

Dated

[*insert*

]

ORR Ref: [*Insert*]

[*insert name of station*]

INDEPENDENT STATION ANNEXES

CONTENTS

ANNEX 1	
Common Station Amenities and Services.....	1
Appendix 1 to Annex 1	10
Appendix 2 to Annex 1	11
Appendix 3 to Annex 1	13
Appendix 4 to Annex 1	15
Appendix 5 to Annex 1	22
Appendix 6 to Annex 1	26
Appendix 7 to Annex 1	27
ANNEX 2	
Qualifying Expenditure	29
ANNEX 3	
Common Station Amenities and Common Station Services which may be changed only by Unanimous Agreement of all Users.....	36
ANNEX 4	
Existing Works [and Adjacent Works].....	37
ANNEX 5	
Existing Agreements	38
ANNEX 6	
Identified Abatable Charges for Common Station Amenities and Common Station Services	39
ANNEX 7	
Sliding Scale of Abatement for Failure to open Station during agreed Opening Times40	
ANNEX 8	
Specified Provisions.....	41
ANNEX 9	
Disrepairs to be Remedied	45
ANNEX 10	
Production of Specifications [and Plans].....	46
ANNEX 11	
Repair and Maintenance Specifications.....	48

ANNEX 12	
Review of Incentives	51
ANNEX 13	
Performance Audit Form for Major Stations.....	52
ANNEX 14	
Template Co-operation Agreement between industry parties (Network Rail and Relevant Operators)	
ANNEX 15	
Template Co-operation Agreement where Proposer is a Station Investor and Material Change Consultee is Network Rail or a Relevant Operator	
ANNEX 16	
Template Station Investor Participation Deed	

**THE FOLLOWING ARE THE [*insert name of station*] STATION
INDEPENDENT STATION ANNEXES:**

(Each of which is fully available at the Commencement Date)

ANNEX 1: COMMON STATION AMENITIES AND SERVICES

1 Common Station Amenities for all Users

- 1.1 All forecourts, concourses, platforms, subways, overbridges, mezzanine, (if any) and other parts of the Station necessary or expedient to enable access to and egress from the station and access to, egress from and the use of the amenities listed in paragraphs 1.2 and 1.3 (other than such areas of the concourse (if any) as are described in paragraph 17 of Annex 8 and for the duration(s) therein mentioned) as hatched and referenced against a key on the Plan;
- 1.2 staff amenities [(including mess room facilities/a staff mess room)] for the non-exclusive use of each User's staff and the staff of its Associates and agents and any person engaged by a User or any of its Associates and its agents;
- 1.3 first aid amenities available for all users of the Station (where set out and to the standard set out in the Railways and Other Guided Transport Systems (Safety) Regulations 2006 relating to the Station);
- 1.4 fire detection, fire alarm, fire prevention and fire fighting equipment and sprinkler systems (if any) and all other safety equipment reasonably considered by the Station Facility Owner to be necessary for the safe operation of the Station;
- 1.5 machinery and equipment necessary for the proper use of the amenities set out in paragraphs 1.1 to 1.3 (inclusive) including all lifts and escalators (if any) subject to any restrictions which the Station Facility Owner may reasonably consider appropriate and notify to each User, having regard to the nature or condition of such machinery; and
- 1.6 [*insert any other amenities, e.g. closed circuit television security system, a reasonable number of telephone giving access to the railway ETD network for emergency use and operational use by all Users and their Associates, etc.*]

2 Common Station Amenities for Passenger Operators

- 2.1 All forecourts, concourses, platforms, subways, overbridges, mezzanine, (if any) and other parts of the Station necessary or expedient to enable access to, egress from and the use of the amenities listed in paragraphs [2.2] to [2.17] where appropriate (other than such areas of the concourse as are described in paragraph 17 of Annex 8 and for the duration(s) therein mentioned) [and the access and egress to and from taxis and bus services and for taxis (as and if applicable) as hatched on the Plans];
- 2.2 public toilets [located as follows – Concourse/Platforms *[insert (if/as applicable)]*] comprising Female Toilets Cubicles *[insert number]* Washbasins *[insert number]* Disabled cubicle *[insert number]* Male Toilets Cubicles *[insert number]* Washbasins *[insert number]* Urinals *[insert number]* Disabled cubicle *[insert number]*];
- 2.3 left luggage and lost property amenity and waiting rooms (if any);
- 2.4 such reasonable number of public telephones as the Station Facility Owner may determine [on [each] platform, *[insert platform number(s) if applicable]*] [and *[insert platform number(s) if applicable]*] and such reasonable number of railway ETD network telephones (not lines) as the Station Facility Owner may determine [of which such reasonable number as the Station Facility Owner may determine are supplied by and for TOC exclusive use];
- 2.5 taxi/ public bus set down/pick up (if any) for use by railway passengers; *[if applicable insert reference to pick up and short stay amenities [which shall be free] for [a maximum of] [e.g. 20 minutes] for use by railway passengers]*];
- 2.6 fixed timetable departure boards on the concourse and each platform (where appropriate) for use by each Passenger Operator and its Associates to advertise the departure times of its Passenger Services from the Station and boards for the display of statutory and compulsory notices supplied by each User, both with reasonable prominence and equal prominence with the notices of the Station Facility Owner and other Passenger Operators;
- 2.7 a reasonable number of moveable boards for use by each Passenger Operator and its Associates to inform its or their customers of any alteration to train timetables or movements, the Station Services or the Common Station Amenities, which cannot be efficiently communicated by the use of any available electronic passenger information systems;
- 2.8 directional signing to facilitate railway passenger movement and emergency exit with reasonable prominence; *[insert any agreed, additional specific references needed, e.g. directions to London Underground to and from car parks etc.]*;
- 2.9 electronic Passenger Information Systems, in positions of reasonable prominence; *[if applicable, insert geographical location, e.g. on the concourse and/or on specified platforms]*

- 2.10 a public address system which is clearly audible through the concourse, mezzanine (if any) and all platforms;
- 2.11 access to [a minimum of] [*insert number (as minimum or specific number) specified by the Station Facility Owner*] operational passenger self-help trolleys [in a location (or locations) specified by the Station Facility Owner];
- 2.12 the areas open to the public adjacent to or adjoining any ticket, booking or passenger information outlet;
- 2.13 accurate, working public clocks in positions of reasonable prominence; [*consider specifying geographical location e.g. on the concourse or on specified platforms*]
- 2.14 a reasonable number of wheelchairs or other suitable transport for customers with impaired mobility and ramps to allow safe wheelchair access to and from trains;
- 2.15 a [reception point [Station Point] to act as a first point of contact for visitors, customers and contractors, equipped with [Passenger Assist] facilities];
- 2.16 [a staffed information point for the provision of passenger information] [Network Rail operating information screen(s) as specified by the Station Facility Owner]; and
- 2.17 a Passenger Information Point (PIP) at [*a location to be agreed and inserted here*]. [These will display various media agreed by both parties including the ability to display alphabetically listed departure information unless required to display emergency information.]

3 Common Station Services for all Users

- 3.1 Cleaning of the Station in accordance with [the specification set out in Appendix 1 to this Annex 1] [Cleaning of those areas of the Station marked on Plans []];
- 3.2 heating, ventilating and cooling in appropriate areas of the Station to such temperatures as the Station Facility Owner reasonably determines and securing the provision of adequate quantities of hot and cold water suitable for human consumption to the Common Station Amenities;
- 3.3 proper lighting of the Station;
- 3.4 such policing as may be required by Statute and other security measures as the Station Facility Owner reasonably considers are necessary;
- 3.5 display of notices not otherwise covered by the terms of this Annex 1 which are reasonably requested and provided by a User.

4 Common Station Services for Passenger Operators

- 4.1 Procure the production and display of timetable departure sheets in "A-Z" format to comply with the relevant National Rail Standard;
- 4.2 prompt display of the notices and timetables provided by each Passenger Operator;
- 4.3 prompt display of emergency or temporary timetables and notices of engineering works based on information supplied by Passenger Operators;
- 4.4 the provision of reasonable numbers of competent and appropriately trained staff, wearing uniforms maintained in good condition, including a name badge, to provide reasonable customer services and assistance to each Passenger Operator's passengers (including any who are disabled) including free customer assistance in relation to boarding and alighting from trains, reasonable mobility assistance, handling of luggage and emergency evacuation. Such staff shall be visible, competent, and aware of all passenger services operated by each Passenger Operator to and from the Station and of each location on the Passenger Operator's routes at which principal connections are made.
- 4.5 display or announcement of all trains (with visibility and/or audibility which is at least equal to that given to the display or announcement of every Passenger Operator and its Associates), on or through all such Passenger Information Systems as shall be available at the Station, of such up-to-date and comprehensible information relating to the railway passenger services operated by Passenger Operators as the Station Facility Owner is reasonably capable of displaying or announcing and as is available to the Station Facility Owner.
- 4.6 display at the Station of information as to the availability of tickets for travel on all railway passenger services operated by Passenger Operators (with equal prominence) and where they may be purchased;
- 4.7 communication to passengers of such up-to-date running information as is available to the Station Facility Owner and as relates to, or is likely to relate to, or be relevant in relation to, all railway passenger services operated by Passenger Operators;
- 4.8 liaison with the local authority to ensure as far as reasonably practical that access to the Station is signposted from all the main access routes for both motorists and pedestrians, and that all signs are clear and unambiguous;

- 4.9 provision to the relevant Passenger Operator, of details of reception arrangements provided by the Station Facility Owner for disabled customers who have reserved journeys via the disabled persons' reporting system on the Station "help page" of the computer reservation system maintained by the relevant Passenger Operator, and updating of this information as necessary;
- 4.10 assist with the supervision of the arrival/departure of road services substituted for rail services for whatsoever cause and provision of additional customer assistance as may be reasonably practicable;
- 4.11 the provision of poster sites, other than those referred to at paragraph 2.7, on forecourts, concourses, platforms, subways, overbridges and mezzanine (if any), for use by Passenger Operators in proportion to shares of Qualifying Expenditure but so that no Passenger Operator shall be entitled to part only of a poster site and any partial entitlement shall be rounded down (subject to a minimum of one poster site for each Passenger Operator);
- 4.12 communications (within three Business Days) to the Passenger Operator concerned of all comments or complaints of customers so as to enable that Passenger Operator to apply its customer comments procedure;
- 4.13 the provision and collection of passenger self help trolleys (if applicable) to and from the Station [concourse [and locations on [each of] platforms [] *insert as required by the SFO, if applicable*]];
- 4.14 provision of appropriate written messages and announcements whenever there is a failure of the electronic customer information system, supplemented with reasonable endeavours by sufficient customer information staff to provide adequate customer information;
- 4.15 co-ordination and documentation, as soon as possible after the Commencement Date of an emergency response plan in consultation with all Passenger Operators to respond to any major passenger train running incident in the vicinity of the Station, in which customers or staff are believed to have been killed or injured;
- 4.16 provision of arrangements promptly to follow up reports of lost property;
- 4.17 provision of a briefing system for Station staff, which all staff working on the Station regularly attend and which includes;
- (a) briefing on the requirements of this Annex 1;
 - (b) prompt circulation to staff of each Passenger Operator's staff newsletter or other briefing material supplied by Passenger Operators; and

- (c) opportunity for personal briefing, on up to four occasions per year, by each Passenger Operator who shall, on request, be invited to join Station Facility Owner briefing meetings for this purpose;

4.18 provision of the following, or copies thereof, for inspection by each Passenger Operator upon reasonable notice:

- (a) the safety policy for the Station;
- (b) relevant information from the Station Facility Owner's Safety Case;
- (c) the Station evacuation arrangements;
- (d) access to records of all staff and public accidents at the Station and to accident investigation reports;
- (e) three-monthly health and safety planned inspection reports of the Station; and
- (f) self/external safety audit reports of the Station.

5 Opening Times

5.1 The Station shall be open for the use of the staff of Users and their Associates (other than passengers) for the following hours:

24 hours per day, 365 days per year *[Alternate to be agreed, e.g. except Christmas Day and until 21:00 on Boxing Day, etc.]*

and to the public for the following hours:

24 hours per day, [364] days per year, [except Christmas Day] *[Alternate to be agreed, e.g.] and 00:01 to 21:00 hours on Boxing Day and 30 minutes after the commencement and 30 minutes before the end of the longest period between 00:01 and 07:00 on each day on which no train services of any passenger operator arrive or depart from the Station.]*

Provided that the following amenities shall be open only for the periods indicated below:

The Public Toilets : *[insert when alternate agreed, e.g. 24 hours]*
Left Luggage : *[insert when alternate agreed, e.g. 0600 to 2200]*
Lost Property : *[insert when alternate agreed, e.g. 0600-2200]*
Customer Service Centre: *[insert when alternate agreed]*

6 Station

Station name: *Insert name of Station*

Address/location: *Insert address of Station*

County/London Borough: *Insert county or London Borough*

- 6.1 The station is shown edged in blue on the Plan and includes the boundary walls, fences and gates belonging to the Station (whether or not identified by lettering on the Plan).
- 6.2 The following features (where marked “YES”) where so indicated under “Treatment” are included in, or excluded from, the Station and in each case are denoted on the Plan by the marking or lettering indicated below.

<u>Marking or Lettering</u>	<u>Included on Plan</u>	<u>Treatment</u>
<u>Yellow</u>	YES/NO	Represents subway outside blue edging but included in the Station.
<u>Green</u>	YES/NO	Represents bridge, raft or station roof outside blue edging but included in the Station.
<u>Red Hatch</u>	YES/NO	Represents bridge, raft, viaduct, arch or other overlying structure which (with everything above it) is within blue edging but excluded from the Station.
<u>Green Hatch</u>	YES/NO	Represents bridge, raft, viaduct, arch, tunnel or other underlying structure which (with everything within it) is within blue edging but excluded from the Station.
<u>Purple</u>	YES/NO	Represents the route of an emergency access from the Station referred to in Part 10.
<u>Brown Colour and/or brown colour hatched</u>	YES/NO	Represents a right of way referred to in Part 10.
<u>Uncoloured Brown hatch and/or cross hatch</u>	YES/NO	Represents a right of way referred to in Part 10.

<u>Lettering</u>	YES/NO	Represents boundary walls fences and gates belonging to the Station between the lettered points.
------------------	--------	--

[References in Marking or Lettering column, replies in "Included on Plan" column and description in "Treatment" column to be checked on a Station specific basis].

7 Default Interest Rate

7.1 2 per cent above the base lending rates published from time to time by The Royal Bank of Scotland plc during any relevant period.

