

**Station Licence**  
granted to  
**DfT OLR3 Limited**

*Last modified 20 September 2023 to take account of changes to condition 6.*

**Reference Number: UK 03 2019 0004**

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*Note: Conditions 8 and 17-26 are not used in this licence.*

# Part I - Scope

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1. The Office of Rail and Road (“ORR”), in exercise of the powers conferred by section 8 of the Railways Act 1993 (as amended) (“the Act”), hereby grants to DfT OLR3 Limited, company registration number 03076444, (“the licence holder”) a licence authorising the licence holder:
  - (a) to be the operator of the stations listed in the Schedule  
subject to the Conditions set out in Part III.
2. This licence shall come into force on 22 August 2019 and shall continue in force unless and until revoked in accordance with Part IV.

22 August 2019

Signed by authority of the  
Office of Rail and Road

# Part II - Interpretation

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1. In this licence:

“comply” is to be interpreted in accordance with ORR’s most recently published licensing guidance.

“control” (a) A person is taken to have control of the licence holder if he exercises, or is able to exercise or is entitled to acquire, direct or indirect control over the licence holder’s affairs, and in particular if he possesses or is entitled to acquire:

(i) 30% or more of any share capital or issued share capital of the licence holder or of the voting power in the licence holder; or

(ii) such part of any issued share capital of the licence holder as would, if the whole of the income of the licence holder were in fact distributed among the participators (without regard to any rights which he or any other person has as a loan creditor), entitle him to receive 30% or more of the amount so distributed; or

(iii) such rights as would, in the event of the winding-up of the licence holder or in any other circumstances, entitle him to receive 30% or more of the assets of the licence holder which would then be available for distribution among the participators.

(b) Subsections (4) to (6) of section 416 of the Income and Corporation Taxes Act 1988, and the legislative provisions referred to in those subsections, apply to the interpretation of paragraph (a) in the same way that they apply to the interpretation of subsection (2) of section 416 of that Act;

“licensed activities”	means things authorised to be done by the licence holder in its capacity as operator of stations pursuant to this licence.
“LTUC”	means the London Transport Users Committee and any successor to LTUC which performs the same functions.
“the PRO Regulation”	means Regulation (EC) No.1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers’ rights and obligations.
“the PC”	means the Passengers’ Council and any successor or delegated body which performs the function of the PC.
“RSSB”	means Rail Safety and Standards Board Limited (a company limited by guarantee and registered in England and Wales under number 04655675), and its successors and assigns.
“station”	includes light maintenance depot insofar as any station is also a light maintenance depot.

2. Any reference in this licence to a numbered paragraph is a reference to the paragraph bearing that number in the Condition in which the reference occurs.
3. In interpreting this licence, headings shall be disregarded.
4. Where in this licence the licence holder is required to comply with any obligation within a specified time limit, that obligation shall be deemed to continue after that time limit if the licence holder fails to comply with that obligation within that time limit.
5. Where in this licence there is a provision for ORR or the Secretary of State to give consent, such consent may be given subject to conditions.
6. The Interpretation Act 1978 shall apply to this licence as if it were an Act.
7. The provisions of section 149 of the Act shall apply for the purposes of the service of any document pursuant to this licence.
8. Unless the context otherwise requires, terms and expressions defined in the Act and the Railways Act 2005 shall have the same meanings in this licence.

# Part III - Conditions

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## **Condition 1: Insurance against Third Party Liability**

1. The licence holder shall, in respect of licensed activities, maintain insurance against third party liabilities in accordance with any relevant ORR general or specific approval, as amended from time to time.

## **Condition 2: Claims Allocation and Handling**

1. The licence holder shall, except in so far as ORR may otherwise consent, at all times be a party to and comply with such agreements or arrangements (as amended from time to time) relating to:
  - (a) the handling of claims against operators of railway assets; and
  - (b) the allocation of liabilities among operators of railway assetsas may have been approved by ORR.
  
