

## SCHEDULE 4: RULES OF THE ROUTE, RULES OF THE PLAN AND RESTRICTIONS OF USE

[Note: This amended Schedule 4 is reflective of a steady state position once the changes to this Schedule are fully implemented. The drafting does not therefore deal with the how this Schedule would apply during the implementation period or transition period nor does it address how open access passenger operators will be treated if they elect not to have the full rights to compensation for all types of 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:

**“Applicable Timetable”** 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 D1.6.1 as at ~~2200~~22:00 hours on the day prior to that day;

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

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

~~**“Competent Authority Restriction of Use”** means a Restriction of Use, other than one which constitutes an Extended Disruption under and for the purposes of Condition H7:~~

~~(a) as a result of any Change of Law or any Direction of any Competent Authority other than ORR; or~~

~~(b) pursuant to an agreement between Network Rail and any Competent Authority, to the extent only that the Restriction of Use could otherwise have been required pursuant to a Direction of that Competent Authority;~~

~~**“Competent Authority Rate”** means the amount payable by Network Rail to the Train Operator in respect of a Competent Authority Restriction of Use as calculated in accordance with paragraph 7;~~

**“Corresponding Day”** means, in respect of any day (the **“first day”**):

(a) a day which is contained in the same Timetable Period as the first day and on which the Services

scheduled in the First Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the First 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 First Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the First 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 6-212.2;

**“Corresponding Day Timetable”**

means, in relation to a Corresponding Day, the First Working Timetable or such other timetable as may be agreed between the parties or otherwise determined in accordance with paragraph 6-212.2;

**[“CTRL Possession”**

shall have the meaning ascribed to it in Part 4 or Part 6 of this Schedule 4 as appropriate;]

**“Day 42 Statement”**

shall have the meaning ascribed to it in paragraph 13.1(a);

**“Direct Costs Disrupted”**

means ~~the aggregate amount of:~~

- (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;

- ~~(a) — bus and taxi hire costs;~~
- ~~(b) — publicity costs;~~
- ~~(c) — train planning and diagramming costs; and~~
- ~~(d) — other costs directly related to the organisation and management of the Train Operator’s response to a Restriction of Use,~~

~~reasonably incurred by the Train Operator as a result of a Restriction of Use, adjusted by:~~

- ~~(i) — adding any increase in costs which results from increases in train mileage; and~~
- ~~(ii) — (deducting any decrease in costs which results from~~

~~decreases in train mileage;~~

**“First 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 D3.2.7, as amended pursuant to Condition D3.2.9;

**“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 First Working Timetable;

~~**“Major Project Notice”** means any notice relating to a Major Project given under Condition D2.2;~~

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

**“Network Rail Restriction of Use”** means any Restriction of Use other than an Operator Restriction of Use, ~~a Competent Authority Restriction of Use,~~ a CTRL Possession or, if applicable, a Thameslink Possession;

**“Notification Factor” or “NF”** shall have the meaning ascribed to it in paragraph 49;

~~**“Operator Estimate”** means details of the Train Operator's estimate of the Direct Costs which it expects to incur in respect of a relevant Significant Restriction of Use as set out in either a notice issued by the Train Operator pursuant to paragraph 2.7(a) or an Operator Notice;~~

~~**“Operator Notice”** means a notice issued by the Train Operator pursuant to paragraph 2.6(d);~~

**“Operator Restriction of Use”** means a Restriction of Use of the type referred to in paragraph 2.3;

~~**“Part G Restriction of Use”** means a Network Rail Restriction of Use to implement a Network Change;~~

**“Period”** means each consecutive period of 28 days during the term of this contract commencing at 000000:00 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;

**“Public Holiday”** means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;

**“Recovery Allowance”** means an allowance for additional time incorporated in the First Working Timetable or (where the Train Operator requests that the allowance is not incorporated in the First 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;

**~~“Relevant Costs”~~**

~~means, in respect of any Competent Authority Restriction of Use, all costs, direct losses and expenses (including loss of revenue and, in the case of Network Rail, liabilities to other train operators but excluding liabilities under this Part 3) incurred by Network Rail or the Train Operator (as the case may be) as a consequence of the taking of that Competent Authority Restriction of Use;~~

**“Restriction of Use”**

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 Rules of the Plan relevant to that day notified to each Bidder on or before the end of the Drafting Period under Part D of the Network Code) which results in:

- (a) a difference between the Applicable Timetable on that day as compared with the First Working Timetable in respect of that day; and/or
- (b) a difference between the First Working Timetable on that day as compared with the Corresponding Day Timetable in respect of the Corresponding Day;

**“Restriction of Use Day”**

means a day on which a Network Rail Restriction of Use is taken or deemed to be taken;

**“RoU Claim Notice”**

means a notice issued by either party pursuant to paragraph 2.8;

**“RoU Direct Costs”**

means the aggregate amount of:

- (a) bus and taxi hire costs;
- (b) publicity costs;
- (c) train planning and diagramming costs; and
- (d) other costs directly related to the organisation and management of the Train Operator’s response to a Type 2 Restriction of Use,

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;

**“RoU Liability”**

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

	<u>relevant to an SPD Claim;</u>
<u>“RoU Losses”</u>	<u>means any RoU Direct Costs or RoU Liability (as applicable);</u>
<u>“RoU Trigger Date”</u>	<u>means, in respect of any Period, the later to occur of the following:</u>  <u>(a) the date on which Network Rail issues a Day 42 Statement; and</u>  <u>(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;</u>
<u>“RoU Variable Costs”</u>	<u>means any Train Operator costs which vary as a result of a Restriction of Use arising directly from changes in train mileage including maintenance, fuel or electricity costs, the Variable Track Usage Charge and the Capacity Charge;</u>
<u>“SPD Claim”</u>	<u>has the meaning specified in paragraph 2.10(c);</u>
<u>“SPD Notice”</u>	<u>means a notice issued by either party pursuant to paragraph 2.10(a);</u>
<u>“SPD Period”</u>	<u>means the period for which a claim is being made in an SPD Claim which is consistent with the requirements of paragraph 2.10(d);</u>
<u>“SPD Cost Threshold No.1”</u>	<u>means [●];<sup>1</sup></u>
<u>“SPD Cost Threshold No.2”</u>	<u>means [●];<sup>2</sup></u>
<u>“SPD Revenue Threshold No.1”</u>	<u>means [●];<sup>3</sup></u>
<u>“SPD Revenue Threshold No.2”</u>	<u>means [●];<sup>4</sup></u>
<u>“Sustained Planned Disruption” or “SPD”</u>	<u>means a circumstance where:</u>  <u>(a) the aggregate of all payments made by Network Rail which were calculated in accordance with paragraph 3 for any Restriction of Use during:</u>  <u>(i) 3 or more consecutive Periods is equal to or exceeds SPD Revenue Threshold No.1; or</u>  <u>(ii) 7 or more consecutive Periods is equal to or exceeds SPD Revenue Threshold No.2,</u>  <u>and that the difference between the RoU Liability calculated in accordance with paragraph 8</u>

<sup>1</sup> The Policy Group will propose a figure for each SPD Cost Thresholds in its submission to ISG in February.

<sup>2</sup> Ibid.

<sup>3</sup> The methodology for calculating the threshold will be set out in the Criteria and Procedures. The Policy Group is currently considering how this will be calculated. The Policy Group’s current proposal is that the SPD Threshold should be a percentage (which the Policy Group will propose in its submission to ISG in February) of the Train Operator’s projected annual revenue for that Service Group or Train Operator. The reference to “revenue” is expected to mean a reference to the revenue of a TOC used to calculate Network Rail’s payment rate in Schedule 8.

<sup>4</sup> Ibid.