8 Core Facilities

8.1 Those offices and storage spaces shown as “Core Facilities” or “Core” on the Plans which are necessary for use by a User in order to facilitate the safe and/or efficient operation of trains to and from the Station by the relevant User;

8.2 those ticket sales and passenger information facilities (if any) shown as “Exclusive Facilities” on the Plans [numbered *[insert]*] which are necessary to obtain tickets for and information about the train services provided to or from the station by a User; and

8.3 the staff mess rooms [locker rooms] [cloakrooms] and staff toilets (if any) *[insert relevant description of geographical location]* used by employees of a User shown as “Core Facilities” or “Core” on the Plans [numbered *[insert]*]; [and]

8.4 *[car parking arrangements for employees to be specified and inserted (if applicable) e.g. those spaces specified by the Station Facility Owner for the parking of motor vehicles by employees of a User.]*

9 Location of Station Register

9.1 *[The Station.]*

10 Station Facilities

The following, to the extent that they exist at the Station: -

10.1 platforms;

10.2 forecourts, concourses, subways, footbridges and mezzanine (if any);

- 10.3 points of access to and egress from the Station and the platforms;
- 10.4 ticket, booking and passenger information systems (and/or offices);
- 10.5 public toilets;
- 10.6 waiting rooms;
- 10.7 [*if applicable* short and long stay car parking for use by railway passengers and essential staff of Users and] cycle parking;
- 10.8 messroom, locker rooms and staff toilets for use by Users and their Associates' staff;
- 10.9 canopies and roofs;
- 10.10 electronic passenger information systems;
- 10.11 lifts and escalators;
- 10.12 services;
- 10.13 public telephones;
- 10.14 public address system;
- 10.15 public clocks;
- 10.16 seating;
- 10.17 [staffed information point; and]
- 10.18 [closed circuit television (CCTV)]

APPENDIX 1 TO ANNEX 1

Specification for Common Services

Insert relevant wording here (note that potential wording for some areas is available from the SFO) - after consideration of issues such as:

Information Provision

Station Security

Network Rail Station Reception

Customer Services

Cleaning

Waste disposal

Operational meetings

Train Despatch

Gateline manning

Specification for Public Address/Indicator Systems

Station Presentation Schedules

Specification for |Public Address/Information Systems

Specification for the Operation of Lost Property Office

Specification for the Operation of "Complex" Customer Service Centre

APPENDIX 2 TO ANNEX 1

The Plans are annexed hereto. [*(Refer to Annex 10 if applicable)*]

APPENDIX 3 TO ANNEX 1

Statement of Condition

Item	Condition				Item	Condition			
	P	F	G	X		P	F	G	X
1. External Façade					16. Water Services				
2. Roofs & Roof Drainage					17. Gas Services and Appliances				
3. Canopies					18. Heating Circuits				
4. Chimneys [(flue dilution) <i>if applicable</i>]					19. Air Conditioning				
5. Substructure					20. Main Switchgear				
6. Superstructure					21. Electric Circuits/Devices				
7. Retaining Walls					22. Lighting Internal				
8. External Decoration					23. Security and Fire Alarm Systems				
9. Internal Decoration					24. Driver Only Operated Systems				
10. Windows, Doors & Internal Joinery					25. Toilets and Plumbing				
11. Internal Walls					26. Drainage				
12. Floors					27. Platforms				
13. Ceilings					28. Lighting Platform/External				
14. Staircases					29. Car Parks, Roads and External Works				
15. Lifts and Escalators					30. Footbridges				

Item	Condition					Condition			
	P	F	G	X		P	F	G	X
31. Underpasses and Subways					45. Mezzanine				
32. Boundary Fences/Walls									
33. Landscaping									
34. Shelter and Cycle Racks									
35. Vent Systems									
36. Train Tanking									
37. Emergency Lighting									
38. Barrier Roof									
39. Main entrance doors									
40. Tenant lift									
41. Gates & Barriers									
42. Water meters									
43. Generators									
44. CCTV									
45. Barrier Gates/Doors									
46. Ticket machines (owned by the SFO)									
47. Others (to be specified)									

Note: Condition Codes:

P – Poor – Serviceable but with considerable deterioration or weathering from the installed condition.

F – Fair – Serviceable but with some deterioration or weathering from the installed condition.

G – Good – Generally sound condition as originally installed.

X – Item not present.

APPENDIX 4 TO ANNEX 1

[INSERT NAME OF STATION] - EQUIPMENT INVENTORY

ALLOCATION OF COST

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(1)	Traction supply equipment (includes OHLE structures and/or feeder cables to conductor rails, but not the rails)	[YES]	[N/A]	[NO]	[NO]
(2)	Signalling equipment (includes gantries cables and other apparatus)	[YES]	[N/A]	[NO]	[NO]
(3)	Water and Electricity Utility supply equipment and transmission media <i>[Consider and add Gas, if applicable]</i>	[YES]	[N/A]	[NO]	[NO]
(4)	Sub-stations Meter Rooms and Main Switch Gear Housing	[YES]	[N/A]	[YES]	[NO]
(5)	Boilers and heating systems	[YES]	[N/A]	[YES]	[NO]
(6)	Station Facility Owner's Temporary Buildings	[YES]	[N/A]	[YES]	[YES]

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(7)	Sprinkler	[YES]	[N/A]	[YES]	[NO]
(8)	Security Installations (including CCTV) and Fire Alarm Systems	[YES]	[N/A]	[YES]	[NO]
(9)	Air Conditioning Plant and Equipment	[YES]	[N/A]	[YES]	[NO]
(10)	Retail Telecoms Systems This means the systems identified in (A) below including (but not limited to) items mentioned in (B) below but excluding items mentioned in (C) below:				
(A)	public address systems	[YES]		[NO]	[NO]
	information display systems (including LED, LCD, or flap-type (Solari boards) and monitoring (monitor based systems)	[YES]	<i>[Number to be inserted]</i>	[NO]	[NO]
	station clock systems	[YES]	<i>[Number to be inserted/checked [and may be incorporated into CIS displays]]</i>	[NO]	[NO]
	closed circuit TV for crowd control	[YES]	<i>[Number to be inserted]</i>	[NO]	[NO]

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(B)	customer terminal/premises equipment associated with such systems e.g. processors, displays, speakers and amplifiers	[YES]	[N/A]	[NO]	[NO]
	local cabling and wiring, including any local data/analogue communications devices associated with the Station	[YES]	[N/A]	[NO]	[NO]
(C)	Circuits connecting retail telecoms systems to remote locations (using intermediate and/or trunk telecoms cabling) or providing connections to other applications (for example, a form of information generator)	[YES]	[N/A]	[NO]	[NO]
(11)	External Lighting including platforms	[YES]	[N/A]	[YES]	[NO]
(12)	Drainage	[YES]	[N/A]	[YES]	[NO]
(13)	Gas Installations, fittings and fixed appliances	[NO]	[N/A]	[YES]	[NO]
(14)	Electrical Installations including fixed appliances	[YES]	[N/A]	[YES]	[NO]

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(15)	Electrical power supply sockets and light fittings	[YES]	[N/A]	[YES]	[YES]
(16)	Driver Only Operation Equipment	[YES]	[N/A]	[YES]	[NO]
(17)	Central Heating Systems	[YES]	[N/A]	[YES]	[NO]
(18)	Sanitary Installations and fittings where accessible and/or visible	[YES]	[N/A]	[YES]	[YES]
(19)	Sanitary Installations and fittings where not accessible or visible	[YES]	[N/A]	[NO]	[NO]
(20)	Hot and Cold water and soil waste plumbing installations where accessible and/or visible	[YES]	[N/A]	[YES]	[YES]
(21)	Hot and cold water and soil waste plumbing installations where not accessible or visible	[YES]	[N/A]	[NO]	[NO]
(22)	Flues	[NO]	[N/A]	[YES]	[NO]
(23)	Fixed Seats	[YES]	<i>[Number to be inserted]</i>	[YES]	[YES]
(24)	Train Despatch Equipment	[YES]	[N/A]	[YES]	[NO]

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(25)	Fixed and Moveable Fire Appliances [(including Beneficiaries' Exclusive Areas)]	[YES]	<i>[Number to be inserted]</i>	[YES]	NO [(except in respect of extinguishers equipment and arrangements required to ensure (a) satisfactory safety from the risks of fire or explosion to the reasonable satisfaction of the Station Facility Owner (b) obtaining or maintenance of any necessary fire certificate for the Station)]
(26)	Pumping Station	[NO]	[N/A]	[YES]	[NO]
(27)	Traffic Management System Controlling Vehicular entry to any Station or any Car Park	[NO]	[N/A]	[YES]	[NO]
(28)	Lift Installations	[YES]	<i>[Number to be inserted]</i>	[NO]	[NO]
(29)	Escalator Installations	[YES]	<i>[Number to be inserted]</i>	[NO]	[NO]

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(30)	Ticket Gate Line/Platform Barriers	[YES]	<i>[Number to be (automatic/manual)]</i>	[NO]	[NO]
(31)	Cycle Racking	[NO]	[N/A]	[YES]	[YES]
(32)	Waiting Room Furniture	[NO]	[N/A]	[YES]	[YES]
(33)	Left Luggage Units	[NO]	[N/A]	[YES]	[YES]
(34)	Customer Service Telephones and Equipment (Help Points)	[YES]	<i>[Number to be inserted]</i>	[YES]	[YES]
(35)	Radios	[YES]	<i>[Number to be inserted]</i>	[YES]	[YES]
(36)	Passenger Information Point (PIP)	[YES]	<i>[Number to be inserted]</i>	[YES]	[YES]
(37)	Public payphone	[YES]	<i>[Number to be inserted]</i>	[NO]	[NO]
(38)	Information Booth	[YES]	<i>[Number to be inserted]</i>	[YES]	[YES]
(39)	Diesel Fuel Storage and Dispensing Installation	[YES]	[N/A]	[YES]	[NO]
(40)	Water tanking points on platforms	[YES]	<i>[Number to be inserted]</i>	[YES]	[YES]

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(41)	Ticket vending machines	[YES/NO]	[Number to be inserted]	[YES]	[YES]

Note: Answers and items listed out above to be checked and amended/modified, as necessary for specific Station.

APPENDIX 5 TO ANNEX 1

[INSERT NAME OF STATION] STATION – ELEMENTS INVENTORY

ALLOCATION OF COST

<u>Description</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
A Substructures (excluding any finishes)		
1. Foundations	[N/A]	[NO]
2. Basements	[N/A]	[NO]
3. Basement Tanking/Waterproofing	[N/A]	[NO]
4. Arches and Subways	[N/A]	[NO]
5. Structural Slabs at Ground Level or below	[N/A]	[NO]
6. Damp Proof Membrane at Ground Floor Level and below	[N/A]	[NO]
7. Retaining Walls	[N/A]	[NO]
B Superstructure		
8. Damp Proof Course	[N/A]	[NO]
9. Frames, Beams Columns (Excluding Finishes)	[N/A]	[NO]
10. Structural Slabs (above Ground Floor Level)	[N/A]	[NO]
11. Floors (Excluding Finishes)	[N/A]	[NO]
12. External Staircases (Excluding Finishes)	[NO]	[NO]
13. Internal Staircases (Excluding Finishes)	[NO]	[NO]

<u>Description</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
<u>Roofs (Excluding Canopies)</u>		
14. Roof Structure	[NO]	[NO]
15. Decking, Coverings Insulation	[NO]	[NO]
16. Roof Access Ladders, Walkways and Guardrails	[NO]	[NO]
17. Roof Lights	[NO]	[NO]
18. Roof Drainage	[YES]	[NO]
19. Parapets	[NO]	[NO]
20. Chimneys above Roof Level	[NO]	[NO]
21. Station Roof Glazing	[NO]	[NO]
22. Tank rooms and Roof Mounted Plant above the roof line	[NO]	[NO]
<u>Canopies</u>		
23. Canopies, Supports and Glazing	[NO]	[NO]
24. Roof Access Ladders, Walkways and Handrails	[NO]	[NO]
25. Canopy Drainage	[NO]	[NO]
26. External and Load Bearing Walls (Excluding Finishes)	[N/A]	[NO]
<u>Walls and Cladding</u>		
27. External Cladding	[YES]	[NO (except where due to vandalism)] [YES (where due to vandalism)]

28.	Internal Load Bearing Walls (Excluding Finishes)	[N/A]	[NO]
29.	Internal Non-Load Bearing Walls (Excluding Finishes)	[YES]	[YES]
30.	Partitions	[YES]	[YES]
31.	Windows excluding glass		
	(A) External	[YES]	[NO]
	(B) Internal	[YES]	[YES]
32.	External Doors	[YES]	[NO]
33.	Internal Doors	[YES]	[YES]

C Finishes and Surfaces

34.	External & Internal Wall Finishes and Coating including paint	[YES]	[YES]
35.	Floor (except Terrazzo) Finishes within Buildings	[YES]	[YES]
36.	Terrazzo Finishes (except platforms)	[YES]	[NO]
37.	Finishes to Frames Beams Columns (other than 38)	[YES]	[YES]
38.	Fire resistant coatings/finishes	[YES]	[NO]
39.	Staircase Finishes	[YES]	[YES]
40.	Train Shed Roof Finishes	[NO]	[NO]
41.	Canopy Finishes	[NO]	[NO]
42.	Ceiling Finishes	[YES]	[YES]
43.	Internal Joinery (Skirtings Architraves)	[YES]	[YES]
44.	Other Glazing including windows and doors	[YES]	[YES]

D Platforms and External Structures

45.	Platform Structure including supporting and	[NO]	[NO]
-----	---	------	------

	retaining walls		
46.	Platform Copers	[YES]	[NO]
47.	Platform Wearing Surfaces (except Terrazzo)	[YES]	[NO]
48.	Platform Terrazzo Surfaces	[YES]	[NO]
49.	Footbridges (except finishes)	[NO]	[NO]
50.	Footbridge and Subway finishes (including wearing surface handrails etc)	[YES]	[NO]
51.	Fixed Ramps	[NO]	[NO]
52.	Loading Docks	[NO]	[NO]
53.	Waiting Shelters	[YES]	[NO]
54.	Fencing	[YES]	[NO]
55.	Retaining Walls	[NO]	[NO]
E Other			
56.	Road, Pavement and Forecourt Surfaces and Substructures	[YES]	[NO]
57.	Car Park Surfaces and Substructures	[NO]	[NO]
58.	Car Park Equipment including Ticket Machines, Signs and Road markings (if any at Station)	[YES]	[YES]
59.	Main Drainage Outfall	[NO]	[NO]
60.	Other Underground Drainage Installations	[NO] (except in respect of keeping clean and free flowing)	[NO]
61.	Nominated Signs	[YES]	[YES]
62.	Station Signage	[YES]	[YES]
63.	Landscaping and Planting	[YES]	[YES]
[64.	Vegetation on Towers & Structures]	[NO]	[NO]

Note: Answers and items listed out above to be checked and amended/modified, as necessary by specific Station.

APPENDIX 6 TO ANNEX 1

Excluded Equipment¹

[To be completed² or marked N/A, as applicable]

¹ See ISACs' definition of "Excluded Equipment".

² May be completed by reference to Items (1) and (2) of Appendix 4 of this Annex 1, if present on or at the Station.

APPENDIX 7 TO ANNEX 1

1 Railway Superstructure

1.1 Within the area edged blue on the Plan, any bridge, viaduct, railway arch, raft or overlying structure which is not coloured or hatched in any manner on the Plan shall:

(A) not be Railway Superstructure if it is listed in Column 1 of Table 1; and

(B) be Railway Superstructure if it is listed in Column 2 of Table 1.

Table 1

	Column 1		Column 2
1.	footbridge providing access from one station platform to another	4.	raft supporting office building or similar commercial development, together with all leased parts of such building or development
2.	any area subject to a station trading tenancy	5.	road bridge
3.	any area at first and/or upper floor levels subject to a residential tenancy	6.	rail bridge
		7.	footbridge (except one described in item 1)

1.2 The Station shall:

(A) include the land and airspace within and covered by the arches or spans of the Railway Superstructure, any boundary structures sealing off the mouth of any such arches or spans and the land airspace and works beneath the raft; and

(B) exclude any part of the Railway Superstructure and the works and airspace above it.