2. Except with the consent of ORR, the licence holder shall not, in relation to any of the agreements or arrangements described in paragraph 1 (the “relevant claims handling arrangements”), enter into any agreement or arrangement with any other party to the relevant claims handling arrangements:
  - (a) under which the licence holder agrees not to exercise any rights which it may have under any of the relevant claims handling arrangements; or
  - (b) varying the relevant claims handling arrangementsother than as provided for under the terms of the relevant claims handling arrangements.

### **Condition 3: Passenger Rights**

1. The licence holder shall comply with articles 18 and 29 of the PRO Regulation.



#### **Condition 4: Information for Passengers**

2. The licence holder shall cooperate with train operators so far as is reasonably necessary to enable them to meet their obligations to provide information to passengers.

## **Condition 5: Accessible Travel Policy**

1. The licence holder shall establish and thereafter comply with:
  - (a) a statement of policy; and
  - (b) a detailed body of arrangements, procedures, services and other benefits to be implemented or provided by the licence holder, designed to protect the interests of people who are disabled in their use of stations operated by the licence holder and to facilitate such use (together the “ATP”).
2. In establishing the ATP and in making any change to it, the licence holder shall have due regard to the code of practice published by the Secretary of State pursuant to section 71B of the Act and to articles 19(1), 21, 22 and 24 of the PRO Regulation.
3. The licence holder shall not establish, or make any material changes (save in respect of paragraph 4(b)), to the ATP unless and until:
  - (a) the PC and, where appropriate, LTUC has been consulted; and
  - (b) the licence holder has submitted the ATP, or (as the case may be) the proposed change, to ORR and ORR has approved it.
4. Where ORR requires the licence holder to carry out a review of the ATP or any part of it or the manner in which it has been implemented, with a view to determining whether any change should be made to it, the licence holder shall:
  - (a) promptly carry out a review and submit a written report to ORR setting out the results or conclusions; and
  - (b) make such changes to the ATP, or the manner in which it is implemented, as ORR may reasonably require after ORR has received a report under paragraph 4(a) and consulted the licence holder, the PC and, where appropriate, LTUC.
5. The licence holder shall:
  - (a) send a copy of the ATP and of any change to it to ORR and the PC and, where appropriate, LTUC;

- (b) in a place of reasonable prominence at each station operated by the licence holder, display or procure the display of a notice giving the address from which a current copy of the statement may be obtained; and
  - (c) make available free of charge a current copy of the statement to any person who requests it.
6. Nothing in this Condition shall oblige the licence holder to undertake any action that entails excessive cost, taking into account all the circumstances including the nature and scale of licensed activities.

## Condition 6: Complaints Handling

1. The licence holder shall establish and thereafter comply with a procedure for handling complaints relating to licensed activities from its customers and potential customers. The procedure shall comply with the Complaints Code of Practice.
2. Not used
3. Not used
4. Not used
5. Alternative Dispute Resolution:
  - (a) The licence holder shall become and thereafter remain, a member of the Relevant ADR Scheme;
  - (b) the licence holder shall comply with its obligations under the Relevant ADR Scheme; and
  - (c) the licence holder shall make such payments as required for the Relevant ADR Scheme on the terms notified to the licence holder in writing by ORR.
6. For the purposes of this Condition:

“Relevant ADR Scheme” means:

  - the alternative dispute resolution scheme procured by ORR and approved by the Designated Competent Authority.

“Complaints Code of Practice” means:

  - the Complaints Code of Practice published by ORR, as amended from time to time.

“Designated Competent Authority” means:

  - the relevant Designated Competent Authority under The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.

