**DOCUMENT NAME**: DEPOT ACCESS ANNEXES

**DRAFT**: July 2023

**AUTHOR'S INITIALS**: TC

**DOCUMENT COMMENT**: DEPOT ACCESS ANNEXES

[ORR reference]

**DECEMBER STANDARD**

 TEMPLATE

 (Draft dated [ ] 2023)

DATED                              202[ ]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **[ ]**

# **DEPOT ACCESS ANNEXES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **ANNEX 1**

 **GENERAL INFORMATION**

1. **Depot**

Depot name:

Address/location:

County or London Borough:

The Depot is shown edged in blue on the Plan and includes the boundary walls, fences and gates belonging to the Depot (whether or not identified by lettering on the Plan).

The following features (where marked "YES") are included in, or excluded from, the Depot and in each case are denoted on the Plan by the colour marking or lettering indicated below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Colour** |  | **Included on Plan** |  | **Treatment** |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yellow |  | YES/NO |  | Represents subway outside blue edging but included in the Depot. |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Green |  | YES/NO |  | Represents bridge, raft or Depot roof outside blue edging but included in the Depot. |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Red hatch |  | YES/NO |  | Represents bridge, raft, viaduct, arch or other overlying structure which (with everything above it) is within blue edging but excluded from the Depot. |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Green hatch |  | YES/NO |  | Represents bridge, viaduct, arch, tunnel or other underlying structure which (with everything within or beneath it) is within blue edging but excluded from the Depot. |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Purple |  | YES/NO |  | Represents the route of an emergency access from the Depot referred to in Part J. |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Black cross hatch |  | YES/NO |  | Represents car parking spaces referred to in Part K. |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Brown colour and/or brown colour hatched brown |  | YES/NO |  | Represents a right of way referred to in Part J. |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Uncoloured brown hatch and/or cross hatch |  | YES/NO |  | Represents a right of way referred to in Part K. |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lettering |  | YES/NO |  | Represents boundary walls fences and gates belonging to the Depot between the lettered points. |

2. **Default Interest Rate**

An interest rate of 0 per cent. for so long as all parties to the Relevant Agreement are public sector operators.

With effect from the date upon which any party to the relevant Agreement ceases to be a public sector operator, the interest rate shall be 2 per cent. per annum above the base lending rate published from time to time by [ ] (or such other financial institution as the parties may agree) during any relevant period.

3. **Location of Depot Register**

4. **Connection Agreement**

Agreement dated [ ] between [ ] and the Depot Facility Owner providing for the establishment and maintenance of a connection of the network forming part of the Depot and the Network.

 **APPENDIX 1 TO ANNEX 1**

 **The Plan**

See attached plan numbered [ ].

 **APPENDIX 2 TO ANNEX 1**

 **The Statement of Condition**

[Insert the Statement of Condition]

 **APPENDIX 3 TO ANNEX 1**

 **Equipment Inventory - Allocation of Responsibility**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Description** |  | **Present at Depot** |  | **Quantity (where applicable - N/A if none N/Q if not quantifiable)** |  | **Responsibility for Maintenance** |  | **Responsibility for Repair** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| A. **Track and Associated Infrastructure** |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Permanent way (including conductor rails and substructure but excluding Connection Track) |  | YES |  | N/Q |  | Depot Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2. Connection Track |  | YES |  | N/Q |  | Railtrack |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 3. Traction supply equipment (including all OHLE (structures catenary and supply equipment) and/or feeder cables to conductor rails but not the conductor rails), power supplies and negative bonding/earth return |  | YES/NO |  | N/Q/N/A |  | Railtrack |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 4. Signalling equipment (including gantries cables and other apparatus except that which is part of a system released from or interlocked with a signal box/powerbox operated by Railtrack) |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 5. Signalling equipment (including gantries cables and other apparatus where equipment is part of system released from or interlocked with a signal box/powerbox operated by Railtrack) |  | YES/NO |  | N/Q/N/A |  | Railtrack |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 6. Switch heating including control and distribution equipment |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner (except where connected to the Network, in which case responsibility shall lie with Railtrack) |  | Railtrack |

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| B. **Building Services** |  |  |  |  |  |  |  |  |
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| Utilities |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 7. Gas, water, electricity utility supply equipment and transmission media |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 8. Electrical switchgear and transmission media above 415V |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 9. Sub-stations meter rooms and switchgear housing (except B8 above) |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 10. Underground drainage and main outfall installations |  | YES/NO |  | N/Q/N/A |  | Railtrack (except Depot Facility Owner to keep clear and free flowing) |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Heating and Ventilation Systems |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 11. Boilers and heating systems |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
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| 12. Flues |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 13. Air conditioning plant and equipment |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 14. Ventilation systems |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Fire and Security Systems |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 15. Fire warning systems |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 16. Fixed and moveable fire appliances |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 17. Sprinkler systems |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
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| Electrical Services |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 18. Security installations (including CCTV systems) |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 19. Electrical installations including fixed appliances power supply sockets and lighting fittings |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 20. External lighting |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 21. Lighting towers and gantries |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 22. Rail vehicle auxiliary electrical supply equipment |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| Mechanical Services |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 23. Gas installations fittings and fixed appliances |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 24. Sanitary installations and fittings where accessible and/or visible |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Depot Facility Owner |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 25. Sanitary installations and fittings where not accessible and/or visible |  | YES/NO |  | N/Q/N/A |  | Railtrack |  | Railtrack |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 26. Hot and cold water and soil waste plumbing installations where accessible and/or visible |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Depot Facility Owner |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 27. Hot and cold water and soil waste plumbing installations where not accessible and/or visible |  | YES/NO |  | N/Q/N/A |  | Railtrack |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 28. Other above ground drainage installations |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 29. Vehicle water systems |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Plant |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 30. Pumping stations |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 31. Oil interceptor plant |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 32. Fixed air compressors, receivers and systems |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| C. **Washing Plant** |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 33. Carriage washing plant |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 34. Controlled emission toilet discharge systems |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| D. **Wheel Lathes** |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 35. Rail vehicle wheel lathes |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| E. **Cranes/Jacks etc.** |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 36. Winches and capstans |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 37. Cranes (overhead travelling and fixed gantries) |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 38. Jacks (four points rail vehicle lifting) |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 39. Rail vehicle turntables |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| F. **Fuel installations and vehicle servicing** |  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 40. Fuel, oil storage, pumping and dispensing equipment |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 41. Antifreeze storage, pumping and dispensing equipment |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| 42. Sand towers |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |

