

RAILWAY INDUSTRY EMERGENCY ACCESS CODE

between

RAILTRACK PLC

THE OPERATORS OF RAILWAY ASSETS SPECIFIED IN SCHEDULE 1

This AGREEMENT is made the 15th day of March 1996 between:

- (1) **RAILTRACK PLC**, a company registered in England and having its registered office at 40 Bernard Street, London WC1N 1BY (“Railtrack”);
- (2) THE PERSONS SPECIFIED IN SCHEDULE 1.

WHEREAS:

- (A) Any network, station, and light maintenance depot licences granted under section 8 of the Railways Act 1993 and held by the persons specified in Schedule 1 of this Code oblige their holders, during any emergency affecting the railway, to grant to any person requesting it such permission to use the railway facility of which the licence holder is the operator as is necessary or expedient to alleviate the effects of the emergency.
- (B) Facility owners who are not the holders of licences granted under section 8 of the Railways Act 1993 and whose railway facilities are not exempt under section 20 of the Railways Act 1993 may be directed by the Regulator to enter into access agreements in respect of those facilities by the Regulator.
- (C) Railtrack wishes to facilitate the use of its network in the circumstances described in Recital (A) with a view to ensuring that railway vehicles which cause, or are the subject of, emergencies are removed from its network as soon as reasonably practicable.
- (D) The Regulator has given his approval of this Code as an access agreement pursuant to section 18 of the Railways Act 1993.

IT IS AGREED as follows:

1. **Definitions and interpretation**

1.1 *Definitions*

In this Code, unless the context otherwise requires:

"Act" means the Railways Act 1993;

“affected person” means a party who sustains loss (including any liability to make a payment to any other person pursuant to this Code) as a result of or during the exercise of any permission to use pursuant to this Code;

“beneficiary” means, in respect of the railway facility in question:

- (a) the party who is the operator of the trains which use the railway facility; or
- (b) the party who is the person permitted to use the railway facility and whose rights in that respect are exercised by another person;

"excepted provision", in relation to an access contract, means:

- (a) any provision of the contract which requires the beneficiary to give the facility owner or any other person notice of its requirement to enter the facility;
- (b) any provision of the contract which provides for either party to pay any amount to the other party, whether in consideration of the permission to use conferred by the contract or as a consequence of the failure of any party to do or not to do any act or thing or in any other respect whatsoever; and
- (c) any other provision of the contract which shall be inconsistent with the terms of this Code;

"excluded network" means a network which is not owned and operated by Railtrack;

"facility owner" means the facility owner in respect of the railway facility in question;

"liable person" means

- (a) the party operating the railway asset the failure or condition of which is the direct and reasonably proximate cause of the need to exercise the rights under this Code, as a result of an emergency affecting the railway (whether or not that emergency occurred through any fault of that party), other than a facility owner not falling within sub-paragraph (b) which is requiring railway vehicles to move from a railway facility as a result of or in connection with an emergency which is the direct and reasonably proximate result of the failure or condition of a railway asset operated by another party; or
- (b) a party who acts in breach of its obligations under this Code;

"party" means a party to this Code;

"railway vehicle" includes any other thing or person brought or allowed onto or into the facility in the exercise of the permission to use conferred by this Code;

"Schedule 1" "Schedule 2" "Schedule 3" "Schedule 4" shall mean the Schedules respectively so numbered and annexed hereto; and

"Track Access Conditions" means the Railtrack Track Access Conditions 1995.

1.2 *Interpretation*

1.2.1 Unless the context otherwise requires:

- (a) terms and expressions used in the Act shall have the same meanings in this Code;
- (b) references to a beneficiary include his associates; and
- (c) where an obligation is expressed to be dischargeable by a beneficiary, the beneficiary in question shall be obliged also to procure that his associates discharge the obligation in question.

1.2.2 Any reference to a railway facility shall not include any exempt facility of which a party is the facility owner unless he otherwise agrees.

