Dated **[***insert* **]**

[*insert name of station* **]**
GBR STATION ANNEXES 202[7]

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(Each of which is fully available at the Commencement Date)

ANNEX 1: COMMON STATION AMENITIES AND SERVICES

1 Common Station Amenities for all Users

1.1 Not Used.

1.2 Not Used.

1.3 Not Used.

1.4 Not Used.

1.5 Not Used.

1.6 *[insert any other amenities, e.g. closed circuit television security system, a reasonable number of telephone giving access to the railway ETD network for emergency use and operational use by all Users and their Associates, etc.]*

2 Not Used

3 Not Used.

4 Not Used.

5 Opening Times

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

> 24 hours per day, 365 days per year *[Alternate to be agreed, e.g. except Christmas Day and until 21:00 on Boxing Day, etc.]*

and to the public for the following hours:

> 24 hours per day, [364] days per year, [except Christmas Day] *[Alternate to be agreed, e.g.] and 00:01 to 21:00 hours on Boxing Day and 30 minutes after the commencement and 30 minutes before the end of the longest period between 00:01 and 07:00 on each day on which no train services of any passenger operator arrive or depart from the Station.]*

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

The Public Toilets : *[insert when alternate agreed, e.g. 24 hours]*
Left Luggage : *[insert when alternate agreed, e.g. 0600 to 2200]*
Lost Property : [*insert when alternate agreed, e.g. 0600-2200***]**
Customer Service Centre: *[insert when alternate agreed]*

6 Station

Station name: *Insert name of Station*

Address/location: *Insert address of Station*

County/London Borough: *Insert county or London Borough*

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

6.2 The following features (where marked "YES") where so indicated under "Treatment" are included in, or excluded from, the Station and in each case are denoted on the Plan by the marking or lettering indicated below.

Marking or Lettering	Included on Plan	Treatment
Yellow	YES/NO	Represents subway outside blue edging but included in the Station.
Green	YES/NO	Represents bridge, raft or station roof outside blue edging but included in the Station.
Red Hatch	YES/NO	Represents bridge, raft, viaduct, arch or other overlying structure which (with everything above it) is within blue edging but excluded from the Station.
Green Hatch	YES/NO	Represents bridge, raft, viaduct, arch, tunnel or other underlying structure which (with everything within it) is within blue edging but excluded from the Station.
Purple	YES/NO	Represents the route of an emergency access from the Station referred to in Part 10.

<u>Brown Colour and/or brown colour hatched</u>	YES/NO	Represents a right of way referred to in Part 10.
<u>Uncoloured Brown hatch and/or cross hatch</u>	YES/NO	Represents a right of way referred to in Part 10.
<u>Black cross hatch</u>	YES/NO	Represents car parking spaces referred to in Part 10 (if applicable).
<u>Lettering</u>	YES/NO	Represents boundary walls fences and gates belonging to the Station between the lettered points.

[References in Marking or Lettering column, replies in "Included on Plan" column and description in "Treatment" column to be checked on a Station specific basis].

7 <u>Not Used</u>.

8 <u>Not Used.</u>

9 <u>Not Used.</u>

10 <u>Not Used.</u>

APPENDIX 1 TO ANNEX 1

[Not Used]

APPENDIX 2 TO ANNEX 1

The Plans are annexed hereto.

APPENDIX 3 TO ANNEX 1

[Not Used – subject to consultation position.]

APPENDIX 4 TO ANNEX 1

[MANAGED STATIONS]

[*INSERT NAME OF STATION*] - EQUIPMENT INVENTORY

ALLOCATION OF COST

	Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
(1)	Traction supply equipment (includes OHLE structures and/or feeder cables to conductor rails, but not the rails)	[YES]	[NO]	[NO]
(2)	Signalling equipment (includes gantries cables and other apparatus)	[YES]	[NO]	[NO]
(3)	Water and Electricity Utility supply equipment and transmission media [*Consider and add Gas, if applicable]*	[YES]	[NO]	[NO]

	Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
(4)	Sub-stations Meter Rooms and Main Switch Gear Housing	[YES]	[YES]	[NO]
(5)	Boilers and heating systems	[YES]	[YES]	[NO]
(6)	Station Facility Owner's Temporary Buildings	[YES]	[YES]	[YES]
(7)	Sprinkler	[YES]	[YES]	[NO]
(8)	Security Installations (including CCTV) and Fire Alarm Systems	[YES]	[YES]	[NO]
(9)	Air Conditioning Plant and Equipment	[YES]	[YES]	[NO]
(10)	Retail Telecoms Systems This means the systems identified in (A) below including (but not limited to) items mentioned in (B) below but excluding items mentioned in (C) below:			
(A)	public address systems	[YES]	[NO]	[NO]
	information display systems (including LED, LCD, or flap-type (Solari boards) and monitoring	[YES]	[NO]	[NO]

	Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
	(monitor based systems)			
	station clock systems	[YES]	[NO]	[NO]
	closed circuit TV for crowd control	[YES]	[NO]	[NO]
(B)	customer terminal/premises equipment associated with such systems e.g. processors, displays, speakers and amplifiers	[YES]	[NO]	[NO]
	local cabling and wiring, including any local data/analogue communications devices associated with the Station	[YES]	[NO]	[NO]
(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)	[YES]	[NO]	[NO]
(11)	External Lighting including platforms	[YES]	[YES]	[NO]
(12)	Drainage	[YES]	[YES]	[NO]

	Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
(13)	Gas Installations, fittings and fixed appliances	[NO]	[YES]	[NO]
(14)	Electrical Installations including fixed appliances	[YES]	[YES]	[NO]
(15)	Electrical power supply sockets and light fittings	[YES]	[YES]	[YES]
(16)	Driver Only Operation Equipment	[YES]	[YES]	[NO]
(17)	Central Heating Systems	[YES]	[YES]	[NO]
(18)	Sanitary Installations and fittings where accessible and/or visible	[YES]	[YES]	[YES]
(19)	Sanitary Installations and fittings where not accessible or visible	[YES]	[NO]	[NO]
(20)	Hot and Cold water and soil waste plumbing installations where accessible and/or visible	[YES]	[YES]	[YES]
(21)	Hot and cold water and soil waste plumbing installations where not accessible or visible	[YES]	[NO]	[NO]
(22)	Flues	[NO]	[YES]	[NO]

	Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
(23)	Fixed Seats	[YES]	[YES]	[YES]
(24)	Train Despatch Equipment	[YES]	[YES]	[NO]
(25)	Fixed and Moveable Fire Appliances [(including Beneficiaries' Exclusive Areas)]	[YES]	[YES]	NO [(except in respect of extinguishers equipment and arrangements required to ensure (a) satisfactory safety from the risks of fire or explosion to the reasonable satisfaction of the Station Facility Owner (b) obtaining or maintenance of any necessary fire certificate for the Station)]
(26)	Pumping Station	[NO]	[YES]	[NO]
(27)	Traffic Management System Controlling Vehicular entry to any Station or any Car Park	[NO]	[YES]	[NO]

	Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
(28)	Lift Installations	[YES]	[NO]	[NO]
(29)	Escalator Installations	[YES]	[NO]	[NO]
(30)	Ticket Gate Line/Platform Barriers	[YES]	[NO]	[NO]
(31)	Cycle Racking	[NO]	[YES]	[YES]
(32)	Waiting Room Furniture	[NO]	[YES]	[YES]
(33)	Left Luggage Units	[NO]	[YES]	[YES]
(34)	Customer Service Telephones and Equipment (Help Points)	[YES]	[YES]	[YES]
(35)	Radios	[YES]	[YES]	[YES]
(36)	Passenger Information Point (PIP)	[YES]	[YES]	[YES]
(37)	Public payphone	[YES]	[NO]	[NO]
(38)	Information Booth	[YES]	[YES]	[YES]
(39)	Diesel Fuel Storage and Dispensing Installation	[YES]	[YES]	[NO]
(40)	Water tanking points on platforms	[YES]	[YES]	[YES]

	Description	Present at Station	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
(41)	Ticket vending machines	[YES/NO]	[YES]	[YES]

Note: Answers and items listed out above to be checked and amended/modified, as necessary for specific Station.

NON-MANAGED STATIONS

Description		Present at Station	Responsibility for Maintenance	Responsibility for Repair
(1)	Traction supply equipment (includes OHLE structures and/or feeder cables to conductor rails, but not the rails)	YES/NO	GBR	GBR
(2)	Signalling equipment (includes gantries cables and other apparatus)	YES/NO	GBR	GBR
(3)	Gas water and electricity utility supply equipment and transmission media	YES/NO	GBR	GBR
(4)	Sub-stations Meter rooms and main switch gear housing	YES/NO	Station Facility Owner	GBR

(5)	Boilers and heating systems	YES/NO	Station Facility Owner	GBR
(6)	Station Facility Owner's temporary buildings	YES/NO	Station Facility Owner	Station Facility Owner
(7)	Sprinkler	YES/NO	Station Facility Owner	GBR
(8)	Security Installations (including CCTV) and Fire Alarm Systems	YES/NO	Station Facility Owner	GBR
(9)	Air Conditioning Plant and Equipment	YES/NO	Station Facility Owner	GBR

(10)	Retail Telecomms Systems. This means the systems identified in (a) below, including (but not limited to) items mentioned in (b) below but excluding items mentioned in (c) below;	YES/NO			
(a)	public address systems information display systems (including LED, LCD, or flap-type (Solari boards) and monitoring monitor based systems)	YES/NO		Station Facility Owner	GBR (except that the Station Facility Owner is responsible for this in respect of tubes and (whether due to breakdown or timetable change) flaps on displays)
	Station clock systems	YES/NO		Station Facility Owner	GBR

	closed circuit TV for crowd control	YES/NO	Station Facility Owner	GBR
(b)	customer terminal/ premises equipment associated with such systems e.g. processors, displays, speakers and amplifiers	YES/NO	Station Facility Owner	GBR
	local cabling and wiring, including any local data/ analogue communications devices associated with the Station	YES/NO	Station Facility Owner	GBR

