

- *Black Text in italics* is explanatory comment only which will not be incorporated within DAPR as part of any amendment.
- Text in standard black font represents pre-existing DAPR text
- ~~Struck-through black text~~ represents pre-existing DAPR text that is to be removed as part of the Proposal for Amendment
- **Red Text** represents additional/amended text proposed within the original Proposal for Amendment.
- ~~Struck-through red text~~ represents text that was part of the original Proposal for Amendment submission but which the DAB have opted to exclude from the final proposal.
- **Blue text** represents amendments to the original proposal that have been made by the DAB based on industry consultation feedback.

Note that approved revised text will be displayed in DAPR in red, and all text to be removed will simply be deleted (i.e. use will not be made of blue font or strikethroughs within DAPR itself).

DAB P2024/01

Add a definition of the term “Neutralisation” within Section 1 as below:

“Neutralisation” - The recalibration of Schedule 8 reference data, as documented in Appendix 1 of individual Track Access Agreements for Access parties, to ensure that organisations are not financially disadvantaged by the fact that trains are reporting earlier/later than was previously the case.

Delete existing Clause 3.4.c as below:

~~Delay Reporting Points can be stations or junctions; train planning teams must communicate with and obtain agreement from performance team colleagues before consulting any changes to or removal of any mandatory timing points from the timetable or individual schedules to ensure they are not Delay Reporting Points~~

Replace the above with a new Section 3.5 as below:

Mandatory timing points are permanent and must appear on all train schedules unless a change in characteristic is agreed by all stakeholders.

Train Planners must ensure that they contact their local Performance team and obtain agreement from them before consulting any changes to or removal of a mandatory timing point from their schedules.

Unapproved changes may have a significantly adverse impact on the ability of the Industry to consistently and accurately measure performance.

This applies to all mandatory points (Contractual Monitoring Points and Delay Reporting Points) and is not restricted just to stations.

Renumber existing Clauses 3.5-3.10 to 3.6-3.11 respectively to accommodate the above. (For reference, this will mean that the changes separately proposed via Network Rail proposal "NR P2023-01" to Section "3.8" will actually be to 3.9 in practice.)

Apply a note to clause 6.4.c to cross reference the concept of changing the magnitude of a berthing offset with Section 7 of this document, which is dedicated to the subject. As below:

6.4 If a change to characteristics of a Recording Point comprises: -

- (a) a change of category within Paragraph 4.6;
- (b) a change in the requirements of a timing standard in Section 8;
- (c) a change in the magnitude of Berthing Offset [as documented in Section 7 of this document] or
- (d) a change to a lower category of timing standard; and

there are reasonable grounds for believing there to be a financial impact on a Performance Regime in a Track Access Agreement, then the potentially affected Access Party shall be entitled to notify the other that it wishes to negotiate with a view to neutralising that financial impact.

Retitle Section 7 as below:

Amendments to Berthing Offsets at Recording Points Times in the Performance Monitoring System

Amend/Correct a reference to "Appendix D" in Section 7.1 to "Appendix C"

7.1 Refer to Appendix A for a flow diagram of the Berthing Offset change process. Refer to Appendix ~~D~~ **C** for a list of the current Recording Point Change Request (RPCR) forms that are available on the Delay Attribution Board website.

Amend/Expand Section 7.5 on RCPR response timelines as below:

7.5 Each affected Access Party must respond to a notice issued by Network Rail under paragraph 7.4. ~~within 28 days.~~

For CMPs and DRPs, the default response time for such notices will be 28 days from the date of issue. However, extensions to this should be requested by the Access Party and – unless there is a clear reason not to do so - agreed by Network Rail in cases where a 28-day turnaround for reviewing forms is not deemed likely to be practical. This may typically be the case when an RPCR is complex and/or where notices for multiple locations are issued simultaneously.

In these cases, it is expected that a realistic response time should be identified, and communication maintained during the review period to allow progress to be monitored/further extensions to be agreed if necessary.

Any Access Party that does not respond within 28 days – or whatever alternative timeframe that has been agreed as above - will be deemed to have accepted the contents of such a notice **by default**.

