

**TRACK ACCESS CONTRACT (PASSENGER SERVICES)**

**Dated**

**10<sup>th</sup> December 2004**

**Between**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**and**

**FIRST SCOTRAIL LIMITED**

**Redacted Conformed Copy as at 4<sup>th</sup> December 2013**

**Amended by:-**

1. Annex A of Schedule 5.
2. 2<sup>nd</sup> Supplemental Agreement dated 29 April 2005.
3. 3<sup>rd</sup> Supplemental Agreement dated 16 December 2004.
4. 4<sup>th</sup> Supplemental Agreement dated 23 September 2005
5. 5<sup>th</sup> Supplemental Agreement dated 11 December 2005
6. 6<sup>th</sup> Supplemental Agreement dated 11 December 2005
7. 7<sup>th</sup> Supplemental Agreement dated 11 December 2005
8. 9<sup>th</sup> Supplemental Agreement dated 13 July 2005 – Expired 18 July 2005
9. 10<sup>th</sup> Supplemental Agreement dated 4 August 2005 – Expired 1 September 2005
10. 11<sup>th</sup> Supplemental Agreement dated 31 August 2005 - Expired 5 September 2005
11. 12<sup>th</sup> Supplemental Agreement dated 22 August 2005 - Expired 18 September 2005
12. 13<sup>th</sup> Supplemental Agreement dated 20 September 2005
13. 14<sup>th</sup> Supplemental Agreement dated 6 December 2005
14. 15<sup>th</sup> Supplemental Agreement dated 22 November 2005
15. Annex B to Schedule 5
16. 16<sup>th</sup> Supplemental Agreement dated 11 May 2006
17. 17<sup>th</sup> Supplemental Agreement dated 2 April 2006 – Expired 2 April 2006
18. 18<sup>th</sup> Supplemental Agreement dated 1 April 2006 – Expired 29 April 2006
19. 19<sup>th</sup> Supplemental Agreement dated 1 April 2006
20. 20<sup>th</sup> Supplemental Agreement dated 1 April 2006
21. 21<sup>st</sup> Supplemental Agreement dated 6 December 2006
22. 22<sup>nd</sup> Supplemental Agreement dated 31st August 2006
23. 23<sup>rd</sup> Supplemental Agreement dated 7<sup>th</sup> August 2006
24. 24<sup>th</sup> Supplemental Agreement dated 3<sup>rd</sup> November 2006 – Expired 25 December 2006
25. 25<sup>th</sup> Supplemental Agreement dated 14 May 2007
26. 27<sup>th</sup> Supplemental Agreement dated 5 July 2007 – Expired 22 July 2007
27. 28<sup>th</sup> Supplemental Agreement dated 9 July 2007 – Expired 2 September 2007
28. 29<sup>th</sup> Supplemental Agreement dated 26<sup>th</sup> November 2007
29. 30<sup>th</sup> Supplemental Agreement dated 10 December 2007 – Expired 24 December 2007
30. 31<sup>st</sup> Supplemental Agreement dated 12 February 2008
31. 32<sup>nd</sup> Supplemental Agreement dated 27 March 2008

32. 33<sup>rd</sup> Supplemental Agreement dated 13 May 2008
33. 34<sup>th</sup> Supplemental Agreement dated 12 December 2008
34. 35<sup>th</sup> Supplemental Agreement dated 30 January 2009
35. 36<sup>th</sup> Supplemental Agreement dated 18 March 2009
36. 37<sup>th</sup> Supplemental Agreement dated 13 May 2009
37. 38<sup>th</sup> Supplemental Agreement dated 1 May 2009
38. 39<sup>th</sup> Supplemental Agreement dated 28 August 2009
39. 40<sup>th</sup> Supplemental Agreement dated 10 December 2009
40. Notice of Determined Relevant Additional Schedule 5 Journey Time Tables (re 39<sup>th</sup> Supplemental Agreement) dated 8 January 2010
41. 41<sup>st</sup> Supplemental Agreement dated 18 May 2010
42. 42<sup>nd</sup> Supplemental Agreement dated 24 May 2010
43. 43<sup>rd</sup> General Agreement dated 2 July 2010
44. 44<sup>th</sup> Supplemental Agreement dated 9 December 2010
45. Modifications to passenger track access contracts to reflect new Part D dated 31 December 2010
46. 46<sup>th</sup> Supplemental Agreement dated 20 May 2011
47. 47<sup>th</sup> Supplemental Agreement dated 31<sup>st</sup> August 2011
48. 48<sup>th</sup> Supplemental Agreement dated 2 December 2011
49. 49<sup>th</sup> Supplemental Agreement dated 11 June 2012
50. 50<sup>th</sup> Supplemental Agreement dated 27 November 2012
51. 51<sup>st</sup> Supplemental Agreement - Cancelled
52. 52<sup>nd</sup> Supplemental Agreement dated 14<sup>th</sup> May 2013
53. 53<sup>rd</sup> Supplemental Agreement – General Approval for Berthing Offsets
54. 54<sup>th</sup> Supplemental Agreement – General Approval for PR13 contingent arrangement
55. 55<sup>th</sup> Supplemental Agreement dated 4<sup>th</sup> December 2013

## **CONTENTS**

<b>Clause</b>		<b>Page</b>
<b>1</b>	<b>INTERPRETATION</b>	<b>1</b>
	1.1 Definitions	1
	1.2 Interpretation	6
	1.3 Indemnities	7
<b>2</b>	<b>NETWORK CODE AND EC4T METERING RULES</b>	<b>7</b>
	2.1 Incorporation	7
	2.2 Modifications to the Network Code	8
	2.3 Compliance by other operators	8
<b>3</b>	<b>CONDITIONS PRECEDENT AND DURATION</b>	<b>8</b>
	3.1 Effective date	8
	3.2 Conditions precedent to Clause 5	8
	3.3 Obligations to satisfy conditions precedent to Clause 5	8
	3.4 Consequences of non-fulfilment of conditions precedent to Clause 5	9
	3.5 Expiry	9
	3.6 Suspension and termination	9
<b>4</b>	<b>STANDARD OF PERFORMANCE</b>	<b>9</b>
	4.1 General standard	9
	4.2 Good faith	9
<b>5</b>	<b>PERMISSION TO USE</b>	<b>10</b>
	5.1 Permission to use the Routes	10
	5.2 Meaning	10
	5.3 Permission under Clauses 5.2(e) and 5.2(f)	10

5.4	Changes to Applicable Engineering Access Statement and Applicable Timetable Planning Rules	11
5.5	Engineering Access Statement, Timetable Planning Rules and Restrictions of Use	11
5.6	The Services and the Specified Equipment	11
5.7	Performance	11
5.8	Stabling	11
6	OPERATION AND MAINTENANCE OF TRAINS AND NETWORK	11
6.1	General	11
6.2	Trespass, vandalism and animals	11
6.3	Safety	12
6.4	Use of Railway Code Systems	12
	6.4.1 General	12
	6.4.2 Provision of Train Consist Data	12
7	TRACK CHARGES	12
8	LIABILITY	12
	8.1 Performance Orders in relation to breach	12
	8.2 Compensation in relation to breach	12
9	NOT USED	ERROR! BOOKMARK NOT DEFINED.
10	LIABILITY - OTHER MATTERS	13
	10.1 Train Operator indemnity	13
	10.2 Network Rail indemnity	13
11	RESTRICTIONS ON CLAIMS	13
	11.1 Notification and mitigation	13
	11.2 Restrictions on claims by Network Rail	14

11.3	<b>Restrictions on claims by Train Operator</b>	<b>14</b>
11.4	<b>Restriction on claims by both parties</b>	<b>15</b>
11.5	<b>Limitation on liability</b>	<b>15</b>
11.6	<b>Claims Allocation and Handling Agreement</b>	<b>15</b>
11.6.1	<i>General</i>	<i>15</i>
11.6.2	<i>Restriction of application</i>	<i>15</i>
11.6.3	<i>Liability for small claims</i>	<i>15</i>
12	<b>GOVERNING LAW</b>	<b>16</b>
13	<b>DISPUTE RESOLUTION</b>	<b>16</b>
13.1	<b>ADRR</b>	<b>16</b>
13.2	<b>Unpaid sums</b>	<b>16</b>
13.3	<b>Performance Orders</b>	<b>17</b>
13.3.1	<i>Power to order provisional relief</i>	<i>17</i>
13.3.2	<i>Performance Orders</i>	<i>17</i>
13.3.3	<i>Duties of arbitral tribunal in relation to Performance Orders</i>	<i>17</i>
13.4	<b>Remedies</b>	<b>17</b>
13.5	<b>Exclusion of applications on preliminary points of law</b>	<b>18</b>
14	<b>CONFIDENTIALITY</b>	<b>18</b>
14.1	<b>Confidential Information</b>	<b>18</b>
14.1.1	<i>General obligation</i>	<i>18</i>
14.1.2	<i>Network Rail - Affiliates</i>	<i>18</i>
14.1.3	<i>Train Operator - Affiliates</i>	<i>18</i>
14.2	<b>Entitlement to divulge</b>	<b>18</b>
14.3	<b>Return of Confidential Information</b>	<b>19</b>
14.4	<b>Retention or destruction of Confidential Information</b>	<b>20</b>

14.5	Ownership of Confidential Information	20
14.6	Network Code and Schedule 7	20
15	ASSIGNATION AND NOVATION	20
15.1	Assignment	20
15.2	Novation	20
15.3	Assignment and Novation terms	20
16	PAYMENTS, INTEREST AND VAT	21
16.1	Payment	21
16.1.1	<i>No deduction</i>	21
16.1.2	<i>Delivery of invoices</i>	21
16.1.3	<i>Content of invoices and other statements of amounts payable</i>	21
16.1.4	<i>Method of payment</i>	21
16.2	Interest	22
16.3	VAT	22
16.3.1	<i>Payment of VAT</i>	22
16.3.2	<i>Reimbursement of VAT</i>	22
16.3.3	<i>VAT credit note to be issued on repayment</i>	22
17	FORCE MAJEURE EVENTS	22
17.1	Meaning of Force Majeure Event	22
17.2	Nature and extent of relief for Force Majeure	23
17.3	Entitlement to Force Majeure relief	23
17.4	Procedure for claiming relief	24
17.5	Force Majeure Notices and Reports	24
17.5.1	<i>Force Majeure Notice</i>	24
17.5.2	<i>Force Majeure Report</i>	24

17.5.3	<i>Other information</i>	25
<b>17.6</b>	<b>Mitigation</b>	<b>25</b>
<b>17.7</b>	<b>Duration of relief for force majeure</b>	<b>25</b>
<b>17.8</b>	<b>Availability of Performance Order</b>	<b>25</b>
<b>18</b>	<b>MISCELLANEOUS</b>	<b>26</b>
<b>18.1</b>	<b>Non waiver</b>	<b>26</b>
18.1.1	<i>No waiver</i>	26
18.1.2	<i>Failure or delay in exercising a right or remedy</i>	26
<b>18.2</b>	<b>Variations</b>	<b>26</b>
18.2.1	<i>Amendments to be in writing and to be approved</i>	26
18.2.2	<i>Exceptions</i>	26
18.2.3	<i>No Office of Rail Regulation approval needed</i>	26
18.2.4	<i>Conformed copy of contract</i>	27
<b>18.3</b>	<b>Entire contract and exclusive remedies</b>	<b>27</b>
18.3.1	<i>Entire contract</i>	27
18.3.2	<i>Exclusive remedies</i>	27
18.3.3	<i>Fraud, death and personal injury</i>	27
<b>18.4</b>	<b>Notices</b>	<b>28</b>
18.4.1	<i>Giving of notices</i>	28
18.4.2	<i>Right to modify communication details</i>	28
18.4.3	<i>Deemed receipt</i>	28
18.4.4	<i>Copyees</i>	28
<b>18.5</b>	<b>Counterparts</b>	<b>29</b>
<b>18.6</b>	<b>Survival</b>	<b>29</b>
<b>18.7</b>	<b>Contracts (Rights of Third Parties) Act 1999</b>	<b>29</b>



18.7.1	Application to third parties	289
18.7.2	Application to the Office of Rail Regulation	28
18.7.3	Application to the Secretary of State	28
<b>19</b>	<b>TRANSITION</b>	<b>29</b>
19.1	Corresponding Rights	29
19.2	Definitions	30
<b>20</b>	<b>Schedule 11 shall take effect</b>	<b>31</b>
	<b>SCHEDULE 1: CONTACT PARTICULARS</b>	<b>32</b>
	<b>SCHEDULE 2: THE ROUTES</b>	<b>34</b>
	<b>SCHEDULE 3: COLLATERAL AGREEMENTS</b>	<b>34</b>
	<b>SCHEDULE 4: ENGINEERING ACCESS STATEMENT, TIMETABLE PLANNING RULES AND RESTRICTIONS OF USE</b>	<b>66</b>
	<b>SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT</b>	<b>20</b>
1	Definitions	20
2	Passenger Train Slots	26
3	Intervals	74
4	Calling Patterns	142
	<i>Table 4.1: Calling Patterns.</i>	142
	<i>Regular Calling Pattern</i>	189
	<i>Reduced calls</i>	189
	<i>Additional calls</i>	189
5	Specified Equipment	190
	<i>Table 5.1: Specified Equipment.</i>	190
	<i>Standard equipment</i>	222
	<i>Additional equipment</i>	222

	<i>Train length</i>	222
<b>6</b>	<b>Journey Times</b>	<b>223</b>
	<i>Table 6.1: Maximum Journey Times Monday to Saturday</i>	223
	<i>Maximum Journey Time</i>	233
	<i>Table 6.2: Fastest Key Journey Times.</i>	234
	<i>Fastest Key Journey Time</i>	236
	<i>Maximum Key Journey Time</i>	238
<b>7</b>	<b>Provisions applicable to Journey Time protection</b>	<b>238</b>
	<i>Restriction on changes to Engineering Access Statement and Timetable Planning Rules</i>	238
	<i>Network Change</i>	238
	<i>Agreement of revised Key Journey Time</i>	239
	<i>Referral to mediation/arbitration</i>	239
	<i>Provisions applicable to Key Journeys and Maximum Journey Times</i>	239
	<i>Requirement for Office of Rail Regulation's consent</i>	240
	<i>Office of Rail Regulation's Modification Notice</i>	240
	<i>Office of Rail Regulation's notice for substitution of date/period</i>	241
	<i>Requirements for notice under paragraph 7.12</i>	241
<b>8</b>	<b>Other rights</b>	<b>242</b>
	<i>8.1 Platform rights</i>	242
	<i>Table 8.4: Stabling facilities</i>	244
	<i>Table 8.7: Specification for First ScotRail Anglo-Scottish Overnight Service</i>	247
	<i>Specification for First ScotRail Anglo-Scottish Overnight Service</i>	249
<b>9</b>	<b>West Coast Route Modernisation</b>	<b>250</b>
	<i>Application of paragraph</i>	250
	<i>Notice to be given by Network Rail</i>	250

<i>Contents of notice</i>	250
<i>Timing of notice</i>	251
<i>Modification Criteria</i>	251
<i>Train Operator's response to Proposals</i>	251
<i>Network Rail's response</i>	251
<i>No representations made</i>	251
<i>The Train Operator's counter response</i>	252
<i>Submission to the Office of Rail Regulation</i>	252
<i>Consequences of Office of Rail Regulation's refusal</i>	252
<i>Refusal to consent to revised Proposals</i>	252
<i>Office of Rail Regulation's consent</i>	253
<i>Subsequent adjustment</i>	253
<i>No compensation payable in respect of modifications to this contract</i>	253
<i>Calculation of other compensation</i>	253
<b>SCHEDULE 6: EVENTS OF DEFAULT, SUSPENSION AND TERMINATION</b>	<b>254</b>
<b>1 Events of Default</b>	<b>254</b>
1.1 <i>Train Operator Events of Default</i>	254
1.2 <i>Notification</i>	254
1.3 <i>Network Rail Events of Default</i>	255
1.4 <i>Notification</i>	255
<b>2 Suspension</b>	<b>255</b>
2.1 <i>Right to suspend</i>	255
2.2 <i>Contents of Suspension Notice</i>	255
2.3 <i>Effect of Suspension Notice served by Network Rail</i>	256
2.4 <i>Effect of a Suspension Notice served by the Train Operator</i>	256

2.5	<i>Suspension to be proportionate to breach</i>	257
<b>3</b>	<b>Termination</b>	<b>258</b>
3.1	<i>Network Rail's right to terminate</i>	258
3.2	<i>Train Operator's right to terminate</i>	258
3.3	<i>Contents of Termination Notice</i>	258
3.4	<i>Effect of Termination Notice</i>	259
<b>4</b>	<b>Consequence of termination</b>	<b>259</b>
4.1	<i>Directions regarding location of Specified Equipment</i>	259
4.2	<i>Failure to comply with directions</i>	259
4.3	<i>Evidence of costs</i>	259
<b>SCHEDULE 7: TRACK CHARGES</b>		ERROR! BOOKMARK NOT DEFINED.
<b>PART 1: INTERPRETATION</b>		ERROR! BOOKMARK NOT DEFINED.
<b>1</b>	<b>Definitions</b>	Error! Bookmark not defined.
<b>2</b>	<b>Interpretation</b>	Error! Bookmark not defined.
<b>PART 2: TRACK CHARGES</b>		ERROR! BOOKMARK NOT DEFINED.
<b>1</b>	<b>Principal formula</b>	Error! Bookmark not defined.
<b>2</b>	<b>Fixed Track Charge Indexation</b>	Error! Bookmark not defined.
<b>3</b>	<b>Variable track usage charge and efficiency benefit share</b>	Error! Bookmark not defined.
<b>4</b>	<b>Traction Electricity Charge</b>	Error! Bookmark not defined.
<b>6</b>	<b>Capacity Charge</b>	Error! Bookmark not defined.
<b>7</b>	<b>Network Rail Rebate</b>	Error! Bookmark not defined.
<b>8</b>	<b>Electrification Asset Usage Charge</b>	Error! Bookmark not defined.
<b>9</b>	<b>Changes to the List of Capacity Charge Rates, Traction Electricity Consumption Rates List and Track Usage Price List</b>	Error! Bookmark not defined.
<b>10</b>	<b>Payment of access charges</b>	Error! Bookmark not defined.

- 10.1 *Payment of access charges* *Error! Bookmark not defined.*
- 10.2 *Train Consist Data* *Error! Bookmark not defined.*
- 10.3 *Invoices and right to object to invoices* *Error! Bookmark not defined.*
- 10.4 *Unrepresentative Train Consist Data* *Error! Bookmark not defined.*
- 10.5 *Disputed amounts repayment and interest rate* *Error! Bookmark not defined.*

**PART 3: NOT USED** *Error! Bookmark not defined.*

**PART 3A: SCOTTISH GRANT DILUTION** *Error! Bookmark not defined.*

- 1 Grant Amounts** *Error! Bookmark not defined.*
  - 1.1 *Basic Values and Payment Dates* *Error! Bookmark not defined.*
  - 1.2 *Indexation* *Error! Bookmark not defined.*
- 2 Scottish Grant Dilution** *Error! Bookmark not defined.*
  - 2.1 *Meaning of Scottish Grant Dilution* *Error! Bookmark not defined.*
  - 2.2 *Meaning of Scottish Grant Dilution Date* *Error! Bookmark not defined.*
- 3. Scottish Grant Compensation Amount** *Error! Bookmark not defined.*
  - 3.1 *Payment obligation* *Error! Bookmark not defined.*
  - 3.2 *Calculation* *Error! Bookmark not defined.*

**PART 4: NOT USED** *Error! Bookmark not defined.*

**PART 5: ADDITIONAL PERMITTED CHARGES** *Error! Bookmark not defined.*

- 1 Obligation to pay** *Error! Bookmark not defined.*
- 2 Definition** *Error! Bookmark not defined.*

**PART 6: SUPPLEMENTAL PROVISIONS** *Error! Bookmark not defined.*

**PART 7: FUTURE ACCESS CHARGES REVIEWS** *Error! Bookmark not defined.*

- 1 General** *Error! Bookmark not defined.*

<b>2</b>	<b>Access charges reviews capable of coming into operation before 1 April 2014</b>	Error! Bookmark not defined.
<b>3</b>	<b>Definitions and interpretations</b>	<b>378</b>
<b>PART 8: NOT USED</b>		
<b>APPENDIX 7A</b>		
<b>APPENDIX 7B</b>		
<b>The Geographic Areas</b>		
<b>APPENDIX 7C<sup>16TH*</sup></b>		
<b>DEFAULT TRAIN CONSIST DATA</b>		
<b>SCHEDULE 8: PERFORMANCE REGIME</b>		<b>311</b>
<b>1</b>	<b>Interpretation</b>	<b>311</b>
1.1	<i>Definitions</i>	311
1.2	<i>Interpretation</i>	314
1.3	<i>Suspension Notices</i>	315
<b>2</b>	<b>Calculation of Minutes Late</b>	<b>315</b>
<b>3</b>	<b>Calculation of Minutes Delay</b>	<b>315</b>
<b>4</b>	<b>Recording of performance information</b>	<b>316</b>
4.1	<i>Recording of lateness, Minutes Delay and Cancelled Stops</i>	316
4.2	<i>Recording of allocated responsibility for Minutes Delay and Cancelled Stops</i>	317
4.3	<i>Failed Recording Points</i>	317
4.4	<i>Provision of information by Train Operator</i>	317
<b>5</b>	<b>Allocation of responsibility for Minutes Delay and Cancelled Stops</b>	<b>318</b>
5.1	<i>Assessment of incidents causing Minutes Delay and Cancelled Stops</i>	318
5.2	<i>Network Rail responsibility incidents</i>	318

5.3	<i>Train Operator responsibility incidents</i>	319
5.4	<i>Joint responsibility incidents</i>	319
5.5	<i>Unidentified incidents: Minutes Delay</i>	320
5.6	<i>Unidentified incidents: Cancelled Stops</i>	320
5.7	<i>Planned incidents</i>	320
5.8	<i>Allocation of responsibility for Minutes Delay at Service Group level: aggregate Minutes Delay</i>	321
5.9	<i>Allocation of responsibility for Minutes Delay at Service Group level: Network Rail Minutes Delay</i>	321
5.10	<i>Allocation of responsibility for Minutes Delay at Service Group level: Train Operator Minutes Delay</i>	321
5.11	<i>Network Rail Cancelled Stops at Monitoring Point level</i>	321
5.12	<i>Train Operator Cancelled Stops at Monitoring Point level</i>	321
<b>6</b>	<b>Statement of allocated responsibility</b>	<b>321</b>
6.1	<i>Initial statement</i>	321
6.2	<i>Further statements</i>	322
6.3	<i>Adjustment statements</i>	322
6.4	<i>Disputes about statements of allocated responsibility</i>	322
<b>7</b>	<b>Allocation of Minutes Late to Network Rail</b>	<b>323</b>
<b>8</b>	<b>Allocation of Minutes Late to the Train Operator</b>	<b>323</b>
<b>9</b>	<b>Network Rail Performance Sums</b>	<b>324</b>
<b>10</b>	<b>Train Operator Performance Sums</b>	<b>326</b>
<b>11</b>	<b>Notification of Performance Sums</b>	<b>327</b>
11.1	<i>Notification</i>	327
11.2	<i>Disputes</i>	328
<b>12</b>	<b>Payment procedures</b>	<b>328</b>
12.1	<i>Payments and set-off</i>	328

12.2	<i>Payments in the event of dispute</i>	328
<b>13</b>	<b>Payment rates</b>	<b>328</b>
<b>14</b>	<b>Not Used</b>	<b>329</b>
<b>15</b>	<b>Notices</b>	<b>329</b>
<b>16</b>	<b>Disputes</b>	<b>329</b>
<b>17</b>	<b>Amendments to Appendix 1</b>	<b>330</b>
17.1	<i>Circumstances in which parties agree to amend Appendix 1</i>	330
17.2	<i>Procedure for amendments to Appendix 1</i>	330
17.3	<i>Adjustments to the Performance Monitoring System</i>	332
17.4	<i>Costs of implementing amendment</i>	332
17.5	Relationship with Appendix 3 and remainder of Schedule 8	412
<b>18</b>	<b>Compensation for sustained poor performance</b>	<b>412</b>
<b>19</b>	<b>SPP Indexation</b>	<b>412</b>
<b>APPENDIX 1</b>		<b>336</b>
<b>HA01</b>	<sup>5th 19th 22nd</sup> Error! Bookmark not defined.	
<b>HA02</b>	Error! Bookmark not defined.	
<b>HA03</b>	Error! Bookmark not defined.	
<b>HA04</b>	<sup>21st</sup> Error! Bookmark not defined.	
<b>HA06</b>		<b>420</b>
<b>HA07</b>	Error! Bookmark not defined.	
<b>HA11</b>	<sup>5th 19th</sup>	<b>351</b>
<b>APPENDIX 2</b>		<b>352</b>
	<b>Part 1 Charter Service Groups</b>	<b>352</b>
<b>APPENDIX 3 - SPP THRESHOLD</b>		<b>427</b>



<b>SCHEDULE 9: LIMITATION ON LIABILITY</b>	<b>354</b>
<b>1</b> <b>Definitions</b>	<b>354</b>
<b>2</b> <b>Application</b>	<b>354</b>
<b>3</b> <b>Limitation on Network Rail’s liability</b>	<b>354</b>
<b>4</b> <b>Limitation on Train Operator’s liability</b>	<b>355</b>
<b>5</b> <b>Disapplication of limitation</b>	<b>355</b>
<b>6</b> <b>Exclusion of legal and other costs</b>	<b>355</b>
<b>7</b> <b>Exclusion of certain Relevant Losses</b>	<b>355</b>
<b>8</b> <b>Continuing breaches</b>	<b>355</b>
<b>9</b> <b>Final determination of claims</b>	<b>356</b>
<b>SCHEDULE 10: NETWORK CODE MODIFICATIONS</b>	<b>357</b>
<b>1</b> <b>Automatic effect</b>	<b>357</b>
1.1 <i>General</i>	357
1.2 <i>Retrospective effect</i>	357
<b>2</b> <b>Modification notice</b>	<b>357</b>
2.1 <i>Meaning</i>	357
2.2 <i>Contents of modification notice</i>	357
<b>3</b> <b>Adaptation procedure</b>	<b>358</b>
3.1 <i>Application</i>	358
3.2 <i>Negotiation of adaptations</i>	358
3.3 <i>Agreed adaptations - notice to the Office of Rail Regulation</i>	358
3.4 <i>Agreed adaptations - Office of Rail Regulation’s consent</i>	358
3.5 <i>Agreed requisite adaptations - Office of Rail Regulation’s refusal of consent</i>	358
3.6 <i>Requisite adaptations - failure to agree or submit</i>	359
3.7 <i>Notice of determined requisite adaptations</i>	359

3.8	<i>Effect of requisite adaptations</i>	359
<b>4</b>	<b>Procedural matters</b>	<b>359</b>
4.1	<i>More than one notice</i>	359
4.2	<i>Differences etc as to requisite adaptations</i>	359
4.3	<i>Co-operation and information</i>	360
4.4	<i>Office of Rail Regulation's criteria</i>	360
4.5	<i>Procedural modifications</i>	360
4.6	<i>Dates</i>	360
4.7	<i>Requirement for prior consultation</i>	360
4.8	<i>Consolidated contract</i>	361
4.9	<i>Saving</i>	361
<b>5</b>	<b>Definitions</b>	<b>361</b>

<b>SCHEDULE 11: RELEVANT ADDITIONAL SCHEDULE 5 JOURNEY TIMES TABLES</b>	<b>438</b>
---	------------

## TRACK ACCESS CONTRACT

### BETWEEN:

- (1) Network Rail Infrastructure Limited, a company registered in England under number 2904587 having its registered office at 40 Melton Street, London, NW1 2EE (“Network Rail”); and
- (2) First ScotRail Limited, a company registered in Scotland under number SC1185018 having its registered office at 395 King Street, Aberdeen AB24 5RP (the “Train Operator”).

### WHEREAS:

- (A) Network Rail is the owner of the Network; and
- (B) Network Rail has been directed by ORR to grant to the Train Operator permission to use certain track comprised in the Network on the terms and conditions of this contract.

### IT IS AGREED AS FOLLOWS:

## 1 INTERPRETATION

### 1.1 Definitions

In this contract unless the context otherwise requires:

“**Access Agreement**” has the meaning ascribed to it in Part A of the Network Code;

“**access charges review**” has the meaning ascribed to it in paragraph 1(1) of Schedule 4A to the Act;

“**Access Dispute Resolution Rules**” and “**ADRR**” have the meaning ascribed to them in Part A of the Network Code;

“**Access Proposal**” has the meaning ascribed to it in Part D of the Network Code;

“**Act**” means the Railways Act 1993;

“**Affected Party**” has the meaning ascribed to it in Clause 17.1;

“**Affiliate**” means, in relation to any company:

- (a) a company which is either a holding company or a subsidiary of such company;  
or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary,

and for these purposes “holding company” and “subsidiary” have the meanings ascribed to them in section 736 of the Companies Act 1985;

“**Ancillary Movements**” has the meaning ascribed to it in Part D of the Network Code;

**“Applicable Engineering Access Statement”** means the Engineering Access Statement in force in respect of the Routes on 12 December 2004, as from time to time amended or replaced under Part D of the Network Code;

**“Applicable Timetable Planning Rules”** means the Timetable Planning Rules in force in respect of the Routes on 12 December 2004, as from time to time amended or replaced under Part D of the Network Code;

**“Applicable Timetable”** has the meaning ascribed to it in Schedule 8;

**“associate”** has the meaning ascribed to it in section 17 of the Act;

**“Claims Allocation and Handling Agreement”** means the agreement of that name approved by ORR;

19th

**“Collateral Agreements”** means the agreements and arrangements listed in Schedule 3;

**“Confidential Information”** means information relating to the affairs of one party to this contract or any of its Affiliates which has been provided by any such person to the other party under or for the purposes of this contract, or any matter or thing contemplated by this contract or to which this contract relates, the disclosure of which is likely materially to compromise or otherwise prejudice the commercial interests of any such person;

**“contract”** means this document including all schedules and appendices to it and the Network Code;

**“Contract Year”** means each yearly period commencing on 12 December 2004 and subsequently on each anniversary of such date;

**“D-X”** has the meaning ascribed to it in Part D of the Network Code;

**“Default Interest Rate”** is two percent above the base lending rate of Barclays Bank PLC as varied from time to time;

**“EC4T Metering Rules”** shall have the meaning ascribed to it in paragraph 1 of Part 1 of Schedule 7;

**“Environmental Condition”** has the meaning ascribed to it in Part E of the Network Code;

**“Environmental Damage”** has the meaning ascribed to it in Part E of the Network Code;

**“Event of Default”** means a Train Operator Event of Default or a Network Rail Event of Default;

**“Expiry Date”** means the Principal Change Date in December 2015;

**“Force Majeure Event”** has the meaning ascribed to it in Clause 17.1;

**“Force Majeure Notice”** has the meaning ascribed to it in Clause 17.1;

**“Force Majeure Report”** has the meaning ascribed to it in Clause 17.1;

**“Franchise Agreement”** means the franchise agreement with the SRA referred to in Schedule 3;

**“Franchisee”** means the person defined as such in the Franchise Agreement;

**“Innocent Party”** means, in relation to a breach of an obligation under this contract, the party who is not in breach of that obligation;

**“Insolvency Event”**, in relation to either of the parties, has occurred where:

- (a) any step which has a reasonable prospect of success is taken by any person with a view to its administration under Part II of the Insolvency Act 1986;
- (b) it stops or suspends or threatens to stop or suspend payment of all or a material part of its debts, or is unable to pay its debts, or is deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986, except that in the interpretation of this paragraph:
  - (i) section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for “£750” there were substituted “£100,000” or such higher figure as the parties may agree in writing from time to time; and
  - (ii) it shall not be deemed to be unable to pay its debts for the purposes of this paragraph if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is satisfied before the expiry of 21 days from such demand;
- (c) its directors make any proposal under section 1 of the Insolvency Act 1986, or it makes any agreement for the deferral, rescheduling or other readjustment (or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors) of all or a material part of its debts, or a moratorium is agreed or declared in respect of or affecting all or a material part of its debts;
- (d) any step is taken to enforce security over or a distress, execution or other similar process is levied or sued out against the whole or a substantial part of its assets or undertaking, including the appointment of a receiver, administrative receiver, manager or similar person to enforce that security;
- (e) any step is taken by any person with a view to its winding up or any person presents a winding-up petition which is not dismissed within 14 days, or it ceases or threatens to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the other party before that step is taken (which approval shall not be unreasonably withheld or delayed); or
- (f) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above,

unless:

- (i) in any case, a railway administration order (or application for such order) has been made or such order (or application) is made within 14 days after

the occurrence of such step, event, proposal or action (as the case may be) in relation to the party in question under section 60, 61 or 62 of the Act and for so long as any such order (or application) remains in force or pending; or

- (ii) in the case of paragraphs (a), (d) and (e), the relevant petition, proceeding or other step is being actively contested in good faith by that party with timely recourse to all appropriate measures and procedures;

**“Liability Cap”** has the meaning ascribed to it in paragraph 1 of Schedule 9;

19th

**“Longstop Date”** means 0200 on the day following the date of expiry or earlier termination of the franchise agreement between the National Express Group PLC and Strathclyde Passenger Transport Executive and the Franchising Director dated 21 February 1997;

**“Network”** has the meaning ascribed to it in Part A of the Network Code;

**“Network Code”** means the document now known as the Network Code and formerly known as the Railtrack Track Access Conditions 1995;

**“Network Rail Event of Default”** has the meaning ascribed to it in paragraph 1.3 of Schedule 6;

**“New Working Timetable”** means, in respect of any day, the version of the Working Timetable for that day provided by Network Rail in accordance with Condition D2.7.1, as amended pursuant to Condition D2.7.4;

**“Office of Rail Regulation”** has the meaning ascribed to it under section 15 of the Railways and Transport Safety Act 2003, and references to "ORR" shall be construed as references to the Office of Rail Regulation;

**“Performance Order”** has the meaning ascribed to it in Clause 13.3.2;

**“Railway Code Systems”** means necessary systems within the meaning of the Systems Code;

**“railway facility”** has the meaning ascribed to it in section 83 of the Act;

**“relevant ADRR Forum”** means the Forum, having the meaning ascribed to it in the ADRR, to which a Relevant Dispute is allocated for resolution in accordance with the ADRR;

**“Relevant Dispute”** means any difference between the parties arising out of or in connection with this contract;

**“Relevant Force Majeure Event”** has the meaning ascribed to it in Clause 17.1;

**“Relevant Losses”** means, in relation to:

- (a) a breach of this contract;

- (b) in the case of Clause 10, any of the matters specified in Clause 10.1(a), (b) or (c) or Clause 10.2(a), (b) or (c) (each a “breach” for the purpose of this definition); or
- (c) in the case of Schedule 8, the matter specified in paragraph 18 of Schedule 8 (a “breach” for the purpose of this definition only),

all costs, losses (including loss of profit and loss of revenue), expenses, payments, damages, liabilities, interest and the amounts by which rights or entitlements to amounts have been reduced, in each case incurred or occasioned as a result of or by such breach;

**“Relevant Obligation”** has the meaning ascribed to it in Clause 17;

**“Rolled Over Access Proposal”** has the meaning ascribed to it in Part D of the Network Code;

**“Routes”** means that part of the Network specified in Schedule 2;

**“Safety authorisation”** and **“deemed safety authorisation”** have the meanings ascribed to them by regulation 2 and Schedule 5 to the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

**“Safety Case”** has the meaning ascribed to it in the Railways (Safety Case) Regulations 2000;

**“Safety certificate”** and **“deemed safety certificate”** have the meanings ascribed to them by regulation 2 and Schedule 5 to the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

**“Safety Obligations”** means all applicable obligations concerning health and safety (including any duty of care arising at common law, and any obligation arising under statute, statutory instrument or mandatory code of practice) in Great Britain;

**“Services”** means the railway passenger services specified in Schedule 5;

**“Specified Equipment”** means, in relation to each of the Routes, the railway vehicles which the Train Operator is entitled to use in the provision of Services on that Route as specified in Schedule 5;

**“SPP Threshold”** has the meaning ascribed to it in paragraph 18 of schedule 8;<sup>19th</sup>

**“SPTE”** means Strathclyde Passenger Transport Executive constituted under the Transport Act 1968 and having its principal place of business at: 12 Consort House, 12 West George Street, Glasgow G2 1HN;

**“Stabling”** means the parking or laying up of the Specified Equipment or such other railway vehicles as the Train Operator is permitted by this contract to use on the Network, such parking or laying up being necessary or reasonably required for giving full effect to the movements of Specified Equipment required for the provision of the Services;

**“Suspension Notice”** means a notice in writing served by the relevant party on the other party under paragraph 2 of Schedule 6;

**“Systems Code”** means the Code of Practice relating to the Management and Development of Railway Information Systems as from time to time approved by ORR under Network Rail’s network licence;

**“Termination Notice”** means a notice in writing served by the relevant party on the other party under paragraph 3 of Schedule 6;

**“the Regulator”** means the officer who was appointed by the Secretary of State under section 1 of the Act for the purpose of carrying out the functions assigned or transferred to him by or under the Act, which functions were subsequently transferred to ORR by virtue of section 16(1) of the Railways and Transport Safety Act 2003;

**“Timetable Participant”** shall have the meaning ascribed to it in Part D of the Network Code;

**“Track Charges”** means the charges payable by or on behalf of the Train Operator to Network Rail, as set out in or calculated under Part 2 of Schedule 7;

**“Train Consist Data”** means information as to the number(s) and type(s) of railway vehicle comprised in a train movement;

**“Train Operator Event of Default”** has the meaning ascribed to it in paragraph 1.1 of Schedule 6;

**“Train Slot”** has the meaning ascribed to it in Part D of the Network Code;

**TW-X** has the meaning ascribed to it in Part D of the Network Code;

**“Value Added Tax”** means value added tax as provided for in the Value Added Tax Act 1994, and any tax similar or equivalent to value added tax or any turnover tax replacing or introduced in addition to them, and “VAT” shall be construed accordingly;

**“Working Day”** has the meaning ascribed to it in Part A of the Network Code; and

**“Working Timetable”** has the meaning ascribed to it in Part A of the Network Code.

## **1.2 Interpretation**

In this contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any one gender includes the other;
- (c) all headings are for convenience of reference only and shall not be used in the construction of this contract;
- (d) reference to an item of primary or secondary legislation is to that item as amended or replaced from time to time;
- (e) reference to a contract, instrument or other document is to that contract, instrument or other document as amended, novated, supplemented or replaced from time to time;
- (f) reference to a party is to a party to this contract, its successors and permitted assigns;



- (g) reference to a recital, Clause or Schedule is to a recital, clause or schedule of or to this contract; reference in a schedule to a Part of or an Appendix to a schedule is to a part of or an appendix to the schedule in which the reference appears; reference in a Part of a Schedule to a paragraph is to a paragraph of that part; reference to a Part of an appendix is to a part of the appendix in which the reference appears; and reference in a schedule to a Table is a reference to the table included in or annexed to that schedule;
- (h) where a word or expression is defined, cognate words and expressions shall be construed accordingly;
- (i) references to the word “person” or “persons” or to words importing persons include individuals, firms, corporations, government agencies, committees, departments, authorities and other bodies incorporated or unincorporated, whether having separate legal personality or not;
- (j) “otherwise” and words following “other” shall not be limited by any foregoing words where a wider construction is possible;
- (k) the words “including” and “in particular” shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of any foregoing words;
- (l) words and expressions defined in the Railways Act 1993, the Railways (Safety Case) Regulations 2000, the Railways and Other Guided Transport Systems (Safety) Regulations 2006 and Network Rail’s network licence shall, unless otherwise defined in this contract, have the same meanings in this contract;
- (m) any reference to the term “possession”, either by itself or as part of any composite definition, shall be construed as a reference to a Restriction of Use as defined in Schedule 4;
- (n) words and expressions defined in the Network Code shall have the same meanings in this contract;
- (o) if there is any conflict of interpretation between this contract and the Network Code, the Network Code shall prevail; and
- (p) references to the Office of Rail Regulation or ORR shall, where the context so requires, be construed as references to the "Regulator".

### **1.3 Indemnities**

Indemnities provided for in this contract are continuing indemnities in respect of the Relevant Losses to which they apply, and hold the indemnified party harmless on an after tax basis.

## **2 NETWORK CODE AND EC4T METERING RULES**

### **2.1 Incorporation**

The Network Code is incorporated in and forms part of this contract.

## **2.2 Modifications to the Network Code**

If the Network Code is modified at any time, Schedule 10 shall have effect.

## **2.3 Compliance by other operators**

Except where ORR has directed otherwise in the exercise of its powers under the Act or the Network Code, and except in relation to London Underground Limited and Heathrow Express Operating Company Limited to the extent that such persons are not party to the Network Code, Network Rail shall ensure that all operators of trains having permission to use any track comprised in the Network agree to comply with the Network Code.

## **2.4 The EC4T Metering Rules are incorporated in, and form part of this contract.**

# **3 CONDITIONS PRECEDENT AND DURATION**

## **3.1 Effective date**

The provisions of this contract, other than Clause 5, take effect from the 12 December 2004.

## **3.2 Conditions precedent to Clause 5**

Clause 5 shall take effect when the following conditions precedent have been satisfied in full:

- (a) the Train Operator is authorised by a licence granted under section 8 of the Act to be the operator of trains for the provision of the Services or is exempt from the requirement to be so authorised under section 7 of the Act;
- (b) Network Rail is authorised by a licence granted under section 8 of the Act to be the operator of that part of the Network comprising the Routes or is exempt from the requirement to be so authorised under section 7 of the Act;
- (c) each of the Collateral Agreements is executed and delivered by all the parties to each such agreement and is unconditional in all respects (save only for the fulfilment of any condition relating to this contract becoming unconditional);
- (d) the Safety Case of each of the parties is accepted under the Railways (Safety Case) Regulations 2000, or a safety certificate, deemed safety certificate, safety authorisation or deemed safety authorisation is issued under the Railways and Other Guided Transport Systems (Safety) Regulations 2006;
- (e) the provisions of this contract, other than Clause 5, have taken effect in accordance with Clause 3.1.

## **3.3 Obligations to satisfy conditions precedent to Clause 5**

Each party shall use all reasonable endeavours to secure that the following conditions precedent are satisfied as soon as practicable, and in any event not later than the Longstop Date:

- (a) in the case of Network Rail, the conditions precedent contained in Clause 3.2(b) and, insofar as within its control, Clauses 3.2(c) and 3.2(d); and
- (b) in the case of the Train Operator, the conditions precedent contained in Clause 3.2(a) and, insofar as within its control, Clauses 3.2(c) and 3.2(d).

### **3.4 Consequences of non-fulfilment of conditions precedent to Clause 5**

If the conditions precedent set out in Clause 3.2 have not been satisfied in full on or before the Longstop Date:

- (a) this contract shall lapse save for the obligations of confidence contained in Clause 14 which shall continue in force; and
- (b) neither party shall have any liability to the other except in respect of any breach of its obligations under this contract.

### **3.5 Expiry**

This contract shall continue in force until the earliest of:

- (a) lapse under Clause 3.4;
- (b) termination under Schedule 6; and
- (c) 0159 hours on the Expiry Date.

### **3.6 Suspension and termination**

Schedule 6 shall have effect.

## **4 STANDARD OF PERFORMANCE**

### **4.1 General standard**

Without prejudice to all other obligations of the parties under this contract, each party shall, in its dealings with the other for the purpose of, and in the course of performance of its obligations under, this contract, act with due efficiency and economy and in a timely manner with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced:

- (a) network owner and operator (in the case of Network Rail); and
- (b) train operator (in the case of the Train Operator).

### **4.2 Good faith**

The parties to this contract shall, in exercising their respective rights and complying with their respective obligations under this contract (including when conducting any discussions or negotiations arising out of the application of any provisions of this contract or exercising any discretion under them), at all times act in good faith.

## **5 PERMISSION TO USE**

### **5.1 Permission to use the Routes**

Network Rail grants the Train Operator permission to use the Routes.

### **5.2 Meaning**

References in this contract to permission to use the Routes shall, except where the context otherwise requires, be construed to mean permission:

- (a) to use the track comprised in the Routes for the provision of the Services using the Specified Equipment;
- (b) to use the track comprised in the Network in order to implement any plan established under Part H of the Network Code;
- (c) to make Ancillary Movements;
- (d) to Stable, which shall be treated, for the purposes of Part D of the Network Code, as the use of a Train Slot;
- (e) for the Train Operator and its associates to enter upon that part of the Network comprising the Routes, with or without vehicles; and
- (f) for the Train Operator and its associates to bring things onto that part of the Network comprising the Routes and keep them there,

and such permission is subject, in each case and in all respects to:

- (i) the Network Code;
- (ii) the Applicable Engineering Access Statement; and
- (iii) the Applicable Train Planning Rules.

### **5.3 Permission under Clauses 5.2(e) and 5.2(f)**

In relation to the permissions specified in Clauses 5.2(e) and 5.2(f):

- (a) the Train Operator shall, and shall procure that its associates shall, wherever reasonably practicable, first obtain the consent of Network Rail, which consent shall not be unreasonably withheld or delayed;
- (b) the Train Operator shall remove any vehicle or other thing so brought onto any part of the Network when reasonably directed to do so by Network Rail; and
- (c) whilst exercising any rights conferred by Clauses 5.2(e) and 5.2(f), the Train Operator shall, and shall procure that its associates shall, comply with such reasonable restrictions or instructions as Network Rail shall specify.

#### **5.4 Changes to Applicable Engineering Access Statement and Applicable Timetable Planning Rules**

Changes to the Applicable Engineering Access Statement and Applicable Timetable Planning Rules are subject to regulatory protection (including appeals) in accordance with Part D of the Network Code.

#### **5.5 Engineering Access Statement, Timetable Planning Rules and Restrictions of Use**

Schedule 4 shall have effect.

#### **5.6 The Services and the Specified Equipment**

Schedule 5 shall have effect.

#### **5.7 Performance**

Schedule 8 shall have effect.

#### **5.8 Stabling**

Without prejudice to Network Rail's obligations, if any, under Schedule 5 to provide Stabling, Network Rail shall use all reasonable endeavours to provide such Stabling facilities as are necessary or expedient for or in connection with the provision of the Services in accordance with the Working Timetable.

### **6 OPERATION AND MAINTENANCE OF TRAINS AND NETWORK**

#### **6.1 General**

Without prejudice to the other provisions of this contract:

- (a) the Train Operator shall maintain and operate the Specified Equipment used on the Network in accordance with Clause 4.1 with a view to permitting the provision of the Services on the Routes in accordance with the Working Timetable and the making of Ancillary Movements; and
- (b) Network Rail shall maintain and operate the Network in accordance with Clause 4.1 with a view to permitting the provision of the Services on the Routes using the Specified Equipment in accordance with the Working Timetable and the making of Ancillary Movements.

#### **6.2 Trespass, vandalism and animals**

Without prejudice to the other provisions of this contract, each of the parties shall use all reasonable endeavours (including participating in such consultation and joint action as is reasonable in all the circumstances) to reduce:

- (a) trespass;
- (b) vandalism; and
- (c) intrusions on to the Network by animals,

in each case as may affect either the provision of the Services or the Routes.

### **6.3 Safety**

In relation to Safety Obligations:

- (a) the Train Operator shall comply with any reasonable request by Network Rail in relation to any aspect of the Train Operator's operations which affects or is likely to affect the performance of Network Rail's Safety Obligations; and
- (b) Network Rail shall comply with any reasonable request by the Train Operator in relation to any aspect of Network Rail's operations which affects or is likely to affect the performance of the Train Operator's Safety Obligations.

### **6.4 Use of Railway Code Systems**

#### *6.4.1 General*

The parties shall:

- (a) use the Railway Code Systems in their dealings with each other in connection with matters provided for in this contract; and
- (b) comply with the Systems Code.

#### *6.4.2 Provision of Train Consist Data*

Without prejudice to Clause 6.4.1, the Train Operator shall:

- (a) provide to Network Rail such Train Consist Data as shall be necessary to enable Network Rail to calculate the amount of Track Charges; and
- (b) procure that such data is true and accurate in all respects.

## **7 TRACK CHARGES**

Schedule 7 shall have effect.

## **8 LIABILITY**

### **8.1 Performance Orders in relation to breach**

In relation to any breach of this contract:

- (a) the Innocent Party shall be entitled to apply under Clause 13 for a Performance Order against the party in breach; and
- (b) if a Performance Order is made, the party against whom it has been made shall comply with it.

### **8.2 Compensation in relation to breach**

In relation to any breach of this contract, the party in breach shall indemnify the Innocent Party against all Relevant Losses.

**9 [INTENTIONALLY NOT USED.]<sup>19th</sup>**

**10 LIABILITY - OTHER MATTERS**

**10.1 Train Operator indemnity**

The Train Operator shall indemnify Network Rail against all Relevant Losses resulting from:

- (a) a failure by the Train Operator to comply with its Safety Obligations;
- (b) any Environmental Damage arising directly from the acts or omissions of the Train Operator or the proper taking by Network Rail under Condition E2 of the Network Code of any steps to prevent, mitigate or remedy an Environmental Condition which exists as a direct result of the acts or omissions of the Train Operator; and
- (c) any damage to the Network arising directly from the Train Operator's negligence.

**10.2 Network Rail indemnity**

Network Rail shall indemnify the Train Operator against all Relevant Losses resulting from:

- (a) a failure by Network Rail to comply with its Safety Obligations;
- (b) any Environmental Damage to the Network arising directly from any acts or omissions of the British Railways Board prior to 1 April 1994 and any Environmental Damage arising directly from the acts or omissions of Network Rail; and
- (c) any damage to the Specified Equipment or other vehicles or things brought onto the Network in accordance with the permission to use granted by this contract arising directly from Network Rail's negligence.

**11 RESTRICTIONS ON CLAIMS**

**11.1 Notification and mitigation**

A party wishing to claim under any indemnity provided for in this contract:

- (a) shall notify the other party of the relevant circumstances giving rise to that claim as soon as reasonably practicable after first becoming aware of those circumstances (and in any event within 365 days of first becoming so aware); and
- (b) subject to Clause 11.1(c), shall take all reasonable steps to prevent, mitigate and restrict the circumstances giving rise to that claim and any Relevant Losses connected with that claim; but

- (c) shall not be required to exercise any specific remedy available to it under this contract.

## **11.2 Restrictions on claims by Network Rail**

Any claim by Network Rail against the Train Operator for indemnity for Relevant Losses:

- (a) shall exclude payments to any person under or in accordance with the provisions of any Access Agreement other than any such payments which are for obligations to compensate for damage to property, and so that any claim for indemnity under this contract for such payments for damage to property, in relation to any incident, shall be limited to:
  - (i) the maximum amount for which the Train Operator would be liable for such damage in accordance with the Claims Allocation and Handling Agreement; less
  - (ii) any other compensation which the Train Operator has an obligation to pay for such damage;
- (b) shall exclude loss of revenue in respect of permission to use any part of the Network under or in accordance with any Access Agreement with any person; and
- (c) shall:
  - (i) include Relevant Losses only to the extent that these constitute amounts which Network Rail would not have incurred as network owner and operator but for the relevant breach; and
  - (ii) give credit for any savings to Network Rail which result or are likely to result from the incurring of such amounts.

## **11.3 Restrictions on claims by Train Operator**

Any claim by the Train Operator against Network Rail for indemnity for Relevant Losses:

- (a) shall exclude any Relevant Losses to the extent that they result from delays to or cancellations of trains (other than delays or cancellations in circumstances where the SPP Threshold has been exceeded as provided for in paragraph 18 of Schedule 8<sup>19th</sup>); and
- (b) shall:
  - (i) include Relevant Losses only to the extent that these constitute amounts which the Train Operator would not have incurred as train operator but for the relevant breach; and
  - (ii) give credit for any savings to the Train Operator which result or are likely to result from the incurring of such amounts.



#### **11.4 Restriction on claims by both parties**

Any claim for indemnity for Relevant Losses shall exclude Relevant Losses which:

- (a) do not arise naturally from the breach; and
  - (b) were not, or may not reasonably be supposed to have been, within the contemplation of the parties:
    - (i) at the time of the making of this contract; or
    - (ii) where the breach relates to a modification or amendment to this contract, at the time of the making of such modification or amendment,
- as the probable result of the breach.

#### **11.5 Limitation on liability**

Schedule 9 shall have effect so as to limit the liability of the parties to one another under the indemnities in Clauses 8.2 and 10, but:

- (a) does not limit any liability arising under Schedules 4, 5, 7 or 8 (other than under paragraph 18 of Schedule 8)<sup>19th</sup>;
- (b) in relation to a failure to perform an obligation under the Network Code, only to the extent (including as to time and conditions) that the Network Code so provides; and
- (c) subject to Clause 18.3.3.

#### **11.6 Claims Allocation and Handling Agreement**

##### *11.6.1 General*

Clauses 16 and 17 of the Claims Allocation and Handling Agreement provide that claims between parties to it are limited to specified amounts unless the parties expressly contract otherwise.

##### *11.6.2 Restriction of application*

Except as otherwise expressly provided in this contract, Clauses 16 and 17 of the Claims Allocation and Handling Agreement shall not apply as between the parties to this contract if and to the extent that the giving of any right or remedy as provided for under this contract would be prevented or restricted by Clauses 16 and 17 of the Claims Allocation and Handling Agreement.

##### *11.6.3 Liability for small claims*

Nothing in this contract shall affect the application as between the parties of the provisions of the Claims Allocation and Handling Agreement which relate to liability for small claims equal to or below the Threshold (as defined in that agreement).

## **12 GOVERNING LAW**

This contract shall be governed by and construed in accordance with the laws of Scotland.

## **13 DISPUTE RESOLUTION**

### **13.1 ADRR**

A Relevant Dispute shall be referred for resolution in accordance with the Access Dispute Resolution Rules in force at the time of the reference (the “ADRR”), as modified by this Clause 13, unless:

- (a) any Part of the Network Code provides for an alternative dispute resolution procedure for the Relevant Dispute, in which case such alternative procedure shall apply;
- (b) any Part of Schedules 4, 5, 7 or 8 provides for an alternative dispute resolution procedure for the Relevant Dispute, in which case such alternative procedure shall apply; or
- (c) Clause 13.2 applies;

### **13.2 Unpaid sums**

If either party fails to pay:

- (a) any invoice issued to it under this contract in respect of Track Charges in accordance with the provisions of Schedule 7; or
- (b) any sum which has fallen due in accordance with the provisions of Schedules 4, 5 or 8 or the Network Code,

then:

- (i) the amount invoiced or sum due, as referred to in Clause 13.2(a) or (b), shall immediately constitute a debt due and owing from the party who has failed to pay the invoice or sum due to the other party (and to any assignee of a party's right to payment in respect of any Track Charges or other sum due);
- (ii) such debt shall be recoverable by any means available under the laws of Scotland; and
- (iii) the dispute resolution procedures in Clauses 13.1 and 13.3 to 13.5 shall not apply to proceedings commenced under this Clause 13.2.

### **13.3 Performance Orders**

#### *13.3.1 Power to order provisional relief*

For the purposes of section 39 of the Attribution Act 1996, should any Relevant Dispute be allocated in accordance with the ADRR to arbitration under Chapter F of the ADRR, the arbitrator shall have power to order on a provisional basis any relief which he would have power to grant in a final award including Performance Orders.

#### *13.3.2 Performance Orders*

A Performance Order:

- (a) is an order made under Clause 13.3.3(b), relating to a Relevant Dispute, whether by way of interim or final relief; and
- (b) may be applied for by Network Rail or the Train Operator in the circumstances set out in Clauses 8.1, subject to the qualifications in Clause 17.8,

and an application for a Performance Order shall be without prejudice to any other remedy available to the claimant under this contract (whether final or partial or interim and whether by way of appeal under the Network Code or otherwise).

#### *13.3.3 Duties of arbitrator in relation to Performance Orders*

Without prejudice to any additional remedies that may be ordered by the arbitrator under Clause 13.4, where a dispute is allocated in accordance with the ADRR to arbitration and a party has applied for a Performance Order, the parties shall agree in a Procedure Agreement, as defined in the ADRR, that:

- (a) the arbitrator shall decide as soon as possible whether the application is well founded or not; and
- (b) if the arbitrator decides that the application is well founded, it shall be required to make an interim or final declaration to that effect and, in that event, the arbitrator may also make any interim or final order directing any party to do or to refrain from doing anything arising from such declaration which he considers just and reasonable in all the circumstances.

### **13.4 Remedies**

The powers exercisable by the arbitrator as regards remedies shall include:

- (a) the power to make a declaration as to any matter to be determined in the proceedings, together with same powers as the Court of Session to order a party to do or refrain from doing anything and/or to order specific performance of a contract (other than a contract relating to land);
- (b) the powers specified in the ADRR;
- (c) the power to issue partial awards in respect of particular aspects of the matters in dispute;

- (d) the power to make Performance Orders; and
- (e) the power to order within the same reference to arbitration any relief specified in Clause 13.4 (a), (b) and (c) consequent upon, or for the breach of, any interim or partial or final Performance Order previously made.

### **13.5 Exclusion of applications on preliminary points of law**

Any recourse to any Court for the determination of a preliminary point of law arising in the course of the arbitration proceedings is excluded.

## **14 CONFIDENTIALITY**

### **14.1 Confidential Information**

#### *14.1.1 General obligation*

Except as permitted by Clause 14.2, all Confidential Information shall be held confidential during and after the continuance of this contract and shall not be divulged in any way to any third party without the prior written approval of the other party.

#### *14.1.2 Network Rail - Affiliates*

Except as permitted by Clause 14.2, Network Rail shall procure that its Affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information.

#### *14.1.3 Train Operator - Affiliates*

Except as permitted by Clause 14.2, the Train Operator shall procure that its Affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any person any Confidential Information.

### **14.2 Entitlement to divulge**

Either party, and its Affiliates, and its and their respective officers, employees and agents, shall be entitled in good faith to divulge any Confidential Information without the approval of the other party in the following circumstances:

- (a) to ORR;
- (b) to the Transport Scotland;
- (c) to any Affiliate of either party;
- (d) to any officer or employee of the party in question or any person engaged in the provision of goods or services to or for him if disclosure is necessary or reasonably required to enable the party in question to perform its obligations under this contract, upon obtaining an undertaking of strict confidentiality from such officer, employee or person;

- (e) to any professional advisers or consultants of such party engaged by or on behalf of such party and acting in that capacity, upon obtaining an undertaking of strict confidentiality from such advisers or consultants;
- (f) to any insurer or insurance broker from whom such party is seeking insurance or in connection with the making of any claim under any policy of insurance upon obtaining an undertaking of strict confidentiality from the insurer or insurance broker;
- (g) to any lender, security trustee, bank or other institution from whom such party is seeking or obtaining finance or credit support for such finance, or any advisers to any such entity, or any rating agency from whom such party is seeking a rating in connection with such finance or credit support, upon obtaining an undertaking of strict confidentiality from the entity, advisers or rating agency in question;
- (h) to the extent required by the Act, any licence under section 8 of the Act held by the party in question, any other applicable law, the rules of any recognised stock exchange or regulatory body or any written request of any taxation authority;
- (i) to the extent that it has become available to the public other than as a result of a breach of confidence;
- (j) under the order of any court or tribunal of competent jurisdiction (including the Allocation Chair or any relevant ADRR Forum, each as defined in the ADRR);
- (k) to SPTE or any successor thereto to the extent that the Train Operator is obliged to divulge such Confidential Information under section 20 of the Transport Act 1968 or under an agreement with Strathclyde Passenger Transport Executive entered into pursuant to section 20 of the Transport Act 1968 or any Franchise Agreement;
- (l) to the Scottish Executive; and
- (m) London Underground Limited, to the extent that:
  - (i) such information is in respect of the interaction between the operation of Services and the operation of railway passenger services by London Underground Limited on the Network; and
  - (ii) it is necessary to divulge such information for the safe and efficient operation of railway passenger services on the Network.

### **14.3 Return of Confidential Information**

Each of Network Rail and the Train Operator shall promptly return to the other party any Confidential Information requested by the other party if such request:

- (a) is made on or within two months after the Expiry Date or, if this contract lapses or is terminated earlier, is made within two months after the date on which this contract lapses or is terminated;
- (b) is reasonable; and

- (c) contains a sufficient description of the relevant Confidential Information to enable such information to be readily identified and located.

#### **14.4 Retention or destruction of Confidential Information**

If Network Rail or the Train Operator, as the case may be, has not received a request to return any Confidential Information to the other party under and within the time limits specified in Clause 14.3, it may destroy or retain such Confidential Information.

#### **14.5 Ownership of Confidential Information**

All Confidential Information shall be and shall remain the property of the party which supplied it to the other party.

#### **14.6 Network Code and Schedule 7**

Nothing in this Clause 14 restricts the right of Network Rail to disclose information to which this Clause 14 applies to the extent that it is permitted or required so to do under the Network Code or Schedule 7.

### **15 ASSIGNATION AND NOVATION**

#### **15.1 Assignment**

Neither party may assign, transfer, novate (including a novation under Clause 15.2) or create any encumbrance or other security interest over the whole or any part of its rights and obligations under this contract except to the extent approved by ORR following consultation with the other party, and subject to the conditions (if any) of ORR's approval.

#### **15.2 Novation**

Network Rail (and any assignee of all or part of Network Rail's rights under this contract) shall:

- (a) agree to the novation of the rights and obligations of the Train Operator under this contract in favour of another person (including the Scottish Ministers or a person nominated by it) in any circumstances where the Scottish Ministers requests Network Rail to participate in such a novation in the course of exercising its powers under section 30 of the Act; and
- (b) execute such contracts and do such things as the Scottish Ministers may reasonably request to give effect to the novation.

#### **15.3 Assignment and Novation terms**

Any assignment or novation under Clause 15.1 or Clause 15.2 shall be on terms having the object and effect that:

- (a) the Train Operator shall (following and notwithstanding such novation or assignment of obligations) be liable for:
  - (i) any accrued but unperformed obligation;

- (ii) the consequences of any breach of this contract which is the subject of any proceedings (arbitral or otherwise) for the resolution of a dispute between the parties; or
  - (iii) any thing done under this contract before, or as at the date of, any such assignation or novation (except to the extent that such other person agrees to assume and be responsible for it); and
- (b) such other person shall not be required by Network Rail, as a term of or a condition to the assignation or the novation, to agree to assume and be responsible for any unperformed obligation, liability or consequence of a breach of the kind referred to in Clause 15.3(a), but this shall not prevent any such agreement being a term or condition of the assignation or the novation if required by the Scottish Ministers.

## **16 PAYMENTS, INTEREST AND VAT**

### **16.1 Payment**

#### *16.1.1 No deduction*

All sums due or payable by either party under this contract shall be paid free and clear of any deduction, withholding or set off except only as may be required by law or as expressly provided in any Schedule to this contract or in the Network Code.

#### *16.1.2 Delivery of invoices*

All invoices issued under Schedule 7, or statements of amounts payable under Schedules 4, 5 or 8 or the Network Code, shall be delivered by hand at, or sent by prepaid first class post or by facsimile transmission (with confirmation copy by prepaid first class post) to, the address for service for the recipient specified in Schedule 1 and shall be deemed to have been received by the addressee in accordance with Clause 18.4.3.

#### *16.1.3 Content of invoices and other statements of amounts payable*

Each invoice and statement of amounts payable shall contain such detail as to the constituent elements of the amounts stated to be payable as shall be necessary or expedient so as to enable the person to whom it is given to understand and check it.

#### *16.1.4 Method of payment*

All payments shall be made by direct debit mandate or standing order mandate, CHAPS transfer, BACS transfer or other electronic or telegraphic transfer to a London clearing bank or such other financial institution as may be approved by the party entitled to the payment, such approval not to be unreasonably withheld or delayed.

## **16.2 Interest**

Without prejudice to any other rights or remedies which one party may have in respect of the failure of the other party to pay any amount on the due date, amounts payable under this contract and not paid by the due date shall carry interest (to accrue daily and to be compounded monthly) at the Default Interest Rate from the due date until the date of actual payment (as well after judgment as before), except to the extent that late payment arises from any failure by the invoicing party to comply with Clause 16.1.2 or Clause 16.1.3.

## **16.3 VAT**

### *16.3.1 Payment of VAT*

Where any taxable supply for VAT purposes is made under or in connection with this contract by one party to the other the payer shall, in addition to any payment required for that supply, pay such VAT as is chargeable in respect of it.

### *16.3.2 Reimbursement of VAT*

Where under this contract one party is to reimburse or indemnify the other in respect of any payment made or cost incurred by the other, the first party shall also reimburse 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 party (or for any person with whom the 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.

### *16.3.3 VAT credit note to be issued on repayment*

Where under this contract any rebate or repayment of any amount is payable by one party to the other, and the first party is entitled as a matter of law or of HM Revenue and Customs 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.

## **17 FORCE MAJEURE EVENTS**

### **17.1 Meaning of Force Majeure Event**

In this Clause 17:

“Affected Party” means, in relation to a Force Majeure Event, the party claiming relief under this Clause 17 by virtue of that Force Majeure Event, and “Non-affected Party” shall be construed accordingly;

“Force Majeure Event” means <sup>19th</sup> any of the following events (and any circumstance arising as a direct consequence of any of the following events):



- (a) an act of the public enemy or terrorists or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;
- (b) acts of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;
- (c) natural disasters or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
- (d) nuclear, chemical or biological contamination;
- (e) pressure waves caused by devices travelling at supersonic speeds;
- (f) discovery of fossils, antiquities or unexploded bombs; and
- (g) strike or other industrial action which is a single circumstance and which also is a strike or industrial action in sectors of the economy other than the railway industry;

“Force Majeure Notice” means a notice to be given by the Affected Party to the other party stating that a Force Majeure Event has occurred;

“Force Majeure Report” means a report to be given by the Affected Party to the other party following the giving of a Force Majeure Notice;

“Relevant Force Majeure Event” means a Force Majeure Event in relation to which an Affected Party is claiming relief under this Clause 17; and

“Relevant Obligation” means an obligation under this contract in respect of which a Force Majeure Event has occurred and the Affected Party has claimed relief under this Clause 17.

## **17.2 Nature and extent of relief for Force Majeure**

Force Majeure relief under this Clause 17:

- (a) extinguishes the obligation of the Affected Party to indemnify the other party under Clause 8.2 in respect of Relevant Losses sustained as a result of the failure of the Affected Party to perform a Relevant Obligation; but
- (b) is not available in respect of:
  - (i) any obligation to pay money under Schedules 4, 5, 7 and 8; or
  - (ii) any other obligation to do or refrain from doing any other thing provided for in this contract; and
- (c) is only available in relation to a failure to perform an obligation under the Network Code to the extent (including as to time and conditions) that the Network Code so provides.

## **17.3 Entitlement to Force Majeure relief**

An Affected Party is entitled to Force Majeure relief if and to the extent that:

- (a) performance of the Relevant Obligation<sup>19th</sup> has been prevented or materially impeded by reason of a Force Majeure Event;
- (b) it has taken all reasonable steps, taking account of all relevant circumstances (including as to whether the event in question could reasonably have been anticipated):
  - (i) to avoid the occurrence of the Force Majeure Event; and
  - (ii) to minimise, and where practicable avoid, the effects of the Force Majeure Event on its ability to perform the Relevant Obligation; and
- (c) except in the case of Clause 17.1(f), none of the Affected Party, its officers, employees or agents caused the Force Majeure Event.

#### **17.4 Procedure for claiming relief**

Without prejudice to Clause 17.3, an Affected Party is only entitled to claim Force Majeure relief under this Clause 17 if it complies with the obligations to give Force Majeure Notices, Force Majeure Reports and provide other information under Clause 17.5 and to perform its obligations under Clause 17.6.

#### **17.5 Force Majeure Notices and Reports**

##### *17.5.1 Force Majeure Notice*

In relation to any Relevant Force Majeure Event:

- (a) as soon as reasonably practicable after the Affected Party becomes aware, or ought reasonably to have become aware, that such Force Majeure Event qualifies for relief under this Clause 17 (and, in any event, within 72 hours of becoming aware of such circumstances), the Affected Party shall give a Force Majeure Notice; and
- (b) the Force Majeure Notice shall include detailed particulars (to the extent available) of the Relevant Force Majeure Event and its consequences, its effects on the Affected Party, the Relevant Obligations, the likely duration of such consequences and effects and the remedial measures proposed by the Affected Party to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects.

##### *17.5.2 Force Majeure Report*

Following the giving of a Force Majeure Notice:

- (a) the Affected Party shall give a Force Majeure Report as soon as practicable, and in any event within 7 days of service of the Force Majeure Notice; and
- (b) the Force Majeure Report shall constitute a full report on the Relevant Force Majeure Event, amplifying the information provided in the Force Majeure Notice and containing such information as may reasonably be required by the Non-affected Party, including the effect which the Relevant Force Majeure

Event is estimated to have on the Affected Party's performance of the Relevant Obligations.

#### *17.5.3 Other information*

The Affected Party shall promptly give the Non-affected Party all other information concerning the Relevant Force Majeure Event and the steps which could reasonably be taken, and which the Affected Party proposes to take, to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects as may reasonably be requested by the Non-affected Party from time to time.

### **17.6 Mitigation**

The Affected Party shall, promptly upon becoming aware of the occurrence of a Force Majeure Event in respect of which it intends to claim relief, use all reasonable endeavours to:

- (a) minimise the effects of such Force Majeure Event on the performance of the Relevant Obligations; and
- (b) minimise the duration of such Force Majeure Event,

and shall keep the Non-affected Party fully informed of the actions which it has taken or proposes to take under this Clause 17.6.

### **17.7 Duration of relief for force majeure**

The right of an Affected Party to relief under Clause 17.2 shall cease on the earlier of:

- (a) the date on which its performance of the Relevant Obligations is no longer prevented or materially impeded by the Relevant Force Majeure Event; and
- (b) the date on which such performance would no longer have been prevented or materially impeded if the Affected Party had complied with its obligations under Clause 17.6.

### **17.8 Availability of Performance Order**

If and to the extent that a breach of this contract has been caused by a Relevant Force Majeure Event, the Non-affected Party shall not be entitled to a Performance Order except to secure performance by the Affected Party of its obligations under this Clause 17.

## **18 MISCELLANEOUS**

### **18.1 Non waiver**

#### *18.1.1 No waiver*

No waiver by either party of any failure by the other to perform any obligation under this contract shall operate or be construed as a waiver of any other or further default, whether of a like or different character.

#### *18.1.2 Failure or delay in exercising a right or remedy*

The failure to exercise or delay in exercising a right or remedy under this contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

### **18.2 Variations**

#### *18.2.1 Amendments to be in writing and to be approved*

No amendment of any provision of this contract shall be effective unless:

- (a) such amendment is in writing and signed by, or on behalf of, the parties; and
- (b) if it is an amendment which requires ORR's approval under section 22 of the Act, the amendment has been approved by ORR.

#### *18.2.2 Exceptions*

Clause 18.2.1(b) does not apply to amendments of the following kinds:

- (a) an amendment made by virtue of a general approval issued by ORR under section 22 of the Act; and
- (b) a modification made by virtue of Clause 18.4.2.

#### *18.2.3 No Office of Rail Regulation approval needed*

Modifications of the following kinds do not require ORR's approval under section 22 of the Act and so are not subject to Clause 18.2.1(b):

- (a) modifications effected by virtue of any of the Schedules to this contract; and
  - (b) modifications effected by virtue of the Network Code,
- unless the relevant provision expressly states that it requires the approval of ORR.

#### *18.2.4 Conformed copy of contract*

Network Rail shall produce and send to the Train Operator and to ORR a conformed copy of this contract within 28 days of the making of any amendment or modification to it (including any modification made by virtue of Schedule 10).

### **18.3 Entire contract and exclusive remedies**

#### *18.3.1 Entire contract*

Subject to Clause 18.3.3:

- (a) this contract contains the entire agreement between the parties in relation to the subject matter of this contract;
- (b) each party acknowledges that it has not been induced to enter into this contract in reliance upon, nor has it been given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this contract and, to the extent that this is not the case, the relevant party unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to any such matter; and
- (c) neither party shall have any right to rescind or terminate this contract either for breach of contract or for misrepresentation or otherwise, except as expressly provided for in this contract.

#### *18.3.2 Exclusive remedies*

Subject to Clause 18.3.3 and except as expressly provided in this contract:

- (a) neither party shall have any liability (including liability arising as a result of any negligence, breach of contract or breach of statutory obligation) to the other in connection with the subject matter of this contract; and
- (b) the remedies provided for in this contract shall be the sole remedies available to the parties in respect of any matters for which such remedies are available.
- (c) or as may be required by law, all sums payable under this contract shall be paid in full without any deduction, withholding, retention or set-off.

#### *18.3.3 Fraud, death and personal injury*

Without prejudice to the generality of this Clause 18.3, nothing in this contract shall exclude, restrict or limit, or purport to exclude, restrict or limit:

- (a) any liability which either party would otherwise have to the other party, or any right which either party may have to rescind this contract, in respect of any statement made fraudulently by the other party before the execution of this contract;
- (b) any right which either party may have in respect of fraudulent concealment by the other party;

- (c) any right which either party may have in respect of a statement of the kind referred to in section 146 of the Act, whether or not proceedings have been instituted in that respect; or
- (d) any liability which either party may have towards the other party for death or personal injury resulting from its negligence or the negligence of any of its officers, employees or agents.

## **18.4 Notices**

### *18.4.1 Giving of notices*

Any notice to be given under this contract:

- (a) shall be in writing; and
- (b) shall be duly given if signed by or on behalf of a person duly authorised to do so by the party giving the notice and delivered by hand at, or by sending it by prepaid first class post recorded delivery or by facsimile transmission (with confirmation copy by prepaid first class post) to, the relevant address or facsimile number set out in Schedule 1.

For the purposes of this Clause 18.4 and Clause 16.1.2, delivery by hand shall include delivery by a reputable firm of couriers.

### *18.4.2 Right to modify communication details*

A party shall be entitled to modify in any respect the communication particulars which relate to it and which are set out in Schedule 1 by giving notice of such modification:

- (a) to the other party as soon as reasonably practicable; and
- (b) to ORR within 14 days of such modification.

### *18.4.3 Deemed receipt*

A notice shall be deemed to have been given and received:

- (a) if sent by hand or recorded delivery, at the time of delivery;
- (b) if sent by prepaid first class post from and to any place within the United Kingdom, three Working Days after posting unless otherwise proven; and
- (c) if sent by facsimile (subject to confirmation of uninterrupted transmission by a transmission report) before 1700 hours on a Working Day, on the day of transmission and, in any other case, at 0900 hours on the next following Working Day.

### *18.4.4 Copyees*

If Schedule 1 specifies any person to whom copies of notices shall also be sent:

- (a) the party giving a notice in the manner required by this Clause 18.4 shall send a copy of the notice to such person at the address for sending copies as specified in Schedule 1, or to such other person or address as may, from time to time, have been notified by the party to be notified to the notifying party under this Clause 18.4; and
- (b) such copy notice shall be sent immediately after the original notice.

18.5 NOT USED

## 18.6 Survival

Those provisions of this contract which by their nature or implication are required to survive expiry or termination of this contract (including the provisions of Clauses 8 (Liability), <sup>19th</sup> 10 (Liability - Other Matters), 11 (Restrictions on Claims); 12 (Governing Law), 13.2 (Unpaid Sums), 14 (Confidentiality), 16 (Payments, Interest and VAT), 17 (Force Majeure Events), paragraph 4 of Schedule 6 (Consequence of Termination) and Schedule 9 (Limitation on liability)), shall so survive and continue in full force and effect, together with any other provisions of this contract necessary to give effect to such provisions.

