

REVIEW OF THE REGULATED STATION ACCESS REGIME

CONSULTATION QUESTIONNAIRE

A SUMMARY OF RESPONSES FROM THE RAILWAY INDUSTRY

**COMPLETED BY: 23 TRAIN OPERATING COMPANIES
5 RAILTRACK DEPARTMENTS**

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INTRODUCTION AND INSTRUCTIONS FOR COMPLETION

The purpose of the questionnaire is to gather from Railtrack and Train Operators as much information as possible regarding the operation, management and effectiveness of the station access regime. The ORR have asked us to advise them on:

- how well the regime is understood
- how well each part is complied with
- how the regime is working in practice
- how might it be simplified
- how might it be improved
- how relevant it is to the development of rail.

You will see that the questions cover not only the Station Access Conditions themselves but also issues relating to the overall contractual matrix, and the interface with third parties particularly those wishing to invest in improved station facilities. Please refer to Part A (Part 1) of the Station Access Conditions for a definition of all the defined terms used. We would like to draw your attention to these additional definitions:

Access arrangements: means the procedures you, and other parties, need to follow in order to comply with the Station Access Conditions and Agreements.

Contractual matrix: means, at franchised stations, the Station Access Conditions and the agreements between Railtrack and SFO (lease), SFO and Beneficiary (Access Agreement) and Beneficiary and Railtrack (Collateral Agreement). At Major stations it means the Access Agreements and Conditions between the Users and Railtrack.

Station access documentation: includes the Station Access Conditions and Annexes, Station Access Agreements, templates and station leases.

Station access regime: references to the regime are to all aspects of the management of station access and incorporates the Station Access Conditions and Annexes, Station Access Agreements and other relevant documentation.

We recognise that most companies, including Railtrack, will have more than one role in which to respond to the questions. We would like to find out if your responses are different depending on your role and experience in different roles. To help you complete the questionnaire we have, therefore, indicated which questions are for SFOs and Railtrack in their SFO and landlord capacity and which questions are for all companies/roles to respond to. Where we would like to know if your responses differ according to your role we have provided space for you to give different responses.

We have designed the questionnaire to cover all aspects of the station access regime and whilst we are seeking views generally on all sections we would particularly welcome responses which focus on issues which have special relevance to your organisation or business. **If any of the sections are not relevant to you please mark as not applicable.**

Responses to the questionnaire will be treated in the strictest of confidence, please therefore feel free to answer the questions as openly as possible. The questions are broken down into several sections as follows.

Section 1 - these questions are about the overall structure of the station access regime and seek your views on its relevance to your particular business and the sort of changes, from a structural point of view, you would like to see. It also deals with arrangements and procedures for entering into new contracts.

Section 2 - these questions are about issues arising out of the day to day operation of the station and seek your views on, amongst other things, whether the regime helps or hinders the management of stations.

Section 3 - these questions are about making changes at stations and seek information about experience to date and how you would like to see the regime improved, modified or perhaps radically changed.

INFORMATION ABOUT YOUR ORGANISATION

Please could you give us some general information about your organisation:-

- Your name
.....
- Your role in the organisation
.....
- The name of your organisation.
.....
- At how many stations are you the Station Facility Owner?

.....

- At how many stations are you a Beneficiary?

.....

- Date questionnaire completed

.....

SECTION 1 - STRUCTURE AND NEW ARRANGEMENTS

In this section we are seeking your views on the structure and content of the station access regime and any changes you would like to see. It also deals with new contractual arrangements and asks whether the procedures for obtaining new access contracts could be improved and/or simplified.

Please circle the number which most closely represents your view.

PART 1 - STRUCTURE AND OPERATION OF THE REGIME

		Strongly Disagree					Strongly Agree
<u>Structure and operation of the access regime</u>							
1	The layout, content and structure of the station access documentation is easy to understand.	1	<input checked="" type="radio"/>	3	4	5	6
2	The interface between my company and the Rail Regulator about station access contracts and related issues has generally been a success.	1	2	3	<input checked="" type="radio"/>	5	6
3	The costs of complying fully with all the requirements of the station access regime are in proportion to the benefits to my business/operations.	1	2	3	4	5	6
4	The station access regime facilitates efficient day-to-day management of stations.	1	<input checked="" type="radio"/>	3	4	5	6
5	The station access regime has enhanced station services to passengers, facilitating the development and improvement of station facilities.	1	<input checked="" type="radio"/>	3	4	5	6
6	The documentation required for new access agreements has been simple to put in place.	1	2	<input checked="" type="radio"/>	4	5	6
7	The station access regime facilitates the legitimate aspirations of third parties who wish to invest in stations.	<input checked="" type="radio"/>	2	3	4	5	6

8. The following are some possible changes that could be made to simplify the station access regime. Read through the options and rank them in order of the highest benefit to your company i.e. 1 for the highest benefit, 10 for the lowest:

Rank

	Railtrack	TOC/FOC	Total
a) Separate all property and lease related matters from access contracts so that these arrangements can be operated independently of each other.	4	6	4
b) Translate the Station Access Conditions into plain English ensuring there is no loss of rights and obligations.	5	1	3
c) Generate guidance and/or training materials - make no changes to the structure of the access regime or any of its component parts.	8	8	8
d) Adjust the SFO/Railtrack division of responsibilities for station maintenance/repairs, subject to a cost adjustment, so Railtrack has <u>fewer</u> responsibilities affecting day to day operations of stations.	6	7	6
e) Adjust the SFO/Railtrack division of responsibilities for station maintenance/repairs, subject to a cost adjustment, so Railtrack has <u>more</u> responsibilities affecting day to day operations of stations.	5	9	7
f) Simplify both change procedures.	3	2	2
g) Have one change procedure.	1	3	1
h) Increase the range of things covered by General Approvals issued by the Rail Regulator.	2	4	2
i) Strengthen the performance regime and available remedies	7	5	5
j) Other .			

9. Do you have a dedicated resource dealing with the station access regime?

11 Yes **17** No

If yes, what is the approximate size of the unit, and what is the approximate direct cost per annum, for 98/99 and previous years if available?

