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ORR Ref: []

**Paddington (CCOS) Station
STATION ANNEXES**

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THE FOLLOWING ARE THE PADDINGTON (CCOS) STATION ANNEXES:

ANNEX 1: COMMON STATION AMENITIES AND SERVICES

1 Common Station Amenities for all Users

- 1.1 All forecourts, concourses, platforms, subways, overbridges, mezzanine, (if any) and other parts of the Station necessary or expedient to enable access to and egress from the Station and access to, egress from and the use of the amenities listed in paragraphs 1.2 and 1.3 (other than such areas of the concourse (if any) as are described in paragraph 17 of Annex 8 and for the duration(s) therein mentioned) as hatched and referenced against a key on the Plan;
- 1.2 staff amenities (including any mess room facilities) for the non-exclusive use of each User's staff and the staff of its Associates and agents and any person engaged by a User or any of its Associates and its agents;
- 1.3 first aid amenities available for all users of the Station (where set out and to the standard set out in the Railways and Other Guided Transport Systems (Safety) Regulations 2006 relating to the Station);
- 1.4 fire detection, fire alarm, fire prevention and firefighting equipment and sprinkler systems (if any) and all other safety equipment reasonably considered by the Station Facility Owner to be necessary for the safe operation of the Station;
- 1.5 machinery and equipment necessary for the proper use of the amenities set out in paragraphs 1.1 to 1.3 (inclusive) including all lifts and escalators (if any) subject to any restrictions which the Station Facility Owner may reasonably consider appropriate and notify to each User, having regard to the nature or condition of such machinery; and
- 1.6 closed circuit television security system, a reasonable number of telephones connected to Elizabeth line Telephone Network by all Users and their Associates giving access to the railway ETD network for emergency use.

2 Common Station Amenities for Passenger Operators

- 2.1 All forecourts, concourses, platforms, subways, overbridges, mezzanine, (if any) and other parts of the Station necessary or expedient to enable access to, egress from and the use of the amenities listed in paragraphs 2.2 to 2.11 where appropriate (other than such areas of the concourse as are described in paragraph 17 of Annex 8 and for the duration(s) therein mentioned) and the access and egress to and from taxis and bus services and for taxis (as and if applicable) as hatched on the Plans;

- 2.2 fixed timetable departure boards on the concourse and each platform (where appropriate) for use by each Passenger Operator and its Associates to advertise the departure times of its Passenger Services from the Station and boards for the display of statutory and compulsory notices supplied by each User, both with reasonable prominence and equal prominence with the notices of the Station Facility Owner and other Passenger Operators;
- 2.3 a reasonable number of moveable boards for use by each Passenger Operator and its Associates to inform its or their customers of any alteration to train timetables or movements, the Station Services or the Common Station Amenities, which cannot be efficiently communicated by the use of any available electronic passenger information systems;
- 2.4 Directional signing to facilitate railway passenger movement and emergency exit with reasonable prominence;
- 2.5 Electronic Passenger Information Systems, in positions of reasonable prominence located in the ticket hall and on both platforms;
- 2.6 a public address system which is clearly audible through the concourse, mezzanine (if any) and all platforms;
- 2.7 accurate, working public clocks in positions of reasonable prominence; incorporated as part of the Electronic Passenger Information Systems referred to in paragraph 2.5;
- 2.8 a reasonable number of wheelchairs or other suitable transport for customers with impaired mobility and ramps to allow safe wheelchair access to and from trains (with access being level from Train to Platform to street);
- 2.9 a Station Control Point to act as a first point of contact for visitors, customers and contractors;
- 2.10 Staff available for the provision of passenger information whenever trains are operating; and
- 2.11 Passenger Information Help points (PHP) at ticket hall and platform level.

3 Common Station Services for all Users

- 3.1 Cleaning of the Station in accordance with the specification set out in Appendix 1 to this Annex 1;
- 3.2 heating, ventilating and cooling in appropriate areas of the Station to such temperatures as the Station Facility Owner reasonably determines and securing the provision of adequate quantities of hot and cold water suitable for human consumption to the Common Station Amenities;

- 3.3 proper lighting of the Station;
- 3.4 such policing as may be required by Statute and other security measures as the Station Facility Owner reasonably considers are necessary; and
- 3.5 display of notices not otherwise covered by the terms of this Annex 1 which are reasonably requested and provided by a User.

4 Common Station Services for Passenger Operators

- 4.1 Procure the production and display of timetable sheets in “A-Z” format in accordance with the Transport for London Standard;
- 4.2 prompt display of the notices and timetables provided by each Passenger Operator;
- 4.3 prompt display of emergency or temporary timetables and notices of engineering works based on information supplied by Passenger Operators;
- 4.4 the provision of reasonable numbers of competent and appropriately trained staff, wearing uniforms maintained in good condition, including a name badge, to provide reasonable customer services and assistance to each Passenger Operator’s passengers (including any who are disabled) including free customer assistance in relation to boarding and alighting from trains, reasonable mobility assistance, handling of luggage and emergency evacuation. Such staff shall be visible, competent, and aware of all passenger services operated by each Passenger Operator to and from the Station and of each location on the Passenger Operator’s routes at which principal connections are made;
- 4.5 display or announcement of all trains (with visibility and/or audibility which is at least equal to that given to the display or announcement of every Passenger Operator and its Associates), on or through all such Passenger Information Systems as shall be available at the Station, of such up-to-date and comprehensible information relating to the railway passenger services operated by Passenger Operators as the Station Facility Owner is reasonably capable of displaying or announcing and as is available to the Station Facility Owner;
- 4.6 display at the Station of information as to the availability of tickets for travel on all railway passenger services operated by Passenger Operators (with equal prominence) and where they may be purchased;
- 4.7 communication to passengers of such up-to-date running information as is available to the Station Facility Owner and as relates to, or is likely to relate to, or be relevant in relation to, all railway passenger services operated by Passenger Operators;

- 4.8 liaison with the local authority to ensure as far as reasonably practical that access to the Station is signposted from all the main access routes for both motorists and pedestrians, and that all signs are clear and unambiguous;
- 4.9 provision to the relevant Passenger Operator, of details of reception arrangements provided by the Station Facility Owner for disabled customers who have reserved journeys via the disabled persons' reporting system on the Station "help page" of the computer reservation system maintained by the relevant Passenger Operator, and updating of this information as necessary;
- 4.10 assist with the supervision of the arrival/departure of road services substituted for rail services for whatsoever cause and provision of additional customer assistance as may be reasonably practicable;
- 4.11 the provision of poster sites, other than those referred to at paragraph 2.3, on forecourts, concourses, platforms, subways, overbridges and mezzanine (if any), for use by Passenger Operators in proportion to shares of Qualifying Expenditure but so that no Passenger Operator shall be entitled to part only of a poster site and any partial entitlement shall be rounded down (subject to a minimum of one poster site for each Passenger Operator);
- 4.12 communications (within three Business Days) to the Passenger Operator concerned of all comments or complaints of customers so as to enable that Passenger Operator to apply its customer comments procedure;
- 4.13 provision of appropriate written messages and announcements whenever there is a failure of the electronic customer information system, supplemented with reasonable endeavours by sufficient customer information staff to provide adequate customer information;
- 4.14 co-ordination and documentation, as soon as possible after the Commencement Date of an emergency response plan in consultation with all Passenger Operators to respond to any major passenger train running incident in the vicinity of the Station, in which customers or staff are believed to have been killed or injured;
- 4.15 provision of arrangements promptly to follow up reports of lost property;
- 4.16 provision of a briefing system for Station staff, which all staff working on the Station regularly attend and which includes;
- (a) briefing on the requirements of this Annex 1;
 - (b) prompt circulation to staff of each Passenger Operator's staff newsletter or other briefing material supplied by Passenger Operators; and

- (c) opportunity for personal briefing, on up to four occasions per year, by each Passenger Operator who shall, on request, be invited to join Station Facility Owner briefing meetings for this purpose; and

4.17 provision of the following, or copies thereof, for inspection by each Passenger Operator upon reasonable notice:

- (a) the safety policy for the Station;
- (b) relevant information from the Nominated Operator's Safety Management System;
- (c) the Station evacuation arrangements;
- (d) access to records of all staff and public accidents at the Station and to accident investigation reports;
- (e) three-monthly health and safety planned inspection reports of the Station; and
- (f) self/external safety audit reports of the Station.

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:

24 hours per day, 365 days per year

and to the public for the following hours:

Monday to Saturday – 05:33 to 00:37
Sundays – 07:17 to 23:49
Except Christmas Day

6 Station

Station name: Paddington (CCOS) Station

Address/location: Eastbourne Terrace, London, W2 6LG

County/London Borough: City of Westminster

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.

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

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

7 Default Interest Rate

7.1 2 per cent above the base lending rates published from time to time by The Royal Bank of Scotland plc during any relevant period.

8 Core Facilities

8.1 Those offices and storage spaces shown as “Core Facilities” or “Core” on the Plans which are necessary for use by a User in order to facilitate the safe and/or efficient operation of trains to and from the Station by the relevant User;

8.2 the staff mess rooms, locker rooms and staff toilet (if any) used by employees of a User.