18.7 NOT USED

## 18.8 Application of the EC4T Metering Rules to other train operators

- (a) This is a *jus quaesitum tertio* created in favour of any train operator to enforce directly paragraphs 7.3, 9.7, 9.15, 9.19, 9.20, 9.21 and 12.1 of the EC4T Metering Rules;
- (b) This is a *jus quaesitum tertio* created in favour of any Metered Train Operator (as defined in the EC4T Metering Rules) to enforce directly such rights as have been granted to it under the EC4T Metering Rules.

## 19.1 Corresponding Rights

In relation to any Corresponding Right:

- (a) any Access Proposal or Rolled Over Access Proposal made under the Previous Access Agreement in relation to a Train Slot in respect of which there is a Corresponding Right shall:
  - (i) cease to have effect under the Previous Access Agreement as from the Transition Date; and
  - (ii) be deemed to have effect under this contract as from the Transition Date;
- (b) any Train Slot which is the subject of an Access Proposal or Rolled Over Access Proposal referred to in Clause 19.1(a) shall for all purposes be treated as if it had been established in and under this contract and not the Previous Access Agreement;
- (c) any consultations undertaken, notices served, matters referred to dispute resolution, agreements reached or determinations made which:

- (i) are made in accordance with Parts D, F, G or H of the Network Code under the Previous Access Agreement in relation to the Engineering Access Statement or Train Planning Rules, Major Projects, Vehicle Change, Network Change or train regulation; and
  - (ii) relate to a right under the Previous Access Agreement which is the subject of a Corresponding Right,
- shall:
- (A) cease to have effect under the Previous Access Agreement as from the Transition Date; and
  - (B) be deemed to have effect under this contract as from the Transition Date; and
- (d) in applying Schedule 4, effect shall be given:
- (i) in relation to any Restriction of Use which was notified before the Transition Date, to any Previous Notification Factor;
  - (ii) in relation to any Significant Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreement; and
  - (iii) in relation to any Competent Authority Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreement.

## 19.2 Definitions

In this Clause 19:

**“Corresponding Right”** means any right of a party under this contract which:

- (a) relates to the permission of the Train Operator to use the Routes; and
- (b) corresponds to a right which:
  - (i) existed under the Previous Access Agreement; and
  - (ii) ceased to have effect under the Previous Access Agreement as from the Transition Date;

**“Previous Access Agreement”** means the track access agreement dated 26 March 1996 between Network Rail Infrastructure Limited and ScotRail Railways Limited;

**“Previous Notification Factor”** means the Notification Factor as established by reference to Column C, D or E of Annex A to Part 3 of Schedule 4 under the relevant Previous Access Agreement; and

**“Transition Date”** means the date on which this contract comes into effect for all purposes.

**20** Schedule 11 shall have effect.



## **21 INTERIM TREATMENT OF 2013 PERIODIC REVIEW**

### **21.1 Treatment prior to implementation**

If the terms of a Proposed Review Notice proposing amendments to the Contract are not implemented in accordance with paragraph 7 of Schedule 4A to the Act on 1 April 2014 for any reason, then, irrespective of such terms not having been so implemented, each proposed amendment to the Contract set out in the Proposed Review Notice shall have effect on that date or from any later date (or dates) specified in the Proposed Review Notice in respect of any individual amendment, in each case until such time as:

- (a) a Review Implementation Notice is served; or
- (b) following a reference to the Competition Commission in accordance with paragraph 9 of Schedule 4A to the Act, any amendments to the Contract, made in accordance with paragraphs 12(8), 12(9) or 14(3) of Schedule 4A to the Act, come into operation.

### **21.2 Definitions**

In this Clause 21:

**“Current Control Period”** means the period of five years commencing at 0000 hours on 1 April 2009 and ending at 2359 hours on 31 March 2014;

**“Proposed Review Notice”** means as at the last day of the Current Control Period the most recently proposed Review Notice given by ORR in accordance with Schedule 4A of the Act;

**“Review Implementation Notice”** has the meaning given to “review implementation notice” in paragraph 7 of Schedule 4A to the Act; and

**“Review Notice”** has the meaning given to “review notice” in paragraph 4 of Schedule 4A of the Act.

**THIS IS SCHEDULE 1 REFERRED TO IN THE FOREGOING CONTRACT  
BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST  
SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND  
PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 1: CONTACT PARTICULARS**

1. Network Rail's address for service of notices is:

Network Rail Infrastructure Limited

Kings Place, 90 York Way

London

N1 9AG

Tel: 020 3356 9595

Fax: 020 3356 9300

All written notices to be marked:

“URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR”

and copied to:

Route Director

Network Rail

5<sup>th</sup> Floor

Buchanan House

58 Port Dundas Road

Glasgow G4 0LQ

Tel: 0141 555 4319

Fax: 0141 555 4931

2. The Train Operator's address for the service of notices is:

First ScotRail Limited<sup>20th</sup>

Atrium Court

50 Waterloo Street

Glasgow

G2 6HQ

Tel: 0141 335 4450

Fax: 0141 335 4592

All written notices to be marked:

“URGENT: ATTENTION THE MANAGING DIRECTOR”

and copied to:

(1) Transport Scotland<sup>20th</sup>  
Rail Division  
Buchanan House  
58 Port Dundas Road  
Glasgow  
G4 0LQ

**THIS IS SCHEDULE 2 REFERRED TO IN THE FOREGOING CONTRACT  
BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST  
SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND  
PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 2: THE ROUTES**

1. In order to provide the Services, the Train Operator has permission to use the routes specified in Column 1 of Table 2.1 and Table 2.2 of Schedule 5.
2. In order to provide services when any part of the route is unavailable, the Train Operator has permission to use any reasonable route for diversionary purposes, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question.
3. In order to make Ancillary Movements, the Train Operator has permission to use any reasonable route, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question.
4. In order to Stable railway vehicles, the Train Operator has permission to use any reasonable location, subject to obtaining any necessary route clearance for the Specified Equipment for the location in question.
5. Use of all routes is subject to the Network Code.

**THIS IS SCHEDULE 3 REFERRED TO IN THE FOREGOING CONTRACT  
BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST  
SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND  
PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 3: COLLATERAL AGREEMENTS**

1. An access agreement between (1) the Train Operator and (2) Network Rail granting the Train Operator permission to use the following stations:-  
Edinburgh Waverley Station  
Glasgow Central High Level Station  
London Euston Station
2. An agreement under which the Train Operator agrees to become a party to the Claims Allocation and Handling Agreement and, for the purpose of Schedule 6, the Claims Allocation and Handling Agreement.
3. A franchise agreement to be entered into between (1) the franchisee, (2) Transport Scotland.
4. An accession agreement to the document entitled Emergency Access Code as approved or directed by ORR and, for the purpose of Schedule 6, the Emergency Access Code.

**THIS IS SCHEDULE 4 REFERRED TO IN THE FOREGOING CONTRACT BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 4: ENGINEERING ACCESS STATEMENT, TRAIN PLANNING RULES AND RESTRICTIONS OF USE**

**PART 1  
NOT USED**

**PART 2  
NOT USED**

**PART 3: COMPENSATION FOR RESTRICTIONS OF USE**

**1 Definitions**

*1.1 Defined terms*

In this Part 3 and its Appendices, unless the context otherwise requires:

<b>“Applicable Timetable”</b>	means, in respect of any day, that part of the Working Timetable in respect of that day which is required to be drawn up in accordance with Condition D2.1.1 as at 22:00 hours on the day prior to that day;
<b>“Bi-annual Timetable”</b>	means either of the following: <ul style="list-style-type: none"><li>(a) the Corresponding Day Timetable for all days in the period from and including the Principal Change Date up to but excluding the immediately following Subsidiary Change Date; or</li><li>(b) the Corresponding Day Timetable for all days from and including the Subsidiary Change Date up to but excluding the immediately following Subsidiary Change Date or Principal Change Date, as the case may be;</li></ul>
<b>“Cancellation Minutes”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Cap”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Corresponding Day”</b>	means, in respect of any day (the <b>“first day”</b> ):

- (a) a day which is contained in the same Timetable Period as the first day and on which the Services scheduled in the New Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the New Working Timetable for the first day; or
- (b) if no day is found under paragraph (a) above, then a day which is contained in the equivalent Timetable Period for the time of year, in the year immediately preceding the Timetable Period which includes the first day and on which the Services scheduled in the New Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the New Working Timetable for the first day; or
- (c) if no day is found under paragraph (a) or (b) above, such other day as the parties may agree or as may be determined in accordance with paragraph 12.2;

**“Corresponding Day Timetable”** means, in relation to a Corresponding Day, the New Working Timetable or such other timetable as may be agreed between the parties or otherwise determined in accordance with paragraph 12.2;

**“Day 42 Statement”** shall have the meaning ascribed to it in paragraph 13.1(a);

**“Disrupted”** means:

- (a) cancelled;
- (b) diverted off the Route over which it was scheduled to run in the Corresponding Day Timetable; and/or
- (c) starting or finishing short in comparison with the Service as timetabled in the Corresponding Day Timetable;

**“First Restriction”** shall have the meaning ascribed to it in paragraph 2.12(a)(i);

**“First Restriction Period”** shall have the meaning ascribed to it in paragraph 2.12(a)(ii);

**“Further Restriction”** shall have the meaning ascribed to it in paragraph 2.12(a)(ii)(B);

**“High Speed Diversion”** means a situation in which a Train is diverted between successive Monitoring Points such that it travels a longer distance at a higher average speed than that normally scheduled and arrives at its destination at a time later than that specified in the New Working Timetable;

<b>“Monitoring Point”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Network Rail Restriction of Use”</b>	means any Restriction of Use other than an Operator Restriction of Use;
<b>“Notification Factor” or “NF”</b>	shall have the meaning ascribed to it in paragraph 9;
<b>“Operator Restriction of Use”</b>	means a Restriction of Use of the type referred to in paragraph 2.3;
<b>“Over-run”</b>	shall have the meaning ascribed to it in paragraph 2.12(a);
<b>“Period”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Public Holiday”</b>	means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;
<b>“Recovery Allowance”</b>	means an allowance for additional time incorporated in the New Working Timetable or (where the Train Operator requests that the allowance is not incorporated in the New Working Timetable and Network Rail complies with that request) the Applicable Timetable to allow a Train to regain time lost during an earlier part of its journey;
<b>“Restriction of Use”</b>	<p>means, in respect of any day, any restriction of use of all or any part of the Routes (other than one caused by a Recovery Allowance which was contained in the Applicable Timetable Planning Rules relevant to each Timetable Participant on or before D-26 which results in:</p> <ul style="list-style-type: none"> <li>(a) a difference between the Applicable Timetable on that day as compared with the New Working Timetable in respect of that day; and/or</li> <li>(b) a difference between the New Working Timetable on that day as compared with the Corresponding Day Timetable in respect of the Corresponding Day;</li> </ul>
<b>“Restriction of Use Day”</b>	means a day on which a Network Rail Restriction of Use is taken or deemed to be taken;
<b>“RoU Claim Notice”</b>	means a notice issued by either party pursuant to paragraph 2.8;
<b>“RoU Direct Costs”</b>	<p>means the aggregate amount of:</p> <ul style="list-style-type: none"> <li>(a) bus and taxi hire costs;</li> <li>(b) publicity costs;</li> <li>(c) train planning and diagramming costs; and</li> <li>(d) other costs directly related to the organisation and management of the Train Operator’s response to a Type 2 Restriction of Use,</li> </ul>

	reasonably incurred by the Train Operator as a result of a Type 2 Restriction of Use, adjusted by:
	(i) adding any increase in RoU Variable Costs; and
	(ii) deducting any decrease in RoU Variable Costs;
<b>“RoU Liability”</b>	means any costs, direct losses and expenses (including any loss of revenue) reasonably incurred or reasonably expected to be incurred by the Train Operator (including any increase in RoU Variable Costs but net of any benefit arising from the taking of a Restriction of Use including any decrease in RoU Variable Costs) as a consequence of a Type 3 Restriction of Use or any Restriction(s) of Use covered by an SPD Claim;
<b>“RoU Losses”</b>	means any RoU Direct Costs or RoU Liability (as applicable);
<b>“RoU Trigger Date”</b>	means, in respect of any Period, the later to occur of the following:
	(a) the date on which Network Rail issues a Day 42 Statement; and
	(b) in the event of any dispute in respect of Network Rail’s Day 42 Statement, the date on which such dispute is agreed or determined;
<b>“RoU Variable Costs”</b>	means any Train Operator costs which vary as a result of a Restriction of Use or where applicable an Over-run arising directly from changes in train mileage including maintenance, fuel or the Traction Electricity Charge, the Variable Track Usage Charge and the Capacity Charge;
<b>“SPD Claim”</b>	has the meaning specified in paragraph 2.10(c);
<b>“SPD Notice”</b>	means a notice issued by either party pursuant to paragraph 2.10(a);
<b>“SPD Period”</b>	means the period of any 3 or 7 (as the case may be) consecutive Periods in which it is agreed or determined that Sustained Planned Disruption has occurred in respect of the Train Operator, together with any subsequent consecutive Period up to but excluding the first Period to occur in respect of which it is agreed or determined that the test for Sustained Planned Disruption is not satisfied in respect of the Train Operator;
<b>“SPD Cost Threshold No.1”</b>	means £552,000;
<b>“SPD Cost Threshold No.2”</b>	means £1,104,000;
<b>“SPD Revenue Threshold No.1”</b>	means 20%;
<b>“SPD Revenue Threshold No.2”</b>	means 15%;



**“SPD Termination Notice”** has the meaning specified in paragraph 2.10(c);

**“Sustained Planned Disruption”** or means a circumstance where:

**“SPD”**

(a) the aggregate of the compensation payable in respect of a Service Group calculated in accordance with paragraph 3 for any Restriction of Use during:

(i) 3 consecutive Periods is equal to or exceeds SPD Revenue Threshold No.1; or

(ii) 7 consecutive Periods is equal to or exceeds SPD Revenue Threshold No.2,

and that the difference between the RoU Liability calculated in accordance with paragraph 8 and the compensation calculated in accordance with paragraph 3 and paragraph 4 for such Restrictions of Use during that period would be more than £10,000; or

(b) in respect of any Restriction of Use during :

(i) 3 consecutive Periods the difference between the Train Operator's RoU Liability (excluding any loss of revenue) calculated in accordance with paragraph 8 and the Train Operator's costs calculated under paragraph 4 would be more than SPD Cost Threshold No. 1; or

(ii) 7 consecutive Periods the difference between the Train Operator's RoU Liability (excluding any loss of revenue) calculated in accordance with paragraph 8 and the Train Operator's costs calculated under paragraph 4 would be more than SPD Cost Threshold No. 2;

**“Service Code”** shall have the meaning ascribed to it in Schedule 8;

**“Service Group”** shall have the meaning ascribed to it in Schedule 8;

**“Train”** shall have the meaning ascribed to it in Schedule 8;

**“Train–Bus–Train Pattern”** means a situation where:

(a) a Restriction of Use occurs on any section of track between:

(i) successive Monitoring Points; or

(ii) the station of origin and the next Monitoring Point; and

(b) the Train Operator uses a substitute bus or other alternative road service between any pair of stations

	situated:
	(i) between or including such successive Monitoring Points; or
	(ii) at or between the station of origin and the next Monitoring Point;
<b>“Type 1 Restriction of Use”</b>	means any single Restriction of Use which does not fall within the definition of Type 2 Restriction of Use or Type 3 Restriction of Use;
<b>“Type 2 Restriction of Use”</b>	means: <ul style="list-style-type: none"> <li>(a) a single Restriction of Use of more than 60 consecutive hours (excluding any part of that Restriction of Use which occurs during a Public Holiday); and</li> <li>(b) <u>which results in a Service being Disrupted</u></li> </ul>
	but excluding any Restriction of Use which falls within the definition of Type 3 Restriction of Use;
<b>“Type 3 Liability Claim”</b>	has the meaning specified in paragraph 2.7(b);
<b>“Type 3 Restriction of Use”</b>	means a single Restriction of Use of more than 120 consecutive hours (including any part of that Restriction of Use which occurs during a Public Holiday);
<b>“Unplanned Over-run Period”</b>	shall have the meaning ascribed to it in paragraph 2.12(a)(ii)(A);
<b>“Viable Transfer Point”</b>	a station normally served by the services operated by the Train Operator, and equipped to enable the efficient and safe transfer of trainloads of passengers to and from alternative modes of transport, and/or services operated by other Train Operators, and which the parties have agreed, and set out in Annex B, shall be used for the purpose of providing bus substitution services, and for calculating the costs of bus substitution services in accordance with the provisions of paragraph “4 Cost Compensation for Network Rail Restrictions of Use”;
<b>“Week”</b>	means a period commencing at 00:00:00 hours on any Saturday and ending at 23:59:59 hours on the next following Friday; and
<b>“White Period”</b>	means any period during which the taking of a Restriction of Use would not result in any compensation being payable in accordance with paragraph 3.

## **1.2**     *Suspension Notices*

Wherever a Suspension Notice is in force, the effects of that Suspension Notice shall be the subject of Clause 3.6 and not of this Schedule 4. A Restriction of Use shall only be treated as a Restriction of Use to the extent that it involves a Restriction of Use of all or any part of the Routes which is not covered by the restriction under that Suspension Notice.

## **1.3**     *Possession*

Any reference in this contract to the term “possession”, whether on its own or in composite, should be construed as “Restriction of Use” as defined in this Part 3.

## **1.4**     *White Period*

In respect of any Type 1 Restriction of Use, Type 2 Restriction of Use or Type 3 Restriction of Use, where a Restriction of Use starts before and/or ends after a White Period, the entire length of the Restriction of Use shall be taken into account when counting the cumulative total hours.

# **2**     **Application of this Part**

## **2.1**     *Entry into effect*

This Part 3 shall apply in respect of Restrictions of Use.

## **2.2**     *Applicable Engineering Access Statement and the Network Code*

The provisions of this Part 3 shall be without prejudice to:

- (a)     Network Rail's right to take Restrictions of Use under or pursuant to the Applicable Engineering Access Statement;
- (b)     the establishment of any amended Working Timetable under Part H of the Network Code; and
- (c)     any rights pursuant to the Network Code that the Train Operator may have to challenge any decision of Network Rail.

## **2.3**     *Operator Restriction of Use*

Network Rail shall not be obliged to make any payments to the Train Operator for any one or more Restrictions of Use to the extent:

- (a)     required as a result of any damage to the Network or Environmental Damage which in each case:
  - (i)     arises wholly or mainly from the operations of the Train Operator or its failure to comply with its obligations under this contract; and
  - (ii)     Network Rail demonstrates is in excess of fair wear and tear arising from use of the Network by the Train Operator;

- (b) requested by the Train Operator (other than for the purposes of inspection, maintenance, renewal or repair of the Network); or
- (c) required in connection with a Network Change proposed by the Train Operator under Condition G3.

#### 2.4 *Network Rail payments*

Subject to paragraph 2.3, Network Rail shall make payments to the Train Operator (in accordance with the procedure in paragraph 13) in respect of a Network Rail Restriction of Use calculated in accordance with paragraphs 2.5 to 2.7 and 2.10 where applicable.

#### 2.5 *Type 1 Restriction of Use*

Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 1 Restriction of Use.

#### 2.6 *Type 2 Restriction of Use*

- (a) Except where paragraph 2.6(c) applies, Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 2 Restriction of Use.
- (b) If either party reasonably believes or expects that the difference between RoU Direct Costs calculated in accordance with paragraph 6 and the costs calculated under paragraph 4 would exceed £10,000 then that party will be entitled to require that the costs be calculated in accordance with paragraph 6 by serving an RoU Claim Notice within the time periods set out in paragraph 2.8.
- (c) Following a request in accordance with paragraph 2.6(b), if it is agreed or determined that the difference between RoU Direct Costs calculated in accordance with paragraph 6 and the costs calculated under paragraph 4 exceeds £10,000 then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 6.

#### 2.7 *Type 3 Restriction of Use*

- (a) Except where paragraph 2.7(c) applies, Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 3 Restriction of Use.
- (b) If either party reasonably believes or expects that the difference between RoU Liability calculated in accordance with paragraph 7 and the costs and losses calculated under paragraphs 3 and 4 would exceed £10,000 then that party will be entitled to require that the costs and losses be calculated in accordance with paragraph 7 instead by serving an RoU Claim Notice within the time periods set out in paragraph 2.8 (a "Type 3 Liability Claim").
- (c) Following a request in accordance with paragraph 2.7(b), if it is agreed or determined that the difference between RoU Liability calculated in accordance with paragraph 7 and the costs and losses calculated under paragraphs 3 and 4 exceeds £10,000 then

the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 7.

#### **2.8**     *RoU Claim Notice*

- (a)     Either party wishing to make a request pursuant to Clause 2.6(b) or Clause 2.7(b) must notify the other that a Restriction of Use is a Type 2 Restriction of Use or a Type 3 Restriction of Use and that the circumstances in paragraph 2.6(b) or 2.7(b) (as applicable) apply within 56 days of the RoU Trigger Date relating to the Period in which that Restriction of Use commences.
- (b)     The notice referred to in paragraph 2.8(a) must, if provided by the Train Operator, include details of the estimate of the RoU Direct Costs or RoU Liability (as applicable) which the Train Operator has incurred in respect of the relevant Restriction of Use.

#### **2.9**     *Changes to Restrictions of Use*

- (a)     Where a single Restriction of Use falls within the definition of one type of Restriction of Use and there is a change which means that no Restriction of Use occurs or that the Restriction of Use occurs as another type of Restriction of Use, then that Restriction of Use shall be treated, for the purposes of the calculation and payment of compensation, as if it had always been the latter type of Restriction of Use (or, where applicable, as if it had not been a Restriction of Use).
- (b)     For the purposes of paragraph 2.9(c), a Restriction of Use shall be deemed to be taken if and to the extent that it results in any difference between timetables of the type referred to in the definition of “Restriction of Use” when notified, whether or not the restriction giving rise to that Restriction of Use was subsequently cancelled in whole or in part.
- (c)     Where a change to a Restriction of Use reduces the impact of the Restriction of Use and accordingly changes its type or means that there is no Restriction of Use in accordance with paragraph 2.9(a), the Train Operator may, within 28 days of the date on which the change to the Restriction of Use was notified to the Train Operator by Network Rail, serve a notice on Network Rail which sets out any costs to which the Train Operator is already committed or has already incurred and any costs associated with responding to the Restriction of Use (both before and after the change). The Train Operator shall be entitled to recover such costs provided that such costs are reasonable and were properly committed or incurred in the circumstances. For the purposes of this Clause 2.9(c), references to “costs” shall mean those categories of costs which the Train Operator would have been entitled to recover under this Schedule 4 for that type of Restriction of Use which the Restriction of Use was classified as prior to its change.

#### **2.10**    *Sustained Planned Disruption*

- (a)     If either party reasonably believes that a Sustained Planned Disruption has occurred then that party will be entitled to require that the costs and losses for the Restrictions of Use for the relevant services during the relevant SPD Period be calculated in accordance with paragraph 8 by serving a notice on the other (an “SPD Notice”) in accordance with paragraph 2.10(b).

- (b) Unless otherwise agreed in writing, an SPD Notice must be served no later than the day falling 56 days after the issue of the Day 42 Statement which followed the end of the relevant SPD Period and must include a short explanation of why it reasonably believes a Sustained Planned Disruption has occurred and a statement of when the SPD Period commenced.
- (c) Following the issue of an SPD Notice, either party may serve a notice (an "SPD Termination Notice") stating that it reasonably believes that the relevant Sustained Planned Disruption is no longer occurring, such notice to include a short explanation of why the party serving it reasonably believes that the Sustained Planned Disruption has ceased and stating the Period in which such cessation has occurred. A party receiving an SPD Termination Notice shall within 30 days of its receipt by notice to the serving party either accept or reject the SPD Termination Notice and where it rejects the notice it shall include with its rejection notice a short explanation of why it reasonably believes the Sustained Planned Disruption is continuing. If the parties fail to reach agreement within 30 days after service of a rejection notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, either party may notify the other that the dispute resolution procedure set out in paragraph 13.3 is to apply (save that references to paragraph 13.2 shall be construed as being references to this paragraph).
- (d) Following the issue of an SPD Notice the party that issued that notice must serve a claim (an "SPD Claim"):
  - (i) no later than the day falling 112 days after the issue of the Day 42 Statement for the last Period in the relevant SPD Period; or
  - (ii) where an SPD Period has exceeded 13 consecutive Periods in length or upon the termination or expiry of this Access Agreement, whichever comes first, unless otherwise agreed in writing, no later than the day falling 112 days after the issue of the Day 42 Statement which followed the 13<sup>th</sup> consecutive Period or the termination or expiry of this Access Agreement (as applicable),
 whichever is the earlier.
- (e) Provided a party has issued an SPD Notice in accordance with paragraph 2.10(b), nothing in paragraph 2.10(d) shall prevent that party from issuing more than one SPD Claim in respect of the same Sustained Planned Disruption, provided that:
  - (i) each such SPD Claim relates to a different period within the said SPD Period (so there is no double-counting); and
  - (ii) no SPD Claim can be issued after the last day for serving notice specified under paragraph 2.10(d).
- (f) An SPD Claim must include details of when and why that party reasonably believes that a Sustained Planned Disruption has occurred and in particular:
  - (i) if the claim is made by the Train Operator, such details as may reasonably be available of the RoU Liability which the Train Operator has incurred or reasonably expects to incur in respect of the relevant Restrictions of Use during the SPD Period; or

- (ii) if the claim is made by Network Rail, the reasons why Network Rail reasonably believes that the Train Operator has been overcompensated or may be overcompensated by more than the relevant amount.
- (g) Following the service of an SPD Claim, if and to the extent it is agreed or determined that a Sustained Planned Disruption has occurred in the period covered by the claim then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 8 in respect of the SPD Period (or where applicable the part of the SPD Period) covered by the SPD Claim.

#### 2.11 *Early notice of RoU Losses*

The parties may at any time engage in discussions on any matter likely to result in payments in respect of any RoU Losses and shall use reasonable endeavours to agree whether such RoU Losses calculated in accordance with paragraph 6, 7 or 8 are likely to arise and/or what mitigating actions should be contemplated to reduce or avoid such RoU Losses. The party initiating such discussions shall provide to the other reasonable evidence in writing of why it thinks such RoU Losses will arise or mitigating actions should be contemplated. Following any agreement or determination that such RoU Losses are likely to arise in connection with one or more future Restrictions of Use or that mitigating actions should be contemplated, the parties shall where reasonably practicable engage in discussions on any options for mitigating costs, revenue loss and/or disruption including any advance compensation for such Restriction(s) of Use to the extent such advance compensation would or would reasonably be expected to facilitate the mitigation of the contemplated disruption. Nothing in this Agreement shall prevent Network Rail and the Train Operator agreeing any options for mitigating costs and disruption in respect of any Restriction(s) of Use. Unless otherwise agreed, the timescales for claiming RoU Losses shall still apply.

#### 2.12 *Over-runs*

- (a) For the purposes of this paragraph 2.12, an over-run ("Over-run") occurs where:
  - (i) there is a Restriction of Use which is not an Operator Restriction of Use (the "First Restriction");
  - (ii) following the end of the relevant period of difference between timetables referred to in sub-paragraphs (a) and (b) of the definition of Restriction of Use which served to establish the existence of that Restriction of Use (the "First Restriction Period"), there is either:
    - (A) a further period of at least one hour during which Services are Disrupted due to (1) any incident attributed under Schedule 8 to circumstances arising from any restriction of operation of the Network which are a consequence of the First Restriction or (2) any act or omission in connection with any activities planned or undertaken which are directly attributable to the First Restriction (including any failure to remove the First Restriction by the time scheduled for its removal in the Applicable Engineering Access Statement) but excluding any act or omission by the Train Operator for which it would be allocated

responsibility under this Contract (the "Unplanned Over-run Period"); and/or

- (B) a further Restriction of Use is taken which is at the same location as all or part of the First Restriction and directly connected with or attributable to any activities undertaken or planned to be undertaken under the First Restriction (a "Further Restriction" ),

in each case without there being any intervening period between the First Restriction and the relevant Unplanned Over-run Period or Further Restriction, which is not either a White Period, Unplanned Over-run Period or a Further Restriction.

- (b) Where a Restriction of Use is subject to one or more Over-runs, then the entire duration from the start of the First Restriction to the end of the last Over-run in respect of the Restriction of Use shall be treated as making up a single Restriction of Use.

- (c) Where there is an Over-run which results in a Service being Disrupted which:

is not part of either a Type 2 or Type 3 Restriction of Use;

lasts for more than one hour; and

results in the Train Operator incurring costs in the category of RoU Direct Costs in relation to the Over-run in excess of £10,000,

then the Unplanned Over-run Period element of that Over-run (but not the relevant First Restriction Period or the period of any Further Restriction) shall for the purposes only of calculating RoU Direct Costs be deemed to constitute a Type 2 Restriction of Use.

- (d) For the purposes of calculating RoU Liability under paragraph 7 (when it is agreed or determined that the requirements of paragraph 2.7(c) are satisfied) or paragraph 8 when there is agreed or determined to be a Sustained Planned Disruption, the amount of the RoU Liability shall be calculated:

- (i) including costs, direct losses and expenses (including loss of revenue and any increase in RoU Variable Costs) reasonably incurred or reasonably expected to be incurred by the Train Operator as a consequence of any Unplanned Over-run Period; and

- (ii) offsetting any benefit as a consequence of the Unplanned Over-run Period including:

- (A) any reduction in RoU Variable Costs;

- (B) any payments made as result of paragraph 2.12(c); and

- (C) any payments received by the Train Operator under Schedule 8.

- (e) This paragraph 2.12 shall not result in any Unplanned Over-run Period being subject to either revenue loss compensation for Network Rail Restrictions of Use under paragraph 3 or costs compensation for Network Rail Restrictions of Use under paragraph 4.



### 3 Revenue loss compensation for Network Rail Restrictions of Use

#### 3.1 Basis for calculations

For each Period and for each Service Group, Network Rail shall calculate the compensation payable in respect of all Network Rail Restrictions of Use on each Restriction of Use Day in that Period by applying, in accordance with paragraphs 3.2 and 3.3, the formulae in paragraphs 3.4, 3.5 and 3.6. For the purposes of determining for this paragraph 3 to which Service Group a particular Train is allocated, a Train (or portion of a Train) shall be treated as allocated to a particular Service Group by reference to its Service Code, provided that where a particular Train (or portion of a Train) is given a different Service Code in the New Working Timetable from the Service Code given to it in the Applicable Timetable or a different Service Code in the Corresponding Day Timetable from the Service Code given to it in the New Working Timetable it shall be treated as part of the Service Group in relation to whichever of those Service Codes most correctly applies to that Train or, where both Service Codes could equally apply to that Train, to the Service Code applied to that Train in the New Working Timetable.

#### 3.2 Separate calculations

In applying the formula in paragraph 3.4, Network Rail shall calculate the compensation payable separately in respect of all:

- (a) Network Rail Restrictions of Use which are taken into account in the New Working Timetable; and
- (b) Network Rail Restrictions of Use which are not so taken into account but are taken into account in the Applicable Timetable.

#### 3.3 Meaning of T1 and T2

In paragraph 3.4:

- (a) where Network Rail is making the calculation for the purpose of paragraph 3.2(a), T1 shall mean the Corresponding Day Timetable and T2 shall mean the New Working Timetable for the Restriction of Use Day; and
- (b) where Network Rail is making the calculation for the purpose of paragraph 3.2(b), T1 shall mean the New Working Timetable for the Restriction of Use Day and T2 shall mean the Applicable Timetable for the Restriction of Use Day.

#### 3.4 Formula

The formula referred to in paragraph 3.1 is as follows:

$$RP = \Sigma((WACM + NREJT) \bullet BF \bullet MRE \bullet NF)$$

where:

- (a)  $\Sigma$  is the sum across all Network Rail Restrictions of Use and all Restriction of Use Days in the Period;
- (b) WACM is the weighted average of Cancellation Minutes for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$WACM = (CM - NRPP) \bullet \Sigma \frac{(MPW \bullet CS)}{SS}$$

where:

CM is the Cancellation Minutes for the Service Group in question specified in column J of Appendix 1 to Schedule 8;

NRPP is the Network Rail performance point for the Service Group in question specified in column B of Appendix 1 to Schedule 8;

Σ is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to the Monitoring Point, as specified in column O of Appendix 1 to Schedule 8;

CS is the number by which the number of stops at that Monitoring Point scheduled for that day in T2 is less than SS as a result of the Network Rail Restriction of Use; and

SS is the number of stops at the Monitoring Point scheduled for that day in T1;

- (c) NREJT is the extended Journey Time as a result of a Network Rail Restriction of Use in respect of Services in that Service Group, for the Restriction of Use Day, being Services which are not cancelled, calculated according to the following formula:

$$NREJT = EJT \bullet (1 - \Sigma \frac{(MPW \bullet CS)}{SS})$$

where:

Σ, MPW, CS and SS have the meanings ascribed to them in paragraph 3.4(b) above; and

EJT is the extended Journey Time as a result of a Network Rail Restriction of Use in respect of Services in that Service Group calculated according to the following formula:

if no Train in that Service Group is scheduled in T2 for that day, then EJT shall equal 0;

if otherwise,

EJT is the lesser of:

the number of minutes specified as the Cap for the Service Group in column K of Appendix 1 to Schedule 8; and

- (i)  $AJT \bullet ((u-v)/v)$ ,

provided always that if v equals or is greater than u, EJT shall equal 0;

where:

AJT is the average Journey Time for Trains in the Service Group scheduled for that day in T1, and shall be equal to the aggregate of the Journey Times scheduled in T1 in respect of such Trains divided by the

aggregate number of Journeys scheduled in T1 in respect of such Trains;

- u is the average speed of Trains in the Service Group scheduled for that day in T1, and shall be equal to the aggregate of the number of miles scheduled to be run in T1 by such Trains divided by the aggregate of the Journey Times scheduled in T1 in respect of such Trains; and
- v is the speed to which the average speed of Trains in the Service Group scheduled for that day in T2 is reduced as a result of the Network Rail Restrictions of Use (calculated by reference to the aggregate of the number of miles which such Trains are scheduled to run in T2 divided by the aggregate of the end to end Journey Times scheduled in T2 in respect of such Trains),

and for the purposes of this paragraph 3.4:

“Journey”

means the journey of the Train scheduled in the relevant timetable from its station of origin to its destination station; provided that if a Train crosses a Service Group boundary then in respect of each Service Group the Train’s station of origin and destination station shall respectively mean the station at which the Train commences that part of its journey in that Service Group and the station at which it ends that part of its journey in that Service Group; and that where any Train splits to become more than one Train then that part of the Train’s journey up to the station where it splits shall be treated as one journey and each Train into which the Train splits shall be treated as making a separate journey; and

“Journey Time”

shall be calculated in respect of each journey by reference to the difference in minutes between the time of departure from the station of origin and the time of arrival at the destination station;

- (d) BF is the busyness factor, as calculated for each Service Group according to the following formula:

$$BF = \frac{\sum (MPW \bullet SS)}{AS}$$

where:

AS is the average number of stops at the Monitoring Point (being the Monitoring Point referred to in the definition of MPW) per day scheduled in the Tri-annual Timetable; and

MPW and SS have the meanings ascribed to them in paragraph 3.4(b); and

- (e) MRE is the marginal revenue effect specified in column C of Appendix 1 to Schedule 8, as indexed according to the relevant provisions of Schedule 8.

### 3.5 *High Speed Diversions*

Where there is a High Speed Diversion and WACM, as defined in paragraph 3.4(b), has a value equal to or less than zero then the following formula shall apply:

$$ANRP = \frac{TDR_{SG}}{TDT_{SG}} \bullet (CM - NRPP) \bullet MRE \bullet BF \bullet NF$$

where:

ANRP is the additional Network Rail payment;

$TDR_{SG}$  is, in respect of each Service Group and each Restriction of Use Day on which a High Speed Diversion applies, the number of Trains in the Service Group scheduled in T2 to be subject to the High Speed Diversion;

$TDT_{SG}$  is the total number of Trains scheduled to be run in the Service Group in T1;

T1 and T2 shall have the meanings ascribed to them in paragraph 3.3; and

CM, NRPP, MRE and BF shall have the meanings ascribed to them in paragraph 3.4.

In such a situation, the Train Operator shall provide Network Rail with evidence, either that the High Speed Diversion has been common for the Services in question in the past or that the High Speed Diversion would arise as a result of a change in circumstances.

In default of agreement, in relation to the adequacy of such evidence, between the Train Operator and Network Rail within 28 days after the New Working Timetable is issued reflecting the relevant Network Rail Restriction of Use, the mechanism and procedure for dispute resolution set out in paragraphs 13.2, 13.3 and 13.4 shall apply.

### 3.6 *Train-Bus-Train Patterns*

If any Service Group on any day is subject to a Train-Bus-Train Pattern on account of a Network Rail Restriction of Use, and where WACM, as defined in paragraph 3.4(b), has a value equal to or less than zero, then Network Rail shall pay to the Train Operator an additional payment calculated as follows:

$$ANRP = \frac{TTSSG}{TTR_{SG}} \bullet (CM - NRPP) \bullet DV \bullet MRE \bullet BF \bullet NF$$

where:

ANRP is the additional Network Rail payment;

$TTSSG$  is the total number of Trains scheduled in T2 to be run in the Service Group for that Restriction of Use Day to terminate at a destination other than that shown for those Trains due to a Train-Bus-Train Pattern in T1;

$TTR_{SG}$  is the total number of Trains scheduled to be run in the Service Group in T1;

T1 and T2 shall have the meanings ascribed to them in paragraph 3.3;

CM, NRPP, MRE and BF shall have the meanings ascribed to them in paragraph 3.4; and

DV shall have the value of 0.125,

provided that if:

$TTR_{SG}$  is less than  $TTS_{SG}$  then  $\frac{TTS_{SG}}{TTR_{SG}}$  shall be deemed to have the value of one.

In such a situation the Train Operator shall provide Network Rail with evidence, either that the Train-Bus-Train Pattern resulting from the Network Rail Restriction of Use is an arrangement that has been commonly used in the past by that Train Operator on the Services in question, or that it has arisen due to a change in circumstances.

In default of agreement, in relation to the adequacy of such evidence, between the Train Operator and Network Rail within 28 days after the New Working Timetable is issued reflecting the relevant Network Rail Restriction of Use, the mechanism and procedure for dispute resolution set out in paragraphs 13.2, 13.3 and 13.4 shall apply.

## 4 Costs compensation for Network Rail Restrictions of Use

### 4.1 Basis for calculations

For each Period and for each Service Group, Network Rail shall calculate the compensation payable in respect of all Network Rail Restrictions of Use on each Restriction of Use Day in that Period by applying the formulae in paragraph 4.2. For the purposes of determining for this paragraph 4 to which Service Group a particular Train is allocated, a Train (or portion of a Train) shall be treated as allocated to a particular Service Group by reference to its Service Code, provided that where a particular Train (or portion of a Train) is given a different Service Code in the New Working Timetable from the Service Code given to it in the Applicable Timetable or a different Service Code in the Corresponding Day Timetable from the Service Code given to it in the New Working Timetable it shall be treated as part of the Service Group in relation to whichever of those Service Codes most correctly applies to that Train or, where both Service Codes could equally apply to that Train, to the Service Code applied to that Train in the New Working Timetable.

### 4.2 Cost compensation formula

The formula referred to in paragraph 4.1 is as follows:

$$\text{Cost compensation} = \sum (\text{RRBC} + \text{TMC})$$

where:

- (a)  $\sum$  is the sum across all applicable Network Rail Restrictions of Use and all Restriction of Use Days in the Period;
- (b) RRBC is the rail replacement bus cost, for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$\text{RRBC} = \text{EBM} \times \text{EBMPR}$$

EBM is the number of estimated bus miles for the Train Operator; and  
EBMPR is the payment rate per EBM, which is £9.19.

If there is full bus replacement

$$\text{EBM} = \text{EBMW} \times \text{FBRmiles}$$

If there is partial bus replacement

$$\text{EBM} = \text{EBMW} \times 0.5 \times \text{PBRmiles} \times \text{ITS}$$

where:

EBMW is the weighting applicable to the affected section of route, as set out in Annex B to this Part 3 of Schedule 4;

FBR miles is the length of route, in miles, between the applicable pair of Viable Transfer Points over which train services are affected and for which full bus replacement is required as set out in Annex B to this Part 3 of Schedule 4;

PBR miles is the length of route, in miles, between the applicable pair of Viable Transfer Points over which train services are affected and for which partial bus replacement is required as set out in Annex B to this Part 3 of Schedule 4;

ITS is 1 or the percentage of trains stopping at intermediate stations for those cases where EBMW = 50%.  
and

- (c) TMC is the cost or saving resulting from train mileage change, for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

$$\text{TMC} = \text{TM} \times \text{TMPR}$$

where:

TM is the change in train mileage; and

TMPR is the payment rate per train mile, as stipulated in Annex C to this Part 3 of Schedule 4.

## 5 Estimated bus miles change mechanism

### 5.1 *Circumstances in which parties agree to amend Annex B*

Either party may by notice to the other propose that Annex B be amended in accordance with this paragraph 5.

### 5.2 *Procedure for amendments to Annex B*

- (a) The party who wishes to amend Annex B shall notify the other party of any such proposed change and the date from which it proposes that such change will have effect:

- (i) where such change relates to a forthcoming timetable change, on or before the first day of the month which falls 6 months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and
  - (ii) in any other case prior to the date from which it proposes such change shall have effect.
- (b) Any notice under sub-paragraph 5.2(a) shall specify as far as possible that party's proposed amendments to Annex B. Promptly following the service of any such notice the parties shall endeavour to agree whether Annex B should be amended in accordance with this paragraph 5 and if so the amendments.
- (c) If the parties fail to reach agreement within 90 days after service of the relevant notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, the matter may be referred for resolution in accordance with the ADRR. In respect of any such dispute which is referred for resolution under the ADRR the parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum shall have regard to any relevant criteria and/or policy statement most recently issued by ORR.
- (d) Any amendment to Annex B shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this paragraph 5, the parties shall use all reasonable endeavours to ensure that ORR is furnished with such amendment and sufficient information and evidence as it shall require to determine whether or not to approve the amendment.
- (e) Any amendment to Annex B shall apply with effect from:
  - (i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 5.2 (a) (i) applies); or
  - (ii) subject to paragraph 5.2 (d) the date proposed by the party requesting the change in accordance with paragraph 5.2 (a) (ii) (unless otherwise agreed by the parties or determined by the expert in relation to the change).

### 5.3 *Costs of implementing amendment*

The party proposing the amendment to Annex B shall (subject to any determination of an expert as to costs, where a matter is referred to that expert under paragraph 5.2(c)) pay 90 percent of costs incurred by or on behalf of the other party in assessing and implementing the amendments to Annex B, provided that those costs shall be the minimum reasonably necessary to assess and implement that amendment.

## **6 RoU Direct Costs compensation for Type 2 Restrictions of Use**

### 6.1 *Compensation arrangements*

- (a) Following receipt of an RoU Claim Notice in respect of a Type 2 Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Direct Costs compensation to be paid by

one party to the other in respect of such Type 2 Restriction of Use and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.

- (b) Once the compensation referred to in paragraph 6.1(a) has been agreed or determined (and has been compared against any amounts calculated under paragraph 4 together with any other amounts paid or due to the Train Operator from Network Rail in relation to such Restriction of Use) then, in the event of:
  - (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator shall be the full amount of the RoU Direct Costs actually incurred by the Train Operator less any amounts calculated under paragraph 4 which have already been paid or are due for such Restriction of Use and any other amounts in respect of any RoU Direct Costs received by the Train Operator from Network Rail in respect of such Restriction of Use; or
  - (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator which was calculated under paragraph 4 and the RoU Direct Costs actually incurred by the Train Operator in respect of such Restriction of Use.
- (c) Network Rail shall include in the statement provided by it in respect of each Period under paragraph 13.1(a) details of the compensation agreed or determined under this paragraph 6 and paragraph 10 to be payable in respect of any Type 2 Restriction of Use taken in that Period and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

## **7 RoU Liability compensation for Type 3 Restrictions of Use**

### **7.1 Compensation arrangements**

- (a) Following receipt of an RoU Claim Notice in respect of a Type 3 Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Liability compensation to be paid by one party to the other in respect of the Type 3 Restriction of Use and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.
- (b) Once the compensation referred to in paragraph 7.1(a) has been agreed or determined (and has been compared against the aggregate of any amounts calculated under paragraphs 3 and 4 together with any other amounts paid or due to the Train Operator from Network Rail in relation to such Restriction of Use) then, in the event of:
  - (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator shall be the full amount of the RoU Liability actually incurred by the Train Operator less any amounts calculated under paragraphs 3 and 4 which have already been paid or are due for such Restriction of Use and any other amounts received by the Train Operator from Network Rail in respect of such Restriction of Use; or



- (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator which was calculated under paragraphs 3 and 4 and the RoU Liability actually incurred by the Train Operator in respect of such Restriction of Use.
- (c) Network Rail shall include in the statement provided by it in respect of each Period under paragraph 13.1(a) details of the compensation agreed or determined under this paragraph 7 and paragraph 10 to be payable in respect of any Type 3 Restriction of Use taken in that Period and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

## **8 Sustained Planned Disruption payments**

### **8.1 *Payment arrangements***

- (a) Following an agreement or determination that a Sustained Planned Disruption has occurred during an SPD Period, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Liability compensation to be paid by one party to the other in respect of the Restrictions of Use during the relevant SPD Period and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.
- (b) Once the compensation referred to in paragraph 8.1(a) has been agreed or determined (and has been compared against the aggregate of any amounts calculated under paragraphs 3 and 4 together with any other amounts paid or due to the Train Operator from Network Rail in respect of such Restriction of Use) then, in the event of:
  - (i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator in respect of the Restrictions of Use during the relevant SPD Period shall be the full amount of the RoU Liability actually incurred by the Train Operator less any amounts calculated under paragraphs 3 and 4 which have already been paid or are due for Restrictions of Use during the relevant SPD Period and any other amounts received by the Train Operator from Network Rail in respect of such Restrictions of Use; or
  - (ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator for Restrictions of Use during the relevant SPD Period and the RoU Liability actually incurred by the Train Operator during the same SPD Period.
- (c) Following any agreement or determination of an amount to be paid by one party to the other in respect of a Sustained Planned Disruption that amount shall (subject to the terms of any compensation arrangements agreed in writing between the parties) be due and payable by one party to the other in accordance with paragraph 13.1.
- (d) Where a Sustained Planned Disruption applies due to a circumstance which it is agreed or determined affects a part only of the Train Operator's services (including whether by reference to geographic location or Service Group), then in agreeing or

determining the RoU Liability in respect of that SPD the RoU Liability in respect of the part of the Train Operator's services not affected by that circumstance shall (unless otherwise proven) be presumed to be equal to the payments made under paragraphs 3 and 4 of this Schedule 4 in respect of those other services

## **9 Notification Factors**

### **9.1 Early notification**

The Notification Factor in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column C of Annex A to this Part 3 if and to the extent that:

- (a) the Network Rail Restriction of Use is reflected in the New Working Timetable; or
- (b)
  - (i) details of the Network Rail Restriction of Use are notified to the Train Operator on or before D-26 Timetable Period in respect of the Restriction of Use Day but, at the request of the Train Operator (as accepted by Network Rail), are not reflected in the New Working Timetable; and
  - (ii) subject to paragraph 9.1(b)(iii), the Network Rail Restriction of Use is reflected in the Working Timetable as entered into the train service database at 22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or
  - (iii) where paragraph 9.1(b)(ii) does not apply because the Train Operator has failed to give Network Rail a revised Access Proposal in accordance with Condition D3.4.9, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

### **9.2 Notification by TW-22**

The NF in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column D of Annex A to this Part 3 if and to the extent that paragraph 9.1 does not apply, and:

- (a) details of the Network Rail Restriction of Use are notified to the Train Operator by TW-22; and
- (b)
  - (i) the Network Rail Restriction of Use is reflected in the Working Timetable as entered into the train service database at 22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or
  - (ii) where paragraph 9.2(b)(i) does not apply because the Train Operator has failed to give Network Rail a revised Access Proposal in accordance with Condition D3.4.9, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

### **9.3 Late Notification**

The NF in respect of a Network Rail Restriction of Use in respect of any Service Group shall have the value specified for that Service Group in column E of Annex A to this Part 3 if and to the extent paragraphs 9.1 and 9.2 do not apply but the Network Rail Restriction of Use is reflected in the Applicable Timetable, and includes where paragraph 9.1(b) or paragraph 9.2 would have been applicable but for a failure by Network Rail to fulfil the terms of paragraph 9.1(b)(ii) or paragraph 9.2(b)(i) respectively, notwithstanding the Train Operator having given a revised Access Proposal in accordance with Condition D3.4.9.

## **10 Dispute resolution**

If the Train Operator and Network Rail fail to reach agreement as required under paragraph 2.6 (c), 2.7 (c), 2.10 (g), 2.11, 6, 7 or 8 within 28 days following provision of the RoU Claim Notice, either party may refer the matter for resolution in accordance with the ADRR.

## **11 Schedule 8 application**

If and to the extent that a Network Rail Restriction of Use is not reflected in the Applicable Timetable for the Restriction of Use Day, the amount of compensation (if any) shall be calculated in accordance with Schedule 8 (to the exclusion of any compensation under this Schedule 4 except as provided in paragraph 2.12).

## **12 Restriction of Use Day and Corresponding Day**

### *12.1 Information provision*

In respect of any Restriction of Use Day for which compensation may be payable in a Period under paragraphs 3 and 4, Network Rail shall accurately record such information as it uses and as may properly and reasonably be required to make the calculations required under paragraphs 3 and 4 (including the determination of NF and the relevant version of the Working Timetable referred to in paragraph 9.1(b)(ii) or paragraph 9.2(b)(i). Network Rail shall maintain that information until the compensation payable under paragraphs 3 and 4 in respect of that Period is finally agreed or determined and provide such information to the Train Operator at its reasonable request.

### *12.2 Corresponding Day*

- (a) If, for the purpose of identifying a Corresponding Day, no day is found under paragraph (a), (b) or (c) of the definition “Corresponding Day” and the parties have failed to reach agreement on the Corresponding Day by the date falling eight Weeks before the relevant Timetable Change Date then either party may require that the identification of the Corresponding Day be resolved as a dispute in accordance with the ADRR. .
- (b) The parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum’s remit shall be to:
  - (i) reach a decision which is fair and reasonable; and
  - (iii) identify the day in either any version of the Working Timetable or any version of the New Working Timetable on or before D-26 in either case which has been produced in accordance with the Network Code as at the Restriction of

Use Day and which most closely reflects the Services which would have been scheduled on the first day (as that term is used in the definition of Corresponding Day save that in respect of any Restriction of Use lasting more than two Timetable Periods, the first day may occur in any year preceding the Timetable Period) but for Restrictions of Use reflected in the New Working Timetable for the first day; or

- (iv) where a Corresponding Day cannot be identified in accordance with paragraph 12.2(b)(ii) above, determine a notional Corresponding Day. The relevant ADRR Forum may have regard, where appropriate, to any pattern of services which may reasonably be expected to be operated during the relevant period when the Restriction of Use is being taken in the event of the permanent absence of any Corresponding Day.
- (v) 13 Payment procedures parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum's remit shall be to:

#### 13.1 *Network Rail Restrictions of Use*

- (a) Within 14 days after the end of each Period, Network Rail shall provide to the Train Operator a statement (the "Day 42 Statement") showing:
  - (i) all Network Rail Restrictions of Use taken during that Period;
  - (ii) any compensation calculated in accordance with paragraphs 3 and/or 4 payable by Network Rail in respect of the Network Rail Restrictions of Use identified; and
  - (iii) following any agreement or determination in the Period referred to in paragraph 13.1(a) of any RoU Losses in respect of a Type 2 Restriction of Use, a Type 3 Restriction of Use or a Sustained Planned Disruption (as applicable), any payment to be made by one party to the other,in sufficient detail to enable the Train Operator to make an informed assessment thereof.
- (b) The aggregate liabilities of Network Rail and the Train Operator, in respect of any and all compensation for which either is liable to the other under this Part 3 and under Part 5 in respect of each Period shall, to the extent that such compensation is not under dispute, be set off against each other and the balance (if any) shall be payable by Network Rail or the Train Operator, as the case may be, within 35 days after the end of that Period.

#### 13.2 *Disputes*

Within 10 days of receipt of a statement from Network Rail under paragraph 13.1, the Train Operator shall notify Network Rail of any aspects of the statement which it disputes, giving reasons for any dispute. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of the statement.

### 13.3 *Dispute resolution*

The procedure for resolving disputes notified under paragraph 13.2 shall be as follows:

- (a) within seven days of service of any notice under paragraph 13.2, the parties shall meet to discuss the disputed aspects of the statement with a view to resolving all disputes in good faith;
- (b) if, within seven days of that meeting (the “first meeting”), the parties are for any reason still unable to agree the disputed aspects of the statement, each party shall promptly (and in any event within seven days) prepare a written summary of the disputed aspects of the statement and the reasons for each such dispute and shall submit the summaries to the senior officer of each party;
- (c) within 28 days of the first meeting, the senior officers shall meet with a view to resolving all disputes;
- (d) if no resolution results within 14 days of that meeting, either party may refer the matter for resolution in accordance with the ADRR

### 13.4 *Payments in the event of a dispute*

Where any amount under paragraph 13.1 is in dispute:

- (a) the undisputed amount shall be paid in accordance with paragraph 13.1;
- (b) the disputed amount shall be paid within 28 days after the dispute is resolved or determined to the extent that the amount in dispute is adjudged or resolved to be payable; and
- (c) the disputed amount shall carry interest (incurred daily and compounded monthly) at the Default Interest Rate from the date on which such amount would but for such dispute have been due to be paid until the date of payment.

## 14 **Indexation**

14.1 The formula applicable to this paragraph 14 is:

$$R_t = R_{t-1} \left( 1 + \frac{RPI_{t-1}}{100} \right)$$

where:

$R_t$  is the relevant rate in the Relevant Year  $t$ ;

$R_{t-1}$  is the relevant rate in the Relevant Year  $t-1$ ; and

$RPI_{t-1}$  means the percentage change (whether of a positive or negative value) in the Retail Prices Index published or determined with respect to November in the Relevant Year  $t-1$  and the index published or determined with respect to November in the Relevant Year  $t-2$ .

14.2 Each of the EBMPR and TMPR (respectively defined in paragraph 4.2) shall be adjusted in respect of Periods in Relevant Year  $t$  in accordance with the formula set out in paragraph 14.1 so that in relation to the Relevant Year commencing on 1 April 2009,  $R_t$  shall have the value specified in:

paragraph 4.2 in respect of the EBMPR; and

in Annex C to this Part 3 of Schedule 4 in respect of TMPR,

and in the next following Relevant  $R_{t-1}$  shall respectively have the same value.

- 14.3 Each of the SPD Cost Threshold No.1 and SPD Cost Threshold No.2 shall be adjusted in respect of Periods in Relevant Year  $t$  in accordance with the formula set out in paragraph 14.1 but so that in relation to the Relevant Year commencing on 1 April 2009,  $R_t$  shall have the relevant value specified in paragraph 1.1 of this Schedule 4 and in the next following Relevant Year  $R_{t-1}$  shall respectively have the same value.

### Annex A to Part 3 of Schedule 4 – Notification discount factors

Service Group Description	Service Group Code	Type	By D-26	By TW-22	After TW-22
<b>First/Keolis Transpennine Limited</b>					
North TransPennine	EA01	All Trains	0.55	0.7	0.85
South TransPennine	EA02	All Trains	0.55	0.7	0.85
North West	EA03	All Trains	0.55	0.7	0.85
<b>London Eastern Railway Limited</b>					
GE Inner	EB01	Peak/Off Peak	0.55	0.7	0.85
GE Southend/Southminster	EB02	Peak/Off Peak	0.55	0.7	0.85
GE Outer	EB03	Peak/Off Peak	0.55	0.7	0.85
Anglia Main Line	EB04	Peak/Off Peak	0.45	0.65	0.85
Anglia Rural	EB05	All Trains	0.55	0.7	0.85
West Anglia Outer	EB06	Peak/Off Peak	0.55	0.7	0.85
West Anglia Inner	EB07	Peak/Off Peak	0.55	0.7	0.85
<b>Northern Rail Limited</b>					
Tyne, Tees and Wear	ED01	All Trains	0.55	0.7	0.85
Lancashire and Cumbria Locals	ED02	All Trains	0.55	0.7	0.85
West and North Yorkshire Inter Urban	ED04	All Trains	0.55	0.7	0.85
WYPTE Locals	ED05	All Trains	0.55	0.7	0.85
East Yorkshire	ED06	All Trains	0.55	0.7	0.85
South Yorkshire	ED07	All Trains	0.55	0.7	0.85
North Manchester	ED08	Peak/Off Peak	0.55	0.7	0.85
Mersey Lines	ED09	All Trains	0.55	0.7	0.85
South Manchester	ED10	Peak/Off Peak	0.55	0.7	0.85
<b>Heathrow Express Operating Company Limited</b>					
Hayes & Harlington Shuttle	EE02	All Trains	0.55	0.7	0.85
<b>First Greater Western Limited</b>					
Heathrow Local Service	EE01	Peak/Off Peak	0.55	0.7	0.85
London-Bristol	EF01	All Trains	0.45	0.65	0.85

London-South Wales	EF02	All Trains	0.45	0.65	0.85
London-Cotswolds	EF03	All Trains	0.45	0.65	0.85
London-West Of England	EF04	All Trains	0.45	0.65	0.85
Outer Thames Valley-London	EF05	Peak/Off Peak	0.55	0.7	0.85
Inner Thames Valley-London	EF06	Peak/Off Peak	0.55	0.7	0.85
Reading & Oxford Suburban	EF07	All Trains	0.55	0.7	0.85
Thames Valley Branches	EF08	All Trains	0.55	0.7	0.85
North Downs	EF09	All Trains	0.55	0.7	0.85
Bristol Suburban	EF10	All Trains	0.55	0.7	0.85
Devon	EF11	All Trains	0.55	0.7	0.85
Plymouth & Cornwall	EF12	All Trains	0.55	0.7	0.85
South Wales-South Coast	EF13	All Trains	0.55	0.7	0.85
<b>First Capital Connect Limited</b>					
Bedford Mainline	EG01	Peak/Off Peak	0.55	0.7	0.85
Brighton Mainline	EG02	Peak/Off Peak	0.55	0.7	0.85
South London	EG03	Peak/Off Peak	0.55	0.7	0.85
Northern Inners	EG04	Peak/Off Peak	0.55	0.7	0.85
Northern Outers	EG05	Peak/Off Peak	0.55	0.7	0.85
<b>XC Trains Limited</b>					
CrossCountry Inter City	EH01	All Trains	0.55	0.7	0.85
Cross Country Local & Provincial	EH02	All Trains	0.55	0.7	0.85
<b>London &amp; Birmingham Railway Limited</b>					
West Midlands - Snow Hill	EJ01	Peak/Off Peak	0.55	0.7	0.85
Trent Valley	EJ02	All Trains	0.55	0.7	0.85
West Midlands - New Street Local	EJ03	Peak/Off Peak	0.55	0.7	0.85
West Midlands Inter Urban	EJ04	All Trains	0.55	0.7	0.85
WCML London-Northampton	EJ05	Peak/Off Peak	0.55	0.7	0.85
WCML Branch Lines	EJ06	All Trains	0.55	0.7	0.85
<b>London Overground Rail Operations Limited</b>					
Orbitals	EK01	Peak/Off Peak	0.55	0.7	0.85
London-Watford (DC Lines)	EK02	Peak/Off Peak	0.55	0.7	0.85



<b>East Midlands Trains Limited</b>					
East Midlands Local	EM01	All Trains	0.55	0.7	0.85
East Midlands Regional	EM02	All Trains	0.55	0.7	0.85
Liverpool-Norwich	EM03	All Trains	0.55	0.7	0.85
East Midlands Inter City	EM04	All Trains	0.45	0.65	0.85
East Midlands Inter Urban	EM05	All Trains	0.45	0.65	0.85
<b>First ScotRail Limited</b>					
Express	HA01	All Trains	0.55	0.7	0.85
East Coast Suburban	HA02	All Trains	0.55	0.7	0.85
South West Rural	HA03	All Trains	0.55	0.7	0.85
Highland Rural	HA04	All Trains	0.55	0.7	0.85
Strathclyde Electric	HA06	Peak/Off Peak	0.55	0.7	0.85
Strathclyde Diesel	HA07	All Trains	0.55	0.7	0.85
Qualifying Sleepers	HA11	All Trains	0.55	0.7	0.85
<b>NXEC Trains Limited</b>					
Anglo-Scottish	HB01	All Trains	0.45	0.65	0.85
West Yorkshire	HB02	All Trains	0.45	0.65	0.85
West Yorkshire (King's X-Bradford/Hull)	HB04	All Trains	0.45	0.65	0.85
Anglo-Scottish (Aberdeen/Inverness)	HB05	All Trains	0.45	0.65	0.85
<b>Merseyrail Electrics 2002 Limited</b>					
Northern Lines	HE01	All Trains	0.55	0.7	0.85
Wirral Lines	HE02	All Trains	0.55	0.7	0.85
<b>West Coast Trains Limited</b>					
London Euston-Birmingham/Wolverhampton	HF01	All Trains	0.45	0.65	0.85
London Euston-North Wales	HF02	All Trains	0.45	0.65	0.85
London Euston-Manchester	HF03	All Trains	0.45	0.65	0.85
London Euston-Liverpool	HF04	All Trains	0.45	0.65	0.85
London Euston-Carlisle-Scotland	HF06	All Trains	0.45	0.65	0.85
Birmingham-Scotland	HF08	All Trains	0.45	0.65	0.85
<b>Arriva Trains Wales/Trenau Arriva Cymru Limited</b>					
South, West & Central Wales	HL02	All Trains	0.55	0.7	0.85

Wales to England	HL03	All Trains	0.55	0.7	0.85
Cambrian.	HL04	All Trains	0.55	0.7	0.85
Cardiff Valleys	HL05	Peak/Off Peak	0.55	0.7	0.85
Marches	HL06	All Trains	0.55	0.7	0.85
North Wales Rural	HL07	All Trains	0.55	0.7	0.85
Inter Urban North Wales	HL08	All Trains	0.55	0.7	0.85
<b>The Chiltern Railway Company Limited</b>					
Met	HO01	Peak/Off Peak	0.55	0.7	0.85
Birmingham	HO02	Peak/Off Peak	0.55	0.7	0.85
Joint	HO03	Peak/Off Peak	0.55	0.7	0.85
<b>c2c Rail Limited</b>					
London-Southend/Shoeburyness	HT01	Peak/Off Peak	0.55	0.7	0.85
<b>London &amp; South Eastern Railway Limited</b>					
Kent Coast (Off Peak)	HU01	All Trains	0.55	0.7	0.85
Kent Link (Off Peak)	HU02	All Trains	0.55	0.7	0.85
Kent Rural	HU03	All Trains	0.55	0.7	0.85
Kent Coast (Peak)	HU04	All Trains	0.55	0.7	0.85
Kent Link (Peak)	HU05	All Trains	0.55	0.7	0.85
<b>New Southern Railway Limited</b>					
Rural	HW01	All Trains	0.55	0.7	0.85
London-Sussex Coast (Peak)	HW02	All Trains	0.55	0.7	0.85
London-Sussex Coast (Off Peak)	HW03	All Trains	0.55	0.7	0.85
South London Lines (Off Peak)	HW04	All Trains	0.55	0.7	0.85
South London Lines (Peak)	HW05	All Trains	0.55	0.7	0.85
Milton Keynes-Purley	HW06	All Trains	0.45	0.65	0.85
London-Gatwick Airport	HW07	Peak/Off Peak	0.45	0.65	0.85
<b>Stagecoach South Western Trains Limited</b>					
Main Suburban	HY01	Peak/Off Peak	0.55	0.7	0.85
South Hampshire Locals	HY02	All Trains	0.55	0.7	0.85
Waterloo-West of England	HY03	Peak/Off Peak	0.55	0.7	0.85
Waterloo-Farnham/Alton	HY04	Peak/Off Peak	0.55	0.7	0.85
Windsor Inners	HY05	Peak/Off Peak	0.55	0.7	0.85

Windsor Outers	HY06	Peak/Off Peak	0.55	0.7	0.85
Waterloo-Portsmouth	HY07	Peak/Off Peak	0.55	0.7	0.85
Waterloo-Weymouth	HY08	Peak/Off Peak	0.55	0.7	0.85
<b>Hull Trains Company Limited</b>					
Kings Cross-Hull	PF01		0.45	0.65	0.85
<b>Grand Central Railway Company Limited</b>					
Kings X-Sunderland	EC01		0.45	0.65	0.85
<b>Wrexham, Shropshire &amp; Marylebone Railway Company Limited</b>					
London Marylebone-Wrexham	EI01		0.45	0.65	0.85
<b>Eurostar (UK) Limited</b>					
Eurostar	GA01		0.45	0.65	0.85
<b>Nexus</b>					
Metro	PG01		0.55	0.7	0.85

Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total	
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains		
Glasgow Central (GLC)	Whifflet (WFF)			FSR002	Full bus replacement between Glasgow Central (GLC) and Whifflet (WFF).		HA07	100%	GLC	WFF	12.5							0	
																		0	
																	0		
Glasgow Central (GCL)	Rutherglen (RUT)			FSR001	Full bus replacement between Motherwell & Partick, Larkhall services into Central High Level via Kirkhill	Line blockage affecting Argyle Line between Rutherglen & Newton	HA06	100%	MTH	PTK	16.5							0	
																		0	
																	0		
Rutherglen (RUT)	Uddingston (UDD)			FSR127	Full bus replacement between Rutherglen (RUT) and Uddingston (UDD).		HA07	100%	RUT	UDD	5							0	
																		0	
																	0		
Rutherglen (RUT)	Newton(NTN )			FSR128	Full bus replacement between Rutherglen (RUT) and Newton (NTN).		HA07	100%	RUT	NTN	3.5							0	
																		0	
																	0		
Newton (NTN)	Hamilton Central (HNC)			FSR129	Full bus replacement between Newton (NWT) and Motherwell (MWL) / Larkhall (LRK)		HA06	100%	NTN	HNC	5.25							0	
							HA06	100%	HNC	LRH	5.25								0
							HA06	100%	HNC	MTH	3								0

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains	
Hamilton Central (HNC)	Larkhall (LRH)	Inclusive of Larkhall Branch Line Junction		FSR006	Full bus replacement between Blantyre (BLY) and Motherwell (MWL) / Larkhall (LRK)		HA06	100%	HNC	LRH	5.25							0
							HA06	100%	HNC	MTH	3							0
																	0	
		Exclusive of Larkhall Branch Line Junction		FSR007	Full bus replacement between Hamilton Central (HAM) and Larkhall (LRK).	Hamilton Central to Motherwell would operate as normal.	HA06	100%	HNC	LRH	5.25							0
																	0	
																	0	
Hamilton Central (HNC)	Motherwell (MTH)	Inclusive of Larkhall Branch Line Junction		FSR008	Full bus replacement between Blantyre (BLY) and Motherwell (MWL) / Larkhall (LRK)		HA06	100%	HNC	LRH	5.25							0
							HA06	100%	HNC	MTH	3							0
																	0	
		Exclusive of Larkhall Branch Line Junction		FSR009	Full bus replacement between Hamilton Central (HAM) and Motherwell (MWL)	Hamilton Central to Larkhall would operate as normal.	HA06	100%	HNC	MTH	3							0
																	0	
																	0	
Cumbernauld (CUB)	Coatbridge Central (CBC)				Full bus replacement between Cumbernauld (CUB) and Coatbridge Central (CBC).		HA07	100%	CUB	CBC	7							0
																		0
																	0	
Coatbridge Central (CBC)	Whifflet (WFF)			FSR010	Full bus replacement between Coatbridge Central (CBC) and Whifflet (WFF).		HA07	100%	CBC	WFF	0.75							0
																		0
																	0	
Whifflet (WFF)	Motherwell (MTH)			FSR011	Full bus replacement between Whifflet (WFF) and Motherwell (MTH).		HA07	100%	WFF	MTH	4.5							0
																		0
																	0	
Uddingston (UDD)	Motherwell (MTH)			FSR012	Partial bus replacement between Uddingston and Motherwell. Re-direct via West Coast Mainline.								HA06	UDD	MTH	4.25		#VALUE !
													HA06	UDD	MTH	4.25		#VALUE !
																	0	
Uddingston (UDD)	Motherwell (MTH)			FSR130	Partial bus replacement between Uddingston and Motherwell. Re-direct via Bellshill								HA06	UDD	MTH	5.25		#VALUE !
													HA06	UDD	MTH	5.25		#VALUE !
																	0	
Motherwell (MTH)	Wishaw (WSH)			FSR013	Full bus replacement between Motherwell(MTH) and Wishaw(WSH) via WCML		HA06	100%	MTH	WSH	2.5							0
																		0
																	0	
Motherwell (MTH)	Wishaw (WSH)			FSR131	Full bus replacement between Motherwell(MTH) and Wishaw(WSH) via Holytown		HA06	100%	MTH	WSH	2.5							0
																		0
																	0	
Wishaw (WSH)	Lanark (LNK)			FSR014	Full bus replacement between Wishaw (WSH) and Lanark (LNK).		HA06	100%	WSH	LNK	13							0
																		0
																	0	
Glasgow	Paisley Canal			FSR015	Full bus replacement between Glasgow		HA07	100%	GLC	PCN	7.5							0

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total	
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains		
Central (GLC)	(PCN)				Central (GLC) and Paisley Canal (PCN).													0	
																			0
Glasgow Central (GLC)	Paisley Gilmour Street (PYG)			FSR132	Full bus replacement between Glasgow Central (GLC) and Paisley Gilmour Street (PYG).		HA03	100%	GLC	PYG	7.5							0	
							HA06	100%	GLC	PYG	7.5								0
																			0
Paisley Gilmour Street(PYG)	Gourock(GR K)	Inclusive of Wemyss Bay Branch Line Junction		FSR018	Full bus replacement between Paisley Gilmour Street (PGS) and Gourock (GRK) / Wemyss Bay (WMS)		HA06	100%	PYG	GRK	19							0	
							HA06	100%	PYG	WMS	23.75								0
																			0
		Exclusive of Wemyss Bay Branch Line Junction		FSR019	Full bus replacement between Paisley Gilmour Street (PGS) and Gourock (GRK)	Paisley Gilmour Street to Weymess Bay would operate as normal.	HA06	100%	PYG	GRK	19							0	
																		0	
																		0	
Paisley Gilmour Street (PYG)	Wemyss Bay (WMS)	Inclusive of Wemyss Bay Branch Line Junction		FSR020	Full bus replacement between Paisley Gilmour Street (PGS) and Gourock (GRK) / Wemyss Bay (WMS)		HA06	100%	PYG	GRK	19							0	
							HA06	100%	PYG	WMS	23.75								0
																		0	
		Exclusive of Wemyss Bay Branch Line Junction		FSR021	Full bus replacement between Paisley Gilmour Street (PGS) and Wemyss Bay (WMS)	Paisley Gilmour Street to Gourock would operate as normal.	HA06	100%	PYG	WMS	23.75							0	
																		0	
																		0	
Paisley Gilmour Street (PYG)	Johnstone (JHN)			FSR022	Full bus replacement between Paisley Gilmour Street (PYG) and Johnstone (JHN).		HA03	100%	PYG	JHN	3.5							0	
							HA06	100%	PYG	JHN	3.5								0
																			0
Johnstone (JHN)	Kilwinning (KWN)			FSR023	Full bus replacement between Johnstone (JHN) and Kilwinning (KWN).		HA03	100%	JHN	KWN	16							0	
							HA06	100%	JHN	KWN	16								0
																		0	
Kilwinning (KWN)	Ardrossan South Beach (ASB)			FSR025	Full bus replacement between Killwinning (KWG) and Ardrossan Harbour (ARD) / Largs (LAR)		HA06	100%	KWN	ASB	4.5							0	
							HA06	100%	ASB	ADS	1								0
							HA06	100%	ASB	LAR	11.5								0
Ardrossan South Beach (ASB)	Ardrossan Harbour (ADS)	Inclusive of Largs Branch Line Junction		FSR026	Full bus replacement between Ardrossan South Beach (ASB) and Ardrossan Harbour (ARD) / Largs (LAR)		HA06	100%	ASB	ADS	1							0	
							HA06	100%	ASB	LAR	11.5								0
																		0	
		Exclusive of Largs Branch Line Junction		FSR027	Full bus replacement between Ardrossan South Beach (ASB) and Ardrossan Harbour (ARD)	Ardrossan South Beach to Largs would operate as normal.	HA06	100%	ASB	ADS	1							0	
																		0	
																		0	
Ardrossan South Beach (ASB)	Largs (LAR)	Inclusive of Largs Branch Line Junction		FSR028	Full bus replacement between Ardrossan South Beach (ASB) and Ardrossan Harbour (ARD) / Largs (LAR)		HA06	100%	ASB	ADS	1							0	
							HA06	100%	ASB	LAR	11.5								0
																		0	
		Exclusive of Largs Branch Line Junction		FSR029	Full bus replacement between Ardrossan South Beach (ASB) and Largs (LAR)	Ardrossan South Beach to Ardrossan Harbour would operate as normal.	HA06	100%	KWN	LAR	16							0	
																		0	
																		0	
Kilwinning	Irvine			FSR030	Full bus replacement between Kilwinning		HA03	100%	KWN	IRV	3.25							0	

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains	
(KWN)	(IRV)				(KWN) and Irvine (IRV).		HA06	100%	KWN	IRV	3.25							0
																		0
Irvine (IRV)	Troon (TRN)			FSR031	Full bus replacement between Irvine (IRV) and Troon (TRN).		HA03	100%	IRV	TRN	5						0	
							HA06	100%	IRV	TRN	5							0
																		0
Troon (TRN)	Ayr (AYR)			FSR032	Full bus replacement between Troon (TRN) and Stranraer (STR).		HA03	100%	TRN	AYR	6.5						0	
							HA06	100%	AYR	STR	59.25							0
																		0
Ayr (AYR)	Stranraer (STR)			FSR033	Full bus replacement between Ayr (AYR) and Stranraer (STR).		HA03	100%	AYR	STR	59.25						0	
																		0
																		0
Glasgow Queen Street (GQL)	Shettleston (SLS)			FSR034	Full bus replacement between Glasgow Queen Street (GQL) and Shettleston (SLS).		HA06	100%	GQL	SLS	3.5						0	
																		0
																		0
Shettleston (SLS)	Bathgate (BHG)			FSR035	Full bus replacement between Shettleston (SLS) and Bathgate (BHG).		HA06	100%	SLS	ADR	7.5						0	
							HA06	100%	ADR	BHG	15							0
																		0
Bathgate (BHG)	Edinburgh Waverley (EDB)			FSR036	Full bus replacement between Bathgate (BHG) and Edinburgh Waverley (EDB).	See Dalmeny to Edinburgh Waverley	HA06	100%	EDB	HYM	1.25						0	
							HA06	100%	HYM	BHG	17.25							0
																		0
Glasgow Queen Street (GLQ)	Springburn (SPR)			FSR037	If high level blocked, re-direct via low level. No bus required. If low level blocked, re-direct via high level. Bus required between Glasgow Queen Street and Springburn.		HA07	100%					GLQ	SPR	3.25			0
																		0
																		0
Springburn (SPR)	Cumbernauld (CUB)			FSR038	Full bus replacement between Springburn (SPR) and Cumbernauld (CUB).		HA07	100%	SPR	CUB	12.75						0	
																		0
																		0
Glasgow Queen Street (GLQ)	Anniesland (ANL)			FSR133	Full bus replacement between Glasgow Queen Street (GLQ) and Anniesland (ANL).		HA07	100%	GLQ	ANL	4.5						0	
																		0
																		0
Glasgow Queen Street (GLQ)	Croy (CRO)			FSR039	Full bus replacement between Glasgow Queen Street (GLQ) and Croy (CRO).		HA01	100%	GLQ	CRO	11.5						0	
							HA07	100%	GLQ	CRO	11.5							0
																		0
Glasgow Central (GCL)	Exhibition Centre (EXG)			FSR040	Full bus replacement between Glasgow Central (GCL) and Exhibition Centre (EXG).		HA06	100%	GCL	EXG	1.5						0	
																		0
																		0
Glasgow Queen Street (GQL)	Partick (PTK)			FSR041	Partial bus replacement between Glasgow Queen Street and Partick. Divert via Glasgow Queen St/Partick		HA06	100%					GQL	PTK	2.75			0
																		0

