

Gerry Leighton
Head of Stations & Depots and Network Code
Office of Rail Regulation
One Kemble Street
London WC2B 4AN

Piers Atkinson
Assistant Access Manager

Friars Bridge Court
41-45 Blackfriars Road
London, SE1 8NZ

Telephone: 020 7620 5674
Facsimile: 020 7620 5313
Email: PAtkinson@stagecoachrail.com

6th June 2011

Dear Gerry,

Proposed changes to the Station Access Conditions and the Independent Station Access Conditions

On behalf of Stagecoach South Western Trains Ltd and East Midlands Trains Ltd I can confirm that whilst we support the ORR's goal of improving the Station Change Process we believe the current proposals need to be developed further to ensure that they are fully aligned with the requirements of all parties involved in the Station Change process.

Our views on these proposals are broadly in line with the full ATOC response. However, we also have the following comments to make on specific elements of the proposals.

1. The current proposals would separate the issue of financial compensation from the Station Change process and would effectively limit the ability of Users to object to a Station Change on financial grounds. Whilst this might speed up the process of getting change proposals approved it may have a negative impact in the amount of time required on the overall process. Co-operation agreements may generate an additional workload and there may not be an incentive for proposers of Station Changes to address the financial compensation when they can progress Station Changes prior to agreeing financial terms.
2. Of particular concern is the statement in the NR Proposal that "parties would not be able to object on financial grounds where the proposer is willing to enter into a standard co-operation agreement setting out the basis on which compensation is payable." If this co-operation agreement is to replace indemnities then the capacity to object to a Change Proposal on financial grounds should only be removed once a co-operation agreement has been agreed. I would also suggest that the proposals lack detail on what would happen should parties fail to agree a co-operation agreement.
3. There is a risk that should a Third Party Developer who has raised Station Change not fully complete the works that have been consulted then TOCs would be at financial risk if they were not

indemnified. We would suggest further information is required on how the SACs would be applied to Third Party Developers to ensure unacceptable financial risk is not placed on rail organisations when Third Party Station Changes are being proposed. We believe that further information should be supplied on the extent that Strategic Contributors would be considered a User of the station and how the SACs would have applied to Strategic and Specific Contributors.

Yours sincerely



Piers Atkinson

East Midlands Trains Ltd
Stagecoach South Western Trains Ltd