(c)	Circuits connecting retail telecomms systems to remote locations (using intermediate and/or trunk telecomms cabling) or providing connections to other applications (for example, a form of information generator)			
(11)	External lighting including platforms	YES/NO	Station Facility Owner	GBR
(12)	Drainage	YES/NO	Station Facility Owner	GBR
(13)	Gas installations, fittings and fixed appliances	YES/NO	Station Facility Owner	GBR

(14)	Electrical installations including fixed appliances	YES/NO	Station Facility Owner	GBR
(15)	Electrical power supply sockets and light fittings	YES/NO	Station Facility Owner	Station Facility Owner
(16)	Driver only operation equipment	YES/NO	Station Facility Owner	GBR
(17)	Central heating systems	YES/NO	Station Facility Owner	GBR
(18)	Sanitary installations and fittings where accessible and/or visible	YES/NO	Station Facility Owner	Station Facility Owner
(19)	Sanitary installations and fittings where not accessible or visible	YES/NO	GBR	GBR

(20)	Hot and cold water & soil waste plumbing installations where accessible and/or visible	YES/NO		Station Facility Owner	Station Facility Owner
(21)	Hot and cold water and soil waste plumbing installations where not accessible or visible	YES/NO		GBR	GBR
(22)	Flues	YES/NO		Station Facility Owner	GBR
(23)	Fixed seats	YES/NO		Station Facility Owner	GBR
(24)	Train despatch equipment	YES/NO		Station Facility Owner	GBR
(25)	Fixed and moveable fire appliances	YES/NO		Station Facility Owner	GBR (except that the Station Facility Owner is responsible for this in respect of extinguishers equipment and arrangements required to ensure (a) satisfactory safety from the risks of fire or

				explosion to the reasonable satisfaction of GBR or (b) obtaining or maintenance of any necessary fire certificate for the Station)
(26)	Pumping station	YES/NO	Station Facility Owner	GBR
(27)	Traffic management system controlling vehicular entry to any Station or any Car Park	YES/NO	Station Facility Owner	GBR
(28)	Lift installations	YES/NO	GBR	GBR
(29)	Escalator installations	YES/NO	GBR	GBR
(30)	Glasden ticket units	YES/NO	Station Facility Owner	GBR
(31)	Platform barriers	YES/NO	Station Facility Owner	GBR
(32)	Cycle racking	YES/NO	Station Facility Owner	Station Facility Owner

(35)	Customer service telephones & equipment	YES/NO		Station Facility Owner	Station Facility Owner
(33)	Waiting room furniture	YES/NO		Station Facility Owner	Station Facility Owner
(34)	Left luggage units	YES/NO		Station Facility Owner	Station Facility Owner

APPENDIX 5 TO ANNEX 1

[MANAGED STATIONS]

[*INSERT NAME OF STATION*] STATION – ELEMENTS INVENTORY

ALLOCATION OF COST

	Description	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
A	**Substructures (excluding any finishes)**		
1.	Foundations	[N/A]	[NO]
2.	Basements	[N/A]	[NO]
3.	Basement Tanking/Waterproofing	[N/A]	[NO]
4.	Arches and Subways	[N/A]	[NO]
5.	Structural Slabs at Ground Level or below	[N/A]	[NO]
6.	Damp Proof Membrane at Ground Floor Level and below	[N/A]	[NO]
7.	Retaining Walls	[N/A]	[NO]
B	**Superstructure**		
8.	Damp Proof Course	[N/A]	[NO]
9.	Frames, Beams Columns (Excluding Finishes)	[N/A]	[NO]
10.	Structural Slabs (above Ground Floor Level)	[N/A]	[NO]
11.	Floors (Excluding Finishes)	[N/A]	[NO]
12.	External Staircases (Excluding Finishes)	[NO]	[NO]
13.	Internal Staircases (Excluding Finishes)	[NO]	[NO]

	Description	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
	Description	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
	Roofs (Excluding Canopies)		
14.	Roof Structure	[NO]	[NO]
15.	Decking, Coverings Insulation	[NO]	[NO]
16.	Roof Access Ladders, Walkways and Guardrails	[NO]	[NO]
17.	Roof Lights	[NO]	[NO]
18.	Roof Drainage	[YES]	[NO]
19.	Parapets	[NO]	[NO]
20.	Chimneys above Roof Level	[NO]	[NO]
21.	Station Roof Glazing	[NO]	[NO]
22.	Tank rooms and Roof Mounted Plant above the roof line	[NO]	[NO]
	Canopies		
23.	Canopies, Supports and Glazing	[NO]	[NO]
24.	Roof Access Ladders, Walkways and Handrails	[NO]	[NO]
25.	Canopy Drainage	[NO]	[NO]
26.	External and Load Bearing Walls (Excluding Finishes)	[N/A]	[NO]
	Walls and Cladding		
27.	External Cladding	[YES]	[NO (except where due to vandalism)]

	Description	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
			[YES (where due to vandalism)]
28.	Internal Load Bearing Walls (Excluding Finishes)	[N/A]	[NO]
29.	Internal Non-Load Bearing Walls (Excluding Finishes)	[YES]	[YES]
30.	Partitions	[YES]	[YES]
31.	Windows excluding glass		
	(A) External	[YES]	[NO]
	(B) Internal	[YES]	[YES]
32.	External Doors	[YES]	[NO]
33.	Internal Doors	[YES]	[YES]
C	**Finishes and Surfaces**		
34.	External & Internal Wall Finishes and Coating including paint	[YES]	[YES]
35.	Floor (except Terrazzo) Finishes within Buildings	[YES]	[YES]
36.	Terrazzo Finishes (except platforms)	[YES]	[NO]
37.	Finishes to Frames Beams Columns (other than 38)	[YES]	[YES]
38.	Fire resistant coatings/finishes	[YES]	[NO]
39.	Staircase Finishes	[YES]	[YES]
40.	Train Shed Roof Finishes	[NO]	[NO]
41.	Canopy Finishes	[NO]	[NO]
42.	Ceiling Finishes	[YES]	[YES]
43.	Internal Joinery (Skirtings Architraves)	[YES]	[YES]
44.	Other Glazing	[YES]	[YES]

	Description	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
	including windows and doors		
D	**Platforms and External Structures**		
45.	Platform Structure including supporting and retaining walls	[NO]	[NO]
46.	Platform Copers	[YES]	[NO]
47.	Platform Wearing Surfaces (except Terrazzo)	[YES]	[NO]
48.	Platform Terrazzo Surfaces	[YES]	[NO]
49.	Footbridges (except finishes)	[NO]	[NO]
50.	Footbridge and Subway finishes (including wearing surface handrails etc)	[YES]	[NO]
51.	Fixed Ramps	[NO]	[NO]
52.	Loading Docks	[NO]	[NO]
53.	Waiting Shelters	[YES]	[NO]
54.	Fencing	[YES]	[NO]
55.	Retaining Walls	[NO]	[NO]
E	**Other**		
56.	Road, Pavement and Forecourt Surfaces and Substructures	[YES]	[NO]
57.	Car Park Surfaces and Substructures	[NO]	[NO]
58.	Car Park Equipment including Ticket Machines, Signs and Road markings (if any at Station)	[YES]	[YES]
59.	Main Drainage Outfall	[NO]	[NO]
60.	Other Underground Drainage Installations	[NO] (except in respect of keeping clean and free flowing)	[NO]
61.	Nominated Signs	[YES]	[YES]

	Description	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
62.	Station Signage	[YES]	[YES]
63.	Landscaping and Planting	[YES]	[YES]
[64.	Vegetation on Towers & Structures]	[NO]	[NO]

Note: Answers and items listed out above to be checked and amended/modified, as necessary by specific Station.

NON-MANAGED STATIONS

Description		Responsibility for Maintenance	Responsibility for Repair
A.	Substructures (excluding any finishes)		
(1)	Foundations	N/A	GBR
(2)	Basements	N/A	GBR
(3)	Basement tanking/waterproofing	N/A	GBR
(4)	Arches and subways	N/A	GBR
(5)	Structural slabs at ground level or below	N/A	GBR

(6)	Damp proof membrane at ground floor level and below	N/A	GBR
(7)	Retaining walls	N/A	GBR
B.	<u>Superstructure</u>		
(8)	Damp proof course	N/A	GBR
(9)	Frames, beams columns (excluding finishes)	N/A	GBR
(10)	Structural slabs (above ground floor level)	N/A	GBR
(11)	Floors (excluding finishes)	N/A	GBR
(12)	External staircases (excluding finishes)	GBR	GBR

(13)	Internal staircase (excluding finishes)	GBR	GBR
	<u>Roofs (Excluding Canopies)</u>		
(14)	Roof structure	GBR	GBR
(15)	Decking, coverings insulation	GBR	GBR
(16)	Roof access ladders, walkways and guardrails	GBR	GBR
(17)	Roof lights	GBR	GBR
(18)	Roof drainage	Station Facility Owner	GBR
(19)	Parapets	GBR	GBR
(20)	Chimneys above roof level	GBR	GBR

(21)	Station roof glazing	GBR	GBR
(22)	Tankrooms and roof mounted plant above the roof line	GBR	GBR
	<u>Canopies</u>		
(23)	Canopies, supports and glazing	GBR	GBR
(24)	Roof access ladders, walkways and handrails	GBR	GBR
(25)	Canopy drainage	GBR	GBR
	<u>Walls and Cladding</u>		
(26)	External and load bearing walls (excluding finishes)	N/A	GBR

(27)	External cladding	Station Facility Owner	GBR (except where due to vandalism) Station Facility Owner (where due to vandalism)
(28)	Internal load bearing walls (excluding finishes)	N/A	GBR
(29)	Internal non-load bearing walls (excluding finishes)	Station Facility Owner	Station Facility Owner
(30)	Partitions	Station Facility Owner	Station Facility Owner
(31)	Windows external and internal excluding glass	Station Facility Owner	GBR
(32)	External doors	Station Facility Owner	GBR
(33)	Internal doors	Station Facility Owner	GBR

