DAB
Delay Attribution Board

To: Gerry Leighton,
Head of Stations & Depots and
Network Code
Office of Rail Regulation
One Kemble Street
London
WC2B 4AN

cc: Stuart Freer
Executive, Stations & Depots and
Network Code

John Rhodes
Chairman,
Delay Attribution Board.

From: Ana Maria Sanchez
DAB Secretariat support
Delay Attribution Board
Floor 8
One Eversholt Street
London
NW1 2DN

Tel: [redacted]
Email: admin@delayattributionboard.co.uk

Date: 11th November 2013

Submission of proposals for change to July 2011 Performance Data Accuracy Code (PDAC).

Dear Gerry,

I am writing seeking approval for proposed changes to the July 2011 Performance Data Accuracy Code (PDAC); in accordance with Track Access Condition B2.7.2.

Please find appended to this letter details of the following Proposals for Change:

The details for each proposal consist of the following information:

1. The Proposal for Change from the sponsor.
2. A list of the industry responses to the Proposal for Change.
3. The DAB decision and consideration of the responses from the industry.
4. A 'tracked-change' copy of the relevant parts of the PDAC

The proposal for amendment to the Performance Data Accuracy Code was put out to Industry Parties for formal consultation in accordance with Track Access Condition B2.5.2. The consultation for proposals closed on the 11th July 2013. A number of Industry Parties responded to the consultation process and these responses are included in this submission.

Not all decisions made by the Board have been unanimous i.e. there is dissent to advise as per Track Access Condition B2.7.1(c). A copy of the minutes of the meetings where the proposed amendments were agreed will be available should you require them.

I await your advice on whether you approve the amendments proposed. Finally, in accordance with Track Access Condition B2.7.1, the Board has agreed that any changes approved by the Regulator should come into effect on 5th January 2014.

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Should you wish to discuss any aspect of this submission or the proposals further then please do not hesitate to contact me as detailed above.

Best Regards,

Ana Maria Sanchez – BA(Hons)
Delay Attribution Secretariat support

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Industry Responses to Proposed Amendments to the Performance Data Accuracy Code. Consultation closed 11th July 2013.

Ref:	Proposed Changes to the July 2011 PDAC
NR/P143	Update sections A and B of the RPCR form to allow for Network Rail approval of potential financial impact of change.

Responses received from

- Arriva Trains Wales
- Chiltern Railways
- First Capital Connect
- First Great Western
- Greater Anglia
- London & Southeastern Railway
- Network Rail
- Northern Rail
- Virgin Trains

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Originators Reference Code / Nº	***NR/P143***
Name of the original sponsoring organisation(s)	*NETWORK RAIL*
Exact details of the change proposed	Please make changes to the form from:

RECORDING POINT CHANGE REQUEST FORM (RPCR)

Part A	Description of Change					
LOCATION:					Status: CMP/DRP *(delete as required)*	
STANOX:					Monitoring Date/s	
Description of and Reason for Change:		**CALCULATION OF BERTH OFFSET IN SECONDS**				
Platform	Offset Calculation For:	Type	Berth Step		New Berth Offset)	Existing Berth Offset
Name of Train Operator Consulted:						
Proposed Times Approved / Rejected				Signed:	Date:	

(Delete as appropriate)	For Train Operator	
Comments:		
Note if location is a DRP and changes proposed in section A are agreed, then go straight to section D		
Part B TOC Neutralisation request - CMP's only (if applicable)		
Train Operator:		
Is neutralisation required?	**Yes/No** Delete as appropriate	
If Yes, what is agreed method		
Requested By:	Signed: For Train Operator	Date:
Agreed By:	Signed: For Lead Route Customer Relationship Executive	Date:
If neutralisation has not been undertaken please state why;		
Part C Train Operator neutralisation output (CMP's only) Completed after neutralisation undertaken (where requested)		
Name of Train Operator Consulted:		
Approved / Rejected (Delete as appropriate)	Signed: Date: For Train Operator	
Comments:		
Part D Train Operator agreement of changes		

The above changes have been agreed as valid and can be updated in the system	Signed: Date: For Train Operator
Part E Network Rail Confirmation of Agreement for Change To be completed once all consultation undertaken and agreement reached	
The above changes have been agreed with all affected Train Operators and, where appropriate, any recalibrations approved by the ORR.	Signed: Date: Route Performance Manager
Part F Confirmation of Change	
The above changes were entered into the appropriate Margin Books and, where applicable, the Berthing Offsets altered. HQ Reference Number: Has a new copy of the Margin Book (or page(s) if it's loose leaf) been issued to the relevant parties?	At: Date: Signed: Performance Systems Analyst **Yes/No** Delete as appropriate

To:

Part A and B signoff process clarified to assist the financial neutralisation process being run.