Size **1 person (8)**
 2 people (1)
 6 people (1)

Cost (e.g. salaries, overheads) **£20,000 (3)**
 £25,000 (1)
 £28,000 (1)
 £29,000 (1)
 £30,000 (4)
 £40,000 (3)
 £130,000 (1)

If you do not have a dedicated resource, please explain briefly how the work is undertaken and what is the approximate cost per annum.

Carried out by various managers (4)
Carried out by the procurement department (2)
Outside assistance (solicitors, professional expertise) (2)

10. We would like to know if you use any external help or advice to administer or otherwise comply with the station access regime (e.g. lawyers, surveyors, project managers, accountants). Please explain what type of advice/external help you use and how the advisors are involved.

Solicitors (22)
Surveyors/Property Consultants (8)

Please give approximate costs of external help for 98/99

£2,000 (2)
£5,000 (1)
£10,000 (1)
£35,000 (1)
£40,000 (1)
£75,000 (1)

11. Do you have in place any procedures to monitor your company's compliance/performance with the station access regime?

15 Yes **12** No

If yes, please provide details:

Audits (9)
Compliance Manager (2)
Financial Controls (1)
Monthly SAC meetings (2)
Procedures manual (1)

12. Do you have in place any procedures to monitor the compliance/performance of other parties operating within the station access regime?

17 Yes **10** No

If yes, please provide details:

Audits (11)
Compliance Manager 1)
Monthly SAC meetings (1)

13. How does your organisation undertake or arrange for training of staff involved with thestation access regime? Please select from the following (you may select more than one):

a) Training 'on the job'	26
b) In-house specific training provided to staff	8
c) External training	2

If your answer is (c) what training courses have you used?

Bespoke course by Simmons & Simmons solicitors (2)

.....
14. What was the approximate cost of training, including the production of training materials, in 1998/99?

£0 (5)
£1,000 (1)

15. Do you use any explanatory notes or guidance on the operation of the station access regime or any aspect of it? If so, please specify who produced this, what it cost to produce and whether or not you have found it helpful.

14 Yes **14** No

Comments:

ORR Station Access Guidance notes (7)
Simmons & Simmons guidance notes (2)
Internal guidance notes (3)

16. Has your company prepared any guidance notes?

7 Yes **20** No

If yes, what was the approximate costs of obtaining/producing the guidance documentation.

£1,500 (1)

17. Are the ORR Station Access Guidance Notes useful?

22 Yes **4** No

Comments:

Well laid out and comprehensive (1)
Could be simplified (2)
They assume the reader has a legal background (1)
They are not definitive (1)
We have not seen them (2)
Not useful at station level (1)

18. Are the ORR criteria and procedures for handling station access approvals of all kinds sufficiently explained and clear? If not, please give examples of issues or types of approvals where you would find it helpful to have more/better guidance from ORR.

16 Yes **10** No

Comments:

Templated or standardised forms would help with worked examples(3)
The procedures are too complex (2)
We need a better idea of what ORR want (1)
As a newcomer/or with limited experience it is not clear (2)
One-to-one training would help (1)
The ORR do not give advise on agreements covering construction and operation of a new station, when other TOCs may wish to become a beneficiary (1)
The ORR team give advice if required

19. Have you experienced any problems in obtaining ORR approval for:

a). Changes to the Station Access Agreements or Conditions?

10 Yes 13 No 0 Not Applicable

Comments:

Lengthy response times from ORR when asking for help (1)
Interpretation issues (2)
Too bureaucratic (1)
The documentation did not follow an unknown set pattern (1)

b). New access contracts?

5 Yes 16 No 0 Not Applicable

Comments:

Other TOC's knowledge is limited (1)
Lack of advice on the format of unregulated contracts (1)
The procedure takes too long (1)
Delays from other parties (1)

20. Do you have template station access contracts?

18 Yes 9 No

If your answer is no, would you like them?

6 Yes 1 No

Comments:

There should be an industry standard

PART 2 - NEW ACCESS AGREEMENTS

The following questions are about your experiences of putting in place new access agreements.

21. Do you have any experience of entering into and seeking approval for station access agreements?

22 Yes 5 No

If yes, please answer the following questions. **If no please move on to part 3.**

22. Do you use any external advisors or assistance to establish new station access agreements?

As an SFO 11 Yes 8 No

As a Beneficiary 4 Yes 12 No

If so, how are these external advisors involved and what do they do?

Legal advice (8)
Solicitors for preparation of documents (3)
Legal drafting for new stations (1)

23. Please outline any difficulties you have experienced in putting in place new station access agreements.

As an SFO

Obtaining replies/information from Railtrack (4)
Lack of understanding by others (1)
Difficulties with diversionary agreements (2)
Delays at ORR (1)
Lack of understanding of the process (2)
Customer expectations of the cost of exclusive services (1)

As a Beneficiary

Getting things done on time (2)
SFO delays (3)
Delay in approval (1)
Difficulty in securing provision of services during a diversionary period (1)

24. Have you ever used another station or permitted another operator to use one of your stations for diversionary access? (i.e. when Railtrack schedules a stop at an alternative station due to preplanned engineering works, or when a Train Operator requests that another Operator calls at a station on its behalf due to special circumstances).

17 Yes 4 No

If yes, did you have an access contract for that purpose?

10 Yes 6 No

If no, why not and what did you do instead?:

Specific agreements between shift control managers (1)
Often approved once the requirement has passed (1)
A 'blind eye' is often turned (1)
Insufficient time to submit an access agreement for approval (1)
The procedure is too cumbersome (1)

PART 3 - STRUCTURE AND PRESENTATION OF THE STATION ACCESS CONDITIONS

The following questions are seeking your opinion of the structure and presentation of the Station Access Conditions.

25. Do you find the Station Access Conditions clear and easy to follow? If not, please state why and what amendments could be made to make them clearer and easier to follow.

