

THE GBR STATION CODE

202[7] EDITION

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The following is the GBR Station Code.

PART 1: ORGANISATION OF THE STATION CODE AND DEFINITIONS

1. **General**

1.1 **General Interpretation:** Unless the context otherwise requires:

- (A) This Station Code: References to this Station Code mean this GBR Station Code 2027 and the Annexes to them each as modified from time to time.
- (B) Parts, Conditions, paragraphs and Annexes: References to Parts, Conditions and paragraphs are to Parts, Conditions and paragraphs of this Station Code and references to Annexes are to Annexes to this Station Code.
- (C) References to statutory provisions: References to any enactment include any subordinate legislation made from time to time under it and are to be construed as references to that enactment as from time to time amended or modified or any enactment for the time being replacing or amending it.
- (D) Interpretation Act: Words and expressions defined in the Interpretation Act 1978 shall have the same meanings in this Station Code. The words "include" and "including" shall be construed without limitation.
- (E) Definitions in the 1993 Act and 2026 Act: Terms and expressions defined in sections 1, 81 to 83 (inclusive) and 151 of the 1993 Act and sections [35, 52, 73, 96 and Part 4 of Schedule 2] of the 2026 Act shall, unless the contrary intention appears, have the same meanings in this Station Code.
- (F) Construction of agreements: Reference in any Station Access Agreement or this Station Code to an agreement or any other document includes that agreement or other document as from time to time supplemented, varied, amended or novated (any such being a "change") provided that where the document is a Station Access Agreement or this Station Code such change shall be included only if one of the following conditions shall have been satisfied:
 - (1) if the change is to any part of any Station Access Agreement other than to this Station Code the change will not result or be likely to result in a Relevant Restriction; or
 - (2) the change is made in accordance with the terms of the relevant agreement or this Station Code; or
 - (3) the change is required by applicable law.
- (G) Notices etc: Wherever in this Station Code provision is made for the giving or issuing of any notice, consent or approval by any person, that notice, consent or approval shall, unless otherwise specified, be in accordance with the notice requirements set out in the Station Access Agreement and the words "notify", "consent" or "approve" (and cognate expressions) shall be construed accordingly.

- (H) References to person: Any reference to a person shall be construed as including, where appropriate, a reference to a firm, company, corporation, government, state or agency of a state, any association or partnership (whether or not having separate legal personality) and the legal personal representatives, successors, successors in title and permitted assignees of any of the foregoing.
- (I) Conflict: In the event of any conflict (whether as to interpretation or otherwise) between the provisions of this Station Code and the provisions of a Station Access Agreement, the following order of precedence shall apply:
- (1) this Station Code; and
 - (2) the provisions of that Station Access Agreement.
- (J) Time Limits: Where in this Station Code any obligation of a person is required to be performed within a specified time limit, that obligation shall continue after that time limit if that person fails to comply with that obligation within the time limit.
- (K) Headings: The headings and references to headings shall be disregarded in construing this Station Code.
- (L) Companies Act definitions: The words "subsidiary", "holding company" and "company" shall have the same meanings in this Station Code as in the Companies Act 2006.
- (M) Use of present tense: Use of the present tense means the relevant time or, as the case may be, from time to time during the relevant period.
- (N) Sub-Contractors: Where a party has sub-contracted its obligations under any Station Access Agreement or this Station Code references to that party in any Station Access Agreement or this Station Code shall include references to any sub-contractor so appointed.
- (O) Permission to use: References in this Station Code to the grant to a User of permission to use the Station shall, except where the context otherwise requires, be construed to mean:
- (1) the grant of permission for the User and its Associates to use the Common Station Amenities and to obtain the benefit of the Station Services or Light Maintenance Services 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, whether or not the Station Facility Owner is to provide those services itself or to secure their provision by another; and
 - (2) to the extent reasonably necessary to give full effect to the permission in Condition 1.1(O)(1) and subject to Condition 1.1(P), permission for the User and its Associates to:
 - (a) enter upon the Common Station Amenities, with or without vehicles;

- (b) bring things onto the Common Station Amenities and keep them there;
- (c) use and maintain any things kept, or buildings or other works constructed, on the Common Station Amenities (whether by the User or another);
- (d) carry out such works as shall have been approved in accordance with this Station Code;
- (e) exercise the rights over the Adjacent Property set out in Part 10; and
- (f) carry out Light Maintenance Services,

provided that the permissions in Conditions 1.1(O)(1) and this 1.1(O)(2) shall be in common with, but not in priority to, any other User in respect of the Common Station Amenities or Common Station Services and shall be subject, in each case and in all respects, to:

- (3) this Station Code;
 - (4) any Relevant Restriction arising under any Existing Agreement; and
 - (5) whilst exercising any permissions conferred by Condition 1.1(O)(2) any other restriction on such permissions which may from time to time be reasonably imposed by the Station Facility Owner in accordance with the Station Access Agreement.
- (P) Permission to use under Condition 1.1(O)(2): In relation to the permissions specified in Condition 1.1(O)(2):
- (1) the User shall and shall procure that its Associates (other than passengers) shall, wherever reasonably practicable, first obtain the consent of the Station Facility Owner (which consent shall not be unreasonably withheld or delayed);
 - (2) the User shall promptly remove any vehicle or other thing so brought onto the Common Station Amenities when reasonably directed to do so by the Station Facility Owner; and
 - (3) the User shall, and shall procure that its Associates shall, comply with such reasonable restrictions or instructions as the Station Facility Owner shall specify.
- (Q) Good Faith: The Station Facility Owner and all Users shall, in exercising their respective rights and complying with their respective obligations under this Station Code, (including when conducting any discussions or negotiations arising out of the application of this Station Code or exercising any discretion under them) at all times act in good faith.
- (R) "an after tax basis": References in this Station Code to an after tax basis shall be construed to mean payments of the monies which are the subject of the indemnity after:

- (1) first, if the cost, loss or other matter in respect of which the monies are to be paid gives rise to any relief from taxation for the beneficiary of the indemnity, by reducing the amount of such payment by the amount of tax saved (or deemed to be saved on the basis of the assumptions set out below) by the beneficiary by virtue of the relief;
- (2) secondly, if the indemnity is subject to taxation in the hands of the beneficiary, by increasing the amount of the payment after any reduction under Condition 1.1(R)(1) such that the net amount retained by the beneficiary after the deduction of the tax suffered (or deemed to be suffered on the basis of the assumptions set out below) by the beneficiary in respect of such indemnity payment equals the amount of the payment after any reduction under Condition 1.1(R)(1),

and in applying the above, it shall be assumed that:

- (3) for the purposes of Condition 1.1(R)(1), the amount of tax saved shall be the difference between:
 - (a) the amount of tax which would have been payable by the beneficiary in respect of the accounting period of the beneficiary in which relief arises, on the assumption that the beneficiary is subject to tax on its Taxable Profits in such accounting period; and
 - (b) the amount of tax which would have been payable by the beneficiary in respect of such accounting period, on the assumption that the beneficiary is subject to tax on an amount equal to its Taxable Profits in such accounting period minus the amount of such relief;

and, if the beneficiary's Taxable Profits in the relevant accounting period are less than such relief, it shall be assumed for the purposes of both calculations that the Taxable Profits in such accounting period are equal to such relief;

- (4) for the purposes of Condition 1.1(R)(2), the amount of the deduction in respect of any tax suffered shall be the difference between:
 - (a) the amount of tax which would have been payable by the beneficiary in respect of the accounting period of the beneficiary in which the indemnity payment is taxable, on the assumption that the beneficiary is subject to tax on its Taxable Profits in such accounting period; and
 - (b) the amount of tax which would have been payable by the beneficiary in respect of such accounting period, on the assumption that the beneficiary is subject to tax on an amount equal to its Taxable Profits in such accounting period minus the amount of such indemnity payment as increased under Condition 1.1(R)(2) (the "grossed up amount");

and, if the beneficiary's Taxable Profits in the relevant accounting period are less than the grossed up amount, it shall be assumed for the purposes of both calculations that the Taxable Profits in such accounting period are equal to the grossed up amount; and

- (5) for the purposes of applying the above clauses on each occasion that an indemnity payment falls to be made, the beneficiary's "Taxable Profits" in the relevant accounting period shall be deemed to be the beneficiary's profits in such accounting period (as defined in section 6 of the Income and Corporation Taxes Act 1988 ("ICTA")), as reduced by all reliefs other than the relief referred to in Condition 1.1(R)(1) arising in respect of such occasion and trading losses carried back under sub-section 393A(1)(b) of ICTA but including for the avoidance of doubt charges on income, group relief and trading losses carried forward (to the extent not attributable to the relief referred to in Condition 1.1(R)(1) arising in respect of such occasion).

In any case where an indemnity payment falls to be made on an "after tax basis", the adjustments referred to above shall be calculated by the auditors of the beneficiary (acting as experts and not as arbitrators) whose calculations shall be binding on the parties in the absence of manifest error and whose costs shall be borne in equal shares by the beneficiary and the indemnifying party and, if such adjustments cannot be conclusively determined at the time when the indemnity payment is required to be made, the auditors shall provide an estimate of the adjustments which are likely to be required and the indemnity payment shall be made on the basis of such estimate and, as and when such adjustments can be conclusively determined, such payment will be made either by or to the beneficiary as may be required to give effect to the above paragraphs.

1.2 Definitions: In this Station Code, unless the context otherwise requires:

"1993 Act" means the Railways Act 1993;

"2026 Act" means the Railways Act 2026;

"Accepted" means a notification made in response to a Material Change Proposal in which a Material Change Consultee states, or is deemed to have stated, that, so long as the scope and detail of the Proposal remain materially unaltered it does not, and will not object to the implementation of the Proposal and will sign the relevant Co-operation Agreement or be deemed to have accepted that Co-operation Agreement. The words "accept", "acceptance" and "accepting" shall be construed accordingly;

"Access Charge" has the meaning attributed to it in the Station Access Agreement;

"Accounting Half-Year" means a period of six months commencing at the commencement of each Financial Year;

"Accounting Period" means a period of 28 days or such other period of between 21 and 35 days as shall be determined by the Station Facility Owner on reasonable grounds;

"Accounting Year" means the First Year, the Last Year and any complete Financial Year during the term of a Station Access Agreement;

"Adjacent Property" means all or any part of the land, buildings, structures or other works (including the Network) not forming part of the Station but adjoining, above, below or near the Station belonging to the Station Facility Owner for the time being and for the purpose of Part 10, includes any other property not belonging to the Station Facility Owner but over which the Station Facility Owner has rights for the time being sufficient to permit the Station Facility Owner to confer the rights referred to in Part 10;

"Affiliate" in relation to a company means:

- (a) a company which is either a holding company or a subsidiary of such company; or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary;

"Asset Protection Agreement" means an agreement concerned with matters such as the safe management of the works, the discharge of obligations in relation to the safety of persons on or near the Network, the protection of the operational integrity of train operations and other work being undertaken on the Network, achieving good working practices in order to protect the condition and integrity of the assets and systems that make up the Network, providing a clear definition of roles and responsibilities, and containing authorisations required to undertake the work and (if appropriate) containing a requirement to take any relevant Station and Network assets back into use once the work is complete;

["Associate" has the meaning attributed to "associate" in section 17(7) of the 1993 Act;]

"Barrow Crossing" means any link across the track beyond the end of any two or more platforms at the Station designed for use by barrows, trolleys or similar apparatus or as a foot crossing;

"British Rail Telecommunications Transfer Scheme" means the transfer scheme made under section 85 of the 1993 Act by the Board in favour of BR Telecommunications Limited with an effective date of 01 April 1994 and references to that scheme (where the context requires) include any transfer scheme which affects or is made in addition to that scheme made from time to time under Section 85 of the 1993 Act by the Board with an effective date after 01 April 1994;

"Business Day" means any weekday (other than a Saturday) on which banks are open for domestic business in the City of London [or Glasgow] [and Cardiff];

"Change" means any of the following:

- (a) Works or activities at the Station which (whether during or after their completion) would be likely:
 - (i) materially to affect:
 - (1) the operation of trains to or from the Station; or

- (2) the ability of a User's Associates to pass to or from trains operated by or on behalf of that User which stop at the Station; or
 - (3) the operation of the Station; or
- (ii) to change materially the condition (or working order), standard or quantum of the Common Station Amenities or the Common Station Services at the Station, other than in accordance with the provisions of Parts 4 or 13; or
- (iii) to make any amenity or service which is not a Common Station Amenity or Common Station Service, a Common Station Amenity or a Common Station Service (as the case may be) at the Station or vice versa; or
- (iv) to alter the periods during which the whole or any part of the Station is open to the public or to any User or its Associates, other than in accordance with the provisions of Part 4; or
- (v) to result in the relocation of any Core Facility as referred to in paragraph 21 of Annex 8 or any Station Facility as referred to in Condition 105;
- (b) (except where such may arise pursuant to an Existing Agreement) the entering into of any agreement or other arrangement or the variation of an existing agreement or arrangement the purpose or effect of which involves or is likely to involve any of the matters described in paragraph (a) of this definition (excluding any agreement or arrangement entered into pursuant to the agreements referred to in Condition 109) provided that this paragraph (b) shall not prevent the entry by the Station Facility Owner into an access contract;
- (c) any change to this Station Code or the Annexes including but not limited to any change to the Plan other than either:
 - (i) a change to the Station Code carried out in accordance with Part 2; or
 - (ii) (save where paragraph (a) (ii) above of this definition applies) a change to the quantities in Appendix 4 to Annex 1; and/or
- (d) the grant of wayleaves, dedications or easements affecting the Station where such grant imposes a Relevant Restriction or prevents the use of the Station for the provision of Station Services,

but not works or activities carried out in the performance of any obligation under this Station Code (including without limitation under Parts 4 or 13) which is not expressed in this Station Code to require compliance with Part 3 whether or not such performance would otherwise fall within this definition;

"Change in Control" means a change in control of any User ("control" for this purpose having the meaning ascribed to it in Part II of the passenger licence held by the User);

"Change of Law" means the application to any person of any Legal Requirement which did not previously so apply or the change of any Legal Requirement applying to that person (including any such Legal Requirement ceasing to apply, being withdrawn or not being renewed) other than in relation to:

- (a) corporation tax (or any other tax of a similar nature replacing corporation tax on profits or gains); or
- (b) Value Added Tax;

"Commencement Date" has the meaning attributed to it in the relevant Station Access Agreement;

["Common Charges" means, in relation to each Passenger Operator, the aggregate of:

- (a) the following for Managed Stations:
 - (i) the relevant Passenger Operator's Proportion of the Fixed Charges; and
 - (ii) the Passenger Operator's Proportion of the Long Term Charge determined pursuant to Condition 41; and
- (b) the following for Non-Managed Stations and FRI Stations:
 - (i) the Residual Variable Charge;
 - (ii) the Fixed Charges in respect of which that Passenger Operator shall have made an election pursuant to Condition 33; and
 - (iii) the Passenger Operator's Proportion of the Long Term Charge determined pursuant to Condition 41;

"Common Station Amenities" means:

- (a) in respect of a Passenger Operator, the amenities at the Station specified in paragraphs 1 and 2 of Annex 1 and Condition 100; and
- (b) in respect of any operator of trains with permission to use the Station which is not a Passenger Operator, the amenities at the Station specified in paragraph 1 of Annex 1 and Condition 100,

in each case where possible identified as such on the Plan, to the extent they are available as at the Commencement Date unless otherwise specified in Annex 1 or Condition 100, as modified by such changes as shall be implemented from time to time in accordance with Part 3;

"Common Station Services" means:

- (a) in respect of a Passenger Operator the services supplied at the Station specified in Conditions 102 and 103; and
- (b) in respect of any operator of trains with permission to use the Station which is not a Passenger Operator, the services supplied at the Station specified in Condition 102,

in each case to the extent they are available as at the Commencement Date unless otherwise specified in Conditions 102 or 103;

"Competent Authority" means any local, national or supra-national agency, authority, department, inspectorate, minister, ministry, official, court, tribunal, or public or statutory person (whether autonomous or not and including the Secretary of State) whether of the United Kingdom or of the European Union, which has, in respect of a Station Access Agreement or this Station Code, jurisdiction over either or both of the parties to, or the subject matter of, that agreement or this Station Code, provided that "Competent Authority" shall not include:

- (a) His Majesty's Government (or any department, minister, official or nominee thereof) where acting as shareholder of the party in question or other than pursuant to the Crown prerogative or a statutory function or power;
- (b) the ORR, except to the extent that it shall specify by notice to the parties at any time and from time to time, and subject to such conditions (if any) as it shall so specify;
- (c) subject to paragraph (b) above, any court, tribunal or arbitral body exercising its powers in any reference made to it pursuant to or arising out of any access contract or any act or omission or fact, matter or thing associated with any such contract or the relationship created or evidenced by it;

"Conditions Efficacy Date" means the date set out in paragraph 19 of Annex 8;

"Conduits" means pipes, sewers, drains, ducts, conduits, downpipes, gutters, wires, cables, channels, watercourses, flues, interceptors, high pressure air systems, trunking and other conducting media and ancillary apparatus and includes any part of them;

"Consultation Period" means a period of 25 Business Days commencing on the date of submission of the Material Change Proposal or such longer period as the Proposer of the Material Change Proposal may specify in it;

"Consultees" means the Notifiable Change Consultees or the Material Change Consultees as the context may require;

"Co-operation Agreement" means an agreement relating to compensation arrangements in the form of the relevant template Co-operation Agreement being:

- (a) where the Proposer and the Material Change Consultee are railway industry parties, the template Co-operation Agreement contained in Annex 14; and
- (b) where the Proposer is a Station Investor and the Material Change Consultee is a railway industry party the template Co-operation Agreement contained in Annex 15,

in each case customisation for the specific Proposal, to be limited to the insertion of information in areas marked by square brackets or in areas left

blank for the purpose of completion; or the selection of one of various alternative words or phrases;

"Core Facilities" means the amenities which are specified in Condition 104;

"CPI" means the Consumer Prices Index as defined in Condition 42 of this Station Code;

["Daily Charge" means any of the User's Daily General Charge and, in respect of Passenger Operators, the Daily Long Term Charge, as the context requires;]

["Daily Long Term Charge" means for the day in respect of which the calculation falls to be made, an amount calculated in accordance with the following formula:

$$\text{POP} \times \frac{\text{LTC}}{\text{D}}$$

where:

POP = the Passenger Operator's Proportion in relation to the Passenger Operator in question;

LTC = the Long Term Charge; and

D = the number of days in the Accounting Year in question on which Vehicles operated by or on behalf of the Passenger Operator in question are due to depart from the Station as determined in accordance with Condition 41,

provided that in respect of any day on which the Passenger Operator in question has no Vehicle departures the amount shall be nil;]

"Default Responsibility" means the causation of any default as determined in accordance with Condition 72;

"Direction" means, in respect of a Station Access Agreement, any direction, requirement, instruction or rule binding on either or both of the parties, and includes any modification, extension or replacement of any such direction, requirement, instruction or rule for the time being in force;

"Discretionary Third Party Works" means any work, activity or the exercise of any right of any nature which a third party may carry out or exercise (as the case may be) pursuant to any Existing Agreement, having first obtained the consent of the Station Facility Owner pursuant to its provisions;

"Dispute Resolution Body" has the meaning given to it in Part M of the GBR Code;

"Dispute Resolution Procedure" means the procedure set out in Condition 53;

"Elements Inventory" means the inventory contained in Appendix 5 to Annex 1;

"Elements of the Station" means those constituent parts of the Station listed in the Elements Inventory or which form part of the Station from time to time;

"Emergency" means:

- (a) in relation to the Station, any situation or circumstance which the Station Facility Owner reasonably considers constitutes an emergency affecting the Station or railway passenger services or services for the carriage of goods by railway operating to or from the Station; and
- (b) in relation to the operation of the railway passenger services or services for the carriage of goods by railway any situation or circumstance which the User reasonably considers constitutes an emergency affecting such services,

provided that in the event of a dispute between the Station Facility Owner and any User as to what constitutes an emergency in relation to either or both the Station and the operation of such services the Station Facility Owner's determination made in good faith shall be final;

"Environmental Condition" means:

- (a) any Environmental Damage; or
- (b) any event, circumstance, condition, operation or activity which it is reasonably foreseeable is likely to result in Environmental Damage,

which (in either case) in the Station Facility Owner's reasonable opinion could result in the Station Facility Owner incurring any material liability or being subject to the Direction of any Competent Authority or could otherwise materially affect the Station Facility Owner's interest in the Station as an actual or potential railway asset for railway related uses which shall include (but not be limited to) any uses of the Station which are or may be permitted by Condition 88;

"Environmental Damage" means any material injury or damage to persons, living organisms or property (including offence to man's senses) or any pollution or impairment of the environment resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration;

"Environmental Law" means any applicable legislation, treaty, act, regulation or common law relating to pollution or impairment of the environment or protection of the health of humans, animals or plants, but excluding, for the avoidance of doubt, those laws relating specifically to the health and safety of workers in the work place which do not relate to exposure to dangerous or hazardous substances;

"Environmental Liability" means any costs incurred in complying with any claim, judgment, order, notice, direction or injunction of any court or Competent Authority under Environmental Law in relation to Environmental Damage and includes those costs reasonably incurred in taking any action or carrying out any works to prevent, mitigate or remedy Environmental Damage where it is foreseeable that it is likely to result in the Station Facility Owner being subject to a successful claim, judgment, order, notice, direction or injunction of any court or Competent Authority under Environmental Law;

"Environmental Liability Commencement Date" means 3 October 2002;

"Equipment" means the items of equipment, plant, machinery and apparatus at the Station owned by the Station Facility Owner (whether or not listed in the Equipment Inventory) from time to time;

"Equipment Inventory" means the inventory contained in Appendix 4 to Annex 1;

"Excepted Equipment" means any electronic communications apparatus within the extended definition of section 151 of the Telecommunications Act 2003, owned by BR Telecommunications Limited or any other telecommunications operator licensed under that Act;

["Excluded Equipment" means:

- (a) the items of Equipment (if any) referred to in paragraph [10] (Excluded Equipment) of Schedule 1 of the Station Access Agreement;
- (b) electronic communications apparatus within the extended definition in section 151 of the Telecommunications Act 2003 other than Excepted Equipment and Retail Telecom Systems as defined in Equipment Inventory paragraph (10); and
- (c) any item of equipment not included in paragraphs (a) or (b) of this definition or otherwise specified in the Equipment Inventory:
 - (i) which is (from time to time) used exclusively (whether by the Station Facility Owner or at its direction) for the purposes of the Station Facility Owner's railway undertaking or function; and/or
 - (ii) which from time to time forms part of the infrastructure (as defined in the Railways and Other Guided Transport Systems (Safety) Regulations 2006 (S.I.No. 599 2006)) for which the Station Facility Owner is responsible as part of the infrastructure safety case as referred to in the above regulations;]

"Exclusive Period" means in relation to any of the Exclusive Station Services, the period during which the service in question is so provided;

"Exclusive Station Services" has the meaning attributed to it in the Station Access Agreement;

"Exempt Activity" means any work or activity at the Station (or series of works or activities relating to the same project taken as a whole) which:

- (a) is not a Change including but not limited to:
 - (i) replacement in modern equivalent form of any existing Element or Equipment at the Station by the party responsible for Repair of such Element or Equipment under this Station Code; or
 - (ii) the performance of any obligation under this Station Code (including without limitation under Parts 4 and 13) which is not expressed in this Station Code to require compliance with Part 3; or
- (b) a party is obliged or entitled to carry out under a Relevant Agreement, the carrying out of which could not be expected (at the time when it is proposed to begin carrying it out) to:
 - (i) last for more than 28 consecutive days; or

- (ii) materially diminish the number of passengers or trains that are able to use the Station on any day during the implementation period; or
- (c) any person is obliged or entitled to carry out (whether under a Relevant Agreement or otherwise) in order to prevent, remedy, mitigate the effects of:
 - (i) an Emergency or a Network Emergency; or
 - (ii) an Environmental Condition (if, and to the extent that, failure to carry out such work would have a material adverse effect on any person's business or its performance of any functions which it has in relation to railway services);

whether or not the Financial Impact Test is satisfied;

"Existing Agreements" means:

- (a) those agreements and instruments listed or described in Annex 5;
- (b) all wayleaves, easements or licences (or agreements for any of them) relating to the passage of services or Conduits affecting the Station (whether or not so listed in Annex 5) entered into or granted by the Station Facility Owner or its predecessors in title at any time before the Conditions Efficacy Date to:
 - (i) any public or local authority or public utility company or other person carrying out the function of the provision of Services; and
 - (ii) any other person;
- (c) agreements or instruments relating to land now owned by third parties, provided that the rights and liabilities arising under such agreements or instruments were transferred to the Station Facility Owner under the [Railtrack Transfer Scheme];
- (d) all agreements and instruments completed or to be completed pursuant to any agreement referred to in Condition 109;
- (e) all rights of third parties arising, acquired or granted at any time before the Conditions Efficacy Date over or in respect of the occupation of (or the entitlement to occupy) any part of the Station;
- (f) all rights of third parties arising under Statute or by operation of law;
- (g) any rights of third parties over and in respect of the Adjacent Property which result or are likely to result in a Relevant Restriction;
- (h) any Superior Estate Grant; and
- (i) all other agreements entered into after the Conditions Efficacy Date the entering into of which is approved in accordance with Part 3;

"Existing Works" means the works listed in Schedule 1 of the Station Access Agreement and insofar as such works shall have been approved from time to time in accordance with Part 3, any other works;

"Expiry Date" has the meaning attributed to it in the Station Access Agreement;

"Financial Impact Test" means a test of whether the Consultee's costs in relation to any work or activity or series of works or activities relating to the same project taken as a whole either:

- (a) at the Station; or
- (b) where similar works or activities are carried out at more than one station including the Station, at all of the stations,

exceed or are likely to exceed the sum of £8,050, whether during the implementation of the relevant works or activities, or in any one of the first five years following the relevant works or activities, or both, such sum to be indexed annually in line with movements in the CPI as published in November each year;

"Financial Year" means each period of 12 months ending on 31 March;

"First Year" means the period beginning on the Commencement Date and ending on the last day of the Financial Year in which the Commencement Date falls;

"Fixed Charges":

(a) in respect of Managed Stations, means the fixed charges, if any, provided for in respect of the relevant Accounting Year in [Condition 43A]; and

(b) in respect of Non-Managed Stations and FRI Stations, means the fixed charges, if any, proposed to Passenger Operations by the Station Facility Owner pursuant to Condition [32.1].