RECORDING POINT CHANGE REQUEST FORM (RPCR)

Part A	Description of Change						
LOCATION:						Status: CMP/DRP *(delete as required)*	
STANOX:						Monitoring Date/s	
Train Operator :						Date of issue	
Description of and Reason for Change:		**CALCULATION OF BERTH OFFSET IN SECONDS**					
Platform	**Offset Calculation For:**	**Type**	**Berth Step**			**New Berth Offset (Is a change proposed?)**	**Existing Berth Offset**
Proposed Times Approved / Rejected (Delete as appropriate)				Signed: Date: For Train Operator			
Comments:							

	Has a reply been received within 28 days of issue accepting findings of the audit			**Yes/No**
	Note if location is a DRP and changes proposed in section A are agreed, then go straight to section D			
	Part B TOC Neutralisation request - CMP's only (if applicable)			
	Is neutralisation required?		Delete as appropriate	
	Operator response	**Yes/No**	NR response	**Yes/No**
	Has agreement been reached to undertake re-benchmarking?			**Yes/No**
	Agreed By:	Signed: For Train Operator		Date:
	Agreed By:	Signed: For Lead Route Customer Relationship Executive		Date:
	If neutralisation has not been undertaken please state why;			
	Part C Train Operator neutralisation output (CMP's only) Completed after neutralisation undertaken (where requested)			
	Name of Train Operator Consulted:			
	Approved / Rejected (Delete as appropriate)	Signed: For Train Operator	Date:	
	Comments:			
	Part D Train Operator agreement of changes			
	The above changes have been agreed as valid and can be updated in the system	Signed:		Date:

		For Train Operator
	Part E Network Rail Confirmation of Agreement for Change To be completed once all consultation undertaken and agreement reached	
	The above changes have been agreed with all affected Train Operators and, where appropriate, any recalibrations approved by the ORR.	Signed: Date: Route Performance Manager
	Part F Confirmation of Change	
	The above changes were entered into the appropriate Margin Books and, where applicable, the Berthing Offsets altered. HQ Reference Number: Has a new copy of the Margin Book (or page(s) if it's loose leaf) been issued to the relevant parties?	At: Date: Signed: Performance Systems Analyst **Yes/No** Delete as appropriate
Reason for the change	A change to the RPCR form used by Network Rail is proposed to clarify the purposes of section A and B of the form. Section A is used by the operator to signify to NR that they are satisfied with the results obtained from the site Audit. Once part A has been signed off, if the location is a CMP, NR will run the financial neutralisation process to provide the commercial departments of both NR and the TOC with the necessary information to allow a decision to be made as to the requirement for neutralisation in Schedule 8 through amendments to the Schedule 8 benchmarks. Both parties will sign part B to indicate the decision. It is noted that the current form can lead to decisions being made without the actual impact of the changes being understood, and does not allow the recording of a decision taken not to neutralise.	

	The remainder of the process remains unchanged.

1. Do you perceive that this proposal will have a wider impact (including commercial impact) on your business or the business of any other industry parties?

If yes;
For Network Rail – Please provide an impact assessment indicating the impact of the proposal on all affected industry parties.
For Train Operator – Please provide an impact assessment on your own business.

There is no wider impact as a result of this change other than providing all parties improved assurance and governance that the correct process for change is being followed and that the impact of any change to berth offsets is correctly accounted for in Schedule 8.

2. If you have provided an impact assessment as per question 1 above, please provide a proposed solution to neutralise any financial effect of the proposal.

N/A

NR/P143 PDAC RPCR form

RAILWAY COMPANY/ORGANISATION	COMMENTS:
ARRIVA TRAINS WALES	As per the response provided by DAMG
ATOC – DELAY ATTRIBUTION MANAGERS GROUP	The amendment to make the process more transparent is logical and supported
C2C Rail	No response received
CHILTERN RAIL	As per the response provided by DAMG
CROSS COUNTRY TRAINS	No response received
DB SCHENKER RAIL/DBS INT/RAIL EXPRESS SYSTEMS	No response received
DRS	No response received
EAST MIDLANDS TRAINS	No response received
EASTCOAST LTD	No response received
EUROSTAR	No response received
FIRST CAPITAL CONNECT	The proposal is supported subject to the following: The form needs to be simplified rather than complicated further with fewer signatures needed. At the moment, this is onerous and just lengthens the process without being clear what benefits this provides. Part B should be merged with Part A. maybe as a tick box asking for neutralisation. The two parts are currently required at the same time. Not sue why CRE team need to agree to request in Part B? What happens if the CRE team refuse the request? There is no indication of how the sign-off would then proceed. The CRE team should then own the process once Part A is signed for a CMP. Part C should be merged with Part D with TOCs giving final approval only when happy with neutralisation. offs rather than four. I would also like to add a change to the top of the form listing the new offsets adding a new column to show the number of timings (ie the sample size) made to calculate the new offset. If the step has been estimated this too should be entered in this column. This column would ideally be inserted between the 'berth step' and the 'new berth offset'. The form should also be made to be more printer-friendly So this would now mean just two TOC sign-offs rather than four. I would also like to add a change to the top of the form listing the new offsets adding a new column to show the number of timings (ie the sample size) made to calculate the new offset.