C. <u>Finishes and surface</u>

(34)	External & internal wall finishes and coating including paint	Station Facility Owner	Station Facility Owner
(35)	Floor (except terrazzo) finishes within buildings	Station Facility Owner	Station Facility Owner
(36)	Terrazzo finishes (except platforms)	Station Facility Owner	GBR
(37)	Finishes to frames beams columns (other than (37)(A))	Station Facility Owner	Station Facility Owner
(37) (A)	Fire resistant coatings/finishes	Station Facility Owner	GBR
(38)	Staircase finishes	Station Facility Owner	Station Facility Owner
(39)	Train shed roof finishes	GBR	GBR
(40)	Canopy finishes	GBR	GBR

(41)	Ceiling finishes	Station Facility Owner	Station Facility Owner
(42)	Internal joinery (skirtings architraves)	Station Facility Owner	GBR
(43)	Other glazing including windows and doors	Station Facility Owner	Station Facility Owner
D.	<u>Platforms and external structures</u>		
(44)	Platform structure including supporting and retaining walls	GBR	GBR
(45)	Platform copers	GBR	GBR
(46)	Platform wearing surfaces (except terrazzo)	GBR	GBR
(47)	Platform terrazzo surfaces	GBR	GBR

(48)	Footbridge (except finishes)	GBR	GBR
(49)	Footbridge and subway finishes (including wearing surfaces handrails etc)	Station Facility Owner	GBR
(50)	Fixed ramps	GBR	GBR
(51)	Loading docks	GBR	GBR
(52)	Waiting shelters	Station Facility Owner	GBR
(53)	Fencing	Station Facility Owner	GBR
(54)	Retaining walls	GBR	GBR

E. <u>Other</u>

(55)	Road, pavement and forecourt surfaces and substructures	GBR	GBR
(56)	Car park surfaces and substructures	GBR	GBR
(57)	Car park equipment including ticket machines, signs and road markings	Station Facility Owner	Station Facility Owner
(58)	Main drainage outfall	GBR	GBR
(59)	Other underground drainage installations	GBR (except Station Facility Owner to keep clear and free flowing)	GBR
(60)	Nominated signs	Station Facility Owner	Station Facility Owner
(61)	Station signage	Station Facility Owner	Station Facility Owner
(62)	Landscaping and planting	Station Facility Owner	Station Facility Owner

APPENDIX 6 TO ANNEX 1

Not Used

APPENDIX 7 TO ANNEX 1

Not Used

ANNEX 2:

Not Used

ANNEX 3

Not Used

ANNEX 4

Not Used

ANNEX 5 : EXISTING AGREEMENTS

[To be completed as to station specific, global agreements etc or marked N/A]

[The list of Existing Agreements in annexed hereto:

[(A) General Existing Agreements (excluded and included)][1]

[(B) Global Agreements]

[(C) Retail Lettings]]

ANNEX 6: IDENTIFIED ABATABLE CHARGES FOR COMMON STATION AMENITIES AND COMMON STATION SERVICES

Save where an amenity is closed for cleaning, Maintenance or repair in accordance with the Station Code, a Passenger Operator shall be entitled to an abatement equal to its Passenger Operator’s Proportion of the following abatable charges or of the Daily Charge attributable to the relevant amenity or service, whichever is the lesser, save where an abatement is payable to the Passenger Operator in respect of the same period of time under Annex 7. Provided that, save where otherwise indicated below, the abatable charge shall be payable only in the event of total failure of the relevant amenity or service.

	AMENITY/SERVICE	**PERIOD**	**ABATABLE CHARGE**
1.	Public Address System (including recorded announcements)	after [24] hours	£[ ] per day
2.	Customer Information Systems (including VDU and LCD boards)	after [48] hours	£[ ] per day
3.	Main Indicator Board or where more than one Main Indicator Board, in respect of each Main Indicator Board	after [24] hours after [24] hours	£[ ] per day £[ ] per day
4.	Lifts and Escalators (total failure is defined as when more than 50% of all lifts and escalators at the Station are not available	after [24] hours	£[ ] per day
5.	Car Parking Provision (total failure is defined as when less than [ ]% of car parking spaces are available)	after [24] hours	[ ]% of daily income from car park

[Amenity/Service column to be customised on a Station specific basis and with additional items considered, e.g. left luggage, toilets etc. In addition, grace periods and levels of Abatable Charge to be inserted, as appropriate to the Station - consider reference to specific [daily] amount or (if applicable) a percentage of User's Daily General Charge/Daily Long Term Charge <u>and</u> the SFO's Charges applicable to Amenity/Service.]

ANNEX 7: SLIDING SCALE OF ABATEMENT FOR FAILURE TO OPEN THE ENTIRE STATION DURING AGREED OPENING TIMES

[**Managed Stations**]

On each occasion on which the Station is not open during the opening times set out in paragraph 5 of Annex 1, each of the Daily General Charge and the Daily Long Term Charge shall be abated to any User which has an affected Vehicle by the Relevant Amount. For these purposes:

1. "Relevant Amount" means in respect of any day on which the station so fails to open, the whole or such part of: -

   (A) in the case of the Daily General Charge 100% thereof; and

   (B) in the case of the daily Long Term Charge 50% thereof

   as is in each case equal to the proportion which the number of Vehicles operated by or on behalf of the User and due to depart from the station on that day and which are affected by such failure open bears to the total number of Vehicles operated by or on behalf of the User and which are due to depart from the station on that day; and

2. a Vehicle shall be affected by such failure to open at any time during the period commencing 30 minutes prior to the scheduled arrival of such Vehicle and ending 15 minutes after its scheduled departure.

The above is to be customised for the Station, if applicable.

[**Non-Managed Stations and FRI Stations**]

On each occasion when a station is not open during the opening times set out in Paragraph 5 of Annex 1, the relevant Daily Charge shall be abated to any Relevant Operators which has an affected Vehicle by the Relevant Amount. For these purposes:

(a) "Relevant Amount" means in respect of any day on which the Station so fails to open, the whole or such part of the relevant Daily Charge and/or the Station Facility Owner's Daily Share as is in each case equal to the proportion which the number of Vehicles operated by or on behalf of the Relevant Operator and due to depart from the Station on that day and which are affected by such failure to open bears to the total number of Vehicles operated by or on behalf of the Relevant Operator and which are due to depart from the Station on that day.

(b) A Vehicle shall be affected by such a failure to open if the Station is not open at any time during the period commencing 30 minutes prior to the scheduled arrival of such Vehicle and ending 15 minutes after its scheduled departure.

ANNEX 8: SPECIFIED PROVISIONS

1. Not Used.

2. Not Used.

3. The sum referred to in the definition "Minimum Sum" is [*insert*].

4. Not Used.

5. Not Used.

6. Not Used.

7. The amount referred to in Condition 50.1(A) is [£5,000].

8. The amount referred to in Condition 50.1(B) is [£5,000].

9. Not Used.

10. The amount referred to in Condition 71.1(B)(1) is [1%] of the Station Facility Owner's Long Term Charge, subject to a minimum of [£1,000].

11. The amount referred to in Condition 71.1(B)(2) is [1%] of a Passenger Operator's share of Qualifying Expenditure, subject to a minimum of [£1,000].

12. The amount referred to in Condition 71.1(B)(3) is 1% of a User's Access Charge, subject to a minimum of [£1,000].

13. The amount referred to in Condition 71.1(C)(1) is [5%] of the Station Facility Owner's Long Term Charge, subject to a minimum of [£5,000].

14. The amount referred to in Condition 71.1(C)(2) is [5%] of a Passenger Operator's share of Qualifying Expenditure, subject to a minimum of [£5,000].

15. The amount referred to in Condition 71.1(C)(3) is [5%] of a User's Access Charge, subject to a minimum of [£5,000].

16. Not Used.

17. The area(s) of the concourse and the durations referred to in Condition 100.1 are [*none/insert details*].

18. The relevant special conditions referred to in Condition 1.4 are:
[*Paragraph 18 will need to be completed on a Station specific basis but by way of illustration, please consider some of the examples that follow and whether issues such as number of car parking spaces need to be covered]*

(A) references in these GBR Station Annexes to Plan(s) are to the plans marked as such in Appendix 2 to Annex 1;

(B) Not Used;

(C) implementation of any proposal by the Station Facility Owner to use the Passenger Information System at the Station otherwise than for provision of a Common Station Service shall be deemed to be a Proposal;

(D) in determining whether for the purposes of Condition 10.1 the introduction of any advertising at the Station (other than in respect of railway services) is an action falling within the definition of a Proposal regard shall be had to all such advertising so introduced since the Commencement Date or the date on which a Proposal in that regard was last approved under Part 3, whichever is the latter; and

(E) the provisions of Part 6 of the Station Code shall apply in respect of any Passenger Operator save to the extent varied or disapplied in a Station Access Agreement with that Passenger Operator;

(F) Not used;

(G) Not Used.

19. The Conditions Efficacy Date is the date of the Station Access Agreement between the Station Facility Owner and the Beneficiary.

20. Not Used.

21. Not Used.

22. The amounts referred to in paragraphs [7] and [8] above shall be subject to indexation annually on [insert date] in line with movements in the CPI, based on an indexation base date of [November 2027].

ANNEX 9

Not Used

ANNEX 10

[Not Used - subject to consultation]

ANNEX 11

[Not Used – subject to consultation]

ANNEX 12

[Not Used – subject to consultation]

ANNEX 13

[Not Used – subject to consultation]

ANNEX 14 : TEMPLATE CO-OPERATION AGREEMENT BETWEEN INDUSTRY PARTNERS (STATION FACILITY OWNERGBR AND RELEVANT OPERATORS)

[Retained]

Co-operation Agreement

between

[ ] LIMITED
as the Proposer

and

[ ] LIMITED
as the MCC

relating to

[ ] Station

Note: this document should only be used in connection with Material Change Proposals made between Railway Industry parties.

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THIS AGREEMENT is dated and made

BETWEEN:

(1) **[ ] LIMITED** (company registration number [ ]) whose registered office is at [ ] (the "Proposer"); and

(2) **[ ] LIMITED** (company registration number [ ]) whose registered office is at] (the "MCC").