## Condition 7: Liaison with the PC and LTUC

1. Whenever reasonably requested to do so by the PC and LTUC (as relevant) the licence holder shall meet with the PC and LTUC (as relevant) to discuss and review such matters as the PC and LTUC (as relevant) may wish to consider in connection with its functions under Part I of the Act including the handling of complaints made about an alleged infringement of the PRO Regulation. The licence holder shall not under this Condition be obliged to attend more than two meetings with the PC and LTUC (as relevant) in any calendar year.
2. The licence holder shall provide the PC and LTUC (as relevant) with such information as satisfies all the following conditions:
  - (a) the PC and LTUC (as relevant) reasonably requests the information for the proper performance of its functions under Part I of the Act;
  - (b) no undue burden is imposed on the licence holder in procuring or furnishing the information; and
  - (c) the information would normally be available to the licence holder, unless the PC and LTUC (as relevant) considers the information essential to enable it to exercise its functions under Part I of the Act.
3. In every calendar year in which the licence holder meets with the PC and, where appropriate, LTUC pursuant to paragraph 1, the licence holder shall be represented by one or more senior executives of the licence holder in at least one meeting with the PC and LTUC (separately or jointly).
4. Where the licence holder holds another licence each number specified as a maximum or minimum in this Condition shall apply jointly to meetings under this Condition and to meetings under any corresponding condition in that other licence.
5. Where:
  - (a) the licence holder and the PC or LTUC, or both disagree as to the reasonableness of a request made to the licence holder by the PC or LTUC, or both under paragraph 1 or paragraph 2;
  - (b) either party refers the dispute to the Secretary of State; and
  - (c) the Secretary of State determines that the request is reasonablethe licence holder shall promptly thereafter comply with the request.

## Condition 9: Safety and standards

1. The licence holder shall comply with:
  - (a) such Railway Group Standards as are applicable to its licensed activities; and
  - (b) subject to paragraph 2, such Rail Industry Standards (or parts thereof) as are applicable to its licensed activities.
2. The licence holder is not required to comply with an applicable Rail Industry Standard (or part thereof) where:
  - (a) it has, following consultation with such persons as it considers are likely to be affected, identified an equally effective measure which will achieve the purpose of the standard; and
  - (b) it has adopted and is complying with that measure.
3. In this Condition:

“Railway Group Standards” means standards authorised pursuant to the Railway Group Standards Code prepared by RSSB; and

“Rail Industry Standards” has the meaning set out in the Standards Manual, established by RSSB.

## **Condition 10: Environmental Matters**

1. The licence holder shall establish a written policy designed to protect the environment from the effect of licensed activities, together with operational objectives and management arrangements (together “the environmental arrangements”).
2. The environmental arrangements shall:
  - (a) take due account of any relevant guidance issued by ORR;
  - (b) be effective within six months beginning with the day on which this licence comes into force; and
  - (c) be reviewed by the licence holder periodically, and otherwise as appropriate.
3. Nothing contained in paragraph 1 shall oblige the licence holder to undertake any action that entails excessive cost taking into account all the circumstances, including the nature and scale of operations of the type carried out by the licence holder.
4. The licence holder shall, upon establishment and any material modification of the environmental arrangements, promptly send ORR a current copy of the policy together with a summary of the operational objectives and management arrangements.
5. The licence holder shall act with regard to the policy and operational objectives and use its reasonable endeavours to operate the management arrangements effectively.

## **Condition 11: Payment of Fees**

1. In respect of the year beginning on 1 April 2019 and in each subsequent year, the licence holder shall render to ORR a payment which is the aggregate of the following amounts:
  - (a) the annual fee applicable to this licence, as determined by ORR; and
  - (b) an amount which shall represent a fair proportion as determined by ORR of the amount estimated by ORR (in consultation with the Competition and Markets Authority) as having been incurred in the calendar year immediately preceding the 1 April in question by the Competition and Markets Authority in connection with references made to it under section 13 of the Act with respect to this licence or any class of licence of which ORR determines that this licence forms part.
2. The payment shall be rendered by the licence holder within such time as ORR may require, being not less than 30 days beginning with the day on which ORR gives notice to the licence holder of its amount.



## **Condition 12: Change of Control**

1. The licence holder shall, if any person obtains control of the licence holder, notify ORR as soon as practicable thereafter.

**Condition 13: Non-Discrimination**

1. Except in so far as ORR may otherwise consent, the licence holder shall not in its licensed activities, or in carrying out any other function contemplated by this licence, unduly discriminate between particular persons or between any classes or descriptions of person.