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total	
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains		
Exhibition Centre(EXG)	Partick(PTK)			FSR042	Full bus replacement between Exhibition Centre(EXG) and Partick(PTK).		HA06	100%	EXG	PTK	1.75							0	
																		0	
																		0	
Partick (PTK)	Milngavie (MLN)			FSR043	Full bus replacement between Partick (PTK) and Milngavie (MLN).		HA06	100%	PTK	MLN	6.25							0	
																		0	
																		0	
Partick (PTK)	Dalmuir (DMR)			FSR044	Full bus replacement between Partick (PTK) and Dalmuir (DMR).		HA06	100%	PTK	DMR	5.75							0	
																		0	
																		0	
Anniesland (ANL)	Dalmuir (DMR)			FSR045	Partial bus replacement between Hyndland and Dalmuir via Anniesland. Divert via Hyndland/Dalmuir		HA06	100%					ANL	DMR	5			0	
																		0	
																		0	
Dalmuir (DMR)	Balloch (BHC)			FSR046	Full bus replacement between Dalmuir (DMR) and Balloch (BHC).		HA06	100%	DMR	BHC	10.5							0	
																		0	
																		0	
Dalmuir (DMR)	Arrochar and Tarbet (ART)			FSR047	Full bus replacement between Dalmuir (DMR) and Arrochar and Tarbet (ART).	See Dalmuir to Balloch.	HA07	100%	DMR	ART	33							0	
							HA04	100%	DMR	ART	33								0
																			0
Dalmuir (DMR)	Helensburgh Central (HLC)			FSR048	Full bus replacement between Dalmuir (DMR) and Helensburgh Central (HLC).	See Dalmuir to Balloch and Dalmuir to Arrochar and Tarbet.	HA06	100%	DMR	HLC	14.75							0	
																		0	
																		0	
Glasgow Central (GLC)	Muirend (MUI)	Block is at Muirhouse Jcns	If train can run Muirend - Newton / Neilston	FSR049	Full bus replacement between Glasgow Central (GLC) and Muirend (MUI).	Note: Train service to Newton will be supplemented by an hourly bus service	HA06	100%	GLC	MUI	5							0	
																		0	
																		0	
Pollokshields West (PLW)	Kings Park (KGP)	Block is Pollockshields East to Cathcart	Trains run Pollockshields W - Langside	FSR051	Full bus replacement between Pollokshields West (PLW) and Kings Park (KGP).	Bus service would also run between Langside and Muirend for Neilston service	HA06	100%	PLW	KPG	2.5							0	
																		0	
																		0	
Pollokshields East (PLE)	Kings Park (KGP)	Block is Pollockshields West to Langside	via Langside	FSR052	Full bus replacement between Pollocksheids East and Kings Park. (KGP)		HA06	100%	PLE	KPG	2.5							0	
																		0	
																		0	
Newton (NTN)	Kings Park (KGP)	Block is Newton (exc) to Kings Park (exc)			Full bus replacement between Newton (NTN) and Kings Park. (KGP)	Note: if Kings Park is inclusive of the possession, bus replacement would be from Mount Florida and Langside	HA06	100%	NTN	KPG	4.5							0	
																		0	
																		0	
Neilston (NEI)	Mount Florida (MFL)	Block is Neilston to Muirend			Full bus replacement between Neilston (NEI) and Mount Florida (MFL)	Note: turn trains at Kings Park or run around the Circle	HA06	100%	NEI	MFL	9							0	
																		0	
																		0	
Glasgow Central (GLC)	Crossmyloof (CMY)			FSR050	Full bus replacement between Glasgow Central (GLC) and Crossmyloof (CMY).	Crossmyloof is to be used as a VTP	HA03	100%	GLC	CMY	2.25							0	
						only when there is no train access	HA07	100%	GLC	CMY	2.25								0



Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total	
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains		
						to / from Glasgow Central HL												0	
Crossmyloof (CMY)	Barrhead (BRR)			FSR053	Full bus replacement between Crossmyloof (CMY) and Barrhead (BRR).		HA03	100%	CMY	BRR	5							0	
							HA07	100%	CMY	BRR	5							0	
																	0		
Crossmyloof (CMY)	East Kilbride (EKL)			FSR054	Full bus replacement between Crossmyloof (CMY) and East Kilbride (EKL).		HA07	100%	CMY	EKL	9.25							0	
																		0	
																	0		
Barrhead (BRR)	Kilmarnock (KMK)			FSR055	Full bus replacement between Barrhead (BRR) and Kilmarnock (KMK).		HA03	100%	BRR	KMK	16.75							0	
							HA07	100%	BRR	KMK	16.75								0
																	0		
Kilmarnock (KMK)	Troon (TRN)			FSR056	Full bus replacement between Kilmarnock (KMK) and Troon (TRN).		HA03	100%	KMK	TRN	10.35							0	
																		0	
																	0		
Pollokshields East (PWE)	Kings Park (KGP)			FSR057	Full bus replacement between Pollokshields East (PWE) and Kings Park (KGP).		HA06	100%	PWE	KGP	2.5							0	
																		0	
																	0		
Kings Park (KGP)	Neilston (NEI)			FSR058	Full bus replacement between Kings Park (KGP) and Neilston (NEI).		HA06	100%	KGP	NEI	8							0	
																		0	
																	0		
Kings Park (KGP)	Newton (NTN)			FSR059	Full bus replacement between Kings Park (KGP) and Newton (NTN).		HA06	100%	KGP	NTN	5.5							0	
																		0	
																	0		
Edinburgh Waverley (EDB)	Edinburgh Haymarket (HYM)	Full blockage between Edinburgh & Haymarket with limited capacity to terminate services at Haymarket		FSR061	Full bus replacement between Edinburgh & Haymarket	All	HA01	100%	EDB	HYM	1							0	
						All	HA02	100%	EDB	HYM	1								0
						Fife Circle	HA02	100%	HYM	INK	12								0
						A2B	HA02	100%	HYM	BHG	18								0
						Edb to Dbl	HA02	100%	HYM	LIN	17								0
						Services via Carstairs	HA07	100%	HYM	MTH	43								0
						Services via Shotts	HA07	100%	HYM	SHT	26								0
Edinburgh Waverley (EDB)	Linlithgow (LIN)			#REF!	Full bus replacement between Edinburgh Waverley (EDB) and Linlithgow (LIN).	See Dalmeny to Edinburgh Waverley and Edinburgh Waverley to Bathgate	HA01	100%	EDB	HYM	1.25							0	
							HA01	100%	HYM	LIN	17								0
							HA02	100%	EDB	HYM	1.25								0
							HA02	100%	HYM	LIN	17							0	
Linlithgow (LIN)	Falkirk High (FKK)			#REF!	Full bus replacement all routes	Limited access EWD at FKK to turn services but use Falkirk High (HA01) & Falkirk G (HA02) for Suday blockades	HA01	100%	LIN	GLQ	30							0	
							HA02	100%	LIN	DBL	25								0
						Sunday	HA01	100%	LIN	FKK	8								0
						Sunday	HA02	100%	LIN	FKG	8								0

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total	
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains		
Falkirk High (FKK)	Stirling (STG)		East	FSR134	Full bus replacement between Falkirk High (FKK) and Stirling (STG).		HA01	100%	FKK	STG	10.5							0	
							HA02	100%	FKK	STG	10.5							0	
																	0		
Croy	Stirling (STG)		West	FSR135	Full bus replacement between Croy and Stirling (STG).		HA01	100%	CRO	STG	18							0	
							HA02	100%	CRO	STG	18							0	
																	0		
Falkirk Grahamston (FKG)	Cumbernauld (CUB)			FSR070	Full bus replacement between Falkirk Grahamston (FKG) and Cumbernauld (CUB).		HA02	100%	FKG	CUB	10							0	
																		0	
																	0		
Edinburgh Waverley (EDB)	Newcraighall (NEW)			FSR071	Full bus replacement between Edinburgh Waverley (EDB) and Newcraighall (NEW).		HA02	100%	EDB	NEW	4.75							0	
																		0	
																	0		
Edinburgh Waverley (EDB)	North Berwick (NBW)			FSR072	Full bus replacement between Edinburgh Waverley (EDB) and North Berwick (NBW).		HA02	100%	EDB	NBW	22.25							0	
																		0	
																	0		
Edinburgh Waverley (EDB)	Dunbar (DUN)			FSR073	Full bus replacement between Edinburgh Waverley (EDB) and Dunbar (DUN).		HA02	100%	EDB	DUN	29							0	
																		0	
																	0		
Edinburgh Waverley (EDB)	Livingston South (LVG)			#REF!	Full bus replacement between Edinburgh Waverley (EDB) and Livingston South (LVG).		HA07	100%	EDB	HYM	1.25							0	
							HA07	100%	HYM	LVG	12.75								0
																	0		
Livingston South (LVG)	West Calder (WCL)			#REF!	Full bus replacement between Livingston South (LVG) and West Calder (WCL).		HA07	100%	LVG	WCL	2.75							0	
																		0	
																	0		
West Calder (WCL)	Shotts (SHS)			#REF!	Full bus replacement between West Calder (WCL) and Shotts (SHS).		HA07	100%	WCL	SHS	9.5							0	
									WCL	SHS	9.5								0
																	0		
Shotts (SHS)	Glasgow Central (GLC)	If blockade between Shotts & Holytown and no access to Motherwell		FSR136	Full bus replacement between Shotts (SHS) and Glasgow Central (GLC).		HA07	100%	SHS	GLC	21							0	
																		0	
																	0		
Shotts (SHS)	Motherwell (MTH)	If blockade after Holytown and access to Motherwell		FSR137	Full bus replacement between Shotts (SHS) and Motherwell (MTH).		HA07	100%	SHS	MTH	10							0	
																		0	
																	0		
Inverness (INV)	Elgin (ELG)			FSR078	Full bus replacement between Inverness (INV) and Elgin (ELG).		HA01	100%	INV	ELG	37							0	
							HA04	100%	INV	ELG	37								0
																	0		
Elgin (ELG)	Keith (KEH)			FSR079	Full bus replacement between Elgin (ELG) and Keith (KEH).		HA01	100%	ELG	KEH	18							0	
							HA04	100%	ELG	KEH	18								0
																	0		

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total		
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains			
Keith (KEH)	Inverurie (INR)			FSR080	Full bus replacement between Keith (KEH) and Inverurie (INR).		HA01	100%	KEH	INR	36.25							0		
							HA04	100%	KEH	INR	36.25							0		
																	0			
Inverurie (INR)	Dyce (DYC)			FSR081	Full bus replacement between Inverurie (INR) and Aberdeen (ABD).		HA01	100%	INR	DYC	10.75							0		
							HA04	100%	DYC	ABR	6.25								0	
																		0		
Dyce (DYC)	Aberdeen (ABD)			FSR082	Full bus replacement between Dyce (DYC) and Aberdeen (ABD).		HA01	100%	DYC	ABR	6.25							0		
							HA04	100%	DYC	ABR	6.25								0	
																			0	
Inverness (INV)	Dingwall (DIN)			FSR083	Full bus replacement between Inverness (INV) and Dingwall (DIN).		HA04	100%	INV	DIN	18.75							0		
																			0	
																			0	
Dingwall (DIN)	Strathcarron (STC)			FSR084	Full bus replacement between Dingwall (DIN) and Kyle of Lochalash (KYL).		HA04	100%	DIN	STC	45.75							0		
							HA04	100%	STC	KYL	63.5									0
																			0	
Strathcarron (STC)	Kyle of Lochalash (KYL)			FSR085	Full bus replacement between Strathcarron (STC) and Kyle of Lochalash (KYL).		HA04	100%	STC	KYL	63.5							0		
																			0	
																			0	
Dingwall (DIN)	Tain (TAI)			FSR086	Full bus replacement between Dingwall (DIN) and Tain (TAI).		HA04	100%	DIN	TAI	25.5							0		
																			0	
																			0	
Tain (TAI)	Lairg (LRG)			FSR087	Full bus replacement between Tain (TAI) and Wick (WIK).		HA04	100%	TAI	LRG	22.75							0		
							HA04	100%	LRG	BRA	23.5								0	
							HA04	100%	BRA	HMS	11								0	
							HA04	100%	HMS	THS	52.5								0	
							HA04	100%	THS	WCK	21								0	
Lairg (LRG)	Helmsdale (HMS)			FSR088	Full bus replacement between Lairg (LRG) and Wick (WIK).		HA04	100%	LRG	HMS	34.5							0		
							HA04	100%	HMS	THS	52.5									0
							HA04	100%	THS	WCK	21									0
Helmsdale(HMS)	Thurso(THS)	Inclusive of Georgemas Junction		FSR090	Full bus replacement between Helmsdale(HMS) and Wick (WIK).	Bus to stop at Thurso.	HA04	100%	HMS	THS	52.5							0		
							HA04	100%	THS	WCK	21									0
																			0	
		Exclusive of Georgemas Junction		FSR091	Full bus replacement between Helmsdale (HMS) and Thurso (THR)	Helmsdale to Wick would operate as normal but the service will not run to Thurso.	HA04	100%	HMS	THS	52.5							0		
																			0	
Thurso (THS)	Wick (WCK)			FSR092	Full bus replacement between Thurso (THS) and Wick (WCK).		HA04	100%	THS	WCK	21							0		
																			0	
																			0	

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains	
Glasgow Queen Street (GLQ)	Crainlarich (CNR)			FSR093	Full bus replacement between Glasgow Queen Street (GLQ) and Crainlarich (CNR).	When anywhere between Cowlairs and Knightswood is blocked on a Sunday, divert Oban/Mallaig services via GQS low level. If Cowlairs to Knightswood blocked and GQL LL blocked, and route available north of possession, use Anniesland as VTP	HA04	100%	GLQ	CNR	59.75							0
							HA11	100%	GLQ	CNR	59.75							0
Crainlarich (CNR)	Oban (OBN)			FSR094	Full bus replacement between Crainlarich (CNR) and Oban (OBN).		HA04	100%	CNR	OBN	41.75							0
																0		
															0			
Crainlarich (CNR)	Fort William (FTW)			FSR095	Full bus replacement between Crainlarich (CNR) and Malaig (MLG).		HA04	100%	CNR	FTW	62.5							0
							HA04	100%	FTW	MLG	41.5							
							HA11	100%	CRI	FTW	62.5							
							HA11	100%	FTW	MLG	41.5						0	
Fort William (FTW)	Mallaig (MLG)			FSR097	Full bus replacement between Fort William (FTW) and Mallaig (MLG).		HA04	100%	FTW	MLG	41.5							0
																	0	
																0		
Edinburgh Waverely (EDB)	Dalgety Bay (DAG)			FSR098	Full bus replacement between Edinburgh Waverely (EDB) and Dalgety Bay (DAG).		HA01	100%	EDB	DAG	15.5							0
							HA02	100%	EDB	DAG	15.5							0
							HA11	100%	EDB	DAG	15.5							0
Dalgety Bay (DAG)	Kirkcaldy (KDY) / Markinch (MKN)			FSR100	Bus replacement between Dalgety Bay & Kirkcaldy for Local services and Between Dalgety Bay & Markinch for long distance services	All services diverted via Dunfermline	HA01	100%	DAG	KDY	11.75							0
							HA01	100%	KDY	MKN	7							0
							HA02	100%	DAG	KDY	11.75							0
							HA11	100%	DAG	KDY	11.75							
							HA11	100%	KDY	GLT	5.75							0
Kirkcaldy (KDY) / Markinch (MKN)	Dundee (DEE)	Inclusive of the Thornton Junctions		FSR101	Full Blockage between Kirkcaldy / Markinch (depending on where the possession is) & Dundee		HA01	100%	KDY	MKN	7.5							
							HA01	100%	MKN	DEE	25.75							
							HA01	100%	DEE	PER	21							
							HA02	100%	KDY	MKN	7.5							
							HA02	100%	MKN	DEE	25.75							
							HA02	100%	DEE	PER	21							
							HA02	100%	KDY	GLT	7							
							HA11	100%	KDY	MKN	7.5							
							HA11	100%	MKN	DEE	25.75							
							HA11	100%	DEE	PER	21					0		

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total	
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains		
		Exclusive of the Thornton Junctions		FSR102	North of Thornton Jn only blocked, access round Fife Circle maintained.	Fife Circle not affected, Aberdeen & Inverness services diverted	HA01	100%	KDY	MKN	7.5							0	
							HA01	100%	MKN	DEE	25.75								
							HA01	100%	DEE	PER	21								
							HA02	100%	KDY	MKN	7.5								
							HA02	100%	MKN	DEE	25.75								
							HA02	100%	DEE	PER	21							0	
							HA11	100%	KDY	MKN	7.5								
							HA11	100%	MKN	DEE	25.75								
																	0		
Dundee (DEE)	Montrose (MTS)			FSR127	Full bus replacement between Dundee (DEE) and Montrose (MTS).	Montrose to be used as a VTP (vice	HA01	100%	DEE	MTS	31							0	
						Aberdeen) for northbound services from	HA11	100%	DEE	MTS	31								0
						Dundee on Sundays only, where access													
						to the Up platform is available to run a													
						full normal Sunday service and where													
						there is no engineering works south of													
						Dundee at the same time													0
				FSR128	Full bus replacement between Montrose (MTS) and Aberdeen (ABD).	Montrose to be used as a VTP (vice	HA01	100%	MTS	ABD	40.25								
						Aberdeen) for northbound services from	HA11	100%	MTS	ABD	40.25								
						Dundee on Sundays only, where access													
						to the Up platform is available to run a													
						full normal Sunday service and where													
						there is no engineering works south of													
						Dundee at the same time													
Dundee(DEE)	Aberdeen(AB D)			FSR103	Full bus replacement between Dundee(DEE) and Aberdeen(ABD).	To be used in all other scenarios other	HA01	100%	DEE	ABD	71.25								
						than those stated in Dundee/Montrose & Montrose/Aberdeen above	HA11	100%	DEE	ABD	71.25								
Dalgety Bay (DAG)	Dunfermline Town (DFE)			FSR128	Partial bus replacement between Dalgety Bay (DAG) and Dunfermline Town (DFE). Re-direct anti-clockwise around Fife Circle	See Edinburgh to Dalgety Bay, Dalgety Bay to Kirkcaldy, Kirkcaldy to Glenrothes with Thornton.	HA01	100%					DAG	DFE	5			0	
							HA02	100%					DAG	DFE	5			0	
																		0	
Dunfermline Town	Glenrothes with Thornton			FSR129	Partial bus replacement between Dunfermline Town (DFE) and Glenrothes with Thornton	See Edinburgh to Dalgety Bay, Dalgety Bay to Kirkcaldy, Kirkcaldy to Glenrothes with	HA01	100%					DFE	GLT	14.75			0	
							HA02	100%					DFE	GLT	14.75			0	

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains	
(DFE)	(GLT)				(GLT). Re-direct anti-clockwise around Fife Circle	Thornton.												0
Glenrothes with Thornton (GLT)	Kirkcaldy (KDY)			FSR130	Partial bus replacement between Glenrothes with Thornton (GLT) and Kirkcaldy (KDY). Re-direct anti-clockwise around Fife Circle	See Glenrothes with Thornton to Dunfermline Town, Dunfermline Town to Dalgety Bay and Dalgety Bay to Kirkcaldy	HA01	100%					GLT	KDY	5.75			0
							HA02	100%					GLT	KDY	5.75			0
																		0
																		0
Glasgow Queen Street (GLQ)	Stirling (STG)	Blockage between Greenhill Jn's & Stirling		FSR131	Additional services on E&G with bus replacement at Falkirk High	Aberdeen / Inverness services diverted via Fife, local services served via E&G at FKH	HA01	100%	FKH	LAR	3							0
							HA01	100%	LAR	STG	8							
							HA01	100%	STG	DBN	6							
							HA01	100%	DBN	PER	27							
							HA01	100%	PER	DEE	21							
							HA02	100%	FKH	LAR	3							
							HA02	100%	LAR	STG	8							
							HA02	100%	STG	DBN	6							
							HA02	100%	STG	ALA	6							
							HA07	100%	FKH	LAR	3							
							HA07	100%	LAR	STG	8							
							HA07	100%	STG	DBN	6							
							HA07	100%	STG	ALA	6							0
							HA11	100%	GLQ	STG	29							0
Glasgow Queen Street (GLQ)	Stirling (STG)	Blockage between Glasgow & Greenhill Jn's		FSR132	E&G Start/Term FKG, ABD & INV start/term STG, local services full bus replacement		HA01	100%	GLQ	CRY	12							0
							HA01	100%	CRY	LAR	9							
							HA01	100%	LAR	STG	9							
							HA01	100%	CRY	FKG	10							
							HA07	100%	GLQ	CRY	12							
							HA07	100%	CRY	LAR	9							
							HA07	100%	LAR	STG	9							
							HA07	100%	CRY	FKG	10							
							HA07	100%	GLQ	CBM	15							
							HA07	100%	CBM	FKG	10							
							HA11	100%	GLQ	STG	29							0
Stirling (STG)	Alloa (ALA)			FSR109	Full bus replacement between Stirling (STG) and Alloa (ALA).		HA07	100%	STG	ALA	6.75							0
																		0
																		0
Stirling (STG)	Dunblane (DBL)			FSR110	Full bus replacement between Stirling (STG) and Dunblane (DBL).		HA01	100%	STG	DBL	5.5							0
							HA01	100%	DBN	PER	27							0
							HA01	100%	PER	DEE	20.75							0
							HA02	100%	STG	DBL	5.5							

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains	
							HA07	100%	STG	DBL	5.5							0
							HA11	100%	STG	DBL	5.5							0
Dunblane (DBL)	Perth (PTH)			FSR111	Full bus replacement between Dunblane (DBL) and Perth (PTH).		HA01	100%	DBL	PTH	28							0
							HA01	100%	DBN	PER	27							0
							HA01	100%	PER	DEE	20.75							0
							HA07	100%	DBL	PTH	28							0
							HA11	100%	DBL	PTH	28							0
Perth (PTH)	Dundee (DEE)			FSR112	Full bus replacement from Stirling to Dundee		HA01	100%	STG	DBN	6							0
							HA01	100%	DBN	PER	27							0
							HA01	100%	PER	DEE	20.75							0
Perth (PTH)	Pitlochry (PIT)			FSR113	Full bus replacement between Perth (PTH) and Pitlochry (PIT).		HA01	100%	PTH	PIT	28.5							0
							HA01	100%	PTH	PIT	28.5							0
																		0
Pitlochry (PIT)	Aviemore (AVM)			FSR114	Full bus replacement between Pitlochrie (PIT) and Aviemore (AVM).		HA01	100%	PIT	AVM	54.75							0
							HA01	100%	AVM	CAG	7							0
							HA01	100%	CAG	INV	27.25							
							HA11	100%	PIT	AVM	54.75							
							HA11	100%	AVM	CAG	7							
Aviemore (AVM)	Inverness (INV)			FSR115	Full bus replacement between Aviemore (AVM) and Inverness (INV)		HA01	100%	AVM	INV	34.25							0
							HA11	100%	AVM	INV	34.25							
Glasgow Central (GLC)	Kilmarnock (KMK)			FSR117	Full bus replacement between Glasgow Central (GLC) and Kilmarnock (KMK).		HA03	100%	GLC	KMK	24							0
							HA07											
																		0
Kilmarnock (KMK)	Dumfries (DMF)			FSR118	Full bus replacement between Kilmarnock (KMK) and Dumfries (DMF).		HA03	100%	KMK	DMF	59							0
							HA07	100%	KMK	DMF	59							0
																		0
Dumfries(DMF)	Carlisle(CAR)			FSR119	Full bus replacement between Dumfries(DMF) and Carlisle(CAR).		HA03	100%	DMF	CAR	33							0
																		0
																		0
Carlisle (CAR)	Newcastle (NCL)			FSR120	Full bus replacement between Carlisle (CAR) and Newcastle (NCL).		HA03	100%	CAR	NCL	61.75							0
																		0
																		0
Glasgow Central (GLC)	Newcastle (NCL)			FSR121	Partial bus replacement between Glasgow Central (GLC) and Newcastle (NCL). Divert via Edinburgh.		HA03	100%	GLC	KMK	74.5							0
							HA03	100%	KMK	DMF	87.5							0
							HA03	100%	DMF	CAR	33							0
							HA03	100%	CAR	NCL	61.75							0
							HA07	100%	GLC	KMK	74.5							0

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Comments and other VTPs to Consider	Service Group	% Applicabl e	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					EBMs Total
									From	To	Miles	Trains	From	To	Miles	Trains	% Trains	
							HA07	100%	KMK	DMF	87.5							0
							HA07	100%	DMF	CAR	33							0
							HA07	100%	CAR	NCL	61.75							0
Glasgow Queen Street (GLQ)	Falkirk High (FKK)			FSR122	Full bus replacement between Glasgow Queen Street (GLQ) and Falkirk High (FKK).		HA01	100%	GLQ	FKK	21.75							0
							HA02	100%	GLQ	FKK	21.75							0
																		0
Falkirk High (FKK)	Edinburgh Waverley (EDB)			FSR123	Full bus replacement between Falkirk High (FKK) and Edinburgh Waverley (EDB).		HA01	100%	FKK	EDB	25.5							0
							HA02	100%	FKK	EDB	25.5							0
																		0
Glasgow Central (GLC)	Motherwell (MTH)			FSR124	Full bus replacement between Glasgow Central (GLC) and Motherwell (MTH).		HA06	100%	GLC	MTH	12.75							0
							HA11	100%	GLC	MTH	12.75							0
																		0
Motherwell (MTH)	Edinburgh Waverley (EDB)			FSR125	Full bus replacement between Motherwell (MTH) and Edinburgh Waverley (EDB).		HA06	100%	MTH	CRS	15							0
							HA06	100%	CRS	EDB	29							0
							HA11	100%	MTH	CRS	15							0
							HA11	100%	CRS	EDB	29							0









## Annex C to Part 3 of Schedule 4 – Payment Rate per train mile

### Annex C to Part 3 of Schedule 4 – Payment Rate per train mile

#### First Scotrail Limited

Service Group	Description	Compensation Rate	Total Train Cost per Mile (Pence)
HA01	Express	Other	✂
HA02	East Coast Suburban	Other	✂
HA03	South West Rural	Other	✂
HA04	Highland Rural	Other	✂
HA06	Strathclyde Electric	Other	✂
HA07	Strathclyde PTE Diesel	Other	✂
HA11	Qualifying Sleepers	Other	✂

**PART 4: NOT USED**

## **PART 5: ACCESS CHARGE SUPPLEMENT FOR RESTRICTIONS OF USE**

**THE TRAIN OPERATOR SHALL PAY OR PROCURE THE PAYMENT TO NETWORK RAIL OF AN ACCESS CHARGE SUPPLEMENT FOR RESTRICTIONS OF USE (ACSRU) IN RESPECT OF EACH PERIOD EQUAL TO 1/13 OF THE AMOUNT SPECIFIED BELOW (AS INDEXED IN ACCORDANCE WITH PARAGRAPH 2) IN RESPECT OF THE RELEVANT YEAR COMMENCING 1 APRIL IN WHICH THE FIRST DAY OF THE RELEVANT PERIOD FALLS:**

Year	£
2009-2010	[5,689,829 ]
2010-2011	[5,053,014 ]
2011-2012	[5,144,021 ]
2012-2013	[4,109,004 ]
2013-2014	[3,887,992 ]

Each such payment shall be made within 35 days after the end of the relevant Period.

**EACH SUCH AMOUNT SPECIFIED IN PARAGRAPH 1 SHALL BE ADJUSTED IN RESPECT OF PAYMENTS MADE RELATING TO PERIODS IN THE RELEVANT YEAR T IN ACCORDANCE WITH THE FOLLOWING FORMULA:**

$$ACSRU_{pt} = ACSRU_t \bullet \frac{(RPI_t - 1)}{RPI_{[2008]}}$$

where:

ACSRU<sub>pt</sub> is the actual amount payable in the Relevant Year t;

ACSRU<sub>t</sub> is the relevant amount specified in paragraph 1 of this Part 5 for the Relevant Year t (before indexation);

RPI<sub>t-1</sub> means the Retail Prices Index published or determined with respect to November in the Relevant Year t-1; and

RPI<sub>[2008]</sub> means the Retail Prices Index published or determined with respect to November 2008

but so that in relation to the Relevant Year commencing on 1 April 2009, ACSRU<sub>t</sub> shall have the relevant value specified in the relevant column of the table in paragraph 1.

**THIS IS SCHEDULE 5 REFERRED TO IN THE FOREGOING CONTRACT  
BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST  
SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND  
PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT**

Subject to the provisions of Annex A, Schedule 5 shall be as follows:

**1 Definitions**

1.1 In this Schedule unless the context otherwise requires:

**“Additional Specified Equipment”** has the meaning ascribed to it in paragraph 5.2;

**“Backstop Date”** means 30 days from the commencement of negotiations under paragraph 4(b) or such later date as may be established under paragraph 9(a) of Annex A in respect of the Kilmarnock Services;

**“Calling Pattern”** means a list of stations related to one or more Passenger Train Slots, at which stops are to be Scheduled in the Working Timetable;

**“Contingent Right”** means a right under this Schedule 5 which is not a Firm Right and which is subject to the fulfilment of all competing Exercised Firm Rights and any additional contingency specified in this Schedule 5;

**“Day”** means any period of 24 hours beginning at 0200 hours and ending immediately before the next succeeding 0200 hours, and any reference in this Schedule to any named day of the week shall be to such period commencing on that named day;

**“Exercised”** has the meaning ascribed to it in Part D of the Network Code;

**“Fastest Key Journey Time”** means, in respect of a Key Journey, the corresponding Journey Time, if any, set out in column 4 of Table 6.2;

**“Firm Right”** means:

- (a) in the case of a Timetable Participant, a right under its regulated access agreement in respect of the number (or quantum) of Passenger Train Slots in any specified period (including rights to Passenger Train Slots in respect of additional trains or relief services), timing (including departure and arrival times, clockface requirements, first

and last Passenger Train Slots, intervals between Passenger Train Slots, Journey Times and turnaround times), routing, Specified Equipment, calling patterns (including rights to vary them and rights to stop short of a terminal station), rights to use particular parts of railway facilities (such as dedicated platforms at stations and routes to maintenance facilities), and for ancillary services, connection requirements, rights to Stable trains and any other characteristic of a train movement; and

- (b) in the case of Network Rail, a right under the Applicable Engineering Access Statement or the Applicable Timetable Planning Rules,

which, in either case, is not expressed to be a Contingent Right or to be subject to any contingency outside the control of the holder of the right but which is, in a case within paragraph (a) above, subject to:

- (i) the Applicable Engineering Access Statement;
- (ii) the Applicable Timetable Planning Rules;
- (iii) the exercise by Network Rail of any applicable Flexing Right; and
- (iv) the operation of any other provision of the Network Code;

**“Glasgow Public Holiday”**

means any day other than Saturday or Sunday designated by Glasgow City Council (or its successor) as a Glasgow Public Holiday;

**“Implementation Agreement”**

means an agreement between SPTE and Network Rail entered into on 9 and 13 January 2004 to make infrastructure alterations to the Network;

**“Journey Time”**

means the time in the Working Timetable to be taken by a Service in travelling between the specified departure point and specified destination for that Service (including Pathing Time, station dwell time, performance allowances, engineering recovery allowances and any other allowances as provided for in the Applicable Timetable Planning Rules and/or the Applicable Engineering Access Statement);

**“Journey Time Review Notice”**

has the meaning ascribed to it in paragraph 7.5;

**“Key Journey”**

means a Passenger Train Slot with the characteristics specified in the first, second and third columns of Table 6.2 or 6.3;

**“Key Journey**

means a Fastest Key Journey Time or a Maximum Key Journey



<b>Time”</b>	Time;
<b>“Kilmarnock Infrastructure Alterations”</b>	means the alterations to the Network to extend the Lugton loop to provide the additional capacity required to operate the Kilmarnock Services;
<b>“Kilmarnock Services”</b>	means the additional 1 Passenger Train Slot between Kilmarnock and Glasgow Central and the 1 additional Passenger Train Slot between Glasgow Central and Kilmarnock and as detailed in Annex A to Schedule 5
<b>“Maximum Journey Time”</b>	means, in respect of a Passenger Train Slot, the corresponding Journey Time, if any, set out in column 4 of Table 6.1;
<b>“Maximum Key Journey Time”</b>	means, in respect of a Key Journey, the corresponding Journey Time, if any, set out in column 4 of Table 6.3;
<b>“Modification Notice”</b>	has the meaning ascribed to it in paragraph 7.10;
<b>“Network Change”</b>	has the meaning ascribed to it in Part G of the Network Code;
<b>“Notice of Consent”</b>	means a notice given by ORR to the parties under paragraph 8 of Annex A in respect of the Kilmarnock Services;
<b>“Notice of Determined Revisions”</b>	means a notice given by ORR to the parties under paragraph 9(b) of Annex A in respect of the Kilmarnock Services;
<b>“Office of Rail Regulation’s Criteria”</b>	<p>means any Revised Kilmarnock Services shall:</p> <p>(a) utilise the maximum level of Passenger Train Slots which is consistent with</p> <p>(i) the numbers and characteristics of Passenger Train Slots which are set out in Annex A to this Schedule 5; and</p> <p>(ii) the achievement of performance standards which can reasonably be expected on a railway operated and maintained in accordance with this criteria and the other terms of this contract;</p> <p>(b) contain appropriate financial incentives on both parties to achieve that standard of reliability and punctuality which ensures that passengers travelling on the services have that assurance of reliability and punctuality which they may reasonably expect to</p>

have on a railway operated and maintained in accordance with the terms of this contract using the specified equipment, by providing for the making of payments by one party to the other of an amount which most closely approximates to the amount of costs or loss of revenue which the party in question is likely to sustain as the result of delays to or cancellations of any of the services;

(c) be drafted to meet a high standard of simplicity, clarity and legal precision;

(d) use definitions, terminology and numbering, including any bespoke provisions based on previous track access agreements, which are consistent with the defined terms, terminology and numbering used in this contract;

(e) take account, where relevant, of the ‘Criteria and procedures for the approval of passenger track access contracts fourth edition’ published by the Office of the Rail Office of Rail Regulation May 2006; and

(f) take account of the duties of ORR under section 4 of the Railways Act 1993.

**“Off-Peak Services”**

means Services Scheduled on any part of a Weekday which are not “Peak Services”, and “Off-Peak” shall be construed accordingly;

**“Passenger Train Slot”**

means a Train Slot intended by the Train Operator to be used for the provision of a Service;

**“Pathing Time”**

means additional time in the schedule of a train between two points, or at a single location, caused by the application of margins required by the Timetable Planning Rules between trains proceeding along or across the same piece of the Network;

**“Peak Services”**

means

(i) those Services detailed in service groups HA06 and HA07 timed to arrive at any of the following stations:-

Glasgow Central High Level;

Glasgow Central Low Level; and

Glasgow Queen Street Low Level;

between the hours of 0745 and 0915 on any given Weekday (excluding Glasgow Public Holiday); and

(ii) those services detailed in service groups HA06 and HA07

timed to depart from any of the following stations:-

Glasgow Central High Level;

Glasgow Central Low Level; and

Glasgow Queen Street Low Level;

between the hours of 1630 and 1800 on any given Weekday and “Peak” shall be construed accordingly;

<b>“Period of 60 Minutes”</b>	means a period commencing at xx00 hours and ending immediately before the next succeeding xx00 hours;
<b>“Proposals”</b>	means any proposals to modify this contract made by Network Rail pursuant to paragraph 9;
<b>“Regular Calling Pattern”</b>	has the meaning ascribed to it in paragraph 4.1;
<b>“regulated access agreement”</b>	means an access agreement as that term is defined in section 83 of the Act;
<b>Rolled Over Access Proposal</b>	means a Train Slot which was obtained in the Prior Working Timetable and no variation is sought in the New Working Timetable;
<b>“Rule Book”</b>	means the Railway Group Standard GE/RT8000 which came into force on 4th December 2004 and as amended from time to time;
<b>“Scheduled”</b>	means, in relation to the quantum, timing or any other characteristic of a train movement, that quantum, timing or other characteristic as included in the applicable Working Timetable;
<b>“September Change Date 2004”</b>	means the date established under Part D of the Network Code as the Passenger Change Date which will occur in September 2004 (and which is expected to be 27 September 2004);
<b>“Service Group”</b>	means any one or more (as the context may require) of the service groups described in this Schedule;
<b>“Standard Specified Equipment”</b>	means, in respect of any Service, the Specified Equipment listed opposite that Service in column 2 of Table 5.1;
<b>“Timetable Period”</b>	means the period of time between (and including) one Timetable Change Date and (but excluding) the immediately succeeding Timetable Change Date;

<b>“Train Service Code” or “TSC”</b>	means the eight character code applied in the Performance Monitoring System and used to identify Services;
<b>“Undetermined Capacity Period”</b>	means the period beginning at 0001 hours on the September Change Date 2004 and ending at 0159 on the Expiry Date;
<b>“Weekday”</b>	means any day (including, except for the purposes of paragraphs 6 and 7, a Glasgow Public Holiday) which is not a Saturday or Sunday
<b>“Xmas Sundays”</b>	means the four Sundays immediately prior to but not including 25 <sup>th</sup> December; and
<b>“xx20”</b>	means, as an example of this notation, 20 minutes past the hour.

- 1.2 Unless otherwise stated, where in this Schedule a period is expressed to be between two specific times that period shall be inclusive of both such times.
- 1.3 The Train Operator's rights under this Schedule as to numbers of Passenger Train Slots per Day are calculated by reference to departures from the Scheduled start point on the Day in question, notwithstanding that a Passenger Train Slot may not be Scheduled to arrive at its end point until the immediately succeeding Day.

## 2 Passenger Train Slots

*Table 2.1: Passenger Train Slots*

1					2				
Service Group HA01: Express									
Service 540 - Glasgow – Aberdeen					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Glasgow Queen Street	Aberdeen	Perth, Dundee	1.0	23540003	15			15	7
Glasgow Queen Street	Dyce	Perth, Dundee	1.1	23540003 <sup>1</sup>	1			1	0
Aberdeen	Glasgow Queen Street	Dundee, Perth	1.2	23540003	14			14	6
Aberdeen	Perth	Dundee	1.3	23540003	1			0	1
Dundee	Glasgow Queen Street	Perth	1.4	23540003	1			1	1
Inverurie	Glasgow Queen Street	Perth	1.5	23540003 <sup>1</sup>	1			1	0
Dyce	Glasgow Queen Street	Perth, Dundee	1.6	23540003 <sup>1</sup>	1			1	0

<sup>1</sup>Train Service Code changes to/from 23547003 at Aberdeen

*Table 2.1: Passenger Train Slot*

Service Group HA01: Express									
Service 541 - Edinburgh – Aberdeen					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Aberdeen	Kirkcaldy, Leuchars	1.7	23541003	6			6	6
Edinburgh Waverley	Dundee	Kirkcaldy, Leuchars	1.8	23541003	18			17	6
Aberdeen	Edinburgh Waverley	Leuchars, Kirkcaldy	1.10	23541003	6			6	5
Dundee	Edinburgh Waverley	Leuchars, Kirkcaldy	1.11	23541003	14			14	7
Carnoustie	Dundee		1.12	23541003	1			1	0
Montrose	Inverness	Aberdeen	1.13	23541003 <sup>1</sup>	0			1	0
Perth	Inverurie	Dundee	1.14	23541003 <sup>1</sup>	2			1	0
Edinburgh Waverley	Inverurie	Kirkcaldy, Leuchars	1.15	23541003 <sup>1</sup>	6			6	0
Edinburgh Waverley	Inverness	Dundee, Aberdeen	1.16	23541003 <sup>1</sup>	1			1	0
Inverness	Edinburgh Waverley	Aberdeen, Dundee	1.17	23541003 <sup>1</sup>	1			1	0
Inverurie	Edinburgh Waverley	Aberdeen, Dundee	1.18	23541003 <sup>1</sup>	6			6	0
Edinburgh Waverley	Dundee	Kirkcaldy, Perth	1.19	23549003	1			1	0
Dundee	Carnoustie			23549003	0			1	0
Arbroath	Edinburgh			23549003	1			1	0
Aberdeen	Dundee			23549003	0			1	0
Dundee	Inverness	Aberdeen		23549003 <sup>1</sup>					

<sup>1</sup>Train Service Code changes to/from 23547003 at Aberdeen

*Table 2.1: Passenger Train Slots*

1						2				
Service Group HA01:   Express										
Service 548 - Edinburgh– Glasgow						Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday	
Edinburgh Waverley	Glasgow Street   Queen	Falkirk High	1.20	23548003	28			27	16	
Edinburgh Waverley	Glasgow Street   Queen	Falkirk High	1.21	23548003	34			34	16	
Glasgow Street   Queen	Edinburgh Waverley	Falkirk High	1.20	23548003	32			31	16	
Glasgow Street   Queen	Edinburgh Waverley	Falkirk High	1.21	23548003	30			30	16	

Table 2.1: Passenger Train Slots <sup>5TH</sup>

1					2				
Service Group HA01: Express									
Service 549 – Glasgow – Perth – Inverness					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Glasgow Queen Street	Inverness	Stirling, Aviemore	1.22	23549003	5			5	1
Glasgow Queen Street	Perth	Stirling	1.23	23549003	2			3	1
Glasgow Queen Street	Elgin	Stirling, Aviemore	1.24	23549003	0			0	2
Perth	Glasgow Queen Street	Stirling		23549003	2			2	0
Inverness	Glasgow Queen Street	Aviemore, Stirling	1.25	23549003	4			4	3
Dundee	Glasgow Queen Street	Stirling	1.26	23549003	3			3	0
Glasgow Queen Street	Dundee	Stirling		23549003	3			3	0
Glasgow Queen Street	Carnoustie	Stirling		23549003	1			0	0
Glasgow Queen Street	Arbroath			23549003	1			1	0



*Table 2.1: Passenger Train Slots*

1					2				
Service Group HA01: Express									
Service 549 - Edinburgh – Perth – Inverness					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Inverness	Kirkcaldy, Aviemore	1.27	23549003	5			5	4
Edinburgh Waverley	Perth	Ladybank	1.28	23549003	12			13	1
Inverness	Edinburgh Waverley	Aviemore, Kirkcaldy	1.29	23549003	5			5	4
Perth	Edinburgh Waverley	Ladybank	1.30	23549003	14 <sup>1</sup>			13	0
Blair Atholl	Edinburgh Waverley	Kirkcaldy	1.31	23549003	1			1	0

<sup>1</sup> 1 Train CER at Kirkcaldy 23587003, 1 Train CER at Glenrothes 23578103

Table 2.1: Passenger Train Slots

1					2				
Service Group HA02: East Coast Locals									
Service 576 - Edinburgh – Dunblane – Perth					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Dunblane	Falkirk Grahamston	2.5	23576003	30	0	0	30	13
Edinburgh Waverley	Perth	Falkirk Grahamston	2.6	23576003	1	0	0	1	1
Edinburgh Waverley	Stirling	Falkirk Grahamston		23576003	1	0	0	1	8
Stirling	Dunblane			23576003	0	0	0	1	0
Newcraighall	Dunblane	Falkirk Grahamston		23586003 <sup>1</sup>	1	0	0	0	0
Dunblane	Edinburgh Waverley	Falkirk Grahamston	2.7	23576003	30	0	0	29	12
Perth	Edinburgh Waverley	Falkirk Grahamston	2.8	23576003	1	0	0	1	1
Stirling	Edinburgh Waverley	Falkirk Grahamston	2.9	23576003	0	0	0	0	8
Dunblane	Stirling		2.40	23576003	1	0	0	1	0
Perth	Stirling		2.41	23576003	0	0	0	1	0
Alloa	Edinburgh		2.42	23576003	2	0	0	1	0
Edinburgh	Alloa		2.43	23576003	1	0	0	1	0
Dunblane	Newcraighall			23576003 <sup>2</sup>	1	0	0	1	0

<sup>1</sup>Trains change TSC at Edinburgh Waverley to 23576003

<sup>2</sup>*Trains change TSC at Edinburgh Waverley to 23586003*

*Table 2.1: Passenger Train Slots*

1					2				
Service Group HA02: East Coast Locals									
Service 584 - North Berwick – Edinburgh – Glasgow					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday			Saturday	Sunday
North Berwick	Edinburgh Waverley		2.10	23584003	17			25	12
North Berwick	Haymarket		2.11	23584003	2			0	0
North Berwick	Glasgow Central	Carstairs	2.12	23584003 <sup>1</sup>	2			2	0
Prestonpans	Edinburgh Waverley		2.13	23584003	1			0	0
Edinburgh Waverley	North Berwick		2.14	23584003	13			24	12
Haymarket	North Berwick		2.15	23584003	4			0	0
Glasgow Central	North Berwick		2.16	13564825 <sup>2</sup>	2			2	0
Edinburgh Waverley	Dunbar		2.40	23584003	5			5	0
Dunbar	Edinburgh Waverley		2.41	23584003	3			4	0
Dunbar	Haymarket		2.48	23584003	1			0	0

<sup>1</sup>Trains change TSC to 23564903 at Edinburgh Waverley and again to 13564825 at Carstairs.

<sup>2</sup>Trains change TSC to 23564903 at Carstairs and again to 23584003 at Edinburgh Waverley.

*Table 2.1: Passenger Train Slots*

1					2				
Service Group HA02: East Coast Locals									
Service 586 - Edinburgh – Newcraighall <sup>1</sup>					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Newcraighall	Brunstane	2.19	23586003	1			1	0
Haymarket	Newcraighall	Brunstane	2.20	23585003 <sup>1</sup>	2			2	0
Newcraighall	Edinburgh Waverley	Brunstane	2.21	23586003	1			1	0
Newcraighall	Haymarket	Brunstane	2.22	23586003 <sup>2</sup>	2			2	0

<sup>1</sup>Trains change TSC at Edinburgh Waverley to 23586003.

<sup>2</sup>Trains change TSC at Edinburgh Waverley to 23585003.

*Table 2.1: Passenger Train Slots*

1					2				
Service Group HA02: East Coast Locals									
Service 5870 - Fife Outer Circle (Clockface)					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Cowdenbeat h	Dunfermline	2.24	23587003	9			9	0
Edinburgh Waverley	Glenrothes	Dunfermline	2.25	23587003	8			8	11
Edinburgh Waverley	Perth	Dunfermline	2.26	23587003	1			1	1
Edinburgh Waverley	Cardenden	Dunfermline	2.45	23587003	1			0	0
Kirkcaldy	Edinburgh Waverley	Burntisland	2.27	23587003	2			1	1
Glenrothes	Edinburgh Waverley	Kirkcaldy	2.28	23587003	7			6	11
Dundee	Newcraighall	Kirkcaldy	2.44	23587003 <sup>1</sup>	1			0	0
Glenrothes	Newcraighall	Kirkcaldy		23587003 <sup>1</sup>	14			14	0
Newcraighall	Glenrothes	Dunfermline		23586003 <sup>2</sup>	10			9	0

<sup>1</sup>Trains change TSC at Edinburgh Waverley to 23586003

<sup>2</sup>Trains change TSC at Edinburgh Waverley to 23587103

Table 2.1: Passenger Train Slots

1					2				
Service Group HA02: East Coast Locals									
Service 5871 - Fife Inner Circle ( Anti clockwise )					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Inverkeithing		2.30	23587103	0			0	1
Edinburgh Waverley	Kirkcaldy	Burntisland	2.31	23587103	2			1	1
Glenrothes with Thornton	Edinburgh Waverley	Dunfermline		23587103	8			7	10
Cowdenbeat h	Edinburgh Waverley	Dunfermline	2.32	23587103	6			6	0
Dunfermline Queen Margaret	Edinburgh Waverley	Dunfermline	2.33	23587103	1			0	0
Glenrothes with Thornton	Newcraighall	Dunfermline	2.34	23587103 <sup>1</sup>	11			12	0
Markinch	Newcraighall	Dunfermline	2.35	23587103	2			1	0
Perth	Edinburgh Waverley	Dunfermline	2.36	23587103	1			0	1
Kirkcaldy	Glasgow Queen Street	Burntisland and Falkirk Grahamston	2.37	23587103 <sup>1</sup>	1			0	0
Edinburgh	Glenrothes	Burntisland	2.38	23587103	7			6	10
Glasgow Queen Street	Markinch	Kirkcaldy	2.39	23578903 <sup>3</sup>	1			0	0
Newcraighall	Glenrothes	Kirkcaldy		23586003 <sup>2</sup>	16			18	0

Newcraighall	Kirkcaldy	Burntisland		23586003 <sup>2</sup>	1			1	0
Cardenden	Edinburgh	Dunfermline		23587103	1			0	0
Cowdenbeat h	Newcraighall	Dunfermline		23587103 <sup>1</sup>	1			1	0

1Trains change TSC at Edinburgh Waverley to 23586003

2Trains change TSC at Edinburgh Waverley to 23587103

3Trains change TSC at Falkirk Grahamston to 23587103

Table 2.1: Passenger Train Slots



1					2				
Service Group HA03 South West Rural Services									
Service 579 - South West Services					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Glasgow Central	Stranraer	Kilwinning	3.0	23579003	2	0	0	2	3
Glasgow Central	Stranraer	Kilmarnock	3.13	23579003	1	0	0	0	0
Kilmarnock	Stranraer		3.1	23579003	2	0	0	3	0
Stranraer	Glasgow Central	Kilwinning	3.3	23579003	3	0	0	3	3
Stranraer	Glasgow Central	Kilmarnock	3.4	23579003	0	0	0	0	0
Stranraer	Ayr		3.5	23579003	1	0	0	1	0
Glasgow Central	Carlisle	Kilmarnock	3.6	23579003	6	0	0	6	2
Glasgow Central	Newcastle	Kilmarnock	3.14	23579003	3	0	0	3	0
Glasgow Central	Dumfries	Kilmarnock	3.15	23579003	1	0	0	0	0
Dumfries	Newcastle		3.7	23579003 <sup>1</sup>	1	0	0	1	0
Dumfries	Carlisle		3.8	23579003	3	0	0	8	3
Dumfries	Glasgow Central	Kilmarnock	3.16	23579003	1	0	0	1	0
Carlisle	Dumfries		3.9	23579003	3	0	0	8	2
Newcastle	Glasgow Central	Kilmarnock	3.11	21793000 <sup>2</sup>	3	0	0	3	0
Carlisle	Glasgow Central	Kilmarnock	3.12	23579003	5	0	0	6	2
Ayr	Stranraer				1	0	0	1	0
Stranraer	Kilmarnock			23579003	2	0	0	2	0

<sup>1</sup>Trains change TSC to 21793000 at Carlisle.

<sup>2</sup>Trains change TSC to 23579003 at Carlisle.

*Table 2.1: Passenger Train Slots*

1					2					
Service Group HA04: Highland Rural										
Service 543 - Inverness – Wick/Kyle of Lochalsh					Passenger Train Slots					
					Total weekday		Saturday		Sunday	
From	To	Via	Description	TSC	Winter	Summer	Winter	Summer	Winter	Summer
Inverness	Wick	Thurso	4.0	23542003	3	3	3	3	1	0
Inverness	Tain		4.1	23542003	1 <sup>1</sup>	1	2	2	3	3
Inverness	Kyle of Lochalsh		4.2	23543003	4	4	4	4	1	2
Inverness	Invergordon		4.3	[23542003]	1	1	1	1	1	1
Inverness	Ardgay		4.4	23542003	1	1	1	1	0	0
Lairg	Inverness		4.5	[23542003]	1	1	1	1	0	0
Wick	Inverness	Thurso	4.6	23542003	4	4	4	4	1	1
Tain	Inverness		4.7	23542003	1	1	1	1	3	3
Kyle of Lochalsh	Inverness		4.8	23543003	3	3	3	3	1	2
Ardgay	Inverness		4.9	23542003	2	2	2	2	0	0
Invergordon	Inverness		4.10	[23542003]	1	1	1	1	1	1
Kyle Of Lochalsh	Elgin		4.12	23543003	1	1	1	1	0	0
Inverness	Dingwall		4.13	23543003	1	1	1	1	0	0
Dingwall	Wick		4.14	23543003	1	1	1	1	0	1
Dingwall	Inverness		4.15	23543003	1	1	1	1	0	0

<sup>1</sup> Quantum of 2 trains on Fridays

Table 2.1: Passenger Train Slots <sup>7th</sup>

1					2		
Service Group: HA04: Highland Rural							
Service description 545 - Glasgow – Oban/Fort William/Mallaig					Passenger Train Slots		
From	To	Via	Description	TSC	Total weekday	Saturday	Sunday
Glasgow Queen Street	Mallaig		4.16	23545003	0 (1) <sup>1</sup>	0	0 (0) <sup>1</sup>
Glasgow Queen Street	Oban		4.17	23545003	3	4	1 (3) <sup>1</sup>
Mallaig	Fort William		4.18	23545003	0 (1) <sup>1</sup>	0 (1) <sup>1</sup>	0 (1) <sup>1</sup>
Fort William	Mallaig		4.19	23545003	1	1	1
Mallaig	Glasgow Queen Street		4.20	23545003	1 (2) <sup>1</sup>	1	1
Oban	Glasgow Queen Street		4.21	23545003	3 (5) <sup>1</sup>	3 (4) <sup>1</sup>	0 (2) <sup>1</sup>
Arrochar and Tarbet	Glasgow Queen Street		4.22	23545003	1	0	0
Edinburgh Waverley	Oban	Dalmuir	4.31	23545003	0	0	1
Oban	Edinburgh Waverley	Dalmuir	4.32	23545003	0	0	1

<sup>1</sup>During the period of time between the last weekend in March and the last weekend in October in any calendar year the number of Passenger Train Slots applicable shall be as stated in brackets.

*Table 2.1: Passenger Train Slots*

1					2				
Service Group HA04: Highland Rural									
Service 547 – Aberdeen – Inverness					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Aberdeen	Inverness	Keith	4.23	23547003	9			9	5
Aberdeen	Dyce		4.24	23547003	1			1	0
Aberdeen	Inverurie		4.25	23547003	3			3	6
Elgin	Inverness		4.26	23547003	2			2	0
Inverness	Aberdeen	Keith	4.27	23547003	10			10	5
Dyce	Aberdeen		4.28	23540003	0			0	0
				23541003	0			0	
				23547003					
Inverurie	Aberdeen		4.29	23547003	4			4	6
Dyce	Stonehaven		4.30	23547003	1			1	0

Table 2.1: Passenger Train Slots

1											
Service Group HA06: Strathclyde Electric											
Service 560 – Glasgow North Electrics (Westbound)											
From	To	Via	Description	TSC	Total week-day	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Xmas Sundays	26 <sup>th</sup> December
Edinburgh Waverley	Garscadden		6.0	13560015	3	0	3	3	1	0	0
Edinburgh Waverley	Helensburgh Central	Yoker EWD, Singer Sun	6.1	13560015	34	6	27	33	24	0	0
Edinburgh Waverley	Milngavie		6.2	13560015	23	6	18	19	0	0	0
Edinburgh Waverley	Airdrie		6.28	13560015	1	0	1	1	0	0	0
Edinburgh Waverley	Bathgate		6.29	13560015	6	0	4	6	1	0	0
Bathgate	Helensburgh Central	Yoker EWD, Singer Sun	6.30	13560015	2	0	2	2	1	0	30
Bathgate	Milngavie		6.31	13560015	0	0	0	1	0	0	0
Bathgate	Balloch	Singer	6.32	13560015	1	0	1	1	0	0	0
Airdrie	Balloch	Singer	6.3	13560015	25	5	20	20	0	0	0
Airdrie	Helensburgh Central	Singer	6.4	13560015	1	1	0	0	6	31	0
Airdrie	Dalmuir	Singer	6.5	13560015	0	0	0	0	17	18	0
Springburn	Balloch	Singer	6.6	13560015	9 <sup>1</sup>	0	9	15	0	0	0
Springburn	Dalmuir	Yoker	6.7	13560015	23	6	17	18	0	18	29
Springburn	Garscadden		6.8	13560015	3	0	3	2	0	0	0
Bellgrove	Helensburgh Central		6.9	13560015	1	1	0	0	0	0	0

1											
Service Group HA06: Strathclyde Electric											
Service 560 – Glasgow North Electrics (Westbound)											
From	To	Via	Description	TSC	Total week-day	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Xmas Sundays	26 <sup>th</sup> December
Dalmuir	Helensburgh Central		6.10	13560015	1	0	1	1	0	0	0
Glasgow High St	Balloch	Yoker	6.11	13560015	1	1	0	0	0	0	0

Peak services arriving Glasgow Queen Street Low Level between 0745 and 0915 Mondays to Fridays and departing Glasgow Queen Street Low Level between 1630 and 1800 Mondays to Fridays.

2. Quantum of 10 on a Friday Only

*Table 2.1 : Passenger Train Slots*

1											
Service Group HA06: Strathclyde Electrics											
Service 560 – Glasgow North Electrics (Eastbound)											
From	To	Via	Description	TSC	Total week-day	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Xmas Sunday	26 <sup>th</sup> December
Garscadden	Edinburgh Waverley		6.12	13560015	2	0	2	2	0	0	0
Helensburgh Central	Edinburgh Waverley	Yoker EWD, Singer Sun	6.13	13560015	31	5	26	32	24	0	0
Milngavie	Edinburgh Waverley		6.14	13560015	23	6	17	19	0	0	0
Partick	Edinburgh Waverley		6.15	13560015	0	0	0	4	0	0	0
Hyndland	Edinburgh Waverley		6.16	13560015	1	0	1	0	0	0	0
Balloch	Edinburgh Waverley	Singer	6.17	13560015	1	1	0	0	0	0	0
Dalmuir	Edinburgh Waverley	Yoker	6.18	13560015	1	0	1	0	1	0	0
Bathgate	Edinburgh Waverley		6.33	13560015	2	0	2	2	1	0	0
Helensburgh Central	Bathgate	Yoker EWD, Singer Sun	6.34	13560015	2	0	2	2	1	0	29
Balloch	Airdrie	Singer	6.19	13560015	22	4	18	20	0	0	0
Helensburgh Central	Airdrie	Singer	6.20	13560015	3	2	1	1	5	30	0

1											
Service Group HA06: Strathclyde Electrics											
Service 560 – Glasgow North Electrics (Eastbound)											
From	To	Via	Description	TSC	Total week-day	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Xmas Sunday	26 <sup>th</sup> December
Dalmuir	Airdrie	Singer	6.21	13560015	1	0	1	0	0	18	0
Balloch	Springburn	Singer	6.22	13560015	11 <sup>1</sup>	1	10	14	0	0	0
Dalmuir	Springburn	Yoker EWD, Singer Sun	6.23	13560015	22	6	16	21	0	18	29
Garscadden	Springburn		6.24	13560015	3	0	3	1	0	0	0
Balloch	Dalmuir		6.25	13560015	1	0	1	1	0	0	0
Helensburgh Central	Dalmuir		6.26	13560015	0	0	1	0	1	0	0
Helensburgh Central	Glasgow High St	Singer	6.27	13560015	1	1	0	0	0	0	0

Peak services arriving Glasgow Queen Street Low Level between 0745 and 0915 Mondays to Fridays and departing Glasgow Queen Street Low Level between 1630 and 1800 Mondays to Fridays.

2. Quantum of 12 on a Friday Only



Table 2.1: Passenger Train Slots

1					2					
Service Group HA06: Strathclyde Electric										
Service 562 – Glasgow Suburban Electrics South					Passenger Train Slots					
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	26 <sup>th</sup> December
Glasgow Central	Glasgow Central	Maxwell Park, Queens Park	6.37 Inner circle – anti clockwise	13562015	21	5	16	17	0	0
Glasgow Central	Glasgow Central	Queens Park Maxwell Park	6.38 Outer circle – clockwise	13562015	19	5	14	15	0	0
Glasgow Central	Neilston	Queens Park	6.39	13562015	40	5	35	36	30	31
Glasgow Central	Newton	Maxwell Park	6.40	13562015	16 <sup>3</sup>	2	14	17	15	15
Glasgow Central	Newton	Queens Park	6.41	13562015	22	2	20	18	15	15
Neilston	Glasgow Central	Queens Park	6.42	13562015	40	6	34	35	30	30
Newton	Glasgow Central	Maxwell Park	6.43	13562015	19	2	17	18	15	15
Newton	Glasgow Central	Queens Park	6.44	13562015	18	2	16	17	14	14

<sup>1</sup>Peak services arriving Glasgow Central High Level between 0745 and 0915 Monday to Friday and departing Glasgow Central High Level between 1630 and 1800 Monday to Friday

<sup>3</sup> Friday Only has quantum of 17

Table 2.1: Passenger Train Slots

1										
Service Group HA06: Strathclyde Electric										
Service 563 – Argyle Line (Westbound)										
From	To	Via	Description	TSC	Total week-day	Peak <sub>1</sub>	Off-peak	Saturday	Sunday	26 <sup>th</sup> December
Coatbridge Central	Dalmuir	Blantyre, Singer	6.45	13563015	2	0	2	0	0	0
Coatbridge Central	Milngavie	Blantyre	6.46	13563015	3	1	2	1	0	0
Lanark	Balloch	Wishaw, Holytown, Blantyre, Singer	6.47	13563015	0	0	0	0	0	13
Lanark	Dalmuir	Wishaw, Shieldmuir, WCML, Singer	6.48	13563015	1	1	0	0	0	0
Lanark	Dalmuir	Wishaw, Shieldmuir, Bellshill, Yoker	6.49	13563015	12	4	10	12	0	0
Lanark	Garscadden	Wishaw, Shieldmuir, WCML	6.50	13563015	2	2	0	0	0	0
Lanark	Garscadden	Wishaw, Shieldmuir, Bellshill	6.51	13563015	0	0	0	1	0	0
Lanark	Milngavie	Wishaw, Holytown, Blantyre	6.52	13563015	11	0	9	15	0	0
Lanark	Milngavie	Wishaw, Shielfmuir, Bellshill	6.119	13563015	0	0	0	0	13	0
Lanark	Partick	Wishaw, Shieldmuir, Bellshill	6.53	13563015	4	0	4	4	0	0
Larkhall	Dalmuir	Blantyre, Singer	6.54	13563015	30 <sup>2</sup>	4	26 <sup>2</sup>	34	0	0
Larkhall	Dalmuir	Blantyre, Yoker	6.55	13563015	1	1	0	0	0	0
Larkhall	Garscadden	Blantyre	6.56	13563015	1	0	1	1	0	0
Larkhall	Partick	Blantyre	6.57	13563015	1	0	1	0	14	0

Larkhall	Anderston	Bellshill	6.116	13563005	1	1	0	0	0	0
Motherwell	Anderston	Bellshill	6.58	13563015	1	1	0	0	0	0
Motherwell	Dalmuir	Bellshill, Yoker	6.59	13563015	12	2	10	12	0	0
Motherwell	Dalmuir	Blantyre, Singer	6.60	13563015	0	0	0	0	0	1
Motherwell	Garscadden	Blantyre	6.61	13563015	0	0	0	0	1	0
Motherwell	Milngavie	Blantyre	6.62	13563015	19 <sup>2</sup>	4	15	18	0	0
Motherwell	Milngavie	Bellshill	6.112	13563015	0	0	0	0	15	0
Motherwell	Partick	Bellshill	6.113	13563015	4	0	4	5	0	0
Motherwell	Balloch	Blantyre, Yoker	6.114	13563015	0	0	0	0	29	0
Carstairs	Garscadden	Wishaw, Shieldmuir, WCML	6.109	13563015	1	0	1	0	0	0
Carstairs	Motherwell	Wishaw, Shieldmuir	6.115	13563015	1	0	1	0	0	0

<sup>1</sup>Peak services arriving Glasgow Central Low Level between 0745 and 0915 Mondays to Fridays and departing Glasgow Central Low Level between 1630 and 1800 Mondays to Fridays.

## 2. Additional FO train weekday

Table 2.1: Passenger Train Slots

1										
Service Group HA06 Strathclyde										
Service 563 – Argyle Line (Eastbound)										
From	To	Via	Description	TSC	Total week-day	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	26 <sup>th</sup> December
Anderston	Lanark	WCML, Shieldmuir	6.64	13563015	3	2	1	0	0	0
Anderston	Motherwell	WCML	6.65	13563015	1	1	0	0	0	0
Balloch	Lanark	Singer, Blantyre, Holytown, Wishaw	6.66	13563015	0	0	0	0	0	13
Balloch	Motherwell	Yoker, Blantyre	6.67	13563015	0	0	0	0	29	0
Dalmuir	Carstairs	Bellshill, Shieldmuir, Wishaw	6.68	13563015	1	1	0	0	0	0
Dalmuir	Coatbridge Central	Yoker, Blantyre	6.69	13563015	1	1	0	0	0	0
Dalmuir	Lanark	Yoker, Bellshill, Shieldmuir, Wishaw	6.72	13563015	11	2	10	12	0	0
Dalmuir	Larkhall	Singer, Blantyre	6.73	13563015	35	5	30	35	0	0
Dalmuir	Motherwell	Singer, Blantyre	6.74	13563015	0	0	0	0	0	2
Dalmuir	Motherwell	Yoker, Bellshill	6.75	13563015	13	3	9	13	1	0
Garscadden	Coatbridge Central	Blantyre	6.76	13563015	1	0	1	0	0	0
Garscadden	Motherwell	Blantyre	6.77	13563015	0	0	0	1	0	0
Garscadden	Lanark	Bellshill	6.116	13563015	1	0	1	1	0	0
Hyndland	Lanark	Bellshill, Shieldmuir, Wishaw	6.78	13563015	0	0	0	0	1	0
Hyndland	Motherwell	Bellshill	6.79	13563015	0	0	0	0	0	1
Milngavie	Coatbridge Central	Blantyre	6.80	13563015	3	1	2	1	0	0

1										
Service Group HA06 Strathclyde										
Service 563 – Argyle Line (Eastbound)										
From	To	Via	Description	TSC	Total week-day	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	26 <sup>th</sup> December
Milngavie	Lanark	Bellshill, Shieldmuir, Wishaw	6.81	13563015	0	0	0	0	13	16
Milngavie	Lanark	Blantyre	6.117	13563015	11	1	10	15	0	0
Milngavie	Motherwell	Bellshill	6.83	13563015	0	0	0	0	15	13
Milngavie	Motherwell	Blantyre	6.84	13563015	19	2	17	17	0	0
Milngavie	Larkhall	Blantyre	6.85	13563015	2	2	0	0	0	0
Motherwell	Carstairs	Shieldmuir, Wishaw	6.86	13563015	1	0	1	0	0	0
Motherwell	Coatbridge Central		6.88	13563015	1	0	1	1	0	0
Motherwell	Lanark	Holytown, Wishaw	6.89	13563015	1	0	1	0	0	0
Motherwell	Lanark	Shieldmuir, Wishaw	6.90	13563015	2	0	2	2	0	0
Partick	Lanark	Bellshill, Shieldmuir, Wishaw	6.91	13563015	5	0	5	4	0	1
Partick	Larkhall	Blantyre	6.118	13563015	0	0	0	0	14	0
Partick	Motherwell	Bellshill	6.92	13563015	5	0	5	5	0	0

<sup>1</sup>Peak services arriving Glasgow Central Low Level between 0745 and 0915 Mondays to Fridays and departing Glasgow Central Low Level between 1630 and 1800 Mondays to Fridays.

*Table 2.1: Passenger Train Slots*

1					2						
Service Group HA06: Strathclyde Electrics											
Service 569 – Glasgow – Gourock/Wemyss Bay					Passenger Train Slots						
From	To	Via	Description	TSC	Total weekday <sup>1</sup>	Peak <sup>2</sup>	Off-Peak <sup>3</sup>	Saturday	Sunday	Xmas Sundays	26 <sup>th</sup> December
Glasgow Central	Gourock	Paisley	6.93 Slow	13569815	31	2	29	31	17	27	27
Glasgow Central	Gourock	Paisley	6.93 Fast	13569815	19	2	17	19	0	0	17
Glasgow Central	Wemyss Bay	Paisley	6.94	13569815	19	3	16	19	13	14	17
Gourock	Glasgow Central	Paisley	6.95 Slow	13569815	35	6	29	33	15	25	28
Gourock	Glasgow Central	Paisley	6.95 Fast	13569815	15	0	15	14	0	0	14
Wemyss Bay	Glasgow Central	Paisley	6.96	13569815	19	2	17	19	13	13	17

<sup>1</sup>Total Weekday Passenger Train Slots between Glasgow Central and Gourock is 50 on Thursdays Fridays.

<sup>2</sup>Peak Services arriving Glasgow Central High Level between 0745 and 0915 Monday to Friday and departing Glasgow Central High Level between 1630 and 1800 Monday to Friday.

<sup>3</sup>Total Off-peak Passenger Train Slots between Glasgow Central and Gourock is 46 on Thursdays and Fridays.

Table 2.1: Passenger Train Slots

1					2							
Service Group HA06: Strathclyde Electrics												
Service 571 – Glasgow – Ardrossan – Largs					Passenger Train Slots							
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Summer Sundays <sup>2</sup>	Xmas Sundays	26 <sup>th</sup> December
Glasgow Central	Ardrossan Town		6.98	13571015	3	1	2	1	0	0	0	10
Glasgow Central	Ardrossan Harbour		6.99	13571015	16	1	15	16	3	4 <sup>3</sup>	4	5
Glasgow Central	Largs		6.100	13571015	19	2	17	19	14	14	14	17
Largs	Glasgow Central		6.101	13571015	18	3	15	17	15	15	15	16
Ardrossan Harbour	Glasgow Central		6.102	13571015	17	1	16	17	4	4	4	5
Ardrossan Town	Glasgow Central		6.103	13571015	1	0	1	0	0	0	0	10
Ardrossan South Beach	Glasgow Central		6.104	13571015	0	0	0	0	0	0	0	1

<sup>1</sup>Peak services arriving Glasgow Central High Level between 0745 and 0915 Monday to Friday and departing Glasgow Central High Level between 1630 and 1800 Monday to Friday.

<sup>2</sup>Summer Sundays mean the period of time between the third weekend in May and the last weekend in September.

<sup>3</sup>Summer Sundays for the Ardrossan Harbour service means the period of operation of the additional Brodick sailing but shall not start before 15<sup>th</sup> March or end after 31<sup>st</sup> October in any calendar year.

Table 2.1: Passenger Train Slots

1					2							
Service Group HA06: Strathclyde Electric												
Service 573 – Glasgow – Ayr					Passenger Train Slots							
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Saturday	Summer Sundays <sup>2</sup>	Winter Sundays	Xmas Sundays	26 <sup>th</sup> December
Glasgow Central	Ayr	Paisley	6.105	13573015	51	12	39	58	25	25	25	32
Ayr	Glasgow Central	Paisley	6.106	13573015	50	11	39	58	26	26	26	31
Glasgow Central	Irvine			13573015	9	1	8	0	0	0	0	0
Irvine	Glasgow Central			13573015	9	0	9	0	0	0	0	0
Kilwinning	Glasgow Central			13573015	1	1	0	0	0	0	0	0

<sup>1</sup>Peak services arriving Glasgow Central High Level between 0745 and 0915 and departing Glasgow Central High Level between 1630 and 1800 Monday to Friday.

<sup>2</sup>Summer Sundays means the period of time between the third weekend in May and the last weekend in September.



Table 2.1: Passenger Train Slots

1					2					
Service Group HA07: Strathclyde Diesels										
Service 561 – Glasgow – Cumbernauld – Falkirk Grahamston					Passenger Train Slots					
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday	Xmas Sundays
Glasgow Queen Street	Cumbernauld	Stepps	7.0	13561015	20	0	0	17	15	21
Glasgow Queen Street	Falkirk Grahamston	Stepps	7.1	13561015 <sup>1</sup>	17	0	0	17	0	0
Falkirk Grahamston	Glasgow Queen Street	Stepps	7.2	23578903 <sup>2</sup>	19	0	0	19	0	0
Cumbernauld	Glasgow Queen Street	Stepps	7.3	13561015	18	0	0	17	15	21

<sup>1</sup>Trains change TSC at Cumbernauld to 23578903.

<sup>2</sup>Trains change TSC at Cumbernauld to 13561015.

Table 2.1: Passenger Train Slots

1					2					
Service Group HA07: Strathclyde Diesels										
Service 564 – Edinburgh – Shotts – Glasgow Central					Passenger Train Slots					
From	To	Via	Description	TSC	Total weekday		Saturday	Sunday	26 <sup>th</sup> December	Xmas Sundays
Edinburgh Waverley	Glasgow Central	Shotts	7.43 Slow	23564903 13564825	15		15	6	0	0
Edinburgh Waverley	Glasgow Central	Shotts	7.43 Fast	23564903 13564825	13		13	0	0	0
Edinburgh	Motherwell		7.44	23564903	1		1	0	0	0
Glasgow Central	Edinburgh Waverley	Shotts	7.45 Slow	23564903 13564825	16		18	6	0	0
Glasgow Central	Edinburgh Waverley	Shotts	7.45 Fast	23564903 13564825	13		12	0	0	0
Shotts	Glasgow Central	Bellshill	7.47	13564825	0		0	0	10	10
Glasgow Central	Shotts	Bellshill	7.48	13564825	0		0	0	10	10
Edinburgh Waverley	Glasgow Central	Carstairs, Wishaw	7.49	23564903	5		5	0	0	0
Glasgow Central	Edinburgh Waverley	Wishaw, Carstairs	7.50	23564903	5		4	0	0	0
Motherwell	Edinburgh	Shotts	7.51	13564825	1		1	0	0	0
Newcraighall	Motherwell	Carstairs / Shotts	7.52	23586003 <sup>1</sup>	1		1	0	0	0
Newcraighall	Glasgow	Shotts	7.53	23586003 <sup>1</sup>	1		0	0	0	0

<sup>1</sup>Trains change TSC at Edinburgh Waverley to 13564825

Table 2.1: Passenger Train Slots

1					2				
Service Group HA07: Strathclyde Diesels									
Service 565 – Glasgow – Paisley Canal					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Saturday	Sunday	Xmas Sundays	26 <sup>th</sup> December
Glasgow Central	Paisley Canal		7.4	13565015	35	36	0	9	26
Paisley Canal	Glasgow Central		7.5	13565015	34	36	0	9	25

*Table 2.1: Passenger Train Slots*

1					2						
Service Group HA07: Strathclyde Diesels											
Service 566 – Glasgow – Whifflet					Passenger Train Slots						
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday	26 <sup>th</sup> December	Xmas Sunday
Glasgow Central	Whifflet	Langloan Junction	7.6	13566515	35	0	0	36	0	26	10
Whifflet	Glasgow Central	Langloan Junction	7.7	13566515	35	0	0	35	0	26	9

*Table 2.1: Passenger Train Slots*

1					2					
Service Group HA07: Strathclyde Diesels										
Service 567 – Glasgow – East Kilbride					Passenger Train Slots					
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	26 <sup>th</sup> December
Glasgow Central	East Kilbride		7.8	13567015	38	5	32	36	30	27
Glasgow Central	Busby		7.9	135767015	1	1	0	0	0	0
East Kilbride	Glasgow Central		7.10	135767015	38	5	33	34	31	27
Busby	Glasgow Central		7.11	135767015	1	1	0	0	0	0

<sup>1</sup>Peak services arriving Glasgow Central High Level between 0745 and 0915 and departing Glasgow Central High Level between 1630 and 1800 Monday to Friday.

