and so would have no objection to its removal.

Southeastern have no further comment on the General Approval for Stations.

Southeastern are also supportive of the proposed amendments to the General Approval for Depots as this will allow for an easier approach to keeping existing agreements current.

Southeastern's view regarding the clause 6.4.1(d) does not relate to 6.4.1(a) to (c) but could be invoked in the unlikely event that an agreement novated/transferred via a transfer scheme from one franchisee to another. This would allow the Depot Facility Owner to withdraw services should the capacity be required for their own use and would also allow for the beneficiary to cease depot services should they no longer be required. Whilst we acknowledge that the invoking of this clause is unlikely, it is a flexible that we believe is worth retaining.

Southeastern have no further comment on the General Approval for Depots.

Southeastern are supportive of the addition of the clause to Term & Termination for Charter and Freight Access Agreements as we can see the benefit that this additional protection offers to the Beneficiary and have been aware of its use previously.



Let's talk

Overall we feel that these amendments will improve the day to day upkeep and management of our agreements and so Southeastern support these amendments.

Yours sincerely

[Access Contracts Manager](#)





Executive Access and Licensing
Office of Rail and Road
One Kemble Street,
London
WC2B 4AN.

11th October 2016

Dear

Updated our General Approval for station and depot access agreement.

Thank you for your letter of the 31 August 2016. Merseyrail would like to thank you for the opportunity to comment on your proposals to update the stations and depots General Approvals.

Annex B - Bespoke Station Access Conditions (SAC's).

Q1. Merseyrail agree with changes the ORR have proposed in paragraphs 1 and 2.

Q3 We have no comments to add to the proposed changes.

Q4 Merseyrail don't have any further suggestions for consideration.

Q5- Merseyrail welcome the ORR approach to reviewing the General Approval (Stations) 2013.

Q6 Merseyrail have don't have any additional comments on the revised drafting of General Approval for station 2016.

Q7 - We consider the provisions contained in the General Approval Stations sufficient to render Station Access Conditions compliant to give effect to our concession agreement.

Q8 We agree that we longer need the concept of Excluded Party.

Annex C - General Approval (Depots) 2013

Q1. Merseyrail agree with changes the ORR have proposed in paragraphs 1 and 2.

Q3 We have no comments to add to the proposed changes.

Q4 Merseyrail don't have any further suggestions for consideration.

Q5- Merseyrail welcome the ORR approach to reviewing the General Approval (Depots) 2013.

Q6 Merseyrail have don't have any additional comments on the revised drafting of General Approval for depots 2016.

Q7 We consider the provisions contained in the General Approval Depots sufficient to render Depots Access Conditions compliant to give effect to our concession agreement.

Q8 We agree that we longer need the concept of Excluded Party

Annex D proposed amendments to our template access agreements.

Q1. Merseyrail agree with changes the ORR have proposed in paragraphs 1 and 6.

Q2 We agree that the 180 day notice period is an appropriate timescale and gives an appropriate degree of protection.

Q3 It is our view that clause 6.4.1(d) is intended to relate to clauses 6.4.1 (a) to (c) but we agree I could be interpreted differently.

Q4 MEL have no additional suggestions for changes to the template access agreements.

Q5. We have no comments to make in relation to the templates access agreements.

Yours sincerely
Legal and Compliance Manager

ORR General Approvals Consultation (stations and depots)

Consultation Response from Merseytravel

Merseytravel is content with the changes proposed for the General Approvals for station and depot access agreements. For completeness please see the responses to the questions below.

Stations

ORR Questions

- 1. Do you agree with the changes we have proposed in 1 and 2 above?**
Merseytravel has no issue with the proposed changes.

- 2. If you disagree with any of the proposed changes, please explain why?**
Not applicable.

- 3. Addressing our proposed changes in the order we have set them out in paras 1 and 2 (see 1 and 2 above), do you have any comments?**
No.

- 4. Do you have any suggestions for additional changes to the General Approval (Stations) 2013 that you wish us to consider?**
No.

- 5. Are there any other comments you wish to make in relation to the General Approval (Stations) 2013?**
No.

