



Hutchison Ports (UK)

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14 June 2010

Kara Johnson
Executive, Track Access
Office of Rail Regulation
One Kemble Street
LONDON
WC2B 4AN

Email: kara.johnson@orr.gsi.gov.uk

Dear Kara,

Appeal Under Regulation 29 of The Railways Infrastructure (Access And Management) Regulations 2005 (the “Regulations”) by DB Schenker Rail (UK) Limited (“DBS”) regarding the Port of Felixstowe (“PoF”).

Further to your letter of 4 June I am now writing to provide you with HPUK’s response to DBS’s letter of 2 June 2010 in which it purported to provide the ORR with a written statement of the specific grounds of its original appeal contained in Form R29 and dated 22 January 2010 (the “Appeal Document”). Please note that HPUK has not chosen to respond to each and every point made in DBS’s letter as in many instances these have already been addressed in earlier correspondence. I refer you to our letters of 12 March and 3 June in particular in this respect.

1. Introduction

As an introductory comment HPUK is concerned that rather than simply clarify the grounds of its original appeal as requested by the ORR, DBS has gone considerably beyond that and in fact used the ORR’s limited request as an opportunity to recast and widen the grounds of what was originally contained in the Appeal Document.

In particular HPUK notes that DBS has stated in paragraph 1.1 (a) - (d) of its letter of 2 June 2010 that there are four particular aspects to its appeal namely:

- (a) FDRC’s refusal/failure to satisfactorily deal with DBS’s request for a further service to be accommodated at PoF;
- (b) FDRC’s failure to award train slots on a fair, transparent, non-discriminatory and consistent basis;
- (c) FDRC’s capacity allocation principles do not comply with the ORR’s Guidance on Appeals under the Regulations (the “Guidance”) (particularly paragraph 1.21 with regard to the identification of business opportunities); and

Cont'd.../2

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- (d) The charging arrangements and level of charges for access and services at PoF, which DBS believes are not being applied on a fair, transparent and consistent basis to the different freight operating companies (FOCs) using PoF.

HPUK accepts that the allegations raised by DBS in paragraphs (a) and (d) were contained in the Appeal Document and could therefore be considered by the ORR as part of this appeal. This would also be consistent with paragraph 1.1 of DBS's letter to the ORR of 31 March.

However HPUK submits that the allegation raised in paragraph (b) above goes far beyond what was originally contained in the Appeal Document and would appear on the face of it to have the effect of inviting the ORR to review the allocation of all train capacity at PoF since 2002 when open access arrangements were first introduced there. Given that DBS itself states in the Appeal Document that "*Up to and including the allocation of the 27th slot into the Port of Felixstowe FDRC had in place transparent arrangements for the allocation of capacity which involved all freight operators being able to bid for the slot on offer*" it is quite clear that this is not at all what DBS was originally alleging. Furthermore HPUK notes that the allegation now raised by DBS in paragraph (c) above was not mentioned at all in the Appeal Document. Indeed, as far as HPUK is aware, the first time this issue was raised by DBS was in its letter to the ORR of 31 March which was more than two months after it submitted the Appeal Document.

As a matter of procedural fairness it is clearly unacceptable for a party bringing an appeal under the Regulations to be allowed to change the grounds of its original appeal as the appeal progresses. HPUK therefore requests that the ORR confirm to both parties as soon as possible that only the issues raised in paragraphs (a) and (d) above will be considered by it as part of this appeal.

2. Allocation of Capacity

For convenience in the sections that follow we have used headings that cross refer to the paragraph numbering in DBS's letter of 2 June.

- **Paragraph 2.3**

We have a number of observations to make on this paragraph:

- (a) It is not correct, as DBS state, that FDRC revised its capacity allocation principles in May 2009 solely on the basis that it believed that the Felixstowe branch line was at full capacity. FDRC revised its capacity allocation principles in May 2009 because of its belief at that time (stated in a letter dated 22 June 2009 to DBS and attached as Appendix 4 to the Appeal Document) that "*both the branch path and port rail terminal occupancy are now extremely limited*". That letter also went on to state that "*If both rail terminal space and compatible linked paths were available then a process of Capacity Allocation via an open bid, supported by a business case, would be the preferred route of allocation*".

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Following the revision of its capacity allocation principles in May 2009 a number of FOCs (including DBS in September 2009) subsequently approached FDRC claiming to have identified potential new paths and terminal slots at PoF. Given this development and the conclusions of its own South and North rail terminal capacity studies completed in July and October 2009 respectively FDRC decided, in keeping with its letter to DBS of 22 June, that the fairest method of allocating any capacity identified going forward would therefore be to undertake an open tender process in which all the FOCs could participate on an equal footing. However, as discussed in our letter of 3 June the operational issues that arose following the award of the 28th train (see below) meant that FDRC decided it needed to prioritise its operational capability before carrying out any further tenders which it anticipated it might be able to do in Q2 2010.

- (b) As the minutes of the meeting held between DBS and FDRC on 19 November state, exceptional circumstances meant that to pursue an open tender for the award of a 28th train at PoF was of no practical benefit to the FOCs, FDRC and, importantly, the underlying shipping customer given that FDRC had received a bid that satisfied the selection criteria that underpin the Capacity Allocation Principles which no other FOC was in a position to make. The reason for this was that FDRC was in negotiations with Maersk Line (the largest container shipping line in the world and FDRC's largest customer) to bring an additional ship service to PoF. Given the extent of the global recession and consequent severe decline in container volumes attracting this additional service with the volumes it would bring was critical to PoF's business. During the negotiations Maersk made it clear that it would require additional rail capacity if the new service was to come to PoF. Please find attached at Appendix One a copy of a letter from Maersk Line to FDRC concerning this issue. Consequently FDRC worked with Maersk's rail service provider (Freightliner) to identify capacity at the rail terminals that matched the branch line path Freightliner had identified. The proposed service clearly satisfied the selection criteria and on the basis that Maersk had selected Freightliner as its service provider, a process over which FDRC has no influence, no other FOC was in a position to win the award of the capacity. As such, HPUK believes that the manner in which it awarded the 28th train was entirely in accordance with the Regulations and notes in this respect that the Guidance states at paragraph 2.7 that *"we expect each facility owner to determine its access criteria based purely on the legitimate commercial interest of that facility"*.
- (c) It is again not correct, as DBS contend, that the decision to award the 28th train was taken *"despite FDRC's claims that the Port has no ability to handle any additional rail traffic and would not be in a position to offer any capacity until at least Q2 2010"*. At the time of the award of the 28th train FDRC believed that capacity on the branch line and at the PoF rail terminals was extremely limited and had therefore begun the process of conducting its own capacity studies to identify ways of addressing the constraints. Despite this belief, for the reasons stated above, FDRC decided to award the 28th train because of the overriding commercial needs of its business

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at that time. FDRC's belief that terminal capacity was extremely limited was subsequently confirmed when it began to experience severe operational and customer issues following the award of the 28th train. We refer to Freightliner's letter to the ORR of 17 March in connection with this appeal that provides further detail on these operational issues.

- **Paragraph 2.4**

HPUK does not accept that the circumstances of this case demonstrate that DBS has suffered unfair treatment and discrimination. In particular, HPUK refutes the allegations that FDRC has repeatedly moved the "goalposts" and that it has prevaricated over the issue of DBS's request for an additional service since June 2009.

With respect to the first point, HPUK has now explained in some detail both in earlier correspondence (in particular its letters of 12 March and 3 June to the ORR) and again in this letter its views on available capacity and how it has chosen to award that capacity. It is HPUK's submission that the facts of this case clearly show that its actions have at all times been in accordance with the Regulations and the Guidance in this regard.

With respect to the second point, HPUK submits that the facts of this appeal clearly show that any delay in considering DBS's request for an additional service at PoF are entirely of its own making. In particular HPUK notes that a formal request from DBS supported by its own analysis of capacity available on the branch line and at the rail terminals for an additional service was not received until 2 September 2009. FDRC considered this, responding on 29 September that its own analysis could not be reconciled with that of DBS and a conflict existed at the terminal which FDRC was not in a position to resolve unilaterally. Furthermore DBS did not (and still has not) provided FDRC with any proposed business plan for the new service.

FDRC therefore suggested that the parties meet to clarify whether the capacity did exist before entering into the more detailed discussions as is standard practice. That meeting took place on 19 November 2009 and, as has already been clearly documented, was abruptly ended by DBS before there was any opportunity to discuss any substantive issues. FDRC subsequently wrote to DBS on 19 November (see Appendix 7 to the Appeal Document) offering to "*work with DB Schenker and share our findings in order that you can understand the future capacity opportunities...*". DBS never responded to this letter and instead chose to launch this appeal. It is therefore quite clear from the facts that any delays that have arisen in this case have arisen as a result of DBS's failure to engage constructively with FDRC.

- **Paragraph 2.5**

HPUK understands that DBS is now attempting to argue that FDRC's capacity

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allocation principles do not comply with the Guidance (particularly paragraph 1.21 with regard to the identification of business opportunities). As stated above HPUK believes that it is an unacceptable breach of the requirements of procedural fairness that DBS is now attempting to introduce at a late stage in the appeal process new grounds of appeal that were not set out in the Appeal Document itself. HPUK therefore requests that the ORR strikes out this ground of appeal.

In the event that the ORR chooses not to strike out this ground of appeal HPUK would make the following comments:

- (a) Paragraph 1.21 of the Guidance has to be read in context and with regard to other provisions of the Guidance. Of particular importance in this context is paragraph 2.7 which states that *"we expect each facility owner to determine its access criteria based purely on the legitimate commercial interest of that facility"*. FDRC's commercial interest is (and indeed it is also a requirement of the various planning consents that are in place at PoF) to maximise the use of the available capacity at the rail terminals and to ensure that it is utilised in a way which most effectively meets the needs of the shipping line customers of PoF and results in the largest number of containers moving by rail. Therefore in order to realise this commercial interest one factor that FDRC clearly needs to take into account in allocating available capacity is the potential business plan that a FOC wishing to operate at PoF proposes to implement.
- (b) The requirement for a business plan does not prevent a FOC proposing a business plan that initially only anticipates limited volumes whilst it develops its business and wins new customers.
- (c) We have attached as Appendix Two to this letter the current version of PoF's template rail contract which incorporates the Capacity Allocation Principles which were used for the tender of capacity for the 27th train. As can be seen from the principles, the requirement to produce a business plan is only one of 15 criteria that FRDC will consider when allocating capacity.
- (d) HPUK notes that DBS did not raise any objections to the Capacity Allocation Principles that were used for the tender of capacity for the 27th train either during or after the tender (including at the detailed debrief session held on 6 April 2009). It is therefore surprised that over a year after that tender was concluded DBS is now suggesting that the criteria adopted did not comply with the Guidance.
- (e) HPUK notes that DBS did in fact put forward a business case with its tender for the 27th train. It also notes from DBS's letter to the ORR dated 19 April 2010 that it does in fact have a customer for its proposed additional train path which is the subject of this appeal - a fact DBS chose not to share with HPUK at any time prior to this appeal. Given these facts it is unclear to HPUK why DBS feels that it is being treated unfairly when it has been asked to provide a business case when tendering for capacity at PoF.