9 Location of Station Register

9.1 63 St Mary Axe, London, EC3A 8NH

10 Station Facilities

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

10.1 platforms;

10.2 forecourts, concourses, subways, footbridges and mezzanine (if any);

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

10.4 ticket, booking and passenger information systems (and/or offices);

- 10.5 public toilets;
- 10.6 waiting rooms;
- 10.7 messroom, locker rooms and staff toilets for use by Users and their Associates' staff;
- 10.8 canopies and roofs;
- 10.9 electronic passenger information systems;
- 10.10 lifts and escalators;
- 10.11 services;
- 10.12 public telephones;
- 10.13 public address system;
- 10.14 public clocks;
- 10.15 seating;
- 10.16 staffed information point; and
- 10.17 closed circuit television (CCTV).

APPENDIX 1 TO ANNEX 1

Specification for Common Services

Daily Light Cleaning

Frequency: Twice daily before Morning Peak and between 13:00 and start of Evening Peak at the Station as detailed below:

- Public areas:
 - sweep and mop all public areas including waiting areas;
 - damp wipe all seats and handrails;
 - wipe away any marks on platform screen doors (if any);
 - remove all chewing gum, animal faeces, fly posters (any item not authorised by Station Facility Owner) and fly stickers (including glue); and
 - pick litter, leaves and loose vegetation and empty bins from all areas, including outside areas within three metres of the Station boundary (as shown in the Plan).

Periodic Heavy Cleaning and Premises Management activities

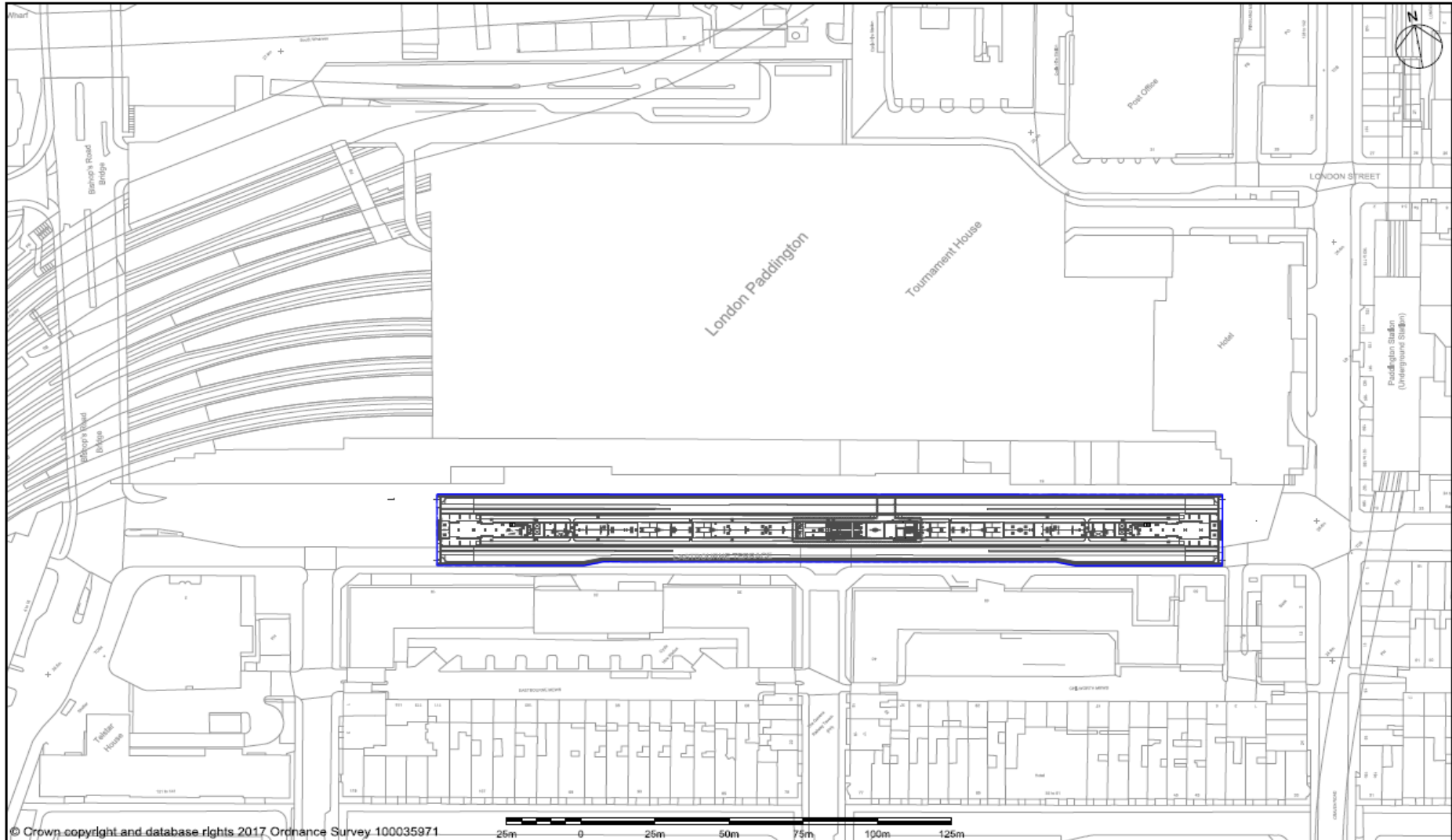
Frequency: Once in every 28 days

- machine scrub all floors including forecourts and passages;
- wash all windows and paintwork (that can be reached without specialist cleaning equipment or access arrangements);
- clean all displays, including customer information screens, ESUBs and poster boards;
- clean CCTV cameras and DOO CCTV cameras;
- clean TVMs;
- cut back all overhanging vegetation surrounding the Station buildings, including platforms, signage and equipment; and
- remove litter recently exposed from the removal of vegetation.

APPENDIX 2 TO ANNEX 1

The Plan numbers attached.

- CRL1-XRL-T2-DDA-CRG03_7-10001 – (Elizabeth line Passage Level -6)
- CRL1-XRL-T2-DDA-CRG03_6-10001 – (Sub Platform Level -5)
- CRL1-XRL-T2-DDA-CRG03_5-10001 – (Platform Level -4)
- CRL1-XRL-T2-DDA-CRG03_4-10001 – (Concourse Level -3)
- CRL1-XRL-T2-DDA-CRG03_3-10001 – (Intermediate Level -2)
- CRL1-XRL-T2-DDA-CRG03_2-10001 – (Departure Road Level -1)
- CRL1-XRL-T2-DDA-CRG03_1-10001 – (Stationwide Level 0)
- CRL1-XRL-T2-DDA-CRG03_A-10001 – (Mezzanine Level 0.5)



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P01.1	27/09/2018	First Issue	ET	-	-	-

