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27 September 2017

Stewart Smith
Industry Contracts Manager
DB Cargo (UK) Ltd
Down Yard Offices
Station Approach
Westbury
BA13 4HP

John Bailey
Operations Director
Maritime Transport Limited
Maritime House
Felixstowe
IP11 4AX

Dear Stewart and John,

Connection contract between DB Cargo (UK) Limited (DBC) and Maritime Transport Limited (Maritime) at Kingsbury Sidings

1. On 27 September the Office of Rail and Road (**ORR**) approved the connection contract between DBC and Maritime, which was submitted to us under section 18 of the Railways Act 1993 (**the Act**). This letter sets out the reasons for our decision.

Background

2. We received the formal submission of the application from DBC on behalf of both parties on 22 September 2017.

Consultation

3. An industry consultation for the connection contract was undertaken by DBC, running from 2 August 2017 to 23 August 2017. DBC confirmed that no consultees raised any objections.

ORR Review

4. The proposed connection contract is based on our model connection contract, with modifications made by the parties to reflect that DBC is the facility owner and not Network Rail.
5. The annual connection charge is low compared to many connection contracts we received. We queried this with the parties. DBC said that the costs reflect the simple nature of the connection and its lower overheads compared to Network Rail. Maritime confirmed it was content with the cost. The parties also confirmed that there are no side agreements.
6. As the parties are content with the connection charge and there are no other issues we are content to approve this contract. We note in particular the nature of



the connection and that it does not connect directly onto Network Rail's infrastructure.

ORR Decision

7. This application is under section 18 of the Act and therefore is agreed between the parties, who are prepared to enter into the agreement as submitted. Therefore we are content to approve this agreement.
8. In making this decision, we are satisfied that this decision reflects our duties under section 4 of the Act, in particular:
 - (i) to protect the interests of users of railway assets;
 - (ii) to promote the use of railway network in Great Britain for the carriage of passengers and goods and the development of that railway network, to the greatest extent ...economically practicable;
 - (iii) to promote efficiency and economy on the part of the persons providing railway services; and
 - (iv) to enable persons providing railway services to plan the future of their businesses with a reasonable degree of assurance.
9. Once the agreement is signed, in accordance with section 72(5) of the Act, you must send a copy to us within 28 days and in accordance with section 72(2)(b)(iii), a copy will be placed on our public register and website.
10. In entering any provision on the register, we are required to have regard to the need to exclude, as far as is practicable, the matters specified in section 71(2)(a) and (b) of the Act. These sections refer to:
 - (i) any matter which relates to the affairs of an individual, where publication of that matter would or might, in the opinion of ORR, seriously and prejudicially affect the interests of that individual; and
 - (ii) any matter which relates to the affairs of a particular body of persons, whether corporate or incorporate, where publication of that matter would or might, in the opinion of ORR, seriously and prejudicially affect the interests of that body.
11. When submitting the copy of the signed agreement would you therefore please identify any matters which you would like us to consider redacting before publication. You will need to give reasons for each request explaining why you consider that publication would seriously and prejudicially affect your interests.

Yours sincerely,

Katherine Goulding