"Fixed Costs" means all costs, expenses and liabilities payable or incurred by the Station Facility Owner in providing or procuring the provision of the relevant amenity or service for the Accounting Year in question;

"FRI Stations" means those Stations formerly subject to one of:

- (a) the Essex Thameside Station Access Conditions 2014 (FRI Leases) (England and Wales);
- (b) the Anglia Station Access Conditions 2015 (FRI Leases) (England and Wales) (Incorporating amendments with effect from 20 November 2015); or
- (c) the East Coast Main Line Station Access Conditions 2015 (FRI Leases) (England and Wales),

and which, for the remainder of Control Period 7, shall be subject to the charging provisions set out in [Part 6 and Part 6C];

"Full Replacement Cost" means the cost of replacing the Station to the standard set out in Condition 26.2(B) and shall include any Value Added Tax and other taxes payable, reasonable provision for costs escalation between the

commencement or renewal date of insurance cover and the date of replacement, professional and statutory fees, demolition, site clearance and shoring up;

“GBR Code” means the GBR Code as modified from time to time;

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

"Good Industry Practice" means acting in a proper and proficient manner in accordance with methods and practices customarily used in good and prudent railway industry practice (including Railway Group Standards and Safety Obligations) and with that degree of skill, care, diligence and prudence reasonably and ordinarily exercised by experienced and competent operators of stations engaged in similar activities under similar circumstances and conditions;

"Implementation Notice" means a notice served by the Proposer notifying the relevant Consultees of the Proposer's intention to implement the relevant Proposal in accordance with Condition 17;

"Insured Risks" means:

- (a) (to the extent that these are normally insurable in respect of the Station on normal commercial terms with a member of the Association of British Insurers) fire, lightning, explosion, aircraft but not hostile aircraft, subterranean fire, earthquake, riot and civil commotion, malicious damage, impact (including impact by rolling stock of any type), flood, storm, tempest, subsidence; and
- (b) such other insurable risks as the Station Facility Owner and the Users may agree in accordance with the terms of this Station Code;

"Last Year" means the period beginning on the day immediately following the last day of the last complete Financial Year prior to the Expiry Date, and ending on the earlier of the Expiry Date or the date of termination of the Station Access Agreement;

"Legal Requirement" means, in relation to any person, any of the following:

- (a) any enactment to the extent that it applies to that person; and
- (b)
- (c) any interpretation of law, or finding, contained in any judgment given by a court or tribunal of competent jurisdiction in respect of which the period for making an appeal has expired which requires any legal requirement falling within paragraphs (a) or (b) above to have effect in a way which is different to that in which it previously had effect;

"Light Maintenance Services" means any maintenance services for trains specified in Condition 100;

"Long Term Charge" means the amount specified in paragraph 13 of Schedule 1 of the Station Access Agreement subject to variation in accordance with Condition 42.2;

"Long Term Charge Commencement Date" means the date set out in paragraph 13 of Schedule 1 of Station Access Agreement;

"Maintenance" means the carrying out of the following :

- (a) in relation to every part of the Station:
 - (i) any treatment, operation or work of a routine and foreseeable nature whether necessary at regular or irregular intervals which is required (whether by any current statutory or other code of practice or otherwise) from time to time to facilitate the efficient and safe operation and/or use in compliance with the requirements of any Statute of the relevant part for any purpose permitted by the Station Access Agreement;
 - (ii) the replacement of such parts of the Station as require, or are designed for, regular replacement; and
 - (iii) any inspection or certification required by a Statute or for the purpose of any treatment, operation or works described in this paragraph (a); and
- (b) in relation to the Equipment:
 - (i) all treatment, operations and works which are recommended in a current manufacturer's operating or maintenance manual (as updated from time to time) at the intervals and in the manner so recommended; and
 - (ii) necessary to comply with Good Industry Practice, and to the extent of any inconsistency between paragraph (b)(i) and this paragraph (b)(ii), this paragraph (b)(ii) shall prevail;

"Managed Stations" means those Stations formerly subject to the Independent Station Access Conditions and which, for the remainder of Control Period 7, shall be subject to the charging provisions set out in [Part 6 and Part 6A];

"Material Change" means a Change which is or would be the subject of a Material Change Proposal;

"Material Change Consultees" means:

- (a) in respect of a Material Change Proposal made by the Station Facility Owner or a User,
 - (i) each of the Station Facility Owner and/or any User, who is not the Material Change Proposer, and who satisfies the Financial Impact Test;
 - (ii) the Secretary of State, the Scottish Ministers and Welsh Government if they may be affected by the implementation of the Material Change Proposal;
 - (iii) [the appropriate PTE or Transport for London if any of them may be affected by the implementation of the Material Change Proposal;] and

- (iv) any Station Investor who
 - (1) has issued its own Material Change Proposal in relation to the Station before the Proposer makes the Material Change Proposal; or
 - (2) is within the five-year period from when the Station asset(s) identified in its Material Change Proposal became operational

and who satisfies the Financial Impact Test; or

- (b) in respect of a Material Change Proposal made by a Station Investor, all of the parties in paragraphs (a)(i) to (a)(v) above regardless of whether they satisfy the Financial Impact Test,

but a Station Investor shall cease to be a Material Change Consultee:

- (i) upon notifying the Station Facility Owner that it no longer wishes to be a Material Change Consultee in relation to the Station;
- (ii) after its own intended Material Change Proposal in relation to the Station has been abandoned or lapsed; or
- (iii) five years after the Station asset(s) identified in its own Material Change Proposal became operational;

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

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

"Material Change Proposal" means either:

- (a) a Change which if implemented would satisfy the Financial Impact Test in respect of one or more Material Change Consultee(s), but excluding any change to Excluded Equipment by GBR regardless of whether the Financial Impact Test is satisfied; or
- (b) a Change proposed by a Station Investor;

"Materiality Notice" means a notice served under Condition 9.2 or 9.3, or under Condition 10.2 or 10.3;

"Minimum Sum" means the sum specified in paragraph 3 of Annex 8;

"Network" means the network of which the Station Facility Owner is the facility owner and which is situated in England, Wales and Scotland;

"Network Emergency" means any situation or circumstance which the Station Facility Owner reasonably considers requires immediate or urgent action in order:

- (a) to safeguard the safety or security of persons or property on or adjacent to the Network or any part of it; or
- (b) where such situation or circumstance was unforeseen and could not reasonably have been foreseen, to maintain or restore the effective operation of the Network or any part of it;

"Non-Discretionary Change" means a Change required as a result of any Change of Law, Direction of a Competent Authority, or to comply with any Safety Obligation regardless of whether the Financial Impact Test is satisfied;

"Non-Discretionary Change Proposal" means a proposal made in accordance with Condition 13;

"Non-Discretionary Third Party Works" means any work, activity or the exercise of any right of any nature which a third party may carry out or exercise (as the case may be) pursuant to any Existing Agreement without the Station Facility Owner giving or exercising any consent, approval, waiver or discretion;

"Non-Qualifying Material Change Consultee" means each of the Station Facility Owner, any User and/or any Station Investor who is the subject of a Material Change Proposal made by the Station Facility Owner or a User, but who does not satisfy the Financial Impact Test. Such Consultee is entitled to make representations in respect of the Material Change Proposal and object to the Material Change Proposal solely on the ground set out in Condition 11.5(B), but shall not be entitled to recover any Material Change Consultee Costs incurred by that Consultee in relation to such Material Change Proposal. Such Consultee shall not have any other rights granted to a Material Change Consultee under Part 3, unless expressly stated;

"Non-Managed Stations" means those Stations formerly subject to the National Station Access Conditions and which, for the remainder of Control Period 7, shall be subject to the charging provisions set out in [Part 6 and Part 6B];

"Non-Materiality Notice" means a notice served under Condition 9.2 outlining the proposed work or activity and the reason why the responsible party considers it to be an Exempt Activity;

"Notifiable Change" means any Change which is or would be the subject of a Notifiable Change Proposal;

"Notifiable Change Consultees" means any of the following parties (who is not the Proposer of the Notifiable Change Proposal):

- (a) the Station Facility Owner and/or any User; and/or
- (b) any Station Investor who has issued its Proposal in relation to the Station before the Proposer makes the Notifiable Change Proposal, or who is within the five-year period from when the Station asset(s) identified in the Station Investor's Material Change Proposal become operational;

"Notifiable Change Notice" means a notice served under Condition 10.2 outlining the proposed Change and the reason why the Proposer considers it to be a Notifiable Change;

"Notifiable Change Proposal" means a Change which if implemented

- (a) by any Proposer would not satisfy the Financial Impact Test; or
- (b) by the Station Facility Owner would result in any change to Excluded Equipment regardless of whether the Financial Impact Test is satisfied;

"Online Application Process" means the process to be administered via an industry shared web application (if available) using standard formats to which all Notifiable Change Consultees, Material Change Consultees and Station Investors will have access;

"ORR Asset Protection Policies and Guidelines" means the policies and guidelines issued by the ORR in relation to the development of template forms of Asset Protection Agreement within the rail industry (and approved by the ORR as noted in the Investment Framework Consolidated Policy and Guidelines published by the ORR in October 2010 as amended from time to time) but in relation to asset protection requirements where the proposal relates to the commercial exploitation of land on or adjacent to the Network and/or the Station as opposed to primarily passenger enhancements to the Station, then such policies or guidelines are deemed to be amended so that the Station Facility Owner is fully indemnified or otherwise held harmless (at the option of the Station Facility Owner) by the Proposer in respect of those risks, costs and liabilities that would otherwise be subject to the Industry Rail Fund or the GBR Fee Fund (as those expressions are defined in the template forms of Asset Protection Agreement referred to in this definition);

"Passenger Information Systems" means any equipment, notice-boards, visual display units or other media used at the Station to communicate train service information or customer service information to persons at the Station;

"Passenger Operator" means a passenger service operator with permission to use the Station pursuant to a Station Access Agreement [and GBR (acting in its capacity as the provider and operator of railway passenger services and any related train services)];

"Passenger Operator's Departures" means, as at any particular time by reference to which the Passenger Operator's Proportion may be calculated, the number of Vehicles operated by or on behalf of the Passenger Operator which have departed from the Station during a period of the same duration and comprising the same days of the week (including public holidays, if applicable) as the Sample Period, as most recently calculated or estimated (as the case may be) pursuant to Condition 41;

"Passenger Operator's Proportion" means, save as provided in Condition 41.5, as at any time, the proportion which the number of Passenger Operator's Departures bears to the number of Total Departures, as calculated pursuant to Condition 41 for the purposes of the Station Access Agreement;

"Plan" means the plan in Appendix 2 to Annex 1;

"Planning Acts" means the "Planning Acts" as defined in section 336 Town and Country Planning Act 1990 and the Planning and Compensation Act 1991 and any other Statute of a similar nature;

"Potential Users" means potential or prospective beneficiaries at the Station including any other persons which the Station Facility Owner has identified as being a potential or prospective beneficiary at the Station;

"Property Agreement" means an agreement between the Station Investor and the Station Facility Owner for the creation or transfer of an estate or interest in land or for the grant or reservation of an easement, right or privilege in or over land which is required by the Proposer in connection with a Material Change Proposal (such agreement to include, where appropriate, provision for a value payment to be made where any increase or potential increase in the market value of the land of the Proposer or any other financial benefit accruing to the Proposer is attributable wholly or in part to the grant or transfer of such estate or interest, or the grant of easement, right or privilege, over or in respect of the Station);

"Proposal" means a Notifiable Change Proposal, a Material Change Proposal or a Non-Discretionary Change Proposal as the case may be;

"Proposer" means a proposer of either a Notifiable Change Proposal, a Material Change Proposal or a Non-Discretionary Change Proposal as the context may require;

"Qualifying Expenditure" means, in respect of any Accounting Year or Accounting Half-Year, the aggregate of the costs, expenses and fees described in [Condition 43.1] which are incurred during that Accounting Year or Accounting Half-Year, calculated in accordance with [Conditions 43.2 and 43.3];

"Railtrack" means Railtrack PLC, a public limited company incorporated in England and Wales under registered number 2904587, and now known as GBR as defined in this Station Code;

["Railtrack Transfer Scheme" means the transfer scheme made under section 85 of the 1993 Act by the Board in favour of Railtrack PLC with an effective date of 1st April 1994 and references to that scheme (where the context requires) include any transfer scheme which affects or is made in addition to that scheme made from time to time under Section 85 of the 1993 Act by the Board with an effective date after 01 April 1994;]

"Railway Group Standards" means the national technical rules and national safety rules applicable to the mainline railway system which are produced under the procedures set out in the Railway Group Standards Code (or equivalent predecessor documents, including previous versions of that Code) that defines mandatory requirements in respect of the mainline railway system;

"Railway Substructure" means any bridge, viaduct, railway arch, raft, tunnel, passageway or substructure which is either shown unhatched on the Plan or identified pursuant to Part 18 of this Station Code;

"Railway Superstructure" means such part of any bridge which belongs to the Station Facility Owner, viaduct, railway arch, raft or overlying structure which is either shown unhatched on the Plan or identified pursuant to Part 18 of this Station Code;

"Relevant Agreement" means any agreement or other instrument incorporating this Station Code;

"Relevant Date" means the date upon which the first Station Access Agreement in respect of the Station is or was entered into;

["Relevant Operator" means each of the Station Facility Owner and any User;]

"Relevant Restriction" means any material restriction, limitation or other impairment of the User's permission to use the Station;

"Relevant Undertaking" means:

- (a) the offer of an indemnity; or
- (b) an undertaking to procure and provide evidence of insurance,

by the Proposer in favour of each Material Change Consultee who may be affected by the implementation of the Material Change Proposal (up to such maximum total amount in respect of all such Material Change Consultees as is specified in the Proposal), to compensate that Material Change Consultee for

- (i) any damages, losses, liabilities, costs and expenses incurred or suffered by it as a result of the Material Change Proposal not being implemented in accordance with its terms; and
- (ii) any other material adverse effect which the failure to implement the Material Change Proposal in accordance with its terms has on its existing and future business;

"Repair" means in relation to every part of the Station the carrying out of any work required:

- (a) so that the Station is safe for operation and/or use in compliance with the requirements of any Statute for any purpose permitted by the Station Access Agreement; and
- (b) to keep the Station in a condition which is consistent with Good Industry Practice,

but does not include the carrying out of:

- (c) any Maintenance;
- (d) any work to the Station which is the responsibility of any third party now or in the future entitled to occupy any part of the Station under any of the Existing Agreements; or

- (e) renewal of any item for so long as repair may still reasonably be undertaken and the costs of Maintenance are not in consequence increased above a reasonable level;

"Representation Period" means a period of 25 Business Days commencing on the date of submission of the Notifiable Change Proposal, or such longer period as the Proposer of the Notifiable Change Proposal may specify in it;

"Requisite Consents" means all approvals, permissions and consents (whether statutory or otherwise) required from time to time from parties other than the Consultees in respect of the works or activities covered by a Proposal;

"Requisite Majority" means, as at any particular time, Passenger Operators whose Vehicle departures from the Station, expressed as a percentage of Total Departures, as at the relevant date, together are at least equal to 85%;

"Residual Variable Charge" means, in respect of Non-Managed Stations and FRI Stations, such part or whole of the Total Variable Charge in respect of which a Passenger Operator shall have elected or be deemed to have elected to pay pursuant to Condition 33.1;

"Response Period" means a period of 20 Business Days following the end of the Consultation Period;

"Retail Telecom Systems" means the systems identified in (a) below including (but not limited to) items mentioned in (b) below but excluding items mentioned in (c) below:

- (a) public address systems, information display systems (including LED, LCD, or flap-type (Solari boards) and monitoring (monitor based systems), station clock systems, closed circuit TV for crowd control;
- (b) customer terminal/premises equipment associated with such systems e.g. processors, displays, speakers and amplifiers, local cabling and wiring, including any local data/analogue communications devices associated with the Station;
- (c) Circuits connecting retail telecoms systems to remote locations (using intermediate and/or trunk telecoms cabling) or providing connections to other applications (for example, a form of information generator);

"Safety Obligations" means all applicable obligations and laws concerning health and safety (including any duty of care arising at common law, arising under Statute, statutory instrument, and codes of practice compliance with the provisions of which is mandatory) in Great Britain;

"Sample Period" means, in respect of any Accounting Year, the period specified in [Condition 43.4], or such other period as may be agreed between the Station Facility Owner and all Passenger Operators;

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

"Secretary of State" means the Secretary of State referred to in section 4 of the 1993 Act;

"Services" means the supply and, as necessary, disposal of water, surface water, sewage, drainage, soil, gas, electricity, telecommunications and other services or supplies;

"SFO Environmental Indemnity" means the indemnity given by the Station Facility Owner pursuant to Condition 78.2;

"Station" means the Station described in [Schedule 1 of the Station Access Agreement] and includes:

- (a) the buildings, structures, fixtures, fittings, the Station Facility Owner's Conduits, and other works for the time being at the Station, any alteration or additions to the Station and anything which is part of the Station pursuant to Conditions 107 and 108;
- (b) any canopies of the Station which project beyond the black edging on the Plan 2; and
- (c) the Equipment;

but excluding:

- (d) the Excluded Equipment; and
- (e) the Excepted Equipment;

"Station Access Agreement" means any particular access contract incorporating this Station Code;

"Station Facilities" means the amenities which are specified in Condition 100;

"Station Investor" means any person, other than the User or the Station Facility Owner, who makes a Proposal, a grant, loan or other payment for the enhancement or alteration of the Station in connection with related schemes of development, regeneration or corporate adoption which would involve a capital expenditure which is at least the equivalent to the Station Investor's Qualification;

"Station Investor's Qualification" means the sum of £[£80,496]] (exclusive of Value Added Tax) such sum to be indexed annually in line with movements in the CPI;

"Station Services" means the Common Station Services or Exclusive Station Services;

"Statute" includes (with the exception of the 1993 Act and the 2026 Act) every existing or future Act of Parliament and every existing or future instrument, scheme, rule, regulation, bye-law, order, notice, direction, licence, consent or permission made or given under any of them and reference to a Statute includes any amendment, extension or re-enactment of it for the time being in force;

"Subrogation" means: the right of the insurer to legally pursue a third party to recover the amount of the claim paid to the insured for their loss;

"Substantial Damage" means damage or destruction of a building on or at the Station or of any of the Equipment which is so extensive that repair or

reinstatement of that building or that Equipment to its original form would not be economically viable;

"Superior Estate Grant" means the agreement or instrument granting any estate right or interest of any nature:

- (a) under which the Station Facility Owner for the time being holds the Station; or
- (b) for the time being expectant (whether or not immediately) on the expiry or sooner determination of an estate right or interest referred to in paragraph (a); or
- (c) out of which (whether or not immediately) an estate right or interest referred to in paragraph (a) was derived;

"Superior Estate Owner" means any person for the time being entitled to an estate right or interest referred to in paragraph (b) or paragraph (c) in the definition of Superior Estate Grant;

"Third Party Works" means Discretionary Third Party Works and Non-Discretionary Third Party Works;

"Total Departures" means, as at any particular time by reference to which the Passenger Operator's Proportion may be calculated, the number of Vehicles operated by or on behalf of all Passenger Operators which have departed from the Station during a period which is of the same duration and comprising the same days of the week (including public holidays, where applicable) as the Sample Period, as most recently calculated or estimated (as the case may be) pursuant to Condition 41 and a reference to a person "representing" Total Departures means the departures in question are made by Vehicles operated by or on behalf of the person concerned;

"Total Variable Charge" means, in respect of each Passenger Operator, the Passenger Operator's Proportion of the Qualifying Expenditure, provided that if the Passenger Operator's Proportion changes during an Accounting Year, an amount equal to the aggregate of the Passenger Operator's Proportion of the Qualifying Expenditure for each of the relevant periods in the Accounting Year in question, calculated as follows:

$$VC_n = A/365 \times POP_n \times QE_n$$

where:

VC_n is the Total Variable Charge for the relevant period in question

A is the number of days in the relevant period in question

POP_n is the Passenger Operator's Proportion during the relevant period in question

QE_n is the Qualifying Expenditure for the Accounting Year in question

"relevant periods" means:

- (a) the period beginning on the first day of the Accounting Year to the first change date;
- (b) each period from each change date in the Accounting Year to the next following change date in the Accounting Year; and
- (c) the period between the last change date in the Accounting Year and the last day of the Accounting Year; and

"change date" means the date upon which the Passenger Operator's Proportion changes in the Accounting Year pursuant to Part 6;

"Track Litter" means matter of whatever nature on:

- (a) track of which the Station Facility Owner is the facility owner and which is within one hundred metres of the Station;
- (b) land adjoining such track (other than the Station and any land not comprising the permanent way of the railway) of which the Station Facility Owner is the facility owner; or
- (c) land under platforms at the Station adjoining such track,

where the presence of that matter is contrary to the provisions of the Environment Protection Act 1990 (or would be so contrary if such track or land were relevant land of a principal litter authority as defined by the said Act);

"User" means a person (whether or not an operator of trains) who is a beneficiary in respect of a Station Access Agreement [and GBR (acting in its capacity as the provider and operator of railway passenger services and any related train services)];

"User's Daily General Charge" means, for the day in respect of which the calculation falls to be made, an amount calculated in accordance with the following formula:

$$\frac{AC(1-A)}{D}$$

where:

AC = the Access Charge for the Accounting Year in question;

A = (in the case of a User which is Passenger Operator) the Passenger Operators' Proportion of the Long Term Charge for the User in question or (in the case of any other User) nil; and

D = the number of days in the Accounting Year in question on which Vehicles operated by or on behalf of the User in question are due to depart from the Station as determined in accordance with Condition 41 in the case of a Passenger Operator or, in any other case, in accordance with the Station Access Agreement

Provided that in respect of any day on which the User has no Vehicle departures the amount shall be nil;

"Value Added Tax" means value added tax within the meaning of the Value Added Tax Act 1994, and "VAT" shall be construed accordingly;

"Vehicles" means railway vehicles (including non-passenger carrying vehicles) comprised in trains used for the purpose of providing services for the carriage of passengers by railway, excluding locomotives which are not capable of the carriage of passengers; and

"Welsh Government" means the Welsh Government referred to in section 45 of the Government of Wales Act 2006.

- 1.3 **Severall Liability:** Each User and the Station Facility Owner shall be severally responsible for its own acts, omissions, costs and liabilities and for the acts, omissions, costs and liabilities of its employees, agents and subcontractors and shall not be responsible for the acts, omissions, costs and liabilities of any other person.
- 1.4 **Relevant Special Conditions:** This Station Code incorporate the provisions (if any) set out in [paragraph 18 of Annex 8].
- [1.5 **GBR as an operator:** Where references in this Station Code are made to an entity's Station Access Agreement, such references shall, in the context of GBR acting in its capacity as the provider and operator of railway passenger services and any related train services, be read as if GBR, in that capacity, had entered into a Station Access Agreement with the Station Facility Owner.]

PART 2: MODIFICATIONS TO THE STATION CODE

2. **Application of Part C of the GBR Code**
- 2.1. Where a party wishes to amend this Station Code, the provisions of Part C of the GBR Code shall apply.
3. **Not Used**
4. **Not used**
5. **Not Used**
6. **Not used**
7. **Not used**

PART 3: CHANGES TO THE STATION OR TO THE STATION CODE

8. Change

- 8.1 No User or the Station Facility Owner shall take any action falling within the definition of Change save in accordance with this Part 3.
- 8.2 Any User or the Station Facility Owner shall be entitled to make a Proposal and any Station Investor shall be entitled to make a Material Change Proposal.
- 8.3 Any party who is a Consultee under this Part 3 shall act reasonably in its dealings with the Proposer of any Change.
- 8.4 Any party who is the Proposer of any Change under this Part 3 shall act reasonably in its dealings with all Consultees to that Change.
- 8.5 Under this Part 3, each Station Investor or named User at a Station shall have the right (whether by virtue of any enactment that is part of the applicable law of the Station Access Agreement or otherwise) to enforce directly such rights as have been granted (or expressed to be granted) to it as a third party or relevant Consultee under the Station Access Agreement.