	<p><u>exceeds the amount already received by the Train Operator for such Restrictions of Use during that period by more than £10,000; or</u></p> <p><u>(b) in respect of any Restrictions of Use during any:</u></p> <p><u>(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 actual costs calculated under paragraph 4 is more than SPD Cost Threshold No. 1; or</u></p> <p><u>(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 actual costs calculated under paragraph 4 is more than SPD Cost Threshold No. 2;</u></p>
<b>“Service Code”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Service Group”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Significant Restriction of Use”</b>	<del>means a Restriction of Use which meets the criteria set out at paragraph 2.6;</del>
<b>[“Thameslink Possession”</b>	shall have the meaning ascribed to it in Part 4 <del>or 6 as appropriate;</del> ]
<b>“Train”</b>	shall have the meaning ascribed to it in Schedule 8;
<b>“Train–Bus–Train Pattern”</b>	means a situation where: <ul style="list-style-type: none"> <li><u>(a)</u> <del>(i)</del> a Restriction of Use occurs on any section of track between: <ul style="list-style-type: none"> <li><del>(A)</del> successive Monitoring Points; or</li> <li><del>(B)</del> the station of origin and the next Monitoring Point; and</li> </ul> </li> <li><u>(b)</u> <del>(ii)</del> the Train Operator uses a substitute bus or other alternative road service between any pair of stations situated: <ul style="list-style-type: none"> <li><u>(i)</u> <del>(A)</del> between or including such successive Monitoring Points; or</li> <li><u>(ii)</u> <del>(B)</del> at or between the station of origin and the next Monitoring Point;</li> </ul> </li> </ul>
<b>“Tri-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> </ul>

- (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; **and**

**“Type 1 Restriction of Use”**

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;

**“Type 2 Restriction of Use”**

means:

- (a) a single Restriction of Use of more than 60 hours (excluding any part of that Restriction of Use which occurs during a Public Holiday);
- (b) excluding any Restriction of Use which falls within the definition of Type 3 Restriction of Use; and
- (c) which results in a Service being Disrupted;

**“Type 3 Liability Claim”**

has the meaning specified in paragraph 2.7(b);

**“Type 3 Restriction of Use”**

means a single Restriction of Use of more than 120 hours (including any part of that Restriction of Use which occurs during a Public Holiday);

**“Week”**

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**

**“White Period”**

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~~ *— Interpretation*

~~A Restriction of Use shall be deemed to be taken if and to the extent it results in any difference between timetables of the type referred to in the definition of “Restriction of Use”. For these purposes, a difference between timetables shall be deemed to be due to a Restriction of Use where the difference was initially the direct result of the Restriction of Use being notified, whether or not the Restriction of Use was subsequently cancelled in whole or in part.~~

1.2 ~~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 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 ~~1.4~~ *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 ~~part 3 of this Schedule~~ 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 Rules of the Route 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 Rules of the Route;
- (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; ~~or~~
- (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 ~~813~~) in respect of Restrictions of Use calculated on the following basis:

- (a) for each Network Rail Restriction of Use, in accordance with ~~paragraph 3~~;
- ~~(b) for each Competent Authority Restriction of Use, in accordance with paragraph 7~~ paragraphs 2.5 to 2.7 and 2.10 where applicable; and

- ~~(b)~~ ~~(e)~~ for each CTRL Possession and Thameslink Possession, in accordance with Part 4 or Part 6 (as the case may be); 4.

## 2.5 ~~Part G~~ Type 1 Restriction of Use

~~A Part G Restriction of Use shall be subject to compensation in accordance with both this Part 3 and Part G of the Network Code. The application of this Part 3 shall be without prejudice to the application of Part G, save that in calculating the compensation to be paid to the Train Operator under Part G for the implementation of the relevant Network Change, any payment made or to be made by Network Rail to the Train Operator under this Part 3 in respect of the Part G Restriction of Use shall be taken into account for the purposes of Condition G2.3 as a benefit to be obtained by the Train Operator as a result of the relevant Network Change and accordingly be deducted from (and thereby reduce) the amount of compensation otherwise payable by Network Rail to the Train Operator under Part G in respect of that Part G 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 ~~Notification of Significant~~ Type 2 Restriction of Use

~~Any Restriction of Use is a Significant Restriction of Use in relation to the Train Operator if:~~

~~(a) — the Train Operator reasonably considers that it may incur Direct Costs of at least £10,000 in relation to that Restriction of Use; and~~

~~(b) — (it results in a Service being cancelled, diverted off the Route over which it was scheduled to run in the Corresponding Day Timetable, or starting or finishing short in comparison with the Service as timetabled in the Corresponding Day Timetable; and~~

~~(c) — it is:~~

~~(i) — taken for a duration of 60 hours or longer where at least 60 hours of the Restriction of Use occur other than on a public holiday; or~~

~~(ii) — in connection with a Major Project Notice, other than one where compensation is payable under Part G of the Network Code; and~~

~~(d) — the Train Operator notifies Network Rail in an Operator Notice that it is a Significant Restriction of Use not later than 28 days after the first to occur of the following:~~

~~(i) — the relevant Restriction of Use is first notified to the Train Operator by being included in a version of the Working Timetable in terms which satisfy the requirements set out in paragraphs 2.6(a) to (c)(ii) (inclusive) (so that the earliest such first notification may be made by Network Rail is in the relevant First Working Timetable); or~~

~~the relevant Restriction of Use is first notified to the Train Operator by being included in information on planned Restrictions of Use supplied by Network Rail in accordance with the Supplemental Timetable Revision Process described in Condition D4.8, together with a capacity allocation decision as required under Condition D4.8.2(c).~~

## 2.7 ~~Compensation arrangements~~

~~(a) The Train Operator shall provide Network Rail with an Operator Estimate in respect of a Significant Restriction of Use. 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.

~~(i) — where the Train Operator has notified Network Rail in circumstances where paragraph 2.6(d)(i) applies, by the later of:~~

~~(aa) — 28 days after the expiry of the 28 day period under paragraph 2.6(d);  
and~~

~~(bb) — the date which is 20 weeks before the start of the Timetable Week in which the Significant Restriction of Use is scheduled to commence;  
and~~

~~(ii) — where the Train Operator has notified Network Rail in circumstances where paragraph 2.6(d)(ii) applies, by the earlier of:~~

~~(aa) — 28 days after the expiry of the 28 day period under paragraph 2.6(d);  
and~~

~~(bb) — the date which is 16 weeks before the start of the Timetable Week in which the Significant Restriction of Use is planned to commence.~~

(b) ~~Following receipt of an Operator Notice and an Operator Estimate (either separately or as part of an Operator Notice) in respect of a Significant Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations together of the compensation to be paid by Network Rail to the Train Operator in relation to the Direct Costs in respect of the Significant Restriction of Use and, subject to paragraphs 2.8 and 2.9, shall continue such negotiations in good faith until they are concluded. If either party reasonably believes or expects that the difference between RoU Direct Costs calculated in accordance with paragraph 6 would exceed the costs calculated under paragraph 4 by more than £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) ~~The compensation to be paid by Network Rail to the Train Operator in respect of the Direct Costs of the relevant Significant Restriction of Use shall be, subject to paragraph 2.7(e):~~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 exceeds the costs calculated under paragraph 4 by more than £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.

~~(i) — based on a detailed and transparent estimate of the full amount of the Direct Costs that will be incurred by the Train Operator, provided that where the relevant Significant Restriction of Use is notified under paragraph 2.6(d)(ii) the estimate may also be based on an express assumption as to its effects on the Working Timetable; or~~

~~(ii) — if that estimate is not agreed or determined prior to the first day of the relevant Significant Restriction of Use, or the matter has not been the subject~~

~~of a notice under paragraph 2.9 given prior to that date, the full amount of the Direct Costs actually incurred by the Train Operator.~~

- ~~(d) — The compensation paid in respect of the Direct Costs of a Significant Restriction of Use shall be in addition to any compensation which is payable for that Significant Restriction of Use under paragraph 3 as a Restriction of Use.~~
- ~~(e) — No compensation shall be payable under paragraph 2.7 or 2.8 in respect of the Direct Costs of a Significant Restriction of Use unless the Direct Costs as established under paragraph 2.7 (c) are at least £10,000 (so that where those Direct Costs are equal to or greater than £10,000 the full amount of those Direct Costs shall be paid).~~
- ~~(f) — Subject to paragraph 2.7(g), Network Rail shall include in the statement provided by it in respect of each Period under paragraph 8.1(a) details of the compensation agreed or determined under paragraphs 2.7 to 2.9 (inclusive) to be payable in respect of any Significant Restriction of Use taken in that Period and that compensation shall be due and payable by Network Rail to the Train Operator in accordance with paragraph 8.5.~~
- ~~(g) — Where the compensation to be paid by Network Rail in respect of a Significant Restriction of Use is the full amount of the Direct Costs actually incurred by the Train Operator, the Train Operator shall notify Network Rail the amount of those Direct Costs as soon as it is reasonably able, Network Rail shall include the costs to the extent so notified to it in the statement next issued by it under paragraph 8.1(a) and the amount of those costs shall be due and payable by Network Rail to the Train Operator in accordance with paragraph 8.5.~~
- ~~(h) — Without prejudice to Network Rail's obligation to pay the amount of compensation as agreed or determined in respect of any Significant Restriction of Use, where reasonably requested by Network Rail within three months after the relevant Significant Restriction of Use is taken, a Train Operator shall provide Network Rail with details of the full amount of Direct Costs actually incurred by the Train Operator in respect of that Significant Restriction of Use.~~