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| 43. Rail vehicle fixed battery charging installations |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| G. **Miscellaneous** |  |  |  |  |  |  |  |  |
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| 44. Traffic management system controlling vehicular entry to depot |  | YES/NO |  |  |  | Depot Facility Owner |  | Railtrack |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 45. Depot protection systems (limited to fixed equipment designed to protect personnel from rail vehicle movements) |  | YES/NO |  | N/Q/N/A |  | Depot Facility Owner (except where connected to the Network signalling system, in which case responsibility shall lie with Railtrack) |  | Railtrack |

 **APPENDIX 4 TO ANNEX 1**

 **Elements Inventory - Allocation of Responsibility**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** |  | **Responsibility for Maintenance** |  | **Responsibility for Repair** |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. **Substructures (excluding any finishes)**(1) Foundations |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (2) Basements |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (3) Basement Tanking / Waterproofing |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (4) Arches and Subways |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (5) Structural Slabs at Ground Level or below |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (6) Damp Proof Membrane at Ground Floor Level or below |  | Railtrack |  | Railtrack |
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| (7) Retaining Walls |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| B. **Superstructure**(8) Damp Proof Course |  | Railtrack |  | Railtrack |
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| (9) Frames, Beams, Columns (Excluding Finishes) |  | Railtrack |  | Railtrack |
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| (10) Structural Slabs (above Ground Floor Level) |  | Railtrack |  | Railtrack |
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| (11) Floors (Excluding Finishes) |  | Railtrack |  | Railtrack |
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| (12) External Staircases (Excluding Finishes) |  | Railtrack |  | Railtrack |
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| (13) Internal Staircases (Excluding Finishes) |  | Railtrack |  | Railtrack |
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| (14) Roof Structure |  | Railtrack |  | Railtrack |
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| (15) Roof Decking, Coverings Insulation |  | Railtrack |  | Railtrack |
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| (16) Roof Access Ladders, Walkways and Guardrails |  | Railtrack |  | Railtrack |
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| (17) Roof Lights |  | Railtrack |  | Railtrack |
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| (18) Roof Drainage |  | Depot Facility Owner |  | Railtrack |
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| (19) Parapets |  | Railtrack |  | Railtrack |
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| (20) Chimneys above Roof Level |  | Railtrack |  | Railtrack |
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| (21) Roof Glazing |  | Railtrack |  | Railtrack |
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| (22) Tankroom and Roof Mounted Plant above the roof line |  | Railtrack |  | Railtrack |
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| (23) External Cladding |  | Depot Facility Owner |  | Railtrack(Except where due to vandalism)Depot Facility Owner(Where due to vandalism) |

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| (24) Internal Load Bearing Walls (Excluding Finishes) |  | Railtrack |  | Railtrack |
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| (25) Internal Non-Load Bearing Walls (Excluding Finishes) |  | Depot Facility Owner |  | Railtrack |
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| (26) Partitions |  | Depot Facility Owner |  | Railtrack |
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| (27) Windows (External and Internal) excluding glass |  | Depot Facility Owner |  | Railtrack |
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| (28) External Doors |  | Depot Facility Owner |  | Railtrack |
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| (29) Internal Doors |  | Depot Facility Owner |  | Railtrack |
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| C. **Finishes and Surface**(30) External and Internal Wall Finishes and Coating including paint |  | Depot Facility Owner |  | Depot Facility Owner |
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| (31) Floor Finishes within Buildings |  | Depot Facility Owner |  | Depot Facility Owner |
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| (32) Finishes to Frames Beams Columns (other than 33 below) |  | Depot Facility Owner |  | Depot Facility Owner |
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| (33) Fire resistant coatings/finishes |  | Depot Facility Owner |  | Railtrack |
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| (34) Staircase Finishes |  | Depot Facility Owner |  | Depot Facility Owner |
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| (35) Ceiling Finishes |  | Depot Facility Owner |  | Depot Facility Owner |
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| (36) Internal Joinery (Skirtings Architraves) |  | Depot Facility Owner |  | Railtrack |

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| (37) Glazing (including windows and doors) |  | Depot Facility Owner |  | Depot Facility Owner |
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D. **Miscellaneous Items**

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| (38) Cycle Racking |  | Depot Facility Owner |  | Depot Facility Owner |

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| (39) Fencing and other boundary structures |  | Railtrack (when the fencing or structure forms a boundary between the Network and the Depot). Depot Facility Owner (in all other cases) |  | Railtrack |
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| (40) Footbridges crossing the Depot |  | Railtrack |  | Railtrack |

 **APPENDIX 5 TO ANNEX 1**

 **Critical Elements of the Depot and Critical Equipment**

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| **(1)****Description** |  | **(2)****Quantity (where applicable - N/A if none N/Q if not quantifiable)** |  | **(3)****Relevant Threshold Sum\*** |  | **(4)****Maintenance Specification\*\*** |  | **(5)****Base Utilisation Level (if any - N/A if immaterial)** |  | **(6)****Output Specification** |
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| A. **Track and Associated Infrastructure** |  |  |  | [£ ] |  |  |  |  |  |  |
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| 1. Permanent way (including conductor rails and substructure but excluding Connection Track) |  | N/Q |  |  |  | Railtrack Line Standard RT/CE/S/037 in respect of permanent way and Railway Group Standards in respect of conductor rails |  | N/A |  | Track within gauge capable of allowing railway vehicle movements in accordance with rules of the route for the Depot. |
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| 2. Connection Track |  | N/Q |  |  |  | Railtrack Line Standard RT/CE/S/037 in respect of permanent way and Railway Group Standards in respect of conductor rails |  | N/A |  | Track within gauge capable of allowing railway vehicle movements in accordance with rules of the route for the Depot. |