9. Exempt Activities

- 9.1 Each of the Station Facility Owner and/or any User shall be entitled to undertake an Exempt Activity for which that party is responsible without complying with the requirements for Change in this Part 3.
- 9.2 If the responsible party is unsure of whether the relevant work or activity is an Exempt Activity it shall before undertaking such work or activity serve on each of the other Notifiable Change Consultees a Non-Materiality Notice and if any of the Notifiable Change Consultees believes the relevant work or activity is not an Exempt Activity it shall serve a Materiality Notice on the responsible party within 5 Business Days of receipt of the Non-Materiality Notice.
- 9.3 If any of the Notifiable Change Consultees believes that any work or activity undertaken without a Non-Materiality Notice having been served is not an Exempt Activity it shall serve on each of the others a Materiality Notice within 20 Business Days of the work or activity being undertaken.
- 9.4 If a Materiality Notice is served under Condition 9.2 or 9.3 the responsible party may elect either to
 - (A) treat the relevant work or activity as a Notifiable Change and proceed accordingly; or
 - (B) treat the relevant work or activity as a Material Change and proceed accordingly; or
 - (C) commence the Dispute Resolution Procedure.
- 9.5 If no Materiality Notice is served under Condition 9.2 or 9.3 within the relevant time limit then the relevant work or activity shall be an Exempt Activity.

10. Notifiable Change

- 10.1 The Proposer of a Notifiable Change Proposal shall submit that Proposal, together with any associated documentation, to each of the Notifiable Change Consultees. The Proposal must set out details of the proposed change, any proposed changes to the Station Code and Annexes and the reason why it is intended to deal with it as a Notifiable Change. The Proposal must also specify the date on which the Representation Period ends.
- 10.2 If the responsible party is unsure of whether the proposed Change is a Notifiable Change it shall before submitting the Proposal serve on each of the Notifiable Change Consultees a Notifiable Change Notice and if any of the Notifiable Change Consultees believes the proposed Change is not a Notifiable Change it shall serve a Materiality Notice on the responsible party within 5 Business Days of receipt of the Notifiable Change Notice.
- 10.3 If, when a Notifiable Change Proposal is submitted, any of the Notifiable Change Consultees believes that any work or activity to which that Proposal relates is not a Notifiable Change it shall serve on each of the others a Materiality Notice at any time within the Representation Period.
- 10.4 If a Materiality Notice is served under Condition 10.2 or 10.3 the responsible party may elect either to
- (A) treat the relevant work or activity as a Material Change and proceed accordingly; or
 - (B) commence the Dispute Resolution Procedure,
- and if it fails to do either within 10 Business Days following the later of the end of the Representation Period and the further period referred to in Condition 10.8 (if any) then it shall be open to the relevant Notifiable Change Consultee to commence the Dispute Resolution Procedure.
- 10.5 If no Materiality Notice is served under Condition 10.2 or 10.3 within the relevant time limit then the relevant work or activity shall be a Notifiable Change.
- 10.6 If a Notifiable Change Proposal is made, and no Materiality Notice is served under Condition 10.3, the Notifiable Change Consultees may make representations on the Notifiable Change Proposal to the Proposer during the Representation Period.
- 10.7 The Proposer must consider any representations made and in doing so have due regard to the relevant Consultee's interests in the Station and its use and enjoyment of the Station.
- 10.8 The Proposer must advise the Notifiable Change Consultees within a further 10 Business Days following the end of the Representation Period of any revisions to the Notifiable Change Proposal as a result of any representations made and provide the Notifiable Change Consultees with written reasons for rejection where they are not incorporated into the final Notifiable Change as implemented.
- 10.9 If no representations are received during the Representation Period then the Notifiable Change Consultees are deemed to have accepted the Notifiable Change at the end of the Representation Period.

- 10.10 All the Notifiable Change Consultees may agree by notice to the Proposer at any time that the Representation Period shall be a shorter period than that specified in the Notifiable Change Proposal.
- 10.11 In accordance with the requirements set out in Conditions 17, the Proposer will forward all documentation (including any representations made during the Representation Period and the Proposer's response) to the Station Facility Owner for recording and implementation of the Notifiable Change and of any consequential amendment of the Station Code.
- 10.12 Implementation of a Notifiable Change shall be in accordance with the requirements set out in Condition 17, but such implementation does not remove the requirement to obtain other associated approvals either under any Relevant Agreement or under any standard industry procedures such as detailed technical approvals, method statements, lease amendments, etc. which, wherever possible, should be progressed as part of the Notifiable Change consultation process.

11. **Material Change**

- 11.1 The Proposer of a Material Change Proposal shall submit that Proposal, together with any associated documentation, to each of the Material Change Consultees. The Proposal must specify the date on which the Consultation Period ends and must include (in as much detail as is available at the time of the Proposal, recognising that it will not always be possible to give more than outline or generic information at the time of the Proposal):
- (A) an explanation of why the change is being made;
 - (B) broad details of those parts of the Station which will be affected both during and after the implementation of the Proposal;
 - (C) the nature and outline specification of the proposed work including (where appropriate and where details are available):
 - (1) Alternative Station Facilities;
 - (2) Alternative Accommodation if required;
 - (3) Changes to any Common Station Amenities and Common Station Services; and
 - (4) Estimated timetable for commencement and completion of the work;
 - (D) information on any consents needed;
 - (E) an irrevocable offer to become, where it is not already, a Resolution Service Party in accordance with Part M of the GBR Code;
 - (F) an irrevocable offer (conditional on the relevant Material Change Consultee having Accepted the Proposal) to enter into a Co-operation Agreement with each of the relevant Material Change Consultees in the relevant form applicable to the Proposer and to that Material Change

Consultee;

- (G) proposed changes to plans and any other proposed changes to the Station Code and Annexes and to any Relevant Agreement as a result of the Material Change Proposal;
 - (H) a proposal in respect of a Relevant Undertaking;
 - (I) if the Proposer is a Station Investor, it shall execute a deed in the form of Annex 16 (Template Station Investor Participation Deed) and send a copy of that deed to each Material Change Consultee;
 - (J) pursuant to Condition 11.8, who (other than the Material Change Proposer) it is proposed should pay the costs of implementation and any increase in running costs; and, if it is proposed that a party should pay a proportion of such costs, what proportion it is proposed that such party should pay; and
 - (K) information on any wayleaves or easements requests (where necessary).
- 11.2 The Proposer of a Material Change Proposal shall submit, together with any associated documentation, the same Proposal as required under Condition 11.1 to each Non-Qualifying Material Change Consultee, except it shall not include any documentation as required under Conditions 11.1(F) and 11.1(H).
- 11.3 Although the information contained in the Material Change Proposal may be of an outline or generic nature it must nevertheless contain such detail as is reasonably necessary and appropriate to enable the Material Change Consultees and Non-Qualifying Material Change Consultees to determine whether such Proposal if implemented would put that Consultee in breach of a Legal Requirement or of its licence.
- 11.4 During the Consultation Period, the Material Change Consultees may do one of the following:
- (A) give a response Accepting the Material Change Proposal unconditionally and agreeing to enter into the Co-operation Agreement; or
 - (B) give a response objecting to the Material Change Proposal; or
 - (C) give no response; and
 - (D) in addition, if the Material Change Consultee is the Station Facility Owner, the Station Facility Owner may give a response Accepting the Material Change Proposal conditionally pursuant to Condition 12;
- 11.5 During the Consultation Period, the Non-Qualifying Material Change Consultees may do one of the following:
- (A) make representations in respect of the Material Change Proposal;
 - (B) give a response objecting to the Material Change Proposal on the ground that the Material Change Proposal if implemented would put the Non-Qualifying Material Change Consultee in breach of a Legal Requirement or of its licence; or

- (C) give no response.
- 11.6 If no response is made by a Material Change Consultee during the Consultation Period then the relevant Material Change Consultee is deemed to have Accepted the Material Change and to have agreed to enter into the Co-operation Agreement at the end of the Consultation Period.
- 11.7 All the Material Change Consultees and the Non-Qualifying Material Change Consultees may agree by notice to the Proposer at any time that the Consultation Period shall be a shorter period than that specified in the Material Change Proposal.
- 11.8 The cost of implementing an Accepted Material Change Proposal, and any increase in the running costs of the Station resulting directly from such implementation, may be apportioned between the Proposer and the Material Change Consultees in accordance with the terms set out in the Proposal.
- 11.9 If a Material Change Consultee wishes to object to a Material Change Proposal it may only do so on one of the grounds set out in this Condition by giving notice to the Proposer during the Consultation Period and stating the grounds for its objection with supporting evidence of those grounds in such detail as is reasonably necessary and appropriate to enable the Proposer to evaluate it properly having regard to the grounds of the objection. The only grounds on which a Material Change Consultee may object to a Material Change Proposal are that:
- (A) the information to consider the Material Change Proposal is incomplete or inaccurate having regard to:
 - (1) the nature of the Material Change Proposal; and
 - (2) the information required to accompany a Material Change Proposal (as set out in Condition 11.1 which to avoid doubt need only comprise outline or generic details of the Proposal having regard to the information available at the time the Proposal is made); and/or
 - (B) the Material Change Proposal if implemented would put the Material Change Consultee in breach of a Legal Requirement or of its licence ; and/or
 - (C) Not used; and/or
 - (D) a Material Change Consultee considers that the completed Material Change Proposal would be contrary to the safe and efficient operation of the Station; and/or
 - (E) implementation of the Material Change Proposal will result, or will be more likely than not to result, in a material adverse effect, whether permanent or temporary on:
 - (1) the operation of the Station or the Network; or
 - (2) the use of the Station by any Material Change Consultee's passengers; or

- (3) the Material Change Consultee's ability to perform any obligations or exercise any discretions which it has in relation to railway services; and/or
- (F) in a manner specified by the Material Change Consultee, the implementation of the Material Change Proposal will, or will be more likely than not to, materially disrupt, interfere with, or otherwise be incompatible with the implementation of other specified works on or at the Station; and/or
- (G) the amount or other terms of the Relevant Undertaking offered by the Proposer are in some other respect insufficient or inappropriate for reasons specified by the Material Change Consultee; and/or
- (H) the Material Change Consultee who is required to pay a proportion of the costs of a Material Change Proposal believes that the additional revenue which that Material Change Consultee expects to gain as a result of implementation of the Proposal will be, or is more likely than not to be less than it is proposed will cost the Material Change Consultee to pay for, or contribute to, such implementation; and/or
- (I) in addition, if the Proposer of the Material Change is a Station Investor:
 - (1) the Material Change Proposal does not provide a significant improvement to Common Station Service or Common Station Amenities; and/or
 - (2) if the Material Change Proposal is an offer to fund or contribute to the cost of carrying out works or to pay a sum of money for investment in the railway industry, the Material Change Proposal does not provide a cash contribution which is at least equivalent to the Station Investor's Qualification (which the Station Facility Owner or the User agree to invest in the railway industry by acceptance of the Material Change Proposal) to the Station Facility Owner or a User; and/or
 - (3) the Material Change Proposal is not accompanied by an undertaking in the terms referred to in Condition 11.1(H).

11.10 If a Material Change Consultee purports to object to a Material Change Proposal on any other ground, including but not limited to an objection solely on the grounds of entitlement to compensation, such objection shall be void and (unless it has also objected on one of the grounds set out in this Condition) the Material Change Consultee shall be deemed to have Accepted the Material Change at the end of the Consultation Period.

11.11 When objecting on any grounds as set out in Conditions 11.9(E), 11.9(F), 11.9(G), 11.9(H) or 11.9(I), the Material Change Consultee shall demonstrate, with supporting evidence, in its objection that the compensation payable under the Co-operation Agreement is in some respect insufficient or inappropriate. If the Proposer disagrees with the Material Change Consultee on such compensation, the Proposer may refer the matter to the Dispute Resolution Procedure.

11.12 At the end of the Consultation Period, if any objections have been received, the Proposer must give them due consideration and respond to the relevant

Material Change Consultee(s) within the Response Period. If the Proposer considers that an objection made on one of the grounds set out in Conditions 11.5(B) or 11.9 (as the case may be) is not valid it may within the Response Period refer the question of the validity of the objection for resolution under the Dispute Resolution Procedure.

- 11.13 If any objection (whether accepted or determined pursuant to the Dispute Resolution Procedure as having been validly made) requires any amendment to the Material Change Proposal the Proposer shall issue an amended Material Change Proposal incorporating such amendment or amendments and identifying the changes to the original Proposal, and the provisions of Conditions 11.1 to 11.12 inclusive shall apply as if set out again in full and the Consultation Period in respect of the amended Material Change Proposal (the "Second Consultation Period") shall be 20 Business Days (or longer if the Proposer so elects).
- 11.14 If during the Second Consultation Period a Material Change Consultee or Non-Qualifying Material Change Consultee objects to the amended Material Change Proposal then the Proposer may refer the question of the validity of the objection for resolution under the Dispute Resolution Procedure as soon as practicable after receiving that objection.
- 11.15 Any procedure for the agreement or determination of compensation pursuant to the provisions of a Co-operation Agreement shall not prevent or delay the implementation of the Material Change.
- 11.16 If the Material Change Consultee does not raise a valid objection, or it is determined that it did not raise a valid objection, to the Material Change Proposal under Condition 11.9 at the end of the Consultation Period or (if applicable) the end of the Second Consultation Period, the Material Change Consultee shall have Accepted and shall sign the Co-operation Agreement as proposed in the Material Change Proposal, and if it fails to do so it shall be deemed to have Accepted the Co-operation Agreement as proposed in the Material Change Proposal.
- 11.17 A Material Change does not remove the requirement to obtain other associated approvals either under any Relevant Agreement or under any standard industry procedures such as detailed technical approvals, method statements, lease amendments, etc. which, wherever possible, should be progressed as part of the Material Change consultation process.
- 11.18 The Proposer shall pay to each Material Change Consultee all costs reasonably incurred by that Consultee in evaluating and responding to the Material Change Proposal during the Consultation Period after which time such costs shall be dealt with in accordance with the Co-operation Agreement (if any). Where such costs are not dealt with under the Co-operation Agreement, these shall be agreed between the parties or in the event of dispute shall be determined on the application of either party under the Dispute Resolution Procedure and shall be paid within 20 Business Days of the agreement or determination of such amounts.
- 11.19 If at any time after the end of the Consultation Period or (if applicable) any Second Consultation Period a Material Change Proposal is materially modified for any reason (including without limitation because it is only partially implemented or is withdrawn following commencement of implementation) then

the Proposer shall treat the modification as a Change or (as the case may be) an Exempt Activity to which the provisions of this Part 3 shall apply.

12. **Conditional Acceptance of a Material Change Proposal by the Station Facility Owner**

12.1 Where the Station Facility Owner is a Material Change Consultee it shall be entitled to require as a condition of its acceptance of a Material Change Proposal that the implementation of the Proposal (or any part or parts of it) is subject to:

- (A) the Proposer having entered into an Asset Protection Agreement; and
- (B) (where the Proposal is made by a Station Investor) the Proposer having entered into a Property Agreement,

but it shall not be entitled to require any other condition of its consent in its role as landlord under any lease of the Station.

12.2 The Station Facility Owner and the Proposer shall each act reasonably in relation to the settlement of the terms and conditions of any Asset Protection Agreement required under Condition 12.1(A) but the Station Facility Owner shall be entitled to require adherence to the current ORR Asset Protection Policies and Guidelines in relation to settling the form of the Asset Protection Agreement.

12.3 The Station Facility Owner and the Proposer shall each act reasonably in relation to the settlement of the terms and conditions of any Property Agreement required under Condition 12.1(B).

12.4 In the event of failure to agree on any of the terms and conditions of any Asset Protection Agreement or Property Agreement required under Condition 12.1(A) or 12.1(B) either party may refer the matter to the Dispute Resolution Procedure.

13. **Non-Discretionary Change**

13.1 A party who is required to undertake an action which constitutes a Non-Discretionary Change shall submit a Proposal, together with any associated documentation, to each of the Notifiable Change Consultees as if that Proposal had been a Notifiable Change Proposal. The Proposal must set out the proposed change and the reason why it is a Non-Discretionary Change.

13.2 The Proposer of a Non-Discretionary Change shall be entitled to implement the relevant Non-Discretionary Change at any time whether or not the Representation Period has ended and regardless of whether it has received any representations if failure to do so would or would be reasonably likely to result in any breach of any relevant Legal Requirement, Direction or Safety Obligation, or would result in a breach of any provision of the Station Code. Under this Condition 13.2, the Proposer shall be entitled to implement the Non-Discretionary Change without regard to Condition 17.

13.3 Other than as set out in Condition 13.2 the Non-Discretionary Change shall be treated as though it had been a Notifiable Change.

- 13.4 The provisions of Condition 96 shall have effect in relation to any costs of complying with or in consequence of any Non-Discretionary Change referred to in Condition 13.1.
14. **Not used**
15. **Not used**
16. **Not used**
17. **Requisite Consents and Implementation**
- 17.1 Not used.
- 17.2 Any documentation required as a consequence of any Notifiable Change, Material Change or Non-Discretionary Change which has been accepted under the procedures referred to in this Part shall be settled between the relevant parties each acting reasonably in relation to the settlement of the terms and conditions of any such document and in the event of failure to agree on any of the terms and conditions of any such document either party may refer the matter to the Dispute Resolution Procedure. This Condition 17.2 shall not impede or delay implementation of the relevant change.
- 17.3 The Proposer shall use its reasonable endeavours to obtain all Requisite Consents as soon as practicable having regard to the nature of that consent and the matter to which it relates and in any event prior to implementation of the Notifiable Change, Material Change or Non-Discretionary Change (as the case may be) or (if the relevant Requisite Consent relates to a phase of the Notifiable Change, Material Change or Non-Discretionary Change or can only be obtained after the commencement of the Notifiable Change, Material Change or Non-Discretionary Change) the relevant part of the Notifiable Change, Material Change or Non-Discretionary Change and the requirement to obtain Requisite Consents (if any) shall not impede or delay the procedures referred to in this Part nor be used as a ground for objection to any Proposal.
- 17.4 Before implementing the Notifiable Change, Material Change or the Non-Discretionary Change (as the case may be), the Proposer will issue an Implementation Notice to all the relevant Consultees (and any other persons required to be notified pursuant to applicable law or any Relevant Agreement).
- 17.5 If no Implementation Notice is issued within three years of acceptance of the relevant Proposal (which period may be extended by the Proposer with the consent of all relevant Consultees) the relevant Notifiable Change, Material Change or the Non-Discretionary Change shall lapse and no longer be effective.
- 17.6 If an Implementation Notice is issued the Proposer must implement the relevant Proposal and then proceed diligently with it and if the Proposer does not commence implementation of the Relevant Proposal within 20 Business Days (which period may be extended by the Proposer with the consent of all relevant Consultees) following the issue of the Implementation Notice the relevant Notifiable Change, Material Change or the Non-Discretionary Change shall lapse and no longer be effective.
- 17.7 If before the Notifiable Change, Material Change or (where applicable) the Non-Discretionary Change is implemented the Proposer wishes to withdraw it, it

may do so by notice to the relevant Consultees (and any other persons required to be notified pursuant to applicable law or any Relevant Agreement).

18. **Notices**

- 18.1 Any notice to be served or information to be shared under this Part shall be in writing and served by e-mail to such dedicated e-mail address as each of the relevant parties shall have notified in writing to the party serving the notice or in accordance with the notice provisions of the Relevant Agreement until such time (if any) as the Online Application Process is available after which time the Online Application Process shall be used instead.

PART 4: WORKS, REPAIRS AND MAINTENANCE

19. Existing Works, Third Party Works and Emergencies

- 19.1 Subject to Condition 21, the Station Facility Owner shall be entitled to restrict, suspend or alter any permission to use the Station if and to the extent that it is reasonably necessary:
- (A) to permit the carrying out of Existing Works or Non-Discretionary Third Party Works, provided that in the case of Existing Works the Station Facility Owner shall consult with each User and carry out the Existing Works in each case in accordance with the requirements specified in [Schedule 1 of the Station Access Agreement];
 - (B) to safeguard the safety or security of persons or property in an Emergency at or affecting the Station; or
 - (C) in a Network Emergency.

20. Repairs and Maintenance and other works

- 20.1 Subject to Conditions 20.3 and 21.1, the Station Facility Owner shall be entitled to restrict, suspend or alter any permission to use the Station if and to the extent that it is reasonably necessary to:
- (A) permit Repair, Maintenance, Discretionary Third Party Works or Exempt Activities to be made or carried out at or in relation to the Station without complying with the requirements for change in Part 3 (save, in relation to Exempt Activities, the requirements of Condition 9);
 - (B) permit any action to prevent, mitigate or remedy any Environmental Condition to be made or carried out in accordance with the provisions of Part 13 subject to compliance with the provisions of Part 3 insofar as such action is not an Exempt Activity and falls within the definition of Change (save where otherwise provided for in Part 13);
 - (C) permit any works conducted in accordance with an obligation under Part 5, to be made or carried out, subject to compliance with the provisions of Part 3 where such works are undertaken to remedy Substantial Damage; and
 - (D) permit any works which fall within the definition of Non-Discretionary Change subject to compliance with the provisions of Condition 13.
- 20.2 The Station Facility Owner shall restrict, suspend or alter any permission to use the Station in accordance with Condition 20.1 when reasonably requested to do so by any User in order to enable such User to comply with its obligations under Part 13.
- 20.3 The Station Facility Owner shall, if it intends to restrict, suspend or alter permission to use the Station in accordance with Condition 20.1 (otherwise than in a trivial respect) and a User shall, if it requests the Station Facility Owner to impose such a restriction, suspension or alteration (otherwise than in a trivial respect) pursuant to Condition 20.2:

- (A) provide at least 10 Business Days' notice in writing to each User (and the Station Facility Owner where a User so requests) of:
 - (1) the date and time proposed for the restriction, suspension or alteration; and
 - (2) a reasonable programme of works for the carrying out of the works in question; and
 - (B) use all reasonable endeavours timeously to consult with each User (and the Station Facility Owner where a User so requests) in relation to such restriction, suspension or alteration and, as far as reasonably practicable, shall minimise the extent and period of any such restriction, suspension or alteration, having regard to the likely effect of the relevant works on the business of each User (or as the case may be the Station Facility Owner) who may be affected.
- 20.4 The Station Facility Owner shall, as far as is reasonably practicable, minimise the extent and period of any restriction, suspension or alteration pursuant to Conditions 19 and 20.
- 20.5 Where any works are proposed to be carried out under the terms of any Existing Works:
- (A) where the Station Facility Owner has an absolute discretion in relation to the carrying out of such works, it shall comply with the relevant Conditions in Parts 3 and 4 as if the exercise of the discretion in question were a Proposal for Change; and
 - (B) where it has no such absolute discretion in relation to the carrying out of such works, so far as reasonably practicable, it shall comply with Condition 21.

21. **Alternative Arrangements**

- 21.1 Where the Station Facility Owner restricts, suspends or alters permission to use the Station in accordance with Conditions 19 or 20, it shall, to the extent reasonably practicable, make timeous and adequate provision, to a standard which is as near as is reasonably practicable to the standard at the Station provided for in the Station Access Agreement, for:

- (A) suitable alternative arrangements in respect of access to and egress from the highway;
- (B) each User's Associates to pass to and from trains operated by or on behalf of that User which stop at the Station and for any Passenger Operator's passengers to buy tickets for railway passenger services; and
- (C) the provision of up-to-date train running information and toilet amenities,

and the Station Facility Owner shall use all reasonable endeavours to make timeous and adequate provision for suitable alternative arrangements in respect of all other Common Station Amenities and Station Services so as to enable each User and its Associates to use the Station with minimum disruption, difficulty or inconvenience.

- 21.2 Each User shall promptly reimburse the Station Facility Owner for any costs incurred by it in accordance with Condition 21.1 as a result of a request by it pursuant to Condition 20.2.

22. **Station Facility Owner's obligations**

- 22.1 The Station Facility Owner shall ensure that

- (A) Maintenance and/or Repair (as the case may be) is carried out to all Equipment and all parts of the Station in accordance with Good Industry Practice and that renewal shall be undertaken where it is reasonably necessary and the most economic method of repair; and
- (B) any Element of the Station or item of Equipment specified in Annex 9 the Repair of which is listed in the Elements Inventory or the Equipment Inventory as being Qualifying Expenditure, shall insofar and to the extent that it is as at the Conditions Efficacy Date in a state of actual disrepair (or, as the case may be, not in working order) be brought into a proper state of repair (or, as the case may be, working order) as soon as reasonably practicable and otherwise in accordance with the terms of Annex 9.

- 22.2 The Station Facility Owner's obligations in Condition 22.1 shall extend to adequately painting and decorating (which shall include the application of preservative treatments where appropriate) the interior and exterior of any buildings forming part of the Station.

- 22.3 The Station Facility Owner shall not be in breach of its obligations under Conditions 22.1 and 22.2 if the Station or the relevant part of it is subject to any Existing Agreement and, having taken all reasonable steps to fulfil its obligations under Conditions 22.1 and 22.2, the Station Facility Owner has been unable to fulfil those obligations by virtue of the provisions of such Existing Agreement or any failure to obtain any consent (either unconditionally or on reasonable terms) from a relevant third party necessary before the relevant obligations may be discharged.