At franchised stations 2 Yes 20 No

At Major stations 2 Yes 19 No

Comments:

Too legalistic/technical (13)
Far too complex for our needs (1)
There is too much cross-referencing and a need to consult too many different documents (2)

Takes time to read and understand each time a new situation arises (2)
Change proposal procedure is complicated (1)
A document incorporating all stations would be helpful (1)
Railtrack have 'selective comprehension' re: closures and track clearing (1)

26. Would it be simpler if all the obligations of a single type were grouped together (e.g. everything in relation to works at the station to be located in one area of the Station Access Conditions)?

At franchised stations **19** Yes **3** No

At Major stations **19** Yes **3** No

Comments:

If clearly presented (1)

27. Do the defined terms in the Station Access Conditions adequately cover all the circumstances that arise? If not, please state what further clarification is required (e.g. are there specific situations or events that are not defined at all or not defined adequately?).

At franchised stations **12** Yes **9** No

At Major stations **14** Yes **6** No

Comments:

Definitions are in 'legal English' and sometimes have a different meaning than the normal use of words (1)
What happens when a station lease expires (2)
New services not considered when the Conditions were constructed (1)
Meaningful financial penalties (1)
Failure to deliver (1)
Remedies and Abatements difficult to follow through (1)
Track litter (1)

28. Should the access agreements and Station Access Conditions for single passenger user or smaller stations be simplified?

13 Yes **9** No

If yes, how?

Simplify and provide templates (3)
Remove irrelevant detail and annexes at single user stations (1)
Identify a range of facilities common to these stations and build an agreement around these (1)
Reorganise rather than duplicate (1)
What would happen if the station was no longer a single passenger user? (1)

PART 4 - STATION LEASES

This part is about station leases and how you make changes to them. These questions apply to Train Operator SFOs only. If you are not a Train Operator SFO, go to Part 5.

29. Have you encountered any actual or perceived conflicts between the obligations in station leases and any other aspect of the station access regime? If you have, please provide details.

2 Yes 16 No

Comments:

Management of utilities (1)

A council park & ride scheme, not in the station lease area, but confusion over it being a station car park (1)

Compulsory purchase of part of the lease area by the council without SFO consultation (1)

30. Do you check that OPRAF are content with any proposed change to the station lease (including the Station Access Conditions and annexes) before making them? Please select an option from the list below:

1 There have been no changes to the station lease (**go to Part 5**)

7 For all changes

4 For all changes except minor ones

6 For significant changes only

0 For no changes.

31. Has the requirement to consult with OPRAF about changes to station leases had any impact on implementation of changes?

5 Yes 12 No

If yes, what impact has it had:

This delays the process for clarification and questions (5)

32. Have you ever included an additional piece of land or removed a piece of land from the station lease boundary?

13 Yes 4 No

If yes, did you always enter into a supplemental lease with Railtrack, or deed of surrender (as appropriate), in respect of such piece of land?

12 Yes 2 No

If your answer is no, please outline the processes you have adopted instead.

Station change amending agreement (1)

33. Is it an administrative burden to keep station leases up to date? If your answer is yes, please outline the administration required (which is specific to the lease updating) and provide an estimate of the costs to your organisation of this process during 98/99.

9 Yes 8 No

Comments:

Solicitors are used (1)
Updating the Station Register and liaising with parties £4,500 p/a (1)
Slow process for obtaining updated plans from Railtrack (1)

PART 5 - INTERACTION BETWEEN THE STATION ACCESS REGIME AND OTHER PROCEDURES

This part is about any other procedures that may need to be followed before a station change could be implemented e.g. Part D certificates, obtaining Railtrack consent as landlord, closure or listed building consent.

34. If you are an SFO, have you had to follow more than one procedure to obtain the required consent to a single proposed course of action under the station access regime? If so, please provide examples of when this has been the case in your experience.

2 Yes, in the majority of cases **14** Yes, sometimes **4** No

Comments:

Closure + change (7)
Railway heritage consent (1)
Listed building consent (2)
OPRAF (1)

35. Where a proposed change to a station also amounts to a closure of part of a station, how do you ensure that the requisite certificate is received and all other required consents are obtained prior to implementation of the proposed course of action? Please give details.

Through the use of external consultants (2)
Change process not completed until minor closure consent received (5)
Close liaison with ORR (2)
Control the whole process from one point (1)
With great difficulty (1)
All minor closures are dealt with by Railtrack (1)
Follow the Access Conditions (1)

36. How often in the last year (98/99) have you applied for closure certification (if applicable)?

None (5)
Once (2)
Twice (1)
3 times (5)
4 times (1)
5 times (1)
6 times (2)
9 times (1)
10 times (1)
27 times (1)

37. Could the procedures for obtaining consent for a closure of part of a station be dovetailed with the procedures required under the station access regime? If yes, please suggest how this could be achieved.

12 Yes 8 No

Comments:

With a template proforma (1)
One application that includes a section on minor closure (4)

38. How often in the last year (98/99) have you needed to apply for listed building consent in order to implement a station change proposal?

None (4)
Once (6)
Twice (3)
Three times (1)
Four times (1)
5 times (1)
Many times (1)

39. Have you encountered any additional problems under the station access regime when dealing with a station which is a listed building? If so, please give details.

6 Yes 15 No

Comments:

At a Major station - difficulty agreeing who should make the application (2)
Local authority planning constraints do not always fit in with the need to provide modern facilities (1)
What is the SFO prepared to maintain? (1)

SECTION 2 - HOW THE STATION OPERATES

In this section we are seeking your comments on how well the framework of rules and procedures in the Station Access Conditions supports the effective and efficient operation and development of stations.

PART 1 -WORKS, REPAIRS AND MAINTENANCE PART D (MAJOR STATIONS PART 4)

This part of the questionnaire deals with procedures and obligations for repair, maintenance and pre-existing agreement works which are not covered by Part C (Part 3).