- 6. Do you have any comments on the revised drafting of the proposed General Approval for stations 2016 at Annex E (from main document)?**
No.

- 7. Do you consider the provisions contained in the General Approval (Stations) to be sufficient to render Station Access Agreements compliant with the law of Scotland and/to give effect to a concession agreement**
Not applicable.

8. **Do you agree that we no longer need the concept of Excluded Party?**

Accepted.

Depots

ORR Questions

1. **Do you agree with the changes we have proposed in 1 and 2 above?**

Merseytravel has no issues with the proposed changes.

2. **If you disagree with any of the proposed changes, please explain why?**

Not applicable.

3. **Addressing our proposed changes in the order we have set them out in paras 1 and 2 (see 1 and 2 above), do you have any comments?**

No.

4. **Do you have any suggestions for additional changes to the General Approval (Depots) 2013 that you wish us to consider?**

No.

5. **Are there any other comments you wish to make in relation to the General Approval (Depots) 2013?**

No.

6. **Do you have any comments on the revised drafting of the proposed General Approval for depots 2016 at Annex F (from main document)?**

No.

7. **Do you consider the provisions contained in the General Approval (Depots) to be sufficient to render Station Access Agreements compliant with the law of Scotland and/to give effect to a concession agreement?**

Not applicable.

8. **Do you agree that we no longer need the concept of Excluded Party?**

Accepted.

Executive, Access & Licensing
Office of Rail and Road
London
WC2B 4AN

7 September 2016

Dear

Review of the General Approval (Stations) 2013 and General Approval (Depots) 2013

MTR Crossrail welcome the opportunity to comment on the ORR consultation concerning General Approvals for station and depot access agreements.

We welcome the ORR proposals to include Station Access Agreements that incorporate alternative and bespoke Access Conditions (including the RfL Station Access Conditions 2015) within the scope of General Approvals for stations.

We also support the other changes proposed by the ORR in the consultation document.

Yours faithfully

Concession Director
MTR Crossrail
63 St Mary Axe, London, EC3A 8NH



Office of Rail and Road
One Kemble Street
London
WC2B 4AN

The Quadrant:MK
Elder Gate
Milton Keynes
MK9 1EN

14 October 2016

Dear

Updating General Approvals for station and depot access arrangements

We welcome the opportunity to comment on ORR's consultation on the update to General Approvals for station and depot access arrangements.

We have commented in respect of each of the annexures and our paragraph numbers match those in the consultation):

Annex B – General Approval (Stations) 2013 – proposed changes

1 – Bespoke Station Access Conditions (SACs)

This alteration is welcomed and the comment at paragraph 1.4 regarding Long Term Charge (LTC) alterations is agreed.

2 – Removal of Stations from a Station Access Agreement (SAA)

We have no issue with this alteration.

Annex C – General Approval (Depots) 2013 – proposed changes

1 – Equipment Inventory

We agree to this alteration.

2 – Elements Inventory

We agree to this alteration, but would question whether it allows the charge for equipment rent to be raised under the General Approval (GA) as well?

Annex D – proposed amendments to our template access agreements

1 – Renaming of the template access agreements

We agree to this amendment providing it remains clear what they refer to.

2 – Proposed changes to the termination clauses in the SAA (freight operators) and the SAA (charter

Network Rail Infrastructure Limited, registered office: 1 Eversholt Street, London NW1 2DN

operators)

We agree to these changes.

3 – Amendments to each of the template SAAs to correct a reference to Condition F11 and to Condition 42

We agree to the amendment of each of the template SAAs.

4 - Amendment to clause 6 of the Station Supplement in the template Independent SAA (freight operators)

We agree to the amendment.

5 – Proposed addition of a new clause 6.8 to the template DAA

We agree to the addition of new clause 6.8.

6 – Clause 6.4.1(d) of the template DAA

We have no comments in respect of these provisions

Annex E – General Approval for stations (2016)

1 to 13 – We have no comment in respect of these provisions.

14 – Please see comment for 15 below.