23. **Equipment**

- 23.1 The Station Facility Owner shall use all reasonable endeavours to procure that the Equipment (other than the Excluded Equipment) is used and operated competently and properly.

24. **General Upkeep**

- 24.1 The Station Facility Owner shall, so far as practicable:

- (A) keep the Station (and any adjoining road frontage where litter emanates from the Station) free from refuse, and in a clean and tidy condition; and
- (B) clean all windows and glass comprised in the Station.

25. **Conduits free from obstruction**

- 25.1 The Station Facility Owner shall keep all Conduits protected from frost (where necessary and where practicable at reasonable cost) and free from obstruction.

PART 5: INSURANCE

26. Responsibility for effecting insurance

- 26.1 The Station Facility Owner shall insure and keep insured the Station against:
- (A) property owner's liability, third party liability and such other risks in respect of which a reasonable and prudent station operator would effect and maintain insurance (other than the Insured Risks); and
 - (B) the Insured Risks with a member of the Association of British Insurers or with Lloyds of London underwriters upon reasonable commercial terms provided that the terms of such insurance shall not unreasonably restrict any User's use of the Station.
- 26.2 The Station Facility Owner shall, in respect of any insurance effected pursuant to Condition 26.1(B), use all reasonable endeavours to procure that:
- (A) such insurance is effected for the Full Replacement Cost provided that such insurance shall be on terms that if any occurrence of an Insured Risk shall affect more than one station at which the Station Facility Owner is the facility owner (being referred to in this Part 5 collectively as the "Affected Managed Stations" and separately as an "Affected Managed Station") such Minimum Sum shall apply only once in respect of that occurrence to the Affected Managed Stations as a whole; and
 - (B) such insurance is effected so that in the event of Substantial Damage to the Station, it shall be replaced with a modern equivalent building of a size and specification to meet modern requirements (unless exact replacement of the Station is required by any public body pursuant to listed building or other legislation or by a Superior Estate Owner).
- 26.3 Each User shall, if it is not a public service operator, effect and maintain appropriate insurance with a member of the Association of British Insurers or with Lloyds of London underwriters against third party liability and such other risks in respect of which a reasonable and prudent train operator would effect and maintain insurance.
- 26.4 Each User shall, in respect of any insurance policy to which Condition 26.3 applies, provide that Station Facility Owner with suitable evidence, promptly upon receipt of a request from the Station Facility Owner for such evidence, that such insurance policy is in full force and effect, that all premiums have been paid up to date and that no circumstances exist which might lead to that policy being avoided.

27. Destruction or Damage to the Station

- 27.1 If the Station is destroyed or damaged by an Insured Risk (including by an act of terrorism) then:
- (A) an amount up to the Minimum Sum; and
 - (B) all monies payable under insurance policies effected by the Station Facility Owner pursuant to Condition 26.1(B),

shall be applied by the Station Facility Owner as soon as reasonably practicable in the repair, reinstatement and making good of the Station, subject to:

- (C) agreement pursuant to Condition 27.2; and
- (D) the Station Facility Owner obtaining all necessary permissions and approvals which the Station Facility Owner shall use all reasonable endeavours to obtain as soon as reasonably practicable,

provided that if any occurrence of an Insured Risk shall affect the Station and one or more Affected Managed Stations then any monies applied by the Station Facility Owner pursuant to Condition 27.1(A) shall be required to be applied to the Station only in the same proportion as the amount of insured damage suffered at the Station from the occurrence of the Insured Risks bears to the total amount of insured damage so suffered at all Affected Managed Stations.

27.2 As soon as practicable following any destruction of or damage referred to in Condition 27.1, the Station Facility Owner shall consult with the Users and shall use all reasonable endeavours to agree:

- (A) the necessary reinstatement works, which in the case of Substantial Damage (and save where required by reason of the listed building or similar status of the Station or by a Superior Estate Owner) shall be the construction of a modern equivalent of the building(s) or Equipment damaged or destroyed; and

- (B) the programme for the carrying out of such reinstatement works,

and, subject to this, the Station Facility Owner shall proceed as soon as reasonably practicable to effect such reinstatement works.

27.3 The Station Facility Owner shall not be responsible for Repair and/or Maintenance of any part of the Station or Equipment which has been subject to destruction or damage pending its repair, reinstatement or making good.

27.4 If the monies recovered under any insurance policy maintained by the Station Facility Owner pursuant to Condition 26.1 are not sufficient to meet the cost to the Station Facility Owner of fulfilling its obligations under Condition 27.2, the Station Facility Owner shall bear the shortfall.

28. **Provision of Documents**

28.1 The Station Facility Owner, so far as it effects any insurance in respect of the Station, shall within 30 days of receipt of a request from any User provide such person with:

- (A) evidence of the insurance policy under, or in respect of which, the User has an interest and which relates to the Station or any risk of, or in any way associated with, the operation of the Station;
- (B) reasonable details of any amount payable by any User in respect of any such insurance policy; and
- (C) reasonable details of any claim which shall be made under any such insurance policy if the making of that claim affects or could reasonably be expected to affect any User.

29. **Maintenance of Insurance**

29.1 In respect of each insurance policy to which Condition 28 applies, the Station Facility Owner shall procure that:

- (A) if and to the extent that any User has an insurable interest capable of being covered by such policy and to the extent that any User reasonably so requests, any User is named as a co-insured under such policy on such terms as shall be reasonable;
- (B) the policy is maintained and all claims are duly filed, and all proper steps to collect proceeds are duly taken in respect of such policy; and
- (C) if such insurance policy is not required under a licence held by the Station Facility Owner or the Station Facility Owner does not hold a licence, it shall bear an endorsement to the effect that 30 days' notice shall be given to any User by the insurer or insurance broker of any lapse, or cancellation of, or material change to, the policy and that no such lapse, cancellation or change shall have effect unless such notice shall have been given.

30. **Increase of premium or invalidation of policy**

30.1 A User shall not, and shall procure that its Associates (other than passengers) do not, bring onto or do or omit to do at the Station anything which it is aware, or it ought reasonably to be aware, would:

- (A) invalidate any insurance of the Station or any Adjacent Property; or
- (B) increase the premium payable for that insurance; or
- (C) render wholly or partly irrecoverable the monies which otherwise would have been payable under that insurance, subject to the User receiving notice of any material provision of the insurance of the Adjacent Property which does not apply to insurance of the Station; or
- (D) increase the likelihood or risk of the Station Facility Owner incurring any costs in undertaking repair, reinstatement and making good under Condition 27.

30.2 The Station Facility Owner and any User shall procure that any tenant or any person deriving title under or authorised by the Station Facility Owner to enter the Station shall comply with this Condition 30.1.

30.3 The User responsible for any act or omission contemplated by Condition 30.1 shall pay to the Station Facility Owner on demand the amount of:

- (A) any increase in premium referred to in Condition 30.1(B); and
- (B) any irrecoverable insurance monies referred to in Condition 30.1(C), and
- (C) the amount of the increase in the cost of repair, reinstatement and making good by reason of the User's (or Associates) breach of condition 30.1,

which in any such case results from the act or omission of that User or its Associates (other than passengers).

31. **Waiver of Rights**

- 31.1 The Station Facility Owner shall use all reasonable endeavours to procure that any insurance policy to which Condition 28 applies shall include a waiver of the relevant insurer's right of subrogation against each User.
- 31.2 The Station Facility Owner waives any rights and remedies it may have against each Relevant Operator in respect of any accidental loss, or destruction of, or damage caused by an Insured Risk.

PART 6: ACCESS CHARGING

32. Notice of Charges

This Condition 32 shall not apply to Managed Stations.

32.1 Not used.

32.2 The Station Facility Owner shall, promptly after the Commencement Date in respect of the First Year and not later than 60 days prior to the commencement of each subsequent Accounting Year, notify each Passenger Operator of:

- (A) its best estimate of the Total Variable Charge for that Accounting Year; and
- (B) such Fixed Charges (if any) as the Station Facility Owner is willing to accept in lieu of all or any part of the Total Variable Charge for that Accounting Year.

32.3 The notice referred to in Condition 32.2 shall include a detailed breakdown of both the estimated Total Variable Charge and of the proposed Fixed Charges, together with comparative figures for the preceding Accounting Year (except in the case of a notice in relation to the First Year), in each case in sufficient detail to enable the Passenger Operator to make a proper assessment of the charges proposed, the method of their calculation and the costs of the amenities and services in question. Without prejudice to the generality of the foregoing, such breakdown shall:

- (A) in relation to the Total Variable Charge, include a detailed breakdown of the estimated Qualifying Expenditure;
- (B) in relation to the Fixed Charges, identify which of the Common Station Amenities and the Common Station Services are being quoted for on a fixed basis, or taken into account, as part of the Fixed Charges;

and include details of the specifications and other assumptions applied in the calculation of the Total Variable Charge or any Fixed Charge.

32.4 The Station Facility Owner shall provide each Passenger Operator with such further information and/or clarification relating to the amounts notified to the Passenger Operator pursuant to Condition 32.2 as the Passenger Operator may from time to time reasonably request, promptly upon receipt of any such request.

33. Payment of Charges

This Condition 33 shall not apply to Managed Stations.

33.1 If the notice referred to in Condition 32.2 proposes any Fixed Charges, each Passenger Operator shall notify the Station Facility Owner within 45 days of receipt of such notice whether or not it elects to pay any or all of such Fixed Charges and, if so, which part or parts. To the extent that a Passenger Operator fails within such period to make any such election, the Passenger Operator shall be deemed to have elected to pay the Total Variable Charge.

- 33.2 If a Passenger Operator makes a timely election to pay any particular Fixed Charges, it shall not be liable to pay the relevant proportion of the Total Variable Charge for the Common Station Amenities and the Common Station Services to which such Fixed Charges apply (to the extent that they so apply). The Passenger Operator shall pay for all other Common Station Amenities and Common Station Services by way of the Residual Variable Charge.
- 33.3 Except as otherwise provided in the Station Access Agreement or in this Station Code, each User shall pay the Access Charge (which charge shall, insofar as it relates to the Residual Variable Charge, be in accordance with such bona fide and reasonable estimates thereof as the Station Facility Owner may, from time to time, notify to the Passenger Operator in respect of each Accounting Year) by four-weekly instalments in arrears, which shall so far as practicable be in an equal amount for each instalment. Such payment shall be made not later than seven days after the end of the four-week period in question or after the date of receipt of an invoice for such payment whichever is the later.

34. **Certificate of Residual Variable Charge**

This Condition 34 shall not apply to Managed Stations.

- 34.1 The Station Facility Owner shall, as soon as practicable, and in any event within sixty days, after the end of each Accounting Year and each Accounting Half-Year:
- (A) calculate in respect of each Passenger Operator the Residual Variable Charge payable by that Passenger Operator for that Accounting Year or Accounting Half-Year; and
 - (B) provide to each Passenger Operator a certificate of the Residual Variable Charge so calculated.

The Certificate shall contain information in relation to each element of the Residual Variable Charge in an amount of detail which is at least equal to that required by Condition 32.3

35. **Adjustments for excess and short payments**

This Condition 35 shall not apply to Managed Stations.

- 35.1 If, in relation to any Accounting Year or Accounting Half-Year, the amount paid by a Passenger Operator pursuant to Condition 33.3 in respect of the Residual Variable Charge shall have been greater than the amount of the Residual Variable Charge for that Accounting Year or Accounting Half-Year which is certified pursuant to Condition 34.1, the Station Facility Owner shall repay to the Passenger Operator an amount equal to:
- (A) the difference between the amount so paid and the Residual Variable Charge so certified; and
 - (B) interest on the amount referred to in Condition 35.1(A) above at the Default Interest Rate, calculated pursuant to Condition 37.
- 35.2 If, in relation to any Accounting Year or Accounting Half-Year, the amount paid by a Passenger Operator pursuant to Condition 33.3 in respect of the Residual Variable Charge shall have been less than the amount of the Residual Variable

Charge for that Accounting Year or Accounting Half-Year which is certified pursuant to Condition 34.1, the Passenger Operator shall pay to the Station Facility Owner an amount equal to:

- (A) the difference between the amount so paid and the Residual Variable Charge so certified; and
- (B) interest on the amount referred to in paragraph 35.2(A) above at the Default Interest Rate, calculated pursuant to Condition 37.

36. **Not used**

37. **Calculation of Interest**

- 37.1 Interest payable pursuant to Conditions 33 and 35 shall be simple interest and shall be calculated as if the amount on which the interest is payable were a debt incurred in equal four-weekly instalments during the Accounting Year or Accounting Half-Year in question. The interest shall be payable on each instalment from the date upon which it shall be treated as having been incurred until the actual date of payment.

38. **Inspection of books, records and accounts**

- 38.1 Each User or bona fide Potential User shall be entitled to inspect (or procure that its agents or representatives inspect) the books, records and accounts kept by the Station Facility Owner in respect of the Station (including any financial and operational records or data), insofar as they relate to the Common Station Amenities or the Station Services, at any reasonable time upon reasonable notice to the Station Facility Owner.

39. **Adjustment following inspection**

This Condition 39 shall not apply to Managed Stations.

- 39.1 If, upon or following any inspection in accordance with Condition 38 by a Passenger Operator, the amount of the Residual Variable Charge in respect of any Accounting Year or Accounting Half-Year commencing not earlier than 18 months prior to the date on which the inspection is completed is established to have been less than the amount shown in the relevant Certificate, the Station Facility Owner shall, within 5 Business Days of being notified of such discrepancy, repay to the relevant Passenger Operator or Passenger Operators a sum equal to such shortfall, together with interest thereon at the Default Interest Rate from the date which is half way through the Accounting Year or the Accounting Half-Year in question until the date of actual repayment of that sum by the Station Facility Owner.
- 39.2 If, upon or following any such inspection, the amount of the Residual Variable Charge in respect of any Accounting Year or Accounting Half-Year commencing not earlier than eighteen months prior to the date on which the inspection is completed is established to have been greater than the amount shown in the relevant Certificate:
- (A) the relevant Passenger Operator shall, within 5 Business Days of being notified of such discrepancy, pay to the Station Facility Owner a sum equal to such excess but without interest; and

- (B) the Station Facility Owner shall pay the relevant Passenger Operator an amount equal to the Passenger Operator's reasonable costs and expenses (if any) incurred in carrying out or procuring the relevant inspection.

39.3 If the shortfall referred to in Condition 39.1 represents:

- (A) more than 5% of the Residual Variable Charge, the Station Facility Owner shall pay the relevant Passenger Operator or Passenger Operators an amount equal to its reasonable costs and expenses incurred in carrying out or procuring the relevant inspection;
- (B) less than 5% of the Residual Variable Charge, each relevant Passenger Operator or Passenger Operators shall pay the Station Facility Owner an amount equal to the Station Facility Owner's reasonable costs and expenses (if any) incurred in carrying out or procuring the relevant inspection.

39.4 Any dispute or claim in respect of a Certificate shall be resolved by expert determination pursuant to Part M of the GBR Code.

40. **Accounts**

This Condition 40 shall not apply to Managed Stations.

40.1 Without prejudice to any obligation of the Station Facility Owner under its station licence, the Station Facility Owner shall:

- (A) keep accounts in respect of the Station which relate solely to the operation of the Station;
- (B) maintain such Station accounts in such a way as to enable all material revenue and expenditure to be clearly distinguished and analysed by category or, if appropriate, item in respect of:
 - (1) the Common Station Services and the Common Station Amenities; and
 - (2) the Exclusive Station Services,

and to identify any contribution by any person towards the cost or expense of the foregoing.

40.2 Without prejudice to any obligation of the Station Facility Owner under its station licence, the accounts to be kept and maintained by the Station Facility Owner in accordance with Condition 40.1 shall at all times:

- (A) be kept up to date and to a standard which is at least sufficient to enable each Passenger Operator properly to assess the costs of the amenities and services in respect of which the Residual Variable Charge is made; and
- (B) include financial accounts and information in respect of each Accounting Year and Accounting Half-Year on a station by station basis, broken down as specified in Condition 40.1 above.

- 40.3 The Station Facility Owner shall within 14 days of the end of each Accounting Period provide to each Passenger Operator a comparison between the estimate of the Total Variable Charge notified pursuant to Condition 32.2 and the Station Facility Owner's then best estimate of the Total Variable Charge for that Accounting Year.
- 40.4 Any comparison provided pursuant to Condition 40.3 shall, unless the Requisite Majority otherwise consent:
- (A) explain and identify any exceptional items and any variance of more than plus or minus 3 per cent between:
 - (1) the estimates of the Total Variable Charge referred to in Condition 40.3; and
 - (2) any revenue or expenditure taken into account in those estimates in respect of any category or item of Common Station Services or Common Station Amenities by reference to which the Station accounts are maintained pursuant to Condition 40.1(B);

and where the relevant Accounting Period includes either the 16th, 28th, 40th or the last week of an Accounting Year:

- (B) identify any such category or item of expenditure (and any contribution of any person towards any such expenditure) which was estimated pursuant to Condition 32.2 and which has been actually incurred; and
- (C) compare any such expenditure and contributions with that estimate.

41. **Calculation of number of Vehicles operated**

41.1 The Station Facility Owner shall:

- (A) as soon as reasonably practicable after any Passenger Operator first becomes entitled to use the Station pursuant to a Station Access Agreement and otherwise at regular intervals of not more than 12 months; and
- (B) after each material change of the kind referred to in Condition 41.3,

use all reasonable endeavours to ascertain the number of Vehicles operated by or on behalf of the Station Facility Owner and each Passenger Operator which depart from the Station during a period which is of the same duration and comprising the same days of the week (including public holidays, where applicable) as the Sample Period, provided that the Station Facility Owner shall not, in ascertaining such number of Vehicles, be obliged to recalculate a number calculated within the previous 12 months in respect of the Station Facility Owner or any Passenger Operator, unless:

- (C) the Station Facility Owner has grounds for a reasonable belief that a recalculation in accordance with this Condition 41.1 would give rise to a materially different number in any case; or
- (D) any Passenger Operator shall request that such number be so recalculated.

- 41.2 The Station Facility Owner shall procure that the results of any calculation made pursuant to Condition 41.1 shall be made available to all Passenger Operators not later than 7 days after the calculation shall have been made.
- 41.3 For the purposes of Condition 41.1(B), a material change shall be deemed to have occurred if any event or circumstance (including entry by the Station Facility Owner into a new access agreement permitting a passenger service operator to use the Station, or amendment or termination of any existing access agreement permitting such use) shall have occurred which materially affects or is likely materially to affect the number of Vehicles operated by or on behalf of any Passenger Operator which stops at the Station.
- 41.4 Upon entry into a Station Access Agreement with a passenger service operator and pending the first calculation thereafter by the Station Facility Owner pursuant to Condition 41.1, the Station Facility Owner shall, for the purposes of calculating the Total Variable Charge applicable in respect of such passenger service operator, use such estimate of the number of Vehicles in question as may have been provided to the Station Facility Owner by the relevant passenger service operator for the purposes of this Condition 41. If no such estimate shall have been so provided, the Station Facility Owner shall use its own estimate for such purpose. This Condition 41.4 shall not apply to Managed Stations.
- 41.5 For the purposes only of paragraph (a)(ii) for Managed Stations, and paragraph (b)(iii) for Non-Managed Stations and FRI Stations], as the case may be, of the definition of "Common Charges", the Passenger Operator's Proportion shall be equal, as at the Commencement Date, to the percentage specified for this purpose in the Station Access Agreement, (or, where no Station Access Agreement exists, as reasonably determined by the Station Facility Owner) so as to achieve a fair and reasonable allocation of charges having regard to the relative use of the Station by each Passenger Operator and shall thereafter be recalculated in accordance with Condition 41 only when:
- (A) there is a change in the number or identity of Passenger Operators; or
 - (B) it shall be likely that such a recalculation would alter the Passenger Operator's Proportion of any Passenger Operator by an amount which is greater than the percentage specified in the table below of its Passenger Operator's **Proportion immediately prior to the recalculation in question.**

[Managed Stations]

Passenger Operator's Proportion of Long Term Charge	Percentage alteration Required
25% or less	more than 100%
More than 25% but less than 50%	more than 85%
50% or more	more than 70%]

[Non-Managed Stations]

[insert]]

[FRI Stations]

Passenger Operator's Proportion of Long Term Charge	Percentage Alteration Required
25% or less	More than 100%
More than 25% but less than 50%	More than 85%
50% or more	More than 70%]

- 41.6 If a Station Access Agreement is terminated by mutual agreement, the Station Facility Owner shall indemnify each Passenger Operator and keep each of them indemnified against the Excess Proportion.
- 41.7 In Condition 41.6, the "Excess Proportion", in relation to each Passenger Operator, shall be calculated as follows:

[Managed Stations]

$$EP = (LTC_{actual} - LTC_{notional}) + (FC_{actual} - FC_{notional})$$

where:

EP is the Excess Proportion of the affected operator;

LTC_{actual} is the amount of the Passenger Operator's Proportion of the Long Term Charge which is payable by the affected operator for the relevant period following the relevant termination;

$LTC_{notional}$ is the amount of the Passenger Operator's Proportion of the Long Term Charge which, on the assumed basis, would have been payable by the affected operator for the relevant period if the relevant termination had not taken place;

FC_{actual} is the amount of the Passenger Operator's Proportion of the Fixed Charges which is payable by the affected operator for the relevant period following the relevant termination;

$FC_{notional}$ is the amount of the Passenger Operator's Proportion of the Fixed Charges which, on the assumed basis, would have been payable by the affected operator for the relevant period if the termination had not taken place;]

[Non-Managed Stations and FRI Stations]

$$EP = (LTC_{actual} - LTC_{notional}) + (RVC_{actual} - RVC_{notional})$$

where:

EP is the Excess Proportion of the affected operator;

LTC_{actual} is the amount of the Passenger Operator's Proportion of the Long Term Charge which is payable by the affected operator for the relevant period following the relevant termination;

LTC_{notional}	is the amount of the Passenger Operator's Proportion of the Long Term Charge which, on the assumed basis, would have been payable by the affected operator for the relevant period if the relevant termination had not taken place;
RVC_{actual}	is the amount of the Residual Variable Charge which is payable by actual the affected operator for the applicable period following the relevant termination;
RVC_{notional}	is the amount of the Residual Variable Charge which, on the assumed basis, would have been payable by the affected operator for the applicable period if the relevant termination had not taken place;
"affected operator"	means the Passenger Operator in question;
"applicable period"	means the period beginning on the date of the relevant termination and ending on the earlier of: (a) the last day of the Accounting Year in which the relevant termination occurred; and (b) the next following date in respect of which the Station Facility Owner shall carry out a calculation pursuant to Condition 41.1;
"assumed basis"	means the assumption that: (a) the relevant termination did not occur; and (b) the Passenger Operator's Departures of the outgoing operator in the relevant period or the applicable period (as the case may be) were the same as they were immediately prior to the relevant termination;
"outgoing operator"	means the Passenger Operator whose Station Access Agreement has been the subject of a relevant termination;
"relevant period"	means the period beginning on the date of the relevant termination and ending on the date upon which the Station Access Agreement in question was expressed to expire by reason of the passage of time; and
"relevant termination"	means the termination by mutual agreement of the Station Access Agreement of a User other than the affected operator.]

41A. **Review of Access Charge generally**

41A.1. The Station Facility Owner and all Users shall:

- (A) within 30 days of the giving of a notice by any one of them to the others for the purposes of this Condition 41A.1 formally review (with each other, and in consultation with the Secretary of State):
 - (1) the amounts payable by any person to another under a Station Access Agreement and this Station Code;
 - (2) the manner in which, and the dates by which, such amounts shall be payable; and
 - (3) their allocation; and
 - (B) negotiate with each other with a view to reaching agreement on any amendments to this Station Code and the relevant Station Access Agreement which the Station Facility Owner or any User may consider necessary or desirable in respect of any such matters.
- 41A.2. If the Station Facility Owner and the Users fail to reach agreement with each other on such amendments within 90 days of the giving of the notice referred to in Condition 41A.1(A), the matters in dispute may be resolved in accordance with Part M of the GBR Code. Such determination shall:
- (A) be made having regard to the all the relevant circumstances; and
 - (B) establish the proposed amendments to this Station Code and the relevant Station Access Agreement.
- 41A.3 Any proposed amendments pursuant to Condition 41A.1 or 41A.2 shall take effect in accordance with their terms, subject only to any requirements imposed by applicable law.
- 41A.4 In respect of Managed Stations only, the provisions of this Condition 41A shall not apply to any review of the Fixed Charges, and instead Condition 43A.9 shall apply.

PART 6A: MANAGED STATIONS SPECIFIC CHARGING PROVISIONS

42. The Long Term Charge

42.1 Effective date

This Condition 42 shall have effect from the Long Term Charge Commencement Date.