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| 3. Traction supply equipment (including all OHLE structures catenary and supply equipment and/or feeder cables to conductor rails but not the conductor rails), power supplies and negative bonding/earth return |  | N/Q/N/A |  |  |  | Railway Group Standards |  | N/A |  | Capable of allowing railway vehicle movements. |
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| 4. Signalling equipment (including gantries cables and other apparatus) except that which is part of a system released from or interlocked with a signal box/powerbox operated by Railtrack |  | N/Q/N/A |  |  |  | Railway Group Standards |  | N/A |  | Capable of allowing railway vehicle movements in accordance with rules of the route for the Depot. |

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| 5. Signalling equipment (including gantries cables and other apparatus) where equipment is part of a system released from or interlocked with a signal box/powerbox operated by Railtrack |  | N/Q/N/A |  |  |  | Railway Group Standards  |  | N/A |  | Capable of allowing railway vehicle movements in accordance with rules of the route for the Depot. |
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| 6. Switch heating including control and distribution equipment |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40003 |  | N/A |  | 90% of heater elements to be operable 95% of each Accounting Period. |
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| B. **Building Services** |  |  |  | Mechanical (M) [£ ] Electrical (E) [£ ] |  |  |  |  |  |  |
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Utilities

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| 7(M) Gas, water, electricity utility supply equipment and transmission media |  | N/Q/N/A |  |  |  | Industry Standards including HVCA specifications, BS7671 and BS6700 |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |

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| 8(E) Electrical switchgear and transmission media above 415V |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40007 |  | N/A |  | 90% of circuits to be operable 95% of each Accounting Period. |

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| 9(E) Sub-stations meter rooms and switchgear housing (except B8 above) |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40004 and Industry Standards including BS7671  |  | N/A |  | 90% of circuits to be operable 95% of each Accounting Period. |
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| 10(M) Underground drainage and main outfall installations |  | N/Q/N/A |  |  |  | Railtrack Line StandardRT/E/S/40010 |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |

Heating and Ventilation Systems

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| 11(M) Boilers and heating systems |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40015 |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |

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| 12(M) Flues |  |  |  |  |  | Railtrack Line Standard RT/E/S/40015 |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |
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| 13(M) Air conditioning plant and equipment |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40013 |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |
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| 14(M) Ventilation systems |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40013 |  | N/A |  | 90% of system to be operable 95% of each Accounting Period. |
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Fire and Security Systems

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| 15(E) Fire warning systems |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40016 |  | N/A |  | 90% of circuits to be operable 95% of each Accounting Period. |

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| 16(M) Fixed and moveable fire appliances |  | N/Q/N/A |  |  |  | Industry Standards including BS5306 Pt. 1 (hydrants)BS3169 (hoses) |  | N/A |  | Operable 100% as required. |

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| 17(M) Sprinkler systems |  | N/Q/N/A |  |  |  | Industry Standards |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |

Electrical Services

|  |  |  |  |  |  |  |  |  |  |  |
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| 18(E) Security installations (including CCTV systems) |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40009  |  | N/A |  | 90% of circuits to be operable 95% of each Accounting Period. |

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| 19(E) Electrical installations including fixed appliances power supply sockets and lighting fittings  |  | N/Q/N/A |  |  |  | Railtrack Line Standards RT/E/S/40007RT/E/S/40008RT/E/S/40009 |  | N/A |  | 90% of circuits to be operable 95% of each Accounting Period. |

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| 20(E) External lighting |  | N/Q/N/A |  |  |  | Railtrack Line Standards RT/E/S/40007RT/E/S/40009 |  | N/A |  | 90% of circuits to be operable 95% of each Accounting Period. |
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| 21(E) Lighting towers and gantries |  | N/Q/N/A |  |  |  | Railtrack Line Standards RT/E/S/40007RT/E/S/40009 |  | N/A |  | 90% of circuits to be operable 95% of each Accounting Period. |
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| 22(E) Rail vehicle auxiliary electrical supply equipment |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40027 |  | N/A |  | 90% of circuits to be operable 95% of each Accounting Period. |

Mechanical Services

|  |  |  |  |  |  |  |  |  |  |  |
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| 23(M) Gas installations fittings and fixed appliances |  | N/Q/N/A |  |  |  | Industry Standards |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |
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| 24(M) Sanitary installations and fittings where accessible and/or visible |  | N/Q/N/A |  |  |  | Industry Standards |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |
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| 25(M) Sanitary installations and fittings where not accessible and/or visible |  | N/Q/N/A |  |  |  | Industry Standards |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |
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| 26(M) Hot and cold water and soil waste plumbing installations where accessible and/or visible |  | N/Q/N/A |  |  |  | Industry Standards including HVCA specifications |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |

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| 27(M) Hot and cold water and soil waste plumbing installations where not accessible and/or visible |  | N/Q/N/A |  |  |  | Industry Standards  |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |
|  |  |  |  |  |  |  |  |  |  |  |

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| 28(M) Other above ground drainage installations |  | N/Q/N/A |  |  |  | Industry Standards including HVCA specifications |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |
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| 29(M) Vehicle water systems |  | N/Q/N/A |  |  |  | Industry Standards including BS6700 |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |

Plant

|  |  |  |  |  |  |  |  |  |  |  |
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| 30(M) Pumping stations |  | N/Q/N/A |  |  |  | Industry Standards |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |

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| 31(M) Oil interceptor plant |  |  |  |  |  | Railtrack Line Standard RT/E/S/40010 |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |
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| 32(M) Fixed air compressors, receivers and systems |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40011 |  | N/A |  | 90% of system to be operable 90% of each Accounting Period. |

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| C. **Washing Plant** |  |  |  |  |  |  |  |  |  |  |

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| 33 Carriage washing plant |  |  |  | [£ ] |  | Railtrack Line StandardRT/E/S/40002 |  | [Z] vehicles washed per Accounting Period. |  | Operable 85% of each Accounting Period. |
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| 34 Controlled emission toilet discharge systems |  | N/Q/N/A |  | [£ ] |  | Railtrack Line Standard RT/E/S/40026 |  | [Z] vehicles pumped out per Accounting Period. |  | Operable 90% of each Accounting Period. |
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| D. **Wheel Lathes** |  |  |  |  |  |  |  |  |  |  |
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| 35 Rail vehicle wheel lathes |  |  |  |  |  |  |  |  |  |  |
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| (a) Hegenscheidt 106 |  |  |  | [£ ] |  | Railtrack Line Standard RT/E/S/40018 |  | Turning [Z] wheel sets per Accounting Period. |  | Operable 85% of each Accounting Period. |
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| (b) Other type |  |  |  | [£ ] |  | Industry Standards |  | Turning [Z] wheel sets per Accounting Period. |  | Operable 85% of each Accounting Period. |