	If the step has been estimated this too should be entered in this column. This column would ideally be inserted between the 'berth step' and the 'new berth offset'. The form should also be made to be more printer-friendly
FIRST GREAT WESTERN	As per the response provided by DAMG
FIRST SCOTRAIL	No response received
FIRST/KEOLIS TRANSPENNINE LTD	No response received
FREIGHTLINER/FREIGHTLINER HEAVY HAUL	No response received
GB RAILFREIGHT	No response received
GRAND CENTRAL RAILWAY	No response received
GREATER ANGLIA	As per the response provided by DAMG
HEATHROW EXPRESS	No response received
HULL TRAINS	No response received
LONDON & BIRMINGHAM RAILWAY	No response received
LONDON & SOUTHEASTERN RAILWAY	As per the response provided by DAMG
LONDON OVERGROUND RAIL	No response received
MERSEY RAIL	No response received
NETWORK RAIL INFRASTRUCTURE	The proposal is supported
NORTHERN RAIL	As per the response provided by DAMG
SOUTHERN RAILWAY	No response received
STAGECOACH SOUTH WESTERN TRAINS	No response received
WEST COAST TRAINS LTD (VIRGIN)	The proposal is supported
NR/P143 PDAC RPCR form DAB DECISION (29/10/2013)	The Board agreed that the original proposal for change could be submitted to the ORR for approval based on the reasoning provided by Alex Kenney and that supplied within the proposal. The Board agreed that Network Rail and FCC should work together to submit separate proposals for change to the PDAC to resolve the issues that were raised by FCC. The franchised passenger operator Band 3 representative on the Board confirmed that she wished to have her dissent recorded regarding the decision made by the Board to submit the proposal for ORR approval. The discussion, which the Board had previously requested, had not yet taken place and she had therefore assumed that the Board would not consider the subject until that discussion had taken place.

Approved proposal.
As per attached original.

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Performance Data

Accuracy Code

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PERFORMANCE DATA ACCURACY CODE

Explanatory Note

This Explanatory note does not form part of this Code.

Part B of the Network Code requires Network Rail to operate a system for monitoring train performance and which, amongst other things, must accurately record the times at which trains arrive at, depart from or pass Recording Points, along with the difference between those times and the corresponding times published in the Working Timetable. The Performance Data Accuracy Code governs the interpretation of the phrase accurately record in that context. It also provides a mechanism for agreeing and notifying changes in standards, including the characteristics of Recording Points.

1 Definitions

1.1 In this Code, the following definitions apply except where the context requires a different meaning:-

"Accounting Period" means one of Network Rail's 13 annual accounting periods;

"Automatic Point" means a Recording Point which is not a Manual Point;

"Berthing Offset" means, when a Timing is made at a location which is not itself the Recording Point, a quantity of time (in seconds), as an average across all services at that Recording Point, added to or deducted from the Timing as an adjustment to convert it to the time value added to or deducted from the Timing as an adjustment to convert it to the time value to be used in the corresponding Recording;

"Manual Point" means a Recording Point at which timing is performed by a human agent;

"Margin Book" means a collection of the characteristics of the Recording Points relevant to a particular Track Access Contract, as described in section 5;

"Monitoring Point" means a Recording Point used to record the lateness of trains under the relevant Track Access Contract performance regime and which is described as a “monitoring point” in the Margin Book;

"Performance Monitoring"	means Network Rail's operation of the Performance Monitoring System;
"Recording"	(as a noun) means time data posted into TRUST or otherwise noted as the time at which a train arrives at, departs from or passes a Recording Point, as required by Part B of the Network Code;
"Recording Point"	means a point at which Network Rail measures and records time data of trains during Performance Monitoring;
"Systems Code"	means the document entitled the Code of Practice for the Management and Development of Railway Code Systems, required by the Network Rail's Network Licence;
"this Code"	means this Performance Data Accuracy Code, including its appendices;
"Time from NPL"	means time transmitted by the Anthorn VLF transmitter which serves as the United Kingdom's national time reference and which was formally known as Rugby Clock Time;
"Timing"	means (as a verb) reading a clock or (as a noun) the time read from a clock, in each case, whether the reading is made by a human agent or by automatic means; and
"Triggering Point"	means a location at which a train movement is physically detected at the start of the process of making a Timing at an Automatic Point;

1.2 This Code is incorporated into, and forms part of, the Network Code. Where the context admits, words and expressions defined in the Network Code, and the rules of interpretation set out in Network Code Condition A1.1, apply throughout this Code and references to the Network Code in such words, expressions and rules shall, in this document, be construed as references to this Code.

2 Aims

2.1 The aims of this Code are:-

(a) to define the standards of measurements and Recording required for the Performance Monitoring System; and

(b) to provide a process for managing the changes consequent on alterations in measurement and recording.