42.2 Principal formula

42.2.1 Calculation

During each relevant year t (and so in proportion for any period comprising less than a full relevant year), the Long Term Charge shall be such amount as is calculated in accordance with the following formula:

$$LTC_t = S_t + L_t$$

where

LTC_t means the Long Term Charge in relevant year t;

S_t means an amount which is derived from the following formula:

$$S_t = S_{t-1} \times \left(1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}} \right)$$

where:

CPI_{t-1} means the value of CPI published or determined with respect to the month of November in relevant year t-1;

CPI_{t-2} means the value of CPI published or determined with respect to the month of November in relevant year t-2; and

L_t means an amount (whether of a positive or negative value) allowed in respect of the financial consequences to the Station Facility Owner in relevant year t following a relevant change of law, calculated in accordance with Condition 42.3,

but so that

- (i) subject to paragraph (ii) below, in relation to the relevant year commencing on [1 April 2024], S_{t-1} shall have the value specified in [paragraph 13 of Schedule 1 of the Station Access Agreement]; and
- (ii) in relation to any relevant year (including, where applicable, the relevant year commencing on [1 April 2019]) in which the value specified in [paragraph 13 of Schedule 1 of the Station Access Agreement] is altered, otherwise than in accordance with this Station Code or applicable law, S_t shall have the value specified in [paragraph 13 of Schedule 1 of the Station Access Agreement] (as so altered) and in relation to the next following relevant year S_{t-1} shall have the same value.

42.2.1A *Mid-year calculation*

Where an alteration to the amount of the Long Term Charge is made other than at the beginning of the Accounting Year, the increase or decrease to be recovered from or reimbursed to the Users of the station under the Access Charge resulting from the alteration to the amount of the Long Term Charge shall only be recovered or reimbursed from the beginning of the Accounting Period after the Accounting Period in which the alteration of the Long Term Charge is made and the amount to be recovered or reimbursed shall be an amount calculated as follows:

$$X = A \cdot [Pd/13]$$

where:

X means the amount to be recovered or reimbursed;

A means the amount of the alteration to the amount of the Long Term Charge; and

Pd means the Accounting Periods remaining in the Accounting Year after but not including the Accounting Period in which the alteration to the amount of Long Term Charge is made.

42.2.2 *Obligation to provide specification of calculation*

The Station Facility Owner shall provide to each User such specification of the calculation of the amount specified in [paragraph 13 of Schedule 1 of the Station Access Agreement] in a form and amount of detail, and within such time, as is reasonable and sufficient to enable the User to make a proper assessment of the calculation.

42.3 Relevant changes of law

42.3.1 *General*

The following sub-paragraphs of this Condition 42.3 shall apply for the purpose of determining the value (if any) of the term L_t in Condition 42.2.

42.3.2 *Relevant amounts*

42.3.2.1 *Inclusion in formula*

If a relevant change of law occurs after the Long Term Charge Commencement Date, L_t in any relevant year shall be the relevant amount.

42.3.2.2 *Meaning of relevant amount*

The relevant amount is such reasonable amount:

- (a) which the Station Facility Owner, as a prudent land owner responsible for the structural integrity and maintenance of the Station behaving with due efficiency and economy, may incur in (or save by reason of) complying, during relevant year t , with requirements resulting directly and necessarily from the relevant change of law in question; and
- (b) which it is fair and reasonable be borne by the Users having regard to all relevant circumstances and, subject to that, to the other matters referred to in Condition 96.

42.3.3 *Notification of change of law involving material amounts*

42.3.3.1 As soon as reasonably practicable after becoming aware of any relevant change of law which will or may reasonably be expected to involve the expenditure or saving by the Station Facility Owner of a material amount, the Station Facility Owner shall:

- (a) notify each User of the relevant change of law in question and of its assessment of the relevant amount; and
- (b) provide to each User such information as it shall reasonably require, in a form and amount of detail which is sufficient to enable it to make a proper assessment of the effect of the relevant change of law and of the assessment referred to in sub-paragraph (a) above.

42.3.4 *Value of relevant amount*

The amount referred to in Condition 42.3.2 for inclusion in the term L_t shall (save in the circumstances referred to in the remaining paragraphs of this Condition 42) be such amount as may be agreed between the Station Facility Owner and the Users or as may be determined in accordance with any procedure for the settlement of disputes provided for in this Station Code.

42.4 *Review of Long Term Charge*

42.4.1 *Review*

42.4.1.1 [The Station Facility Owner] may at any time and from time to time initiate an access charges review in respect of the parties' arrangements under the Station Access Agreement and this Station Code in relation to:

- (a) the amount of the Long Term Charge;
- (b) the manner in which, and the dates by which, the Long Term Charge shall be payable; and
- (c) its allocation amongst Users.

42.4.1.2 The implementation of an access charges review shall be initiated by [the Station Facility Owner] giving a review notice. The conclusions of any access charges review initiated pursuant to Condition 42.4.1.1 shall only have effect on and from 1 April 2029 or such later date as may be specified.

42.4.2 *Definitions*

In this Condition 42.4:

“access charges review” [**]; and

“review notice” [**].

42.5 *Definitions*

In this Condition 42, unless the context otherwise requires:

“CPI” means the Consumer Prices Index (all items) whose value is published each month by the Office for National Statistics in its statistical bulletin on consumer price inflation, or:

- (a) if the Consumer Prices Index for any month in any year shall not have been published on or before the last day of the third month after such month, such index as the Station Facility Owner, acting reasonably and after consultation with the Users, determines to be appropriate in the circumstances; or
- (b) if there is a material change in the basis of the Consumer Prices Index, such other index as the Station Facility Owner, acting reasonably and after consultation with the Users, determines to be appropriate in the circumstances;

"material amount"	means an amount which the Station Facility Owner may incur in, or save by reason of, complying with a relevant change of law which is likely to result in an increase (or decrease) in the annual Long Term Charge under a Station Access Agreement of an amount equivalent to or exceeding: (a) 0.5 <i>per cent</i> of the Long Term Charge in the relevant year t in which the Station Facility Owner first becomes liable to make any payment or perform any other obligation in so complying; or (b) 0.5 <i>per cent</i> of the product of (i) the annual Long Term Charge in the relevant year t in which the Station Facility Owner first becomes liable to make any payment or perform any other obligation in so complying and (ii) the number of remaining whole relevant years up to and including the relevant year ending on [31 March 2029];
"relevant amount"	bears the meaning given to it in Condition 42.3.2.2;
"relevant change of law"	means a Change of Law or the Direction of a Competent Authority;
"relevant year"	means a Financial Year commencing on 1 April and ending on the following 31 March; "relevant year t" means the relevant year for the purposes of which any calculation falls to be made; "relevant year t-1" means the relevant year preceding relevant year t; and similar expressions shall be construed accordingly.

43 Qualifying Expenditure

43.1 Expenses of Common Station Services and Common Station Amenities

43.1.1 Subject to Condition 43.3, all costs and expenses reasonably payable or incurred by the Station Facility Owner in providing or procuring the provision of the Common Station Amenities or the Common Station Services, or which can be properly attributed to the operation of the Station as a railway station, together with all costs and expenses reasonably payable or incurred in or in procuring or as a direct result of the following:

- (A) compliance with administrative and secretarial and other incidental obligations of the Station Facility Owner in Parts 2, 3 and 9 and Conditions 28, 29, 31, 41 and 72.
- (B) the payment of any existing or future taxes, rates, charges, duties, assessments, impositions and other outgoings paid or payable by the Station Facility Owner in respect of the Station excluding:
 - (1) Value Added Tax, except to the extent that such Value Added Tax is not available for credit for the Station Facility Owner, or for any person with which the Station Facility Owner is treated as a member of a group for Value Added Tax purposes, under Sections 25 and 26 of the Value Added Tax Act 1994 and then only to the extent that such Value Added Tax is not recoverable under the Station Access Agreement;
 - (2) tax on the overall net income of the Station Facility Owner;
 - (3) taxes, interest and penalties arising by virtue of the Station Facility Owner's delay or default or failure to make an appropriate claim for relief or make such a claim timorously; and
 - (4) taxes which do not relate to the period of events within the period of the Station Access Agreement;
- (C) the making or defending of any claim, litigation, lien, demand or judgement in respect of the Common Station Services and Common Station Amenities in accordance with this Station Code;
- (D) the payment of fees and expenses of any professional adviser or valuer reasonably engaged by the Station Facility Owner in connection with any of the provisions of this Condition 43.1;
- (E) the termination of the contracts of employment of Relevant Employees (other than any cost or expense which represents any payment in respect of a claim for unfair or wrongful dismissal or redundancy payments in excess of the Redundancy Liability), where for the purposes of this paragraph (E):

- (1) "QX Services" means any work or service the cost or expense of which would be or is Qualifying Expenditure where the contract for the provision of which by another person is entered into by the Station Facility Owner;
 - (2) "QX Services Contract Date" means the date of the relevant contract for the provision of QX Services;
 - (3) "Relevant Employees" means any employees of the Station Facility Owner who were directly wholly or mainly engaged in the provision of the QX Services by the Station Facility Owner and whose contracts of employment are terminated by reason of redundancy by the Station Facility Owner after the Station Facility Owner has used its reasonable endeavours to redeploy them to suitable alternative employment by the giving of the minimum notice legally required to terminate such contracts within 6 months of the Cessation Date;
 - (4) "Redundancy Liability" means such redundancy payments as would have been payable by the Station Facility Owner to Relevant Employees on the basis of its standard (not enhanced) redundancy arrangements in place as the QX Services Contract Date and by applying to the Relevant Employees:
 - (a) a period of service equal to the average period of service; and
 - (b) remuneration equal to the average remuneration,

(in each case as at the QX Services Contract Date), of all employees of the Station Facility Owner at the Station who were as at the QX Services Contract Date of the same grades as the Relevant Employees as at the QX Services Contract Date; and
- (F) the termination, within one month of the termination of any contract of employment of a Relevant Employee of any contract pursuant to which any agent (other than an employee) of the Station Facility Owner provides any QX Services or part thereof after the Station Facility Owner has used its reasonable endeavours to minimise the costs or expenses of such termination;
- (G) the termination of the contracts of Sub-Contractor Employees (other than any cost or expense which represents (a) any payment in respect of a claim for unfair or wrongful dismissal or redundancy payments in excess of the Redundancy Liability (as defined in Condition 43.1.1(E)) or (b) the making of any protective award under Section 189 or (c) the ordering of any penalty under Section 193 of the Trade Union and Labour Relations (Consolidation) Act 1992) where such costs and expenses are incurred by the Station Facility Owner in

accordance with the terms of a Sub-Contract. For the purposes of this Condition 43.1.1(G):

- (1) "Sub-Contractor Employee" means any employee of a Sub-Contractor who was directly wholly or mainly employed in the provision of Common Station Services supplied by such Sub-Contractor under a Sub-Contract at the time the provision of such Common Station Services by the Sub-Contractor was terminated;
 - (2) "Sub-Contract" means a sub-contract between [GBR] and any Passenger Operator entered into from time to time whereby [GBR] has sub-contracted the provision of any Common Station Services to such Passenger Operator; and
 - (3) "Sub-Contractor" means any Passenger Operator with whom [GBR] has entered into a Sub-Contract; or
- (H) insurance in accordance with Condition 26.1, after deducting any commission or discount to or to any person on behalf of the Station Facility Owner for effecting the relevant insurance policy;
- (I) the application of any amount by the Station Facility Owner pursuant to Condition 27.1(A) (subject to the proviso to Condition 27.1) on the occurrence of an Insured Risk;
- (J) the Maintenance and/or Repair of those Elements of the Station and those items of Equipment the responsibility for the Maintenance and/or Repair of which is listed in the Elements Inventory or the Equipment Inventory as being Qualifying Expenditure, the Maintenance of any part of the Station which forms part of the Common Station Amenities or of any item of Equipment which is not referred to in the Elements Inventory or the Equipment Inventory, any works required pursuant to Condition 22.1 (B) and the painting and decorating of buildings forming part of the Station Amenities pursuant to Condition 22.2,

provided that where any costs and expenses referred to in this Condition 43.1.1 relate to the whole of the Station, only such proportion of them as can be properly be attributed to those parts of the Station which are:

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

shall constitute Qualifying Expenditure;

43.1.2 [75%] of the costs and expenses properly and exclusively payable or incurred by the Station Facility Owner in procuring that all Track Litter is collected and disposed of in accordance with Condition 81.1 (P); and

43.1.3 such fee in respect of the overheads of the Station Facility Owner and by way of a management fee for operating or procuring the operation of the Station as notified by GBR from time to time.

43.2 Calculation of Qualifying Expenditure

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

- (A) any money received from any person other than a User in respect of the use of the Common Station Amenities or the Common Station Services for or in connection with operation of trains by that person, by way of service charge or otherwise;
- (B) any money received from Users (other than Passenger Operators to which Part 6 applies), in respect of the use of the Common Station Amenities or the Common Station Services by way of service charge or otherwise;
- (C) any insurance proceeds received in respect of matters which would otherwise have given rise to expenses for the purposes of calculation of Qualifying Expenditure;
- (D) any money paid to the Station Facility Owner by way of damages to compensate for, or reimbursement of, costs which would otherwise be treated as expenses for the purposes of calculation of Qualifying Expenditure; and
- (E) (subject to any modifications to this Condition 43.2.1(E) pursuant to Condition [42]), any money received in respect of the use of the Common Station Amenities or Common Station Services from any person having rights of occupation over any part of the Station under a lease or a licence, save where such money is;
 - (1) received by way of rent or licence fee; and
 - (2) paid or received (whether by way of service charge or otherwise) in respect of a lease or licence of any part of the Station which was let or licensed as at the Conditions Efficacy Date.]

43.3 Excluded Costs and Expenses

43.3.1 The following costs and expenses shall not form part of the costs and expenses described in Condition 43.1.1:

- (A) the costs and expenses of:

- (1) executing the Existing Works;
- (2) carrying out the Repair [and Maintenance] obligations of the Station Facility Owner under Part 4 save to the extent provided in Condition [43.1.1(G)];
- (B) any amount payable by the Station Facility Owner to any person as a result of the failure of the Station Facility Owner to perform any obligation or of any warranty given by the Station Facility Owner not being true and accurate in all respects;
- (C) costs incurred pursuant to Conditions [27.4, 44.2, 46.3, 70.2, 76.2, 77.3, 78.1, 79.3, 82.1(H), 82.1(I), 92.2] and Clause [8.2.1] of the Station Access Agreement] and any costs incurred by the Station Facility Owner as the Proposer of a Material Change Proposal made in accordance with Part 3;
- (D) costs incurred in providing [and maintaining] public car parking, left luggage, public toilets, lost property and public telephones (as applicable) save to the extent that they are included in Qualifying Expenditure pursuant to Condition 98.1;
- (E) costs incurred in procuring the services of the British Transport Police at the Station;
- (F) [all costs incurred in relation to works identified in Paragraph [12] (Disrepairs to be remedied) of Schedule 1 of the Station Access Agreement.]

43.4 Sample Period

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

For these purposes:

“Passenger Change Dates”	means the dates [specified by GBR];
“Passenger Timetable”	means any timetable of passenger railway services published or procured to be published to the public by GBR;
“Week”	means a calendar week measured Sunday to Saturday (Inclusive) and not containing a bank or public holiday.

43A Access Charging, Fixed Charges for Control Period

- 43A.1 Fixing Charges for Funding Period generally

This Condition 43A provides for the agreement or determination of Fixed Charges in respect of the Station for the entirety of a Funding Period.

In this Condition 43A, unless the context otherwise requires:

“Fixed QX Charges Notice” means a notice given by the Station Facility Owner which:

- (a) is given to each Passenger Operator before the Funding Period Start Date in respect of the Funding Period to which it relates;
- (b) states the amount of such fixed charges as the Station Facility Owner is willing to accept (subject to the provisions of this Condition 43A) in respect of the Station Fixed QX Charge for the Funding Period to which it relates;
- (c) includes a break-down of the Station Fixed QX Charge in sufficient detail to enable the Passenger Operator to make a proper assessment of the charges proposed;
- (d) indicates the method of calculation of the Station Fixed QX Charge and the cost of the amenities and services in question (including, where appropriate, the method of apportionment of costs which are incurred for both those amenities and services and other matters);
- (e) may include provision for indexation of the relevant amounts;
- (f) includes details of the specifications and other assumptions applied in calculating such Station Fixed QX Charge (including, where appropriate, any efficiency profile);
- (g) sets out the Individual Fixed QX Charge and shows the breakdown of the Station Fixed QX Charge between the Passenger Operators in accordance with their respective Passenger Operator’s Proportion;
- (h) provides a period for response, being not less than 6 weeks from the date of the notice; and
- (i) includes similar information in relation to all Managed Stations;

“Force Majeure” has the meaning ascribed to it in Condition 73.1 of the this Station Code.

“Funding Period” means a period in respect of which funding and financial planning for railway infrastructure and related services is determined in accordance with the 2026 Act;

“Funding Period Start Date” means the date upon which a Funding Period begins;

“Individual Fixed QX Charge” means, in respect of each Passenger Operator, the Passenger Operator’s Proportion of the Station Fixed QX Charge for each Accounting Year of the relevant Funding Period, provided that if the Passenger Operator’s Proportion changes during an Accounting

Year, “Individual Fixed QX Charge” means an amount equal to the aggregate of the Passenger Operator’s Proportion of the Station Fixed QX Charge for each of the relevant periods in the Accounting Year in question, calculated as follows:

$$ICFn = A/365 \times POPn \times IFCn$$

where:

ICFn is the Individual Fixed QX Charge for the relevant period in question

A is the number of days in the relevant period in question

POPn is the Passenger Operator’s Proportion during the relevant period in question

IFCn is the Station Fixed QX Charge for the Accounting Year in question

“relevant periods” means:

- (a) the period beginning on the first day of the Accounting Year to the first change date;
- (b) each period from each change date in the Accounting Year to the next following change date in the Accounting Year; and
- (c) the period between the last change date in the Accounting Year to and including the last day of the Accounting Year; and

“change date” means the date upon which the Passenger Operator’s Proportion changes in the Accounting Year pursuant to Part 6;

“Managed Station” means any station of which the Station Facility Owner is the licensed operator (and to which this Condition 43A applies);

“Notice Response Period” means a reasonable period for response specified in the Fixed QX Charges Notice; and

“Station Fixed QX Charge” shall mean the Fixed Charges payable for the Station in respect of the Common Station Amenities and the Common Station Services for each Accounting Year of the relevant Funding Period.

43A.2 Notice of Fixed Charges

The Station Facility Owner shall give a Fixed QX Charges Notice in respect of each Funding Period and:

- (A) the Station Facility Owner shall provide each Passenger Operator with such further information and/or clarification relating to the amounts notified as the Passenger Operator may from time to time reasonably request, promptly upon receipt of any such request; and

- (B) Each Passenger Operator shall notify the Station Facility Owner as soon as practicable and in any event before the end of the Notice Response Period whether it agrees the Station Fixed QX Charge and to pay the Individual Fixed QX Charge based on it in the amounts stated for the relevant Funding Period.
- (C) If a Passenger Operator does not agree the Station Fixed QX Charge and to pay the Individual Fixed QX Charge based on it in the amounts stated, then:
 - (1) its notification under Condition 43A.2(B) shall include details of the aspects of the Individual Fixed QX Charge / Station Fixed QX Charge and their calculation to which it objects, and the reasons for objection;
 - (2) the Passenger Operator shall provide the Station Facility Owner with such further information and/or clarification as to its objection as the Station Facility Owner may reasonably request, promptly upon receipt of any such request; and
 - (3) the Station Facility Owner and the Passenger Operator shall seek to reach agreement as to the amount of the Station Fixed QX Charge and, based on this, the amount of the Individual Fixed QX Charge to be paid by the Passenger Operator to the Station Facility Owner, subject to Conditions 43A.3 to 43A.5.

43A.3 Agreement of Fixed Charges

In the event that

- (A) in relation to the Station, all Passenger Operators shall have agreed the Station Fixed QX Charge and to pay the Individual Fixed QX Charge based on it, and
- (B) in relation to all other Managed Stations, the relevant passenger service operators have similarly agreed,

then the Station Facility Owner shall notify each Passenger Operator that the Fixed Charges are agreed in respect of the Station, and they shall be payable accordingly for the relevant Funding Period, subject to Condition 43A.8.

43A.4 Wider agreement

In the event that all Passenger Operators shall have agreed the Station Fixed QX Charge and to pay the Individual Fixed QX Charge based on it (but not all of the relevant passenger service operators in relation to the other Managed Stations have agreed similarly), then:

- (A) the Station Facility Owner may at its discretion notify each Passenger Operator that the Fixed Charges are agreed in respect of the Station, and they shall be payable accordingly for the relevant Funding Period, subject to Condition 43A.9; and

- (B) if the Station Facility Owner does not notify as provided under Condition 43A.4(A), then it shall refer within 21 days from the end of the Notice Response Period, the issue of the amount of the Fixed Charges that are to be payable for determination under Condition 43A.6.

43A.5 Failure to agree

In the event that not all Passenger Operators shall have agreed the Station Fixed Charge and to pay the Individual Fixed QX Charge based on it in respect of the Station by the end of the Notice Response Period, then the Station Facility Owner shall refer within 21 days from the end of the Notice Response Period for determination under 43A.6 the issue of what Fixed Charges are to be payable by the Passenger Operators in respect of the Station for the relevant Funding Period.

43A.6 Referral to determination

Any referral under Condition 43A.4 or 43A.5 shall be in accordance with Part M of the GBR Code and the parties in dispute shall agree, by way of a Procedure Agreement within the meaning of Part M of the GBR Code, that:

- (A) the determination shall establish the Station Fixed QX Charge payable for the Station in respect of the Common Station Amenities and the Common Station Services for each Accounting Year of the relevant Funding Period at the amount which shall be considered by relevant Dispute Resolution Body to which the dispute is allocated to be fair and reasonable and include appropriate payments:
 - (a) in respect of the overheads of the Station Facility Owner and for providing or procuring the provision of the relevant amenities or services; and
 - (b) to reflect the risks which will be borne by the Station Facility Owner in providing or procuring the provision of the relevant amenities or services on fixed charges;
- (B) the determination shall be undertaken together with all (if any) referrals arising in relation to the Fixed QX Charges Notice in respect of other Managed Stations and so that the expert shall determine those referrals accordingly.
- (C) the determination shall be final and binding on the Station Facility Owner and the Users, and the Fixed Charges so determined shall be payable accordingly.

43A.7 Specifications

Where the Fixed Charges have been agreed or determined on the basis of any specification, then the Station Facility Owner's obligations in respect of the relevant Common Station Services and Common Station Amenities shall be by reference to that specification and:

- (A) that specification shall be treated as superseding any then existing specification contained or referred to in [the Annexes] which relates to

the relevant Common Station Services or Common Station Amenities;
and

- (B) there shall be promoted a Proposal for Change for the purposes of updating the text [of the Annexes] accordingly, to which no User shall unreasonably object, but so that the effect of Condition 43A.7(A) shall not be prejudiced pending any such Proposal becoming effective.

43A.8 Transition

If a Fixed QX Charges Notice has been served, but the amount of Fixed Charges has not been ascertained by the Funding Period Start Date, whether by virtue of Condition 43A.3, 43A.4(A) or 43A.5, then:

- (A) the Fixed Charges stated in the Fixed QX Charges Notice shall apply as from the Funding Period Start Date to the end of the four week period beginning the day after the date of ascertainment of the Fixed Charges, ascertained by way of any of conditions 43A.3, 43A.4(A) or 43A.6;
- (B) forthwith following ascertainment:
 - (1) the Station Facility Owner shall repay to the Passenger Operator an amount equal to the amount (if any) by which the amount so paid exceeds that which would have been payable on the basis of the ascertained Fixed Charges being payable from the beginning of the Funding Period;
 - (2) the Passenger Operator shall pay to the Station Facility Owner an amount equal to the amount (if any) by which the amount so paid is less than that which would have been payable on the basis of the ascertained Fixed Charges being payable from the beginning of the Funding Period,

together with interest on such an amount at the Default Rate, calculated pursuant to Condition 37.

43A.9 Adjustment of Fixed Charges

- (A) The Station Facility Owner or any Passenger Operator may at any time during a Funding Period in relation to which Fixed Charges are payable under this Condition 43A seek a review of the amount of the Fixed Charges on the basis that:
 - (1) exceptional circumstances have arisen, which could not reasonably have been foreseen at the time when those Fixed Charges were established;
 - (2) these circumstances may include a Change of Law, the direction of a Competent Authority or the effect of an event of Force Majeure;
 - (3) such circumstances have, or may reasonably be expected to have, a fundamental effect on the relationship between the Fixed Charges and the underlying costs or benefits such that it would be inequitable for the Fixed Charges to continue at their current level.

- (B) Such a review shall be initiated by service of a notice, in case of notice by the Station Facility Owner served upon the Passenger Operators, and in the case of notice by a Passenger Operator, served upon the Station Facility Owner and other Passenger Operators. The notice shall:
 - (1) identify the circumstances that would justify such a review; and
 - (2) set out the review proposals.
- (C) The Station Facility Owner and Passenger Operators shall seek to reach agreement as regards the review and any consequential adjustment to the Fixed Charges.
- (D) In the event of failure to agree, the party seeking the review may refer the issue of what, if any, adjustment should be made and when, for determination in similar manner as under Condition 43A.6(A).
- (E) In the event of agreement or determination of any adjustment to the Fixed Charges in accordance with either Condition 43A.9(C) or (D) above, the adjustment shall take effect from such date as is agreed or determined ("the Date of Adjustment") and any overpayments or underpayments already made by the Train Operator to the Station Facility Owner in respect of the period commencing from the Date of Adjustment, will be reimbursed or paid as soon as possible.
- (F) An adjustment to the Fixed Charges during a Funding Period shall also be made to reflect the position where a Proposal for Change to a Common Station Amenity or a Common Station Service is approved pursuant to Parts 2 and/or 3 and such Proposal for Change includes an adjustment to the costs of providing such Common Station Amenity or Common Station Service. Such an adjustment should be addressed as part of the relevant Proposal for Change.