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- **Paragraph 2.7**

HPUK submits that the facts again show quite clearly that the reason why DBS has yet to receive copies of the PoF capacity studies is entirely due to its own actions. FDRC's letter of 29 September 2009 to DBS (Appendix 6 to the Appeal Document) proposed a meeting and stated:

"we would also like to take the opportunity to brief you on certain studies that we are undertaking that will consider, in more detail, some of the issues raised in your study. These studies include, in particular, our own recently concluded review of capacity in respect of the South Rail Terminal and our planned review of capacity in respect of the North Rail Terminal. These studies seek to specifically identify opportunities to maximise efficient use of our facility on a multi-operator basis both to enhance service provision to our customers and to improve our competitiveness both with other container ports and other transport modes."

It is quite clear from this that FDRC's offer was to share the findings of these studies during the meeting and not to provide DBS with copies before it took place. The facts then show that because DBS decided to leave that meeting abruptly FDRC was unable to present to DBS the findings of its own recently completed capacity studies and proposals for addressing some of the issues identified. Following the abortive meeting with DBS FDRC wrote to Mr Boner, the managing director of DBS Networks, to express its regret and to reiterate its willingness to work with DBS and *"to share our findings in order that you can understand the future capacity opportunities as they emerge from the work that is underway"* (see Appendix 7 to the Appeal Document). As stated above DBS has never responded to this offer.

- **Paragraph 2.8**

HPUK does not agree with DBS's view that the entire UK port industry should be required by the ORR to enter into the template access agreement that DBS has proposed. Firstly, this proposal fails to recognise that the approximately 80 UK commercial ports have different characteristics and provide different services to their customers which need to be addressed in any contract. For example, PoF is primarily a port that handles containers transported on deep sea vessels while the Port of Immingham is one of the UK's largest Ro Ro ports although it is bulk cargo such as coal that is moved by rail there. Secondly, DBS's proposal would have the effect of chilling competition by removing one of the ways in which ports can freely compete with each other i.e. by offering different contractual terms to attract customers.

HPUK has commented in previous correspondence that DBS had no comments on FDRC's template rail contract when it participated in the bidding process for the 27th train and therefore would have entered into it had it been successful. DBS has not denied this during the current appeal process. Given that both parties would therefore be prepared to enter into FDRC's template rail contract HPUK suggests that any terms and conditions for the services operated by DBS (or any other FOC)

at PoF should be based on FDRC's template agreement attached as Appendix Two.

3. Charging Arrangements

- **Paragraph 3.2**

HPUK does not accept DBS's allegation that the charging arrangements in place at PoF have not been applied on a "fair, transparent or consistent basis". HPUK has already set out in its letter to the ORR of 3 June why it considers its approach to charging at PoF complies with the Regulations. HPUK further notes that DBS has still been unable to provide evidence or explain why it considers the charges it pays at PoF "might" be excessive. In this respect HPUK again submits that DBS has failed to comply with the ORR's Guidance at paragraph 4.10 which requires applicants to "provide, at a minimum... the reason why the applicant does not consider the fee proposed or charged complies with the applicable framework, the rules, or the principles set out in the Regulations".

- **Paragraph 3.4**

HPUK submits that this paragraph of DBS's letter is irrelevant given the ORR's view (expressed in both the Guidance and its letter to the parties dated 25 May) that Regulation 7 is not applicable to this appeal.

- **Paragraphs 3.6 and 3.7**

HPUK notes that DBS is concerned that the HPUK individually negotiates its charges with its customers. HPUK believes however that the practice of individually negotiating charges with customers on a non-discriminatory basis (as described in section 4 of FDRC's 3 June letter) is entirely consistent with the requirements of the Regulations and this is evidenced by the fact that that is the approach that is adopted by the vast majority of service providers. In support of this we have attached as Appendix Three to this letter Network Rail's Statement of Connected Facilities Details.

- **Paragraph 3.8**

As HPUK stated at the ORR hearing held on 13 May (please see item 29 of the minutes of the meeting), it is not correct as DBS implies that FDRC publishes a tariff of all its charges relating to its shipping services. Whilst some of PoF's general rates and charges are published the charges specific to each customer, in particular the charges negotiated for handling containers which form the bulk of those shipping related charges, are not published as they are highly confidential and competitively sensitive.

4. Proposed ORR Directions

HPUK would like to make the following comments on the directions that DBS is asking the ORR to make:

- **Paragraph 4.1**

HPUK welcomes DBS's acknowledgement for the first time that there may in fact not be sufficient capacity to accommodate an additional service at PoF. In the event that the ORR does make a finding that there is sufficient capacity to accommodate another service HPUK submits that an open tender conducted in accordance with HPUK's established capacity allocation principles would be the fairest way of allocating any additional capacity and in accordance with the Regulations. For the reasons outlined above HPUK proposes that any subsequent contractual negotiations with a winning tenderer should be based on FDRC's template rail contract.

HPUK's completely rejects DBS's suggestion that in the event that the ORR determines that there is no capacity for an additional service at PoF, FDRC should be directed to enter into DBS's proposed agreement for its two existing services. With the exception of the charges that are currently being applied the contractual basis on which DBS's two existing services operate at PoF are not the subject of this appeal. It would therefore be clearly beyond the scope of this appeal and as such the jurisdiction of the ORR to issue such a direction. Furthermore HPUK submits that it would also be completely inequitable and disproportionate for FDRC to be locked into a five year contract with a customer that has continually failed to deliver expected performance levels in such a manner.

- **Paragraph 4.2**

It is unclear to HPUK what it is that DBS is requesting the ORR to direct in this paragraph. Indeed, as stated above, DBS's own Appeal Document confirms that it considers capacity allocated at PoF up to and including the 27th train has been conducted in a transparent manner. HPUK believes that the manner in which all capacity has historically been allocated at PoF has been fair and transparent and, since their introduction, in accordance with the Regulations and the Guidance. Subject to the right provided for in the Guidance to have regard to its own commercial interests (e.g. if there are circumstances which dictate that a tender process is of no practical benefit) HPUK believes that the fairest way of allocating future capacity would usually be via an open competitive tender.

- **Paragraph 4.3**

HPUK has explained in its letter of 3 June why it believes the charging arrangements

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at PoF are being applied on a fair, transparent and consistent basis and in accordance with the requirements imposed on service providers (as opposed to infrastructure managers) under the Regulations.

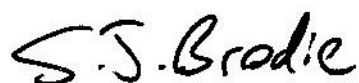
With respect to the request by DBS that FDRC be required to publish a tariff of charges HPUK believes this is unnecessary given the transparent charging arrangements it already has in place and indeed understands that published tariffs have not been developed by the majority of service providers. For example in the light maintenance depot section of Network Rail's Statement of Connected Facilities Details attached at Appendix 3 DBS itself states that "*its charges depend on multiple variables and are subject to commercial confidentiality*". As a result as far as HPUK is aware DBS does not publish a tariff of charges for the services it provides at light maintenance depots. Indeed HPUK understands that DBS suggested to the ORR in the 2006 EWS/Enron competition act case (see paragraph B194 of the ORR's decision) that published tariffs would undermine competition.

5. Visit to Port of Felixstowe

HPUK has already written to you separately regarding the proposed site visit and in particular who it believes should attend such a site visit.

Please let me know if I can be of any further assistance.

Yours sincerely



STEPHEN BRODIE
Project Manager – Port Development

Att.

Appendix 1 – Letter from Maersk Line to FDRC dated 12 May 2009
Appendix 2 – FDRC template rail contract (incorporating Capacity Allocation Principles)
Appendix 3 – Network Rail's Statement of Connected Facilities Details.

Appendix 1



MAERSK LINE

Richard Spalding
Senior Commercial Manager
Port of Felixstowe
Tomline House
Felixstowe, Suffolk
IP11 3SY

May 12, 2009


Dear Richard;

With the upcoming transition of our AE1 product from Southampton to Felixstowe and the additional volumes that this weekly call will bring it will be necessary for us to have access to additional rail capacity. In this regard we are in discussions with Freightliner about the introduction of a new daily service to BIFT in Tamworth.

We would appreciate your support with developing this additional product which will attract new rail volumes to the Port of Felixstowe.

If you require any further information please let me know.

Yours sincerely;



Mark Cornwell
Operations Manager, UK & Ireland
Maersk Line

Appendix 2

DATED

2008

(1) THE FELIXSTOWE DOCK AND RAILWAY COMPANY

and

(2) [NAME OF FOC]

AGREEMENT

relating to

Rail Operations at the Port of Felixstowe

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BETWEEN

- (1) **THE FELIXSTOWE DOCK AND RAILWAY COMPANY**, a statutory company whose principal place of business is Tomline House, The Dock, Felixstowe, Suffolk IP11 3SY ("**FDRC**");
- (2) [**NAME OF FOC**], (Company Registration Number ●) whose registered office is at ● (**the "Train Operator"**).

BACKGROUND

- A FDRC is the owner and operator of the Port of Felixstowe including the Rail Terminals.
- B The Train Operator provides an intermodal service to shipping lines and/or their agents and third parties and wishes to utilise the Rail Terminals for such purpose.
- C FDRC has identified capacity at the Rail Terminals for a XXth Train and has invited business cases from freight operators in respect of that terminal access.
- D FDRC has prepared Selection Criteria to evaluate competing proposals for access at the Rail Terminals in order to protect FDRC's legitimate commercial interests as owner and operator of the Port. The Selection Criteria are set out in Schedule 3.
- E Having evaluated the Train Operator's proposals for the XXth Train on the basis of the Selection Criteria, FDRC has agreed to award the XXth Train to the Train Operator subject to the terms of this Agreement and FDRC has communicated that decision to Network Rail for the purposes of coordinating the grant of appropriate access rights on the Network in respect of the XXth Train.
- F The parties have agreed to work together to plan the efficient operation and utilisation of the Train Services and the Rail Terminals and develop rail initiatives for both intermodal and non intermodal transport with the aim of increasing the modal share of rail. Both parties recognise that the quality of service provided to customers is critical to the success of rail services to/from the Port of Felixstowe.
- G In order to protect FDRC's continuing commercial interests, the grant of the XXth Train to the Train Operator will be subject to review in accordance with the terms of this Agreement. Without limitation, in order to protect the geographic spread of destinations served by rail freight services from the Rail Terminals, any proposal by the Train Operator to change the

destination of the Rail Service utilising the XXth Train (or, where the Train Operator has multiple services each day to/from such destination, any proposal to change the number of services to/from such destination) will be subject to the approval of FDRC.