3 Effects of the Code

3.1 This Code has no effect on:-

(a) any safety-related obligations of any person; or

(b) any rights or obligations of Access Parties relating to data which are incorrect in a sense not contemplated in this Code (for example, in relation to the Recording of the cause of train delays and cancellations) or to have regard to other data where alternative evidence as to actual train performance is available.

3.2 Nothing in this Code entitles:-

(a) any Access Party to abridge any process required under any Track Access Contract to implement any change;

(b) any person to abridge any process required under the Systems Code; or

(c) Network Rail to make any charge for any train movement to the extent that is has not in fact occurred.

3.3 In connection with any Track Access Contract, a Recording at a Recording Point which is based on a Timing (as opposed to recreated data) is accurate if:

(a) it is made in an Accounting Period during which Network Rail achieves at that Recording Point the standards set out in this Code and the relevant Margin Book;

(b) in the case of an Automatic Point:-

(i) the automatic equipment is either of the same characteristics as was used at the Automatic Point on 31 March 1996, or is automatic equipment having a shorter response time (that is, a shorter delay between the first moment of the physical detection of a train movement and the making of the corresponding Timing, before the application of any Berthing Offset); and

(ii) a Berthing Offset (of magnitude set out in the Margin Book in respect of that Recording Point) is added to each Timing to convert it to the corresponding Recording.

3.4 If Network Rail omits or becomes aware that it is likely to omit to make a Timing of an event for a Recording, it must notify each affected Access Beneficiary as soon as it reasonably can. In respect of any day on which Network Rail gives such notice:-

(a) each affected Access Beneficiary must as soon as it reasonably can supply in good faith all information available to that Access Beneficiary which is relevant to that Timing omitted on that day. Network Rail must use all appropriate information provided by the Access Beneficiary in creating a Recording related to the omitted Timing. Network Rail may disregard information provided by the Access Beneficiary if and to the extent that it is reasonable to do so owing to manifest error, failure of the Access Beneficiary to act in good faith or demonstrable bias; and

(b) if, having made use of appropriate information supplied by Access Beneficiaries, Network Rail still has omitted Recordings then Network Rail may use an appropriate procedure to interpolate or otherwise create Timings and related Recordings.

3.5 Recordings created under paragraph 3.4 must be agreed with the affected Access Beneficiary. If and to the extent that they are not agreed, then (subject to the provisions of

the relevant Access Contract) either party may refer the failure to agree as a dispute for resolution under section 10. Recordings agreed with the affected Access Beneficiary (or which are determined in accordance with such dispute resolution) are deemed accurate.

3.6 Recordings omitted in good faith which have not been created are nonetheless deemed accurate provided that Network Rail achieves the data completeness standard set out in the Access Beneficiary's Margin Book for the Recording Point in the relevant Accounting Period or on that day or otherwise applying under Appendix A, as the case may be.

3.7 Recordings at any Recording Point which are accurate in accordance with paragraphs 3.3, 3.4, or 3.6, when Network Rail has observed the obligation of good faith (see section 11) and except in the case of manifest error, constitute a sufficient discharge of all obligations on Network Rail under the Track Access Contract with respect to them, and none of those Recordings may be challenged.

3.8 If Recordings at a Recording Point are not accurate in accordance with paragraphs 3.3, 3.4, or, 3.6, or are manifestly in error or if Network Rail has not observed the obligation of good faith in relation to those Recordings, then Network Rail is at fault and those Recordings may be challenged. If agreement to correct such errors is not reached within 28 days, any affected party or parties may refer the matter as a dispute for resolution under section 9.

3.9 Recordings are presumed to be accurate unless:-

(a) they are shown not to be; or

(b) in respect of Recordings at a particular Recording Point or a group or class of Recording Points, a review of standards achieved in the Performance Monitoring System carried out in accordance with the terms of section 7 throws doubt on the accuracy (in accordance with its meaning in the Code) of Recording there.

4 Characteristics of Recording Points and Other Standards

4.1 The Characteristics of a Recording Point include:-

(a) its location;

(b) the category applicable to the Recording Point for the purposes of Appendix A;

(c) the technology employed to make Recordings at the Recording Point;

(d) any Berthing Offsets.

4.2 Appendix A sets out the data completeness standard which applies under this Code. Part A relates to the completeness standard which applies in respect of any Recording Points which are subject to a common mode failure. Part B relates to the standard which applies otherwise than in respect of common mode failures. The particular category of standard which Network Rail is required to meet at a particular Recording Point for a particular Track Access Contract under Part B is set out in the Margin Book related to that Access Contract.

4.3 Appendix B sets out the timing standard that applies under this Code. The category of timing standard for a Recording Point is determined by the technology usually employed for making Recordings there. Appendix B also sets out the Recording technologies allocates each to a category, and states the standard of timing that Network Rail is required to meet in that category.