PART 6B: NON-MANAGED STATIONS SPECIFIC CHARGING PROVISIONS

Condition 42 The Long Term Charge

42.1 Effective Date

This Condition 42 shall have effect from the Long Term Charge Commencement Date

42.2 Principal formula

42.2.1 Calculation

During each relevant year t (and so in proportion for any period comprising less than a full relevant year), the Long Term Charge shall be such amount as is calculated in accordance with the following formula:

$$LTC_t = S_t + L_t$$

where

LTC_t means the Long Term Charge in relevant year t;

S_t means an amount which is derived from the following formula:

$$S_t = S_{t-1} \times \left(1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}} \right)$$

where:

CPI_{t-1} means the value of CPI published or determined with respect to the month of November in relevant year t-1;

CPI_{t-2} means the value of CPI published or determined with respect to the month of November in relevant year t-2; and

L_t means an amount (whether of a positive or negative value) allowed in respect of the financial consequences to the Station Facility Owner in relevant year t following a relevant change of law, calculated in accordance with Condition 42.3,

but so that

- (i) subject to paragraph (ii) below, in relation to the relevant year commencing on [1 April 2024], S_{t-1} shall have the value specified in paragraph 13 of Schedule 1 of the Station Access Agreement; and
- (iii) in relation to any relevant year (including, where applicable, the relevant year commencing on [1 April 2019]) in which the value specified in paragraph [13 of Schedule 1 of the Station Access Agreement] is altered, otherwise than in accordance with this Station Code or applicable law, S_t shall have the value specified in paragraph 13 of Schedule 1 of the Station Access Agreement (as so altered) and in relation to the next following relevant year S_{t-1} shall have the same value."

42.2.1A Mid-year calculation

Where an alteration to the amount of the Long Term Charge is made other than at the beginning of the Accounting Year, the increase or decrease to be recovered from or reimbursed to the Users of the Station under the Access Charge resulting from the alteration to the amount of the Long Term Charge shall only be recovered or reimbursed from the beginning of the Accounting Period after the Accounting Period in which the alteration of the Long Term Charge is made and the amount to be recovered or reimbursed shall be an amount calculated as follows:

$$X = A \bullet [Pd/13]$$

where:

X means the amount to be recovered or reimbursed;

A means the amount of the alteration to the amount of the Long Term Charge; and

Pd means the Accounting Periods remaining in the Accounting Year after but not including the Accounting Period in which the alteration to the amount of the Long Term Charge is made.

42.2.2 *Obligation to provide specification of calculation*

The Station Facility Owner shall provide to each Relevant Operator such specification of the calculation of the amount specified in paragraph [13 of Schedule 1 of the Station Access Agreement] in a form and amount of detail, and within such time as is reasonable and sufficient to enable the User to make a proper assessment of the calculation.

42.3 **Relevant changes of law**

42.3.1 *General*

The following sub-paragraphs of this Condition 42.3 shall apply for the purpose of determining the value (if any) of the term L_t in Condition 42.2.

42.3.2 *Relevant amounts*

42.3.2.1 *Inclusion in formula*

If a relevant change of law occurs after the Long Term Charge Commencement Date, L_t in any relevant year shall be the relevant amount.

42.3.2.2 *Meaning of relevant amount*

The relevant amount is such reasonable amount:

- (a) which the Station Facility Owner, as a prudent land owner responsible for the structural integrity and maintenance of the Station behaving with due efficiency and economy, may incur in (or save by reason of) complying, during relevant year t , with requirements resulting directly and necessarily from the relevant change of law in question; and
- (b) which it is fair and reasonable be borne by the Relevant Operators having regard to all relevant circumstances and, subject to that, to the other matters referred to in [Condition [96]].

42.3.3 *Notification of change of law involving material amounts*

42.3.3.1 As soon as reasonably practicable after becoming aware of any relevant change of law which will or may reasonably be expected to involve the expenditure or saving by the Station Facility Owner of a material amount, the Station Facility Owner shall:

- (a) notify each Relevant Operator of the relevant change of law in question and of its assessment of the relevant amount; and

- (b) provide to each Relevant Operator such information as it shall reasonably require, in a form and amount of detail which is sufficient to enable it to make a proper assessment of the effect of the relevant change of law and of the assessment referred to in sub-paragraph (a) above.

42.3.4 *Value of relevant amount*

The amount referred to in Condition 42.3.2 for inclusion in the term L_t shall (save in the circumstances referred to in the remaining paragraphs of this Condition 42) be such amount as may be agreed between the Station Facility Owner and the Relevant Operators or as may be determined in accordance with any procedure for the settlement of disputes provided for in this Station Code.

42.4 **Review of Long Term Charge**

42.4.1 *Review Notice*

42.4.1.1 The [Station Facility Owner] may at any time and from time to time initiate an access charges review in respect of the parties' arrangements under the Relevant Agreement and this Station Code in relation to:

- (a) the amount of the Long Term Charge;
- (b) the manner in which, and the dates by which, the Long Term Charge shall be payable; and
- (c) its allocation amongst Relevant Operators.

42.4.1.2 The implementation of an access charges review shall be initiated by the [Station Facility Owner] giving a review notice. The conclusions of any access charges review initiated pursuant to Condition 42.4.1.1 shall only have effect on and from 1 April 2029 or such later date as may be specified.

42.4.2 *Definitions*

In this Condition 42.4:

"access charges review" [**]; and

"review notice" [**].

42.5 **Definitions**

In this Condition 42, unless the context otherwise requires:

"CPI" means the Consumer Prices Index (all items) whose value is published each month by the Office for National Statistics in its statistical bulletin on consumer price inflation, or:

- (a) if the Consumer Prices Index for any month in any year shall not have been published on or before the last day of the third month after such month, such index as the Station Facility Owner, acting reasonably and after consultation with each Relevant Operator, , determines to be appropriate in the circumstances; or
- (b) if there is a material change in the basis of the Consumer Prices Index, such other index as the Station Facility Owner, acting reasonably and after consultation with each Relevant Operator, determines to be appropriate in the circumstances;

“material amount”	means an amount which the Station Facility Owner may incur in, or save by reason of, complying with a relevant change of law which is likely to result in an increase (or decrease) in the annual Long Term Charge under a Relevant Agreement of an amount equivalent to or exceeding: (a) 0.5 <i>per cent</i> of the Long Term Charge in the relevant year t in which the Station Facility Owner first becomes liable to make any payment or perform any other obligation in so complying; or (b) 0.5 <i>per cent</i> of the product of (i) the annual Long Term Charge in the relevant year t in which the Station Facility Owner first becomes liable to make any payment or perform any other obligation in so complying and (ii) the number of remaining whole relevant years up to and including the relevant year ending on [31 March 2029];
“relevant amount”	bears the meaning given to it in Condition 42.3.2.2;
“relevant change of law”	means a Change of Law or the Direction of a Competent Authority;
“relevant year”	means a Financial Year commencing on 1 April and ending on the following 31 March; “relevant year t” means the relevant year for the purposes of which any calculation falls to be made; “relevant year t-1” means the relevant year preceding relevant year t; and similar expressions shall be construed accordingly; and

43 Qualifying Expenditure

43.1 Expenses of Common Station Services and Common Station Amenities

- 43.1.1 Subject to Condition 43.3, 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:

(A) compliance with administrative and secretarial and other incidental obligations of the Station Facility Owner in Parts 2, 3 and 9 and Conditions 28, 29, 31, 41 and 72;

(B) the payment of any existing or future taxes, rates, charges, duties, assessments, impositions and other outgoings paid or payable by the Station Facility Owner in respect of the Station excluding:

- (1) Value Added Tax, except to the extent that such Value Added Tax is not available for credit for the Station Facility Owner, or for any person with which the Station Facility Owner is treated as a member of a group for Value Added Tax purposes, under Sections 25 and 26 of the Value Added Tax Act 1994 and then only to the extent that such Value Added Tax is not recoverable under the Station Access Agreement;
- (2) tax on the overall net income of the Station Facility Owner;
- (3) taxes, interest and penalties arising by virtue of the Station Facility Owner's delay or default or failure to make an appropriate claim for relief or make such a claim timeously; and
- (4) taxes which do not relate to the period or events within the period of the Station Access Agreement;

(C) the making or defending of any claim, litigation, lien, demand or judgement in respect of the Common Station Services and Common Station Amenities in accordance with this Station Code;

(D) 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 Condition 43.1;

(E) insurance in accordance with Conditions 26.1, after deducting any commission or discount to, or to any person on behalf of, the Station Facility Owner for effecting the relevant insurance policy;

(F) the payment of any sum payable by the Station Facility Owner pursuant to Condition 27.1(A) (subject to the proviso to Condition 27.1) on the occurrence of an Insured Risk; and

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

43.1.2 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 notified by GBR from time to time.

43.1.3 [75%] of the costs and expenses properly and exclusively payable or incurred by the Station Facility Owner in procuring that all Track Litter is collected and disposed of in accordance with Condition 81.1 (P).

43.2 Calculation of Qualifying Expenditure

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

43.2.1 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 [98];

43.2.2 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;

43.2.3 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

43.2.4 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.

43.3 Excluded Costs and Expenses

The following costs and expenses shall not form part of the costs and expenses described in Condition 43.1 of this Condition 43:

43.3.1 the costs and expenses of:

(A) executing the Existing Works;

(B) carrying out the Repair and Maintenance obligations of the Station Facility Owner under Part 4;

(C) the services of the British Transport Police at the Station

43.3.2 any amount payable by the Station Facility Owner to any person as a result of the failure of the Station Facility Owner to perform any obligation or of any warranty given by the Station Facility Owner not being true and accurate in all respects;

43.3.3 costs incurred pursuant to Conditions [27.4, 44.2, 46.3, 70.2, 76.2, 77.3, 78.1, 79.3, 82.1(H), 82.1(I), 92.2] and Clause [8.2.1] and any costs incurred by the Station Facility Owner as the Proposer of a Material Change Proposal made in accordance with Part 3;

43.4 Sample Period

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

For these purposes:

"Passenger Change Dates"	means the dates [specified by GBR];
"Passenger Timetable"	means any timetable of passenger railway services published or procured to be published to the public by GBR;
"Week"	means a calendar week measured Sunday to Saturday (Inclusive) and not containing a bank or public holiday.

PART 6C: FRI STATIONS SPECIFIC CHARGING PROVISIONS

42 Long Term Charge

42.1 *Calculation*

During each relevant year t (and so in proportion for any period comprising less than a full relevant year), the Long Term Charge shall be such amount as is calculated in accordance with the following formula:

$$LTC_t = S_t$$

where:

LTC_t means the Long Term Charge in relevant year t ;

S_t means $S_{t-1} \cdot [1 + RPI_{t-1}]$;

100

RPI_{t-1} means the percentage change (whether of a positive or

negative value) in the Retail Prices Index published or determined with respect to November in relevant year t-1 and the index published or determined with respect to November in relevant year t-2;

- "relevant year" means a Financial Year commencing on 1 April and ending on the following 31 March;
- "relevant year t" means the relevant year for the purposes of which any calculation falls to be made; "relevant year t-1" means the relevant year preceding relevant year t; and similar expressions shall be construed accordingly; and
- "Retail Prices Index" means the general index of retail prices published by the Central Statistical Office each month in respect of all items or:
- (a) if the index for any month in any year shall not have been published on or before the last day of the third month after such month, such index as the Station Facility Owner, acting reasonably after consultation with each Relevant Operator, determines to be appropriate in the circumstances; or
 - (b) if there is a material change in the basis of the index, such other index as the Station Facility Owner, acting reasonably and after consultation with each Relevant Operator, determines to be appropriate in the circumstances,
- but so that (without prejudice to the calculation of any Long Term Charge relating to a previous year) in relation to the relevant year commencing from a year in which the value specified in paragraph 13 of Schedule 1 is altered, St shall have the value specified in paragraph 13 of Schedule 1 and in relation to the next following relevant year St-1 shall have the same value.

42.2 *Mid-year calculation*

Where an alteration to the amount of the Long Term Charge is made other than at the beginning of the Accounting Year, the increase or decrease to be recovered from or reimbursed to the Users of the station under the Access Charge resulting from the alteration to the amount of the Long Term Charge shall only be recovered or reimbursed from the beginning of the Accounting Period after the Accounting Period in which the alteration of the Long Term Charge is made and the amount to be recovered or reimbursed shall be an amount calculated as follows:

$$X=A. [Pd/13]$$

where:

X means the amount to be recovered or reimbursed;

A means the amount of the alteration to the amount of the Long Term Charge; and

Pd means the Accounting Periods remaining in the Accounting Year after but not including the Accounting Period in which the alteration to the amount of the Long Term Charge is made.

42.3 *Review of Long Term Charge*

42.3.1 Review Notice

42.3.1.1 The [Station Facility Owner] may at any time initiate an access charges review in respect of the parties' arrangements under the Relevant Agreement and this Station Code in relation to:

- (a) The amount of the Long Term Charge;
- (b) The manner in which, and the dates by which, the Long Term Charge shall be payable; and
- (c) Its allocation amongst Relevant Operators

42.3.1.2 The implementation of an access charges review shall be initiated by the [Station Facility Owner] giving a review notice. The conclusions of any access charges review initiated pursuant to Condition 42.3.1.1 shall only have effect on and from 1 April [X] or such later date as may be specified.

42.3.2 Definitions

In this condition 42.3:

"access charge review" [**]; and

"review notice" [**].

43 **Qualifying Expenditure**

43.1 **Expenses of Common Station Services and Common Station Amenities**

43.1.1 Subject to Condition 43.3, 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:

(A) compliance with administrative and secretarial and other incidental obligations of the Station Facility Owner in Parts 2, 3 and 9 and Conditions 28, 29, 31, 41 and 72;

(B) the payment of any existing or future taxes, rates, charges, duties, assessments, impositions and other outgoings paid or payable by the Station Facility Owner in respect of the Station excluding:

(1) Value Added Tax, except to the extent that such Value Added Tax is not available for credit for the Station Facility Owner, or for any person with which the Station Facility Owner is treated as a member of a group for Value Added Tax purposes, under Sections 25 and 26 of the Value Added Tax Act 1994 and then only to the extent that such Value Added Tax is not recoverable under the Station Access Agreement;

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

(3) taxes, interest and penalties arising by virtue of the Station Facility Owner's delay or default or failure to make an appropriate claim for relief or make such a claim timeously; and

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

(C) the making or defending of any claim, litigation, lien, demand or judgement in respect of the Common Station Services and Common Station Amenities in accordance with this Station Code ;

(D) 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 Part 6C;

(E) insurance in accordance with Condition 5.1.1, after deducting any commission or discount to, or to any person on behalf of, the Station Facility Owner for effecting the relevant insurance policy;

(F) the Minimum Sum on the occurrence of an Insured Risk; and

(G) compliance with the obligations of the Station Facility Owner in Conditions 22.1(B) and 23 to 25 and, save to the extent that the costs and expenses concerned have been increased by the Station Facility Owner's default.

43.1.2 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 by GBR from time to time.

43.1.3 All costs and expenses properly and exclusively payable or incurred by the Station Facility Owner in respect of the collection and disposal of Track Litter.

43.2 Calculation of Qualifying Expenditure

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

43.2.1 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 [98];

43.2.2 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;

43.2.3 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

43.2.4 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.

43.3 Excluded Costs and Expenses

The following costs and expenses shall not form part of the costs and expenses described in Condition 43.1 of this Condition 43:

43.3.1 the costs and expenses of:

(A) works of Repair; and

(B) the services of the British Transport Police at the Station;

(C) any amount payable by the Station Facility Owner to 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;

(D) costs incurred pursuant to Conditions [27.4, 44.2, 46.3, 70.2, 76.2, 77.3, 78.1, 79.3, 82.1(H), 82.1(I), 92.2] and Clause [8.2.1].

43.4 Sample Period

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

For these purposes:

“Passenger Change Dates”	means the dates [specified by GBR];
“Passenger Timetable”	means any timetable of passenger railway services published or procured to be published to the public by GBR;
“Week”	means a calendar week measured Sunday to Saturday (Inclusive) and not containing a bank or public holiday.

PART 7: EXISTING AGREEMENTS AND THIRD PARTY RIGHTS

44. General

- 44.1 No User shall do or permit to be done anything which might reasonably be expected to cause a breach of any Existing Agreement in so far as it is aware of any such obligations and such obligations relate to the Station.
- 44.2 The Station Facility Owner shall (on an after tax basis) indemnify each User, and keep it indemnified, against all costs and expenses reasonably and properly incurred by it in and as a consequence of its complying with its obligations under Condition 44.1 in relation to any Existing Agreement.

45. Station Facility Owner's representations, warranties and undertakings

- 45.1 Not used.
- 45.2 The Station Facility Owner shall comply with the obligations binding on the Station Facility Owner and contained in the Existing Agreements insofar as non-compliance by the Station Facility Owner would or could have a material adverse effect on any User or its business.
- 45.3 The Station Facility Owner represents, warrants and undertakes to each User that it has not entered into and will not enter into any agreement or other arrangement which results or is likely to result in a Relevant Restriction, except such as may arise pursuant to:
- (A) any Existing Agreement; or
 - (B) this Station Code.

46. Exercise of discretion/Grant of consent

- 46.1 Where any Existing Agreement contains rights and/or obligations:
- (A) whose exercise or effect depends on the exercise of any discretion, or the granting of any consent, approval or waiver by the Station Facility Owner; and
 - (B) the rights in respect of which may be exercised so as to protect the permission to use of any User,
- the Station Facility Owner, shall when exercising such discretion or granting such consent, approval or waiver, subject to the terms of that Existing Agreement, consult with and have due regard to any representations which may be made by any User and shall at all times ensure, so far as reasonably practicable, that any disruption to the operation and/or use of the Station is minimised in all respects.
- 46.2 Where any works are proposed to be carried out under the terms of any Existing Agreement:
- (A) where the Station Facility Owner has an absolute discretion in relation to the carrying out of such works, it shall comply with the relevant Conditions in Parts 3 and 4 as if the exercise of the discretion in question were a Proposal for Change; and

- (B) where it has no such absolute discretion in relation to the carrying out of such works, so far as reasonably practicable, it shall comply with Condition 21.1.
- 46.3 At the request of any User, the Station Facility Owner shall take all reasonable steps to exercise such rights, which shall include (without limitation) enforcing the collection of any contribution or compensation payable by a third party in respect of any works carried out in relation to the Station under any Existing Agreement.
- 47. **Additional agreements and Wayleave grants**
 - 47.1 The Station Facility Owner may:
 - (A) enter into additional agreements with third parties in respect of the Station; and
 - (B) grant wayleaves or easements at the Station to any public or local authority or public utility company or other persons, including (without limitation) rights of way,

which do not impose a Relevant Restriction or prevent the use of the Station for the provision of Station Services.
 - 47.2 The Station Facility Owner may retain the benefit of grants pursuant to Condition 47.1(B) including rents or other payments arising under them except for any compensation for damage suffered by each User which shall be paid to the User in question promptly upon receipt.
 - 47.3 No grant shall be made pursuant to Condition 47.1(B) until each User has been consulted and the Station Facility Owner shall have had due regard to that User's interests in the Station including the operational integrity of the Station and that User's existing and future plans for its use and enjoyment of the Station.
 - 47.4 Any grant of rights of way made pursuant to Condition 47.1(B) shall require the grantee to comply with the Station Facility Owner's reasonable requirements in relation to safety or security and to give due consideration to its and any User's representations regarding the effect of the exercise of the rights in question on its and the User's operations. Any grant of a right of entry to carry out works made pursuant to Condition 47.1(B) shall, so far as reasonably practicable, incorporate provisions controlling entry upon the Station no less beneficial than the provisions of Conditions 20.3(B) and 83.
 - 47.5 Where the Station Facility Owner wishes to enter into additional agreements with third parties or grant wayleaves or easements at the Station which impose a Relevant Restriction or prevent the use of the Station for the provision of Station Services, the provisions of Part 3 shall apply.
- 48. **Superior Estate Owner consent**
 - 48.1 Where, under this Station Code, the consent of the Station Facility Owner is required, and such consent may be given by the Station Facility Owner only with the permission of a Superior Estate Owner arising under a Superior Estate Grant in existence before 01 April 1994, it is a condition precedent to the grant

of that consent that such permission is first obtained, provided that the Station Facility Owner shall use all reasonable endeavours to obtain such permission.

49. **Supplemental Agreements**

49.1 In this Condition 49:

(A) "Relevant Arrangement" means:

- (1) an estate, interest or charge in or over land; or
- (2) an agreement and any other arrangement, whether or not of a similar nature;

in any such case contemplated by a Supplemental Agreement;

(B) "Supplemental Agreement" means any one or more of

- (1) an Agreement dated 01 April 1994 and made between the British Railways Board (1) and Railtrack PLC (2) and entitled "Agreement for Leases, Site Demarcations, Connection Agreements and BRT Easements" which forms part of the Railtrack Transfer Scheme;
- (2) an Agreement dated 01 April 1994 and made between Railtrack (1) and the British Railways Board (2) and entitled "Property Miscellaneous Provisions Agreement" which forms part of the Railtrack Transfer Scheme;
- (3) an Agreement dated 01 April 1994 and made between Railtrack (1) and BR Telecommunications Limited (2) and entitled "Framework Agreement relating to Grant of Easement and Property Leases" which forms part of the Railtrack Transfer Scheme and the British Rail Telecommunications Transfer Scheme;
- (4) an Agreement dated 01 April 1994 and made between the British Railways Board (1) and BR Telecommunications Limited (2) and entitled "Agreement for Leases, Property Licences and Grant of Easements" which forms part of the British Rail Telecommunications Transfer Scheme;
- (5) an Agreement dated 02 August 1989 and made between the British Railways Board (1) and The Post Office (2) and entitled "Agreement to provide access to and accommodation at the Board's Properties for the storage and sorting of mail and for use of employees of The Post Office";
- (6) an Agreement dated 02 August 1989 and made between the British Railways Board (1) and The Post Office (2) and entitled "Agreement for Carriage of Letter Mail";
- (7) an Agreement dated 16 December 1993 and made between the British Railways Board (1) and The Post Office (2) and entitled "Interim Agreement - Agreement for the Carriage of Letter Mail";

- (8) an Agreement dated 16 December 1993 and made between the British Railways Board (1) and The Post Office (2) and entitled "Property Agreement - Agreement for The Post Office's use of the Board's Properties"; and
- (9) an Agreement dated 16 December 1993 and made between the British Railways Board (1) and The Post Office (2) and entitled "Ten Year Agreement - Agreement for the Carriage of Letter Mail".

49.2 If the Station Facility Owner intends to take any relevant action it shall give notice to each User:

- (A) stating that intention;
- (B) giving sufficient details of the relevant action and the Relevant Restriction in question to enable the recipient to make an accurate assessment of the likely effect of the Relevant Restriction on its permission to use the Station; and
- (C) referring to this Condition 49.

49.3 Subject to Conditions 49.4 and 49.5, a relevant action for the purpose of this Condition 49 is an action taken whether or not pursuant to or in accordance with an obligation in a Supplemental Agreement:

- (A) to implement or amend a Supplemental Agreement; or
- (B) to grant, enter into or amend a Relevant Arrangement; or
- (C) to exercise any discretion under or in respect of a Supplemental Agreement or a Relevant Arrangement;

and which creates or is reasonably likely to create a Relevant Restriction.

49.4 Where on the Conditions Efficacy Date a person used or occupied a Station for the purposes of its undertaking in a way that was and has continued to be continuous and apparent and, as against the Station Facility Owner or its predecessors in title, lawful, the granting to that person (or to a person who has succeeded to the relevant part of that person's undertaking) of a legal right to do so is not a relevant action for the purpose of this Condition 49 and Part 3 does not apply to it.

49.5 The granting to Rail Express Systems Limited (or to a person who has succeeded to the relevant part of its undertaking) of a lease of a unit of accommodation at the Station occupied (or to be occupied) by Royal Mail Group Limited (or any of its subsidiaries) pursuant to the agreements referred to in Condition 49.1(5) to (9) inclusive is not a relevant action for the purpose of this Condition 49 and Part 3 does not apply to it.

49.6 The Station Facility Owner may take the relevant action specified in the notice given under Condition 49.2 unless it is not fair and reasonable that the Relevant Restriction in question should be created having regard to:

- (A) the reason for the Relevant Restrictions;
- (B) its likely duration and extent;

- (C) the interests of the Station Facility Owner (including any contractual obligations entered into prior to the Conditions Efficacy Date to take the relevant action) and all Users;
- (D) the interests of passengers using the Station;
- (E) the nature and extent of the rights to use or occupy the Station which were being lawfully exercised on the Conditions Efficacy Date;
- (F) the interests of the Board in disposing of those parts of its undertaking in respect of which it was lawfully exercising rights to use or occupy the Station on the Conditions Efficacy Date; and
- (G) the reasonable expectations of the Users when they entered into their Station Access Agreements,

and the objecting party has commenced proceedings under Condition 49.7 within the 30 day period mentioned therein.