1. Definitions

1.1 In this Agreement, the following words shall have the following meanings:

"XXth Train" means the XXth train per day at the Rail Terminals (Monday to Saturday);

"Agreed Window" means [*insert beginning and end of the slot at the terminal*];

"Applicable System" means any system other than Railway Code Systems which the parties may agree to use for the safe planning and operation of trains over the Rail Terminals;

"Charges" means the charges payable by the Train Operator in accordance with Clause 7;

"Community System" means the computer system used by FDRC, shipping lines, agents, forwarders, hauliers, freight operating companies and others for customs clearance and inventory control of imports and exports, and any electronic data system that may succeed it. For the purpose of this Agreement, Community System also includes any additional electronic systems or interactive services provided by or on behalf of FDRC for use by the Train Operator;

"Container" means a Domestic Container, Maritime Container or Non-Standard Container;

"Domestic Container" means an ISO unit which can be handled by means of an automatic container spreader and which is delivered to or from the Rail Terminal by non FDRC transport;

"Effective Date" has the meaning given to it in Clause 2.1;

"Maritime Container" means an ISO unit which can be handled by means of an automatic container spreader and which is delivered to or from the Rail Terminal by FDRC transport. These containers can either be 'Export', where they are arriving at the Port by rail or 'Import' where they are departing the Port by rail;

"Network" means the railway network owned and operated by Network Rail;

"Network Rail" means Network Rail Infrastructure Limited or any successor;

"Non-Standard Container" means any unit accepted by the Train Operator for transport by rail which cannot be handled by means of an automatic container spreader but which FDRC is reasonably able to handle by alternative means;

"Operating Constraints" means the working timetable in respect of the Rail Terminals prepared by FDRC from time to time, and such other operating constraints as FDRC may notify to the Train Operator from time to time;

"Port" means the Port of Felixstowe as defined in The Felixstowe Dock and Railway Acts 1879 - 1988;

"Port Tariff" means FDRC's tariff from time to time in force available at www.portoffelixstowe.co.uk;

"Rail Service" means the intermodal rail service operated by the Train Operator to or from the Port in respect of the XXth Train. The intermodal train as it enters (arrives) at the Port constitutes one service. The intermodal train as it leaves (departs) the Port also constitutes one service. Accordingly, the incoming and outgoing services represent two separate Rail Services;

"Rail Terminals" means the north and south rail terminals at the Port owned and operated by FDRC for the transfer of Containers to or from Rail Wagons, and **"Rail Terminal"** shall mean either of them;

"Railway Code Systems" means necessary systems within the meaning of the Systems Code;

"Rail Wagon" means a flatbed type wagon conforming to standards for the carriage of ISO units and fitted with container securing devices;

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

"Selection Criteria" means the selection criteria set out in Schedule 3, as such criteria may be amended by FDRC from time to time in such manner as FDRC may consider appropriate to protect and further its legitimate commercial interests;

"**Services**" means such of those services listed in Schedule 1 as the Train Operator may request FDRC to provide from time to time;

"**Specified Equipment**" means the railway vehicles which the Train Operator is entitled to use in the provision of its services under its track access agreement with Network Rail as the same may be updated or replaced from time to time;

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

"**Utilisation**" has the meaning given to that term in Clause 10.

1.2 Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

1.3 Clause headings are for ease of reference and do not form part of or affect the interpretation of this Agreement.

1.4 References to each party herein include references to its successors in title and permitted assignees and novatees.

1.5 Any phrase introduced by the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

1.6 Any reference to "person" includes any natural person, company, body corporate or unincorporate, or other judicial person, partnership, firm, joint venture or trust.

1.7 References to any statute or statutory provision shall be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced except to the extent that any amendment, consolidation, modification, extension, re-enactment or replacement after the date the parties entered into a relationship would extend or increase FDRC's liability.

2. Application of this Agreement

2.1 This Agreement will commence on [*date*] (the "**Effective Date**") and will expire on [*date*], subject to earlier termination in accordance with the terms of this Agreement.

- 2.2 Save as otherwise specifically provided, this Agreement shall apply:
- 2.2.1 to all Services performed by FDRC whether directly or indirectly and whether within the area of the Port or elsewhere; and
 - 2.2.2 to all or any physical access by any person, rolling stock or vehicle to or from the Port; and
 - 2.2.3 to all other relationships, whether contractual or otherwise and whether created with or without the agreement of FDRC.
- 2.3 Subject to Clause 2.5, no terms or conditions whether express or implied which are at variance with this Agreement shall apply. Subject to Clause 2.4, this Agreement shall constitute the entire agreement between FDRC and the Train Operator and supersede any previous agreement or arrangement between them relating to the subject matter hereof and it is expressly declared that no variation to this Agreement shall be effective unless made in writing and signed by the duly authorised representatives of both parties
- 2.4 This Agreement is in addition to and not in substitution of the rights and powers of FDRC conferred by The Felixstowe Dock and Railway Acts 1879 - 1988. Furthermore the Train Operator, its employees, agents, contractors, goods and equipment are subject to FDRC's general bye-laws (made pursuant to its powers under The Felixstowe Dock and Railway Acts 1879-1988) for the time being in force. In the event of any conflict between this Agreement and FDRC's byelaws then the latter shall prevail to the extent of such conflict.
- 2.5 FDRC's general trading terms and conditions from time to time in force shall apply to this Agreement as if incorporated herein. The general trading terms and conditions are available from FDRC's website at www.portoffelixstowe.co.uk. In the event of any conflict between the general trading terms and conditions and the provisions of this Agreement then latter shall prevail to the extent of the conflict.

3. Standard of Performance

3.1 General standard

Without prejudice to all other obligations of the parties under this Agreement, each party shall, in its dealings with the other for the purpose of, and in the course of

performance of its obligations under this Agreement, act in a timely manner with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced:

3.1.1 owner and operator of a port rail terminal (in the case of FDRC); and

3.1.2 train operator (in the case of the Train Operator).

3.2 *Good faith*

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

4. Permission to Use

4.1 *Permission to use the Rail Terminals*

FDRC grants the Train Operator permission to use the Rail Terminals in respect of the XXth Train.

4.2 *Meaning*

References in this Agreement to permission to use the Rail Terminals shall, except where the context otherwise requires, be construed to mean permission:

4.2.1 to use the track comprised in the Rail Terminals for the carriage of goods by railway exclusively using the Specified Equipment in respect of the XXth Train;

4.2.2 to make ancillary movements within the Rail Terminal, including movements associated with the loading and unloading of Containers from the Train Operator's vehicles;

4.2.3 for the Train Operator and its associates to enter upon the Rail Terminals with or without vehicles for purposes associated with the exercise of its rights under this Agreement; and

4.2.4 for the Train Operator and its associates to bring things onto the Rail Terminals and keep them there,

and such permission is subject, in each case and in all respects to the Operating Constraints.

4.3 *Permission under Clauses 4.2.3 and 4.2.4*

In relation to the permissions specified in Clauses 4.2.3 and 4.2.4:

4.3.1 the Train Operator shall, and shall procure that its associates shall, wherever reasonably practicable, first obtain the consent of FDRC, which consent shall not be unreasonably withheld or delayed;

4.3.2 the Train Operator shall remove any vehicle or other thing so brought onto any part of the Rail Terminals when reasonably directed to do so by FDRC; and

4.3.3 whilst exercising any rights conferred by Clauses 4.2.3 and 4.2.4, the Train Operator shall, and shall procure that its associates shall, comply with such reasonable restrictions or instructions as FDRC shall specify.

5. Operation and maintenance of Specified Equipment and Rail Terminals

5.1 General

Without prejudice to the other provisions of this Agreement:

5.1.1 the Train Operator shall maintain and operate the Specified Equipment used on the Rail Terminals in accordance with Clause 3.1 with a view to permitting the provision of the Services by FDRC at the Rail Terminals in accordance with the permission to use under this Agreement; and

5.1.2 FDRC shall maintain and operate the Rail Terminals in accordance with Clause 3.1 with a view to providing the Services in respect of the Rail Services using the Specified Equipment in accordance with the permission to use under this Agreement.

5.2 *Trespass, vandalism and animals*

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

(a) trespass; and

(b) vandalism,

in each case as may affect either the provision of the Services or those parts of the Rail Terminals on which the Services are provided.

5.3 *Safety*

In relation to Safety Obligations:

5.3.1 the Train Operator shall comply with any reasonable request by FDRC in relation to any aspect of the Train Operator's operations which affects or is likely to affect the performance of FDRC's Safety Obligations; and

5.3.2 FDRC shall comply with any reasonable request by the Train Operator in relation to any aspect of FDRC's operations which affects or is likely to affect the performance of the Train Operator's Safety Obligations.

5.4 *Movements of Specified Equipment onto and off the Rail Terminals*

5.4.1 *Suitable access*

In order that Specified Equipment under the control of the Train Operator is promptly:

(a) accepted onto the Network by Network Rail from the Rail Terminals; and/or

(b) presented onto the Rail Terminals from the Network,

the Train Operator shall ensure that suitable access has been granted to it by Network Rail.

5.4.2 Prompt presentation onto the Rail Terminals

Where Specified Equipment under the control of the Train Operator will move onto and off the Rail Terminals, the parties shall ensure that they will facilitate (to the extent they are able) the prompt presentation of such Specified Equipment onto and off the Rail Terminals.

5.5 Use of Railway Code Systems

5.5.1 General

The parties shall:

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

5.5.2 Notification of movement onto and off the Rail Terminals

The Train Operator shall notify FDRC of any movement onto the Rail Terminals and off the Rail Terminals of any Specified Equipment under the control of the Train Operator by promptly making a full and accurate train release or acceptance entry to the appropriate Railway Code Systems or Applicable System.

6. Provision of the Services

- 6.1 Without prejudice to Clause 8.2, the Train Operator shall provide reasonable notice to FDRC of its requirements for the Services from time to time and FDRC shall use reasonable endeavours to comply with any such request in respect of the Services.
- 6.2 To the extent that FDRC is unable to comply with any request by the Train Operator for the provision of the Services, by reason of limited capacity at the Rail Terminals or otherwise, FDRC shall notify the Train Operator as soon as reasonably practicable and FDRC and the Train Operator shall consult as to how it may be reasonably practicable to satisfy the requirements of the Train Operator.

6.3 FDRC reserves the right to appoint sub-contractors to perform all or any part of the Services.

7. Payment for the Services

7.1 FDRC shall invoice the Train Operator on a weekly basis for the Services and for all other costs to be paid by the Train Operator in accordance with the payment provisions set out in Schedule 2, and such invoice shall be broken down to identify such Charges to the level of detail as may be reasonably determined by FDRC. Unless otherwise agreed in writing, the Train Operator shall pay the invoice in full within 28 days of the invoice date.

