

Reference number:

DATED: _____ 20[]

Between

[]
as Station Facility Owner

- and -

[]
as Beneficiary

[name of Station]
[Station Specific Annex reference]

DIVERSIONARY GBR STATION ACCESS AGREEMENT

(Access by passenger operators for the
purposes of diversionary access)

Draft subject to consultation and further amendment

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THIS AGREEMENT is made on [] day of [] 20[]

BETWEEN:-

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

BACKGROUND

- (A) The Station Facility Owner is the facility owner of the Station.
- (B) The Beneficiary is a passenger service operator who wishes to obtain permission to use the Station.
- (C) The Station Facility Owner has agreed to grant the Beneficiary and its Associates such permission on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement, where the context admits:

"1993 Act" means the Railways Act 1993;

"2026 Act" means the Railways Act 2026;

"Access Charge" has the meaning set out in Clause 6.1;

"Beneficiary Event of Default" has the meaning attributed to it in Clause 5.2.1;

"Change of Law" has the meaning given to it in the Station Code;

"Charging Scheme Statement" means a statement issued by GBR in respect of a charging scheme equivalent to the scheme described in section 64 of the 2026 Act;

"Commencement Date" means the date set out in paragraph 3 of Schedule 1;

"Default Interest Rate" means an interest rate of 2 per cent per annum above the base lending rate published from time to time by the Bank of England (or such other financial institution as the parties may agree) during the relevant period;

"Event of Default" means a Beneficiary Event of Default or a Station Facility Owner Event of Default, as the context requires;

"Exclusive Charges" means the sum of the charges for the Exclusive Station Services as such charges are specified in Schedule 2 subject to such variations agreed

between the parties in writing and signed on their behalf by their duly authorised representatives or are determined in accordance with Schedule 2;

"Exclusive Station Services" means, the services specified in Schedule 2 subject to such variations agreed between the parties in writing and signed on their behalf by their duly authorised representatives or are determined in accordance with Schedule 2;

"Expiry Date" means, the date specified in paragraph 4 of Schedule 1;

"GBR" means Great British Railways Limited, a company registered in England under number [**] having its registered office at [**];

"GBR Code" means the document of that name as published on [**];

"Insolvency Event" means, in relation to either of the parties, where:

- (a) any step which has a reasonable prospect of success is taken by any person with a view to its administration under Part II of the Insolvency Act 1986;
- (b) it stops or suspends or threatens to stop or suspend payment of all or a material part of its debts, or is unable to pay its debts, or is deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986, except that in the interpretation of this paragraph:
 - (i) section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for "£750" there were substituted "£50,000" or such higher figure as the parties may agree from time to time in writing
 - (ii) section 123(1) and (2) of the Insolvency Act 1986 shall have effect as if the words "it is proved to the satisfaction of the court that" did not appear in those sections; and
 - (iii) it shall not be deemed to be unable to pay its debts for the purposes of this paragraph if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is satisfied before the expiration of 21 days from such demand;
- (c) its directors make any proposal under section 1 of the Insolvency Act 1986, or it makes any agreement for the deferral, rescheduling or other readjustment (or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors) of all or a material part of its debts, or a moratorium is agreed or declared in respect of or affecting all or a material part of its debts;
- (d) any step is taken to enforce Security over or a distress, execution or other similar process is levied or sued out against the whole or a substantial part of its assets or undertaking, including the appointment of a receiver, administrative receiver, manager or similar person to enforce that Security;
- (e) any step is taken by any person with a view to its winding-up or any person presents a winding-up petition which is not dismissed within 14 days, or it ceases or threatens to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation,

reorganisation, merger or consolidation on terms approved by the other party before that step is taken (which approval shall not be unreasonably withheld or delayed); or

- (f) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above, unless:
 - (i) in any case, a railway administration order (or application for it) has been made or such order (or application) is made within 14 days after the occurrence of such step, event, proposal or action (as the case may be) in relation to that party pursuant to sections 60, 61 or 62 of the 1993 Act and for so long as any such order (or application) remains in force or pending; or
 - (ii) in the case of paragraphs (a), (d) or (e), or (f) in relation to matters analogous or equivalent to the matters referred to in paragraphs (a), (d) and (e), the relevant petition, proceeding or other step is being actively contested in good faith by that party with timely recourse to all appropriate measures and procedures;