Amend/Expand Paragraph 7.6 on the alternate process for amending offsets at Station Timing Points as below:

- 7.6 Where the location is a Station Timing point or Timing Point only, Network Rail will notify Access Parties of any proposed changes to the timings at those locations and will provide the data to support the changes **via use of the bespoke "Station Timing Point" RPCR. Due to the non-contractual status of these locations, parties are only expected to respond to an RPCR if they wish to actively reject changes, and the default timeframe for this will be 14 days as opposed to the standard 28. However, extensions for review may still be agreed on the same basis as explained in Paragraph 7.5. Parties will have 14 days to respond to the accuracy of the data.** If necessary, Paragraph 7.7 should be utilised **to determine whether changes to a Station Timing Point involving multiple operators can be applied.**

Replace existing Sub-Clause 7.8.a with two new sub-clauses 7.8.a and b, documenting the consequences of parties both agreeing and disagreeing with proposed offset changes at CMP's

Where the Recording Point in question is a Monitoring Point in the Track Access Agreement of any affected Access Party, the following shall apply:

- ~~(a) — Where there is agreement by all the Access Parties for which that location is a Monitoring Point, and there is a sufficient number of affected Access Parties for which the location is a Recording Point to represent a majority of services, Network Rail shall be entitled to make the alterations in accordance with Paragraph 6.2~~
- (a) Where there is unanimous agreement amongst all Access Parties utilising the location as a Monitoring Point **and** (in the event of there being additional affected Access Parties who do not use the location as a Monitoring Point) there is agreement from a sufficient number of all affected Access Parties to represent a majority of services at that Recording Point, Network Rail shall be entitled to make the alterations; or
- (b) Where there is unanimous disagreement, or the level of agreement fails to meet the requirements of paragraph 7.8(a) – including when any single Access Party that utilises the location as a Monitoring Point is not in agreement - Network Rail shall not be entitled to make the alterations. Parties not in agreement are, however, expected to provide Network Rail with information on the basis for rejection/information on what adjustments would be necessary to enable acceptance.

Add a new paragraph 7.12, cross referencing the RPCR process with financial neutralisation, as below:

- 7.12** Refer to Section 8 of this document for detail on the financial neutralisation process associated with Amendments to Recording Point Times in the Performance Monitoring System

Add a new Section 8, titled "Financial Neutralisation", with introductory comments as below:

8. The Financial Neutralisation Process

The neutralisation process is intrinsically linked to the Berthing Offset amendment process, documented in Section 7 above, where changes are applied to Contractual Monitoring Points (neutralisation is not relevant to Delay Reporting Point or Timing Point offset amendments). It involves a review, and potential amendment of, Schedule 8 Performance Points to ensure that neither train operators nor Network Rail financially impacted by the fact that trains may report earlier or later than was the case when these were originally calibrated.

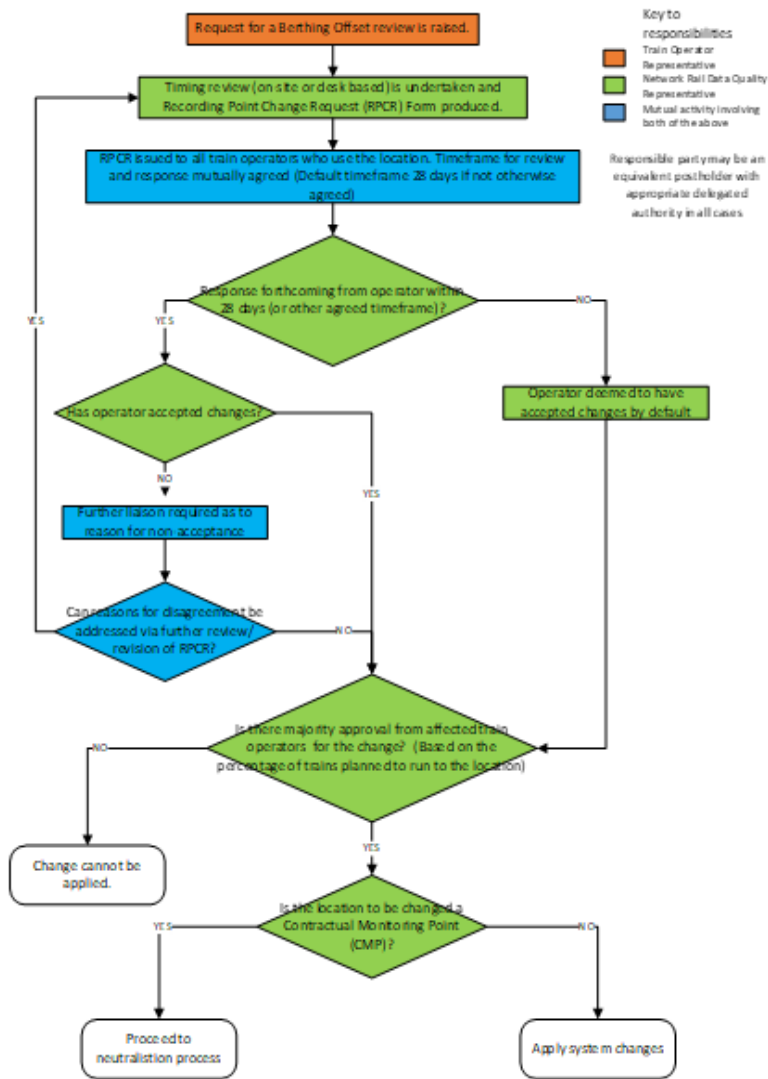
The following clauses detail the principles that apply and the steps that are involved in completing the neutralisation process.

