ANNEX 1

# COMMON STATION AMENITIES AND SERVICES

1 Common Station Amenities for all Users

1.1 All forecourts, concourses, platforms, subways, overbridges, 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 24 of Annex 9 and for the duration(s) therein mentioned);

1.2 staff amenities for the non-exclusive use of each User's staff and the staff of its Associates and any person engaged by a User or any of its Associates;

1.3 first aid amenities available for all users of the Station (where set out and to the standard set out in the safety case relating to the Station);

1.4 fire detection, fire alarm, fire prevention and fire fighting equipment and sprinkler systems and other safety equipment reasonably considered by the Station Facility Owner to be necessary for the safe operation of the Station; and

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 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.

2 Common Station Amenities for Passenger Operators

2.1 All forecourts, concourses, platforms, subways, overbridges 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 2.7 (inclusive) and paragraph 2.15;

2.2 public toilets;

2.3 left luggage amenity;

2.4 a reasonable number of public and emergency telephones;

2.5 short and long stay car parking amenities and taxi set down/pick up areas for use by railway passengers;

2.6 waiting rooms;

2.7 lost property amenities;

2.8 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 the 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;

2.9 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;

2.10 directional signing including to and from car parks to facilitate railway passenger movement and emergency exit with reasonable prominence;

2.11 electronic passenger information systems, in positions of reasonable prominence;

2.12 a public address system which is clearly audible throughout the Station;

2.13 passenger self-help trolleys;

2.14 a public clock;

2.15 a customer service centre;

2.16 the areas open to the public adjacent to or adjoining any ticket, booking or passenger information outlet;

2.17 wheelchair or other suitable transport for passengers with impaired mobility and ramps to allow safe wheelchair access to trains; and

2.18 clear and unambiguous directional signage within the Station.

3 Common Station Services for all Users

3.1 Cleaning of the Station;

3.2 heating, ventilating and cooling of the Station to such temperatures as the Station Facility Owner reasonably determines and securing the provision of adequate quantities of hot water to the Common Station Amenities;

3.3 proper lighting of the Station;

3.4 such policing as may be required by statute and such security measures as the Station Facility Owner reasonably considers are necessary;

3.5 display of the notices provided by a User;

3.6 punctual despatch of trains operated by or on behalf of any User;

3.7 the provision of competent and appropriately trained staff to supervise the arrival and departure of trains; and

3.8 any Light Maintenance Services

4 Common Station Services for Passenger Operators

4.1 Procure the production and display of timetable departure sheets in "A-Z" format and unbranded by any User or the Station Facility Owner updated to reflect changes to timetabled services (subject to receipt by the Station Facility Owner of up to date timetable information) which show the times and all calling points, train branding, catering symbols and train names where appropriate of all railway passenger services operated by Passenger Operators departing from the Station with equal prominence to the timetable departure sheets of each other Passenger Operator and its Associates;

4.2 display of emergency or temporary timetables and notices of engineering works;

* 1. the provision of sufficient numbers of competent and appropriately trained staff who will wear uniforms maintained in good order, including a name badge to provide reasonable customer services and assistance to each Passenger Operator's passengers (including any who are disabled), including customer assistance in relation to boarding and alighting from trains, and handling of luggage;

4.4 the provision of sufficient numbers of competent and appropriately trained staff to provide reasonable mobility assistance to each Passenger Operator's passengers (including any who are disabled);

4.5 display or announcement (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 train 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 motorist and pedestrians, and that all signs are clear and unambiguous;

4.9 display in the taxi pick-up area of a sign indicating how a taxi is called when none is immediately available;

4.10 provision to the relevant Passenger Operator of details of Station 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;

4.11 management of the arrival/departure of road services substituted for rail services for whatever cause; and

4.12 until 31st December 1998, the provision of domestic poster sites on concourses, platforms, subways and overbridges for use by Passenger Operators in promoting railway services in proportion to shares of Qualifying Expenditure free of charge 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).

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

[ ]

and to the public for the following hours:

[ ]

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

The Public Toilets: [ ]

Left Luggage: [ ]

Lost Property: [ ]

Customer Service Centre: [ ]

[other]

6 Station: [ ]

Station name: [ ]

Address/location: [ ]

County or London Borough: [ ]

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).

