

# Marked up General Approval showing amendments

## **Annex C: The Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2022**

The Office of Rail and Road, in exercise of the powers conferred upon it by section 22(3) of the Railways Act 1993, gives the following general approval.

### **Citation, commencement and revocation**

**1. (1) This general approval may be cited as the Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval 2022.**

(2) This general approval comes into force on Date TBC.

(3) The general approvals listed in the Annex are hereby revoked from Date TBC.

### **Interpretation**

**2. (1) In this general approval:**

“access agreement” means an agreement entered into after 1 April 1994 under which Network Rail Infrastructure Limited grants a beneficiary permission to use its track for or in connection with the provision of services;

“additional” means, in the context of services, either a new service that was not previously in the contract, or a physical (not temporal) extension of an existing service to a further start/end point; in the context of station calls it means an extra call at a station for which the beneficiary already holds calling rights or a new call at a station that the beneficiary does not currently serve;

“Additional Permitted Charges” has the meaning ascribed to it in Schedule 7 to the access agreement;

“beneficiary” includes an operator of trains;

“Berthing Offset” has the meaning ascribed to it in the Performance Data Accuracy Code;

“Consultation” means a consultation of potentially affected parties carried out by Network Rail Infrastructure Limited in accordance with the Industry code of practice for track access application consultations;

“Contingent Right” has the meaning ascribed to it in Schedule 5 to the access agreement;

“financial effect” means a change in the sums payable by one party to another under an access agreement;

“Firm Right” has the meaning ascribed to it in Part D of the Network Code;

“Industry code of practice for track access application consultations” means the current document of that name published by the Office of Rail and Road, which may be amended from time to time;

“Network Code” means the document of that name incorporated by reference in any access agreement;

“Passenger Train Slot” has the meaning ascribed to it in Schedule 5 to the access agreement;

“Performance Data Accuracy Code” has the meaning ascribed to it in Part B of the Network Code;

“Principal Change Date” has the meaning ascribed to it in Part D of the Network Code;

“services” means services for the carriage of passengers by railway, comprising a journey from one station to another with a number of station calls between the start and end points; not all services need call at each potential calling point;

“Specified Equipment” has the meaning ascribed to it in the access agreement;

“Sponsor” has the meaning ascribed to it in Part F of the Network Code;

“Subsidiary Change Date” has the meaning ascribed to it in Part D of the Network Code;

[\[“Winter Change Date” has the meaning ascribed to it in Part D of the Network Code;\] \(May be included depending on outcome of BTPF project\)](#)

“Timetable Period” means, as the context requires, either the period between one Timetable Change Date and the Timetable Change Date subsequent to it,; and

“Vehicle Change” has the meaning ascribed to it in Part F of the Network Code.

(2) In this general approval:

(a) unless the context otherwise requires, terms and expressions defined in the Railways Act 1993 shall have the same meanings in this general approval;

(b) the Interpretation Act 1978 applies to this general approval in the same way as it applies to an enactment; and

(c) unless the context otherwise requires, any reference to a numbered paragraph is a reference to the paragraph in this general approval which bears that number.

## **Approval of amendments**

3. The parties to an access agreement may make to that agreement any amendment of the description specified in paragraphs 4 to 17 below subject to any restrictions stated therein.

## **Types of amendment for which approval is given**

### *Amendment of the expiry date of an access agreement*

4. The parties to an access agreement may amend the definition of the expiry date in order to bring forward the expiry of that agreement.

### *Removal of routes in Schedule 2*

5. (1) The parties to an access agreement may amend Schedule 2 to that agreement to delete one or more of the routes contained therein.

(2) Where an amendment is made under sub-paragraph (1), the parties to the access agreement may also make any consequential changes to the paragraphs in Schedule 2 which are appropriate to reflect that amendment.

### *Contingent Rights for additional services lasting up to 90 days [“no more than one timetable period” if BTPF proposed amendments to timetabling change dates are adopted]*

6. (1) Subject to sub-paragraph (2) below, the parties to an access agreement may amend that agreement to permit a beneficiary to use any track for or in connection with:

(a) the provision of services;

(b) an additional station call;

(c) the extension of services that would otherwise expire, subject to the exclusions set out in paragraph (2); and

(d) the making of train movements which are necessary or reasonably required to enable such services to be provided (including the provision of stabling).