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| E. **Cranes/Jacks etc.** |  |  |  |  |  |  |  |  |  |  |
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| 36 Winches and capstans |  |  |  | [£ ] |  | Industry Standards |  | To lift [Z] tonnes capacity. |  | Operable 90% of each Accounting Period. |
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| 37 Cranes (overhead travelling and fixed gantries) |  |  |  | [£ ] |  | Railtrack Line Standard RT/E/S/40033 |  | To lift [Z] tonnes capacity. |  | Operable 90% of each Accounting Period. |
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| 38 Jacks (four point rail vehicle lifting) |  |  |  | [£ ] |  | Railtrack Line Standard RT/E/S/40021 |  | To lift [Z] tonnes capacity. |  | Operable 90% of each Accounting Period. |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 39 Rail vehicle turntables |  |  |  | [£ ] |  | Railtrack Line Standard RT/E/S/40019 |  | N/A |  | Operable 90% of each Accounting Period. |
|  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| F. **Fuel Installation and vehicle servicing** |  |  |  | [£ ] |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 40 Fuel, oil storage, pumping and dispensing equipment |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40035 |  | Usage of [Z] litres per Accounting Period. |  | [X] dispensing points to be operable 90% of each Accounting Period. |
|  |  |  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 41 Antifreeze storage, pumping and dispensing equipment |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40035 |  | Usage of [Z] litres per Accounting Period. |  | [X] dispensing points to be operable 90% of each Accounting Period. |
|  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 42 Sand towers |  |  |  |  |  | Industry Standards |  | N/A |  | Operable 90% of each Accounting Period. |
|  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 43 Rail vehicle fixed battery charging installations |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40032 |  | N/A |  | 90% of equipment to be operable 90% of each Accounting Period. |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| G. **Miscellaneous** |  |  |  | [£ ] |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 44 Traffic management system controlling vehicular entry to the Depot |  |  |  |  |  | Railtrack Line Standard RT/E/S/40036 |  | N/A |  | Operable 95% of each Accounting Period. |
|  |  |  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 45 Depot protection systems (limited to fixed equipment designed to protect personnel from railway vehicle movements) |  | N/Q/N/A |  |  |  | Railtrack Line Standard RT/E/S/40023 |  | N/A |  | Operable 100% of the time  |
|  |  |  |  |  |  |  |  |  |  |  |

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**\* To include a tolerance margin and to be indexed.**

**\*\* All items of Equipment are to be maintained as specified in accordance with Railway Group Standards, Railtrack Line Standards, Industry Standards and/or the specifications listed in this column and for the purposes of this Schedule "Industry Standards" means the standards, codes of practice, regulations, other guidelines or recommendations issued from time to time by the relevant manufacturers association, trade association, professional institute or statutory body which apply to the Maintenance of the relevant items of Equipment provided that if any Railway Group Standard or Railtrack Line Standard does not specify Maintenance for a relevant item of Equipment then the relevant Industry Standard shall apply.**

**N/A When used in column (5) means that the level of use is immaterial to achievement of the Output Specification.**

 **APPENDIX 6 TO ANNEX 1**

 **Railway Superstructure and Railway Substructure**

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:

1.1.1 not be Railway Superstructure if it is listed in Column 1 of Table 1; and

1.1.2 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 part of the Depot to another |  | 1 raft supporting office building or similar commercial development, together with all leased parts of such building or development |
| 2 any area subject to rights for a third party to occupy (including rights under Global Agreements and Existing Agreements) |  | 2 road bridge |
|  |  | 3 rail bridge |
|  |  | 4 footbridge (except one described in item 1 of Column 1) |

1.2 The Depot shall:

1.2.1 include the land and airspace within and covered by the arches or spans of that 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

1.2.2 exclude any part of the Railway Superstructure and the works and airspace above it.

2. **Railway Substructure**

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

2.1.1 not be Railway Substructure if it is listed in Column 1 of Table 2; and

2.1.2 be part of Railway Substructure if listed in Column 2 of Table 2.

**Table 2**

|  |  |  |
| --- | --- | --- |
|  **Column 1**1 subway or tunnel connecting parts of the Depot2 arch space used as car park or to provide access to the Depot or otherwise integral to the operation of the Depot as a light maintenance depot |  |  **Column 2**1 subway or tunnel (except one described in item 1 of Column 1)2 arch space (except one described in item 2 of Column 1) |

2.2 The Depot shall:

2.2.1 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 soil surface (or if there is no such surface, then above the surface of the Railway Substructure itself) and also includes the airspace within any tunnel or passageway which is part of the Railway Substructure; and

2.2.2 exclude any part of the Railway Substructure, the airspace within any arches or spans beneath it and the land and works below it.

 **APPENDIX 7 TO ANNEX 1**

 **Excluded Equipment**

[Part D and Part J]

 **ANNEX 2**

 **EXISTING WORKS AND ADJACENT WORKS**

1 **Existing Works**

2 **Specifications of Existing Works**

3 **Adjacent Works**

[Part G]