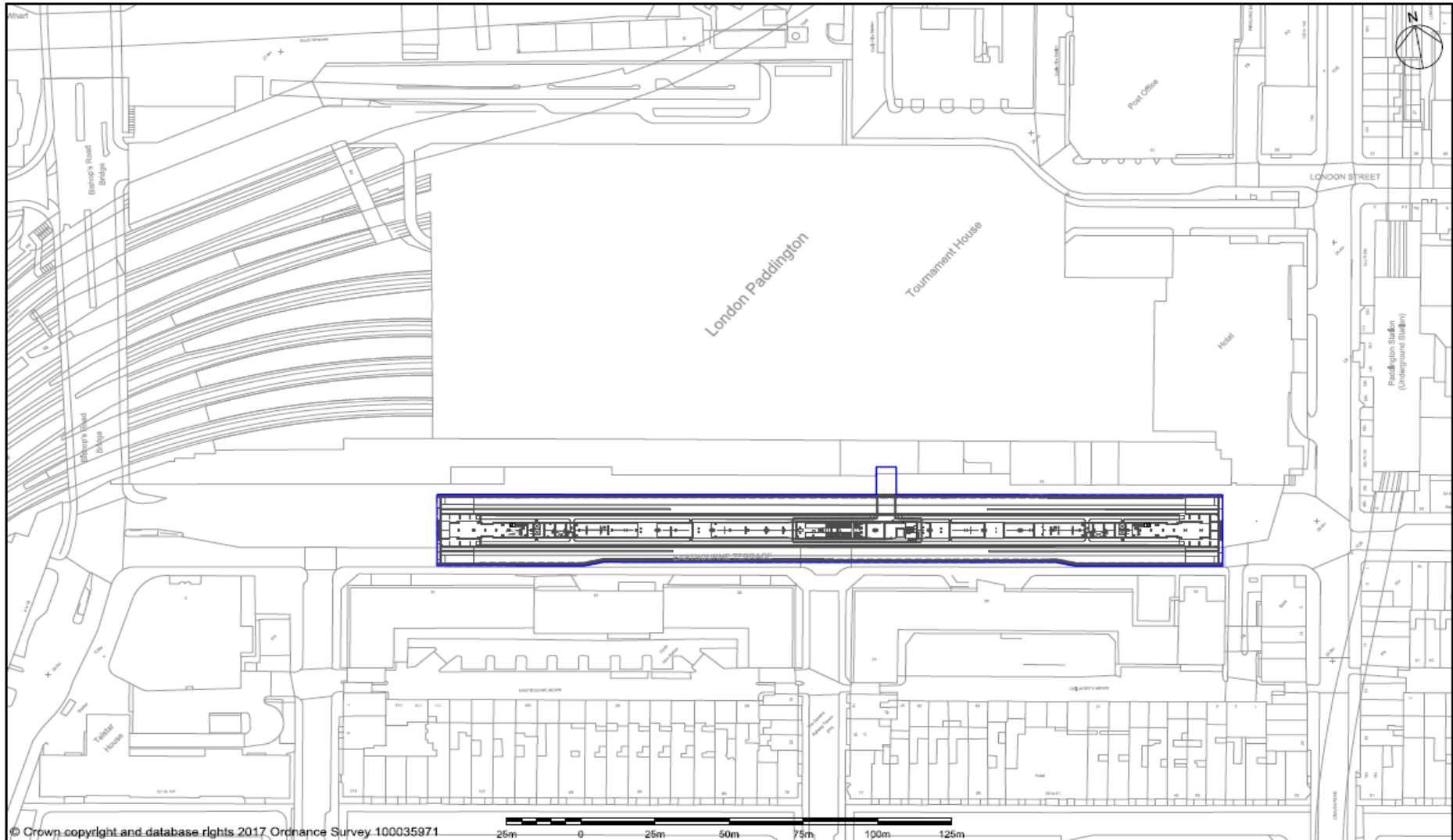
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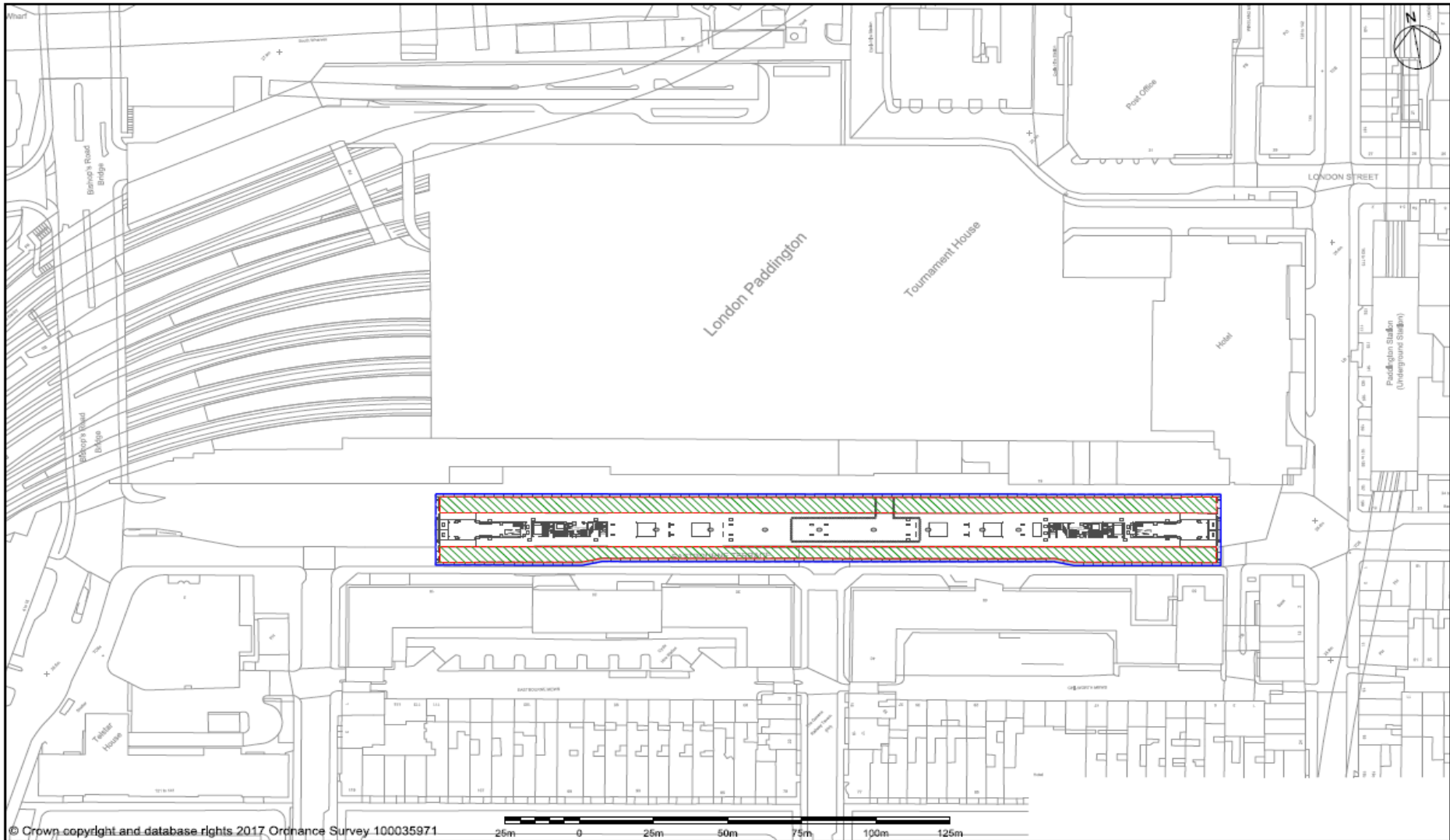

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 London
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Contract : Crossrail Line 1 Programme
Originator : Crossrail Ltd
Location : Central Sections General
Title : Crossrail Lease Boundaries Paddington Station - Crossrail Passage Level Level -6
Scale : 1:1250 @ A3
Dwg No : CRL1-XRL-T2-DDA-CRG03_7-10001

By : E.TSUI1
CHK : —
App : —
Auth : —
Rev : P01.1
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P01.1	27/09/2018	First Issue	ET	-	-	Title : Crossrail Lease Boundaries Paddington Station - Sub Platform Level Level -5		Drg No : CRL1-XRL-T2-DDA-CRG03_6-10001 Rev : P01.1 Sub : 50		Auth : —	
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Contract : Crossrail Line 1 Programme

Originator : Crossrail Ltd

Location : Central Sections General

Title : Crossrail Lease Boundaries
 Paddington Station - Platform Level
 Level -4

By : E.TSUI1

Chk : —

App : —

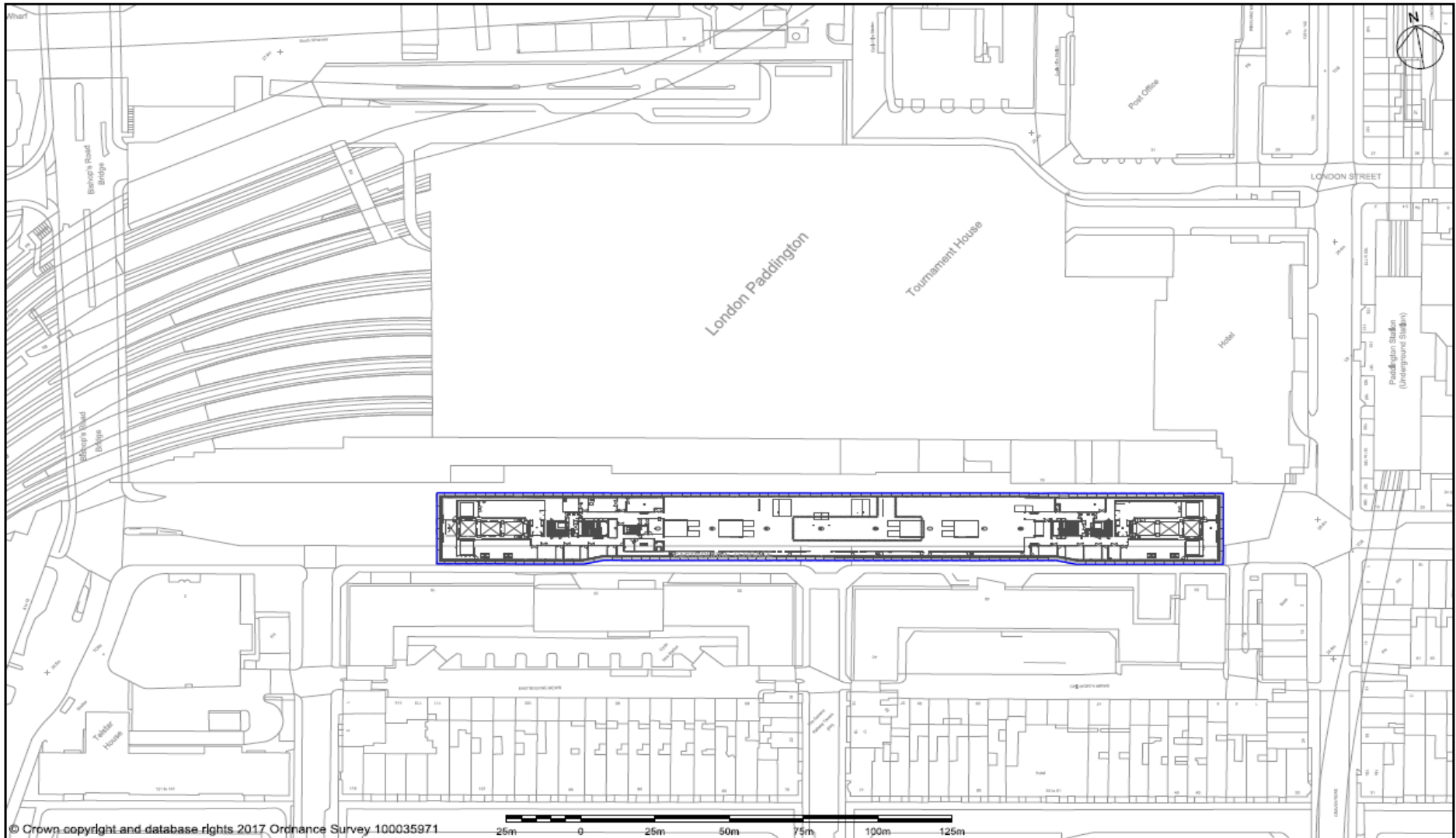
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P01.1	27/09/2018	Final Issue	ET	-	-	-