2 Railway Substructure

2.1 Any bridge, viaduct, railway arch, raft, tunnel, passageway or substructure which is not coloured or hatched in any manner on the Plan shall:

- (A) not be Railway Substructure if it is listed in Column 1 of Table 2; and
- (B) be part of Railway Substructure if listed in Column 2 of Table 2

Table 2

	Column 1		Column 2
1	subway or tunnel connecting station buildings or platforms	3	arch space (except one described in item 2)
2	arch space used as station car park or to provide access to the Station or otherwise integral to the operation of the Station as a railway station	4	subway or tunnel (except one described in item 1)

2.2 The Station shall:

- (A) include the surface of the ground or soil (if any) over the Railway Substructure and the ballast, sleepers and metals laid there together with all airspace above the ground or soils surface (or if there is no such surface, then above the surface of the Railway Substructure itself) and also includes the airspace within the tunnel or passageway which is part of the Railway Substructure; and
- (B) exclude any part of the Railway Substructure, the airspace within any arches or spans beneath it and the land and works below it.

ANNEX 2: QUALIFYING EXPENDITURE

1 Expenses of Common Station Services and Common Station Amenities

1.1 Subject to paragraph 3, all costs and expenses reasonably payable or incurred by the Station Facility Owner in providing or procuring the provision of the Common Station Amenities or the Common Station Services, or which can be properly attributed to the operation of the Station as a railway station, together with all costs and expenses reasonably payable or incurred in or in procuring or as a direct result of the following:

- (A) compliance with administrative and secretarial and other incidental obligations of the Station Facility Owner in Parts 2, 3 and 9 and Conditions 28, 29, 31, 41 and 72.
- (B) the payment of any existing or future taxes, rates, charges, duties, assessments, impositions and other outgoings paid or payable by the Station Facility Owner in respect of the Station excluding:
 - (1) Value Added Tax, except to the extent that such Value Added Tax is not available for credit for the Station Facility Owner, or for any person with which the Station Facility Owner is treated as a member of a group for Value Added Tax purposes, under Sections 25 and 26 of the Value Added Tax Act 1994 and then only to the extent that such Value Added Tax is not recoverable under the Station Access Agreement;
 - (2) tax on the overall net income of the Station Facility Owner;
 - (3) taxes, interest and penalties arising by virtue of the Station Facility Owner's delay or default or failure to make an appropriate claim for relief or make such a claim timorously; and
 - (4) taxes which do not relate to the period of events within the period of the Station Access Agreement;
- (C) the making or defending of any claim, litigation, lien, demand or judgement in respect of the Common Station Services and Common Station Amenities in accordance with these Station Access Conditions;

- (D) the payment of fees and expenses of any professional adviser or valuer reasonably engaged by the Station Facility Owner in connection with any of the provisions of this Annex 2 of these Station Access Conditions;
- (E) the termination of the contracts of employment of Relevant Employees (other than any cost or expense which represents any payment in respect of a claim for unfair or wrongful dismissal or redundancy payments in excess of the Redundancy Liability), where for the purposes of this paragraph 1.1 (E):
- (1) “QX Services” means any work or service the cost or expense of which would be or is Qualifying Expenditure where the contract for the provision of which by another person is entered into by the Station Facility Owner;
 - (2) “QX Services Contract Date” means the date of the relevant contract for the provision of QX Services;
 - (3) “Relevant Employees” means any employees of the Station Facility Owner who were directly wholly or mainly engaged in the provision of the QX Services by the Station Facility Owner and whose contracts of employment are terminated by reason of redundancy by the Station Facility Owner after the Station Facility Owner has used its reasonable endeavours to redeploy them to suitable alternative employment by the giving of the minimum notice legally required to terminate such contracts within 6 months of the Cessation Date;
 - (4) “Redundancy Liability” means such redundancy payments as would have been payable by the Station Facility Owner to Relevant Employees on the basis of its standard (not enhanced) redundancy arrangements in place as the QX Services Contract Date and by applying to the Relevant Employees:
 - (a) a period of service equal to the average period of service; and
 - (b) remuneration equal to the average remuneration(in each case as at the QX Services Contract Date), of all employees of the Station Facility Owner at the Station who were as at the QX Services Contract Date of the same grades as the Relevant Employees as at the QX Services Contract Date; and

- (F) the termination, within one month of the termination of any contract of employment of a Relevant Employee of any contract pursuant to which any agent (other than an employee) of the Station Facility Owner provides any QX Services or part thereof after the Station Facility Owner has used its reasonable endeavours to minimise the costs or expenses of such termination;
- (G) the termination of the contracts of Sub-Contractor Employees (other than any cost or expense which represents (a) any payment in respect of a claim for unfair or wrongful dismissal or redundancy payments in excess of the Redundancy Liability (as defined in Sub-paragraph 1.1 (E) of this Annex 2) or (b) the making of any protective award under Section 189 or (c) the ordering of any penalty under Section 193 of the Trade Union and Labour Relations (Consolidation) Act 1992) where such costs and expenses are incurred by the Station Facility Owner in accordance with the terms of a Sub-Contract. For the purposes of this paragraph 1.1 (G):
 - (1) “Sub-Contractor Employee” means any employee of a Sub-Contractor who was directly wholly or mainly employed in the provision of Common Station Services supplied by such Sub-Contractor under a Sub-Contract at the time the provision of such Common Station Services by the Sub-Contractor was terminated;
 - (2) “Sub-Contract” means a sub-contract between Network Rail and any Passenger Operator entered into from time to time whereby Network Rail has sub-contracted the provision of any Common Station Services to such Passenger Operator; and
 - (3) “Sub-Contractor” means any Passenger Operator with whom Network Rail has entered into a Sub-Contract; or
- (H) insurance in accordance with Condition 26.1, after deducting any commission or discount to or to any person on behalf of the Station Facility Owner for effecting the relevant insurance policy;
- (I) the application of any amount by the Station Facility Owner pursuant to Condition 27.1(A) (subject to the proviso to Condition 27.1) on the occurrence of an Insured Risk;

- (J) the Maintenance and/or Repair of those Elements of the Station and those items of Equipment the responsibility for the Maintenance and/or Repair of which is listed in the Elements Inventory or the Equipment Inventory as being Qualifying Expenditure, the Maintenance of any part of the Station which forms part of the Common Station Amenities or of any item of Equipment which is not referred to in the Elements Inventory or the Equipment Inventory, any works required pursuant to Condition 22.1 (B) and the painting and decorating of buildings forming part of the Station Amenities pursuant to Condition 22.2,

Provided that where any costs and expenses referred to in this paragraph 1.1 relate to the whole of the Station, only such proportion of them as can be properly be attributed to those parts of the Station which are:

- (i) the Common Station Amenities; or
- (ii) otherwise used by the Station Facility Owner, directly or indirectly, in connection with the performance or in procuring the performance of its obligations under these Station Access Conditions to the extent that such obligations relate to the Common Station Amenities or to the Common Station Services (save that where any Common Station Service is provided to the whole of the Station regard shall only be had for this purpose to that part of the costs and expenses relating to the provision of such Common Station Service which benefits or otherwise relates to the Common Station Amenities)

shall constitute Qualifying Expenditure;

1.2 [%] of the costs and expenses properly and exclusively payable or incurred by the Station Facility Owner in procuring that all Track Litter is collected and disposed of in accordance with Condition 81.1 (P); and

1.3 such fee in respect of the overheads of the Station Facility Owner and by way of a management fee for operating or procuring the operation of the Station, as shall have been notified to and approved by the ORR from time to time.

2 Calculation of Qualifying Expenditure

2.1 In calculating the Qualifying Expenditure, the Station Facility Owner shall give credit for:

- (A) any money received from any person other than a User in respect of the use of the Common Station Amenities or the Common Station Services for or in connection with operation of trains by that person, by way of service charge or otherwise; [*consider car parking receipts and whether, if applicable, include or exclude*]
- (B) any money received from Users (other than Passenger Operators to which Part 6 applies), in respect of the use of the Common Station Amenities or the Common Station Services by way of service charge or otherwise;
- (C) any insurance proceeds received in respect of matters which would otherwise have given rise to expenses for the purposes of calculation of Qualifying Expenditure;
- (D) any money paid to the Station Facility Owner by way of damages to compensate for, or reimbursement of, costs which would otherwise be treated as expenses for the purposes of calculation of Qualifying Expenditure; and
- (E) (subject to any modifications to this sub-paragraph 2.1(E) pursuant to Condition 42), any money received in respect of the use of the Common Station Amenities or Common Station Services from any person having rights of occupation over any part of the Station under a lease or a licence, save where such money is;
 - (1) received by way of rent or licence fee; and
 - (2) paid or received (whether by way of service charge or otherwise) in respect of a lease or licence of any part of the Station which was let or licensed as at the Conditions Efficacy Date.

3 Excluded Costs and Expenses

3.1 The following costs and expenses shall not form part of the costs and expenses described in paragraph 1.1 of this Annex 2:

- (A) the costs and expenses of:
 - (1) executing the Existing Works;
 - (2) carrying out the Repair and Maintenance obligations of the Station Facility Owner under Part 4 save to the extent provided in paragraph 1.1(G) of this Annex 2;

- (B) any amount payable by the Station Facility Owner to any person as a result of the failure of the Station Facility Owner to perform any obligation or of any warranty given by the Station Facility Owner not being true and accurate in all respects;
- (C) costs incurred pursuant to Conditions 27.4, 44.2, 46.3, 69, 70.2, 76.2, 77.3, 78.1, 79.3, 82.1(H), 82.1(I), 92.2 and 101.1 and any costs incurred by the Station Facility Owner as the Proposer of a Material Change Proposal made in accordance with Part 3;
- (D) costs incurred in providing [and maintaining] public car parking, left luggage, public toilets, lost property and public telephones (as applicable) save to the extent that they are included in Qualifying Expenditure pursuant to Condition 98.1;
- (E) costs incurred in procuring the services of the British Transport Police at the Station;
- (F) [all costs incurred in relation to works identified in Annex 9.]
- (G) *[Please insert any additional, specific costs here]*

4

Sample Period

- 4.1 A period of two weeks, one week being taken from each of the two periods bounded by the three most recent consecutive Passenger Change Dates, one such week being the second week in [June], the other such week being the second week in [October]. Each such week shall be accorded a weighted significance determined by reference to the respective number of complete weeks comprised in the published period of the Passenger Timetable in which such week falls.

For these purposes:

“Passenger Change Dates”	means the dates upon which significant changes may be made to a Passenger Timetable, being those dates specified by European Passenger Timetable Conference;
“Passenger Timetable”	means any timetable of passenger railway services published or procured to be published to the public by Network Rail;
“Week”	means a calendar week measured Sunday to Saturday (Inclusive) and not containing a bank or public holiday.

ANNEX 3: COMMON STATION AMENITIES AND COMMON STATION SERVICES WHICH MAY BE CHANGED ONLY BY UNANIMOUS AGREEMENT OF ALL USERS

1. Opening periods as set out in Paragraph 5 of Annex 1.
2. Points of access to and egress from the Station.
3. [Location of Passenger Information Systems where applicable.]

ANNEX 4 : EXISTING WORKS AND ADJACENT WORKS

[To be completed or marked N/A]

[Existing works]

Details of works going on at the Station to be inserted

[Adjacent Works]

Details of works at or in the vicinity of the Station to be inserted

ANNEX 5: EXISTING AGREEMENTS

[To be completed as to station specific, global agreements etc or marked N/A]

[The list of Existing Agreements in annexed hereto:

- [(A) General Existing Agreements (excluded and included)]³
- [(B) Global Agreements]
- [(C) Retail Lettings]]

³ Relevant agreements to be inserted - the SFO to provide on Station specific basis.

ANNEX 6: IDENTIFIED ABATABLE CHARGES FOR COMMON STATION AMENITIES AND COMMON STATION SERVICES

Save where an amenity is closed for cleaning, Maintenance or repair in accordance with the Station Access Conditions, a Passenger Operator shall be entitled to an abatement equal to its Passenger Operator's Proportion of the following abatable charges or of the Daily Charge attributable to the relevant amenity or service, whichever is the lesser, save where an abatement is payable to the Passenger Operator in respect of the same period of time under Annex 7. Provided that, save where otherwise indicated below, the abatable charge shall be payable only in the event of total failure of the relevant amenity or service.

	AMENITY/SERVICE	PERIOD	ABATABLE CHARGE
1.	Public Address System (including recorded announcements)	after [24] hours	£[] per day
2.	Customer Information Systems (including VDU and LCD boards)	after [48] hours	£[] per day
3.	Main Indicator Board or where more than one Main Indicator Board, in respect of each Main Indicator Board	after [24] hours after [24] hours	£[] per day £[] per day
4.	Lifts and Escalators (total failure is defined as when more than 50% of all lifts and escalators at the Station are not available)	after [24] hours	£[] per day
5.	Car Parking Provision (total failure is defined as when less than []% of car parking spaces are available)	after [24] hours	[]% of daily income from car park

[Amenity/Service column to be customised on a Station specific basis and with additional items considered, e.g. left luggage, toilets etc. In addition, grace periods and levels of Abatable Charge to be inserted, as appropriate to the Station - consider reference to specific [daily] amount or (if applicable) a percentage of User's Daily General Charge/Daily Long Term Charge and the SFO's Charges applicable to Amenity/Service.]

ANNEX 7: SLIDING SCALE OF ABATEMENT FOR FAILURE TO OPEN THE ENTIRE STATION DURING AGREED OPENING TIMES

On each occasion on which the Station is not open during the opening times set out in paragraph 5 of Annex 1, each of the Daily General Charge and the Daily Long Term Charge shall be abated to any User which has an affected Vehicle by the Relevant Amount. For these purposes:

1. "Relevant Amount" means in respect of any day on which the station so fails to open, the whole or such part of: -
 - (A) in the case of the Daily General Charge 100% thereof; and
 - (B) in the case of the daily Long Term Charge 50% thereofas is in each case equal to the proportion which the number of Vehicles operated by or on behalf of the User and due to depart from the station on that day and which are affected by such failure open bears to the total number of Vehicles operated by or on behalf of the User and which are due to depart from the station on that day; and
2. a Vehicle shall be affected by such failure to open at any time during the period commencing 30 minutes prior to the scheduled arrival of such Vehicle and ending 15 minutes after its scheduled departure.

The above is to be customised for the Station, if applicable.