8. Train Operator Obligations

8.1 The Train Operator will provide timetables giving details of planned arrivals and departures of Rail Services at/from the Port, and changes thereto will be subject to prior consultation and agreement by FDRC. The Train Operator will use all reasonable endeavours to give FDRC at least 4 weeks' written notice of any proposed timetable changes in order to allow FDRC sufficient time to carry out its consultation.

8.2 The Train Operator undertakes to provide accurate train consist data and loading lists and other relevant documentation via the Community System or as otherwise agreed by the parties within the following time limits:

8.2.1 in respect of export Containers, as soon as practically possible after departure of the train from its origin and in any event at least [●] hours before the train's scheduled arrival time at the Port; and

8.2.2 in respect of import Containers, the cut-off time agreed by the parties.

8.3 The Train Operator shall not carry out any Rail Wagon shunt activities without the prior written agreement of FDRC.

8.4 The Train Operator shall ensure that trains arrive at the beginning of the Agreed Window and that Rail Wagons are presented in a safe condition and ready to be worked within 30 minutes of the start of the Agreed Window.

8.5 The Train Operator shall be responsible for inspecting each train before it departs from the Port and to confirm that it is happy for the train to depart from the Port.

8.6 The Train Operator shall keep FDRC informed of all meetings with Network Rail concerning the XXth Train.

8.7 The Train Operator shall keep FDRC updated of any delays to the Rail Service, howsoever caused.

9. Joint Undertakings

9.1 The parties agree to work together (within reasonable commercial constraints) to increase the utilisation of the resources of both FDRC and the Train Operator and increase the modal share of rail.

9.2 The parties agree to assist each other in obtaining grants for rail services from whatever source.

9.3 The parties agree to jointly lobby appropriate Government and other bodies to improve rail links to the Port and the Rail Terminals.

10. Review Meetings

10.1 The parties shall meet quarterly to formally review the operation of this Agreement and performance over the preceding quarter. The agenda will include but not be limited to the following matters:

- Utilisation of the Rail Services;
- Punctuality of Rail Services arriving at and departing from the Rail Terminals;
- Reliability of the Rail Services (i.e. occasions when Rail Services in respect of the XXth Train have not operated);
- Current and projected rail throughput volumes;
- Train timetable and proposed changes thereto;
- Manning levels and activities;
- Equipment;
- “Cut-off” times for loading and safety procedures; and

- Service level targets.

This meeting and resulting actions will be minuted by FDRC.

- 10.2 To the extent that the average Utilisation of the Rail Services over the preceding quarter is less than [**• - Train Operator to propose**]%, within 3 weeks of the review meeting, the Train Operator shall prepare and submit to FDRC a remedial plan with actions to increase the Utilisation of the Rail Services and within 2 weeks thereafter, FDRC and the Train Operator shall meet to discuss such remedial plan.
- 10.3 To the extent that the average Utilisation of the Rail Services over the preceding quarter is less than [**• - Train Operator to propose**]% (the "**Minimum Utilisation Threshold**"), save to the extent that the Train Operator is able to demonstrate to the reasonable satisfaction of FDRC that Utilisation poorer than the Minimum Utilisation Threshold is the result of factors beyond the reasonable control of the Train Operator, FDRC shall be entitled to terminate this Agreement by service of 3 months' notice in writing to the Train Operator.
- 10.4 For the purposes of this Clause 10, "**Utilisation**" shall be calculated as follows:
- 10.4.1 The percentage Utilisation of a Rail Service shall be the number of TEU represented by the Containers on that Rail Service that have been loaded / are to be offloaded at the Rail Terminals, divided by [the maximum number of TEU possible which is dependent on the slot of the XXth Train] and multiplied by 100;
- 10.4.2 Where the Rail Service in respect of the XXth Train serves the same origin / destination as other rail services operated by the Train Operator to / from the Port, the Utilisation shall be calculated as an average across all such rail services serving that origin / destination.
- 10.5 In addition to monitoring Utilisation, the parties shall monitor the following service level targets:
- 10.5.1 Rail Service arrival at the Rail Terminal: Right time > 95%
- 10.5.2 Rail Service departure from the Rail Terminal: Right time > 95%
- 10.5.3 Such other service level targets as the parties may agree commensurate with the objectives of the Rail Service.

10.6 Notwithstanding the quarterly formal review of this Agreement, both parties agree to meet as required to resolve any operational issues.

11. Change in origin / destination of the Rail Services

11.1 In accordance with Recital D of this Agreement, the Train Operator acknowledges that FDRC has a legitimate commercial interest in the geographic spread of destinations served by rail freight services to/from the Rail Terminals (and the frequency of service to/from such destinations), in order to ensure that shipping lines that may wish to use the Port of Felixstowe have available an attractive rail freight service as compared to other ports.

11.2 The Train Operator shall not without the prior consent of FDRC, such consent not to be unreasonably withheld or delayed:

11.2.1 alter the origin / destination of the Rail Service in respect of the XXth Train;
or

11.2.2 where the Rail Service in respect of the XXth Train serves the same origin / destination as other rail services operated by the Train Operator to / from the Port, alter the number of rail services operated by the Train Operator between the Port and such origin / destination.

11.3 In considering whether to grant consent under Clause 11.2, FDRC shall have regard to the commercial objective detailed in Clause 11.1 as well as any other commercial interests that it may have as operator of the Port and the Rail Terminals at the relevant time.

12. Termination

12.1 FDRC reserves the right to suspend the Train Operator's rights of access to the Rail Terminals and the provision of any Services, without any liability to the Train Operator, in the event of any breach of this Agreement by the Train Operator.

12.2 A party ("**Initiating Party**") may terminate this Agreement with immediate effect by written notice to the other party ("**Breaching Party**") on or at any time after the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the Breaching Party:

- 12.2.1 the Breaching Party being in material breach of an obligation under this Agreement and, if the breach is capable of remedy, failing to remedy the breach within 30 days of receipt of written notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach and stating that a failure to remedy the breach may give rise to termination;
- 12.2.2 the Breaching Party ceases to trade (either in whole, or as to any part or division involved in the performance of this Agreement), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or anything analogous happens in any jurisdiction.
- 12.3 FDRC may terminate this Agreement with immediate effect by written notice to the Train Operator if there is a change of control of the Train Operator without the prior approval of FDRC (such approval not to be unreasonably withheld or delayed), where "**control**" has the meaning given by section 416 or section 840 of the Income and Corporation Taxes Act 1988.

13. Consequences of Termination

- 13.1 Upon termination or expiry of this Agreement, all obligations and liabilities of both parties under this Agreement shall cease and expire except for:
- 13.1.1 Clauses 2, 13, 14, 15, 16, 17 and 18; and
- 13.1.2 any obligations arising as a result of any antecedent breaches of this Agreement or any accrued rights which are notified to the other party within 12 months of the date of expiry or termination.
- 13.2 To the extent that FDRC may request, the Train Operator shall co-operate with FDRC in an application under Part J of the Network Code to transfer the track access rights in respect of the Rail Services to such other person as FDRC may select to operate (or procure the operation of) the XXth Train.

13.3 FDRC may make a request under Clause 13.2 at any time from the date of notice of termination of this Agreement until 3 months after the date of termination of this Agreement.

14. Notices

14.1 Any notice given under or in relation to this Agreement shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post or by fax, to the address and for the attention of the relevant party set out in Clause 14.2 or to such other address as that party may have stipulated in accordance with this clause.

14.2 The addresses and fax numbers of the parties for the purposes of this clause are:

FDRC

Address: Tomline House, The Dock, Felixstowe, Suffolk, IP11 3SY

For the attention of: The Chief Operating Officer

Fax number: [●]

[The Train Operator]

Address: [●]

For the attention of: [●]

Fax number: [●]

15. Confidentiality

15.1 In this Clause 15, "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether before or after the date of this Agreement.

15.2 During the term of this Agreement and after termination or expiry of this Agreement for any reason the Receiving Party:

15.2.1 shall not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;

15.2.2 shall not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Clauses 15.3 and 15.4;

15.2.3 shall make every effort to prevent the use or disclosure of Confidential Information.

15.3 During the term of this Agreement the Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, sub-contractors and customers ("**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement.

15.4 Before disclosure of Confidential Information to a Recipient, the Receiving Party shall ensure that such Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.

15.5 Clauses 15.2 to 15.4 do not apply to Confidential Information which:

15.5.1 is at the date of this Agreement or becomes at any time after that date publicly known other than by the Receiving Party's or Recipient's breach of this Agreement;

15.5.2 can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party;

15.5.3 is or becomes available to the Receiving Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure;

15.5.4 is required to be disclosed by law.

16. Dispute Resolution

16.1 If any dispute arises between the parties under or in connection with this Agreement and it cannot be resolved by good faith negotiations between the parties' immediate contract representatives, it shall be escalated to senior management level within 10 working days of a written request from either of the parties.

16.2 If the dispute is not resolved within 10 working days from the date of escalation to senior management level, then the matter may be referred to court proceedings in accordance with Clause 17.

17. Governing law and jurisdiction

17.1 The construction, validity and performance of this Agreement shall be governed by English law.

17.2 Subject to Clause 16, all claims or disputes arising out of or related to this Agreement shall be submitted to the jurisdiction of the English courts, provided that FDRC shall have the right, as claimant, to initiate proceedings against the Train Operator either (a) in the jurisdiction of the courts of the country of the principal domicile of the Train Operator or (b) in the jurisdiction of the Courts of the country in which any asset (including a bank account) of the Train Operator is or might at the instigation of FDRC be detained or frozen.

18. General

18.1 The Train Operator may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, this Agreement without the prior written consent of FDRC (which consent shall not be unreasonably withheld or delayed).

18.2 The failure of FDRC to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect FDRC's right later to enforce or to exercise it.

18.3 If any provision of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

18.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any of the provisions of this Agreement.

SCHEDULE 1

The Services

1 Container Handling

FDRC will provide and operate intermodal transfer equipment and facilities to the levels required to handle the number of Containers in respect of Rail Services utilising the XXth Train.

FDRC will operate intermodal facilities and internal Maritime Container transfers between the Rail Terminals and Container storage areas and vice versa within the Port of Felixstowe in accordance with the train consist data and loading lists provided by the Train Operator.

FDRC will provide lifting services to/from Rail Wagons for Domestic Containers delivered to or collected from the Rail Terminals by non FDRC transport and for Maritime Containers being carried by road haulage by mutual consent of the parties.

2 Hours of operation

Normal hours of work shall be 0700 hours Monday – 1900 hours Saturday

Work outside these hours will incur overtime charges in accordance with the rates set out in Schedule 2 (in addition to the Container handling charges).

3 Rail Wagon shunting

FDRC will provide shunting resources at the south Rail Terminal for the reception and despatch of Rail Services. The Train Operator shall be responsible for providing all shunting resources that may be required in respect of the Rail Services at the north Rail Terminal, whether in respect of the reception and despatch of Rail Services or otherwise. Prior to carrying out any such shunting, the Train Operator shall be obliged to obtain the prior consent of FDRC.