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:

Colour Included on Plan Treatment

Yellow YES/NO Represents subway outside blue edging but included in the Station.

Green YES/NO Represents bridge, raft or station roof outside blue edging but included in the Station.

Red hatch YES/NO Represents bridge, raft, viaduct, arch or other overlying structure which is within blue edging but excluded from the Station.

Green hatch YES/NO Represents bridge, viaduct, arch, tunnel or other underlying structure which is within blue edging but excluded from the Station.

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

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

hatch

Brown colour YES/NO Represents a right of way

and/or referred to in Part J.

brown colour

hatched

Uncoloured YES/NO Represents a right of way

brown hatch referred to in Part K.

and/or cross

hatch

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

7 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. above the average of 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 spaces for the parking of motor vehicles by employees of a User which are necessary in order to facilitate the safe and/or efficient operation of trains to and from the Station by the relevant User;

8.2 those offices and storage spaces 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;

8.3 those ticket sales and passenger information facilities which are necessary to obtain tickets for and information about the train services provided to or from the Station by a User; and

8.4 the messrooms, cloakrooms and staff toilets used by employees of a User.

9 Location of Station Register

[ ]

10 Station Facilities

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

10.1 Platforms;

10.2 forecourts, concourses, subways and footbridges;

10.3 points of access to and egress from the Station and the platforms;

10.4 ticket, booking and passenger information offices;

10.5 public toilets;

10.6 waiting rooms;

10.7 short and long stay car parking for use by railway passengers and essential staff of Users;

10.8 mess room, cloakroom and staff toilets for use by Users and their Associates' staff;

10.9 canopies;

10.10 electronic passenger information systems;

10.11 lifts and escalators;

10.12 Services;

10.13 public telephones;

10.14 public address system; and

10.15 public clocks.

APPENDIX 1 TO ANNEX 1

Specification for Common Services

[Insert output type specifications for those of the Common Station Services (eg Cleaning) (if any) which are to be further specified and where the specification is agreed. If not agreed, then Annex 11 can provide for this to be determined]

APPENDIX 2 TO ANNEX 1

The Plan

[Insert the Plan.]

APPENDIX 3 TO ANNEX 1

[Insert the Statement of Condition]

APPENDIX 4 TO ANNEX 1

[ ] STATION - EQUIPMENT INVENTORY

ALLOCATION OF RESPONSIBILITY

|  |  |  |  |  |  |  |  |  |
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| Description |  | Present at Station |  | Quantity (where applicable) |  | Responsibility for Maintenance |  | Responsibility for Repair |

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| (1) Traction supply equipment (includes OHLE structures and/or feeder cables to conductor rails, but not the rails) |  | YES/NO |  | N/A |  | Railtrack |  | Railtrack |
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| (2) Signalling equipment (includes gantries cables and other apparatus) |  | YES/NO |  | N/A |  | Railtrack |  | Railtrack |

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| (3) Gas water and electricity utility supply equipment and transmission media |  | YES/NO |  | N/A |  | Railtrack |  | Railtrack |
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| (4) Sub-stations Meter rooms and main switch gear housing |  | YES/NO |  | N/A |  | Station Facility  Owner |  | Railtrack |
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| (5) Boilers and heating systems |  | YES/NO |  | N/A |  | Station Facility  Owner |  | Railtrack |
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| (6) Station Facility Owner's temporary buildings |  | YES/NO |  | N/A |  | Station Facility  Owner |  | Station Facility Owner |
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| (7) Sprinkler |  | YES/NO |  | N/A |  | Station Facility  Owner |  | Railtrack |
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| (8) Security Installations (including CCTV) and Fire Alarm Systems |  | YES/NO |  | N/A |  | Station Facility  Owner |  | Railtrack |
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| (9) Air Conditioning Plant and Equipment |  | YES/NO |  | N/A |  | Station Facility  Owner |  | Railtrack |
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| (10) Retail Telecomms  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; |  | YES/NO |  | N/A |  |  |  |  |

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| (a) public address systems information display systems (including LED, LCD, or flap‑type (Solari boards) and monitoring monitor based systems) |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack (except that the Station Facility Owner is responsible for this in respect of tubes and (whether due to breakdown or timetable change) flaps on displays) |