## ~~2.8 — Changes to Significant Restrictions of Use~~

### 2.7 Type 3 Restriction of Use

- ~~(a) — For the purposes of this paragraph 2.8 a "relevant change" occurs in relation to a Significant Restriction of Use if either:~~
- ~~(i) — a Working Timetable which includes that Significant Restriction of Use is subject to any subsequent change; or~~
  - ~~(ii) — the Significant Restriction of Use, having first been notified in circumstances where paragraph 2.6(d)(ii) applies, is subject to any subsequent change; or~~
  - ~~(iii) — the Working Timetable is changed to reflect a Significant Restriction of Use first notified in circumstances where 2.6(d)(ii) applies in a manner which is not in accordance with either or both of (i) the capacity allocation decision~~

~~which accompanied its first notification and (ii) any assumption made in relation to such a Restriction of Use under paragraph 2.7(c)(i)~~

~~and this results in a change to the Direct Costs in relation to the Significant Restriction of Use.~~

~~(b) For the purposes of this paragraph 2.8 a relevant change shall be treated as notified on the first to occur of the following: if either party reasonably believes or expects that the difference between RoU Liability calculated in accordance with paragraph 7 would exceed the costs and losses calculated under paragraphs 3 and 4 by more than £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").~~

~~(i) the relevant change is first notified to the Train Operator by being included in a version of the Working Timetable; or~~

~~(ii) the relevant change is first notified to the Train Operator by being included in information on planned Restrictions of Use supplied by Network Rail in accordance with the Supplemental Timetable Revision Process described in Condition D4.8, together with a capacity allocation decision as required under Condition D4.8.2(c).~~

~~(c) Either party may within 28 days of a relevant change being notified to the Train Operator in accordance with paragraph 2.8(b) serve a notice on the other which shall: 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 exceeds the costs and losses calculated under paragraphs 3 and 4 by more than £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.<sup>5</sup>~~

~~(i) where the compensation in respect of the Significant Restriction of Use as previously notified is still under negotiation, extend the deadline as referred to in paragraph 2.9 to 56 days following the date on which the relevant change was first notified to the Train Operator in accordance with paragraph 2.8(b);~~

~~(ii) where the compensation in respect of the Significant Restriction of Use as previously notified in accordance with paragraph 2.6(d) has been agreed or determined and the relevant change increases the impacts of the Restriction of Use, be treated as an Operator Notice; and~~

~~(d) where the compensation in respect of the Significant Restriction of Use as previously notified in accordance with paragraph 2.6(d) has been agreed or determined and the relevant change reduces the impacts of the Restriction of Use, require an amendment to that compensation to be agreed or determined to reflect the reasonably forecast reduction in Direct Costs consequent on such reduction in impact, taking into account the opportunity of the Train Operator to mitigate its Direct Costs as a result of that reduction, any Direct Costs to which it is already committed~~

---

<sup>5</sup> [Network Rail is still considering the issue raised by ATOC about the consequences of two simultaneous possessions taking out both the main route and the relief route identified in the look-up table.](#)

~~or which it has already incurred and any Direct Costs associated with responding to the reduced impacts.~~

~~(e) — Where paragraph 2.8(c)(i) or (ii) applies, the compensation for the Direct Costs of the amended Significant Restriction of Use shall be agreed or determined, taking account of any Direct Costs associated with responding to the increased impacts consequent on the relevant change, any Direct Costs previously agreed or determined in respect of the relevant Significant Restriction of Use and on the basis that the Direct Costs shall be treated as exceeding £10,000 where this is the aggregate effect of the original Significant Restriction of Use and the subsequent relevant change.~~

~~(f) — Where there is a change to the Working Timetable or to information on planned Restrictions of Use supplied by Network Rail as part of the Supplemental Timetable Revision Process described in Condition D4.8 such that a Restriction of Use previously reflected in the Working Timetable or included in such information but which was not then a Significant Restriction of Use then qualifies as a Significant Restriction of Use, the process described in paragraphs 2.6 to 2.10 (inclusive) shall apply, and the deadline referred to in paragraph 2.6(d) shall be not later than 28 days after the date on which the change to the relevant Working Timetable or information to reflect that subsequent relevant change was first notified to the Train Operator in accordance with paragraph 2.8(b).~~

## 2.8 RoU Claim Notice

- (a) Either party 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.
- (b) The notice referred to in paragraph 2.8(a) must 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 ~~Dispute resolution~~ Changes to Restrictions of Use

~~If the Train Operator and Network Rail fail to reach agreement as required under either paragraph 2.7 or 2.8 within 28 days following provision of the Operator Estimate, either party may notify the other that the dispute resolution procedure set out in paragraph 8.4 is to apply. Such procedure shall then apply in accordance with its terms (save that references to paragraph 8.3. shall be construed as being references to this paragraph 2.9).~~

- (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. 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.

**2.10 ~~Information to be provided to the Office of Rail Regulation~~ Sustained Planned Disruption**

~~Network Rail shall provide the Office of Rail Regulation with details of each Significant Restriction of Use and the compensation payable within 28 days after the compensation arrangements have been agreed pursuant to paragraph 2.7 or paragraph 2.8 or determined pursuant to paragraph 2.9.~~

- (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 during the period when the Sustained Planned Disruption is considered to have occurred 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 3 or 7 Periods when the Sustained Planned Disruption is considered to have occurred and must include a short explanation of why it thinks a Sustained Planned Disruption has occurred.
- (c) 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 [56] days after the issue of the Day 42 Statement which followed a Period where no Sustained Planned Disruption is considered to have occurred; or
- (ii) where a Sustained Planned Disruption is considered to have exceeded 13 Periods in length or the termination or expiry of this Access Agreement, whichever comes first, unless otherwise agreed in writing, no later than the day falling [112] days of the Day 42 Statement which followed that 13 Period period [or the termination or expiry of this Access Agreement (as applicable)].
- whichever is the earlier.<sup>6</sup>
- (d) Provided a party has issued an SPD Notice in accordance with paragraph 2.10(b), nothing in paragraph 2.10(c) 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 Sustained Planned Disruption; and

---

<sup>6</sup> This clause may need to be amended if, once the analysis of the data being put together by Network Rail is complete, it is agreed that a tailing-off period is required.

- (ii) no SPD Claim can be issued after the period specified under paragraph 2.10(c).
- (e) An SPD Claim must include details of when and why that party considers 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 considers that the Train Operator has been overcompensated or may be overcompensated by more than the relevant amount.
- (f) Following the issue of an SPD Claim, if it is agreed or determined that a Sustained Planned Disruption has occurred during the relevant SPD Period then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 8.

## 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.

## **3 ~~Compensation~~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 First 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 First 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 First 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 First 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 First 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 First 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:

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

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:

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

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;

$\Sigma$  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:

$$\text{NREJT} = \text{EJT} \cdot \left(1 - \frac{\sum (\text{MPW} \cdot \text{CS})}{\text{SS}}\right)$$

where:

$\Sigma$ , 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:

- (i) the number of minutes specified as the Cap for the Service Group in column K of Appendix 1 to Schedule 8; and
- (ii)  $\text{AJT} \cdot ((u-v)/v)$ ,

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)-~~above~~; 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 ~~at~~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<sub>SG</sub> 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<sub>SG</sub> is the total number of Trains scheduled to be run in the Service Group in T1;

T1 and T2 shall have the ~~meaning~~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 First Working Timetable is issued reflecting the relevant Network Rail Restriction of Use, the mechanism and procedure for dispute resolution set out [at](#) paragraphs [8.3](#), [8.4](#), [13.2](#), [13.3](#) and [8.5](#), [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 [at](#) 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:

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

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<sub>SG</sub> is the total number of Trains scheduled to be run in the Service Group in T1;

T1 and T2 shall have the [meaning](#) [meanings](#) ascribed to them in paragraph 3.3;

CM, NRPP, MRE and BF shall have the [meaning](#) [meanings](#) ascribed to them in paragraph 3.4; and

DV shall have the value of 0.125,

provided that if:

TTR<sub>SG</sub> is less than TTS<sub>SG</sub> 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 First Working Timetable is issued reflecting the relevant Network Rail Restriction of Use, the mechanism and procedure for dispute resolution set out [at](#) paragraphs [8.3](#), [8.4](#), [13.2](#), [13.3](#) and [8.5](#), [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<sup>7</sup>, provided that where a particular Train (or portion of a Train) is given a different Service Code in the First 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 First 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 First Working Timetable.

#### 4.2 Cost compensation formula

The formula referred to in paragraph 4.1 is as follows:

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

where:

(a)  $\Sigma$  \_\_\_\_\_ is the sum across all applicable Network Rail Restrictions of Use in the Period;

(b) RRBC \_\_\_\_\_ is the rail replacement bus cost, calculated according to the following formula:

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

where:

EBM \_\_\_\_\_ is the number of estimated bus miles for the Operator; and

EBMPR \_\_\_\_\_ is the payment rate per EBM, which is £[●]<sup>8</sup>.

and

$$\text{EBM} = \Sigma (\text{RL} \times \text{TA} \times \text{EBMW} [\times \text{ITS}])$$

where:

RL \_\_\_\_\_ is the length of route, in miles, over which train services are affected;

TA \_\_\_\_\_ is the number of trains affected, compared to the Corresponding Day Timetable;

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

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, calculated according to the following formula:

<sup>7</sup> The references to Service Codes depends on further work by Faber Mansell.