"Passenger Services" means, those railway passenger services provided by or on behalf of the Beneficiary pursuant to the permission to use track granted in accordance with the Track Access Agreement;

"Safety Authorisation" and "deemed Safety Authorisation" have the meanings given to "safety authorisation" and "deemed safety authorisation" in the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

"Safety Certificate" and "deemed Safety Certificate" have the meanings given to "safety certificate" and "deemed safety certificate" in the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

"Scottish Ministers" has the meaning given in section 44 of the Scotland Act 1998;

"Secretary of State" means, the Secretary of State for Transport and/or where this agreement relates to matters within their responsibility, the Scottish Ministers;

"Security" means any mortgage, pledge, lien (other than a lien arising by operation of law) hypothecation, security interest or other charge or encumbrance;

"SNRP" has the meaning given to it by the Railways (Licensing of Railway Undertakings) Regulations 2005;

"Station" means the station described in paragraph 5 of Schedule 1;

"Station Code" means, in respect of the Station:

- (a) the GBR Station Code [2027] published on [.....]; and
- (b) the annexes relating to the Station as specified in paragraph 5 of Schedule 1,

as each is modified in respect of the Station from time to time and as each is incorporated in this Agreement;

"Station Facility Owner Event of Default" has the meaning attributed to it in Clause 5.2.3;

"Suspension Notice" means, a notice served by one party on the other pursuant to Clause 5.3;

"Termination Notice" means, a notice served by one party on the other pursuant to Clause 5.4.1 or 5.4.2, as the case may be; and

"Track Access Agreement" means, the agreement for use of track, referred to in paragraph 7 of Schedule 1.

1.2 References

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 this Agreement include, unless otherwise indicated, the Station Code. References to any Condition shall be construed as a reference to the relevant Station Code Condition.

1.3 Sub-contractors

Where a party has sub-contracted its rights or obligations under this Agreement to any third party in accordance with Clause 7.6, references to that party in this Agreement shall, with the exception of Clause 6 and without prejudice to Clause 7.6, include references to any sub-contractor so appointed.

1.4 Station Code

Where the context admits, words and expressions defined in the Station Code or which fall to be construed in accordance with such Station Code shall bear the same meanings and constructions in this Agreement and the rules of interpretation set out in the Station Code shall apply throughout this Agreement.

1.5 Exclusive Station Services

The provisions of Schedule 2 (if any) shall apply as to the terms and conditions on which the Station Facility Owner shall provide Exclusive Station Services to the Beneficiary.

2 CONDITIONS PRECEDENT

2.1 Conditions Precedent

Subject to Clauses 2.2 to 2.4, the provisions of this Agreement shall not have effect until the following conditions precedent (so far as they are applicable to each party) shall have been satisfied in full:

2.1.1 the Station Facility Owner is authorised to be the operator of the Station by a licence granted under section [7B] of the 1993 Act or is exempt from the requirement to be so authorised under section 7 of the 1993 Act;

2.1.2 the Station Facility Owner holds a Safety Authorisation or deemed Safety Authorisation in relation to the operation of the Station;

- 2.1.3 the Track Access Agreement becoming effective in accordance with its terms (save for any condition relating to this Agreement becoming effective);
- 2.1.4 the Beneficiary holds a Safety Certificate or deemed Safety Certificate in relation to its operation of trains; and
- 2.1.5 an Insolvency Event not having occurred in relation to either of the parties.

2.2 Obligation to satisfy Conditions Precedent

The parties shall use all reasonable endeavours to secure that the following conditions precedent are respectively satisfied in full by them (and that notice of such satisfaction is promptly given by each party to the other party) as soon as practicable and, in any event, not later than the Commencement Date:

- 2.2.1 in the case of the Station Facility Owner, the conditions precedent contained in Clauses 2.1.1 and 2.1.2; and
- 2.2.2 in the case of the Beneficiary, the conditions precedent contained in Clauses 2.1.3 and 2.1.4.

2.3 Entry into effect

- 2.3.1 Clauses 1 (other than Clause 1.5), 2, 4, 5, 7, 8.1, 8.3, 9 and 10 and Condition 1 shall come into effect and be binding on the parties immediately upon this Agreement being signed and dated by the parties.
- 2.3.2 All other Clauses and Conditions shall come into effect and be binding on the parties on the Commencement Date.