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| Station clock systems |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
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| closed circuit TV for crowd control |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
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| (b) customer terminal/ premises equipment associated with such systems e.g. processors, displays, speakers and amplifiers |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
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| local cabling and wiring, including any local data/ analogue communications devices associated with the Station |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
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| (c) Circuits connecting retail telecomms systems to remote locations (using intermediate and/or trunk telecomms cabling) or providing connections to other applications (for example, a form of information generator) |  |  |  |  |  |  |  |  |
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| (11) External lighting including platforms |  | YES/NO |  | N/A |  | Station Facility Owner |  | Railtrack |
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| (12) Drainage |  | YES/NO |  | N/A |  | Station Facility Owner |  | Railtrack |
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| (13) Gas installations, fittings and fixed appliances |  | YES/NO |  | N/A |  | Station Facility Owner |  | Railtrack |
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| (14) Electrical installations including fixed appliances |  | YES/NO |  | N/A |  | Station Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (15) Electrical power supply sockets and light fittings |  | YES/NO |  | N/A |  | Station Facility Owner |  | Station Facility Owner |
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| (16) Driver only operation equipment |  | YES/NO |  | N/A |  | Station Facility Owner |  | Railtrack |
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| (17) Central heating systems |  | YES/NO |  | N/A |  | Station Facility Owner |  | Railtrack |
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| (18) Sanitary installations and fittings where accessible and/or visible |  | YES/NO |  | N/A |  | Station Facility Owner |  | Station Facility Owner |
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| (19) Sanitary installations and fittings where not accessible or visible |  | YES/NO |  | N/A |  | Railtrack |  | Railtrack |
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| (20) Hot and cold water & soil waste plumbing installations where accessible and/or visible |  | YES/NO |  | N/A |  | Station Facility Owner |  | Station Facility Owner |
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| (21) Hot and cold water and soil waste plumbing installations where not accessible or visible |  | YES/NO |  | N/A |  | Railtrack |  | Railtrack |
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| (22) Flues |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| (23) Fixed seats |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
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| (24) Train despatch equipment |  | YES/NO |  | N/A |  | Station Facility Owner |  | Railtrack |
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| (25) Fixed and moveable fire appliances |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack (except that the Station Facility Owner is responsible for this 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 Railtrack or (b) obtaining or maintenance of any necessary fire certificate for the Station) |
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| (26) Pumping station |  | YES/NO |  | N/A |  | Station Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (27) Traffic management system controlling vehicular entry to any Station or any Car Park |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
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| (28) Lift installations |  | YES/NO |  |  |  | Railtrack |  | Railtrack |
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| (29) Escalator installations |  | YES/NO |  |  |  | Railtrack |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (30) Glasden ticket units |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |  |  |  |  |

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| (31) Platform barriers |  | YES/NO |  |  |  | Station Facility Owner |  | Railtrack |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (32) Cycle racking |  | YES/NO |  | N/A |  | Station Facility Owner |  | Station Facility Owner |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (33) Waiting room furniture |  | YES/NO |  | N/A |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (34) Left luggage units |  | YES/NO |  |  |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (35) Customer service telephones & equipment |  | YES/NO |  | N/A |  | Station Facility Owner |  | Station Facility Owner |
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APPENDIX 5 TO ANNEX 1

[ ] STATION - ELEMENTS INVENTORY

ALLOCATION OF RESPONSIBILITY

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. Substructures (excluding any finishes) |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (1) Foundations |  | N/A |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (2) Basements |  | N/A |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (3) Basement tanking/waterproofing |  | N/A |  | Railtrack |
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| (4) Arches and subways |  | N/A |  | Railtrack |
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| --- | --- | --- | --- | --- |
| (5) Structural slabs at ground level or below |  | N/A |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (6) Damp proof membrane at ground floor level and below |  | N/A |  | Railtrack |
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| (7) Retaining walls |  | N/A |  | Railtrack |
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| --- | --- | --- | --- | --- |
| B. Superstructure |  |  |  |  |
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| --- | --- | --- | --- | --- |
| (8) Damp proof course |  | N/A |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (9) Frames, beams columns (excluding finishes) |  | N/A |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (10) Structural slabs (above ground floor level) |  | N/A |  | Railtrack |
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| --- | --- | --- | --- | --- |
| (11) Floors (excluding finishes) |  | N/A |  | Railtrack |
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| --- | --- | --- | --- | --- |
| (12) External staircases (excluding finishes) |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (13) Internal staircase (excluding finishes) |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Roofs (Excluding Canopies) |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (14) Roof structure |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (15) Decking, coverings insulation |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (16) Roof access ladders, walkways and guardrails |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (17) Roof lights |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (18) Roof drainage |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (19) Parapets |  | Railtrack |  | Railtrack |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (20) Chimneys above roof level |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (21) Station roof glazing |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (22) Tankrooms and roof mounted plant above the roof line |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Canopies |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (23) Canopies, supports and glazing |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (24) Roof access ladders, walkways and handrails |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (25) Canopy drainage |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