<sup>8</sup> It is anticipated that there will be two rates - one for London and the SE and one for the rest of the Network.

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

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<sup>9</sup>**

### **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 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 shall be referred for expert determination in accordance with Part D 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 issued by the Office of Rail Regulation.

---

<sup>9</sup> The Policy Group assumes that the ORR issues some guidance in its Criteria and Procedures on the circumstances when it would approve changes under this paragraph. It should also be noted that discussions on paragraph 17 of Schedule 8 may affect the contents of this paragraph.

- (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

Network Rail shall (subject to any determination of an expert as to costs, where a matter is referred to that expert under paragraph 5.2(c)) be entitled to [●]<sup>10</sup> percent of costs incurred by or on behalf of Network Rail in assessing and implementing any amendments to Annex B, provided that those costs shall be the minimum reasonably necessary for Network Rail 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 compensation in relation to the RoU Direct Costs 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, 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

---

<sup>10</sup> The Policy Group will propose how to deal with this in its February submission to ISG.

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 compensation in relation to such RoU Liability 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, 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 compensation in relation to such RoU Liability 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, 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.

## 9 **4-Notification Factors**

### 9.1 ~~4.1~~ *Early notification*

The ~~NF~~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 First Working Timetable; or
- (b)
  - (i) details of the Network Rail Restriction of Use are notified to the Train Operator on or before the end of the Drafting Period in the Applicable Rules of the Route for the 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 First Working Timetable; and
  - (ii) subject to paragraph ~~4.4~~9.1(b)(iii), the Network Rail Restriction of Use is reflected in the Working Timetable as entered into the train service database at ~~2200~~22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or
  - (iii) where paragraph ~~4.4~~9.1(b)(ii) does not apply because the Train Operator has failed to give Network Rail a Revised Bid in accordance with Condition ~~D4.8.3,~~[D4.8.3], the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

### 9.2 ~~4.2~~ *Notification by Revision Notification Date*

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 ~~4.4~~9.1 does not apply, and:

- (a) details of the Network Rail Restriction of Use are notified to the Train Operator by the Revision Notification Date; and
- (b)

- (i) the Network Rail Restriction of Use is reflected in the Working Timetable as entered into the train service database at ~~2200~~22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or
- (ii) where paragraph ~~4.29.2~~4.29.2(b)(i) does not apply because the Train Operator has failed to give Network Rail a Revised Bid in accordance with Condition D4.8.3, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

### 9.3 ~~4.3~~ *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 ~~4.19.1~~4.19.1 and ~~4.29.2~~4.29.2 do not apply but the Network Rail Restriction of Use is reflected in the Applicable Timetable, and includes where paragraph ~~4.19.1~~4.19.1(b) or paragraph ~~4.29.2~~4.29.2 would have been applicable but for a failure by Network Rail to fulfil the terms of paragraph ~~4.19.1~~4.19.1(b)(ii) or paragraph ~~4.29.2~~4.29.2(b)(i) respectively, notwithstanding the Train Operator having given a Revised Bid in accordance with Condition D4.8.3.

## 10 Dispute resolution

If the Train Operator and Network Rail fail to reach agreement as required under paragraph 2.6(b), 2.7(b), 2.8(b), 2.9, 2.10, 2.12, 6, 7 or 8 within 28 days following provision of the RoU Claim Notice, either party may notify the other that the dispute resolution procedure set out in paragraph 13.3 is to apply. Such procedure shall then apply in accordance with its terms (save that references to paragraph 13.2 shall be construed as being references to this paragraph10).

## 11 ~~5~~ **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).

## 12 ~~6~~ **Restriction of Use Day and Corresponding Day**

### 12.1 ~~6.1~~ *Information provision*

In respect of any Restriction of Use Day for which compensation may be payable in a Period under paragraph 3, Network Rail shall accurately record such information as it uses and as may properly and reasonably be required to make the calculations required under paragraph 3 (including the determination of NF and the relevant version of the Working Timetable referred to in paragraph ~~4.19.1~~4.19.1(b)(ii) or paragraph ~~4.29.2~~4.29.2(b)(i)). Network Rail shall maintain that information until the compensation payable under paragraph 3 in respect of that Period is finally agreed or determined and provide such information to the Train Operator at its reasonable request.

### 12.2 ~~6.2~~ *Corresponding Day*

- (a) If, for the purpose of identifying a Corresponding Day, no day is found under paragraph (a), ~~(b)~~ or ~~(bc)~~ of the definition “Corresponding Day” and the parties have failed to reach agreement on the Corresponding Day by the date falling ~~eight~~eight

Weeks before the relevant Passenger Change Date then either party may require that the identification of the Corresponding Day be resolved by the relevant ADRR Panel.

- (b) The relevant ADRR Panel's remit shall be that it shall:
- (i) reach a decision which is fair and reasonable; and
  - (ii) identify the day in either any version of the Working Timetable or any Draft Timetable notified to the Train Operator on or before the end of the Drafting Period 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 First Working Timetable for the first day; or
  - (iii) where a Corresponding Day cannot be identified in accordance with paragraph 12.2(b)(ii) above, determine a notional Corresponding Day. The relevant ADRR Panel 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.
- (c) If either party is dissatisfied with the decision of the relevant ADRR Panel or the ruling of the Chairman (as the case may be), such party shall be entitled to refer the matter for arbitration, pursuant to Part C of the Access Dispute Resolution Rules (except that paragraph Condition C 6.3 of those rules shall not apply).

## ~~7 — Competent Authority Rate~~

### ~~7.1 — Calculations~~

~~The Competent Authority Rate shall be calculated as follows:~~

- ~~(a) — where any compensation paid to Network Rail in relation to a Competent Authority Restriction of Use is sufficient to cover the Relevant Costs of the Train Operator and of Network Rail, the Relevant Costs of the Train Operator; and~~
- ~~(b) — where such compensation is not so sufficient, such proportion of that compensation as the Train Operator's Relevant Costs bears to the sum of Network Rail's Relevant Costs and the Train Operator's Relevant Costs in respect of that Competent Authority Restriction of Use.~~

### ~~7.2 — Negotiation of compensation with Competent Authority~~

~~Network Rail shall use all reasonable endeavours to negotiate with the relevant Competent Authority a level of compensation in respect of the Competent Authority Restriction of Use which is sufficient to ensure that the Train Operator receives compensation for all of its Relevant Costs. Network Rail shall from time to time consult with the Train Operator and keep the Train Operator informed in reasonable detail of the progress of such negotiations.~~

### ~~7.3 — Notification of Train Operator's Relevant Costs~~

- ~~(a) Within 28 days of the end of each Period in which a Competent Authority Restriction of Use is taken, the Train Operator shall supply to Network Rail:
  - ~~(i) details of its Relevant Costs; and~~
  - ~~(ii) reasonable details of any of its Relevant Costs which are not fully determined.~~~~
- ~~(b) Save to the extent that the Train Operator supplies details of its Relevant Costs under paragraph 7.3(a), such costs shall not be regarded as Relevant Costs.~~
- ~~(c) Within 10 days of determination of any Relevant Costs which are supplied under paragraph 7.3(a)(ii) as not fully determined, the Train Operator shall serve a supplemental notice on Network Rail, including final details of such Relevant Costs.~~

#### ~~7.4 Notification of Network Rail's Relevant Costs~~

- ~~(a) Within 28 days of receipt of information under paragraph 7.3(a), Network Rail shall supply to the Train Operator:
  - ~~(i) details of its Relevant Costs; and~~
  - ~~(ii) reasonable details of any of its Relevant Costs which are not fully determined.~~~~
- ~~(b) Save to the extent that Network Rail supplies details of its Relevant Costs under paragraph 7.4(a), such costs shall not be regarded as Relevant Costs.~~
- ~~(c) Within 10 days of determination of any Relevant Costs details of which are supplied under paragraph 7.4(a)(ii) as not fully determined, Network Rail shall serve a supplemental notice on the Train Operator, including final details of such Relevant Costs.~~

#### ~~7.5 Compensation received by Network Rail~~

~~Network Rail shall inform the Train Operator of compensation received in respect of each Competent Authority Restriction of Use within 7 days of receipt of the compensation. Network Rail shall pay the compensation into an interest bearing account and retain it in such an account until distributed in accordance with paragraph 8.~~

## 13 **8-Payment procedures**

### 13.1 ~~8.1 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) all Competent Authority Restrictions of Use taken during that Period; and~~
  - (ii) (iii) 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.