4.4 For example, if a Manual Point is automated then the timing precision category at that point becomes blue. An Automatic Point that fails temporarily is still “usually” monitored automatically and its category does not change. An Automatic Point will not ordinarily be

converted to a Manual Point on a permanent basis, but if it is, then Part G of the Network Code applies (see paragraph 6.1).

4.5 Network Rail must on request supply to any Access Beneficiary a statement of the characteristics of any Recording Point relevant to that Access Beneficiary, or of changes to those characteristics, within a reasonable time and on payment of its reasonable charges.

5 Margin Books

5.1 For each Track Access Contract, Network Rail must compile a Margin Book setting out the characteristics of each Recording Point relevant to that Access Contract. For each Recording Point, Network Rail must state in the Margin Book whether it is a Monitoring Point for the purposes of Appendix A and what category of data completeness standards applies. Network Rail must supply a copy of the Margin Book to the relevant Access Beneficiary without charge at the commencement of the Track Access Contract.

5.2 Network Rail and the Access Beneficiary must seek to agree the Margin Book and any changes made to it from time to time. If and to the extent that they do not agree within 28 days from the date of the Access Beneficiary being supplied with a copy of the first Margin Book under paragraph 5.1 or a revised Margin Book under paragraph 5.3 then either party may refer the failure to agree as a dispute for resolution under section 9. Agreement of the Margin Book specifically signifies that the relevant Access Parties are content that:-

(a) the Margin Book covers all the Recording Points appropriate to the Track Access Contract;

(b) the Recording Points are correctly described as being, or as not being, Monitoring Points;

(c) the data completeness categories to which the Recording Points are allocated are appropriate having regard to the circumstances at that time; and

(d) the Margin Book contains no gross or obvious errors.

5.3 Notwithstanding any agreement of the Margin Book, either party may at any time notify the other of:-

(a) an error in the Margin Book;

(b) any Recording Point becoming or ceasing to be a Monitoring Point; or

(c) any different data completeness category becoming applicable

and request that the Margin Book be amended.

In the event that agreement to amend the Margin Book cannot be reached within 28 days of the notification, the matter may be referred as a dispute for resolution under section 9.

If agreement to amend the Margin Book is reached or it is determined by dispute resolution that the Margin Book should be amended, then Network Rail must amend the Margin Book appropriately within 28 days of agreement or the determination of the dispute process. The amendments will take effect from the time at which the error or requirement for change was notified.

5.4 The minimum category of data completeness standard to which each Recording Point in a Margin Book must be allocated is determined as follows:-

(a) If the Recording Point is not a Monitoring Point, the category is Silver.

(b) Monitoring Points should be distributed across the three categories, Silver, Gold and Super Gold, having regard to:

(i) the relative significance of the financial effect of biased missing data at that Monitoring Point in the performance regime;

(ii) the practicability of achieving the completeness with the recording technology at the Recording Point, including the cost and practicability of up-grading the technology; and

(iii) any other importance of the Monitoring Point, for example, in connection with any obligation to a PTE.

If there are many Monitoring Points (for example, 20 or more), a fair distribution might be achieved by estimating the financial effect of biased missing data at each point, and assigning those with the largest individual financial effects which together contribute one-third of the total financial effects as Super Gold, the next one-third as Gold and the remainder as Silver. If there are few Monitoring Points, then the proportion in higher categories may be greater.

c) Any Recording Point which is described as a Charter Destination Point in the Track Access Contract must be placed in at least the Gold category even if paragraph 5.4 (b) otherwise suggests the Silver category.

5.5 If the characteristics of any Recording Point change, Network Rail must update each Margin Book and provide revisions or supplements to the relevant Access Party. Before making any change to the characteristics of the Recording Point, Network Rail must notify each affected Access Beneficiary.

6 Changes to Characteristics of Recording Points

6.1 Any change to a lower category of timing standard applicable to a Recording Point is a material change to the operation of the Network for the purposes of Part G of the Network Code.

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

(a) a change of category in Table A or Table B;

(b) a change in the requirements of a standard;

(c) a change in the magnitude of Berthing Offset; or

(d) a change within TRUST or any other part of the Performance Monitoring System of the units in which time Recordings are held,

and there are reasonable grounds for believing there to be a financial impact on a Performance Regime in a Track Access Contract, 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. Notification may take place at any time but any financial impact that may have occurred before the start of the Accounting Period in which the notification is given will stand without neutralisation (unless the parties agree otherwise). If the parties do not within 28 days after notification reach agreement on the need to neutralise a financial effect or how to neutralise it, then either party may refer the dispute for resolution under section 9.

So, if a SMART box is introduced to replace manual Recording at a Recording Point, then the category for the timing precision standard will change from, orange to blue. If computations

in accordance with the performance regime will show a different compensation payment when Recordings of the higher precision expected from SMART box is used (all other things being equal), then that is a financial effect and Network Rail or the Access Beneficiary may require negotiation on neutralising it. Typically, adjustments will need to be made to the performance regime itself, but it is open to the parties to agree any other mechanism with a view to achieving that effect.