Walls and Cladding

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (26) External and load bearing walls (excluding finishes) |  | N/A |  | Railtrack |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (27) External cladding |  | Station Facility Owner |  | Railtrack (except where due to vandalism) Station Facility Owner (where due to vandalism) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (28) Internal load bearing walls (excluding finishes) |  | N/A |  | Railtrack |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (29) Internal non‑load bearing walls (excluding finishes) |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (30) Partitions |  | Station Facility Owner |  | Station Facility Owner |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (31) Windows external and internal excluding glass |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (32) External doors |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (33) Internal doors |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| C. Finishes and surface |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (34) External & internal wall finishes and coating including paint |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (35) Floor (except terrazzo) finishes within buildings |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (36) Terrazzo finishes (except platforms) |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (37) Finishes to frames beams columns (other than (37)(A)) |  | Station Facility Owner |  | Station Facility Owner |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (37) Fire resistant coatings/finishes |  | Station Facility Owner |  | Railtrack |

(A)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (38) Staircase finishes |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (39) Train shed roof finishes |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (40) Canopy finishes |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (41) Ceiling finishes |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (42) Internal joinery (skirtings architraves) |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (43) Other glazing including windows and doors |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| D. Platforms and external structures |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (44) Platform structure including supporting and retaining walls |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (45) Platform copers |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (46) Platform wearing surfaces (except terrazzo) |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (47) Platform terrazzo surfaces |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (48) Footbridge (except finishes) |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (49) Footbridge and subway finishes (including wearing surfaces handrails etc) |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (50) Fixed ramps |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (51) Loading docks |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (52) Waiting shelters |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
| (53) Fencing |  | Station Facility Owner |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (54) Retaining walls |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| E. Other |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (55) Road, pavement and forecourt surfaces and substructures |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (56) Car park surfaces and substructures |  | Railtrack |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (57) Car park equipment including ticket machines, signs and road markings |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (58) Main drainage outfall |  | Railtrack |  | Railtrack |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (59) Other underground drainage installations |  | Railtrack (except Station Facility Owner to keep clear and free flowing) |  | Railtrack |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (60) Nominated signs |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (61) Station signage |  | Station Facility Owner |  | Station Facility Owner |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (62) Landscaping and planting |  | Station Facility Owner |  | Station Facility Owner |

[Condition A1.2]

APPENDIX 6 TO ANNEX 1

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

[Insert any other Excluded Equipment]

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:

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 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:

1.2.1 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

1.2.2 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:

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 |  | 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:

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.

[Part F and

definition of

"Total Variable Charge"]

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 to Relevant Operators (and their Associates), or which can be properly attributed directly or indirectly to the operation of the Station for or in connection with the provision by Relevant Operators of services for the carriage of passengers by railway or services for the carriage of goods by railway together with all (or, where the same relate to the whole of the Station, such proportion as can be properly attributed to that part of the Station used by Relevant Operators directly or indirectly for or in connection with the provision of services for the carriage of passengers by railway or services for the carriage of goods by railway) of the costs and expenses reasonably payable or incurred in or in procuring:

1.1.1 compliance with administrative and secretarial and other incidental obligations of the Station Facility Owner in Parts B, C and I and Conditions E4, E5, E7, F10 and L8;

1.1.2 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:

(a) 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;

(b) tax on the overall net income of the Station Facility Owner;

(c) 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 timeously; and

(d) taxes which do not relate to the period or events within the period of the Station Access Agreement;

1.1.3 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;

1.1.4 the payment of the 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;

1.1.5 insurance in accordance with Conditions E1.1, after deducting any commission or discount to, or to any person on behalf of, the Station Facility Owner for effecting the relevant insurance policy;