SCHEDULE 2

Charges for the Services

The rates and charges within this Schedule are valid from [1 September 2008 until 31 March 2009].

1 Container Handling

The following Container handling rates provide for a dynamic intermodal service providing one lift from Rail Wagon to FDRC intermodal vehicle/road haulage vehicle or vice versa and in the case of Maritime Containers, transfer to/from Container storage areas within the Port.

- Maritime Containers: [£●]
- Domestic Containers: [£●]
- Non-Standard Container Surcharge [£●]

Provided however that the minimum charge per Rail Service shall be [£●].

For the avoidance of doubt, the intermodal train as it enters (arrives) at the Port constitutes one Rail Service. The intermodal train as it leaves (departs) the Port also constitutes one Rail Service. Accordingly, the incoming and outgoing services represent two separate Rail Services.

NOTE: The minimum charge per Rail Service should be proposed by applicants for the XXth Train, taking into account FDRC's objectives of achieving maximum utilisation of Rail Services (with utilisation being calculated on the basis of 100% being the maximum number of TEU possible which is dependent on the slot of the XXth Train).

Applicants may wish to propose a different minimum charge per Rail Service for (a) trains arriving at the Port and (b) trains departing from the Port.

2 Rail shunting

Shunting of Rail Wagons by FDRC for the reception and despatch of Rail Services at the south Rail Terminal - £● per shunt.

3 Charge in respect of unused access

To the extent that the Train Operator does not operate a Rail Service in respect of the XXth Train on any day (Monday - Saturday, but excluding public holidays) then, save to the extent that such non-operation of a Rail Service is by reason of the act or omission of FDRC, the charge in respect of such unused access shall be [£●].

4 Overtime rates

Work outside the normal hours of operation shall be charged at the following overtime rates:

[•]

5 Surcharges for Non-Standard Containers

The following surcharges shall be applied for handling Non-Standard Containers:

[•]

6 Other Charges

All other charges shall be as set out in the Port Tariff.

7 Review of Charges

The Charges shall be increased on an annual basis on each anniversary of the Effective Date by an amount equivalent to the increase in the RPI for the twelve (12) month period preceding such anniversary of the Effective Date. RPI means the index titled “Retail Price Index (all items)” prepared and published by the Office of National Statistics or, if such index ceases to be prepared, the index which replaces it or most closely approximates it.

SCHEDULE 3

Selection Criteria

The following criteria (in no particular order) will be applied by FDRC when considering competing applications for access to the limited available capacity at the Rail Terminals:

- 1 The destination / origin for the Rail Service proposed by the train operator and how that contributes to the geographic spread of destinations served by rail freight services to/from the Rail Terminals (and the frequency of service to/from such destinations), in order to ensure that shipping lines that may wish to use the Port of Felixstowe have available an attractive rail freight service as compared to other ports.
- 2 The minimum Charge per Rail Service proposed by the train operator for the purposes of paragraph 1 of Schedule 2.
- 3 The Minimum Utilisation Threshold proposed by the train operator for the purposes of Clause 10.3.
- 4 The threshold for Utilisation proposed by the train operator at which the train operator may be required to prepare a remedial plan for the purposes of Clause 10.2.
- 5 The Utilisation of the Rail Services which the train operator is able to demonstrate to the reasonable satisfaction of FDRC it would be able to achieve.
- 6 The train operator's contracts with shipping lines, agents or other customers for the carriage of Containers to and from the Port and the duration of such contracts.
- 7 The train operator's business plans for the growth of Container volumes utilising the Rail Services.
- 8 The extent to which the train operator's proposals will result in modal shift to rail.
- 9 Compliance by the train operator with all legal, licensing, safety and regulatory requirements
- 10 The status of the train operators' arrangements with Network Rail for track access rights for the proposed Rail Service.
- 11 The train operator's record of reliability and punctuality in the operation of its rail freight services.
- 12 The extent to which the train operator is able to demonstrate to the reasonable satisfaction of FDRC that its operational contingency plans provide for the integrity of its services in the event of disruption.

- 13 The train operator's emergency response and control details demonstrate the train operator's ability to properly manage potential emergency situations.
- 14 The nature and quality of the rolling stock that the train operator proposes to use for the Rail Services and any operational issues or costs that such rolling stock would cause for FDRC.
- 15 The provision of data to FDRC to substantiate claims made by the train operator in its application to FDRC for access rights to the Rail Terminals.

Appendix 3



Network Statement

Connected Facilities Details

The following tables set out information for the purposes of Regulation 11(4) of The Railways Infrastructure (Access and Management) Regulations 2005 (as amended). This is intended to assist understanding as regards the location of ports, terminals and services facilities to which Regulations 6 and 7 may apply and to provide details as to where further information may be obtained together with, where applicable, details of charges for the supply of services listed in Schedule 2 to the regulations which are provided by only one supplier.

Information is required to be produced by the relevant service provider, and Network Rail has included such information. We would welcome further input from service providers to ensure that the tables are accurately and fully completed.

While it is intended that the information shall relate to those matters which are within the scope of the Regulations, we are not in a position to afford a definitive interpretation of that scope. Inclusion of facilities in these Details should not be taken as conclusive confirmation that they fall within scope. Reference should also be made to the Department for Transport's guidance at <http://www.dft.gov.uk>

Ports

Location(s)	Description of facilities	Service provider's name and contact details	Charging details	Comments
<ul style="list-style-type: none"> • Ayr; • Barrow; • Barry; • Cardiff; • Garston; • Goole; • Grimsby; • Hull; 	Rail connected ports	<p>Name: Associated British Ports Contact person: Port managers – as shown at; http://www.abports.co.uk/ Head office address: 150 Holborn, London, EC1N 2LR Correspondence address, if different: Telephone number: 020 7430 6806 Mobile 07808 254345</p>	All charges are negotiated on an individual basis with customers at each location. Please contact for further details.	

<ul style="list-style-type: none"> • Immingham; • Ipswich; • Kings Lynn; • Lowestoft; • Newport; • Port Talbot; • Southampton; • Swansea 		Fax number: 020 7405 6118 Email: cgeldard@abports.co.uk Website: www.abports.co.uk		
<ul style="list-style-type: none"> • Avonmouth Dock; • Portbury Dock 	Avonmouth Dock container terminal; Portbury Dock container & car terminal; Portbury Dock bulk coal terminal;	Name: The Bristol Port Company Contact person: Thomas M. Carmichael Head office address: St. Andrew's House, St. Andrew's Road, Avonmouth, Bristol, BS11 9DQ Correspondence address, if different: Telephone number: 0117 982 0000 Fax number: 0117 982 0698 Email: tom.carmichael@bristolport.co.uk	With the exception of loading and unloading trains there are no services provided on the terminals. Ad hoc services are not offered. All charges are contractual and are subject to commercial confidentiality	
Boston, Lincs	Port of Boston - Steel and General Terminals	Name: Port of Boston Ltd Contact person: Andy Lawrence Head office address: Port of Boston, The Dock, Boston, PEZ1 6BN Correspondence address, if different: - Telephone number: 01205 365 571 Fax number: 01205 310 126 Email: andylawrence@portofboston.co.uk Website: www.victoriagroup.co.uk	By Negotiation	
Felixstowe	Rail Connected Port	Name: Felixstowe Dock & Railway Company Contact person: Paul Copsey Head office address: Tomline House, The Dock, Felixstowe, 1P11 3SY Correspondence address, if different: N/A Telephone number: 01394 602 688 Fax number: 01394 602 573	All charges are negotiated on an individual basis with customers. Please contact for further details.	<u>Felixstowe North Rail Terminal</u> - 7 Operational Line + 1 Runaround - 4 Rail Mounted Gantry Cranes - 3 Reach Stackers

		Email: copseyp@fdrc.co.uk Website: www.portoffelixtowe.co.uk		<u>Felixstowe South Rail Terminal</u> - 3 Operational Lines - 2 Rail Mounted Gantry Cranes - 2 Reach Stackers
Leith (Port of)	Port of Leith	Name: Forth Ports PLC Contact person: David Macpherson Head office address: 1 Prince of Wales Dock, Edinburgh, EH6 7DX Correspondence address, if different: Imperial House, Albert Dock, Leith, EH6 7DN Telephone number: 0131 555 8760 Fax number: 0131 555 1212 Email: david.macpherson@forthports.co.uk	EWS currently provides goods transport out of the port for which there is currently no track access charge.	Leith Port will be changed to a City Port at some time over the next 10 – 15 years which will result in a cessation of industrial activity. Therefore at some point the rail access will cease.
Sunderland (Port of)	Rail connected dock	Name: Port of Sunderland Contact person: Norman Scholefield Head office address: Capstan House, Greenwells Quay, South Docks, Barrack Street, Sunderland, SR1 2BY Correspondence address, if different: Telephone number: 0191 5532100 Fax number: 0191 5532120 Email: norman.scholefield@sunderland.gov.uk Website: www.portofsunderland.org.uk		Movement of cargo by Rail from Corporation Quay
Teesport	PD Ports	See; http://www.pdports.co.uk/teesport/location.asp		
River Tees	(River Tees Port facility) – Dawsons Wharf & North Sea Supply Base	Name: AV Dawson Ltd Contact person: Gary Dawson, Rob Turnbull Head office address: Riverside Park Road, Middlesbrough, TS2 1UT Correspondence address, if different: Telephone number: 01642 219271 Fax number: 01642 222636 Email: enquiries@av-dawson.com	All charges for freight handling, transfer or storage are negotiated on an individual basis depending on product characteristics and service level required.	Description: 1000m of rail connected River Tees Quayside. Daily services by EWS and Freightliner Heavy Haul. Internal and Quayside Cranes and Forklift handling up to 50 tonnes capacity. Container and Conventional Cargo handling storage.