Table 2.1: Passenger Train Slots

1					2						
Service Group HA07: Strathclyde Diesels											
Service 568 – Glasgow – Barrhead – Kilmarnock					Passenger Train Slots						
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Xmas Sundays	26 <sup>th</sup> December
Glasgow Central	Barrhead		7.12	13568015	25	3	22	24	0	10	15
Glasgow Central	Kilmarnock		7.13	13568015	20	1	19	22	11	11	16
Barrhead	Glasgow Central		7.14	13568015	25	3	22	24	0	10	15
Kilmarnock	Glasgow Central		7.15	13568015	23	1	22	23	11	11	15

<sup>1</sup>Peak services arriving Glasgow Central High Level between 0745 and 0915 Monday to Friday and departing Glasgow Central High Level between 1630 and 1800 Monday to Friday.

*Table 2.1: Passenger Train Slots*

1					2				
Service Group HA07: Strathclyde Diesels									
Service 572 – Motherwell – Cumbernauld					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Motherwell	Cumbernauld	Coatbridge	7.16	13572015	15	0	0	15	0
Cumbernauld	Motherwell	Coatbridge	7.17	13572015	16	0	0	16	0
Coatbridge	Cumbernauld		7.40	13572015	1	0	0	1	0



Table 2.1: Passenger Train Slots<sup>4TH</sup>

1					2				
Service Group HA07: Strathclyde Diesels									
Service 574 – Glasgow – Anniesland/Garelochhead					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Xmas Sundays
Glasgow Queen Street	Anniesland	Maryhill	7.18	13574515	35 <sup>1</sup>	0	0	35	10
Anniesland	Glasgow Queen Street	Maryhill	7.19	13574515	35	0	0	35	10

2. Total Quantum on Friday Only is 36

Table 2.1: Passenger Train Slots

1					2					
Service Group HA07 – Strathclyde Diesels										
Service 575 – Glasgow – Croy – Dunblane – Perth (Southbound)					Passenger Train Slots					
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday	Xmas Sundays
Croy	Glasgow Queen Street		7.20	13575825	0	0	0	0	0	12
Stirling	Glasgow Queen Street	Croy	7.21	23575903 <sup>1</sup>	1	0	0	0	0	0
Perth	Glasgow Queen Street	Croy	7.22	23575903 <sup>1</sup>	3	0	0	1	0	0
Alloa	Glasgow Queen Street	Croy	7.23	23575903 <sup>1</sup>	18	0	0	18	13	0
Dunblane	Glasgow Queen Street	Croy	7.24	23575903 <sup>1</sup>	15	0	0	18	0	0
Alloa	Stirling		7.40	23575903	1	0	0	1	0	0
Lenzie	Glasgow Queen Street		7.41	13575825	1	0	0	0	0	0

<sup>1</sup>Trains change TSC at Croy to 13575825

Table 2.1: Passenger Train Slots

1					2					
Service Group HA07: Strathclyde Diesels										
Service 575 – Glasgow – Croy – Dunblane – Perth (Northbound)					Passenger Train Slots					
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday	Xmas Sundays
Glasgow Queen Street	Lenzie		7.25	13575825	2	0	0	0	0	0
Glasgow Queen Street	Croy		7.26	13575825	0	0	0	0	0	12
Glasgow Queen Street	Falkirk Grahamston	Croy	7.27	23578903	1	0	0	0	0	0
Glasgow Queen Street	Dunblane	Croy	7.29	13575825 <sup>1</sup>	16	0	0	16	0	0
Glasgow Queen Street	Perth	Croy	7.30	23575903	1	0	0	2	0	0
Glasgow Queen Street	Alloa	Croy	7.31	13575825 <sup>1</sup>	18	0	0	18	13	0
Stirling	Dunblane		7.32	23575903	0	0	0	1	0	0

Table 2.1: Passenger Train Slots

1					2				
Service Group HA07: Strathclyde Diesels									
Service 577 – Girvan – Kilmarnock					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Xmas Sundays
Kilmarnock	Girvan		7.33	13577015	5	0	0	5	0
Girvan	Kilmarnock		7.35	13577015	5	0	0	5	0
Glasgow Central	Girvan		7.36	13577015 <sup>1</sup>	2	0	0	2	0
Girvan	Glasgow Central		7.38	13577015 <sup>1</sup>	2	0	0	2	0
Ayr	Girvan		7.39	13577015	2	0	0	2	0
Girvan	Ayr			13577015	2	0	0	2	0

<sup>1</sup>Trains change TSC to 13568015 at Kilmarnock

<sup>1</sup>Trains change TSC to 13568015 at Kilmarnock

Table 2.1: Passenger Train Slots

1					2				
Service Group HA11: Anglo-Scottish Overnight									
Service 551 – London – Glasgow and Edinburgh					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
London Euston	Glasgow Central	Rugby, Weedon, Trent Valley Line, Crewe, Preston, Lancaster, Carlisle, Carstairs, Law Junction, Motherwell, Cambuslang	11.0	23551003	1	0	0	0	1
London Euston	Inverness	Rugby, Weedon, Trent Valley Line, Crewe, Preston, Lancaster, Carlisle, Carstairs, Slateford, Haymarket, Falkirk Grahamston, Stirling, Perth, Aviemore	11.5	23551003 23553003	1	0	0	0	1
Carstairs	Edinburgh Waverley	Slateford, Haymarket	11.1	23552003	1	0	0	1	0
Glasgow Central	London Euston	Cambuslang, Motherwell, Law Junction, Carstairs, Carlisle, Lancaster, Preston, Crewe, Trent Valley Line, Weedon, Rugby	11.2	23551003	1	0	0	0	1
Inverness	London Euston	Aviemore, Perth, Stirling, Falkirk Grahamston, Haymarket, Slateford, Carstairs, Carlisle, Lancaster, Preston, Crewe, Trent Valley Line, Weedon, Rugby	11.9	23553003 23551003	1	0	0	0	1
Edinburgh Waverley	Carstairs	Haymarket, Slateford	11.3	23552003	1	0	0	0	1

Table 2.1: Passenger Train Slots

1					2				
Service Group HA11: Anglo-Scottish Overnight									
Service 553 – London – Aberdeen/Inverness/Fort William					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Aberdeen	Dundee	11.4	23554003	1	0	0	0	1
Edinburgh Waverley	Fort William	Falkirk	11.6	23555003	1	0	0	1	1
Glasgow Queen Street	Westerton		11.7	23555003	1	0	0	1	0
Aberdeen	Edinburgh Waverley	Dundee	11.8	23554003	1	0	0	0	1
Fort William	Edinburgh Waverley	Falkirk	11.10	23555003	1	0	0	0	1
Westerton	Glasgow Queen Street		11.11	23555003	1	0	0	1	1

- 2.1 The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified in Table 2.1 under the heading “Passenger Train Slots” and on the Days and within the Peak and Off-Peak times so listed. Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Total Weekday”.
- 2.2 Not Used
- 2.3 In order to provide through Services the Train Operator has:
- (a) Firm Rights to combine Passenger Train Slots at Aberdeen, Ayr, Carlisle, Carstairs, Crianlarich, Dundee, Edinburgh Waverley, Elgin, Fort William, Glasgow Queen Street High Level, Inverness, Kilmarnock and Perth;
  - (b) Not Used

*Table 2.2: Additional Passenger Train Slots*

1					2				
Service Group HA02: East Coast Locals									
Service 584 – North Berwick – Edinburgh – Glasgow					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Dunbar		2.40	23584003	4	0	0	0	0
Dunbar	Edinburgh Waverley		2.41	23584003	3	0	0	0	0



Table 2.2: Additional Passenger Train Slots

1					2				
Service Group HA06: Strathclyde Electrics									
Service 560 – Glasgow North Electrics (Westbound)					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Blairhill	Garrowhill		6.120	13560015	1 <sup>1</sup>			0	0

2. School Term Dates Mon – Fri Only

Table 2.2: Additional Passenger Train Slots

1					2				
Service Group HA06: Glasgow Electric									
Service 562 – Glasgow Suburban Electric South					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Crosshill	Glasgow Central		6.121	13562015	1 <sup>1</sup>			0	0

1 School Term Dates Wed – Fri Only

- 2.4 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 under the heading “Additional Passenger Train Slots” and on the Days and within the Peak and Off-Peak times so listed. Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Total Weekday”.
- 2.5 Not Used
- 2.6 The Train Operator has Firm Rights to make Ancillary Movements of Specified Equipment to the extent necessary or reasonably required to give full effect to the other Firm Rights of the Train Operator, including:
- (a) movements for the purpose of maintenance of rolling stock to and from the maintenance depots listed in Schedule 2;
  - (b) movements for driver training purposes; and
  - © empty stock movements.
- 2.7 For the purpose of paragraph 2.6, Ancillary Movements shall not include movements of rolling stock for the purpose of testing or driver training to the extent that:
- (a) the rolling stock concerned has not achieved vehicle and route acceptance necessary for its use in the carriage of passengers on the Route in question; or
  - (b) where the Route in question is not used by the Train Operator for carriage of passengers, the rolling stock concerned has not achieved vehicle and route acceptance necessary to operate on the Route without passengers on board.
- 2.8 The Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:
- (a) the whole of the relief Passenger Train Slot operating over the Routes as described in Schedule 2;
  - (b) the relief Passenger Train Slot calling at stations listed in column 2 and/or column 3 of Table 4.1;
  - © the relief Passenger Train Slot operating using the Specified Equipment; and
  - (d) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.
- 2.9 Save by prior agreement with Network Rail, the Train Operator shall not be entitled to operate Services on 25 December or 1 January in any year.
- The Train Operator shall be entitled to operate Services on 26 December as specified in the relevant Tables to Service Groups HA06 and HA07.

- 2.10 Subject to paragraph 2.9 the Train Operator shall be entitled to operate those Services listed in Service Group HA06 on Glasgow Public Holidays as noted in the footnotes to Table 2.1
- 2.11 The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in Table 2.1.

## 2. Intervals

Table 3.1: Service Intervals

1					2	3			4		
Service GroupHA01: Express											
Service 540 – Glasgow – Aberdeen					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Week-day	Saturday	Sunday	Week-day	Saturday	Sunday
Glasgow Queen Street	Aberdeen	Perth, Dundee	1.0	23540003	Glasgow Queen Street	60 0555-2141	60 0555-2141	120 0938-2140	+4	+4	+4
Aberdeen	Glasgow Queen Street	Dundee, Perth	1.2	23540003	Stirling	60 0752-2243	60 0752-2243	120 0938-2138	+4	+4	+4

Table 3.1: Service Intervals

1					2	3			4		
Service GroupHA01: Express											
Service 541 – Edinburgh – Aberdeen					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Week-day	Saturday	Sunday	Week-day	Saturday	Sunday
Edinburgh Waverley	Aberdeen	Kirkcaldy, Leuchars	1.7	23541003	Edinburgh Waverley	60 0708-1910	60 0708-2110	N/A	+5	+5	N/A
Edinburgh Waverley	Dundee	Kirkcaldy, Leuchars	1.8	23541003	Edinburgh Waverley	60 0640-2310	60 0640-2310	120 0915-2225	+3	+3	+3

Table 3.1: Service Intervals

1					2	3				4		
Service Group HA01: Express												
Service 548 – Edinburgh – Glasgow					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Peak	Off-peak	Sunday Peak	Sunday Off-peak	Week-day	Saturday	Sunday
Edinburgh Waverley	Glasgow Queen Street	Falkirk	1.20	23548003	Edinburgh Waverley	15 0630-1930	30 1930-2330	30 1200-2100	60 0800-1200 and 2100-2330	+2	+2	+2
Glasgow Queen Street	Edinburgh Waverley	Falkirk	1.21	23548003	Glasgow Queen Street	15 0630-1930	30 1930-2330	30 1230-2130	60 0750-1230 and 2130-2330	+2	+2	+2

Table 3.1: Service Intervals

1					2	3				4		
Service GroupHA02: East Coast Locals												
Service 576 – Edinburgh – Dunblane – Perth					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Weekday	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Dunblane	Falkirk Grahamston	2.5	23576003	Edinburgh Waverley	30 0518 and 0834 – 2033 and 2233 – 2333	30 0518 and 0833 – 2033 and 2233 – 2333	60 0934 – 2134	+4	+4	+4	+4
Dunblane	Edinburgh Waverley	Falkirk Grahamston	2.7	23576003	Dunblane	30 0722 – 0958 and 1029 – 2058 60 2158 – 2304	30 0757 – 0959 and 1029 – 2058 and 60 2158 – 2304	60 1058 – 2158	+4	+4	+4	+4



Table 3.1: Service Intervals

1					2	3				4			
Service Group HA02: East Coast Locals													
Service 584 – North Berwick – Edinburgh – Glasgow					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak	Off-peak	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
North Berwick	Edinburgh Waverley		2.10	23584003	North Berwick	30 0647 – 0920 and 1720 – 1920	60 1020 – 1620 and 2020 – 2354	30 0727 and 0920 – 1920  60 2020 – 2220	60 1120 – 2220				
Edinburgh Waverley	North Berwick		2.14	23584003	Edinburgh Waverley	30 0715 – 0833 and 1710 – 1839	60 0840 – 1639 and 1937 – 2307	30 0739 and 0909 – 1608 and 1708 – 1837  60 1937 – 2307	60 1036 – 2133				

Table 3.1: Service Intervals

1					2	3				4			
Service GroupHA02: East Coast Locals													
Service 586 – Edinburgh – Newcraighall					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Newcraighall	Edinburgh Waverley	Brunstane	2.21	23586003	Newcraighall	30 0604 – 2008	60 2037 – 2337	30 0604 – 2008 60 2037 – 2337	N/A	+5	+5	+5	N/A
Edinburgh Waverley I	Newcraighall	Brunstane	2.19	23586003	Edinburgh Waverley	30 0619 – 2008	60 2106 – 2305	30 0619 – 2008 60 2106 – 2305	N/A	+5	+5	+5	N/A

<sup>1</sup>Peak applies Mondays to Saturdays up to 2030.

Table 3.1: Service Intervals

1					2	3			4		
Service GroupHA02: East Coast Locals											
Service 5870 – Fife Outer Circle ( Clockwise )					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
Between	And	Via	Description	TSC		Weekday	Satur-day	Sunday	Weekd ay	Satur-day	Sun-day
Edinburgh Waverley	Cowdenbeath	Dunferml ine	2.24	23587003	Dunferml ine	30 0949 – 1719	30 0949 – 1719	120 0955-2155	+2	N/A	+5

Table 3.1: Service Intervals

1					2	3			4		
Service Group HA02: East Coast Locals											
Service 5871 – Fife Inner Circle ( Anti-clockwise )					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
Between	And	Via	Description	TSC		Weekday	Satur-day	Sun-day	Weekday	Satur-day	Sun-day
Edinburgh Waverley	Kirkcaldy	Burntisland	2.31	23587103	Burntisland	120 0609 – 2027	N/A	120 1015 - 2155	+2	N/A	+5

Table 3.1: Service Intervals *Sch5 Annex B*

1					2	3				4			
Service Group HA06: Strathclyde Electric													
Service 560 – Glasgow North Electrics					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak	Off-peak	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Helensburgh Central	Yoker EWD, Singer Sun	6.1	13560015	Edinburgh	N/A	30 0621 – 2219	30 0621 – 2219	60 0837 – 2138	N/A	+/-5	+/-5	+/-5
Edinburgh Waverley	Milngavie		6.2	13560015	Edinburgh	N/A	30 0608 – 1733	30 0838 – 1736	N/A	N/A	+/-5	+/-5	N/A
Airdrie	Balloch	Singer	6.3	13560015	Airdrie	N/A	30 0535 – 1827	30 0535 – 1827	N/A	N/A	+/-4	+/-4	N/A
Springburn	Dalmuir	Yoker	6.7	13560015	Springburn	N/A	30 0649 – 1749	30 0919 – 1749	N/A	N/A	+/-4	+/-4	N/A
Helensburgh Central	Edinburgh Waverley	Yoker EWD, Singer Sun	6.13	13560015	Helensburgh Central	N/A	30 0610 – 2140	30 0610 – 2140	60 0755 – 2055	N/A	+/-5	+/-5	+/-5
Milngavie	Edinburgh Waverley		6.14	13560015	Milngavie	N/A	30 0656 – 1757	30 0857 – 1757	N/A	N/A	+/-5	+/-5	N/A
Balloch	Airdrie or Springburn	Singer	6.19, 6.22	13560015	Balloch	N/A	30 0623 – 2253	30 0623 – 2253	N/A	N/A	+/-4	+/-4	N/A

Dalmuir	Springburn	Yoker EWD, Singer Sun	6.23	13560015	Dalmuir	N/A	30 0738 – 1807	30 0548 – 1807	30 0905 – 1735	N/A	+/-4	+/-4	+/-4
---------	------------	--------------------------------	------	----------	---------	-----	----------------------	----------------------	----------------------	-----	------	------	------

Table 3.1: Service Intervals

1					2	3				4			
Service Group HA06: Strathclyde Electrics													
Service 562 – Glasgow Suburban Electrics South					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak	Off-peak	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Glasgow Central	Glasgow Central	Maxwell Park, Queens Park	Inner Circle 6.37	13562015	Cathcart	60 0627 – 0905 and 1716 – 1805	60 1005 – 1705 and 1905 – 2305	60 0627 – 2305	N/A	+2	+2	+2	
Glasgow Central	Glasgow Central	Queens Park Maxwell Park	Outer Circle 6.38	13562015	Cathcart	30 0744 – 0857	60 0905 – 2240	60 0940 – 2240	N/A	+2	+2	+2	
Glasgow Central	Neilston	Queens Park	6.39	13562015	Glasgow Central	N/A	30 0620 – 2320	30 0620 – 2320	N/A	+2	+2+	+2	+2
Glasgow Central	Newton	Maxwell Park	6.40	13562015	Glasgow Central	30 0610 – 0837	60 0910 – 2210	60 0635 – 2235	60 0835 – 2235	+2	+2	+2	+2
Glasgow Central	Newton	Queens Park	6.41	13562015	Glasgow Central	30 0610 – 0910	60 1010 – 2312	60 0610 – 2310	60 0610 – 0010	+2	+2	+2	+2
Neilston	Glasgow Central	Queens Park	6.42	13562015	Neilston	N/A	30 0656 – 2356	30 0656 – 2356	30 0856 – 2326	+2	+2	+2	+2

Table 3.1: Service Intervals *Sch5 Annex B*

1					2	3				4			
Service Group HA06: Strathclyde Electric													
Service 563 – Argyle Line					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak	Off-peak	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Dalmuir	Larkhall	Singer, Blantyre	6.73	13563015	Dalmuir	N/A	30 0601 – 2301	30 0601 – 2301	N/A	+3	+3	+3	N/A
Dalmuir	Motherwell	Yoker, Bellshill	6.75	13563015	Dalmuir	N/A	30 0623 – 1723	60 0653 – 1753	N/A	+3	+3	+3	N/A
Milngavie	Motherwell	Blantyre	6.84	13563015	Milngavie	30 0642 – 0810	30 0912 – 2212	60 0653 – 1753	N/A	+3	+3	+3	N/A
Dalmuir or Milngavie	Lanark	Motherwell	6.72	13563015	Lanark	N/A	30 0623 – 2223	30 0623 – 2223	N/A	+3	+3	+3	+3
Larkhall	Dalmuir	Blantyre, Singer	6.54	13563015	Larkhall	N/A	30 0607 – 2237	30 0607 – 2237	N/A	+3	+3	+3	N/A



Table 3.1: Service Intervals

1					2	3				4			
Service Group HA06: Strathclyde Electrics													
Service 569 – Glasgow – Gourock/Wemyss Bay					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak	Off-peak	Saturday	Sunday	Peak	Off-peak	Sunday Peak	Sunday Off-peak
Glasgow Central	Gourock	Paisley	6.93	13569815	Glasgow Central	20 1705 – 1835	20 0555 – 1655	20 <sup>1</sup>	60	+2	+2	+2	+2
Glasgow Central	Wemyss Bay	Paisley	6.94	13569815	Glasgow Central	30 0605 – 0632 and 1633 – 1715	60 0750 – 1550 and 1750 – 2236	60	60	+2	+2	+2	+2

Table 3.1: Service Intervals

1					2	3				4			
Service Group HA06: Strathclyde Electrics													
Service 571 – Glasgow – Ardrossan – Largs					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak	Off-peak	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Glasgow Central	Ardrossan Town		6.98	13571015	Glasgow Central	N/A	60 0645 and 0915 – 2215	60 0645 and 0915 – 2215	NA	+2	+2	+2	N/A
Glasgow Central	Largs		6.100	13571015	Glasgow Central	N/A	60 0615 – 2315	60 0615 – 2315	60 0940 – 2240	+2	+2	+2	+2

Table 3.1: Service Intervals

1					2	3				4			
Service Group HA06: Strathclyde Electric													
Service 573 – Glasgow – Ayr					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak	Off-peak	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Glasgow Central	Ayr	Paisley	6.105	13573015	Glasgow Central	N/A	30 0600 – 0015	30 0600 – 2330	30 0900 – 1900 and 60 2000 – 2300	+2	+2	+2	+2
Ayr	Glasgow Central	Paisley	6.106	13573015	Ayr	N/A	30 0540 – 2300	30 0540 – 2213	60 0843 – 2143	+2	+2	+2	+2

Table 3.1: Service Intervals

1					2	3			4		
Service Group HA 07: Strathclyde Diesels											
Service 561 – Glasgow – Cumbernauld – Falkirk Grahamston					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Week-day	Saturday	Sunday	Week-day	Saturday	Sunday
Glasgow Queen Street	Cumbernauld	Stepps	7.0	13561015	Glasgow Queen Street	60 0552-2253	60 0552-2253	60 0822-2223	+2	+2	+2
Glasgow Queen Street	Falkirk Grahamston	Stepps	7.1	13561015 <sup>1</sup>	Glasgow Queen Street	60 0622-2252	60 0622-2252	N/A	+2	+2	N/A
Falkirk Grahamston	Glasgow Queen Street	Stepps	7.2	23578903 <sup>2</sup>	Falkirk Grahamston	60 0548-2308	60 0548-2313	N/A	+2	+2	N/A
Cumbernauld	Glasgow Queen Street	Stepps	7.3	13561015	Cumbernauld	60 0634-2354	60 0634-2354	60 0906-2354	+2	+2	+2

<sup>1</sup>Trains change TSC at Cumbernauld to 23578903

<sup>2</sup>Trains change TSC at Cumbernauld to 13561015

Table 3.1: Service Intervals

1					2	3			4			
Service Group HA07: Strathclyde Diesels												
Service 564 – Edinburgh – Shotts – Motherwell					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Weekday	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Glasgow Central	Shotts	2.0	23564903 13564825	Edinburgh Waverley	30 0551 – 1756 60 1856 – 2256	30 0551 – 1756 60 1856 – 2256	N/A	+/-4	+/-4	+/-4	N/A
Edinburgh Waverley	West Calder		2.1	23564903	Edinburgh Waverley	N/A	N/A	120 1224-2024	N/A	N/A	N/A	+/-6
Edinburgh	Motherwell		2.2	23564903	Edinburgh Waverley	1721	1721	N/A	N/A	N/A	N/A	N/A
Glasgow Central	Edinburgh Waverley	Shotts	2.3	23564903 13564825	Glasgow Central	30 0616 – 1915 120 2114 – 2306	30 0616 – 1914 120 2115 – 0006	NA	+/-4	+/-4	+/-4	+/-4
West Calder	Edinburgh Waverley		2.4	23564903	West Calder	N/A	N/A	120 1313-2114	N/A	N/A	N/A	+/-4

Table 3.1: Service Intervals

1					2	3			4		
Service Group HA07: Strathclyde Diesels											
Service 565 – Glasgow – Paisley Canal					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Week-day	Saturday	Sundays	Week-day	Saturday	Sundays
Glasgow Central	Paisley Canal		7.4	13565015	Glasgow Central	30 0612-2312	30 0612-2312	N/A	+2	+2	N/A
Paisley Canal	Glasgow Central		7.5	13565015	Paisley canal	30 0642-2255	30 0642-2255	30 0740-1110 30 2110-2340	+2	+2	N/A

Table 3.1: Service Intervals

1					2	3			4		
Service Group HA07: Strathclyde Diesels											
Service 566 – Glasgow – Whifflet					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Week-day	Saturday	Sunday	Weekday	Saturday	Sunday
Glasgow Central	Whifflet	Langloan	7.6	13566515	Glasgow Central	30 0613-2315	30 0614-2315	N/A	+2	+2	N/A
Whifflet	Glasgow Central	Langloan	7.7	13566515	Whifflet	30 0612-2302	30 0612-2302	N/A	+2	+2	N/A

Table 3.1: Service Intervals

1					2	3			4		
Service Group HA07: Strathclyde Diesels											
Service 567 – Glasgow – East Kilbride					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Week-day	Saturday	Sunday	Week-day	Saturday	Sunday
Glasgow Central	East Kilbride		7.8	13567015	Glasgow Central	30 0612-2312 <sup>1</sup>	30 0612-2312	30 0842-2312	+2	+2	+2

<sup>1</sup>2342 on Fridays



Table 3.1: Service Intervals

1					2	3				4			
Service Group HA07: Strathclyde Diesels													
Service 568 – Glasgow – Barrhead – Kilmarnock					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
From	To	Via	Description	TSC		Peak	Off-peak	Saturday	Sunday	Peak	Off-peak	Saturday	Sunday
Glasgow Central	Barrhead		7.12	13568015	Glasgow Central	30 <sup>1</sup>	60	30 <sup>1</sup>	N/A	+/-5	+/-5	+/-5	N/A
Glasgow Central	Kilmarnock		7.13	13568015 <sup>2</sup>	Glasgow Central	30 <sup>3</sup>	30 <sup>3</sup>	30 <sup>3</sup>	60	+/-5	+/-5	+/-5	+2
Barrhead	Glasgow Central		7.14	13568015	Barrhead	30 <sup>1</sup>	60	30 <sup>1</sup>	N/A	+7	+7	+7	N/A
Kilmarnock	Glasgow Central		7.15	13568015 <sup>2</sup>	Kilmarnock	30 <sup>4</sup>	30 <sup>4</sup>	30 <sup>4</sup>	60	+7	+7	+7	+2

<sup>1</sup>Peak services apply 0800 to 1900 Mondays to Saturdays.

<sup>2</sup>Includes trains in TSC Nos. 23579003 and 23580903.

<sup>3</sup>Interval applies after 0900hrs.

<sup>4</sup>Interval applies until 1600hrs and again from 1800hrs.

Table 3.1: Service Intervals

1					2	3			4		
Service Group HA07: Strathclyde Diesels											
Service 572 – Motherwell – Cumbernauld					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Week-day	Saturday	Sunday	Week-day	Saturday	Sunday
Motherwell	Cumbernauld	Coatbridge	7.16	13572015	Motherwell	60 0734- 2137	60 0734- 2137	N/A	+2	+2	N/A
Cumbernauld	Motherwell	Coatbridge	7.17	13572015	Cumbernauld	60 0708- 2210	60 0708- 2210	N/A	+2	+2	N/A

Table 3.1: Service Intervals<sup>4TH</sup>

1					2	3			4		
Service Group HA07: Strathclyde Diesels											
Service 574 – Glasgow – Anniesland/Garelochhead					Station where Interval applies	Interval (Minutes)			Maximum Flex (+/- minutes)		
From	To	Via	Description	TSC		Week-day	Saturday	Xmas Sundays	Week-day	Saturday	Xmas Sundays
Glasgow Queen Street	Anniesland	Maryhill	7.18	13574515	Glasgow Queen Street	30 0626-2327 <sup>1</sup>	30 0626-2327	60	+2	+2	+2
Anniesland	Glasgow Queen Street	Maryhill	7.19	13574515	Anniesland	30 0623-2325	30 0623-2325	60	+2	+2	+2

<sup>1</sup>2356 on Fridays

Table 3.1: Service Intervals

1					2	3				4			
Service Group HA07: Strathclyde PTE Diesel													
Service 575 – Glasgow – Croy – Dunblane					Station where Interval applies	Interval (Minutes)				Maximum Flex (+/- minutes)			
Between	And	Via	Description	TSC		Week-day	Satur-day	Sun-days	Xmas Sun-days	Week-day	Satur-day	Sun-days	Xmas Sun-days
Glasgow Queen Street	Alloa	Croy	7.31	13575825 <sup>1</sup>	Glasgow Queen Street	60 (0613-2318)	60 (0613-2318)	60 <sup>29th</sup> (1015 - 2215)	N/A	+/-6	+/-6	+2 <sup>29th</sup>	N/A
Glasgow Queen Street	Dunblane	Croy	7.29	13575825 <sup>1</sup>	Glasgow Queen Street	60 (0648-2148)	60 (0648-2148)	N/A	N/A	+2	+2	N/A	N/A
Glasgow Queen Street	Croy		7.26	13575825	Glasgow Queen Street	N/A	N/A	N/A	30 (0815-1748)	N/A	N/A	N/A	+2
Dunblane	Glasgow Queen Street	Croy	7.24	23575903 <sup>2</sup>	Dunblane	60 (0815-2214)	60 (0645-2214)	N/A	N/A	+2	+2	N/A	N/A
Alloa	Glasgow Queen Street	Croy	7.23	23575903 <sup>2</sup>	Stirling	60 (0611-2241)	60 (0611-2241)	60 <sup>29th</sup> (0913 - 2113)	N/A	+/-6	+/-6	+2 <sup>29th</sup>	N/A
Croy	Glasgow Queen Street		7.20	13575825	Croy	N/A	N/A	N/A	30 (0850-1915)	N/A	N/A	N/A	+2

<sup>1</sup>Trains change TSC at Croy to 23575903.

<sup>2</sup>Trains change TSC at Croy to 13575825.

*Table 3.1a: Morning Peak Service Intervals and frequency*

**Not Used**

*Table 3.1b: Evening Peak Service Intervals and Frequency*

**Not Used**

- 3.1 Not Used
- 3.2 In respect of each Service specified in column 1 of Table 3.1, and subject to paragraphs 3.3 and 3.4, the Train Operator has Firm Rights to:
- (a) the interval between Passenger Train Slots shown in column 3 of Table 3.1 from the station shown in column 2 of that Table, being a station of origin or an intermediate station;
  - (b) Not Used
  - © Not Used
- 3.3 The Firm Rights specified in paragraph 3.2 (a) may only be Exercised if the Access Proposal or Rolled Over Access Proposal for each such Service complies with the Regular Calling Pattern and the Standard Specified Equipment specified for each such service.
- 3.4 Network Rail shall be entitled to vary any one or more departures from the station named in column 2 of Table 3.1 by up to the number of minutes specified in column 4 of Table 3.1 with the effect that the interval between any two or more of such Passenger Train Slots may be less than or more than that specified in column 3 of Table 3.1, provided that the combined effect of such flexing shall not adversely affect the average interval between such Passenger Train Slots.

*Table 3.2: Clockface Departures*

**Not Used**



- 3.5 Not Used
- 3.6 Not Used
- 3.7 Not Used

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA01: Express					Earliest and latest Passenger Train Slots					
Service 540 – Glasgow – Aberdeen					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Queen Street	Aberdeen	Perth, Dundee	1.0	23540003	0559	2142	0559	2142	0942	2140
Perth	Aberdeen	Dundee	1.1	23540003	0634	2238	0634	N/A	N/A	N/A
Montrose	Dyce		1.5	23540003	0634	N/A	N/A	N/A	N/A	N/A
Aberdeen	Glasgow Queen Street	Dundee, Perth	1.2	23540003	0532	2042	0532	2042	0933	1935
Aberdeen	Perth	Dundee	1.3	23540003	N/A	<sup>1</sup> 2230	N/A	N/A	N/A	2230
Dundee	Glasgow Queen Street	Perth	1.4	23540003	0852	N/A	0852	N/A	0847	N/A

<sup>1</sup>2330 on Fridays.

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA01: Express					Earliest and latest Passenger Train Slots					
Service 541 – Edinburgh – Aberdeen					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Edinburgh Waverley	Aberdeen	Kirkcaldy, Leuchars	1.7	23541003	0535	2135	0535	2135	1100	2100
Edinburgh Waverley	Dundee	Kirkcaldy, Leuchars	1.8	23541003	0634	2304	0634	2304	0918	2225
Aberdeen	Edinburgh Waverley	Leuchars, Kirkcaldy	1.10	23541003	0603	2100	0603	2100	1515	2010
Dundee	Edinburgh Waverley	Leuchars, Kirkcaldy	1.11	23541003	0609	2037	0609	2037	0728	1922
Carnoustie	Edinburgh	Leuchars, Kirkcaldy	1.12	23541003	N/A	1708	N/A	1708	N/A	N/A

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA01: Express					Earliest and latest Passenger Train Slots					
Service 548 – Edinburgh – Glasgow					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Edinburgh Waverley	Glasgow Queen Street	Falkirk	1.20	23548003	0557	2330	0557	2330	0802	2330
Glasgow Queen Street	Edinburgh Waverley	Falkirk	1.21	23548003	0602	2330	0602	2330	0755	2330

Table 3.3: Earliest and latest Passenger Train Slots <sup>5TH</sup>

1					2					
Service Group HA01: Express					Earliest and latest Passenger Train Slots					
Service 549 – Glasgow – Perth – Inverness					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Glasgow Queen Street	Inverness	Stirling, Aviemore	1.22	23549003	0711	1607	0711	1607	1445	1810
Glasgow Queen Street	Perth		1.23	23549003	N/A	2343	N/A	2343	N/A	2330
Inverness	Glasgow Queen Street	Aviemore, Stirling	1.25	23549003	0924	2013	0924	2013	1235	1610

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA01: Express					Earliest and latest Passenger Train Slots					
Service 549 – Edinburgh – Perth – Inverness					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Edinburgh Waverley	Inverness	Kirkcaldy, Aviemore	1.27	23549003	0838	1931	0838	1931	0930	1345
Edinburgh Waverley	Perth	Kirkcaldy	1.28	23549003	0740	2234	0740	2234	0930	2234
Inverness	Edinburgh Waverley	Aviemore, Kirkcaldy	1.29	23549003	0650	1822	0650	1822	1330	1830
Perth	Edinburgh Waverley	Kirkcaldy	1.30	23549003	0619	2233	0540	2233	0932	N/A

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA02: East Coast Locals					Earliest and latest Passenger Train Slots					
Service 576 – Edinburgh – Dunblane – Perth					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Edinburgh Waverley	Dunblane	Falkirk Grahamston	2.5	23576003	0518	2328	0522	2333	0937	2233
Dunblane	Edinburgh Waverley	Falkirk Grahamston	2.7	23576003	0628	2300	0631	2300	1101	2157
Stirling	Edinburgh Waverley	Falkirk Grahamston	2.9	23576003	0534	2308	0534	2308	0909	N/A

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA02: East Coast Locals					Earliest and latest Passenger Train Slots					
Service 584 – North Berwick – Edinburgh – Glasgow					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
North Berwick	Edinburgh Waverley		2.10	23584003	0609	2215	0609	2220	1130	2220
Edinburgh Waverley	North Berwick		2.14	23584003	0715	2302	0747	2307	1038	2128



*Table 3.3: Earliest and latest Passenger Train Slots*

1					2					
Service Group HA02: East Coast Locals					Earliest and latest Passenger Train Slots					
Service 586 – Edinburgh – Newcraighall					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Edinburgh Waverley	Newcraighall	Brunstane	2.19	23586003	0619	2301	0620	2301	N/A	N/A
Newcraighall	Edinburgh Waverley	Brunstane	2.21	23586003	0609	2332	0609	2332	N/A	N/A

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA02: East Coast Locals					Earliest and latest Passenger Train Slots					
Service 5870 – Fife Outer Circle ( Clockwise )					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Edinburgh Waverley	Edinburgh Waverley	Dunfermline, Burntisland	2.23	23587003	0623	1825	0623	1825	0957	2155
Edinburgh Waverley	Glenrothes	Dunfermline	2.25	23587003	0911	2315	0911	2315	N/A	N/A
Edinburgh Waverley	Perth	Dunfermline	2.26	23587003	N/A	N/A	N/A	N/A	N/A	N/A
Kirkcaldy	Edinburgh Waverley	Burntisland	2.27	23587003	0632	N/A	N/A	N/A	N/A	N/A
Markinch	Edinburgh Waverley	Burntisland	2.35	23587003	0630	N/A	0630	N/A	N/A	N/A

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA02: East Coast Locals					Earliest and latest Passenger Train Slots					
Service 5871 – Fife Inner Circle ( Anti-Clockwise )					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passen- ger Train Slot	latest Passenger Train Slot
Edinburgh Waverley	Edinburgh Waverley	Burntisland, Dunfermline	2.29	23587103	0637	1813	0644	1813	1017	2015
Edinburgh Waverley	Kirkcaldy	Burntisland	2.31	23587103	0813	1903	0813	1903	N/A	N/A
Cowdenbeath	Edinburgh Waverley	Dunfermline	2.32	23587103	1026	1619	1026	1619	N/A	N/A
Dunfermline Queen Margaret	Edinburgh Waverley	Dunfermline	2.33	23587103	N/A	N/A	N/A	N/A	N/A	N/A
Markinch	Edinburgh Waverley	Dunfermline	2.35	23587103	0600	N/A	N/A	N/A	N/A	N/A
Glenrothes with Thornton	Edinburgh Waverley	Dunfermline	2.34	23587103	0733	2056	1025	2056	N/A	N/A
Perth	Edinburgh Waverley	Dunfermline	2.36	23587103	0616	N/A	N/A	N/A	N/A	N/A

*Table 3.3: Earliest and latest Passenger Train Slots*

1					2					
Service Group HA03: South West Rural Services					Earliest and latest Passenger Train Slots					
Service 579 – South West Services					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Central	Stranraer	Kilwinning	3.0	2357903	0630	1142	0630	1142	N/A	N/A
Glasgow Central	Stranraer	Kilmarnock	3.13	2357903	0630	0807	0630	0807	N/A	N/A
Kilmarnock	Stranraer		3.1	23579003	1704	2310	1704	2310	N/A	N/A
Stranraer	Glasgow Central	Kilwinning	3.3	23579003	1007	2112	1007	2112	1040	1940
Stranraer	Glasgow Central	Kilmarnock	3.4	23579003	0709	1945	0709	1945	N/A	N/A
Stranraer	Ayr		3.5	23579003	N/A	2312	N/A	N/A	N/A	N/A
Glasgow Central	Carlisle	Kilmarnock	3.6	23579003	0837	2212	0837	2212	1512	2212
Glasgow Central	Newcastle	Kilmarnock	3.14	23579003	0709	1612	0708	1612	N/A	N/A
Glasgow Central	Dumfries	Kilmarnock	3.15	23579003	N/A	2312	N/A	N/A	N/A	N/A
Dumfries	Newcastle		3.7	23579003 <sup>1</sup>	0617	N/A	0617	N/A	N/A	N/A
Dumfries	Carlisle		3.8	23579003	0456	1707	0456	2113	1300	1901
Dumfries	Glasgow Central	Kilmarnock	3.16	23579003	0541	N/A	0541	N/A	N/A	N/A
Carlisle	Dumfries		3.9	23579003	0527	2306	0527	2306	1512	2122
Newcastle	Glasgow Central	Kilmarnock	3.11	23579003 <sup>1</sup>	0649	1712	0634	1713	N/A	N/A

Carlisle	Glasgow Central	Kilmarnock	3.12	23579003	0608	2112	0608	2112	1312	1912
----------	--------------------	------------	------	----------	------	------	------	------	------	------

<sup>1</sup>Trains change TSC to 21793000 at Carlisle.

<sup>2</sup>Trains change TSC to 23579003 at Carlisle.

Table 3.3: Earliest and latest Passenger Train Slots<sup>5th</sup>

1					2					
Service Group HA04: Highland Rural					Earliest and latest Passenger Train Slots					
Service 543 – Inverness – Wick/Kyle Of Lochalsh					Weekdays & Saturdays		Winter Sundays		Summer Sundays <sup>1</sup>	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Inverness	Wick	Thurso	4.0	23542003	0711	1351	N/A	1800	N/A	1800
Inverness	Tain		4.1	23542003	N/A	2315	1005	2050	1005	2050
Inverness	Kyle of Lochalsh		4.2	23543003	0857	1747	1116	1755	1116	1755
Wick	Inverness	Thurso	4.6	23542003	0627	1555	1202	N/A	1202	N/A
Tain	Inverness		4.7	23542003	N/A	2157	1115	2200	1115	2200
Kyle of Lochalsh	Inverness		4.8	23543003	0626	1710	1126	N/A	1139	N/A
Lairg	Inverness		4.5	235432003	0639	N/A	N/A	N/A	N/A	N/A

<sup>1</sup>Applies between the last Sunday in June and the last Sunday in September.

Table 3.3: Earliest and latest Passenger Train Slots <sup>7th</sup>

1					2			
Service Group HA04: Highland Rural					Earliest and latest Passenger Train Slots			
Service 545 –Glasgow – Oban/Fort William/ Mallaig					Weekdays & Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Queen Street	Mallaig		4.16	23545003	0826	1816	1845 (1215) <sup>1</sup>	1745 (1815) <sup>1</sup>
Glasgow Queen Street	Oban		4.17	23545003	1017 (1020) <sup>1</sup>	2009	2040 (1159) <sup>1</sup>	1940 (2009) <sup>1</sup>
Fort William	Mallaig		4.19	23545003	0851 (0836) <sup>1</sup>	N/A	2240 (1217) <sup>1</sup>	
Mallaig	Fort William		4.18	23545003	N/A	1810	1640 (1023) <sup>1</sup>	1540 (1810) <sup>1</sup>
Oban	Glasgow Queen Street		4.21	23545003	0816	1810	1840 (1216) <sup>1</sup>	1740 (1806) <sup>1</sup>
Mallaig	Glasgow Queen Street		4.20	23545003	0939	1931	2000 (1341) <sup>1</sup>	1900 (1931) <sup>1</sup>
Arrochar & Tarbert	Glasgow Queen Street		4.22	23545003	0714	N/A	N/A	N/A

<sup>1</sup>during the period of time between the last weekend in March and the last weekend in October in any calendar year the earliest and latest applicable Passenger Train Slots shall be as stated in brackets.



Table 3.3: Earliest and latest Passenger Train Slots <sup>21st</sup>

					2					
Service Group HA04: Highland Rural					Earliest and latest Passenger Train Slots					
Service 547 – Aberdeen – Inverness					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot	earliest Passenger Train Slot	latest Passenger Train Slot
Aberdeen	Inverness	Keith	4.23	23547003	0625	2002	0625	2002	1000	2100
Elgin	Inverness		4.26	23547003	0705	N/A	0705	N/A	N/A	N/A
Inverness	Aberdeen	Keith	4.27	23547003	0603	2115	0603	2115	0955	2052
Dyce	Aberdeen		4.28	23540003	0913	N/A	0913	N/A	N/A	N/A
Dyce	Aberdeen		4.28	23547003	N/A	N/A	N/A	1700	N/A	N/A
Inverurie	Aberdeen		4.29	23547003	0827	2119	0827	2119	N/A	N/A
Aberdeen	Inverurie		4.25	23547003	1245	2245	1245	2245	N/A	N/A

Table 3.3: Earliest and latest Passenger Train Slots <sup>21st</sup>

1					2							
Service Group HA06: Strathclyde Electric					Earliest and latest Passenger Train Slots							
Service 560 – Glasgow North Electrics					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Edinburgh Waverley	Helensburgh Central	Yoker EWD, Singer Sun	6.1	13560015	0626	2214	0626	2214	0842	2133		
Edinburgh Waverley	Milngavie		6.2	13560015	0613	1728	0843	1731	N/A	N/A		
Airdrie	Balloch	Singer	6.3	13560015	0543	1822	0540	1822	N/A	N/A		
Airdrie	Helensburgh Central	Singer	6.4	13560015	N/A	N/A	N/A	N/A	0803	2253		
Airdrie	Dalmuir	Singer	6.5	13560015	N/A	N/A	N/A	N/A	0919	1739		
Springburn	Balloch	Singer	6.6	13560015	N/A	N/A	0644	2304	N/A	N/A		
Springburn	Dalmuir	Yoker	6.7	13560015	0654	1744	0924	1744	N/A	N/A		
Helensburgh Central	Edinburgh Waverley	Yoker EWD, Singer Sun	6.13	13560015	0615	2135	0615	2135	0800	2050		
Milngavie	Edinburgh Waverley		6.14	13560015	0701	1752	0902	1752	N/A	N/A		
Balloch	Airdrie or Springburn	Singer	6.19	13560015	0628	2248	0628	2218	N/A	N/A		
Helensburgh Central	Airdrie	Singer	6.20	13560015	0730	2305	N/A	N/A	0830	2220		

1					2							
Service Group HA06: Strathclyde Electric					Earliest and latest Passenger Train Slots							
Service 560 – Glasgow North Electrics					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Dalmuir	Springburn	Yoker EWD, Singer Sun	6.23	13560015	0742	1802	0553	1802	0910	1730		

Table 3.3 Earliest and latest Passenger Train Slots

1					2							
Service Group HA06: Strathclyde Electric					Earliest and latest Passenger Train Slots							
Service 562 – Glasgow Suburban Electrics South					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Central	Glasgow Central	Maxwell Park, Queens Park	Inner Circle 6.37	13562015	0615	2315	0615	2315	N/A	N/A	N/A	N/A
Glasgow Central	Glasgow Central	Queens Park Maxwell Park	Outer Circle 6.38	13562015	0650	2250	0850	2250	N/A	N/A	N/A	N/A
Glasgow Central	Neilston	Queens Park	6.39	13562015	0607	2307 <sup>2</sup>	0605	2307	0823	2253	0822	2320
Glasgow Central	Newton	Maxwell Park	6.40	13562015	0636	2245 <sup>1</sup>	0645	2245	0834	2234	0837	2235
Glasgow Central	Newton	Queens Park	6.41	13562015	0620	2320	0620	2320	0908	2308	0912	2310
Neilston	Glasgow Central	Queens Park	6.42	13562015	0630	2330	0630	2330	0848	2319	0859	2327
Newton	Glasgow Central	Maxwell Park	6.43	13562015	0620	2320	0620	2320	0909	2309	0913	2311
Newton	Glasgow Central	Queens Park	6.44	13562015	0650	2250	0650	2250	0939	2239	0943	2241

1 2345 Friday Only

2 0005 Saturday Only

Table 3.3: Earliest and latest Passenger Train Slots<sup>14th Sch 5 Annex B</sup>

1					2							
Service Group HA06: Strathclyde Electric					Earliest and latest Passenger Train Slots							
Service 563 – Argyle Line (Westbound)					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passen- ger Train Slot
Motherwell	Dalmuir	Bellshill, Yoker	6.59	13563015	0619	1613	0619	1713	N/A	N/A	N/A	N/A
Motherwell	Dalmuir	Blantyre, Singer	6.60	13563015	N/A	N/A	N/A	N/A	N/A	N/A	0823	2250
Lanark	Dalmuir	Wishaw, Shieldmuir, Yoker	6.49	13563015	0623	1720	0626	1720	N/A	N/A	N/A	N/A
Coatbridge Central	Milngavie	Blantyre	6.46	13563015	0640	1834	0643	N/A	N/A	N/A	N/A	N/A
Carstairs	Garscadde n	Wishaw, Shieldmuir, WCML	6.109	13563015	0806	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Lanark	Dalmuir	Wishaw, Holytown, Blantyre, Singer	6.48	13563015	N/A	N/A	N/A	N/A	N/A	N/A	0755	2152
Lanark	Garscadde n	Wishaw, Shieldmuir, Bellshill	6.51	13563015	0648	2218	N/A	2218	1015	2212	0825	2222
Lanark	Milngavie	Wishaw, Holytown, Blantyre	6.52	13563015	0956	2153	0756	2153	N/A	N/A	N/A	N/A

1					2							
Service Group HA06: Strathclyde Electric					Earliest and latest Passenger Train Slots							
Service 563 – Argyle Line (Westbound)					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passen- ger Train Slot
Lanark	Milngavie	Wishaw, Shieldmuir, Bellshill		13563015	N/A	N/A	N/A	N/A	1017	2207	N/A	N/A
Larkhall	Dalmuir	Blantyre, Singer	6.54	13563015	0610	2237	0610	2237	N/A	N/A	N/A	N/A
Larkhall	Garscadde n	Blantyre	6.56	1356305	N/A	2307 <sup>1</sup>	N/A	2307	N/A	N/A	N/A	N/A
Motherwell	Garscadde n	Blantyre	6.61	13563015	N/A	N/A	N/A	N/A	N/A	2310	N/A	N/A
Motherwell	Milngavie	Blantyre	6.62	13563015	0623	2250 <sup>2</sup>	0623	2250	N/A	N/A	N/A	N/A
Lanark	Balloch	Wishaw, Holytown, Blantyre, Singer	6.47	13563015	N/A	N/A	N/A	N/A	N/A	N/A	0755	2152

<sup>1</sup>2337on Fridays <sup>2</sup>2320 on Fridays

Table 3.3: First And Last Services

1					2							
Service Group HA06: Strathclyde Electric					First and last Services							
Service 563 – Argyle Line (Eastbound)					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots
Motherwell	Lanark	Shieldmuir, Wishaw	6.90	13563015	0555	0629	0555	0706	N/A	N/A	0919	2316
Motherwell	Lanark	Holytown, Wishaw	6.87	13563015	0645	2142	0742	2142	N/A	N/A	N/A	N/A
Motherwell	Coatbridge Central		6.88	13563015	0615	N/A	0615	N/A	N/A	N/A	N/A	N/A
Garscadden	Coatbridge Central	Blantyre	6.76	13563015	0623	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Garscadden	Lanark	Bellshill, Shieldmuir, Wishaw	6.78	13563015	0604	N/A	0604	N/A	N/A	N/A	N/A	N/A
Garscadden	Motherwell	Blantyre	6.77	13563015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Motherwell	Carstairs	Shieldmuir, Wishaw	6.86	13563015	0659	1800	N/A	N/A	N/A	N/A	N/A	N/A
Dalmuir	Motherwell	Singer, Blantyre	6.73	13563015	N/A	N/A	N/A	N/A	N/A	N/A	0817	2244
Dalmuir	Motherwell	Yoker, Bellshill	6.75	13563015	0626	1750	0626	1750	0804	N/A	N/A	N/A
Dalmuir	Carstairs	Bellshill, Shieldmuir, Wishaw	6.68	13563015	N/A	1701	N/A	N/A	N/A	N/A	N/A	N/A

1					2							
Service Group HA06: Strathclyde Electric					First and last Services							
Service 563 – Argyle Line (Eastbound)					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots
Dalmuir	Lanark	Yoker, Bellshill, Holytown, Wishaw	6.71	13563015	0658	1820	0726	1820	N/A	N/A	0847	2044
Dalmuir	Larkhall	Singer	6.73	13563015	0604	2301 <sup>1</sup>	0604	2301	N/A	N/A	N/A	N/A
Milngavie	Coatbridge Central	Blantyre	6.80	13563015	1547	2142	N/A	2142	N/A	N/A	N/A	N/A
Milngavie	Lanark	Blantyre, Holytown, Wishaw	6.82	13563015	0847	2042	0645	2042	N/A	N/A	N/A	N/A
Milngavie	Lanark	Bellshill, Shieldmuir, Wishaw	6.81	13563015	N/A	N/A	N/A	N/A	0944	2141	0825	2222
Milngavie	Motherwell	Blantyre	6.84	13563015	0642	2237 <sup>2</sup>	0645	2242	N/A	N/A	N/A	N/A
Milngavie	Motherwell	Bellshill	6.83	13563015	N/A	N/A	N/A	N/A	0914	2241	0825	2252
Partick	Lanark	Bellshill, Shieldmuir, Wishaw	6.91	13563015	1945	2240 <sup>3</sup>	1945	2240	N/A	N/A	N/A	N/A



1					2							
Service Group HA06: Strathclyde Electric					First and last Services							
Service 563 – Argyle Line (Eastbound)					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots
Partick	Motherwell	Bellshill	6.92	13563015	1915	2310	1915	2310	N/A	N/A	N/A	N/A
Balloch	Motherwell	Yoker, Blantyre	6.67	13563015	N/A	N/A	N/A	N/A	0812	2209	N/A	N/A
Hyndland	Lanark	Bellshill, Shieldmuir, Wishaw	6.78	13563015	N/A	N/A	N/A	N/A	0858	2155	N/A	2236
Hyndland	Motherwell	Bellshill	6.79	13563015	N/A	N/A	N/A	N/A	N/A	N/A	0809	2306
Balloch	Lanark	Singer, Blantyre, Holytown, Wishaw	6.66	13563015	N/A	N/A	N/A	N/A	N/A	N/A	0825	2022
Balloch	Motherwell	Singer, Blantyre	6.67	13563015	N/A	N/A	N/A	N/A	N/A	N/A	0825	2222

<sup>1</sup>2331 on Fridays   <sup>2</sup>2342 on Fridays   <sup>3</sup>2340 on Fridays

Table 3.3: Earliest and latest Passenger Train Slots

1					2						
Service Group HA06: Strathclyde Electric					Earliest and latest Passenger Train Slots						
Service 569 – Glasgow – Gourock/Wemyss Bay					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December <sup>2</sup>
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than
Glasgow Central	Gourock	Paisley	6.93	13569815	0555	2345 <sup>1</sup>	0557	2350	0722	2320	0807
Glasgow Central	Wemyss Bay	Paisley	6.94	13569815	0605	2231	0607	2235	0752	1950	0752
Gourock	Glasgow Central	Wemyss Bay	6.95	13569815	0520	2315	0520	2320	0822	2220	0826
Wemyss Bay	Glasgow Central	Paisley	6.96	13569815	0713	2239	0712	2340	0852	2050	0852

<sup>1</sup>2350 on Thursdays and Fridays.

2. The last departure on 26<sup>th</sup> December shall be appropriate to the day of the week shown previously.

Table 3.3: Earliest and latest Passenger Train Slots

1					2											
Service Group HA06: Strathclyde Electric					Earliest and latest Passenger Train Slots											
Service 571 – Glasgow – Ardrossan – Largs					Weekdays		Saturdays		Sundays		Summer Sundays <sup>1</sup>		Xmas Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Central	Ardrossan South Beach		6.97	13571015	0820	2340	0617	2315	0942	2240	0842 <sup>2</sup>	2240	0942	2240	0835	2315
Glasgow Central	Ardrossan Town		6.98	13571015	0645	2210	0647	2215	N/A	N/A	N/A	N/A	N/A	N/A	0835	2215
Glasgow Central	Ardrossan Harbour		6.99	13571015	0834	1910	0835	1915	1117	1655	0842 <sup>2</sup>	1655	1117	1655	0835	1915
Glasgow Central	Largs		6.100	13571015	0615	2310 <sup>3</sup>	0617	2315	0942	2240	0942	2240	0942	2240	0847	2315
Largs	Glasgow Central		6.101	13571015	0641	2248	0643	2253	1000	2258	0855	2258	0900	2258	0742	2253
Ardrossan Harbour	Glasgow Central		6.102	13571015	0932	2028	0932	2028	1237	2031	1237	2031	1237	2031	0932	2028
Ardrossan Town	Glasgow Central		6.103	13571015	0633	2231	0633	2231	N/A	N/A	N/A	N/A	N/A	N/A	0833	2231
Ardrossan South Beach	Glasgow Central		6.104	13571015	0636	2309	0636	2309	1016	2314	0911	2314	0916	2314	0800	2309

<sup>1</sup>Summer Sundays mean the period of time between the third weekend in May and the last weekend in September.

<sup>2</sup>Summer Sundays for the Ardrossan Harbour service means the period of operation of the additional Brodick sailing but shall not start before 15<sup>th</sup> March or end after 31<sup>st</sup> October in any calendar year.

<sup>3</sup>2345 on Fridays

Table 3.3: Earliest and latest Passenger Train Slots

1					2						
Service Group HA06: Strathclyde Electric					Earliest and latest Passenger Train Slots						
Service 573 – Glasgow – Ayr					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December <sup>2</sup>
From	To	Via	Description	TSC	earliest PTS no later than	latest Passeng er Train Slot	earliest PTS no later than	latest Passeng er Train Slot	earliest PTS no later than	latest Passeng er Train Slot	earliest PTS no later than
Glasgow Central	Ayr	Paisley	6.105	13573015	0600	0015	0602	2330	0902	2300	0802
Ayr	Glasgow Central	Paisley	6.106	13573015	0512	2300	0512	2300	0945 <sup>1</sup>	2300	0745

<sup>1</sup>On Summer Sundays first departure no later than 0845.

2. The last departure on 26<sup>th</sup> December shall be appropriate to the day of the week shown previously.

Table 3.3: Earliest and latest Passenger Train Slots <sup>7th</sup>

1					2					
Service Group HA07: Strathclyde Diesels					Earliest and latest Passenger Train Slots					
Service 561 – Glasgow – Cumbernauld – Falkirk Grahamston					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Queen Street	Cumbernauld	Stepps	7.0	13561015	0557	2348	0557	2348	0818	2225
Glasgow Queen Street	Falkirk Grahamston	Stepps	7.1	13561015 <sup>1</sup>	0627	2247	0627	2247	N/A	N/A
Falkirk Grahamston	Glasgow Queen Street	Stepps	7.2	23578903 <sup>2</sup>	0543	2308	0547	2308	N/A	N/A
Cumbernauld	Glasgow Queen Street	Stepps	7.3	13561015	0634	2254	0634	2254	0904	2304

<sup>1</sup>Trains change TSC at Cumbernauld to 23578903.

<sup>2</sup>Trains change TSC at Cumbernauld to 13561015.

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA07: Strathclyde Diesels					Earliest and latest Passenger Train Slots					
Service 564 – Edinburgh – Shotts – Motherwell					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Edinburgh Waverley	Glasgow Central	Shotts	2.0	23564903 13564825	0551	2256	0551	2256	N/A	N/A
Edinburgh Waverley	West Calder		2.1	23564903	N/A	N/A	N/A	N/A	1224	2023
Edinburgh	Motherwell		2.2	23564903	1721	1721	1721	1721	N/A	N/A
Glasgow Central	Edinburgh Waverley	Shotts	2.3	23564903 13564825	0616	2306	0616	0006	N/A	N/A
West Calder	Edinburgh Waverley		2.4	23564903	N/A	N/A	N/A	N/A	1313	2114

Table 3.3: Earliest and latest Passenger Train Slots

1					2									
Service Group HA07: Strathclyde Diesels <sup>21st</sup>					Earliest and latest Passenger Train Slots									
Service 565 – Glasgow – Paisley Canal					Weekdays		Saturdays		Sundays		Xmas Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Central	Paisley Canal		7.4	13565015	0610	2302	0610	2308	0723	2312	0840	1838	0810	2308
Paisley Canal	Glasgow Central		7.5	13565015	0633	2255	0633	2301	0745	2335	0903	1901	0833	2231

Table 3.3: Earliest and latest Passenger Train Slots

1					2							
Service Group HA07: Strathclyde Diesels					Earliest and latest Passenger Train Slots							
Service 566 – Glasgow – Whifflet					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot
Glasgow Central	Whifflet	Langloan	7.6	13566515	0615	2310	0615	2313	N/A	N/A	0815	2313
Whifflet	Glasgow Central	Langloan	7.7	13566515	0609	2302	0609	2307	N/A	N/A	0840	2307



Table 3.3: Earliest and latest Passenger Train Slots

1					2							
Service Group HA07: Strathclyde Diesels					Earliest and latest Passenger Train Slots							
Service 567 – Glasgow – East Kilbride					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot
Glasgow Central	East Kilbride		7.8	13567015	0619	2312 <sup>1</sup>	0614	2312	0844	2312	0814	2312
East Kilbride	Glasgow Central		7.10	13567015	0618	2348	0707	2348	0850	2348	0850	2348

<sup>1</sup>2342 on Fridays

Table 3.3: Earliest and latest Passenger Train Slots

1					2							
Service Group HA07: Strathclyde Diesels					Earliest and latest Passenger Train Slots							
Service 568 – Glasgow – Barrhead – Kilmarnock					Weekdays		Saturdays		Sundays		26 <sup>th</sup> December	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenge r Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Central	Barrhead		7.12	13568015	0654	1857	0654	1857	N/A	N/A	0807	2303
Glasgow Central	Kilmarnock		7.13	13568015	0737	2233 <sup>1</sup>	0737	2312	0812	1912	0803	2303
Barrhead	Glasgow Central		7.14	13568015	0725	1928	0728	1928	N/A	N/A	0838	2314
Kilmarnock	Glasgow Central		7.15	13568015	0527	2227	0527	2227	0857	1957	0857	2250

<sup>1</sup>0012 on Fridays

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA07: Strathclyde Diesels					Earliest and latest Passenger Train Slots					
Service 572 – Motherwell – Cumbernauld					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Motherwell	Cumbernauld	Coatbridge	7.16	13572015	0728	2126	0728	2126	N/A	N/A
Coatbridge Central	Cumbernauld		7.40	13572015	0638	2138	0638	2138	N/A	N/A
Cumbernauld	Motherwell	Coatbridge	7.17	13572015	0701	2205	0701	2159	N/A	N/A

Table 3.3: Earliest and latest Passenger Train Slots<sup>21st</sup>

1					2					
Service Group HA07: Strathclyde Diesels					First and last Services					
Service 574 – Glasgow – Anniesland/Garelochhead					Weekdays		Saturdays		Xmas Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots	earliest PTS no later than	latest Passenger Train Slots
Glasgow Queen Street	Anniesland	Maryhill	7.18	13574515	0624	2322 <sup>1</sup>	0624	2322	0854	1752
Anniesland	Glasgow Queen Street	Maryhill	7.19	13574515	0619	2317	0619	2317	0920	1818

<sup>1</sup>2355 on Fridays

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA07: Strathclyde Diesels					Earliest and latest Passenger Train Slots					
Service 575 – Glasgow – Croy – Dunblane ( Northbound )					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Glasgow Queen Street	Stirling	Croy	7.28	13575825 <sup>1</sup>	N/A	2313	N/A	2313	N/A	N/A
Glasgow Queen Street	Dunblane	Croy	7.29	13575825 <sup>1</sup>	0650	2145	0650	2145	N/A	N/A
Glasgow Queen Street	Perth	Croy	7.30	23575903	1715	2348	1812	2348	N/A	N/A
Glasgow Queen Street	Croy		Xmas Sundays	13575825	N/A	N/A	N/A	N/A	0820	1743
Glasgow Queen Street	Alloa		7.31	13575825	0608	2213	0608	2213	1020	2213
Perth	Glasgow Queen Street	Croy	7.22	23575903 <sup>2</sup>	0517	0656	0510	N/A	N/A	N/A
Dunblane	Glasgow Queen Street	Croy	7.24	23575903 <sup>2</sup>	0820	2209	0650	2209	N/A	N/A
Stirling	Glasgow Queen Street	Croy	7.21	23575903 <sup>2</sup>	1728	N/A	N/A	N/A	N/A	N/A
Croy	Glasgow Queen Street		Xmas Sundays	13575825	N/A	N/A	N/A	N/A	0855	1908
Alloa	Glasgow Queen Street		7.23	13575825	0616	2236	0616	2236	0918	2108

<sup>1</sup>Trains change TSC at Croy to 23575903.

<sup>2</sup>Trains change TSC at Croy to 13575825.

Table 3.3: Earliest and latest Passenger Train Slots

1					2					
Service Group HA07: Strathclyde Diesels					Earliest and latest Passenger Train Slots					
Service 577 – Girvan – Kilmarnock					Weekdays		Saturdays		Sundays	
From	To	Via	Description	TSC	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot	earliest PTS no later than	latest Passenger Train Slot
Kilmarnock	Girvan		7.33	13577015	1105	1334	1105	1334	N/A	N/A
Girvan	Kilmarnock		7.35	13577015	1206	1933	1206	1933	N/A	N/A
Glasgow Central	Girvan		7.36	13577015	1512	1712	1512	1712	N/A	N/A
Girvan	Glasgow Central		7.38	13577015	0620	1440	0620	1440	N/A	N/A
Ayr	Girvan		7.39	13577015	0545	N/A	0545	N/A	N/A	N/A

- 3.8 In respect of each Service specified in column 1 of Table 3.3, the Train Operator has Firm Rights to earliest Passenger Train Slots no later and latest Passenger Train Slots no earlier than the times specified in column 2.



## 2. Calling Patterns

*Table 4.1: Calling Patterns.*

1					2	3
Service Group HA01: Express						
Service 540 – Glasgow – Aberdeen						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Queen Street	Aberdeen	Perth, Dundee	1.0, 1.2	23540003	Stirling, Perth, Dundee, Carnoustie <sup>(1)</sup> , Arbroath, Montrose, Laurencekirk <sup>(2)</sup>	Lenzie, Larbert, Dunblane, Gleneagles, Invergowrie, Broughty Ferry, Monifieth, Stonehaven, Portlethen

<sup>(1)</sup> The Train Operator has Firm Rights to call at this station only on 8 occasions in each direction on each Weekday

<sup>(2)</sup> The Train Operator has Firm Rights to call at this station only on 6 occasions northbound and on 2 occasions southbound on each Weekday

Table 4.1: Calling Patterns

1					2	3
Service Group HA01: Express						
Service 541 – Edinburgh – Aberdeen						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Aberdeen	Kirkcaldy, Leuchars	1.7,1.10	23541003	Haymarket, Kirkcaldy, Markinch, Cupar, Leuchars, Dundee, Arbroath, Stonehaven	Inverkeithing, Ladybank, Springfield, Broughty Ferry, Balmossie, Monifieth, Barry Links, Golf Sreet, Carnoustie, Montrose, Laurenckirk, Portlethen
Edinburgh Waverley	Dundee	Kirkcaldy, Leuchars	1.8	23541003	Haymarket, Dalmeny, Inverkeithing, Dalgety Bay, Aberdour, Burntisland, Kinghorn, Kirkcaldy, Markinch, Ladybank, Cupar, Leuchars	South Gyle, North Queensferry, Springfield
Edinburgh Waverley	Carnoustie	Kirkcaldy, Leuchars	1.9	23541003	Haymarket, South Gyle, Dalmeny, North Queensferry, Inverkeithing, Dalgety Bay, Aberdour, Burntisland, Kinghorn, Kirkcaldy, Markinch, Ladybank, Springfield, Cupar, Leuchars, Dundee, Broughty Ferry, Balmossie, Monifieth, Barry Links, Golf Street	
Dundee	Edinburgh Waverley	Leuchars, Kirkcaldy	1.11	23541003	Leuchars, Cupar, Ladybank, Markinch, Kirkcaldy, Inverkeithing, Haymarket	Springfield, Kinghorn, Burntisland, Aberdour, Dalgety Bay, North Queensferry, Dalmeny, South Gyle

Table 4.1 Calling Patterns

1					2	3
Service Group HA01: Express						
Service 548 – Edinburgh – Glasgow						
Between	From	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Glasgow Queen Street	Falkirk	1.20,	23548003	Haymarket, Falkirk High, Linlithgow and Polmont	Lenzie, Bishopbriggs, Croy
Edinburgh Waverley	Glasgow Queen Street	Falkirk	1.21	23548003	Haymarket, Falkirk High and Croy	Lenzie, Bishopbriggs, Polmont, Linlithgow

Table 4.1: Calling Patterns <sup>5TH</sup>

1					2	3
Service Group HA01: Express						
Service 549 – Glasgow – Perth – Inverness						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Queen Street	Inverness	Stirling, Aviemore	1.22, 1.25	23549003	Stirling, Dunblane, Gleneagles Perth, Dunkeld & Birnam, Pitlochry, Blair Atholl, Newtonmore, Kingussie Aviemore, Carrbridge,	Larbert, Dalwhinnie,

Table 4.1: Calling Patterns

1					2	3
Service Group HA01: Express						
Service 549 – Edinburgh – Perth – Inverness						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Inverness	Kirkcaldy, Aviemore	1.27	23549003	Haymarket, Inverkeithing, Kirkcaldy, Markinch <sup>(1)</sup> , Ladybank <sup>(2)</sup> , Perth, Dunkeld & Birnam <sup>(3)</sup> , Pitlochry, Blair Atholl <sup>(4)</sup> , Dalwhinnie <sup>(5)</sup> , Newtonmore <sup>(6)</sup> , Kingussie <sup>(7)</sup> , Aviemore, Carrbridge <sup>(8)</sup>	
Inverness	Edinburgh Waverley	Aviemore, Kirkcaldy	1.29	23549003	Carrbridge <sup>(9)</sup> , Aviemore, Kingussie, Newtonmore <sup>(10)</sup> , Dalwhinnie <sup>(11)</sup> , Blair Atholl <sup>(12)</sup> , Pitlochry, Dunkeld & Birnam, Perth, Markinch <sup>(13)</sup> , Kirkcaldy, Haymarket	Ladybank, Inverkeithing

- <sup>(1)</sup> The Train Operator has Firm Rights to call at this station only on 5 occasions on each Weekday
- <sup>(2)</sup> The Train Operator has Firm Rights to call at this station only on 2 occasions on each Weekday
- <sup>(3)</sup> The Train Operator has Firm Rights to call at this station only on 4 occasions on each Weekday
- <sup>(4)</sup> The Train Operator has Firm Rights to call at this station only on 3 occasions on each Weekday
- <sup>(5)</sup> The Train Operator has Firm Rights to call at this station only on 2 occasions on each Weekday
- <sup>(6)</sup> The Train Operator has Firm Rights to call at this station only on 2 occasions on each Weekday
- <sup>(7)</sup> The Train Operator has Firm Rights to call at this station only on 5 occasions on each Weekday
- <sup>(8)</sup> The Train Operator has Firm Rights to call at this station only on 1 occasion on each Weekday
- <sup>(9)</sup> The Train Operator has Firm Rights to call at this station only on 3 occasions on each Weekday
- <sup>(10)</sup> The Train Operator has Firm Rights to call at this station only on 3 occasions on each Weekday
- <sup>(11)</sup> The Train Operator has Firm Rights to call at this station only on 1 occasion on each Weekday
- <sup>(12)</sup> The Train Operator has Firm Rights to call at this station only on 3 occasions on each Weekday
- <sup>(13)</sup> The Train Operator has Firm Rights to call at this station only on 4 occasions on each Weekday

*Table 4.1: Calling Patterns*

1					2	3
Service Group HA02: East Coast Locals						
Service 576 - Edinburgh – Dunblane – Perth						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Dunblane	Falkirk Grahamston	2.5, 2.7	23576003	Haymarket, Edinburgh Park, Linlithgow, Polmont, Falkirk Grahamston, Camelon, Larbert, Stirling, Bridge of Allan	
Edinburgh Waverley	Perth	Falkirk Grahamston	2.6, 2.8	23576003	Haymarket, Edinburgh Park, Linlithgow, Polmont, Falkirk Grahamston, Camelon, Larbert, Stirling, Bridge of Allan, Dunblane, Gleneagles	
Edinburgh Waverley	Stirling		2.9	23576003	Haymarket, Edinburgh Park, Linlithgow, Polmont, Falkirk Grahamston, Larbert	

Table 4.1: Calling Patterns

1					2	3
Service Group HA02: East Coast Locals						
Service 584 - North Berwick – Edinburgh – Glasgow						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
North Berwick	Edinburgh Waverley		2.10, 2.13, 2.14	23584003	Drem, Longniddry, Prestonpans, Wallyford, Musselburgh	
North Berwick	Glasgow Central	Carstairs	2.11, 2.12, 2.15, 2.16	23584003 <sup>1</sup>	Drem, Longniddry, Prestonpans, Wallyford, Musselburgh, Edinburgh Waverley, Haymarket, Kirknewton, Carstairs, Carluke, Motherwell	Slateford, Kingsknowe, Wester Hailes, Curriehill, Wishaw
Dunbar	Edinburgh		2.46, 2.47	23584003	Drem, Musselburgh	

<sup>1</sup>Trains change TSC to 23564903 at Edinburgh Waverley and again to 13564825 at Carstairs.

<sup>2</sup>Trains change TSC to 23564903 at Carstairs and again to 23584003 at Edinburgh Waverley.