 **ANNEX 3**

 **EXISTING AGREEMENTS**

10 **Excluded Existing Agreements**

**Note**: In each case the first contracting party is British Railways Board or its predecessors in title unless otherwise stated

| **Date** | **Type of Document** | **Other Party/ies** |
| --- | --- | --- |
| 22.10.1993 | Gas Pipes | British Gas |
| 15.10.1990 | Small Payment Consents | North West Water Authority |
| 12.09.1961 | General Wayleave Agreement | CEGB |
| 20.10.1961 | General Wayleave Agreement  | Eastern Electricity |
| 06.10.1961 | General Wayleave Agreement | East Midlands Electricity |
| 13.11.1961 | General Wayleave Agreement | South Western Electricity |
| 04.12.1961 | General Wayleave Agreement | London Electricity |
| 20.03.1962 | General Wayleave Agreement | South Eastern Electricity |
| 16.11.1961 | General Wayleave Agreement | Southern Electricity |
| 10.10.1961 | General Wayleave Agreement | North Western Electricity |
| 12.10.1961 | General Wayleave Agreement | Merseyside and North Wales Electricity |
| 08.01.1962 | General Wayleave Agreement | Yorkshire Electricity |
| 22.11.1961 | General Wayleave Agreement | North Eastern Electricity |
| 05.10.1961 | General Wayleave Agreement | Midlands Electricity |
| 02.04.1962 | General Wayleave Agreement | South Wales Electricity |
| 30.07.1991 | General Licence Agreement | Racal‑Vodaphone |
| 21.08.1991 | Telecoms Apparatus General Agreement | Microtel Communications (Orange) |
| 02.03.1991 | Licence Agreement, Cables and Apparatus | British Cable Services |
| 19.09.1983 | Deed of Grant National | Mercury |
| 23.01.1989 | Lease of Fibre Optics Liverpool Street - Edinburgh, Leeds - Colton Junction | Mercury |
| 30.11.1989 | Lease of Fibre Optics Edinburgh to Glasgow | Mercury |
| 17.01.1991 | Cables Norton Folgate to Ipswich | Mercury |
| 17.09.1991 | Cables Hitchin to Ipswich | Mercury |
| 15.07.1993 | General Wayleave for Cables | Mercury |
| 14.12.1988 | Cables York to Colton Junction | Mercury |
| 12.10.1964 | General Agreement as to Works | London Transport Board |
| 31.12.1962 | General Demarcation Agreement | British Waterways Board |
| 11.05.1965 | Works Agreement | London Transport Board |
| 10.05.1933 | General Wayleave Agreement with Post Master General | Great Western Railway Company |
| 24.05.1933 | General Wayleave Agreement with Post Master General | LMS |
| 24.05.1933 | General Wayleave Agreement with Post Master General | LNER |
| 24.05.1933 | General Wayleave Agreement with Post Master General | SR |
| 21.07.1993 | Licence for Fibre Optics | Energis/National Grid |
| 04.03.1994 | Licence for Fibre Optics | Energis/National Grid |
| 12.10.1964 | General Demarcation Agreement | London Transport Board |
|  | Global Licence for Wayleave in Yorkshire, Humberside, Durham and Northumberland | British Cable Services |
| 13.12.1989 | Cables Joint Venture Birmingham to Manchester | Mercury |
| 15.04.1991 | Cables Waterloo to Portsmouth; Waterloo to Guildford | Mercury |
| 20.05.1991 | Cables Haughley Junctions to Norwich via Diss | Mercury |

20 **Included Existing Agreements**

**Note**: In each case the first contracting party is British Railways Board or its predecessors in title unless otherwise stated

|  |  |  |
| --- | --- | --- |
| **Date** | **Type of Document** | **Other Party/ies** |
| 02.08.1989 | Property Agreement | Post Office |
| 16.12.1993 | Interim Agreement | Post Office |
| 16.12.1993 | Property Agreement | Post Office |
| 16.12.1993 | Ten Year Agreement | Post Office |
| 02.08.1989 | Agreement for Carriage of Letter Mail | Post Office |

30 **Global Agreements**

**Note**: In each case the first contracting party is British Railways Board or its predecessors in title unless otherwise stated.

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Type of Document** | **Other Party/ies** | **Are Conditions G.4.6 and G.4.9 to apply** |
| 15.04.1992 | Advertising Concession | British Transport Advertising Limited | No |
| 15.04.1992 | Advertising Concession | Mills & Allen Limited | No |

 **ANNEX 4**

 **COLLATERAL AGREEMENT**

**THIS AGREEMENT** is made on 199[ ] **BETWEEN**:-

(1) Railtrack PLC, a public company limited by shares registered in England under registered number 2904587 having its registered office at 40 Bernard Street, London WC1N 1BY England ("Railtrack"); and

(2) The party whose name and address and other particulars are specified in paragraph 1 of Schedule 1 (the "Beneficiary").

**WHEREAS**:-

(A) The Beneficiary has entered into the Depot Access Agreement with the Depot Facility Owner whereby the Depot Facility Owner granted to the Beneficiary permission to use the Depot for or in connection with the operation of trains by itself or its Associates.

(B) Railtrack has certain obligations to the Depot Facility Owner in respect of the Depot.

(C) Railtrack has agreed with the Beneficiary to undertake on the terms and conditions of this Agreement to perform certain obligations in respect of the Depot set out in the Depot Access Conditions.

**IT IS AGREED** as follows:

10 **INTERPRETATION**

1.1 **Definitions**

Unless the context otherwise requires:

**"Collateral Commencement Date"** means the date on which the condition precedent in Clause 2.1 is satisfied;

**"Depot Access Conditions"** means the Depot Access Conditions applicable to the Depot, as incorporated in the Depot Access Agreement;

**"Depot Access Agreement"** means the agreement for permission to use the Depot referred to in paragraph 2 of Schedule 1, as such agreement shall be modified from time to time; and

**"Depot Facility Owner"** means the person whose name and registered office are specified in paragraph 3 of Schedule 1.

1.2 **References to Schedules, etc**.

References to this Agreement include its schedules and, unless otherwise indicated, references to recitals, Clauses, Sub-Clauses, Schedules and paragraphs are to recitals, clauses and sub-clauses of, and schedules to, this Agreement and paragraphs of such schedules. References to any Condition shall be construed as a reference to the relevant Depot Access Condition.

1.3 **Headings**

Headings shall be disregarded in construing this Agreement.

1.4 **Depot Access Conditions**

Where the context admits, words and expressions defined (or of which the meanings are construed) in the Depot Access Conditions shall bear the same meanings in this Agreement and the rules of interpretation set out in the Depot Access Conditions shall apply throughout this Agreement, and where the context requires, references to the Depot Access Conditions in such words, expressions and rules shall be construed as references to this Agreement.

20 **CONDITION PRECEDENT**

2.1 **Condition Precedent**

Subject to Clause 2.2.1, the provisions of this Agreement shall have effect upon the Depot Access Agreement becoming fully effective and enforceable in accordance with its terms.