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Drg No : CRL1-XRL-T2-DDA-CRG03_5-10001

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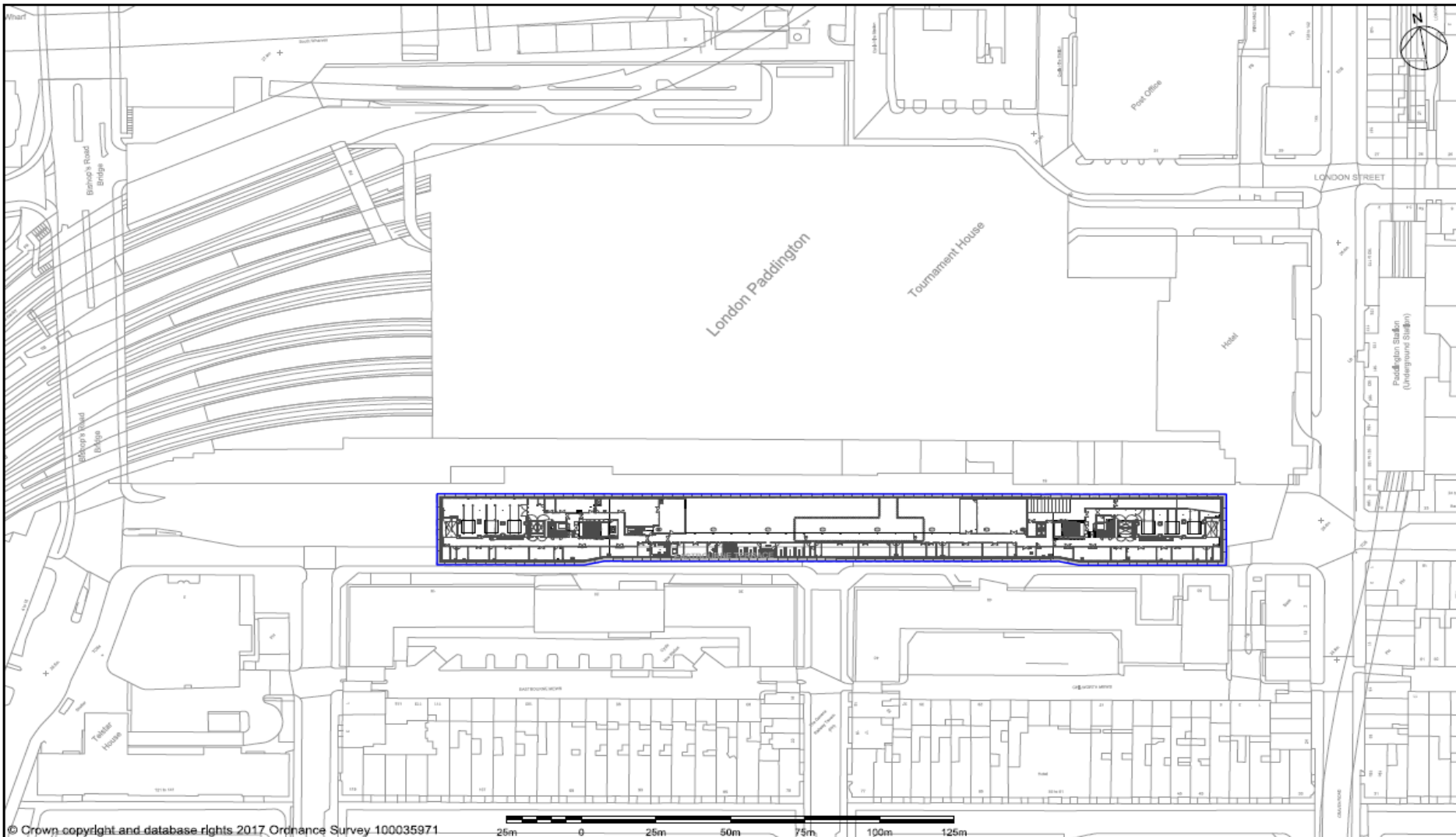
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Contract :	Crossrail Line 1 Programme
Originator :	Crossrail Ltd
Location :	Central Sections General
Title :	Crossrail Lease Boundaries Paddington Station - Concourse Level Level -3
Scale :	1:1250 @ A3
Dwg No :	CRL1-XRL-T2-DDA-CRG03_4-10001

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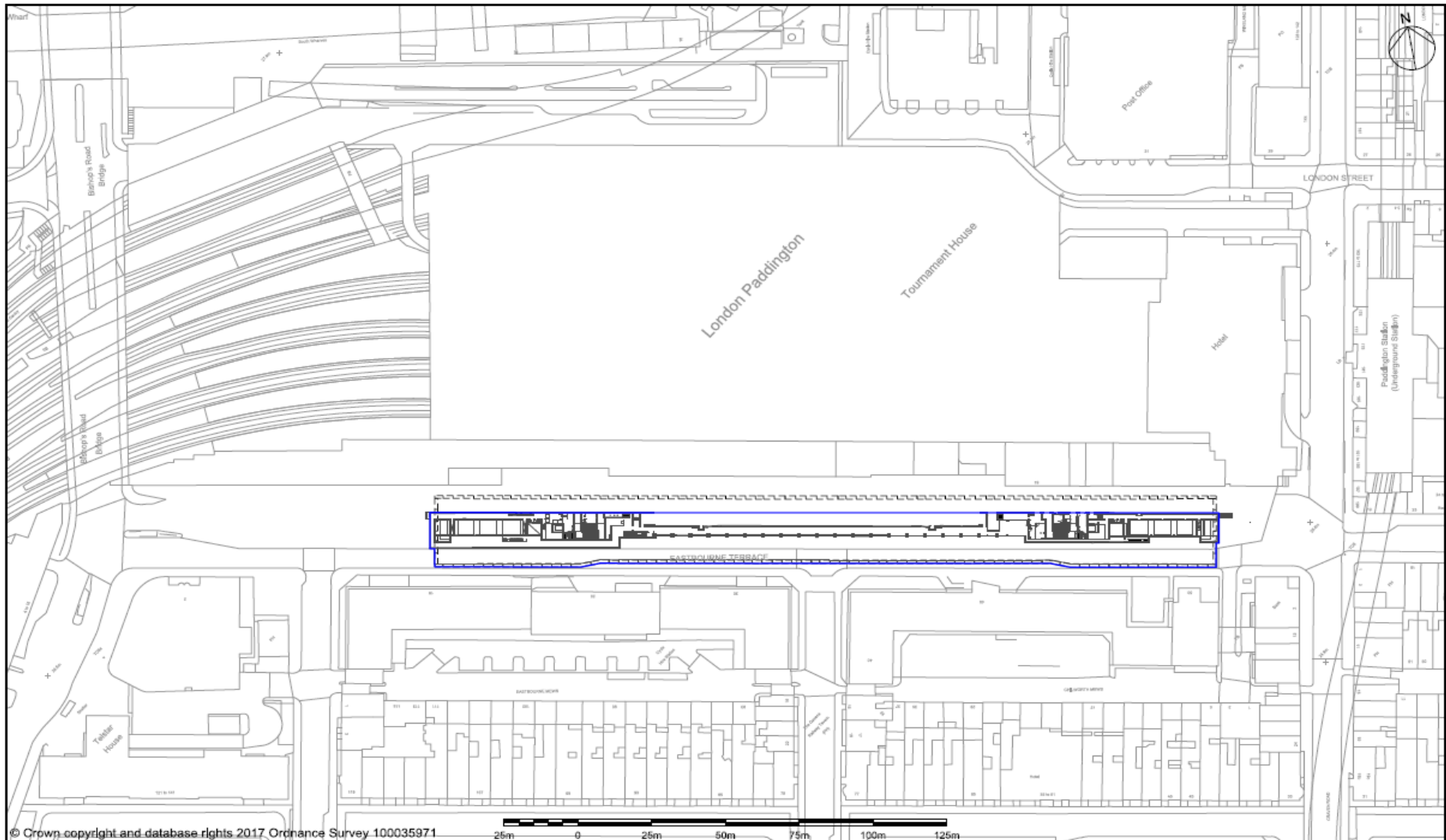
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Contract : Crossrail Line 1 Programme
 Originator : Crossrail Ltd
 Location : Central Sections General
 Title : Crossrail Lease Boundaries
 Paddington Station - Intermediate Level
 Level-2
 Scale : 1:1250 @ A3
 Org No : CRL1-XRL-T2-DDA-CRG03_3-10001
 Rev : P01.1
 Sub : S0