40. Have you ever used Part D (Part 4)?

2 Yes	1 No
Railtrack landlord Major stations	

9 Yes	8 No
SFO inc. Railtrack	

5 Yes	12 No
Beneficiary of any station	

If yes, please give examples, if no please go to question 42

D4 notice served on Railtrack (2)
Maintenance and Repair obligations (4)
To deal with statutory inspections (1)
Drainage (1)

41. Are the procedures set out in Part D (Part 4) generally followed?

2 Yes	0 No
Railtrack landlord Major stations	

9 Yes	2 No
SFO inc. Railtrack	

5 Yes	2 No
Beneficiary of any station	

Please provide details of any problems you have encountered with the procedures in Part D (Part 4):

- Speed with which Railtrack undertake their obligations (2)**
- Railtrack have disputed ownership responsibility (1)**
- The wording of obligations is ambiguous (1)**
- D2.3 does not work well. It would work better if SFO makes all the notifications (1)**
- Repairs to buildings not previously occupied (1)**
- Large scale defects are difficult for a TOC to rectify (1)**

42. Is the split between repair, maintenance and renewal clear? If not, please give examples where confusion has arisen.

0 Yes	2 No
Railtrack landlord Major stations	

8 Yes	11 No
SFO inc. Railtrack	

9 Yes	5 No
Beneficiary of any station	

Comments:

- CIS equipment/telecoms (6)**
- Testing electrical installations (2)**
- Ownership of assets provided by third parties (1)**
- Life expiry of equipment (2)**
- Vandalism vs. wear and tear (1)**
- Additional costs if repair is not SFO responsibility (1)**
- Disagreement over interpretation of maintenance (2)**

43. Could the division of responsibilities for repair, maintenance and renewal between Train Operating Companies and Railtrack at franchised stations be changed to improve clarity and/or result in cost efficiencies and service improvements for passengers?

14 Yes 4 No

If yes, please explain how

- One body to have total responsibility (2)**
- Station specific regime (1)**
- Increase responsibility for TOC, accompanied by a decrease in LTC (4)**
- Railtrack should keep responsibility for structural maintenance (2)**
- Make Railtrack responsible for maintenance and repair of their assets with liquidated damages payable to TOCs for failure to perform (1)**

44. Have you encountered contradictions between obligations under the station access regime and obligations owed to third parties (e.g. PTEs, OPRAF and adjoining land owners)? If so, please give examples and state how such contradictions are being overcome.

8 Yes 13 No

Comments:

- SQUIRE regime (2)**

Reluctance of PTE to recognise new station contractual framework (1)
Conflict with council over ownership of car parks (1)
Problems with LUL (1)

45. Are the Station Access Conditions sufficient to ensure station facilities are well maintained without additional procedures or operational agreements?

8 Yes 13 No

If no, please explain what additional procedures or agreements you have had to put in place

Management time to ensure delivery (4)
Reviews and liaison (1)
Maintenance site visits (1)
Helpdesk (1)

46. Have you ever undertaken physical changes pursuant to the Minor Works procedure? If yes, please explain whether the procedure operated well. If no, please explain why it is not used.

6 Yes 8 No Not Applicable

Comments:

No problems (4)
Unaware of the procedure (1)
Not clear about the procedure (1)

PART 2 - ACCESS CHARGING PART F (MAJOR STATIONS PART 6)

This part deals with the financial arrangements, procedures for accounting and allocation of costs contained within Part F (Part 6) of the Station Access Conditions. Questions 47 to 50 are for Station Facility Owners (SFOs). Questions 51 to 53 are for beneficiaries.

47. Do the procedures adequately deal with the practical issues of accounting? If not, please give examples and comment where the procedures could be improved.

12 Yes 9 No

Comments:

Complex and hard to understand (3)
Concerns over the fixed charge negotiating timetable (4)
Year end accounts close before an SFOs obligation to quantify the final position expires (1)
No right of inspection to support abatement claims(1)
Suggest charges based on period 1-9 actuals and include next years planned changes (1)

48. Are the SFO's accounting obligations sufficiently clear? If not please outline any difficulties you have experienced as a result.

14 Yes 7 No

Comments:

Differences in interpretation (4)
Deadlines have been missed (1)

49. Do you find the accounting requirements to be an excessive administrative burden? If yes, please explain why.

5 Yes 16 No

Comments:

Requirements for accounts for individual stations with no passenger beneficiaries (1)
Calculation of QX too onerous (1)
Half year accounts too time-consuming (1)
Manually counting vehicle departures is not ideal (1)
Our structure of cost centres is not geared to obligations (1)

50. If you are not using the accounting procedures, what processes do you use?

.....
.....

51. Where you are a Beneficiary, have you ever carried out an audit of an SFO's station accounts? If yes, what was the result, and did you experience any problems?

10 Yes 11 No

Comments:

Various misallocations and errors were found (5)
Difficulty accessing the correct documentation (2)
Qx reductions resulted (3)

52. Does the option to require a fixed charge incentivise the SFO to operate more efficiently? Please give reasons for your response.

12 Yes 4 No

Comments:

It will incentivise the SFO to reduce costs (5)
Better clarity (1)
Ensures budgeted costs are not exceeded (2)
Allows beneficiaries to question charges (1)
Depends on the real costs the SFO incurs (2)
Good idea for Major Stations (2)
The SFO has sufficient incentive anyway (1)

53. If the SFO were to offer a fixed charge for greater than one year, would you find this attractive? Please give reasons for your answer.

19 Yes 1 No

Comments:

Greater certainty (3)
Easier budgeting and less admin. (7)
Allows beneficiary to concentrate inconsistent delivery (2)
Provided the price is right (4)
Need to ensure there is no padding (2)
If the SFO took all the risk on staff costs and maintenance (1)

54. Do you consider the methods for allocating charges between operators to be fair? If not, please suggest alternatives?