(2) Sub-paragraph (1) above does not apply to any amendment where:

- (a) the amendment lasts longer than 90 days [one timetable period];
- (b) the amendment confers a Firm Right;
- (c) the amendment allows the use of track which the beneficiary does not already have permission to use where such additional use would be for a period in excess of seven days;
- (d) the amendment involves a change to the types of railway vehicles which may be used on any track under the access agreement, except where this change is within the scope of paragraph 8 below; or
- (e) the right conferred is the same or substantially the same as a permission to use which was previously authorised by a General Approval and which would otherwise expire.
- (f) the amendment does not result in a disbenefit being conferred on any other operator.

(3) If the beneficiary intends for the rights conferred to last for more than 90 days [one timetable period], it must apply for these on a permanent basis by means of a specific approval under Section 22 of the Act so that the rights will be in place before the expiry of the General Approval. The rights may not be further extended by means of another General Approval.

(4) The General Approval may not be used to extend a track access contract in its entirety.

*Amendments to list of Specified Equipment in Table 5.1 of Schedule 5*

7. (1) Subject to sub-paragraph (2) below, the parties to an access agreement may add to, or delete any of, the Specified Equipment in Table 5.1 of Schedule 5.

(2) Where an addition to the Specified Equipment constitutes a Vehicle Change, the amendment may only be made if:

- (a) the process stipulated under Part F of the Network Code has been completed and the Sponsor is entitled to implement the Vehicle Change; or
- (b) it has effect for no longer than 28 days, and is not the same or substantially the same as an amendment which was previously authorised by a general approval and which would otherwise expire.

*Contingent Rights to special or seasonal events*

8. (1) The parties to an access agreement may amend paragraph 2.8 of Schedule 5 to that agreement by inserting or substituting (as the case may be) the following provision:

“2.8 The Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:

(a) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in table 2.1 or 2.2; and

(b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.

(2) Where an amendment is made pursuant to sub-paragraph (1), the parties may delete any table in Schedule 5 made redundant as a consequence of that amendment.

*Permanent or temporary reductions in the number of passenger train slots and consequential changes*

9. (1) Subject to sub-paragraph (4), the parties to an access agreement may amend Schedule 5 to that agreement to:

(a) permanently delete any of the tables in Schedule 5;

(b) permanently delete any of the rows in any of the tables in Schedule 5;

(c) permanently reduce the number of Firm Rights or Contingent Rights in Schedule 5;.or

(d) insert footnotes to effect the temporary reduction of service quantum in any of the tables in Schedule 5 for a maximum of 90 days.

(2) Where an amendment is made under sub-paragraph (1), the parties to the access agreement may also make any consequential changes to the tables and paragraphs in Schedule 5 which are appropriate to reflect that amendment.

(3) Where an amendment is made under sub-paragraph (1)(d), the parties to the access agreement may reinstate the previous quantum of rights only if the reduction is effective for a maximum of 90 days. If the reduction has exceeded this period the parties must reapply for the rights by means of a specific approval under Section 22 of the Act. (4) An

amendment may not be made under this paragraph 9 if it would involve removing a condition or limitation on any of the access rights in Schedule 5, unless the access rights in question would themselves be removed from the access agreement.

### **Additional permitted charges**

10. (1) Subject to sub-paragraphs (2) and (3), the parties to an access agreement may amend Part 5 of Schedule 7 of that agreement to include new Additional Permitted Charges.

(2) An amendment may only be made under sub-paragraph (1) if:

- (a) the total of all Additional Permitted Charges agreed pursuant to this general approval would not be more than £20,000 in any one year;
- (b) it would apply for no longer than one year; and
- (c) it is not the same or substantially the same as an amendment which was previously authorised by a general approval and which would otherwise expire.

*(3) Prior to the making of an amendment under sub-paragraph (1), Network Rail shall demonstrate to the beneficiary how the Additional Permitted Charge reflects the incremental costs to Network Rail of providing the service to which the charge relates.*

(4) The parties to an access agreement may remove from that agreement any Additional Permitted Charges where such charges have been included in that access agreement pursuant to sub-paragraph (1) above.