2.4 Non-satisfaction

- 2.4.1 If any of the conditions precedent in Clause 2.1 shall not have been satisfied in full on or before the Commencement Date, this Agreement (except Clause 2.4.2) 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 any of Clauses 2, 4, 5, 7, 9 and 10.
- 2.4.2 The obligations of confidence provided for in the Clause 8.1 shall continue in force for the period of years indicated in that Clause after this Agreement has otherwise ceased to have effect.

3 **PERMISSION TO USE THE STATION**

- 3.1 The Station Facility Owner hereby grants the Beneficiary and its Associates permission to use the Station.
- 3.2 In consideration of the permission granted to the Beneficiary and its Associates by the Station Facility Owner in Clause 3.1 and the performance by the Station Facility Owner of its other obligations under this Agreement, the Beneficiary shall pay the Access Charge in accordance with Clause 6, Part [6] and, as applicable, Part 6A, 6B or 6C of the Station Code.

4 STATION CODE

- 4.1 The Station Code is incorporated in and shall form part of this Agreement.
- 4.2 The Station Facility Owner shall ensure that all operators of trains having permission to use the Station agree to comply with the Station Code.
- 4.3 During the term of this Agreement, each of the parties shall duly and punctually perform, observe and comply with its obligations set out in the Station Code as incorporated in this Agreement pursuant to Clause 4.1.

5 TERM AND TERMINATION

5.1 Term

This Agreement shall continue in force until the earliest to occur of:

- (a) lapse pursuant to Clause 2.4;
- (b) termination pursuant to this Clause 5 or Condition 41 of the Station Code;
- (c) the Expiry Date;
- (d) upon the closure of the Station following the expiry of any period of experimental operation of the Station (or its related passenger services) under s56A of the Transport Act 1962 or s48 of the 1993 Act or following compliance with any statutory requirements for such closure; and
- (e) notwithstanding Clause 5.4.3(c), the expiry of a period of notice, such period to be not less than 180 days, given by either party to the other.

5.2 Events of default

5.2.1 Beneficiary Events of Default

The following shall be Beneficiary Events of Default:

- (a) Insolvency: An Insolvency Event occurs in relation to the Beneficiary;
- (b) Breach of the Agreement: The Beneficiary commits a material breach of its obligations under this Agreement;
- (c) Force Majeure: The Beneficiary fails to perform its obligations under this Agreement to any material extent for a continuous period of 90 days as a result of an event of Force Majeure;
- (d) Loss of Licence: The Beneficiary ceases to be authorised to be the operator of trains by a licence granted under section 8 of the 1993 Act or by a SNRP or licence granted or recognised under the Railway (Licensing of Railway Undertakings) Regulations 2005 (whether by revocation or otherwise) unless it is exempt from the requirement so to be authorised;

- (e) Loss of Safety Certificate: The Beneficiary ceases to hold a Safety Certificate or deemed Safety Certificate whether because it has been revoked or otherwise;
- (f) Track Access Termination: Termination of the Track Access Agreement unless the Beneficiary shall become a party to an access agreement in relation to track which is contiguous to the Station on or before the date which is not later than 30 days after the termination of the Track Access Agreement (any such agreement being thereafter treated as the Track Access Agreement); and
- (g) Non-operation: No trains operated by the Beneficiary or on its behalf depart from the Station for a continuous period of more than 90 days.

5.2.2 The Beneficiary shall notify the Station Facility Owner promptly on becoming aware of the occurrence of a Beneficiary Event of Default.

5.2.3 Station Facility Owner Events of Default

The following shall be Station Facility Owner Events of Default:

- (a) Insolvency: An Insolvency Event occurs in relation to the Station Facility Owner;
- (b) Breach of the Agreement: The Station Facility Owner commits a material breach of its obligations under this Agreement;
- (c) Force Majeure: The Station Facility Owner fails, for a continuous period of 90 days, to perform its obligations under this Agreement to any material extent as a result of an event of Force Majeure;
- (d) Loss of Licence: The Station Facility Owner ceases to be authorised to be the operator of the Station by a licence granted under section [7B] of the 1993 Act (whether by revocation or otherwise) unless it is exempt from the requirement so to be authorised under section 7 of the 1993 Act; and
- (e) Loss of Safety Authorisation: The Station Facility Owner ceases to hold a Safety Authorisation or deemed Safety Authorisation in respect of the Station, whether because it has been revoked or otherwise.