ANNEX 8 : SPECIFIED PROVISIONS

1. The agreements referred to in the definition “Included Existing Agreements” are:
 - (A) the Supplemental Agreement made 1st April 1994 between (1) British Railways Board and (2) Railtrack PLC (now Network Rail Infrastructure Limited) and entitled “Agreement for Leases, Site Demarcations, Connection Agreements and BRT Easements”, the Supplemental Agreement made 1st April 1994 between (1) Railtrack PLC (now Network Rail Infrastructure Limited) and (2) British Railways Board and entitled “Supplemental Agreement for Leases (Real Property)” and the Supplemental Agreement made 1st April 1994 between (1) Railtrack PLC (now Network Rail Infrastructure Limited) and (2) British Railways Board and entitled “Property Miscellaneous Provisions Agreement” which form part of the Railtrack PLC (now Network Rail Infrastructure Limited) Transfer Scheme;
 - (B) the Supplemental Agreement made 1st April 1994 between (1) Railtrack PLC (now Network Rail Infrastructure Limited) and (2) BR Telecommunications Limited and entitled “Framework Agreement relating to grant of easement and property leases” which forms part of the Railtrack PLC (now Network Rail Infrastructure Limited) Transfer Scheme and the British Rail Telecommunications Transfer Scheme; and
 - (C) the Supplemental Agreement made 1st April 1994 between (1) Railtrack PLC (now Network Rail Infrastructure Limited) and (2) BR Telecommunications Limited and entitled “Agreement for Leases, Property Licences and Grant of Easements” which forms part of the British Rail Telecommunications Transfer Scheme; andand any deeds or documents supplemental to or varying the terms of any of them.
2. The amount referred to in the definition "Long Term Charge" is [*to be inserted*].
3. The sum referred to in the definition “Minimum Sum” is [*insert*].
4. The percentage referred to in the definition “Requisite Majority” is [*insert*]%.
5. The number of days referred to in Condition 33.6 is seven days.
6. The percentage referred to in Condition 41.5(B) is to be determined by reference to a Relevant Operator’s Passenger Operator’s Proportion as specified in the table below:-

<u>Passenger Operator's Proportion of Passenger Operator</u>	<u>Percentage alteration Required</u>
--	---------------------------------------

[25%] or less	more than [100%]
more than [25%] but less than [50%]	more than [85%]
[50%] or more	more than [70%]

7. The amount referred to in Condition 50.1(A) is [£5,000].
8. The amount referred to in Condition 50.1(B) is [£5,000].
9. The amount referred to in Condition 52.1(D) is [£20,000].
10. The amount referred to in Condition 71.1(B)(1) is [1%] of Network Rail's Long Term Charge, subject to a minimum of [£1,000].
11. The amount referred to in Condition 71.1(B)(2) is [1%] of a Passenger Operator's share of Qualifying Expenditure, subject to a minimum of [£1,000].
12. The amount referred to in Condition 71.1(B)(3) is [*insert*]% of a User's Access Charge, subject to a minimum of [£1,000].
13. The amount referred to in Condition 71.1(C)(1) is [5%] of Network Rail's Long Term Charge, subject to a minimum of [£5,000].
14. The amount referred to in Condition 71.1(C)(2) is [5%] of a Passenger Operator's share of Qualifying Expenditure, subject to a minimum of [£5,000].
15. The amount referred to in Condition 71.1(C)(3) is [5%] of a User's Access Charge, subject to a minimum of [£5,000].
16. The number of years referred to in Condition 100.1 is six years.
17. The area(s) of the concourse and the durations referred to in Paragraph 1.1 of Annex 1 are [*none/insert details*].
18. The relevant special conditions referred to in Condition 1.4 are:
[Paragraph 18 will need to be completed on a Station specific basis but by way of illustration, please consider some of the examples that follow and whether issues such as number of car parking spaces need to be covered]

(A) references in these Independent Station Annexes to Plan(s) are to the plans marked as such in Appendix 2 to Annex 1;

- (B) display of posters as set out in Paragraph 4.11 of Annex 1 will be offered to the relevant Passenger Operators in proportion to the share of Qualifying Expenditure at no greater than the prevailing market rate;
- (C) implementation of any proposal by the Station Facility Owner to use the Passenger Information System at the Station otherwise than for provision of a Common Station Service shall be deemed to be a Proposal;
- (D) in determining whether for the purposes of Condition 10.1 the introduction of any advertising at the Station (other than in respect of railway services) is an action falling within the definition of a Proposal regard shall be had to all such advertising so introduced since the Commencement Date or the date on which a Proposal in that regard was last approved under Part 3, whichever is the latter;
- (E) the provisions of Part 6 of the Station Access Conditions shall apply in respect of any Passenger Operator save to the extent varied or disapplied in a Station Access Agreement with that Passenger Operator; and
- (F)
 - (1) In this special condition
 - (a) “a relevant disposal” means the disposal or the creation of any estate, interest, right or title in or to the Station which, whether or not with the passage of time or the giving of notice, may result in another person becoming the facility owner in respect of the Station but does not include the creation of Security over the Station; and
 - (b) “Security” means any mortgage, pledge, lien (other than a lien arising by operation of law), hypothecation, security interest or other charge or encumbrance.
 - (2) The Station Facility Owner shall not make a relevant disposal otherwise than to a person holding a station licence in respect of the Station who prior to the making of the relevant disposal has novated the access agreements of all Users on terms approved by the ORR.
 - (3) The Station Facility Owner shall not create or permit to subsist Security over the Station otherwise than on terms to which the ORR has consented.

(4) A relevant disposal made in breach of (2) above and Security created or permitted to subsist in breach of (3) above shall be void and of no effect and shall not be binding upon or confer rights exercisable against any User.

(5) Neither the disposal nor the creation of any estate, interest right or title in or to the Station shall release the Station Facility Owner from any accrued or unperformed obligation the consequences of any breach of a Station Access Agreement or the Station Access Conditions or any liability in respect of any act or omission under or in relation to a Station Access Agreement or the Station Access Conditions arising prior to another person becoming the facility owner in respect of the Station.

(G) [The dates specified in the following provisions of the Station Access Conditions shall, in each case, be deemed to be deleted and substituted by the date falling on the [] anniversary of the date actually specified, namely:

[Conditions [48.1], [55.2], [67], [81.1(S), [82.1(I)], [92.2] and the proviso to Condition [96.1.]]

19. The Conditions Efficacy Date is the date of the Station Access Agreement between the Station Facility Owner and the Beneficiary.
20. The Long Term Charge Commencement Date is [the date of the Station Access Agreement between the Station Facility Owner and the Beneficiary].
21. The Core Facilities referred to in the definition “Change” are those referred to in paragraphs 8.2 and 8.3 of Annex 1 (if any).

ANNEX 9: DISREPAIRS TO BE REMEDIED

[To be completed or marked "None"]

ANNEX 10: PRODUCTION OF SPECIFICATIONS and PLANS
[To be completed or marked "None"]

[If to be completed:

1. *This Annex shall apply to the determination of specifications for the performance of the following obligations by the Station Facility Owner:

[details of relevant specifications to be agreed by the SFO and the User to be inserted]*
2. *The Station Facility Owner shall as soon as reasonably practicable and by no later than [insert date] deliver to each User its proposals for those Specifications including any appropriate quality, quantum or response time standards.*
3. *The Station Facility Owner and all Users shall negotiate with each other with a view to reaching agreement, subject to the approval of the ORR, on the Specifications proposed by the Station Facility Owner or on any amendments to them that any User may consider necessary or desirable in respect of any such matters.*
4. *If the Station Facility Owner and the Users fail to reach agreement with each other on any of the specifications within [insert agreed number of days, e.g. [90]] days of the delivery of the Station Facility Owner's proposals for such Specifications, the matters in dispute may be referred for determination by any of them in accordance with the relevant provisions of the Access Dispute Resolution Rules Procedure.]*

STATION PLAN (*TO BE INSERTED*)

ANNEX 11: REPAIR AND MAINTENANCE SPECIFICATIONS

PERFORMANCE STANDARDS

To be completed and/or amended by the Station Facility Owner as appropriate/relevant to the Station.

1 Performance Standards

Maintenance of the station assets shall be through planned periodic and weekly inspections. All works undertaken at the station shall meet with the relevant standards and the contractors own quality procedures.

The station maintenance plan shall cover the following areas

- Roof cleaning and maintenance of roof gullies
- Underground drainage
- Staff and public toilets
- Painting and redecoration of station and platform areas
- Fire Alarm maintenance
- M/E Maintenance
- Statutory electrical Inspections
- Weekly handyman visits
- Yellow and White lining
- Maintenance of Door closures and ironmongery

2 Scheduled Inspections

Planned maintenance shall be undertaken at regular intervals and shall be defined in the annual PPM plan for maintenance of the station assets.

3 Roof Cleaning and maintenance of downpipes

Cleaning of the roof valleys and jetting of the downpipes which discharge the water off of the roof. This maintenance shall be undertaken regularly.

4 Underground Drainage

To ensure both foul and soil drains are free flowing they shall be jetted and camera surveyed to determine condition and to minimise the risk of potential blockages.

5 Staff and Public Toilets

Staff and public toilets shall be inspected regularly and any non emergency faults e.g. leaking pipes, broken toilet seats, dripping taps will be rectified during this inspection.

6 Painting and Redecoration

It is planned that a rolling painting program is adopted at the station with the aspiration of completing all decorating within 5 years.

7 Fire Alarm Maintenance

Regular periodic maintenance to the fire alarm, sprinkler systems, PAVA and emergency lighting will be undertaken and recorded.

8 M/E Maintenance

Periodic inspection and maintenance works shall be undertaken on station lighting, air conditioning systems, plant rooms, switch rooms, power supplies within the station but not the main incoming supply (this will be maintained by the [*insert name of electricity provider*]), electrical equipment (e.g. pumps, hand dryers), heating, water testing, gas supplies and installation.

9 Statutory Electrical Testing

Statutory electrical testing is required every five years and will form part of the M/E responsibility for the station

10 Planned Regular Inspections (handyman visits)

Planned regular visits will take place by the handyman which will include rectification of minor faults which arise around the station and are documented by an appointed Station Facility Owner representative.

11 Yellow and White Lining

Yellow and white lining will be undertaken to all areas on the platforms, car parks and station forecourts annually.

12 Turnstile maintenance

Regular turnstile maintenance to change machines and turnstiles serving the toilets shall be undertaken.

13 Door closures and door locks

Regular inspections of all door closures and door locks will be undertaken as part of the PPM for the common areas within the station.

14 PA and Station clocks

Regular maintenance of all station clocks and the station PA equipment in both common and Toc exclusive areas will be undertaken on a periodic basis.

15 Working near Platform Edges - Green Zone Working

The cleaning of platform edges must only be undertaken in accordance with Group and Line Standards.

Definition of a Green Zone

A green zone is the safest way of working when on or near the line. This is where the site of work is safeguarded by stopping movements on all the lines concerned or separated from the nearest line remaining open by at least 2 metres (or 6 foot 6 inches). A site warden must also be appointed in this case.

ANNEX 12: REVIEW OF INCENTIVES

*[To be completed as necessary (the SFO can assist with wording) or marked
None]*

ANNEX 13: PERFORMANCE AUDIT FORM FOR MAJOR STATIONS

1. STATION ACCESS (ENT. & EXIT), CONCOURSE & BUILDING

No.	Question	Evidence (visual unless indicated otherwise)	Score	Fault Identified
1.1	Are all concourse buildings (shops, booking hall etc) in good decorative order?	Visual		
1.2	Is the station concourse clean & regularly maintained?	Visual, check cleaning & maintenance records		
1.3	Is the station concourse free of obstructions, tripping & other hazards?	Visual, check accident records		
1.4	Are direction signs clear and sensibly located within the station?	Visual		
1.5	Is the station lighting adequate, clean and regularly maintained?	Visual, cleaning & maintenance records		
1.6	Are all the lifts & sliding doors working, clean & regularly maintained?	Visual, evidence of main. contract, evidence of check/audit		
1.7	Do doors operate smoothly and easily?	Test		
1.8	Are windows clean & unbroken	Visual, check audit records, check repair programme		
1.9	Are there clear signs indicating the various platforms and key destinations?	Visual		
1.10	Are the platforms clean, tidy & free of hazards/uneven surfaces?	Visual, Accident records, checks/audits		
1.11	Are the white/yellow lines visible and correctly provided to specification?	Visual, refer to specification		
1.12	Are floor/ground areas unbroken and present a clean, well-maintained appearance?	Visual, check maintenance. programme, check audit records		
1.13	Is there evidence that the painted areas on the station are being maintained on platforms?	Check surfaces are clean, check for evidence of wash down. check maintenance. regime.		
1.14	Is the roof free of leaks, and are rainwater channels, drains, gutters clear & working, and in good state of repair?	Visual, check audit records, check public complaint/accident records, check maintenance. programme.		
1.15	Are staff on the concourse friendly & smartly dressed?	Visual, Customer Survey reports		
1.16	Is there an overall impression of a well-maintained station?	Visual, Maintenance Programme		
1.17	Has track litter been removed?	Visual		
	TOTAL SCORE OUT OF 34			

2. CUSTOMER INFORMATION

No.	Question	Evidence (visual unless indicated otherwise)	Score	Fault Identified
2.1.	Are departure sheets displayed in agreed format, up to date and strategically located?	Visual, Reference to specification		
2.2.	Is a procedure in place to replace departure sheets as required?	Visual		
2.3.	Are the main departure indicators (and any subsidiaries) provided as specified?	Visual, reference to Secondary plan		
2.4.	Is there evidence that the main departure indicators are kept clean, properly maintained and keeps accurate time?	Visual, Evidence of maintenance. contract. Evidence of cleaning system. Evidence of check/fault/time		
2.5.	Is the information displayed on the main departure indicators accurate and in accordance with the agreed specification?	Visual, Reference to specification		
2.6.	Is the information removed from the main departure indicators as specified (e.g. a minute before departure of train)?	Visual, Reference to specification		
2.7.	Is there evidence that the CIS screens are kept clean and properly maintained?	Visual, Evidence of maintenance. contract. Evidence of cleaning system. Evidence of check/audit		
2.8.	Does the CIS break down? $\leq 4 = 0$ $> 4 \text{ or } < 1 = 1$ $\geq 1 = 2$	Check breakdown records		
2.9	Is the information displayed on CIS screens accurate, complete and in accordance with the agreed specification?	Visual Reference to specification		
2.10	Is the information removed from CIS screens as specified (e.g. immediately after departure of train)?	Visual		
2.11	Are recorded and public address announcements clearly audible in nominated parts of station?	Listen, check against contract/secondary plan		
2.12	Are RA/PA announcements made at the correct time, accurate and made in accordance with specification?	Listen X check specification		
2.13	Are delays advised to customers via PA or CIS and reason for the delay given in accordance with specification?	Visual/Listen Check Station Log		
2.14	Are apologies made if delay exceeds five minutes?	Visual/Listen Check Station Log		
2.15	Is the PA/RA system reliable and maintained according to specification?	X reference maintenance. contract to specification?		