15 – Should reference be made to the ORR adjusting LTC at the commencement of each Control Period?

15(a) – We agree with this provision.

15(b) – This amendment conflicts with the fact that there is a minimum uplift of LTC permitted

by Network Rail of £50,000 per annum. It therefore could never be used.

15(c) – We agree with this provision.

16 – Alterations to a SAA governed by the law of Scotland

The correct term should be 'Scots Law'.

16(b) – Alteration to jurisdiction clause

We agree with this amendment

17 – 19 We have no comments in respect of these provisions

Annex F – General Approval for Depots (2016)

1 – 8 We agree with these provisions

9 - Alterations to a Depot Access Agreement governed by the law of Scotland

Network Rail Infrastructure Limited, registered office: 1 Eversholt Street, London NW1 2DN



The correct term should be 'Scots Law'

10 – We agree with this provision.

11 – 12 We have no comments in respect of these provisions.

We confirm that no part of our response is confidential and as such we are happy for it to be published in full.

Yours sincerely

A handwritten signature in blue ink, consisting of several loops and a long tail, positioned above the typed name.

Station & Depot Portfolio Manager
Network Rail

From: ✂ @northernrailway.co.uk]

Sent: 06 September 2016 4:23 PM

To:

Cc: ✂

Subject: RE: Review of the General Approval (Stations) 2013 and General Approval (Depots) 2013

I have responded on the review of General Approval (Depots) 2013, Jessica Martel will respond on the review of the General Approval (Stations) 2013.

Page 8

Question 1 I confirm that we are in agreement to the changes proposed in paragraphs 1 and 2.

Question 2 N/A.

Question 3 No further comments .

Question 4 No further comments .

Question 5 No further comments .

Question 6 No further comments .

Question 7 N/A.

Question 8 I confirm that we are in agreement that we no longer need the concept of Excluded Party.

Page 11

Question 1 I confirm that we are in agreement to the changes proposed in paragraphs 1,5 and 6 which are applicable to Depot Access Agreements.

Question 2 Jessica Martel will respond to this question as it is in relation to Station Access.

Question 3 I do not agree that the 12 months referred to in 6.4.1 relate to 6.4.1 (a) to 6.4.1 (c). I would say this is an additional requirement which is linked to Clause 6.7 .

Question 4 As most trains have CET fitted and the original template did not cover this service, should we have an additional schedule for CET.

Question 5 You have referred to Clause 6.4.1 (d) in question 3, but there is also the same wording in clause 6.4.2 (c).

In Clause 6.7 of the DAA Template, why are the words required after the words Rail and Road? Is not sufficient to just state 180 days' notice.

Page 20 6 (j) "insert, substitute or delete a word or words where a choice of alternative words has been provided, provided at least one of the original alternative words remains" It is not clear what this is referring to?

Sen Contracts Manager

Telephone: ☒

Mobile: ☒

5th Floor, Northern House, 9 Rougier Street

York

YO1 6HZ

northernrailway.co.uk



Executive, Access and Licencing
Office of Rail and Road
One Kemble Street
London
WC2B 4AN

14 October 2016

Dear

Re: Updating General Approvals consultation dated 31 August 2016

Thank you for consulting with us on the proposed amendments to the General Approvals covering stations and depots.

On behalf of South West Trains and East Midlands Trains I concur with ORR's view that the General Approval mechanism generally operates well. However we welcome ORR's review to identify further areas of improvement and use of 'plainer language' and we have no objections to the amendments proposed in your consultation covering the General Approvals or template access agreements, notwithstanding the specific comments below:

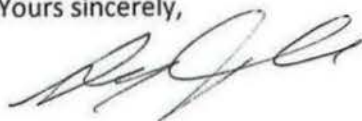
Annex D: Proposed amendments to our template access agreements

Q2 – what is the rationale for 180 days? This would appear overly protective to the party on whom notice is served. Perhaps a reduced notice period (e.g. 60 or 90 days) is more appropriate or this be retained as a bespoke clause requiring specific approval.