13 Yes	5 No
SFO	

13 Yes	6 No
Beneficiary	

Comments:

- Passenger census or train movements weighted by passenger census (2)**
- Footfall allocation could be more robust (1)**
- A formula related to square footage and associated footfall (2)**
- ORCATs could be used**
- Allocate charges based on the £value of passengers for each operator (1)**
- Clarify what is a common service or exclusive service at local level (1)**

55. Do you feel adequately informed about the payments you should receive and the charges you should pay?

0 Yes	1 No
Railtrack landlord Major stations	

13 Yes	4 No
SFO inc. Railtrack	

9 Yes	8 No
Beneficiary of any station	

Comments:

- There is 'creative accounting in QX estimates (2)**
- Lack of information provided (5)**
- Working on estimates can be misleading (1)**
- Still a 'grey' area (1)**
- Lack of transparency in charges (2)**

56. At Major Stations, are the obligations on Railtrack to minimise their costs of operating the station (e.g. tendering) working? Please give reasons for your answer and identify any ways in which incentives to reducing operating costs and charges could be improved.

3 Yes 17 No

Comments:

- No incentive for Railtrack to minimise costs(3)**
- The cost of tendered work is higher than franchised stations (3)**
- Railtrack's priorities are different to those of TOCs (2)**
- A fixed 2 year deal would incentivise Railtrack (1)**
- Lack of transparency (1)**
- There is a reluctance to question the Status Quo (2)**
- Railtrack tend to force their proposals through (1)**

57. Where you are a Beneficiary, do you consider you get value for money from:

a) station access charges?

5 Yes 12 No

If not, why not?:

- Not in the case of Major Stations (5)**
- Persistent non-delivery from SFOs (2)**

We pay a lot for access to one platform (1)
Facilities may be in excess of what we require (1)
Inflated by long term contracts for maintenance and cleaning (1)
There needs to be a more consistent approach (1)

b) exclusive services?

10 Yes 6 No

If not, why not?:

Difficulties in monitoring how well the service is provided (1)
Problems where provider is monopoly provider (2)
Concern over train despatch (1)

58. In 1998/99 financial year, what was the approximate total that:

	<u>QX (operating costs of common station services and amenities)</u>	<u>Long Term Charge</u>
a) You received from Beneficiaries?	£.....£.....	
b) You paid to other SFOs?	£.....	£.....

Please note that figures should exclude the cost of exclusive services.

PART 3 - RESOLVING DISPUTES AND DISAGREEMENTS (PART H AND L) (MAJOR STATIONS PARTS 8 AND 12)

This part deals with the effectiveness of the Station Access Conditions for resolving disputes and disagreements between operators about the provision of services and delivery of contractual obligations at stations.

59. Are the requirements and processes in Part L (Part 12) of the Station Access Conditions clear? If not, please explain what is not sufficiently clear.

2 Yes 0 No
Railtrack landlord

12 Yes 7 No
SFO inc. Railtrack Major stations

10 Yes 8 No
Beneficiary for any station

Comments:

Too complex/legalistic (4)
Who makes a claim to whom? (1)
Relationship between SFO daily LTC, Users daily LTC and the appropriate % to apply is confusing (1)
Abatement provisions are convoluted (1)
The exclusion of 7.1.2 & 7.1.3 in respect of obligations to pay liquidated sums

60. Have you ever had a dispute/disagreement with another company? If so, please give examples and explain how it was resolved and whether or not you were satisfied with the outcome giving reasons.

2 Yes 0 No
Railtrack landlord

11 Yes 5 No
SFO inc. Railtrack Major stations

11 Yes 3 No
Beneficiary for any station

Comments:

- Lack of transparency in access charges (4)**
- Abatement calculations (1)**
- Disagreements with Railtrack regarding repair and maintenance (4)**
- Disagreements over services provided (1)**
- Statutory electrical testing (1)**
- Resolved effectively internally (3)**
- Resolved through continual audit (1)**

61. In your experience, how often do disputes arise between parties to the Station Access Conditions?

- | | | |
|-----------------|----------|--------------------------|
| a) Never | 4 | Go to question 64 |
| b) Very rarely | 5 | |
| c) Occasionally | 9 | |
| d) Frequently | 6 | |
| e) All the time | 1 | |

If you answered c, d or e, what are the disputes mainly about?

- Charges (3)**
- Costs (2)**
- Poor delivery (3)**
- Branding (2)**
- Repair/maintenance (3)**
- Interpretation issues (2)**

62. Have you ever adopted, or been involved in, a less formal method of resolving disputes than those set out in the Station Access Conditions? If so, please outline the alternative process(es) adopted and indicate whether or not you were satisfied with the procedures used.

<p style="text-align: center;">2 Yes 0 No</p> <p style="text-align: center;">Railtrack landlord Major stations</p>	<p style="text-align: center;">7 Yes 7 No</p> <p style="text-align: center;">SFO inc. Railtrack</p>	<p style="text-align: center;">12 Yes 4 No</p> <p style="text-align: center;">Beneficiary for any station</p>
--	---	---

Comments:

- Common sense negotiation (6)**
- Director level (2)**
- Business review meetings (1)**
- Withholding something Railtrack requires (2)**
- Time-consuming resolution (2)**

63. Have formal remedies set out in the Station Access Conditions ever been invoked or threatened by you or another party? If so, please give examples commenting on the sufficiency of the remedy invoked (e.g. self help, indemnity, suspension/termination for breaches).

<p style="text-align: center;">2 Yes 0 No</p> <p style="text-align: center;">Railtrack landlord</p>	<p style="text-align: center;">7 Yes 9 No</p> <p style="text-align: center;">SFO inc. Railtrack Major stations</p>	<p style="text-align: center;">7 Yes 10 No</p> <p style="text-align: center;">Beneficiary for any station</p>
---	--	---

Comments:

Self help remedies (6)
Abatement induced (2)
Cumbersome procedures (1)
Remedies are insufficient (2)

64. Are the remedies available in the Station Access Conditions adequate to incentivise parties to perform their obligations correctly?

1 Yes	1 No
Railtrack landlord Major stations	

6 Yes	8 No
SFO inc. Railtrack	

5 Yes	9 No
Beneficiary for any station	

Comments:

Financial impact of the remedies is too low (5)
Concerns when Railtrack or the SFO do not have a direct interest on the service/amenity (1)

65. What other measures, not specifically provided for in the Station Access Conditions or agreements, have been taken by you or another party to rectify minor or major breaches in provision of services or delivery of contractual obligations? Please detail the results achieved where these were successful.

