

Katherine Goulding

Track Access Executive

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Robin Woodbridge

Daventry Rail Port Limited/Prologis (DIRFT Rail) Limited

1 Monkspath Hall Road

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05 August 2015

Dear Robin

CONNECTION CONTRACT BETWEEN DAVENTRY RAIL PORT LIMITED AND PROLOGIS (DIRFT RAIL) LIMITED AT DAVENTRY INTERNATIONAL RAIL FREIGHT TERMINAL

1. On 05 August 2015 the Office of Rail Regulation approved the terms of the connection contract submitted by Daventry Rail Port Limited and Prologis (DIRFT Rail) Limited under section 18 of The Railways Act 1993 (the Act), relating to the connection at Daventry International Rail Freight Terminal with two modifications. Please find enclosed a copy of our direction notice, directing both parties to enter into the contract. In this case you are representing both parties.

Daventry Rail Port Limited's submission to ORR

2. On 30 July 2015 Daventry Rail Port Limited submitted the proposed connection contract between the DIRFT I network and the DIRFT II network at Daventry International Rail Freight Terminal to us for approval under section 18 of the Act.
3. The application consisted of:
 - Form C
 - Proposed connection contract with plans
 - Comparison between the contract and ORR's model
 - Consultation correspondence.

Consultation

4. Daventry Rail Port Limited conducted a pre-application consultation from 10 June to 1 July 2015. There were comments and observations from several of the

¹ Use of the name, the Office of Rail and Road, reflects the new highways monitor functions conferred on ORR by the Infrastructure Act 2015. Until this name change is confirmed by legislation, the Office of Rail Regulation continues to be used in all decisions having legal effects or consequences that we make.

consultees, which were resolved. No outstanding substantive objections to the proposed connection contract were declared.

Departures from the model contract

5. The model contract was used as the basis for this connection contract, with adjustments made by the parties to reflect that this agreement is off Network Rail's network. Some minor formatting amendments were also made by the parties.

Modifications

6. Throughout the proposed contract, the parties have updated the term the Office of Rail Regulation to read the Office of Road and Rail. After we discussed this, you are content for this to be corrected to the Office of Rail and Road, although Office of Rail Regulation would also have been acceptable to us.
7. In Clause 16.3.1 there is a reference to "Network Rail's reasonable costs"; ORR's directions therefore make provision for this to be modified to "DRPL" in line with the rest of the contract.

ORR decision

8. This is an application under section 18 of the Act and therefore an agreed agreement between the parties who are prepared to enter into it as submitted, and as modified.
9. We consider that in this case the changes to ORR's model contract fulfil a practical requirement.
10. 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.
11. Once the agreement is signed, in accordance with section 72(5) of the Act, you must send a copy to ORR within 28 days and in accordance with section 72(2)(b)(iii), a copy will be placed on our public register and website.

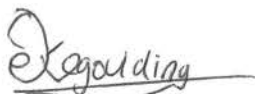
12. In entering any provision on the register, ORR is required to have regard to the need to exclude, as far as is practicable, the matters specified in section 71(2)(a) and (b) of the Act. These sections refer to:

- a. any matter which relates to the affairs of an individual, where publication of that matter would or might, in the opinion of the ORR, seriously and prejudicially affect the interests of that individual; and
- b. 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 the ORR, seriously and prejudicially affect the interests of that body.

13. When submitting the copy of the signed agreement would you therefore please identify any matters which you would like the ORR 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.

14. A copy of this letter will be sent to Andrew Sykes of Addleshaw Goddard LLP.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'K. Goulding', with a horizontal line extending to the right.

Katherine Goulding