1.1.6 the payment of any sum payable by the Station Facility Owner pursuant to Condition E1.3 (subject to the proviso to Condition E3.1) on the occurrence of an Insured Risk; and

1.1.7 compliance with the obligations of the Station Facility Owner in Conditions D5 to D8 and, save to the extent that the costs and expenses concerned have been increased by the Station Facility Owner’s default, in discharging costs and expenses payable under Condition D9.2

* 1. 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 Regulator before:
     1. 1st July 1996, or
     2. such later date as shall be determined, whether before or after 1st July 1996, by the Regulator after consultation of the parties.

1.3 All sums payable by the Station Facility Owner to Railtrack pursuant to Condition N1.25 in respect of the collection and disposal of Track Litter.

2 Calculation of Qualifying Expenditure

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

2.1 any money received by way of service charge or otherwise) from any user of the Station other than Users, in respect of the Common Station Amenities or the Common Station Services (other than receipts for car parking) save to the extent that the costs in respect of which such money has been received do not form part of Qualifying Expenditure pursuant to Condition P5;

2.2 any money received from Users other than Passenger Operators, in respect of the use of the Common Station Amenities or the Common Station Services, by way of service charge or otherwise;

2.3 any insurance proceeds received in respect of matters which would otherwise have given rise to expenses for the purposes of calculation of Qualifying Expenditure; and

2.4 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.

3 Excluded Costs and Expenses

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

3.1 the costs and expenses of:

3.1.1 executing the Existing Works;

3.1.2 carrying out the Repair and Maintenance obligations of Railtrack under Part D, whether carried out by Railtrack or the Station Facility Owner;

3.1.3 the services of the British Transport Police at the Station

3.2 any amount payable by the Station Facility Owner to Railtrack or any other 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;

3.3 costs incurred pursuant to Conditions C2.10, E3.4, G2.2, G4.5, G5.3, L4, L6.4, M2.2, M4.3, M5.1, M6.3, N1.13, N1.20, N1.21.1, N3.9, 09.2 and Q2.1;

3.4 any consideration payable by the Station Facility Owner to Railtrack pursuant to a Relevant Agreement between the Station Facility Owner and Railtrack.

4 Sample Period

[Specify short period during an Accounting Year, comprising a typical sample of average weekly departures from the Station]

ANNEX 3 [Part C]

COMMON STATION AMENITIES AND COMMON STATION SERVICES

WHICH MAY BE CHANGED ONLY BY UNANIMOUS AGREEMENT OF ALL USERS

[Opening Periods]

[Part D and Part J]

ANNEX 4

EXISTING WORKS AND ADJACENT WORKS

1 Existing Works

[ ]

2 Adjacent Works

[ ]

[Part G]

ANNEX 5

EXISTING AGREEMENTS

1 Excluded Existing Agreements

2 Included Existing Agreements

3 Global Agreements

[Condition L2]

ANNEX 6

IDENTIFIED ABATABLE CHARGES FOR

COMMON STATION AMENITIES AND COMMON STATION SERVICES

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Amenity/service |  | Period |  | % of [User's Daily General Charge] [Daily Long Term Charge] [SFO's Daily Share] [SFO's Daily Long Term Charge] applicable to  amenity/service |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [ ] |  | [ ] |  | [ ] |

[Condition L2]

ANNEX 7

SLIDING SCALE OF ABATEMENT FOR FAILURE TO OPEN

STATION DURING AGREED OPENING TIMES

ANNEX 8 [Condition N5]

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 Station Access Agreement with the Station Facility Owner whereby the Station Facility Owner granted to the Beneficiary permission to use the Station for or in connection with the operation of trains by itself or its Associates.

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

(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 Station set out in the Station Access Conditions.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, where the context admits:

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

"Station Access Conditions" means the Station Access Conditions and the annexes referred to in paragraph 2 of Schedule 1;

"Station Access Agreement" means the agreement referred to in paragraph 3 of Schedule 1 for permission to use the Station, as such agreement shall be modified from time to time; and

"Station Facility Owner" means the person whose name and registered office are specified in paragraph 4 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 Station Access Condition.