## **Condition 14: Emergency Access**

1. During any emergency affecting the railway, the licence holder shall, to the extent that it is legally entitled to do so, grant to any person requesting it such permission to use any station of which the licence holder is the operator pursuant to this licence as is necessary or expedient to alleviate the effects of the emergency.

## **Condition 15: Co-operation with Transport for London**

1. The licence holder shall co-operate with Transport for London (“TfL”) for the purpose of:
  - (a) ensuring the efficient operation of railway services and the provision of railway facilities; and
  - (b) co-ordinating, where possible, anticipated investment projectsto the extent that such matters affect or may affect both the licence holder’s and TfL’s provision of railway services.

### **Condition 16: Changes to the Schedule**

1. If the licence holder serves notice on ORR requesting that it be authorised to operate an additional station, that station shall be added to the Schedule on the date ORR receives the notice.
2. If, within 30 days of receiving the notice referred to in paragraph 1, ORR serves notice on the licence holder that it objects to such authorisation, that station shall be removed from the Schedule on the date the licence holder receives the notice.
3. If the licence holder ceases to be the operator of any station listed in the Schedule, the licence holder shall, within 30 days, serve notice on ORR of such cessation. That station shall be removed from the Schedule on the date ORR receives the notice.

**Condition 27: Station asset information**

1. The licence holder shall provide to ORR such information as ORR may reasonably require about the station assets, including their condition, capability and capacity.
2. At ORR's request, the licence holder shall commission and pay for an independent audit of such information and provide a copy of the audit report to ORR.

## Part IV - Revocation

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1. ORR may (after having consulted the appropriate franchising authority where the licence holder is a franchise operator) revoke this licence at any time if agreed in writing by the licence holder.
2. ORR may (after having consulted the appropriate franchising authority where the licence holder is a franchise operator) revoke this licence by not less than three months' notice to the licence holder:
  - (a) if a final order has been made, or a provisional order has been confirmed under section 55 of the Act, in respect of any contravention or apprehended contravention by the licence holder of any Condition, and the licence holder does not comply with the order within a period of three months beginning with the day on which ORR gives notice to the licence holder stating that this licence will be revoked pursuant to this term if the licence holder does not so comply; provided that ORR shall not give any such notice before the expiration of the period within which an application could be made under section 57 of the Act in relation to the order in question or before any proceedings relating to any such application are finally determined;
  - (b) if the licence holder has not commenced carrying on licensed activities within one year beginning with the day on which this licence comes into force or if the licence holder ceases to carry on licensed activities for a continuous period of at least one year;
  - (c) if the licence holder is convicted of an offence under section 146 of the Act in making its application for this licence; or
  - (d) if a person obtains control of the licence holder and:
    - (i) ORR has not approved such obtaining of control;
    - (ii) within one month of that obtaining of control coming to the notice of ORR, ORR serves notice on the licence holder stating that ORR proposes to revoke this licence in pursuance of this paragraph unless the person who has obtained control of the licence holder ceases to have control of the licence holder within the period of three months beginning with the day of service of the notice; and

(iii) that cessation of control does not take place within that period.

3. ORR may (after having consulted the appropriate franchising authority where the licence holder is a franchise operator) revoke this licence by not less than 10 years' notice, such notice not to be given earlier than 25 years after the date this licence takes effect.



# Schedule - List of Stations

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The below stations will be operational from 1 March 2020.