Q3 – My view is that the 12 month provision seems superfluous and I have no objection to Clause 6.4.1(d) being modified or deleted.

Otherwise, no further comments.

Yours sincerely,



Senior Regulated Procurement Manager
Stagecoach South Western Trains Limited
East Midlands Trains Limited



INVESTOR IN PEOPLE

Stagecoach South Western Trains Limited
Registered in England and Wales no. 5599788
Registered office: Friars Bridge Court
41-45 Blackfriars Road
London SE1 8NZ
DX 119558 Blackfriars 2
A part of Stagecoach Group plc

Stobart Rail

Page 9 Questions.

1. Do you agree with the changes we have proposed in paragraphs 1 and 2 above? **Yes**
2. If you disagree with any of the proposed changes, please explain why.
3. Addressing our proposed changes in the order we have set them out in paragraphs 1 and 2 above, do you have any comments? **No**
4. Do you have any suggestions for additional changes to the General Approval (Depots) 2013 that you wish us to consider? **No**
5. Are there any other comments you wish to make in relation to the General Approval (Depots) 2013? **No**
6. Do you have any comments of the revised drafting of the General Approval for depots 2016 at Annex F? **No**
7. Do you consider the provisions contained in the General Approval (Depots) to be sufficient to render Depot Access Agreements compliant with the law of Scotland and/or to give effect to a concession agreement? **Yes**
8. Do you agree that we no longer need the concept of Excluded Party? **Yes**

Page 12 Questions.

1. Do you agree with the changes we have proposed in paragraphs 1 to 6 above? **Yes**
2. Addressing our proposed changes in the order we have set them out in paragraphs 1 to 6 above, do you have any comments? In particular, is the 180-day notice period in paragraph 2 appropriate? **Yes, we agree the clauses shouldn't take effect until 12 months has passed.**
3. What is your view on the ability to terminate a Depot Access Agreement after 12 months, as described in paragraph 6? In particular, is it your view that clause 6.4.1(d) is intended to relate to clauses 6.4.1(a) to (c), so that those clauses cannot take effect before a period of 12 months has expired? **We believe you should not**
4. Do you have any suggestions for additional changes to our template access agreements that you wish us to consider? **No**
5. Are there any other comments you wish to make in relation to our template access agreements? **No**



Executive, Access and
Licensing
Office of Rail and Road
One Kemble Street
London
WC2B 4AN

TransPennine Express
7th Floor
Bridgewater House
60 Whitworth Street
Manchester
M1 6LT

Ref A Review TPE 14/10/16

10th October 2016

Dear,

Office of Rail and Road (ORR) review of the General Approval (Stations) 2013 and General Approval (Depots) 2013

Thank you for the above proposal to review.

First TransPennine Express together with Group colleagues have reviewed the proposal in connection to General Approval (Stations) 2013 and outlines its response below.

Annex B: General Approval (Stations) 2013 – proposed changes

1. Bespoke Station Access Conditions (SACs)

Question 1: *Do you agree with the changes we have proposed on paragraph 1 above?*

Colleagues have highlighted a rise in stations built by third parties. Where the SACs and Station Specific Annexes (SSAs) follow broadly a similar approach to those covered by National Station Access Conditions (NSACs) or Independent Station Access Conditions (ISACs) then we agree that the General Approval process would apply.

We agree that where Long Term Charge (LTC) applies at stations that incorporate non-standard SACs that ORR Specific Approval should be sought.

Where non-standard SACs apply, there may be additional repayment charges to the LTC for the SFO and Beneficiaries. Any additional bespoke charges proposed by the landlord should also be subject to ORR Specific Approval and noted in the SSAs.

2. Removal of stations from a Station Access Agreement

Removal of a station from an SAA for purely Commercial reasons could unduly affect the remaining operators financially and should be subject to the agreement of other Users of the station and by Specific Approval.

Question 8: *Do you agree that we no longer need the concept of Excluded Party?*

We believe the concept of Excluded Party needs to exist. It ensures compliance and acts as a regulator of the regime.

With the emergence of bespoke SACs, it is important that “other” parties do not abuse their position or act outside of the ORR regulated station access regime.