1.3 Headings Headings shall be disregarded in construing this Agreement.

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

2. CONDITION

2.1 Condition precedent

Subject to Clause 2.2.1, the provisions of this Agreement shall have effect upon the Station 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, 6, 7 and 8 shall come into effect and be binding on the parties immediately upon signature of this Agreement.

2.2.2 All other clauses shall come into effect and be binding on the parties on the Collateral Commencement Date.

2.3 Non-satisfaction

If the condition precedent in Clause 2.1 shall not have been satisfied in full on or before the Commencement Date, as defined in the Station Access Agreement, this Agreement shall lapse and neither party shall have any liability to the other under or in respect of it.

3. STATION ACCESS CONDITIONS

3.1 Incorporation

The Station 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 Station Access Conditions as incorporated in this Agreement pursuant to Clause 3.1; 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 Station Access Agreement

Subject to Clause 2.3, this Agreement shall terminate on the lapse, expiry or termination by any other means of the Station Access Agreement.

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 STATION ACCESS AGREEMENT AND STATION FACILITY OWNER'S INTEREST

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

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

6.3 Amendment

6.3.1 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;

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

6.4 Assignment

Subject to Clauses 6.5 and 6.6, 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.

6.5 Novation of Beneficiary's rights and obligations

If the Beneficiary is a franchise 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:-

6.5.1 the Station Access Agreement is novated to the Franchising Director or his nominee before or at the same time as this Agreement is novated to the Franchising Director;

6.5.2 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

6.5.3 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 6.5.2.

6.6 Termination and novation of Railtrack's rights and obligations

6.6.1 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 Station 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).

6.6.2 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 Station.

6.7 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 of 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. NOTICES AND COMMUNICATIONS

7.1 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.

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

7.2.1 if sent by hand, recorded delivery or pre-paid first class post, when so delivered; and

7.2.2 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.

8. GOVERNING LAW AND SUBMISSION TO JURISDICTION

8.1 Governing law

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

8.2 Jurisdiction

Subject to the provisions of the Station 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. Station Access Conditions

(a) The National Station Access Conditions 1996 [(England and Wales)] [(Scotland)]; and

(b) the annexes relating to the Station (ORR Ref: [ ])

as each is modified in respect of the Station from time to time with the approval of the Regulator and as each is incorporated in the Station Access Agreement

3. Station Access Agreement

Access Agreement dated [ ] 199[ ] between the Station Facility Owner and the Beneficiary, granting the Beneficiary permission to use [ ] station as modified from time to time with the approval of the Regulator.

4. Details of Station Facility Owner:

Name: [ ]

Registered Office: [ ]

SCHEDULE 2

Addresses for Service

1. Address for service on Railtrack:

(Attention: [ ])

[Address]

[Fax No.]

2. Address for service on the Beneficiary:

(Attention: [ ])

[Address]

[Fax No.]

SIGNED by [ ] )

on behalf of RAILTRACK PLC )

SIGNED by [ ] )

on behalf of [ ] )

ANNEX 9

MISCELLANEOUS PROVISIONS

(1) The Demarcation Agreements are provided for in the [details of relevant all Supplemental Agreements].

(2) The agreement referred to in the definition "Included Existing Agreements" is the [Supplemental Agreement] made [ 1994] between [ ] and [ ] which forms part of the Railtrack Transfer Scheme [British Rail Telecommunications Transfer Scheme,] [The Waterloo and City Transfer Scheme and Putney Bridge to Wimbledon Transfer Scheme].

(3) The amount referred to in the definition "Long Term Charge" is £ per annum.

(4) The percentage referred to in the definition "Requisite Majority" is [ ].

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

(6) The sum to which the Minimum Sum will be rounded down and the sum which the minimum will not be less than in Condition E2.3.2 are £5,000.

(7) The amount which the Minimum Sum will not be greater than in Condition E2.3 is £175,000.

(8) The number of days referred to in Condition F2.3 is 7.

(9) The amount referred to in Condition F10.5.2 is [ ]%.

(10) The number of days referred to in Condition G4.2 is the number of days comprised in the period commencing on the date on which these Station Access Conditions first become fully effective and ending on the date which is 30 days prior to the date on which the Franchising Director issues an invitation to tender pursuant to section 26 of the Act in respect of any railway passenger services operated by the Station Facility Owner.

(11) The amount referred to in Condition H2.1 is £5,000.