1.2.3 The rules of interpretation in the Track Access Conditions shall have effect in this Code save that for the purposes of Condition 1.1(h) (conflict) this Code shall have precedence over the Track Access Conditions.

2. **Capacities in which parties contract**

Each party enters into this contract:

- (a) in relation to the railway facilities (other than exempt facilities) in respect of which it is at the date hereof or hereafter in consequence of the provisions of clause 14.6 the facility owner, in its capacity as such facility owner;
- (b) in relation to any exempt facility in respect of any period during which the facility owner agrees to be bound by this Code, that facility owner in its capacity as such; and
- (c) in relation to every other railway facility, as a beneficiary.

3. **Permission to use**

Each facility owner hereby grants to each beneficiary permission to use its railway facility (including, in respect of a light maintenance depot, the right to obtain light maintenance services):

- (a) in the case of any emergency affecting the railway;
- (b) for the duration of the emergency and for as long after the cessation of the emergency as shall be reasonably necessary to remove from the facility the railway vehicles in question and any other thing or person brought or allowed onto or into the facility in the exercise of the said permission to use; and
- (c) in accordance with the terms of this Code.

4. **General obligations**

In relation to the use of any railway facility pursuant to this Code, each facility owner and beneficiary shall at all times act reasonably and in good faith with the objective of ensuring the health and safety and security of persons and property and:

- (a) the removal of the cause and the alleviation of the effects of the emergency; and
- (b) the removal of each railway vehicle from the railway facility which it has been permitted to use pursuant to this Code

as soon as reasonably practicable.

5. **Change of Code**

This Code may be amended in the same manner as the Track Access Conditions, and Part C of that document shall apply to it *mutatis mutandis*.

6. Entitlement of facility owner to give directions

6.1 General

Each beneficiary shall comply with:

6.1.1 any directions given by a facility owner in relation to the movement and stabling on or within the railway facility in question of railway vehicles using the facility pursuant to this Code; and

6.1.2 any reasonable request by an infrastructure controller as respects any aspect of the beneficiary's operations which affects or is likely to affect the performance of that infrastructure controller's health and safety duties.

6.1.3 in this clause 6.1 "infrastructure controller" shall have the same meaning as in the Railways (Safety Case) Regulations 1994.

6.2 Facility owner entitlement to move railway vehicles

The facility owner shall be entitled himself to move any such railway vehicle on or within the facility, and shall take reasonable care when doing so.

7. Priority - Goods and Services

Subject to the entitlement of the beneficiary to have his railway vehicles and any persons use or be accommodated on or at a railway facility under this Code, the right of the beneficiary to any goods or services at the railway facility shall rank after the rights of the beneficiaries at the railway facility in question under access contracts between them and the relevant facility owner.

8. Application of existing documentation - stations, depots and excluded networks

8.1 Existing Access Contract

If the railway facility in question is a station, light maintenance depot or excluded network which the beneficiary has permission to use under an access contract other than this Code, the provisions of that contract, other than any excepted provisions, shall apply to the permission to use granted under this Code.

8.2 No Existing Access Contract

If the railway facility in question is a station, light maintenance depot or excluded network which the beneficiary does not have permission to use under an access contract other than this Code, its permission to use under this Code shall be on terms and conditions which are the same as, or as near as is reasonably practicable to, those of the access contract:

(a) most recently entered into in respect of that facility by the facility owner; and

- (b) the terms and conditions of which are entered on the register maintained by the Regulator under section 72 of the Act

other than any excepted provisions.

8.3 *Unregistered provisions of Access Contracts*

To the extent that any provision of an access contract of the type referred to in clause 8.1 or 8.2 above has been excluded from the register pursuant to section 72(3) or (4) of the Act or is an excepted provision, the relevant terms and conditions shall be ones which are reasonable.

8.4 *Reasonable terms*

If there is no access contract in respect of a railway facility of the kind to which clause 8.1 applies, the terms and conditions of the permission to use shall be ones which are reasonable.