5.2.4 The Station Facility Owner shall notify the Beneficiary promptly on becoming aware of the occurrence of a Station Facility Owner Event of Default.

5.3 Suspension

5.3.1 Right to suspend

- (a) The Station Facility Owner may serve a Suspension Notice where a Beneficiary Event of Default has occurred and is continuing, provided the relevant Event of Default is reasonably capable of remedy.
- (b) The Beneficiary may serve a Suspension Notice where a Station Facility Owner Event of Default has occurred and is continuing,

provided the relevant Event of Default is reasonably capable of remedy.

5.3.2 Contents of a Suspension Notice

A Suspension Notice shall specify:

- (a) the nature of the relevant Event of Default;
- (b) the date and time at which suspension is to take effect;
- (c) in the case of a Suspension Notice served on the Beneficiary, reasonable restrictions imposed on the grant to the Beneficiary and its Associates of permission to use the Station while the Suspension Notice is in force;
- (d) in the case of a Suspension Notice served on the Station Facility Owner, details of any suspension on the grant to the Beneficiary of the permission to use the Station while the Suspension Notice is in force;
- (e) the steps reasonably required to remedy the relevant Event of Default; and
- (f) a reasonable grace period for the defaulting party to remedy it (and where the relevant Event of Default is a failure to pay any part of the Access Charge, seven days shall be a reasonable grace period).

5.3.3 Effects of a Suspension Notice served by the Station Facility Owner

Where the Station Facility Owner has served a Suspension Notice on the Beneficiary:

- (a) the Beneficiary shall comply with any reasonable restriction thereby imposed on it;
- (b) the Suspension Notice shall remain in full force and effect until it has been revoked either in whole or in part by notice from the Station Facility Owner to the Beneficiary pursuant to Clause 5.3.5(d); and
- (c) service of a Suspension Notice shall not affect the Beneficiary's continuing obligation to pay the Access Charge.

5.3.4 Effect of a Suspension Notice served by the Beneficiary

Where the Beneficiary has served a Suspension Notice on the Station Facility Owner:

- (a) it shall have the effect of suspending the permission to use the Station to the extent specified in such Suspension Notice;
- (b) the amount of the Access Charge payable shall be abated to the extent that it corresponds to the suspended part of the Beneficiary's permission to use the Station; and

- (c) the Suspension Notice shall remain in full force and effect until it has been revoked either in whole or in part by notice from the Beneficiary to the Station Facility Owner pursuant to Clause 5.3.5(d).

5.3.5 Suspension to be proportionate to breach

- (a) A Suspension Notice served pursuant to Clause 5.3.1 in respect of any Beneficiary Event of Default which relates only to particular Station Services or particular Common Station Amenities shall, so far as reasonably practicable, apply only to:
 - (i) those Station Services; and
 - (ii) those Common Station Amenities,

(or (as the case may be) parts or part of them) and the remainder of the rights and obligations of the parties shall remain in full force and effect.
- (b) A Suspension Notice served pursuant to Clause 5.3.1 in respect of any Station Facility Owner Event of Default which relates only to particular Station Services or particular Common Station Amenities shall, so far as reasonably practicable, apply only to:
 - (i) those Station Services; and
 - (ii) those Common Station Amenities,

(or (as the case may be) parts or part of them) and the remainder of the rights and obligations of the parties shall remain in full force and effect.
- (c) The party served with a Suspension Notice shall, with all reasonable diligence, take such steps as shall be reasonable and necessary to remedy the Event of Default and shall keep the party serving the Suspension Notice fully informed of the progress which is being made in remedying the Event of Default.
- (d) Where a party served with a Suspension Notice has complied with its obligations under Clause 5.3.5(c) (whether in whole or in part) and it is reasonable for the suspension effected by the Suspension Notice to be revoked (whether in whole or in part), the party which shall have served the Suspension Notice shall revoke the suspension to that extent. Such revocation shall be effected as soon as practicable after the remedy in question, by notice to the other party specifying the extent of the revocation and the date on which it shall have effect.

5.4 Termination

5.4.1 The Station Facility Owner's right to terminate

The Station Facility Owner may serve a Termination Notice on the Beneficiary where:

- (a) the Beneficiary fails to comply with any material restriction in a Suspension Notice;
- (b) the Beneficiary fails to comply with its obligations under Clause 5.3.5(c); or
- (c) except during the period of a Suspension Notice relating to it, a Beneficiary Event of Default has occurred and is continuing.