#### *Amendments to Annex B to Part 3 of Schedule 4*

11. The parties to an access agreement may amend the Viable Transfer Point data in Annex B to Part 3 of Schedule 4.

#### *Amendments to Appendix 7C of Schedule 7*

12. The parties to an access agreement may amend the Default Train Consist Data in Appendix 7C of Schedule 7.

13. The parties to an access agreement may amend the Traction Type in Appendix 7D of Schedule 7 to enact On-Train Metering of Traction Electricity.

*Amendments to Appendices 1 and 3 of Schedule 8 to reflect corrections to berthing offsets*

14.(1) *Where the magnitude of one or more Berthing Offsets is changed through the process set out in the Performance Data Accuracy Code and this change gives rise to a financial effect (all other things being equal), the parties to the access agreement concerned may amend Appendices 1 and/or 3 of Schedule 8 to the access agreement only to the extent necessary to neutralise that financial effect.*

(2) An amendment made under (1) may be applied retrospectively provided that the amendment would not come into effect any earlier than the date on which the magnitude of the Berthing Offsets in question was changed.

*Amendments to Column J of Appendix 1 to Schedule 8 to reflect changes in monitoring points*

15. The parties to an access agreement may amend the monitoring point data in Column J of Appendix 1 to Schedule 8.

*Disapplication of Schedule 8 for early morning services on New Year's Day*

16. The parties to an access agreement may amend that agreement to disapply Schedule 8 (the performance regime) such that neither Network Rail Infrastructure Limited nor the beneficiary shall incur any liability to the other under Schedule 8 in relation to any cancellation of or interruption or delay to the operation of Passenger Train Slots for services that are operated between 0000 and 0500 hours on New Year's Day.

*[Amendment of references to "Principal Change Date (PCD)" or "Subsidiary Change Date (SCD)" into directly equivalent dates*

17. (1) Subject to sub-paragraph (2), the parties to an access agreement may, for the purposes of bringing their contract into line with the most recent timetable planning schedule, amend references in any part of the contract from the "Principal Change Date (PCD)" or "Subsidiary Change Date (SCD)" to the directly equivalent date.

(2) An amendment may only be made under sub-paragraph (1) if this does not bring about the extension of the expiry date of the contract or of any rights contained therein.]

**Amendments relating to amounts payable**

17/18. Paragraphs 5 to 10 and 12 to 16/17 [dependent on inclusion of paragraph 17 in final document] of this general approval do not extend to any amendment to an access agreement that relates to mechanisms for the calculation of the amounts which are payable for or in respect of any permission to use.

**Emyl Lewicki**

**Duly authorised by the Office of Rail and Road**

**[Date]**

EXPLANATORY NOTE (this does not form part of the general approval)

Section 22(3) of the Railways Act 1993 (“the Act”) enables the Office of Rail and Road (“ORR”) to give its approval in advance to certain amendments to access agreements. As long as an amendment falls wholly within the terms and conditions of a general approval, the parties to the access agreement in question may amend it without seeking ORR’s specific approval of the amendment. If it does not come within the scope of the general approval, a specific approval under section 22 or directions under section 22A, section 22C or Schedule 4A to the Act must be obtained. Amendments which have not been approved by ORR - either under a general approval or a specific approval, or made pursuant to directions - are void.

The General Approval is primarily intended to effect small-scale changes which are of low risk and low impact to the parties to the access agreement and other potentially affected parties. ORR anticipates that it will be used to support industry efficiency in cases where greater regulatory oversight is not required. We do not expect that it will be regularly used to compensate for late-notice changes which have been directed without giving sufficient notice to implement the full supplementary agreement process; however, when the General Approval is the only option in such cases we would envisage that the primary benefit will be to limit the impact of such failures of procedure on the running of the timetable and on passenger experience.



## Annex A: Table of changes – draft Passenger Access (Short Term Timetable and Miscellaneous Changes) General Approval

The revised draft General Approval published above shows all changes from the version that we published for consultation in September 2022, in red text. The table of changes in this Annex highlights material changes only, i.e., those that have the effect of amending or substantively clarifying, particular clauses. Minor changes, including reordering of clauses and edits for plain language reasons, are not included.