9. **Railtrack's network**

9.1 *Track Access Conditions*

Insofar as this Code confers permission to use any part of Railtrack's network, the Track Access Conditions are hereby incorporated in and form part of this Code.

9.2 *Application of pre-existing track access contract*

If the beneficiary is a party to an access contract with Railtrack which confers permission to use a part of Railtrack's network other than the part to which the beneficiary requires access pursuant to this Code, the provisions of that contract (other than any excepted provisions) shall apply as nearly as practicable to the permission to use granted under this Code.

9.3 *No existing Access Contract*

If the beneficiary does not have permission to use Railtrack's network under an access contract other than this Code, its permission to use under this Code shall be on terms and conditions which are the same as, or as near as is reasonable practicable to, those of the access contract:

- (a) most recently entered into in respect of that part of that network by Railtrack; and
- (b) the terms and conditions of which are entered on the register maintained by the Regulator under section 72 of the Act

other than any excepted provisions.

9.4 *Unregistered provision of Access Contracts*

To the extent that any provision of an access contract of the type referred to in clause 9.3 has been excluded from the register pursuant to section 72(3) or (4) of the Act or is an excepted provision, the relevant terms and conditions shall be ones which are reasonable.

10. **Priority - conflict with other access contracts**

10.1 *Precedence over other access contracts*

Subject to clause 7 the permission to use conferred by this Code shall prevail over the permission to use any railway facility granted by any party to this Code to any other such party, and each relevant access contract shall be construed in all respects subject to this Clause 10.

10.2 *Definition*

In this Clause 10 "relevant access contract" means an access contract other than this Code between any two or more parties to this Code.

11. **Payment for emergency access**

11.1 *Additional costs*

Subject to clause 13 (liability), the liable person or persons (as the case may be) shall reimburse the facility owner or the beneficiary (as the case may be) for all reasonable costs and expenses they incur as a result of the exercise of any permission to use pursuant to this Code which they would not have incurred had the permission not been exercised.

11.2 *Stabling charge*

The beneficiary shall pay to the facility owner a stabling charge which shall be calculated for each successive period of 24 hours during which any railway vehicle is stabled on or at a relevant facility pursuant to this Code as follows:

- (a) for the first 24 hours - £30; and
- (b) for each subsequent period of 24 hours - £150.

The above amounts are amounts payable in respect of each railway vehicle stabled and are exclusive of value added tax. For periods shorter than 24 hours, the amounts in question shall be prorationed.

11.3 *Meaning of "relevant facility"*

In clause 11.2, a "relevant facility" is a railway facility other than a station.

11.4 No payment shall be due under clause 11.2 in respect of stabling if the operator of the railway vehicle as beneficiary or as associate of the beneficiary had permission to use that part of the relevant facility for stabling under an access contract other than this Code without any additional payment.

12. **Non-conforming railway vehicles**

12.1 *General permission to use*

Notwithstanding anything to the contrary in any access contract but subject to clause 4 hereof, this Code confers on each beneficiary the right to have his railway vehicles enter or move onto a railway facility in respect of which another person is the facility owner notwithstanding that the railway facility in question may be unsuitable for the admission or accommodation of the railway vehicles in question.

12.2 **Safety**

A party shall be deemed to have acted reasonably for the purpose of clause 4 where the action taken to prevent serious prejudice to the health and safety of any person or property was that which a reasonable and prudent person, who was the sole owner and beneficiary of each railway facility and railway vehicle affected by the emergency, could be expected to have taken, with the aim of reducing the overall level of risk of the locality in which the emergency and any subsequent movement of railway vehicles occurred, whether or not such action would constitute a breach of the safety case of the actual facility owner or beneficiary, any Railway Group Standard, any licence granted under section 8 of the Act or any other applicable law.

12.3 *Liability for damage and economic loss*

Clause 13 has effect in relation to physical damage and economic loss caused by the exercise of any right granted under this clause 12.