6.3 If a change is not such as described in paragraph 6.3 then neither Access Party has a right under this Code to require negotiation to neutralise a financial effect.

For example, if the means of Recording at a particular Recording Point is manual Recording, and a change of personnel leads to an improvement in the precision of timing there, but it continues to be done manually, then no-one has a right to require negotiation to neutralise the financial effect, even if the more precise timings give rise to higher or lower compensation payments under a performance regime.

6.4 Once agreement is reached on a way to neutralise the financial effect of a change, or a decision is reached through dispute resolution, it is binding on the parties. One party alone cannot demand further negotiation on neutralisation, but it may take place if the relevant other Access Party agrees.

6.5 If the agreement or decision described in paragraph 6.4 requires or is equivalent to an amendment to a Track Access Contract, such an amendment may take effect only in accordance with the process for amending Access Contracts as published by the ORR. A proposed amendment cannot be implemented until ORR's approval has been obtained.

6.6 Parties to each Track Access Contract must seek to limit negotiations to neutralise financial effects to not more than 2 in any one year; but there may be more if changes to Recording technology occur more frequently or other circumstances require it. Parties must try to identify likely financial effects during consultation on the annual proposals for improving standards.

7 Review of Standards in the Performance Monitoring System

7.1 Refer to Appendix C for graphical representation of the berthing offset change process. Refer to Appendix D for the template Recording Point Change Request (RPCR) Form Parts A&B.

7.2 An Access Beneficiary may, at any time, request Network Rail to examine and where necessary propose a change to a Berthing Offset at a Recording Point, provided that there are reasonable grounds for such a request. Network Rail must give fair consideration to such a request and any consequent examination of a Berthing Offset must take place within 28 days of receipt of the request unless exceptional circumstances dictate otherwise. If Network Rail declines to consider any request under this paragraph or the timescale for examination of a Berthing Offset cannot be agreed, the relevant Access Beneficiary may refer the matter for resolution under section 10.

7.3 Network Rail may propose a change to a Berthing Offset at a Recording Point at any time, provided that there are reasonable grounds for such a proposal.

7.4 Where a change to a Berthing Offset at a Recording Point is proposed under paragraphs 7.2 or 7.3, Network Rail shall notify each affected Access Beneficiary of that proposed change

7.5 Each affected Access Beneficiary must respond to a notice issued by Network Rail under paragraph 7.4, within 28 days. Any Access Beneficiary that does not respond within 28 days will be deemed to have accepted the contents of such a notice.

7.6 Where the Recording Point in question is not a Monitoring Point in the Track Access Contract of any affected Access Beneficiary, the following shall apply:-

(a) Where there is unanimous agreement, or agreement from a sufficient number of affected Access Beneficiaries 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 7.6(a), Network Rail shall not be entitled to make the alterations.

7.7 Within 7 days following the deadline for the receipt of responses, Network Rail shall, having taken due notice of such responses; issue a notice of the decision to each affected Access Beneficiary.

7.8 Within 14 days following receipt of such a notice, any affected Access Beneficiary that does not agree with its contents may refer the matter for resolution under section 10.

8 Review of Standards in the Performance Monitoring System

8.1 Network Rail must at least once in each year review the standards of measurement and Recording achieved in the Performance Monitoring System. Network Rail must aim to carry out the review at about the same time each year. In formulating the terms for the review, Network Rail should give adequate consideration to the materiality of data to each individual affected Access Party.

8.2 Following the review, Network Rail must publish to the Delay Attribution Board a report of its review and any proposals it may have for improving standards in the following year. In formulating any such proposals, Network Rail should give adequate consideration to the materiality of data inaccuracy to each of the Access Parties.

8.3 The report must include an assessment of the standards in measurement and Recording achieved across the Network over the previous year. This may be done by reference to a suitable sample of the Recording Points.

8.4 Following publication of the report, the Delay Attribution Board shall be entitled to consult on the contents of the report and any proposals for improving standards. The Board shall be entitled to require Network Rail to take account of reasonable modifications (including additional proposals) suggested by the respondents.

9 Revision to the Code

9.1 Any Track Access Party may propose amendments to this Code in accordance with Condition B2.5.1 of the Network Code.

10 Dispute Resolution

10.1 The Access Dispute Resolution Rules apply to this Code, save that, in the first instance; any dispute shall be referred to the Delay Attribution Board for guidance. Where either party does not accept the guidance of the Board, the procedure set out in paragraph 10.2 shall be followed.

10.2 Following receipt of guidance from the Delay Attribution Board, any Access Party not satisfied with such guidance may invoke dispute resolution under the Access Dispute Adjudication Rules.

11 Good Faith

11.1 The obligation of good faith set out in Condition 1.5 of Part A of the Network Code applies in respect of this Code.