WHEREAS:

(1) [There is in respect of the Station a Station Access Agreement which incorporates the Station Code made between the Proposer and the MCC *(to be used where one party is the Station Facility Owner and the other party is a User)*] [The Proposer and the MCC are parties to agreements which incorporate the Station Code *(to be used between parties where either of them is a Material Chance Consultee to the MCP i.e. there is no agreement between them, but both separately are parties to an agreement which incorporates the Station Code, so that they are both bound by the Station Code.)*].

(2) The Proposer has issued the MCP to the MCC and this Agreement concerns the implementation of the MCP.

(3) The purpose of this Agreement is:

(i) **co-operation** – to establish appropriate principles concerning the basis upon which the MCC and the Proposer will co-operate with each other throughout the implementation of the MCP in order to minimise any material adverse effect of the MCP upon the MCC's Business; and

(ii) **financial undertaking** – to provide a financial undertaking to pay to the MCC the MCC Costs and such part of any increased net costs in respect of the Station for which the MCC is responsible pursuant to the Station Access Agreement as shall be directly attributable to the implementation of the MCP and to set out appropriate procedures to be followed in relation to any claim by the MCC pursuant to the financial undertaking.

IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words and phrases shall have the following meanings unless the contrary intention appears:

"Control Period" means the period between the reviews of Station Facility Owner's funding requirements;

"Fixed Sum" has the meaning given that expression in clause 4.1 of this Agreement;

“implementation of the MCP” means the implementation and carrying out of works or other activities within the station change process as outlined by the MCP;

“MCC” means the Material Change Consultee being the second party to this Agreement;

“MCC’s Business” means the business of [running services for the carriage of passengers by railway] [operating the Station and the Network];

“MCC Costs” means the reasonable and direct costs, losses and expenses including but not limited to all costs reasonably incurred by the MCC in evaluating and responding to the MCP (whether or not the MCP 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 MCC to the extent that the same are directly attributable to the implementation of the MCP 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 MCC as a consequence of the implementation of the MCP; and

(b) the ability or likely future ability of the MCC to recoup any costs, losses and expenses from third parties including passengers and customers;

“MCP” means a Material Change Proposal for the Station issued on [ ];

“Proposer” means the proposer of a Material Change Proposal being the first party to this Agreement;

“Required Interference” has the meaning given that expression in clause 3.1 of this Agreement;

“Required Interference Proposal” has the meaning given that expression in clause 5.1 of this Agreement;

“Savings Suggestion” has the meaning given that expression in clause 11.2 of this Agreement;

“Station” means [ ] Station;

“Station Access Agreement” means an access agreement dated [ ] made between the Proposer and the MCC incorporating the ISACs;

"Station Code" means the GBR Station Code.

“Unplanned Interference” has the meaning given that expression in clause 7.1 of this Agreement.

1.2 In this Agreement the following rules of interpretation shall apply:

(A) References in the singular shall include the plural and vice versa and words denoting natural persons shall include corporations and any other legal entity and vice versa;

(B) References to a particular clause or sub-clause shall be references to that clause or sub-clause in this Agreement (except to the extent that the context requires otherwise);

(C) Reference to this Agreement is a reference to this agreement as amended, supplemented or novated from time to time and includes a reference to any document which amends, is supplemental to, novates, or is entered into, made or given pursuant to it or in accordance with any terms of it;

(D) Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of it for the time being in force, and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under it, or deriving validity from it;

(E) Headings are included for convenience only and are to be ignored for the purposes of interpretation; and

(F) Unless a contrary intention appears, words and expressions defined in the Station Code shall have the same meanings when used in this Agreement.

2. **CO-OPERATION**

2.1 The parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights as set out in this Agreement.

3. **FINANCIAL UNDERTAKING**

3.1 When undertaking the implementation of the MCP, the Proposer shall use its reasonable endeavours not to prevent, hinder, obstruct, delay or interfere with the MCC's Business except insofar as it cannot reasonably be avoided or, acting reasonably, it is nevertheless necessary to do so in order to implement the MCP (the **"Required Interference"**).

3.2 MCC Costs arising by reason of a material adverse impact upon the MCC's Business from the Required Interference or any MCC Costs arising by reason of the impact upon the MCC's Business from the MCP following completion, shall be compensated to the MCC in accordance with clauses 4, 6, 7 or 8, as applicable.

3.3 The Proposer of the MCP shall pay emerging costs in accordance with clauses 6, 7 and 8, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum in accordance with clause 4.

3.4 To the extent that the net costs of operating the Station are increased as a result of the implementation and completion of the MCP, the Proposer shall compensate the MCC for any increased Qualifying Expenditure (as defined in the Station Code) that the MCC is to be charged under the Station Access Agreement either by reducing the relevant Qualifying Expenditure payable pursuant to the Station Access Agreement or alternatively the Proposer may make a separate payment or payments to the MCC of a sum equivalent to the increase in Qualifying Expenditure, whichever is appropriate.

3.5 For the avoidance of doubt, the costs and payments for procuring the works and services in order to carry out the works or activities referred to in the MCP will be paid in accordance with the MCP.

4. PAYMENT OF COMPENSATION BY WAY OF A FIXED SUM

4.1 If the MCC desires to recover compensation by way of a Fixed Sum, it shall within a reasonable period after the date of this Agreement serve notice on the Proposer identifying the fixed amount of compensation it will accept (the **"Fixed Sum"**) in full and final settlement of all MCC Costs.

4.2 Within 40 Business Days following the receipt of any such notice the Proposer shall serve notice on the MCC indicating whether it accepts or rejects such offer and if it fails to serve any such notice it shall be deemed to have rejected such offer.

4.3 If the Proposer in its discretion accepts the MCC's offer (both the form of payment and the amount) in relation to a Fixed Sum, the Proposer shall, subject to clause 4.4, pay the Fixed Sum to the MCC within 20 Business Days from the date of any agreement under clause 4.2 and from the date of such agreement the provisions of clauses 6, 7 and 8 shall cease to apply.

4.4 At the request of the Proposer and in circumstances where it would be reasonable to do so having regard to the cashflow implications on the Proposer's and the MCC's respective Businesses, the Proposer shall be entitled to pay the Fixed Sum by instalments of such sums and at such intervals as the Proposer and the MCC may agree (on the assumption that, wherever possible, the MCC should be entitled to receive instalments as and when costs are incurred by it) but in default of agreement over the circumstances in which it would be reasonable to pay by instalments, or over the amount or frequency of such instalments, the same may be referred by either party to dispute resolution under clause 14.

5. NOTICE OF A REQUIRED INTERFERENCE

5.1 Where the Proposer is able to reasonably anticipate that the implementation of the MCP or a phase of the MCP will result in Required Interference then the Proposer shall so far as reasonably possible provide 40 Business Days' written notice to the MCC of the relevant Required Interference together with:

(A) a description of the relevant Required Interference and those parts of the MCC's Business that the Proposer considers are likely to be materially affected by it; and

(B) such supporting information as is available to the Proposer at that time and which will be reasonably required by the MCC for the purpose of complying with its obligations under clause 6.3 (save that such supporting information does not need to be provided where compensation for MCC Costs is being paid by way of a Fixed Sum under clause 4).

The Proposer shall be permitted to serve further notice(s) together with appropriate supporting information in relation to the relevant Required Interference if and whenever the Proposer reasonably believes there is a change that will impact upon the level of relevant Required Interference and the adverse effect caused to the MCC's Business arising from implementation of the relevant phase of the MCP (the original notice and any such further notice shall each be a **"Required Interference Proposal"**).

6. ANTICIPATED MCC COSTS OF REQUIRED INTERFERENCE

6.1 This clause 6 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum.

6.2 Following receipt of any Required Interference Proposal and any supporting information given pursuant to clause 5.1, the MCC shall within 15 Business Days or within such longer period as the MCC may propose to be reasonably practicable and to which the Proposer may consent (such consent not to be unreasonably withheld or delayed) respond to the Proposer with the information required under clause 6.3 to a degree of completeness and certainty consistent with the level of detail provided at that time by the Proposer, and state clearly any assumptions made in providing that response. Any failure to agree the period for response shall be referred for resolution in accordance with clause 14.

6.3 The MCC's response to the Proposer under clause 6.2 shall:

(A) confirm whether or not MCC Costs will be directly attributable to the relevant Required Interference Proposal and if so provide the Proposer with reasonable information in support thereof;

(B) state the estimated amount of any MCC Costs directly attributable to the relevant Required Interference Proposal and provide the Proposer with reasonable information in support thereof;

(C) make any proposal for a mechanism for determining the MCC Costs (or any adjustment thereto) in relation to the relevant Required Interference Proposal;

(D) make any proposals for reaching agreement in relation to the terms on which any MCC Costs are to be compensated; and

(E) make any proposals for satisfying the mitigation obligation under clause 11 and estimate the costs of performing such obligation.

6.4 The Proposer shall be entitled

(A) to undertake the relevant Required Interference after service of any Required Interference Proposal under clause 5.1 regardless of whether or not the MCC has provided the response under clause 6.3; and/or

(B) to submit a Savings Suggestion as outlined at clause 11; and/or

(C) either to agree the MCC response in relation to the level and manner of MCC Costs payable in the response issued pursuant to clause 6.3 or refer the MCC response and its contents to dispute resolution in accordance with clause 14.

6.5 For the avoidance of doubt, the Proposer shall be entitled to undertake the implementation of the MCP and phases of the same without having identified any

Required Interference or having served notices in accordance with clause 5.1 but shall make payment of MCC Costs in accordance with clause 8.

7. UNPLANNED MATERIAL INTERFERENCE WITH THE MCC'S BUSINESS

7.1 This clause 7 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum, and it applies where as a consequence of the implementation of the MCP there is:

(A) unanticipated or unplanned interference that results in a prevention, hindrance, obstruction, delay or interference with the MCC's Business at the Station; and/or

(B) some Required Interference that has not (for any reason) been the subject of a Required Interference Proposal given by the Proposer in accordance with clause 5.1 above

(each of which circumstances are referred to below as an **"Unplanned Interference"**).