1 Yes	0 No
Railtrack landlord Major stations	

3 Yes	4 No
SFO inc. Railtrack	

7 Yes	3 No
Beneficiary for any station	

Comments:

Informal negotiation (3)
Withholding QX & LTC (2)
Threatened to stop using an unlit station (1)
Liaison with Railtrack account manager (2)

66. Have you ever made a claim against another party to the station access regime under the indemnity provisions contained in Part L (Part 12) of the Station Access Conditions or has any other party made a claim against you? If so, please provide details.

2 Yes	0 No
Railtrack landlord Major stations	

2 Yes	11 No
SFO inc. Railtrack	

5 Yes	12 No
Beneficiary for any station	

Comments:

Failure to provide lifts and SOLARI boards (1)
Closure of waiting room (1)
Burst water mains (1)

PART 4 - STATION REGISTER (PART I) (MAJOR STATIONS PART 9)

This part is about the requirements in the Access Conditions to establish and maintain Station Registers with all relevant agreements, information and documents. Questions 67 to 71 are for SFOs at franchised or Major stations to answer. If you are a Beneficiary only, please go to question 72.

67. For those stations you operate, how many Station Registers are established?
.....

68. If you answered 'one', how do you manage one register for all your stations?
.....

69. Have you established all your Station Registers?

8 Yes **12** No

If no, what is the reason for this?

Prioritisation of management time (2)

Resources (3)

70. Has an interested party ever asked to inspect one of your Station Registers?

0 Yes **20** No

If yes, how often does this arise and who asked to see it?:
.....

71. Where no Station Register currently exists, how has your Station Register information been made available to interested parties?
.....

72. Where you are a Beneficiary, have you ever inspected a Station Register set up by an SFO? If so, what were your general observations?

1 Yes **21** No

Comments:

No problems (1)

73. Have you ever inspected the Public Register maintained by ORR? If so, did it contain the information you required and do you have any suggestions for improving it?

5 Yes **21** No

Comments:

Opening hours could be longer (2)

PART 5 - OTHER POSITIVE OBLIGATIONS (PART N) (MAJOR STATIONS PART 14)

This part asks about other positive obligations within the Station Access Conditions, for example, station opening hours and emergency access.

74. Are any of the obligations in these Parts of the Station Access Conditions superfluous? If so, which and why?

4 Yes **17** No

Comments:

Formal station meetings - should only be held when needed (3)

N 1.6 never used (1)

75. Are there any additional positive obligations which ought to be included in the Station Access Conditions? If so, what and why?

9 Yes 10 No

Comments:

- Timed procedures for resolution of disputes (2)*
- Incentives to settle abatements timely (1)*
- Should be a definition of 'Quantum Charge' (3)*
- Obligation on Railtrack to reimburse the SFO for the cost of water leaks in underground pipes (2)*
- A requirement to maintain and provide information (1)*
- Evidence that obligations have been fulfilled (1)*
- Make QX payments within a laid down timescale (1)*

76. Do any of the positive obligations appear to conflict with any other obligations within the station access regime?

1 Yes 18 No

If yes, please state which and why:

Obligations on SFO to carry out works to maintain the level of facilities are hinderedby the need to obtain Railtrack permission (1)

PART 6 - OTHER PARTS OF THE ACCESS CONDITIONS

The following questions are about other parts within the Station Access Conditions on which we are seeking general observations only.

77. Which of the following Station Access Conditions have you used? Where relevant, please tick to indicate use. If you tick any, please comment on the circumstances, performance and working arrangements of these parts of the Station Access Conditions.

<u>Part</u>	<u>Franchised stations</u>		<u>Part</u>	<u>Major Stations</u>
E	Insurance	9	5	5
J	Rights Granted Over Adjacent Property	9		
	10.....	1		
K	Rights Reserved By Railtrack	10	11.....	2
M	Environmental Protection	7	13.....	2
O	Other Negative Obligations	8	15.....	1
P	Attribution Of Costs.....	7	16.....	3
Q	General.....	5	17.....	1

Comments:
.....
.....

78. Are there any circumstances which are not covered by the Station Access Conditions?

Stop an SFO entering into a commercial agreement with a TOC & avoiding station change (1)

SECTION 3 - MAKING CHANGES

This section asks about those parts of the Station Access Conditions which are intended to assist the development of, or change to, facilities at stations. We are particularly interested in whether the regime meets your operational requirements and business aspirations and would like comments on your experience of the change procedures.

PART 1 - MODIFICATIONS TO THE STATION ACCESS CONDITIONS AND STATION MEETINGS (PART B) (MAJOR STATIONS PART 2)

The following questions concern the processes for changing the Station Access Conditions themselves, rather than with the procedures for making physical changes to the station.

79. Do you fully understand the difference between the uses of Part B (Part 2) and Part C (Part 3)?

19 Yes 7 No

If no, please provide examples of situations where you have not been clear whether the proposed change should come within Part B (Part 2) or Part C (Part 3).

Confusion over what is or is not a Conditions change (1)

80. Have you ever used, or participated in the procedures, in Part B (Part 2) (in the past 2 years) in **isolation** to Part C (Part 3)?

8 Yes 17 No

If so, please give examples.

Change of a station name (1)

Change in the percentage of common charges in the SAAs (1)

Relocation of a ticket machine (1)

Rectification of errors in compilation (1)

Land Surrenders (1)

Car park extension (1)

81. Have you ever used, or participated in the procedures, in Part B (Part 2) (in the past 2 years) in **conjunction** with Part C (Part 3)?

16 Yes 8 No

If so, please give examples.

On every occasion (2)

Provision of new facilities (4)

Security projects (1)

Closure and relocation of the lost property office (1)

Signage (1)

Hotel redevelopment (1)

Tramlink proposals (1)

82. Do you think the procedures in Part B (Part 2) should be simplified?

16 Yes 9 No

If yes, how?