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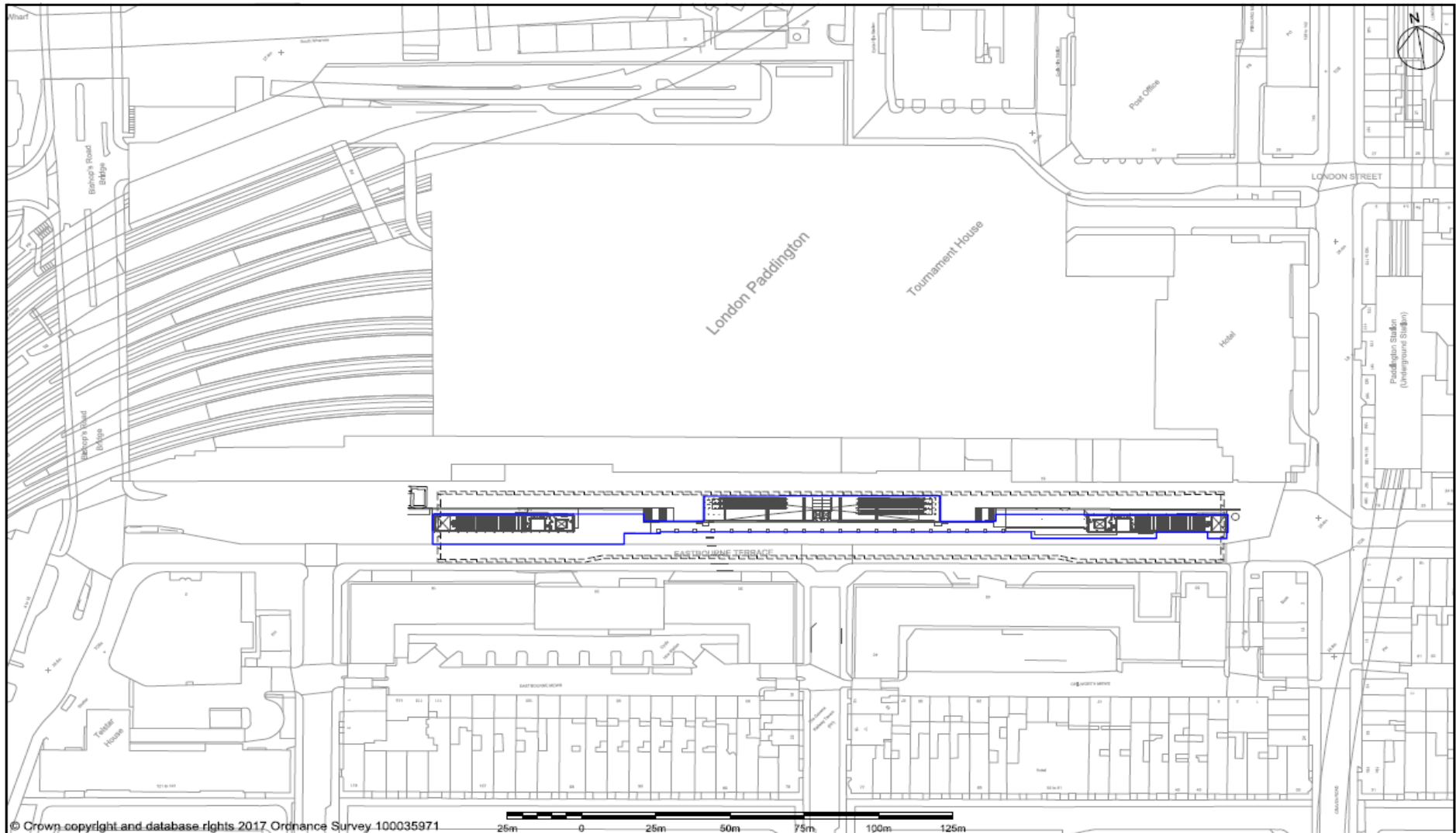
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Contract:	Crossrail Line 1 Programme
Originator:	Crossrail Ltd
Location:	Central Sections General
Title:	Crossrail Lease Boundaries Paddington Station - Departure Road Level Level -1
Scale:	1:1250 @ A3
Dwg No.:	CRL1-XRL-T2-DDA-CRG03_2-10001
Rev:	P01,1
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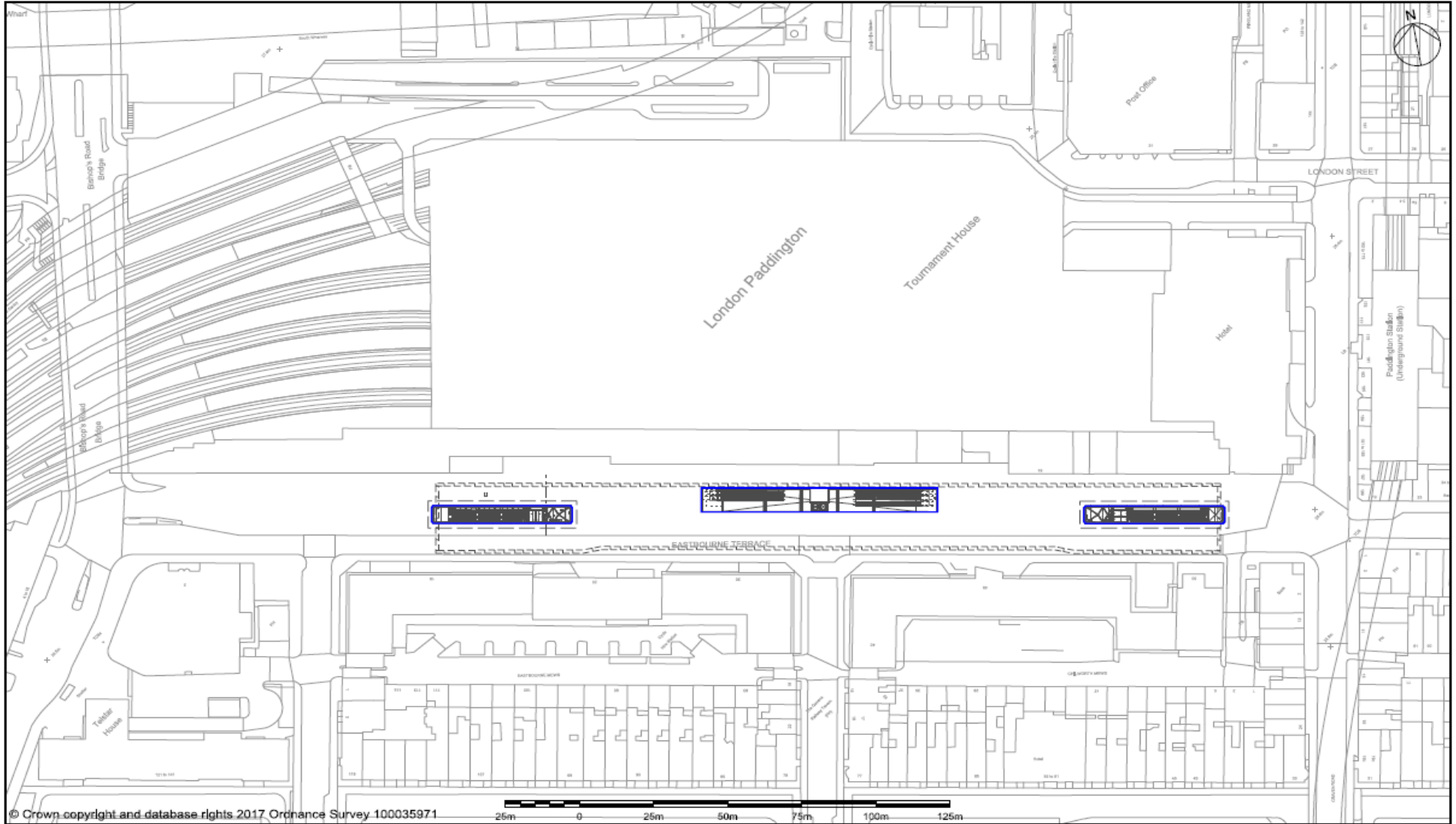
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Contract :	Crossrail Line 1 Programme
Originator :	Crossrail Ltd
Location :	Central Sections General
Title :	Crossrail Lease Boundaries Paddington Station - Mezzanine Level Level +0.5
Dwg No. :	CRL1-XRL-T2-DDA-CRG03_A-10001

By :	ETSU1
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Scale :	1:1250 @ A3
Rev :	P01,1
Sub :	S0

APPENDIX 3 TO ANNEX 1

Statement of Condition

Item	Condition				Item	Condition			
	P	F	G	X		P	F	G	X
1. External Façade			x		16. Water Services			x	
2. Roofs & Roof Drainage			x		17. Gas Services and Appliances				x
3. Canopies			x		18. Heating Circuits			x	
4. Chimneys [(flue dilution) <i>if applicable</i>]				x	19. Air Conditioning			x	
5. Substructure			x		20. Main Switchgear			x	
6. Superstructure			x		21. Electric Circuits/Devices			x	
7. Retaining Walls			x		22. Lighting Internal			x	
8. External Decoration			x		23. Security and Fire Alarm Systems			x	
9. Internal Decoration			x		24. Driver Only Operated Systems			x	
10. Windows, Doors & Internal Joinery			x		25. Toilets and Plumbing			x	
11. Internal Walls			x		26. Drainage			x	
12. Floors			x		27. Platforms			x	
13. Ceilings			x		28. Lighting Platform/External			x	
14. Staircases			x		29. Car Parks, Roads and External Works				x
15. Lifts and Escalators			x		30. Footbridges			x	

Item	Condition					Condition			
	P	F	G	X		P	F	G	X
31. Underpasses and Subways				X					
32. Boundary Fences/Walls			X						
33. Landscaping			X						
34. Shelter and Cycle Racks			X						
35. Vent Systems			X						
36. Train Tanking				X					
37. Emergency Lighting			X						
38. Barrier Roof			X						
39. Main entrance doors			X						
40. Tenant lift				X					
41. Gates & Barriers			X						
42. Water meters			X						
43. Generators			X						
44. CCTV			X						
45. Barrier Gates/Doors			X						
46. Ticket machines			X						
47. Others (<i>to be specified</i>)									

Note: Condition Codes:

P – Poor – Serviceable but with considerable deterioration or weathering from the installed condition.