~~8.2—Competent Authority Restrictions of Use~~

~~Final payments~~

- ~~(a) Where all Relevant Costs have been finally determined under paragraph 7 in respect of a Competent Authority Restriction of Use for which compensation has been received by Network Rail, Network Rail shall:~~

~~(i) forward to the Train Operator a calculation of such sums as are due to the Train Operator in respect of that Restriction of Use; and~~

~~(ii) pay to the Train Operator any compensation due in accordance with paragraph 7 in respect of that Restriction of Use:~~

~~(1) plus any interest accrued; and~~

~~(2) less any interim payments already made in respect of that Restriction of Use under paragraph 8.2(c);~~

~~within 28 days after receipt of such compensation or after final determination of all Relevant Costs, whichever is the later.~~

~~Interim payments~~

- ~~(b) Where Network Rail has received compensation in respect of a Competent Authority Restriction of Use for which the Relevant Costs have not been fully determined within 28 days of receipt of the compensation, Network Rail shall within 35 days of receipt of the compensation forward to the Train Operator a statement of:~~

~~(i) all Relevant Costs which have been fully determined;~~

~~(ii) all Relevant Costs of which Network Rail is aware and which have not been fully determined;~~

~~(iii) interim payments already made under paragraph 8.2(c) in respect of that Competent Authority Restriction of Use; and~~

~~(iv) its proposals for making an interim payment in respect of that compensation.~~

- ~~(c) Within 24 days after serving the statement under paragraph 8.2(b), Network Rail shall make an interim payment to the Train Operator in accordance with its proposals.~~

13.2 ~~8.3 Disputes~~

~~(a)~~ Within 10 days of receipt of a statement from Network Rail under ~~paragraphs 7.4, 8.1 or 8.2,~~[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.

~~(b)~~ ~~Within 10 days of receipt of a statement from the Train Operator under paragraph 7.3, Network Rail shall notify the Train Operator of any aspects of the statement which it disputes, giving reasons for any dispute. Save to the extent that disputes are so notified, Network Rail shall be deemed to have agreed the contents of the statement.~~

### 13.3 ~~8.4~~ *Dispute resolution*

The procedure for resolving disputes notified under paragraph ~~8.3~~[13.2](#) shall be as follows:

- (a) within ~~7~~[seven](#) days of service of any notice under paragraph ~~8.3~~[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 ~~7~~[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 ~~7~~[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 require that the matter be resolved by the relevant ADRR Panel; and
- (e) if either party is dissatisfied with the decision of the relevant ADRR Panel or the ruling of the Chairman (as the case may be), such party shall be entitled to refer the matter for arbitration, pursuant to Part C of the Access Dispute Resolution Rules (except that paragraph C6.3 of those rules shall not apply).

### 13.4 ~~8.5~~ *Payments in the event of a dispute*

Where any amount under ~~paragraphs 8.1 or 8.2~~[paragraph 13.1](#) is in dispute:

- (a) the undisputed amount shall be paid in accordance with ~~paragraphs 8.1 or 8.2 as the case may be~~[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

The EBMPR and the TMPR (as defined in paragraph 4.2) shall be adjusted in respect of Periods in Relevant Year<sup>11</sup> t in accordance with the following formula:

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

where:

R<sub>t</sub> is the relevant rate in the Relevant Year t;

R<sub>t-1</sub> is the relevant rate in the Relevant Year t-1; and

RPI<sub>t-1</sub> means the percentage change (whether of a positive or negative value) in the Retail Prices Index<sup>12</sup> 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]<sup>13</sup>, R<sub>t</sub> shall have the relevant value specified in the relevant column (either E or I) of Appendix 1 of Schedule 8 and in the next following Relevant Year R<sub>t-1</sub> shall have the same value.

---

<sup>11</sup> To be defined in the agreement and not by reference to schedule 7.

<sup>12</sup> Ibid.

<sup>13</sup> To be confirmed.

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

Name of Service Group A	Service Group B				
C to-FWT		D FWT to ITWTT		E from ITWTT	A n g l i a
					A n g l i a  t n t e r C i t y  ( e f f  p e a k )
0.24		0.52		0.80	A n g l i a  t n

Name of Service Group A	Service Group B				
					t e r G i t y ( p e a k )
0.16		0.48		0.80	A n g l i a  L e e a l s
0.40		0.60		0.80	A r r i v a  P r a i n s  N e f

Name of Service Group A	Service Group B				
					t h e r e
					N e t h e r e a s e t P I E
0.40		0.60		0.80	N e t h e r e a s e t U r b a n & L e n g t h

Name of Service Group A	Service Group B				
					i s t a n d e r
0.40		0.60		0.80	N e r t h  Y e r k s h i f e  U f b a n  &  L  D i s t
0.40		0.60		0.80	P u r a l
0.40		0.60		0.80	S e

Name of Service Group A	Service Group B				
					U t h  Y e r k e h i f e  P T E
0.40		0.60		0.80	T r a n s p e n n i n e  E x p e n s e  N e t t h
0.40		0.60		0.80	T

Name of Service Group A	Service Group B				
					f a n s p e n n i n e  E x p r e s s  S e u t h
0.40		0.60		0.80	V e s t  Y e r k s h i f e  P I E L

Name of Service Group A	Service Group B				
0.40		0.60		0.80	e n g v e s t Y e r k s h i f e P T E S h e r t
0.40		0.60		0.80	Y e r k s h i f e t n t e r P

Name of Service Group A	Service Group B				
					I E
0.40		0.60		0.80	e 2 e
					e 2 e ( e f f - p e a k )
0.40		0.60		0.80	e 2 e ( p e a k )
0.40		0.60		0.80	C a r d i f f
					S e u t h r

Name of Service Group A	Service Group B				
					V e s t a n d C e n t r a l V a l e s
0.40		0.60		0.80	V a l e s t e E n g l a n d
0.40		0.60		0.80	C a n b r i

Name of Service Group A	Service Group B				
0.40		0.60		0.80	C a r d i f f  V a l e y s  ( e f f  p e a k )
0.40		0.60		0.80	M a r e h e s
0.40		0.60		0.80	N e r t h  V a l

Name of Service Group A	Service Group B				
					e s P u r a t
0.40		0.60		0.80	t n t e f - U f b a n A y a t e s
0.40		0.60		0.80	C e n t r a t
					C e f e t n t e f

Name of Service Group A	Service Group B				
					U r b a n
0.40		0.60		0.80	E a s t  M i d t a n d s
0.40		0.60		0.80	L i v e r p e e t  N e r w i e h
0.40		0.60		0.80	C t h e r

Name of Service Group A	Service Group B				
					t A t e r  U r b a n
0.40		0.60		0.80	R e b i n  H e e d
0.40		0.60		0.80	V e s t  M i d t a n d s  -  N e w  S t r

Name of Service Group A	Service Group B				
					e e t  ( e f f - p e a k )
0-40		0-60		0-80	V e s t  M i d l a n d s  -  A e w  S t r e e t  ( p e a

Name of Service Group A	Service Group B				
0.40		0.60		0.80	k ) V e s t  M i d l a n d s  -  S n e w  H i l l  ( e f f - p e a k )
0.40		0.60		0.80	V e s t  M

Name of Service Group A	Service Group B				
					i d t a n d s - S n e w H i t t ( p e a k )
0.40		0.60		0.80	C h i t t e r n
					B i f n i n g h e r

Name of Service Group A	Service Group B				
					( e f f p e a k )
0.40		0.60		0.80	B i f # i # # a # ( p e a k )
0.40		0.60		0.80	J e i n t ( e f f p e a k )

Name of Service Group A	Service Group B				
0.40		0.60		0.80	J e i n t  ( p e a k )
0.40		0.60		0.80	M e t  ( e f f  p e a k )
0.40		0.60		0.80	M e t  ( p e a k )
0.40		0.60		0.80	F i r s t  G

Name of Service Group A	Service Group B				
					r e a t  v e s t e r n  L i n k
					t n e f  O h a r t e r  ( e f f  p e a k )
0.40		0.60		0.80	t n a

Name of Service Group A	Service Group B				
					e f G h a r t e r ( p e a k )
0.40		0.60		0.80	t n n e r G t h e r
0.40		0.60		0.80	C u t e r G h a r t e r ( e

Name of Service Group A	Service Group B				
					f f p e a k )
0.40		0.60		0.80	C u t e r  C h a r t e r  ( p e a k )
0.40		0.60		0.80	C u t e r  C t h e r
0.40		0.60		0.80	R e a d i

Name of Service Group A	Service Group B				
					R g - G a t w i e k - P h r e e B r i d g e s
0.15		0.48		0.80	G a t w i e k E x p r e s s
					G