Accrington	Bare Lane	Bootle (Cumbria)
Acklington	Barnsley	Bradford Forster Square
Adlington (Cheshire)	<del>Barrow Haven</del> (removed 16/05/21)	Bradford Interchange
Adlington (Lancs)	Barrow-in-Furness	Bramhall
Adwick	<del>Barton-on-Humber</del> (removed 16/05/21)	Bramley (W Yorks)
Alderley Edge	Batley	Brampton (Cumbria)
Allens West	Battersby	Braystones
Alnmouth	Belle Vue	Bredbury
Althorpe	Bempton	Bridlington
Altrincham	Ben Rhydding	Brierfield
Ansdell & Fairhaven	Bentham	Brigg
Apperley Bridge	Bentley(South Yorks)	Brighouse
Appleby	Berry Brow	Brinnington
Appley Bridge	Bescar Lane	Broad Green
Ardwick	Beverley	Broadbottom
Armathwaite	Billingham	Brockholes
Arnside	Bingley	Bromley Cross
Arram	Birchwood	Broomfleet
Ashburys	Bishop Auckland	Bryn
Ashley	Blackburn	Buckshaw Parkway
Ashton-under-Lyne	Blackpool North	Burley Park
Askam	Blackpool Pleasure Beach	Burley-in-Wharfedale
Aspatria	Blackpool South	Burnage
Atherton	Blackrod	Burneside (Cumbria)
Baildon	Blaydon	Burnley Barracks
Bamber Bridge	Bolton	Burnley Central
Bamford	Bolton-upon-Dearne	Burnley Manchester Road
Bardon Mill		Burscough Bridge

Burscough Junction	Crossflatts	Eccleston Park
Buxton	Croston	Edale
Cark & Cartmel	Crowle	Edge Hill
Carnforth	Cuddington	Egton
Castleford	Daisy Hill	Elsecar
Castleton	Dalston (Cumbria)	Entwistle
Castleton Moor	Dalton (Cumbria)	Euxton Balshaw Lane
Cattal	Danby	Fairfield
Chapel-en-le-Frith	Darnall	Farnworth
Chapelton	Darton	Featherstone
Chassen Road	Darwen	Ferriby
Chathill	Davenport	Filey
Cheadle Hulme	Deansgate	Fitzwilliam
Chelford	Deighton	Flimby
Cherry Tree	Delamare	Flixton
Chester-le-Street	Denby Dale	Flowery Field
Chinley	Dent	Foxfield
Chorley	Denton	Frizinghall
Church & Oswaldtwistle	Dinsdale	Furness Vale
Church Fenton	Dinting	Gainsborough Central
Clapham (North Yorkshire)	Disley	Garforth
Clifton	Dodworth	Gargrave
Clitheroe	Dore & Totley	Garsdale
Colne	Dove Holes	Garswood
Commondale	Driffield	Gathurst
Congleton	Drigg	Gatley
Conisbrough	Dronfield	Giggleswick
Cononley	Dunston	Gilberdyke
Corbridge	Eaglescliffe	Glaisdale
Corkickle	Earlestown	Glasshoughton
Cottingham	East Didsbury	Glazebrook
Cottingley	East Garforth	Glossop
Cramlington	Eastrington	Godley
Cross Gates	Eccles	Goldthorpe

Goole	Haydon Bridge	Ilkley
Goostrey	Hazel Grove	Ince
Gorton	Headingley	Ince & Elton
<del>Goxhill</del> (removed 16/05/21)	Heald Green	Irlam
Grange-over-Sands	<del>Healing</del> (removed 16/05/21)	James Cook
Great Ayton	Heaton Chapel	Kearsley
<del>Great Coates</del> (removed 16/05/21)	Hebden Bridge	Keighley
Green Road	Heighington	Kendal
Greenbank	Hellifield	Kents Bank
Greenfield	Hensall	Kildale
<del>Grimby Docks</del> (removed 16/05/21)	Hessle	Kirk Sandall
Grindleford	Heworth	Kirkby Stephen
Grosmont	Hexham	Kirkby-in-Furness
Guide Bridge	Heysham Port	Kirkham & Wesham
Guiseley	Hindley	Kirkstall Forge
Gypsy Lane	Holmes Chapel	Kirton Lindsey
<del>Habrough</del> (removed 16/05/21)	Honley	Kiveton Bridge
Hadfield	Hope (Derbyshire)	Kiveton Park
Hag Fold	Horden (added 29/07/20)	Knaresborough
Hale	Hornbeam Park	Knottingley
Halewood	Horsforth	Knutsford
Halifax	Horton-in-Ribblesdale	Langho
Hall i' th' Wood	<del>Horwich Parkway</del> (removed 01/02/21)	Langwathby
Haltwhistle	Hoscar	Layton
Hammerton	Hough Green	Lazonby & Kirkoswald
Handforth	Howden	Lea Green
Hapton	Humphrey Park	Lealholm
Harrington	Huncoat	Levenshulme
Harrogate	Hunmanby	Leyland
Hartlepool	Hutton Cranswick	Littleborough
Hatfield & Stainforth	Huyton	Lockwood
Hathersage	Hyde Central	Long Preston
Hattersley	Hyde North	Longbeck
		Lostock