11.2 Amongst other things, good faith requires all Access Parties:-

(a) to strive to achieve zero bias in Recordings;

(b) to be fair and honest when interpolating or otherwise creating Recordings (after a failure to make a Timing); and

(c) not to conceal any Timing actually made, or unfairly and deliberately to omit to make any Timing or Recording.

11.3 All Access Parties must request, and Network Rail must make, changes to characteristics of Recording Points in good faith. All such changes must be fair and equitable and not discriminate unduly between participants in the railway industry.

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APPENDIX A -DATA COMPLETENESS STANDARD

In this Appendix, "common mode failure" means a failure that affects both train performance and Recording (such as signalling failure); "other failure" means a failure that affects Recording but not train performance (such as failure of a Recording device); and "completeness" is the ratio of the number of Timings actually made to the number that would have been made if there had been no omissions.

Planned downtime agreed between affected parties is not treated as a failure, and the Timings not made on that account are not treated as omissions.

Part A – Common Mode Failures

On any day during which a common mode failure occurs or persists, data for each failed individual Monitoring Point is identified in Margin Book, and each failed Recording Point which is designed as a Character Destination Point in a relevant Track Access Contract, must be created to the following level of completeness: 98%.

Data need not be created under this Part A for other Recording Points subject to a common mode failure.

Part B – Other Failures

For all other days in an Accounting Period taken together (that is, excluding in respect of any Recording Point which is a monitoring Point or is designated as a Charter Destination Point in a relevant Track Access Contract, days on which that Recording Point is subject to a common-mode failure):

Category	Completeness at each Recording Point (%)	For the average of all Recording Points of a category in a Margin Book, the number of days in which Completeness is less than 50% is not to exceed
SUPER GOLD	98	1
GOLD	97	1
SILVER	95 (Note 1)	2

Note 1: If there is a failure of any equipment at a Specified Point which is not a Monitoring Point or a Charter Destination Point as a result of which Timings are missed, then the Silver category of completeness in Part 2 is reduced to 85% for the relevant Accounting Period. This is intended to allow priority to be given to the collection of data at the commercially more important points.

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APPENDIX B: TIMING STANDARD

Category	Technology	Standard at each Recording Point over an Accounting Period		**Average of all Recording Points of a category in a single Margin Book over an Accounting period**
		Bias equal to or less than	**Scatter**	**Bias equal to or less than**
Blue	Automatic (SMART)	± 1 sec	100% within ± 1 sec of zero error	± 1 sec
Orange	Manual	± 10 secs	90% within ± 60 secs of zero error	± 10 secs

The above table **is subject to the following:-**

Relationship to Time from NPL

"-" Indicates an understatement of lateness. For example, if a clock at Recording Point runs 3 seconds slow in comparison to Time from NPL, a train arriving at that Recording Point at 12.00 and 3 seconds by Time from NPL will be timed at 12.00 and nil seconds. Accordingly for the purposes of Table B, that Timing is regarded as having an error of minus 3 seconds.

Bias

The bias at Recording Point is the sum of all the errors, divided by the number of timings. The average bias at several Recording Points is the sum of the individual errors divided by the sum of the number of timings.

Category Blue

The error is the difference between the Timing and Time from NPL at the moment when the Timing is made for use in the Recording.

Category Orange

The error is the difference between the Recording and the Time from NPL of the corresponding event.

The bias at each Recording Point, and the average bias of all Recording Points of a category in a single Margin Book, shall be the underlying long-term biases and not biases over a single Accounting Period. In relation to trains stopping at Recording Point, the event which is the subject of the Timing is the train coming to a stand at that Recording Point.