13. **Liability**

13.1 *Liable person*

The liable person shall be liable to each affected person in respect of any breach of this Code.

13.2 *Responsibility for persons*

In relation to any persons who are permitted to enter or remain upon any railway facility pursuant to this Code, each of the beneficiary and the facility owner shall take reasonable care to avoid acts or omissions which it can reasonably foresee would be likely to injure persons who are so closely and directly affected by its act or omission that it ought reasonably to have them in contemplation as being so affected when it is directing its mind to the acts and omissions which are in question.

13.3 *Limitations - exclusion of consequential etc. losses*

No party nor any of its officers, employees or agents shall in any circumstances whatsoever be liable under this Code to any other party for:

- (a) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill;
or
- (b) any indirect or consequential loss.

- 13.4 *Limitations - caps and collars*
No party shall be liable to any other party to the extent that the aggregate amount which would, but for this clause 13.4, have been recoverable shall be greater than £5 million in respect of the breach, occurrence or other failure in question.
- 13.5 *Remedies not cumulative*
The rights and remedies provided by this Code are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies, express or implied and provided by common law or statute in respect of the subject matter of this Code and which are exercisable by one party against another party.
- 13.6 *Exclusion of claims in tort*
Without prejudice to the generality of clause 13.5, the rights excluded pursuant to that Clause include any rights which any party may possess in tort (in Scotland, delict), which shall include actions which may be brought in negligence and/or nuisance.
- 13.7 *Waiver of rights of action*
Each of the parties hereby waives to the fullest extent possible all rights and remedies of the kind excluded pursuant to clause 13.5 and releases each other party, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Code and undertakes not to enforce any of them except as expressly provided in this Code.
- 13.8 *Trust*
Each party shall hold the benefit of clauses 13.3, 13.4, 13.5, 13.6 and 13.7 for itself and as trustee and agent for its officers, employees and agents.
- 13.9 *Relationship with other access agreements*
- 13.9.1 This Code is without prejudice to the provisions of other access contracts relating to the payment of compensation, the payment reduction or other adjustment of charges or the grant of any indemnity in each case in connection with the cancellation, delay, interruption, diversion or other performance of trains or the provision of stabling or the provision of maintenance or other goods and/or services in connection with trains.
- 13.9.2 Where a person is a liable person as a result of the failure or the condition of railway assets operated by it in its capacity as an operator of train(s) on a network of which Railtrack is the facility owner, that party shall not be liable under Clause 11.1 to Railtrack for losses, costs or expenses incurred by Railtrack in its capacity as facility owner of that network under or in connection with the cancellation, delay, interruption, diversion or other performance of trains on that network.
14. **Admission withdrawal and change procedures**
- 14.1 *Admission*
- 14.1 A person shall become a party to this Code:
(a) in accordance with directions given to it (if it is a facility owner in respect of any railway facility which is not, by virtue of section 20 of the Act, an exempt facility) and each other facility owner which is a party to this Code, by the Regulator under section 17 or 18 of the Act; and

- (b) in accordance with the terms of an admission agreement in the form of Schedule 2 duly executed.

14.2 *Withdrawal*

14.2.1 A party shall be entitled to withdraw from this Code if:

- (a) each railway facility in respect of which it is the facility owner is, by virtue of section 20 of the Act, an exempt facility; and
- (b) it holds no licence under section 8 of the Act which contains a condition which requires it to grant permission to use any railway facility during any emergency affecting the railway.

14.2.2 Any such withdrawal shall be:

- (a) effective not earlier than 28 days after notice of such withdrawal shall have been given to each party;
- (b) effected by the execution of a withdrawal agreement in the form of Schedule 3; and
- (c) without prejudice to any liability in relation to any act or omission of the withdrawing party which accrued before the effective date of its withdrawal.