- 49.7 Any dispute as to whether, having due regard to the factors specified in Condition 49.6, it is fair and reasonable that the Relevant Restriction should be created shall be determined in accordance with Part M of the GBR Code.
- 49.8 If and to the extent that the Station Facility Owner complies with its obligations in this Condition 49 in respect of a relevant action, Part 3 does not apply to that relevant action.

PART 8: LITIGATION AND DISPUTES

50. Notification by Station Facility Owner

50.1 The Station Facility Owner shall promptly notify each User of:

- (A) any incidents, accidents or circumstances causing damage to Common Station Amenities, the cost of which is likely to exceed the amount specified in paragraph 7 of Annex 8;
- (B) any claim, litigation, lien, demand or judgment relating to the Station Services or the Common Station Amenities where the total amount in dispute and/or the total amount of damages together with any costs are likely to exceed the amount specified in paragraph 8 of Annex 8; and
- (C) any other dispute relating to:
 - (1) the Station; or
 - (2) any rights granted to that User under its Station Access Agreement;

which it (acting reasonably) believes may have a materially adverse effect on the User's business at the Station.

51. Notification by User

51.1 Each User shall promptly notify the Station Facility Owner of any claim, litigation, lien, demand or judgment brought by it or against it which is likely to affect the provision of the Station Services or the Common Station Amenities.

51.2 Notwithstanding Conditions 50 and 52, a User shall have the right to participate in any prosecution, defence or settlement conducted in accordance with such Conditions at its sole cost and expense, provided that such participation shall neither prejudice its conduct by the Station Facility Owner nor reduce the User's share of the cost of such action.

52. Authority of Station Facility Owner

52.1 The Station Facility Owner shall have the authority to commence, prosecute, defend, pursue or settle any claim, litigation, lien, demand or judgment relating to the Common Station Amenities or the Station Services (other than between the Station Facility Owner and a User) on behalf of both itself and, if appropriate, any Users, provided that the Station Facility Owner shall have no such authority or obligation without the prior consent of Passenger Operators representing the Requisite Majority where:

- (A) the dispute is likely materially to affect the Station Facility Owner's ability to operate the Station; or
- (B) the Station Facility Owner proposes to account for the costs or amount of such a dispute as part of the Qualifying Expenditure or other consideration payable under the Station Access Agreement and the amount of the dispute and/or the total amount of the damages together with costs are likely to exceed £[£29,000].

53. Resolution of disputes and claims

53.1 Save as otherwise provided in this Station Code, any dispute or claim arising out of or in connection with this Station Code or a Station Access Agreement shall be resolved in accordance with the following escalation process:

- (A) within 5 Business Days of notification by either party to the other that is believes there is a dispute and that such dispute should be escalated in accordance with this Condition, the appropriate managers of the parties shall discuss the dispute with a view to resolution;
- (B) if the parties are unable to resolve the dispute in accordance with Condition 53.1(A), the dispute shall be escalated within a further 5 Business Days to the parties' appropriate senior managers for resolution;
- (C) if the parties are unable to resolve the dispute in accordance with Condition 53.1(B), the dispute shall be escalated within a further 5 Business Days to the parties' appropriate directors for resolution;
- (D) if the dispute is not resolved pursuant to Conditions 53.1(A) to 53.1(C) then the dispute shall be resolved in accordance with Part M of the GBR Code in force at the relevant time.

53.2 Nothing in Condition 53.1 shall prevent either party at any time from referring a dispute arising out of or in connection with this procedure directly (whether or not the dispute has been escalated in accordance with Condition 53.1) for determination in accordance with Part M of the GBR Code in force at the relevant time.

[PART 9: PROVISION OF INFORMATION]

54. General Obligation

- 54.1 The Station Facility Owner shall, upon reasonable request by any User or Potential User, provide such information relating to the Stations, its operation, and any matter which may affect the rights or obligations of a User or Potential User under or in respect of its Station Access Agreement, as is reasonably necessary.
- 54.2 The Station Facility Owner shall provide such information within a reasonable time and in such form as it reasonably considers appropriate.

55. Limitations

- 55.1 The Station Facility Owner shall not be required to provide information to the extent that:
- (A) disclosure would, in its reasonable opinion, materially prejudice the commercial interests of any person;
 - (B) disclosure is prohibited by law or by any obligation of confidentiality; or
 - (C) disclosure would be contrary to the public interest.
- 55.2 Where information is withheld under Condition 55.1, the Station Facility Owner shall, where reasonably practicable, provide a summary of the relevant matter.

PART 10: RIGHTS GRANTED OVER ADJACENT PROPERTY

59. Rights of Way

- 59.1 Subject to Condition 63.1, each User shall have the right of way over the Adjacent Property to and from the Station for all purposes in connection with the User's permission to use the Station. Any such right shall be over such of the roadways, vehicular access areas or footpaths or other pedestrian areas or facilities (other than Barrow Crossings) which, at the relevant time, provide access to the Station.
- 59.2 Without prejudice to Condition 59.1, where the Plan shows land marked with black stipple each User shall have the right to pass to and from the Station over that land for all purposes in connection with the User's permission to use the Station.
- 59.3 If the rights in Conditions 59.1 or 59.2 are exercised, the User shall procure that (to the extent that the right includes by implication a right to load and/or unload) loading and/or unloading is carried out in a reasonable manner.

60. Barrow Crossings

- 60.1 Subject to Conditions 60.2 and 63.1, each User shall have the right to use any Barrow Crossing. If such right is exercised, the User shall procure that the operation of trains on the Network is not delayed or disrupted.
- 60.2 A User shall not permit the public (other than persons who are accompanied by another person holding a personal track safety certificate) to use a Barrow Crossing.

61. **Emergency Rights**

- 61.1 Each User shall have the right of exit from and entry to the Station in an Emergency over emergency routes designated by the Station Facility Owner or any Competent Authority (including any shown by '↑E' on the Plan) or over such other route as is required by the Emergency and available for the purpose.

62. **Entry upon the Adjacent Property**

- 62.1 Subject to Condition 63.1, each User shall have the right at any reasonable time upon reasonable notice to the Station Facility Owner, or in an Emergency at any time, to enter upon the Adjacent Property with or without vehicles, plant and machinery for the purpose of doing anything that may be required to preserve or to protect life or property.

63. **Exercise and enjoyment of Rights**

- 63.1 The exercise of rights pursuant to Conditions 59, 60, 61 and 62 shall be:
- (A) subject to due consideration in the circumstances being given to the Station Facility Owner's representations in respect of the effect on its operations; and
 - (B) in common with the Station Facility Owner and any other person to whom rights are granted over the Adjacent Property or who is authorised to use that property.
- 63.2 The Station Facility Owner shall use all reasonable endeavours to ensure that no person shall, save pursuant to an Existing Agreement or the operation of this Station Code, obstruct a right of way over, the Adjacent Property so as materially to prejudice any User's permission to use the Station.

64. **Works costs**

- 64.1 Each User shall pay to the Station Facility Owner any reasonable costs and expenses properly incurred by the Station Facility Owner and which arise directly out of the exercise by that User of any rights granted to it under this Part 10.

PART 11: STATION FACILITY OWNER'S PROPERTY RIGHTS

65. Property Interests

- 65.1 Save for the permission to use the Station and any other rights expressly granted under a Station Access Agreement, nothing in a Station Access Agreement shall confer upon or grant to a User any right or interest in or over the Station or any Adjacent Property.

66. Exercise of Rights Granted

- 66.1 The Station Facility Owner shall not (and shall use all reasonable endeavours to ensure that no person shall) save pursuant to an Existing Agreement or the operation of a Station Access Agreement
- (A) overload Conduits on, or obstruct a right of way over the Station, so as materially to prejudice any User's permission to use the Station; or
 - (B) place any sales barrow or exhibition stand on the Station so as to obstruct:
 - (1) access or egress to or from the highway or trains operated by any User or its Associates or any ticket office at the Station; or
 - (2) the visibility of any Passenger Information Systems.
- 66.2 Where an Existing Agreement contains a legally binding obligation on the part of the Station Facility Owner to regrant existing rights or privileges over the Station, the Station Facility Owner may regrant such rights or privileges to the person for the time being entitled to enforce such obligation.

PART 12: REMEDIES

67. **Not used**

68. **Abatement and self help remedies**

- 68.1 The Daily Charge of a User shall be abated by the amounts specified in, or determined in accordance with the provisions of Annex 6 or Annex 7 (as applicable) if, otherwise than in circumstances expressly provided for under this Station Code, any of the Common Station Amenities or Common Station Services identified in Annex 6 are not provided to a User which has a right to use such amenities or services for the relevant period specified in Annex 6, or the Station is not open for the periods specified in Annex 7.
- 68.2 Any amount abated pursuant to Condition 68.1 shall, once the Station Facility Owner has determined the relevant Default Responsibility, be deducted by the party in question from the Daily Charge for the relevant Accounting Period. If and to the extent that the Daily Charge for such period has already been paid, the amount to be abated shall be paid by the party required to grant such abatement to the party entitled to benefit from it, within ten Business Days of the first mentioned party being notified of the relevant cause of abatement.
- 68.3 If the Station Facility Owner fails to carry out any work in accordance with Condition 22 and such failure would have a material adverse affect on the lawful business of a User carried on at the Station then that User, having consulted with each other User, may give the Station Facility Owner written notice of its intention to carry out such work unless, within a reasonable period after receipt of such notice, the Station Facility Owner remedies such breach.
- 68.4 If, after expiry of such reasonable period as is referred to in Condition 68.3, the Station Facility Owner has failed to carry out such work, the User giving the notice pursuant to Condition 68.3 or where more than one the User referred to in Condition 68.5 may carry out the work in accordance with the relevant provisions of this Station Code and the Station Facility Owner shall on demand pay to the User the costs and expenses properly and reasonably incurred in carrying out such work.
- 68.5 Where more than one User has given notice under Condition 68.3 then unless otherwise agreed between each of such Users, the User bearing the greatest proportion of Qualifying Expenditure shall be the User referred to in Condition 68.4, provided always that where the User is carrying out any works in accordance with Condition 68.4, the Station Facility Owner shall not take any steps to remedy the relevant breach.
- 68.6 If the Station Facility Owner fails to secure the provision of any of the Common Station Services in accordance with its obligations under this Station Code any User shall, subject to Condition 68.7, be entitled to procure that such services are carried out in accordance with the relevant provisions of these this Station Code during the period of any such failure. That User shall be entitled to deduct the reasonable cost of carrying out such services from the User's Daily General Charge payable by it to the Station Facility Owner for the relevant Accounting Period. If and to the extent that the User's Daily General Charge has already been paid, or abated, or falls short of the cost so incurred by the User in question, such cost shall be paid to the User by the Station Facility Owner within ten Business Days of the Station Facility Owner being notified of the amount of the relevant cost.

- 68.7 A User shall be entitled to the remedies referred to in Condition 68.6 only if:
- (A) each other User has agreed that the User may exercise those remedies or the User bears the greatest proportion of Qualifying Expenditure;
 - (B) the Station Facility Owner has been notified in writing of the breach and has been given a reasonable period in which to remedy or procure the remedy of that breach; and
 - (C) the breach remains unremedied by the Station Facility Owner at the end of that period.
- 68.8 If none of the Station Facility Owner, any User, or any of the employees, subcontractors or agents of them has any Default Responsibility in whole or in part for any failure of the kind referred to in Condition 68.1 whether as a consequence of Force Majeure (as defined in Condition 73.1) or otherwise, there shall be no abatement of the Daily Charge and no person shall be entitled to withhold any part of that charge (save to the extent provided for in Condition 101.2), nor seek payment of an amount in respect of it.
- 68.9 Where for the purposes of Condition 68.1 any amount is to be specified in or determined in accordance with the provisions of Annex 6 by reference to any period of time during which any service or amenity is unavailable or not provided in accordance with the Station Code then any such period of time shall only commence upon the Station Facility Owner being notified, or becoming aware, of such unavailability or failure and such notification need not be in writing.

69. **User's liabilities**

- 69.1 Subject to this Station Code, if a User is, as a result of any breach by it of its obligations under the Station Access Agreement, responsible (in whole or in part) for:

- (A) the Station Facility Owner failing to secure the opening of the Station in accordance with Condition 81.1(A); or
- (B) the Station Facility Owner failing to provide or procure the provision of the Common Station Services or the Common Station Amenities identified in Annex 6;

the User shall pay the Station Facility Owner an amount equal to Z% of the lesser of the amount by which any charges are required to be abated as a result of such breach by the User pursuant to:

- (D) Condition 68.1; or
- (E) the provisions (if any) contained in any relevant Station Access Agreement by which Condition 68.1 is varied or disapplied as a result of such breach by the User,

where Z% equals the User's Default Responsibility in relation to the failure in question.

70. **Indemnities**

- 70.1 Subject to Condition 71, the Station Facility Owner shall (on an after tax basis) indemnify each User, and keep each of them respectively indemnified, against all damage, losses, claims, proceedings, demands, liabilities, costs, damages, orders and out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by each of them as a result of any breach by the Station Facility Owner of any of its obligations under a Station Access Agreement to which the User in question is party with the Station Facility Owner.
- 70.2 Subject to Condition 71, each User shall (on an after tax basis) indemnify the Station Facility Owner and keep it indemnified, against all damage, losses, claims, proceedings, demands, liabilities, costs, damages, orders and out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings, demand or order and any expenses reasonably incurred in preventing, avoiding or mitigating loss, liability or damage) incurred or suffered by it as a result of any breach by the User of any of its obligations under that User's Station Access Agreement.

71. **Limitation on claims**

- 71.1 Save as otherwise expressly provided in any Station Access Agreement (including this Station Code), no party to a Station Access Agreement shall be liable in respect of any breach of a Station Access Agreement:

- (A) unless notice of it is given by or on behalf of the claimant to the respondent setting out detailed particulars of the grounds on which the relevant claim is based within 6 months after the facts giving rise to such claim first became known by the claimant or could, with reasonable diligence, have become so known;
- (B) arising from any single occurrence or circumstance (or connected series of occurrences or circumstances) if the amount of the relevant claim does not exceed:
 - (1) [in the case of a claim against the Station Facility Owner, the amount specified in [paragraph 10 of Annex 8];
 - (2) in the case of a claim against a passenger service operator, the amount specified in [paragraph 11 of Annex 8]; and
 - (3) in the case of a claim against a User other than a passenger service operator, the amount specified in [paragraph 12 of Annex 8];]
- (C) unless the aggregate amount of all claims for which the respondent would otherwise be liable to the claimant exceeds:
 - (1) in the case of a claim against the Station Facility Owner the amount specified in paragraph 13 of Annex 8;
 - (2) in the case of a claim against a passenger service operator, the amount specified in paragraph 14 of Annex 8; and

- (3) in the case of a claim against a User other than a passenger service operator, the amount specified in paragraph 15 of Annex 8,

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

provided that Conditions 71.1(B) and 71.1(C) shall not apply in respect of any obligation to pay any liquidated sum.

71.2 Save as otherwise expressly provided in any Station Access Agreement (including this Station Code), no party to a Station Access Agreement may recover or seek to recover from any other party to that agreement any amount in respect of any loss of revenue (including fare revenue, subsidy, access charges to third parties and incentive payments) in connection with the subject matter of such Station Access Agreement, which is or is alleged to be caused to it by the other party.

71.3 Save as otherwise expressly provided in any Station Access Agreement (including this Station Code), the remedies provided for in this Station Code and Part M of the GBR Code, to the extent applicable, shall be the sole remedies available to the parties in respect of any matters for which such remedies are available.

71.4 Save as expressly provided in any Station Access Agreement or in this Station Code no person shall be entitled to recover damages, abate its Access Charge, or otherwise obtain reimbursement or restitution in respect of any claim under a Station Access Agreement or this Station Code if and to the extent that the loss in respect of which it is seeking to recover such damages, abatement, reimbursement or restitution has been recovered under any other agreement or by operation of law.

72. **Default Responsibility**

72.1 The Station Facility Owner shall, so far as it is aware of any of the following matters, determine and record the persons who and events which, to the best of its judgement, have caused any of the Common Station Amenities or Common Station Services identified in Annex 6 not to be provided for the relevant period specified in Annex 6, or the Station not to open for the periods specified in Annex 7 and where more than one person or event is the cause, so far as practicable, the extent to which each person or event is the cause.

72.2 The Station Facility Owner shall, when determining the persons or events causing the matters listed in Condition 72.1, have due regard to all information available to it which is relevant in the circumstances.

72.3 As soon as reasonably practicable following the occurrence of a matter listed in Condition 72.1, the Station Facility Owner shall notify each User of the degree of causation, if any, of that occurrence attributed by the Station Facility Owner to itself or to the User which shall unless disputed by the User, within 5 Business Days of receipt of that notice be deemed to have been agreed by the User.

73. **Force Majeure**

73.1 "Force Majeure" shall be deemed to occur if and to the extent that there occurs any event or circumstance or any combination of events or circumstances beyond the reasonable control of any party to a Station Access Agreement which is either unforeseeable or, if foreseeable, could not have been avoided by any reasonable means. Without prejudice to that generality, "Force Majeure" under this Condition 73.1 shall include subject to Condition 73.1(B) the following events and circumstances:

(A) war damage, enemy action, terrorism, the act of any government or government instrumentality (provided that such an act shall not be "Force Majeure" if and to the extent that such act is performed by His Majesty's Government (or any department, minister, official or nominee of it) where acting as shareholder of the party in question or other than pursuant to the Crown prerogative or a statutory function or power), riot, civil commotion, rebellion, storm, tempest, fire, flood, act of God, strike or any industrial action by employees of any person other than the party claiming the benefit of this Condition 73 or of its Affiliates, or the provision by the Station Facility Owner of such assistance as may be reasonable to co-operate in alleviating the effects of an incident adversely affecting the safety or security of persons or property;

and shall exclude the following events and circumstances:

(B) any act of the ORR, any lack of funds, any strike or other industrial action involving the employees of the party claiming the benefit of this Condition 73 or of its Affiliates, or any accumulation (other than one of exceptional severity or of an exceptional nature) of ice, rain, water, snow or leaves on or affecting railway assets or any breach of a contractual obligation owed to the party claiming the benefit of this Condition 73.

73.2 No party to a Station Access Agreement shall be responsible for any failure to fulfil its obligations under such agreement if, and to the extent that, such failure shall be caused by, or directly or indirectly by reason of, Force Majeure, which makes it impossible or impracticable for that party to comply with such obligations.

73.3 A party affected by Force Majeure shall use all reasonable endeavours to minimise the effects of that Force Majeure upon the performance of its obligations under the Station Access Agreement.

73.4 As soon as reasonably practicable after commencement of the Force Majeure, the party affected by the Force Majeure shall notify the other party of the occurrence of the Force Majeure, the date of commencement of the Force Majeure and the effects of the Force Majeure on its ability to perform its obligations under the Station Access Agreement.

73.5 As soon as reasonably practicable after the cessation of the Force Majeure, the party affected by the Force Majeure shall notify the other party of the cessation of the Force Majeure and resume performance of all its obligations under the Station Access Agreement.

74. Application of this Part and Mitigation

74.1 The provisions of this Part 12 shall apply in respect of any Station Access Agreement save to the extent varied or disapplied in such Station Access Agreement.

- 74.2 Nothing in any Station Access Agreement shall in any way restrict or limit the general principles at law relating to the mitigation of loss or damage resulting from breach of contract.

PART 13: ENVIRONMENTAL PROTECTION

75. General environmental obligations

- 75.1. Each User shall promptly notify the Station Facility Owner (and in such case where such notification is given orally shall promptly confirm such notification in writing) of any Environmental Damage or any circumstance of which that User is aware and which it is reasonably foreseeable is likely to give rise to, or which has given rise to, an Environmental Condition. Each User shall at all times exercise due diligence to inform itself of any circumstances which would require such notification.
- 75.2 No User shall take action which it knows, or ought reasonably to know, could materially:
- (A) increase the risk of the Station Facility Owner being liable under the SFO Environmental Indemnity or increase the extent of such liability;
 - (B) prejudice the defence of any claim brought against the Station Facility Owner by a Competent Authority or any other person; or
 - (C) increase the cost of remedying any Environmental Condition,
- provided that a User may in any event take such action either if required to do so by any Competent Authority or in order to comply with Environmental Law.
- 75.3 No User shall be liable for any Environmental Damage to the extent that it existed as at the Environmental Liability Commencement Date.
- 75.4 The rights and obligations of each User in respect of the Station under this Part 13 shall apply equally to any part of the Adjacent Property which is subject to an Environmental Condition resulting from the activities of the User at the Station.

76. Remedial action required as a result of a User's activities

- 76.1 Where:
- (A) the Station Facility Owner becomes aware that, as a result of any activities of a User, or its Associates, an Environmental Condition exists or has occurred at the Station or the Adjacent Property and the Station Facility Owner reasonably considers that action is required to prevent, mitigate or remedy that Environmental Condition; or
 - (B) the Station Facility Owner is given a Direction by a Competent Authority that any action is required to prevent, mitigate or remedy an Environmental Condition resulting from activities of a User or its Associates at the Station or the Adjacent Property,
- the Station Facility Owner shall inform that User of the need to take such action.
- 76.2 Any User responsible for the Environmental Condition shall promptly take such action as is reasonably necessary to prevent, mitigate or remedy the Environmental Condition and shall provide the Station Facility Owner with the opportunity to supervise such action (the reasonable costs of such supervision to be borne by the User). The User shall complete such action within a

reasonable time and to the reasonable satisfaction of the Station Facility Owner.

- 76.3 Any action taken by a User pursuant to Condition 76.2 shall be at its own cost.
- 76.4 Where a User fails to take or complete any action required by Condition 76.2 within a reasonable time and to the reasonable satisfaction of the Station Facility Owner, the Station Facility Owner shall be entitled to take or complete such action.
- 76.5 Within 21 days of receiving notification of any act or potential claim, judgment, order, notice, direction or injunction which could give rise to the Station Facility Owner being liable under the SFO Environmental Indemnity, the User shall provide the Station Facility Owner with written details thereof. Such details shall include copies of all relevant data, reports, advice, opinions, statements, correspondence and any other relevant document.
- 76.6 Where the Station Facility Owner receives notification from a User pursuant to Condition 76.5, the Station Facility Owner shall have a right to:
- (A) defend, contest, comply with or settle any claim, judgment, order, notice, direction or injunction; and/or
 - (B) take any action or carry out any works to prevent, mitigate or remedy the condition of the Station pursuant to Condition 77 which could give rise to an obligation of the Station Facility Owner to indemnify the User under the SFO's Environmental Indemnity.

77. The Station Facility Owner's remedial action

- 77.1 If in the Station Facility Owner's reasonable opinion, urgent action is necessary in order to prevent, mitigate or remedy an Environmental Condition or to comply with a Direction of a Competent Authority the Station Facility Owner may take (without the need to comply with Part 3) reasonable steps to prevent, mitigate or remedy that Environmental Condition or to comply with that Direction.
- 77.2 Subject to Condition 77.1, the Station Facility Owner may, if action is in its reasonable opinion necessary in order to prevent, mitigate or remedy an Environmental Condition at the Station for which a User is not responsible, take such action upon at least six months' notice to the Users.
- 77.3 Where any action is taken pursuant to Conditions 77.1 or 77.2 to prevent, remedy or mitigate an Environmental Condition which is not the result of the activities of any User or its Associates or of the condition of the Station prior to the Environmental Liability Commencement Date, the cost of such action shall be borne between the Station Facility Owner and the Users on a fair and equitable basis.

78. Environmental indemnities

- 78.1 Each User shall indemnify the Station Facility Owner and keep it indemnified from and against all reasonable and proper expenses, costs and liabilities reasonably and properly incurred by the Station Facility Owner as a result of any Environmental Condition at the Station or the Adjacent Property which exists as a result of activities by that User or its employees, agents, contractors, subtenants or licensees since the Environmental Liability Commencement

Date, or the proper undertaking by the Station Facility Owner in accordance with this Part 13 of any steps to prevent, mitigate or remedy such an Environmental Condition.

78.2 The Station Facility Owner shall indemnify each User from and against all Environmental Liability incurred by each User to the extent that such liability is due to the condition of the Station prior to the Environmental Liability Commencement Date, provided that the Station Facility Owner shall not be liable under this Condition 78.2 for any Environmental Liability which results from the User's failure to comply with the obligations contained in this Part 13.

78.3 If any payment is made by:

(A) the Station Facility Owner to a User under Conditions 77.3 or 78.2; or

(B) a User to the Station Facility Owner under Condition 78.1,

and the payee subsequently recovers or procures the recovery from a third party of any amount by way of damages or compensation in respect of any liabilities of the kind referred to in that Condition, the payee shall repay to the payer an amount equal to the lesser of:

(C) the amount recovered from the third party; and

(D) the amount paid by the payer pursuant to that Condition.