No.	Question	Evidence (visual unless indicated otherwise)	Score	Fault Identified
2.16	How often does the PA/RA break down?	Check break down record		
2.17	Is there any contingency plan for disseminating information to customers if PA or CIS systems fail?	Look for written plans Check staff knowledge Inspect records		
2.18	Are emergency notices clear, concise and unambiguous?	Ask for sample Visual check on station		
2.19	Are mobile poster boards and printing facilities ready and available for emergency notices?	Visual check Ensure no hand written notices on display		
2.20	Are emergency or short-term posters unbranded, or only carrying the branding of the affected TOC?	Visual		
2.21	Is information adequately displayed regarding forthcoming service alterations (e.g. engineering work)?	Visual		
2.22	Are staff trained and fully equipped to respond to customer enquiries and offer assistance when required?	Evidence of training Ask questions to see how they respond, Customer survey		
2.23	Do all major station staff (RT & TOC) who interface with customers/members of the public wear full uniform (for easy recognition)?	Visual		
	TOTAL SCORE OUT OF 46			

3. MOBILITY ASSISTANCE

No.	Question	Evidence (visual unless indicated otherwise)	Score	Fault Identified
3.1	Are all staff smartly dressed, friendly and approachable and willing to assist special needs customers?	Visual Customer survey (special needs)		
3.2	Are staff aware and trained to comply with the following: Managed Stations Disabled Persons Protection Policy; ATOC Code of Practice for Disabled Passengers; DfT's Train and Station services for Disabled Passengers.	Speak with staff Check training records		
3.3	Is the available system enabling special needs passengers to arrange booked assistance at the station through specified contact points working, accurate and up to date?	Check existing system - DPRS Speak with special needs customers		
3.4	Is this system reliable and regularly maintained?	Check maintenance records		
3.5	Is there an alternative plan for booking assistance in case of a breakdown with the present system?			
3.6	Is provision made for managing booked assistance at the station from the point of entry/exit, from/to seat on required trains and other arrival/departure services?	Speak with staff Speak with customers		
3.7.	Is support offered to customers who have not pre booked assistance?	Speak with staff Speak with customers		
3.8	Is the DPRS information disseminated regularly and accurately to the respective TOCs and staff?	Check records Speak with respective staff		
3.9	Does the service provider support and liaise effectively with the operators issuing the DPRS?	Speak with the operators and the service provider		
3.10	Is the pre designated meeting point (welcome desk) for customers clean and comfortable?	Visual Speak with customers		
3.11	Are mobility assistance staff highly visible and easily recognised by these customers?	Visual, check uniform Speak with customers		
	TOTAL SCORE OUT OF 22			

4. SECURITY AND SAFETY

No.	Question	Evidence (visual unless indicated otherwise)	Score	Fault Identified
4.1	Is there a station staff presence always on the concourse/platforms?	Visual Customer survey		
4.2	Are staff adequately trained to enable them to respond appropriately to situations?	Check training records Question staff See specified courses required		
4.3	Are staff familiar with facilities in the station and available train services?	Question staff		
4.4	Is there effective liaison between the BTP and staff?			
4.5	Do the station staff patrol the station frequently?			
4.6	Do internal platform phones work?	Test by use		
4.7	Are platforms free from security hazards?	Visual, check accident record		
4.8	Are contractors adequately briefed and working safely? (Protected work sites)	Visual, check work permits and contractors register at reception		
4.9	Are the lifts, escalators & sliding doors working correctly?	Visual, Audit checks, Maintenance records		
4.10	Do customers feel safe and secure?	Customer survey		
	TOTAL SCORE OUT OF 20			

5. STATION FACILITIES

No.	Question	Evidence (visual unless indicated otherwise)	Score	Fault Identified
5.1	Are there signs clearly indicating how to locate the various facilities available to customers (both within & outside the station)? Tickets/Toilets	Visual		
5.2	Are customer contact staff familiar with the facilities on the station and able to advise/direct customers accordingly?	Question staff		
5.3	Are customer contact staff approachable, friendly and smartly dressed?	Visual, Customer survey		
5.4	Is adequate clean seating provided at the nominated locations (where there is train/customer information and clock)?	Visual		
5.5	Are public clocks provided at the nominated positions and do they show the correct time?	Visual		
5.6	Are customer help telephones provided to specifications?	Visual, Refer to specification		
5.7	Are public telephones provided in the nominated quantities and at specified locations?	Visual, Refer to specification		
5.8	Is it evident that the public telephones are in working order and the kiosks clean & tidy?	Visual, Test		
5.9	Are public toilets provided in accordance with specification (hand drying facilities, taps, flushing)?	Visual, Refer to specification		
5.10	Are public toilets cleaned in accordance with specification?	Visual, Refer to specification		
5.11	Are all consumables (i.e. towels, paper towels, soap, toilet paper) available in all the facilities?	Visual		
5.12	Is there a cleaning check system in place, was this seen?	Visual, Check cleaning records		
5.13	Is there evidence of well-maintained ladies toilet?	Visual, Check cleaning records		
5.14	Is there evidence of well-maintained gents toilets?	Visual, Check cleaning records		
5.15	Is there evidence of well-maintained disabled toilet?	Visual, Check cleaning records		
5.16	Is there evidence of well-maintained baby changing rooms?	Visual, Check cleaning records		
5.17	Are all shop facilities within their boundaries?	Visual		

5.18	Are all available vending machines working correctly or signed appropriately?	Visual		
	TOTAL SCORE OUT OF 36			

6. LOST PROPERTY

No.	Question	Evidence (visual unless indicated otherwise)	Score	Fault Identified
6.1	Is it evident that customers do not queue for more than five minutes for lost property service?	Visual		
6.2	Are all lost property enquiries researched?	Speak with staff		
6.3	Are auditable records maintained for items of lost property?	Speak with staff		
6.4	Is the area in good condition and well maintained?	Visual		
6.5	Is the lost property service provided in compliance with the ATOC code of practice, the Station Access Agreements and the National Conditions of Carriage?	Check compliance requirements		
6.6	Are staff aware of the interface between Network Rail and the TOCs lost property systems?	Question staff		
	TOTAL SCORE OUT OF 12			

7	Section	Actual Score	Maximum Possible Score	Baseline Score	Percentage Score
1	Station Access, Egress and building		34		
2	Customer Information		46		
3	Mobility Assistance		22		
4	Security and Safety		20		
5	Station Facilities		36		
6	Lost Property		12		
7	TOTALS		170		

All above questions and scoring to be reviewed against Station by the SFO and amended if required by the SFO

**ANNEX 14 : TEMPLATE CO-OPERATION AGREEMENT BETWEEN
INDUSTRY PARTNERS (NETWORK RAIL AND RELEVANT OPERATORS)**

Co-operation Agreement

between

[] LIMITED
as the Proposer

and

[] LIMITED
as the MCC

relating to

[] Station

Note: this document should only be used in connection with Material Change Proposals made between Railway Industry parties.

CONTENTS

<u>1.</u>	<u>DEFINITIONS AND INTERPRETATION</u>	<u>2</u>
<u>2.</u>	<u>CO-OPERATION</u>	<u>4</u>
<u>3.</u>	<u>FINANCIAL UNDERTAKING</u>	<u>4</u>
<u>4.</u>	<u>PAYMENT OF COMPENSATION BY WAY OF A FIXED SUM</u>	<u>5</u>
<u>5.</u>	<u>NOTICE OF A REQUIRED INTERFERENCE</u>	<u>5</u>
<u>6.</u>	<u>ANTICIPATED MCC COSTS OF REQUIRED INTERFERENCE</u>	<u>6</u>
<u>7.</u>	<u>UNPLANNED MATERIAL INTERFERENCE WITH THE MCC'S BUSINESS</u>	<u>7</u>
<u>8.</u>	<u>PAYMENT OF MCC COSTS</u>	<u>8</u>
<u>9.</u>	<u>REPAYMENT OF OVERPAID MCC COSTS</u>	<u>8</u>
<u>10.</u>	<u>FAILURE TO IMPLEMENT MCP</u>	<u>9</u>
<u>11.</u>	<u>MITIGATION OF ADVERSE IMPACT OF IMPLEMENTATION</u>	<u>9</u>
<u>12.</u>	<u>LIMITATIONS ON THE FINANCIAL UNDERTAKING</u>	<u>10</u>
<u>13.</u>	<u>ALTERNATIVE ACCOMMODATION</u>	<u>11</u>
<u>14.</u>	<u>DISPUTES</u>	<u>12</u>
<u>15.</u>	<u>ASSIGNMENT</u>	<u>12</u>
<u>16.</u>	<u>GENERAL</u>	<u>12</u>
<u>17.</u>	<u>NOTICES</u>	<u>13</u>
<u>18.</u>	<u>VAT</u>	<u>13</u>
<u>19.</u>	<u>COUNTERPARTS</u>	<u>13</u>
<u>20.</u>	<u>THIRD PARTIES</u>	<u>14</u>

THIS AGREEMENT

is dated

and made

BETWEEN:

- (1) [] **LIMITED** (company registration number [] whose registered office is at [] (the "Proposer"); and
- (2) [] **LIMITED** (company registration number [] whose registered office is at [] (the "MCC").

WHEREAS:

- (1) [There is in respect of the Station a Station Access Agreement which incorporates the ISACs made between the Proposer and the MCC (*to be used where one party is the Station Facility Owner and the other party is a User*)] [The Proposer and the MCC are parties to agreements which incorporate the ISACs (*to be used between parties where either of them is a Material Chance Consultee to the MCP i.e. there is no agreement between them, but both separately are parties to an agreement which incorporates the ISACs, so that they are both bound by the ISACs.*)].
- (2) The Proposer has issued the MCP to the MCC and this Agreement concerns the implementation of the MCP.
- (3) The purpose of this Agreement is:
- (i) **co-operation** – to establish appropriate principles concerning the basis upon which the MCC and the Proposer will co-operate with each other throughout the implementation of the MCP in order to minimise any material adverse effect of the MCP upon the MCC's Business; and
 - (ii) **financial undertaking** – to provide a financial undertaking to pay to the MCC the MCC Costs and such part of any increased net costs in respect of the Station for which the MCC is responsible pursuant to the Station Access Agreement as shall be directly attributable to the implementation of the MCP and to set out appropriate procedures to be followed in relation to any claim by the MCC pursuant to the financial undertaking.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and phrases shall have the following meanings unless the contrary intention appears:

"Control Period" means the period between the reviews of Network Rail's funding requirements by the ORR;

“Fixed Sum” has the meaning given that expression in clause 4.1 of this Agreement;

“implementation of the MCP” means the implementation and carrying out of works or other activities within the station change process as outlined by the MCP;

“ISACs” means the Independent Station Access Conditions and Annexes applicable to the Station;

“MCC” means the Material Change Consultee being the second party to this Agreement;

“MCC’s Business” means the business of [running services for the carriage of passengers by railway] [operating the Station and the Network];

“MCC Costs” means the reasonable and direct costs, losses and expenses including but not limited to all costs reasonably incurred by the MCC in evaluating and responding to the MCP (whether or not the MCP is implemented) and any loss of profit or loss of revenue (but not consequential costs, losses or expenses save for loss of profit or loss of revenue) and any net increase in Qualifying Expenditure incurred by the MCC to the extent that the same are directly attributable to the implementation of the MCP but taking into account and netting off against such costs, losses and expenses:

- (a) the benefit (if any) to be obtained or likely to be obtained by the MCC as a consequence of the implementation of the MCP; and
- (b) the ability or likely future ability of the MCC to recoup any costs, losses and expenses from third parties including passengers and customers;

“MCP” means a Material Change Proposal for the Station issued on [];

“Proposer” means the proposer of a Material Change Proposal being the first party to this Agreement;

“Required Interference” has the meaning given that expression in clause 3.1 of this Agreement;

“Required Interference Proposal” has the meaning given that expression in clause 5.1 of this Agreement;

“Savings Suggestion” has the meaning given that expression in clause 11.2 of this Agreement;

“Station” means [] Station;

“Station Access Agreement” means an access agreement dated [] made between the Proposer and the MCC incorporating the ISACs;

“Unplanned Interference” has the meaning given that expression in clause 7.1 of this Agreement.

1.2 In this Agreement the following rules of interpretation shall apply:

- (A) References in the singular shall include the plural and vice versa and words denoting natural persons shall include corporations and any other legal entity and vice versa;
- (B) References to a particular clause or sub-clause shall be references to that clause or sub-clause in this Agreement (except to the extent that the context requires otherwise);
- (C) Reference to this Agreement is a reference to this agreement as amended, supplemented or novated from time to time and includes a reference to any document which amends, is supplemental to, novates, or is entered into, made or given pursuant to it or in accordance with any terms of it;
- (D) Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of it for the time being in force, and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under it, or deriving validity from it;
- (E) Headings are included for convenience only and are to be ignored for the purposes of interpretation; and
- (F) Unless a contrary intention appears, words and expressions defined in the ISACs shall have the same meanings when used in this Agreement.

2. **CO-OPERATION**

- 2.1 The parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights as set out in this Agreement.

3. **FINANCIAL UNDERTAKING**

- 3.1 When undertaking the implementation of the MCP, the Proposer shall use its reasonable endeavours not to prevent, hinder, obstruct, delay or interfere with the MCC's Business except insofar as it cannot reasonably be avoided or, acting reasonably, it is nevertheless necessary to do so in order to implement the MCP (the **“Required Interference”**).
- 3.2 MCC Costs arising by reason of a material adverse impact upon the MCC's Business from the Required Interference or any MCC Costs arising by reason of the impact upon the MCC's Business from the MCP following completion, shall be compensated to the MCC in accordance with clauses 4, 6, 7 or 8, as applicable.
- 3.3 The Proposer of the MCP shall pay emerging costs in accordance with clauses 6, 7 and 8, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum in accordance with clause 4.

- 3.4 To the extent that the net costs of operating the Station are increased as a result of the implementation and completion of the MCP, the Proposer shall compensate the MCC for any increased Qualifying Expenditure (as defined in the ISACs) that the MCC is to be charged under the Station Access Agreement either by reducing the relevant Qualifying Expenditure payable pursuant to the Station Access Agreement or alternatively the Proposer may make a separate payment or payments to the MCC of a sum equivalent to the increase in Qualifying Expenditure, whichever is appropriate.
- 3.5 For the avoidance of doubt, the costs and payments for procuring the works and services in order to carry out the works or activities referred to in the MCP will be paid in accordance with the MCP.

4. **PAYMENT OF COMPENSATION BY WAY OF A FIXED SUM**

- 4.1 If the MCC desires to recover compensation by way of a Fixed Sum, it shall within a reasonable period after the date of this Agreement serve notice on the Proposer identifying the fixed amount of compensation it will accept (the “**Fixed Sum**”) in full and final settlement of all MCC Costs.
- 4.2 Within 40 Business Days following the receipt of any such notice the Proposer shall serve notice on the MCC indicating whether it accepts or rejects such offer and if it fails to serve any such notice it shall be deemed to have rejected such offer.
- 4.3 If the Proposer in its discretion accepts the MCC’s offer (both the form of payment and the amount) in relation to a Fixed Sum, the Proposer shall, subject to clause 4.4, pay the Fixed Sum to the MCC within 20 Business Days from the date of any agreement under clause 4.2 and from the date of such agreement the provisions of clauses 6, 7 and 8 shall cease to apply.
- 4.4 At the request of the Proposer and in circumstances where it would be reasonable to do so having regard to the cashflow implications on the Proposer’s and the MCC’s respective Businesses, the Proposer shall be entitled to pay the Fixed Sum by instalments of such sums and at such intervals as the Proposer and the MCC may agree (on the assumption that, wherever possible, the MCC should be entitled to receive instalments as and when costs are incurred by it) but in default of agreement over the circumstances in which it would be reasonable to pay by instalments, or over the amount or frequency of such instalments, the same may be referred by either party to dispute resolution under clause 14.

5. **NOTICE OF A REQUIRED INTERFERENCE**

- 5.1 Where the Proposer is able to reasonably anticipate that the implementation of the MCP or a phase of the MCP will result in Required Interference then the Proposer shall so far as reasonably possible provide 40 Business Days’ written notice to the MCC of the relevant Required Interference together with:
- (A) a description of the relevant Required Interference and those parts of the MCC’s Business that the Proposer considers are likely to be materially affected by it; and

- (B) such supporting information as is available to the Proposer at that time and which will be reasonably required by the MCC for the purpose of complying with its obligations under clause 6.3 (save that such supporting information does not need to be provided where compensation for MCC Costs is being paid by way of a Fixed Sum under clause 4).