Original paragraph number	Original content	New paragraph number	Proposed new content
<b>New, in 2.(1) after “access agreement... provision of services;</b>			“additional” means, in the context of services, either a new service that was not previously in the contract, or a physical (not temporal) extension of an existing service to a further start/end point; in the context of station calls it means an extra call at a station for which the beneficiary already holds calling rights or a new call at a station that the beneficiary does not currently serve;
<b>2.(1) “services... by railway;</b>	“services” means services for the carriage of passengers by railway;	n/a	“services” means services for the carriage of passengers by railway, comprising a journey from one station to another with a number of station calls between the start and end points; not all services need call at each potential calling point;

Original paragraph number	Original content	New paragraph number	Proposed new content
<b>New, in 2.(1) after “Subsidiary ... Network Code;</b>	N/a	N/a	“Winter Change Date” has the meaning ascribed to it in Part D of the Network Code;
<b>2.(1) “Timetable... subsequent to it;</b>	“Timetable Period” means, as the context requires, either the period between one Principal Timetable Change Date and the Subsidiary Timetable Change Date subsequent to it, or the period between one Subsidiary Change Date and the Principal Change Date subsequent to it; and	N/a	“Timetable Period” means, as the context requires, either the period between one Timetable Change Date and the Timetable Change Date subsequent to it,; and
<b>6.(1)</b>	6. (1) Subject to sub-paragraph (2) below, the parties to an access agreement may amend that agreement to permit a beneficiary to use any track for or in connection with:  (a) the provision of services; and  (b) the making of train movements which are necessary or reasonably required to enable such services to be provided (including the provision of stabling).	N/a	6. (1) Subject to sub-paragraph (2) below, the parties to an access agreement may amend that agreement to permit a beneficiary to use any track for or in connection with: (a) the provision of services; (b) an additional station call; (c) the extension of services that would otherwise expire, subject to the exclusions set out in paragraph (2); and (d) the making of train movements which are necessary or reasonably required to enable such services to be provided (including the provision of stabling).

Original paragraph number	Original content	New paragraph number	Proposed new content
6.(2)	<p>(2) Sub-paragraph (1) above does not apply to any amendment that confers on a beneficiary a permission to use that:</p> <p>(a) lasts longer than 90 days;</p> <p>(b) confers a Firm Right;</p> <p>(c) allows the use of track which the beneficiary does not already have permission to use where such additional use would be for a period in excess of seven days;</p> <p>(d) involves a change to the types of railway vehicles which may be used on any track under the access agreement, except where this change is within the scope of paragraph 8 below; or</p> <p>(e) is the same or substantially the same as a permission to use which was previously authorised by a General Approval and which would otherwise expire.</p>	N/a	<p>(2) Sub-paragraph (1) above does not apply to any amendment where:</p> <p>(a) the amendment lasts longer than 90 days [one timetable period];</p> <p>(b) the amendment confers a Firm Right;</p> <p>(c) the amendment allows the use of track which the beneficiary does not already have permission to use where such additional use would be for a period in excess of seven days;</p> <p>(d) the amendment involves a change to the types of railway vehicles which may be used on any track under the access agreement, except where this change is within the scope of paragraph 8 below;</p> <p>(e) the right conferred is the same or substantially the same as a permission to use which was previously authorised by a General Approval and which would otherwise expire; or</p> <p>(f) the amendment does not result in a disbenefit being conferred on any other operator.</p>

Original paragraph number	Original content	New paragraph number	Proposed new content
<b>New after 6.(2)</b>	N/a	<b>6.(3)</b>	(3) If the beneficiary intends for the rights conferred to last for more than 90 days [one timetable period], it must apply for these on a permanent basis by means of a specific approval under Section 22 of the Act so that the rights will be in place before the expiry of the General Approval. The rights may not be further extended by means of another General Approval.
<b>New after 6.(3)</b>	N/a	<b>6.(4)</b>	(4) The General Approval may not be used to extend a track access contract in its entirety.