Remove HSE from parties to be consulted (2)

Amalgamate with Part C (2)

Re-write in Plain English, less long-winded (4)

Less emphasis on station meetings (3)
Create Templated forms for sign-off (1)
Make the process simpler for freight (1)
Limited General Approval (1)
Use the same process as for Material change (1)

83. Please comment on any specific problems you have encountered when dealing with the procedures in Part B (Part 2) and have you any suggestions for improvement?

SFOs are reluctant to document station meetings (2)
Lack of response from parties (1)
Railtrack have no right of appeal where a requisite majority have turned down a proposal under B4.1 (2)
We need help on interpretation (1)
Expand the range of General Approvals (1)

84. Do you attend Station Meetings for the purpose of progressing change issues?

12 Yes 12 No

If yes, please comment on their effectiveness:

Rarely called (3)
They should be held by exception/over the phone (2)
Often 'bogged down' by procedure/going through the motions (2)
Very effective (2)
Can be valuable for complex issues (1)

85. Do you find the procedures in Part B (Part 2) to be an administrative burden?

4 Yes	0 No
Railtrack landlord	

5 Yes	10 No
SFO inc. Railtrack Major stations	

4 Yes	10 No
Beneficiary for any station	

If yes, please state why:

The paperwork requirement exceeds the benefits (5)
It aids procrastination and delay (1)
Lack of understanding by others (1)
Lack of detail received (1)

PART 2 - CHANGES TO COMMON STATION AMENITIES AND COMMON STATION SERVICES (PART C) (MAJOR STATIONS PART 3)

The following questions are about the procedures for agreeing physical changes to the station other than repair, maintenance and certain works arising from the existing agreements and urgent works.

86. Have you experienced any difficulties in determining when Part C (Part 3) does and does not apply to a proposed course of action?

11 Yes 14 No

If so, please give examples.

Other TOCs do not follow the procedures (2)
General lack of experience (1)
Car parks outside the station boundary, but used for station parking (1)
Staff accommodation changes (1)
What is material? (1)

Signage on stations (1)

When a fire authority requires immediate works to be carried out (1)

Doubt over when C4.7 can be used to simplify things (1)

87. Have you ever had any involvement with Part C (Part 3):

a). As a proposer?

17 Yes	2 No
Franchised Stations	

7 Yes	7 No
Major Stations	

4 Yes	14 No
Beneficiaries	

b). As a respondent?

15 Yes	3 No
Franchised Stations	

14 Yes	1 No
Major Stations	

17 Yes	2 No
Beneficiaries	

If yes, please answer the following questions. **If no, please move on to question 104.**

88. Approximately how many times have you been involved in the procedure (in the past 2 years):

a). As an SFO?

- None (1)**
- 1 - 10 (6)**
- 11 - 20 (5)**
- 21 - 30 (2)**
- 31 - 40 (1)**
- 41+ (2)**

b). As a Beneficiary?

- None (1)**
- 1 - 10 (8)**
- 11 - 20 (4)**
- 21 - 30 (2)**
- 31 - 40 (1)**
- 41+ (1)**

89. What was the most common type of changes?

- General physical changes (5)**
- Automatic ticket gates (3)**
- Enhancements/upgrading facilities (5)**
- Station security/CCTV (2)**
- Help points/CIS (2)**
- SRP (3)**
- Opening hours (2)**
- Signage (2)**
- Boundary adjustments (1)**

90. In your experience, approximately how long does the change procedure in Part C (Part 3) take, from the formal proposal being issued to final approval (i.e. parties have agreed to the proposal and all regulatory consents, where required, have been received), in relation to the following?

TOC sponsored proposal Longest

1 - 3 months (4)
 3 - 6 months (5)
 6 - 9 months (2)
 9 - 12 months (2)
 1 year+ (3)

Shortest

1 - 4 weeks (11)
 4 - 8 weeks (3)

Average

0 - 2 months (10)
 2 - 4 months (6)
 4 months+ (1)

Railtrack sponsored proposal

Longest

1 - 3 months (3)
 3 - 6 months (2)
 6 - 9 months (2)
 9 - 12 months (1)
 1 year+ (5)

Shortest

1 - 4 weeks (5)
 4 - 8 weeks (4)
 8 weeks+ (1)

Average

0 - 2 months (30)
 2 - 4 months (7)
 4 months+ (1)

91. What is your view on the length of time the procedure takes from beginning to end?

14 Too Long 8 About Right 0 Too Short

If you believe it is too long or too short, why do you say that?

Lack of response from consultees (3)
Minor schemes take too long (2)
When everyone agrees there should be a fast-track system (1)
Railtrack proposals are more lengthy (1)
The list of consultees is too long (2)
Takes too long when Regulatory Approval required (1)
The SFO has the opportunity to delay (1)
If the market turns, developers will not wait (1)
It is an open-ended process (1)

92. Are train operators and Railtrack sufficiently incentivised by the Station Access Conditions to process change proposals quickly? If no, please provide suggestions as to how this could be achieved.

8 Yes 16 No

Comments:

- Invoke a financial penalty for delays (3)**
- Shorten the consultation period (1)**
- Simplify the procedure (1)**
- The SFO may delay to enhance its negotiating position (1)**
- For an SFO proposal, Railtrack should be able to set conditions for its approval (1)**
- Permit proposer to conduct the procedure at franchised stations (1)**

93. Have you encountered any major hurdles during the change procedure?

- a). As a proposer **14** Yes **8** No
- b). As a respondent **8** Yes **14** No

If yes, how were they overcome?

- Lengthy negotiation (4)**
- SFO funding exclusively (1)**
- TOCs carry on regardless (1)**

94. Do you think the procedures in Part C (Part 3) could be simplified?

- 18** Yes **5** No

If yes, how?