The Proposer shall be permitted to serve further notice(s) together with appropriate supporting information in relation to the relevant Required Interference if and whenever the Proposer reasonably believes there is a change that will impact upon the level of relevant Required Interference and the adverse effect caused to the MCC's Business arising from implementation of the relevant phase of the MCP (the original notice and any such further notice shall each be a **"Required Interference Proposal"**).

6. **ANTICIPATED MCC COSTS OF REQUIRED INTERFERENCE**

- 6.1 This clause 6 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum.
- 6.2 Following receipt of any Required Interference Proposal and any supporting information given pursuant to clause 5.1, the MCC shall within 15 Business Days or within such longer period as the MCC may propose to be reasonably practicable and to which the Proposer may consent (such consent not to be unreasonably withheld or delayed) respond to the Proposer with the information required under clause 6.3 to a degree of completeness and certainty consistent with the level of detail provided at that time by the Proposer, and state clearly any assumptions made in providing that response. Any failure to agree the period for response shall be referred for resolution in accordance with clause 14.
- 6.3 The MCC's response to the Proposer under clause 6.2 shall:
 - (A) confirm whether or not MCC Costs will be directly attributable to the relevant Required Interference Proposal and if so provide the Proposer with reasonable information in support thereof;
 - (B) state the estimated amount of any MCC Costs directly attributable to the relevant Required Interference Proposal and provide the Proposer with reasonable information in support thereof;
 - (C) make any proposal for a mechanism for determining the MCC Costs (or any adjustment thereto) in relation to the relevant Required Interference Proposal;
 - (D) make any proposals for reaching agreement in relation to the terms on which any MCC Costs are to be compensated; and
 - (E) make any proposals for satisfying the mitigation obligation under clause 11 and estimate the costs of performing such obligation.

- 6.4 The Proposer shall be entitled
- (A) to undertake the relevant Required Interference after service of any Required Interference Proposal under clause 5.1 regardless of whether or not the MCC has provided the response under clause 6.3; and/or
 - (B) to submit a Savings Suggestion as outlined at clause 11; and/or
 - (C) either to agree the MCC response in relation to the level and manner of MCC Costs payable in the response issued pursuant to clause 6.3 or refer the MCC response and its contents to dispute resolution in accordance with clause 14.
- 6.5 For the avoidance of doubt, the Proposer shall be entitled to undertake the implementation of the MCP and phases of the same without having identified any Required Interference or having served notices in accordance with clause 5.1 but shall make payment of MCC Costs in accordance with clause 8.

7. **UNPLANNED MATERIAL INTERFERENCE WITH THE MCC'S BUSINESS**

- 7.1 This clause 7 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum, and it applies where as a consequence of the implementation of the MCP there is:
- (A) unanticipated or unplanned interference that results in a prevention, hindrance, obstruction, delay or interference with the MCC's Business at the Station; and/or
 - (B) some Required Interference that has not (for any reason) been the subject of a Required Interference Proposal given by the Proposer in accordance with clause 5.1 above

(each of which circumstances are referred to below as an “**Unplanned Interference**”).

- 7.2 After an Unplanned Interference event, the MCC shall within 30 Business Days or such longer period as the MCC may propose as being reasonably practicable and to which the Proposer may consent (such consent not to be unreasonably withheld or delayed) provide to the Proposer a notice that shall:
- (A) describe the Unplanned Interference to a degree of completeness and certainty as shall be reasonably sufficient to allow the Proposer to investigate the same, including but not limited to the date, time and location of the same and stating clearly any assumptions made in providing that notice. Any failure to agree the period for such notice shall be referred for resolution pursuant to the dispute resolution in accordance with clause 14;
 - (B) confirm the extent to which the MCC Costs have or will arise in relation to the relevant Unplanned Interference and provide the Proposer with reasonable information in support thereof;

- (C) make any proposal for a mechanism for determining the MCC Costs (or any adjustment thereto) as a result of the relevant Unplanned Interference; and
 - (D) provide details of any actions or steps the MCC has taken to satisfy the mitigation obligation under clause 11 and estimate the costs of performing such obligations.
- 7.3 The Proposer shall be entitled either to agree the MCC notice provided in accordance with clause 7.2 in relation to the level and manner of the MCC Costs payable in relation to the Unplanned Interference or refer the same to dispute resolution under clause 14.
8. **PAYMENT OF MCC COSTS**
- 8.1 This clause 8 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum.
- 8.2 The Proposer shall pay any MCC Costs within 20 Business Days of agreement or determination (whether under clause 6.4 or 7.3 in relation to MCC Costs arising from the Required Interference or the Unplanned Interference, or under clause 14 in relation to other MCC Costs) of the level and manner of payment of the MCC Costs (or the relevant instalment of them).
- 8.3 At the request of the MCC and in circumstances where it would be reasonable to do so having regard to the cashflow implications on the MCC's Business, the Proposer shall make payments on account of the MCC Costs payable under clause 8.2 on a without prejudice basis of such sums and at such intervals as the Proposer and the MCC may agree but in default of agreement over the circumstances in which it would be reasonable to make payments on account, or over the amount or frequency of such payments, the same may be referred by either party to dispute resolution under clause 14.
9. **REPAYMENT OF OVERPAID MCC COSTS**
- 9.1 As soon as practicable after the total amount of MCC Costs (the "**Final MCC Costs**") is agreed or determined pursuant to this Agreement the Proposer shall calculate the total of any instalments of MCC Costs and/or of any MCC Costs paid on account (the "**Total MCC Costs Paid**") and if the Total MCC Costs Paid exceeds the Final MCC Costs then the Proposer shall serve notice on the MCC of the overpaid amount (the "**Overpaid MCC Costs**").
- 9.2 The MCC shall be entitled to agree the Overpaid MCC Costs specified in the Proposer's notice, or either party may refer the same to dispute resolution under clause 14.
- 9.3 The MCC shall repay to the Proposer any Overpaid MCC Costs within 20 Business Days of agreement or determination of the amount of such costs under clauses 9.1 and 9.2. If any Overpaid MCC Costs are still outstanding on the day after the date falling 20 Business Days after the notice in clause 9.1 (the "**Interest Commencement Date**"), interest on such outstanding amounts shall accrue at the average of the base lending rates published from

time to time by The Royal Bank of Scotland plc during any relevant period, from the Interest Commencement Date until the date of actual repayment.

- 9.4 Where compensation of MCC Costs is being paid by way of a Fixed Sum, this clause 9 shall only apply where the MCP is only partially implemented or is withdrawn following commencement of implementation.

10. **FAILURE TO IMPLEMENT MCP**

- 10.1 Where a MCP is only partially implemented or is withdrawn following commencement of implementation then the Proposer shall notify the MCC of its intention to discontinue the MCP and its calculation of the amount of MCC Costs consistent with the maximum total amount as specified in the Relevant Undertaking attributable to the partially implemented MCP (the “**Partial MCC Costs Amount**”) (which amount shall not include the loss of benefit (if any) which would or may have resulted from a full implementation of the MCP although to avoid doubt it shall take account of and net off against such costs the benefit (if any) of such partially implemented MCP).

- 10.2 The MCC shall be entitled to agree the Partial MCC Costs Amount specified in the Proposer’s notice, or either party may refer the same to dispute resolution under clause 14.

- 10.3 The Proposer shall pay any Partial MCC Costs Amount (to the extent not already paid under the provisions of this Agreement) within 20 Business Days of agreement or determination under clause 10.2 of the level of the Partial MCC Costs Amount.

- 10.4 If the total amount paid of any instalments of MCC Costs and/or of any MCC Costs paid on account [or of any Fixed Sum or of any instalments of the Fixed Sum] at the date of the Proposer’s notice given under clause 10.1 exceeds the Partial MCC Costs Amount then the provisions of clause 9 shall apply mutatis mutandis to any such overpaid amount.

11. **MITIGATION OF ADVERSE IMPACT OF IMPLEMENTATION**

- 11.1 The MCC is required to take all reasonable steps which are within its power and which are not prohibited by or in breach of any existing Legal Requirement to reduce the extent of the MCC Costs resulting from the implementation of the MCP by the Proposer and without prejudice thereto (without being obliged to incur additional expenditure or loss of revenue unless these are compensated for by the Proposer) take all reasonable steps to mitigate and minimise any adverse impact on the MCC’s Business of the implementation of the MCP and to conduct its business in such manner as responds efficiently to the occurrence of any Required Interference and/or Unplanned Interference.

- 11.2 The Proposer may submit suggestions (each of which is a “**Savings Suggestion**”) to the MCC identifying potential opportunities for making savings in MCC Costs arising from the implementation of the MCP and if the MCC at its discretion accepts the Savings Suggestion then the MCC shall implement the same.

- 11.3 If the MCC accepts and implements the Savings Suggestion then the Proposer shall pay the reasonable and direct losses and expenses of implementation of the Savings Suggestion including loss of profit (but not consequential costs, losses or expenses save for loss of profit) recoverable under this Agreement but the MCC must provide the Proposer with such supporting evidence as it reasonably requires showing the extent of the same.

12. **LIMITATIONS ON THE FINANCIAL UNDERTAKING**

- 21.1 The MCC shall not be entitled to claim or be paid under the terms of this Agreement to the extent that the MCC will be or is entitled to payment of a sum or compensation in respect of the works or activities in the MCP or other associated work under the terms of:

- (A) any Track Access Agreement with [Network Rail] [the MCC]; and/or
- (B) any Network Change under Conditions G and H of the Network Code; and/or
- (C) the Station Access Agreement relating to the Station; and/or
- (D) any lease from [Network Rail] [the MCC] of premises at the Station; and /or
- (E) any other agreement with the Proposer or a third party,

in respect of the same MCC Costs provided always that if only part of an amount payable under this Agreement has been recovered or can be recovered by the MCC under such other agreement, then the remainder of the MCC Costs payable under this Agreement will remain payable to the MCC by the Proposer pursuant to this Agreement.

- 12.2 The Proposer shall have no liability under this Agreement in respect of:

- (A) MCC Costs arising after a period of five years from the date the Station asset(s) identified in the MCP become operational;
- (B) MCC Costs not notified in writing to the Proposer with appropriate supporting information in accordance with the requirements of this Agreement;
- (C) matters that result from Repair, Maintenance and/or renewals activity and works that fall within Part 4 or Part 13 of the ISACs where such activity and works would have been undertaken in any event in accordance with the ISACs regardless of whether such works and activities were contemplated by the MCP;
- (D) works and activities that are outside of the Station Change process contained in the ISACs and/or outside of the MCP[; or]
- (E) [works and activities that the MCC is required to undertake by virtue of the provisions of its franchise agreement [concession agreement] (if any)].

12.3 Notwithstanding the provisions of clause 12.2(A), in circumstances where the implementation of the MCP straddles more than one [franchise term] [Control Period] [concession agreement] and the MCC costs have not been taken into account by the [Secretary of State] [ORR] in the calculations relating to any subsequent [franchise term] [concession agreement] [Control Period] after the one in which the MCP is made, then the Proposer shall continue to pay the MCC Costs arising during the remainder of the time period set out in clause 12.2(A) to the extent such costs have not been taken into account.

13. **ALTERNATIVE ACCOMMODATION**

13.1 The Proposer undertakes not to carry out any works to any Core Facility or any Station Facility agreed or determined under clause 13.2 (the “**Additional Accommodation**”) used by the MCC at the Station which would result in the MCC being unable to use such Core Facility or Additional Accommodation until such time as:

(A) alternative accommodation replacing the relevant Core Facility or Additional Accommodation reasonably adequate for the MCC’s Business having regard to the functionality of its previous accommodation; and

(B) arrangements for and timing of the relocation to the alternative accommodation

have been approved by the MCC, such approval not to be unreasonably withheld or delayed; and

(C) the effective date of termination of the use of the relevant Core Facility or Additional Accommodation accords with the approved relocation arrangements.

13.2 If the MCC identifies any Station Facility:

(A) which is affected by the Proposer’s MCP;

(B) that is reasonably necessary for use in connection with its rail business; and

(C) in respect of which the MCC demonstrates with supporting evidence, in such detail as is reasonably necessary and appropriate, that it cannot be adequately compensated for MCC Costs directly attributable to the implementation of the MCP

then it shall inform the Proposer that alternative accommodation needs to be provided. The Proposer shall be entitled either to agree with the MCC that such accommodation needs to be provided or refer the matter to dispute resolution under clause 14.

13.3 For the avoidance of doubt, in considering whether any alternative accommodation is reasonably adequate there shall be no assumption that it shall be a like for like replacement.

13.4 In the event of any dispute under this clause 13 either party may refer the matter

for dispute resolution under the terms of clause 14.

14. **DISPUTES**

14.1 Disputes arising out of or in connection with this Agreement shall be resolved in accordance with the following escalation process:

(A) within 5 Business Days of notification by either party to the other that it believes there is a dispute and that such dispute should be escalated in accordance with this clause, the appropriate managers of the parties shall discuss the dispute with a view to resolution;

(B) if the parties are unable to resolve the dispute in accordance with paragraph (A), the dispute shall be escalated within a further 5 Business Days to the parties' appropriate senior managers for resolution;

(C) if the dispute is not resolved pursuant to paragraphs (A) and (B) then the dispute shall be resolved in accordance with the Access Dispute Resolution Rules in force at the relevant time.

14.2 Nothing in clause 14.1 shall prevent either party at any time from referring a dispute arising out of or in connection with this Agreement directly (whether or not the dispute has been escalated in accordance with clause 14.1) for determination in accordance with the Access Dispute Resolution Rules in force at the relevant time.

15. **ASSIGNMENT**

15.1 This Agreement is personal to the parties and neither the Proposer nor the MCC shall assign all or any part of the benefit of or its rights or benefits under this Agreement.

16. **GENERAL**

16.1 This Agreement shall not create or be taken to evidence any partnership, joint venture or agency between the parties. Neither party is hereby authorised to act as agent of the other, without the other party's prior written consent.

16.2 No indulgence granted by either party shall constitute or be construed as a waiver of the other party's strict rights under this Agreement.

16.3 If any provision of this Agreement is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

16.4 This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.

16.5 Each party admits that it has not entered into this Agreement in reliance upon any representation or promise of the other party.

16.6 No variation of any of the terms of this Agreement shall be effective unless it is in writing and signed on behalf of each of the parties.

17. **NOTICES**

17.1 Any notice or other document to be given or served under this Agreement shall be in writing and sent by e-mail to such dedicated e-mail address as each of the relevant parties shall have notified in writing to the party serving the notice or delivered to or sent by first class post or facsimile to the other party to be served at its registered office.

17.2 Any such notice or document shall be deemed to have been served:

- (A) If sent by e-mail, at the time it leaves the electronic gateway of the sender;
- (B) if delivered, at the time of delivery;
- (C) if sent by facsimile, upon receipt of the appropriate confirmation report; or
- (D) if posted by pre-paid first class post, on the second Business Day following that on which the envelope containing the same was posted.

Provided that, for the purposes of Clauses 17.2(A), 0 and 0 where the notice is delivered or transmitted outside the hours of 9 a.m. to 5 p.m. on a Business Day, or at any time on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next Business Day.

18. **VAT**

18.1 If and to the extent that the fulfilment by either party of an obligation on its part contained or referred to in this Agreement shall constitute or shall at any time be found to constitute a supply of goods or a supply of services for the purposes of the Value Added Tax Act 1994 and/or that VAT is chargeable in respect of any supply made pursuant to this Agreement then the party in receipt of such supply shall pay to the supplier thereof the amount of such VAT payable in connection therewith upon receipt of a valid VAT invoice or invoices giving the requisite details of the taxable supplies.