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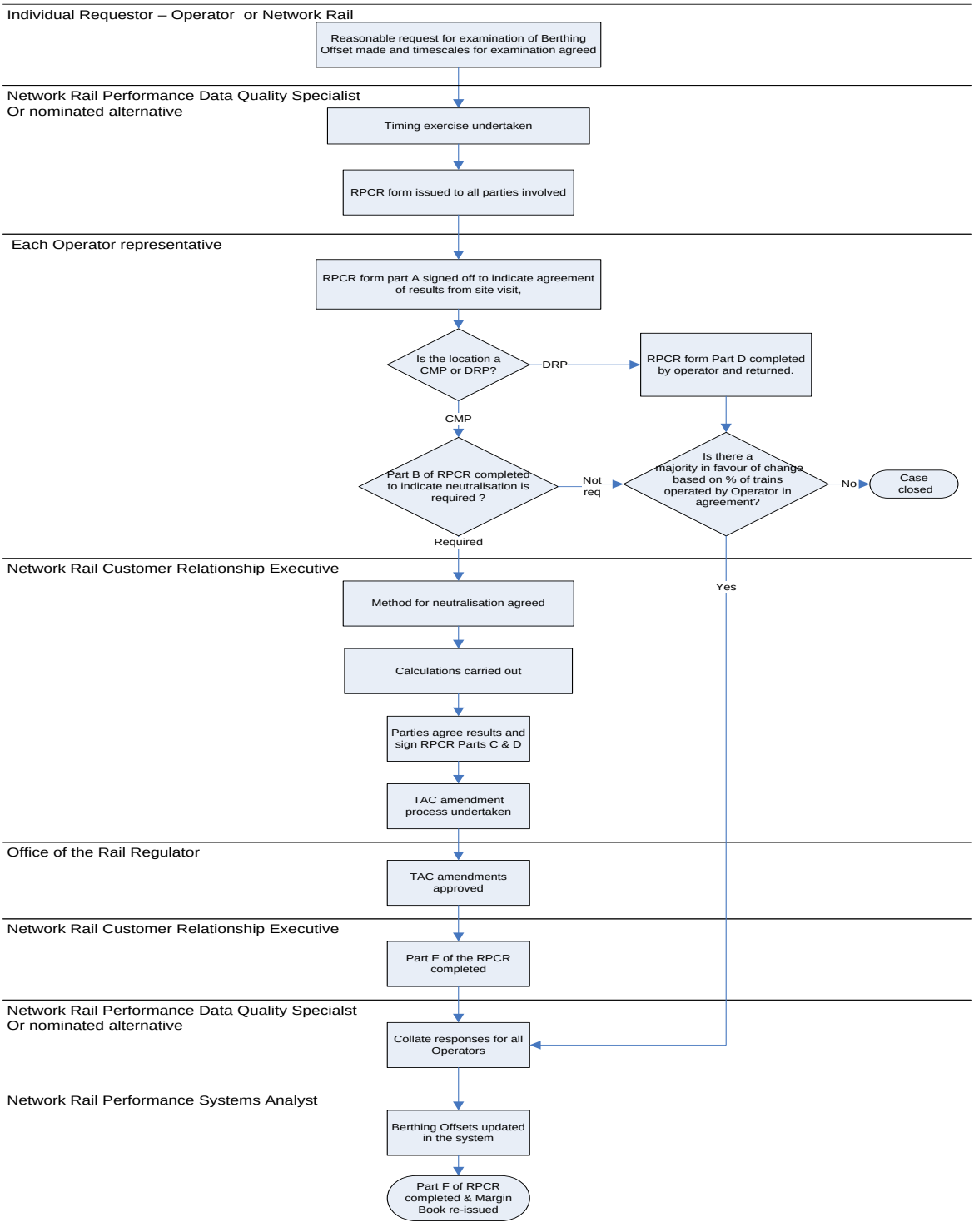
APPENDIX C - PROCESS FOR AMENDING BERTHING OFFSETS



1 If at any stage the process is rejected, please go to the previous relevant step.

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APPENDIX D - RECORDING POINT CHANGE REQUEST FORM (RPCR)

Part A	Description of Change					
LOCATION:			Status: CMP/DRP *(delete as required)*			
STANOX:			Monitoring Date/s			
Description of and Reason for Change:			**CALCULATION OF BERTH OFFSET IN SECONDS**			
Platform	**Offset Calculation For:**	**Type**	**Berth Step**		**New Berth Offset** (is a change proposed?)	**Existing Berth Offset**
Name of Train Operator Consulted:						
Proposed Times Approved / Rejected (Delete as appropriate)			Signed: For Train Operator		Date:	
Comments:						
Has a reply been received within 28 days of issue accepting findings of the audit					**Yes/No**	
Note if location is a DRP and changes proposed in section A are agreed, then go straight to section D						
Part B	TOC Neutralisation request - CMP's only (if applicable)					
~~Train Operator:~~						
Is neutralisation required?			Delete as appropriate			
Operator response		**Yes/No**	NR response		**Yes/No**	
Has an agreement been reached to undertake re-benchmarking?					**Yes/No**	
~~Requested By:~~Agreed By:			Signed: For Train Operator		Date:	
Agreed By:			Signed For Lead Route Customer Relationship Executive		Date:	
If neutralisation has not been undertaken please state why;						
Part C	Train Operator neutralisation output (CMP's only) Completed after neutralisation undertaken (where requested)					
Name of Train Operator Consulted:						

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Approved / Rejected (Delete as appropriate)	Signed: Date: For Train Operator	
Comments:		
Part D agreement of changes	Train Operator	
The above changes have been agreed as valid and can be updated in the system	Signed: For Train Operator	Date:
Part E Network Rail Confirmation of Agreement for Change To be completed once all consultation undertaken and agreement reached		
The above changes have been agreed with all affected Train Operators and, where appropriate, any recalibrations approved by the ORR.	Signed: Route Performance Manager	Date:
Part F Confirmation of Change		
The above changes were entered into the appropriate Margin Books and, where applicable, the Berthing Offsets altered. HQ Reference Number: Has a new copy of the Margin Book (or page(s) if it is loose leaf) been issued to the relevant parties?	At: Date: Signed: Performance Systems Analyst **Yes/No** Delete as appropriate	