(12) The amount referred to in Condition H2.2 is £5,000.

(13) The amount referred to in Condition H4.4 is £20,000.

(14) The amount referred to in Condition L7.1.2(a) is 1% of the Relevant Operator's share of the Long Term Charge subject to a minimum of £1,000.

(15) The amount referred to in Condition L7.1.2(b) is 1% of the Relevant Operator's share of Qualifying Expenditure subject to a minimum of £1,000.

(16) The amount referred to in Condition L7.1.2(c) is 1% of the Access Charge payable by the User in question subject to a minimum of £1,000.

(17) The amount referred to in Condition L7.1.3(a) is 5% of the Relevant Operator's Long Term Charge subject to a minimum of £3,000.

(18) The amount referred to in Condition L7.1.3(b) is 5% of the Relevant Operator's share of Qualifying Expenditure subject to a minimum of £3,000.

(19) The amount referred to in Condition L7.1.3(c) is 5% of the Access Charge payable by the User in question subject to a minimum of £3,000.

(20) The amount referred to in Condition N1.6.2(b) is £[ ].

(21) The number of years referred to in Condition Q1.1 is 6.

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

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

(24) The area(s) of the concourse and the durations referred to in paragraph 1.1 of Annex 1 are [        ]

(25) The display of posters at the domestic poster sites (if any) referred to in paragraph 4.12 of Annex 1 shall be offered to the relevant Passenger Operator making use of such sites as at 31 December 1998 as an Exclusive Station Service at no greater than the prevailing market rate.

(26) The Core Facilities referred to in the definition "Material Change Proposal" are those ticket sales and passenger information facilities and the messrooms, cloakrooms and staff toilets referred to in Annex 1 in the paragraph headed "Core Facilities" (if any).

(27) The Long Term Charge Commencement Date is [ ].

(28) The Light Maintenance Services to be provided (other than on an exclusive basis) referred to in the final sub-paragraph of Annex 1 are such Light Maintenance Services as were being provided (other than on an exclusive basis) at the Station on 4 February 1996.

ANNEX 10

DISREPAIRS TO BE REMEDIED

1 [list Elements of the Station or Equipment which are in disrepair, where Repair is the responsibility of the Station Facility Owner and the disrepair is to be remedied]

2 [state any timescale and cost limits, if any, on such repair]

ANNEX 11

PRODUCTION OF SPECIFICATIONS

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

[insert details of those Common Services and/or those items of Repair and/or Maintenance which are the obligations of the Station Facility Owner where specifications are required] ("the Specifications")

2 The Station Facility Owner shall, as soon as reasonably practicable and by no later than [               ] [in respect of [ ] and no later than in respect of [ ]], deliver to each User its proposals for the 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 approval of the Regulator, 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 reach agreement with each other on the Specifications, the Station Facility Owner shall promptly submit the Specifications to the Regulator for his approval.

5 If the Station Facility Owner and the Users fail to reach agreement with each other on any of the Specifications within [90] days of the delivery of the Station Facility Owner's proposals for such Specifications, the matters in dispute may be referred by any of them for determination by an arbitrator appointed and acting in accordance with the relevant provisions of the Access Dispute Resolution Rules. Such determination shall:

5.1 be made having regarding to:

5.1.1 the matters as respects which duties are imposed on the Regulator under section 4 of the Act;

5.1.2 the Station Facility Owners and each Users requirements in respect of the relevant obligation; and

5.1.3 the principle that any Specification should detail on a fair and reasonable basis how the relevant obligation referred to in paragraph 1 is to be performed and should not otherwise increase the burden of such obligations;

5.2 be final and binding on the Station Facility Owner and the Users; and

5.3 establish the relevant Specifications, which shall be submitted by the arbitrator to the Regulator for approval under section 22 of the Act on behalf of the Station Facility Owner and each User.

6 If any Specifications which have been submitted to the Regulator pursuant to this Annex are approved by the Regulator, such Specifications shall become effective in accordance with the terms of his approval. If not so approved, such Specifications shall not have effect.

ANNEX 12

REPAIR AND MAINTENANCE SPECIFICATIONS

[If Repair and Maintenance to be carried out by the Station Facility Owner are to be further specified and the specifications are agreed, insert the specifications. If not agreed, then Annex 11 can be used to determine them.]