Name of Service Group A	Service Group B				
					a t w i e k  E x p r e s s  ( o f f  p e a k )
0.15		0.48		0.80	G a t w i e k  E x p r e s s  ( p e a k )

Name of Service Group A	Service Group B				
0.15		0.48		0.80	k ) C r e a t E a s t e r n
					C r e a t E a s t e r n t n n e r s ( e f f p e a

Name of Service Group A	Service Group B				
0.40		0.60		0.80	k ) G r e a t  E a s t e r n  t A n e r s  ( p e a k )
0.40		0.60		0.80	G r e a t  E a s t e r n  C

Name of Service Group A	Service Group B				
					U t e r s ( o f f p e a k )
0.40		0.60		0.80	G r e a t E a s t e r n C u t e r s ( p e a k )
0.40		0.60		0.80	S

Name of Service Group A	Service Group B				
					e u t h e n d  a n d  S e u t h # i n s t e r  ( e f f  p e a k )
0-40		0-60		0-80	S e u t h e n d  a

Name of Service Group A	Service Group B				
					H d S e u t h m i n s t e r ( p e a k )
0-40		0-60		0-80	G r e a t N e r t h E a s t e r n
					A n g

Name of Service Group A	Service Group B				
					t e S e e t t i s h A b e r d e e n / t n y e f n e s s
0.19		0.50		0.80	A n g t e - S e e t t i s h

Name of Service Group A	Service Group B				
0-19		0-50		0-80	Q e r e  V e s t  V e r k s h i r e  Q e r e  V e s t  V e r k s h i r e  E x t e n s
0-19		0-50		0-80	

Name of Service Group A	Service Group B				
					i e n s
0.19		0.50		0.80	G r e a t  W e s t e r n
					A v e n
0.19		0.50		0.80	B r i s t e t - D i d e e t - C x f e r d
0.40		0.60		0.80	C

Name of Service Group A	Service Group B				
					e t s w e l d s
0.19		0.50		0.80	S e u t h  v a l e s
0.19		0.50		0.80	v e s t  e f  E n g l a n d
0.19		0.50		0.80	M e r s e y r a i

Name of Service Group A	Service Group B				
					I A e r t h e r n L i n e s
0.40		0.60		0.80	V i f f a t L i n e s
0.40		0.60		0.80	M i d l a n d M a i n l i n e

Name of Service Group A	Service Group B				
					M i d t a n d M a i n t i n e - O t a s s + 7 0 s
0.19		0.50		0.80	M i d t a n d M a i n t i n

Name of Service Group A	Service Group B				
					e - H S I
0.19		0.50		0.80	N e r t h  V e s t  I r a i n s
					I n t e r  U f b a n  A V  E x p r e

Name of Service Group A	Service Group B				
0.40		0.60		0.80	L a n g u a g e & C u l t u r a l R e f e r e n c e s
0.40		0.60		0.80	L e n g u a g e & C u l t u r a l R e f e r e n c e s
0.40		0.60		0.80	M a n u a l

Name of Service Group A	Service Group B				
					E h e s t e r  N o r t h  ( e f f  p e a k )
0.40		0.60		0.80	M a n e h e s t e r  N o r t h  ( p e a

Name of Service Group A	Service Group B				
0.40		0.60		0.80	k ) M a n e h e s t e r S e u t h ( e f f p e a k )
0.40		0.60		0.80	M a n e h e s t e r S e u t

Name of Service Group A	Service Group B				
					h ( p e a k )
0.40		0.60		0.80	M e r s e y s i d e G i t y L i n e s
0.40		0.60		0.80	S e o t R a i t
					E a s t O e

Name of Service Group A	Service Group B				
					a s t  S u b u r b a n
0.40		0.60		0.80	E x p r e s s
0.40		0.60		0.80	H i g h t a n d  P u r a t
0.40		0.60		0.80	C u a t i f y i n g

Name of Service Group A	Service Group B				
					S t e e p e r s
0.40		0.60		0.80	S e u t h  V e s t  R u r a l
0.40		0.60		0.80	S t r a t h e t y d e  E t e t r i e

Name of Service Group A	Service Group B				
					( e f f p e a k )
0.40		0.60		0.80	S t r a t h e t y d e E t e t f i e ( p e a k )
0.40		0.60		0.80	S t r a t h

Name of Service Group A	Service Group B				
					e t y d e P T E D i e s e t
0.40		0.60		0.80	S i t v e r t i n k
					E x p r e s s ( o f f p e a k )

Name of Service Group A	Service Group B				
0.40		0.60		0.80	E x p e r i e n c e ( p e a k )
0.40		0.60		0.80	C r i t i c i a l s ( e f f p e a k )
0.40		0.60		0.80	C r i t i c i a l s ( p

Name of Service Group A	Service Group B				
					e a k )
0.40		0.60		0.80	P u r a t
0.40		0.60		0.80	V a t f e r d  ( e f f  p e a k )
0.40		0.60		0.80	V a t f e r d  ( p e a k )
0.40		0.60		0.80	S e

Name of Service Group A	Service Group B				
					U t h  E a s t e r n
					K e n t  C e a s t  ( e f f  p e a k )
0-40		0-60		0-80	K e n t  C e a s t  (

Name of Service Group A	Service Group B				
					p e a k )
0.40		0.60		0.80	K e n t  L i n k  ( e f f  p e a k )
0.40		0.60		0.80	K e n t  L i n k  ( p e a k )
0.40		0.60		0.80	K e n

Name of Service Group A	Service Group B				
					t P u r a l
0.40		0.60		0.80	S e u t h e r n
					G a t w i e k - P u g b y
0.15		0.48		0.80	P u r a l
0.40		0.60		0.80	S e u t h e r n L e

Name of Service Group A	Service Group B				
					n d e n  L i n e s  ( e f f  p e a k )
0.40		0.60		0.80	S e u t h  L e n d e n  L i n e s  ( p e a k

Name of Service Group A	Service Group B				
0.40		0.60		0.80	) S u s s e x  C e a s t  ( e f f  p e a k )
0.40		0.60		0.80	S u s s e x  C e a s t  ( p e a k )

Name of Service Group A	Service Group B				
0.40		0.60		0.80	S e u t h  W e s t  T r a i n s
					M a i n  S u b u r b a n  ( o f f  p e a k )
0.40		0.60		0.80	M a i

Name of Service Group A	Service Group B				
					R S u b u r b a n ( p e a k )
0.40		0.60		0.80	P e r t s m e t r i c - P e a d i n g & V e y m e

Name of Service Group A	Service Group B				
0.40		0.60		0.80	U t h  V a t e r f l e e  -  F a r n h a n / A l t e r n  ( e f f  p e a k )
0.40		0.60		0.80	V a t e r f l

Name of Service Group A	Service Group B				
					e e - F a r n h a m / A l t e r n ( p e a k )
0.40		0.60		0.80	V a t e r l e e - P e r t e m e u t

Name of Service Group A	Service Group B				
					h ( e f f  p e a k )
0.40		0.60		0.80	v a t e r t e e  -  P e r t e m e u t h  ( p e a k )
0.40		0.60		0.80	v a t e

Name of Service Group A	Service Group B				
					f t e e - v e s t E n g t a n d ( e f f p e a k )
0.40		0.60		0.80	v a t e f t e e - v e s t

Name of Service Group A	Service Group B				
					E n g l a n d  ( p e a k )
0.40		0.60		0.80	V a t e r t e e  -  V e y m e u t h  ( e f f  p e a k

Name of Service Group A	Service Group B				
0.40		0.60		0.80	) V a t e r f l e e - V e y m e u t h ( p e a k )
0.40		0.60		0.80	V i n d s e f t n n e f s ( e

Name of Service Group A	Service Group B				
					f f p e a k )
0.40		0.60		0.80	V i n d s e f t n n e r s ( p e a k )
0.40		0.60		0.80	V i n d s e f C u t e r s

Name of Service Group A	Service Group B				
					( e f f  p e a k )
0.40		0.60		0.80	V i n d e s e r  C u t e r s  ( p e a k )
0.40		0.60		0.80	T h a n e s t i n k
					B e d

Name of Service Group A	Service Group B				
					f e r d  M a i n l i n e  ( e f f  p e a k )
0.40		0.60		0.80	B e d f e r d  M a i n l i n e  ( p e a

Name of Service Group A	Service Group B				
0.40		0.60		0.80	k ) B r i g h t e n  M a i n t i n e  ( e f f  p e a k )
0.40		0.60		0.80	B r i g h t e n  M a i n t

Name of Service Group A	Service Group B				
					i n e ( p e a k )
0.40		0.60		0.80	S e u t h  L e n d e n  ( e f f  p e a k )
0.40		0.60		0.80	S e u t h  L e n d e n