2.2 **Entry into effect**

2.2.1 Clauses 1, 2, 3.1, 4, 6, 7 and 8 and Conditions A1, Q1 and Q3 shall come into effect and be binding on the parties immediately upon signature of this Agreement.

2.2.2 All other Clauses and Conditions and the Depot Access Conditions shall come into effect and be binding on the parties on the Collateral Commencement Date.

2.3 **Non-satisfaction**

2.3.1 If the condition precedent in Clause 2.1 shall not have been satisfied in full on or before the Long‑stop Date, as defined in the Depot Access Agreement, this Agreement (except Clause 2.3.2) shall lapse and neither party shall have any liability to the other under or in respect of it save in respect of a pre-existing breach of Clauses 2, 3.1, 4, 6, 7 and 8 and Conditions A1, Q1 and Q3.

2.3.2 The obligations of confidence provided for in the Depot Access Conditions shall continue in force for the period specified in Condition Q1.1 after this Agreement has otherwise ceased to have effect pursuant to Clause 2.3.1.

3. **DEPOT ACCESS CONDITIONS**

3.1 **Incorporation**

The Depot Access Conditions are incorporated in and shall form part of this Agreement.

3.2 **Performance**

During the term of this Agreement, each party shall duly and punctually perform, observe and comply with:

3.2.1 its obligations to the other set out in the Depot Access Conditions; and

3.2.2 its other obligations under a Relevant Agreement insofar as failure to perform such obligations would, or would be likely to, operate to the detriment of the other party hereto.

4. **TERM**

4.1 **By reference to Depot Access Agreement**

Subject to Clause 2.3, this Agreement shall terminate on the lapse, expiry or termination by any other means of the Depot Access Agreement but such termination shall be without prejudice to any accrued rights of the parties prior to such termination.

4.2 **Notice**

The Beneficiary shall forthwith notify Railtrack of the occurrence of any event referred to in Clause 4.1.

4.3 **Exclusion of common law termination rights**

This Agreement shall terminate only in the circumstances set out in this Clause 4 and Clause 6.6. The parties shall have no other rights to terminate this Agreement whether pursuant to its terms or at law.

5. **TERMINATION OF DEPOT ACCESS AGREEMENT AND DEPOT FACILITY OWNER'S INTEREST**

In the event that an Insolvency Event (as defined in the Depot Access Agreement) occurs in relation to the Depot Facility Owner and is continuing, the Beneficiary shall promptly upon the written request of Railtrack exercise any rights it may have under the Depot Access Agreement to terminate it in accordance with its terms on such minimum period of notice as the Depot Access Agreement may permit.

6. **WHOLE AGREEMENT, VARIATION AND ASSIGNMENT**

6.1 **Whole agreement**

This Agreement contains the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes all prior agreements and arrangements in respect thereof. This Clause 6.1 shall not have the effect of excluding any term implied by law.

6.2 **Amendment**

6.2.1 No amendment of this Agreement (other than as expressly otherwise contemplated by this Agreement) shall be effective unless in writing and signed by duly authorised representatives of the parties.

6.2.2 The Beneficiary shall as soon as reasonably practicable notify Railtrack of any amendments made to the Depot Access Agreement (other than the Depot Access Conditions) insofar as they affect its obligations referred to in Clause 3.2.2.

6.3 **Assignment**

Subject to Clauses 6.4 and 6.5, this Agreement shall be binding on and enure to the benefit of the parties and their successors and permitted assigns or assignees but neither party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other party.

6.4 **Novation of Beneficiary's rights and obligations**

Where the Beneficiary is a passenger service operator each party agrees to take all such steps as may be necessary to give effect to the novation of the Beneficiary's rights and obligations under this Agreement by and in favour of the Franchising Director or his nominee, if and to the extent necessary to enable the Franchising Director to perform his duty to secure the provision of services for the carriage of passengers by railway pursuant to section 30 of the Act (including by means of an exercise of his powers under section 51 of the Act), provided that any such novation shall be on terms that:

6.4.1 the Beneficiary's rights and obligations under the Depot Access Agreement are novated to the Franchising Director or his nominee before or at the same time as the Beneficiary's rights and obligations under this Agreement are novated to the Franchising Director;

6.4.2 the other party shall not be released from any accrued but unperformed obligation, the consequences of any breach of this Agreement which is the subject of arbitration or litigation between the parties or any liability in respect of duties performed under this Agreement prior to, or as at the date of, any such novation (except to the extent that the Franchising Director or his nominee agrees to assume and be responsible for such unperformed obligation, such liability or the consequences of such breach in connection with the relevant novation); and

6.4.3 neither the Franchising Director nor his nominee shall be obliged, in connection with the novation, to agree to assume and be responsible for any unperformed obligation, liability or consequences of a breach referred to in Clause 6.4.2.

6.5 **Termination and novation of Railtrack's rights and obligations**

6.5.1 **Termination**

Without prejudice to accrued rights and obligations, Railtrack's rights and obligations under this Agreement shall terminate if both the following occur:

(a) Railtrack disposes of its freehold or leasehold interest in the Depot to any transferee who is not at that time an Affiliate of Railtrack; and

(b) such transferee offers to assume Railtrack's future obligations under this Agreement (provided that such transferee shall reasonably be acceptable to the Beneficiary).

6.5.2 **Novation**

Railtrack undertakes to the Beneficiary that it shall take all such steps as may be reasonably necessary to novate (subject to the consent of the Beneficiary not to be unreasonably withheld or delayed) Railtrack's rights and obligations under this Agreement to the person who has acquired its freehold or leasehold interest in the Depot.

6.6 **Sub-contracting and agency**

The parties may sub-contract their respective rights and obligations under this Agreement provided that no such action shall release a contracting party from its obligations under this Agreement and such party shall remain responsible for the acts and omissions of any sub-contractor as if they were the acts and omissions of that party.

7. **INDEMNITIES**

7.1 Subject to Clause 8, Railtrack shall (on an after tax basis) indemnify the Beneficiary, and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, reasonable costs, damages, orders and reasonable out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by Railtrack of any of its obligations under this Agreement.