7.2 After an Unplanned Interference event, the MCC shall within 30 Business Days or such longer period as the MCC may propose as being reasonably practicable and to which the Proposer may consent (such consent not to be unreasonably withheld or delayed) provide to the Proposer a notice that shall:

(A) describe the Unplanned Interference to a degree of completeness and certainty as shall be reasonably sufficient to allow the Proposer to investigate the same, including but not limited to the date, time and location of the same and stating clearly any assumptions made in providing that notice. Any failure to agree the period for such notice shall be referred for resolution pursuant to the dispute resolution in accordance with clause 14;

(B) confirm the extent to which the MCC Costs have or will arise in relation to the relevant Unplanned Interference and provide the Proposer with reasonable information in support thereof;

(C) make any proposal for a mechanism for determining the MCC Costs (or any adjustment thereto) as a result of the relevant Unplanned Interference; and

(D) provide details of any actions or steps the MCC has taken to satisfy the mitigation obligation under clause 11 and estimate the costs of performing such obligations.

7.3 The Proposer shall be entitled either to agree the MCC notice provided in accordance with clause 7.2 in relation to the level and manner of the MCC Costs payable in relation to the Unplanned Interference or refer the same to dispute resolution under clause 14.

8. PAYMENT OF MCC COSTS

8.1 This clause 8 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum.

8.2 The Proposer shall pay any MCC Costs within 20 Business Days of agreement or determination (whether under clause 6.4 or 7.3 in relation to MCC Costs arising from the Required Interference or the Unplanned Interference, or under clause 14 in relation to other MCC Costs) of the level and manner of payment of the MCC Costs (or the relevant instalment of them).

8.3 At the request of the MCC and in circumstances where it would be reasonable to do so having regard to the cashflow implications on the MCC's Business, the Proposer shall make payments on account of the MCC Costs payable under clause 8.2 on a without prejudice basis of such sums and at such intervals as the Proposer and the MCC may agree but in default of agreement over the circumstances in which it would be reasonable to make payments on account, or over the amount or frequency of such payments, the same may be referred by either party to dispute resolution under clause 14.

9. REPAYMENT OF OVERPAID MCC COSTS

9.1 As soon as practicable after the total amount of MCC Costs (the **"Final MCC Costs"**) is agreed or determined pursuant to this Agreement the Proposer shall calculate the total of any instalments of MCC Costs and/or of any MCC Costs paid on account (the **"Total MCC Costs Paid"**) and if the Total MCC Costs Paid exceeds the Final MCC Costs then the Proposer shall serve notice on the MCC of the overpaid amount (the **"Overpaid MCC Costs"**).

9.2 The MCC shall be entitled to agree the Overpaid MCC Costs specified in the Proposer's notice, or either party may refer the same to dispute resolution under clause 14.

9.3 The MCC shall repay to the Proposer any Overpaid MCC Costs within 20 Business Days of agreement or determination of the amount of such costs under clauses 9.1 and 9.2. If any Overpaid MCC Costs are still outstanding on the day after the date falling 20 Business Days after the notice in clause 9.1 (the **"Interest Commencement Date"**), interest on such outstanding amounts shall accrue at the average of the base lending rates published from time to time by The Royal Bank of Scotland plc during any relevant period, from the Interest Commencement Date until the date of actual repayment.

9.4 Where compensation of MCC Costs is being paid by way of a Fixed Sum, this clause 9 shall only apply where the MCP is only partially implemented or is withdrawn following commencement of implementation.

10. FAILURE TO IMPLEMENT MCP

10.1 Where a MCP is only partially implemented or is withdrawn following commencement of implementation then the Proposer shall notify the MCC of its intention to discontinue the MCP and its calculation of the amount of MCC Costs consistent with the maximum total amount as specified in the Relevant Undertaking attributable to the partially implemented MCP (the **"Partial MCC Costs Amount"**) (which amount shall not include the loss of benefit (if any) which would or may have resulted from a full implementation of the MCP although to avoid doubt it shall take account of and net off against such costs the benefit (if any) of such partially implemented MCP).

10.2 The MCC shall be entitled to agree the Partial MCC Costs Amount specified in the Proposer's notice, or either party may refer the same to dispute resolution under clause 14.

10.3 The Proposer shall pay any Partial MCC Costs Amount (to the extent not already paid under the provisions of this Agreement) within 20 Business Days of agreement or determination under clause 10.2 of the level of the Partial MCC Costs Amount.

10.4 If the total amount paid of any instalments of MCC Costs and/or of any MCC Costs paid on account [or of any Fixed Sum or of any instalments of the Fixed Sum] at the date of the Proposer's notice given under clause 10.1 exceeds the Partial MCC Costs Amount then the provisions of clause 9 shall apply mutatis mutandis to any such overpaid amount.

11. <u>MITIGATION OF ADVERSE IMPACT OF IMPLEMENTATION</u>

11.1 The MCC is required to take all reasonable steps which are within its power and which are not prohibited by or in breach of any existing Legal Requirement to reduce the extent of the MCC Costs resulting from the implementation of the MCP by the Proposer and without prejudice thereto (without being obliged to incur additional expenditure or loss of revenue unless these are compensated for by the Proposer) take all reasonable steps to mitigate and minimise any adverse impact on the MCC's Business of the implementation of the MCP and to conduct its business in such manner as responds efficiently to the occurrence of any Required Interference and/or Unplanned Interference.

11.2 The Proposer may submit suggestions (each of which is a **"Savings Suggestion"**) to the MCC identifying potential opportunities for making savings in MCC Costs arising from the implementation of the MCP and if the MCC at its discretion accepts the Savings Suggestion then the MCC shall implement the same.

11.3 If the MCC accepts and implements the Savings Suggestion then the Proposer shall pay the reasonable and direct losses and expenses of implementation of the Savings Suggestion including loss of profit (but not consequential costs, losses or expenses save for loss of profit) recoverable under this Agreement but the MCC must provide the Proposer with such supporting evidence as it reasonably requires showing the extent of the same.

12. <u>LIMITATIONS ON THE FINANCIAL UNDERTAKING</u>

21.1 The MCC shall not be entitled to claim or be paid under the terms of this Agreement to the extent that the MCC will be or is entitled to payment of a sum or compensation in respect of the works or activities in the MCP or other associated work under the terms of:

(A) any Track Access Agreement with [Station Facility Owner] [the MCC]; and/or

(B) any Network Change under Conditions G and H of the Network Code; and/or

(C) the Station Access Agreement relating to the Station; and/or

(D) any lease from [Station Facility Owner] [the MCC] of premises at the Station; and /or

(E) any other agreement with the Proposer or a third party,

in respect of the same MCC Costs provided always that if only part of an amount payable under this Agreement has been recovered or can be recovered by the MCC under such other agreement, then the remainder of the MCC Costs payable under this Agreement will remain payable to the MCC by the Proposer pursuant to this Agreement.

12.2 The Proposer shall have no liability under this Agreement in respect of:

(A) MCC Costs arising after a period of five years from the date the Station asset(s) identified in the MCP become operational;

(B) MCC Costs not notified in writing to the Proposer with appropriate supporting information in accordance with the requirements of this Agreement;

(C) matters that result from Repair, Maintenance and/or renewals activity and works that fall within Part 4 or Part 13 of the Station Code where such activity and works would have been undertaken in any event in accordance with the Station Code regardless of whether such works and activities were contemplated by the MCP;

(D) works and activities that are outside of the Station Change process contained in the Station Code and/or outside of the MCP[; or]

(E) [works and activities that the MCC is required to undertake by virtue of the provisions of its concession agreement (if any)].

12.3 Notwithstanding the provisions of clause 12.2(A), in circumstances where the implementation of the MCP straddles more than one [Control Period] [concession agreement] and the MCC costs have not been taken into account by [GBR] in the calculations relating to any subsequent [concession agreement] [Control Period] after the one in which the MCP is made, then the Proposer shall continue to pay the MCC Costs arising during the remainder of the time period set out in clause 12.2(A) to the extent such costs have not been taken into account.

13. <u>ALTERNATIVE ACCOMMODATION</u>

13.1 The Proposer undertakes not to carry out any works to any Core Facility or any Station Facility agreed or determined under clause 13.2 (the **"Additional Accommodation"**) used by the MCC at the Station which would result in the MCC being unable to use such Core Facility or Additional Accommodation until such time as:

(A) alternative accommodation replacing the relevant Core Facility or Additional Accommodation reasonably adequate for the MCC's Business having regard to the functionality of its previous accommodation; and

(B) arrangements for and timing of the relocation to the alternative accommodation

have been approved by the MCC, such approval not to be unreasonably withheld or delayed; and

(C) the effective date of termination of the use of the relevant Core Facility or Additional Accommodation accords with the approved relocation arrangements.

13.2 If the MCC identifies any Station Facility:

(A) which is affected by the Proposer's MCP;

(B) that is reasonably necessary for use in connection with its rail business; and

(C) in respect of which the MCC demonstrates with supporting evidence, in such detail as is reasonably necessary and appropriate, that it cannot be adequately compensated for MCC Costs directly attributable to the implementation of the MCP

then it shall inform the Proposer that alternative accommodation needs to be provided. The Proposer shall be entitled either to agree with the MCC that such accommodation needs to be provided or refer the matter to dispute resolution under clause 14.

13.3 For the avoidance of doubt, in considering whether any alternative accommodation is reasonably adequate there shall be no assumption that it shall be a like for like replacement.

13.4 In the event of any dispute under this clause 13 either party may refer the matter for dispute resolution under the terms of clause 14.

14. DISPUTES

14.1 Disputes arising out of or in connection with this 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 it believes there is a dispute and that such dispute should be escalated in accordance with this clause, 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 paragraph (A), the dispute shall be escalated within a further 5 Business Days to the parties' appropriate senior managers for resolution;

(C) if the dispute is not resolved pursuant to paragraphs (A) and (B) then the dispute shall be resolved in accordance with Part M of the GBR Code as in force at the relevant time.