Name of Service Group A	Service Group B				
					n ( p e a k )
0.40		0.60		0.80	T r a n s p e n n i n e  E x p r e s s
					N o t h  T r a n s  P e n n

Name of Service Group A	Service Group B				
0.40		0.60		0.80	i n e  S e u t h  P r a n s  P e n n i n e
0.40		0.60		0.80	N e f t h  W e s t
0.40		0.60		0.80	Y e f k s h i f e  ( T

Name of Service Group A	Service Group B				
					r a d e d )
0-40		0-60		0-80	L e e d s - B t a e k p e e t  ( F r a d e d )
0-40		0-60		0-80	V i r g i n  C r e s s  C

Name of Service Group A	Service Group B				
					e u n t f y
					G r e s s  C e u n t f y  A t t  S e r v i c e s
0-40		0-60		0-80	W A G N
					A n g l i a t

Name of Service Group A	Service Group B				
					A n g l i a t n e r s ( p e a k )
0.40		0.60		0.80	A n g l i a t n e r s ( p e a k )
0.40		0.60		0.80	A n g l i a t n e r s ( p e a k )

Name of Service Group A	Service Group B				
					U t e r s ( e f f p e a k )
0.40		0.60		0.80	A n g l i a C u t e r s ( p e a k )
0.40		0.60		0.80	N e t h e r n

Name of Service Group A	Service Group B				
					+ N N e f s  ( e f f  p e a k )
0.40		0.60		0.80	N e r t h e r n  + N N e f s  ( p e a k )
0.40		0.60		0.80	N e r t

Name of Service Group A	Service Group B				
					h e r n C u t e r s ( e f f p e a k )
0-40		0-60		0-80	N e f t h e r n C u t e r s ( p e a k )

Name of Service Group A	Service Group B				
0.40		0.60		0.80	V a l e s  a n d  V e s t
					B r i s t e l  C e n t r e f
0.40		0.60		0.80	D e v e n
0.40		0.60		0.80	V e s s e x  M

Name of Service Group <b>A</b>	Service Group <b>B</b>				
0.40			0.60		0.80

<u>Name of Service Group</u> <b>A</b>	<u>Service Group</u> <b>B</b>	<u>NFMRE</u>		
		<u>C</u> to FWT	<u>D</u> FWT to ITWTT	<u>E</u> from ITWTT
<b><u>Anglia</u></b>				
<u>Anglia InterCity (off peak)</u>	<u>hs01op</u>			
<u>Anglia InterCity (peak)</u>	<u>hs01p</u>			
<u>Anglia Locals</u>	<u>hs02</u>			
<b><u>Arriva Trains Northern</u></b>				
<u>North East PTE</u>	<u>hc02</u>			
<u>North East Urban &amp; Long Distance</u>	<u>hc01</u>			

<u>Name of Service Group</u>	<u>Service Group</u>	<u>NFMRE</u>		
		<u>C</u> to <u>FWT</u>	<u>D</u> <u>FWT to</u> <u>ITWTT</u>	<u>E</u> from <u>ITWTT</u>
<u>A</u>	<u>B</u>			
<u>North Yorkshire Urban &amp; L Dist</u>	<u>hc03</u>			
<u>Rural</u>	<u>hc04</u>			
<u>South Yorkshire PTE</u>	<u>hc05</u>			
<u>Transpennine Express North</u>	<u>hc08</u>			
<u>Transpennine Express South</u>	<u>hc09</u>			
<u>West Yorkshire PTE Long</u>	<u>hc06</u>			
<u>West Yorkshire PTE Short</u>	<u>hc07</u>			
<u>Yorkshire Inter PTE</u>	<u>hc10</u>			
<b><u>c2c</u></b>				
<u>c2c (off-peak)</u>	<u>ht02op</u>			
<u>c2c (peak)</u>	<u>ht01p</u>			
<b><u>Cardiff</u></b>				
<u>South, West and Central Wales</u>	<u>HL02</u>			
<u>Wales to England</u>	<u>HL03</u>			
<u>Cambrian</u>	<u>HL04</u>			
<u>Cardiff Valleys (off peak)<sup>14</sup></u>	<u>HL05</u>			
<u>Marches</u>	<u>HL06</u>			
<u>North Wales Rural</u>	<u>HL07</u>			
<u>Inter-Urban N Wales</u>	<u>HL08</u>			
<b><u>Central</u></b>				
<u>Core Inter Urban</u>	<u>hg05</u>			
<u>East Midlands</u>	<u>hg03</u>			
<u>Liverpool – Norwich</u>	<u>hg07</u>			
<u>Other Inter Urban</u>	<u>hg06</u>			
<u>Robin Hood</u>	<u>hg12</u>			
<u>West Midlands - New Street</u> <u>(off-peak)</u>	<u>hg02op</u>			
<u>West Midlands - New Street (peak)</u>	<u>hg02p</u>			
<u>West Midlands - Snow Hill (off-peak)</u>	<u>hg01op</u>			

<sup>14</sup> And Cardiff Valleys (peak)?

<u>Name of Service Group</u>	<u>Service Group</u>	<u>NFMRE</u>		
		<u>C</u> to <u>FWT</u>	<u>D</u> FWT to <u>ITWTT</u>	<u>E</u> from <u>ITWTT</u>
<u>A</u>	<u>B</u>			
<u>West Midlands - Snow Hill (peak)</u>	<u>hg01p</u>			
<b><u>Chiltern</u></b>				
<u>Birmingham (off peak)</u>	<u>ho02op</u>			
<u>Birmingham (peak)</u>	<u>ho02p</u>			
<u>Joint (off peak)</u>	<u>ho03op</u>			
<u>Joint (peak)</u>	<u>ho03p</u>			
<u>Met (off peak)</u>	<u>ho01op</u>			
<u>Met (peak)</u>	<u>ho01p</u>			
<b><u>First Great Western Link</u></b>				
<u>Inner Charter (off peak)</u>	<u>hn02op</u>			
<u>Inner Charter (peak)</u>	<u>hn02p</u>			
<u>Inner Other</u>	<u>hn04</u>			
<u>Outer Charter (off peak)</u>	<u>hn01op</u>			
<u>Outer Charter (peak)</u>	<u>hn01p</u>			
<u>Outer Other</u>	<u>hn03</u>			
<u>Reading - Gatwick - Three Bridges</u>	<u>hn05</u>			
<b><u>Gatwick Express</u></b>				
<u>Gatwick Express (off peak)</u>	<u>hv01op</u>			
<u>Gatwick Express (peak)</u>	<u>hv01p</u>			
<b><u>Great Eastern</u></b>				
<u>Great Eastern Inners (off peak)</u>	<u>hr01op</u>			
<u>Great Eastern Inners (peak)</u>	<u>hr01p</u>			
<u>Great Eastern Outers (off peak)</u>	<u>hr03op</u>			
<u>Great Eastern Outers (peak)</u>	<u>hr03p</u>			
<u>Southend and Southminster (off peak)</u>	<u>hr02op</u>			
<u>Southend and Southminster (peak)</u>	<u>hr02p</u>			
<b><u>Great North Eastern</u></b>				
<u>Anglo Scottish Aberdeen/Inverness</u>	<u>hb05</u>			
<u>Anglo-Scottish Core</u>	<u>hb01</u>			
<u>West Yorkshire Core</u>	<u>hb02</u>			

<u>Name of Service Group</u>	<u>Service Group</u>	<u>NFMRE</u>		
		<u>C</u> to <u>FWT</u>	<u>D</u> <u>FWT to</u> <u>ITWTT</u>	<u>E</u> from <u>ITWTT</u>
<u>A</u>	<u>B</u>			
<u>West Yorkshire Extensions</u>	<u>hb04</u>			
<b><u>Great Western</u></b>				
<u>Avon</u>	<u>hj01</u>			
<u>Bristol-Didcot-Oxford</u>	<u>hj99</u>			
<u>Cotswolds</u>	<u>hj03</u>			
<u>South Wales</u>	<u>hj02</u>			
<u>West of England</u>	<u>hj04</u>			
<b><u>Merseyrail</u></b>				
<u>Northern Lines</u>	<u>he01</u>			
<u>Wirral Lines</u>	<u>he02</u>			
<b><u>Midland Mainline</u></b>				
<u>Midland Mainline - Class 170s</u>	<u>hi02</u>			
<u>Midland Mainline - HST</u>	<u>hi01</u>			
<u>North West Trains</u>				
<u>Inter Urban NW Express</u>	<u>hd01</u>			
<u>Lancashire &amp; Cumbria Rural</u>	<u>hd09</u>			
<b><u>Long Distance</u></b>	<u>hd02</u>			
<u>Manchester North (off peak)</u>	<u>hd04op</u>			
<u>Manchester North (peak)</u>	<u>hd04p</u>			
<u>Manchester South (off peak)</u>	<u>hd03op</u>			
<u>Manchester South (peak)</u>	<u>hd03p</u>			
<u>Merseyside City Lines</u>	<u>hd06</u>			
<b><u>ScotRail</u></b>				
<u>East Coast Suburban</u>	<u>ha02</u>			
<u>Express</u>	<u>ha01</u>			
<u>Highland Rural</u>	<u>ha04</u>			
<u>Qualifying Sleepers</u>	<u>ha11</u>			
<u>South West Rural</u>	<u>ha03</u>			
<u>Strathclyde Electric (off peak)</u>	<u>ha06op</u>			
<u>Strathclyde Electric (peak)</u>	<u>ha06p</u>			