Tyne (Port of)	Port of Tyne	<p>Name: Port of Tyne Authority Contact person: Mathew Hunt Head office address: Maritime House, Tyne Dock, South Shields, Tyne and Wear, NE34 9PT Correspondence address, if different: - Telephone number: 0191 455 2671 Fax number: 0191 455 4687 Email: Mathew.hunt@portoptyne.co.uk Website: www.portoptyne.co.uk</p>		
Workington (Port of)	Port of Workington – sea, rail and road transport hub	<p>Name: Port of Workington Contact person: Jeremy Lihou Head office address: Cumbria County Council, The Courts, Carlisle, Cumbria Correspondence address, if different: Port of Workington, Harbour Office, Prince of Wales Dock, Workington, Cumbria, CA14 2JH Telephone number: 01900 603 201 Fax number: 01900 604 696 Email: Workington.port@cumbriacc.gov.uk Website: www.portofworkington.co.uk</p>	Details on application	
Chatham Docks	Medway Port Authority	<p>Name: Peel Land and Property (Ports No.3) Limited Contact Person: R G Thornby Mrics Head Office Address: Peel Dome, The Trafford Centre, Manchester, M17 8PL Correspondence address if different: Archway House, Sheerness Docks, Sheerness, Kent, ME12 1RS Telephone number: 01795 596521 Fax number: 01795 582 038 Email address: Richard.thornby@peelports.co.uk</p>	N/A	
Sheerness Docks	Medway Ports Authority	<p>Name: Peel Ports Medway Contact Person: R G Thornby Mrics Head Office Address: Maritime Centre, Port of Liverpool, Liverpool, L21 1LA Correspondence address if different: Archway House, Sheerness Docks, Sheerness, Kent,</p>		

		ME12 1RS Telephone number: 01795 596521 Fax number: 01795 582 038 Email address: Richard.thornby@peelports.co.uk		
Aberdeen Harbour	Aberdeen Harbour Board	Name: Aberdeen Harbour Board Contact Person: Ray Shaw Head Office Address: 16 Regent Quay, Aberdeen, AB11 5SS Correspondence address if different: N/A Telephone number: 01244 597 000 Fax number: 01244 571 507 Email address: rail@aberdeen-harbour.co.uk Website: www.aberdeen-harbour.co.uk	Charges for use of rail or rail/yard facility negotiated on an individual basis.	<u>Waterloo Multi-Modal Terminal</u> Double siding with cross-over at head giving 140 m standage each siding within 16,000 sq metre surfaced, lighted and secure bespoke heavy duty freight yard within the port area. Connected to main network via 2.6 km single track branch line.
Mostyn (Port of)	Rail connected Port	Name: The Port of Mostyn Ltd. Contact Person: Mr J O'Toole Head Office Address: The Port of Mostyn, Mostyn, Holywell, Flintshire, CH8 9HE Correspondence address if different: N/A Telephone number: 01745 560 335 Fax number: 01745 560 324 Email address: Jim.otoole@portofmostyn.com Website: www.portofmostyn.co.uk	Contract Service Provider	
Port of Poole	Rail terminal, Port of Poole	Name: Poole Harbour Commissioners Contact Person: The Port Manager Head Office Address: The Harbour Office, 20 New Quay, Poole, Dorset, BH15 4AF Correspondence address if different: The Port Manager, Poole Harbour Commissioners, New Harbour Road, Poole, Dorset, BH15 4AJ Telephone number: 01202 440 220 Email address: portmanager@phc.co.uk Website: www.phc.co.uk	With the exception of loading and unloading trains there are no services provided on the terminal. Ad hoc services are not offered. All charges are contractual and are subject to commercial	

			confidentiality.	
Harwich	Harwich International Port	Name: Harwich International Port Limited Contact Person: Mr Dean Tatum Head Office Address: Tomline House, The Dock, Felixstowe, Suffolk, IP Correspondence address if different: Harwich International Port, Parkeston, Harwich, Essex, CO12 4SR Telephone number: 01255 252 111 Fax number: 01255 252 182 Email address: tatumd@harwich.co.uk Website: www.hpuk.co.uk		
Newhaven Harbour		Name: Newhaven Port and Properties Ltd Contact Person: Port Manager Head Office Address: Port Administration Office, East Quay, Newhaven Harbour, Newhaven, East Sussex, BN9 0BN Correspondence address if different: N/A Telephone number: 01273 612 900 Fax number: 01273 612 873 Email address: N/A Website: N/A	Negotiable on an individual basis	

Ports - awaiting details

		Authority/Operator		
Fowey		Imerys Minerals Ltd		
Gladstone Dock (Liverpool)		MDHC		
Hartlepool Dock		THPA		
Kyle of Lochalsh		Highland Council		
Mersey Docks		Mersey Docks & Harbour		
Preston Docks		Ribble Rail		
Ridham Dock		Mayer Parry		
Rothesay Dock		Clyde Port Authority		
Seaham		Seaham Harbour Dock Co		

Port of Blyth		Blyth Harbour Commission		
Port of Tilbury(London)		Port of Tilbury London Ltd.		
Purfleet(London)		CdMR Purfleet Ltd		

Maintenance depots

Location	Description of facilities	Service provider's name and contact details	Charging details	Comments
<ul style="list-style-type: none"> • Ayr; • Corkerhill; • Inverness; • Shields; • Haymarket; • Perth; • Yoker 	light maintenance depots	<p>Name: First ScotRail Limited Contact person: Bil McGregor Head office address: 395 King St, Aberdeen, AB24 6HQ Correspondence address, if different: - Atrium Court, 50 Waterloo ST, Glasgow, G2 6HQ Telephone number: 0141 335 4217 Fax number: 0141 355 4206 Email: bil.mcgregor@firstgroup.com Website: www.firstgroup.com</p>		All Network Rail owned depots leased to First ScotRail and covered by ORR regulated agreements
<ul style="list-style-type: none"> • Eastcroft (Nottingham); • Etches Park – (Derby); • Neville Hill; 	light maintenance depots	<p>Name: East Midlands Trains Limited Contact person: Graham Maymon Head office address: Friars Bridge Court, 41 – 45 Blackfriars Road, London, SE1 8NZ Correspondence address, if different: - Telephone number: 020 7620 5154 Fax number: 020 7620 5004 Email: gmaymon@swtrains.co.uk Website: www.eastmidlandstrains.co.uk</p>		Please contact East Midlands Trains for further details.
<ul style="list-style-type: none"> • Barton Mill; • Bournemouth; 	light maintenance	<p>Name: Stagecoach South Western Trains Limited</p>		Please contract South West Trains for further details.

<ul style="list-style-type: none"> • Farnham; • Fratton; • London (Clapham Junction); • London (Wimbledon) • London (Strawberry Hill); • Salisbury 	depot	<p>Contact person: Graham Maymon Head office address: Friars Bridge Court, 41 – 45 Blackfriars Road, London, SE1 8NZ Correspondence address, if different: - Telephone number: 020 7620 5154 Fax number: 020 7620 5004 Email: gmaymon@swtrains.co.uk Website: www.southwesttrains.co.uk</p>		
<ul style="list-style-type: none"> • Barrow – in Furness; • Blackpool; • Heaton (Newcastle); • Hull; • Nevill Hill (Leeds); • Newton Heath (Manchester) 	Light Maintenance Depots	<p>Name: Northern Rail Limited Contact person: Engineering Director Head office address: Northern House, 9 Rougier Street, York, YO1 6HZ</p>		
<ul style="list-style-type: none"> • Bognor Regis; • Brighton (Lovers Walk); • Eastbourne; • Littlehampton; • Selhurst (London); • Streatham Hill (London); 	Light Maintenance Depots	<p>Name: Southern Contact person: Eve Boyle Head office address: New Southern Railway Ltd, 3rd Floor, 41-45 Grey Street, Newcastle Upon Tyne, Tyne & Wear, NE1 6EE Correspondence address, if different: - Southern, 5th Floor, Knollys House, 17 Addiscombe Road, Croydon, Surrey, CR0 6SR Telephone number: 0207 – 123 -4362 Email: Eve.boyle@southernrailway.com Website: www.southernrailway.com</p>		Please contact southern for further details
<ul style="list-style-type: none"> • Gresty Bridge (Crewe); 		<p>Name: Direct Rail Services Contact person: Mike Carr</p>		Both Kingmoor and Gresty Bridge supply Fuel and

<ul style="list-style-type: none"> Kingmoor TMD (Carlisle) 		<p>Head office address: NDA, Herdus House, Westlakes, Science & Technology Park, Moor Row, Cumbria</p> <p>Correspondence address, if different: - Kingmoor TMD, Etterby Road, Carlisle, CA3 9NZ</p> <p>Telephone number: 01228 406609</p> <p>Email: Mike.carr@drsl.co.uk</p> <p>Website: www.directservices.co.uk</p>		Maintenance
<ul style="list-style-type: none"> Ardwick Cleethorpes York 	Train Care Facilities	<p>Name: Siemens plc</p> <p>Contact person: Daniel Plischke (Commercial Manager)</p> <p>Head office address: Siemens House, Oldbury, Bracknell, Berkshire, RG12 8FZ</p> <p>Correspondence address, if different: -</p> <p>Telephone number: 0161 276 3750</p> <p>Fax number: 0161 276 3780</p> <p>Email: Daniel.Plischke@Siemens.com</p> <p>Website: www.siemens.com</p>		Facilities used by Trans Pennine Express
<ul style="list-style-type: none"> London (Old Oak Common Yard) 	Heathrow Express Train Care Facility	<p>Name: Heathrow Express Operating Company Ltd</p> <p>Contact person: Gareth Vest - Business Lead Engineering</p> <p>Head office address: 3rd Floor, 30 Eastbourne Terrace, Paddington, London, W2 6LE</p> <p>Telephone number: 020 8750 6600</p> <p>Fax number: 020 8750 6615</p> <p>Email: gareth_vest@baa.com</p> <p>Website: www.heathrowexpress.com</p>		Heathrow Express Train Care Facility (Old Oak Common Yard). Supply of water for train wash.
<ul style="list-style-type: none"> Bristol, St Phillips Marsh Depot Exeter, St Davids London Kensal Green 	See comments for description of facilities	<p>Name: First Great Western Ltd</p> <p>Contact person: David Prigmore, Contracts Engineer</p> <p>Head office address: Milford House, 1 Milford Street, Swindon, SN1 1HL</p> <p>Telephone number: 01793 499 557</p> <p>Fax number: 01793 499 564</p>	Charges will need to be negotiated depending on the specific requirements of the beneficiary	All are light maintenance depots with the exception of Swansea High Street and London Kensal Green. These two facilities have carriage washing machines only.