14.3 *Railtrack to act as agent for other parties*

For the purposes of:

- (a) making any applications for approval of a withdrawal agreement under section 18(5) of the Act pursuant to clause 14.1;
- (b) making any applications for approval of an admission agreement under section 22 of the Act pursuant to clause 14.2;
- (c) executing any such admission or withdrawal agreement; or
- (d) approving any application pursuant to clause 14,

Railtrack is hereby appointed agent of every party other than the party withdrawing from this Code.

14.4 *Railtrack to notify all parties to admission or withdrawal*

As soon as reasonably practicable after any party shall have become a party to this Code or withdrawn from it, Railtrack shall give notice to that effect to each other party to this Code.

14.5 *Public register*

The admission or withdrawal of a party pursuant to this Clause 14 and the taking effect of a transfer scheme under which a person becomes a party to this Code shall be an amendment of this Code. Schedule 1 shall be amended accordingly and Railtrack shall be responsible, on behalf of itself and every other facility owner, for sending a copy of the amended Code to the Regulator in accordance with section 72(5) of the Act so that the amended Code may be placed by him on the register maintained under section 72 of the Act.

14.6 *New Facility*

14.6.1 When a party ("the applicant party") becomes the facility owner of a railway facility or facilities of which it was not previously the facility owner it shall forthwith serve a notice on the Regulator in the form of Schedule 4 and shall send a copy of that notice to Railtrack.

14.6.2 Upon receipt of a notice under clause 14.6.1, Railtrack shall forthwith notify the Regulator on behalf of all parties that it agrees to the application by the applicant party.

14.6.3 Forthwith after the Regulator approves the application under clause 14.6.1, the applicant party shall notify Railtrack PLC of such approval and that, if appropriate, it does not intend to object to the directions approving the application.

14.7 *Details of facilities*

Each party shall, if so requested by Railtrack, provide to Railtrack, a statement specifying each railway facility of which it is facility owner for the purpose of this Code.

14.8 *Counterparts*

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

15. **Fault attribution**

Railtrack shall in respect of any railway facility of which it is the facility owner determine and record the persons and causes which are responsible for any emergency, whether or not a delay or cancellation of any train is caused as a result of the emergency, in the manner and in accordance with the procedures specified in Part B of the Track Access Conditions. Railtrack shall, if so requested by any affected person and so far as reasonably practicable, in like manner make such a determination and record in respect of an emergency on a railway facility of which it is not the facility owner. Part B of the Track Access Conditions shall apply *mutatis mutandis*.

16. **Notices**

For the purposes of this Code:

- (a) notifications may be given orally or in writing; and
- (b) the notices provisions of any other access agreement shall not apply.

If an oral notification has been given, it shall be confirmed in writing as soon as reasonably practicable thereafter.

17. **Governing law**

This Code is governed by English law except, in any particular case, to the extent that an access contract of the kind referred to in Clause 7, 8 or 9 is governed by Scots law. In such a case, the Code shall be governed by Scots law.

18. **Dispute resolution**

Any dispute arising out of or in relation to this Code or anything done or omitted to have been done under it shall be resolved by the Access Dispute Resolution Committee. If either party to the dispute shall be dissatisfied with the determination of the Committee, it shall be entitled to refer the matter to arbitration. In such cases, the arbitration shall be carried out pursuant to the Access Dispute Resolution Rules.

19. **Value added tax**

19.1 Where any taxable supply for VAT purposes is made under or in connection with this Code by one party to another, the payer shall, in addition to any payment required for that supply, pay upon presentation of a valid tax invoice such VAT as is chargeable in respect of it.

19.2 Where under this Code one party has agreed to reimburse or indemnify another in respect of any payment made or cost incurred by that other in respect of any payment made or cost incurred by that other, the first party shall also reimburse or indemnify the other party for any VAT paid by the other which forms part of its payment made or cost incurred to the extent such VAT is not available for credit for the other, or for any person with which the reimbursed or indemnified party is treated as a member of a group for VAT purposes under sections 25 and 26 of the Value Added Tax Act 1994.