<u>Name of Service Group</u>	<u>Service Group</u>	<u>NFMRE</u>		
		<u>C</u> to <u>FWT</u>	<u>D</u> <u>FWT to</u> <u>ITWTT</u>	<u>E</u> from <u>ITWTT</u>
<u>A</u>	<u>B</u>			
<u>Strathclyde PTE Diesel</u>	<u>ha07</u>			
<b><u>Silverlink</u></b>				
<u>Express (off peak)</u>	<u>hp03op</u>			
<u>Express (peak)</u>	<u>hp03p</u>			
<u>Orbitals (off peak)</u>	<u>hp01op</u>			
<u>Orbitals (peak)</u>	<u>hp01p</u>			
<u>Rural</u>	<u>hp04</u>			
<u>Watford (off peak)</u>	<u>hp06op</u>			
<u>Watford (peak)</u>	<u>hp06p</u>			
<b><u>South Eastern</u></b>				
<u>Kent Coast (off peak)</u>	<u>hu01op</u>			
<u>Kent Coast (peak)</u>	<u>hu04p</u>			
<u>Kent Link (off peak)</u>	<u>hu02op</u>			
<u>Kent Link (peak)</u>	<u>hu05p</u>			
<u>Kent Rural</u>	<u>hu03</u>			
<b><u>Southern</u></b>				
<u>Gatwick - Rugby</u>	<u>hw06</u>			
<u>Rural</u>	<u>hw01</u>			
<u>South London Lines (off peak)</u>	<u>hw04op</u>			
<u>South London Lines (peak)</u>	<u>hw05p</u>			
<u>Sussex Coast (off peak)</u>	<u>hw03op</u>			
<u>Sussex Coast (peak)</u>	<u>hw02p</u>			
<b><u>South West Trains</u></b>				
<u>Main Suburban (off peak)</u>	<u>hy01op</u>			
<u>Main Suburban (peak)</u>	<u>hy01p</u>			
<u>Portsmouth - Reading &amp; Weymouth</u>	<u>hy02</u>			
<u>Waterloo - Farnham/Alton (off peak)</u>	<u>hy04op</u>			
<u>Waterloo - Farnham/Alton (peak)</u>	<u>hy04p</u>			
<u>Waterloo - Portsmouth (off peak)</u>	<u>hy07op</u>			
<u>Waterloo - Portsmouth (peak)</u>	<u>hy07p</u>			

<u>Name of Service Group</u>	<u>Service Group</u>	<u>NFMRE</u>		
		<u>C</u> <u>to FWT</u>	<u>D</u> <u>FWT to ITWTT</u>	<u>E</u> <u>from ITWTT</u>
<u>A</u>	<u>B</u>			
<a href="#">Waterloo - West England (off peak)</a>	<a href="#">hy03op</a>			
<a href="#">Waterloo - West England (peak)</a>	<a href="#">hy03p</a>			
<a href="#">Waterloo - Weymouth (off peak)</a>	<a href="#">hy08op</a>			
<a href="#">Waterloo - Weymouth (peak)</a>	<a href="#">hy08p</a>			
<a href="#">Windsor Inners (off peak)</a>	<a href="#">hy05op</a>			
<a href="#">Windsor Inners (peak)</a>	<a href="#">hy05p</a>			
<a href="#">Windsor Outers (off peak)</a>	<a href="#">hy06op</a>			
<a href="#">Windsor Outers (peak)</a>	<a href="#">hy06p</a>			
<b><a href="#">Thameslink</a></b>				
<a href="#">Bedford Mainline (off peak)</a>	<a href="#">hx01op</a>			
<a href="#">Bedford Mainline (peak)</a>	<a href="#">hx01p</a>			
<a href="#">Brighton Mainline (off peak)</a>	<a href="#">hx02op</a>			
<a href="#">Brighton Mainline (peak)</a>	<a href="#">hx02p</a>			
<a href="#">South London (off peak)</a>	<a href="#">hx03op</a>			
<a href="#">South London (peak)</a>	<a href="#">hx03p</a>			
<b><a href="#">TransPennine Express</a></b>				
<a href="#">North Trans Pennine</a>	<a href="#">EA01</a>			
<a href="#">South Trans Pennine</a>	<a href="#">EA02</a>			
<a href="#">North West</a>	<a href="#">EA03</a>			
<a href="#">Yorkshire (Traded)</a>	<a href="#">EA04</a>			
<a href="#">Leeds-Blackpool (Traded)</a>	<a href="#">EA05</a>			
<b><a href="#">Virgin Cross Country</a></b>				
<a href="#">Cross Country All Services</a>	<a href="#">hh01</a>			
<b><a href="#">WAGN</a></b>				
<a href="#">Anglia Inners (off peak)</a>	<a href="#">hq01op</a>			
<a href="#">Anglia Inners (peak)</a>	<a href="#">hq01p</a>			
<a href="#">Anglia Outers (off peak)</a>	<a href="#">hq03op</a>			
<a href="#">Anglia Outers (peak)</a>	<a href="#">hq03p</a>			
<a href="#">Northern Inners (off peak)</a>	<a href="#">hq04op</a>			
<a href="#">Northern Inners (peak)</a>	<a href="#">hq04p</a>			

<u>Name of Service Group</u> <u>A</u>	<u>Service Group</u> <u>B</u>	<u>NFMRE</u>		
		<u>C</u> <u>to FWT</u>	<u>D</u> <u>FWT to ITWTT</u>	<u>E</u> <u>from ITWTT</u>
<u>Northern Outers (off peak)</u>	<u>hq05op</u>			
<u>Northern Outers (peak)</u>	<u>hq05p</u>			
<b><u>Wales and West</u></b>				
<u>Bristol Commuter</u>	<u>hk11</u>			
<u>Devon</u>	<u>hk12</u>			
<u>Wessex Mainline</u>	<u>hk14</u>			
<u>Plymouth and Cornwall</u>	<u>hk15</u>			

[Annex B to Part 3 of Schedule 4 – Lookup Table for EBM Weights](#)

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

<b><u>Franchise TOC</u></b>	<b><u>Payment Rate per train mile £</u></b>
<u>Chiltern</u>	
<u>East Coast Mainline</u>	
<u>East Midlands</u>	
<u>Great Western</u>	
<u>Greater Anglia</u>	
<u>London Rail Concession</u>	
<u>Merseyrail</u>	
<u>New Cross Country</u>	
<u>Northern</u>	
<u>Scotrail</u>	
<u>South Central</u>	
<u>South West Trains</u>	
<u>Southeastern First</u>	
<u>Thameslink/GN First</u>	
<u>TPE</u>	
<u>Wales</u>	
<u>West Coast Main Line</u>	
<u>West Midlands</u>	

**PART 4: CTRL AND THAMESLINK**

[Customised arrangements to be submitted for approval]

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

- 1** 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	£
2004-2005	[            ]
2005-2006	[            ]
2006-2007	[            ]
2007-2008	[            ]
2008-2009	[            ]

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

- 2** 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:

$$ACSRU_{pt} = ACSRU_t \cdot \frac{(RPI_{t-1})}{RPI[2003]}$$

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[2003] means the Retail Prices Index published or determined with respect to November 2003,

but so that in relation to the Relevant Year commencing on 1 April 2004, ACSRU<sub>t</sub> shall have the relevant value specified in the relevant column of the table in paragraph 1.

- 3** ORR may at any time carry out and initiate implementation of an access charges review in relation to:
- (a) compensation under Part 3 of this Schedule 4 and the manner in which it is paid; and
  - (b) access charge supplements under this Part 5 and the manner in which they are paid.

Document comparison done by DeltaView on 06 February 2008 16:23:37

Input:	
Document 1	file://H:/Settings/Profile/Desktop/Network Rail/071024_Sch 4_Passenger Model Contract (orginal).doc
Document 2	file://H:/Settings/Profile/Desktop/Network Rail/080206_Sch 4_Passenger Model Contract_Final.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	697
Deletions	933
Moved from	6
Moved to	6
Style change	0
Format changed	0
Total changes	1642