Move/Renumber existing Paragraphs 6.5-6.10 to become 8.1-8.6. Add a further, new, Paragraph 8.7 to this, as below:

- 8.7** Challenges over the accuracy of the Berthing Offset amendments that the neutralisation exercise is associated with cannot be made once the Berthing Offset Amendment process, documented in Section 7 above, has concluded.

Replace the existing Appendix A flowchart with two completely refreshed flowcharts covering the RPCR issue/approval process and the neutralisation process respectively. This second flowchart to become a new Appendix B, titled "The Neutralisation Process". Both shown below, although both will be shared as standalone documents to cover any potential legibility issues.

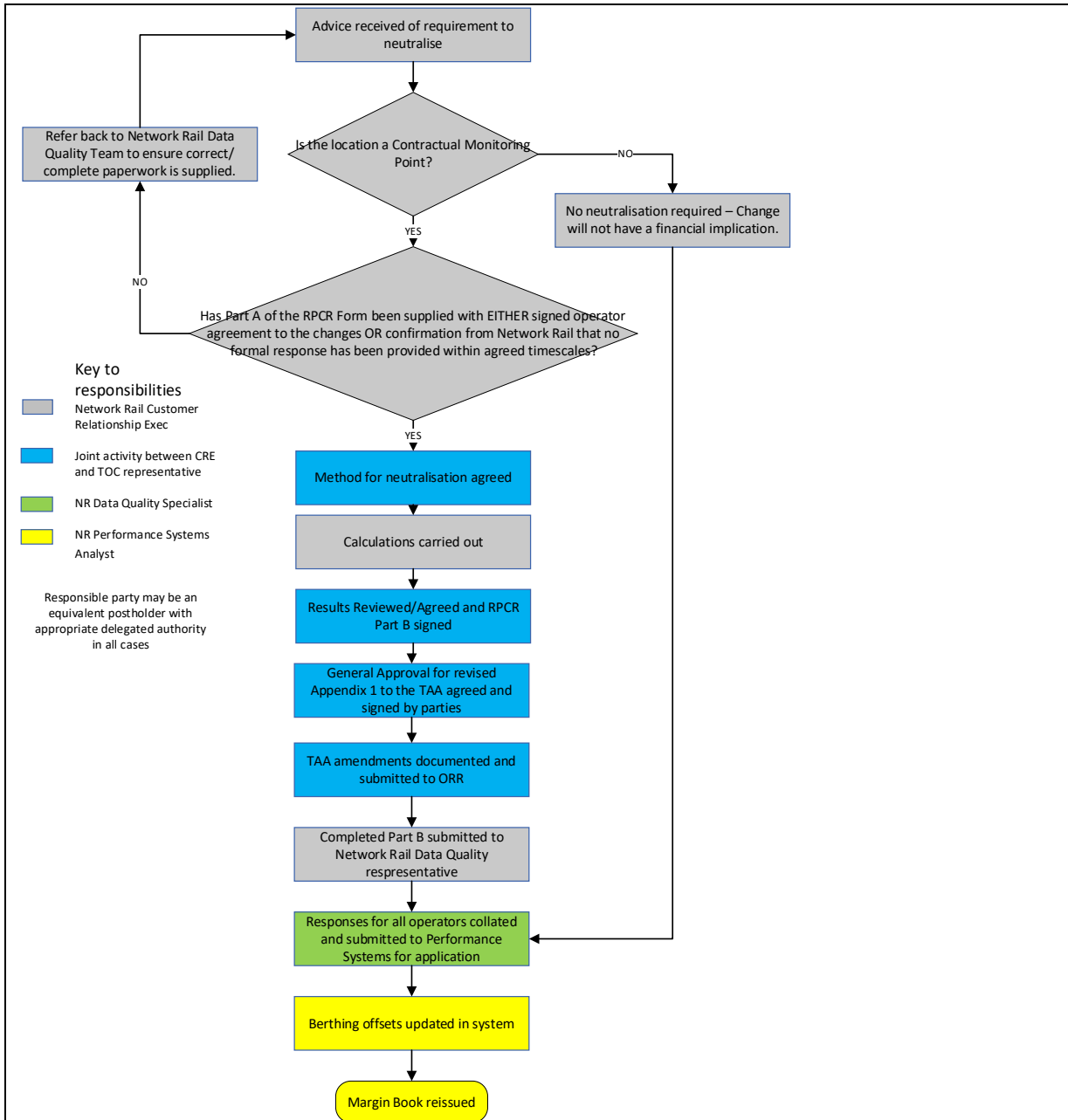
▲ APPENDIX A - PROCESS FOR AMENDING BERTHING OFFSETS



Key to responsibilities
 Train Operator
 Representative
 Network Rail Data Quality
 Representative
 Mutual activity involving both of the above
 Responsible party may be an equipment possessor with appropriate delegated authority in all cases

! If at any stage the process is rejected, please go to the previous relevant berth [step](#)
 Roles based on Template Organisation within Network Rail. To be taken as 'Or Associated Role'.

APPENDIX B – The Neutralisation Process



Retitle the pre-existing Appendix B listing types of RPCR form as “Appendix C” to accommodate the additional flowchart. Within this Appendix expand the entries on the “Location Review” and “Station Timing Point” forms to clarify their purpose, as below:

RPCR form - Location Review

This RPCR form should be used for locations where a 5th anniversary review has been undertaken and the conclusion of the review is **either** that:

No parameters have changed that would impact the previously agreed offsets.

Or

Future changes will be required as a result of parameters that are set to change or are in the process of doing so, but it is not yet possible/practical to apply these. (An example of this would be during a gradual rolling stock change affecting a given station/stations – It may be identified that this will necessitate a change to offsets, but that it will only be practical to apply the change once a majority of services utilise the new stock.)

As such, despite belonging to the RPCR group of forms, this form is used to agree between the parties that no physical site review is required to be undertaken and is not technically a “Change Request”.

RPCR form -Station Timing Point