19.3 Where under this Code any rebate or repayment of any amount is payable by one party to another, and the first party is entitled as a matter of law or of Customs & Excise practice to issue a valid VAT credit note, such rebate or repayment shall be paid together with an amount representing the VAT paid on that part of the consideration in respect of which the rebate or repayment is made and the first party shall issue an appropriate VAT credit note to the other party.

19.4 In this Clause 19, "VAT" means value added tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto or replacing, modifying or consolidating such legislation and any reference to "VAT" shall be construed accordingly.

20. **Statutory deduction or withholding from payments**

All sums due under this Code shall be paid without deduction or withholding in respect of duties, taxes or charges otherwise of a taxation nature unless the deduction or withholding is required by law in which event the payer shall:

- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
- (b) account to the relevant taxation or other authorities within the period for payment permitted by the applicable law the full amount of the deduction or withholding; and
- (c) furnish to the payee within the period for payment permitted by the relevant law either an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld or, if such receipts are not issued by the taxation authorities concerned, a certificate of deduction or equivalent evidence of the relevant deduction or withholding.

IN WITNESS WHEREOF Railtrack and the persons specified in Schedule 1 have by their duly authorised representatives respectively entered into this Agreement on the date first above written.

**This is SCHEDULE 1 referred to in the foregoing
Railway Industry Emergency Access Code**

OPERATORS OF RAILWAY ASSETS

Anglia Railways Train Services Limited
The British Railways Board
Cardiff Railway Company Limited
Central Trains Limited
The Chiltern Railway Company Limited
CrossCountry Trains Limited
European Passenger Services Limited
Gatwick Express Limited
Great Western Trains Company Limited
Great Eastern Railway Limited
InterCity West Coast Limited
InterCity East Coast Limited
Island Line Limited
LTS Rail Limited
Midland Main Line Limited
Network SouthCentral Limited
North West Regional Railways Limited
North London Railways Limited
Regional Railways North East Limited
ScotRail Railways Limited
South West Trains Limited
South Eastern Train Company Limited
South Wales and West Railway Limited
Thames Trains Company Limited
Thameslink Rail Limited
West Anglia Great Northern Railway Limited
Loadhaul Limited
Mainline Freight Limited
Rail Express Systems Limited
Transrail Freight Limited
Freightliner (1995) Limited
Racal - BR Telecommunications Limited
First Engineering Limited
Central Infrastructure Maintenance Company Limited
South Western Infrastructure Maintenance Company Limited
Western Infrastructure Maintenance Company Limited
Scotland Track Renewals Company Limited
Western Track Renewals Company Limited
Northern Track Renewals Company Limited
Eastern Track Renewals Company Limited
Central Track Renewals Company Limited
Southern Track Renewals Company Limited
Northern Infrastructure Maintenance Company Limited
South Eastern Infrastructure Maintenance Company Limited
Eastern Infrastructure Maintenance Company Limited
Merseyrail Electrics Limited

**This is SCHEDULE 2 referred to in the foregoing
Railway Industry Emergency Access Code**

ADMISSION AGREEMENT

This Agreement is made the [] day of [] 199[] between:

- (1) **RAILTRACK PLC**, a company registered in England and having its registered office at 40 Bernard Street, London WC1N 1LG ("Railtrack"), for itself and as agent for and on behalf of the persons who are, at the date of this Deed, parties to the Railway Industry Emergency Access Code ("the Code"); and
- (2) [*Name of incoming party*], a company registered in [*state place of registration*] and having its registered office at [*state address of registered office*] (the "new party").

WHEREAS:

This Admission Agreement has been approved by the Rail Regulator and he has directed the facility owners concerned to enter into it in the exercise of his powers under section [17]/[18] of the Railways Act 1993.

In consideration of the rights and obligations contained in the Code IT IS AGREED as follows:

1. **Admission**

With effect from [*state effective date of admission*], the new party shall become party to the Code.

2. **Amendment of Schedule to Code**

Schedule I of the Code shall be amended so as to include the name and address of the new party.