7.2 Subject to Clause 8, the Beneficiary shall (on an after tax basis) indemnify Railtrack, and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, reasonable costs, damages, orders and reasonable out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by the Beneficiary of any of its obligations under this Agreement.

8. **LIMITATION ON CLAIMS**

8.1 Neither party shall be liable, in respect of any breach of this Agreement, under the indemnities specified in Clause 7 above:

8.1.1 unless notice of such breach is given by or on behalf of the claimant to the respondent setting out detailed particulars of the grounds on which the relevant claim is based within 6 months after the facts giving rise to such claim first became known by the claimant;

8.1.2 arising from any single occurrence or circumstance (or connected series of occurrences or circumstances) if the amount of the relevant claim does not exceed:

(a) in the case of a claim against Railtrack the amount specified in paragraph 1 of Schedule 3; and

(b) in the case of a claim against the Beneficiary the amount specified in paragraph 2 of Schedule 3;

8.1.3 unless the aggregate amount of all claims for which the respondent would otherwise be liable to the claimant exceeds:

(a) in the case of a claim against Railtrack, the amount specified in paragraph 3 of Schedule 3; and

(b) in the case of a claim against the Beneficiary the amount specified in paragraph 4 of Schedule 3

in any Accounting Year, in which case the liability of the respondent to the claimant shall be limited to the amount of the excess over those amounts respectively;

8.1.4 arising from a single occurrence or circumstance (or connected series of occurrences or circumstances) to the extent that the amount of the relevant claim exceeds:

(a) in the case of a claim against Railtrack, the amount specified in paragraph 5 of Schedule 3; and

(b) in the case of a claim against the Beneficiary the amount specified in paragraph 6 of Schedule 3;

provided that Clause 8.1.4 shall not apply to any liability in respect of physical damage to property,

provided that Clause 8.1 shall not apply to any liability in respect of death or injury to persons caused by negligence.

8.2 Railtrack shall not be liable, under the indemnity specified in Clause 7.1:

(a) in respect of any incidence of delay to a train operated by or on behalf of any Beneficiary; or

(b) for any liquidated damages which the Beneficiary shall have been required to pay to any other Relevant Operator.

8.3 The Beneficiary shall not be liable, under the indemnity specified in Clause 7.2:

(a) in respect of any incidence of delay to a train operated by or on behalf of any Relevant Operator; or

(b) for any liquidated damages which Railtrack shall have been required to pay to any Relevant Operator.

8.4 Neither party shall be liable to the other, under the indemnities specified in Clause 7, for any loss of revenue suffered by the other (including fare revenue, subsidy, access charge revenue and incentive payments).

8.5 The remedies provided for in this Agreement and to the extent applicable the Access Dispute Resolution Rules shall be the sole remedies available to the parties in respect of any matters for which such remedies would, but for the limitations in Clause 8.1, be available.

9. **NOTICES AND COMMUNICATIONS**

9.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered by hand or recorded delivery or sent by pre-paid first class post, or by facsimile, to the party on whom the notice is to be served at the relevant address for service set out in Schedule 2, or to such other address in the United Kingdom as that party may specify by notice to the other party to this Agreement.

9.2 Any such notice or other communication shall be deemed to have been received by the party to whom it is addressed as follows:-

9.2.1 if sent by hand or recorded delivery when so delivered or in the case of pre-paid first class post, 2 days after posting; and

9.2.2 if sent by facsimile, upon sending (where such transmission occurs before 17.00 hours on the day of transmission) and (in any other case) on the day following the day of transmission, provided that the sender obtains, and if required to do so by the person to whom the notice is alleged to have been sent produces, confirmation of uninterrupted transmission by a transmission report generated by the facsimile machine in question, or other sufficient evidence of transmission.

10. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

10.1 **Governing law**

This Agreement shall be governed by and construed in accordance with English law.

10.2 **Jurisdiction**

Subject to the provisions of the Depot Access Conditions the parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with, this Agreement.

**IN WITNESS** whereof this Agreement has been duly executed.

 **SCHEDULE 1**

 **Contract Particulars**

1. **Beneficiary**

Name:

Registered office:

2. **Depot Access Agreement**

Access Agreement dated [ ] 199[ ] between the Depot Facility Owner and the Beneficiary granting the Beneficiary permission to use [ ] light maintenance depot.

3. **Details of Depot Facility Owner**

Name:

Registered Office:

 **SCHEDULE 2**

 **Notices**

1. **Address for service on Railtrack**

(Attention: [ ])

[Address]

[Fax No.]

2. **Address for service on the Beneficiary**

(Attention: [ ])

[Address]

[Fax No.]

 **SCHEDULE 3**

 **Remedies**

(1) The amount referred to in Clause 8.1.2(a) is 1% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(2) The amount referred to in Clause 8.1.2(b) is 1% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(3) The amount referred to in Clause 8.1.3(a) is 10% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(4) The amount referred to in Clause 8.1.3(b) is 10% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(5) The amount referred to in Clause 8.1.4(a) is 5% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(6) The amount referred to in Clause 8.1.4(b) is 5% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

SIGNED by [ ] )

on behalf of **Railtrack PLC** )

SIGNED by [ ] )

on behalf of [ ] )

 **ANNEX 5**

 **MISCELLANEOUS PROVISIONS**

(1) The Demarcation Agreements are provided for in the Agreement supplemental to the Railtrack Transfer Scheme dated 1 April 1994 and made between (1) British Railways Board and (2) Railtrack and entitled "Agreement for Leases, Site Demarcations, Connection Agreements and BRT Easements".

(2) The lease referred to in the definition "Depot Lease" was entered into on [ ] 199[ ].

(3) 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 and entitled "Agreement for Leases, Site Demarcations, Connection Agreements and BRT Easements", the Supplemental Agreement made 1st April 1994 between (1) Railtrack and (2) British Railways Board and entitled "Supplemental Agreement for Leases (Real Property)" and the Supplemental Agreement made 1st April 1994 between (1) Railtrack and (2) British Railways Board and entitled "Property Miscellaneous Provisions Agreement" which form part of the Railtrack Transfer Scheme;

(b) the Supplemental Agreement made 1st April 1994 between (1) Railtrack and (2) BR Telecommunications Limited and entitled "Framework Agreement relating to grant of easement and property leases" which forms part of the Railtrack Transfer Scheme and the British Rail Telecommunications Transfer Scheme;

(c) the Supplemental Agreement made 1st April 1994 between (1) British Railways Board 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; and

[(d) the Tripartite Supplemental Agreement made [ ] between (1) British Railways Board (2) Railtrack and (3) the Depot Facility Owner and entitled "Agreement relating to the grant of leases, easements and other estates and interests at Stations and Passenger Light Maintenance Depots".]