*Table 4.1: Calling Patterns*

1					2	3
Service Group HA02: East Coast Locals						
Service 586 - Edinburgh – Newcraighall						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Newcraighall	Brunstane	2.19, 2.21	23586003	Brunstane	
Haymarket	Newcraighall	Brunstane	2.20, 2.22	23585003 23586003	Brunstane, Edinburgh Waverley	

*Table 4.1: Calling Patterns*



					2	3
Service Group HA02: East Coast Locals						
Service 5870 - Fife Outer Circle ( Clockwise )						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Edinburgh Waverley	Dunfermline, Burntisland	2.23	23587003	Haymarket, South Gyle, Dalmeny, North Queensferry, Inverkeithing, Rosyth, Dunfermline Town, Dunfermline Queen Margaret, Cowdenbeath, Lochgelly, Cardenden, Glenrothes with Thornton, Kirkcaldy, Kinghorn, Burntisland, Aberdour, Dalgety Bay, Inverkeithing, North Queensferry, Dalmeny, South Gyle, Haymarket	
Edinburgh Waverley	Cowdenbeath	Dunfermline	2.24	23587003	Haymarket, South Gyle, Dalmeny, North Queensferry, Inverkeithing, Rosyth, Dunfermline Town, Dunfermline Queen Margaret	
Edinburgh Waverley	Glenrothes	Dunfermline	2.25		South Gyle, Dalmeny, North Queensferry, Inverkeithing, Rosyth, Dunfermline Town, Dunfermline Queen Margaret, Cowdenbeath, Lochgelly, Cardenden	
Edinburgh Waverley	Perth	Dunfermline	2.26	23587003	Haymarket, South Gyle, Dalmeny, North Queensferry, Inverkeithing, Rosyth, Dunfermline Town, Dunfermline Queen Margaret, Cowdenbeath, Lochgelly, Cardenden, Glenrothes with Thornton, Markinch, Ladybank	
Kirkcaldy	Edinburgh Waverley	Burntisland	2.27	23587003	Kinghorn, Burntisland, Aberdour, Dalgety Bay, Inverkeithing, North Queensferry, Dalmeny, South Gyle, Haymarket	
Glenrothes	Edinburgh Waverley	Kirkcaldy	2.28	23587003	Kirkcaldy, Kinghorn, Burntisland, Aberdour, Dalgety Bay, Inverkeithing, North Queensferry, Dalmeny, South Gyle, Haymarket	

*Table 4.1: Calling Patterns*

1					2	3
Service Group HA02: East Coast Locals						
Service 5871 - Fife Inner Circle ( Anti Clockwise )						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Edinburgh Waverley	Kirkcaldy	2.29	23587103	Haymarket, South Gyle, Dalmeny, North Queensferry, Inverkeithing, Dalgety Bay, Aberdour, Burntisland, Kinghorn, Kirkcaldy, Glenrothes with Thornton, Cardenden, Lochgelly, Cowdenbeath, Dunfermline Queen Margaret, Dunfermline Town, Rosyth, Inverkeithing, North Queensferry, Dalmeny, South Gyle, Haymarket	
Edinburgh Waverley	Inverkeithing		2.30	23587103	Haymarket, South Gyle, Dalmeny, North Queensferry	
Edinburgh Waverley	Kirkcaldy	Burntisland	2.31	23587103	Haymarket, South Gyle, Dalmeny, North Queensferry, Inverkeithing, Dalgety, Aberdour, Burntisland, Kinghorn	
Cowdenbeath	Edinburgh Waverley	Dunfermline	2.32	23587103	Dunfermline Queen Margaret, Dunfermline Town, Rosyth, Inverkeithing, North Queensferry, Dalmeny, South Gyle, Haymarket	
Dunfermline Queen Margaret	Edinburgh Waverley	Dunfermline	2.33	23587103	Dunfermline Town, Rosyth, Inverkeithing, Haymarket	
Glenrothes With Thornton	Edinburgh Waverley	Dunfermline	2.34	23587103	Cardenden, Lochgelly, Cowdenbeath, Dunfermline Queen Margaret, Dunfermline Town, Rosyth, Inverkeithing, Dalmeny, South Gyle, Haymarket	
Markinch	Edinburgh Waverley	Dunfermline	2.35	23587103	Glenrothes with Thornton, Cardenden, Lochgelly, Cowdenbeath, Dunfermline Queen Margaret, Dunfermline Town, Rosyth, Inverkeithing, North Queensferry, Dalmeny, South Gyle, Haymarket	

Edinburgh Waverley	Glenrothes	Burntisland	2.38	23587013	Haymarket, South Gyle, Dalmeny, North Queensferry, Inverkeithing, Dalgety, Aberdour, Burntisland, Kinghorn, Kirkcaldy	
Perth	Edinburgh Waverley	Dunfermline	2.36	23587103	Ladybank, Markinch, Glenrothes with Thornton, Cardenden, Lochgelly, Cowdenbeath, Dunfermline Queen Margaret, Dunfermline Town, Rosyth, Inverkeithing, North Queensferry, Dalmeny, South Gyle, Haymarket	

Table 4.1: Calling Patterns

1					2	3
Service Group HA03: South West Rural Services						
Service 579 - South West Services						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	Stranraer	Kilwinning	3.0	23579003	Paisley Gilmour Street, Kilwinning, Ayr, Maybole, Girvan, Barrhill	
Stranraer	Glasgow Central	Kilwinning	3.4	23579003	Barrhill, Girvan ,Maybole ,Ayr, Kilwinning , Paisley Gilmour Street	
Stranraer	Glasgow Central	Kilmarnock	3.5	23597003	Barrhead, Dunlop, Stewarton, Kilmaurs, Kilmarnock, Troon, Prestwick International, Prestwick Town, Ayr, Maybole, Girvan, Barrhill	
Kilmarnock	Stranraer		3.1	23579003	Troon, Prestwick International Airport, Prestwick Town, Ayr Maybole, Girvan, Barrhill	
Glasgow Central	Carlisle	Kilmarnock	3.7	23579003	Barrhead, Dunlop, Stewarton, Kilmaurs, Kilmarnock, Auchinleck, New Cumnock, Kirkconnel, Sanquhar, Dumfries, Annan, Gretna Green	Pollokshaws West
Newcastle	Carlisle	Hexham	3.11, 3.12	21793003	Hexham, Haltwhistle, Metro Centre	Wylam, Prudhoe, Haydon Bridge, Bardon Mill, Brampton (Cumbria), Wetheral
Carlisle	Dumfries		3.10	23579003	Annan, Gretna Green	
Carlisle	Glasgow Central	Kilmarnock	3.13	23580903	Gretna Green, Annan, Dumfries, Sanquhar, Kirkconnel, New Cumnock, Auchinleck, Kilmarnock, Kilmaurs, Stewarton, Dunlop, Barrhead	Pollokshaws West
Dumfries	Carlisle		3.9	23580903	Gretna Green, Annan	

Table 4.1: Calling Patterns <sup>5TH</sup>

1					2	3
Service Group HA04: Highland Rural						
Service 542/543 - Inverness – Wick/Kyle Of Lochalsh						
From	To	Via	Description	TSC	Regular Calling Pattern <sup>1</sup>	Additional Stations
Inverness	Wick	Thurso	4.0	23542003	Beauly, Muir of Ord, Conon Bridge, Dingwall, Alness, Invergordon, Fearn, Tain, Ardgay, Culrain, Invershin, Lairg, Rogart, Golspie, Brora, Helmsdale, Kildonan, Kinbrace, Forsinard, Altnabreac, Scotscalder, Georgemas Junction, Thurso, Georgemas Junction	Dunrobin Castle
Inverness	Kyle of Lochalsh		4.2	23543003	Beauly, Muir of Ord, Dingwall, Garve, Lochluichart, Achanalt, Achnasheen, Achnashellach, Strathcarron, Attadale, Stromeferry, Duncraig, Plockton, Duirnish	
Inverness	Tain		4.1	23542003	Beauly, Muir of Ord, Dingwall, Alness, Invergordon	
Inverness	Invergordon		4.3	23542003	Beauly, Muir of Ord, Dingwall	
Wick	Inverness	Thurso	4.6	23542003	Georgemas Junction, Thurso, Georgemas Junction, Scotscalder, Altnabreac, Forsinard, Kinbrace, Kildonan, Helmsdale, Brora, Golspie, Rogart, Lairg, Invershin, Culrain, Ardgay, Tain, Fearn, Invergordon, Alness, Dingwall, Conon Bridge, Muir of Ord, Beauly	Dunrobin Castle
Kyle of Lochalsh	Inverness		4.8	23543002	Duirnish, Plockton, Duncraig, Stromeferry, Attadale, Strathcarron, Achnashellach, Achnasheen, Achanalt, Lochluichart, Garve, Dingwall, Muir of Ord, Beauly	
Tain	Inverness		4.7	23542003	Invergordon, Alness, Dingwall, Muir of Ord, Beauly	
Invergordon	Inverness		4.10	23542003	Dingwall, Muir of Ord, Beauly	
Lairg	Inverness		4.5	23542003	Ardgay, Tain, Fearn, Invergordon, Dingwall, Muir of Ord	

Table 4.1: Calling Patterns

1					2	3
Service Group HA04: Highland Rural						
Service 545 - Glasgow – Oban/Fort William/Mallaig						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Queen Street	Crianlarich		4.16, 4.17, 4.20, 4.21, 4.22	23545003	Dalmuir, Dumbarton Central, Helensburgh Upper, Garelochhead, Arrochar & Tarbet, Ardlui	
Crianlarich	Oban		4.17, 4.21	23545003	Tyndrum Lower, Dalmally, Loch Awe, Taynuilt, Connel Ferry	Falls of Cruachan
Crianlarich	Fort William		4.17, 4.18, 4.19, 4.21	23545003	Upper Tyndrum, Bridge of Orchy, Rannoch, Corrour, Tulloch, Roy Bridge, Spean Bridge	
Fort William	Mallaig		4.19	23545003	Banavie, Corpach, Loch Eil Outward Bound, Locheilside, Glenfinnan, Lochailort, Beasdale, Arisaig, Morar	
Edinburgh	Oban	Dalmuir	4.31, 4.32	23545003	Haymarket, Linlithgow, Polmont, Falkirk High, Dalmuir, Helensburgh Upper, Garelochhead, Arrochar & Tarbet, Ardliu, Crianlarich, Tyndrum Lower, Dalmally, Loch Awe, Taynuilt, Connel Ferry	Falls of Cruachan

*Table 4.1: Calling Patterns*<sup>21st</sup>

1					2	3
Service Group HA04: Highland Rural						
Service 547 - Aberdeen – Inverness						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Aberdeen	Inverness	Keith	4.23, 4.27	23547003	Dyce, Inverurie, Inch, Huntly, Keith, Elgin, Forres, Nairn	
Aberdeen	Inverurie		4.25, 4.29	23547003	Dyce	



*Table 4.1: Calling Patterns* <sup>Sch 5 Annex B</sup>

1					2	3
Service Group HA06: Strathclyde Electric						
Service 560 - Glasgow North Electrics (Westbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations

Edinburgh Waverley	Garscadden		6.0	13560015	Haymarket, Edinburgh Park, Uphall, Livingston North, Bathgate, Drumgelloch, Airdrie, Coatbridge Sunnyside, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Jordanhill, Scoutstonhill	
Edinburgh Waverley	Helensburgh Central	Yoker EWD	6.1	13560015	Haymarket, Edinburgh Park, Uphall, Livingston North, Bathgate, Armadale, Blackridge, Caldercruix, Drumgelloch, Airdrie Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank, Dalmuir, Dumbarton East, Dumbarton Central, Dalreoch, Cardross, Craigendoran	
Edinburgh Waverley	Helensburgh Central	Singer Sun	6.1	13560015	Haymarket, Edinburgh Park, Uphall, Livingston North, Bathgate, Armadale, Blackridge, Caldercruix, Drumgelloch, Airdrie Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer, Dalmuir, Dumbarton East, Dumbarton Central, Dalreoch, Cardross, Craigendoran	
Edinburgh Waverley	Milngavie		6.2	13560015	Haymarket, Edinburgh Park, Uphall, Livingston North, Bathgate, Drumgelloch, Airdrie, Coatbridge Sunnyside, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	
Edinburgh Waverley	Airdrie		6.28	13560015	Haymarket, Edinburgh Park, Uphall, Livingston North, Bathgate, Armadale, Blackridge, Caldercruix, Drumgelloch	
Edinburgh Waverley	Bathgate		6.29	13560015	Haymarket, Edinburgh Park, Uphall, Livingston North	
Bathgate	Helensburgh Central	Yoker EWD	6.30	13560015	Armadale, Blackridge, Caldercruix, Drumgelloch, Airdrie, Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Garscadden, Dalmuir, Dumbarton East, Dumbarton Central, Dalreoch, Cardross, Craigendoran	

Bathgate	Helensburgh Central	Singer Sun	6.30	13560015	Armadale, Blackridge, Caldercruix, Drumgelloch, Airdrie, Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer, Dalmuir, Dumbarton East, Dumbarton Central, Dalreoch, Cardross, Craigendoran	
Bathgate	Milngavie		6.31	13560015	Drumgelloch, Airdrie, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	
Bathgate	Balloch	Singer	6.32	13560015	Armadale, Blackridge, Caldercruix, Drumgelloch, Airdrie Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer, Dalmuir, Kilpatrick, Bowling, Dumbarton East, Dumbarton Central, Dalreoch, Renton, Alexandria	
Airdrie	Balloch	Singer	6.3	13560015	Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer, Dalmuir, Kilpatrick, Bowling, Dumbarton East, Dumbarton Central, Dalreoch, Renton, Alexandria	
Airdrie	Balloch	Yoker	6.3	13560015	Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydeban Dalmuir, Kilpatrick, Bowling, Dumbarton East, Dumbarton Central, Dalreoch, Renton, Alexandria	
Airdrie	Helensburgh Central	Singer	6.4	13560015	Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer, Dalmuir, Dumbarton East, Dumbarton Central, Dalreoch, Cardross, Craigendoran	Kilpatrick, Bowling

Airdrie	Helensburgh Central	Yoker	6.4	13560015	Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank, Dalmuir, Dumbarton East, Dumbarton Central, Dalreoch, Cardross, Craigendoran	
Airdrie	Dalmuir	Singer	6.5	13560015	Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer	
Springburn	Balloch	Singer	6.6	13560015	Barnhill, Alexandra Parade, Duke Street, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer, Dalmuir, Kilpatrick, Bowling, Dumbarton East, Dumbarton Central, Dalreoch, Renton, Alexandria	
Springburn	Dalmuir	Yoker	6.7	13560015	Barnhill, Alexandra Parade, Duke Street, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank,	
Springburn	Garscadden		6.8	13560015	Barnhill, Alexandra Parade, Duke Street, Bellgrove, High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Hyndland, Jordanhill, Scotstounhill	
Bellgrove	Helensburgh Central		6.9	13560015	High Street, Glasgow Queen Street Low Level, Charing Cross, Partick, Dumbarton Central, Dalreoch, Cardross, Craigendoran	
Dalmuir	Helensburgh Central		6.10	13560015	Kilpatrick, Bowling, Dumbarton East, Dumbarton Central, Dalreoch, Cardross, Craigendoran	
Glasgow High St	Balloch	Yoker	6.11	13560015	Glasgow Queen Street Low Level, Charing Cross, Partick, Dumbarton Central, Dalreoch, Renton, Alexandria	

Table 4.1 Sch5 Annex B

1					2	3
Service Group HA06: Strathclyde Electric						
Service 560 - Glasgow North Electrics (Eastbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Garscadden	Edinburgh Waverley		6.12	13560015	Scotstounhill, Jordanhill, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke, Airdrie, Drumgelloch, Caldercruix, Blackridge, Armadale, Bathgate, Livingston North, Uphall, Edinburgh Park, Haymarket	
Helensburgh Central	Edinburgh Waverley	Yoker EWD	6.13	13560015	Craigendoran, Cardross, Dalreoch, Dumbarton Central, Dunbarton East, Dalmuir, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke, Airdrie, Drumgelloch, Caldercruix, Blackridge, Armadale, Bathgate, Livingston North, Uphall, Edinburgh Park, Haymarket	Bowling, Kilpatrick, Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill
Helensburgh Central	Edinburgh Waverley	Singer Sun	6.13	13560015	Craigendoran, Cardross, Dalreoch, Dumbarton Central, Dunbarton East, Dalmuir, Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke, Airdrie, Drumgelloch, Caldercruix, Blackridge, Armadale, Bathgate, Livingston North, Uphall, Edinburgh Park, Haymarket	
Milngavie	Edinburgh Waverley		6.14	13560015	Hillfoot, Bearsden, Westerton, Anniesland, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Coatbridge Sunnyside, , Airdrie, Drumgelloch, Bathgate, Livingston North, Uphall, Edinburgh Park, Haymarket	Blairhill, Coatdyke, Caldercruix, Blackridge, Armadale

1					2	3
Service Group HA06: Strathclyde Electric						
Service 560 - Glasgow North Electrics (Eastbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Partick	Edinburgh Waverley		6.15	13560015	Charing Cross, Glasgow Queen Street Low Level, High Street, Coatbridge Sunnyside, Airdrie, Drumgelloch, Bathgate, Livingston North, Uphall, Edinburgh Park, Haymarket	
Hyndland	Edinburgh Waverley		6.16	13560015	Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Coatbridge Sunnyside, Airdrie, Drumgelloch, Bathgate, Livingston North, Uphall, Edinburgh Park, Haymarket	
Balloch	Edinburgh Waverley	Singer	6.17	13560015	Alexandria, Renton, Dalreoch, Dumbarton Central, Dumbarton East, Bowling, Kilpatrick, Dalmuir, Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke, Airdrie, Drumgelloch, Bathgate, Livingston North, Uphall, Edinburgh Park, Haymarket	
Dalmuir	Edinburgh Waverley	Yoker	6.18	13560015	Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke, Airdrie, Drumgelloch, Bathgate, Livingston North, Uphall, Edinburgh Park, Haymarket	
Bathgate	Edinburgh Waverley		6.33	13560015	Livingston North, Uphall, Edinburgh Park, Haymarket	

1					2	3
Service Group HA06: Strathclyde Electric						
Service 560 - Glasgow North Electrics (Eastbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Helensburgh Central	Bathgate	Yoker EWD, Singer Sun	6.34	13560015	Craigendoran, Cardross, Dalreoch, Dumbarton Central, Dumbarton East, Dalmuir, Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke, Airdrie, Drumgelloch, Caldercruix, Blackridge, Armadale	
Balloch	Airdrie	Singer	6.19	13560015	Alexandria, Renton, Dalreoch, Dumbarton Central, Dumbarton East, Bowling, Kilpatrick, Dalmuir, Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke	
Helensburgh Central	Airdrie	Singer	6.20	13560015	Craigendoran, Cardross, Dalreoch, Dumbarton Central, Dumbarton East, Dalmuir, Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke	Bowling, Kilpatrick,
Helensburgh Central	Airdrie	Yoker	6.20	13560015	Craigendoran, Cardross, Dalreoch, Dumbarton Central, Dumbarton East, Dalmuir, Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke	Bowling, Kilpatrick,
Dalmuir	Airdrie	Yoker Sun	6.21	13560015	Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke	

1					2	3
Service Group HA06: Strathclyde Electric						
Service 560 - Glasgow North Electrics (Eastbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Dalmuir	Airdrie	Singer	6.21	13560015	Singer, Drumry, Drumchapel, Westerton, Anniesland,, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke	
Balloch	Springburn	Singer	6.22	13560015	Alexandria, Renton, Dalreoch, Dumbarton Central, Dumbarton East, Bowling, Kilpatrick, Dalmuir, Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Duke Street, Alexandra Parade, Barnhill	
Dalmuir	Springburn	Yoker EWD, Singer Sun	6.23	13560015	Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Duke Street, Alexandra Parade, Barnhill	
Garscadden	Springburn		6.24	13560015	Scotstounhill, Jordanhill, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level, High Street, Bellgrove, Duke Street, Alexandra Parade, Barnhill	
Balloch	Dalmuir		6.25	13560015	Alexandria, Renton, Dalreoch, Dumbarton Central, Dumbarton East, Bowling, Kilpatrick	
Helensburgh Central	Dalmuir		6.26	13560015	Craigendoran, Cardross, Dalreoch, Dumbarton Central, Dumbarton East	
Helensburgh Central	Glasgow High St	Singer	6.27	13560015	Craigendoran, Cardross, Dalreoch, Dumbarton Central, Dumbarton East, Dalmuir, Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Charing Cross, Glasgow Queen Street Low Level	



Table 4.1: Calling Patterns

1					2	3
Service Group HA06: Strathclyde Electric						
Service 562 - Glasgow Suburban Electrics South						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	Glasgow Central	Maxwell Park, Queens Park	6.37 Inner Circle	13562015	Pollokshields West, Maxwell Park, Shawlands, Pollokshaws East, Langside, Cathcart, Mount Florida, Crosshill, Queens Park, Pollokshields East	
Glasgow Central	Glasgow Central	Queens Park Maxwell Park	6.38 Outer Circle	13562015	Pollokshields East, Queens Park, Crosshill, Mount Florida, Cathcart, Langside, Pollokshaws East, Shawlands, Maxwell Park, Pollokshields West	
Glasgow Central	Neilston	Queens Park	6.39, 6.42	13562015	Pollokshields East, Queens Park, Crosshill, Mount Florida, Cathcart, Muirend, Williamwood, Whitecraigs, Patterton	
Glasgow Central	Newton	Maxwell Park	6.40, 6.43	13562015	Pollokshields West, Maxwell Park, Shawlands, Pollokshaws East, Langside, Kings Park, Croftfoot, Burnside, Kirkhill	
Glasgow Central	Newton	Queens Park	6.41, 6.44	13562015	Pollokshields East, Queens Park, Crosshill, Mount Florida, Kings Park, Croftfoot, Burnside, Kirkhill	

Table 4.1: Calling Patterns *Sch 5 Annex B*

1					2	3
Service Group HA06: Strathclyde Electric						
Service 563 - Argyle Line (Westbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Coatbridge Central	Dalmuir	Blantyre, Singer	6.45	13563015	Whiffet, Motherwell, Airbles, Hamilton Central, Hamilton West, Blantyre, Rutherglen, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer	Newton
Coatbridge Central	Milngavie	Blantyre	6.46	13563015	Whiffet, Motherwell, Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	
Lanark	Balloch	Wishaw, Holytown, Blantyre, Singer	6.47	13563015	Carluk, Wishaw, Motherwell, Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer, Dalmuir, Kilpatrick, Bowling, Dumbarton East, Dumbarton Central, Dalreoch, Renton, Alexandria	
Lanark	Dalmuir	Wishaw, Shieldmuir, WCML, Singer	6.48	13563015	Carluk, Wishaw, Holytown, Motherwell, Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer	Bellshill, Uddingston, Cambuslang, Rutherglen, Dalmarnock, Bridgeton
Lanark	Dalmuir	Wishaw, Shieldmuir, Bellshill, Yoker	6.49	13563015	Carluk, Wishaw, Shieldmuir, Motherwell, Bellshill, Uddingston, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank	

1					2	3
Service Group HA06: Strathclyde Electric						
Service 563 - Argyle Line (Westbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Lanark	Garscadden	Wishaw, Shieldmuir, WCML	6.50	13563015	Carlisle, Wishaw, Shieldmuir, Motherwell, Uddingston, Cambuslang, Rutherglen, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill	
Lanark	Garscadden	Wishaw, Shieldmuir, Bellshill	6.51, 6.53	13563015	Carlisle, Wishaw, Shieldmuir, Motherwell, Bellshill, Uddingston, Cambuslang, Rutherglen, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill	
Lanark	Milngavie	Wishaw, Shieldmuir, Bellshill	6.52	13563015	Carlisle, Wishaw, Shieldmuir, Motherwell, Bellshill, Uddingston, Cambuslang, Rutherglen, Bridgeton, Glasgow Central Low Level, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	Argyle Street
Larkhall	Dalmuir	Blantyre, Singer	6.54	13563015	Merryton, Chatelherault, Hamilton Central, Hamilton West, Blantyre, Rutherglen, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer	
Larkhall	Dalmuir	Blantyre, Yoker	6.55, 6.56, 6.57	13563015	Merryton, Chatelherault, Hamilton Central, Hamilton West, Blantyre, Rutherglen, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank	
Motherwell	Anderston	Bellshill	6.58	13563015	Bellshill, Uddingston, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level	
Motherwell	Dalmuir	Bellshill, Yoker	6.59, 6.61	13563015	Bellshill, Uddingston, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill, Garscadden, Yoker, Clydebank	

1					2	3
Service Group HA06: Strathclyde Electric						
Service 563 - Argyle Line (Westbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Motherwell	Dalmuir	Blantyre, Singer	6.60	13563015	Bellshill, Uddingston, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Drumchapel, Drumry, Singer	
Motherwell	Milngavie	Blantyre	6.62	13563015	Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle Street, Glasgow Central Low Level, Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	
Milngavie	Springburn		6.63	13563015	Hillfoot, Bearsden, Charing Cross, Queen Street Low Level, Glasgow High Street, Bellgrove, Duke Street, Alexander Parade, Barnhill	
Carstairs	Garscadden		6.109	13560015	Carluke, Wishaw, Shieldmuir, Motherwell, Uddingston, Argyle Street, Glasgow Central Low Level, Anderston, Glasgow Exhibition Centre, Partick, Hyndland, Jordanhill, Scotstounhill	

Table 4.1: Calling Patterns *Sch 5 Annex B*

1					2	3
Service Group HA06: Strathclyde Electric						
Service 563 - Argyle Line (Eastbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Anderston	Lanark	WCML, Shieldmuir	6.64	13563015	Glasgow Central Low Level, Argyle Street, Bridgeton, Uddingston, Motherwell, Shieldmuir, Wishaw, Carluke,	
Anderston	Motherwell	WCML	6.65	13563015	Glasgow Central Low Level, Argyle Street, Bridgeton, Dalmarnock, Rutherglen, Cambuslang, Uddingston	
Balloch	Lanark	Singer, Blantyre, Holytown, Wishaw	6.66, 6.67, 6.68	13563015	Alexandria, Renton, Dalreoch, Dumbarton Central, Dumbarton East, Bowling, Kilpatrick, Dalmuir, Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Rutherglen, Blantyre, Hamilton West, Hamilton Central, Airbles, Motherwell, Holytown, Wishaw, Carluke,	
Dalmuir	Coatbridge Central	Yoker, Blantyre	6.69, 6.76, 6.77	13563015	Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill, Hyndland, Partick, Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Rutherglen, Cambuslang, Newton, Blantyre, Hamilton West, Hamilton Central, Airbles, Motherwell, Whifflet	
Dalmuir	Lanark	Yoker, Bellshill, Shieldmuir, Wishaw	6.72, 6.78	13563015	Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill, Hyndland, Partick, Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Bridgeton, Dalmarnock, Rutherglen, Cambuslang, Uddingston, Bellshill, Motherwell, Shieldmuir, Wishaw, Carluke,	
Dalmuir	Larkhall	Singer, Blantyre	6.73	13563015	Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Rutherglen, Blantyre, Hamilton West, Hamilton Central, Chatelhault, Merryton	

1					2	3
Service Group HA06: Strathclyde Electric						
Service 563 - Argyle Line (Eastbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Dalmuir	Motherwell	Singer, Blantyre	6.74	13563015	Singer, Drumry, Drumchapel, Westerton, Anniesland, Hyndland, Partick, Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Rutherglen, Blantyre, Hamilton West, Hamilton Central	
Dalmuir	Motherwell	Yoker, Bellshill	6.75, 6.79	13563015	Clydebank, Yoker, Garscadden, Scotstounhill, Jordanhill, Hyndland, Partick, Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Bridgeton, Dalmarnock, Rutherglen, Cambuslang, Uddingston, Bellshill	
Milngavie	Coatbridge Central	Blantyre	6.80, 6.84, 6.88	13563015	Hillfoot, Bearsden, Westerton, Anniesland, Hyndland, Partick, Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Bridgeton, Dalmarnock, Rutherglen, Newton, Blantyre, Hamilton West, Hamilton Central, Airbles, Motherwell, Whifflet	
<sup>1</sup> Milngavie	Lanark	Blantyre, Shieldmuir Wishaw	6.81, 6.83, 6.86, 6.90	13563015	Hillfoot, Bearsden, Westerton, Anniesland, Hyndland, Partick, Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Bridgeton, Dalmarnock, Rutherglen, Cambuslang, Newton, Blantyre, Hamilton West, Hamilton Central, Airbles, Motherwell, Holytown, Wishaw, Carluke	
Milngavie	Lanark	WCML, Shieldmuir, Wishaw	6.82	13563015	Hillfoot, Bearsden, Westerton, Anniesland, Hyndland, Partick, Exhibition Centre, Glasgow Central Low Level, Bridgeton, Rutherglen, Cambuslang, Uddingston, Bellshill, Motherwell, Shieldmuir, Wishaw, Carluke	Argyle Street
Milngavie	Larkhall	Blantyre	6.85	13563015	Hillfoot, Bearsden, Westerton, Anniesland, Hyndland, Partick, Exhibition Centre, Glasgow Central Low Level, Bridgeton, Rutherglen, Cambuslang, Newton, Blantyre, Hamilton West, Hamilton Central, Chatelhault, Merryton	
Motherwell	Lanark	Holytown, Wishaw	6.89	13563015	Holytown, Wishaw, Carluke	

1					2	3
Service Group HA06: Strathclyde Electric						
Service 563 - Argyle Line (Eastbound)						
From	To	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Partick	Lanark	Bellshill, Shieldmuir, Wishaw	6.91. 6.92	13563015	Exhibition Centre, Anderston, Glasgow Central Low Level, Argyle Street, Motherwell, Carluke	Bridgeton, Dalmarnock, Rutherglen, Cambuslang, Uddingston, Bellshill, Shieldmuir, Wishaw

<sup>1</sup>Trains may also originate at Dalmuir and call at Clydebank, Yoker, Garscadden, Scotstounhill and Jordanhill in lieu of Hillfoot, Bearsden, Westerton and Anniesland.

<sup>2</sup>Excluding Monday to Friday Peak Services.

<sup>3</sup>Monday to Friday Peak Services. One train operates to Carstairs in lieu of Lanark.

Table 4.1: Calling Patterns

1					2	3
Service Group HA06: Strathclyde Electric						
Service 569 - Glasgow – Gourock/Wemyss Bay						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	Gourock	Paisley	6.93, 6.95 Slow	13569815	Cardonald, Hillington East, Hillington West, Paisley Gilmour Street, Paisley St James, Bishopton, Langbank, Woodhall, Port Glasgow, Bogston, Cartdsyke, Greenock Central, Greenock West, Fort Matilda	
Glasgow Central	Gourock	Paisley	6.93, 6.95 Fast	13569815	Paisley Gilmour Street, Bishopton, Port Glasgow, Greenock Central, Greenock West, Fort Matilda	
Glasgow Central	Wemyss Bay	Paisley	6.94, 6.96	13569815	Paisley Gilmour Street, Bishopton, Port Glasgow, Whinhill, Drumfrochar, Branchton, IBM, Inverkip	Cardonald, Hillington East, Hillington West, Paisley St James, Langbank, Woodhall



Table 4.1: Calling Patterns

1					2	3
Service Group HA06: Strathclyde Electric						
Service 571 - Glasgow – Ardrossan – Largs						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	Ardrossan Town		6.98, 6.103	13571015	Paisley Gilmour Street, Johnstone, Milliken Park, Howwood, Lochwinnoch, Glengarnock, Dalry, Kilwinning, Stevenston, Saltcoats, Ardrossan South Beach	
Glasgow Central	Ardrossan Harbour		6.99, 6.102	13571015	Paisley Gilmour Street, Johnstone, Milliken Park, Kilwinning, Stevenston, Saltcoats, Ardrossan South Beach	Howwood, Lochwinnoch, Glengarnock, Dalry, Ardrossan Town <sup>1</sup>
Glasgow	Ardrossan South Beach		6.97, 6.104	13571015	Paisley Gilmour Street, Johnstone, Milliken Park, Howwood, Lochwinnoch, Glengarnock, Dalry, Kilwinning, Stevenston, Saltcoats	
Glasgow Central	Largs		6.100, 6.101	13571015	Paisley Gilmour Street, Johnstone, Milliken Park, Glengarnock, Kilwinning, Stevenston, Saltcoats, Ardrossan South Beach, West Kilbride, Fairlie	Howwood, Lochwinnoch, Dalry

*Table 4.1: Calling Patterns*

Service Group HA06: Strathclyde Electric						
Service 573 - Glasgow – Ayr						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	Ayr	Paisley	6.105, 6.106	13573015	Paisley Gilmour Street, Johnstone, Kilwinning, Irvine, Barassie, Troon, Prestwick International Airport, Prestwick Town, Newton-on-Ayr	Milliken Park, Howwood, Lochwinnoch, Glengarnock, Dalry

*Table 4.1: Calling Patterns*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 561 - Glasgow – Cumbernauld – Falkirk Grahamston						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Queen Street	Cumbernauld	Stepps	7.0, 7.3	13561015	Springburn, Stepps, Gartcosh, Greenfaulds	
Glasgow Queen Street	Falkirk Grahamston	Stepps	7.1, 7.2	13561015 <sup>1</sup>	Springburn, Stepps, Gartcosh, Greenfaulds, Cumbernauld, Camelon	

<sup>1</sup>Trains change TSC at Cumbernauld to 23578903.

<sup>2</sup>Trains change TSC at Cumbernauld to 13561015.

Table 4.1: Calling Patterns

1						
Service Group HA07: Strathclyde Diesels					2	3
Service 564 – Edinburgh – Shotts – Glasgow Central						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Glasgow Central	Shotts	2.0 Slow, 2.3 Slow	23564903 13564825	Haymarket, Slateford, Kingsknowe, Wester Hailes, Curriehill, Kirknewton, Livingston South, West Calder, Addiewell, Fauldhouse, Shotts, Harwood, Cleland, Carfin, Holytown, Bellshill, Uddingston	Breich, Cambuslang
Edinburgh Waverley	Glasgow Central	Shotts	2.0 Fast, 2.3 Fast	23564903 13564825	Haymarket, Livingston South, West Calder, Shotts, Bellshill	Curriehill, Kirknewton
Edinburgh Waverley	West Calder		2.1, 2.4	23564903	Haymarket, Slateford, Kingsknowe, Wester Hailes, Curriehill, Kirknewton, Livingston South	
Edinburgh Waverley	Motherwell		2.2	23564903	Haymarket, Slateford, Kingsknowe, Wester Hailes, Curriehill, Kirknewton, Livingstone South, West Calder, Addiewell, Fauldhouse, Shotts, Hartwood, Cleland, Carfin, Holytown	
Shotts	Glasgow Central	Whifflet	2.40, 2.41	13564825	Hartwood, Cleland, Carfin, Holytown, Whifflet, Kirkwood, Bargeddie, Baillieston, Mount Vernon, Carmyle	

Edinburgh Waverley	Glasgow Central	Carstairs, Wishaw	2.46, 2.47	23564903	Haymarket, Carstairs, Carluke, Wishaw, Motherwell	
-----------------------	--------------------	----------------------	------------	----------	--	--

Table 4.1: Calling Patterns

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 565 - Glasgow – Paisley Canal						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	Paisley Canal		7.4, 7.5	13565015	Dumbreck, Corkerhill, Mossbank, Crookston, Hawkhead	

*Table 4.1: Calling Patterns*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 566 - Glasgow – Whifflet						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	Whifflet	Langloan Junction	7.6, 7.7	13566515	Carmyle, Mount Vernon, Baillieston, Bargeddie, Kirkwood	

*Table 4.1: Calling Patterns*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 567 - Glasgow – East Kilbride						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	East Kilbride		7.8, 7.10	13567015	Crossmyloof, Pollokshaws West, Thornliebank, Giffnock, Clarkston, Busby, Hairmyres	Thorntonhall
Glasgow Central	Busby		7.9, 7.11	135767015	Crossmyloof, Pollokshaws West, Thornliebank, Giffnock, Clarkston	



*Table 4.1: Calling Patterns*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 568 - Glasgow – Barrhead – Kilmarnock						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Central	Barrhead		7.12, 7.14	13568015	Crossmyloof, Pollokshaws West, Kennishead, Priesthill & Darnley, Nitshill	
Glasgow Central	Kilmarnock		7.13, 7.15	13568015	Barrhead, Dunlop, Stewarton, Kilmaurs	Crossmyloof, Pollokshaws West, Kennishead, Priesthill & Darnley, Nitshill

*Table 4.1: Calling Patterns*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 572 - Motherwell – Cumbernauld						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Motherwell	Cumbernauld	Coatbridge	7.16, 7.17	13572015	Whifflet, Coatbridge Central, Greenfaulds	

Table 4.1: Calling Patterns<sup>4TH</sup>

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 574 - Glasgow – Anniesland/Garelochhed						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Queen Street	Anniesland	Maryhill	7.18, 7.19	13574515	Ashfield, Possilpark & Parkhouse, Gilshochill, Summerston, Maryhill, Kelvindale	

Table 4.1: Calling Patterns

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 575 - Glasgow – Croy – Dunblane						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Glasgow Queen Street	Dunblane	Croy	7.20, 7.21, 7.24, 7.25, 7.26, 7.28, 7.29, 7.32	13575825 23575903	Bishopbriggs, Lenzie, Croy, Larbert, Stirling, Bridge of Allan	
Glasgow Queen Street	Falkirk Grahamston	Croy	7.27	23578903	Bishopbriggs, Lenzie, Croy, Camelon	
Glasgow Queen Street	Alloa	Croy	7.23, 7.31	13575825 <sup>1</sup>	Bishopbriggs, Lenzie, Croy, Larbert, Stirling	
Glasgow Queen Street	Perth	Croy	7.22, 7.30	23575903	Larbert, Stirling, Bridge of Allan, Dunblane, Gleneagles	Bishopbriggs, Lenzie, Croy

Table 4.1: Calling Patterns

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 577 - Girvan – Kilmarnock						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Kilmarnock	Girvan		7.33, 7.35	13577015	Troon, Prestwick International, Prestwick Town, Ayr, Maybole	
Kilmarnock	Ayr		7.34	13577015	Troon, Prestwick International, Prestwick Town	
Girvan	Ayr		7.37, 7.39	13577015	Maybole	
Glasgow Central	Girvan		7.36, 7.38	13577015	Barrhead, Dunlop, Stewarton, Kilmaurs, Kilmarnock, Troon, Prestwick International, Prestwick Town, Ayr, Maybole	

Table 4.1: Calling Patterns

1					2	3
Service Group HA11: Anglo-Scottish Overnight						
Service 551 - London – Glasgow And Edinburgh						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
London Euston	Glasgow Central	Rugby, Carlisle	11.0, 11.2	23551003	Watford Junction, Carlisle, Carstairs, Motherwell	Preston (not for public use) <sup>1</sup> , Warrington BQ (not for public use) <sup>2</sup>
London Euston	Inverness	Rugby, Carlisle, Aviemore	11.5, 11.9	23551003 23553003	Watford Junction <sup>3</sup> , Crewe <sup>3</sup> , Preston <sup>3</sup> , Carstairs, Falkirk Grahamston, Stirling, Dunblane, Gleneagles, Perth, Dunkeld & Birnam, Pitlochry, Blair Atholl, Dalwhinnie, Newtonmore, Kingussie, Aviemore	Carlisle (not for public use) <sup>2</sup> , Edinburgh (not for public use)
Carstairs	Edinburgh Waverley		11.1, 11.3	23552003		

<sup>1</sup> Pick up stores

<sup>2</sup> Crew change

<sup>3</sup> To pick up only northbound and set down only southbound

*Table 4.1: Calling Patterns*

1					2	3
Service Group HA11: Anglo-Scottish Overnight						
Service 553 - London – Aberdeen/Inverness/Fort William						
Between	And	Via	Description	TSC	Regular Calling Pattern	Additional Stations
Edinburgh Waverley	Aberdeen	Dundee	11.4, 11.8	23554003	Inverkeithing, Kirkcaldy, Leuchars, Dundee, Carnoustie, Arbroath, Montrose, Stonehaven	
Edinburgh Waverley	Fort William	Rugby, Carlisle, Edinburgh, Falkirk	11.6, 11.10	23555003	Westerton, Dalmuir, Helensburgh Upper, Garelochhead, Arrochar & Tarbet, Ardlui, Crianlarich, Upper Tyndrum, Bridge of Orchy, Rannoch, Corrour, Tulloch, Roy Bridge, Spean Bridge	

### *Regular Calling Pattern*

- 4.1 In respect of each Service specified in column 1 of Table 4.1, the Train Operator has Firm Rights to the corresponding Calling Pattern listed in column 2 of that Table (the “Regular Calling Pattern”).

### *Reduced calls*

- 4.2 Subject to paragraph 4.3, if the Train Operator’s Access Proposal or Rolled Over Access Proposal in respect of any Passenger Train Slot contains a Calling Pattern which excludes any one or more of the stations (the “Excluded Stations”) listed in:

- (a) the relevant Service’s Regular Calling Pattern; or
- (b) any relevant Calling Pattern in Tables 6.1, 6.2 or 6.3 of this Schedule 5,

then the Train Operator has Firm Rights to the Calling Pattern specified in the Access Proposal or Rolled Over Access Proposal.

- 4.3 If the Train Operator makes an Access Proposal or Rolled Over Access Proposal of the kind specified in paragraph 4.2, Network Rail may insert, in respect of that Passenger Train Slot, an amount of Pathing Time up to an aggregate of:

- (a) the total of the station dwell times for the Excluded Stations; and
- (b) the time which the Specified Equipment would have required to decelerate into and accelerate out of each of the Excluded Stations.

- 4.4 Where:

- (a) a Passenger Train Slot excludes stations in the Regular Calling Pattern or in any Calling Pattern referred to in paragraph 4.2(b); and
- (b) Pathing Time may be inserted in accordance with paragraph 4.3,

the Regular Calling Pattern shall be deemed to have been maintained for the purposes of paragraphs 3.3 and 3.6 and the Calling Pattern shall be deemed to have been maintained for the purposes of paragraphs 6.3(a), 6.6(b) and 6.8(a).

### *Additional calls*

- 4.5 The Train Operator has Contingent Rights to have Scheduled, in respect of any Passenger Train Slot, calls at one or more of the stations set out opposite the Service in column 3 of Table 4.1 being stations which do not form part of the Regular Calling Pattern.



## 5 Specified Equipment

*Table 5.1: Specified Equipment.*

1					2	3
Service Group Ha01: Express						
Service 540 - Glasgow – Aberdeen						
Between	And	Via	Description	TSC	Standard Equipment	Specified Additional Specified Equipment
Glasgow Queen Street	Aberdeen	Perth, Dundee	1.0, 1.2	23540003	Class 170 DMU	Class 158 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA01: Express						
Service 541 - Edinburgh – Aberdeen						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Edinburgh Waverley	Aberdeen	Kirkcaldy, Leuchars	1.7, 1.10	23541003	Class 170 DMU	Class 158 DMU
Edinburgh Waverley	Carnoustie	Kirkcaldy, Leuchars	1.9	23541003	Class 158 DMU	Class 156, 170 DMU
Dundee	Edinburgh Waverley	Leuchars, Kirkcaldy	1.8, 1.11	23541003	Class 158 DMU	Class 156, 170 DMU

Table 5.1 Specified Equipment

1					2	3
Service Group HA01: Express						
Service 548 - Edinburgh – Glasgow						
Between	And	Via	Description	TSC	Standard Equipment Specified	Additional Specified Equipment
Edinburgh Waverley	Glasgow Queen Street	Falkirk	1.20, 1.21	23548003	Class 170 DMU	Class 158 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA01: Express						
Service 549 - Glasgow – Perth – Inverness						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Queen Street	Inverness	Stirling, Aviemore	1.22, 1.25	23549003	Class 170 DMU	Class 158 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA01: Express						
Service 549 - Edinburgh – Perth – Inverness						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Edinburgh Waverley	Inverness	Kirkcaldy, Aviemore	1.27, 1.29	23549003	Class 170 DMU	Class 158 DMU
Edinburgh Waverley	Perth	Kirkcaldy	1.28, 1.30	23549003	Class 158 DMU	Class 170 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA02: East Coast Locals						
Service 576 - Edinburgh – Dunblane – Perth						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Edinburgh Waverley	Dunblane	Falkirk Grahamston	2.5, 2.7	23576003	Class 170 DMU	Class 158 DMU
Edinburgh	Perth	Falkirk Grahamston	2.6, 2.8	23576003	Class 170 DMU	Class 158 DMU
Stirling	Edinburgh	Falkirk Grahamston	2.9	23576003	Class 170 DMU	Class 158 DMU

Table 5.1: Specified Equipment<sup>13TH</sup>

1					2	3
Service Group HA02: East Coast Locals						
Service 584 - North Berwick – Edinburgh - Glasgow						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
North Berwick	Edinburgh Waverley		2.10,2.14	23584003	Class 380 EMU	Class 158, 170 DMU
North Berwick	Glasgow Central	Carstairs	2.12, 2.16	23584003	Class 380 EMU	Class 158, 170 DMU
Prestonpans	Edinburgh Waverley		2.13	23584003	Class 380 EMU	Class 158, 170 DMU
North Berwick	Haymarket		2.15, 2.11	23584003	Class 380 EMU	Class 158, 170 DMU
Edinburgh	Dunbar		2.46, 2.47	23584003	Class 380 EMU	Class 158, 170 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA02: East Coast Locals						
Service 586 - Edinburgh – Newcraighall						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Edinburgh Waverley	Newcraighall	Brunstane	2.19,2.21	23586003	Class 158 DMU	Class 170 DMU
Haymarket	Newcraighall	Brunstane	2.20,2.22	23585003	Class 158 DMU	Class 170 DMU



*Table 5.1: Specified Equipment*

1					2	3
Service Group HA02: East Coast Locals						
Service 5870 - Fife Outer Circle						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Edinburgh Waverley	Edinburgh Waverley	Dunfermline, Burntisland	2.23, 2.24, 2.27, 2.28	23587003	158 DMU	Class 156, Class 170, Class 67 Diesel Loco + 6 Mk II Coaching Vehicles
Edinburgh Waverley	Perth	Dunfermline	2.25, 2.26	23587003	158 DMU	Class 156, Class 170

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA02: East Coast Locals						
Service 5871 - Fife Inner Circle						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Edinburgh Waverley	Edinburgh Waverley	Burntisland, Dunfermline	2.29, 2.30, 2.33, 2.35, 2.37	23587103	Class 170	Class 156, 158 DMU, Class 67 Diesel Loco + 6 Mk II Coaching Vehicles
Perth	Edinburgh Waverley	Dunfermline	2.38	23587103	Class 170	Class 156, 158 DMU
Edinburgh Waverley	Markinch	Dunfermline	2.32, 2.36	23587103	Class 170	Class 156, 158 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA03: South West Rural Services						
Service 579 - South West Services						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Stranraer	Kilmarnock		3.1, 3.2, 3.5	23579003	Class 156 DMU	
Glasgow Central	Stranraer	Kilwinning	3.0, 3.3	23579003	Class 156 DMU	
Glasgow Central	Stranraer	Kilmarnock	3.4	23579003	Class 156 DMU	
Glasgow Central	Carlisle	Kilmarnock	3.6, 3.12	23579003	Class 156 DMU	
Stranraer	Newcastle	Kilmarnock	3.10	23579003 <sup>1</sup>	Class 156 DMU	
Dumfries	Newcastle		3.7, 3.8, 3.9	23579003	Class 156 DMU	Class 142, 153 DMU
Carlisle	Newcastle		3.11	21793003	Class 156 DMU	

<sup>1</sup>Trains change TSC to 21793003 at Carlisle

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA04: Highland Rural						
Service 542 /543 - Inverness – Wick/Kyle Of Lochalsh						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Inverness	Wick	Thurso	4.0, 4.6	23542003	Class 158 DMU	
Inverness	Kyle of Lochalsh		4.2, 4.8	23543003	Class 158 DMU	

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA04: Highland Rural						
Service 545 - Glasgow – Oban/Fort William/Mallaig						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Queen Street	Crianlarich		4.16, 4.17, 4.20, 4.21, 4.22	23545003	Class 156 DMU	
Crianlarich	Oban		4.17, 4.21	23545003	Class 156 DMU	
Crianlarich	Fort William		4.16, 4.20	23545003	Class 156 DMU	
Fort William	Mallaig		4.18, 4.19	23545003	Class 156 DMU	

*Table 5.1: Specified Equipment* <sup>21st</sup>

1					2	3
Service Group HA04: Highland Rural						
Service 547 - Aberdeen – Inverness						
Between	And	Via	Description	TSC	Standard Equipment Specified	Additional Specified Equipment
Aberdeen	Inverness	Keith	4.23, 4.27	23547003	Class 158 DMU	Class 170 DMU

*Table 5.1: Specified Equipment* Sch5 Annex B

1					2	
Service Group HA06: Strathclyde Electric						
Service 560 - Glasgow North Electrics						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
All services			6.0 – 6.36	13560015	Class 334 EMU	Class 318 EMU, 320 EMU, Class 156 DMU, Class 158 DMU, Class 170 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA06: Strathclyde Electric						
Service 562 - Suburban Electrics South						
Between	And	Via	Description	TSC	Standard Equipment Specified	Additional Equipment Specified
All services			6.37 – 6.44	13562015	Class 314 EMU	Class 318, 334 EMU, Class 380 EMU



*Table 5.1: Specified Equipment* Sch5 Annex B

1					3	
Service Group HA06: Strathclyde Electric						
Service 563 - Argyle Line						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
All services			6.45 – 6.92	13563015	Class 318 EMU	Class 334 EMU, Class 320 EMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA06: Strathclyde Electric						
Service 569 - Glasgow – Gourock/Wemyss Bay						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Central	Gourock	Paisley	6.93, 6.95	13569815	Class 380 EMU	Class 314/318 EMU, Class 334 EMU
Glasgow Central	Wemyss Bay	Paisley	6.94, 6.96	13569815	Class 380 EMU	Class 314/318 EMU, Class 334 EMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA06: Strathclyde Electric						
Service 571 - Glasgow – Ardrossan – Largs						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Central	Ardrossan Town		6.98, 6.103	13571015	Class 380 EMU	Class 318 EMU, Class 156 DMU, Class 334 EMU
Glasgow Central	Ardrossan Harbour		6.99, 6.102	13571015	Class 380 EMU	Class 318 EMU, Class 156 DMU, Class 334 EMU
Glasgow Central	Largs		6.100, 6.101, 6.97, 6.104	13571015	Class 380 EMU	Class 318 EMU, Class 156 DMU, Class 334 EMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA06: Strathclyde Electric						
Service 573 - Glasgow – Ayr						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Central	Ayr	Paisley	6.105, 6.106	13573015	Class 380 EMU	Class 318 EMU, Class 334 EMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 561 - Glasgow – Cumbernauld – Falkirk Grahamston						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Queen Street	Cumbernauld	Stepps	7.0	13561015	Class 158 DMU	Class 156 DMU, Class 170 DMU
Glasgow Queen Street	Falkirk Grahamston	Stepps	7.1	13561015	Class 158 DMU	Class 156 DMU, Class 170 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 564 - Edinburgh – Shotts – Glasgow Central						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Edinburgh Waverley	Glasgow Central	Shotts	2.0,2.3	23564903 13564825	Class 156 DMU	Class 158 DMU; 170 DMU
Edinburgh Waverley	West Calder		2.1, 2.4	23564903	Class 156 DMU	Class 158 DMU; 170 DMU
Edinburgh	Motherwell		2.2	23564903	Class 156 DMU	Class 158 DMU; 170 DMU
Shotts	Glasgow	Whifflet	2.40, 2.41	13564825	Class 156 DMU	Class 158 DMU; 170 DMU

Table 5.1: Specified Equipment

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 565 - Glasgow – Paisley Canal						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Central	Paisley Canal		7.4, 7.5	13565015	Class 314 EMU	Class 380 EMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 566 - Glasgow – Whifflet						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Central	Whifflet	Langloan	7.6, 7.7	13566515	Class 158 DMU	Class 156 DMU



*Table 5.1: Specified Equipment*

1					2	3
Service Group HA07 Strathclyde Diesels						
Service 567 - Glasgow – East Kilbride						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Central	East Kilbride		7.8, 7.10	13567015	Class 156 DMU	

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA07: Strathclyde PTE Diesel						
Service 568 - Glasgow – Barrhead – Kilmarlock						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Central	Barrhead		7.12, 7.14	13568015	Class 156 DMU	
Glasgow Central	Kilmarlock		7.13, 7.15	13568015	Class 156 DMU	

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA07: Strathclyde PTE Diesel						
Service 572 - Motherwell – Cumbernauld						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Motherwell	Cumbernauld	Coatbridge	7.16, 7.17	13572015	Class 156 DMU	Class 158 DMU

Table 5.1: Specified Equipment<sup>4TH</sup>

1							
Service Group HA07: Strathclyde Diesels							
Service 574 - Glasgow – Anniesland							
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment	
Glasgow Queen Street	Anniesland	Maryill	7.18, 7.19	13574515	Class 156 DMU	Class 158 DMU Class 170 DMU	

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 575 - Glasgow – Croy – Dunblane - Perth						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Glasgow Queen Street	Perth	Croy	7.22, 7.30	13575825	Class 170 DMU	Class 158 DMU
Glasgow Queen Street	Alloa	Croy	7.23, 7.31	23575903	Class 170 DMU	Class 156, 158 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA07: Strathclyde Diesels						
Service 577 – Girvan - Kilmarnock						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Girvan	Kilmarnock	Ayr	7.33, 7.34, 7.35, 7.37, 7.39	13577015	Class 156 DMU	Class 158 DMU
Glasgow Central	Girvan		7.36, 7.38	13577015	Class 156 DMU	Class 158 DMU

*Table 5.1: Specified Equipment*

1					2	3
Service Group HA11: Anglo-Scottish Overnight						
Service 551 - London – Glasgow And Edinburgh						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
London Euston	Glasgow Central	Rugby, Carlisle	11.0, 11.2	23551003	Class 90 electric locomotive + Mark 2/3 coaching stock	
Carstairs	Edinburgh Waverley		11.1, 11.3	23552003	Class 90 electric locomotive + Mark 2/3 coaching stock	

Table 5.1: Specified Equipment

1					2	3
Service Group HA11: Anglo-Scottish Overnight						
Service 553 - London – Aberdeen/Inverness/Fort William						
Between	And	Via	Description	TSC	Standard Specified Equipment	Additional Specified Equipment
Edinburgh Waverley	Aberdeen	Rugby, Carlisle, Edinburgh, Dundee	11.4, 11.8	23554003	Class 67 locomotive + Mark 2/3 coaching stock	Class 37 locomotive, Class 47 locomotive
Edinburgh Waverley	Inverness	Rugby, Carlisle, Edinburgh, Aviemore	11.5, 11.9	23553003	Class 67 locomotive + Mark 2/3 coaching stock	Class 37 locomotive, Class 47 locomotive
Edinburgh Waverley	Fort William	Rugby, Carlisle, Edinburgh, Falkirk	11.6, 11.10	23555003	Class 67 locomotive + Mark 2/3 coaching stock	Class 37 locomotive, Class 47 locomotive
Glasgow Queen Street	Westerton		11.7, 11.11	23555003	Class 156 DMU	Class 158, 170 DMU



### *Standard equipment*

- 5.1 In respect of each Service specified in column 1 of Table 5.1, the Train Operator has Firm Rights to Passenger Train Slots matching the performance characteristics of the Specified Equipment set out opposite that Service in column 2 of that Table (“Standard Specified Equipment”).

### *Additional equipment*

- 5.2 In respect of each Service set out in column 1 of Table 5.1, the Train Operator has Contingent Rights to Passenger Train Slots matching the performance characteristics of the additional Specified Equipment set out opposite that Service in column 3 of that Table (“Additional Specified Equipment”).
- 5.3 Where the Train Operator’s Access Proposal or Rolled Over Access Proposal includes Additional Specified Equipment which is capable of at least equivalent performance to the Standard Specified Equipment for the relevant Service, it shall be deemed to be using the Standard Specified Equipment for the purposes of paragraphs 3.3, 3.6, 6.3(b), 6.6(b) and 6.8(b).

### *Train length*

- 5.4 In using the Standard Specified Equipment or Additional Specified Equipment, and subject to any limit specified in Table 5.1, the Train Operator has a Firm Right to the maximum train length in metres which the Network can from time to time accommodate, subject to a right of Network Rail to vary the train length in cases where the Network cannot accommodate all Access Proposal or Rolled Over Access Proposal to operate to the maximum length.
- 5.5 Nothing in paragraph 5.4 precludes the operation of trains in excess of platform lengths where appropriate measures have been taken to control, so far as is reasonable practicable, any risks introduced by the use of such longer.

## 6 Journey Times

Table 6.1: Maximum Journey Times Monday to Saturday

1	2				3	4	
Service Group HA01 Express							
Service description							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Glasgow Queen Street	Aberdeen	Stirling		23540003	Stirling, Perth, Dundee, Carnoustie, Arbroath, Montrose	Class 170	165
Aberdeen	Glasgow Queen Street	Stirling		23540003	Montrose, Arbroath, Carnoustie, Dundee, Perth, Stirling	Class 170	165
Aberdeen	Edinburgh	Leuchars/Kirkcaldy		23541003	Stonehaven, Montrose, Arbroath, Dundee, Leuchars, Haymarket	Class 170	145
Edinburgh	Aberdeen	Kirkcaldy		23541003	Haymarket, Leuchars, Dundee, Arbroath, Montrose, Stonehaven	Class 170	145

1	2				3	4	
Service Group HA01 Express							
Service description							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Edinburgh Waverley	Glasgow Queen Street	Falkirk High		23548003	Haymarket, Falkirk High, Croy	Class 170	51
Glasgow Queen Street	Edinburgh Waverley	Falkirk High		23548003	Croy, Falkirk High, Haymarket	Class 170	51
Glasgow Queen Street	Edinburgh Waverley	Falkirk High		23548003	Falkirk High, Polmont, Linlithgow, Haymarket	Class 170	54
Edinburgh Waverley	Glasgow Queen Street	Falkirk High		23548003	Haymarket, Linlithgow, Polmont Falkirk High,	Class 170	53

1					2	3	4
<b>Service Group HA02 East Coast Locals</b>							
<b>Service description</b>							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Edinburgh	Dunblane			23576003	Haymarket, Edinburgh Park, Linlithgow, Polmont, Falkirk Grahamston, Camelon, Larbet, Stirling, Bridge of Allan	Class 158	66
Dunblane	Edinburgh			23576003	Bridge of Allan, Stirling, Larbert, Camelon, Falkirk Grahamston, Polmont, Linlithgow, Edinburgh Park, Haymarket	Class 158	66
Edinburgh	North Berwick			23584003	Musselburgh, Wallyford, Prestonpans, Longniddry, Drem	Class 322	36 excluding all departures from Edinburgh Waverley to North Berwick after 2200hrs due to Single Line Working
North Berwick	Edinburgh			23584003	Drem, Longniddry, Prestonpans, Wallyford, Musselburgh	Class 322	36
Edinburgh	Edinburgh	Dunfermline, Burntisland (Fife Circle, both directions)		23587003 and 23587103	Haymarket, South Gyle, Dalmeny, North Queensferry, Inverkeithing, Rosyth, Dunfermline Town, Dunfermline Queen Margaret, Cowdenbeath, Lochgelly, Cardenden, Glenrothes with Thornton, Kirkcaldy, Kinghorn, Burntisland, Aberdour, Dalgety Bay, Inverkeithing, North Queensferry, Dalmeny, South Gyle, Haymarket	Class 170	129

1					2	3	4
<b>Service Group HA03 South West Rural</b>							
<b>Service description</b>							
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Calling Pattern</b>	<b>Specified Equipment</b>	<b>Maximum Journey Time (minutes)</b>
Glasgow	Carlisle	Kilmarnock/ Dumfries		23579003	Barrhead, Dunlop, Stewarton, Kilmaurs, Kilmarnock, Auchinleck, New Cumnock, Kirkconnel, Sanquhar, Dumfries, Annan, Gretna Green	Class 156	153
Carlisle	Glasgow	Kilmarnock/ Dumfries		23579003	Gretna Green, Annan, Dumfries, Sanquhar, Kirkconnel, New Cumnock, Auchinleck, Kilmarnock, Kilmaurs, Stewarton, Dunlop, Barrhead	Class 156	151

1					2	3	4
<b>Service Group HA04 Highland Rural</b>							
<b>Service description</b>							
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Calling Pattern</b>	<b>Specified Equipment</b>	<b>Maximum Journey Time (minutes)</b>
Inverness	Thurso			23542003	Beauly, Muir of Ord, Dingwall, Alness, Invergordon, Fearn, Tain, Ardgay, Culrain, Invershin, Lairg, Rogart, Golspie, Dunrobin Castle, Brora, Helmsdale, Kildonan, Kinbrace, Forsinard, Altnabreac, Scotscalder, Georgemas Junction, Thurso .	Class 158	235
Thurso	Inverness			23542003	Thurso, Georgemas Junction, Scotscalder, Altnabreac, Forsinard, Kinbrace, Kildonan, Helmsdale, Brora, Dunrobin Castle, Golspie, Rogart, Lairg, Invershin, Culrain, Ardgay, Tain, Fearn, Invergordon, Alness, Dingwall, Muir of Ord, Beauly	Class 158	231
Inverness	Kyle of Lochalsh			23543003	Beauly, Muir of Ord, Dingwall, Garve, Lochluichart, Achanalt, Achnasheen, Achnashellach, Strathcarron, Attadale, Stromeferry, Duncraig, Plockton, Duirinish	Class 158	157
Kyle of Lochalsh	Inverness			23543003	Duirinish, Plockton, Duncraig, Stromeferry, Attadale, Strathcarron, Achnashellach, Achanalt, Lochluichart, Garve, Dingwall, Muir of Ord, Beauly	Class 158	154

1					2	3	4
Service Group HA04 Highland Rural							
Service description							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Fort William	Glasgow	Crianlarich		23545003	Spean Bridge, Roy Bridge, Tulloch, Corrour, Rannoch, Bridge of Orchy, Upper Tyndrum, Crianlarich, Ardlui, Arrochar & Tarbet, Garelochhead, Helensburgh Upper, Dumbarton Central, Dalmuir	Class 156	232
Glasgow	Fort William	Crianlarich		23545003	Dalmuir, Dumbarton Central, Helensburgh Upper, Garelochhead, Arrochar & Tarbet, Ardlui, Crianlarich, Upper Tyndrum, Bridge of Orchy, Rannoch, Corrour, Tulloch, Roy Bridge, Spean Bridge	Class 156	225
Glasgow	Oban	Crianlarich		23545003	Dalmuir, Dumbarton Central, Helensburgh Upper, Garelochhead, Arrochar & Tarbet, Ardlui, Crianlarich, Tyndrum Lower, Dalmally, Loch Awe, Falls of Cruachan (request stop), Taynuilt, Connel Ferry	Class 156	190
Oban	Glasgow	Crianlarich		23545003	Connel Ferry, Taynuilt, Falls of Cruachan (request stop), Loch Awe, Dalmally, Tyndrum Lower, Crianlarich, Ardlui, Arrochar & Tarbet, Garelochhead, Helensburgh Upper, Dumbarton Central, Dalmuir	Class 156	199
Aberdeen	Inverness			23547003	Dyce, Inverurie, Insch, Huntly, Keith, Elgin, Forbes, Nairn	Class 158	147
Inverness	Aberdeen			23547003	Nairn, Forbes, Elgin, Keith, Huntly, Insch, Inverurie, Dyce	Class 158	148

1					2	3	4
<b>Service Group HA06 Strathclyde Electric</b>							
<b>Service description</b>							
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Calling Pattern</b>	<b>Specified Equipment</b>	<b>Maximum Journey Time (minutes)</b>
Glasgow Queen St	Airdrie		GSE North	13560015	High St, Bellgrove, Carntyne, Shettleston, Garrowhill, Easterhouse, Blairhill, Coatbridge Sunnyside, Coatdyke	Class 320	27
Airdrie	Glasgow Queen St		GSE North	13560015	Coatdyke, Coatbridge Sunnyside, Blairhill, Easterhouse, Garrowhill, Shettleston, Carntyne, Bellgrove, High St	Class 320	25
Glasgow Queen St	Helensburgh Central	Yoker	GSE North	13560015	Charing Cross, Partick, Hyndland, Dalmuir, Dumbarton East, Dumbarton Central, Dalreoch, Cardross, Craigendoran	Class 320	48
Helensburgh Central	Glasgow Queen St	Yoker	GSE North	13560015	Craigendorna, Cardross, Dalreoch, Dumbarton Central, Dumbarton East, Dalmuir, Hyndland, Partick, Charing Cross	Class 320	44
Glasgow Central	Ayr	Paisley Gilmour Street		13573015	Paisley Gilmour St, Johnstone, Kilwinning, Irvine, Barassie, Troon, Prestwick Int'l, Prestwick Town, Newton on Ayr	Class 334	57
Ayr	Glasgow Central	Paisley Gilmour Street		13573015	Newton on Ayr, Prestwick Town, Prestwick Int'l, Troon, Barassie, Irvine, Kilwinning, Johnstone, Paisley Gilmour St	Class 334	57



1					2	3	4
Service Group HA06 Strathclyde Electric							
Service description							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Glasgow Central	Motherwell	Bellshill	Argyle Line	13563015	Argyle Street, Bridgeton, Dalrnarnock, Rutherglen, Cambuslang, Uddingston, Bellshill	Class 334	33
Motherwell	Glasgow Central	Bellshill	Argyle Line	13563015	Bellshill, Uddingston, Cambuslang, Rutherglen, Dalrnarnock, Bridgeton, Argyle St	Class 334	30
Glasgow	Motherwell	Blantyre	Argyle Line	13563015	Argyle St, Bridgeton, Dalrnarnock, Rutherglen, Cambuslang, Newton, Blantyre, Hamilton West, Hamilton Central, Airbles	Class 334	36
Motherwell	Glasgow	Blantyre	Argyle Line	13563015	Airbles, Hamilton Central, Hamilton West, Blantyre, Newton, Cambuslang, Rutherglen, Dalrnarnock, Bridgeton, Argyle St	Class 334	36
Glasgow Central	Milngavie		Argyle Line	13563015	Anderston, Exhibition Centre, Partick, Hyndland, Anniesland, Westerton, Bearsden, Hillfoot	Class 334	29
Milngavie	Glasgow Central		Argyle Line	13563015	Hillfoot, Bearsden, Westerton, Anniesland, Hyndland, Partick, Exhibition Centre, Anderston	Class 334	29

1					2	3	4
Service Group HA06 Strathclyde Electric							
Service description							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Glasgow Central	Lanark	Bellshill	Argyle Line	13563015	Argyle Street, Bridgeton, Dalmarnock, Rutherglen, Cambuslang, Uddingston, Bellshill, Motherwell, Shieldmuir, Wishaw, Carluke	Class 334	59
Lanark	Glasgow Central	Bellshill	Argyle Line	13563015	Carluk, Wishaw, Shieldmuir, Motherwell, Bellshill, Uddingston, Cambuslang, Rutherglen, Dalmarnock, Bridgeton, Argyle St	Class 334	57
Larkhall	Glasgow		Argyle Line	13563015	Merryton, Chatelherault, Hamilton Central, Hamilton West, Blantyre, Rutherglen	Class 334	34
Glasgow	Larkhall		Argyle Line	13563015	Rutherglen, Blantyre, Hamilton West, Hamilton Central, Chatelherault, Merryton	Class 334	37
Glasgow	Gourock			13569815	Cardonald, Hillington East, Hillington West, Paisley Gilmour St, Paisley St James, Bishopton, Langbank, Woodhall, Port Glasgow, Bogston, Cartsdyke, Greenock Central, Greenock West, Fort Matilda	Class 334	53
Gourock	Glasgow			13569815	Fort Matilda, Greenock West, Greenock Central, Cartsdyke, Bogston, Port Glasgow, Woodhall, Langbank, Bishopton, Paisley St James, Paisley Gilmour St, Hillington West, Hillington East, Cardonald	Class 334	54

1					2	3	4
<b>Service Group HA07 Strathclyde Diesel</b>							
<b>Service description</b>							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Maximum Journey Time (minutes)
Glasgow Central	East Kilbride			13567015	Crossmyloof, Pollokshaws West, Thornliebank, Giffnock, Clarkston, Busby, Hairmyres	Class 156	38
East Kilbride	Glasgow Central			13567015	Hairmyres, Busby, Clarkston, Giffnock, Thornliebank, Pollokshaws West, Crossmyloof,	Class 156	38
Glasgow Queen St	Falkirk Grahamston	Cumbernauld		13561015	Springburn, Stepps, Greenfaulds, Gartcosh, Cumbernauld, Camelon	Class 170	49
Falkirk Grahamston	Glasgow Queen St	Cumbernauld		13561015	Camelon, Cumbernauld, Gartcosh, Greenfaulds, Stepps, Springburn	Class 170	48
Glasgow Central	Kilmarnock	Barrhead		13568015	Barrhead, Dunlop, Stewarton, Kilmaurs	Class 156	46
Kilmarnock	Glasgow Central	Barrhead		13568015	Kilmaurs, Stewarton, Dunlop, Barrhead	Class 156	45

### *Journey Times*

- 6.1 The Train Operator only has Firm Rights to Maximum Journey Times or Key Journey Times under this paragraph 6 in relation to Passenger Train Slots which are the subject of Firm Rights under paragraph 2.1.

### *Maximum Journey Time*

- 6.2 Subject to paragraphs 6.2.1, 6.3 and 6.4, in respect of each Service listed in column 1 of Table 6.1, the Train Operator has Firm Rights to a Journey Time not exceeding the Maximum Journey Time listed in column 4.
- 6.2.1 The Train Operator has Firm Rights to each Service listed in column 1 of Table 6.1 relating to Service HA11, provided the Services do not depart before those times listed in column 2 and do not arrive later than those times listed in column 3.
- 6.3 The Firm Rights specified in paragraph 6.2 may only be Exercised if the Train Operator's Access Proposal or Rolled Over Access Proposal for each such Service complies with:
- (a) the Calling Pattern; and
  - (b) the Specified Equipment,
- specified in columns 2 and 3 of Table 6.1.
- 6.4 In respect of any such Service, its Maximum Journey Time shall be increased or decreased (as the case may be) by an amount equal to any:
- (a) increase or decrease in the relevant sectional running times applicable as at 8 January 2010;
  - (b) increase or decrease in the relevant station dwell times applicable as at 8 January 2010; and
  - (c) increase or decrease in the relevant performance allowances, engineering recovery allowances or any other allowances,
- as such sectional running times, station dwell times or allowances are established and may change in accordance with the Applicable Engineering Access Statement and/or the Applicable Timetable Planning Rules.

Table 6.2: Fastest Key Journey Times.

1					2	3	4
<b>Service Group HA01 Express</b>							
<b>Service description</b>							
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Calling Pattern</b>	<b>Specified Equipment</b>	<b>Fastest Key Journey Time (minutes)</b>
Glasgow Queen Street	Aberdeen	Stirling		23540003	Stirling, Perth, Dundee, Carnoustie, Arbroath, Montrose	Class 170	156
Aberdeen	Glasgow Queen Street	Stirling		23540003	Montrose, Arbroath, Carnoustie, Dundee, Perth, Stirling	Class 170	158
Aberdeen	Edinburgh	Leuchars/ Kirkcaldy		23541003	Stonehaven, , Montrose, Arbroath, Dundee, Leuchars, Haymarket	Class 170	143
Edinburgh	Aberdeen	Kirkcaldy/ Leuchars		23541003	Haymarket, Dundee, Arbroath, Montrose, Stonehaven	Class 170	140
Glasgow	Edinburgh	Falkirk High		23548003	Croy, Falkirk High, Haymarket	Class 170	47
Edinburgh	Glasgow	Falkirk High		23548003	Haymarket, Falkirk High, Croy	Class 170	49
Glasgow	Edinburgh	Falkirk High		23548003	Falkirk High, Polmont, Linlithgow, Haymarket	Class 170	50
Edinburgh	Glasgow	Falkirk High		23548003	Haymarket, Linlithgow, Polmont, Falkirk High	Class 170	51

1					2	3	4
<b>Service Group HA06 Strathclyde Electric</b>							
<b>Service description</b>							
From	To	Via	Description	TSC	Calling Pattern	Specified Equipment	Fastest Key Journey Time (minutes)
Glasgow	Ayr	Paisley Gilmour Street		13573015	Paisley Gilmour St, Johnstone, Kilwinning, Irvine, Barassie, Troon, Prestwick Int'l, Prestwick Town, Newton on Ayr	Class 334	54
Ayr	Glasgow	Paisley Gilmour Street		13573015	Newton on Ayr, Prestwick Town, Prestwick Int'l, Troon, Barassie, Irvine, Kilwinning, Johnstone, Paisley Gilmour St	Class 334	54

*Fastest Key Journey Time*

- 6.5 Subject to paragraph 6.6, in respect of at least one Passenger Train Slot per Weekday for each Service specified in column 1 of Table 6.2, the Train Operator has Firm Rights to a Journey Time not exceeding the corresponding Fastest Key Journey Time in column 4.
- 6.6 The Firm Rights specified in paragraph 6.5 may only be Exercised if:
- | (a) the Train Operator's Access Proposal or Rolled Over Access Proposal in respect of the Weekday in question contains at least three Passenger Train Slots which include the characteristics specified in Table 6.2; and
  - | (b) the Train Operator's Access Proposal or Rolled Over Access Proposal complies with the Calling Pattern and using the Specified Equipment set out in columns 2 and 3 of Table 6.2 respectively.

Table 6.3: Maximum Key Journey Times.

1					2	3	4
<b>Service Group HA01 Express</b>							
<b>Service description</b>							
<b>From</b>	<b>To</b>	<b>Via</b>	<b>Description</b>	<b>TSC</b>	<b>Calling Pattern</b>	<b>Specified Equipment</b>	<b>Maximum Key Journey Time (minutes)</b>
Edinburgh Waverley	Inverness	Kirkcaldy, Aviemore	1.27	23549003	Haymarket, Inverkeithing, Kirkcaldy, Markinch Ladybank, Perth, Dunkeld, Pitlochry, Blair Atholl, Dalwhinnie, Newtonmore, Kingussie, Aviemore, Carrbridge	Class 170	220
Inverness	Edinburgh Waverley	Kirkcaldy, Aviemore	1.29	23549003	Carrbridge, Aviemore, Kingussie, Newtonmore, Dalwhinnie, Blair Atholl, Pitlochry, Dunkeld, Perth, Markinch, Kirkcaldy, Haymarket	Class 170	220
Glasgow Queen Street	Inverness	Stirling, Aviemore	1.22	23549003	Stirling, Dunblane, Gleneagles, Perth, Dunkeld & Birnam, Pitlochry, Blair Atholl, Dalwhinnie, Newtonmore, Kingussie Aviemore, Carrbridge,	Class 170	205
Inverness	Glasgow Queen Street	Aviemore, Stirling	1.25	23549003	Carrbridge, Aviemore, Kingussie, Newtonmore, Dalwhinnie, Blair Atholl, Pitlochry, Dunkeld & Birnam, Perth, Gleneagles, Dunblane, Stirling,	Class 170	210



### *Maximum Key Journey Time*

6.7 Subject to paragraph 6.8, in respect of each of the Services specified in column 1 of Table 6.3, the Train Operator has Firm Rights to a Journey Time in the Weekday Working Timetable not exceeding the corresponding Maximum Key Journey Time in column 4.

6.8 The Firm Rights specified in paragraph 6.7 may only be Exercised if the Train Operator's Access Proposal or Rolled Over Access Proposal for the Services in question complies with:

- (a) the Calling Pattern specified in column 2; and
- (b) the Specified Equipment specified in column 3.

## **7 Provisions applicable to Journey Time protection**

### *Restriction on changes to Engineering Access Statement and Timetable Planning Rules*

7.1 In relation to the Applicable Engineering Access Statement and the Applicable Timetable Planning Rules:

- (a) Network Rail shall not propose or agree to any amendments to the Applicable Engineering Access Statement or the Applicable Timetable Planning Rules which would prevent it from Scheduling a Journey Time in the Weekday and Saturday Working Timetable:
  - (i) which is equal to or less than the Fastest Key Journey Time specified for at least one Passenger Train Slot for each of the Key Journeys specified in Table 6.2 in respect of each Weekday; and
  - (ii) which is equal to or less than the relevant Maximum Key Journey Time specified for every Passenger Train Slot consistent with each Key Journey of the type specified in Table 6.3;
- (b) paragraph 7.1(a) shall not apply in relation to any such amendment which is proposed by the Train Operator or effected pursuant to the order of an appeal body under Part D of the Network Code or any other competent tribunal; and
- (c) Network Rail shall not be in breach of paragraph 7.1(a) to the extent that the failure to Schedule any Journey Time in accordance with paragraph 7.1(a)(i) or (ii) is the result of any Network Rail Restriction of Use, Competent Authority Restriction of Use or Operator Restriction of Use (as these terms are defined in or for the purposes of Part 3 of Schedule 4).

### *Network Change*

7.2 If:

- (a) in any Timetable Period, 90 per cent or more of train movements which:
    - (i) are Scheduled in that Timetable Period; and
    - (ii) are Services to which in each case a Key Journey Time applies,
 exceed the applicable Scheduled Journey Time; and
  - (b) the failure of such train movements to achieve those Scheduled Journey Times is attributable to the condition or operation of the Network,
- then a Network Change within the meaning of paragraph (iii) of the definition of Network Change shall be treated as having occurred and the provisions of Part G of the Network Code shall apply:
- (i) as if such Network Change had been proposed by Network Rail; and
  - (ii) as if the revisions to Key Journey Times agreed under paragraph 7.3, or determined under paragraph 7.4, subject to any modification under paragraph 7.10, constitute the scope of the relevant Network Change,
- and compensation shall be payable to the Train Operator accordingly.

#### *Agreement of revised Key Journey Time*

- 7.3 If under paragraph 7.2 a Network Change is treated as having occurred, the parties will try to agree a revised Key Journey Time for each Key Journey affected by such Network Change. Any agreed revisions to Key Journey Time(s) will be incorporated into Table 6.2, as the case may be.

#### *Referral to ADRR*

- 7.4 If the parties fail to agree such revised Key Journey Time(s) within 3 months of the request of either party for revision of the relevant Key Journey Time(s), either party may refer the matter for resolution in accordance with the ADRR. The parties shall agree in a Procedure Agreement, as defined in the ADRR, that in performing its function the relevant ADRR Forum must have regard to the following criteria:
- (a) Key Journey Times should be as short as is compatible with the development of a safe, reliable and robust timetable; and
  - (b) any relevant criteria which may have been published by ORR.

#### *Provisions applicable to Key Journeys and Maximum Journey Times*

- 7.5 A Journey Time Review Notice is a notice given to the parties by ORR:
- (a) requiring them to enter into negotiations in good faith to vary such Journey Times set out in Tables 6.1 or 6.2 as are specified in the notice;
  - (b) after consultation with the parties, the Scottish Ministers and such other persons as it considers appropriate; and
  - (c) containing its reasons for giving it.