14.2 Nothing in clause 14.1 shall prevent either party at any time from referring a dispute arising out of or in connection with this Agreement directly (whether or not the dispute has been escalated in accordance with clause 14.1) for determination in accordance with Part M of the GBR Code as in force at the relevant time.

15. ASSIGNMENT

15.1 This Agreement is personal to the parties and neither the Proposer nor the MCC shall assign all or any part of the benefit of or its rights or benefits under this Agreement.

16. **GENERAL**

16.1 This Agreement shall not create or be taken to evidence any partnership, joint venture or agency between the parties. Neither party is hereby authorised to act as agent of the other, without the other party's prior written consent.

16.2 No indulgence granted by either party shall constitute or be construed as a waiver of the other party's strict rights under this Agreement.

16.3 If any provision of this Agreement is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

16.4 This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.

16.5 Each party admits that it has not entered into this Agreement in reliance upon any representation or promise of the other party.

16.6 No variation of any of the terms of this Agreement shall be effective unless it is in writing and signed on behalf of each of the parties.

17. **NOTICES**

17.1 Any notice or other document to be given or served under this Agreement shall be in writing and sent 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 delivered to or sent by first class post or facsimile to the other party to be served at its registered office.

17.2 Any such notice or document shall be deemed to have been served:

(A) If sent by e-mail, at the time it leaves the electronic gateway of the sender;

(B) if delivered, at the time of delivery;

(C) if sent by facsimile, upon receipt of the appropriate confirmation report; or

(D) if posted by pre-paid first class post, on the second Business Day following that on which the envelope containing the same was posted.

Provided that, for the purposes of Clauses 17.2(A), 0 and 0 where the notice is delivered or transmitted outside the hours of 9 a.m. to 5 p.m. on a Business Day, or at any time on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next Business Day.

18. **VAT**

18.1 If and to the extent that the fulfilment by either party of an obligation on its part contained or referred to in this Agreement shall constitute or shall at any time be found to constitute a supply of goods or a supply of services for the purposes of the Value Added Tax Act 1994 and/or that VAT is chargeable in respect of any supply made pursuant to this Agreement then the party in receipt of such supply shall pay to the supplier thereof the amount of such VAT payable in connection therewith upon receipt of a valid VAT invoice or invoices giving the requisite details of the taxable supplies.

18.2 Where either party agrees to pay the other an amount of money pursuant to this Agreement such amount shall be regarded as being exclusive of VAT and such agreement shall be construed as requiring the additional payment by the payer to the payee of any VAT properly chargeable in respect of the relevant supply made or to be made by the payee to the payer upon receipt of a valid VAT invoice.

19. <u>COUNTERPARTS</u>

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

20. <u>THIRD PARTIES</u>

20.1 This Agreement gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of **[ ] LIMITED**

…………………………………………………………………….
(Signature of named signatory)

Signed by

for and on behalf of **[ ] LIMITED**

…………………………………………………………………….
(Signature of named signatory)

ANNEX 15 : TEMPLATE CO-OPERATION AGREEMENT WHERE PROPOSER IS A STATION INVESTOR AND MATERIAL CHANGE CONSULTEE IS STATION FACILITY OWNERGBR OR A RELEVANT OPERATOR

[Retained]

Co-operation Agreement

between

[   ] LIMITED

as the Proposer

and

[   ] LIMITED

as the MCC

relating to

[   ] Station

Note: this document should only be used in connection with Material Change Proposals made by Station Investors at Managed Stations.

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<u>THIS AGREEMENT</u> is dated and made

<u>BETWEEN:</u>

(1) **[ ] LIMITED** (company registration number [ ]) whose registered office is at [ ] (the "<u>Proposer</u>"); and

(2) **[ ] LIMITED** (company registration number [ ]) whose registered office is at [ ] (the "<u>MCC</u>").

WHEREAS:

(1) The Proposer has issued the MCP to the MCC and this Agreement concerns the implementation of the MCP.

(2) Station Facility Owner and each of the Relevant Operators wish the Proposer to be bound by the provisions of Part 3 of the Station Code in respect of the MCP and the Proposer has agreed to be bound by those provisions.

(3) The purpose of this Agreement is:

(i) **co-operation** – to establish appropriate principles concerning the basis upon which the MCC and the Proposer will co-operate with each other throughout the implementation of the MCP in order to minimise any material adverse effect of the MCP upon the MCC's Business; and

(ii) **financial undertaking** – to provide a financial undertaking to pay to the MCC the MCC Costs and such part of any increased net costs in respect of the Station for which the MCC is responsible pursuant to the Station Access Agreement as shall be directly attributable to the implementation of the MCP and to set out appropriate procedures to be followed in relation to any claim by the MCC pursuant to the financial undertaking.

IT IS HEREBY AGREED AS FOLLOWS:

1. **<u>DEFINITIONS AND INTERPRETATION</u>**

1.1 In this Agreement the following words and phrases shall have the following meanings unless the contrary intention appears:

"APA" means an Asset Protection Agreement (as that expression is defined in the Station Code) entered into between (1) Station Facility Owner and (2) the Proposer before, on or after the date of this Agreement in relation to the carrying out of the works or other activities [as] [including those] outlined by the MCP;]

"Control Period" means the period between the reviews of Station Facility Owner's funding requirements;

“Fixed Sum” has the meaning given that expression in clause 6.1 of this Agreement;

“implementation of the MCP” means the implementation and carrying out of works or other activities within the station change process as outlined by the MCP;

“ISACs” means the Station Facility OwnerGBR Station Code and Annexes applicable to the Station;

“MCC” means the Material Change Consultee being the second party to this Agreement;

“MCC’s Business” means the business of [running services for the carriage of passengers by railway] [operating the Station and the Network];

“MCC Costs” means the reasonable and direct costs, losses and expenses including but not limited to all costs reasonably incurred by the MCC in evaluating and responding to the MCP (whether or not the MCP 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 MCC to the extent that the same are directly attributable to the implementation of the MCP 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 MCC as a consequence of the implementation of the MCP; and

(B) the ability or likely future ability of the MCC to recoup any costs, losses and expenses from third parties including passengers and customers;

“MCP” means a Material Change Proposal for the Station issued on [ ];

[**“Property Agreement”** means an agreement dated [ ] made between [Station Facility Owner] [the MCC] and the Proposer [giving the Proposer access and other rights over or in respect of the Station in connection with the implementation of the MCP;]

“Proposer” means the proposer of a Material Change Proposal being the first party to this Agreement;

“Required Interference” has the meaning given that expression in clause 5.1 of this Agreement;

“Required Interference Proposal” has the meaning given that expression in clause 7.1 of this Agreement;

“Savings Suggestion” has the meaning given that expression in clause 13.2 of this Agreement;

“Station” means [ ] Station;

“Station Access Agreement” means an access agreement dated [ ] made between [Station Facility Owner and the MCC] [the MCC and [ ]] incorporating the Station Code;

“Unplanned Interference” has the meaning given that expression in clause 9.1 of this Agreement.

1.2 In this Agreement the following rules of interpretation shall apply:

(A) References in the singular shall include the plural and vice versa and words denoting natural persons shall include corporations and any other legal entity and vice versa;

(B) References to a particular clause or sub-clause shall be references to that clause or sub-clause in this Agreement (except to the extent that the context requires otherwise);

(C) Reference to this Agreement is a reference to this agreement as amended, supplemented or novated from time to time and includes a reference to any document which amends, is supplemental to, novates, or is entered into, made or given pursuant to it or in accordance with any terms of it;

(D) Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of it for the time being in force, and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under it, or deriving validity from it;

(E) Headings are included for convenience only and are to be ignored for the purposes of interpretation; and

(F) Unless a contrary intention appears, words and expressions defined in the Station Code shall have the same meanings when used in this Agreement.

2. PARTICIPATION

2.1 In all matters relating to or arising from the MCP, the Proposer shall comply with and be liable under the provisions of Part 3 of the Station Code as if it was a Relevant Operator.

3. LIMITATION

3.1 The Proposer shall not acquire under this Agreement:

(A) any rights or liabilities in connection with any other MCP; or

(B) any rights or liabilities from or to Station Facility Owner or from or to any Relevant Operator in connection with the MCP other than as set out in this Agreement or in Part 3 of the Station Code.

3.2 The rights and liabilities set out in this Agreement shall be without prejudice to the rights and liabilities set out in the [APA,] [Property Agreement] or in any other agreement relating to the implementation of the works or the acquisition of rights over or in respect of the Station made between the Proposer and Station Facility Owner to the extent that the rights and liabilities set out in the [APA,] [the Property Agreement] or in any other agreement relating to the implementation of the works or the acquisition of rights over or in respect of the Station do not conflict with the rights and liabilities set out in this Agreement or in Part 3 of the Station Code.

4. **CO-OPERATION**

4.1 The parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights as set out in this Agreement.

5. **FINANCIAL UNDERTAKING**

5.1 When undertaking the implementation of the MCP, the Proposer shall use its reasonable endeavours not to prevent, hinder, obstruct, delay or interfere with the MCC's Business except insofar as it cannot reasonably be avoided or, acting reasonably, it is nevertheless necessary to do so in order to implement the MCP (the **"Required Interference"**).

5.2 MCC Costs arising by reason of a material adverse impact upon the MCC's Business from the Required Interference, or any MCC Costs arising by reason of the impact upon the MCC's Business from the MCP following completion, shall be compensated to the MCC in accordance with clauses 6, 8, 9 or 10, as applicable.

5.3 The Proposer of the MCP shall pay emerging costs in accordance with clauses 8, 9 and 10, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum in accordance with clause 6.

5.4 To the extent that the net costs of operating the Station are increased as a result of the implementation and completion of the MCP, the Proposer shall compensate the MCC for any increased Qualifying Expenditure (as defined in the Station Code) that the MCC is to be charged under the Station Access Agreement either by reducing the relevant Qualifying Expenditure payable pursuant to the Station Access Agreement or alternatively the Proposer may make a separate payment or payments to the MCC of a sum equivalent to the increase in Qualifying Expenditure, whichever is appropriate.