This RPCR form should be used to propose changes to the berths used and/or the offset values at a Station Timing Point. Due to the non-contractual nature of these changes, the form only requires a response from operators if they wish to actively reject the proposed changes and a default response time of 14 days is quoted (as opposed to the 28 on the Offset “Form A”)

Also add an entry within Appendix C to explain a new “Locations covered by neutralisation” RPCR form which will be introduced alongside these changes:

RPCR form – Locations covered by the Neutralisation process

This form should be used for advice purposes. Locations that have been subject to an offset change and neutralisation review should be detailed on this form alongside confirmation of whether neutralisation has been undertaken and, if not, the basis for this.

NR P2023/01

Add a new scenario (c) to Paragraph 3.8 and add clarification on the requirements for amending times after Spring/Autumn time zone changes within the “Notes” section.

Also remove the word “manually” from the opening sentence of the same paragraph, as below:

- 3.8 Timings already made manually in TRUST (‘Recordings’) must not be amended retrospectively to change the train lateness and any associated delays, unless
- (a) The revision is in line with agreed process for the provision, and amendment, of timings at that location; or
 - (b) The revised time correction can be evidenced as being more accurate than previously entered
 - (c) **The train in question is running during the course of the switch from GMT to BST, or BST to GMT, time.**

Note: The above criteria should also be applied to the manual revision of off Network Rail network locations that would alter a delay previously generated and recorded in the Performance Monitoring System. This should be applied in a controlled and unbiased way.

Where such amendments are made, but not supported or validated, then Network Rail will maintain the right to revert the revised manual report to its original entry.

In relation to Spring and Autumn clock changes, schedules for trains in operation at the point of the change will reflect the time zone that was in force at the time that the train was planned to depart its booked origin point. Times recorded against its schedule should reflect these booked times to allow for consistency in reporting and prevent the generation of spurious delay minutes. When trains report times that are not consistent with those it has accrued prior to the change in time zone, these must be manually amended to 60 minutes

earlier than the reported time (following the GMT to BST switch in Spring) and 60 minutes later than the reported time (following the BST to GMT switch in Autumn).