SIGNED

**This is SCHEDULE 3 referred to in the foregoing
Railway Industry Emergency Access Code**

WITHDRAWAL AGREEMENT

This Agreement is made the [] day of [] 199[] between:

- (1) **RAILTRACK PLC**, a company registered in England and having its registered office at 40 Bernard Street, London WC1N 1LG ("Railtrack"), for itself and as agent for and on behalf of the persons (other than the withdrawing party referred to below) who are, at the date of this Deed, parties to the Railway Industry Emergency Access Code("the Code"); and
- (2) [*Name of withdrawing party*], a company registered in [*state place of registration*] and having its registered office at [*state address of registered office*] (the "withdrawing party").

WHEREAS:

This Withdrawal Agreement has been approved by the Rail Regulator in the exercise of his powers under section 22 of the Railways Act 1993.

IT IS AGREED as follows:

1. **Withdrawal**

With effect from [*state effective date of withdrawal*], the withdrawing party shall cease to be a party to the Code, but without prejudice to any liability of the withdrawing party in relation to any act or omission of the withdrawing party which accrued before the effective date of its withdrawal.

2. **Amendment of Schedule to Code**

Schedule I of the Code shall be amended so as to exclude the name and address of the withdrawing party.

SIGNED

**This is SCHEDULE 4 referred to in the foregoing
Railway Industry Emergency Access Code**

**APPLICATION UNDER SECTION 18(5) OF THE RAILWAYS ACT 1993
FOR APPROVAL OF ACCESS CONTRACT IN RESPECT OF A NEW FACILITY**

1. I [*name of owner of new facility*] certify that:
 - (a) I am a party to the Railway Industry Emergency Access Code ("the Code");
 - (b) after becoming a party to the Code, I have become the facility owner of a railway facility or railway facilities;
 - (c) in accordance with the provisions of clause 14.6 of the Code, and pursuant to section 18(5) of the Railways Act 1993, I desire to grant permission to use the railway facility or railway facilities of which I am now the facility owner to all parties to the Code upon the terms set out in the Code;
 - (d) I have served a copy of the application on Railtrack PLC which is authorised to act on behalf of all other parties to the Code to signify their approval to this application.

2. I request that the Regulator approve this application as an access contract to be effected by the interpretation of the Code as applying to me as "the facility owner" (as defined in the Code) of all railway facilities of which I am, at the date of this application, the facility owner for the purposes of section 18(5) of the Act.

[signed on behalf of the owner of the new facility]

Signed by)		
on behalf of	)	Michael W. D. Howell	
RAILTRACK PLC)		
Signed by)		
on behalf of	)	P. G. Hewett	
ANGLIA RAILWAYS TRAIN)		
SERVICES LIMITED)		
Signed by)		
on behalf of	)	P. G. Hewett	
THE BRITISH RAILWAYS))		
BOARD)		
Signed by)		
on behalf of	)	P. G. Hewett	
CARDIFF RAILWAY)		
COMPANY LIMITED)		
Signed by)		
on behalf of	)	P. G. Hewett	
CENTRAL TRAINS LIMITED)		
Signed by)		
on behalf of	)	P. G. Hewett	
THE CHILTERN RAILWAY))		
COMPANY LIMITED)		
Signed by)		
on behalf of	)	P. G. Hewett	
CROSSCOUNTRY TRAINS))		
LIMITED)		
Signed by)		
on behalf of	)	R T Edgley	
EUROPEAN PASSENGER))		
SERVICES LIMITED	)	J Horton	
Signed by)		
on behalf of	)	P. G. Hewett	
GATWICK EXPRESS LIMITED)		
Signed by)		
on behalf of	)	Richard George	
GREAT WESTERN TRAINS )	)	RICHARD GEORGE	DIRECTOR
COMPANY LIMITED)		
Signed by)		
on behalf of	)	P. G. Hewett	
GREAT EASTERN RAILWAY)		

LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
INTERCITY WEST COAST)	
LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
INTERCITY EAST COAST)	
LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
ISLAND LINE LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
LTS RAIL LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
MIDLAND MAIN LINE)	
LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
NETWORK SOUTHCENTRAL)	
LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
NORTH WEST REGIONAL)	
RAILWAYS LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
NORTH LONDON RAILWAYS)	
LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
REGIONAL RAILWAYS)	
NORTH EAST LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
SCOTRAIL RAILWAYS)	
LIMITED)	

Signed by ALAN McKNESPIEY)	
on behalf of	)	A. McKnespiey
SOUTH WEST TRAINS)	
LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
SOUTH EASTERN TRAIN))	
COMPANY LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
SOUTH WALES AND WEST)	
RAILWAY LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
THAMES TRAINS COMPANY)	
LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
THAMESLINK RAIL LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
WEST ANGLIA GREAT)	
NORTHERN RAILWAY))	
LIMITED)	
Signed by R. HENKE)	
on behalf of	)	R. Henke
LOADHAUL LIMITED)	
Signed by R. HENKE)	
on behalf of	)	R. Henke
MAINLINE FREIGHT LIMITED)	
Signed by R. HENKE)	
on behalf of	)	R. Henke
RAIL EXPRESS SYSTEMS))	
LIMITED)	
Signed by R. HENKE)	
on behalf of	)	R. Henke
TRANSRAIL FREIGHT)	
LIMITED)	
Signed by)	
on behalf of	)	P. G. Hewett
FREIGHTLINER (1995)))	

LIMITED)	
Signed by)	
on behalf of	)	J A C Drake
RACAL - BR	)	JOHN ARTHUR COURTNEY DRAKE
TELECOMMUNICATIONS))	
LIMITED)	
Signed by David Watson)	
Company Secretary	)	D Watson
on behalf of)	
FIRST ENGINEERING)	
LIMITED)	
Signed by)	
on behalf of)	
CENTRAL INFRASTRUCTURE	)	P. G. Hewett
MAINTENANCE COMPANY)	
LIMITED)	
Signed by)	
on behalf of)	
SOUTH WESTERN	)	P.G. Hewett
INFRASTRUCTURE)	
MAINTENANCE COMPANY)	
LIMITED)	
Signed by)	
on behalf of)	
WESTERN INFRASTRUCTURE	)	P.G. Hewett
MAINTENANCE COMPANY)	
LIMITED)	
Signed by J.D. URQUHART))	
on behalf of	)	John D. Urquhart
SCOTLAND TRACK)	
RENEWALS COMPANY))	
LIMITED)	
Signed by)	
on behalf of)	
WESTERN TRACK	)	P.G. Hewett
RENEWALS COMPANY))	
LIMITED)	
Signed by)	
on behalf of	)	P.G. Hewett
NORTHERN TRACK)	
RENEWALS COMPANY))	
LIMITED)	
Signed by)	

on behalf of) Andrew Dow
EASTERN TRACK)
RENEWALS COMPANY)
LIMITED)

Signed by)
on behalf of)
CENTRAL TRACK) J D H Russell J. D. H . RUSSELL
RENEWALS COMPANY)
LIMITED)

Signed by)
on behalf of)
SOUTHERN TRACK) P.G. Hewett
RENEWALS COMPANY)
LIMITED)

Signed by)
on behalf of)
NORTHERN) P.G. Hewett
INFRASTRUCTURE)
MAINTENANCE COMPANY)
LIMITED)

Signed by)
on behalf of)
SOUTH EASTERN) P.G. Hewett
INFRASTRUCTURE)
MAINTENANCE COMPANY)
LIMITED)

Signed by)
on behalf of)
EASTERN INFRASTRUCTURE) P.G. Hewett
MAINTENANCE COMPANY)
LIMITED)

Signed by)
on behalf of)
MERSEYRAIL ELECTRICS) P.G. Hewett
LIMITED)