5.4.2 The Beneficiary's right to terminate

The Beneficiary may serve a Termination Notice on the Station Facility Owner:

- (a) where the Station Facility Owner fails to comply with its obligations under Clause 5.3.5(c); or
- (b) except during the period of a Suspension Notice relating to it, where a Station Facility Owner Event of Default has occurred and is continuing; or
- (c) pursuant to Clause 7.3.7.

5.4.3 Contents of Termination Notice

A Termination Notice shall specify:

- (a) the Station to which it relates;
- (b) the nature of the relevant Event of Default;
- (c) the date and time at which termination is to take effect, which shall not be earlier than the later of 30 days after such notice is given and the expiry of any grace period under Clause 5.4.3(d)(ii);
- (d) where the relevant Event of Default is capable of remedy:
 - (i) the steps reasonably required to remedy the Event of Default; and
 - (ii) a reasonable grace period within which such steps may be taken (and where the Event of Default is a failure of the Beneficiary to pay the Access Charge, seven days shall be a reasonable grace period).

5.4.4 Effects of a Termination Notice

Where either party has served a Termination Notice on the other:

- (a) the service of the Termination Notice shall not affect the parties' continuing rights and obligations under this Agreement up to the date of termination as specified in the Termination Notice;
- (b) the party which has served the Termination Notice shall withdraw it by notice to the other party upon being reasonably satisfied that the relevant Event of Default has been remedied; and

- (c) this Agreement shall terminate on the date and time specified in the Termination Notice.

5.4.5 The lapse or expiry of this Agreement or the termination of this Agreement by either party shall be without prejudice to any right of action that may have arisen prior to, or may arise in consequence of, such lapse, expiry or termination.

5.5 Exclusion of common law termination rights

The suspension and termination rights set out in this Clause 5 shall be the parties' only rights to suspend or terminate this Agreement, whether pursuant to its terms, at law or otherwise.

5.6 Non-operation of trains

5.6.1 The Beneficiary shall notify the Station Facility Owner whenever it reasonably expects a material interruption to, or material change in, the Passenger Services (by reference to the then current published timetable for provision of such services). Any such notice shall, to the extent reasonably practicable, state the details of any such interruption or change.

5.6.2 Subject to the Station Code, no interruption to the Passenger Services shall affect the Beneficiary's obligation to pay the Access Charge.

6 CHARGES FOR PERMISSION TO USE THE STATION

6.1 The Access Charge for diversionary access shall be £[] per train.

6.2 All invoices, other than VAT invoices which shall be supplied in accordance with Clause 8.2.3(a), shall be sent by electronic transmission (with confirmation copy by prepaid first class post) to the address for service of the recipient set out in Schedule 3 with a copy to the bank or other financial institution providing the payment facility referred to in Clause 6.3 and (save as provided in Condition 33.3 in respect of the Access Charge) all invoices shall be paid within 28 days of their receipt.

6.3 All amounts payable under this Clause 6 shall, except as may otherwise be agreed by the parties from time to time, be paid by direct debit mandate or standing order mandate to such bank account in the United Kingdom as may be nominated by the Station Facility Owner from time to time.

6.4 Further detailed provisions relating to the Common Charges are set out in Part 6 of the Station Code.

7 WHOLE AGREEMENT, VARIATION AND ASSIGNMENT

7.1 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. This Clause 7.1 shall not have the effect of excluding any term implied by law.

7.2 Counterparts

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

7.3 Amendment

7.3.1 This contract may be varied at any time by agreement in writing between the Parties.

7.3.2 Subject to following the process specified in clauses 7.3.3 to 7.3.6, the Station Facility Owner may at any time propose and implement a variation to this Agreement where it considers it necessary to do so:

- (a) to comply with, or give effect to, the Station Facility Owner's licence;
- (b) in order to effect, or as a consequence of, a Charging Scheme Statement;
- (c) in order to implement updated model contract terms;
- (d) in order to comply with a Direction, including of the Office of Rail and Road in exercise of its safety functions, duties and powers under the 1993 Act and Railways and Transport Safety Act 2003;
- (e) in order to effect a change under the Station Code or GBR Code or as a consequence of a change to the Station Code or GBR Code, including a "Change" under Part C of the GBR Code;
- (f) as a result of a Change of Law.