The threat of becoming an Excluded party would ensure compliance is maintained across the industry.

Yours sincerely,

TransPennine Express

Question 1, 2 & 3: *Do you agree with the changes we have proposed on paragraph 2 above?*

The removal of stations from a Station Access Agreement (SAA) could be for a number of reasons, as follows:

- An SFO no longer being the SFO at a station
- Transfer of a train service group from one TOC to another
- A Beneficiary ceases to call at a station because of Franchise related changes
- A Beneficiary ceases to call at a station as a result of a commercial decision

In the case of the first three points above, General Approval on variations to an SAA seems appropriate as the changes are likely to affect *all* Beneficiaries of a station anyway.

In the case of a Beneficiary which ceases to call at a station because of commercial reasons then we believe Specific Approval should apply. Often there would be more than one Beneficiary at a station, and the removal of one Beneficiary would have a financial impact on other users. All Users (except Charter Train and Freight Operators) of the station should have the right to agree to the early release (i.e. before the natural termination point of an SAA) of a Beneficiary from a station and any access charges obligations because of purely commercial reasons. Approval of all users should be sought and be subject to Specific Approval.

Question 4: *Do you have any suggestions for additional changes to the General Approval (Stations) 2013 that you wish us to consider?*

TPE supports the GWR proposal to introduce a SharePoint style portal where the suite of documents forming a submission are uploaded rather than emailed. Authorised users would have access rights, controlling who can upload.

Question 5: *Are there any other comments you wish to make in relation to the General Approval (Stations) 2013?*

TPE also supports the GWR proposal to issue simplifier to help those new to the regime, and acknowledges the benefit for compliance.

Annex E: General Approval for stations (2016)

Question 6: *Do you have any comments on the revised drafting of the proposed General Approval for stations 2016 at Annex E?*

New station access agreements

“4. Parties may enter into a new SAA provided it is made on the same terms as a model SAA published by ORR, subject to the following permitted alterations:

- (a) completion of square brackets, tables or other areas left blank for completion; and*
- (b) choosing from various words or phrases,*

except where such alteration changes the meaning of any other provision in the SAA, inserts a formula for calculating a figure or inserts an external price list for calculating a cost of providing goods or services”

Does this include pricing for Exclusive and Common service provision, or is Exclusive service excluded from Annex E paragraph 4?

Existing station access agreements

“Alterations to Common Station Amenities and Services

8. Parties may alter the Common Station Services or Amenities as set out in paragraph 9 below, but only where the alteration is the inclusion of an additional facility, service, amenity or item of equipment or if the alteration of the presence at the station is from “No” to “Yes” or the alteration of the quantity is an increase”

Where the Annexes are found to be historically incorrect and a correction is required (rather than a desired change) to ensure the Annexes are correct, could this situation be covered by General Approval?

“Alterations to Contract Particulars

13. Parties may alter the following Contract Particulars:

- (c) the name of the station set out in paragraph 5 of Schedule 1, as applicable;*
- (d) the percentage of Common Changes payable pursuant to Clause 6.1 set out in paragraph 9 of Schedule 1 or of Schedule Part 1, as applicable, in conjunction with the deletion of the words “as at the Commencement Date” at the end of Clause 6.1;*
- (e) the addresses for service on the parties as set out in paragraph 1 or 2 of Schedule 3 or of Schedule Part 3, as applicable; or*
- (f) the addition or removal one or more stations to or from Schedule 1 of the SAA or Appendix 1 to Schedule 1 or in paragraph 2 of the relevant Station Supplement, as appropriate”*

As noted previously, we believe that General Approval should only apply when a TOC has the change imposed upon it (through change of SFO, Franchise remapping or transfer of train services to another operator) when there would be a natural point of change.



Executive, Access and Licensing,
Office of Rail and Road,
One Kemble Street,
London,
WC2B 4AN.