<ul style="list-style-type: none"> • Old Oak Common • Penzance, Long Rock • Plymouth, Laira Depot • Reading, Cow Lane Depot • Swansea, Landor Depot • Swansea High Street 		<p>Email: David.progmore@firstgroup.com Website: www.firstgreatwestern.com</p>		
<ul style="list-style-type: none"> • Bedford Depot • Bedford Cauldwell Depot • Cricklewood Depot • Hornsey Depot • Letchworth • Welwyn 	<p>See comments for description of facilities</p>	<p>Name: First Capital Connect Ltd Contact person: Andy Cope, Engineering Director. Head office address: Hertford House, 1 Cranwood Street, London, EC1V 9QS Telephone number: 020 7427 2047 Fax number: 0207 7713 2135 Email: andy.cope@firstgroup.com Website: www.firstcapitalconnect.com</p>	<p>Charges will need to be negotiated depending on the specific requirements of the beneficiary</p>	<p>Bedford depot – electrified light maintenance depot and storage sidings. Bedford Cauldwell Depot – electrified light maintenance depot and storage sidings. Cricklewood depot – electrified light maintenance depot and storage sidings. Hornsey Depot – electrified depot carrying out both light and heavy maintenance and storage sidings. Letchworth – electrified storage sidings. Welwyn – electrified storage sidings. Traction current is available at all of these facilities</p>
<p>Peterborough</p>		<p>Name: First GBRf Ltd Contact person: Brian Tomlin Head office address: 15-25 Artillery Lane, London, E1 7HA Telephone number: 07872 821158 Fax number: 020 7983 5170</p>	<p>Charges will need to be negotiated depending on the specific requirements of the beneficiary</p>	<p>Locomotive maintenance and fuelling facilities. Limited facilities for storage and rolling stock.</p>

		Email: brian.tomlin@firstgroup.com Website: www.gbrailfreight.com		
North Pole International Depot; Manchester International Depot	Depots	Name: Eurostar (UK) Limited Contact person: Company Secretary Head office address: Eurostar House, Waterloo Station, London SE1 8SE Correspondence address, if different: - Telephone number: 020 7922 6050 Fax number: 020 7922 9804 Website: www.eurostar.com		All of these sites are subject to: <ul style="list-style-type: none"> • A licence exemption under the Railways (Class and Miscellaneous) order 1994 and; • The Channel (Security) order 1994 (with the exception of Manchester) • The Emergency Access Code From 14/11/07 North Pole International will cease operations. It will be handed over to the DfT in 2008.
Birmingham	Light Rail Maintenance Depot	Name: Pre Metro Operations Ltd Contact person: Philip Evans Head office address: 21 Woodglade Croft, Kings Norton, Birmingham, B38 8TD Telephone number: 0121 243 9906 Fax number: 0121 243 9906 Email: phil.evans@premetro.co.uk Website: www.premetro.co.uk		

Freight train operator company light maintenance depots – DB Schenker

Service provider information DB Schenker

Service provider details	Charging details
Name: DB Schenker Rail (UK) Ltd Contact person: Mick Tinsley, Market Manager (RIS) Correspondence address: - Lakeside Business Park, Carolina Way, Doncaster DN4 5PN Telephone number: 0870 140 5546 Email: Mick.tinsley@dbschenker.com	Charges depend on multiple variables and are subject to commercial confidentiality.

Website: www.rail.dbschenker.co.uk

Location	STANOX	Freight train operator	Primary Function	Comments
Allerton TMD	36191	DB Schenker	Light Maintenance Depot	
Ayr MPD/ WMD	08614	DB Schenker	Light Maintenance Depot	
Bristol Barton Hill TMD	81432	DB Schenker	Light Maintenance Depot	
Carlisle Currock WRD	09191	DB Schenker	Light Maintenance Depot	
Carnforth WRD	11527	DB Schenker	Light Maintenance Depot	
Crewe IEMD	42123	DB Schenker	Light Maintenance Depot	
Didcot TMD	74310	DB Schenker	Light Maintenance Depot	
Doncaster Carr TMD/WRD	23431	DB Schenker	Light Maintenance Depot	
Eastleigh TMD	86093	DB Schenker	Light Maintenance Depot	
Eastleigh TMD - Airport Sidings	86093	DB Schenker	Light Maintenance Depot	
Ferrybridge TMD	16714	DB Schenker	Light Maintenance Depot	
Fort William T & WMD - Tom Na Faire Depot	06021	DB Schenker	Light Maintenance Depot	
Hither Green TMD	88448	DB Schenker	Light Maintenance Depot	
Immingham TMD/WRD	21210	DB Schenker	Light Maintenance Depot	
Knottingley TMD/WRD	18018	DB Schenker	Light Maintenance Depot	
Leicester TMD	59239	DB Schenker	Light Maintenance Depot	
Millerhill, Edinburgh MPD	04724	DB Schenker	Light Maintenance Depot	
Old Oak Common TMD/WRD	73220	DB Schenker	Light Maintenance Depot	
Peak Forest TMD	34099	DB Schenker	Light Maintenance Depot	
Perth Muirton Yard WRD	03128	DB Schenker	Light Maintenance Depot	
Peterborough TMD	45107	DB Schenker	Light Maintenance Depot	
Thornaby TMD/WRD	15401	DB Schenker	Light Maintenance Depot	
Toton TMD	56580	DB Schenker	Light Maintenance Depot	

Wigan CRDC (Springs Branch TMD)	35150	DB Schenker	Light Maintenance Depot	
Worksop WRD	26231	DB Schenker	Light Maintenance Depot	

Light Maintenance depots – awaiting details

	Address	Operator		
Crown Point LMD (Norwich)	Norwich Crown Point	NXEA (London Eastern Railway)		
East Ham LMD (London)	London East Ham	c2c		
Ilford LMD (London)	London Ilford	NXEA (London Eastern Railway)		
Cardiff Canton LMD	Cardiff Canton	Arriva Trains Wales		
Wembley Train Care Centre	formerly London Wembley Central LMD	West Coast Train Care Ltd		
Midlands Train Care Centre	formerly Wolverhampton Oxley LMD	West Coast Train Care Ltd		
Bounds Green LMD	London Bounds Green	NXEC Trains Ltd		
Manchester Train Care Centre	formerly Manchester Longsight LMD	West Coast Train Care Ltd		
Liverpool Train Care Centre	formerly Liverpool Edge Hill LMD	West Coast Train Care Ltd		
Craigentinny LMD (Edinburgh)	Edinburgh Musselburgh	NXEC Trains Ltd		
Glasgow Train Care Centre	formerly Glasgow Polmadie LMD	West Coast Train Care Ltd		
Ramsgate LMD	Ramsgate	HSBC Rail / London & South Eastern Railway Ltd		
Slade Green LMD	London Slade Green	London & South Eastern Railway Ltd		
Grove Park LMD (London)	London Grove Park	London & South Eastern Railway Ltd		
Shoeburyness LMD	Shoeburyness	c2c		
Southend Victoria LMD	Southend Victoria	NXEA (London Eastern Railway)		
Clacton LMD	Clacton	NXEA (London Eastern Railway)		

Colchester LMD	Colchester	NXEA (London Eastern Railway)		
Machynlleth LMD	Machynlleth	Arriva Trains Wales		
Willesden Train Care Centre	formerly London Willesden LMD	West Coast Train Care Ltd		
Bletchley LMD	Bletchley	London Overground Operations Limited		
Ferne Park LMD	London Ferne Park	NXEC Trains Ltd		
Chester LMD	Chester	Alstom Train Services Ltd		
Kirkdale TCS (LMD) (Liverpool)	Liverpool Kirkdale	Merseyrail		
Birkenhead North LMD	Birkenhead North	Merseyrail		
Clayhills LMD (Aberdeen)	Aberdeen Clayhills	NXEC Trains Ltd		
St Leonards LMD	St Leonard's	London & South Eastern Railway Ltd		
Stewarts Lane LMD (London)	London Stewart's Lane	Gatwick Express		
Gillingham LMD	Gillingham	London & South Eastern Railway Ltd		
Streatham Hill LMD (London)	London Streatham Hill	New Southern Railway Ltd		
Victoria (Grosvenor Rd) LMD (London)	London Victoria	London & South Eastern Railway Ltd		
Chingford LMD (London)	London Chingford	NXEA (London Eastern Railway)		
Cambridge LMD	Cambridge	NXEA (London Eastern Railway)		
Abbey Foregate LMD (Shrewsbury)	Shrewsbury Abbey Foregate	East Midlands Trains Limited		
Camden Washer (LMD) (London)	London Camden Primrose Hill	London Overground Operations Limited		
Watford Junction LMD	Watford Junction	London Overground Operations Limited		
Aylesbury LMD	Aylesbury	Chiltern Railway Company		
Ashford LMD	Ashford	HSBC Rail / London & South Eastern Railway Ltd		
Ryde LMD	Ryde IOW	Island Line		
Orpington TCD (LMD) (London)	London Orpington	London & South Eastern Railway Ltd		
Stourbridge North LMD	Stourbridge Junction	Chiltern Railway Company		

Terminals

Location	Description of facilities	Service provider's name and contact details	Charging details	Comments
Ayrton (Middlesbrough)	International Rail Freight Terminal	<p>Name: AV Dawson Ltd Contact person: Gary Dawson, Rob Turnbull Head office address: Riverside Park Road, Middlesbrough, TS2 1UT Correspondence address, if different: Telephone number: 01642 219271 Fax number: 01642 222636 Email: enquiries@av-dawson.com Website: www.av-dawson.com</p>	All charges for freight handling, transfer or storage are negotiated on an individual basis depending on product characteristics and service level required.	Daily Services by EWS and Freightliner Heavy Haul. Rail connected humidity controlled warehousing. Internal overhead cranes up to 50 tonnes capacity. Liquid rail/road transfer gantry. Loose dry bulk rail receiving facility. Racked and flat storage. 100 tonne capacity rail weighbridge. Container lifting and storage, van and devan. 1000m River Tees quayside for direct ship to ship handling (See Ports Section).
<ul style="list-style-type: none"> Ely; Knowsley; Selby 	Rail & Road Distribution Centres	<p>Name: The Potter Group Ltd Head office address: Melmerby Industrial Estate, Green Lane, Melmerby, Ripon, North Yorkshire, HG4 5HP Correspondence address, if different: Barlby Road, Selby, North Yorkshire, YO85 5DZ Telephone number: 01757 702303 Fax number: 01757 210834 Website: www.pottergroup.co.uk</p>	Charges will depend on the service provided	Specific location addresses. Selby: see correspondence address Ely: Queen Adelaide Way, Ely, Cambs, CB7 4UB Knowsley: Woodward Road, Knowsley Ind Park, Knowsley, Merseyside, L33 7UY
<ul style="list-style-type: none"> Grangemouth (Fouldubs); Linwood (Elderslie); 	Intermodal freight terminals	<p>Name: W. H. Malcolm Contact person: John Holwell Head office address: Brookfield House, 2 Burnbrae Drive, Linwood, PA3 3BU</p>	Available on request	Grangemouth has facilities for container handling and cross docking to conventional rail wagons. 50m length trains can

<ul style="list-style-type: none"> Crick (DIRFT) 		Correspondence address, if different: Tillyflats, Lauriston Rd, Grangemouth, FK3 8XT Telephone number: 01324 483681 Fax number: 01324 665902 Email: holwellj@whm.co.uk Website: www.mailcolmgroun.co.uk		be accommodated, 600,00 sq. ft of adjacent rail connected warehousing. Channel Tunnel security cleared. Linwood can accommodate 370m long trains. Container handling and cross docking. W H Malcolm warehousing within 2km.
Craiginches Terminal (Aberdeen)	Intermodal Terminal	Name: Direct Rail Services Contact person: Tom Curry Head office address: NDA, Herdus House, Westlakes, Science & Technology Park, Moor Row, Cumbria Correspondence address, if different: - Kingmoor TMD, Etterby Road, Carlisle, CA3 9NZ Telephone number: 01228 406609 Website: www.directservices.co.uk		
Hams Hall	Inland Terminal	Name: Associated British Ports Head office address: 150 Holborn, London, EC1N 2LR Correspondence address, if different: Telephone number: 020 7430 6806 Mobile 07808 254345 Fax number: 020 7405 6118 Website: www.abports.co.uk	All charges are negotiated on an individual basis with customers at each location. Please contact for further details.	Hams Hall