7.3.3 Before implementing any variation under Clause 7.3.2, the Station Facility Owner shall:

- (a) give the Beneficiary written notice of the proposed variation, including reasonable details of its nature, the proposed contractual wording of change, the reasons for it, and its anticipated impact;
- (b) consult the Beneficiary for a period of not less than 30 days from the date of such notice (or such longer period as the Parties may agree); and
- (c) during that period, allow the Beneficiary a reasonable opportunity to make representations in respect of the proposed variation, which may include proposing modifications to the variation.

7.3.4 The Station Facility Owner shall consider any representations made by the Beneficiary in response to the consultation carried out under clause 7.3.3, including any proposed modifications, before deciding whether to proceed with the proposed variation.

7.3.5 The Station Facility Owner shall notify in writing the Beneficiary of its decision pursuant to clause 7.3.4 and give its reasons for the decision.

7.3.6 If the Station Facility Owner decides to proceed with the variation as originally proposed or as modified, the Station Facility Owner shall include in its notice

pursuant to clause 7.3.5, the text of the variation to this Agreement, and specify the date on which the variation shall take effect (being no fewer than five Working Days from the date on which the notice is given) and this Agreement shall be varied in accordance with the terms of such notice with effect from the date specified in the notice.

- 7.3.7 Where the Beneficiary, does not accept a variation notice issued under Clause 7.3.5, it may terminate this Agreement in accordance with Clause 5.4.2.

7.4 Assignment

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.

7.5 Novation

The Parties may novate this Agreement subject to agreement between themselves and any incoming party.

7.6 Sub-contractors

- 7.6.1 Subject to Clause 7.6.3, the Station Facility Owner may subcontract the performance of any of its obligations under this Agreement.

- 7.6.2 Subject to Clause 7.6.3 the Beneficiary shall not, without the prior written consent of the Station Facility Owner (such consent not to be unreasonably withheld or delayed), sub-contract the performance of any of its obligations under this Agreement.

- 7.6.3 Nothing in this Clause 7.6 shall operate so as to relieve the Station Facility Owner or the Beneficiary of its obligations under this Agreement and each party shall remain responsible for the acts and omissions of any sub-contractor as if they were the acts and omissions of that party.

7.7 Ceasing to be a facility owner

- 7.7.1 In this Clause 7.7:

- (a) "a relevant disposal" means the disposal or the creation of any estate, interest, right or title in or to the Station which, whether or not with the passage of time or the giving of notice, may result in another person becoming the facility owner in respect of the Station but does not include the creation of Security over the Station; and
- (b) "Security" means any mortgage, pledge, lien (other than a lien arising by operation of law), hypothecation, security interest or other charge or encumbrance.

- 7.7.2 The Station Facility Owner shall not make a relevant disposal otherwise than to a person holding a station licence in respect of the Station who prior to the making of the relevant disposal has novated the access agreements of all Users.

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

8 GENERAL

8.1 Confidentiality

- 8.1.1 Except as permitted by Clause 8.1.2 or Clause 8.1.3, all data and information acquired or received by any party under or pursuant to a Station Access Agreement shall be held confidential during the continuance of such agreement and for a period of six years thereafter, and shall not be divulged in any way to any third party without the prior written approval of the other party.
- 8.1.2 Any party to the Station Access Agreement shall be entitled in good faith to divulge any data or information to which Clause 8.1.1 applies without the approval of the other party to the following third parties and, where relevant, in the following circumstances:
- (a) to the Secretary of State;
 - (b) to the Health and Safety Executive;
 - (c) to any Affiliate of such party upon obtaining an undertaking of strict confidentiality from such Affiliate;
 - (d) to any officer or employee of the party in question or any person engaged in the provision of goods or services to or for them if disclosure is necessary or expedient to enable the party in question to perform its obligations under the Station Access Agreement or to enforce its rights under such Agreement, upon obtaining an undertaking of strict confidentiality from such person (other than such an officer or employee of the party in question);
 - (e) to any person who has entered into bona fide discussions with the Station Facility Owner in relation to the entry by that person into a Station Access Agreement, in respect of information in any set of financial accounts (and supporting information) in respect of the Common Station Amenities and Common Station Services, upon obtaining an undertaking of strict confidentiality from such person;
 - (f) to any lender, security trustee, bank or other financial institution from whom such party or any person referred to in Clauses 8.1.2(c) to 8.1.2(e) is seeking or obtaining finance, upon obtaining an undertaking of strict confidentiality from such entity or advisers;
 - (g) to any professional advisers or consultants of such party or any of the foregoing persons and acting in that capacity, upon obtaining an undertaking of strict confidentiality from such advisers or consultants;