- Simple, plain English (3)**
- Templated sign off and objections (2)**
- Remove requirement to consult HSE and freight (6)**
- Have a joint proposal made by Railtrack and SFO (1)**
- Have more General Approvals (1)**
- Provide an easy to read Appendix (1)**
- Ensure OPRAF and ORR do not delay changes already agreed by all parties (2)**
- Have a specific period when questions should be raised (1)**
- Shorten response times (1)**
- Put Railtrack and Major changes under separate sections (1)**
- Have one type of change proposal (2)**

95. Did you find the change procedures in Part C (Part 3) to be an administrative burden?

3 Yes 0 No Railtrack landlord	13 Yes 3 No SFO inc. Railtrack Major stations	6 Yes 8 No Beneficiary for any station
--	---	--

If yes, please state why:

- Volume of paperwork required (5)**
- Lack of knowledge (4)**
- Too bureaucratic (2)**
- Time spent obtaining responses (2)**
- The number of minor changes requiring the procedure (1)**
- The requirement to copy consultee comments to all parties (1)**

96. Has the change procedure ever delayed or prevented you from making an improvement to station facilities for the benefit of passengers?

- 7** Yes **15** No

If so, which improvements have been delayed or prevented and please explain what happened?:

Delays rather than prevention (2)
It has delayed third party 'quick spend' offers (1)
The financial aspects often cause delay (1)

97. Do you consider the protections afforded to consultees of a Proposal for Change in Part C (Part 3) to be too much, too little or just right? Please give reasons for your response and suggest how the balance could be adjusted if appropriate.

Railtrack landlord 2 Too Much 0 Too Little 1 Just Right
--

SFO inc. Railtrack Major stations 4 Too Much 1 Too Little 13 Just Right

Beneficiary for any station 3 Too Much 1 Too Little 13 Just Right

Comments:

The timescales are adequate for proposals to be considered (2)
Too much protection for freight operators (1)
Small beneficiaries can be swamped by the requisite majority (1)
The SFO can demand a high level of detail (1)
There is a lack of uniformity in relation to reimbursement of costs for considering a change proposal (1)

98. On balance do you consider the change procedures in Part C (Part 3) to be an impediment or assistance to making changes and improvements to station facilities? Please explain your response.

Railtrack landlord 3 Impediment 0 Assistance
--

SFO inc. Railtrack Major stations 9 Impediment 7 Assistance
--

Beneficiary for any station 3 Impediment 12 Assistance

Comments:

As an SFO it is high admin, difficult and expensive (7)
As a beneficiary it protects us from damage to our business (2)
It offers a clear framework when dealing with facilities improvement (1)
It is a clear process with uniformity (1)
Can be used to obtain joint funding of a scheme (1)
The process needs to be streamlined (1)
The SFO can obtain commercial advantage out of the procedure (1)
It is a frustration (1)

99. Do you think the change procedures in the Station Access Conditions are a deterrent to investment at stations by third parties? If so, please explain what you think the reason is for this.

12 Yes 11 No

Comments:

Timescales and bureaucracy creates delay and loss of investment (3)
Third parties normally have to invest quickly (1)
The process does not match the speed of progression (1)
Funders want to eliminate risk and uncertainty (1)
There is a reluctance of Railtrack and TOCs to act as 'Champions' for third party schemes (2)

100. Is the change procedure clear in terms of which reasonable expenses and costs are to be reimbursed? Please outline any problems you have encountered.

15 Yes 8 No

Comments:

It is difficult to obtain costs/expenses from Railtrack (1)
Examples should be provided (1)
The TOCs usually treat the clause on a mutually beneficial basis (1)

101. Do the change procedures in Part C (Part 3) need to be adapted to cater for the requirements of freight operators more efficiently?

10 Yes 11 No

If so, how?:

Remove the need for agreement from freight companies on issues that do not affect them (7)
Simplify by a use of standard pro-formas (1)
Their needs should be addressed clearly and simply (1)

102. Do the procedures for each type of change adequately cover the issues needing to be addressed and the persons to be consulted? If no, please give examples of circumstances that you do not think are adequately covered.

20 Yes 3 No

Comments:

103. With regard to Major stations, has the change procedure in Part 3 of the Station Access Conditions given rise to issues which are not applicable to franchised stations?

4 Yes 14 No

If yes, please provide details:

It is difficult to obtain costs/expenses from Railtrack (1)

PART 3 -STATION INVESTMENT BY THIRD PARTIES

This part of the questionnaire is about investment at stations by third parties.

104. Have you ever had experience of seeking to work with third parties wishing to carry out work at stations that you operate or access?

20 Yes 6 No - go to question 107

If yes, please give examples of the investment work carried out or proposed, dealing with PTEs, other transport undertakers (e.g. metro systems, light rail operators), commercial parties and County Councils separately.

PTEs

Station refurbishment and enhancement (2)

Transport Undertakers

Signage for bus services (1)

Railway Heritage (1)

Croydon Tramlink (1)

Commercial Parties

Forecourt works (1)

Parking (1)

Retail tenants (1)

Developers (1)

County Councils

Cycle stands

Disabled ramps

Forecourt improvements

Lifts

Passenger Information project

Other

Airports

105. When dealing with third party proposals for work at stations, what procedures did you adopt? Did you establish any different procedures to those in Part C (Part 3)?

No different procedures (4)

Minor closure (1)

Licence agreement (1)

106. Does the station access regime need to be changed to enable the legitimate aspirations or requirements of third parties to be implemented more easily? If your answer is yes, how could this be done without compromising the interests of Railtrack, the SFO and access beneficiaries?

4 Yes

6 No

Comments:

Speed up the process (1)

Provide third parties with a better understanding of the process (2)

Separate the contractual relationship from the commercial one (1)

107. Are the arrangements by which Railtrack are able to grant wayleaves without first going through the change procedure (Condition G6) working satisfactorily? If not, please explain the problems you have encountered.

11 Yes 4 No

Comments:

This sometimes takes as long as the change procedure (1)
The zones do not always understand the process (1)
Railtrack have granted wayleaves without involving us (1)

- General Comments. Please use this section to comment on any other issues regarding the station access regime which you feel have not been covered in the questionnaire, or which you believe require further investigation or research.

We believe that at Major stations, beneficiaries are paying for staff who should be included in QX (1)

THANK YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE.

PLEASE RETURN IT TO:

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