5.5 For the avoidance of doubt, the costs and payments for procuring the works and services in order to carry out the works or activities referred to in the MCP will be paid in accordance with the MCP.

6. **PAYMENT OF COMPENSATION BY WAY OF A FIXED SUM**

6.1 If the MCC desires to recover compensation by way of a Fixed Sum, it shall within a reasonable period after the date of this Agreement serve notice on the Proposer identifying the fixed amount of compensation it will accept (the **"Fixed Sum"**) in full and final settlement of all MCC Costs.

6.2 Within 40 Business Days following the receipt of any such notice the Proposer shall serve notice on the MCC indicating whether it accepts or rejects such offer and if it fails to serve any such notice it shall be deemed to have rejected such offer.

6.3 If the Proposer in its discretion accepts the MCC's offer (both the form of payment and the amount) in relation to a Fixed Sum, the Proposer shall, subject to clause 6.4, pay the Fixed Sum to the MCC within 20 Business Days from the date of any agreement under clause 6.2 and from the date of such agreement the provisions of clauses 8, 9 and 10 shall cease to apply.

6.4 At the request of the Proposer and in circumstances where it would be reasonable to do so having regard to the cashflow implications on the Proposer's and the MCC's respective Businesses, the Proposer shall be entitled to pay the Fixed Sum by instalments of such sums and at such intervals as the Proposer and the MCC may agree (on the assumption that, wherever possible, the MCC should be entitled to receive instalments as and when costs are incurred by it) but in default of agreement over the circumstances in which it would be reasonable to pay by instalments, or over the amount or frequency of such instalments, the same may be referred by either party to dispute resolution under clause 16.

7. NOTICE OF A REQUIRED INTERFERENCE

7.1 Where the Proposer is able to reasonably anticipate that the implementation of the MCP or a phase of the MCP will result in Required Interference then the Proposer shall so far as reasonably possible provide 40 Business Days' written notice to the MCC of the relevant Required Interference together with:

(A) a description of the relevant Required Interference and those parts of the MCC's Business that the Proposer considers are likely to be materially affected by it; and

(B) such supporting information as is available to the Proposer at that time and which will be reasonably required by the MCC for the purpose of complying with its obligations under clause 8.3 (save that such supporting information does not need to be provided where compensation for MCC Costs is being paid by way of a Fixed Sum under clause 6).

The Proposer shall be permitted to serve further notice(s) together with appropriate supporting information in relation to the relevant Required Interference if and whenever the Proposer reasonably believes there is a change that will impact upon the level of relevant Required Interference and the adverse effect caused to the MCC's Business arising from implementation of the relevant phase of the MCP (the original notice and any such further notice shall each be a **"Required Interference Proposal"**).

8. ANTICIPATED MCC COSTS OF REQUIRED INTERFERENCE

8.1 This clause 8 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum.

8.2 Following receipt of any Required Interference Proposal and any supporting information given pursuant to clause 7.1, the MCC shall within 15 Business Days or within such longer period as the MCC may propose to be reasonably practicable and to which the Proposer may consent (such consent not to be unreasonably withheld or delayed) respond to the Proposer with the information required under clause 8.3 to a degree of completeness and certainty consistent with the level of detail provided at that time by the Proposer, and state clearly any assumptions made in providing that response. Any failure to agree the period for response shall be referred for resolution in accordance with clause 16.

8.3 The MCC's response to the Proposer under clause 8.2 shall:

(A) confirm whether or not MCC Costs will be directly attributable to the relevant Required Interference Proposal and if so provide the Proposer with reasonable information in support thereof;

(B) state the estimated amount of any MCC Costs directly attributable to the relevant Required Interference Proposal and provide the Proposer with reasonable information in support thereof;

(C) make any proposal for a mechanism for determining the MCC Costs (or any adjustment thereto) in relation to the relevant Required Interference Proposal;

(D) make any proposals for reaching agreement in relation to the terms on which any MCC Costs are to be compensated; and

(E) make any proposals for satisfying the mitigation obligation under clause 13 and estimate the costs of performing such obligation.

8.4 The Proposer shall be entitled

(A) to undertake the relevant Required Interference after service of any Required Interference Proposal under clause 7.1 regardless of whether or not the MCC has provided the response under clause 8.3; and/or

(B) to submit a Savings Suggestion as outlined at clause 13; and/or

(C) either to agree the MCC response in relation to the level and manner of MCC Costs payable in the response issued pursuant to clause 8.3 or refer the MCC response and its contents to dispute resolution in accordance with clause 16.

8.5 For the avoidance of doubt, the Proposer shall be entitled to undertake the implementation of the MCP and phases of the same without having identified any Required Interference or having served notices in accordance with clause 7.1 but shall make payment of MCC Costs in accordance with clause 10.

9. **<u>UNPLANNED MATERIAL INTERFERENCE WITH THE MCC'S BUSINESS</u>**

9.1 This clause 9 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum, and it applies where as a consequence of the implementation of the MCP there is:

(A) unanticipated or unplanned interference that results in a prevention, hindrance, obstruction, delay or interference with the MCC's Business; and/or

(B) some Required Interference that has not (for any reason) been the subject of a Required Interference Proposal given by the Proposer in accordance with clause 7.1 above

(each of which circumstances are referred to below as an **"Unplanned Interference"**).

9.2 After an Unplanned Interference event, the MCC shall within 30 Business Days or such longer period as the MCC may propose as being reasonably practicable and to which the Proposer may consent (such consent not to be unreasonably withheld or delayed) provide to the Proposer a notice that shall:

(A) describe the Unplanned Interference to a degree of completeness and certainty as shall be reasonably sufficient to allow the Proposer to investigate the same, including but not limited to the date, time and location of the same and stating clearly any assumptions made in providing that notice. Any failure to agree the period for such notice shall be referred for resolution pursuant to the dispute resolution in accordance with clause 16;

(B) confirm the extent to which the MCC Costs have or will arise in relation to the relevant Unplanned Interference and provide the Proposer with reasonable information in support thereof;

(C) make any proposal for a mechanism for determining the MCC Costs (or any adjustment thereto) as a result of the relevant Unplanned Interference; and

(D) provide details of any actions or steps the MCC has taken to satisfy the mitigation obligation under clause 13 and estimate the costs of performing such obligations.

9.3 The Proposer shall be entitled either to agree the MCC notice provided in accordance with clause 9.2 in relation to the level and manner of the MCC Costs payable in relation to the Unplanned Interference or refer the same to dispute resolution under clause 16.

10. PAYMENT OF MCC COSTS

10.1 This clause 10 shall apply, unless the parties agree to compensation of MCC Costs by way of a Fixed Sum.

10.2 The Proposer shall pay any MCC Costs within 20 Business Days of agreement or determination (whether under clause 8.4 or 9.3 in relation to MCC Costs arising from the Required Interference or the Unplanned Interference, or under clause 16 in relation to other MCC Costs) of the level and manner of payment of the MCC Costs (or the relevant instalment of them).

10.3 At the request of the MCC and in circumstances where it would be reasonable to do so having regard to the cashflow implications on the MCC's Business, the Proposer shall make payments on account of the MCC Costs payable under clause 10.2 on a without prejudice basis of such sums and at such intervals as the Proposer and the MCC may agree but in default of agreement over the circumstances in which it would be reasonable to make payments on account, or over the amount or frequency of such payments, the same may be referred by either party to dispute resolution under clause 16.

11. REPAYMENT OF OVERPAID MCC COSTS

11.1 As soon as practicable after the total amount of MCC Costs (the "Final MCC Costs") is agreed or determined pursuant to this Agreement the Proposer shall calculate the total of any instalments of MCC Costs and/or of any MCC Costs paid on account (the "Total MCC Costs Paid") and if the Total MCC Costs Paid exceeds the Final MCC Costs then the Proposer shall serve notice on the MCC of the overpaid amount (the "Overpaid MCC Costs").

11.2 The MCC shall be entitled to agree the Overpaid MCC Costs specified in the Proposer's notice, or either party may refer the same to dispute resolution under clause 16.

11.3 The MCC shall repay to the Proposer any Overpaid MCC Costs within 20 Business Days of agreement or determination of the amount of such costs under clauses 11.1 and 11.2. If any Overpaid MCC Costs are still outstanding on the day after the date falling 20 Business Days after the notice in clause 11.1 (the **"Interest Commencement Date"**), interest on such outstanding amounts shall accrue at the average of the base lending rates published from time to time by The Royal Bank of Scotland plc during any relevant period, from the Interest Commencement Date until the date of actual repayment.

11.4 Where compensation of MCC Costs is being paid by way of a Fixed Sum, this clause 11 shall only apply where the MCP is only partially implemented or is withdrawn following commencement of implementation.

12. FAILURE TO IMPLEMENT MCP

12.1 Where a MCP is only partially implemented or is withdrawn following commencement of implementation then the Proposer shall notify the MCC of its intention to discontinue the MCP and its calculation of the amount of MCC Costs consistent with the maximum total amount as specified in the Relevant Undertaking attributable to the partially implemented MCP (the "Partial MCC Costs Amount") (which amount shall not include the loss of benefit (if any) which would or may have resulted from a full implementation of the MCP although to avoid doubt it shall take account of and net off against such costs the benefit (if any) of such partially implemented MCP).

12.2 The MCC shall be entitled to agree the Partial MCC Costs Amount specified in the Proposer's notice, or either party may refer the same to dispute resolution under clause 16.

12.3 The Proposer shall pay any Partial MCC Costs Amount (to the extent not already paid under the provisions of this Agreement) within 20 Business Days of agreement or determination under clause 12.2 of the level of the Partial MCC Costs Amount.

12.4 If the total amount paid of any instalments of MCC Costs and/or of any MCC Costs paid on account [or of any Fixed Sum or of any instalments of the Fixed Sum] at the date of the Proposer's notice given under clause 12.1 exceeds the Partial MCC Costs Amount then the provisions of clause 11 shall apply mutatis mutandis to any such overpaid amount.