18.2 Where either party agrees to pay the other an amount of money pursuant to this Agreement such amount shall be regarded as being exclusive of VAT and such agreement shall be construed as requiring the additional payment by the payer to the payee of any VAT properly chargeable in respect of the relevant supply made or to be made by the payee to the payer upon receipt of a valid VAT invoice.

19. **COUNTERPARTS**

19.1 This Agreement may be executed in counterparts, each of which will constitute one and the same document.

20. **THIRD PARTIES**

20.1 This Agreement gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of [] **LIMITED**

.....
(Signature of named signatory)

Signed by

for and on behalf of [] **LIMITED**

.....
(Signature of named signatory)

**ANNEX 15 : TEMPLATE CO-OPERATION AGREEMENT WHERE
PROPOSER IS A STATION INVESTOR AND MATERIAL CHANGE
CONSULTEE IS NETWORK RAIL OR A RELEVANT OPERATOR**

Co-operation Agreement

between

[] LIMITED

as the Proposer

and

[] LIMITED

as the MCC

relating to

[] Station

Note: this document should only be used in connection with Material Change Proposals made by Station Investors at Managed Stations.

CONTENTS

<u>1.</u>	<u>DEFINITIONS AND INTERPRETATION</u>	<u>2</u>
<u>2.</u>	<u>PARTICIPATION</u>	<u>4</u>
<u>3.</u>	<u>LIMITATION</u>	<u>4</u>
<u>4.</u>	<u>CO-OPERATION</u>	<u>5</u>
<u>5.</u>	<u>FINANCIAL UNDERTAKING</u>	<u>5</u>
<u>6.</u>	<u>PAYMENT OF COMPENSATION BY WAY OF A FIXED SUM</u>	<u>5</u>
<u>7.</u>	<u>NOTICE OF A REQUIRED INTERFERENCE</u>	<u>6</u>
<u>8.</u>	<u>ANTICIPATED MCC COSTS OF REQUIRED INTERFERENCE</u>	<u>6</u>
<u>9.</u>	<u>UNPLANNED MATERIAL INTERFERENCE WITH THE MCC'S BUSINESS</u>	<u>8</u>
<u>10.</u>	<u>PAYMENT OF MCC COSTS</u>	<u>8</u>
<u>11.</u>	<u>REPAYMENT OF OVERPAID MCC COSTS</u>	<u>9</u>
<u>12.</u>	<u>FAILURE TO IMPLEMENT MCP</u>	<u>9</u>
<u>13.</u>	<u>MITIGATION OF ADVERSE IMPACT OF IMPLEMENTATION</u>	<u>10</u>
<u>14.</u>	<u>LIMITATIONS ON THE FINANCIAL UNDERTAKING</u>	<u>10</u>
<u>15.</u>	<u>ALTERNATIVE ACCOMMODATION</u>	<u>11</u>
<u>16.</u>	<u>DISPUTES</u>	<u>12</u>
<u>17.</u>	<u>ASSIGNMENT</u>	<u>13</u>
<u>18.</u>	<u>GENERAL</u>	<u>13</u>
<u>19.</u>	<u>NOTICES</u>	<u>13</u>
<u>20.</u>	<u>VAT</u>	<u>14</u>
<u>21.</u>	<u>COUNTERPARTS</u>	<u>14</u>
<u>22.</u>	<u>THIRD PARTIES</u>	<u>14</u>

THIS AGREEMENT

is dated

and made

BETWEEN:

(1) [] **LIMITED** (company registration number []) whose registered office is at [] (the "Proposer"); and

(2) [] **LIMITED** (company registration number []) whose registered office is at [] (the "MCC").

WHEREAS:

- (1) The Proposer has issued the MCP to the MCC and this Agreement concerns the implementation of the MCP.
- (2) Network Rail and each of the Relevant Operators wish the Proposer to be bound by the provisions of Part 3 of the Station Access Conditions in respect of the MCP and the Proposer has agreed to be bound by those provisions.
- (3) The purpose of this Agreement is:
 - (i) **co-operation** – to establish appropriate principles concerning the basis upon which the MCC and the Proposer will co-operate with each other throughout the implementation of the MCP in order to minimise any material adverse effect of the MCP upon the MCC's Business; and
 - (ii) **financial undertaking** – to provide a financial undertaking to pay to the MCC the MCC Costs and such part of any increased net costs in respect of the Station for which the MCC is responsible pursuant to the Station Access Agreement as shall be directly attributable to the implementation of the MCP and to set out appropriate procedures to be followed in relation to any claim by the MCC pursuant to the financial undertaking.

IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words and phrases shall have the following meanings unless the contrary intention appears:

"APA" means an Asset Protection Agreement (as that expression is defined in the ISACs) entered into between (1) Network Rail and (2) the Proposer before, on or after the date of this Agreement in relation to the carrying out of the works or other activities [as] [including those] outlined by the MCP;

“Control Period” means the period between the reviews of Network Rail’s funding requirements by the ORR;

“Fixed Sum” has the meaning given that expression in clause 6.1 of this Agreement;

“implementation of the MCP” means the implementation and carrying out of works or other activities within the station change process as outlined by the MCP;

“ISACs” means the Network Rail Independent Station Access Conditions and Annexes applicable to the Station;

“MCC” means the Material Change Consultee being the second party to this Agreement;

“MCC’s Business” means the business of [running services for the carriage of passengers by railway] [operating the Station and the Network];

“MCC Costs” means the reasonable and direct costs, losses and expenses including but not limited to all costs reasonably incurred by the MCC in evaluating and responding to the MCP (whether or not the MCP is implemented) and any loss of profit or loss of revenue (but not consequential costs, losses or expenses save for loss of profit or loss of revenue) and any net increase in Qualifying Expenditure incurred by the MCC to the extent that the same are directly attributable to the implementation of the MCP but taking into account and netting off against such costs, losses and expenses:

- (A) the benefit (if any) to be obtained or likely to be obtained by the MCC as a consequence of the implementation of the MCP; and
- (B) the ability or likely future ability of the MCC to recoup any costs, losses and expenses from third parties including passengers and customers;

“MCP” means a Material Change Proposal for the Station issued on [];

“Property Agreement” means an agreement dated [] made between [Network Rail] [the MCC] and the Proposer [giving the Proposer access and other rights over or in respect of the Station in connection with the implementation of the MCP;]

“Proposer” means the proposer of a Material Change Proposal being the first party to this Agreement;

“Required Interference” has the meaning given that expression in clause 5.1 of this Agreement;

“Required Interference Proposal” has the meaning given that expression in clause 7.1 of this Agreement;

“Savings Suggestion” has the meaning given that expression in clause 13.2 of this Agreement;

“Station” means [] Station;

“Station Access Agreement” means an access agreement dated [] made between [Network Rail and the MCC] [the MCC and []] incorporating the ISACs;

“Unplanned Interference” has the meaning given that expression in clause 9.1 of this Agreement.

1.2 In this Agreement the following rules of interpretation shall apply:

- (A) References in the singular shall include the plural and vice versa and words denoting natural persons shall include corporations and any other legal entity and vice versa;
- (B) References to a particular clause or sub-clause shall be references to that clause or sub-clause in this Agreement (except to the extent that the context requires otherwise);
- (C) Reference to this Agreement is a reference to this agreement as amended, supplemented or novated from time to time and includes a reference to any document which amends, is supplemental to, novates, or is entered into, made or given pursuant to it or in accordance with any terms of it;
- (D) Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of it for the time being in force, and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under it, or deriving validity from it;
- (E) Headings are included for convenience only and are to be ignored for the purposes of interpretation; and
- (F) Unless a contrary intention appears, words and expressions defined in the ISACs shall have the same meanings when used in this Agreement.

2. **PARTICIPATION**

2.1 In all matters relating to or arising from the MCP, the Proposer shall comply with and be liable under the provisions of Part 3 of the ISACs as if it was a Relevant Operator.

3. **LIMITATION**

3.1 The Proposer shall not acquire under this Agreement:

- (A) any rights or liabilities in connection with any other MCP; or
- (B) any rights or liabilities from or to Network Rail or from or to any Relevant Operator in connection with the MCP other than as set out in this Agreement or in Part 3 of the ISACs.

- 3.2 The rights and liabilities set out in this Agreement shall be without prejudice to the rights and liabilities set out in the [APA,] [Property Agreement] or in any other agreement relating to the implementation of the works or the acquisition of rights over or in respect of the Station made between the Proposer and Network Rail to the extent that the rights and liabilities set out in the [APA,] [the Property Agreement] or in any other agreement relating to the implementation of the works or the acquisition of rights over or in respect of the Station do not conflict with the rights and liabilities set out in this Agreement or in Part 3 of the ISACs.

4. **CO-OPERATION**

- 4.1 The parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights as set out in this Agreement.

5. **FINANCIAL UNDERTAKING**

- 5.1 When undertaking the implementation of the MCP, the Proposer shall use its reasonable endeavours not to prevent, hinder, obstruct, delay or interfere with the MCC's Business except insofar as it cannot reasonably be avoided or, acting reasonably, it is nevertheless necessary to do so in order to implement the MCP (the "**Required Interference**").
- 5.2 MCC Costs arising by reason of a material adverse impact upon the MCC's Business from the Required Interference, or any MCC Costs arising by reason of the impact upon the MCC's Business from the MCP following completion, shall be compensated to the MCC in accordance with clauses 6, 8, 9 or 10, as applicable.
- 5.3 The Proposer of the MCP shall pay emerging costs in accordance with clauses 8, 9 and 10, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum in accordance with clause 6.
- 5.4 To the extent that the net costs of operating the Station are increased as a result of the implementation and completion of the MCP, the Proposer shall compensate the MCC for any increased Qualifying Expenditure (as defined in the ISACs) that the MCC is to be charged under the Station Access Agreement either by reducing the relevant Qualifying Expenditure payable pursuant to the Station Access Agreement or alternatively the Proposer may make a separate payment or payments to the MCC of a sum equivalent to the increase in Qualifying Expenditure, whichever is appropriate.
- 5.5 For the avoidance of doubt, the costs and payments for procuring the works and services in order to carry out the works or activities referred to in the MCP will be paid in accordance with the MCP.

6. **PAYMENT OF COMPENSATION BY WAY OF A FIXED SUM**

- 6.1 If the MCC desires to recover compensation by way of a Fixed Sum, it shall within a reasonable period after the date of this Agreement serve notice on the Proposer identifying the fixed amount of compensation it will accept (the "**Fixed Sum**") in full and final settlement of all MCC Costs.

- 6.2 Within 40 Business Days following the receipt of any such notice the Proposer shall serve notice on the MCC indicating whether it accepts or rejects such offer and if it fails to serve any such notice it shall be deemed to have rejected such offer.
- 6.3 If the Proposer in its discretion accepts the MCC's offer (both the form of payment and the amount) in relation to a Fixed Sum, the Proposer shall, subject to clause 6.4, pay the Fixed Sum to the MCC within 20 Business Days from the date of any agreement under clause 6.2 and from the date of such agreement the provisions of clauses 8, 9 and 10 shall cease to apply.
- 6.4 At the request of the Proposer and in circumstances where it would be reasonable to do so having regard to the cashflow implications on the Proposer's and the MCC's respective Businesses, the Proposer shall be entitled to pay the Fixed Sum by instalments of such sums and at such intervals as the Proposer and the MCC may agree (on the assumption that, wherever possible, the MCC should be entitled to receive instalments as and when costs are incurred by it) but in default of agreement over the circumstances in which it would be reasonable to pay by instalments, or over the amount or frequency of such instalments, the same may be referred by either party to dispute resolution under clause 16.

7. **NOTICE OF A REQUIRED INTERFERENCE**

- 7.1 Where the Proposer is able to reasonably anticipate that the implementation of the MCP or a phase of the MCP will result in Required Interference then the Proposer shall so far as reasonably possible provide 40 Business Days' written notice to the MCC of the relevant Required Interference together with:
- (A) a description of the relevant Required Interference and those parts of the MCC's Business that the Proposer considers are likely to be materially affected by it; and
 - (B) such supporting information as is available to the Proposer at that time and which will be reasonably required by the MCC for the purpose of complying with its obligations under clause 8.3 (save that such supporting information does not need to be provided where compensation for MCC Costs is being paid by way of a Fixed Sum under clause 6).

The Proposer shall be permitted to serve further notice(s) together with appropriate supporting information in relation to the relevant Required Interference if and whenever the Proposer reasonably believes there is a change that will impact upon the level of relevant Required Interference and the adverse effect caused to the MCC's Business arising from implementation of the relevant phase of the MCP (the original notice and any such further notice shall each be a "Required Interference Proposal").

8. **ANTICIPATED MCC COSTS OF REQUIRED INTERFERENCE**

- 8.1 This clause 8 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum.

- 8.2 Following receipt of any Required Interference Proposal and any supporting information given pursuant to clause 7.1, the MCC shall within 15 Business Days or within such longer period as the MCC may propose to be reasonably practicable and to which the Proposer may consent (such consent not to be unreasonably withheld or delayed) respond to the Proposer with the information required under clause 8.3 to a degree of completeness and certainty consistent with the level of detail provided at that time by the Proposer, and state clearly any assumptions made in providing that response. Any failure to agree the period for response shall be referred for resolution in accordance with clause 16.
- 8.3 The MCC's response to the Proposer under clause 8.2 shall:
- (A) confirm whether or not MCC Costs will be directly attributable to the relevant Required Interference Proposal and if so provide the Proposer with reasonable information in support thereof;
 - (B) state the estimated amount of any MCC Costs directly attributable to the relevant Required Interference Proposal and provide the Proposer with reasonable information in support thereof;
 - (C) make any proposal for a mechanism for determining the MCC Costs (or any adjustment thereto) in relation to the relevant Required Interference Proposal;
 - (D) make any proposals for reaching agreement in relation to the terms on which any MCC Costs are to be compensated; and
 - (E) make any proposals for satisfying the mitigation obligation under clause 13 and estimate the costs of performing such obligation.
- 8.4 The Proposer shall be entitled
- (A) to undertake the relevant Required Interference after service of any Required Interference Proposal under clause 7.1 regardless of whether or not the MCC has provided the response under clause 8.3; and/or
 - (B) to submit a Savings Suggestion as outlined at clause 13; and/or
 - (C) either to agree the MCC response in relation to the level and manner of MCC Costs payable in the response issued pursuant to clause 8.3 or refer the MCC response and its contents to dispute resolution in accordance with clause 16.
- 8.5 For the avoidance of doubt, the Proposer shall be entitled to undertake the implementation of the MCP and phases of the same without having identified any Required Interference or having served notices in accordance with clause 7.1 but shall make payment of MCC Costs in accordance with clause 10.

9. **UNPLANNED MATERIAL INTERFERENCE WITH THE MCC'S BUSINESS**

9.1 This clause 9 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum, and it applies where as a consequence of the implementation of the MCP there is:

- (A) unanticipated or unplanned interference that results in a prevention, hindrance, obstruction, delay or interference with the MCC's Business; and/or
- (B) some Required Interference that has not (for any reason) been the subject of a Required Interference Proposal given by the Proposer in accordance with clause 7.1 above

(each of which circumstances are referred to below as an "**Unplanned Interference**").