Terminals – awaiting details

		Operator/Authority		

Deanside		J G Russell		
Ditton (Widnes)		Stobart Ports		
Glasgow Coatbridge		Freightliner Limited		
Grangemouth		DB Schenker		
Milton Park		MEPC Milton Park General Partner Limited		
Mossend Eurotransit		PD Stirling		
Neasden		Tibbett & Britten Ltd		
Burton upon Trent		Road & Rail Ltd		
Blackburn		Gilbraith (TS) Ltd		

Freight train Operator Terminals – DB Schenker

For service provider contact information for DB Schenker please refer to the DB Schenker light maintenance depots section above

Location	STANOX	Freight train operator	Primary Function	Comments
Aberdeen Raithes Farm	02043	DB Schenker	Freight Terminal	
Brandon Goods Yard	46265	DB Schenker	Freight Terminal	
Brierley Hill Steel Terminal	65729	DB Schenker	Freight Terminal	
Coventry Three Spires - Prologis Park	69111	DB Schenker	Freight Terminal	
Elgin East Goods Yard	02008	DB Schenker	Freight Terminal	
Grantham Down Sidings	44419	DB Schenker	Freight Terminal	
Hamworthy Goods	86953	DB Schenker	Freight Terminal	
Huntly Goods Yard	02022	DB Schenker	Freight Terminal	
Inverurie Goods Yard	02032	DB Schenker	Freight Terminal	
Rotherham Steel Terminal	25012	DB Schenker	Freight Terminal	

Scunthorpe Goods Yard	22041	DB Schenker	Freight Terminal	
Toton - Stapleford & Sandiacre Goods Yard	56573	DB Schenker	Freight Terminal	
Trafford Park Euroterminal	33080	DB Schenker	Freight Terminal	Restricted access - Channel Tunnel (Security) Order 1994 applies.
Wakefield Euroterminal	17197	DB Schenker	Freight Terminal	Restricted access - Channel Tunnel (Security) Order 1994 applies.
Willesden Euroterminal	72223	DB Schenker	Freight Terminal	Restricted access - Channel Tunnel (Security) Order 1994 applies.
Wolverhampton Steel Terminal	65050	DB Schenker	Freight Terminal	

Other freight train operator sites – DB Schenker

Definitions

Train formation yard: where trains may be split or joined, usually by the train locomotive

Marshalling yard: where trains can be marshalled or re-marshalled using resident pilot locomotives, ground staff and train examination staff

Storage siding: Storage of trains

Location	STANOX	Freight Train Operator	Primary Function	Comments
Acton Mainline Yard	73250	DB Schenker	Train Formation Yard	
Barking (Ripple Lane West Yard)	51511	DB Schenker	Train Formation Yard	
Bedlington Furnace Way Sidings	12241	DB Schenker	Train Formation Yard	
Bescot Down Side Yard	65700	DB Schenker	Marshalling Yard	
Bescot Up Side Yard	65705	DB Schenker	Storage Sidings	
Briton Ferry Sidings	79603	DB Schenker	Train Formation Yard	
Cambridge Up Sidings	47230	DB Schenker	Train Formation Yard	
Cameron Bridge	03243	DB Schenker	Train Formation Yard	
Cardiff Tidal Sidings	77090	DB Schenker	Marshalling Yard	
Crewe Down Yard Holding Sidings	42135	DB Schenker	Storage Sidings	
Crewe South Yard	42141	DB Schenker	Storage Sidings	
Dalry Yard Exchange Sidings	08012	DB Schenker	Train Formation Yard	
Dee Marsh Ft. Holding Sidings	39000	DB Schenker	Train Formation Yard	

Didcot Yard	74314	DB Schenker	Marshalling Yard	
Dollands Moor Yard	89735	DB Schenker	Train Formation Yard	Restricted access - Channel Tunnel (Security) Order 1994 applies.
Doncaster Belmont Yard	23432	DB Schenker	Marshalling Yard	
Doncaster Hexthorpe Sidings	23441	DB Schenker	Train Formation Yard	
Doncaster Up Decoy	23430	DB Schenker	Marshalling Yard	
Exeter Riverside Yard	83400	DB Schenker	Train Formation Yard	
Falkland Down Yard (Ayr)	08600	DB Schenker	Marshalling Yard	
Falkland Up and Up South Yard (Ayr)	08600	DB Schenker	Marshalling Yard	
Ferryhill Up Yard	15114	DB Schenker	Train Formation Yard	
Gillingham (Kent) Down Sidings	89012	DB Schenker	Train Formation Yard	
Goole Yard	20005	DB Schenker	Train Formation Yard	
Grain (Reception Yard & Sidings)	88743	DB Schenker	Train Formation Yard	
Hanwell Bridge Sidings	73263	DB Schenker	Recess Sidings	
Healey Mills Yard	18420	DB Schenker	Marshalling Yard	
Hither Green (Bramdean) Down Yard	88450	DB Schenker	Train Formation Yard	
Hoo Jcn Up Yard	88730	DB Schenker	Marshalling Yard	
Inverloch Junction Yard (Fort William)	06024	DB Schenker	Train Formation Yard	
Inverness Needlefield (Millburn) Yard	01111	DB Schenker	Train Formation Yard	
Ipswich Upper Yard	49204	DB Schenker	Train Formation Yard	
Kingsbury Sidings	66029	DB Schenker	Train Formation Yard	
Leeds Neville Hill Up Sidings	17114	DB Schenker	Train Formation Yard	
Leicester Sidings	59240	DB Schenker	Train Formation Yard	
Lostwithiel Down Sidings	85103	DB Schenker	Train Formation Yard	
March Up Sidings	46209	DB Schenker	Train Formation Yard	
Margam Knuckle Yard	79780	DB Schenker	Marshalling Yard	
Milford Down Sidings	16501	DB Schenker	Train Formation Yard	
Milford West Sidings	16502	DB Schenker	Train Formation Yard	
Millerhill, Edinburgh Yard	04720/2	DB Schenker	Marshalling Yard	
Mossend Down North Yard	07360	DB Schenker	Marshalling Yard	
Newport AD Junction West Sidings	76470	DB Schenker	Marshalling Yard	
Northwich Down Sidings	37130	DB Schenker	Train Formation Yard	

Peak Forest Dove Holes Quarry Exchange Sidings	34100	DB Schenker	Train Formation Yard	
Peak Forest Up Sidings	34100	DB Schenker	Train Formation Yard	
Peterborough Spital Yard	45100	DB Schenker	Train Formation Yard	
Peterborough West Yard	45100	DB Schenker	Train Formation Yard	
Peterborough Westwood Yard	45100	DB Schenker	Train Formation Yard	
Plymouth Tavistock Junction Up Yard	84081	DB Schenker	Train Formation Yard	
Port Clarence Bell Bank Sidings	15004	DB Schenker	Train Formation Yard	
Queenborough Up & Down Sidings	89131	DB Schenker	Train Formation Yard	
Redhill Up Sidings	87721	DB Schenker	Train Formation Yard	
Scunthorpe Trent Sidings	22029	DB Schenker	Train Formation Yard	
Southall Yard	73666	DB Schenker	Train Formation Yard	
St Blazey Yard	85220	DB Schenker	Train Formation Yard	
Stanton Gate Sidings	56562	DB Schenker	Train Formation Yard	
Stoke Gifford (Bristol) Down Sidings	81111	DB Schenker	Train Formation Yard	
Swansea Burrows Sidings	79230	DB Schenker	Marshalling Yard	
Tees Yard	15400	DB Schenker	Marshalling Yard	
Thames Haven Sidings	51103	DB Schenker	Train Formation Yard	
Thornton Yard	03250	DB Schenker	Train Formation Yard	
Tinsley Yard	25200	DB Schenker	Train Formation Yard	
Toton Down Yard	56591	DB Schenker	Marshalling Yard	
Toton Up Yard	56590	DB Schenker	Marshalling Yard	
Tuebrook Sidings, Edge Hill (Liverpool)	36168	DB Schenker	Train Formation Yard	
Tyne Yard	13550	DB Schenker	Marshalling Yard	
Warrington Arpley Sidings	35550 / 35547	DB Schenker	Marshalling Yard	
Warrington Walton Old Junction Sidings	35551	DB Schenker	Train Formation Yard	
Washwood Heath Up Yard	66312	DB Schenker	Marshalling Yard	
Wembley EFOC	72027	DB Schenker	Marshalling Yard	Restricted access - Channel Tunnel (Security Order 1994 applies).
Westbury Down Sidings	82100	DB Schenker	Marshalling Yard	
Westbury Up Sidings	82095	DB Schenker	Train Formation Yard	
Willesden Brent Sidings	72230	DB Schenker	Marshalling Yard	
Willesden Old Oak Sidings	72226	DB Schenker	Storage Sidings	

Willesden South West Sidings	72225	DB Schenker	Storage Sidings	
Workington Down Holding Sidings	10055	DB Schenker	Train Formation Yard	
Worksop Down Sidings	26230	DB Schenker	Train Formation Yard	
Worksop Up Concentration Sidings	26230	DB Schenker	Train Formation Yard	
York Down Departure Lines	16422	DB Schenker	Train Formation Yard	
York Up Yard	16441	DB Schenker	Train Formation Yard	

Freight Train Operator Company sites - Freightliner

Awaiting details	Description of facilities	Service provider's name and contact details	Charging details	Comments
Bristol Barrow Road, Bath Westmorland Road		Freightliner Heavy Haul Limited		

leased terminals and sidings				
Birmingham Landor St		Freightliner		
Cardiff Wentloog		Freightliner		
Crewe Basford Hall		Freightliner		
Dagenham Down		Freightliner		
Glasgow Coatbridge		Freightliner		
Ipswich Fuel Point		Freightliner		
Ipswich Top Yard		Freightliner		
Leeds Balm Road		Freightliner		
Leeds Stourton		Freightliner		
Liverpool Garston		Freightliner		
Manchester Trafford Pk		Freightliner		
Southampton Maritime		Freightliner		

Southampton Millbook		Freightliner		
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Other Facilities

Location	Description of facilities	Service provider's name and contact details	Charging details	Comments
Paignton, Devon	Paignton Queens Park Station	Name: Dart Valley Railway Plc Contact person: A Pooley Head office address: Queens Park Station, Torbay Road, Paignton, TQ4 6AF Correspondence address, if different: N/A Telephone number: 01803 555 872 Email: andrew.pooley@pdsr.eclipse.co.uk Website: www.pdsr.co.uk	Upon Request	