13. MITIGATION OF ADVERSE IMPACT OF IMPLEMENTATION

13.1 The MCC is required to take all reasonable steps which are within its power and which are not prohibited by or in breach of any existing Legal Requirement to reduce the extent of the MCC Costs resulting from the implementation of the MCP by the Proposer and without prejudice thereto (without being obliged to incur additional expenditure or loss of revenue unless these are compensated for by the Proposer) take all reasonable steps to mitigate and minimise any adverse impact on the MCC's Business of the implementation of the MCP and to conduct its business in such manner as responds efficiently to the occurrence of any Required Interference and/or Unplanned Interference.

13.2 The Proposer may submit suggestions (each of which is a **"Savings Suggestion"**) to the MCC identifying potential opportunities for making savings in MCC Costs arising from the implementation of the MCP and if the MCC at its discretion accepts the Savings Suggestion then the MCC shall implement the same.

13.3 If the MCC accepts and implements the Savings Suggestion then the Proposer shall pay the reasonable and direct losses and expenses of implementation of the Savings Suggestion including loss of profit (but not consequential costs, losses or expenses save for loss of profit) recoverable under this Agreement but the MCC must provide the Proposer with such supporting evidence as it reasonably requires showing the extent of the same.

14. LIMITATIONS ON THE FINANCIAL UNDERTAKING

14.1 The MCC shall not be entitled to claim or be paid under the terms of this Agreement to the extent that the MCC will be or is entitled to payment of a sum or compensation in respect of the works or activities in the MCP or other associated work under the terms of:

(A) any Track Access Agreement with [Station Facility Owner] [the MCC]; and/or

(B) any Network Change under Conditions G and H of the Network Code; and/or

(C) the Station Access Agreement relating to the Station; and/or

(D) any lease from [Station Facility Owner] [the MCC] of premises at the Station; and /or

(E) [the APA; and/or]

(F) [the Property Agreement; and/or]

(G) any other agreement with the Proposer or a third party,

in respect of the same MCC Costs provided always that if only part of an amount payable under this Agreement has been recovered or can be recovered by the MCC under such other agreement, then the remainder of the MCC Costs payable under this Agreement will remain payable to the MCC by the Proposer pursuant to this Agreement.

14.2 The Proposer shall have no liability under this Agreement in respect of:

(A) MCC Costs arising after a period of five years from the date the Station asset(s) identified in the MCP become operational;

(B) MCC Costs not notified in writing to the Proposer with appropriate supporting information in accordance with the requirements of this Agreement;

(C) matters that result from Repair, Maintenance and/or renewals activity and works that fall within Part 4 or Part 13 of the Station Code where such activity and works would have been undertaken in any event in accordance with the Station Code regardless of whether such works and activities were contemplated by the MCP;

(D) works and activities that are outside of the Station Change process contained in the Station Code and/or outside of the MCP[; or]

(E) [works and activities that the MCC is required to undertake by virtue of the provisions of its concession agreement (if any)].

14.3 Notwithstanding the provisions of clause 14.2(A), in circumstances where the implementation of the MCP straddles more than one [Control Period] [concession agreement] and the MCC costs have not been taken into account by [GBR] in the calculations relating to any subsequent [concession agreement] [Control Period] after the one in which the MCP is made, then the Proposer shall continue to pay the MCC Costs arising during the remainder of the time period set out in clause 14.2(A) to the extent such costs have not been taken into account.

15. **ALTERNATIVE ACCOMMODATION**

15.1 The Proposer undertakes not to carry out any works to any Core Facility or any Station Facility agreed or determined under clause 15.2 (the **"Additional Accommodation"**) used by the MCC at the Station which would result in the MCC being unable to use such Core Facility or Additional Accommodation until such time as:

(A) alternative accommodation replacing the relevant Core Facility or Additional Accommodation reasonably adequate for the MCC's Business having regard to the functionality of its previous accommodation; and

(B) arrangements for and timing of the relocation to the alternative accommodation

have been approved by the MCC, such approval not to be unreasonably withheld or delayed; and

(C) the effective date of termination of the use of the relevant Core Facility or Additional Accommodation accords with the approved relocation arrangements.

15.2 If the MCC identifies any Station Facility:

(A) which is affected by the Proposer's MCP;

(B) that is reasonably necessary for use in connection with its rail business; and

(C) in respect of which the MCC demonstrates with supporting evidence, in such detail as is reasonably necessary and appropriate, that it cannot be adequately compensated for MCC Costs directly attributable to the implementation of the MCP

then it shall inform the Proposer that alternative accommodation needs to be provided. The Proposer shall be entitled either to agree with the MCC that such accommodation needs to be provided or refer the matter to dispute resolution under clause 16.

15.3 For the avoidance of doubt, in considering whether any alternative accommodation is reasonably adequate there shall be no assumption that it shall be a like for like replacement.

15.4 In the event of any dispute under this clause 15 either party may refer the matter for dispute resolution under the terms of clause 16.

16. **DISPUTES**

16.1 Disputes arising out of or in connection with this 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 it believes there is a dispute and that such dispute should be escalated in accordance with this clause, 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 paragraph (A), the dispute shall be escalated within a further 5 Business Days to the parties' appropriate senior managers for resolution;

(C) if the dispute is not resolved pursuant to paragraphs (A) and (B) then the dispute shall be resolved in accordance with Part M of the GBR Code as in force at the relevant time.

16.2 Nothing in clause 16.1 shall prevent either party at any time from referring a dispute arising out of or in connection with this Agreement directly (whether or not the dispute has been escalated in accordance with clause 16.1) for determination in accordance with Part M of the GBR Code as in force at the relevant time.

17. **ASSIGNMENT**

17.1 This Agreement is personal to the parties and neither the Proposer nor the MCC shall assign all or any part of the benefit of or its rights or benefits under this Agreement.

18. **GENERAL**

18.1 This Agreement shall not create or be taken to evidence any partnership, joint venture or agency between the parties. Neither party is hereby authorised to act as agent of the other, without the other party's prior written consent.

18.2 No indulgence granted by either party shall constitute or be construed as a waiver of the other party's strict rights under this Agreement.

18.3 If any provision of this Agreement is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

18.4 This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.

18.5 Each party admits that it has not entered into this Agreement in reliance upon any representation or promise of the other party.

18.6 No variation of any of the terms of this Agreement shall be effective unless it is in writing and signed on behalf of each of the parties.

19. **NOTICES**

19.1 Any notice or other document to be given or served under this Agreement shall be in writing and sent 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 delivered to or sent by first class post or facsimile to the other party to be served at its registered office.

19.2 Any such notice or document shall be deemed to have been served:

(A) If sent by e-mail, at the time it leaves the e-mail gateway of the sender;

(B) if delivered, at the time of delivery;

(C) if sent by facsimile, upon receipt of the appropriate confirmation report; or

(D) if posted by pre-paid first class post, on the second Business Day following that on which the envelope containing the same was posted.

Provided that, for the purposes of clauses 19.2(A), 19.2(B) and 19.2(C) where the notice is delivered or transmitted outside the hours of 9 a.m. to 5 p.m. on a Business Day, or at any time on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next Business Day.

20. **VAT**

20.1 If and to the extent that the fulfilment by either party of an obligation on its part contained or referred to in this Agreement shall constitute or shall at any time be found to constitute a supply of goods or a supply of services for the purposes of the Value Added Tax Act 1994 and/or that VAT is chargeable in respect of any supply made pursuant to this Agreement then the party in receipt of such supply shall pay to the supplier thereof the amount of such VAT payable in connection therewith upon receipt of a valid VAT invoice or invoices giving the requisite details of the taxable supplies.

20.2 Where either party agrees to pay the other an amount of money pursuant to this Agreement such amount shall be regarded as being exclusive of VAT and such agreement shall be construed as requiring the additional payment by the payer to the payee of any VAT properly chargeable in respect of the relevant supply made or to be made by the payee to the payer upon receipt of a valid VAT invoice.

21. **COUNTERPARTS**

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

22. **THIRD PARTIES**

22.1 This Agreement gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of **[ ] LIMITED**

…………………………………………………………………….
(Signature of named signatory)

Signed by

for and on behalf of **[ ] LIMITED**

…………………………………………………………………….
(Signature of named signatory)

ANNEX 16 : TEMPLATE STATION INVESTOR PARTICIPATION DEED

[Retained].

Annex 16

Template Station Investor Participation Deed

Part 1: Template Station Investor Participation Deed (England & Wales)

This DEED is dated ___________________ and is made by

(1) **[STATION INVESTOR]** (the **"Station Investor"**) in favour of

(2) each other person having rights or obligations in relation to the making of Material Changes under the Station Code (the **"Conditions"**) relating to **[insert details of Station]** (the **"Material Change Consultees"**).

WHEREAS:

(A) The Station Investor has made a Material Change Proposal in respect of the Station dated _____________, to which this Deed is attached (the **"Specified Proposal"**);

(B) The Material Change Consultees wish the Station Investor to be bound by the provisions of Part 3 of the Conditions in respect of the Specified Proposal.

NOW THIS DEED WITNESSES:

1 DEFINITIONS

Unless the context requires otherwise, words and phrases defined in Part 1 of the Conditions shall have the same meanings in this Deed.

2 PARTICIPATION

In all matters relating to or arising from the Specified Proposal, the Station Investor shall comply with, and be liable under, the provisions of Part 3 of the Conditions as if it was a User as set out in Part 1 of the Conditions.

3 LIMITATION

The Station Investor shall not acquire under this Deed:

(a) any liability in connection with any other Material Change Proposal; or

(b) except as provided in Clause 4.2, any other liability to any Material Change Consultee in connection with the Specified Proposal.

4 GOVERNING LAW AND DISPUTE RESOLUTION

4.1 Governing law

This Deed shall be governed by and construed in accordance with the laws of England and Wales.

4.2 Dispute resolution

Any dispute which may arise out of, or in connection with, this Deed shall be referred for resolution under the Dispute Resolution Procedure, and for these purposes, the Station Investor shall have the same rights and obligations as any other relevant party under the Dispute Resolution Procedure.

5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

5.1 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

EXECUTED as a DEED by	**)**
[STATION INVESTOR]	**)**
in the presence of:	**)**