- 7.6 As soon as reasonably practicable after the service of a Journey Time Review Notice, the parties shall begin and in good faith diligently pursue the negotiations in question.
- 7.7 If the parties reach agreement on the variations in question, they shall send a copy of them to ORR for its consent, together with a note of the reasons for them and an explanation of how they are consistent with its statutory duties.
- 7.8 If the parties fail to reach agreement on the variations in question within 45 days of the giving of a Journey Time Review Notice, either party may refer the matter for resolution in accordance with the ADRR. In such a case, the parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum shall reach a determination that is fair and reasonable on the basis of the following criteria:
- (i) Journey Times should be as short as is compatible with the development of a safe, reliable and robust timetable;
  - (ii) any relevant criteria which may have been published by ORR; and
  - (iii) the reasons for the service of the Journey Time Review Notice given by ORR in that notice.

*Requirement for Office of Rail Regulation's consent*

- 7.9 Subject to paragraph 7.10, a variation:
- (a) agreed under paragraph 7.3;
  - (b) agreed or determined as an outcome of a referral for resolution in accordance with the ADRR under any of the provisions of this paragraph 7; or
  - (c) agreed under paragraph 7.7;
- shall have effect:
- (i) only if ORR has given its consent to it; and
  - (ii) from such date as is specified in that consent.

*Office of Rail Regulation's Modification Notice*

- 7.10 A Modification Notice is a notice given to the parties by ORR:
- (a) specifying the changes which ORR requires be made to the proposed variations which have been:
    - (i) agreed under paragraph 7.3;
    - (ii) agreed or determined as an outcome of a referral for resolution in accordance with the ADRR under any of the provisions of this paragraph 7; or
    - (iii) specified in an agreement of the kind referred to in paragraph 7.7;
  - (b) after consultation with the parties, the Scottish Ministers and such other persons as it considers appropriate; and
  - (c) containing its reasons for giving it.

- 7.11 If a Modification Notice is given, this contract will have effect with the variations referred to in paragraph 7.10(a) as modified in accordance with the terms of the notice.

*Office of Rail Regulation's notice for substitution of date/period*

- 7.12 ORR shall be entitled, by notice to the parties and the Scottish Ministers, to substitute for any date or period specified in paragraph 7.8, a date which is not more than 180 days later, or a period which is not more than 180 days longer, than that so specified.

*Requirements for notice under paragraph 7.12*

- 7.13 No notice under paragraph 7.12 may be given unless:
- (a) ORR has consulted the parties and the Scottish Ministers ;
  - (b) ORR has taken into account any representations or objections which have been made to it within such period as it has specified for the purpose; and
  - (c) where the notice is given after the date or the expiry of the period to which it relates, it is given no later than 30 days after such date or expiry.

## **8      Other rights**

### *8.1      Platform rights*

Not Used.

*Table 8.2: Connections.*

Not Used

*Table 8.3: Departure time ranges.*

Not Used

*Table 8.4: Stabling facilities*

1	2	3
Stabling facility	Time available	Specified Equipment
Aberdeen Station	<sup>1</sup> Overnight 27 DMU vehicles	Class 158, 170 DMU
Carlisle Station	<sup>1</sup> Overnight 8 DMU vehicles	Class 156 DMU
Dundee Station	<sup>1</sup> Overnight 12 DMU vehicles ( 0001 to 2359 Monday - Saturday )	Class 158, Class 170 DMU
Dundee Station Sidings	0001 to 2359 daily – 12 DMU vehicles	Class 156, 158, 170 DMU
Edinburgh Waverley Station	1Overnight - 41 EMU/DMU vehicles Daytime weekend stabling - 12 EMU/DMU vehicles	Class 156, 158, 170 DMU, Class 322 EMU
Inverness Station	Overnight 2 x DMU vehicles Saturday night only	Class 158, 170 DMU
Perth Station	<sup>1</sup> Overnight 24 DMU vehicles	Class 156, 158, 170 DMU
Perth Carriage Sidings	0001 to 2359 daily – 21 DMU vehicles	Class 156, 158, 170 DMU

<sup>1</sup>Terminal platforms only.

*Table 8.5: Turnaround times.*

Not Used



*Table 8.6: Quantum of Additional Calls.*

Not Used

Table 8.7: Specification for First ScotRail Anglo-Scottish Overnight Service

1					2		3	
Service Group HA11: Anglo-Scottish Overnight								
Service description								
Ref	From	To	TSC	Note	Not Depart before	to Train platform later than in no	Not to Arrive After	Train to remain in platform until
1	Glasgow Central	Euston	23551003		23:30 M-F 23:00 Sun	22:00	07:30	08:00 or 10 minutes after actual arrival if later.
2	Edinburgh Waverley	Euston	23552003	Joins with 1 at Carstairs	23:30 M-F 23:00 Sun	22:30 M-F 22:00 Sun	07:30	08:00 or 10 minutes after actual arrival if later.
3	Euston	Glasgow Central	23551003		23:30 M-F 23:00 Sun	22:00	07:30	08:00 or 10 minutes after actual arrival if later.
4	Euston	Edinburgh Waverley	23552003	Splits from 3 at Carstairs	23:30 M-F 23:00 Sun	22:00	07:30	08:00 or 10 minutes after actual arrival if later.
5	Inverness	Euston	23553003		20:30 M-F 20:00 Sun	19:15	08:00 M-F 08:15 Sat	08:00 or 10 minutes after actual arrival if later
6	Aberdeen	Euston	23554003	Joins with 5 at Edinburgh Waverley	21:30 M-F 21:15 Sun	20:15	08:00 M-F 08:15 Sat	08:00 or 10 minutes after actual arrival if later
7	Fort William	Euston	23555003	Joins with 5 at Edinburgh Waverley	19:30 M-F 19:00 Sun	18:40	08:00 M-F 08:15 Sat	08:00 or 10 minutes after actual arrival if later
8	Euston	Inverness	23553003		21:00 M-F 20:30 Sun	20:00	09:00	08:00 or 10 minutes after actual arrival if later

1					2		3	
Service Group HA11: Anglo-Scottish Overnight								
Service description								
Ref	From	To	TSC	Note	Not Depart before	to Train platform later than in no	Not to Arrive After	Train to remain in platform until
9	Euston	Aberdeen	23554003	Splits from 8 at Edinburgh Waverley	21:00 M-F 20:30 Sun	20:00	08:00	08:00 or 10 minutes after actual arrival if later
10	Euston	Fort William	23555003	Splits from 8 at Edinburgh Waverley	21:00 M-F 20:30 Sun	20:00	10:30	08:00 or 10 minutes after actual arrival if later.

*Specification for First ScotRail Anglo-Scottish Overnight Service*

- 8.9 The operator has firm rights to the Anglo Scottish service schedule in accordance with the details contained in table 8.7.

## 9 West Coast Route Modernisation

### *Application of paragraph*

- 9.1 This paragraph 9 shall apply in respect of the Undetermined Capacity Period in relation to the following Service Groups described in this Schedule 5:

Service Group HA02	Service 564: Edinburgh – Shotts – Motherwell
East Coast Locals	Service 584: North Berwick – Edinburgh – Glasgow (excluding North Berwick to Edinburgh trains)
Service Group HA03	Service 580: Glasgow/Stranraer – Carlisle – Newcastle
South West Services	
Service Group HA06	Service 563: Argyle Line
Strathclyde Electrics	
Service Group HA07	Service 564: Glasgow – Shotts
Strathclyde Diesels	Service 566: Glasgow – Whifflet
Service Group HA11	Service 551: London – Glasgow and Edinburgh
Anglo – Scottish Overnight	Service 553: London – Aberdeen / Inverness / Fort William

### *Notice to be given by Network Rail*

- 9.2 If there are reasonable grounds for believing that it is necessary to make a modification to this contract to avoid Network Rail necessarily being in breach of any track access contract between Network Rail and West Coast Trains Limited, Network Rail shall give notice to that effect to the Train Operator and ORR.

### *Contents of notice*

- 9.3 A notice given under paragraph 9.2 shall contain:
- (a) a statement of the circumstances which give rise to it;
  - (b) a statement of the likely extent, commencement and duration of these circumstances;
  - (c) Proposals to modify this contract in accordance with paragraph 9.5; and
  - (d) the reasons for the Proposals.

#### *Timing of notice*

- 9.4 A notice under paragraph 9.2 shall be given by Network Rail as soon as reasonably practicable after Network Rail has, or should with the exercise of reasonable diligence have, formed the belief referred to in paragraph 9.2 and is reasonably able to make an informed assessment of the extent of any necessary modifications to this contract.

#### *Modification Criteria*

- 9.5 The Proposals:
- (a) may only include modifications to this contract to the extent that they are necessary to avoid Network Rail necessarily being in breach of any contract between Network Rail and West Coast Trains Limited; and
  - (b) shall, having due regard to the Decision Criteria, provide the Train Operator with the best available alternative rights, being alternative rights which have the least detrimental effect on the Train Operator.

#### *Train Operator's response to Proposals*

- 9.6 No later than 10 Working Days following receipt by the Train Operator of any Proposals, the Train Operator shall, to the extent that it does not agree with the Proposals, make written representations to Network Rail setting out the amendments which it proposes in respect of the Proposals, together with the reasons for its proposed amendments.

#### *Network Rail's response*

- 9.7 No later than 5 Working Days following receipt of the Train Operator's representations pursuant to paragraph 9.6, Network Rail shall:
- (a) to the extent that it accepts any of the amendments proposed by the Train Operator to the Proposals, amend the Proposals; and
  - (b) submit to the Train Operator the Proposals (as amended pursuant to paragraph 9.7(a)) together with a statement of the reasons why any amendments proposed by the Train Operator to the Proposals have not been accepted.

#### *No representations made*

- 9.8 If the Train Operator does not make any representations pursuant to paragraph 9.6, Network Rail shall submit to ORR the Proposals and Network Rail shall request ORR (with a copy by written notice to the parties) either to:
- (a) consent to the Proposals; or
  - (b) refuse to consent to the Proposals, setting out guidance to the parties on the changes required in order that ORR would be minded to give its consent.

*The Train Operator's counter response*

- 9.9 No later than 5 Working Days following receipt by the Train Operator from Network Rail of the Proposals (as amended pursuant to paragraph 9.7(a)), the Train Operator shall, to the extent that it does not agree with the Proposals (as amended by Network Rail pursuant to paragraph 9.7(a)), make written representations to Network Rail setting out the amendments which it proposes in respect of those Proposals, together with its reasons for its proposed amendments.

*Submission to the Office of Rail Regulation*

- 9.10 No later than 5 Working Days following receipt by Network Rail of the Train Operator's representations pursuant to paragraph 9.9 or (if the Train Operator does not make any representations) no later than 10 Working Days following receipt by the Train Operator from Network Rail of the Proposals (as amended pursuant to paragraph 9.7(a)), Network Rail shall submit to ORR the Proposals (as amended pursuant to paragraph 9.7(a)) and the written representations (if any) made by the Train Operator pursuant to paragraph 9.9 and Network Rail shall request ORR (by written notice to the parties) either to:

- (a) consent to the Proposals (as amended pursuant to paragraph 9.7(a)); or
- (b) refuse to consent to the Proposals (as amended pursuant to paragraph 9.7(a)), setting out guidance to the parties on the changes required in order that ORR would be minded to give its consent.

*Consequences of Office of Rail Regulation's refusal*

- 9.11 If ORR refuses to consent to any Proposals submitted to it pursuant to paragraph 9.8 or 9.10, then within 7 Working Days of such refusal Network Rail may, following further consultation with the Train Operator, submit to ORR revised Proposals which give effect to ORR's guidance issued under paragraph 9.8(b) or 9.10(b) and request ORR (with a copy by written notice to the parties) either to:

- (a) consent to the revised Proposals; or
- (b) refuse to consent to the revised Proposals, setting out guidance to the parties on the changes required in order that ORR would be minded to give its consent.

*Refusal to consent to revised Proposals*

- 9.12 If ORR refuses to consent to any revised Proposals submitted to it pursuant to paragraph 9.11 or this paragraph 9.12, then within 7 Working Days of such refusal Network Rail may, following further consultation with the Train Operator, submit to ORR revised Proposals which give effect to any guidance previously given by ORR in that regard and request ORR (by written notice to the parties) either to:

- (a) consent to the revised Proposals; or

- (b) refuse to consent to the revised Proposals, setting out guidance to the parties on the changes required in order that ORR would be minded to give its consent.

*Office of Rail Regulation's consent*

- 9.13 If ORR consents to a Proposal, the modifications comprised in the Proposal will have effect and the terms of this contract shall be modified accordingly.

*Subsequent adjustment*

- 9.14 If at any time there are reasonable grounds for believing that any modifications to this contract to which ORR has consented pursuant to paragraphs 9.8, 9.10, 9.11 or 9.12 are not necessary to avoid Network Rail necessarily being in breach of any track access contract between Network Rail and West Coast Trains Limited, Network Rail shall give notice to that effect to the Train Operator and ORR and the provisions of paragraphs 9.3 to 9.13 shall apply in respect of that notice.

*No compensation payable in respect of modifications to this contract*

- 9.15 The Train Operator shall have no claim against Network Rail for compensation in relation to any loss or damage suffered by the Train Operator under this contract as a result of modifications made to this contract pursuant to this paragraph 9.

*Calculation of other compensation*

- 9.16 For the purposes of calculating any compensation under paragraph 3.2 (a) of Part 3 of Schedule 4 which may be payable during the Undetermined Capacity Period by Network Rail to the Train Operator in relation to the Passenger Train Slots applicable to the Service Group listed in paragraph 9.1, the Corresponding Day for the purposes of paragraphs (a) and (b) of the definition in paragraph 1.1 of Schedule 4 shall mean such day which falls within the Undetermined Capacity Period as may be agreed between the parties. Paragraph 6.2 of Part 3 of Schedule 4 shall apply if the parties fail to agree such day.



**THIS IS SCHEDULE 6 REFERRED TO IN THE FOREGOING CONTRACT  
BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST  
SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND  
PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 6: EVENTS OF DEFAULT, SUSPENSION AND TERMINATION**

**1 Events of Default**

*1.1 Train Operator Events of Default*

The following are Train Operator Events of Default:

- (a) the Train Operator ceases to be authorised to be the operator of trains for the provision of the Services by a licence granted under section 8 of the Act unless it is exempt from the requirement to be so authorised under section 7 of the Act;
- (b) an Insolvency Event occurs in relation to the Train Operator or the Franchisee;
- (c)
  - (i) any breach by the Train Operator of this contract, its Safety Obligations or any of the Collateral Agreements; or
  - (ii) any event or circumstance which is reasonably likely to result in any such breach,  
which, by itself or taken together with any other such breach, event or circumstance, Network Rail reasonably considers constitutes a threat to the safe operation of any part of the Network;
- (d) any Track Charges or other amount due by the Train Operator to Network Rail under this contract remain unpaid for more than 7 days after their due date;
- (e) any breach of this contract or any material breach of any of the Collateral Agreements by the Train Operator which, by itself or taken together with any other such breach, results, or is likely to result, in material financial loss to Network Rail;
- (f) any breach of this contract or any material breach of any of the Collateral Agreements by the Train Operator which, by itself or taken together with any other such breach, results, or is likely to result, in material disruption to train operations of other train operators; and
- (g) the Franchise Agreement is terminated.

*1.2 Notification*

The Train Operator shall notify Network Rail promptly on becoming aware of the occurrence of a Train Operator Event of Default.

### *1.3 Network Rail Events of Default*

The following are Network Rail Events of Default:

- (a) Network Rail ceases to be authorised to be the operator of that part of the Network comprising the Routes by a licence granted under section 8 of the Act unless exempt from the requirement to be so authorised under section 7 of the Act;
- (b) an Insolvency Event occurs in relation to Network Rail;
- (c)
  - (i) any breach by Network Rail of this contract, its Safety Obligations or any of the Collateral Agreements; or
  - (ii) any event or circumstance which is reasonably likely to result in any such breach,  
  
which, by itself or taken together with any other such breach, event or circumstance the Train Operator reasonably considers constitutes a threat to the safe operation of the Services or any Ancillary Movements; and
- (d) any breach of this contract or any material breach of any of the Collateral Agreements by Network Rail which, by itself or taken together with any other such breach, results, or is likely to result, in material financial loss to the Train Operator.

### *1.4 Notification*

Network Rail shall notify the Train Operator promptly on becoming aware of the occurrence of a Network Rail Event of Default.

## **2 Suspension**

### *2.1 Right to suspend*

- 2.1.1 Network Rail may serve a Suspension Notice where a Train Operator Event of Default has occurred and is continuing.
- 2.1.2 The Train Operator may serve a Suspension Notice where a Network Rail Event of Default has occurred and is continuing.

### *2.2 Contents of Suspension Notice*

A Suspension Notice shall specify:

- (a) the nature of the relevant Event of Default;
- (b) the date and time at which suspension is to take effect;
- (c) in the case of a Suspension Notice served on the Train Operator, reasonable restrictions imposed while the Suspension Notice is in force on the

permission to use the Routes or any parts of them or any other part of the Network;

- (d) in the case of a Suspension Notice served on Network Rail, details of any necessary suspension of the Services; and
- (e) whether the party serving the Suspension Notice reasonably considers that the Event of Default is capable of remedy, and where the Event of Default is capable of remedy:
  - (i) the steps reasonably required to remedy the Event of Default; and
  - (ii) a reasonable grace period for the defaulting party to remedy it (where the Event of Default which has occurred is a failure to pay Track Charges or other amount due, 7 days shall be a reasonable grace period).

### *2.3 Effect of Suspension Notice served by Network Rail*

Where Network Rail has served a Suspension Notice on the Train Operator:

- (a) the Train Operator shall comply with any reasonable restrictions imposed on it by the Suspension Notice;
- (b) the Suspension Notice shall remain in full force and effect in accordance with its terms until it has been revoked either in whole or in part by notice from Network Rail to the Train Operator under paragraph 2.5.4;
- (c) service of the Suspension Notice shall not affect the Train Operator's continuing obligation to pay the Track Charges; and
- (d) service of the Suspension Notice shall not affect the Train Operator's Firm Rights (as defined in Schedule 5) for the purposes of Part D of the Network Code.

### *2.4 Effect of a Suspension Notice served by the Train Operator*

Where the Train Operator has served a Suspension Notice on Network Rail:

- (a) it shall have the effect of suspending the Train Operator's permission to use the Routes to provide the Services to the extent specified in the Suspension Notice;
- (b) in relation to Services suspended by the Suspension Notice, the amount of the Fixed Track Charge (as that term is defined in Schedule 7) shall be abated on a daily basis by an amount equal to the proportion of passenger Vehicle Miles (as that term is defined in Schedule 7) not run on any day due to the suspension divided by the passenger Vehicle Miles (as that term is defined in Schedule 7) timetabled for the Corresponding Day to that day (as that term is defined and determined under Part 3 of Schedule 4), as multiplied by the daily amount of the Fixed Track Charge (as so defined);

- (c) the Suspension Notice shall remain in full force and effect in accordance with its terms until it has been revoked either in whole or in part by notice from the Train Operator to Network Rail under paragraph 2.5.4; and
- (d) the service of the Suspension Notice shall not affect the Train Operator's Firm Rights (as defined in Schedule 5) for the purposes of Part D of the Network Code.

## 2.5 *Suspension to be proportionate to breach*

2.5.1 A Suspension Notice served under paragraph 2.3 in respect of any of the Train Operator Events of Default specified in paragraphs (a) and (c) to (f) (inclusive) of paragraph 1.1 shall, so far as reasonably practicable, apply only to the:

- (a) railway vehicles;
- (b) Services;
- (c) Routes; and
- (d) categories of train movements or railway vehicles,

(or (as the case may be) parts or part of them) to which the relevant Train Operator Event of Default relates.

2.5.2 A Suspension Notice served under paragraph 2.4 in respect of any of the Network Rail Events of Default specified in paragraphs 1.3(a), (c) and (d) shall, so far as reasonably practicable, apply only to the:

- (a) railway vehicles;
- (b) Services;
- (c) Routes; and
- (d) categories of train movements or railway vehicles,

(or (as the case may be) parts or part of them) to which the relevant Network Rail Event of Default relates.

2.5.3 The party served with a Suspension Notice which specifies an Event of Default which is capable of remedy shall:

- (a) with all reasonable diligence, take such steps as are specified in the Suspension Notice to remedy the Event of Default; and
- (b) keep the party serving the Suspension Notice fully informed of the progress which is being made in remedying the Event of Default.

2.5.4 Where a party served with a Suspension Notice has complied with its obligations under paragraph 2.5.3 (whether in whole or in part) and it is reasonable for the suspension effected by the Suspension Notice to be revoked (whether in whole or in part), the party which served the Suspension Notice shall revoke the suspension to that extent. Such revocation shall be effected as soon as practicable after the

remedy in question by notice to the other party specifying the extent of the revocation and the date on which it is to have effect.

### **3 Termination**

#### *3.1 Network Rail's right to terminate*

Network Rail may serve a Termination Notice on the Train Operator:

- (a) where the Train Operator fails to comply with any material restriction in a Suspension Notice;
- (b) where the Train Operator fails to comply with its obligations under paragraph 2.5.3;
- (c) where the Train Operator Event of Default specified in paragraph 1.1(a) has occurred and is continuing; or
- (d) where the Train Operator Event of Default specified in a Suspension Notice served by Network Rail is not capable of being remedied and three months have elapsed from the service of that Suspension Notice.

#### *3.2 Train Operator's right to terminate*

The Train Operator may serve a Termination Notice on Network Rail:

- (a) where Network Rail fails to comply with its obligations under paragraph 2.5.3;
- (b) where the Network Rail Event of Default specified in paragraph 1.3(a) has occurred and is continuing; or
- (c) where the Network Rail Event of Default specified in a Suspension Notice served by the Train Operator is not capable of being remedied and three months have elapsed from the service of that Suspension Notice.

#### *3.3 Contents of Termination Notice*

A Termination Notice shall specify:

- (a) the nature of the relevant Event of Default;
- (b) a date and time, which shall be reasonable in the circumstances, at which termination is to take effect; and
- (c) whether the party serving the Termination Notice reasonably considers that the Event of Default is capable of remedy, and where the relevant Event of Default is capable of remedy:
  - (i) the steps which the party serving the Termination Notice believes are reasonably required to remedy the Event of Default; and

- (ii) a reasonable grace period within which such steps may be taken (where the Event of Default is a failure of the Train Operator to pay Track Charges or other amounts due, 7 days is a reasonable grace period).

#### *3.4 Effect of Termination Notice*

Where Network Rail or the Train Operator has served a Termination Notice on the other:

- (a) the service of the Termination Notice shall not affect the parties' continuing obligations under this contract up to the date of termination, which date shall be determined in accordance with paragraph 3.4(c);
- (b) the party which has served the Termination Notice shall withdraw it by notice to the other party, upon being reasonably satisfied that the relevant Event of Default has been remedied; and
- (c) this contract shall terminate on the later of:
  - (i) the date and time specified in the Termination Notice for the contract to terminate (or such later date and time as the party which served the Termination Notice notifies to the other before the date and time so specified); and
  - (ii) the date on which a copy of the Termination Notice is given to ORR.

### **4 Consequence of termination**

#### *4.1 Directions regarding location of Specified Equipment*

Immediately before, upon or following termination or expiry of this contract, the Train Operator shall comply or procure compliance with all reasonable directions given by Network Rail concerning the location of the Specified Equipment.

#### *4.2 Failure to comply with directions*

If the Train Operator fails to comply with any directions given under paragraph 4.1, Network Rail shall be entitled to remove from the Network or Stable any Specified Equipment left on the Network or to instruct a third party to do so and any reasonable costs incurred by Network Rail in taking such steps shall be paid promptly by the Train Operator.

#### *4.3 Evidence of costs*

Network Rail shall provide such evidence of such costs as are referred to in paragraph 4.2 as the Train Operator shall reasonably request.

**THIS IS SCHEDULE 7 REFERRED TO IN THE FOREGOING CONTRACT BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 7: TRACK CHARGES**

**PART 1: INTERPRETATION**

**1 Definitions**

In Parts 1-8 inclusive, unless the context otherwise requires:

<b>“2008 Final Determinations”</b>	means the document entitled “Periodic Review 2008: Determination of Network Rail’s outputs and funding for 2009-14” and published by ORR on 30 October 2008;
<b>“access charges review”</b>	has the meaning ascribed to it by Schedule 4A to the Act;
<b>“AC System”</b>	means the alternating current system of electricity traction supply on the Network;
<b>“Additional Permitted Charges”</b>	means the charges specified in paragraph 2 of Part 5;
<b>“Adjusted Interest Cover Ratio”</b>	means the value of AICR derived from the formula set out in paragraph 2.1.1(c) of Part 7;
<b>“Aggregate Fixed Charges”</b>	means, in any Relevant Year $t$ , the sum of the values of $F_t$ under paragraph 1 of Part 2 and the corresponding provisions of each other relevant access agreement;
<b>“Basic Value”</b>	has the meaning ascribed to it in paragraph 1.1(a) of Part 3A;
<b>“Capacity Charge”</b>	means a variable charge, calculated in accordance with paragraph 6 of Part 2;
<b>“DC System”</b>	means the direct current system of electricity traction supply on the Network;
<b>“Default Train Consist Data”</b>	means the data listed in Appendix 7C as amended from time to time in accordance with paragraph 10.4 of Part 2;
<b>“EC4T Metering Rules”</b>	means the document known as the EC4T Metering Rules;

<b>“Efficiency Benefit Share”</b>	means the amount determined in accordance with paragraph 3.2 of Part 2;
<b>“Electrification Asset Usage Charge”</b>	means an annual charge for electrification asset usage, calculated in accordance with paragraph 8 of Part 2;
<b>“excluded change”</b>	means, in relation to paragraph 2.1.1(a) of Part 7, a change to the arrangements established between Network Rail and any other person in respect of the payment of any amount under sections 6 or 8 of the Railways Act 2005;
<b>“Fixed Track Charge”</b>	means a fixed annual charge, calculated in accordance with paragraphs 1 and 2 of Part 2;
<b>“Fixed Track Charge Indexation”</b>	has the meaning ascribed to it in paragraph 2 of Part 2;
<b>“Geographic Area g”</b>	means, for the purposes of performing the calculations set out in paragraphs 4 and 5 of Part 2, the relevant geographic section of the Network as set out in Appendix 7B;
<b>“Grant Agreement”</b>	means the Agreement as to Network Grant made on or about 18 December 2008 between the Scottish Ministers and Network Rail;
<b>“Grant Amount”</b>	has the meaning ascribed to it in paragraph 1.2 of Part 3A;
<b>“Gross Tonne Mile”</b>	in relation to a train, means a mile travelled on the Network, by each tonne of the aggregate weight of the train in question;
<b>“kWh”</b>	means kilowatt hours;
<b>“List of Capacity Charge Rates”</b>	means the document entitled “List of Capacity Charge Rates” published by Network Rail on or about 18 December 2008;
<b>“Network Rail Rebate”</b>	has the meaning ascribed to it in paragraph 7.1 of Part 2;



<b>“On-Train Meter”</b>	means a meter or other device or technology which complies with all relevant industry standards (to the extent that such standards are applicable to the Train Operator) which measures a train's actual consumption of electricity, geographic location and, where relevant, electricity generated by braking in accordance with such standards and <b>"On-Train Metering"</b> shall be construed accordingly;
<b>“On-Train Meter Tolerance”</b>	means, for the purposes of performing the calculations set out in paragraphs 4 and 5 of Part 2, the relevant On-Train Meter tolerance as set out in appendix 4 of the EC4T Metering Rules;
<b>“Payment Date”</b>	has the meaning ascribed to it in paragraph 1.1(b) of Part 3A;
<b>“Period”</b>	has the meaning ascribed to it in Schedule 8;
<b>“Power Factor Correction”</b>	means, for the purposes of performing the calculations set out in paragraphs 4 and 5 of Part 2, the relevant power factor correction as set out in appendix 2 of the EC4T Metering Rules;
<b>“Rebatable Amount”</b>	has the meaning ascribed to it in paragraph 7.2 of Part 2;
<b>“relevant access agreement”</b>	<p>means an access agreement under which any of the following persons obtains permission from Network Rail to use the Network:</p> <ul style="list-style-type: none"> <li>(a) a franchise operator; or</li> <li>(b) a concession operator within the meaning of the Merseyrail Electrics Network Order 2003; or</li> <li>(c) a TfL concessionaire within the meaning of the Railways (North and West London Lines) Exemption Order 2007; or</li> <li>(d) any other person who benefits from a franchise exemption (within the meaning of section 24(13) of the Act) in relation to services for the carriage of passengers by railway; or</li> </ul>

- (e) a relevant franchising authority (as defined in section 30(3B) of the Act) or a person providing services for the carriage of passengers by railway on behalf of a relevant franchising authority under section 30 of the Act;

**“Relevant Year”**

means a year commencing at 0000 hours on 1 April and ending at 2359 hours on the following 31 March; “Relevant Year t” means the Relevant Year for the purposes of which any calculation falls to be made; “Relevant Year t-1” means the Relevant Year preceding Relevant Year t; and similar expressions shall be construed accordingly;

**“Retail Prices Index”**

means the general index of retail prices published by National Statistics each month in respect of all items or:

- (a) if the index for any month in any year shall not have been published on or before the last day of the third month after such month, such index for such month or months as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances; or
- (b) if there is a material change in the basis of the index, such other index as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances;

**“route type k”**

means route type k as identified by type of electrification (OLE or DC) in the Track Usage Price List;

**“Schedule of Fixed Charges”**

means the document entitled “Fixed Track Charges Schedule” published by Network Rail on or about 18 December 2008;

**“Scottish Grant Compensation Amount”**

has the meaning ascribed to it in paragraph 3.2 of Part 3A;

**“Scottish Grant Dilution”**

has the meaning ascribed to it in paragraph 2.1 of Part 3A;

**“Scottish Grant Dilution Date”**

has the meaning ascribed to it in paragraph 2.2 of Part 3A;

**“Service Coded Group”**

has the meaning ascribed to it in paragraph 6 of Part 2;

<b>“tariff band”</b>	means the tariff zone and time band in which the train in question is operated;
<b>“Track Usage Price List”</b>	means the document entitled “Track Usage Price List” published by Network Rail on or about 18 December 2008;
<b>“Traction Electricity Charge”</b>	means a variable charge for traction current calculated in accordance with paragraph 4 of Part 2;
<b>“Traction Electricity Consumption Rates List”</b>	means the document entitled “Traction Electricity Consumption Rates List” published by Network Rail on or about 18 December 2008 and specifying freight and passenger traction electricity consumption rates by train category i;
<b>“train category”</b>	means train type i used on the relevant route;
<b>“Train Consist Data”</b>	means the information relating to the number(s) and type(s) of railway vehicle comprised in a train movement;
<b>“Train Mile”</b>	in relation to a train, means a mile travelled by that train on the Network;
<b>“Transmission and Distribution Loss Factor”</b>	means, for the purposes of performing the calculations set out in paragraphs 4 and 5 of Part 2, the relevant transmission and distribution loss factor for the AC System or the DC System in Geographical Area g, as set out in appendix 3 of the EC4T Metering Rules;
<b>“Variable Charge”</b>	means the Variable Track Usage Charges and, where the context admits, Traction Electricity Charges;
<b>“Variable Track Usage Charge”</b>	means a variable charge, calculated in accordance with paragraph 3 of Part 2;
<b>“Vehicle Mile”</b>	in relation to a railway vehicle, means a mile travelled by that vehicle on the Network; and
<b>“Weekday”</b>	has the meaning ascribed to it in paragraph 1.1 of Schedule 5.

## 2 Interpretation

The provisions of Clause 1.2(e) of this contract shall not apply to any references to the Grant Agreement in this Schedule 7.

## PART 2: TRACK CHARGES

### 1 Principal formula

During each Relevant Year (and, in respect of  $F_t$ , prorated for each day of any period of this contract comprising less than a full Relevant Year), Network Rail shall levy and the Train Operator shall pay Track Charges in accordance with the following formula:

$$T_t = F_t + V_t + E_t + K_t + EV_{tk} - BS_t - W_t$$

where:

$T_t$  means Track Charges in Relevant Year  $t$ ;

$F_t$  means an amount in respect of the Fixed Track Charge in Relevant Year  $t$ , which shall be:

- (a) in respect of the Relevant Year commencing on 1 April 2009, the total of the amounts set out in the row relating to the Train Operator and the column relating to that year in the Schedule of Fixed Charges; and
- (b) in respect of any other Relevant Year  $t$ , the total of the amounts set out in the row relating to the Train Operator and the column relating to that year in the Schedule of Fixed Charges, multiplied by the Fixed Track Charge Indexation for that year calculated in accordance with paragraph 2;

$V_t$  means an amount in respect of the Variable Track Usage Charge in Relevant Year  $t$  which is derived from the formula in paragraph 3.1;

$E_t$  means an amount in respect of the Traction Electricity Charge in Relevant Year  $t$  which is derived from the formula in paragraph 4.1;

$K_t$  means an amount in respect of the Capacity Charge in Relevant Year  $t$  which is derived from the formula in paragraph 6;

$EV_{tk}$  means an amount in respect of the Electrification Asset Usage Charge, calculated in accordance with the formula in paragraph 8;

$BS_t$  means an amount (which shall not be a negative value) in respect of the Efficiency Benefit Share in Relevant Year  $t$  which is determined in accordance with paragraph 3.2; and

$W_t$  means an amount (which shall not be a negative value) in respect of the Network Rail Rebate in Relevant Year  $t$ , calculated in accordance with the provisions of paragraph 7.1.

## 2 Fixed Track Charge Indexation

The Fixed Track Charge Indexation in Relevant Year t shall be derived from the following formula:

$$FTCI_t = 1 + \left( \frac{RPI_{t-1} - RPI_{2008}}{RPI_{2008}} \right)$$

where:

$FTCI_t$  means the Fixed Track Charge Indexation in Relevant Year t;

$RPI_{t-1}$  means the Retail Prices Index published or determined with respect to November in Relevant Year t-1; and

$RPI_{2008}$  means the Retail Prices Index published or determined with respect to November 2008.

## 3 Variable track usage charge and efficiency benefit share

### 3.1 Variable track usage charge

For the purposes of paragraph 1, the term  $V_t$  means an amount in respect of the Variable Track Usage Charge in Relevant Year t which is derived from the following formula:

$$V_t = \sum V_{it} \cdot UV_{it}$$

where:

$V_{it}$  means an amount in respect of the Variable Track Usage Charge per Vehicle Mile for a category of vehicle i for Relevant Year t which is derived from the following formula:

$$V_{it} = V_{it-1} \left[ 1 + \frac{RPI_{t-1} - 0}{100} \right]$$

where:

$RPI_{t-1}$  means the percentage change (whether of a positive or negative value) between the Retail Prices Index published or determined with respect to November in Relevant Year t-1 and the index published or determined with respect to November in Relevant Year t-2,

but so that in relation to the Relevant Year commencing on 1 April 2009,  $V_{it}$  shall have, in respect of each Vehicle Mile, the value set out in the Track Usage Price List; and in relation to the next following Relevant Year  $V_{it-1}$  shall have the same value;

$UV_{it}$  means the actual volume of usage (in Vehicle Miles) in Relevant Year  $t$  of vehicle type  $i$  (referred to in the Track Usage Price List) operated by or on behalf of the Train Operator; and

$\Sigma$  means the summation across all relevant categories of vehicle types  $i$ .

### 3.2 *Efficiency Benefit Share*

3.2.1 The Efficiency Benefit Share is an amount (which shall not be a negative value) representing a return of Track Charges which shall be identified in the ORR's annual assessment of Network Rail as the "Efficiency Benefit Share", if any, to be rebated to the Train Operator, such amount to be determined in accordance with the methodology and principles set out in paragraphs 27.34 to 27.53 (inclusive) of the 2008 Final Determinations.

3.2.2 If, pursuant to paragraph 3.2.1, the Train Operator is entitled to payment of an Efficiency Benefit Share in respect of Relevant Year  $t$ , then, subject to paragraph 3.2.3, such payment shall be made by Network Rail to the Train Operator as a lump sum payment within 28 days after the end of the Period in which it is determined by the ORR that such payment should be made.

3.2.3 If, in respect of any Relevant Year  $t$ , an Efficiency Benefit Share is payable in accordance with paragraph 3.2.2 and this contract has either commenced or expired or otherwise been terminated during the course of that Relevant Year  $t$ , the Train Operator shall be entitled to a pro rata payment of the Efficiency Benefit Share payable in respect of that Relevant Year  $t$ . Such pro rata payment (which shall be payable in accordance with paragraph 3.2.2) shall be calculated as follows:

$$\text{Pro rata BS}_t = \left( \frac{\text{EBS}}{13} \right) \times \text{CP}$$

where:

EBS means the total amount of the Efficiency Benefit Share that would have been payable to the Train Operator in respect of the whole of the Relevant Year  $t$  in question had this contract been in force for the entire Relevant Year  $t$ ; and

CP means the number of Periods during that Relevant Year  $t$  either:

- (a) where this contract commences during the course of that Relevant Year t, following commencement of this contract; or
- (b) where this contract expires or is otherwise terminated during the course of that Relevant Year t, prior to the expiry or other termination of this contract,

provided that, in each case:

- (i) if this contract commences, expires or is otherwise terminated on or before the fourteenth day of a Period, such Period shall not be included in the calculation of 'CP'; and
- (ii) if this contract commences, expires or is otherwise terminated on or after the fifteenth day of a Period, such Period shall be included in the calculation of 'CP'.

3.2.4 Any such payment of an Efficiency Benefit Share ("**EBS payment**") shall be made on the basis that it is to be treated as a rebate of Track Charges for the purposes of VAT unless the parties agree that the law relating to VAT at the date of the payment requires some other treatment as agreed between the parties or unless, prior to making such payment, Network Rail has notified the Train Operator that, based on advice that Network Rail has received from HM Revenue and Customs, this paragraph 3.2.4 applies. Where this paragraph 3.2.4 applies, the relevant EBS payment is to be treated as being outside the scope of VAT, then paragraphs (a) to (e) inclusive below shall apply, and the EBS payment may be made accordingly:

- (a) the provisions of this contract relating to VAT on rebates or repayments shall be disapplied in relation only to EBS payments and subject to paragraph (e) below;
- (b) no VAT will be charged on the EBS payment;
- (c) in respect of the Track Charges paid or payable by the Train Operator to Network Rail (disregarding the EBS payment) in respect of the period to which the EBS payment relates, Network Rail will account for VAT (where required by law to do so) and will not seek to reclaim any such VAT, except in either case as provided under paragraph (e) below;
- (d) the Train Operator will treat the EBS payment as being outside the scope of VAT; and
- (e) if the treatment of an EBS payment as being outside the scope of VAT is challenged such that the Train Operator is required to account for VAT to HM Revenue and Customs on the EBS payment, then (subject to the Train

Operator promptly notifying Network Rail of that fact) the preceding paragraphs (a) to (d) inclusive will (at the election of the Train Operator) cease to apply to the EBS payment and Network Rail will account to the Train Operator for the amount of VAT on the EBS payment and issue the Train Operator with a VAT credit note in respect of that amount.

- 3.2.5 Network Rail will indemnify the Train Operator in respect of any liability it may incur to HM Revenue and Customs (other than the obligation to account to HM Revenue and Customs for the amount of the VAT credit set out in paragraph 3.2.4(e)) as a result of having treated the EBS payment as being outside the scope of VAT in accordance with paragraph 3.2.4.

#### 4 Traction Electricity Charge

- 4.1 For the purposes of paragraph 1, the term  $E_t$  means an amount in respect of the Traction Electricity Charge in Relevant Year  $t$ , which is derived from the following formula:

$$E_t = E_{tmo} + E_{tme} + E_{tmuAC} + E_{tmuDC}$$

where:

- $E_{tmo}$  means an amount calculated in accordance with paragraph 4.1.2 below;
- $E_{tme}$  means an amount calculated in accordance with paragraph 4.1.3 below;
- $E_{tmuAC}$  means an amount calculated in accordance with paragraph 4.1.4(a) below; and
- $E_{tmuDC}$  means an amount calculated in accordance with paragraph 4.1.4(b) below.

*Circumstances in which calculation to be based on modelled data and circumstances in which calculation to be based on metered data*

- 4.1.1 From 01 April 2012,  $E_{tmo}$  shall be calculated in respect of all trains other than those identified in table 4.1.1 below, and  $E_{tme}$ ,  $E_{tmuAC}$  and  $E_{tmuDC}$  shall be calculated in respect of all trains identified in table 4.1.1 below.

Table 4.1.1

Vehicle Class	Vehicle ID
380	3800001 – 38000022 ( 3 car formation )
380	3800101 – 380116 ( 4 car formation )

*Calculation using modelled consumption rate*



4.1.2  $E_{tmo}$  is derived from the following formula:

$$E_{tmo} = \sum C_i \cdot EF_{gjt} \cdot UE_{igt}$$

where:

- $\Sigma$  means the summation across all relevant train categories i (determined in accordance with paragraph 4.1.1 above), tariff bands j and/or Geographic Areas g, as appropriate;
- $C_i$  means the calibrated modelled consumption rate (in kWh per Train Mile in relation to passenger electric multiple units and kWh per Gross Tonne Mile in relation to locomotive-hauled units and all freight traffic) for train category i, shown in the Traction Electricity Consumption Rates List;
- $EF_{gjt}$  means an amount for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 4.2; and
- $UE_{igt}$  means the actual volume of usage (in electrified Vehicle Miles in relation to passenger electric multiple units or Gross Tonne Miles in relation to locomotive hauled units and all freight traffic), if any, of trains operated by or on behalf of the Train Operator in train category i, in Geographic Area g, in tariff band j and in Relevant Year t, pursuant to this contract.

#### *Calculation using metered consumption data*

4.1.3  $E_{tme}$  is derived from the following formula:

$$E_{tme} = (\sum CME_{igt} \cdot PF_i \cdot EF_{gjt} - \sum RGB_{igt} \cdot PF_i \cdot EF_{gjt}) \cdot (1 + \delta_i)$$

where:

- $\Sigma$  means the summation across all relevant train categories i (determined in accordance with paragraph 4.1.1 above), tariff bands j and/or Geographic Areas g, as appropriate;
- $CME_{igt}$  means the consumption of electricity (in kWh) by trains operated by or on behalf of the Train Operator in train category i, as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area g and in Relevant Year t;
- $PF_i$  means the Power Factor Correction for train category i;
- $EF_{gjt}$  means an amount for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in

Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 4.2;

$RGB_{igt}$  means the electricity (in kWh) generated by braking by railway vehicles operated by or on behalf of the Train Operator in train category i, as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area g and in Relevant Year t; and

$\delta_i$  means the On-Train Meter Tolerance for train category i.

#### 4.1.4

(a)  $E_{tmuAC}$  is derived from the following formula:

$$E_{tmuAC} = \left( \sum CME_{igt} \bullet PF_i \bullet EF_{gjt} - \sum RGB_{igt} \bullet PF_i \bullet EF_{gjt} \right) \bullet (1 + \delta_i) \bullet \lambda_{ACg}$$

where:

$\Sigma$  means the summation across all relevant train categories i (determined in accordance with paragraph 4.1.1 above), tariff bands j and/or Geographic Areas g, as appropriate;

$CME_{ACigt}$  means the consumption of electricity (in kWh) from the AC System by trains operated by or on behalf of the Train Operator in train category i, as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area g and in Relevant Year t;

$PF_i$  means the Power Factor Correction for train category i;

$EF_{gjt}$  means an amount for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 4.2;

$\lambda_{ACg}$  means the Transmission and Distribution Loss Factor for the AC System in Geographical Area g; and

$\delta_i$  means the On-Train Meter Tolerance for train category i.

(b)  $E_{tmuDC}$  is derived from the following formula:

$$E_{tmuDC} = \Sigma E_{tmugDC}$$

where:

$\Sigma$  means the summation across all Geographic Areas g, as appropriate;

$E_{tmugDC}$  is derived from the following formula:

$$E_{tmugDC} = \sum [(((CME_{igtDC} \bullet EF_{gjt}) - (RGB_{igtDC} \bullet EF_{gjt})) \bullet (1 + \delta_i))] \bullet \lambda_{DCg}$$

**where:**

$\Sigma$  means the summation across all relevant train categories i (determined in accordance with paragraph 4.1.1 above) and tariff bands j, as appropriate;

$CME_{igtDC}$  means the consumption of electricity (in kWh) from the DC System by trains operated by or on behalf of the Train Operator in train category i, as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area g and in Relevant Year t;

$EF_{gjt}$  means an amount for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 4.2;

$RGB_{igtDC}$  means the electricity (in kWh) generated by braking by railway vehicles operated by or on behalf of the Train Operator on the DC System in train category i, as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area g and in Relevant Year t;

$\lambda_{DCg}$  means the Network Rail Distribution System Loss Factor for the DC System in Geographic Area g; and

$\delta_i$  means the Tolerance Factor for train category i.

#### *Re-opener*

4.1.5 For the purposes of paragraphs 4.1.6 to 4.1.10, the term “**On-Train Metering Provisions**” shall mean:

- (a) the provisions set out in paragraphs 4.1.1 (which for these purposes shall not include the reference to 01 April 2010), 4.1.3 and 4.1.4;
- and
- (b) those parts of the provisions set out in paragraph 5 which relate to charges calculated in accordance with paragraphs 4.1.3 and / or 4.1.4.
- 4.1.6 If at any time after 01 April 2012 either party considers that, in order to improve the accuracy of charges for electricity consumption charged to the Train Operator, any of the On-Train Metering Provisions should be amended or any additional provisions should be added to this contract, then such party may by notice to the other propose amendments to the On-Train Metering Provisions, the inclusion of any additional provisions and/or any consequential amendments to any other provisions of this contract (the “**Proposed Amendments**”) in accordance with paragraphs 4.1.7 to 4.1.10 below.
- 4.1.7 A notice served under paragraph 4.1.6 shall:
- (a) specify the Proposed Amendments and the date from which it is proposed that the Proposed Amendments will have effect; and
  - (b) specify the reasons for the Proposed Amendments and shall, where appropriate, include details of relevant data or documents which support the Proposed Amendments.
- 4.1.8 Following receipt of a notice referred to in paragraph 4.1.6, the parties shall endeavour to agree the Proposed Amendments.
- 4.1.9 If the parties fail to reach agreement on the Proposed Amendments within 28 days after service of the relevant notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, the parties shall notify ORR. If ORR elects to determine the matter, the parties shall furnish ORR with such information and evidence as ORR shall require to determine the matter and shall abide by any determination issued by ORR to accept, reject or modify the Proposed Amendments. If ORR does not so elect, the matter shall be referred for expert determination in accordance with Chapter I of the Access Dispute Resolution Rules. In such a case, the parties shall require:
- (a) that the expert’s determination is delivered no later than 56 days after the date of referral of the matter to the expert;
  - (b) the expert to establish such rules and procedures for the conduct of the determination as he sees fit having regard to that timescale;
  - (c) the expert to give reasons for his determination; and
  - (d) the expert to reach a determination that is fair and reasonable on the basis of the following criteria:
    - (i) the charges for electricity consumption charged to the Train Operator should be as accurate as reasonably possible; and

- (ii) any relevant criteria and/or policy statement most recently published by ORR.

4.1.10 Any amendment to the contract in connection with the proposal referred to in paragraph 4.1.6 shall take effect only when ORR has given its consent to it in writing. Accordingly, as soon as reasonably practicable after any such amendment is agreed in accordance with paragraph 4.1.8 or determined in accordance with paragraph 4.1.9 (other than a determination by ORR pursuant to paragraph 4.1.9), the parties shall ensure that ORR is furnished with such amendment and such information and evidence as it shall require to determine whether or not to consent to the amendment.

*Right for ORR to issue On-Train Metering Provisions Review Notice*

4.1.11 An On-Train Metering Provisions Review Notice is a notice given to the parties by ORR:

- (a) requiring them to enter into negotiations in good faith to amend such On-Train Metering Provisions and make such consequential amendments and/or add such additional provisions to this contract relating to On-Train Metering as are specified in the notice;
- (b) after consultation with the parties, the Secretary of State and such other persons as it considers appropriate; and
- (c) containing its reasons for giving it.

4.1.12 As soon as reasonably practicable after the service of an On-Train Metering Provisions Review Notice, the parties shall begin and in good faith diligently pursue the negotiations in question.

4.1.13 If the parties reach agreement on the amendments in question, they shall send a copy of them to ORR for its consent, together with a note of the reasons for them and an explanation of how they are consistent with its statutory duties.

4.1.14 If the parties fail to reach agreement on the amendments in question within 56 days of the giving of an On-Train Metering Provisions Review Notice, either party may refer the matter to expert determination in accordance with Chapter I of the Access Dispute Resolution Rules. In such a case, the parties shall require:

- (a) that the expert's determination is delivered no later than 30 days after the date of referral of the matter to the expert;
- (b) the expert to establish such rules and procedures for the conduct of the determination as he sees fit having regard to that timescale;
- (c) the expert to give reasons for his determination; and
- (d) the expert to reach a determination that is fair and reasonable on the basis of the following criteria:
  - (i) the charges for electricity consumption charged to the Train Operator should be as accurate as reasonably possible; and
  - (ii) any relevant criteria and/or policy statement most recently published by ORR; and

- (iii) the reasons for the service of the On-Train Metering Provisions Review Notice given by ORR in that notice.

4.1.15 If neither party wishes to refer the matter to expert determination in accordance with paragraph 4.1.14, the parties shall notify ORR and ORR shall determine the matter. The parties shall furnish ORR with such information and evidence as ORR shall require to determine the matter and shall abide by any determination issued by ORR in relation to any amendments to the On-Train Metering Provisions and/or any other provisions of this Contract pursuant to the On-Train Metering Provisions Review Notice.

*Requirement for Office of Rail Regulation's consent*

4.1.16 Subject to paragraph 4.1.17, an amendment:

- (a) agreed under paragraph 4.1.13;
- (b) determined by an expert under paragraph 4.1.14;

shall have effect:

- (i) only if ORR has given its consent to it; and
- (ii) from such date as is specified in that consent (which may be retrospective).

Accordingly, as soon as reasonably practicable after any such amendment is agreed in accordance with paragraph 4.1.13 or determined in accordance with paragraph 4.1.14, the parties shall ensure that ORR is furnished with such amendment and such information and evidence as it shall require to determine whether or not to consent to the amendment.

*Office of Rail Regulation's Modification Notice*

4.1.17 A Modification Notice is a notice given to the parties by ORR:

- (a) specifying the changes which ORR requires be made to the proposed variations which have been:
  - (i) agreed under paragraph 4.1.8 or 4.1.13; or
  - (ii) determined by an expert following a reference under paragraph 4.1.9 or 4.1.14;
- (b) after consultation with the parties, the Secretary of State and such other persons as it considers appropriate; and
- (c) containing its reasons for giving it.

4.1.18 If a Modification Notice is given, this contract will have effect with the variations referred to in paragraph 4.1.17(a) as modified in accordance with the terms of the notice.

*Modifications to the EC4T Metering Rules*

4.1.19 If the EC4T Metering Rules are modified at any time, the provisions of Schedule 10 shall apply except that:

- (a) in paragraph 2.1 of Schedule 10, "Network Code" shall be read as "EC4T Metering Rules"; and
- (b) in paragraph 4.9(b) of Schedule 10, the words "Network Code under Condition C8 of that code" shall be read as "EC4T Metering Rules pursuant to the provisions contained therein."

*Strategy for the procurement of traction electricity*

4.2 At least three months prior to the start of each Relevant Year commencing on or after 1 April 2009, Network Rail shall consult with the Train Operator regarding a strategy for the procurement of traction electricity for the Train Operator in respect of that Relevant Year, and:

- (a) if Network Rail and the Train Operator agree on a strategy for the procurement of traction electricity, Network Rail will procure traction electricity for the Train Operator in accordance with that agreed strategy; or
- (b) if Network Rail and the Train Operator do not agree on a strategy for the procurement of traction electricity and the Train Operator has, during its consultation with Network Rail under this paragraph 4.2, notified Network Rail of the Train Operator's preferred strategy for the procurement of traction electricity and it is possible for Network Rail, acting reasonably, to implement that strategy, Network Rail will procure traction electricity for the Train Operator in accordance with the traction electricity procurement strategy so notified to Network Rail by the Train Operator; or
- (c) if Network Rail and the Train Operator do not agree on a strategy for the procurement of traction electricity and either (y) the Train Operator has not notified Network Rail of the Train Operator's preferred strategy for the procurement of traction electricity during its consultation with Network Rail in accordance with this paragraph 4.2, or (z) it is not possible for Network Rail, acting reasonably, to implement the Train Operator's preferred strategy for the procurement of traction electricity as notified to Network Rail during its consultation in accordance with this paragraph 4.2, Network Rail will:
  - (i) acting reasonably, determine the procurement strategy for traction electricity for the Train Operator, having regard to whatever information, if any, the Train Operator has supplied to Network Rail during its consultation under this paragraph 4.2; and
  - (ii) procure traction electricity for the Train Operator in accordance with that traction electricity procurement strategy.

- 4.3 Network Rail shall provide to the Train Operator within 30 days of the end of each calendar month in each Relevant Year, the actual cost of traction electricity consumed by railway vehicles operated by or on behalf of the Train Operator in the relevant calendar month against the budgeted amounts. Network Rail shall also provide to the Train Operator a provisional six month volume reconciliation by region before 30 October of each Relevant Year and a provisional nine month volume reconciliation by region before 30 January of each Relevant Year.

*Election to introduce On-Train Metering in a vehicle or vehicle type*

- 4.4 (a) If the Train Operator wishes to propose the introduction of On-Train Metering to measure traction electricity consumption in a vehicle or vehicles of a vehicle type that the Train Operator operates for the purposes of being invoiced by Network Rail for traction electricity, it shall notify Network Rail of any required changes to the contract in connection with that proposal.
- (b) Any notice under sub-paragraph 4.4(a) shall be accompanied by information and evidence in reasonable detail supporting the changes proposed and setting out the reasons for those changes, and Network Rail shall respond in writing within 56 days of service of any such notice.
- (c) Promptly following any response served by Network Rail under sub-paragraph 4.4(b), the parties shall endeavour to agree whether the contract should be amended in connection with that proposal and, if so, the amendments.
- (d) If the parties fail to reach agreement within 90 days after service of the relevant notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, the parties shall notify ORR. If ORR elects to determine the matter, the parties shall furnish ORR with such information and evidence as ORR shall require to determine the matter and shall abide by any determination issued by ORR. If ORR does not so elect, the matter shall be referred for expert determination in accordance with Chapter I of the Access Dispute Resolution Rules save that:
- (i) the parties shall each request that the expert's determination in writing is delivered to the parties no later than 56 days after the date of referral of the matter to the expert, and that the expert establishes such rules and procedures for the conduct of the determination as he sees fit having regard to that timescale;
  - (ii) each of the parties shall abide by the rules and procedures established by the expert; and
  - (iii) the parties shall direct the expert to have regard to any relevant criteria and/or policy statement most recently issued by the Office of Rail Regulation.



- (e) Any amendment to the contract in connection with the proposal referred to in sub-paragraph 4.4(a) shall take effect only when it has been approved by ORR. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this paragraph 4.4 (other than a determination by ORR pursuant to sub-paragraph 4.4(d)), the parties shall ensure that ORR is furnished with such amendment and such information and evidence as it shall require to determine whether or not to approve the amendment.
- (f) Any amendment to the contract in connection with the proposal referred to in sub-paragraph 4.4(a) shall apply with effect from, subject to sub-paragraph 4.4(e), the date proposed by the Train Operator (unless otherwise agreed by the parties or determined by the ORR or the expert in relation to the proposal).

## 5. Volume and Cost Reconciliation

- 5.1 Within 90 days after the end of Relevant Year t, Network Rail shall calculate two supplementary amounts  $S1_t$  and  $S2_t$  which shall be payable by or to the Train Operator in accordance with this paragraph 5. The calculation of  $S1_t$  shall not apply to that part of the Traction Electricity Charge calculated in accordance with paragraph 4.1.3 or 4.1.4.

- 5.2  $S1_t$  is derived from the following formula:

$$S1_t = \sum E_{tmog} \cdot \frac{(A_{gt} - L_{mogt} - L_{megt} - L_{mugt})}{L_{mogt} + Z \cdot (L_{megt} + L_{mugt})} + \sum (E_{tmeg} + E_{tmugAC} + E_{tmugDC}) \cdot Z \cdot \frac{(A_{gt} - L_{mogt} - L_{megt} - L_{mugt})}{L_{mogt} + Z \cdot (L_{megt} + L_{mugt})}$$

where:

$\Sigma$  means the summation across all Geographic Areas g for Relevant Year t for all train operators, as appropriate;

$E_{tmog}$  means the amount calculated in accordance with paragraph 4.1.2 of Part 2 of this Schedule;

$A_{gt}$  means the total actual electricity consumption (in kWh), if any, in Geographic Area g in Relevant Year t by or on behalf of all train operators, assessed by Network Rail (as accurately as possible) as being the appropriate proportion of the electricity consumption billed to Network Rail by its electricity suppliers in that area for traction electricity consumed in accordance with the terms for the purchase of traction electricity entered into by Network Rail;

$L_{mogt}$  means the total modelled traction electricity consumption charged to all train operators in Geographic Area g and in Relevant Year t which is derived from the following formula:

$$L_{mogt} = \sum C_i \bullet UE_{igt}$$

where:

$\Sigma$  means the summation across all train categories i and tariff bands j for Relevant Year t for all train operators, as appropriate;

$C_i$  means the calibrated modelled consumption rate (in kWh per Train Mile in relation to passenger electric multiple units and kWh per Gross Tonne Mile in relation to locomotive-hauled units and all freight traffic) for train category i shown in the Traction Electricity Consumption Rates List; and

$UE_{igt}$  means the actual volume of usage (in electrified Vehicle Miles in relation to passenger electric multiple units or Gross Tonne Miles in relation to locomotive hauled units and all freight traffic), if any, of trains operated in Relevant Year t by or on behalf of all train operators in train category i, in Geographic Area g, where relevant, in tariff band j and in Relevant Year t in respect of which charges for traction electricity consumption are payable based on modelled consumption rates pursuant to paragraph 4.1 or 4.1.2 (in the case of passenger operators) or paragraph 2.4.2 (in the case of freight operators) of each relevant train operator's track access contract;

$L_{megt}$  means the total metered traction electricity consumption charged to all train operators in Geographic Area g and Relevant Year t which is derived from the following formula:

$$L_{megt} = \sum [((CME_{igt} \bullet PF_i) - (RGB_{igt} \bullet PF_i)) \bullet (1 + \delta_i)]$$

where:

$\Sigma$  means the summation across all relevant train categories i for Relevant Year t for all train operators, as appropriate;

- $CME_{igt}$  means the consumption of electricity (in kWh) by trains operated by or on behalf of all train operators in train category  $i$ , as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area  $g$  and in Relevant Year  $t$ ;
- $PF_i$  means the Power Factor Correction for train category  $i$ ;
- $RGB_{igt}$  means the electricity (in kWh) generated by braking by railway vehicles operated by or on behalf of all train operators in train category  $i$ , as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area  $g$  and in Relevant Year  $t$ ; and
- $\delta_i$  means the Tolerance Factor for train category  $i$ ;
- $L_{mugt}$  means the total amounts in respect of the Network Rail Distribution System Loss Factor, adjusted, where appropriate, for Power Factor Correction and Tolerance Factor, charged to all train operators in Geographic Area  $g$  and Relevant Year  $t$  which is derived from the following formula:

$$L_{mugt} = L_{mugtAC} + L_{mugtDC}$$

where:

$L_{mugtAC}$  is derived from the following formula:

$$L_{mugtAC} = \sum [((CME_{igtAC} \cdot PF_i) - (RGB_{igtAC} \cdot PF_i)) \cdot (1 + \delta_i)] \cdot \lambda_{ACg}$$

where:

$\Sigma$  means the summation across all train categories  $i$  for Relevant Year  $t$  for all train operators, as appropriate;

$CME_{igtAC}$  means the consumption of electricity (in kWh) from the AC System by trains operated by or on behalf of all train operators in train category  $i$ , as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area  $g$  and in Relevant Year  $t$ ;

$PF_i$  has the meaning given in paragraph 4.1.4(a) of Part 2 of this Schedule;

$RGB_{igtAC}$  means the electricity (in kWh) generated by braking by railway vehicles operated by or on behalf of all train operators on the AC System in train category i, as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area g and in Relevant Year t;

$\lambda_{ACg}$  has the meaning given in paragraph 4.1.4(a) of Part 2 of this Schedule; and

$\delta_i$  has the meaning given in paragraph 4.1.4(a) of Part 2 of this Schedule;

$L_{mugtDC}$  is derived from the following formula:

$$L_{mugtDC} = \sum [(CME_{igtDC} - RGB_{igtDC}) \cdot (1 + \delta_i)] \cdot \lambda_{DCg}$$

where:

$\Sigma$  means the summation across all train categories i for Relevant Year t for all train operators, as appropriate;

$CME_{igtDC}$  means the consumption of electricity (in kWh) from the DC System by trains operated by or on behalf of all train operators in train category i, as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area g and in Relevant Year t;

$RGB_{igtDC}$  means the electricity (in kWh) generated by braking by railway vehicles operated by or on behalf of all train operators on the DC System in train category i, as measured by the On-Train Meters or as otherwise determined in accordance with the EC4T Metering Rules, in Geographic Area g and in Relevant Year t;

$\lambda_{DCg}$  has the meaning given in paragraph 4.1.4(b) of this Schedule; and

$\delta_i$  has the meaning given in paragraph 4.1.4(b) of Part 2 of this Schedule;

$Z$  has the value of 1 where  $(L_{megt} + L_{mugt})$  is greater than 90% of  $A_{gt}$  and 0 where  $(L_{megt} + L_{mugt})$  is equal to or less than 90% of  $A_{gt}$ ;

$E_{tme}$  means the amount calculated in accordance with paragraph 4.1.3 of Part 2 of this Schedule;

$E_{tmuAC}$  means the amount calculated in accordance with paragraph 4.1.4(a) of Part 2 of this Schedule; and

$E_{tmuDC}$  means the amount calculated in accordance with paragraph 4.1.4(b) of Part 2 of this Schedule.

5.3  $S2_t$  is derived from the following formula:

$$S2_t = (E_{tmo} + S1_t + E_{tme} + E_{tmuAC} + E_{tmuDC}) * (CS_t - CW_t) / CW_t$$

where:

$S1_t$  means the supplementary amount in respect of the Train Operator for Relevant Year  $t$  calculated in accordance with paragraph 5.2 of Part 2 of this Schedule;

$E_{tmo}$  has the meaning given in paragraph 4.1.2 of Part 2 of this Schedule;

$E_{tme}$  has the meaning given in paragraph 4.1.3 of Part 2 of this Schedule;

$E_{tmuAC}$  has the meaning given in paragraph 4.1.4(a) of Part 2 of this Schedule;

$E_{tmuDC}$  has the meaning given in paragraph 4.1.4(b) of Part 2 of this Schedule;

$CS_t$  means the total actual cost to Network Rail for traction electricity for each train operator whose access contract incorporates a provision in relation to  $S2_t$  in substantially similar terms to this paragraph 5.3 in Relevant Year  $t$ ; and

$CW_t$  means the total cost for traction electricity for each train operator whose access contract incorporates a provision in relation to  $S2_t$  in substantially similar terms to this paragraph 5 in the Relevant Year  $t$  as notified to the Train Operator by Network Rail which is derived from the following formula:

$$CW_t = \sum (E_t + S1_t)$$

where:

$\sum$  means the summation across all train operators whose access contracts incorporate a provision in relation to  $S2_t$  in substantially similar terms to this paragraph 5 in Relevant Year  $t$ ;

$E_t$  means the summation of  $E_t$  (as defined in each relevant train operator's track access contract) for each train operator calculated in accordance with paragraph 5.2 of Part 2 of Schedule 7 (or the equivalent provision in each relevant train operator's access contract) across all Geographic Areas  $g$  for Relevant Year  $t$ ; and

$S1_t$  means (where applicable) the supplementary amount  $S1_t$  in respect of each train operator for Relevant Year  $t$  calculated in accordance with paragraph 5.2 of Part 2 of Schedule 7 (or the equivalent provision in each relevant train operator's track access contract).

5.4 Network Rail shall, within 90 days after the end of Relevant Year  $t$ , provide to the Train Operator:

- (a) a statement of the amounts  $S1_t$  and  $S2_t$  (whether of a positive or negative amount);
- (b) such background workings as may reasonably be required for a proper understanding of the calculation; and
- (c) a certificate of the auditors of Network Rail confirming the accuracy of the calculation.

5.5 Within 30 days after the date upon which Network Rail shall have provided to the Train Operator the information referred to in paragraph 5.4, the amounts  $S1_t$  and  $S2_t$  shall be invoiced for payment as provided under this contract. If the aggregate of the amounts  $S1_t$  and  $S2_t$  is positive, the invoice shall be issued by Network Rail and payable by the Train Operator. If the aggregate of the amounts  $S1_t$  and  $S2_t$  is negative, Network Rail will issue a credit note to the Train Operator.

## **6 Capacity Charge**

For the purposes of paragraph 1, the term  $K_t$  means an amount in respect of the Capacity Charge in Relevant Year  $t$  which shall be derived from the following formula:

$$K_t = \left[ \sum (Pg_{twd} * Tg_{twd}) + (Pg_{twe} * Tg_{twe}) \right]$$

where:

$\sum$  means the sum across all Service Coded Groups;

$Pg_{twd}$  means the Weekday rate per Service Coded Group  $g$  in respect of Relevant Year  $t$  shown in the List of Capacity Charge Rates and indexed in accordance with the following formula:

$$Pg_{twd} = Pg_{twd-1} \left[ 1 + \frac{RPI_{t-1}}{100} \right]$$

where:

$RPI_{t-1}$  means the percentage change (whether of a positive or negative value) between the Retail Prices Index published or determined with respect to November in Relevant Year  $t-1$  and the index published or determined with respect to November in Relevant Year  $t-2$ ,

but so that in relation to the Relevant Year  $t$  commencing on 1 April 2009,  $Pg_{twd}$  shall have the value for the Weekday rate per Service Coded Group  $g$  shown for the Train Operator in the List of Capacity Charge Rates; and in relation to the next following Relevant Year,  $Pg_{twd-1}$  shall have the same value;

$Pg_{twe}$  means the weekend rate per Service Coded Group  $g$  in respect of Relevant Year  $t$  shown in the List of Capacity Charge Rates and indexed in accordance with the following formula:

$$Pg_{twe} = Pg_{twe-1} \left[ 1 + \frac{RPI_{t-1}}{100} \right]$$

where:

$RPI_{t-1}$  means the percentage change (whether of a positive or negative value) between the Retail Prices Index published or determined with respect to November in Relevant Year t-1 and the index published or determined with respect to November in Relevant Year t-2,

but so that in relation to the Relevant Year t commencing on 1 April 2009,  $Pg_{tw}$  shall have the value for the weekend rate per Service Coded Group g shown for the Train Operator in the List of Capacity Charge Rates; and in relation to the next following Relevant Year,  $Pg_{tw-1}$  shall have the same value;

$Tg_{twd}$  means the actual Train Miles run on Weekdays by Services in Service Coded Group g in the Relevant Year t;

$Tg_{twe}$  means the actual Train Miles run on weekends by Services in Service Coded Group g in the Relevant Year t; and

**“Service Coded Group”** means a Service or collection of Services specified as such in the List of Capacity Charge Rates, and any Ancillary Movements relating to such Services.

## 7 Network Rail Rebate

7.1 For the purpose of paragraph 1, the Network Rail Rebate in respect of any Relevant Year t ( $W_t$ ) is an amount (which shall not be a negative value) by way of a return of Track Charges paid in Relevant Year t-1, derived from the following formula:

$$W_t = RA_t \cdot \frac{F_t}{AF_t}$$

where:

$RA_t$  means the Rebatable Amount declared by Network Rail in relation to Relevant Year t-1 under paragraph 7.2;

$F_t$  has the meaning ascribed to it in paragraph 1 as if references to “Relevant Year t” in the definition of “ $F_t$ ” in paragraph 1 were references to “Relevant Year t-1”; and

$AF_t$  means the Aggregate Fixed Charge in Relevant Year t-1, calculated as if references to “Relevant Year t” in the definition of “Aggregate Fixed Charge” and in the definition of “ $F_t$ ” in paragraph 1 were references to “Relevant Year t-1”.

7.2 The Rebatable Amount shall be the amount, if any:



- (a) which represents such proportion of Network Rail's total income for Relevant Year t-1 as it reasonably considers that it does not require in order to discharge its obligations under its network licence and any contracts to which it is a party;
  - (b) which Network Rail, in its discretion, considers it appropriate, having regard to the matters specified in paragraph 7.3, to rebate as an amount representing a return of Track Charges payable by persons who provide services for the carriage of passengers by railway under the relevant access agreements to which they are parties; and
  - (c) which Network Rail notifies as such to ORR before the end of each Relevant Year t-1.
- 7.3 In considering the amount of the Rebatable Amount in any Relevant Year, Network Rail shall have regard to:
- (a) its obligations under its network licence and any contracts to which it is a party;
  - (b) the extent to which its efficiency and economy in discharging the obligations referred to in paragraph 7.3(a) matches or exceeds any assumption which ORR made in the 2008 Final Determinations;
  - (c) its current and foreseeable future financial position; and
  - (d) the need for long term investment in the Network.
- 7.4 No amount of Track Charges shall be rebated under this paragraph 7 unless ORR, having regard to the matters:
- (a) to which Network Rail is to have regard under paragraph 7.3; and
  - (b) in respect of which duties are imposed on it under section 4 of the Act,
- has consented to such rebate.
- 7.5 Paragraphs 2.3.4 and 2.3.5 shall apply to a payment of Network Rail Rebate in the same way as they apply in relation to a payment of an Efficiency Benefit Share, as if references in paragraphs 2.3.4 and 2.3.5 to "Efficiency Benefit Share" and "EBS payment" were instead references to, respectively, "Network Rail Rebate" and "Network Rail Rebate payment".

## **8 Electrification Asset Usage Charge**

For the purposes of paragraph 1, the term  $EV_{tk}$  means an amount for electrification asset usage which is derived from the following formula:

$$\text{Electrification Asset Usage Charge} = \sum EV_{tk} \cdot UV_{tk}$$

where:

$EV_{tk}$  means an amount in respect of the Electrification Asset Usage Charge per electrified Vehicle Mile on route type k for Relevant Year t which is derived from the following formula:

$$EV_{tk} = EV_{tk-1} \cdot \left[ 1 + \frac{RPI_{t-1} - 0}{100} \right]$$

where:

$RPI_{t-1}$  means the percentage change (whether of a positive or negative value) between the Retail Prices Index published or determined with respect to November in Relevant Year t-1 and the index published or determined with respect to November in Relevant Year t-2,

but so that in relation to the Relevant Year commencing on 1 April 2009,  $EV_{tk}$  shall have, in respect of each electrified Vehicle Mile on route type k, the value per electrified Vehicle Mile for the Electrification Asset Usage Charge set out in the Track Usage Price List; and in relation to the next following Relevant Year  $EV_{tk-1}$  shall have the same value; and

$UV_{tk}$  means the actual number of electrified Vehicle Miles on route type k in Relevant Year t operated by or on behalf of the Train Operator.

## **9 Changes to the List of Capacity Charge Rates, Traction Electricity Consumption Rates List and Track Usage Price List**

9.1 No supplement to the Traction Electricity Consumption Rates List or Track Usage Price List, and no change to the List of Capacity Charge Rates, shall have effect unless the supplement or change has been:

- (a) determined in accordance with the procedure set out in this paragraph 9; or
- (b) agreed between the parties,

and ORR shall have given its consent to the supplement or change.

9.2 Either of the Train Operator or Network Rail shall be entitled to propose that:

- (a) the Traction Electricity Consumption Rates List shall be supplemented or amended so as to include modelled consumption rates in respect of regenerative braking for any new or additional train category or any relevant route by tariff band (any such being a “relevant category”);
  - (b) the Track Usage Price List shall be amended so as to include a vehicle category which is not included in the list;
  - (c) the List of Capacity Charge Rates shall be amended so as to take account of changes in the pattern and number of Services; or
  - (d) the Traction Electricity Consumption Rates List or Track Usage Price List shall be amended to correct any manifest error.
- 9.3 Any proposition of a kind referred to in paragraph 9.2 shall be made by notice to the other party and shall be accompanied by a specification in reasonable detail of the change proposed and the reasons for it. The parties shall thereafter negotiate in good faith the necessary supplements or changes to the list in question.
- 9.4 If the parties shall have failed to agree such supplements or changes within 45 days of the date of the notice given under paragraph 9.3, either party shall be entitled to refer the matter to an arbitrator for determination pursuant to Chapter F of the Access Dispute Resolution Rules. Unless the parties otherwise agree, Rules F31 to F33 inclusive of those rules shall not apply to the arbitration.
- 9.5 The remit of the arbitrator shall be to determine:
  - (a) whether any such new relevant category or vehicle category (as the case may be) should be added to the list in question or whether changes in the pattern and/or number of Services warrant a change to the list in question; and, if so,
  - (b) which new categories should be added and what prices and/or modelled consumption rates and/or appropriate discounts should be included in relation to each such category or what change to the List of Capacity Charge Rates should be made.
- 9.6 In determining the matter referred to him under paragraph 9.4, the arbitrator shall be required by the parties to reach a decision which is fair and reasonable to them, having regard to:
  - (a) the matters in respect of which duties are imposed on ORR by section 4 of the Act; and
  - (b) the criteria which ORR shall have most recently published (and identified as such) in relation to charging for permission to use track.
- 9.7 The parties shall procure that the decision of the arbitrator shall be delivered to ORR within 7 days after the date of the decision.

9.8 No decision of an arbitrator appointed under paragraph 9.4 shall have effect without the consent of ORR.

9.9 If ORR gives its consent to:

- (a) the decision of an arbitrator appointed under paragraph 9.4; or
- (b) a supplement of the Traction Electricity Consumption Rates List or the Track Usage Price List, or a change to the List of Capacity Charge Rates, agreed between the parties,

the supplement or change in question shall have effect from such date as ORR shall determine by notice to the parties.

## **10 Payment of access charges**

### *10.1 Payment of access charges*

(a) The Train Operator shall pay or procure the payment to Network Rail of:

- (i) the Variable Track Usage Charge;
- (ii) the Traction Electricity Charge;
- (iii) the Capacity Charge;
- (iv) the Electrification Asset Usage Charge; and
- (v) the Additional Permitted Charges,

attributable to any Period as invoiced by Network Rail on or after expiry of each such Period within 21 days of the invoice date or 28 days after the end of the Period, whichever is later.

(b) The Train Operator shall pay or procure the payment to Network Rail of that part of the Fixed Track Charge attributable to any Period as invoiced by Network Rail on or after the expiry of each such Period within 7 days of the invoice date or 7 days after the end of the Period, whichever is later.

(c) Not used.

(d) Any invoice issued by Network Rail under paragraph 5.5 of Part 2 (relating to modelled and actual rates of electricity consumption) shall be payable by the Train Operator within 21 days of the relevant invoice date.

### *10.2 Train Consist Data*

Network Rail shall calculate the Variable Charges payable by the Train Operator in respect of each Period using the Train Consist Data supplied by the Train

Operator and, to the extent such Train Consist Data is not available to Network Rail, the Default Train Consist Data.