F – Fair – Serviceable but with some deterioration or weathering from the installed condition.

G – Good – Generally sound condition as originally installed.

X – Item not present.

APPENDIX 4 TO ANNEX 1

Paddington (CCOS) Station - EQUIPMENT INVENTORY

ALLOCATION OF COST

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(1)	Traction supply equipment (includes OHLE structures and/or feeder cables to conductor rails, but not the rails)	YES	N/A	NO	NO
(2)	Signalling equipment (includes gantries cables and other apparatus)	YES	N/A	NO	NO
(3)	Water and Electricity Utility supply equipment and transmission media	YES	N/A	NO	NO
(4)	Sub-stations Meter Rooms and Main Switch Gear Housing	YES	N/A	NO	NO
(5)	Electric Heater/HVAC	YES	N/A	YES	NO
(6)	Station Facility Owner's Temporary Buildings	NO	N/A	NO	NO
(7)	Sprinkler	NO	N/A	NO	NO

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(8)	Security Installations (including CCTV) and Fire Alarm Systems	YES	N/A	NO	NO
(9)	Air Conditioning Plant and Equipment	YES	N/A	NO	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:		N/A		
(A)	public address systems	YES		NO	NO
	information display systems (including LED, LCD, or flap-type (Solari boards) and monitoring (monitor based systems)	YES		NO	NO
	station clock systems	NO		NO	NO
	closed circuit TV for crowd control	YES		YES	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	YES		NO	NO

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
	any local data/analogue communications devices associated with the Station				
(C)	Circuits connecting retail telecoms systems to remote locations (using intermediate and/or trunk telecoms cabling) or providing connections to other applications (for example, a form of information generator)	YES		NO	NO
(11)	External Lighting including platforms	YES	N/A	NO	NO
(12)	Drainage	YES	N/A	YES	NO
(13)	Gas Installations, fittings and fixed appliances	NO	N/A	NO	NO
(14)	Electrical Installations including fixed appliances	YES	N/A	YES	NO
(15)	Electrical power supply sockets and light fittings	YES	N/A	YES	YES
(16)	Driver Only Operation Equipment	YES	N/A	NO	NO
(17)	Sanitary Installations and fittings where accessible and/or visible	YES	N/A	YES	YES

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
(18)	Sanitary Installations and fittings where not accessible or visible	YES	N/A	YES	YES
(19)	Hot and Cold water and soil waste plumbing installations where accessible and/or visible	YES	N/A	YES	YES
(20)	Hot and cold water and soil waste plumbing installations where not accessible or visible	YES	N/A	YES	YES
(21)	Fixed Seats	YES	N/A	YES	YES
(22)	Fixed and Moveable Fire Appliances	YES	N/A	YES	YES
(23)	Traffic Management System Controlling Vehicular entry to the Station or any Car Park	NO	N/A	NO	NO
(24)	Lift Installations	YES	7	NO	NO
(25)	Escalator Installations	YES	15	NO	NO
(26)	Ticket Gate Line/Platform Barriers	YES	20	NO	NO
(27)	Cycle Racking	NO	N/A	NO	NO
(28)	Customer Service Telephones and	YES	N/A	YES	YES

	<u>Description</u>	<u>Present at Station</u>	<u>Quantity (where applicable)</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
	Equipment (Help Points)				
(29)	Radios	YES	N/A	YES	YES
(30)	Ticket vending machines	YES	8	NO	NO

APPENDIX 5 TO ANNEX 1

Paddington (CCOS) Station – ELEMENTS INVENTORY

ALLOCATION OF COST

	<u>Description</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
A	Substructures (excluding any finishes)		
1.	Foundations	NO	NO
2.	Basements	NO	NO
3.	Basement Tanking/Waterproofing	NO	NO
4.	Arches and Subways	NO	NO
5.	Structural Slabs at Ground Level or below	NO	NO
6.	Damp Proof Membrane at Ground Floor Level and below	NO	NO
7.	Retaining Walls	NO	NO
B	Superstructure		
8.	Damp Proof Course	NO	NO
9.	Frames, Beams & Columns (Excluding Finishes)	NO	NO

	<u>Description</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
10.	Structural Slabs (above Ground Floor Level)	NO	NO
11.	Floors (Excluding Finishes)	NO	NO
12.	External Staircases (Excluding Finishes)	NO	NO
13.	Internal Staircases (Excluding Finishes)	NO	NO
	<u>Roofs (Excluding Canopies)</u>		
14.	Roof Structure	NO	NO
15.	Decking, Coverings & Insulation	NO	NO
16.	Roof Access Ladders, Walkways & Guardrails	NO	NO
17.	Roof Lights (Including Translucent Panels and Openings)	NO	NO
18.	Roof Drainage	YES - Simple Blockages	NO
19.	Parapets	NO	NO
20.	Chimneys Above Roof Level	NO	NO.
21.	Station Roof Glazing	NO	NO.

	<u>Description</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
22.	Tank Rooms and Roof Mounted Plant Above Roof Line	NO	NO.
	<u>Canopies</u>		
23.	Canopies, Supports and Glazing	NO	NO
24.	Roof Access Ladders, Walkways and Handrails	NO	NO
25.	Canopy Drainage	YES - Simple Blockages	NO
	<u>Walls and Cladding</u>		
26.	External and Load Bearing Walls (Excluding Finishes)	NO	NO
27.	External Cladding	NO	NO
28.	Internal Load Bearing Walls (Excluding Finishes)	NO	NO
29.	Internal Non-Load Bearing Walls (Excluding Finishes)	YES	YES
30.	Partitions	YES	YES
31.	Window Frame (Excluding Glass)		
	(A) External	NO	NO
	(B) Internal	YES	YES

	<u>Description</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
32.	(A) External Doors (Except Automatic Doors)	YES	YES
	(B) Automatic Doors	NO	NO
33.	Internal Doors	YES	YES
C	Finishes and Surfaces		
34.	External & Internal Wall Finishes and Coatings including paint.	YES	YES
35.	(A) Permanently Fixed Floor Finishes within Buildings	NO	NO
	(B) Non Permanently Fixed Floor Finishes within Buildings	YES	YES
36.	Terrazzo Finishes (except platforms)	YES	YES
37.	Frames, Beams & Columns	YES	NO
38.	Fire Resistant Coatings/Finishes	YES	YES
39.	(A) External Staircase Permanently Fixed Finishes	NO	NO
	(B) External Staircase Non-Permanently Fixed Finishes	YES	YES

	<u>Description</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
40.	(A) Internal Staircase Permanently Fixed Finishes	NO	NO
	(B) Internal Staircase Non-Permanently Fixed Finishes	YES	YES
41.	Train Shed Roof Finishes	NO	NO
42.	Canopy Finishes	YES	YES
43.	Ceiling Finishes including coatings, painting and suspended ceilings.	YES	YES
44.	Internal Joinery (Skirtings Architraves)	YES	YES
45.	Architectural Glazing	NO	NO
46.	Other Glazing including windows, doors and cleaning	YES	YES
D	Platforms and External Structures		
47.	Platform Structure including supporting and retaining walls	NO	NO
48.	Platform Copers	NO	NO
49.	Platform Wearing Surfaces (except Terrazzo)	NO	NO
50.	Platform Terrazzo Surfaces	N/A	N/A

	Description	Maintenance is Qualifying Expenditure	Repair is Qualifying Expenditure
51.	Footbridges (excluding finishes)	NO	NO
52.	(A) Footbridge and Subway Permanently Fixed Finishes	NO	NO
	(B) Footbridges and Subway Non-Permanently Fixed Finishes	YES	YES
53.	Fixed Ramps	N/A	N/A
54.	Loading Docks	N/A	N/A
55.	(A)Waiting Shelters and Free Standing Shelters (excluding (B) below)	N/A	N/A
	(B) Waiting Shelters and Free Standing Shelters External Coatings and Finishes and Permanently Fixed Floor Finishes	N/A	N/A
56.	Fencing	N/A	N/A
57.	Retaining Walls to Other External Works	N/A	N/A
58.	Retaining Walls relating to Building Substructures	YES	YES
E	Other		
59.	Road, Pavement and Forecourt Surfaces and Substructures	NO	NO
60.	Car Park Surfaces and Substructures	N/A	N/A

	<u>Description</u>	<u>Maintenance is Qualifying Expenditure</u>	<u>Repair is Qualifying Expenditure</u>
61.	Car Park Equipment including Ticket Machines, Signs and Road Markings (if any at Station)	N/A	N/A
62.	Main Drainage Outfall	NO	NO
63.	Other Underground Drainage Installations (Below ground rainwater and foul drainage including, petrol interceptors, cesspits and septic tanks)	N/A	N/A
64.	Nominated Signs	YES	YES
65.	Station Signage	YES	YES
66.	Landscaping and Planting (including permanent planters.)	N/A	N/A
67.	Vegetation on Towers & Structures	YES	YES

APPENDIX 6 TO ANNEX 1

Excluded Equipment

- 1 – Traction Power Equipment
- 2 – Signalling Equipment
- 3 – Platform Screen Doors (other than cleaning of the platform side surface)
- 4 – Tunnel Ventilation Equipment

APPENDIX 7 TO ANNEX 1

1 Railway Superstructure

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

(A) not be Railway Superstructure if it is listed in Column 1 of Table 1; and

(B) be Railway Superstructure if it is listed in Column 2 of Table 1.

