

## Annex D

### Response to TFL's Application pursuant to Regulations 29 and 30 of The Railways Infrastructure (Access and Management) Regulations 2005

<b>Page &amp; Para No</b>	<b>HAL Comment</b>
Page 1, Para 1	-
Page 1, Para 2	-
Page 1, Para 3	-
Page 2, Para 4	This is untrue, HAL was encouraged by DfT to extend the timeline to publish our Network Statement and Network Code as the Crossrail Sponsors wanted to continue to negotiate changes to our position. HAL acquiesced to this.
Page 2, Para 5	After which, dialogue and responses between the Crossrail Sponsors and HAL continued for many months.
Page 2, Para 6	Discussions continued with the Crossrail Sponsors throughout this period without agreeing final changes. The Crossrail Sponsors were well aware that all changes needed to be incorporated with any question over charges resolved. As we agreed at the time it was likely that a further consultation may be needed if significant changes were required there was benefit in holding back on piecemeal updates.
Page 2, Para 7	This is simply not true – we were in constant discussion with the Crossrail Sponsors giving full explanations. Very in depth discussion took place – it was agreed both sides should continue to revisit all the objections and responses to avoid any misinterpretation.
Page 2, Para 8	Discussed at length, as the Minutes will show, the parties could not reach an agreement. Our positions were opposed and neither party was able to change position.
Page 3, Para 9	The Crossrail Sponsors were invited to join and on occasion sent a representative tri-partite workshop sessions with NR. Action plans were produced and shared with the Crossrail Sponsors at each of the meetings that followed during the last quarter of 2015. It is somewhat disturbing to create a different impression.
Page 3, Para 10	Changes to drafting had been provided to the Crossrail Sponsors piece by piece, they were well informed. HAL had continued to wait for the ORR decision on charging in order to include in its final drafting for December 2015. Unfortunately more time was required to reach the charging decision so in the meantime HAL published its interim documentation so as not to delay further.
Page 3, Para 11	This is entirely untrue. HAL and the Crossrail Sponsors met on many occasions (without taking into account meetings cancelled by the Crossrail Sponsors). The meetings, at times were tense and adversarial, HAL has remain committed throughout.

Page 3, Para 12	-
Page 4, Para 12.1	The process is very clear. Representatives from Bombardier, CrossRail Limited, Network Rail and MTR continue to work very well together as they always have – the terms of acceptance are worked out through operational groups and HAL’s safety board HALARP. These relationships and processes remain unaffected by TfL’s representations to the ORR.
Page 4, Para 12.2	This is entirely untrue – HAL does not recognise this position.
Page 4, Para 12.3	HAL knows of no restrictions – again TfL need to make clear on what basis their statements are made.
Page 4, Para 13	It was not a re-consultation it was a set of draft papers for information. HAL was acting in good faith by providing early view pre final issue and subsequent consultation post charging outcome. It is disingenuous for TfL to give the impression HAL did not want to continue discussions. The Crossrail Sponsors advised they saw no further need to meet if we were not going to meet their expectations.
Page 4, Para 13.1	The parties do not agree.
Page 4, Para 13.2 & 13.3	HAL has engaged on numerous occasions as the Minutes will show. HAL continues to engage with NR and MTR on the practical and financial way forward regarding Performance. Needless to say the Deed of Undertaking specifically expresses no need for such a scheme and the Regulations do not require financial penalties. Even so, in order to come to a satisfactory outcome HAL has proposed a Performance Regime which provides for penalties and incentives and continues to discuss with Industry.
Page 4, Para 13.4	HAL does not require a network licence and therefore sees no need to supplement access terms that provide same.
Page 5, Para 13.4	We have a full and open system of safety management already in place agreed with appropriate Approval bodies. Are the Crossrail Sponsors challenging the Approval Bodies?
Page 5, Para 13.5	HAL is in disagreement.
Page 5, Para 13.6	HAL is at a loss to understand this statement.
Page 5, Para 13.7	HAL has already responded and is available to continue discussions. The Crossrail Sponsors have been clear in their communication that they only wish to meet providing HAL agree to their terms.
Page 5, Para 14	-
Page 5, Para 15	HAL rejects this statement in its entirety.
Page 5, Para 16	-
Page 6, Para 17	The relevant position should be only whether the current HAL documents meet the Regulations. HAL is not required to produce documents which mimic other networks.
Page 6, Para 18	HAL has made its position clear to the Crossrail Sponsors and the parties cannot agree.

Page 6, Para 19	HAL has made its position clear to the Crossrail Sponsors and the parties cannot agree.
Page 6, Para 20	HAL has made its position clear to the Crossrail Sponsors and the parties cannot agree.
Page 7, Para 21	-
Page 8, Para 22	TfL must make its own financial arrangement – it is not for HAL's account.
Page 8, Para 23	These discussions are already underway irrespective of the TfL position. HAL sees those discussions as unaffected by the appeal. We would however, encourage all parties to submit their access requirements with haste, HAL has been asking for these details for over 18 months but have yet to see plans. HAL is very committed to Crossrail coming to the airport and will be making extraordinary effort to accommodate in respect of getting a successful outcome.
Page 8, Para 24	-
Page 8, Para 25	This timetabling has already been contemplated. CRL issued iteration 5 to HAL last week advising that it is now final.
Page 8, Para 26	HAL understands that MTR were directed to do so.
Page 9 Signature and cc page	-
Page 10 Appendix 1 Proposed Access Charges	-
Page 11 Background	The Agreement and arrangements are made on a commercial basis and not reflective of NR's Regulatory constraints in the same way as NRs own network.
Page 11 Track Access Charge	As stated in our Network documentation.
Page 12 Station Access Charges	-
Page 13 Station Access Charges	-
Page 14 Station Access Charges	-
Page 15 Station Access Charges	-
Page 16/17/18 Schedule 8	Comment under "Page 4, Para 13.2 & 13.3" refers.
Page 19 Possessions Regime	-
Page 20 Schedule 8 Review Process	-

Page 21 Input for Schedule 7 of the Track Access Arrangement	
Page 22 Input for Schedule 7 of the Track Access Arrangement	-
Page 23 Input for the Station Access Agreement	-
Page 24 Input for the Station Access Agreement	-
Page 25 Input for Schedule 8 of the Track Access Arrangement	-
Page 26 Input for Schedule 8 of the Track Access Arrangement	-
Page 27 Input for Schedule 8 of the Track Access Arrangement	-
Pages 28-37 Appendix 2, 3, 4, 5, 6	-