*10.3 Invoices and right to object to invoices*

- (a) Network Rail will notify the Train Operator on a weekly basis of the train movements for which Default Train Consist Data has been used to establish the Variable Charges payable by the Train Operator. At either party's request, the parties shall consult with a view to substituting Train Consist Data for Default Train Consist Data but such consultation shall not delay the issue by Network Rail of the invoice for the Variable Charges in respect of the Period concerned.
- (b) For each Period, Network Rail shall be entitled to invoice the Train Operator for Variable Charges in respect of any and all train movements operated by the Train Operator during that Period based on either:
  - (i) Train Consist Data provided by the Train Operator in respect of any train movement at or prior to the time that such train movement is completed; or
  - (ii) Train Consist Data agreed by the parties under paragraph 10.3(a) in respect of any train movement; or
  - (iii) Train Consist Data provided by the Train Operator in respect of any train movement (other than any train movement where the Specified Equipment used in operating the relevant movement is loco hauled) by the end of the day on which such train movement has been completed,

or (to the extent that (i) or (ii) or (iii) above do not apply) Default Train Consist Data. Each such invoice will be payable in accordance with the provisions of paragraph 10.1.

- (c) Either party shall be entitled, at any time prior to the later of 2359 hours on the fourteenth day following the expiration of the relevant Period and seven days following receipt by the Train Operator of the relevant invoice, to notify the other that it objects to any Train Consist Data (including, where applicable, the use of Default Train Consist Data) on which the whole or any part of the Variable Charges included in the relevant invoice are based and any such notice shall specify in reasonable detail what that party believes to be the Train Consist Data for the relevant train movement(s) ("notice of objection"). In the absence of any notice of objection being served within such time the Train Consist Data used in the relevant invoice shall be final and binding on the parties.
- (d) The parties shall seek to agree the Train Consist Data specified in any notice of objection and any consequential financial adjustment required to the relevant invoice. If the parties are unable to agree such Train Consist Data within 14 days following receipt of a notice of objection, the Train

Consist Data shall be determined at the request of either party by arbitration in accordance with Chapter F of the Access Dispute Resolution Rules save that:

- (i) the parties shall use their respective endeavours to ensure a joint paper setting out their respective positions on the matter in dispute is agreed for delivery to the arbitrator no later than three Working Days following the expiration of a period of 14 days following receipt of a notice of objection;
  - (ii) the parties shall each request that the arbitrator's decision in writing (following any discussions or meetings between or with the parties that the arbitrator considers necessary) is delivered to the parties no later than 56 days after the expiration of the relevant Period and that the arbitrator establish such rules and procedures for the conduct of the arbitration as he sees fit having regard to such timescale; and
  - (iii) each of the parties shall accept and abide by the rules and procedures established by the arbitrator under paragraph 10.3(d)(ii).
- (e) Within seven days of any Train Consist Data being agreed or determined in accordance with paragraph 10.3(d), Network Rail shall, if any consequential or financial adjustment of the relevant invoice is required, issue a further invoice to, or (as the case may be) a credit note in favour of, the Train Operator in the amount of the relevant adjustment. The invoice or credit note shall be payable at the same time as the invoice for Variable Charges for the relevant Period or, if issued later than 21 days after the end of the relevant Period, within seven days after the date of its issue.
- (f) The actual volume of usage used to calculate any supplementary amount payable under paragraph 5 of Part 2 shall be established on the basis of the Train Consist Data and the Default Train Consist Data applied in calculating the Variable Charges for each of the Periods in Relevant Year t as adjusted in accordance with paragraph 10.3(d) on or before 90 days after the end of Relevant Year t.
- (g) Where, as a result of any invoice or credit note issued pursuant to paragraph 10.3, any sum of money which has been paid shall become repayable or any sum of money which has been unpaid shall become payable the party to whom such sum shall be paid shall be paid or allowed interest at the Default Interest Rate on such sum from the date when it (if repayable) was paid or the date when such sum (if payable) ought to have been paid until the date of payment or repayment.

#### *10.4 Unrepresentative Train Consist Data*

- (a) If at any time during this contract either party considers the Default Train Consist Data specified in Appendix 7C is not representative of the Train Operator's Services and in particular, but without limitation, the type(s) of railway vehicles then in use and the regular number of carriages forming

part of those railway vehicles in the operation of its Services, either party shall be entitled on written notice to the other to request that the Default Train Consist Data be amended. Any such request shall specify in reasonable detail the grounds for the request and the proposed amendments to the Default Train Consist Data.

- (b) The parties shall endeavour to reach agreement on any amendments to the Default Train Consist Data within 21 days of the date of the request referred to in paragraph 10.4(a) and if the parties are unable to agree such amendments within such time period, the matter shall be referred to expert determination in accordance with Chapter I of the Access Dispute Resolution Rules.
- (c) Upon the earlier of agreement between the parties or expert determination, the parties shall notify ORR of the proposed amendments to the Default Train Consist Data and, subject to ORR not objecting to the proposed amendments within 14 days (the “14 day period”) of receipt of the notification by ORR, such amendments shall take effect from the first day of the next Period following the earlier of ORR confirming its consent to the proposed amendments and the expiry of the 14 day period. If ORR objects to the proposed amendments within the 14 day period, the parties shall endeavour to reach agreement with ORR on the appropriate amendments, if any, to the Default Train Consist Data which shall then take effect on the first day of the Period next following that in which agreement is reached.

#### *10.5 Disputed amounts repayment and interest rate*

- (a) Save where this contract expressly provides otherwise, where a party wishes to contest any invoice issued to it under this Schedule 7 (including any invoice in respect of Track Charges) it shall, within 14 days of receipt of the invoice, notify the other party in writing of the amount which is in dispute but shall pay the full amount of the invoice, including the disputed amount, in accordance with the terms of the invoice.
- (b) Where a party has given notice under paragraph 10.5(a) that it disputes part of any invoiced amount:
  - (i) payment of such sum shall be without prejudice to the determination of whether such sum is properly due or not; and
  - (ii) if it is subsequently determined that the disputed sum, or part of it, was not properly due the payee shall repay the disputed sum, or relevant part, to the payer together with interest (to accrue daily and be compounded monthly) at the Default Interest Rate from the date of payment until the actual date of repayment.

### **PART 3: NOT USED**

### **PART 3A: SCOTTISH GRANT DILUTION**

## **1 Grant Amounts**

### *1.1 Basic Values and Payment Dates*

For the purposes of this Part 3A:

- (a) the Basic Values are the amounts by way of grant under section 8 of the Railways Act 2005 specified in the Grant Agreement as payable by the Scottish Ministers to Network Rail; and
- (b) the Payment Dates are the dates set out in the Grant Agreement for the payment of grant by the Scottish Ministers in each of the years 2009, 2010, 2011, 2012, 2013 and 2014, or such other dates for the payment of such grants as may be stipulated in the Grant Agreement.

### *1.2 Indexation*

For the purposes of this Part 3A, the Grant Amount for each Payment Date is the Basic Value specified in the Grant Agreement as payable on that date, adjusted in accordance with any applicable indexation provisions of the Grant Agreement.

## **2 Scottish Grant Dilution**

### *2.1 Meaning of Scottish Grant Dilution*

For the purposes of this Part 3A, there shall be a “**Scottish Grant Dilution**” in respect of a Payment Date if:

- (a) the Scottish Ministers fail, for any reason, to pay the whole or any part of the Grant Amount on or before that Payment Date; or
- (b) the payment of the whole or any part of the Grant Amount in respect of that Payment Date is:
  - (i) subject to the performance by Network Rail or any other person of any obligation;
  - (ii) subject to the exercise by the Scottish Ministers or any other person of any discretion; or
  - (iii) contingent upon the happening of any event or circumstance, or any act or omission of any person.

### *2.2 Meaning of Scottish Grant Dilution Date*

In respect of any Scottish Grant Dilution:

- (a) if the Scottish Grant Dilution is of the kind referred to in paragraph 2.1(a), the Scottish Grant Dilution Date shall be the Payment Date in respect of which the Scottish Ministers fail to pay the whole or any part of the Grant Amount due on that date; and
- (b) if the Scottish Grant Dilution is of the kind referred to in paragraph 2.1(b), each Payment Date which falls during any period during which the payment of the whole or any part of a Grant Amount is:



- (i) subject to any of the matters specified in paragraph 2.1(b)(i) or (ii); or
  - (ii) contingent upon any of the matters specified in paragraph 2.1(b)(iii),
- shall be a Scottish Grant Dilution Date.

### 3. Scottish Grant Compensation Amount

#### 3.1 *Payment obligation*

If a Scottish Grant Dilution occurs:

- (a) Network Rail shall notify the Train Operator and ORR that a Scottish Grant Dilution has occurred, and the circumstances in which it has occurred; and
- (b) the Train Operator shall:
  - (i) send a copy of the notification it has received from Network Rail under paragraph 3.1(a) to any Passenger Transport Executive within whose area it provides services for the carriages of passengers by railway;
  - (ii) if the Scottish Grant Dilution is of the kind described in paragraph 2.1(a), pay Network Rail a Scottish Grant Compensation Amount calculated in accordance with paragraph 3.2 three months after the Scottish Grant Dilution Date; and
  - (iii) if the Scottish Grant Dilution is of the kind described in paragraph 2.1(b), pay Network Rail a Scottish Grant Compensation Amount calculated in accordance with paragraph 3.2 three months after each Scottish Grant Dilution Date.

#### 3.2 *Calculation*

Any Scottish Grant Compensation Amount payable under paragraph 3.1 is an amount calculated in accordance with the following formula:

$$GC = (GA_p - P) \cdot \frac{E_t}{AF_t} \cdot (1.0575^{0.25})$$

where:

GC means the Scottish Grant Compensation Amount;

GA<sub>p</sub> means the Grant Amount for the Payment Date which is the same date as the Scottish Grant Dilution Date;

P means:

- (a) if the Scottish Grant Dilution is of the kind described in paragraph 2.1(a), the amount of any whole or part payment of the Grant Amount which Network Rail certifies to the Train Operator, within 7 days after the Scottish Grant Dilution Date, that it has received from the Scottish Ministers; and
- (b) if the Scottish Grant Dilution is of the kind described in paragraph 2.1(b), zero;

$F_t$  has the meaning ascribed to it in paragraph 1 of Part 2; and  
 $AF_t$  means the Aggregate Fixed Charge in Relevant Year  $t$ .

#### **PART 4: NOT USED**

#### **PART 5: ADDITIONAL PERMITTED CHARGES**

##### **Obligation to pay**

Network Rail may make and the Train Operator shall be required to pay under this contract, in addition to Track Access Charges, only such Additional Permitted Charges as are enumerated in paragraphs 2 and 3.

##### **2 Definition**

Additional Permitted Charges shall comprise the following:

- (a) such amounts payable to Network Rail as are specified in, or calculated in accordance with, Schedule 4;
- (b) such amounts payable to Network Rail as are specified in, or calculated in accordance with, Schedule 8; and
- (c) such amounts payable to Network Rail pursuant to any provision of the Network Code.

##### **3 The Train Operator agrees, in respect of the operation of one additional signaller at Leuchars Signal Box, to:**

- (a) fund all costs associated with the training by Network Rail (or by its nominated third party) of the said additional signaller; and
- (b) fund the annual salary for this post.

The Train Operator shall commence such payments to Network Rail, subject to a payment made in September 2008 as set out below, from 14 December 2008 and shall continue to make such payments until such costs are fully incorporated into and form part of the next access charges review and such access charges review has been fully implemented and this contract has been amended in accordance with same (the "Required Period").

For the avoidance of doubt, the Train Operator shall remain responsible for any initial training and recruitment costs where Network Rail is required to recruit and train a replacement signaller as a result of the post becoming vacant during the Required Period.

Payments to be made by the Train Operator to Network Rail shall be as follows:-

1. Payment in September 2008 of a one off set up charge of £15,619.48 (for, but not limited to training costs, associated recruitment charges and overtime charges) which shall be in respect of the period from 14 December 2008 – 28 February 2009 (inclusive).

2. A payment (Additional Charge) per each Period of £1,889.70 (£24,566.16/13) which will be reduced by a factor of 25% in Period 10 2008/9.

This amount shall be index linked from April 2009 and each year thereafter until such times as incorporated into the next access charges review and such indexation to be determined as below:

The Additional Charge indexation in Relevant Year t shall be derived from the following formula

$$AC_t = 1 + \frac{[RPI_{t-1} - RPI_{t-2}]}{[RPI_{t-2}]}$$

where

$AC_t$  Means the Additional Charge Indexation in Relevant Year t

$RPI_{t-1}$  Means the Retail Prices Index published in the November in Relevant year t-1

$RPI_{t-2}$  Means the Retail Prices Index published in the November in Relevant year t-2

## **PART 6: SUPPLEMENTAL PROVISIONS**

Each invoice or credit note issued by Network Rail to the Train Operator shall contain or be accompanied by separate itemisation of the following charges and other information (as relevant) in respect of the period covered by the invoice or credit note:

- (a) the daily amount of the Fixed Track Charge and the number of days covered by the invoice;
- (b) the rate of Variable Track Usage Charge and the relevant number of Vehicle Miles applicable to vehicles for each service so charged;

- (c) the rate of Traction Electricity Charge and the number of Vehicle Miles applicable to vehicles for each service or Gross Tonne Miles applicable to units for each service so charged;
- (d) the amount of the Electrification Asset Usage Charge and the number of days covered by the invoice;
- (e) not used;
- (f) not used;
- (g) the amount of any Efficiency Benefit Share;
- (h) the amount of any sum  $W_t$  payable as provided in paragraph 7 of Part 2;
- (i) the amount of any sum  $S1_t$  and/or  $S2_t$  payable as provided in paragraph 5 of Part 2;
- (j) the amount of any sum  $K_t$  payable as provided in paragraph 6 of Part 2; and
- (k) in respect of any Additional Permitted Charge, separately the amount payable in respect of each head of charge for Additional Permitted Charges.

## **PART 7: FUTURE ACCESS CHARGES REVIEWS**

### **1 General**

ORR may carry out one or more access charges reviews of all or part of this contract as follows:

- (a) an access charges review such that amendments to this contract to give effect to the conclusions of such an access charges review come into operation on and from 1 April 2014 or such later date as may be specified in that review; and
- (b) as provided in paragraph 2 (and only as provided in paragraph 2), an access charges review such that amendments to this contract to give effect to the conclusions of such an access charges review come into operation before 1 April 2014.

### **2 Access charges reviews capable of coming into operation before 1 April 2014**

2.1 ORR may carry out an access charges review in relation to any relevant part or parts of this contract at any time:

2.1.1:

- (a) where it considers that there has been a material change, other than an excluded change, in the circumstances of Network Rail or in relevant financial markets or any part of such markets; or
- (b) at Network Rail's request, where Network Rail considers that it is unable, or is likely to become unable, in the next eighteen month period, to finance itself efficiently; or
- (c) at Network Rail's request, where in any Review Period, the value of the Adjusted Interest Cover Ratio (AICR) derived from the following formula is less than or equal to 1.4:

$$AICR = \frac{1 - 2 - 3 - 4}{5}$$

where:

- 1 means Network Rail's projected income in that Review Period;
- 2 means Network Rail's projected total expenditure (excluding Network Rail's projected renewals expenditure and projected enhancements expenditure to the extent that these are funded through income or the Regulated Asset Base) in that Review Period;
- 3 means the projected corporation tax payable in that Review Period;
- 4 means the regulatory amortisation assumption made by ORR in relation to that Review Period as specified in Table 16.3 of the 2008 Final Determinations; and
- 5 means the projected net interest payable by Network Rail on its financial indebtedness in that Review Period,

provided that, where part only of a Financial Year falls within the relevant Review Period, each of the component elements of this formula shall be attributed to that Review Period on a pro rata basis reflecting the proportion of that Financial Year falling within that Review Period; or

- (d) where Network Rail's projections at that time (each such projection being prepared in accordance with the Regulatory Accounting Guidelines dated March 2008) as to its Net Expenditure in relation to that part of the Network which is situated in Scotland (the "**Scottish Network**") for the Review Period show a projected level of such Net Expenditure which is higher by 15 per cent or more than the assumed expenditure for that period, where:

- (i) **“Net Expenditure”** shall be derived from the following formula:

$$\text{Net Expenditure} = 1 + 2 + 3$$

where:

- 1 means Network Rail’s total Scottish expenditure in the relevant Review Period;
- 2 means the proportion of net interest payable in respect of the Scottish Network in the relevant Review Period; and
- 3 means the proportion of corporation tax payable in respect of the Scottish Network in the relevant Review Period;
- (ii) expressions used in the formula specified in paragraph 2.1.1(d)(i) but not otherwise defined shall have the meanings ascribed to them in paragraph 3;
- (iii) **“assumed expenditure”** means the amount of Net Expenditure assumed by ORR to be incurred in respect of the Scottish Network in each Financial Year (or part) falling within the relevant Review Period and identified in respect of the Scottish Network in Table 12.3 of the 2008 Final Determinations; and
- (iv) **“total Scottish expenditure”** means any cost Network Rail incurs operating, maintaining, renewing and enhancing the Scottish Network where, for the purposes of this definition, the cost is net of other operating income treated by ORR as an operating cost in Table 16.2 of the 2008 Final Determinations,

provided that, where part only of a Financial Year falls within the relevant Review Period, each of the component elements of this formula shall be attributed to that Review Period on a pro rata basis reflecting the proportion of that Financial Year falling within that Review Period; and

2.1.2 where ORR considers that there are compelling reasons to initiate an access charges review, having due regard to its duties under section 4 of the Act, including in particular the duty to act in a manner which it considers will not render it unduly difficult for persons who are holders of network licences to finance any activities or proposed activities of theirs in relation to which ORR has functions under or by virtue of Part I of the Act.

### *3. Definitions and interpretation:*

In this Part 7:

- (a) “**corporation tax**” means the amount of corporation tax payable by Network Rail in accordance with the Income and Corporation Taxes Act 1988 net of any group relief;
- (b) “**enhancements expenditure**” has the meaning ascribed to it in the Regulatory Accounting Guidelines dated March 2008;
- (c) “**net interest payable**” is:
  - (i) interest, issuance costs and financing fees payable by Network Rail; less
  - (ii) interest receivable by Network Rail,in each case, on an accruals basis,  
and for these purposes, any calculation of interest
  - (iii) shall treat all amounts payable and receivable under interest rate and foreign exchange derivative transactions as though such transactions fully qualified for hedge accounting whether or not they in fact do sobut:
  - (iv) shall not include:
    - (x) capital accretion on index-linked debt; or
    - (y) interest that is payable but rolled-up under intercompany loan arrangements;
- (d) “**renewals expenditure**” has the meaning ascribed to it in the Regulatory Accounting Guidelines dated March 2008;
- (e) “**Review Period**” means a period commencing at any time and ending 36 consecutive months later, provided that if a period of 36 consecutive months would, but for this proviso, extend beyond 31 March 2014, the relevant Review Period shall be deemed to end, and shall end on 31 March 2014;
- (f) “**total expenditure**” means any cost Network Rail incurs operating, maintaining, renewing and enhancing the Network where, for the purposes of this definition, the cost is net of other operating income treated by ORR as an operating cost in Table 16.3 of the 2008 Final Determinations;

- (g) “**income**” is as provided in Annex B to the Regulatory Accounting Guidelines dated March 2008 except that income shall not include the final bullet of paragraph 9 of Annex B being “other income – income generated by [Network Rail] from sources other than those described above.”;
- (h) any calculation of income, expenditure and corporation tax made under or in connection with paragraph 2.1 shall be carried out on an accruals basis; and
- (i) references to ORR carrying out an access charges review shall be construed as including references to its initiating implementation of that review.

**PART 8: NOT USED**



## **APPENDIX 7A**

Not Used

## APPENDIX 7B

### The Geographic Areas

The table below describes the Geographic Areas g for the purposes of Traction Electricity Charge calculations.

ESTA	Traction electricity Geographic Area / Tariff Zone	Description
M	Merseyside	Comprises the Merseyside third rail electrified system between Liverpool, Southport, Ormskirk, Kirkby, Hunts Cross, Ellesmere Port, Chester, New Brighton and West Kirby
N	Midland Main Line	Comprises the overhead line electrified routes from London St Pancras, Farringdon and Moorgate (Midland) to Bedford
O	London Tilbury & Southend	Comprises the overhead line electrified London Tilbury and Southend routes from Fenchurch Street to Shoeburyness via Laindon, Rainham and Chafford Hundred; the route from Barking to Forest Gate Junction; and the route between Gas Factory Junction and Bow Junction
P	Great Eastern	Comprises the electrified Great Eastern Main Line routes from Liverpool Street to Bow Junction, Upminster, Southend Victoria, Southminster, Braintree, Sudbury, Clacton, Walton-on Naze, Harwich Town and Norwich; the West Anglia route from Liverpool Street to Hackney Downs station; the Lea Valley Line between Stratford and Coppermill Junction, and the ac & dc section of the North London Line route between Stratford and York Way neutral section (north of Kings Cross).

<b>ESTA</b>	<b>Traction electricity Geographic Area / Tariff Zone</b>	<b>Description</b>
Q	West Anglia	Comprises the electrified West Anglia routes from Hackney Downs station to Chingford, Enfield Town, Hertford East, Stansted Airport, Cambridge and Kings Lynn and the electrified route between Cambridge Junction (on the East Coast Main Line near Hitchin) and Cambridge
R	East Coast Main Line South	Comprises the electrified East Coast Main Line from Kings Cross to the neutral section at Tallington (between Peterborough and Grantham), the electrified route between Moorgate and Finsbury Park; the electrified route between Canonbury West Junction and Finsbury Park; and the Kings Cross Incline between Camden Road East Junction and Freight Terminal Junction.
A	East Coast Main Line Central	Comprises the electrified East Coast Main Line between the neutral sections at Tallington (between Peterborough and Grantham), South Kirkby and Hambleton Junction (between Doncaster and York).
B	East Coast Main Line North	Comprises the electrified East Coast Main Line between the neutral sections at Hambleton Junction (between Doncaster and York) and Chathill (between Alnmouth and Belford).
C	East Coast Main Line Leeds	Comprises the electrified East Coast Main Line between the neutral section at South Kirkby and Leeds, Bradford and Skipton.
S	Scotland Glasgow	Comprises the electrified routes in Scotland between the neutral sections at Coatbridge, Rutherglen, Bishopston, Lochwinnoch & Carstairs
D	Scotland East	Comprises the electrified routes in Scotland between the neutral sections at Chathill (between Alnmouth and Belford) and Auchengray (between Edinburgh & Carstairs).

<b>ESTA</b>	<b>Traction electricity Geographic Area / Tariff Zone</b>	<b>Description</b>
E	Scotland North & West	Comprises the electrified routes in Scotland on the North Clyde between the neutral sections at Coatbridge & Rutherglen, the routes from Bishopston neutral section to Gourrock & Wemyss Bay and the routes from Lochwinnoch neutral section to Ayr & Largs.
F	Scotland WCML	Comprises the electrified routes in Scotland between the neutral sections at Penrith, Carstairs and Auchengray (between Edinburgh & Carstairs).
T	West Coast Main Line South	Comprises the West Coast Main Line routes from Euston to the neutral sections at Berkswell and Nuneaton; the third rail electrified lines from Euston to Watford Junction; the West London Line to the North Pole junction; the North London Line between South Acton and York Way (north of Kings Cross) and the route between the Primrose Hill tunnels and Camden Road
G	West Coast Main Line Central	Comprises the West Coast Main Line routes between Nuneaton and Liverpool bounded by the neutral sections at Nuneaton, Queensville (Stafford), Stone – Colwich, Stone - Norton Bridge, Kidsgrove, Chelford and  Weaver Junction.
H	West Coast Main Line West Midlands	Comprises the West Coast Main Line routes around Birmingham between the neutral sections at Berkswell and Queensville (Stafford).
I	West Coast Main Line Manchester	Comprises the West Coast Main Line routes between Manchester and Stone bounded by the neutral sections at Stone – Colwich, Stone - Norton Bridge, Kidsgrove, Chelford
J	West Coast Main Line North	Comprises the West Coast Main Line routes between Weaver Junction and Penrith (neutral sections).

ESTA	Traction electricity Geographic Area / Tariff Zone	Description
U	Southern	Comprises all third rail electrified routes south from Farringdon, Cannon Street, Charing Cross, London Bridge, Waterloo and Victoria, covering the international route as far as the Network Rail/Eurotunnel boundary; the West London Line to the south of North Pole junction; and the North London Line between Richmond and Acton Central
V	Great Western	Comprises the electrified route from Paddington to Heathrow Airport

## APPENDIX 7C

### DEFAULT TRAIN CONSIST DATA

Train Service Code	Type of Train Movement	Default Train Consist Data
13560015	Glasgow Suburban Electrics – North, including Airdrie – Bathgate – Edinburgh.	1 x Class 334 Electric Multiple Unit (2 motor unit & 1 trailers)
13561015	Glasgow Queen Street – Cumbernauld	1 x Class 158 Diesel Multiple Unit (2 power cars)
13562015	Glasgow Suburban Electrics – South	1 x Class 314 Electric Multiple Unit (2 motor units & 1 trailer)
13563015	Argyle Line	1 x Class 318 Electric Multiple Unit (1 motor units & 2 trailers)
13564825	Glasgow Central – Shotts (PTE trains)	1 x Class 156 Diesel Multiple Unit (2 power cars)
13565015	Glasgow Central – Paisley Canal	1 x Class 314 Electric Multiple Unit (2 motor unit & 1 trailer)
13566515	Glasgow Central – Whifflet	1 x Class 158 Diesel Multiple Unit (2 power cars)
13567015	Glasgow Central – East Kilbride	1 x Class 156 Diesel Multiple Unit (2 power cars)
13568015	Glasgow Central – Barrhead – Kilmarnock	1 x Class 156 Diesel Multiple Unit (2 power cars)
13569815	Glasgow Central – Gourock/Wemyss Bay	1 x Class 380 Electric Multiple Unit (2 motor units & 1 trailers)
13571015	Glasgow Central – Ardrossan/Largs	1 x Class 380 Electric Multiple Unit (2 motor units & 1 trailers)

13572015	Motherwell – Cumbernauld	1 x Class 156 Diesel Multiple Unit (2 power cars)
13573015	Glasgow Central – Ayr	1 x Class 380 Electric Multiple Unit (2 motor units & 1 trailers)
13574515	Glasgow Queen Street – Maryhill/Garelochhead	1 x Class 156 Diesel Multiple Unit (2 power cars)
13575825	Glasgow Queen Street – Croy/Alloa/Dunblane (PTE trains)	1 x Class 170 Diesel Multiple Unit (3 power cars)
13577015	Kilmarnock - Ayr – Girvan (SPT)	1 x Class 156 – Diesel Multiple Unit (2 power cars)
13578825	Glasgow Queen Street – Falkirk Grahamston (PTE trains)	1 x Class 158 Diesel Multiple Unit (2 power cars)
23540003	Glasgow Queen Street – Aberdeen	1 x Class 170 Diesel Multiple Unit (3 power cars)
23541003	Edinburgh Waverley – Aberdeen	1 x Class 170 Diesel Multiple Unit (3 power cars)
23542003	Inverness – Thurso – Wick included in Schedule 5 in Sections 3, paragraph 5.3	1 x Class 158 Diesel Multiple Unit (2 power cars)
23543003	Inverness – Kyle of Lochalsh included in Schedule 5 Service in Section 3, paragraph 5.3	1 x Class 158 Diesel Multiple Unit (2 power cars)
23545003	Glasgow Queen Street – Oban/Fort William/Mallaig Schedule 5 Service in Section 3, paragraph 5.28	2 x Class 156 Diesel Multiple Unit (4 power cars)
23546003	Fife - Glasgow Queen Street	1 x Class 170 Diesel Multiple Unit (3 power cars)
23547003	Aberdeen – Inverness Schedule 5 Service in Section 3, paragraph 5.6 but excluding one Aberdeen – Dyce and one Dyce – Aberdeen train	1 x Class 158 Diesel Multiple Unit (2 power cars)
23548003	Edinburgh Waverley – Falkirk – Glasgow Queen Street	1 x Class 170 Diesel

		Multiple Unit (3 power cars)
23549003	Glasgow Queen Street/Edinburgh Waverley – Perth – Inverness Schedule 5 Services in Section 3, paragraphs 5.4 and 5.5	1 x Class 170 Diesel Multiple Unit (3 power cars)
23551003	Glasgow Central to London Euston Sleeper	1 Class 90 Electric Locomotive + 12 x Mark 3 coaches + 4 x Mark 2 coaches
23552003	Edinburgh to Carstairs Sleeper Portion	1 x Class 90 Electric Locomotive + 6 x Mark 3 coaches +2 x Mark 2 coaches
23553003	Inverness to London Euston Sleeper	1 x Class 90 Electric Locomotive + 12 x Mark 3 coaches + 4 x Mark 2 coaches
23554003	Aberdeen to Edinburgh Sleeper Portion	1 x Class 67 Diesel Locomotive + 4 x Mark 3 coaches + 2 x Mark 2 coaches
23555003	Fort William to Edinburgh Sleeper Portion	1 x Class 67 Diesel Locomotive + 2 x Mark 3 coach + 2 x Mark 2 coaches
23564903	Glasgow Central – Shotts – Edinburgh Waverley (non-PTE trains) -	1 x Class 156 Diesel Multiple Unit (2 power cars)
23575903	Glasgow Queen Street – Alloa/Dunblane/Perth (non-PTE trains)	1 x Class 170 Diesel Multiple Unit (3 power cars)
23576003	Edinburgh Waverley – Dunblane/Perth	1 x Class 158 Diesel Multiple Unit (2 power cars)
23578903	Glasgow Queen Street – Falkirk Grahamston (non-PTE trains)	1 x Class 158 Diesel Multiple Unit (2 power cars)
23579003	Glasgow Central/Carlisle/Ayr – Stranraer in conjunction with First ScotRail South West Services	1 x Class 156 Diesel Multiple Unit (2 power cars)
23584003	North Berwick -Edinburgh – Carstairs, Schedule 5	1 x Class 380 Electric



	Services in Section 3, paragraph 5.10	Multiple (2 motor unit & 1 trailer)
23587003	Fife Outer Circle	1 x Class 158 Diesel Multiple Unit (2 power cars)
23587103	Fife Inner Circle	1 x Class 158 Diesel Multiple Unit (2 power cars)
23971103	First ScotRail EMU Maintenance/Tests (within the limits of Network Rail Scotland Zone)	1 x Class 314 Electric Multiple Unit (2 motor units & 1 trailer)
23971203	First ScotRail DMU Maintenance/Tests (within the limits of Network Rail Scotland Zone)	1 x Class 156 Diesel Multiple Unit (2 power cars)
23971403	First ScotRail Driver Training	1 x Class 156 Diesel Multiple Unit (2 power cars)
23971503	First ScotRail Special Events – (Non Open Access)	2 x Class 156 Diesel Multiple Unit (4 power cars)
23971603	First ScotRail Passenger Route Maintenance	1 x Class 158 Diesel Multiple Unit (2 power cars)
23586003	Edinburgh Waverley – Newcraighall	1 x Class 158 Diesel Multiple Unit (2 power cars)

Notes:

- (a) Code 23113003, First ScotRail Sleeper Services and First ScotRail West Highland Sleeper Services reflect the changes to the Sleeper Services specification at the stated Timetable Change date.
- (b) all Service descriptions correspond to Schedule 5 except as specified otherwise.

**THIS IS SCHEDULE 8 REFERRED TO IN THE FOREGOING CONTRACT  
BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED FIRST SCOTRAIL  
LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND PASSENGER  
SERVICES IN SCOTLAND**

**SCHEDULE 8: PERFORMANCE REGIME**

**1 Interpretation**

*1.1 Definitions*

In this Schedule 8 and its Appendices 1 and 2, unless the context otherwise requires:

**“Applicable Timetable”** means, in respect of a day, that part of the Working Timetable in respect of that day which is required to be drawn up in accordance with Condition D2.1.1 as at 2200 hours on the day prior to that day, and which is applicable to the Trains;

**“Bi-annual Timetable”** means in respect of any day or any Period the Passenger Timetable commencing on either the Principal Change Date or Subsidiary Change Date (as the case may be) in which falls the last day of the Period containing that day or the last day of that Period respectively;

**“Cancelled Stop”** means in relation to a Train scheduled in the Applicable Timetable to stop to set down passengers at a Monitoring Point, the Train failing to trigger that Monitoring Point (except where the failure of the train to trigger the Monitoring Point is due to a malfunction of the Monitoring Point);

**“Cancellation Minutes”** means, in relation to a Cancelled Stop, the number of Cancellation Minutes specified in column J of Appendix 1 for the Service Group which includes that Train;

**“Cap”** means, in relation to a Monitoring Point, or a Train, the cap for the relevant Service Group in column K of Appendix 1;

<b>“Capped Value”</b>	means in relation to any Service Group, the capped value (if any) specified in respect of that Service Group in Appendix 1 (as indexed in accordance with paragraph 9); <sup>19th</sup>
<b>“Charter Destination Point”</b>	means any such station so specified in Part 1 of Appendix 2;
<b>“Charter Service Group”</b>	means a Charter Service Group specified in Part 1 of Appendix 2 and comprising all of the Service Groups listed in Part 1 of Appendix 2 as forming that Charter Service Group;
<b>“Joint Inquiry”</b>	means a formal inquiry which is required by any of the Railway Group Standards to be held or is permitted by any of the Railway Group Standards to be held and is in fact held;
<b>“Minutes Delay”</b>	means, in relation to a Train and a Recording Point, the delay at that Recording Point, calculated in accordance with paragraph 3;
<b>“Minutes Late”</b>	means, in relation to a day and a Monitoring Point, the lateness at that Monitoring Point, calculated in accordance with paragraph 2;
<b>“Monitoring Point”</b>	means, in relation to a direction of a Service, a point listed in column N of Appendix 1 as a point to be used for recording lateness of Trains in accordance with paragraph 2, and each such Monitoring Point shall be treated as a separate Monitoring Point notwithstanding that it may also be a Monitoring Point for the same Service in the opposite direction and/or for other Services;
<b>“Network Rail / Performance Point”</b>	means, in relation to a Service Group, the Network Rail performance point specified in column B of Appendix 1;

<b>“Passenger’s Charter”</b>	means a commitment to passengers generally (whether or not legally binding) made by the Train Operator or any Passenger Transport Executive (in respect of any services operated by the Train Operator which are the subject of arrangements between the Train Operator and that Passenger Transport Executive) in relation to the punctuality and/or reliability of all or any of the Trains. The foregoing shall not be construed as to include any specific alternative or additional arrangements with any particular passenger (whether or not legally binding);
<b>“Passenger Timetable”</b>	means the timetable referred to within the Performance Monitoring System as the passenger timetable and which reflects the Applicable Timetable;
<b>“Performance Data Accuracy Code”</b>	means the version of the Performance Data Accuracy Code referred to in Part B of the Network Code;
<b>“Performance Monitoring System”</b>	means the recording system which Network Rail is required to operate under Part B of the Network Code;
<b>“Performance Sum”</b>	means, in relation to a Service Group, a sum of money which Network Rail or the Train Operator is liable to pay to the other under this Schedule 8, as calculated in accordance with paragraph 9 or 10, as the case may be;
<b>“Period”</b>	means each consecutive period of 28 days during the term of this contract commencing at 0000 hours on 1 April in each year, provided that the length of the first and last such Period in any year may be varied by up to 7 days on reasonable prior notice from Network Rail to the Train Operator;
<b>“Recording Point”</b>	means a point at which Network Rail records Trains using the Performance Monitoring System;
<b>“Recovery Time”</b>	means additional time incorporated in the Applicable Timetable to allow for a Train to regain time lost during an earlier part of its journey;
<b>“Relevant Year”</b>	has the meaning ascribed to it in Schedule 7;

<b>“Restriction of Use”</b>	has the meaning ascribed to it in Schedule 4;
<b>“Retail Prices Index”</b>	has the meaning ascribed to it in Schedule 7;
<b>“Season Ticket”</b>	means any ticket valid for unlimited travel on a Service for not less than a period of one calendar month;
<b>“Service Code”</b>	means the third, fourth and fifth digits of an eight character train service code applied in the Performance Monitoring System to Trains and used to identify them;
<b>“Service Group”</b>	means a collection of Services contained within the service groups specified in column A of Appendix 1;
<b>“Train”</b>	<p>means each train operating a Service which is:</p> <ul style="list-style-type: none"> <li>(a) operated by or on behalf of the Train Operator pursuant to the permission to use the Routes granted under this contract; and</li> <li>(b) used to provide services for the carriage of passengers by railway,</li> </ul> <p>but excludes any and all trains making an Ancillary Movement; and</p>
<b>“Train Operator Performance Point”</b>	means, in relation to a Service Group, the Train Operator performance point specified in column F of Appendix 1.

## 1.2 *Interpretation*

For the purposes of this Schedule 8:

- (a) a Train shall be treated as being in a Service Group for that part of its journey during which it satisfies the characteristics specified in columns A, L and N of Appendix 1 as forming a Service which is included in that Service Group;
- (b) events in respect of a Train shall be treated as occurring on the day on which the Train is scheduled in the Applicable Timetable to depart from the first point at which it is to pick up passengers; and
- (c) save as otherwise provided, each final calculation of minutes shall be accurate to three decimal places.

### 1.3 *Suspension Notices*

Wherever a Suspension Notice is in force, the effects of that Suspension Notice shall be the subject of Clause 3.6 and not of this Schedule 8. Accordingly, for the purposes of this Schedule 8:

- (a) neither Network Rail nor the Train Operator shall be allocated any responsibility for those effects; and
- (b) those effects shall not be regarded as causing any Minutes Late or Minutes Delay or Cancelled Stops.

## 2 **Calculation of Minutes Late**

The Minutes Late at a Monitoring Point on a day shall be derived from the following formula:

$$\text{Minutes Late} = \Sigma L$$

where:

L in respect of a Train is the lesser of:

- (i) the number of minutes (rounded down to the nearest whole minute) by which the time at which the Train stops at the Monitoring Point is later than the time at which that Train is scheduled in the Passenger Timetable to stop at that Monitoring Point; and
- (ii) the Cap,

provided that no regard shall be had for any Train which is not recorded as stopping at the Monitoring Point; and

$\Sigma$  is the sum across all those Trains in the relevant Service Group which are scheduled in the Passenger Timetable to stop at that Monitoring Point on that day which do so stop.

## 3 **Calculation of Minutes Delay**

The Minutes Delay in respect of a Train when it triggers a Recording Point shall be equal to:

- (a) in respect of the first Recording Point triggered by that Train on any day, the number of minutes (rounded down to the nearest whole minute) by which the time at which that Train triggers the Recording Point is later than the time at which that Train is scheduled in the Applicable Timetable to do so; and
- (b) in respect of any other Recording Point, the lesser of:
  - (i) the number of Minutes Delay in respect of that Recording Point calculated in accordance with paragraph 3(a) (as if that Recording Point were the first Recording Point triggered by that Train); and
  - (ii) the greater of  $((A_1 - A_2) + B)$  and zero

where:

- A<sub>1</sub> is the number of minutes between the time at which the Train triggers the Recording Point (rounded down to the nearest whole minute) and the time the Train last triggered a Recording Point (rounded down to the nearest whole minute);
- A<sub>2</sub> is the relevant time lapse scheduled in the Applicable Timetable between those same two Recording Points; and
- B is any Recovery Time between those Recording Points incorporated in the Applicable Timetable;

provided that:

- (1) any Minutes Delay which arise from a single incident or a series of related incidents and which are less than three minutes in aggregate shall be deemed to be zero; and
- (2) if for any Train the aggregate Minutes Delay in respect of all Recording Points caused by a single incident are in excess of the Cap specified in column K of Appendix 1 for that Service Group, then such excess shall be disregarded.

## **4 Recording of performance information**

### *4.1 Recording of lateness, Minutes Delay and Cancelled Stops*

Without prejudice to its obligations under Part B of the Network Code, Network Rail shall use the Performance Monitoring System to record for each day in respect of each Train scheduled in the Applicable Timetable:

- (a) the time at which the Train stops to set down passengers at each Monitoring Point;
- (b) each Cancelled Stop and the incident(s) causing such Cancelled Stop where the incident can be identified;
- (c) the time at which the Train triggers each Recording Point;
- (d) the Minutes Delay for that Train at each Recording Point;
- (e) where the Minutes Delay which that Train has accrued since the last Recording Point are greater than or equal to three minutes:
  - (i) the incident(s) causing each minute of any delay included in Minutes Delay; and
  - (ii) those Minutes Delay for which Network Rail is unable to identify a cause; and
- (f) for each Charter Destination Point in respect of Trains for which the Charter Destination Point is a destination for the purposes of a Passenger's Charter, the time of the Train's arrival.

The provisions of this Schedule 8, which concern the recording of train performance information or which refer to information regarding train performance, and the rights

and remedies of the parties in respect of the recording of that information, shall be subject to and interpreted in accordance with the provisions of the Performance Data Accuracy Code.

#### *4.2 Recording of allocated responsibility for Minutes Delay and Cancelled Stops*

Network Rail shall for each day and for each Train scheduled in the Applicable Timetable record separately in the Performance Monitoring System those Minutes Delay and Cancelled Stops caused by incidents:

- (a) for which Network Rail is allocated responsibility in accordance with paragraph 5.2;
- (b) for which the Train Operator is allocated responsibility in accordance with paragraph 5.3;
- (c) for which Network Rail and the Train Operator are allocated joint responsibility, in accordance with paragraph 5.4;
- (d) for which no cause can be identified; and
- (e) which are planned incidents in accordance with paragraph 5.7.

#### *4.3 Failed Recording Points*

Without prejudice to its obligations under Part B of the Network Code, Network Rail shall use all reasonable endeavours:

- (a) to restore as soon as reasonably practicable any failed Recording Point; and
- (b) pending such restoration, to compile such information from manual records and other sources, including the Train Operator, and otherwise to substitute such information as is appropriate to reflect as accurately as is reasonably practicable the actual performance of the relevant Trains for the purposes of this Schedule 8.

#### *4.4 Provision of information by Train Operator*

The Train Operator shall record and shall continue to record such information as Network Rail may reasonably require and which it is reasonable to expect the Train Operator to have or procure in connection with any Minutes Delay that may arise and shall provide such information to Network Rail promptly after such information first becomes available to the Train Operator.

Network Rail shall promptly notify the Train Operator upon Network Rail becoming aware of any failure or any likely failure to record accurately the information which it is required to record under paragraph 4.1. Any such notification shall be in sufficient detail to enable the Train Operator to institute the recording of such information in connection with the Trains for which the recording of information is subject to such failure or likely failure as the Train Operator may reasonably achieve. The Train Operator shall institute such recording as soon as it is reasonably able following receipt of the notification from Network Rail and will provide Network Rail with the



resulting information no later than 1700 hours two Working Days following the day on which it was recorded.

## **5 Allocation of responsibility for Minutes Delay and Cancelled Stops**

### *5.1 Assessment of incidents causing Minutes Delay and Cancelled Stops*

- (a) In assessing the cause of any Minutes Delay or Cancelled Stop, there shall be taken into account all incidents contributing thereto including:
  - (i) the extent to which each party has taken reasonable steps to avoid and/or mitigate the effects of the incidents; and
  - (ii) where a Restriction of Use overruns due to the start of such Restriction of Use being delayed by a late running Train, the incident(s) giving rise to that late running;
- (b) The parties shall take reasonable steps to avoid and mitigate the effects of any incidents upon the Trains and any failure to take such steps shall be regarded as a separate incident;
- (c) Network Rail shall identify:
  - (i) in respect of each incident recorded under paragraph 4.1(e)(i) as causing Minutes Delay, the extent to which that incident caused each of the Minutes Delay; and
  - (ii) in respect of each incident recorded under paragraph 4.1(b), the extent to which that incident caused the Cancelled Stop;
- (d) So far as Network Rail is reasonably able to do so, it shall identify whether responsibility for incidents causing Minutes Delay or Cancelled Stops is to be allocated to Network Rail or to the Train Operator or to them jointly in accordance with the following provisions of this paragraph 5.

### *5.2 Network Rail responsibility incidents*

Responsibility for Minutes Delay and Cancelled Stops on a day caused by incidents for which Network Rail is allocated responsibility pursuant to this paragraph 5.2 shall be allocated to Network Rail. Unless and to the extent otherwise agreed, Network Rail shall be allocated responsibility for an incident other than a planned incident (as defined in paragraph 5.7), if that incident is caused wholly or mainly:

- (a) by breach by Network Rail of any of its obligations under this contract; or
- (b) (whether or not Network Rail is at fault) by circumstances within the control of Network Rail in its capacity as operator of the Network; or
- (c) (whether or not Network Rail is at fault) by any act, omission or circumstance originating from or affecting the Network (including its operation), including, subject to paragraph 5.3(b)(i), any incident in connection with rolling stock on the Network for which any train operator other than the Train Operator would be allocated responsibility if it were the Train Operator under this contract.

### 5.3 *Train Operator responsibility incidents*

Responsibility for Minutes Delay and Cancelled Stops on a day caused by incidents for which the Train Operator is allocated responsibility pursuant to this paragraph 5.3 shall be allocated to the Train Operator. Unless and to the extent otherwise agreed, the Train Operator shall be allocated responsibility for an incident other than a planned incident (as defined in paragraph 5.7) if that incident:

- (a) is caused wholly or mainly:
  - (i) by breach by the Train Operator of any of its obligations under this contract; or
  - (ii) (whether or not the Train Operator is at fault) by circumstances within the control of the Train Operator in its capacity as an operator of trains; or
  - (iii) (whether or not the Train Operator is at fault) by any act, omission or circumstance originating from or affecting rolling stock operated by or on behalf of the Train Operator (including its operation), including any such act, omission or circumstance originating in connection with or at any station (other than in connection with signalling under the control of Network Rail at that station or physical works undertaken by Network Rail at that station), any light maintenance depot or any network other than the Network; or
- (b) causes delay to:
  - (i) rolling stock operated by or on behalf of another train operator which is delayed in entering or leaving the Network due to any act, omission or circumstance originating in connection with a light maintenance depot or network other than the Network and, as a result of that delay, rolling stock operated by or on behalf of the Train Operator which is scheduled to leave or enter the Network at the connection with that light maintenance depot or other network is then delayed behind the first mentioned rolling stock; or
  - (ii) the commencement of a Train's journey, which is caused by the late running for any reason whatever of any rolling stock included in that Train when that rolling stock is operated by or on behalf of another train operator.

### 5.4 *Joint responsibility incidents*

- (a) Network Rail and the Train Operator shall be allocated joint responsibility for:
  - (i) any incident which is not a planned incident (as defined in paragraph 5.7), caused by an act, omission or circumstance originating in connection with or at a station which:
    - (1) is an act, omission or circumstance which affects the Network, or its operation, and prevents a Train entering or passing through a station at the time it is scheduled to do so; and

- (2) prevents the access of passengers through the station to or from the Train;

and paragraphs 5.2 and 5.3 shall not apply to any such incident; or

- (ii) any identified incident in respect of which Network Rail and the Train Operator are equally responsible and for which neither Network Rail nor the Train Operator is allocated responsibility under paragraph 5.2 or 5.3.
- (b) Unless and to the extent otherwise agreed, Minutes Delay or Cancelled Stops caused by incidents for which Network Rail and the Train Operator are allocated joint responsibility pursuant to paragraph 5.4(a) shall be allocated 50% to Network Rail and 50% to the Train Operator.

#### 5.5 *Unidentified incidents: Minutes Delay*

Responsibility for Minutes Delay on any day in respect of a Service Group caused by incidents which are unidentified, as recorded under paragraph 4.2(d), shall be allocated as follows:

- (a) if there are any Minutes Delay in respect of the Service Group recorded as being caused by incidents for which Network Rail or the Train Operator are allocated responsibility:
  - (i) 50% of the unidentified Minutes Delay under paragraph 4.2(d) shall be allocated to Network Rail, the Train Operator and joint responsibility incidents *pro rata* to the aggregate Minutes Delay for that Service Group respectively recorded as being their responsibility under this paragraph 5 for that day; and
  - (ii) the balance of the Minutes Delay under paragraph 4.2(d) shall be allocated to Network Rail; and
- (b) if no Minutes Delay on that day in respect of the Service Group are recorded as being caused by incidents for which Network Rail or the Train Operator are allocated responsibility, then Network Rail and the Train Operator shall each be allocated 50% of the unidentified Minutes Delay recorded under paragraph 4.2(d).

#### 5.6 *Unidentified incidents: Cancelled Stops*

Responsibility for Cancelled Stops on a day in respect of a Service Group caused by incidents which are unidentified shall be allocated 50% to Network Rail and 50% to the Train Operator.

#### 5.7 *Planned incidents*

An incident shall be treated as a planned incident if and to the extent that:

- (a) such incident was a Restriction of Use notified in accordance with Schedule 4 by Network Rail to the Train Operator; or

(b) there is Recovery Time in respect of that incident.

*5.8 Allocation of responsibility for Minutes Delay at Service Group level: aggregate Minutes Delay*

In respect of a Service Group, the aggregate Minutes Delay on a day shall be the aggregate of all Minutes Delay recorded under paragraphs 4.2(a) to 4.2(d) in respect of all Trains in that Service Group scheduled in the Applicable Timetable.

*5.9 Allocation of responsibility for Minutes Delay at Service Group level: Network Rail Minutes Delay*

In respect of a Service Group, the Minutes Delay on a day allocated to Network Rail shall be the aggregate of any Minutes Delay allocated to Network Rail under paragraph 5.2, paragraph 5.4 and paragraph 5.5.

*5.10 Allocation of responsibility for Minutes Delay at Service Group level: Train Operator Minutes Delay*

In respect of a Service Group, the Minutes Delay on a day allocated to the Train Operator shall be the aggregate of any Minutes Delay allocated to the Train Operator under paragraph 5.3, paragraph 5.4 and paragraph 5.5.

*5.11 Network Rail Cancelled Stops at Monitoring Point level*

In respect of a Monitoring Point, the Cancelled Stops on a day allocated to Network Rail shall be the aggregate of any Cancelled Stops allocated to Network Rail under paragraph 5.2, paragraph 5.4 and paragraph 5.6.

*5.12 Train Operator Cancelled Stops at Monitoring Point level*

In respect of a Monitoring Point, the Cancelled Stops on a day allocated to the Train Operator shall be the aggregate of any Cancelled Stops allocated to the Train Operator under paragraph 5.3, paragraph 5.4 or paragraph 5.6.

## **6 Statement of allocated responsibility**

*6.1 Initial statement*

For each day, Network Rail shall provide to the Train Operator as soon as reasonably practicable and in any event no later than the following Working Day:

- (a) the allocation of responsibility for incidents made by Network Rail under paragraph 5; and
- (b) a summary for each Service Group showing:
  - (i) the aggregate Minutes Delay and Cancelled Stops recorded under each category set out in paragraph 4.2; and

- (ii) a list of the Minutes Delay and Cancelled Stops (in each case broken down by incident) recorded as the responsibility of Network Rail and as the responsibility of the Train Operator.

## 6.2 *Further statements*

If Network Rail's nominated representative has reasonable grounds to believe that any further incident was the responsibility of the Train Operator or of Network Rail but was not shown as such in the information made available in accordance with paragraph 6.1, then Network Rail may, within 7 days after the last Minutes Delay or Cancelled Stop caused by that incident, issue a notice in accordance with paragraph 15 revising the information and/or allocations of responsibility made available under paragraph 6.1.

## 6.3 *Adjustment statements*

If Condition B3.3 (adjustment to prior results) applies in respect of all or part of a Period, then Network Rail shall promptly issue to the Train Operator a statement showing the necessary adjustments (if any) to statements already issued and Performance Sums already paid in respect of the Period, and any such adjusting statement shall be treated as if it were a statement under paragraph 11.1 and, subject to paragraph 12.2, an adjusting payment shall be payable within 28 days of Network Rail's statement.

## 6.4 *Disputes about statements of allocated responsibility*

- (a) Except to the extent that it has, within two Working Days of receipt, notified Network Rail in accordance with paragraph 15 that it disputes the contents of a statement under paragraphs 6.1 or 6.2, the Train Operator shall be deemed to have agreed the contents of that statement. Any notification of a dispute shall specify the reasons for that dispute.
- (b) The parties shall attempt to resolve disputes notified in accordance with paragraph 6.4(a) as follows:
  - (i) within the next two clear Working Days after notification of any dispute, nominated representatives of the parties shall attempt to resolve that dispute; and
  - (ii) if agreement has not been reached after two clear Working Days, representatives authorised by a more senior level of management of the parties shall use all reasonable endeavours to negotiate a resolution of the dispute.
- (c) Negotiations under paragraph 6.4(b)(ii) shall continue, if necessary, until a date no earlier than five clear Working Days after the end of the Period in which the event giving rise to the dispute referred to in paragraph 6.4(a) occurred.

## 7 Allocation of Minutes Late to Network Rail

In respect of each Monitoring Point, the Minutes Late on a day at that Monitoring Point allocated to Network Rail (MLNR) shall be calculated according to the following formulae:

if MD is greater than zero

$$MLNR = \frac{(MDNR \cdot ML)}{MD} + DMLNR$$

or if MD is equal to zero

$$MLNR = (0.5 \cdot ML) + DMLNR$$

where:

ML is the aggregate Minutes Late at that Monitoring Point on that day for all Trains in that Service Group, calculated in accordance with paragraph 2;

MD is the aggregate Minutes Delay on that day in respect of the Service Group under which that Monitoring Point is listed in column N of Appendix 1, calculated in accordance with paragraph 5.8;

MDNR is that part of such MD allocated to Network Rail in accordance with paragraph 5.9; and

DMLNR is the deemed minutes late at that Monitoring Point on that day allocated to Network Rail, derived from the following formula:

$$DMLNR = RC \cdot CM$$

where:

RC is the number of Cancelled Stops recorded at that Monitoring Point on that day for which Network Rail is allocated responsibility in accordance with paragraph 5.11; and

CM is the Cancellation Minutes for that Service Group set out in column J of Appendix 1.

## 8 Allocation of Minutes Late to the Train Operator

In respect of each Monitoring Point, the Minutes Late at that Monitoring Point on a day allocated to the Train Operator (MLT) shall be calculated according to the following formulae:

if MD is greater than zero

$$MLT = \frac{(MDT \cdot ML)}{MD} + DMLT$$

or if MD is equal to zero

$$MLT = (0.5 \cdot ML) + DMLT$$

where:

- ML is the aggregate Minutes Late at that Monitoring Point on that day for all Trains in that Service Group, calculated in accordance with paragraph 2;
- MD is the aggregate Minutes Delay on that day in respect of the Service Group under which that Monitoring Point is listed in column N of Appendix 1, calculated in accordance with paragraph 5.8;
- MDT is that part of such MD allocated to the Train Operator in accordance with paragraph 5.10; and
- DMLT is the deemed minutes late at that Monitoring Point on that day allocated to the Train Operator, derived from the following formula:

$$DMLT = TC \cdot CM$$

where:

- TC is the number of Cancelled Stops recorded at that Monitoring Point on that day for which the Train Operator is allocated responsibility in accordance with paragraph 5.12; and
- CM is the Cancellation Minutes for that Service Group set out in column J of Appendix 1.

## **9 Network Rail Performance Sums**

- 9.1 In respect of a Service Group, the Network Rail Performance Sum (NRPS) for each Period shall be calculated according to the following formula:

$$NRPS = (NRPP - NRWAML) \cdot BF \cdot NRPR$$

where:

- NRPP is the Network Rail Performance Point for that Service Group specified in column B of Appendix 1 for the year in which that Period falls;
- NRWAML is the aggregate for all Monitoring Points in the Service Group of the weighted average minutes late allocated to Network Rail in accordance with the following formula:

$$NRWAML = \sum_{SP} (\underline{MLNR \cdot MPW})$$

where:

- $\sum$  is the sum across all Monitoring Points in the Service Group;
- MLNR is the Minutes Late allocated to Network Rail in respect of each Monitoring Point in that Period, in accordance with paragraph 8;

MPW is the weighting attributable to that Monitoring Point, as specified in column O of Appendix 1; and

SP is the aggregate number of stops to set down passengers at that Monitoring Point scheduled for the Period in the Applicable Timetable for which a stop or Cancelled Stop is recorded in accordance with paragraphs 4.1(a) and (b) except that if SP=0 for any Monitoring Point, then for that Monitoring Point it shall be deemed that  $(\text{MLNR} \cdot \text{MPW})$  shall equal zero;

SP

BF is the relevant busyness factor estimated for the Period according to the following formula:

$$\text{BF} = \frac{\sum (\text{MPW} \cdot \text{SD})}{\text{AS}}$$

where:

$\sum$  is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to that Monitoring Point, as specified in column O of Appendix 1;

SD is the aggregate number of stops to set down passengers at that Monitoring Point scheduled in the Applicable Timetable for that Period for that Service Group; and

AS is the average number of stops per day at the Monitoring Point scheduled in the Bi-annual Timetable in respect of that Period except that if AS=0 for any Monitoring Point it shall be deemed that  $(\text{MPW} \cdot \text{SD})$  shall equal zero; and

AS

NRPR is the relevant Network Rail payment rate for that Service Group specified in column E of Appendix 1 (being the sum of the amount for the marginal revenue effect specified in column C of Appendix 1 and the amount for the societal rate specified in column D of Appendix 1) as indexed in accordance with paragraph 13,

provided that:

- (i) if a Capped Value is specified in respect of that Service Group in Appendix 1 and the value of NRPS in respect of any Period is determined in accordance with the formula set out in this paragraph to be greater than the Capped Value in respect of such Period, then the value of NRPS shall be deemed to be equal to the Capped Value in respect of such Period;



- (ii) the Capped Value shall be multiplied by the CV indexation figure for the Relevant Year;
- (iii) the CV indexation figure in Relevant Year t shall be derived from the following formula:

$$CV_t = 1 + \left( \frac{RPI_{t-1} - RPI_{2003}}{RPI_{2003}} \right)$$

where:

- $CV_t$  means the CV indexation in Relevant Year t;
- $RPI_{t-1}$  means the Retail Prices Index published or determined with respect to November in Relevant Year t-1; and
- $RPI_{2008}$  means the Retail Prices Index published or determined with respect to November 2008.

- 9.2 Where NRPS is less than zero, Network Rail shall pay the amount of the NRPS to the Train Operator. Where NRPS is greater than zero, the Train Operator shall pay that amount to Network Rail.

## 10 Train Operator Performance Sums

- 10.1 In respect of a Service Group, the Train Operator Performance Sum (TPS) for each Period shall be calculated according to the following formula:

$$TPS = (TPP - TWAML) \cdot BF \cdot TPR$$

where:

- TPP is the Train Operator Performance Point for the Service Group specified in column F of Appendix 1;
- TWAML is the aggregate for all Monitoring Points in the Service Group of the weighted average minutes late allocated to the Train Operator in accordance with the following formula:

$$TWAML = \sum \frac{(MLT \cdot MPW)}{SP}$$

where:

- $\sum$  is the sum across all Monitoring Points in the Service Group;
- MLT is the Minutes Late allocated to the Train Operator in respect of each Monitoring Point in that Period, in accordance with paragraph 8;

MPW is the weighting attributable to that Monitoring Point, as specified in column O of Appendix 1; and

SP is the aggregate number of stops to set down passengers at that Monitoring Point scheduled for the Period in the Applicable Timetable for which a stop or Cancelled Stop is recorded in accordance with paragraphs 4.1(a) and (b) except that if SP=0 for any Monitoring Point, then for that Monitoring Point it shall be deemed that  $(\frac{MLT \cdot MPW}{SP})$  shall equal zero;

SP

BF is the relevant busyness factor estimated for the Period according to the following formula:

$$BF = \sum(MPW \cdot \frac{SD}{AS})$$

where:

AS

$\sum$  is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to that Monitoring Point, as specified in column O of Appendix 1;

SD is the aggregate number of stops to set down passengers at the Monitoring Point scheduled in the Applicable Timetable for that Period for that Service Group; and

AS is the average number of stops per day at the Monitoring Point scheduled in the Bi-annual Timetable in respect of that Period except that if AS=0 for any Monitoring Point it shall be deemed that  $(\frac{MPW \cdot SD}{AS})$  shall equal zero; and

TPR is the relevant Train Operator payment rate for that Service Group specified in column I of Appendix 1 (being the sum of the amount of the Train Operator rate specified in column G of Appendix 1 and the amount of the Passenger Charter rate specified in column H of Appendix 1) as indexed in accordance with the provisions in paragraph 13.

10.2 Where TPS is less than zero, the Train Operator shall pay the amount of the TPS to Network Rail. Where TPS is greater than zero, Network Rail shall pay that amount to the Train Operator.

## 11 Notification of Performance Sums

### 11.1 Notification

Within 14 days after the end of each Period, Network Rail shall provide the Train Operator with a statement for each Service Group for that Period showing:

- (a) any Performance Sums for which Network Rail or the Train Operator is liable, together with such supporting information (other than information in respect of incidents recorded as the responsibility of Network Rail) as the Train Operator may reasonably require; and

- (b) any matter referred to in paragraph 6.1 which the Train Operator has disputed in accordance with paragraph 6.4(a) and which is still in dispute.

## **11.2 Disputes**

Within 14 days after receipt by the Train Operator of a statement required under paragraph 11.1, the Train Operator shall notify Network Rail of any aspects of such statement which it disputes, giving reasons for each such dispute. The Train Operator shall not dispute any matter which it has agreed or deemed to have agreed under paragraph 6. Such disputes and any matter referred to in paragraph 11.1(b) shall be resolved in accordance with the procedure in paragraph 16. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of each statement.

## **12 Payment procedures**

### **12.1 Payments and set-off**

- (a) In respect of any and all Performance Sums for which Network Rail and the Train Operator are liable in any Period, the aggregate liabilities of Network Rail and the Train Operator shall be set off against each other. The balance shall be payable by Network Rail or the Train Operator, as the case may be, within 35 days after the end of the Period to which the payment relates.
- (b) Subject to paragraph 12.2, and save as otherwise provided, all other sums payable under this Schedule 8 shall be paid within 35 days after the end of the Period to which such payment relates.

### **12.2 Payments in the event of dispute**

Where any sum which is payable under this paragraph 12 is in dispute:

- (a) the undisputed amount shall be paid or set off (as the case may be) in accordance with paragraph 12.1;
- (b) the disputed balance (or such part of it as has been agreed or determined to be payable) shall be paid or set off (as the case may be) within 35 days after the end of the Period in which the dispute is resolved or determined; and
- (c) from the date at which such balance would but for the dispute have been due to be paid or set off, the disputed balance shall carry interest (incurred daily and compounded monthly) at the Default Interest Rate, unless the dispute relates to an incident the responsibility for which is the subject of a Joint Inquiry, in which case interest shall be payable at the prevailing base rate of Barclays Bank plc.

## **13 Payment rates**

- 13.1 Each payment rate in columns E and I of Appendix 1 shall be adjusted in respect of Periods in Relevant Year t in accordance with the following formula:

$$R_t = R_{t-1} (1 + \frac{RPI_{t-1}}{100})$$

where:

$R_t$  is the relevant rate in the Relevant Year  $t$ ;

$R_{t-1}$  is the relevant rate in the Relevant Year  $t-1$ ; and

$RPI_{t-1}$  means the percentage change (whether of a positive or negative value) in the Retail Prices Index published or determined with respect to November in the Relevant Year  $t-1$  and the index published or determined with respect to November in the Relevant Year  $t-2$ ,

but so that in relation to the Relevant Year commencing on 1 April 2009,  $R_t$  shall have the relevant value specified in the relevant column (either E or I) of Appendix 1 and in the next following Relevant Year  $R_{t-1}$  shall have the same value.

## **14 Not Used**

## **15 Notices**

- 15.1 All notices under this Schedule 8 shall be given in writing and shall be sent by prepaid first class post, email or fax or delivered by hand to the party in question at the address for service last notified by that party.
- 15.2 Any such notice shall be deemed to have been duly received:
- (a) if sent by prepaid first class post, three days after posting unless otherwise proven;
  - (b) if sent by hand, when delivered;
  - (c) if sent by facsimile, (subject to confirmation of uninterrupted transmission by a transmission report) before 1700 hours on a business day, on the day of transmission and, in any other case, at 0900 hours on the next following business day (“business day” for these purposes being a day which is not a Saturday, Sunday or a public holiday in the place where the transmission is to be received); and
  - (d) if sent by email, (unless a notice of non-delivery is received) upon receipt.

## **16 Disputes**

- 16.1 If any dispute is notified under paragraph 11.2 or 14.6 it shall be resolved according to the following procedure:
- (a) within seven days of service of the relevant notice (or, if the dispute relates to an incident the responsibility for which is or is to be the subject of a Joint Inquiry, within seven days of publication of the conclusion of that Joint Inquiry), the parties shall meet to discuss the disputed aspects with a view to resolving all disputes in good faith;
  - (b) if, for any reason, within seven days of the meeting referred to in paragraph 16.1(a), the parties are still unable to agree any disputed aspects, each party shall promptly and in any event within seven days prepare a written summary of the

- disputed aspects and the reasons for each such dispute and submit such summaries to the senior officer of each party;
- (c) within 28 days of the first meeting of the parties, the senior officers of the parties shall meet with a view to resolving all disputes;
  - (d) if no resolution results before the expiry of 14 days following that meeting, then either party may refer the matter for resolution in accordance with the ADRR;

## **17 Amendments to Appendix 1**

### *17.1 Circumstances in which parties agree to amend Appendix 1*

Either party may by notice to the other propose that Appendix 1 be amended in accordance with this paragraph 17.

### *17.2 Procedure for amendments to Appendix 1*

- (a) The party who wishes to amend Appendix 1 shall notify the other party of any such proposed change and the date from which it proposes that such change will have effect:
  - (i) where such change relates to a forthcoming timetable change, on or before the first day of the month 6 months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and
  - (ii) in any other case, prior to the date from which it proposes such change shall have effect.
- (b) Any notice under paragraph 17.2(a) shall:
  - (i) specify as far as possible that party's proposed amendments to Appendix 1; and
  - (ii) be accompanied by information and evidence in reasonable detail supporting the change proposed and setting out the reasons for it.
- (c) The party receiving a notice issued under paragraph 17.2(a) shall respond to that notice in writing, in reasonable detail and with reasons for its response, within 56 days of service of such notice.

- (d) Promptly (and in any event within 34 days) following the service of any response under paragraph 17.2(c), the parties shall endeavour to agree whether Appendix 1 should be amended in accordance with this paragraph 17 and, if so, the amendments.
- (e) If the parties fail to reach agreement within 90 days after service of the relevant notice under paragraph 17.2(a), or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, the parties shall notify the ORR. If the ORR elects to determine the matter, the parties shall furnish the ORR with such information and evidence as the ORR shall require to determine the matter and shall abide by any determination issued by the ORR. If the ORR does not so elect within 56 days of receipt by the ORR of notification in accordance with this paragraph 17.2(e), the matter shall be referred for resolution in accordance with the ADRR. In respect of any such dispute which is referred for resolution under the ADRR the parties shall agree in a Procedure Agreement, as defined in the ADRR, that (A) the relevant ADRR Forum shall have regard to any relevant criteria and/or policy statement recently issued by ORR including in relation to the introduction of any capped value in respect of any Service Group in Appendix 1 and (B) that the relevant ADRR Forum will set out its reasoning in any determination.
- (f) Any amendment to Appendix 1 shall take effect only when it has been approved by the ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this paragraph 17 (other than a determination by the ORR pursuant to paragraph 17.2(e)), the parties shall ensure that the ORR is furnished with such amendment and such information and evidence as it shall require to determine whether or not to approve the amendment.
- (g) Any amendment to Appendix 1 shall apply with effect from:
  - (i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 17.2(a)(i) applies); or
  - (ii) subject to paragraph 17.2(f), the date proposed by the party requesting the change in accordance with paragraph 17.2(a)(ii) (unless otherwise agreed by the parties or determined by the ORR or the expert in relation to the change).

### *17.3 Adjustments to the Performance Monitoring System*

Network Rail shall make appropriate amendments to the Performance Monitoring System to reflect the amendments to Appendix 1 by the date when in accordance with paragraph 17.2(e) such amendments are to take effect, or as soon as reasonably practicable thereafter. Where any such amendment to Appendix 1 or any consequential amendment to the Performance Monitoring System is not made until after that date, Network Rail shall, promptly following such amendments being made, issue to the Train Operator a statement showing the necessary adjustments to the statements already issued and the payments already made in respect of Performance Sums up to and including the Period commencing on the date when in accordance with paragraph 17.2(e) such amendments to Appendix 1 are to take effect. Any such adjusting statement shall be treated as if it were a statement under paragraph 11.1 and, subject to paragraph 12.2, an adjusting payment shall be payable within 35 days of that adjusting statement.

### *17.4 Costs of implementing amendment*

Network Rail shall (subject to any determination of an expert as to costs, where a matter is referred to that expert under paragraph 17.2(c)) be entitled to ninety percent (90%) of costs incurred by or on behalf of Network Rail in assessing and implementing any amendments to Appendix 1 and the Performance Monitoring System, provided that those costs shall be the minimum reasonably necessary for Network Rail to assess and implement that amendment.

### *17.5 Relationship with Appendix 3 and remainder of Schedule 8<sup>19th</sup>*

References in this paragraph to amendments to Appendix 1 shall include any amendments to Appendix 3 or any other relevant parts of Schedule 8 which are agreed or determined to be reasonably required in connection with those amendments to Appendix 1.

## **18. Compensation for sustained poor performance<sup>19th</sup>**

### *18.1 Definitions*

In this paragraph 18, unless the context otherwise requires:

**“Average Periodic Liability”** means one thirteenth of the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant

Calculation Term so that in respect of the period prior to 10 December 2006 such calculation shall be made with reference to the values of NRPS in the relevant period under all of the Previous Access Agreements (as defined in clause 19.2) after such adjustment as is reasonably required to make them correspond to the values which would have applied if all the services concerned had been operated throughout the relevant period under a single track access agreement with a Schedule 8 on the same terms as the Schedule 8 included in this contract;

**“Calculation Term”** means the 13 Periods immediately preceding each Periodic Liability Date;

**“Periodic Liability Date”** means the first day of the first, fourth, seventh and eleventh Periods in each Relevant Year ignoring for these purposes any Period that commences before the Transition Date as referred to in Clause 19); and

**“SPP Threshold”** means the value specified in respect of the end of the relevant Calculation Term in Appendix 3 (as indexed in accordance with paragraph 19).

## 18.2 *Indemnity*

Network Rail shall indemnify the Train Operator against all Relevant Losses in accordance with this paragraph 18 if, and to the extent that, the Average Periodic Liability shows Network Rail has exceeded (that is, equalled or been worse than) the relevant SPP Threshold.

## 18.3 *Determination of Relevant Losses*

Subject to paragraph 18.4, the liability of Network Rail under paragraph 18.2 for sustained poor performance (SPPL) shall be determined in accordance with the following formula:

$$\text{SPPL} = \text{RL} - (\text{PS} + \text{NR}_p + \text{NR}_t)$$

where:

**RL** means the Train Operator’s Relevant Losses arising as a direct result of Minutes Delay and Cancelled Stops during the Calculation Term in each case insofar as these do not arise as a result of an incident for which the Train Operator is allocated responsibility pursuant to paragraph 5.3;



- PS means the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;
- R<sub>p</sub> means Network Rail's liability, if any, for poor punctuality calculated in accordance with paragraph 14.3 in respect of the relevant Calculation Term; and
- R<sub>r</sub> means Network Rail's liability, if any, for poor reliability calculated in accordance with paragraph 14.3 in respect of the relevant Calculation Term.

#### 18.4 *Restrictions on claims by Train Operator*

The Train Operator shall not be entitled to make a claim for Relevant Losses pursuant to this paragraph 18:

- (a) if and to the extent that it has previously recovered those Relevant Losses whether under this paragraph 18 or otherwise; or
- (b) in relation to any Calculation Term or part of it that precedes the Transition Date as referred to in clause 19.

### 19 **SPP Indexation**<sup>19th</sup>

#### 19.1 *SPP Indexation*

Each value specified in Appendix 3 shall be multiplied by the SPP indexation figure for the Relevant Year.

#### 19.2 *Application of SPP Indexation*

The SPP indexation figure in Relevant Year t shall be derived from the following formula:

$$SPPI_t = 1 + \left( \frac{RPI_{t-1} - RPI_{2008}}{RPI_{2008}} \right)$$

where:

- SPPI<sub>t</sub> means the SPP indexation in Relevant Year t;
- RPI<sub>t-1</sub> means the Retail Prices Index published or determined with

respect to November in Relevant Year t-1; and

$RPI_{2008}$  means the Retail Prices Index published or determined with respect to November 2008.