79. **Conduct of claims**

79.1 A User shall on a timely basis keep the Station Facility Owner informed of the conduct and progress of all claims of the kind referred to in Condition 76.5. The User shall provide promptly to the Station Facility Owner copies of all relevant data, reports, records, pleadings, statements, correspondence, advice and opinions concerning any claim, judgment, order, notice, direction or injunction or the circumstances, events, conditions or activities which could give rise to any liability of the Station Facility Owner to indemnify the User under the SFO's Environmental Indemnity.

79.2 The User shall not settle any claim of the kind referred to in Condition 76.5 without the Station Facility Owner's written consent (such consent not to be unreasonably withheld or delayed).

79.3 Where any Environmental Damage arising at the Station since the Environmental Liability Commencement Date results in any Competent Authority or other person taking proceedings under Environmental Law against the Station Facility Owner, each User shall have the right to be joined as a party (at its own cost) to any proceedings where permissible as a matter of law.

80. **Confidentiality**

80.1 Where a person who is to provide information or documents under this Part 13 to another person is under a duty of confidentiality in relation to that information or documents, they shall use all reasonable endeavours to obtain permission to disclose such information or documents and unless and until any such permission is obtained they shall not be required to provide such information or documents under this Part 13.

PART 14: OTHER POSITIVE OBLIGATIONS

81. Station Facility Owner's obligations

81.1 The Station Facility Owner shall (or shall procure that another person on its behalf shall):

- (A) ensure that the Station is open for use by all Users and their Associates at such times and to such extent as are specified in paragraph 5 of Annex 1, subject to any restrictions or limitations which may apply or be imposed pursuant to this Station Code;
- (B) use all reasonable endeavours to ensure that the Common Station Services are provided in accordance with Good Industry Practice to a standard and in a quantum which is at least as good as their standard and quantum as at the Conditions Efficacy Date or, if any permitted changes shall have been made to them, their standard and quantum immediately after such changes shall have been successfully made;
- (C) save as otherwise provided for or permitted by this Station Code:
 - (1) not change materially the Common Station Services (whether in whole or in part) from the condition (or working order), standard or quantum referred to in Condition 81.1(B) without such change having been approved in accordance with the Station Code;
 - (2) not change materially the Common Station Amenities (whether in whole or in part) without such change having been approved in accordance with the Station Code;
- (D) notwithstanding its obligations under its licence, comply with any reasonable request of any User which is necessary to enable that User to:
 - (1) deal with an Emergency;
 - (2) comply with its Safety Obligations;
 - (3) comply with any directions, instructions or enforcement notices given by the Secretary of State under sections 118 to 120 inclusive of the 1993 Act; and
 - (4) maintain security in relation to persons and property at the Station;
- (E) [NOT USED]
- (F) not less than 60 days prior to the expiry of any Exclusive Period, notify each User that the relevant exclusive use of the Exclusive Station Service at the Station is no longer reserved for the exclusive use of the User previously entitled;
- (G) save as otherwise specifically provided in this Station Code, provide or procure the provision of the Common Station Services and the Common Station Amenities;

- (H) without prejudice to Clause 8.2.3 of the Station Access Agreement, promptly pay to the relevant authority or person all rates, taxes, charges, duties, impositions, assessments and other outgoings relating to the Station and a fair proportion of all such sums which are not separately assessed or payable, but excluding:
- (1) tax assessable on the Station Facility Owner in respect of payments under any Station Access Agreement;
 - (2) tax assessable on the Station Facility Owner in respect of consideration paid to the Station Facility Owner in connection with any dealing with its interest in the Station; or
 - (3) interest or penalties payable by the Station Facility Owner in consequence of its delay or default;
- (I) promptly pay to the relevant person for all Services consumed on the Station or a fair proportion of the cost to the Station Facility Owner in respect of the supply of such services to the Station, the Adjacent Property and any other premises;
- (J) observe and perform all present and future regulations and requirements of any utility supplying Services to the Station, insofar as such regulations and requirements relate to the Station or its use;
- (K) take all reasonable steps to prevent, and not to allow, any encroachment on the Station or the acquisition of any right or easement against the Station (save for the rights granted in accordance with this Station Code);
- (L) maintain at the Station a notice under section 55 British Transport Commission Act 1949;
- (M) provide and keep in working order at the Station such fire extinguishers and/or other fire safety equipment and maintain such fire precaution arrangements as shall ensure satisfactory safety from the risks of fire or explosion;
- (N) be responsible for obtaining and/or maintaining any necessary fire certificate for the Station;
- (O) keep the Railway Substructure and the Railway Superstructure in a safe condition to the extent that it is not the responsibility of any third party;
- (P) collect and dispose of Track Litter to the extent required to ensure compliance with the Environmental Protection Act 1990 (or which would be so required if the track or land on which such Track Litter is present were relevant land of a principal litter authority as defined by the said Act); and
- (Q) [if a lease of any Core Facility as is referred to in [Condition 110] is to be terminated or expires in accordance with the terms of such lease, offer to let such Core Facility subject to the provisions of Part 3 and on terms substantially the same as those that applied to the previous letting save as to the term of that letting where such Core Facility is not a ticket office, to the Passenger Operators (other than the Passenger Operator

to whom the previous letting had been granted) any such offer being made first to whichever of those Passenger Operators shall bear the greatest proportion of Qualifying Expenditure and, if not accepted within 7 days by that Passenger Operator, being so made to each of the other of those Passenger Operators in turn in descending order of the proportion of Qualifying Expenditure borne by them, provided that if any such offer is not accepted by any of those Passenger Operators the Station Facility Owner shall offer to so let such Core Facility to such person (if any) as they see fit.]

82. **Users' obligations**

82.1 Each User shall (or shall procure that another person on its behalf shall):

- (A) comply with any reasonable request of the Station Facility Owner which is necessary to enable the Station Facility Owner (as the case may be) to:
 - (1) deal with an Emergency or a Network Emergency;
 - (2) comply with its Safety Obligations;
 - (3) maintain security in relation to persons and property at the Station; and
 - (4) comply with any directions, instructions or enforcement notices given by the Secretary of State under sections 118 to 120 inclusive of the 1993 Act;
- (B) take all reasonable steps to procure that its Associates comply with the directions and requirements referred to in this Condition 82 insofar as they are applicable to them;
- (C) provide to the Station Facility Owner, for display at the Station, such information relating to changes in any railway passenger services provided by any User (including changes of a temporary nature) which shall be necessary or expedient in order to inform passengers of such changes in a timely manner;
- (D) timeously provide to the Station Facility Owner any notices which:
 - (1) are required to be displayed at the Station;
 - (2) contain or specify obligations binding on the User; and
 - (3) are required to be provided by the User,by law or by or in accordance with the rules of a regulatory authority with whose rules or instructions the User is obliged to comply other than as a result of a voluntary submission to its jurisdiction;
- (E) procure that the Station Facility Owner is provided with a copy of the User's passenger licence (if any) and the safety case referred to in such licence (to the extent that it shall not already have been provided to the Station Facility Owner) and any modification of it and any notices given

under or in respect of it (including any notice of revocation or termination, howsoever expressed and any provisional or final order given under section 55 of the 1993 Act) which in any case affect, or are likely to affect, the rights or obligations of the Station Facility Owner under or in respect of the Station Access Agreement;

- (F) without prejudice to the provisions of Condition 1.1(P), timeously notify the Station Facility Owner if the User or any of its Associates wishes to:
 - (1) carry out any material maintenance of, or work to, any thing kept on the Common Station Amenities;
 - (2) bring things onto the Common Station Amenities which may affect the proper operation of the Common Station Amenities; or
 - (3) enter upon the Common Station Amenities with vehicles;
- (G) use all reasonable endeavours to liaise and co-operate with other Users and the Station Facility Owner in relation to the exercise of their permission to use Common Station Amenities and Common Station Services in order to secure the efficient and economic use of the Station for the benefit of Users and their Associates;
- (H) perform and observe (or reimburse the Station Facility Owner for the whole or a due proportion, as the case may require, of the costs incurred by the Station Facility Owner in doing so) all present and future regulations and requirements of any utility supplying Services to the Station;
- (I) perform and observe the covenants, obligations and conditions for the time being contained in every Superior Estate Grant in existence before 01 April 1994 so far as they affect the Station and bind the Station Facility Owner except:
 - (1) the covenants for payment of rent and any other money payable by the Station Facility Owner to the Superior Estate Owner under any Superior Estate Grant; and
 - (2) any obligations assumed by the Station Facility Owner under this Station Code; and
- (J) comply with any reasonable requests of the Station Facility Owner to minimise so far as practicable:
 - (1) emissions from any diesel trains operated by or on behalf of the User from the Station;
 - (2) the costs of cleaning the Common Station Amenities and any track adjacent to platforms within the Station.

83. **Standard of works**

83.1 The Station Facility Owner and each User shall procure that:

- (A) works referred to in Part 4 and any other works to any part of the Station permitted by this Station Code which are carried out by it or on its behalf are conducted in a proper and workmanlike manner in accordance with

Safety Obligations and methods and practices customarily used in good and prudent building practice (including, where applicable, Railway Group Standards);

- (B) such works are conducted with that degree of skill, care, diligence and prudence reasonably and ordinarily exercised by experienced building contractors engaged in a similar activity under similar circumstances and conditions; and
- (C) any physical damage to the Station or the Adjacent Property arising as a result of such works is made good as soon as reasonably practicable.

PART 15: OTHER NEGATIVE OBLIGATIONS

84. Planning

- 84.1 No User shall make any application for planning permission or for a determination that planning permission is not required in respect of the Station or in respect of any change of use of the Station without the prior written consent of the Station Facility Owner (such consent not to be unreasonably withheld or delayed).
- 84.2 No User shall make any alteration or addition to or change of use of the Station (notwithstanding any other consent which may be granted by the Station Facility Owner) before all necessary planning permissions have been obtained.

85. Encroachments

- 85.1 No User shall stop up or obstruct any window or other opening at the Station except so far as such action shall be necessary to preserve the safety or security of persons or property at the Station and, if so necessary, the User in question shall notify the Station Facility Owner of the action taken if the window or opening opens onto land other than Adjacent Property.
- 85.2 No User shall give to any third party any acknowledgement that such User or any other person enjoys the access of light or air to any of the windows or openings in the Station by the consent of that third party, nor pay any money to or enter into any agreement with that third party for the purpose of inducing or binding it not to obstruct the access or light or air to any such windows or openings.

86. Signs

- 86.1 No User shall display at the Station any sign, light or other illumination or obstruction which will cause, or is likely in the Station Facility Owner's reasonable opinion to cause, confusion or interference with the proper operation of the Network.

87. Excavations/Excluded Equipment

- 87.1 No User shall carry out any continuous unsupported excavation at the Station, or do anything at the Station which will or is likely to endanger the safety or stability of any railway or of any Adjacent Property.
- 87.2 No User shall interfere with or endanger the Excluded Equipment.

88. Use

- 88.1 No User shall use the Station otherwise than for any of the purposes contemplated by Condition 1.1(O).
- 88.2 No User shall do or, to the extent reasonably within its control, permit to be done on the Station anything which may be dangerous, illegal, immoral or offensive, or which would cause damage or nuisance to any other User or to the Station Facility Owner or its tenants or the occupiers of any neighbouring property or the public, provided that:
- (A) without prejudice to Condition 75.2, the proper use of the Station for any of the purposes referred to in Condition 88.1, conducted in accordance

with every relevant Statute, shall not constitute a breach of this Condition 88.2; and

- (B) nothing in Condition 88.2(A) shall operate to sanction anything which shall constitute a nuisance actionable by any third party.

88.3 Neither the Station Facility Owner nor any User shall bring or, to the extent reasonably within its control, permit to be brought onto the Station anything which is or may become noxious, dangerous, offensive, combustible, inflammable, radioactive or explosive.

88.4 Without prejudice to Condition 75.2 nothing in Conditions 88.2, 88.3 or 88.5 shall prevent the lawful bringing onto the Station of anything which may reasonably be required for or in connection with use of the Station for the purposes permitted by Condition 88.1 or the proper performance by the Station Facility Owner of its obligations under a Station Access Agreement or an Existing Agreement.

88.5 Neither the Station Facility Owner nor any User shall permit smoking or naked lights within the Station where the Fire Precautions (Sub-surface Railway Stations) Regulations 1989 and the Fire Precautions (Sub-surface Railway Stations) (England) Regulations 2009 apply and no dispensation exists.

89. **Overloading**

89.1 Neither the Station Facility Owner nor any User shall overload structural parts of the Station, any Railway Superstructure or Railway Substructure or the works or structures by which it is supported, or do anything which will cause the designed capacity of any part of the Station or the Conduits at or used for the Station to be exceeded, to the extent that such capacity is reasonably capable of being ascertained in advance, or its adequacy reasonably capable of being called in question.

90. **Improper use of Station**

90.1 Except as otherwise permitted by the Station Access Agreement, no User shall take or omit to take (nor, to the extent reasonably within its reasonable control, permit to be taken or omitted) any action which would involve improper use of the Common Station Amenities, increase the risk of loss or damage to those amenities or otherwise adversely affect Common Station Services.

91 **Works to Station**

91.1 No User shall:

- (A) cut into or injure the brickwork, foundations or any other part of the Railway Substructure or Railway Superstructure or install (without in either case the previous written approval of the Station Facility Owner) against or within the Railway Substructure or Railway Superstructure any machinery, boiler, flue, chimney or furnace; or
- (B) carry out any paint spraying (other than water paint spraying) beneath the Railway Substructure or Railway Superstructure without any requisite licence from the local or other appropriate authority and without compliance with any requirements of such authority (including

construction of any necessary booth unless formally exempted by the authority).

92. **Not causing breach**

92.1 Neither the Station Facility Owner nor a User shall do or omit to do, or permit any Associate (other than passengers) or agent of such person to do or omit to do, anything which may result in a breach of any obligation in this Station Code by any of the Users or the Station Facility Owners to any other of them.

92.2 No User shall do anything in breach of, the covenants, obligations and conditions for the time being contained or referred to in every Superior Estate Grant in existence before the 01 April 1994 so far as they affect the Station and bind the Station Facility Owner.

93. **Damage caused through Railway Substructure and Railway Superstructure**

93.1 No User shall make any claim whatsoever on the Station Facility Owner or its employees or agents (other than such as arises from a breach of any obligation of, or the negligence of, the Station Facility Owner or its employees or agents) in respect of any damage, loss or inconvenience which may be suffered by the User in consequence of any percolation of water or other liquids or soil, dust or dirt (however caused) through or from the Railway Substructure or Railway Superstructure.

PART 16: ATTRIBUTION OF COSTS

94. Application of this Part

- 94.1 The provisions of this Part 16 shall not affect the proportions in which Qualifying Expenditure or the Long Term Charge is borne by Passenger Operators.

95. Compliance with obligations under Conditions

- 95.1 If the Station Facility Owner or any User shall reasonably incur any costs in complying with their respective obligations under Conditions [46.3, 81.1(I), 81.1(J) and 81.1(O)], the liability for the payment of those costs as between the Station Facility Owner and each User shall be determined on a fair and equitable basis, having regard to the following criteria:

- (A) if the costs arise from a Proposal for Change that has been accepted in accordance with Part 3 (other than a Proposal for Change made pursuant to Condition 18.1) the costs shall be attributed in accordance with the terms of such proposal (if applicable);
- (B) if the costs arise from the grant, after the Conditions Efficacy Date, of any lease or underlease for residential purposes, then the costs shall be wholly those of the Station Facility Owner; and
- (C) if the costs arise from other causes and are such as to constitute Maintenance or Repair of Elements of the Station or Equipment (other than Excluded Equipment), then such costs shall be Qualifying Expenditure to the same extent that the costs of Maintenance and/or Repair thereof would be Qualifying Expenditure.

96. Compliance with changes imposed by law

- 96.1 Subject to Condition 96.2, if any User shall reasonably incur any costs in complying with, or in consequence of, any Change of Law or any Direction of any Competent Authority (other than any body appointed in accordance with Condition 53), or in complying with Non-Discretionary Changes under Condition 13, the liability for the payment of those costs as between any of the Station Facility Owner and the Users shall be determined on a fair and equitable basis, having regard to :

- (A) the expectations which:
 - (1) the User in question could reasonably have had when it entered into the Station Access Agreement; and
 - (2) the Station Facility Owner reasonably has in respect of its interests in relation to the Station;
- (B) the costs and expenses (other than the cost of implementing the change) which will be, or are likely to be, incurred or saved by the Station Facility Owner and each User upon such change being carried out;
- (C) the benefits or disadvantages which have accrued and are likely to accrue to the Station Facility Owner and each User in consequence of the change;

- (D) the scale of disruption to the Station Facility Owner's and each User's business which is likely to occur in consequence of the change,

provided that there shall not for these purposes be taken into account the existence or terms of any contract entered into by the Station Facility Owner after 01 April 1994 except to the extent that the tribunal shall be satisfied that they ought properly to be taken into account.

- 96.2 In relation to the Station Facility Owner, Condition 96.1 shall apply to the costs incurred by the Station Facility Owner in the stated circumstances in its capacity as the operator of the Station and not as the owner or tenant of the Station responsible for its structural integrity and maintenance. Condition 42 applies in the case of relevant changes of law (as defined in that Condition) affecting the Station Facility Owner in the latter capacity.

97. **Basis of accounting and payment**

- 97.1 Without prejudice to the obligations of any person under any licence, authorisation or regulatory requirement applicable to it under applicable law, any costs incurred by the Station Facility Owner or any User which are required under this Station Code to be reimbursed by, or accounted to, any other of them shall be accounted for in accordance with generally accepted accounting principles applicable in the United Kingdom.

- 97.2 The Station Facility Owner and each User shall promptly make such payments as are necessary to discharge their respective liabilities for the payment of the costs to which Conditions 95 and 96 relate.

98. **Apportionment of costs**

- 98.1 Any costs incurred both in relation to:

- (A) Qualifying Expenditure; and
(B) any other matter or thing,

shall be attributed as between them on a fair and equitable basis, having regard primarily to all the relevant circumstances and taking into account generally accepted accounting principles applicable in the United Kingdom.

99. **Minimisation of costs**

- 99.1 The Station Facility Owner shall pay the best effective price reasonably obtainable in respect of any costs and expenses which it is entitled under this Station Code to recoup or obtain reimbursement from any User.

PART 17: COMMON STATION AMENITIES AND SERVICES

100 Common Station Amenities for all Users

- 100.1 The following, to the extent they exist at the Station, shall constitute Common Station Amenities for all Users.
- 100.2 All forecourts, concourses, platforms, subways, overbridges, mezzanine, (if any) and other parts of the Station necessary or expedient to enable access to and egress from the station and access to, egress from and the use of the amenities listed in paragraphs 100.3 and 100.4 (other than such areas of the concourse (if any) as are described in paragraph 17 of Annex 8 and for the duration(s) therein mentioned) as hatched and referenced against a key on the Plan;
- 100.3 staff amenities [(including mess room facilities/a staff mess room)] for the non-exclusive use of each User's staff and the staff of its Associates and agents and any person engaged by a User or any of its Associates and its agents;
- 100.4 first aid amenities available for all users of the Station (where set out and to the standard set out in the Railways and Other Guided Transport Systems (Safety) Regulations 2006 relating to the Station);
- 100.5 fire detection, fire alarm, fire prevention and fire fighting equipment and sprinkler systems (if any) and all other safety equipment reasonably considered by the Station Facility Owner to be necessary for the safe operation of the Station; and
- 100.6 machinery and equipment necessary for the proper use of the amenities set out in paragraphs 100.2 to 100.4 (inclusive) including all lifts and escalators (if any) subject to any restrictions which the Station Facility Owner may reasonably consider appropriate and notify to each User, having regard to the nature or condition of such machinery.

101 Common Station Amenities for Passenger Operators

- 101.1 The following, to the extent they exist at the Station, shall constitute Common Station Amenities for Passenger Operators.
- 101.2 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 101.3 to 101.8 (inclusive) and paragraph 101.16;
- 101.3 public toilets;
- 101.4 left luggage amenity;
- 101.5 a reasonable number of public and emergency telephones;
- 101.6 short and long stay car parking amenities and taxi set down/pick up areas for use by railway passengers;
- 101.7 waiting rooms;
- 101.8 lost property amenities;

- 101.9 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;
- 101.10 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;
- 101.11 directional signing including to and from car parks to facilitate railway passenger movement and emergency exit with reasonable prominence;
- 101.12 electronic passenger information systems, in positions of reasonable prominence;
- 101.13 a public address system which is clearly audible throughout the Station;
- 101.14 passenger self-help trolleys;
- 101.15 a public clock;
- 101.16 a customer service centre;
- 101.17 the areas open to the public adjacent to or adjoining any ticket, booking or passenger information outlet;
- 101.18 wheelchair or other suitable transport for passengers with impaired mobility and ramps to allow safe wheelchair access to trains; and
- 101.19 clear and unambiguous directional signage within the Station.

102 Common Station Services for all Users

- 102.1 The following shall constitute Common Station Amenities for all Passenger Operators.
- 102.2 Cleaning of the Station;
- 102.3 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;
- 102.4 proper lighting of the Station;
- 102.5 such policing as may be required by statute and such security measures as the Station Facility Owner reasonably considers are necessary;
- 102.6 display of the notices provided by a User;
- 102.7 punctual despatch of trains operated by or on behalf of any User;

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

102.8 any Light Maintenance Services.

103 Common Station Services for Passenger Operators

103.1 The following shall constitute Common Station Services for all Passenger Operators.

10.3.2 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;

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

103.4 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;

103.5 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);

103.6 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;

103.7 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;

103.8 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;

- 103.9 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;
- 103.10 display in the taxi pick-up area of a sign indicating how a taxi is called when none is immediately available;
- 103.11 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;
- 103.12 management of the arrival/departure of road services substituted for rail services for whatever cause; and
- 103.13 [the provision of gatelines].

104 [Core Facilities]

- 104.1 The following, to the extent they exist at the Station, shall constitute Core Facilities.
- 104.2 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;
- 104.3 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;
- 104.4 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
- 104.5 the messrooms, cloakrooms and staff toilets used by employees of a User.]

105 Station Facilities

105.1 The following, to the extent that they exist at the Station, shall constitute Station Facilities:

- (A) platforms;
- (B) forecourts, concourses, subways, footbridges and mezzanine (if any);
- (C) points of access to and egress from the Station and the platforms;
- (D) ticket, booking and passenger information systems (and/or offices);
- (E) public toilets;
- (F) waiting rooms;

- (G) [if applicable short and long stay car parking for use by railway passengers and essential staff of Users and] cycle parking;
- (H) messroom, locker rooms and staff toilets for use by Users and their Associates' staff;
- (I) canopies and roofs;
- (J) electronic passenger information systems;
- (K) lifts and escalators;
- (L) services;
- (M) public telephones;
- (N) public address system;
- (O) public clocks;
- (P) seating;
- (Q) [staffed information point; and]
- (R) [closed circuit television (CCTV)]

106 Common Station Amenities and Common Station Services which may be changed only by unanimous agreement of all users

106.1 The following Common Station Amenities and Common Station Services may be changed only by unanimous agreement of all Users.

106.2 Opening periods as set out in Paragraph 5 of Annex 1.

106.3 Points of access to and egress from the Station.

106.4 [Location of Passenger Information Systems where applicable.]

PART 18: RAILWAY SUPERSTRUCTURE AND RAILWAY SUBSTRUCTURE

107. Railway Superstructure

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

- (A) Not be Railway Superstructure if it is listed in Column 1 of Table 1;
and
- (B) be Railway Superstructure if it is listed in Column 2 of Table 1.

Table 1

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

107.2 The Station shall:

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

108. Railway Substructure

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

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

Table 2

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

108.2 The Station shall:

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

PART 19: SPECIFIED PROVISIONS

109 Existing Agreements

The Agreements referred to in limb (b) of the definition of Change are:

- (A) the Supplemental Agreement made 1st April 1994 between (1) British Railways Board and (2) Railtrack PLC (now Network Rail Infrastructure Limited) and entitled "Agreement for Leases, Site Demarcations, Connection Agreements and BRT Easements", the Supplemental Agreement made 1st April 1994 between (1) Railtrack PLC (now Network Rail Infrastructure Limited) and (2) British Railways Board and entitled "Supplemental Agreement for Leases (Real Property)" and the Supplemental Agreement made 1st April 1994 between (1) Railtrack PLC (now Network Rail Infrastructure Limited) and (2) British Railways Board and entitled "Property Miscellaneous Provisions Agreement" which form part of the Railtrack PLC (now Network Rail Infrastructure Limited) Transfer Scheme;
- (B) the Supplemental Agreement made 1st April 1994 between (1) Railtrack PLC (now Network Rail Infrastructure Limited) and (2) BR Telecommunications Limited and entitled "Framework Agreement relating to grant of easement and property leases" which forms part of the Railtrack PLC (now Network Rail Infrastructure Limited) Transfer Scheme and the British Rail Telecommunications Transfer Scheme; and
- (C) the Supplemental Agreement made 1st April 1994 between (1) Railtrack PLC (now Network Rail Infrastructure Limited) and (2) BR Telecommunications Limited and entitled "Agreement for Leases, Property Licences and Grant of Easements" which forms part of the British Rail Telecommunications Transfer Scheme; and

and any deeds or documents supplemental to or varying the terms of any of them.

110 Core Facilities

The Core Facilities referred to in the definition "Change" are those referred to in Conditions [104.3] and [104.4] (if any).