Transport for London
Rail and Underground

Palestra
London
SE1 8NJ

4th October 2016

alansmart@tfl.gov.uk

020 3054 8206

Dear,

Consultation on Updating ORR's General Approvals for station and depot access agreements

This letter sets out TfL's responses to the questions raised in the ORR's consultation on their update of the General Approvals for station and depot access agreements. TfL is content for its responses to be published and shared with Third Parties.

General approval for stations

1. Do you agree with the changes we have proposed in paragraphs 1 and 2 above?

TfL agrees with the changes proposed in paragraphs one and two.

2. If you disagree with any of the proposed changes, please explain why.

Not applicable.

3. Addressing our proposed changes in the order we have set them out in paragraphs 1 and 2 above, do you have any comments?

TfL has no comments.

4. Do you have any suggestions for additional changes to the General Approval (Stations) 2013 that you wish us to consider?

TfL has no further changes for ORR's consideration.

5. Are there any other comments you wish to make in relation to the

General Approval (Stations) 2013?

TfL has no other comments.

6. Do you have any comments on the revised drafting of the proposed General Approval for stations 2016 at Annex E?

TfL has no comments.

7. Do you consider the provisions contained in the General Approval (Stations) to be sufficient to render Station Access Agreements compliant with the law of Scotland and/or to give effect to a concession agreement?

TfL has no comments.

8. Do you agree that we no longer need the concept of Excluded Party?

TfL disagrees with the removal of the concept of Excluded Party. This should be retained to ensure that there is a sanction against parties who abuse the freedoms afforded by the General Approval process.

General approval for depots

1. Do you agree with the changes we have proposed in paragraphs 1 and 2 above?

TfL does not agree with the changes proposed in paragraphs one and two.

2. If you disagree with any of the proposed changes, please explain why.

The changes would cause affected parties (i.e. those that do not initiate changes) to be wholly reliant on the consultation process to address any concerns that they have. This does not provide an adequate safeguard against the imposition of unfair terms and conditions; only regulatory approval can provide this.

3. Addressing our proposed changes in the order we have set them out in paragraphs 1 and 2 above, do you have any comments?

Refer to the response to question 2.

4. Do you have any suggestions for additional changes to the General

Approval (Depots) 2013 that you wish us to consider?

TfL has no such suggestions.

5. Are there any other comments you wish to make in relation to the General Approval (Depots) 2013?

TfL has no further comments to make.

6. Do you have any comments of the revised drafting of the General Approval for depots 2016 at Annex F?

TfL has no comments.

7. Do you consider the provisions contained in the General Approval (Depots) to be sufficient to render Depot Access Agreements compliant with the law of Scotland and/or to give effect to a concession agreement?

TfL has no comments.

8. Do you agree that we no longer need the concept of Excluded Party?

TfL disagrees with the removal of the concept of Excluded Party. This should be retained to ensure that there is a sanction against parties who abuse the freedoms afforded by the General Approval process.

Amendments to the template access agreements

1. Do you agree with the changes we have proposed in paragraphs 1 to 6 above?

TfL agrees to the changes proposed.

2. Addressing our proposed changes in the order we have set them out in paragraphs 1 to 6 above, do you have any comments? In particular, is the 180 day notice period in paragraph 2 appropriate?

TfL has no comments.

3. What is your view on the ability to terminate a Depot Access Agreement after 12 months, as described in paragraph 6? In particular, is it your view that clause 6.4.1(d) is intended to relate to clauses 6.4.1(a) to (c), so that those clauses cannot take effect before a period of 12 months has expired?

TfL considers that any event of default should result in the termination of a Depot Access Agreement within a shorter time period than 12 months, given that it demonstrates bad faith and/or poor organisation on the part of the access beneficiary. Under these circumstances efforts should be focused on finding an alternative productive use of the depot facility concerned as soon as possible.

4. Do you have any suggestions for additional changes to our template access agreements that you wish us to consider?

TfL has no other suggestions.

5. Are there any other comments you wish to make in relation to our template access agreements?

TfL has no other comments.