- (h) to the extent required by applicable law, any licence, authorisation or regulatory requirement applicable to the rules of any recognised stock exchange or regulatory body or any written request of any taxation authority;
- (i) to the extent that it has become available to the public other than as a result of any breach of an obligation of confidence;
- (j) pursuant to the order of any court or tribunal of competent jurisdiction;
- (k) to London Underground Limited to the extent that:
 - (1) such information is in respect of the interaction between the operations of the Station Facility Owner and the Users and the operation of railway passenger services by London Underground Limited; and
 - (2) it is necessary to divulge such information for the safety and efficiency of any such operations or services; or
- (l) to a passenger transport executive or its successor to the extent that the party disclosing the same is legally obliged to do so.

8.1.3 The Station Facility Owner may disclose information to which Clause 8.1.1 applies if and to the extent that Part 9 of Schedule 7 of any access agreement conferring permission to use track for the purpose of operation of trains for the carriage of passengers by railway so provides.

8.2 Payments, default interest and VAT

8.2.1 Default interest: If any party to a Station Access Agreement defaults in the payment, when due, of any sum payable under such agreement (howsoever determined), the liability of such party shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (both before and after judgment) at the Default Interest Rate. All such interest shall be calculated on the actual number of days elapsed and a 365-day year.

8.2.2 Payments gross: All sums due under a Station Access Agreement shall be paid:

- (A) without deduction or withholding in respect of duties, taxes, taxation or charges otherwise of a taxation nature, unless the deduction or withholding is required by law, in which event the payer shall:
 - (1) ensure that the deduction or withholding does not exceed the minimum amount legally required;
 - (2) account to the relevant taxation or other authorities within the period for payment permitted by the applicable law for the full amount of the deduction or withholding; and
 - (3) furnish to the payee within the period for payment permitted by the relevant law either an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or

withheld or, if such receipts are not issued by the taxation authorities concerned, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and

- (B) free and clear of any other deduction, withholding, set-off or counterclaim save only as may be required by law or in accordance with the Station Access Agreement.

8.2.3 VAT:

- (A) Where any taxable supply for VAT purposes is made under or in connection with the Station Access Agreement by a party to that agreement to any other party, the payer shall, in addition to any payment required for that supply, pay upon presentation of a valid tax invoice such VAT as is chargeable in respect of that supply.
- (B) Where under the Station Access Agreement a party to that agreement has agreed to reimburse or indemnify any other party in respect of any payment made or cost incurred by the other then the first party shall also reimburse any VAT paid by the other which forms part of its payment made or cost incurred to the extent such VAT is not available for credit for the other, or for any person with which the indemnified party is treated as a member of a group for VAT purposes, under sections 25 and 26 of the Value Added Tax Act 1994.
- (C) Where any rebate or repayment of any amount is payable by one party to a Station Access Agreement to any other party, and the first party is entitled as a matter of law or of H.M. Revenue & Customs practice to issue a valid VAT credit note, such rebate or repayment shall be paid together with an amount representing the VAT paid on that part of the consideration in respect of which the rebate or repayment is made and the first party shall issue an appropriate VAT credit note to the other party.

8.3 Invalidity and waiver

- 8.3.1 **Invalidity:** If any provision in the Station Access Agreement shall be held to be void, illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Station Access Agreement but the legality, validity and enforceability of the remainder of such agreement shall not be affected.
- 8.3.2 **Waiver:** No waiver by any party of any default by any other in the performance of any of the provisions of the Station Access Agreement shall operate or be construed as a waiver of any other or further default, whether of a like or different character. The failure to exercise or delay in exercising a right or remedy under the Station Access Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under the Station Access Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 8.3.3 **Time limits:** Where in the Station Access Agreement any obligation of a party is required to be performed within a specified time limit, that obligation shall

be deemed to continue after that time limit if the party fails to comply with the obligation within the time limit.