Original paragraph number	Original content	New paragraph number	Proposed new content
8.(1)	<p>The parties to an access agreement may amend paragraph 2.8 of Schedule 5 to that agreement by inserting or substituting (as the case may be) the following provision:</p> <p>“2.8 The Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:</p> <p>(a) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in table 2.1 or 2.2; and the whole of the relief Passenger Train Slot operating over the Routes as described in Schedule 2;</p> <p>(b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.the relief Passenger Train Slot calling at stations listed in column 2 and/or column 3 of Table 4.1;</p> <p>(c) the relief Passenger Train Slot operating using the Specified Equipment; and</p> <p>(d) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.”</p>	N/a	<p>The parties to an access agreement may amend paragraph 2.8 of Schedule 5 to that agreement by inserting or substituting (as the case may be) the following provision:</p> <p>“2.8 The Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:</p> <p>(a) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in table 2.1 or 2.2; and</p> <p>(b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.</p>

Original paragraph number	Original content	New paragraph number	Proposed new content
9.(1)	<p>Subject to sub-paragraph (3), the parties to an access agreement may amend Schedule 5 to that agreement to:</p> <p>(a) delete any of the tables in Schedule 5;</p> <p>(b) delete any of the rows in any of the tables in Schedule 5; and</p> <p>(c) permanently reduce the number of Firm Rights or Contingent Rights contained in Schedule 5.</p> <p>.</p>	N/a	<p>Subject to sub-paragraph (4), the parties to an access agreement may amend Schedule 5 to that agreement to:</p> <p>(a) permanently delete any of the tables in Schedule 5;</p> <p>(b) permanently delete any of the rows in any of the tables in Schedule 5;</p> <p>(c) permanently reduce the number of Firm Rights or Contingent Rights in Schedule 5;.or</p> <p>(d) insert footnotes to effect the temporary reduction of service quantum in any of the tables in Schedule 5 for a maximum of 90 days.</p>
New after 9.(2)	N/a	9.(3)	<p>Where an amendment is made under sub-paragraph (1)(d), the parties to the access agreement may reinstate the previous quantum of rights only if the reduction is effective for a maximum of 90 days. If the reduction has exceeded this period the parties must reapply for the rights by means of a specific approval under Section 22 of the Act.</p>

Original paragraph number	Original content	New paragraph number	Proposed new content
<b>New after 10.(4)</b>	N/a	<b>11.</b>	<p><i>Amendments to Annex B to Part 3 of Schedule 4</i></p> <p>11. The parties to an access agreement may amend the Viable Transfer Point data in Annex B to Part 3 of Schedule 4.</p>
<b>New after 12.</b>	N/a	<b>13.</b>	<p>13. The parties to an access agreement may amend the Traction Type in Appendix 7D of Schedule 7 to enact On-Train Metering of Traction Electricity.</p>
<b>New after 14.(2)</b>	N/a	<b>15.</b>	<p><i>Amendments to Column J of Appendix 1 to Schedule 8 to reflect changes in monitoring points</i></p> <p>15. The parties to an access agreement may amend the monitoring point data in Column J of Appendix 1 to Schedule 8.</p>

Original paragraph number	Original content	New paragraph number	Proposed new content
<b>New after 16.</b>	N/a	<b>17.</b>	<p><i>[Amendment of references to “Principal Change Date (PCD)” or “Subsidiary Change Date (SCD)” into directly equivalent dates</i></p> <p>17. (1) Subject to sub-paragraph (2), the parties to an access agreement may, for the purposes of bringing their contract into line with the most recent timetable planning schedule, amend references in any part of the contract from the “Principal Change Date (PCD)” or “Subsidiary Change Date (SCD)” to the directly equivalent date.</p> <p>(2) An amendment may only be made under sub-paragraph (1) if this does not bring about the extension of the expiry date of the contract or of any rights contained therein.]</p>
<b>14.(1) – 15.(4)</b>	“Types of amendment for which approval is given subject to the conduct of a prior consultation... may last no longer than one Timetable Period and may not confer any Firm Right”	<b>N/a</b>	All content to be deleted.



Original paragraph number	Original content	New paragraph number	Proposed new content
<b>New after first paragraph of “Explanatory Note”</b>	N/a	<b>N/a</b>	The General Approval is primarily intended to effect small-scale changes which are of low risk and low impact to the parties to the access agreement and other potentially affected parties. ORR anticipates that it will be used to support industry efficiency in cases where greater regulatory oversight is not required. We do not expect that it will be regularly used to compensate for late-notice changes which have been directed without giving sufficient notice to implement the full supplementary agreement process; however, when the General Approval is the only option in such cases we would envisage that the primary benefit will be to limit the impact of such failures of procedure on the running of the timetable and on passenger experience.
<b>Explanatory Note – paragraph 2 onwards</b>	“Paragraph 4... entered into the public register”	<b>N/a</b>	All content to be deleted.