(4) The percentage referred to in the definition "Requisite Majority" is 85%.

(5) The provisions referred to in Condition A1.4 are: [ ].

(6) The percentage of turnover referred to in Conditions E2.3.1 and E2.3.2 is 0.15%.

(7) (Not Used)

(8) (Not Used).

(9) The date referred to in Condition G4.2 is the date which is 60 days after the date of the Depot Lease.

(10) The amount referred to in Conditions H2.1.1 and H2.2.1 is 0.25%.

(11) The amount referred to in Conditions H2.1.2 and H2.2.2 is 0.25%.

(12) The amount referred to in Condition H4.1.2 is 2.5%.

(13) The parking spaces referred to in Condition K8 are: [ ] permits for Railtrack parking within any car parks for the time being at the Depot.

(14) The amount referred to in Condition L3.1.2(a) is 1% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(15) The amount referred to in Condition L3.1.2(b) is 1% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(16) The amount referred to in Condition L3.1.3(a) is 10% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(17) The amount referred to in Condition L3.1.3(b) is 10% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(18) The amount referred to in Condition L3.1.4(a) is 5% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(19) The amount referred to in Condition L3.1.4(b) is 5% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time.

(20) The amount referred to in Condition N1.9.2(b) is £5,000 or 1% of the sum of the Rent and the Equipment Rent payable under the Depot Lease from time to time whichever is the greater.

(21) The number of years referred to in Condition Q1.1 is six years.

 **ANNEX 6**

 **REMEDIES**

**Part A** **Allowable Railtrack Minutes Delay**

[ ] minutes per Accounting Period

**Part B** **Railtrack Minutes Delay Cap**

[ ] minutes in respect of each incidence of Railtrack Minutes Delay

**Part C** **Railtrack Minutes Delay Threshold**

[ ] minutes in respect of each incidence of Railtrack Minutes Delay

**Part D** **Rates of payment**

£[ ] per minute of Excess Railtrack Minutes Delay

 **ANNEX 7**

 **DEPOT FACILITY OWNER'S OWN SERVICES**

10 In this Annex:

"**Fuel Point Exam**" means the work and procedures to be carried out by the Depot Facility Owner as more fully described in the Fuel Point Exam Specification;

"**Fuel Point Exam Specification**" means, in respect of each type of railway vehicle, the specification for a fuel point examination as set out in the relevant Depot Facility Owner's Running Maintenance Programme;

"**Gasoil**" means gasoil for traction conforming with the BS2869 Part II: 1988 Class A2 or better or equivalent, marked and dyed in accordance with HM Customs & Excise Regulations and including any additives which may properly be required;

"**Running Maintenance Programme**" means, in respect of each type of railway vehicle, the Specification for Vehicle Maintenance and Work Arising in respect of the relevant railway vehicle;

"**Vehicle Maintenance**" means the maintenance work and procedures to be carried out by the Depot Facility Owner as more fully described in the relevant Running Maintenance Programme;

"**Wheel Repairs**" means any work required in relation to the wheels or the railway vehicles in consequence or as a result of, or in addition to, Wheel Re‑Profiling and/or UAT;

"**Wheel Re‑Profiling**" means the re‑profiling of the wheels of railway vehicles by the operation of either a ground wheel lathe or a centre wheel lathe; and

"**Work Arising**" means further maintenance and repair work and procedures required to be carried out on a railway vehicle to prepare such railway vehicle for service and arising from Vehicle Maintenance.

20 The Depot Facility Owner shall carry out all Depot Facility Owner's Own Services in accordance with the relevant specifications (if any) contained or referred to in this Annex 7 or, if none are so contained or referred to, in accordance with methods and practices customarily used in good and prudent railway industry practice including Railway Group Standards and Safety Obligations.

 **PART 1**

 **Fleet Maintenance and Level of Services**

10 **Vehicle Maintenance**

Type of railway vehicle Type of Examination

20 **Depot Facility Owner's Running Maintenance Programmes**

Type of railway vehicle Running Maintenance Programme

[ ] [ ]

30 **Minimum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

railway vehicle

Activity: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Work Arising: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Diagram:

The following Diagrams:

40 **Maximum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

railway vehicle

Activity: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Work Arising: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

 **PART 2**

 **Fuelling and Fuel Point Exams**

1. **Minimum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Litres of Gasoil: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Fuel Point

Exams: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Diagram:

The following Diagrams:

2. **Maximum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Litres of Gasoil: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Fuel Point

Exams: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

3. **Traction Units**

 **PART 3**

 **Exterior Cleaning**

1. **Minimum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

railway vehicles: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Diagram:

The following Diagrams:

2. **Maximum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

railway vehicles: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

 **PART 4**

 **Stabling Specification**

1. **Minimum Level of Services**

railway vehicle: Number

Diagram:

The following Diagrams:

2. **Maximum Level of Services**

railway vehicle: Number

3. **Covered Accommodation**

railway vehicle:

4. **Road Access**

railway vehicle:

5. **Traction Current**

Yes/No If yes, type:

6. **Security arrangements required by the Depot Facility Owner**

railway vehicle:

 **PART 5**

 **Wheel Re-Profiling**

1. **Wheel Re-Profiling**

2. **UAT**

3. **Wheel Repairs**

 **PART 6**

 **Regular Cleaning**

1. **Minimum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

railway vehicles: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Diagram:

The following Diagrams:

2. **Maximum Level of Services**

Consecutive

Accounting

Periods in each

Accounting Year: 1 2 3 4 5 6 7 8 9 10 11 12 13

Number of

railway vehicles: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

 **PART 7**

 **Off-Depot Services**

1. **Description of Services**

2. **Services Specification**

 **ANNEX 8**

 **BENEFICIARY TRAIN PREPARATION**