9.2 After an Unplanned Interference event, the MCC shall within 30 Business Days or such longer period as the MCC may propose as being reasonably practicable and to which the Proposer may consent (such consent not to be unreasonably withheld or delayed) provide to the Proposer a notice that shall:

- (A) describe the Unplanned Interference to a degree of completeness and certainty as shall be reasonably sufficient to allow the Proposer to investigate the same, including but not limited to the date, time and location of the same and stating clearly any assumptions made in providing that notice. Any failure to agree the period for such notice shall be referred for resolution pursuant to the dispute resolution in accordance with clause 16;
- (B) confirm the extent to which the MCC Costs have or will arise in relation to the relevant Unplanned Interference and provide the Proposer with reasonable information in support thereof;
- (C) make any proposal for a mechanism for determining the MCC Costs (or any adjustment thereto) as a result of the relevant Unplanned Interference; and
- (D) provide details of any actions or steps the MCC has taken to satisfy the mitigation obligation under clause 13 and estimate the costs of performing such obligations.

9.3 The Proposer shall be entitled either to agree the MCC notice provided in accordance with clause 9.2 in relation to the level and manner of the MCC Costs payable in relation to the Unplanned Interference or refer the same to dispute resolution under clause 16.

10. **PAYMENT OF MCC COSTS**

10.1 This clause 10 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum.

10.2 The Proposer shall pay any MCC Costs within 20 Business Days of agreement or determination (whether under clause 8.4 or 9.3 in relation to

MCC Costs arising from the Required Interference or the Unplanned Interference, or under clause 16 in relation to other MCC Costs) of the level and manner of payment of the MCC Costs (or the relevant instalment of them).

- 10.3 At the request of the MCC and in circumstances where it would be reasonable to do so having regard to the cashflow implications on the MCC's Business, the Proposer shall make payments on account of the MCC Costs payable under clause 10.2 on a without prejudice basis of such sums and at such intervals as the Proposer and the MCC may agree but in default of agreement over the circumstances in which it would be reasonable to make payments on account, or over the amount or frequency of such payments, the same may be referred by either party to dispute resolution under clause 16.

11. **REPAYMENT OF OVERPAID MCC COSTS**

- 11.1 As soon as practicable after the total amount of MCC Costs (the "Final MCC Costs") is agreed or determined pursuant to this Agreement the Proposer shall calculate the total of any instalments of MCC Costs and/or of any MCC Costs paid on account (the "Total MCC Costs Paid") and if the Total MCC Costs Paid exceeds the Final MCC Costs then the Proposer shall serve notice on the MCC of the overpaid amount (the "Overpaid MCC Costs").
- 11.2 The MCC shall be entitled to agree the Overpaid MCC Costs specified in the Proposer's notice, or either party may refer the same to dispute resolution under clause 16.
- 11.3 The MCC shall repay to the Proposer any Overpaid MCC Costs within 20 Business Days of agreement or determination of the amount of such costs under clauses 11.1 and 11.2. If any Overpaid MCC Costs are still outstanding on the day after the date falling 20 Business Days after the notice in clause 11.1 (the "**Interest Commencement Date**"), interest on such outstanding amounts shall accrue at the average of the base lending rates published from time to time by The Royal Bank of Scotland plc during any relevant period, from the Interest Commencement Date until the date of actual repayment.
- 11.4 Where compensation of MCC Costs is being paid by way of a Fixed Sum, this clause 11 shall only apply where the MCP is only partially implemented or is withdrawn following commencement of implementation.

12. **FAILURE TO IMPLEMENT MCP**

- 12.1 Where a MCP is only partially implemented or is withdrawn following commencement of implementation then the Proposer shall notify the MCC of its intention to discontinue the MCP and its calculation of the amount of MCC Costs consistent with the maximum total amount as specified in the Relevant Undertaking attributable to the partially implemented MCP (the "Partial MCC Costs Amount") (which amount shall not include the loss of benefit (if any) which would or may have resulted from a full implementation of the MCP although to avoid doubt it shall take account of and net off against such costs the benefit (if any) of such partially implemented MCP).

- 12.2 The MCC shall be entitled to agree the Partial MCC Costs Amount specified in the Proposer's notice, or either party may refer the same to dispute resolution under clause 16.
- 12.3 The Proposer shall pay any Partial MCC Costs Amount (to the extent not already paid under the provisions of this Agreement) within 20 Business Days of agreement or determination under clause 12.2 of the level of the Partial MCC Costs Amount.
- 12.4 If the total amount paid of any instalments of MCC Costs and/or of any MCC Costs paid on account [or of any Fixed Sum or of any instalments of the Fixed Sum] at the date of the Proposer's notice given under clause 12.1 exceeds the Partial MCC Costs Amount then the provisions of clause 11 shall apply mutatis mutandis to any such overpaid amount.

13. **MITIGATION OF ADVERSE IMPACT OF IMPLEMENTATION**

- 13.1 The MCC is required to take all reasonable steps which are within its power and which are not prohibited by or in breach of any existing Legal Requirement to reduce the extent of the MCC Costs resulting from the implementation of the MCP by the Proposer and without prejudice thereto (without being obliged to incur additional expenditure or loss of revenue unless these are compensated for by the Proposer) take all reasonable steps to mitigate and minimise any adverse impact on the MCC's Business of the implementation of the MCP and to conduct its business in such manner as responds efficiently to the occurrence of any Required Interference and/or Unplanned Interference.
- 13.2 The Proposer may submit suggestions (each of which is a "**Savings Suggestion**") to the MCC identifying potential opportunities for making savings in MCC Costs arising from the implementation of the MCP and if the MCC at its discretion accepts the Savings Suggestion then the MCC shall implement the same.
- 13.3 If the MCC accepts and implements the Savings Suggestion then the Proposer shall pay the reasonable and direct losses and expenses of implementation of the Savings Suggestion including loss of profit (but not consequential costs, losses or expenses save for loss of profit) recoverable under this Agreement but the MCC must provide the Proposer with such supporting evidence as it reasonably requires showing the extent of the same.

14. **LIMITATIONS ON THE FINANCIAL UNDERTAKING**

- 14.1 The MCC shall not be entitled to claim or be paid under the terms of this Agreement to the extent that the MCC will be or is entitled to payment of a sum or compensation in respect of the works or activities in the MCP or other associated work under the terms of:
- (A) any Track Access Agreement with [Network Rail] [the MCC]; and/or
 - (B) any Network Change under Conditions G and H of the Network Code; and/or
 - (C) the Station Access Agreement relating to the Station; and/or

- (D) any lease from [Network Rail] [the MCC] of premises at the Station; and /or
- (E) [the APA; and/or]
- (F) [the Property Agreement; and/or]
- (G) any other agreement with the Proposer or a third party,

in respect of the same MCC Costs provided always that if only part of an amount payable under this Agreement has been recovered or can be recovered by the MCC under such other agreement, then the remainder of the MCC Costs payable under this Agreement will remain payable to the MCC by the Proposer pursuant to this Agreement.

14.2 The Proposer shall have no liability under this Agreement in respect of:

- (A) MCC Costs arising after a period of five years from the date the Station asset(s) identified in the MCP become operational;
- (B) MCC Costs not notified in writing to the Proposer with appropriate supporting information in accordance with the requirements of this Agreement;
- (C) matters that result from Repair, Maintenance and/or renewals activity and works that fall within Part 4 or Part 13 of the ISACs where such activity and works would have been undertaken in any event in accordance with the ISACs regardless of whether such works and activities were contemplated by the MCP;
- (D) works and activities that are outside of the Station Change process contained in the ISACs and/or outside of the MCP[; or]
- (E) [works and activities that the MCC is required to undertake by virtue of the provisions of its franchise agreement [concession agreement] (if any)].

14.3 Notwithstanding the provisions of clause 14.2(A), in circumstances where the implementation of the MCP straddles more than one [franchise term] [Control Period] [concession agreement] and the MCC costs have not been taken into account by the [Secretary of State] [ORR] in the calculations relating to any subsequent [franchise term] [concession agreement] [Control Period] after the one in which the MCP is made, then the Proposer shall continue to pay the MCC Costs arising during the remainder of the time period set out in clause 14.2(A) to the extent such costs have not been taken into account.

15. **ALTERNATIVE ACCOMMODATION**

15.1 The Proposer undertakes not to carry out any works to any Core Facility or any Station Facility agreed or determined under clause 15.2 (the “**Additional Accommodation**”) used by the MCC at the Station which would result in the MCC being unable to use such Core Facility or Additional Accommodation until such time as:

- (A) alternative accommodation replacing the relevant Core Facility or Additional Accommodation reasonably adequate for the MCC's Business having regard to the functionality of its previous accommodation; and
- (B) arrangements for and timing of the relocation to the alternative accommodation

have been approved by the MCC, such approval not to be unreasonably withheld or delayed; and

- (C) the effective date of termination of the use of the relevant Core Facility or Additional Accommodation accords with the approved relocation arrangements.

15.2 If the MCC identifies any Station Facility:

- (A) which is affected by the Proposer's MCP;
- (B) that is reasonably necessary for use in connection with its rail business; and
- (C) in respect of which the MCC demonstrates with supporting evidence, in such detail as is reasonably necessary and appropriate, that it cannot be adequately compensated for MCC Costs directly attributable to the implementation of the MCP

then it shall inform the Proposer that alternative accommodation needs to be provided. The Proposer shall be entitled either to agree with the MCC that such accommodation needs to be provided or refer the matter to dispute resolution under clause 16.

15.3 For the avoidance of doubt, in considering whether any alternative accommodation is reasonably adequate there shall be no assumption that it shall be a like for like replacement.

15.4 In the event of any dispute under this clause 15 either party may refer the matter for dispute resolution under the terms of clause 16.

16. **DISPUTES**

16.1 Disputes arising out of or in connection with this Agreement shall be resolved in accordance with the following escalation process:

- (A) within 5 Business Days of notification by either party to the other that it believes there is a dispute and that such dispute should be escalated in accordance with this clause, the appropriate managers of the parties shall discuss the dispute with a view to resolution;
- (B) if the parties are unable to resolve the dispute in accordance with paragraph (A), the dispute shall be escalated within a further 5 Business Days to the parties' appropriate senior managers for resolution;

(C) if the dispute is not resolved pursuant to paragraphs (A) and (B) then the dispute shall be resolved in accordance with the Access Dispute Resolution Rules in force at the relevant time.

16.2 Nothing in clause 16.1 shall prevent either party at any time from referring a dispute arising out of or in connection with this Agreement directly (whether or not the dispute has been escalated in accordance with clause 16.1) for determination in accordance with the Access Dispute Resolution Rules in force at the relevant time.

17. **ASSIGNMENT**

17.1 This Agreement is personal to the parties and neither the Proposer nor the MCC shall assign all or any part of the benefit of or its rights or benefits under this Agreement.

18. **GENERAL**

18.1 This Agreement shall not create or be taken to evidence any partnership, joint venture or agency between the parties. Neither party is hereby authorised to act as agent of the other, without the other party's prior written consent.

18.2 No indulgence granted by either party shall constitute or be construed as a waiver of the other party's strict rights under this Agreement.

18.3 If any provision of this Agreement is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

18.4 This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.

18.5 Each party admits that it has not entered into this Agreement in reliance upon any representation or promise of the other party.

18.6 No variation of any of the terms of this Agreement shall be effective unless it is in writing and signed on behalf of each of the parties.

19. **NOTICES**

19.1 Any notice or other document to be given or served under this Agreement shall be in writing and sent by e-mail to such dedicated e-mail address as each of the relevant parties shall have notified in writing to the party serving the notice or delivered to or sent by first class post or facsimile to the other party to be served at its registered office.

19.2 Any such notice or document shall be deemed to have been served:

(A) If sent by e-mail, at the time it leaves the e-mail gateway of the sender;

(B) if delivered, at the time of delivery;

- (C) if sent by facsimile, upon receipt of the appropriate confirmation report;
or
- (D) if posted by pre-paid first class post, on the second Business Day following that on which the envelope containing the same was posted.

Provided that, for the purposes of clauses 19.2(A), 19.2(B) and 19.2(C) where the notice is delivered or transmitted outside the hours of 9 a.m. to 5 p.m. on a Business Day, or at any time on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next Business Day.

20. **VAT**

- 20.1 If and to the extent that the fulfilment by either party of an obligation on its part contained or referred to in this Agreement shall constitute or shall at any time be found to constitute a supply of goods or a supply of services for the purposes of the Value Added Tax Act 1994 and/or that VAT is chargeable in respect of any supply made pursuant to this Agreement then the party in receipt of such supply shall pay to the supplier thereof the amount of such VAT payable in connection therewith upon receipt of a valid VAT invoice or invoices giving the requisite details of the taxable supplies.
- 20.2 Where either party agrees to pay the other an amount of money pursuant to this Agreement such amount shall be regarded as being exclusive of VAT and such agreement shall be construed as requiring the additional payment by the payer to the payee of any VAT properly chargeable in respect of the relevant supply made or to be made by the payee to the payer upon receipt of a valid VAT invoice.

21. **COUNTERPARTS**

- 21.1 This Agreement may be executed in counterparts, each of which will constitute one and the same document.

22. **THIRD PARTIES**

- 22.1 This Agreement gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of [

] **LIMITED**

.....
(Signature of named signatory)

Signed by

for and on behalf of [

] **LIMITED**

.....
(Signature of named signatory)

ANNEX 16 : TEMPLATE STATION INVESTOR PARTICIPATION DEED

Annex 16

Template Station Investor Participation Deed

Part 1: Template Station Investor Participation Deed (England & Wales)

This DEED is dated _____ and is made by

- (1) **[STATION INVESTOR]** (the “**Station Investor**”) in favour of
- (2) each other person having rights or obligations in relation to the making of Material Changes under the Station Access Conditions (the “**Conditions**”) relating to **[insert details of Station]** (the “**Material Change Consultees**”).

WHEREAS:

- (A) The Station Investor has made a Material Change Proposal in respect of the Station dated _____, to which this Deed is attached (the “**Specified Proposal**”);
- (B) The Material Change Consultees wish the Station Investor to be bound by the provisions of Part 3 of the Conditions in respect of the Specified Proposal.

NOW THIS DEED WITNESSES:

1 DEFINITIONS

Unless the context requires otherwise, words and phrases defined in Part 1 of the Conditions shall have the same meanings in this Deed.

2 PARTICIPATION

In all matters relating to or arising from the Specified Proposal, the Station Investor shall comply with, and be liable under, the provisions of Part 3 of the Conditions as if it was a User as set out in Part 1 of the Conditions.

3 LIMITATION

The Station Investor shall not acquire under this Deed:

- (a) any liability in connection with any other Material Change Proposal; or

(b) except as provided in Clause 4.2, any other liability to any Material Change Consultee in connection with the Specified Proposal.

4 GOVERNING LAW AND DISPUTE RESOLUTION

4.1 Governing law

This Deed shall be governed by and construed in accordance with the laws of England and Wales.

4.2 Dispute resolution

Any dispute which may arise out of, or in connection with, this Deed shall be referred for resolution under the Dispute Resolution Procedure, and for these purposes, the Station Investor shall have the same rights and obligations as any other relevant party under the Dispute Resolution Procedure.

5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

5.1 Subject to Clause 5.2, no term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

5.2 ORR shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce directly such rights as have been granted to it under Part 3 of the Conditions.

EXECUTED as a DEED by)

[STATION INVESTOR])

in the presence of:)