Table 1

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

1.2 The Station shall:

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

(B) exclude any part of the Railway Superstructure and the works and airspace above it.

2 Railway Substructure

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

(A) not be Railway Substructure if it is listed in Column 1 of Table

2; and

(B) be part of Railway Substructure if listed in Column 2 of Table 2

Table 2

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

2.2 The Station shall:

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

ANNEX 2: QUALIFYING EXPENDITURE

1 Expenses of Common Station Services and Common Station Amenities

1.1 Subject to paragraph 3, all costs and expenses reasonably payable or incurred by the Station Facility Owner in providing or procuring the provision of the Common Station Amenities or the Common Station Services, or which can be properly attributed to the operation of the Station as a railway station, together with all costs and expenses reasonably payable or incurred in or in procuring or as a direct result of the following:

- (A) compliance with administrative and secretarial and other incidental obligations of the Station Facility Owner in Parts 2, 3 and 9 and Conditions 28, 29, 31, 41 and 72.
- (B) the payment of any existing or future taxes, rates, charges, duties, assessments, impositions and other outgoings paid or payable by the Station Facility Owner in respect of the Station excluding:
 - (1) Value Added Tax, except to the extent that such Value Added Tax is not available for credit for the Station Facility Owner, or for any person with which the Station Facility Owner is treated as a member of a group for Value Added Tax purposes, under Sections 25 and 26 of the Value Added Tax Act 1994 and then only to the extent that such Value Added Tax is not recoverable under the Station Access Agreement;
 - (2) tax on the overall net income of the Station Facility Owner;
 - (3) taxes, interest and penalties arising by virtue of the Station Facility Owner's delay or default or failure to make an appropriate claim for relief or make such a claim timorously; and
 - (4) taxes which do not relate to the period of events within the period of the Station Access Agreement;
- (C) the making or defending of any claim, litigation, lien, demand or judgement in respect of the Common Station Services and Common Station Amenities in accordance with these Station Access Conditions;

- (D) the payment of fees and expenses of any professional adviser or valuer reasonably engaged by the Station Facility Owner in connection with any of the provisions of this Annex 2 of these Station Access Conditions;
- (E) the termination of the contracts of employment of Relevant Employees (other than any cost or expense which represents any payment in respect of a claim for unfair or wrongful dismissal or redundancy payments in excess of the Redundancy Liability), where for the purposes of this paragraph 1.1 (E):
- (1) “QX Services” means any work or service the cost or expense of which would be or is Qualifying Expenditure where the contract for the provision of which by another person is entered into by the Station Facility Owner;
 - (2) “QX Services Contract Date” means the date of the relevant contract for the provision of QX Services;
 - (3) “Relevant Employees” means any employees of the Station Facility Owner who were directly wholly or mainly engaged in the provision of the QX Services by the Station Facility Owner and whose contracts of employment are terminated by reason of redundancy by the Station Facility Owner after the Station Facility Owner has used its reasonable endeavours to redeploy them to suitable alternative employment by the giving of the minimum notice legally required to terminate such contracts within 6 months of the Cessation Date;
 - (4) “Redundancy Liability” means such redundancy payments as would have been payable by the Station Facility Owner to Relevant Employees on the basis of its standard (not enhanced) redundancy arrangements in place as the QX Services Contract Date and by applying to the Relevant Employees:
 - (a) a period of service equal to the average period of service; and
 - (b) remuneration equal to the average remuneration(in each case as at the QX Services Contract Date), of all employees of the Station Facility Owner at the Station who were as at the QX Services Contract Date of the same grades as the Relevant Employees as at the QX Services Contract Date; and

- (F) the termination, within one month of the termination of any contract of employment of a Relevant Employee of any contract pursuant to which any agent (other than an employee) of the Station Facility Owner provides any QX Services or part thereof after the Station Facility Owner has used its reasonable endeavours to minimise the costs or expenses of such termination;
- (G) the termination of the contracts of Sub-Contractor Employees (other than any cost or expense which represents (a) any payment in respect of a claim for unfair or wrongful dismissal or redundancy payments in excess of the Redundancy Liability (as defined in sub-paragraph 1.1 (E) of this Annex 2) or (b) the making of any protective award under Section 189 or (c) the ordering of any penalty under Section 193 of the Trade Union and Labour Relations (Consolidation) Act 1992) where such costs and expenses are incurred by the Station Facility Owner in accordance with the terms of a Sub-Contract. For the purposes of this paragraph 1.1 (G):
- (1) “Sub-Contractor Employee” means any employee of a Sub-Contractor who was directly wholly or mainly employed in the provision of Common Station Services supplied by such Sub-Contractor under a Sub-Contract at the time the provision of such Common Station Services by the Sub-Contractor was terminated;
 - (2) “Sub-Contract” means a sub-contract between the Station Facility Owner and any Passenger Operator entered into from time to time whereby the Station Facility Owner has sub-contracted the provision of any Common Station Services to such Passenger Operator; and
 - (3) “Sub-Contractor” means any Passenger Operator with whom the Station Facility Owner has entered into a Sub-Contract;
- (H) insurance in accordance with Condition 26.1, after deducting any commission or discount to or to any person on behalf of the Station Facility Owner for effecting the relevant insurance policy;
- (I) the application of any amount by the Station Facility Owner pursuant to Condition 27.1(A) (subject to the proviso to Condition 27.1) on the occurrence of an Insured Risk; and

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

Provided that where any costs and expenses referred to in this paragraph 1.1 relate to the whole of the Station, only such proportion of them as can be properly be attributed to those parts of the Station which are:

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

shall constitute Qualifying Expenditure; and

- 1.2 such fee in respect of the overheads of the Station Facility Owner and by way of a management fee for operating or procuring the operation of the Station, as shall have been notified to and approved by the ORR from time to time.

2 Calculation of Qualifying Expenditure

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

- (A) any money received from any person other than a User in respect of the use of the Common Station Amenities or the Common Station Services for or in connection with operation of trains by that person, by way of service charge or otherwise;

- (B) any money received from Users (other than Passenger Operators to which Part 6 applies), in respect of the use of the Common Station Amenities or the Common Station Services by way of service charge or otherwise;
- (C) any insurance proceeds received in respect of matters which would otherwise have given rise to expenses for the purposes of calculation of Qualifying Expenditure;
- (D) any money paid to the Station Facility Owner by way of damages to compensate for, or reimbursement of, costs which would otherwise be treated as expenses for the purposes of calculation of Qualifying Expenditure; and
- (E) (subject to any modifications to this sub-paragraph 2.1(E) pursuant to Condition 42), any money received in respect of the use of the Common Station Amenities or Common Station Services from any person having rights of occupation over any part of the Station under a lease or a licence, save where such money is;
 - (1) received by way of rent or licence fee; and
 - (2) paid or received (whether by way of service charge or otherwise) in respect of a lease or licence of any part of the Station which was let or licensed as at the Conditions Efficacy Date.

3 Excluded Costs and Expenses

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

- (A) the costs and expenses of:
 - (1) executing the Existing Works; and
 - (2) carrying out the Repair and Maintenance obligations of the Station Facility Owner under Part 4 save to the extent provided in paragraph 1.1(G) of this Annex 2;
- (B) any amount payable by the Station Facility Owner to any person as a result of the failure of the Station Facility Owner to perform any obligation or of any warranty given by the Station Facility Owner not being true and accurate in all respects;
- (C) costs incurred pursuant to Conditions 27.4, 44.2, 46.3, 69, 70.2, 76.2, 77.3, 78.1, 79.3, 82.1(l), 92.2 and 101.1 and any costs incurred by the Station Facility Owner as the Proposer of a Material Change Proposal made in accordance with Part 3;

(D) costs incurred in providing and maintaining public car parking, left luggage, public toilets, lost property and public telephones (as applicable) save to the extent that they are included in Qualifying Expenditure pursuant to Condition 98.1; and

(E) all costs incurred in relation to works identified in Annex 9.

4 Sample Period

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

For these purposes:

“Passenger Change Dates” means the dates upon which significant changes may be made to a Passenger Timetable, being those dates specified by European Passenger Timetable Conference;

“Passenger Timetable” means any timetable of passenger railway services published or procured to be published to the public by the Station Facility Owner; and

“Week” means a calendar week measured Sunday to Saturday (Inclusive) and not containing a bank or public holiday.

ANNEX 3: COMMON STATION AMENITIES AND COMMON STATION SERVICES WHICH MAY BE CHANGED ONLY BY UNANIMOUS AGREEMENT OF ALL USERS

1. Opening periods as set out in Paragraph 5 of Annex 1.
2. Points of access to and egress from the Station.

ANNEX 4: EXISTING WORKS AND ADJACENT WORKS

Existing works

All snagging and other works required to complete the construction of the Station in accordance with the requirements of the construction contract(s) in relation thereto let by Crossrail Limited.

Adjacent Works

All snagging and other works required to complete the construction of the track and tunnels running up to and through the Station in accordance with the requirements of the construction contract(s) in relation thereto let by Crossrail Limited.