Lostock Gralam	Mossley Hill	Pontefract Monkhill
Lostock Hall	Moston	Pontefract Tanshelf
Low Moor	Mouldsworth	Poppleton
Lytham	Mytholmroyd	Poulton-le-Fylde
Manchester Oxford Road	Nafferton	Poynton
Manchester United Football Ground	Navigation Road	Prescot
Manchester Victoria	Nelson	Prestbury
Manors	Nethertown	Prudhoe
Marple	<del>New Clew</del> (removed 16/05/21)	Rainford
Marsden	<del>New Holland</del> (removed 16/05/21)	Rainhill
Marske	New Lane	Ramsgreave & Wilpshire
Marton	New Mills Central	Ravenglass
Maryport	New Mills Newtown	Ravensthorpe
Mauldeth Road	New Pudsey	Rawcliffe
Meadowhall	Newton Aycliffe	Redcar British Steel
Menston	Newton for Hyde	Redcar Central
Meols Cop	Newton-le-Willows	Redcar East
Metrocentre	Normanton	Reddish North
Mexborough	North Road (Darlington)	Reddish South
Micklefield	Northwich	Ribblehead
Middlewood	Nunthorpe	Riding Mill
Mill Hill (Lancashire)	Orrell	Rishton
Millom	Outwood	Roby
Mills Hill	Padgate	Rochdale
Mirfield	Pannal	Romiley
Mobberley	Parbold	Roose
Moorside	Parton	Rose Grove
Moorthorpe	Partricroft	Rose Hill Marple
Morecambe	Pegswood	Rotherham Central
Morley	Pemberton	Rufford
Morpeth	Penistone	Ruswarp
Moses Gate	Pleasington	Ryder Brow
Moss Side	Plumley	Salford Central
Mossley	Pontefract Baghill	Salford Crescent

Saltaire	<del>Stallingborough</del> (removed 16/05/21)	Weeton
Saltburn		Wennington
Saltmarshe	Stanlow & Thornton	West Allerton
Salwick	Starbeck	Westhoughton
Sandal & Agbrigg	Staveley (Cumbria)	Wetheral
Sandbach	Steeton & Silsden	Whaley Bridge
Sankey for Penketh	Stocksfield	Whalley
Seaham	Stocksmoor	Whiston
Seascale	Stockton	Whitby
Seaton Carew	Streethouse	Whitehaven
Sellafield	Strines	Whitley Bridge
Settle	Styal	Widdrington
Shepley	Sunderland	Widnes
Sherburn-in-Elmet	Swinton (Manchester)	Wigan Wallgate
Shildon	Swinton (South Yorks)	Wigton
Shipley	Teesside Airport	Wilmslow
Shireoaks	Thatto Heath	Windermere
Silecroft	Thorne North	Wombwell
Silkstone Common	Thorne South	Woodhouse
Silverdale	<del>Thornton Abbey</del> (removed 16/05/21)	Woodlesford
Skipton	Thurnscoe	Woodley
Slaithwaite	Todmorden	Woodsmoor
Sleights	Trafford Park	Workington
Smithy Bridge	<del>Uley</del> (removed 16/05/21)	Worksop
Snaith	Ulleskelf	Wressle
South Bank	Ulverston	Wylam
South Elmsall	Upholland	
South Milford	Urmston	
Sowerby Bridge	Wakefield Kirkgate	
Squires Gate	Walkden	
St Annes-on-the-Sea	Walsden	
St Helens Central	Warrington Central	
St Helens Junction	Warrington West	
St. Bees	Wavertree Technology Park	