Yours sincerely,

**Principal Planner – Rail Development,
Rail and Underground Transport Planning, Transport for London.**



Virgin Trains East Coast
East Coast House, 25 Skeldergate
York YO1 6DH

virgintraineastcoast.com

Executive, Access and Licensing
Office of Rail and Road
One Kemble Street
London
WC2B 4AN

30 September 2016

Dear,

Updating the General Approvals for station and depot access agreements

In reference to the above mentioned consultation dated 31 August 2016 East Coast Main Line Company Limited t/a Virgin Trains East Coast (VTEC) would like to highlight the following points with the proposals set out and the questions asked;

Annex B - General Approvals (Stations) 2013 - proposed changes

VTEC has no specific objections to any proposed changes as highlighted in paragraphs 1 and 2.

As a further proposed change it is requested that General Approval is also given to provide for additions to **Annex 9 - Miscellaneous Provisions** (National Station Access Conditions (2013)) or **Annex 8 - Specified Provisions** (Independent Station Access Conditions (2013)) although this should be restricted that unanimous agreement of all Users is required to make any alterations.

This is requested due to a change in the Network Rail Landlord Consent process which now necessitates Station Change for the introduction or the increase in number of ticket vending machines (TVMs) by a Beneficiary, specifically at an Independent Station but the same process may be applied at a Managed station.

It is the view of VTEC that Appendix 4 to Annex 1 is not a suitable location to record any such TVM provision as this section should be used for elements which are considered part of the Station (in delivery of common services or facilities) and would transfer to a new SFO if the Station transferred, this would not be the case for Beneficiary owned TVMs.

It is highly likely that there will be further moves by all Train Operators towards increased TVM provision at a number of stations which may or may not be where they are SFO. The ability to include a Beneficiary TVM provision within Annex 9 under General Approvals would facilitate this provision to the benefit of the Users of the stations.

A suggested clause for inclusion if a Station Change was made for this specific example would be;

“The ticket vending machines (TVMs) installed and owned by the [stipulate franchisee by franchise name and not trading name] will remain the responsibility of the [stipulate franchisee] at all times and will have no impact on any Qualifying Expenditure or Long Term Charge as defined within these Station Specific Annexes. At no time will any beneficiary TVMs be considered a station asset or part of any Common Facility as defined within these Station Specific Annexes.”

The example given above is for Beneficiary TVMs although there are other pieces of equipment which could be taken into consideration for this include but are not limited to;

- Fixed poster sites,
- Electronic poster boards,
- Smart columns,
- Etc.

Annex C - General Approvals (Depots) 2013 - proposed changes

VTEC has no specific objections to any changes proposed in Annex C.

Annex D - proposed amendments to the template access agreements

VTEC has no objections to any changes proposed in Annex D.

For the specific question on clause 6.4.1(d), it is the view of VTEC that this clause provides for a period of surety for incoming franchisees (and the incumbent DFO) that all existing agreements will be continued for a minimum period of 12 months unless an alternative agreement is put in place. We do not read that specific clause to be connected with 6.4.1(a)-(c) but instead should be read as a minimum grace period for both parties to reach an agreement of the service provision required by the new depot beneficiary and raise an applicable agreement. It is noted that in practise this 12 month expiration clause is very rarely triggered and existing agreements are continued under the same conditions unless a specific review of a DAA is instigated by either party.

Annex E & F - proposed General Approval Wording

VTEC has no specific objections to any changes proposed in Annex E or F.

I can confirm that VTEC fully understands the obligations around the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations (2004) and makes no representation for any restrictions of this response.

Yours sincerely,
Commercial Access Manager
East Coast Main Line Company Limited t/a Virgin Trains East Coast

From: ✉ @westyorks-ca.gov.uk]

Sent: 05 September 2016 3:54 PM

To:

Cc:

Subject: RE: Review of the General Approval (Stations) 2013 and General Approval (Depots) 2013

Good afternoon

Thank you for including WYCA in this consultation. On this occasion, we do not believe that there is anything in the consultation document that raises issues to which we feel we need to respond.

Regards

Rail Technical Advisor

West Yorkshire Combined Authority

Wellington House

40-50 Wellington Street

Leeds LS1 2DE