8.4 [Passenger Transport Executives]

8.4.1 If:

- (A) a passenger transport executive or any successor enters into an agreement pursuant to section 20 of the Transport Act 1968 in relation to the railway passenger services of a Passenger Operator; and
- (B) a notice is at any time given or issued by any party to a Station Access Agreement to which that Passenger Operator is a party in the exercise of any right to terminate that Station Access Agreement, then the party giving or issuing that notice shall promptly after it has done so send a copy of it to the relevant passenger transport executive or its successor.]

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 electronic transmission, to the party on whom the notice is to be served at the relevant address for service set out in Schedule 3, 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, or 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 prepaid first class post, 2 days after posting; and

9.2.2 if sent by electronic transmission, 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 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 Station Code, 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.

11 **RIGHTS OF THIRD PARTIES**

11.1 Application to Third Parties

Except as provided in this Clause 11 or as expressly provided elsewhere in this Agreement, no person who is not a party to this Agreement shall have any right (whether by virtue of any enactment that is part of the applicable law of this Agreement or otherwise) to enforce any term of this Agreement.

11.2 Application to the Secretary of State

The Secretary of State shall have the right (whether by virtue of any enactment that is part of the applicable law of this Agreement or otherwise) to directly enforce such rights as have been granted to them under this Agreement.

IN WITNESS whereof this Agreement has been duly executed.

SIGNED on behalf of
the Station Facility Owner

.....
(Company name)

.....
(Signature)

.....
(Signatory full name)

.....
(Date)

SIGNED on behalf of
the Beneficiary

.....
(Company name)

.....
(Signature)

.....
(Signatory full name)

.....
(Date)

SCHEDULE 1**CONTRACT PARTICULARS**1 Station Facility Owner:

Name: [Great British Railways Limited]

Registered office: []
[]
[]
[]

Company Number: []

2 Beneficiary:

Name: []

Registered office: []
[]
[]
[]

Company Number: []

3 Commencement Date: []4 Expiry Date: []5 Station(s):

The name and address of each Station are specified in columns A and B, respectively, of the Consolidated Station Information Table below, together with the corresponding Station Annexes and applicable Charging Scheme (if any) specified in columns C and D respectively of the Consolidated Station Information Table below.

GBR shall make available further details relating to the Station on request.

6 Not used

7 Track Access Agreement:

Access contract [dated []] between GBR and the Beneficiary [or such agreement as may from time to time replace it] providing permission for the Beneficiary to use track in order to operate trains to and from the Station for the purpose of operating railway passenger services.

[NOTE: THE BENEFICIARY IN THIS PARAGRAPH IS THE BENEFICIARY OF THE TRACK ACCESS AGREEMENT WITH GBR]

8 Not used

9 Excluded Equipment:

The Excluded Equipment in respect of each Station is specified in column E of the Consolidated Station Information Table below.

10 Existing and Adjacent Works

A) Existing Works

The Existing Works in respect of each Station are specified in column F of the Consolidated Station Information Table below.

B) Adjacent Works

The Adjacent Works in respect of each Station are specified in column G of the Consolidated Station Information Table below.

11 Disrepairs to be remedied

The Disrepairs to be remedied in respect of each Station are specified in column H of the Consolidated Station Information Table below.

Table 1: Consolidated Station Information Table

A	B	C	D	E	F	G	H
Station	Station Address	Station Specific Annex	Charging Scheme	Excluded Equipment	Existing Works	Adjacent Works	Disrepairs to be remedied
[insert station name]	[insert station address]	[insert Station Specific Annex reference]	[insert applicable Charging Scheme]	[insert excluded equipment, or "None"]	[insert existing works, or "None"]	[insert adjacent works, or "None"]	[insert disrepairs, where relevant, or "None"]
[insert station name]	[insert station address]	[insert Station Specific Annex reference]	[insert applicable Charging Scheme]	[insert excluded equipment, or "None"]	[insert existing works, or "None"]	[insert adjacent works, or "None"]	[insert disrepairs, where relevant, or "None"]

SCHEDULE 2

EXCLUSIVE STATION SERVICES

[List here any exclusive services specification and charges]

SCHEDULE 3

ADDRESSES FOR SERVICE

1 Address for service on the Station Facility Owner:

(Attention: [])

[]
[]
[]
[]

Contact Details: []

2 Address for service on the Beneficiary:

(Attention: [])

[]
[]
[]
[]

Contact Details: []