ANNEX 5: EXISTING AGREEMENTS

1. Any lease entered into pursuant to the Agreement for Lease between Transport for London and Crossrail Limited relating to parts of the Elizabeth line dated on or about the Conditions Efficacy Date and any lease entered into pursuant to it.
2. Any lease entered into pursuant to the Agreement for Lease between Crossrail Limited and the Station Facility Owner relating to track and certain stations forming part of the Elizabeth line dated on or about the Conditions Efficacy Date and any lease entered into pursuant to it.
3. Any lease or other interest granted by Network Rail Infrastructure Limited to Transport for London in relation to the Station (or any area over which rights are granted to Users) pursuant to the Crossrail Umbrella Property Agreement dated 5 December 2019 and made between Transport for London and Network Rail Infrastructure Limited.
4. All entries on Title Numbers NGL924171 and NGL 728432.

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

Save where an amenity is closed or is otherwise unavailable in accordance with the Station Access Conditions, a Passenger Operator shall be entitled to an abatement of its Daily Long Term Charge equal to the relevant percentage attributable to the relevant amenity or service in the table below, 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 User shall only be entitled to claim an abatement in the event of total failure of the relevant amenity or service.

	AMENITY/SERVICE	GRACE PERIOD	% OF DAILY LONG TERM CHARGE TO BE ABATED
1.	Total failure of Public Address System (including recorded announcements)	after 48 hours per Station platform	25%
2.	Partial failure of Public Address System (including recorded announcements)	after 48 hours	10%
3.	Total failure of Customer Information System	after 48 hours	25%
4.	Partial failure of Customer Information System	after 48 hours	12.5%
5.	Lifts – Total failure of all	after 12 hours	20%
6.	Escalators – total failure of all	after 12 hours	5%

Note:

No abatement shall be due under this Annex until the unavailability of the relevant Amenity or Service exceeds the grace period specified against such Amenity or Service and no abatement shall be due in respect of such grace period.

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

On each occasion on which the Station is not open during the opening times set out in paragraph 5 of Annex 1, 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 the avoidance of doubt, the Station Call IRC shall not be abated. 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% thereofas 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 to 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.

ANNEX 8: SPECIFIED PROVISIONS

1. Not used.
2. The amount referred to in the definition "Long Term Charge" is £nil per annum.
3. The sum referred to in the definition "Minimum Sum" is £5,000.
4. The percentage referred to in the definition "Requisite Majority" is 80%.
5. The number of days referred to in Condition 33.6 is 28 days.
6. The percentage referred to in Condition 41.5(B) is to be determined by reference to a User's Passenger Operator's Proportion as specified in the table below:-

<u>Passenger Operator's Proportion of Passenger Operator</u>	<u>Percentage alteration Required</u>
25% or less	more than 100%
more than 25% but less than 50%	more than 85%
50% or more	more than 70%

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. The amount referred to in Condition 52.1(D) is £20,000.
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. The number of years referred to in Condition 100.1 is six years.
17. The area(s) of the concourse and the durations referred to in Paragraph 1.1 of Annex 1 are: None.
18. The relevant special conditions referred to in Condition 1.4 are:
 - (A) references in these Station Annexes to Plan(s) are to the plans marked as such in Appendix 2 to Annex 1;
 - (B) display of posters as set out in Paragraph 4.11 of Annex 1 will be offered to the relevant Passenger Operators in proportion to the share of Qualifying Expenditure at no greater than the prevailing market rate;
 - (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;
 - (E) the provisions of Part 6 of the Station Access Conditions shall apply in respect of any Passenger Operator save to the extent varied or disapplied in a Station Access Agreement with that Passenger Operator; and
 - (F)
 - (1) In this special condition
 - (a) "a relevant disposal" means the disposal or the creation of any estate, interest, right or title in or to the Station which, whether or not with the passage of time or the giving of notice, may result in another person becoming the facility owner in respect of the Station but does not include the creation of Security over the Station; and

- (b) “Security” means any mortgage, pledge, lien (other than a lien arising by operation of law), hypothecation, security interest or other charge or encumbrance.
 - (2) The Station Facility Owner shall not make a relevant disposal otherwise than to a person holding a station licence in respect of the Station who prior to the making of the relevant disposal has novated the access agreements of all Users on terms approved by the ORR.
 - (3) The Station Facility Owner shall not create or permit to subsist Security over the Station otherwise than on terms to which the ORR has consented.
 - (4) A relevant disposal made in breach of (2) above and Security created or permitted to subsist in breach of (3) above shall be void and of no effect and shall not be binding upon or confer rights exercisable against any User.
 - (5) Neither the disposal nor the creation of any estate, interest right or title in or to the Station shall release the Station Facility Owner from any accrued or unperformed obligation the consequences of any breach of a Station Access Agreement or the Station Access Conditions or any liability in respect of any act or omission under or in relation to a Station Access Agreement or the Station Access Conditions arising prior to another person becoming the facility owner in respect of the Station.
19. The Conditions Efficacy Date is the date the first Access Agreement was entered into at the Station.
20. The Long Term Charge Commencement Date is 1 April 2021.
21. The Core Facilities referred to in the definition “Change” are those referred to in paragraphs 8.2 and 8.3 of Annex 1 (if any).
22. The Station Call IRC is £nil per vehicle departure.

ANNEX 9: DISREPAIRS TO BE REMEDIED

None

ANNEX 10: PRODUCTION OF SPECIFICATIONS and PLANS

None

ANNEX 11: REPAIR AND MAINTENANCE SPECIFICATIONS

PERFORMANCE STANDARDS

None

**ANNEX 12: TEMPLATE CO-OPERATION AGREEMENT BETWEEN
RAILWAY INDUSTRY PARTIES**

Co-operation Agreement

between

[•]

as the Proposer

and

[•]

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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<u>20.</u>	<u>THIRD PARTIES</u>	<u>13</u>

THIS AGREEMENT is dated

BETWEEN:

- (1) **[Company Name]** (company registration number) whose registered office is at [] (the "Proposer"); and
- (2) **[Company Name]** (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 SACs 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 SACs (to be used between parties where either of them is a Material Change Consultee to the MCP i.e. there is no agreement between them, but both separately are parties to an agreement which incorporates the SACs, so that they are both bound by the SACs.).
- (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:

“**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] [being the infrastructure manager of] 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;

“SACs” means RfL(I) Station Access Conditions 2021 and Annexes applicable to the Station;

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

“Station” means Paddington (CCOS) Station;

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

“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 SACs 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 SACs) 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. **MITIGATION OF ADVERSE IMPACT OF IMPLEMENTATION**

- 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. **LIMITATIONS ON THE FINANCIAL UNDERTAKING**

12.1 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 the MCC; and/or
- (B) any Network Change under Conditions G and H of the CCOS Network Code; and/or
- (C) the Station Access Agreement relating to the Station; and/or
- (D) any lease from 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 SACs where such activity and works would have been undertaken in any event in accordance with the SACs 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 SACs 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 franchise agreement/ 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 [franchise term] [Review Period] [concession agreement] and the MCC costs have not been taken into account by the [Secretary of State] [ORR] in the calculations relating to any subsequent [franchise term] [concession agreement] [Review 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. **ALTERNATIVE ACCOMMODATION**

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; and
 - (C) if the dispute is not resolved pursuant to paragraphs (A) and (B) then the dispute shall be resolved in accordance with the Access Dispute Resolution Rules 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 the Access Dispute Resolution Rules 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), 17.2(B) and 17.2(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.

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. **COUNTERPARTS**

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

20. **THIRD PARTIES**

- 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

.....
(Signature of named signatory)

Signed by

for and on behalf of

.....
(Signature of named signatory)

**ANNEX 13: TEMPLATE CO-OPERATION AGREEMENT WHERE
PROPOSER IS A STATION INVESTOR**

Co-operation Agreement

between

[] LIMITED

as the Proposer

and

[] LIMITED

as the MCC

relating to

[] Station

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THIS AGREEMENT is dated

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) The Proposer has issued the MCP to the MCC and this Agreement concerns the implementation of the MCP.
- (2) The Station Facility Owner and each of the Users (both as defined in the SACs) wish the Proposer to be bound by the provisions of Part 3 of the SACs 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. **DEFINITIONS AND INTERPRETATION**

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 SACs) entered into between (1) Rail for London (Infrastructure) Limited 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;]

“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;

“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] [being infrastructure manager of] 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 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;

“SACs” means RfL(I) Station Access Conditions 2018 and Annexes applicable to the Station;

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

“Station” means Custom House Station;

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

“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 SACs 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 SACs as if it was a User.

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 the Station Facility Owner or from or to any User in connection with the MCP other than as set out in this Agreement or in Part 3 of the SACs.

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 the 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 SACs.

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 SACs) 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. **UNPLANNED MATERIAL INTERFERENCE WITH THE MCC'S BUSINESS**

- 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 the MCC; and/or
- (B) any Network Change under Conditions G and H of the CCOS Network Code; and/or
- (C) the Station Access Agreement relating to the Station; and/or
- (D) any lease from 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 SACs where such activity and works would have been undertaken in any event in accordance with the SACs 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 SACs 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 franchise agreement [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 [concession term] [Review Period] [concession agreement] and the MCC costs have not been taken into account by [Rail for London] [ORR] in the calculations relating to any subsequent [concession term] [concession agreement] [Review 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 the Access Dispute Resolution Rules 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 the Access Dispute Resolution Rules 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 14: TEMPLATE STATION INVESTOR PARTICIPATION DEED

Annex 14

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 Access Conditions (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 Subject to Clause 5.2, 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.

5.2 ORR shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce directly such rights as have been granted to it under Part 3 of the Conditions.

EXECUTED as a DEED by)

[STATION INVESTOR])

in the presence of:)