## APPENDIX 1

### HA01 5th 19th 22nd 44th 53<sup>rd</sup>

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O		
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting		
	Performance Point	Payment Rate			Performance Point	Payment Rate											
		MRE	Societal Rate	Total		Train Operator Rate	Passenger Charter Rate	Total									
HA01 – Express	2009/10: ✂	✂	✂	✂	✂	✂	✂	✂	45	180	540	Glasgow – Aberdeen Dyce		Forward	Aberdeen	✂	
	2010/11: ✂										540	Glasgow – Aberdeen Dyce		Forward	Dundee	✂	
	2011/12: ✂										540	Glasgow – Aberdeen Dyce		Reverse	Glasgow Street	Queen	✂
	2012/13: ✂										540	Glasgow – Aberdeen Dyce		Reverse	Street		✂
	2013/14: ✂																
											541	Edinburgh – Aberdeen		Forward	Aberdeen	✂	
											541	Edinburgh – Aberdeen		Forward	Dundee	✂	
											541	Edinburgh – Aberdeen		Reverse	Edinburgh	✂	
											541	Edinburgh – Aberdeen		Reverse	Dundee	✂	
											548	Edinburgh – Falkirk - Glasgow		Forward	Glasgow Street	Queen	✂
	548	Edinburgh – Falkirk - Glasgow		Reverse	Edinburgh		✂										

											549	Glasgow/Edinburgh – Inverness	Forward	Inverness	✂
											549	Glasgow/Edinburgh – Inverness	Forward	Perth	✂
											549	Glasgow/Edinburgh – Inverness	Reverse	Glasgow Queen St	✂
											549	Glasgow/Edinburgh – Inverness	Reverse	Edinburgh	✂
											549	Glasgow/Edinburgh – Inverness	Reverse	Perth	✂
											549	Glasgow/Edinburgh – Inverness	Forward	Kingussie	✂

## HA02 44th 53<sup>rd</sup>

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		MRE	Societal Rate	Total		Train Operator Rate	Passenger Charger Rate	Total							
HA02 – East Coast Suburban	2009/10: ✂	✂	✂	✂	✂	✂	✂	✂	66	264	576	Edinburgh – Dunblane	Forward	Stirling	✂
	2010/11: ✂										576	Edinburgh – Dunblane	Forward	Dunblane	✂
	2011/12: ✂										576	Edinburgh – Dunblane	Reverse	Falkirk Grahamston	✂
	2012/13: ✂										576	Edinburgh – Dunblane	Reverse	Edinburgh	✂
	2013/14: ✂														

											584	Haymarket – North Berwick	Forward	Drem	✂
											584	Haymarket – North Berwick	Reverse	Edinburgh	✂
											584	Haymarket – North Berwick	Reverse	Haymarket	✂
											586	Edinburgh – Newcraighall	Forward	Newcraighall	✂
											586	Edinburgh – Newcraighall	Reverse	Edinburgh	✂
											587A	Fife Circular – Anti-Clockwise	Forward	Edinburgh	✂
											587A	Fife Circular – Anti-Clockwise	Forward	Kirkcaldy	✂
											587A	Fife Circular – Anti-Clockwise	Forward	Markinch	✂
											587C	Fife Circular – Clockwise	Forward	Cowdenbeath	✂
											587C	Fife Circular – Clockwise	Forward	Dunfermline	✂
											587C	Fife Circular – Clockwise	Forward	Edinburgh	✂

## HA03 53<sup>rd</sup>

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		MRE	Societal Rate	Total		Train Operator Rate	Passenger Charter Rate	Total							
HA03 – South West Rural  All Trains	2009/10: ✂ 2010/11: ✂  2011/12: ✂ 2012/13: ✂ 2013/14: ✂	✂	✂	✂	✂	✂	✂	✂	180	270	579	South West Services	Forward	Glasgow Central	✂
											579	South West Services	Forward	Carlisle	✂
											579	South West Services	Forward	Ayr	✂
											579	South West Services	Reverse	Stranraer	✂
											579	South West Services	Reverse	Glasgow Central	✂
											579	South West Services	Reverse	Dumfries	✂

# HA04 21st

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		MRE	Societal Rate	Total		Train Operator Rate	Passenger Charter Rate	Total							
HA04 – Highland Rural	2009/10: ✂	✂	✂	✂	✂	✂	✂	✂	120	180	542	Inverness – Wick/Thurso	Forward	Wick	✂
	2010/11: ✂										542	Inverness – Wick/Thurso	Forward	Tain	✂
	2011/12: ✂										542	Inverness – Wick/Thurso	Reverse	Inverness	✂
	2012/13: ✂										542	Inverness – Wick/Thurso	Forward	Invergordon	✂
	2013/14: ✂														
		543	Inverness – Kyle of Lochalsh	Reverse	Inverness	✂									
		543	Inverness – Kyle of Lochalsh	Forward	Kyle of Lochalsh	✂									
		545	Glq – Oban/Ft William/Mallaig	Forward	Mallaig	✂									
		545	Glq – Oban/Ft William/Mallaig	Forward	Oban	✂									
		545	Glq – Oban/Ft William/Mallaig	Forward	Fort William	✂									
	545	Glq – Oban/Ft William/Mallaig	Reverse	Fort William	✂										
	545	Glq – Oban/Ft William/Mallaig	Reverse	Glasgow Queen St	✂										

											547	Aberdeen – Inverness	Reverse	Elgin	✂
											547	Aberdeen – Inverness	Reverse	Aberdeen	✂
											547	Aberdeen – Inverness	Forward	Dyce	✂
											547	Aberdeen – Inverness	Forward	Inverness	✂
											547	Aberdeen – Inverness	Forward	Keith	✂
											547	Aberdeen – Inverness	Forward	Inverurie	✂



## HA06 Off Peak 44<sup>th</sup> 53<sup>rd</sup>

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performan ce Point	Payment Rate									
		MRE	Societal Rate	Total		Train Operator Rate	Passenge r Charger Rate	Total							
HA06 – Strathclyde Electric (Off Peak)	2009/10: ✂ 2010/11: ✂ 2011/12: ✂ 2012/13: ✂ 2013/14: ✂	✂	✂	✂	✂	✂	✂	✂	45	180	560	Gse North	Forward	Glasgow Queen Street LI	✂
											560	Gse North	Forward	Springburn	✂
											560	Gse North	Forward	Bellgrove	✂
											560	Gse North	Forward	Airdrie	✂
											560	Gse North	Forward	Yoker	✂
											560	Gse North	Forward	Bathgate	✂
											560	Gse North	Forward	Edinburgh	✂
											560	Gse North	Reverse	Airdrie	✂
											560	Gse North	Reverse	Glasgow Queen Street LI	✂
											560	Gse North	Reverse	Helensburgh Central	✂
											560	Gse North	Reverse	Garscadden	✂
											560	Gse North	Reverse	Milngavie	✂
											560	Gse North	Reverse	Dalreoch	✂
											560	Gse North	Reverse	Dalmuir	✂
														Bathgate	✂

										562	Gse South	Forward	Neilston	✂
										562	Gse South	Forward	Newton	✂
										562	Gse South	Reverse	Glasgow Central	✂
										563	Argyle Line	Forward	Coatbridge Central	✂
										563	Argyle Line	Forward	Glasgow Central LI	✂
										563	Argyle Line	Forward	Motherwell	✂
										563	Argyle Line	Forward	Lanark	✂
										563	Argyle Line	Reverse	Glasgow Central LI	✂
										563	Argyle Line	Reverse	Motherwell	✂
										563	Argyle Line	Reverse	Garscadden	✂
										563	Argyle Line	Reverse	Milngavie	✂
										563	Argyle Line	Forward	Larkhall	✂
										563	Argyle Line	Reverse	Dalmuir	✂
										569	Glasgow – Wemyss Bay/Gourock	Forward	Wemyss Bay	✂
										569	Glasgow – Wemyss Bay/Gourock	Forward	Gourock	✂
										569	Glasgow – Wemyss Bay/Gourock	Reverse	Glasgow Central	✂
										571	Glasgow – Ardrossan/Largs	Forward	Ardrossan South Beach	✂
										571	Glasgow – Ardrossan/Largs	Forward	Largs	✂
										571	Glasgow – Ardrossan/Largs	Reverse	Glasgow Central	✂

											573	Glasgow – Ayr	Forward	Ayr	✂
											573	Glasgow – Ayr	Reverse	Glasgow Central	✂

Peak: All trains arriving in Glasgow (Central and Queen St, lower and upper levels) between 0700 and 0959 (inclusive), or departing from Glasgow between 1600 and 1859 (inclusive), Monday to Friday.

## HA06 Peak 44<sup>th</sup> 53<sup>rd</sup>

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performan ce Point	Payment Rate									
		MRE	Societal Rate	Total		Train Operator Rate	Passenger Charger Rate	Total							
HA06 – Strathclyde Electric (Peak)	2009/10: ✂	✂	✂	✂	✂	✂	✂	✂	30	120	560	Gse North	Forward	Glasgow Queen Street LI	✂
	2010/11: ✂										560	Gse North	Forward	Springburn	✂
	2011/12: ✂										560	Gse North	Forward	Bellgrove	✂
	2012/13: ✂										560	Gse North	Forward	Airdrie	✂
	2013/14: ✂										560	Gse North	Forward	Yoker	✂
											560	Gse North	Forward	Bathgate	✂
											560	Gse North	Forward	Edinburgh	✂
											560	Gse North	Reverse	Airdrie	✂
											560	Gse North	Reverse	Glasgow Queen Street LI	✂
											560	Gse North	Reverse	Helensburgh Central	✂
											560	Gse North	Reverse	Garscadden	✂
											560	Gse North	Reverse	Milngavie	✂
											560	Gse North	Reverse	Dalreoch	✂
											560	Gse North	Reverse	Dalmuir	✂
											560	Gse North	Reverse	Bathgate	✂

											562	Gse South	Forward	Neilston	✂
											562	Gse South	Forward	Newton	✂
											562	Gse South	Reverse	Glasgow Central	✂
											563	Argyle Line	Forward	Coatbridge Central	✂
											563	Argyle Line	Forward	Glasgow Central LI	✂
											563	Argyle Line	Forward	Motherwell	✂
											563	Argyle Line	Forward	Lanark	✂
											563	Argyle Line	Reverse	Glasgow Central LI	✂
											563	Argyle Line	Reverse	Motherwell	✂
											563	Argyle Line	Reverse	Garscadden	✂
											563	Argyle Line	Reverse	Milngavie	✂
											563	Argyle Line	Reverse	Anderson	✂
											563	Argyle Line	Forward	Larkhall	✂
											563	Argyle Line	Reverse	Dalmuir	✂
											569	Glasgow – Wemyss Bay/Gourock	Forward	Wemyss Bay	✂
											569	Glasgow – Wemyss Bay/Gourock	Forward	Gourock	✂
											569	Glasgow – Wemyss Bay/Gourock	Reverse	Glasgow Central	✂

											571	Glasgow Ardrossan/Largs	–	Forward	Ardrossan South Beach	✂
											571	Glasgow Ardrossan/Largs	–	Forward	Largs	✂
											571	Glasgow Ardrossan/Largs	–	Reverse	Glasgow Central	✂
											573	Ardrossan/Largs		Forward	Ayr	✂
											573	Glasgow-Ayr		Reverse	Glasgow Central	✂

Peak: All trains arriving in Glasgow (Central and Queen St, lower and upper levels) between 0700 and 0959 (inclusive), Monday to Friday, or departing from Glasgow between 1600 and 1859 (inclusive), Monday to Friday.

# HA07 44th 53rd

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		MRE	Societal Rate	Total		Train Operator Rate	Passenger Charter Rate	Total							
HA07 Strathclyde PTE Diesel  All Trains	2009/10: ✂	✂	✂	✂	✂	✂	✂	✂	56	222	561	Glq/Springburn – Cumbernauld	Forward	Cumbernauld	✂
	2010/11: ✂										561	Glq/Springburn – Cumbernauld	Reverse	Glasgow Queen St	✂
	2011/12: ✂										564	Glasgow – Shotts (- Edinburgh)	Forward	Edinburgh	✂
	2012/13: ✂											Glasgow – Shotts (- Edinburgh)	Reverse	Glasgow Central	✂
	2013/14: ✂											Glasgow – Shotts (- Edinburgh)	Reverse	West Calder	✂
												Glasgow – Shotts (- Edinburgh)	Reverse	Kirknewton	✂
												Glasgow – Shotts (- Edinburgh)	Reverse	Motherwell	✂
	565										Glasgow – Paisley Canal	Forward	Paisley Canal	✂	
											Glasgow – Paisley Canal	Reverse	Glasgow Central	✂	
	566										Glasgow Central – Whifflet	Forward	Whifflet	✂	
Glasgow Central – Whifflet		Reverse	Glasgow Central	✂											

											567	Glasgow – East Kilbride	Forward	East Kilbride	✂
											567	Glasgow – East Kilbride	Forward	Busby	✂
											567	Glasgow – East Kilbride	Reverse	Glasgow Central	✂
											568	Glasgow – Barrhead – Kilmarnock	Forward	Kilmarnock	✂
											568	Glasgow – Barrhead – Kilmarnock	Forward	Barrhead	✂
											568	Glasgow – Barrhead – Kilmarnock	Reverse	Glasgow Central	✂
											572	Motherwell – Cumbernauld	Forward	Cumbernauld	✂
											572	Motherwell - Cumbernauld	Revere	Motherwell	✂
											574	Glasgow Northern Suburban	Forward	Anniesland	✂
											574	Glasgow Northern Suburban	Reverse	Glasgow Queen Street	✂
											575	Glasgow – Stirling – Dunblane/Alloa	Forward	Bishopbriggs	✂
											575	Glasgow – Stirling – Dunblane/Alloa	Forward	Dunblane	✂
											575	Glasgow – Stirling – Dunblane/Alloa	Forward	Stirling	✂
											575	Glasgow – Stirling – Dunblane/Alloa	Forward	Alloa	✂
											575	Glasgow – Stirling – Dunblane/Alloa	Reverse	Glasgow Queen Street	✂
											577	Kilmarnock - Girvan	Forward	Girvan	✂
											577	Kilmarnock - Girvan	Reverse	Kilmarnock	✂
											578	Glasgow – Falkirk Grahamston	Forward	Falkirk Grahamston	✂





# HA11 5th 19th 53rd

A	B	C	D	E	F	G	H	I	J	K	L		M	N	O
Service Group	Network Rail				Train Operator				Cancellation Minutes	CAP	Service Code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate			Performance Point	Payment Rate									
		MRE	Societal Rate	Total		Train Operator Rate	Passenger Charter Rate	Total							
HA11  Qualifying Sleepers  All Trains	2009/10: ✂ 2010/11: ✂ 2011/12: ✂ 2012/13: ✂ 2013/14: ✂	✂	✂	✂	✂	✂	✂	✂	270	270	551	London – Glasgow Sleeper	Forward	London Euston	✂
											551	London – Glasgow Sleeper	Reverse	Glasgow Central	✂
											551	London – Glasgow Sleeper	Reverse	Edinburgh	✂
											553	London – Inverness – Sleeper	Forward	London Euston	✂
											553	London – Inverness – Sleeper	Reverse	Fort William	✂
											553	London – Inverness – Sleeper	Reverse	Inverness	✂
											553	London – Inverness – Sleeper	Reverse	Aberdeen	✂

## APPENDIX 2

### Part 1 Charter Service Groups

#### A) Service Groups for each Charter Service Group – Punctuality & Reliability

Charter Service Group	Schedule 8 Service Group
Express	Express
Highland	Highland Rural
South West	South West Rural
Central	Strathclyde Diesel
East	East Coast Suburban
SPTA	Strathclyde Electrics Peak Strathclyde Electrics Off-Peak Strathclyde Diesels

The Charter Service Group comprises only those Services running from Monday to Saturday (but excluding public holidays).

#### B) Charter Destination Points

Shotts for Livingston South	Glasgow Central	Edinburgh
Slateford for Kirknewton	Drem for North Berwick	West Calder
Motherwell	Perth	Stirling
Dunblane	Oban	Haymarket
Bathgate	Kirkcaldy	Cowdenbeath
Inverkeithing	Glenrothes with Thornton	Wick
Inverness	Aberdeen	Kyle of Lochalsh
Mallaig	Crianlarich	Fort William
Elgin	Dyce	Keith
Dundee	Montrose	Carnoustie
Ladybank	Stranraer	Ayr
Newcastle Central	Girvan	Carlisle
Dumfries	Glasgow Queen Street	Falkirk Grahamston

## APPENDIX 3 – SPP Thresholds

### First ScotRail Limited

	Period	3	6	10	13
2009/10		✂	✂	✂	✂
2010/11		✂	✂	✂	✂
2011/12		✂	✂	✂	✂
2012/13		✂	✂	✂	✂
2013/14		✂	✂	✂	✂

**THIS IS SCHEDULE 9 REFERRED TO IN THE FOREGOING CONTRACT  
BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST  
SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND  
PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 9: LIMITATION ON LIABILITY**

**1 Definitions**

In this Schedule

“Liability Cap” means:

- (a) in relation to the first Contract Year, the sum of £24,394,869.99; and
- (b) in relation to any subsequent Contract Year, the sum calculated in accordance with the following formula:

$$C_n = C_1 * \left( \frac{RPI_n}{RPI_1} \right)$$

where:

- (i)  $C_1$  is the sum of £24,394,869.99;
- (ii)  $C_n$  is the Liability Cap in the nth subsequent Contract Year;
- (iii)  $RPI_n$  is the Retail Prices Index (as defined in Schedule 7) published or determined with respect to the first month of the subsequent Contract Year n; and
- (iv)  $RPI_1$  is the Retail Prices Index (as defined in Schedule 7) published or determined with respect to the month in which this contract became effective under Clause 3.1.

**2 Application**

The limitations on liability contained in this Schedule apply in the circumstances set out in Clause 11.5.

**3 Limitation on Network Rail’s liability**

In relation to any claim for indemnity made by the Train Operator to which this Schedule 9 applies:

- (a) Network Rail shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Contract Year to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year; and
- (b) to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and Network Rail shall have no further liability for it.

#### **4 Limitation on Train Operator's liability**

In relation to any claims for indemnity made by Network Rail to which this Schedule 9 applies:

- (a) the Train Operator shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Contract Year to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year; and
- (b) to the extent its liability for such claims exceeds the Liability Cap for such Contract Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and the Train Operator shall have no further liability for it.

#### **5 Disapplication of limitation**

To the extent that any Relevant Losses:

- (a) result from a conscious and intentional breach by a party; or
- (b) are in respect of obligations to compensate any person for liability for death or personal injury, whether resulting from the negligence of a party or the negligence of any of its officers, employees or agents or from a failure by a party to comply with its Safety Obligations,

such Relevant Losses:

- (i) shall not be subject to the limitation of liability in Schedule 9; and
- (ii) shall not be taken into account when calculating the amount of Relevant Losses in respect of claims admitted or finally determined in a Contract Year for the purposes of the limitations of liability in this Schedule 9.

#### **6 Exclusion of legal and other costs**

The limits on the parties' liabilities provided for in paragraphs 3 and 4 shall not apply to costs incurred in recovering any amount under a relevant claim, including legal, arbitral and other professional fees and expenses.

#### **7 Exclusion of certain Relevant Losses**

A party shall have no claim for Relevant Losses to the extent that such Relevant Losses result from its own negligence or breach of this contract.

#### **8 Continuing breaches**

Nothing in this Schedule 9 shall prevent a party making a new claim for indemnity in respect of a continuing breach of contract which:

- (a) is a continuing breach of contract which continues for more than 12 months;
- (b) is a continuing breach of contract which continues beyond a period within which it might reasonably be expected to have been remedied; or
- (c) is a breach of a Performance Order in relation to a breach of contract,

but any such new claim shall not include any sum which was the subject matter of a previous claim and was extinguished by virtue of paragraph 3(b) or 4(b).

## **9 Final determination of claims**

For the purpose of this Schedule 9, a determination of a claim for Relevant Losses by a Court or other tribunal shall be treated as final when there is no further right of appeal or review from such determination or in respect of which any right of appeal or review has been lost, whether by expiry of time or otherwise.

**THIS IS SCHEDULE 10 REFERRED TO IN THE FOREGOING CONTRACT  
BETWEEN NETWORK RAIL INFRASTRUCTURE LIMITED AND FIRST  
SCOTRAIL LIMITED RELATING TO ACCESS TO RAILWAY TRACK AND  
PASSENGER SERVICES IN SCOTLAND**

**SCHEDULE 10: NETWORK CODE MODIFICATIONS**

**1 Automatic effect**

*1.1 General*

This contract shall have effect:

- (a) with the modifications; and
- (b) from the date,

specified by ORR in a modification notice as supplemented (where appropriate) by a notice of consent to requisite adaptations or a notice of determined requisite adaptations.

*1.2 Retrospective effect*

No relevant notice may have retrospective effect.

**2 Modification notice**

*2.1 Meaning*

A modification notice is a notice given by ORR to the parties for the purposes of this contract which modifies specified provisions of this contract (other than this Schedule 10) by making such modifications as are consequential upon, or necessary to give full effect to, any change to the Network Code.

*2.2 Contents of modification notice*

A modification notice shall state:

- (a) the modifications which are to be made to this contract;
- (b) the date from which specified modifications are to have effect; and, if any such modifications are to have effect from different dates, the dates applicable to each modification; and
- (c) which of the specified modifications are to be subject to adaptation and the backstop date for the requisite adaptations in question.



### **3 Adaptation procedure**

#### *3.1 Application*

This paragraph 3 applies in the case of specified modifications which are specified as being subject to adaptation.

#### *3.2 Negotiation of adaptations*

In respect of the modifications in each modification notice:

- (a) within 14 days of the date of service of the relevant modification notice, the parties shall meet and in good faith negotiate and attempt to agree the requisite adaptations;
- (b) each party shall ensure that:
  - (i) such negotiations are conducted in good faith in a timely, efficient and economical manner, with appropriate recourse to professional advice; and
  - (ii) ORR's criteria are applied in the negotiations; and
- (c) the negotiations shall not continue after the backstop date.

#### *3.3 Agreed adaptations - notice to the Office of Rail Regulation*

If the parties have agreed the requisite adaptations on or before the backstop date, not later than 7 days after the backstop date the agreed requisite adaptations shall be sent by the parties to ORR for its consent, together with a statement, signed by or on behalf of both parties:

- (a) stating the reasons for the agreed requisite adaptations;
- (b) stating the extent to which and ways in which ORR's criteria have been applied in arriving at the agreed requisite adaptations and, in any case where they have not been applied, the reasons; and
- (c) giving such other information as ORR may have requested.

#### *3.4 Agreed adaptations - Office of Rail Regulation's consent*

If ORR is satisfied with the agreed requisite adaptations, and it gives a notice of consent to requisite adaptations, they shall have effect as provided for in paragraph 3.8.

#### *3.5 Agreed requisite adaptations - Office of Rail Regulation's refusal of consent*

If ORR gives notice to the parties that it is not satisfied with any or all of the agreed requisite adaptations, it may:

- (a) require the parties again to follow the procedure for negotiating requisite adaptations (with such modifications as to time limits as it specifies), in which case they shall do so; or

- (b) determine the requisite adaptations itself.

### *3.6 Requisite adaptations - failure to agree or submit*

If the parties have failed to submit agreed requisite adaptations to ORR for its consent within 7 days after the backstop date, it may determine the requisite adaptations itself.

### *3.7 Notice of determined requisite adaptations*

A notice of determined requisite adaptations is a notice:

- (a) given by ORR to the parties for the purposes of this paragraph 3 following the failure of the parties to send to ORR within 7 days of the backstop date requisite adaptations to which it gives its consent; and
- (b) which states the requisite adaptations which ORR has determined should be made using its powers to do so under paragraph 3.5 or 3.6.

### *3.8 Effect of requisite adaptations*

Requisite adaptations established either:

- (a) by agreement of the parties and in respect of which ORR has given a notice of consent to requisite adaptations under paragraph 3.4; or
- (b) by the determination of ORR under paragraph 3.5 or 3.6 and stated in a notice of determined requisite adaptations,

shall have effect from such date as ORR states in the relevant notice of consent to requisite adaptations or (as the case may be) the relevant notice of determined requisite adaptations.

## **4 Procedural matters**

### *4.1 More than one notice*

More than one modification notice may be given.

### *4.2 Differences etc as to requisite adaptations*

Any difference or question as to whether any thing is a requisite adaptation shall be determined by ORR:

- (a) on the application of either party; and
- (b) in accordance with such procedure (including as to consultation) as ORR may by notice to the parties determine.

#### 4.3 *Co-operation and information*

If ORR gives notice to either or both of the parties that it requires from either or both of them information in relation to any requisite adaptation or proposed requisite adaptation:

- (a) the party of whom the request is made shall provide the requested information promptly and to the standard required by ORR; and
- (b) if that party fails timeously to do so, ORR shall be entitled to proceed with its consideration of the matter in question and to reach a decision in relation to it without the information in question and the party in default shall have no grounds for complaint in that respect.

#### 4.4 *Office of Rail Regulation's criteria*

In relation to the negotiation of any requisite adaptation, ORR shall be entitled to:

- (a) give to the parties any criteria of its which it requires to be applied in the negotiations; and
- (b) modify the criteria after consultation.

#### 4.5 *Procedural modifications*

In relation to the procedure in paragraph 3 for the agreement or establishment of requisite adaptations (including the times within which any step or thing requires to be done or achieved):

- (a) such procedure may be modified by ORR by a notice of procedural modification given by it to the parties; but
- (b) ORR may give a notice of procedural modification only if it is satisfied that it is necessary or expedient to do so in order to promote or achieve the objectives specified in section 4 of the Act or if such a notice is requested by both parties.

#### 4.6 *Dates*

In this Schedule 10:

- (a) where provision is made for a date to be specified or stated by ORR it may, instead of specifying or stating a date, specify or state a method by which a date is to be determined, and references to dates shall be construed accordingly; and
- (b) any notice given by ORR which states a date may state different dates for different purposes.

#### 4.7 *Requirement for prior consultation*

No relevant notice shall have effect unless:

- (a) ORR has first consulted the parties and the Scottish Ministers in relation to the proposed relevant notice in question;

- (b) in the consultations referred to in paragraph 4.7(a), ORR has made available to the parties and the Scottish Ministers such drafts of the proposed relevant notice as it considers are necessary so as properly to inform them of its contents;
- (c) ORR has given each party and the Scottish Ministers the opportunity to make representations in relation to the proposed relevant notice and has taken into account all such representations (other than those which are frivolous or trivial) in making its decision on the relevant notice to be given;
- (d) ORR has notified the parties and the Scottish Ministers as to its conclusions in relation to the relevant notice in question (including by providing to each such person a copy of the text of the proposed relevant notice) and its reasons for those conclusions; and
- (e) in effecting the notifications required by paragraph 4.7(d), ORR has treated as confidential any representation (including any submission of written material) which (and to the extent that) the person making the representation, by notice in writing to ORR or by endorsement on the representation of words indicating the confidential nature of such representation, has specified as confidential information.

#### 4.8 *Consolidated contract*

Not later than 28 days after the giving of the last of:

- (a) a modification notice; and
- (b) a notice of determined requisite adaptations or a notice of consent to requisite adaptations (as the case may be),

Network Rail shall prepare and send to the Train Operator, ORR and the Scottish Ministers a copy of this contract as so modified.

#### 4.9 *Saving*

Nothing in this Schedule 10 affects:

- (a) the right of either party to approach and obtain from ORR guidance in relation to the requisite adaptations; or
- (b) the right of ORR at any time to effect modifications to the Network Code under Condition C8 of that code.

### 5 **Definitions**

In this Schedule 10:

**“backstop date”** means the date (being not earlier than 28 days from the date of the modification notice) specified as such in a modification notice (or such later date as may be established under paragraph 3.5(a) or 4.6);

<b>“modification notice”</b>	has the meaning ascribed to it in paragraph 2.1;
<b>“notice of consent to requisite adaptations”</b>	means a notice given by ORR under paragraph 3.4;
<b>“notice of determined requisite adaptations”</b>	has the meaning ascribed to it in paragraph 3.7;
<b>“notice of procedural modification”</b>	means a notice given by ORR to the parties under paragraph 4.5 modifying any aspect of the procedure in this Schedule 10 for the agreement or establishment of requisite adaptations;
<b>“Office of Rail Regulation’s criteria”</b>	means the criteria established by ORR for the purposes of the negotiation of requisite adaptations and given to the parties, or modified, under paragraph 4.4;
<b>“relevant notice”</b>	means a modification notice, notice of determined requisite adaptations, notice of procedural modification or notice of modification of ORR’s criteria;
<b>“requisite adaptations”</b>	in relation to specified modifications, means the amendments (including the addition of information) to the provisions in question which are necessary or expedient so as to give full effect to them in the particular circumstances of the case, and “adaptation” shall be construed accordingly; and
<b>“specified”</b>	means specified in a modification notice.

## **SCHEDULE 11 RELEVANT ADDITIONAL SCHEDULE 5 JOURNEY TIMES TABLES**

### **1 Automatic effect**

#### **1.1 General**

This contract shall have effect:

- (a) with the Relevant Additional Schedule 5 Journey Times Tables and;
- (b) from the date, specified by ORR in a Notice of Consent or Notice of Determined Relevant Additional Schedule 5 Journey Times Tables.

#### **1.2 Retrospective effect**

A Notice of Consent or Notice of Determined Relevant Additional Schedule 5 Journey Times Tables may not have retrospective effect.

### **2 Procedures governing Relevant Additional Schedule 5 Journey Times Tables**

#### **2.1 Negotiation of Relevant Additional Schedule 5 Journey Times Tables**

In respect of the Schedule 5 Journey Times Tables:

- (a) the parties shall, before the Backstop Date, meet and negotiate and attempt to agree the Relevant Additional Schedule 5 Journey Times Tables;
- (b) each party shall ensure that such negotiations are conducted in a timely, efficient and economical manner, with appropriate recourse to professional advice and;
- (c) the negotiations shall not continue after the Backstop Date.

#### **2.2 Relevant Additional Schedule 5 Journey Times Tables – format agreed**

If the parties agree the Relevant Additional Schedule 5 Journey Times Tables on or before the Backstop Date, Network Rail shall within 14 days submit them to the ORR for approval in accordance with paragraph 2.6.

#### **2.3 Relevant Additional Schedule 5 Journey Times Tables - failure to agree**

If the parties fail to agree the Relevant Additional Schedule 5 Journey Times Tables on or before the Backstop Date Network Rail shall within 5 Working Days notify ORR in writing of such failure to agree.

## **2.4 Submission of Relevant Additional Schedule 5 Journey Times Tables by the Train Operator on failure to agree**

If the parties fail to agree the Relevant Additional Schedule 5 Journey Times Tables by the Backstop Date then the train operator will submit its proposals on the Relevant Additional Schedule 5 Journey Times Tables to the ORR for consideration, with an explanation of why it believes its proposal is reasonable. The Train Operator shall also send on the same day a copy to Network Rail of its proposals and explanation.

## **2.5 Response by Network Rail on the proposed Relevant Additional Schedule 5 Journey Times Tables on failure to agree**

Within 14 days of receipt of the copy of the Train Operator's proposal and explanation submitted to ORR pursuant to paragraph 2.4, Network Rail shall provide to the ORR its response to the Train Operator's proposal and copy this to the Train Operator. This response will set out the extent to which Network Rail agrees with the Train Operator's proposals on the Relevant Additional Schedule 5 Journey Times Tables and an explanation as to why it believes any further protection would be unreasonable. Network Rail shall include in its response a set of Relevant Additional Schedule 5 Journey Times Tables which define those limits on journey times which are acceptable to Network Rail together with its reasons.

## **2.6 Relevant Additional Schedule 5 Journey Times Tables – ORR's consent**

If ORR is satisfied with the Relevant Additional Schedule 5 Journey Times Tables submitted to it pursuant to paragraph 2.2, 2.4 or 2.5 and it gives a notice to that effect, such modifications shall have effect as provided for in paragraph 1.1.

## **2.7 Relevant Additional Schedule 5 Journey Times Tables – ORR's refusal of consent**

If ORR gives notice to the parties that it is not satisfied with any or all of the proposed Relevant Additional Schedule 5 Journey Times Tables, it may:

- (a) require the parties again to follow the procedure or any part of the procedure set out in paragraphs 2.1 to 2.3 for agreeing Relevant Additional Schedule 5 Journey Times Tables (with such modifications as to time limits as it specifies) and giving such guidance as it sees fit, in which case they shall do so; or
- (b) determine the Relevant Additional Schedule 5 Journey Times Tables itself and give a notice specifying such Relevant Additional Schedule 5 Journey Times Tables or such other modifications to the agreement as it considers necessary to provide the parties with journey time rights to comply with the ORR Criteria.

### **3 Procedural matters**

#### **3.1 Co-operation and information**

If ORR gives notice to either or both of the parties that it requires from either or both of them information in relation to the Relevant Additional Schedule 5 Journey Times Tables or proposed Relevant Additional Schedule 5 Journey Times Tables:

- (a) the party of whom the request is made shall provide the requested information promptly and to the standard required by ORR; and
- (b) if that party fails timeously to do so, ORR shall be entitled to proceed with its consideration of the matter in question and to reach a decision in relation to it without the information in question and the party in default shall have no grounds for complaint in that respect.

#### **3.2 Drafting Criteria**

Any Relevant Additional Schedule 5 Journey Times Tables shall:

- (a) be drafted to meet a high standard of simplicity, clarity and legal precision;
- (b) use definitions, terminology and numbering, including any bespoke provisions based on previous track access agreements, which are consistent with the defined terms, terminology and numbering used in this contract;
- (c) take account, where relevant, of the ‘Criteria and procedures for the approval of passenger track access contracts’, published by the ORR, as amended from time to time;

#### **3.3 Procedural modifications**

In relation to the procedure in paragraph 2 for the Relevant Additional Schedule 5 Journey Times Tables (including the times within which any step or thing requires to be done or achieved):

- (a) such procedure may be modified by ORR by a Notice of Procedural Modifications but;
- (b) ORR may only give a Notice of Procedural Modifications if it is satisfied that it is necessary or expedient to do so in order to promote or achieve the objectives specified in section 4 of the Act or if it is requested by both parties.



### 3.4 Dates

In this Schedule:

- (a) where provision is made for a date to be specified or stated by ORR, it may, instead of specifying or stating a date, specify or state a method by which a date is to be determined, and references to dates shall be construed accordingly and;
- (b) any notice given by ORR which states a date may state different dates for different purposes.

### 3.5 Consolidated contract

Not later than 28 days after the giving of a Notice of Consent or Notice of Determined Relevant Additional Schedule 5 Journey Times Tables, Network Rail shall prepare and send to the Train Operator and ORR a copy of this contract as so modified.

### 3.6 Saving

Nothing in this Schedule affects the right of either party to approach and obtain from ORR guidance in relation to Relevant Additional Schedule 5 Journey Times Tables.

## 4 Definitions

In this Schedule 11:

**“Backstop Date”** means 30<sup>th</sup> August 2009;

**“Notice of Consent”** means a notice given by ORR to the parties under paragraph 2.6;

**“Notice of Determined Relevant Additional Schedule 5 Journey Times Tables”** means a notice given by ORR to the parties under paragraph 2.7 (b);

**“Notice of Procedural Modifications”** means a notice given by ORR to the parties under paragraph 3.3 modifying any aspect of the procedures in this Schedule;

**“ORR’s Criteria”** means the requirements of Section 4 of the Railways Act 1993 as amended by the Transport Act 2000 and the Railways Act 2005.

**“Relevant Additional Schedule 5 Journey Times Tables”** means:

- (a) any additional tables to be inserted into Schedule 5 relating to Journey Time Protection in the form of any of the following tables as appropriate: Fastest Key Journey Times, Maximum Key Journey Times, Maximum Journey Times
- (b) any modifications to any other part of Journey Times tables of this contract and;
- (c) any modifications to any other part of Schedule 5 of this contract which are necessary as a consequence of any modifications under paragraph (a) and (b).

SIGNED on behalf of NETWORK RAIL INFRASTRUCTURE LIMITED by IAIN COUCHER, [Director/ ~~Secretary/ Authorised Signatory~~], at 40 Melton Street, London on 3<sup>rd</sup> December 2004 in the presence of:

Witness	Jo Elliot	[Signature]	Iain Coucher
Full name	Joanne Elliot	Director/	<del>Secretary/ Authorised Signatory</del>
Address of Witness	23 Ogard Rd		
	Hoddesdon		
	Herts		

SIGNED on behalf of FIRST SCOTRAIL LIMITED by MARY DICKSON  
[Director/ ~~Secretary/ Authorised Signatory~~], at Glasgow on 10 December 2004 in the presence of:

Witness	M Price	[Signature]	Mary Dickson
Full name	Mike Price	Director/	<del>Secretary/ Authorised Signatory</del>
Address of Witness	87 Union Street, Glasgow, G1 3TA		

## **FIRST SCOTRAIL LIMITED**

## **END NOTES**

### **1. Annex A of Schedule 5 – Introduction of Hamilton to Anderston service**

The modifications made to Schedule 5 by the introduction of the Hamilton to Anderston service shall have effect from 0200 hours on the 12<sup>th</sup> December 2004.

Schedule 5 was amended by the deletion of the words “Subject to the provisions of Annex A, Schedule 5 shall be as follows” where they appear under the heading “Schedule 5” and replaced with the words “Subject to the provisions of Annex B, Schedule 5 shall be as follows:”

The following tables were deleted:

Table 2.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Westbound);

Table 2.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Eastbound);

Table 2.2: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line;

Table 3.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line;

Table 3.3: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Westbound);

Table 3.3: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Eastbound);

Table 4.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Westbound);

Table 4.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Eastbound);

Table 5.1: Service Group HA06: Strathclyde Electric 563 Argyle Line;

Table 6.1: Service Group HA06: First ScotRail Strathclyde; and replaced with a new tables for these Service Groups.

## 2. **Third Supplemental Agreement dated 16 December 2004**

This Supplement Agreement shall have effect until the Expiry Date or the early termination of the Contract.

Schedule 2 was amended by the deletion and replacement of paragraph 4 to Group 1: “ScotRail Express Routes”.

## 3. **Second Supplemental Agreement Dated 29 April 2005**

This Supplemental Agreement shall have effect until the Expiry Date or on earlier termination of the contract.

Schedule 8 was amended by the deletion and replacement of the following tables:

- (1) table relating to Service Group HA06 Strathclyde Electric (Off-Peak); and
- (2) table relating to Service Group HA06 Strathclyde Electric (Peak).

## 4. **Twelfth Supplemental Agreement dated 22 August 2005**

This Supplemental Agreement shall have effect until 0159 on 18 September 2005.

Schedule 5 was amended as follows:-

Table 5.1 relating to Specified Equipment for Service Group HA02 East Coast locals, Service 584 North Berwick – Edinburgh – Glasgow was deleted and replaced with a new table 5.1.

Service row relating to Edinburgh Waverley and North Berwick in Table 6.1, HA02 East Coast Locals was deleted and replaced with a new service row.

The service rows relating to North Berwick and Edinburgh Waverley, and Edinburgh Waverley and North Berwick in Table 6.2, HA02 East Coast Locals shall be deleted and replaced with new service rows.

**5. Eleventh Supplemental Agreement dated 31 August 2005**

This Supplemental Agreement shall have effect until 0159 on 5 September 2005.

Schedule 5 was amended as follows:-

- (1) footnote 2 relating to table 2.2 Additional Passenger Train Slots, Service Group HA01 Express, Service 548, Edinburgh – Glasgow, was deleted and replaced with “Thursday, Friday and Saturday operating from Thursday 1<sup>st</sup> September 2005 to Saturday 3<sup>rd</sup> September 2005 inclusive between 2330 and 0130 the following day”;
- (2) table 2.2 Additional Passenger Train Slots Service Group HA02: East Coast Locals, Service 564 Edinburgh- Shotts - Motherwell was delete and replaced with a new table;
- (3) a new table 2.2 Additional Passenger Train Slots, Service Group HA07, Strathclyde PTE Diesel, Service 564 Glasgow – Shotts was inserted; and

- (4) a new table 2.2 Additional Passenger Train Slots, Service Group HA02 East Coast Locals, Service 586 Edinburgh Waverley – Newcraighall was inserted.

**6. Thirteenth Supplemental Agreement Dated 20 September 2005**

This Supplemental Agreement shall have effect until the Expiry Date or on earlier termination of the Contract.

Schedule 5 shall be amended by the deletion of table 5.1 relating to specified equipment for service group HA02 East Coast locals, Service 584 North Berwick – Edinburgh – Glasgow and the insertion of a new table 5.1.

**7. Fourth Supplemental Agreement Dated 23 September 2005**

This Supplemental Agreement shall have effect until the Expiry Date or on earlier termination of the Contract.

Schedule 5 was amended by the deletion and replacement of the following tables:

- (1) table 2.1, Passenger Train Slots “HA07: Strathclyde PTE Diesel 574;
- (2) table 3.1, Service Intervals “HA07: Strathclyde PTE Diesel 574;
- (3) table 3.3, Earliest and latest Passenger Train Slots “HA07: Strathclyde Electric 574;
- (4) table 4.1, Calling Pattern “HA07: Strathclyde PTE Diesel 574;
- (5) table 5.1, Specified Equipment “HA07: Strathclyde PTE Diesel 574;

Table 6.2, Fastest Key Journey Times “HA07: First ScotRail Strathclyde Diesel” was amended by the insertion of the new service description relating to Glasgow Queen Street and Anniesland and the deletion of the words “First ScotRail Strathclyde Diesel” where they appear in the heading after the words “Service Group HA07” and shall be replaced with the words “Strathclyde PTE Diesel

Paragraph 3 to Annex B: Changes to Schedule 5 was amended by the deletion of the following entries:-

- (1) “Table 2.1: Service Group HA07: Strathclyde PTE Diesel, Service 574;”
- (2) “Table 3.1: Service Group HA07: Strathclyde PTE Diesel, Service 574;”
- (3) “Table 3.3: Service Group HA07: Strathclyde Electric, Service 574;”
- (4) “Table 4.1: Service Group HA07: Strathclyde PTE Diesel, Service 574;”
- (5) “Table 5.1: Service Group HA07: Strathclyde PTE Diesel, Service 574;”

The following tables in Annex B were deleted in their entirety:-

- (1) table 2.1, Passenger Train Slots HA07: Strathclyde PTE Diesel;
- (2) table 3.1, Service Intervals HA07 Strathclyde PTE Diesel;
- (3) table 3.3, First and Last Services HA07: Strathclyde Electric;
- (4) table 4.1, Calling Pattern “HA07: Strathclyde PTE Diesel; and
- (5) table 5.1, Specified Equipment “HA07: Strathclyde PTE Diesel.

Table 6.2, “HA06: Fastest Key Journey Times” to Annex B was amended by the deletion of the last line of entry relating to Glasgow to Anniesland via Maryhill with a TSC of 13574515.

Appendix 1 to Schedule 8 was amended by the deletion and replacement of the table relating to Service Group HA07 – Strathclyde PTE Diesel.

#### **8. Fifteenth Supplemental Agreement dated 22 November 2005**

This supplemental took effect from 11 December 2005, and shall expire on the Expiry Date or earlier termination of the contract.

This supplemental deleted Tables HA06 Peak and Off-peak in Appendix 1 of Schedule 8 and replaced these with new Tables.

#### **9. Fourteenth Supplemental dated 6 December 2005**

This supplemental took effect from 11 December 2005, and shall expire on the Expiry Date or earlier termination of the contract.

1. The supplemental amended Schedule 5 of the contract as follows:-

(i) Table 2.1, HA06 Strathclyde Electric, Service 569 was amended by the deletion and replacement of footnotes number 1 and 3 as follows:-

“<sup>1</sup> Total Weekday Passenger Train Slots between Glasgow Central and Gourock is 50 on Thursdays and Fridays”;

“<sup>3</sup> Total Off-peak Passenger Train Slots between Glasgow Central and Gourock is 46 on Thursdays and Fridays”;

(ii) the following service row in Table 2.1, HA06 Strathclyde Electric, Service 571 was deleted:-

1					2							
Service Group HA06: Strathclyde Electrics												
Service 571 - Glasgow – Ardrossan – Largs					Passenger Train Slots							
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Satur-day	Sunday	Summer Sundays <sup>2</sup>	Xmas Sundays	26th December
Glasgow Central	Ardrossan South Beach			13571015	1	0	1	0	0	0	0	0

and was replaced with the following:

1					2							
Service Group HA06: Strathclyde Electrics												
Service 571 - Glasgow – Ardrossan – Largs					Passenger Train Slots							
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Satur-day	Sunday	Summer Sundays <sup>2</sup>	Xmas Sundays	26th December
Glasgow Central	Ardrossan South Beach			13571015	2	0	2	0	0	0	0	0

(iii) the following service row in Table 2.1, HA06 Strathclyde Electric, Service 573 was deleted:-



1					2							
Service Group HA06: Strathclyde Electrics												
Service 573 - Glasgow – Ayr					Passenger Train Slots							
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Satur-day	Sunday	Summer Sundays <sup>2</sup>	Xmas Sundays	26th December
Glasgow Central	Ayr	Paisley		13573015	37	5	32	36	26	15	25	32

and replaced with the following:

1					2							
Service Group HA06: Strathclyde Electrics												
Service 573 - Glasgow – Ayr					Passenger Train Slots							
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Satur-day	Sunday	Summer Sundays <sup>2</sup>	Xmas Sundays	26th December
Glasgow Central	Ayr	Paisley		13573015	38	5	33	36	26	15	25	32

- (iv) Table 3.3, HA06 Strathclyde Electric, Service 569 was amended by the deletion and replacement of footnote number 1 as follows:-

“<sup>1</sup> 2350 on Thursdays and Fridays”;

- (v) Table 3.3, HA06 Strathclyde Electric, Service 571 - Glasgow Ardrossan – Largs, Service row from Glasgow Central to Ardrossan South Beach was amended by the deletion of the latest passenger train slot time “2315” where it appears under the heading ‘Weekdays’ in column 2 and replaced with “2345”; and
- (vi) Table 3.3, HA06 Strathclyde Electric, Service 573 Glasgow – Ayr, Service row from Glasgow Central to Ayr was amended by the deletion of the latest passenger train slot time “2330” where it appears under the heading ‘Weekdays’ in column 2 and was replaced with “0015”.

- 2 Annex B was amended as follows:-

- (i) the following Service row in Table 2.1, HA06 Strathclyde Electric, Service 560 - Glasgow North Electrics (Westbound) was deleted:-

1					2						
Service Group HA06: Strathclyde Electric											
Service560 - Glasgow North Electrics (Westbound)					Passenger Train Slots						
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Satur-day	Sunday	Xmas Sundays	26th December
Drumgelloch	Helensburgh Central	Yoker		13560015	34	6	28	34	0	0	30

and was replaced with the following:

1					2						
Service Group HA06: Strathclyde Electric											
Service 560 - Glasgow North Electrics (Westbound)					Passenger Train Slots						
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Xmas Sundays	26th December
Drumgelloch	Helensburgh Central	Yoker		13560015	35	6	29	35	0	0	30

- (ii) the following Service row in Table 2.1, HA06 Strathclyde Electric, Service 560 - Glasgow North Electrics (Eastbound) was deleted:-

1					2						
Service Group HA06: Strathclyde Electric											
Service 560 - Glasgow North Electrics (Eastbound)					Passenger Train Slots						
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Xmas Sundays	26th December
Helensburgh Central	Drumgelloch	Yoker		13560015	33	6	27	33	0	0	29

and was replaced with the following:

1					2						
Service Group HA06: Strathclyde Electric											
Service 560 - Glasgow North Electrics (Eastbound)					Passenger Train Slots						
From	To	Via	Description	TSC	Total weekday	Peak <sup>1</sup>	Off-peak	Saturday	Sunday	Xmas Sundays	26th December
Helensburgh Central	Drumgelloch	Yoker		13560015	34	6	28	34	0	0	29

- (iii) Table 3.3 HA06 Strathclyde Electric, Service 560 Glasgow North Electrics was deleted and replaced with a new table.
- (iv) Table 3.3 HA06 Strathclyde Electric, Service 563 Argyll Line (Westbound) was deleted and replaced with a new table.
- (v) Table 3.3 HA06 Strathclyde Electric, Service 563 Argyll Line (Eastbound) was deleted and replaced with a new table.
- (vi) Table 3.3 HA07 Strathclyde Electric, Service 574 Glasgow – Anniesland/Garelochhead was deleted and replaced with a new table.

## 10. **Fifth Supplemental Agreement dated 11 December 2005**

This supplemental agreement shall have effect from 0200 hours on 11 December 2005 until the Expiry Date or termination of the contract.

Table 2.1 HA01 Express, Service 549 Glasgow – Perth – Inverness was deleted and replaced with a new table;

Table 2.1 HA04 Highland rural, Service 543 Inverness – Wick/Kyle of Lochalsh was deleted and replaced with a new table;

Table 3.3 HA01 Express, Service 549 Glasgow – Perth – Inverness was deleted and replaced with a new table;

Table 3.3 HA04 Highland Rural, Service 543 Inverness – Wick/Kyle of Lochalsh was deleted and replaced with a new table;

Table 4.1 HA04 Highland Rural, Service 543 Inverness – Wick/Kyle of Lochalsh was deleted and replaced with a new table; and

Table 4.1 HA01 Express, Service 549 Glasgow – Perth – Inverness was deleted and replaced with a new table.

The fastest key journey time in Table 6.2 HA04 Highland Rural Inverness – Thurso was amended from 3 hours 31 minutes to 3 hours 44 minutes and for Inverness – Thurso was amended from 3 hours 31 minutes to 3 hours 46 minutes.

Appendix 1 to Schedule 8 was amended by the replacement of the table relating to Service Group HA01, Express and the amendment of references to “Payment Rule”, “Train Operator Rule” and “Passenger Charger Rate” to “Payment Rate”, “Train Operator Rate” and Passenger Charter Rate”.

## **11. Sixth Supplemental Agreement dated 11 December 2005**

This supplemental agreement shall have effect from 0200 hours on 11 December until 0159 on 11 December 2006.

Schedule 2 was amended by:

The paragraph headed “Aberdeen to Inverness” was deleted in its entirety and the subsequent paragraph “2.7 Glasgow-Kirkcaldy” was amended to read “2.6”;

the paragraph ending with the words “via Dingwall Junction” was amended to be noted as paragraph (a) and the following new paragraph (b) was inserted:

“(b) **Aberdeen to Inverness**

Main Routes extending from the Southern end of the platforms located at Aberdeen Station to the buffers at Inverness Station including the facility to run round trains at the southern end of Aberdeen Station and the use of the track at the Dufftown Branch platform at Keith and which Routes run via Elgin”.

Schedule 5 was amended as follows:-

Table 2.1, Passenger Train Slots “HA01: Express, Service 547 – Aberdeen - Inverness” shall be deleted and replaced with a new table;

A new Table 2.1 “HA04: Highland Rural Service 547 Aberdeen Inverness was inserted;

Table 3.3, Earliest and latest Passenger Train Slots “HA01: Express, Service 547 – Aberdeen - Inverness” was deleted and replaced with a new table;

Table 4.1, Calling Patterns “HA01: Express, Service 547 – Aberdeen – Inverness” was deleted and replaced with a new table;

Table 5.1, Specified Equipment “HA01: Express, Service 547 – Aberdeen – Inverness” was deleted and replaced with a new table; and

the Service descriptions of Aberdeen to Inverness and Inverness to Aberdeen and related text where they appear in Table 6.2, Fastest Key Journey Times “HA01: Express”, shall be deleted and replaced with a new Service description.

Appendix 1 to Schedule 8 was amended by the deletion of the table relating to HA04, Highland Rural and replaced with a new table.

**12. Seventh Supplemental Agreement dated 11 December 2005**

This supplemental agreement is effect from 0200 hours on 11 December 2005 until the expiry date or earlier termination of the contract.

Schedule 5 was amended as follows:-

Table 2.1, Passenger Train Slots: HA04 Highland Rural, Service 545 – ‘Glasgow – Oban/Fort William/Mallaig’ was deleted and replaced with a new table;

Table 3.3, Earliest and latest Passenger Train Slots: HA07 Strathclyde Electric, Service 574, was amended by the deletion of the words “Strathclyde Electric” where they appear in the ‘Service Group’ heading and shall be replaced with the words “Strathclyde PTE Diesel”; and

Table 3.3, Earliest and latest Passenger Train Slots: HA04 Highland Rural, Service 545 – ‘Glasgow – Oban/Fort William/Mallaig’ was deleted and replaced with a new table.

**13. 9<sup>th</sup> Supplemental Agreement - Expired**

This supplemental agreement had effect from 9<sup>th</sup> July 2005 and expired on 13 July 2005.

**14. 10<sup>th</sup> Supplemental Agreement - Expired**

This supplemental agreement had effect from 4 August 2005 and expired on 1 September 2005.

**15. Annex B to Schedule 5**

The amendments under Annex B to Schedule 5 had effect from 0200 on the 11 December 2005 until expiry of the contract.

The amendments deleted the following tables in Schedule 5:

Table 2.1: Service Group HA06: Strathclyde Electric, Service 560 Argyle Line (Westbound);

Table 2.1: Service Group HA06: Strathclyde Electric, Service 560 Argyle Line (Eastbound);

Table 2.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Westbound);

Table 2.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Eastbound);

Table 2.2: Service Group HA06: Strathclyde Electric, Service 560;  
Table 2.2: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line;  
Table 3.1: Service Group HA06: Strathclyde Electric, Service 560 Glasgow North Electrics;  
Table 3.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line;  
Table 3.3: Service Group HA06: Strathclyde Electric, Service 560;  
Table 3.3: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Westbound);  
Table 3.3: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Eastbound);  
Table 4.1:Service Group HA06: Strathclyde Electric, Service 560 Glasgow North Electrics (Westbound);  
Table 4.1:Service Group HA06: Strathclyde Electric, Service 560 Glasgow North Electrics (Eastbound);  
Table 4.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Westbound);  
Table 4.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line (Eastbound);  
Table 5.1: Service Group HA06: Strathclyde Electric, Service 560 Glasgow North Electrics;  
Table 5.1: Service Group HA06: Strathclyde Electric, Service 563 Argyle Line;  
Table 6.1: Service Group HA06: First ScotRail Strathclyde;  
Table 6.2: Service Group HA06: Strathclyde Electric;  
and replaced them with new tables as detailed in Annex B.

## **16. Seventeenth Supplemental Agreement dated 2 April 2006 - Expired**

This supplemental was effective from 2 April 2006 at 0200 and expired at 2359 on 2 April 2006.

This supplemental made the following amendments to Schedule 5:-

- that part of Table 2.2 relating to Service Group HA02: East Coast Locals, Service 564, Edinburgh - Shotts - Motherwell was amended by the insertion of a new Service rows below the Service row from “Edinburgh Waverley” to “West Calder”;

- a new Service Group relating to Service Group HA07 Strathclyde PTE Diesel, Service 564, Glasgow – Shotts was inserted in Table 2.2 below the Service row relating to “Ayr” and “Glasgow Central” Via “Paisley” ; and
- that part of Table 2.2 relating to Service Group HA06 Strathclyde Electric, Service 562 – Glasgow Suburban Electrics South was amended by the insertion of as new Service row below the Service row from “Mount Florida” to “Glasgow Central”.

**17. Eighteenth Supplemental Agreement dated 1 April 2006 – Expired 29 April 2006**

This supplemental agreement had effect from 2359hours on 1 April 2006 and shall expire at 2358 hours on 29 April 2006.

The supplemental made the following amendment to Schedule 5:-

In footnote 1 to Service 553 of Service Group HA11, Table 5.1, the words “and Class 67 diesel locomotive” were inserted after the words “Class 37 diesel locomotive” where they appear in the third line.

**18. Twentieth Supplemental Agreement dated 1 April 2006**

This supplemental agreement had effect from 0200 hours on 1 April 2006 and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

The supplemental:-

Amended the contact details for First ScotRail and change the reference to the Strategic Rail Authority to Transport Scotland in Schedule 1;

deleted table HA06 Off-peak in Schedule 8, Appendix 1 and replaced it in its entirety with a new table; and

deleted table HA06 Peak in Schedule 8, Appendix 1 and replaced it in its entirety with a new table.

**19. Nineteenth Supplemental Agreement dated 1 April 2006**

This supplemental agreement shall have effect from 0200 hours on 1 April 2006.

The supplemental made the following amendments:-

- The following definitions were deleted from clause 1.1:
  - “Class A Local Output”;
  - “Local Output”; and
  - whichever of the terms “Regulator’s LOC Criteria” or “Office of Rail Regulation’s LOC Criteria” is included in clause 1.1.
- The definition of Relevant Losses in clause 1.1 was amended as follows:-
  - the “or” at the end of paragraph (a) was deleted;
  - the comma at the end of paragraph (b) was deleted and replaced with “; or”; and
  - the following paragraph (c) was inserted:

“(c) in the case of Schedule 8, the matter specified in paragraph 18 of Schedule 8 (a “breach” for the purpose of this definition only),”.
- The following definition of SPP Threshold was inserted:-

““**SPP Threshold**” has the meaning ascribed to it in paragraph 18 of schedule 8;”
- Clause 9 was be deleted and replaced with:

**“9 [INTENTIONALLY NOT USED.]”**
- Clause 11.3 (*Restrictions on claims by Train Operator*) was amended by the words “in which there has been a failure to achieve a Class A Local Output Commitment” being deleted from Clause 11.3(a) and replaced with “where the SPP Threshold has been exceeded as provided for in paragraph 18 of Schedule 8”.
- Clause 11.5 (*Limitation on liability*) was amended by the following wording in paragraph (a) of Clause 11.5 after the number “8” being inserted “(other than under paragraph 18 of Schedule 8)”.
- In the definition of “Force Majeure Event” in clause 17.1 delete “, subject to Clause 17.9;”.
- In paragraph (a) of Clause 17.3 the words “, including as to the achievement of a Local Output,” were deleted.



- Clause 17.9 was deleted.
- In Clause 18.6 the words “9 (Local Outputs – Performance Orders),” were deleted.
- The following new paragraph 18 was inserted:

**“18. Compensation for sustained poor performance**

*18.1 Definitions*

In this paragraph 18, unless the context otherwise requires:

“**Average Periodic Liability**” means one thirteenth of the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;

“**Calculation Term**” means the 13 Periods immediately preceding each Periodic Liability Date;

“**Periodic Liability Date**” means the first day of the first, fourth, seventh and eleventh Periods in each Relevant Year ignoring for these purposes the Period that commences on 1 April 2006; and

“**SPP Threshold**” means the value specified in respect of the end of the relevant Calculation Term in Appendix 3 (as indexed in accordance with paragraph 19).

*18.2 Indemnity*

Network Rail shall indemnify the Train Operator against all Relevant Losses in accordance with this paragraph 18 if, and to the extent that, the Average Periodic Liability shows Network Rail has exceeded (that is, equalled or been worse than) the relevant SPP Threshold.

*18.3 Determination of Relevant Losses*

Subject to paragraph 18.4, the liability of Network Rail under paragraph 18.2 for sustained poor performance (SPPL) shall be determined in accordance with the following formula:

$$\text{SPPL} = \text{RL} - (\text{PS} + \text{Rp} + \text{Rr})$$

where:

- RL means the Train Operator's Relevant Losses arising as a direct result of Minutes Delay and Cancelled Stops during the Calculation Term in each case insofar as these do not arise as a result of an incident for which the Train Operator is allocated responsibility pursuant to paragraph 5.3;
- PS means the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;
- Rp means Network Rail's liability, if any, for poor punctuality calculated in accordance with paragraph 14.3 in respect of the relevant Calculation Term; and
- Rr means Network Rail's liability, if any, for poor reliability calculated in accordance with paragraph 14.4 in respect of the relevant Calculation Term.

#### *18.4 Restrictions on claims by Train Operator*

The Train Operator shall not be entitled to make a claim for Relevant Losses pursuant to this paragraph 18:

- (b) if and to the extent that it has previously recovered those Relevant Losses whether under this paragraph 18 or otherwise; or
- (b) in relation to any Calculation Term or part of it that precedes 1 April 2006.”.

- The following paragraph 19 was inserted:-

#### **“19 SPP Indexation**

##### *19.1 SPP Indexation*

Each value specified in Appendix 3 shall be multiplied by the SPP indexation figure for the Relevant Year.

##### *19.2 Application of SPP Indexation*

The SPP indexation figure in Relevant Year t shall be derived from the following formula:

$$SPPI_t = 1 + \left( \frac{RPI_{t-1} - RPI_{2003}}{RPI_{2003}} \right)$$

where:

- SPPI<sub>t</sub> means the SPP indexation in Relevant Year t;
- RPI<sub>t-1</sub> means the Retail Prices Index published or determined with respect to November in Relevant Year t-1; and
- RPI<sub>2003</sub> means the Retail Prices Index published or determined with respect to November 2003.”.

- A new Appendix 3 to Schedule 8 was inserted
- The following definition in paragraph 1.1 of Schedule 8 was inserted:0  
**“Capped Value”** means in relation to any Service Group, the capped value (if any) specified in respect of that Service Group in Appendix 1 (as indexed in accordance with paragraph 9);”.
- The following modifications were made to paragraph 9.1:
  - a. delete the full stop at the end of paragraph 9.1 of Schedule 8 and replace with a comma; and
  - b. insert the following proviso at the end of paragraph 9.1 of Schedule 8:  
 “provided that:
    - (i) if a Capped Value is specified in respect of that Service Group in Appendix 1 and the value of NRPS in respect of any Period is determined in accordance with the formula set out in this paragraph to be greater than the Capped Value in respect of such Period, then the value of NRPS shall be deemed to be equal to the Capped Value in respect of such Period;
    - (i) the Capped Value shall be multiplied by the CV indexation figure for the Relevant Year;
    - (iii) the CV indexation figure in Relevant Year t shall be derived from the following formula:

$$CV_t = 1 + \left( \frac{RPI_{t-1} - RPI_{2003}}{RPI_{2003}} \right)$$

where:

CV t means the CV indexation in Relevant Year t;  
RPI t-1 means the Retail Prices Index published or determined with respect to November in Relevant Year t-1; and  
RPI 2003 means the Retail Prices Index published or determined with respect to November 2003.”.

- The following new paragraph after paragraph 14 of Schedule 8 was inserted:

“14A *Ability to disapply permanently paragraph 14*

The Train Operator may at any time serve notice on Network Rail electing to cease the application of paragraph 14 in which case paragraph 14 shall cease to apply with effect from and including the first Period to commence after the date of service of any such notice. Any such notice shall disapply all (and not part only) of paragraph 14 and once served shall be irrevocable throughout the remainder of the term of this contract. No such notice shall affect the rights or liabilities accrued by the parties under paragraph 14 in respect of the period up to the date on which those provisions cease to have effect.”.

- Sub-paragraph 17.2(a) of Schedule 8 was deleted and replaced with:

“(a) The party who wishes to amend Appendix 1 shall notify the other party of any such proposed change and the date from which it proposes that such change will have effect:

where such change relates to a forthcoming timetable change, on or before the first day of the month 6 months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and

in any other case, prior to the date from which it proposes such change will have effect.”.

- In sub-paragraph 17.2(c) of Schedule 8 the following wording was inserted between “relevant notice,” and “the matter”:- or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date,”.
- The full stop at the end of paragraph (ii) of sub-paragraph 17.2 of Schedule 8 was deleted and replaced with “; and”.

- The following paragraph (iii) after paragraph (ii) in sub-paragraph 17.2 of Schedule 8 was inserted:

“(iii) the parties shall direct the expert to have regard to any relevant criteria issued by the Office of Rail Regulation, including in relation to the introduction of any capped value in respect of any Service Group in Appendix 1.”.

- Sub-paragraph 17.2(e) of Schedule 8 was deleted and replaced with:

“(e) Any amendment to Appendix 1 shall apply with effect from:

- (i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 17.2(a)(i) applies); or
- (ii) subject to paragraph 17.2(d) the date proposed by the party requesting the change in accordance with paragraph 17.2(a)(ii) (unless otherwise agreed by the parties or determined by the expert in relation to the change).”.

- A new paragraph 17.5 was inserted:

*“17.5 Relationship with Appendix 3 and remainder of Schedule 8*

References in this paragraph to amendments to Appendix 1 shall include any amendments to Appendix 3 or any other relevant parts of Schedule 8 which are agreed or determined to be reasonably required in connection with those amendments to Appendix 1.”.

- The columns A to K of Appendix 1 were deleted and replaced with the new columns A to K of Appendix 1.

## 20. **Sixteenth Supplemental Agreement dated 10 May 2006**

The sixteenth supplemental agreement had effect from 11 June 2006 and shall expire on the Expiry Date or earlier termination of the Contract.

The supplemental made the following amendments:-

- the words “Class 37” were deleted and replaced with the words “Class 67” where they appeared in footnote 1 to Service 553 of Service Group HA11 in Table 5.1;
- the words “Class 37” were deleted and replaced with the words “Class 67” where they appeared in footnote 3 to Table 8.4; and
- the words “Class 37” were deleted and replaced with the words “Class 67” where they appeared in column 3 to Table 8.4 against Stabling facility ‘Fort William Station’; and
- Schedule 7 was amended by the deletion of Appendix 7C “Default Train Consist Data” and replaced with a new Appendix 7C.

**18. Twentieth Supplemental Agreement dated 1 April 2006**

This supplemental agreement had effect from 0200 hours on 1 April 2006 and shall cease to have effect on the Expiry Date or earlier termination of the Contract.

The supplemental:-

Amended the contact details for First ScotRail and change the reference to the Strategic Rail Authority to Transport Scotland in Schedule 1;

**21. Twenty First Supplemental Agreement dated 6<sup>th</sup> December 2006**

This twenty first supplemental agreement had effect from 11 December 2006 and shall expire on the Expiry Date or on an earlier termination of the Contract.

- The following Service Groups to Table 2.1 of Schedule 5 were amended by Schedule 1 to the supplemental agreement:-
  - a) Service Group HA06: Strathclyde Electrics, Service 560 – Glasgow North Electrics (Westbound);
  - b) Service Group HA06: Strathclyde Electrics, Service 560 – Glasgow North Electrics (Eastbound);
  - c) Service Group HA06: Strathclyde Electric, Service 562 – Glasgow Suburban Electrics South;

- d) Service Group HA06: Strathclyde Electric, Service 563 – Argyle Line (Westbound);
  - e) Service Group HA06: Strathclyde Electric, Service 563 – Argyle Line (Eastbound);
  - f) Service Group HA07: Strathclyde PTE Diesel, Service 564 – Glasgow – Shotts;
  - g) Service Group HA07: Strathclyde PTE Diesel, Service 565 – Glasgow – Paisley Canal;
  - h) Service Group HA07: Strathclyde PTE Diesel, Service 566 – Glasgow – Whifflet;
  - i) Service Group HA07: Strathclyde PTE Diesel, Service 567 – Glasgow – East Kilbride;
  - j) Service Group HA07: Strathclyde PTE Diesel, Service 568 – Glasgow – Barrhead - Kilmarnock; and
  - k) Service Group HA07: Strathclyde PTE Diesel, Service 574 – Glasgow – Anniesland/Garelochhead.
- Service Group HA04: Highland Rural, Service 543 – Inverness – Wick/Kyle of Lochalsh in Table 2.1 to Schedule 5 was further amended by Part 2 of the Schedule.
  - A new Service Group, “Service Group HA04: Highland Rural, Service 547 Aberdeen – Inverness”, was inserted into Table 2.1 of Schedule 5 in terms of Part 3 of the Schedule.
  - Table 2.2 of Schedule 5 was amended by the deletion of the words “provided service bid declared by T-12” where they appeared in: -
    - footnote 1 to Service Group HA01: Express, Service 541 Edinburgh – Aberdeen;
    - footnotes 2, 3 and 4 respectively to Service Group HA01: Express, Service 548 Edinburgh – Glasgow;
    - footnote 1 to Service Group HA02: East Coast Locals, Service 564 Edinburgh – Shotts – Motherwell;

- footnote 1 to Service Group HA02: East Coast Locals, Service 576 Edinburgh – Dunblane – Perth;
  - footnote 2 to Service Group HA02: East Coast Locals, Service 584 North Berwick – Edinburgh – Glasgow;
  - footnote 1 to Service Group HA02: East Coast Locals, Service 585 Edinburgh – Bathgate;
  - footnote 1 to Service Group HA02: East Coast Locals, Service 5870 – Fife Outer Circle;
  - footnote 1 to Service Group HA02: East Coast Locals, Service 5871 – Fife Inner Circle;
  - footnotes 1 and 2 to Service Group HA03: South West Services, Service 579 Glasgow – Ayr - Stranraer;
  - footnotes 1, 2, 3 and 4 to Service Group HA06: Strathclyde Electric, Service 563 – Argyle Line; and
  - footnote 1 to Service Group HA06: Strathclyde Electric, Service 569 – Glasgow – Gourock/Wemys Bay.
- Schedule 5 was further amended by the insertion of a new Service Group to Table 3.3, “Service Group HA04: Highland Rural, Service 547 Aberdeen – Inverness” as set out in Part 4 of the Schedule.
  - The following Service Groups forming part of Table 3.3 of Schedule 5 were amended by the changes set out in Part 5 of the Schedule:-
    - (a) Service Group HA06: Strathclyde Electric, Service 560 – Glasgow North Electrics;
    - (b) Service Group HA06: Strathclyde Electric, Service 562 – Glasgow Suburban Electrics South;
    - (c) Service Group HA06: Strathclyde Electric, Service 563 – Argyle Line (Westbound);
    - (d) Service Group HA06: Strathclyde Electric, Service 563 – Argyle Line (Eastbound);
    - (e) Service Group HA06: Strathclyde Electric, Service 571 – Glasgow – Ardrossan – Largs;



- (f) Service Group HA07: Strathclyde PTE Diesel, Service 564 – Glasgow – Shotts;
  - (g) Service Group HA07: Strathclyde PTE Diesel, Service 565 – Glasgow – Paisley Canal;
  - (h) Service Group HA07: Strathclyde PTE Diesel, Service 566 – Glasgow – Whifflet;
  - (i) Service Group HA07: Strathclyde PTE Diesel, Service 567 – Glasgow – East Kilbride;
  - (j) Service Group HA07: Strathclyde PTE Diesel, Service 568 – Glasgow – Barrhead – Kilmarnock; and
  - (k) Service Group HA07: Strathclyde PTE Diesel, Service 574 – Glasgow – Anniesland/Garelochhead.
- Table 4.1 of Schedule 5 was amended by the insertion of a new Service Group to Table 4.1 “HA04: Highland Rural, Service 547 Aberdeen – Inverness as set out in Part 6 of the Schedule.
  - Table 5.1 of Schedule 5 was amended by the insertion of a new Service Group to Table 5.1 “Service Group HA04: Highland Rural, Service 547 – Aberdeen – Inverness” as set out in Part 7 of the Schedule.
  - Table 6.2 of Schedule 5 was amended by the insertion of a new Service Group “HA04: Highland Rural” as set out in Part 8 to the Schedule.
  - Schedule 8 was amended by the deletion of the table relating to HA04 in Appendix 1 replaced by a new table as set out in Part 9 of the Schedule.

22. **Twenty Second Supplemental Agreement dated 31 August 2006**

This twenty second supplemental agreement had effect from the first day of the period falling immediately after the date upon which ORR issued its approval (such date being 28 August 2006).

- Appendix 1 to Schedule 8 was amended by the deletion and replacement of columns Band F for Service Groups HA01 Express; HA02 East Coast Suburban; HA03 Southwest Rural; HA06 Strathclyde Electric (off-peak); HA06 Strathclyde Electric (Peak); HA07 Strathclyde PTE Diesel;
- Appendix 3 to Schedule 8 was deleted and replaced in its entirety.

23. **Twenty Third Supplemental Agreement dated 7 August 2006 - Expired**

This twenty third supplemental agreement had effect from 0220 hours on 4<sup>th</sup> August 2006 and ceased to have effect at 0159 hours on 4 September 2006.

- Table 2.2 to Schedule 5 of the contract relating to Service 576 – Edinburgh – Dunblane - Perth was amended by the insertion of a new Service row (along with corresponding footnote) below the Service between Edinburgh Waverley and Dunblane Via Falkirk Grahamston.
- That part of Table 2.2: Additional Passenger Train Slots in Schedule 5 relating to Service Group 541 – Edinburgh - Aberdeen was amended by the insertion of the number “1<sup>2</sup>” in the sub-column headed “Sunday” in the Service row between Edinburgh Waverley and Dundee Via Dunfermline along with the corresponding footnote as follows:-

“<sup>2</sup> Sunday 3<sup>rd</sup> September operating between 2200 and 0001.”,

and the subsequent footnotes in that part of Table 2.2 were re-numbered accordingly.

- That part of Table 2.2: Additional Passenger Train Slots in Schedule 5 relating to Service 548 – Edinburgh – Glasgow was amended by the deletion of footnotes numbered 2, 3 and 4 and were replaced as follows:-

“<sup>2</sup> Every weekday between 2359 and 0200 on the following day provided service bid declared by T-12 between 7<sup>th</sup> August to 1<sup>st</sup> September.

<sup>3</sup> One each Sunday operating between 2359 and 0140 on the following day provided service bid declared by T-12 between 6<sup>th</sup> August to 3<sup>rd</sup> September.

<sup>4</sup> Every Saturday night operating between 2359 and 0200 on the following day provided service bid declared by T-12 between 5<sup>th</sup> August to 2<sup>nd</sup> September.”

- That part of Table 2.2: Additional Passenger Train Slots in Schedule 5 relating to Service 564 – Edinburgh – Shotts – Motherwell was amended by the insertion of the number “1<sup>2</sup>” in the sub-column headed “Sunday” in the Service row between Edinburgh Waverley and West Calder along with the corresponding footnote as follows:-

“<sup>2</sup> Sunday 3<sup>rd</sup> September operating between 2200 and 2300.”

- That part of Table 2.2: Additional Passenger Train Slots in Schedule 5 relating to Service 585 – Edinburgh – Bathgate was amended by the insertion of the number “1<sup>2</sup>” in the sub-column headed “Sunday” in the Service row between Edinburgh Waverley and Bathgate along with the corresponding footnote as follows:-

“<sup>2</sup> Sunday 3<sup>rd</sup> September operating between 2250 and 2330.”

- That part of Table 2.2: Additional Passenger Train Slots in Schedule 5 relating to Service 5871 – Fife Inner Circle was amended as follows:-

- the footnote text where it appears below that part of Table 2.2 was deleted and replaced with the following:-

“<sup>1</sup> Every Friday operating between 2350 and 0030 on the following day provided service bid declared by T-12 between 11<sup>th</sup> August to 1<sup>st</sup> September.

<sup>2</sup> Sunday 3<sup>rd</sup> September operating between 2200 and 0001.”; and

- by the insertion of a new Service row below the Service between Edinburgh Waverley and Dalgety Bay as follows (with the headings included for ease of reference only):-

1

2

Service Group HA02: East Coast Locals

Service 5871 – Fife Inner Circle

From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Dalgety Bay		Festival Special	2391503					<sup>2</sup>

- That part of Table 2.2: Additional Passenger Train Slots in Schedule 5 relating to Service 584 – North Berwick – Edinburgh – Glasgow was amended by the deletion of footnote 2 and was replaced as follows:-

“<sup>2</sup> One occasion per year either weekday, Saturday or Sunday operating between 2359 and 0200 on the following day provided service bid declared by T-12.”

## 24. **Twenty-fourth Supplemental Agreement dated 3 November 2006**

This supplemental agreement had effect from the Effective Date, which shall mean the later of (i) 0200 hours on 3<sup>rd</sup> December 2006 and/or (ii) the date upon which ORR issues its approval, pursuant to Section 22 of the Act, of the terms of the supplemental agreement, and shall cease to have effect at 0001 hours on 25<sup>th</sup> December 2006 or on the earlier termination of the Contract.

In Schedule 5, that part of Table 2.1 relating to Service Group HA07, Service 566 – Glasgow – Whifflet was deleted in its entirety and replaced with the text provided in the Annex to the supplemental agreement.

25. **Twenty-fifth Supplemental Agreement dated 14 May 2007**

The following changes have effect from 0200 hours on 20 May 2007 and shall cease to have effect on the Expiry Date or on earlier termination of the Contract:-

1. Schedule 5 was amended as follows:

- That part of Table 2.1 relating to Service Group HA02: East Coast Locals, Service Group 584 – North Berwick – Edinburgh – Glasgow was amended by the changes set out in Part 1 of the Supplemental Agreement.

26. **Twenty-Seventh Supplemental Agreement dated 5 July 2007 - Expired**

The amendments made by the Twenty Sixth Supplemental Agreement shall have effect from 0200 hours on 18 July 2007 and shall cease to have effect at 2359 hours on 22 July 2007.

1. Schedule 5 was amended as follows:

- Table 2.2 relating to Service Group HA01: Edinburgh - Aberdeen, Service 541 was amended by the changes highlighted in Part 1 of the Supplemental Agreement; and
- Table 5.1 relating to Service Group HA01 Edinburgh – Aberdeen, Service 541 was amended by the changes highlighted in Part 2 of the Supplemental Agreement.

27. **Twenty-Eighth Supplemental Agreement dated 9 July 2007 - Expired**

The amendments made by the Twenty Eighth Supplemental Agreement shall have effect from 0200 hours on 3 August 2007 and shall cease to have effect at 2359 hours on 2 September 2007.

1. Schedule 5 was amended as follows:

- Table 2.2 relating to Service Group HA02: East Coast Locals, Service 5870 was amended by the changes highlighted in Part 1 of the Supplemental Agreement.
- Table 2.2 relating to Service Group HA02: East Coast Locals, Service 576 was amended by the changes highlighted in Part 2 of the Supplemental Agreement.
- Table 2.2 relating to Service Group HA01: Express, Service 548 was amended by the changes highlighted in Part 3 of the Supplemental Agreement.
- Table 2.2 relating to Service Group HA02: East Coast Locals, Service 585 was amended by the changes highlighted in Part 4 of the Supplemental Agreement.
- Table 2.2 relating to Service Group HA02: East Coast Locals, Service 584 was amended by the changes highlighted in Part 5 of the Supplemental Agreement.
- Table 2.2 relating to Service Group HA02: East Coast Locals, Service 5871 was amended by the changes highlighted in Part 6 of the Supplemental Agreement.
- Table 2.2 relating to Service Group HA02: East Coast Locals, Service 564 was amended by the changes highlighted in Part 7 of the Supplemental Agreement.
- Table 2.2 relating to Service Group HA02: East Coast Locals, Service 586 was amended by the insertion of two new Service rows as set out below:

1					2				
Service Group HA02: East Coast Locals									
Service 586 – Edinburgh – Newcraighall					Passenger Train Slots				
From	To	Via	Description	TSC	Total weekday	Peak	Off-peak	Saturday	Sunday
Edinburgh Waverley	Newcraighall		Festival Special	23585003					1 <sup>1</sup>
Newcraighall	Edinburgh Waverley		Festival Special	23585003					1 <sup>1</sup>

<sup>1</sup> Sunday 2<sup>nd</sup> September 2007 operating between 2000 and 2330.